FINAL VERSION

Debt Issuance Programme Base Prospectus dated 5 October 2023

Eni S.p.A.

(incorporated with limited liability in the Republic of Italy)
as Issuer

Euro 20,000,000,000

EURO MEDIUM TERM NOTE PROGRAMME FOR THE ISSUANCE OF NOTES WITH A MATURITY OF MORE THAN 12 MONTHS FROM THE DATE OF ORIGINAL ISSUE

Under the Euro Medium Term Note Programme (the "**Programme**") described in this Debt Issuance Programme Base Prospectus (the "**Base Prospectus**"), Eni S.p.A. ("**Eni**", the "**Company**" and the "**Issuer**"), in accordance with the Distribution Agreement (as defined on page 160) and the Agency Agreement (as defined on page 66) and subject to compliance with all relevant laws, regulations and directives, may from time to time issue Euro Medium Term Notes (the "**Notes**"). Notes issued under the Programme will constitute *obbligazioni* pursuant to Article 2410 et seq. of the Italian Civil Code. The aggregate nominal amount of Notes outstanding will not at any time exceed euro 20,000,000,000 (or the equivalent in other currencies).

Application has been made to the Luxembourg Commission de Surveillance du Secteur Financier (the "**CSSF**"), in its capacity as competent authority under the Luxembourg Act dated 16 July 2019 (the "**Luxembourg Prospectus Act**") relating to prospectuses for securities, for the approval of this Base Prospectus as a base prospectus for the purpose of Article 8 of Regulation (EU) 1129/2017, as amended or superseded (the "**Prospectus Regulation**"). Pursuant to article 6(4) of the Luxembourg Prospectus Act, by approving this prospectus, the CSSF gives no undertaking as to the economic and financial soundness of the Notes to be issued hereunder or the quality or solvency of the Issuer.

Application has also been made to the Luxembourg Stock Exchange for the Notes described in this Base Prospectus to be admitted to the official list of the Luxembourg Stock Exchange (the "**Official List**") and to be admitted to trading on the regulated market of the Luxembourg Stock Exchange during the period of 12 months after the date hereof. The Luxembourg Stock Exchange's regulated market is a regulated market for the purpose of Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments ("**MiFID II**"). The Programme also permits Notes to be issued on the basis that they will not be admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system or to be admitted to listing, trading and/or quotation by such other or further listing authorities, stock exchanges and/or quotation systems. The relevant Final Terms (as defined herein) in respect of the issue of any Notes will specify whether or not such Notes will be listed on the Official List and admitted to trading on the regulated market of the Luxembourg Stock Exchange and/or such other listing authority, stock exchange and/or quotation system, as the case may be, on or before the date of issue of the Notes of each Tranche (as defined on page 10).

This Base Prospectus has been approved by the CSSF, as competent authority under the Prospectus Regulation. The CSSF assumes no responsibility for the economic and financial soundness of the transactions contemplated by this Base Prospectus or the quality or solvency of the Issuer in accordance with Article 6(4) of the Luxembourg Prospectus Act and the CSSF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer or the quality of the Notes that are the subject of this Base Prospectus and investors should make their own assessment as to the suitability of investing in the Notes.

This Base Prospectus shall be valid for admission to trading of Notes on a regulated market for the purposes of MiFID II for 12 months after the approval by the CSSF and shall expire on 5 October 2024, provided that it is completed by any supplement, pursuant to Article 23 of the Prospectus Regulation, following the occurrence of a significant new factor, a material mistake or a material inaccuracy relating to the information included (including incorporated by reference) in this Base Prospectus which may affect the assessment of the Notes. After such date, the Base Prospectus will expire and the obligation to supplement this Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies will no longer apply.

The minimum denomination of all Notes issued under the Programme shall be euro 100,000 and integral multiples of euro 1,000 in excess thereof (or its equivalent in any other currency as at the date of issue of the Notes).

Each Series (as defined on page 9) of Notes in bearer form will be represented on issue by a temporary global note in bearer form (each, a "**temporary Global Note**") or a permanent global note in bearer form (each, a "**permanent Global Note**" and, together with the temporary Global Note, the "**Global Notes**"). Notes in registered form will be represented by registered certificates (each a, "**Certificate**"), one Certificate being issued in respect of each Noteholder's (as defined herein) entire holding of Registered Notes of one Series. Registered Notes issued in global form will be represented by registered global certificates ("**Global Certificates**"). If a Global Certificate is held under the New Safekeeping Structure (the "**NSS**"), the Global Certificate will be delivered on or prior to the original issue date of the relevant Tranche to a Common Safekeeper for Euroclear and Clearstream, Luxembourg. If the Global Notes are stated in the applicable Final Terms to be issued in new global note ("**NGN**") form, the Global Notes will be delivered on or prior to the original issue date of the relevant Tranche to a common safekeeper (the "**Common Safekeeper**") for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream, Luxembourg**") (the "**Common Depositary**").

Global Notes which are not issued in NGN form ("**CGNs**") and Global Certificates which are not held under the NSS may (or in the case of Notes listed on the Luxembourg Stock Exchange, will) be deposited on the issue date of the relevant Tranche with a common depositary on behalf of Euroclear and Clearstream, Luxembourg. The provisions governing the exchange of interests in Global Notes for other Global Notes and Definitive Notes (as defined on page 116) are described in "Overview of Provisions Relating to the Notes while in Global Form".

The Programme has been rated "A-" by S&P Global Ratings Europe Limited ("**Standard & Poor's**"), "Baa1" by Moody's Deutschland GmbH ("**Moody's**") and "A-" by Fitch Ratings Ireland Limited ("**Fitch**"). Standard & Poor's, Moody's and Fitch are established in the European Union (the "**EU**") and registered under Regulation (EC) No 1060/2009 (as amended) on credit rating agencies, as amended (the "**EU CRA Regulation**"), as set out in the list of credit rating agencies registered in accordance with the CRA Regulation published on the website of the European Securities and Markets Authority ("**ESMA**") at http://www.esma.europa.eu/page/List-registered-and-certified-CRAs, pursuant to the EU CRA Regulation. Tranches of Notes issued under the Programme may be rated or unrated. Where a Tranche of Notes is to be rated, such ratings may not necessarily be the same as the ratings assigned to the Programme and shall be specified in the relevant Final Terms. A security 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 rating agency. Whether or not each credit rating applied for in relation to any Tranche of Notes will be treated as having been issued by a credit rating agency established in the EU and registered under the EU CRA Regulation, or by a credit rating agency established in the United Kingdom (the "**UK**") and registered under Regulation (EC) No 1060/2009 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("**EUWA**") (the "**UK CRA Regulation**" and, together with the EU CRA Regulation, the relevant "**CRA Regulation**") will be disclosed in the relevant Final Terms.

The amount of interest payable under Floating Rate Notes will be calculated by reference to benchmarks including (i) the Euro Interbank Offered Rate ("**EURIBOR**"), (ii) the sterling overnight index average rate ("**SONIA**"), (iii) the secured overnight financing rate ("**SOFR**") and (iv) the Daily Euro Short-term Rate (the "**€STR**"), as specified in the relevant Final Terms. As at the date of this Base Prospectus the European Money Markets Institute (as administrator of EURIBOR) is included in register of administrators maintained by ESMA under Article 36 of the Regulation (EU) No. 2016/1011 (the "**EU Benchmark Regulation**"). Furthermore, as far as the Issuer is aware, the administrators of SONIA, SOFR and €STR are not required to be registered by virtue of Article 2 of the EU Benchmark Regulation (or of the EU Benchmark Regulation as it forms part of UK domestic law by virtue of the EUWA (the "**UK Benchmark Regulation**"), as the case may be). Similarly, third country benchmarks already used in the EU prior to 31 December 2023 can still be used in the EU as a reference for financial instruments, financial contracts, or for measuring the performance of an investment fund before that date.

Prospective investors should have regard to the factors described under the section headed "Risk Factors" in this Base Prospectus. The Base Prospectus does not describe all of the risks of an investment in the Notes.

The issue price and the amount of the relevant Notes will be determined at the time of the offering of each Tranche based on then prevailing market conditions.

Arranger for the Programme

Goldman Sachs International

Dealers

Barclays
Crédit Agricole CIB
Goldman Sachs International
IMI – Intesa Sanpaolo
Morgan Stanley
Citigroup
Deutsche Bank
HSBC
J.P. Morgan
Santander Corporate & Investment Banking
UniCredit

This Base Prospectus comprises a base prospectus for the purposes of Article 8 of the Prospectus Regulation. For the avoidance of doubt, when used in this Base Prospectus, references to "Prospectus Regulation" means Regulation (EU) 2017/1129, as amended, and "UK Prospectus Regulation" means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. For the avoidance of doubt, this Base Prospectus has been approved by the CSSF, as competent authority under the Prospectus Regulation and not as competent authority under the UK Prospectus Regulation.

The Issuer (the address of the registered office of the Issuer appears on page 185 of this Base Prospectus) accepts responsibility for the information contained in this Base Prospectus. To the best of the knowledge of the Issuer, the information contained in this Base Prospectus is in accordance with the facts in all material respects and does not omit anything likely to affect the import of such information in any material respect, in each case in the context of the issue of Notes under the Programme.

This Base Prospectus is to be read in conjunction with any supplements hereto and with all documents which are deemed to be incorporated herein by reference (see "Documents Incorporated by Reference").

No person has been authorised to give any information or to make any representation other than those contained in this Base Prospectus in connection with the Programme or with the issue or sale of the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Dealers or the Arranger (as defined in "General Description of the Programme"). Neither the delivery of this Base Prospectus nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The Notes issued under the Programme are not intended for sale or distribution to, or to be held by, persons in any jurisdiction other than "professional", "qualified" or "sophisticated" investors (within the meaning of any applicable laws), including persons whose ordinary activities involve them acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or otherwise in circumstances which have not resulted and will not result in an offer to the public in any country or jurisdiction in which action for that purpose is required. The distribution of this Base Prospectus and the offering or sale of the Notes in certain jurisdictions may be restricted by any applicable laws. Persons into whose possession this Base Prospectus comes are required by the Issuer, the Dealers and the Arranger to inform themselves about and to observe any such restriction. None of the Issuer, the Dealers or the Arranger represents that this Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assumes any responsibility for facilitating any such distribution or offering. The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act"), and include Notes in bearer form that are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to U.S. persons.

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 (the "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 MiFID II; or (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. 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 or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the "FSMA") and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of UK domestic law by virtue of the EUWA (the "UK PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

MiFID II product governance / target market – The applicable Final Terms in respect of any Notes may include a legend entitled "MiFID II product governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take into consideration the target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

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

UK MiFIR PRODUCT GOVERNANCE / TARGET MARKET - The applicable Final Terms in respect of any Notes may include a legend entitled "UK MiFIR product governance" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any distributor should take into consideration the target market assessment; however, a distributor subject to the 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 target market assessment) and determining appropriate distribution channels. A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates (including parent companies) will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

SALES TO CANADIAN INVESTORS - The Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this Base Prospectus (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Singapore SFA Product Classification: In connection with Section 309B of the Securities and Futures Act 2001 of Singapore (the "SFA") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "CMP Regulations 2018"), unless otherwise specified before an offer of Notes, the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are 'prescribed capital markets products' (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

For a description of certain restrictions on offers and sales of Notes and on distribution of this Base Prospectus, see "Plan of Distribution" below.

This Base Prospectus does not constitute nor shall it be construed as an offer of, or an invitation by or on behalf of the Issuer or the Dealers to subscribe for, or purchase, any Notes.

To the fullest extent permitted by law, none of the Dealers or the Arranger or their respective affiliates (including parent companies) accepts any responsibility for the contents of this Base Prospectus or for any acts or omissions of the Issuer or any other person in connection with this Base Prospectus or the issue and offering of Notes under the Programme. The Arranger and each Dealer accordingly disclaim all and any liability whether arising in tort or contract which it might otherwise have in respect of the contents of this Base Prospectus or for any acts or omissions of the Issuer or any other person in connection with this Base Prospectus or the issue and offering of Notes under the Programme. None of this Base Prospectus nor any other financial statements nor any document incorporated by reference herein is intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Arranger or the Dealers or their respective affiliates (including parent companies) that any recipient of this Base Prospectus or any other financial statements should purchase the Notes. Each potential purchaser

of Notes should determine for itself the relevance of the information contained in this Base Prospectus and its purchase of Notes should be based upon such investigation as it deems necessary.

None of the Dealers or the Arranger undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Base Prospectus nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the Dealers or the Arranger.

NOTES MAY NOT BE A SUITABLE INVESTMENT FOR ALL INVESTORS – Each potential investor in any Notes must determine the suitability of that investment in the light of its own circumstances. In particular, each potential investor should:

- **have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in the relevant Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;**
- **have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Notes and the impact such investment will have on its overall investment portfolio;**
- **have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;**
- **understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant financial markets; and**
- **be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.**

Some Notes are complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact this investment will have on the potential investor's overall investment portfolio.

SONIA LINKED INTEREST NOTES, SOFR LINKED INTEREST NOTES AND €STR LINKED INTEREST NOTES: The Issuer may issue Notes with interest determined by reference to SONIA, the SOFR and €STR which determine the amount of interest (each, a "relevant factor"). Potential investors should be aware that:

(i) **the market price of such Notes may be volatile;**

(ii) **they may receive no interest;**

(iii) **a relevant factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices; and**

(iv) the timing of changes in a relevant factor may affect the actual yield to investors, even if the average level is consistent with their expectations.

INFORMATION RELATING TO SUSTAINABILITY-LINKED NOTES: The Issuer may also issue Notes which are categorised as "Sustainability-Linked Notes" if the Step Up Option is specified as applicable in the relevant Final Terms. Unlike so-called "green bonds", Sustainability-Linked Notes are not intended by the Issuer to be applied for the purposes of financing and/or refinancing, in whole or in part, "sustainable" or other equivalently-labelled projects but will be used for general corporate purposes. In such circumstances, prospective investors should have regard to the information set out under, or referred to in, Condition 5(k) (*Step Up Option*) and Condition 13(A) (*Available Information*) and the relevant Final Terms and must determine for themselves the relevance of such information, together with any other investigation such investors deem necessary, for the purpose of any investment in such Notes and its suitability also in light of their own circumstances. No representation, warranty or undertaking, express or implied, is made by the Arranger or the Dealers or their respective affiliates (including parent companies) as to the suitability of the Notes described as "Sustainability-Linked Notes" to fulfil environmental or sustainability criteria required by prospective investors.

In connection with the issue of Sustainability-Linked Notes under the Programme, the Issuer has adopted a framework relating to its sustainability strategy and targets (the "Sustainability-Linked Financing Framework") available on the Issuer's website. The Issuer has also requested a Sustainability-Linked Financing Framework Second-party Opinion (as defined in the Risk Factor: "*Sustainability-Linked Notes may not be a suitable investment for all investors seeking exposure to assets with sustainability characteristics*"). The Sustainability-Linked Financing Framework Second-party Opinion is available on the Issuer's website. Any information on, or accessible through, the Issuer's website and the information in such opinions will not constitute or form part of any offer or invitation to sell or issue, or any solicitation of any offer to purchase or subscribe for, any securities and is not part of this Base Prospectus and should not be relied upon in connection with making any investment decision with respect to any Sustainability-Linked Notes issued under the Programme. In addition, no assurance or representation is given by the Eni, any other member of the Group, the Dealers or the External Verifier as to the suitability or reliability for any purpose whatsoever of any opinion, report or certification of any third party in connection with the offering of the Sustainability-Linked Notes. Any such opinion, report or certification and any other document related thereto is not, nor shall it be deemed to be, incorporated in and/or form part of this Base Prospectus.

Furthermore, in the event that any such Notes qualified as "Sustainability-Linked Notes" are listed or admitted to trading on any dedicated "green", "environmental", "sustainable" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer or any Dealer or any of their affiliates (including parent companies) that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Nor is any representation or assurance given or made by the Issuer or any other person that any such listing or admission to trading will be obtained in respect of any such Notes or, if obtained, that any such listing or admission to trading will be maintained during the life of the Notes.

See also "*Risk Factors - Risks relating to the sustainability-linked characteristics of Sustainability-Linked Notes*".

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

In this Base Prospectus, unless otherwise specified or the context otherwise requires, all references to "£" or "Sterling" are to the currency of the UK, all references to "U.S. dollars" are to the currency of the United States of America and all references to "€", "euro" and "Euro" are to the lawful currency introduced at the start of the third stage of the European Economic and Monetary Union pursuant to the Treaty on the Functioning of the European Union, as amended from time to time.

The language of this Base Prospectus is English. Any foreign language text that is included with or within this document, or in any document incorporated by reference in this Base Prospectus, has been included for convenience purposes only and does not form part of this Base Prospectus.

In compliance with the requirements of the Luxembourg Stock Exchange, this Base Prospectus is and, in the case of Notes listed on the Official List and admitted to trading on the regulated market of the Luxembourg Stock Exchange, the relevant Final Terms will be, available on the website of the Luxembourg Stock Exchange (*www.luxse.com*).

For the avoidance of doubt, the contents of any websites referred to herein do not form part of this Base Prospectus unless specifically incorporated by reference and have not been scrutinised or approved by the CSSF.

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GENERAL DESCRIPTION OF THE PROGRAMME

The following general description is qualified in its entirety by the remainder of this Base Prospectus.

The following constitutes a general description of the Programme for the purposes of Article 25 of Commission Delegated Regulation (EU) No. 2019/980.

Issuer	Eni S.p.A. ("**Eni**", the "**Issuer**" or the "**Company**")
Issuer Legal Entity Identifier (LEI)	The Legal Entity Identifier (LEI) of the Issuer is BUCRF72VH5RBN7X3VL35.
Website of the Issuer	https://www.eni.com/en_IT/
Description	Euro Medium Term Note Programme
Size	Euro 20,000,000,000 (or the equivalent in other currencies at the date of issue) aggregate nominal amount of Notes outstanding at any one time including, for the avoidance of doubt, any notes (from time to time outstanding) issued prior to the date of this Base Prospectus by Eni Finance International S.A. and guaranteed by the Issuer under the Programme.
Arranger	Goldman Sachs International
Dealers	Banco Santander, S.A. Barclays Bank Ireland PLC Citigroup Global Markets Europe AG Crédit Agricole Corporate and Investment Bank Deutsche Bank Aktiengesellschaft Goldman Sachs International HSBC Continental Europe Intesa Sanpaolo S.p.A. J.P. Morgan SE Morgan Stanley & Co. International plc UniCredit Bank AG The Issuer may from time to time terminate the appointment of any dealer under the Programme or appoint additional dealers either in respect of one or more Tranches or in respect of the whole Programme. References in this Base Prospectus to "**Permanent Dealers**" are to the persons listed above as Dealers and to such additional persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and references to "**Dealers**" are to all Permanent Dealers and all persons appointed as a dealer in respect of one or more Tranches. The Issuer may be appointed as Dealer under the Programme.
Fiscal Agent	The Bank of New York Mellon, London Branch
Method of Issue	The Notes will be issued on a syndicated or non-syndicated basis. The Notes will be issued in series (each a "**Series**") having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest), the Notes

	of each Series being intended to be interchangeable with all other Notes of that Series. Each Series may be issued in tranches (each, a "**Tranche**") on the same or different issue dates. The specific terms of each Tranche (which will be completed, where necessary, with the relevant terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be completed in the final terms document (the "**Final Terms**") or in a separate prospectus specific to such Tranche (the "**Drawdown Prospectus**"). All Notes issued under the Programme will be issued outside the Republic of Italy.
Issue Price	Notes may be issued at their nominal amount or at a discount or premium to their nominal amount. The Issue Price will be defined in the relevant Final Terms.
Form of Notes	Notes may be in bearer form only ("**Bearer Notes**"), in bearer form exchangeable for registered notes ("**Exchangeable Bearer Notes**") or in registered form only ("**Registered Notes**"). Each Tranche of Bearer Notes and Exchangeable Bearer Notes will be represented on issue by a temporary Global Note if (i) Definitive Notes (as defined in "Overview of Provisions Relating to the Notes while in Global Form — Delivery of Notes" below) are to be made available to Noteholders (as defined herein) following the expiry of 40 days after their issue date; or (ii) such Notes are being issued in compliance with TEFRA D (as defined in "TEFRA" below), otherwise such Tranche will be represented by a permanent Global Note. Registered Notes will be represented by Certificates, one Certificate being issued in respect of each Noteholder's entire holding of Registered Notes of one Series. Registered Notes issued in global form will be represented by registered global certificates ("**Global Certificates**").
Clearing and settlement	The Notes will be cleared through Clearstream, Luxembourg and Euroclear. In relation to any Tranche, the Issuer, the Fiscal Agent and the relevant Dealer may agree upon another clearing system.
Initial Delivery of Notes	If the relevant Global Note is a NGN, or the relevant Global Certificate is held under the NSS, the Global Note or Global Certificate will be delivered to the Common Safekeeper for Euroclear and Clearstream, Luxembourg on or before the issue date for each Tranche. If the relevant Global Note is a CGN, or the relevant Global Certificate is not held under the NSS, the relevant Global Note representing Bearer Notes or Exchangeable Bearer Notes or the Global Certificate representing Registered Notes may (or, in the case of Notes listed on the Official List, shall) be deposited with the Common Depositary for Euroclear

	and Clearstream, Luxembourg on or before the issue date for each Tranche. Global Notes or Global Certificates may also be deposited with any other clearing system or may be delivered outside any clearing system provided that the method of such delivery has been agreed in advance by the Issuer, the Fiscal Agent and the relevant Dealer. Registered Notes that are to be credited to one or more clearing systems on issue will be registered in the name of nominees or a common nominee for such clearing systems.
Currencies	Subject to compliance with all relevant laws, regulations and directives, Notes may be issued in any currency agreed between the Issuer and the relevant Dealers. The Notes will constitute *obbligazioni* pursuant to Article 2410 et seq. of the Italian Civil Code and will comply with the regulatory requirements or guidelines of the Bank of Italy, including any relevant reporting requirements of the Bank of Italy relating to the issue of debt obligations including, without limitation, the reporting requirements of Article 129 of Legislative Decree No. 385 of 1 September 1993, as amended.
Maturities	Subject to compliance with all relevant laws, regulations, directives and the by-laws of the Issuer, any maturity greater than 12 months.
Specified Denomination	Notes will be in such denominations as may be specified in the relevant Final Terms, provided that each Note shall be in an amount not less than euro 100,000 (or its equivalent in any other currency as at the date of issue of the relevant Notes).
Fixed Rate Notes	Fixed interest will be payable in arrear on the date or dates in each year specified in the relevant Final Terms.
Floating Rate Notes	Floating Rate Notes will bear interest determined separately for each Series as follows: (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions or, as the case may be, the 2021 ISDA Definitions published by the International Swaps and Derivatives Association, Inc.; or (ii) by reference to EURIBOR, SONIA, SOFR or €STR (or such other benchmark as may be specified in the relevant Final Terms) as adjusted for any applicable margin. Interest periods will be specified in the relevant Final Terms.
Zero Coupon Notes	Zero Coupon Notes may be issued at their nominal amount or at a discount to it and will not bear interest.
Sustainability-Linked Notes	Fixed Rate Notes and Floating Rate Notes issued by the Issuer may be subject to a Step Up Option if the applicable Final Terms indicates that the Step Up Option is applicable. The Rate of

	Interest for Sustainability-Linked Notes will be the Rate of Interest specified in, or determined in the manner specified in Condition 5 (*Interest and other Calculations*) and in the applicable Final Terms, provided that, for any Interest Period commencing on or after the Interest Payment Date immediately following a Step Up Event, if any, the Initial Rate of Interest (in the case of Fixed Rate Notes) or the Initial Margin (in the case of Floating Rate Notes) shall be increased by the Step Up Margin. For the avoidance of doubt, an increase in the Rate of Interest of any Sustainability-Linked Notes may occur only once in respect of the Sustainability-Linked Notes and will not subsequently increase or decrease. Accordingly, if a Step Up Event occurs as a result of the relevant Sustainability-Linked Note Condition, as specified in the applicable Final Terms, not being satisfied, in the case of Fixed Rate Notes, the Initial Rate of Interest or, in the case of Floating Rate Notes, the Initial Margin, shall be increased by the Step Up Margin from the Interest Period immediately following the relevant Step Up Event Notification Deadline, but there shall be no further change to the Step Up Margin regardless of whether or not either such condition is subsequently satisfied or ceases to be satisfied (as applicable). None of the Arranger, the Dealers or their affiliates (including parent companies) will verify or monitor if the Sustainability-Linked Notes satisfy the investors' requirements or standards for investment in assets with sustainability characteristics, nor the consistency of any Sustainability-Linked Note Condition (as defined in the Conditions) with the investment requirements and expectation of any potential investor in the Sustainability-Linked Notes.
Interest Periods and Interest Rates	The length of the interest periods for the Notes and the applicable interest rate or its method of calculation may differ from time to time or be constant for any Series. Notes may have a maximum interest rate, a minimum interest rate, or both. The use of interest accrual periods permits the Notes to bear interest at different rates in the same interest period. All such information will be set out in the relevant Final Terms.
Redemption	The Final Terms will specify the basis for calculating the redemption amounts payable.
Other Notes	Terms applicable to high interest Notes, low interest Notes, step up Notes and step-down Notes that the Issuer and any Dealer or Dealers may agree to issue under the Programme will be set out in the relevant Final Terms or Supplement to the Base Prospectus or the Drawdown Prospectus, as the case may be.
Optional Redemption	The Final Terms issued in respect of each issue of Notes will state whether such Notes may be redeemed prior to their stated maturity at the option of the Issuer (either in whole or in part)

	and/or the holders and, if so, the terms applicable to such redemption.
Status of Notes	The Notes will constitute unsubordinated and (unless the Notes are required to be secured pursuant to Article 2412 of the Italian Civil Code) unsecured obligations of the Issuer, all as described in "Terms and Conditions of the Notes — Status".
Negative Pledge	See "Terms and Conditions of the Notes — Negative Pledge".
Cross-Default	See "Terms and Conditions of the Notes — Events of Default".
Rating	The Programme has been rated "A-" by Standard & Poor's, "Baa1" by Moody's and "A-" by Fitch. Standard & Poor's, Moody's and Fitch are established in the EU and registered under the EU CRA Regulation. Tranches of Notes issued under the Programme will be rated or unrated. Where a Tranche of Notes is to be rated, such rating will not necessarily be the same as the ratings assigned to the Programme and will be specified in the relevant Final Terms. A security 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 rating agency. Whether or not each credit rating applied for in relation to any Tranche of Notes will be treated as having been issued by a credit rating agency established in the EU or the UK and registered under the EU CRA Regulation or the UK CRA Regulation, as the case may be, will be disclosed in the relevant Final Terms.
Early Redemption	Except as provided in "— Optional Redemption" above, Notes will be redeemable at the option of the Issuer prior to maturity only for tax reasons. See "Terms and Conditions of the Notes — Redemption, Purchase and Options".
Withholding Tax	All payments of principal and interest in respect of the Notes will be made free and clear of withholding taxes of the Republic of Italy subject to certain exceptions, all as described in "Terms and Conditions of the Notes — Taxation". See also "Italian Taxation".
Governing Law	The Notes and any non-contractual obligations arising out of or in connection with the Notes shall be governed by, and shall be construed in accordance with, English law. Condition 10 (*Meetings of Noteholders and Notifications*) is subject to compliance with Italian law.
Listing and Admission to Trading	Each Series may be listed on the official list of the Luxembourg Stock Exchange. Each Series may be admitted to trading on the regulated market of the Luxembourg Stock Exchange and/or such other listing authority, stock exchange and/or quotation system as specified in the relevant Final Terms or may be issued on the basis that the Notes will not be admitted to listing, trading

	and/or quotation by any listing authority, stock exchange and/or quotation system.
Selling Restrictions	The distribution of this Base Prospectus and the offering or sale of the Notes in certain jurisdictions may be restricted by laws, regulations and directives. Specifically, selling restrictions in respect of the United States, the UK, the Republic of Italy, the Netherlands, Japan, Canada, Singapore and Switzerland are set out in this Base Prospectus. See "Plan of Distribution".
TEFRA	Notes in bearer form will be issued in compliance with U.S. Treasury Regulations §1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**")) ("**TEFRA D**") unless (i) the relevant Final Terms state that Notes are issued in compliance with U.S. Treasury Regulations §1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code) ("**TEFRA C**") or (ii) the Notes are issued other than in compliance with TEFRA D or TEFRA C but in circumstances in which the Notes will not constitute "registration required obligations" under the United States Tax Equity and Fiscal Responsibility Act of 1982 ("**TEFRA**"), which circumstances will be referred to in the relevant Final Terms as a transaction to which TEFRA is not applicable.

RISK FACTORS

The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes issued under the Programme. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

Factors which the Issuer believes may be material for the purpose of assessing the market risks associated with the Notes issued under the Programme are also described below.

The Issuer believes that the specific factors described below represent the principal risks inherent in investing in the Notes issued under the Programme. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus (including any documents incorporated by reference herein) and reach their own views prior to making any investment decision.

*Words and expressions defined in the "Terms and Conditions of the Notes" below (the "**Conditions**") or elsewhere in this Base Prospectus have the same meanings in this section.*

Risk factors relating to the Issuer and its activities

1 ***Risks related to the business activities and industries of the Issuer and its consolidated subsidiaries (together, the "Group")***

The Group's performance is mainly exposed to the volatility of the prices of crude oil and natural gas and to changing margins of oil derivative products, such as refined products and chemical products

The price of crude oil is the main driver of the Company's results of operations, cash flows and business prospects. It has a history of volatility because, like other commodities, it is influenced by the ups and downs in the economic cycle. In the short term, crude oil prices are mainly determined by the balance between global oil supply and demand, the global levels of commercial inventories and producing countries' spare capacity, as well as expectations of financial operators who trade crude oil derivatives contracts (futures and options) influencing short-term price movements via their positioning. Worldwide demand for crude oil is highly correlated to the global macroeconomic cycle, trends in monetary variables (inflation, interest rates, money supply), geopolitical developments such as wars, pandemics, tensions in the Gulf area, relations between the USA and China and other factors.

Long-term demand for crude oil is driven, on the positive side, by demographic growth, improving living standards and GDP (Gross Domestic Product) expansion; on the negative side, by availability of alternative sources of energy (e.g., nuclear and renewables), technological breakthroughs, shifts in consumer preferences, and finally measures and other initiatives adopted or planned by governments to tackle climate change and to curb carbon dioxide emissions (CO_2 emissions).

According to Eni's management, the push to reduce worldwide CO_2 emissions and an ongoing energy transition towards a low carbon economy are likely to materially affect the worldwide energy mix in the long-term and may lead to structurally lower crude oil demand and prices.

Immediately after the start of Russia's military operations in Ukraine in February 2022, the price of the Brent crude oil benchmark spiked, approaching all-time highs. Then, the oil market entered a downturn phase that has continued uninterrupted since July 2022 (for exactly twelve months as of June 30, 2023). During this period, Brent crude oil benchmark price reduced by 30% (from an average of approximately 110 $/bbl in the first half of 2022 to 80 $/bbl on average in the first half of 2023).

This negative trend reflected recessionary expectations in the global economy, also due to restrictive monetary policies adopted by central banks to fight post-COVID19 inflation, driving financial operators to gradually reduce long positions in the futures market. The default of certain US regional banks significantly increased the

perceived systemic risk by market participants leading to mass liquidation of long positions in WTI and Brent futures.

The physical market has continued to be supported by sound fundamentals leveraging on the demand resilience held up by the reopening of the Chinese economy and increased consumption in developing economies (India, Brazil), more than offsetting a slowdown in the European and US economies, as well as by a reduction, albeit at an uneven pace, of global crude oil and product inventories, despite the continuation of an emergency plan by the US authorities to release crude oil from the national Strategic Petroleum Reserve.

However, operators' expectations for a more consistent decline in inventories levels failed to materialize as a result of production upsides of Russia, Iran and Venezuela exporting large quantities of crude oil to Asian countries not adhering to Western sanctioning regimes, as well as growth in Brazil.

The alliance of petroleum producers OPEC+ has continued supporting the oil market by means of effective production management, through a production cut of 1.16 million barrel/d in April 2023, in addition to the 2 million barrels of reduction in production quotas implemented last October. Furthermore, at the beginning of June, a further voluntary cut of 1 million barrels by Saudi Arabia entered in force by July with a possible extension, as well as the confirmed reduced production levels by all the countries joining OPEC+ until December 2024. A factor of uncertainty for the very cohesion of the cartel is represented by Russia which has maintained record exports so far in 2023, while adhering to the cartel commitments to production cuts.

Publicly-listed international oil companies have maintained the financial discipline characterized by a prudent approach to capital budgeting and capex plan prioritizing the restructuring of balance sheet and shareholder remuneration in allocating cash flows generated in a still supportive price environment.

In addition, the underestimation of oil companies' shares (in terms of common stock market multiples compared to the average of stock indices) has made share buyback programs more attractive than other investments options. The outlook for the second half of 2023 remains uncertain, due to fears of an economic hard landing, in particular referring to the US economy, a less robust than expected post-pandemic recovery of the Chinese economy as well as the risks of financial instability due to the restrictive monetary policies adopted by the central banks. Brent prices are expected to benefit from demand recovery estimated to grow by approximately 2.4 million barrels/d marking a new record at over 102 million, also leveraging on the upcoming travel season and on the reduced supply by the OPEC+. However there still remains a systemic risk relating to the evolution of Russia-Ukraine conflict, which could negatively affect the macroeconomic scenario.

This impact has been factored in Eni's management price scenario forecasting 80 $/bbl for the 2023-2024 Brent price, a lower bar compared to the 2023-2026 strategic plan, while retaining a long-term nominal value of 80 $/bbl based on a midcycle scenario to 2030-2035 with a nominal growth rate of 2% p.a.. Beyond this time horizon, Brent price is expected to decline reflecting the decarbonization of the economy. Natural gas prices experienced a much higher degree of volatility than that of crude oil. During 2022 summer months, prices reached all time-highs at spot markets in Europe peaking at values of about 300 €/MWh, driven by increased demand to replenish natural gas inventories in preparation of the heating season, also considering a progressive reduction in the flows of gas imported via pipeline from Russia. In the subsequent months, market fundamentals changed substantially as a result of a mild winter season, record increase in US production and exports due to the availability of new liquefaction capacity in the Gulf of Mexico, the structural reduction of industrial consumption reflecting the definitive shut-down of certain energy-intensive plants in Europe, the relocation of production as well as adequate storage levels. In the first half of 2023, the spot price at the European reference hub Title Transfer Facility "TTF" averaged about 45 €/MWh (down by approximately 50% compared to about 96 €/MWh in the first half of 2022), almost an 80% decrease versus the historical peak of August 2022. For the second half of 2023, natural gas prices are expected to average the same level of the first half of 2023. In the

long term, prices are forecasted at about 35 €/MWh reflecting expected material additions to worldwide LNG capacity.

The volatility of hydrocarbons prices significantly affects the Group's financial performance, mainly the Exploration & Production segment. Lower hydrocarbon prices from one year to another negatively affect the Group's consolidated results of operations and cash flow; the opposite occurs in case of a rise in prices. In the first half of 2023 the E&P adjusted operating profit was down by 48% from the same period of the previous year, driving a 27% reduction in the Group consolidated adjusted Ebit. In the current Eni portfolio, the volumes of production affected by movements in hydrocarbons prices represents about 40% of its Group oil and gas production. The remaining part of the Group's production is not exposed to the price risk, since it is regulated by the contractual scheme of Production Sharing Agreement ("PSA") which guarantees the recovery of a fixed amount of the costs incurred through the allocation of a corresponding number of barrels, thus exposing it to a risk linked to the number of barrels. With respect to price assumptions for 2023 (the Issuer's Brent crude oil price forecast for 2023 is 80 $/bbl), the Issuer estimates its cash flow from operations to vary by approximately €0.13 billion for each one-dollar change in the price of the Brent crude oil applied to liquids and oil-linked gas and by approximately €0.13 billion for each one-dollar change in the spot price (1 $/mmBTU) of the European benchmark TTF spot price of natural gas compared to the Issuer's assumption of 25-26 $/mmBTU for 2023. It should be noted that this sensitivity analysis is valid for limited price changes compared to the estimate.

Finally, movements in hydrocarbons prices significantly affect the reportable amount of production and proved reserves under the Issuer's production sharing agreements ("PSAs"). The entitlement mechanism of PSAs foresees the Company is entitled to a portion of a field's reserves, the sale of which is intended to cover expenditures incurred by the Company to develop and operate the field. The higher the reference prices for Brent crude oil used to estimate Eni's proved reserves, the lower the number of barrels necessary to recover the same amount of expenditure, and vice versa.

Eni's Sustainable Mobility, Refining and Chemical businesses are cyclical. Their results are impacted by trends in the supply and demand of oil products and plastic commodities, which are influenced by the macro-economic scenario and by product margins. Generally speaking, margins for refined and chemical products depend upon the speed at which products' prices adjust to reflect movements in oil prices, depending on the competitive dynamics of the downstream markets. In the first half of 2023, Eni's refining business benefited from still generally favourable market conditions after the record year of 2022, thanks to the positive trend in fuel demand driven in particular by the civil aviation and road transport segments, bottlenecks in the system/delays in start-ups and the significant reduction in the cost of gas. These positives were offset by reduced profitability of gasoil, affected by the slowdown in the industrial activities. In the first half of 2023, the Standard Eni Refining Margin (SERM) was on average at 9 $/bbl. However, due to the start-up of new refining capacity in the Middle East and China, management does not expect that level of refining margin to be sustainable in the future. Furthermore, the European refining sector is affected by structural weakness due to competition from producers benefiting from greater economies of scale and lower operating costs due to environmental charges, as well as the expected decline in demand for gasoil in Europe as a result of the EU's decarbonization policies. Eni's Chemical business has been facing for years: (i) strong competition from well-established international players, particularly in the most commoditized market segments, many of which based in the Middle East and the USA, (ii) lower demand in nearer geographies (Italy and Europe) mainly due to customer awareness in relation to environmental issues. In the first half of 2023, in line with the same period of the previous year, this segment underperformed due to weak market fundamentals reflecting low dynamics in European demand, competitive pressure from producers based in the United States and the Far East leveraging competitive cost structure, as well as the impact of the post-COVID re-opening of China. In addition, wholesalers postponed orders, minimizing inventory due to macroeconomic uncertainties, thereby increasing product availability on the market. These negative trends were mitigated by lower cost of feedstock and natural gas. No significant improvements are expected in the second half of the year. Eni's management is implementing a strategic path

of repositioning these two businesses with the aim of reducing in its portfolio the commodity segments characterized by weak fundamentals and exposed to the volatility of hydrocarbon margins, leveraging on biofuels, renewable and recycled chemical businesses, as well as on increasing polymers with high value added, characterized by greater stability and interesting growth outlook.

All these risks may adversely and materially impact the Group's results of operations, cash flow, liquidity, business prospects, financial condition, and shareholder returns, including dividends, the amount of funds available for stock repurchases and the price of Eni's share.

There is strong competition worldwide, both within the oil industry and with other industries, to supply energy and petroleum products to the industrial, commercial and residential energy markets

The current competitive environment in which Eni operates is characterised by volatile prices and margins of energy commodities, limited product differentiation and complex relationships with state-owned companies and national agencies of the countries where hydrocarbons reserves are located to obtain mineral rights. As commodity prices are beyond the Company's control, Eni's ability to remain competitive and profitable in this environment requires continuous focus on technological innovation, the achievement of efficiencies in operating costs, effective management of capital resources and the ability to provide valuable services to energy buyers. It also depends on Eni's ability to gain access to new investment opportunities.

In the Exploration & Production segment, Eni is facing competition from both international and state-owned oil companies for obtaining mineral licences and developing and applying new technologies to maximise hydrocarbon recovery. Because of its smaller size relative to other international oil companies, Eni may face a competitive disadvantage when bidding for large scale or capital intensive projects and it may be exposed to the risk of obtaining lower cost savings in a deflationary environment compared to its larger competitors given its potentially smaller market power with respect to suppliers, whereas in case of rising input costs due to a shortage of materials, labour and other productive factors Eni may experience higher pressure from its suppliers to raise the price of goods and services to the Company compared to Eni's larger competitors. Due to those competitive pressures, Eni may fail to obtain new exploration and development acreage, to apply and develop new technologies and to control costs.

In the Global Gas & LNG Portfolio business, Eni is facing strong competition in the European wholesale markets to sell gas to industrial customers, the thermoelectric sector and retail companies from other gas wholesalers, upstream companies, traders and other players. The results of Eni's wholesale gas business are affected by global and regional dynamics of gas demand and supplies, as well as by the constraints of its portfolio of long-term, take-or-pay supply, whereby the Company is obligated to offtake minimum annual volumes of gas or in case of failure to pay the corresponding purchase price. Due to the competitive nature of the business, sales margins tend to be small. The Issuer believes wholesale margins of gas will be negatively affected by competitive pressures and by the expected growth of renewable sources of energy that will replace natural gas in supplying electricity to European markets in the medium term. Also, the energy crisis of 2022 stimulated energy saving measures and a curtailment of consumption among businesses, households and public administrations that could lead to long-term natural gas demand destruction, intensifying competition. The Issuer believes wholesale margins of gas to remain challenged in the medium term due to competitive pressures and as renewable sources of energy continue growing their market share in covering European energy needs. The results of the LNG business are mainly influenced by the global balance between demand and supplies, considering the higher level of flexibility of LNG with respect to gas delivered via pipeline.

In its Sustainable Mobility and Refining segment, Eni is facing competition both in the refining business and in the retail marketing of fuels.

Eni's refining business has been negatively affected for many years by structural headwinds due to muted trends in the European demand for fuels, refining overcapacity and continued competitive pressure from players in the

Middle East, the United States and Far East Asia. Those competitors can leverage on larger plant scale and cost economies, availability of cheaper feedstock and lower energy expenses.

In 2022, the weak underlying fundamentals of the sector were superseded by a widespread recovery in demands for refined products. The trading environment was very volatile with refining margins hitting historic highs on some occasions and then retreating.

However, due to the start-up of new refining capacity in Middle East and other geographies, management does not expect that level of refining margin to be sustainable in the future. Furthermore, management expects demand for oil-based refined products in Europe to be negatively affected by the market penetration of EV ("Electric Vehicle") and a growth in biofuels. Based on those assumptions management did not record any reversal of previously recognized impairment losses and confirmed the full write-off of the Company's oil-based operated refineries.

Moreover, refinery's operating expenses were negatively affected by higher costs for the purchase of emission allowances to comply with the requirements of the European ETS, which reached all-time highs due to a combination of macroeconomic recovery which drove industrial production and rising coal consumption to fire power generation due to a shortage of gas supplies and cost competitiveness. The 2022 cost for emission allowance was on average 80 €/ton, up by about 50% from 2021 (53.4 €/ton). The Issuer believes costs for the purchase of CO_2 allowances to continue trending higher in the foreseeable future also due to a possible revision of the EU regulation that is anticipated to reduce free allowances.

Eni's Chemical business has been facing for years strong competition from well-established international players and state-owned petrochemical companies, particularly in the most commoditised market segments such as the production of basic petrochemical products (like polyethylene), where demand is a function of macroeconomic growth. Many of these competitors based in the Far East and the Middle East have been able to benefit from cost economies due to larger plant scale, wide geographic moat, availability of cheap feedstock and proximity to end-markets.

Excess worldwide capacity of petrochemical commodities has also fuelled competition in this business. Furthermore, petrochemical producers based in the United States have regained market share, as their cost structure has become competitive due to the availability of cheap feedstock deriving from the production of domestic shale gas from which ethane is derived, which is a cheaper raw material for the production of ethylene than the oil-based feedstock utilised by Eni's petrochemical subsidiaries. Finally, it is likely rising public concern about climate change and the preservation of the environment will negatively affect the consumption of single-use plastics going forward. In 2022, the Eni's chemicals business reverted to its historical trend of underperformance driven by a recovery in the export of cheap product flows from the Middle and Far East, the entry into service of new capacity and surging costs of plant utilities indexed to the price of natural gas. An uncertain macroeconomic outlook also weighed on the purchase decision of distributors and resellers who opted for destocking their inventories. Management believes the profitability prospects of the chemicals business will remain weak in the foreseeable future.

Plenitude and Power business engages in the supply of gas and electricity to customers in the retail markets mainly in Italy, France, Spain and other countries in Europe. Customers include households, large residential accounts (hospitals, schools, public administration buildings, offices) and small and medium-sized businesses. The retail market is characterised by strong competition among selling companies which mainly compete in terms of pricing and the ability to bundle valuable services with the supply of the energy commodity. In this segment, competition has intensified in recent years due to the progressive liberalisation of the market and the ability of residential customers to switch smoothly from one supplier to another. Eni also engages in the business of producing gas-fired electricity that is largely sold in the wholesale market and in the dispatching services market. As far as the wholesale market is concerned, margins of electricity production from gas-fired plants

("Clean Spark Spread" or "CSS") have experienced some fluctuations in recent years due to the volatility of costs of production, as well as to increasing competition from renewables.

In case the Company is unable to effectively manage the above described competitive risks, which may increase in case of a weaker-than-anticipated recovery in the post-pandemic economy or in a worst case scenario of the imposition by governments of new lockdown measures and other restrictions in response to the pandemic, the Group's future results of operations, cash flow, liquidity, business prospects, financial condition, shareholder returns, including dividends, the amount of funds available for stock repurchases and the price of Eni's shares may be adversely and significantly affected.

2 ***Risks in connection with Russia's military aggression in Ukraine***

A prolonged war could derail the post-pandemic macroeconomic recovery and could reduce demand for hydrocarbons

Russia's military aggression in Ukraine in late February 2022 occurred against a backdrop of already tight crude oil and natural gas markets, particularly in Europe. The post-pandemic recovery, leading to a pent-up demand for all kind of energy commodities and the suppression of supplies due to the financial discipline of oil&gas companies and years of underinvestment in the industry drove, a strong upcycle in commodity prices. Against this backdrop, the war triggered an energy crisis that hit severely businesses' balance sheet and the purchasing power of households across all of EU member states and the UK, souring mood and confidence. Increasingly high costs of natural gas and electricity have reignited inflationary pressures along the supply chain, forcing central banks to change course in their monetary policy. In response to Russia's aggression, the EU nations, the UK and the USA have adopted massive economic and financial sanctions to curb Russia's ability to fund the war and that is negatively affecting the economic activity. All these developments have resulted in a significant slowdown of the economy in the Euro-zone, in the UK, in the USA and in other areas.

The Group's expected earnings and cash flows in 2023 are exposed to the risks of a global economic slowdown or a possible recession which could trigger reduced growth expectations for hydrocarbon demand. The outlook is also compounded by the restrictive monetary policies being implemented by central banks to counter the shooting in inflation that could lead to a "hard landing" of the economy, particularly the U.S., with negative consequences for oil demand due to both the direct effect of higher interest rates on business growth and the possible appreciation of the U.S. dollar that would make crude oil more expensive in other currencies. Geopolitical tensions at the international level caused by the Russian invasion of Ukraine, as well as the imposition of sanctions of various orders against Russia and Russian actors, increase systemic risks. Risks of a prolonged conflict, of an escalation in military operations and of a geopolitical crisis, as well as the impacts of economic sanctions imposed by the international community against Russia may affect global manufacturing activity, supply chains, and consumer, business, and investor confidence resulting in delays or pauses in spending and investment decisions. The occurrence of such events could trigger a macroeconomic cycle slowdown, stagnation or, in the worst case, a global recession. Such conditions could lead to a reduction in demand for energy commodities and a consequent reduction in prices, which would adversely affect the Group's economic performance, cash flow, and implementation of its business plans.

2022 was characterized by an unprecedented level of volatility in the European natural gas market due to the uncertainties triggered by the Russia-Ukraine crisis and continuing disruptions in the supplies from Russia. The Issuer expects prices to remain volatile in the foreseeable future and this may negatively affect the Issuer's results of operations and cash flow.

In the aftermath of the start of the conflict, hydrocarbons prices rallied well above the peaks recorded in 2021, driven by the macro-uncertainty associated with the geopolitical situation, the possible fallout of the economic sanctions adopted by EU countries, the USA, and the UK against Russia and rising worries among market participants about possible disruptions in the hydrocarbons flows from Russia to international markets. . Natural

gas flows from Russia to Italy experienced a significant reduction, too. With 2022 prices of natural gas increasing by several hundred percentage points against the backdrop of unprecedented volatility, traders like Eni faced large margin calls and high funding costs that increased pressure on their balance sheet and leverage.

The exceptionally large price movements resulted in sizeable daily or even intraday variation margin calls as derivatives contracts were marked to market. Furthermore, the elevated volatility prompted central counterparties and financial institutions to increase the initial margin substantially. As a matter of fact, to maintain derivatives positions, traders are required to pledge liquid assets as collateral for the settlement of the derivative transactions (initial margin). Materially higher natural gas prices triggered proportional increases in the initial margins (margin call), leading to substantially higher funding needs of traders and impairing their creditworthiness, as many traders saw their bond prices fall significantly. To cope with raising borrowing costs and surging financing needs, traders opted to reduce the volume of transactions in financial derivatives leading to substantially thinner markets. Trading volumes in both exchange markets and over-the-counter saw large declines. In response to much higher funding requirements than in the past to maintain derivatives positions, as well as due to much lower hedging opportunities because of thinner liquidity in the financial derivatives markets, the Company has opted to reduce the Issuer's usual risk management activities and to retain a higher share of the commodity price risks unhedged, also considering risks of a possible default of supplies from the Issuer's Russian counterparts. Those developments may negatively affect its results of operations and cash flow in the GGP business that engages in trading large volumes of natural gas in the European markets. The Issuer believes this risk factor to continue affecting the business performance for the foreseeable future as trading conditions in the natural gas market are expected to remain challenging and volatile.

In response to the Issuer's expectations of much more volatile markets going forward, the Issuer has increased the Issuer's financial headroom by raising the Issuer's reserves of cash on hand, increasing amounts of committed credit lines, and entering into repurchase agreements using the Issuer's portfolio of securities as collateral, to cope with expected higher margins requirements and other possible financing needs. This could lead to higher finance expense and reduced investment opportunities.

Risks in connection with the Issuer's presence in Russia and its commercial relationships with Russia's State-owned companies

Eni's assets located in Russia are immaterial to the Group results. The Issuer's exploration projects in the Russian oil&gas sector have been suspended indefinitely, following the previous sanction regime, and the expenditures incurred in relation to those projects were written off in past reporting periods. Currently, the Issuer does not have booked hydrocarbons reserves in Russia.

The Group has announced the intention to divest its interest in the Blue Stream joint operations, which manages the gas pipeline that transports natural gas produced in Russia to Turkey through the Black Sea. Those volumes of gas are jointly marketed by Eni and Gazprom to the Turkish state-owned company Botas. This divestment is not expected to have a significant effect on the Group consolidated results and balance sheet. The carrying amount of the Group's interest in the Blue Stream joint operations recognized in the consolidated balance sheet amounted to €90 million as of 31 December 2022.

In 2022 the Group ceased signing new supply contracts of Russian crude oil to supply its operated refineries and has incurred higher expenses and lower margins to replace the Russian crude oil. The Issuer does not plan to alter its course of action in 2023 and will continue to avoid supplying any quantity of Russian crude for processing at its refineries or otherwise to trade any volume of Russian crude oil or refined products. In 2022 the purchase of crude oil from Russia represented 5% of the total volumes of crudes traded by Eni to support its operated refineries; those volumes were supplied before the start of the war.

Finally, Russian oil&gas companies are currently joint operators in certain upstream projects where the Issuer has a working interest. Every possible decision about the participation of the Russian counterparts to those projects are in the power of the state-owned companies of the host countries where such projects are located.

The most important transactions that involve Russian counterparts relate to the purchase of natural gas from the Russian state-owned company Gazprom and its affiliates, based on long-term supply contracts with take-or-pay clauses. In the past, the volumes supplied from Russia have represented a material amount of its global portfolio of natural gas supplies.

In the first half of 2023, gas supplies from Gazprom Export to Eni were effectively reduced to zero as part of various trade disputes between the parties (in 2022 they had covered 18% of the Group's total natural gas purchases serving the European market). Eni, having fulfilled its contractual commitments, expects this situation to continue in the second half of the year also considering that the external context has not undergone any changes. The Group's business plans for the current year had discounted this possibility, consistently limiting sales commitments. The Group through various commercial initiatives, such as using contractual flexibilities to increase withdrawals from other geographies and increasing production, has significantly reduced its dependence on Russian gas and intends to continue with this strategy with the aim of being able to be fully enfranchised as soon as possible, particularly by leveraging the development of major projects to monetize equity reserves. The overall process of replacing Russian gas in Eni's portfolio could bring out possible operational and financial risks which may be significant. Those development could negatively and significantly affect the performance of the GGP business. The Company’s decision to reduce its hedging activity in response to risks of undersupplies from its Russian counterparts has also increased the business exposure to the commodity risk.

In response to the current energy crisis, EU member states have been implementing measures intended to curb the consumption of electricity and to contain the cost of energy to businesses and households, and that could negatively affect demand for natural gas and electricity and the profitability of its operations.

Russia’s military invasion of Ukraine triggered a relevant deterioration in the fundamentals of the European natural gas and electricity sectors due to European’ dependency on Russian natural gas supplies and actual reductions in the volumes of natural gas available to Europe. This has driven material increases in the price of natural gas and in the cost of electricity that is indexed to natural gas. High energy costs have put enormous pressure on the balance sheet of businesses, also in the energy sector, forcing many industrial undertakings to halt production or to shut down plants indefinitely, while several energy wholesalers and retailers unable to manage volatility have gone bankrupt or have been bailed out by governments. Many businesses highly dependent on energy consumption have been assessing whether to relocate their operations overseas to reduce the costs of energy inputs. Households have seen their energy bills increase manyfold, resulting in social anger and protest. The economic and social ramifications of this crisis have yet to be appreciated. In response to the crisis, EU member states have been implementing several initiatives intended to reduce electricity consumptions by imposing mandated saving targets to each of the member states and to reduce the cost of electricity by introducing a mandatory cap on market revenues of electricity producers from certain sources (e.g. photovoltaic and wind power) and the possibility for the member states to temporarily set electricity prices below production costs. For example, the EU Commission’s REPowerEU plan has set a strategic goal of ceasing the EU’s dependency on Russia’s natural gas well before 2030, through various measures including supplies diversification, development of renewable energies and energy savings. Those measures could reduce electricity consumption and hence demands for natural gas and that could significantly and adversely affect the results of operations and cash flow of its E&P and GGP businesses. The mandated cap on market revenues of electricity produced at photovoltaic and wind facilities will limit the profitability upside in the Issuer’s business of renewable energies. Governments may introduce administrative measures intended to limit the ability of retail operators in the natural gas and electricity markets to pass increases in the cost of supplies onto final customers

and that could significantly and adversely affect the results of operations and cash flow at the Issuer's retail subsidiary Plenitude. Finally, governments across Europe and in the UK have imposed windfall taxes on the profits of energy companies to raise funds to compensate businesses and households for the surging energy costs and this trend has negatively affected the Issuer's results of operations and cash flow.

3 ***Safety, security, environmental and other operational risk***

The Group is exposed to significant safety, security, environmental and other operational risks connected to the nature of its operations

The Group engages in the exploration and production of oil and natural gas, processing, transportation and refining of crude oil, transport of natural gas, storage and distribution of petroleum products and the production of base chemicals, plastics, and elastomers. By their nature, the Group's operations expose Eni to a wide range of significant health, safety, security, and environmental risks. Technical faults, malfunctioning of plants, equipment and facilities, control systems failure, human errors, acts of sabotage, attacks, loss of containment and climate-related hazards can trigger adverse consequences such as explosions, blow-outs, fires, oil and gas spills from wells, pipeline and tankers, release of contaminants and pollutants in the air, the ground and in the water, toxic emissions and other negative events. The magnitude of these risks is influenced by the geographic range, operational diversity, and technical complexity of Eni's activities. Eni's future results of operations, cash flow and liquidity depend on its ability to identify and address the risks and hazards inherent to operating in those industries. In the Exploration & Production segment, Eni faces natural hazards and other operational risks including those relating to the physical and geological characteristics of oil and natural gas fields. These include the risks of eruptions of crude oil or of natural gas, discovery of hydrocarbon pockets with abnormal pressure, crumbling of well openings, oil spills, gas leaks, risks of blowout, fire or explosion and risks of earthquake in connection with drilling activities. Eni's activities in the Sustainable Mobility, Refining and Chemical segment entail health, safety and environmental risks related to the handling, transformation and distribution of oil, oil products and certain petrochemical products. These risks can arise from the intrinsic characteristics and the overall lifecycle of the products manufactured and the raw materials used in the manufacturing process, such as oil-based feedstock, catalysts, additives and monomer feedstock. These risks comprise flammability, toxicity, long-term environmental impact such as greenhouse gas emissions and risks of various forms of pollution and contamination of the soil and the groundwater, emissions and discharges resulting from their use and from recycling or disposing of materials and wastes at the end of their useful life. All of Eni's segments of operations involve, to varying degrees, the transportation of hydrocarbons. Risks in transportation activities depend on several factors and variables, including the hazardous nature of the products transported due to their flammability and toxicity, the transportation methods utilised (pipelines, shipping, river freight, rail, road and gas distribution networks), the volumes involved and the sensitivity of the regions through which the transport passes (quality of infrastructure, population density, environmental considerations). All modes of transportation of hydrocarbons are particularly susceptible to risks of blowout, fire and loss of containment and, given that normally high volumes are involved, could present significant risks to people, the environment and the property. Eni has material offshore operations relating to the exploration and production of hydrocarbons (approximately 71% of Eni's total oil and gas production for 2022 derived from offshore fields),Offshore operations in the oil and gas industry are inherently riskier than onshore activities. Offshore accidents and spills could cause damage of catastrophic proportions to the ecosystem and to communities' health and security due to the apparent difficulties in handling hydrocarbons containment in the sea, pollution, poisoning of water and organisms, length and complexity of cleaning operations and other factors. Furthermore, offshore operations are subject to marine risks, including storms and other adverse weather conditions and perils of vessel collisions, which may cause material adverse effects on the Group's operations and the ecosystem.

The Company has invested and will continue to invest significant financial resources to design and build facilities, manage its operations and continuously upgrade the methods and systems for safeguarding the

reliability of its plants, production facilities, vessels, transport and storage infrastructures, the safety and the health of its employees, contractors, local communities, and the environment, to prevent risks, to comply with applicable laws, regulations and policies and to respond to and learn from unforeseen incidents.. However, these measures may ultimately not be completely successful in preventing and/or altogether eliminating risks of adverse events.

Failure to properly manage these risks as well as accidental events like human errors, unexpected system failure, sabotages or other unexpected drivers could cause oil spills, blowouts, fire, release of toxic gas and pollutants into the atmosphere or the environment or in underground water and other incidents, all of which could lead to loss of life, damage to properties, environmental pollution, legal liabilities and/or damage claims and consequently a disruption in operations and potential economic losses that could have a material and adverse effect on the Group's results of operations, cash flow, liquidity, business prospects, financial condition, and shareholder returns, including dividends, the amount of funds available for stock repurchases and the price of Eni's shares. Eni also faces risks once production is discontinued because Eni's activities require the decommissioning of productive infrastructures, well plugging and the environmental remediation and clean-up of industrial hubs and oil and gas fields once production and manufacturing activities cease. Furthermore, in certain situations where Eni is not the operator, the Company may have limited influence and control over third parties, which may limit its ability to manage and control such risks. Eni retains worldwide third-party liability insurance coverage, which is designed to hedge part of the liabilities associated with damage to third parties, loss of value to the Group's assets related to unfavourable events and in connection with environmental clean-up and remediation. As of the date of this Base Prospectus, maximum compensation allowed under such insurance coverage is equal to $1.2 billion in case of offshore incident and $1.4 billion in case of incident at onshore facilities (refineries). Additionally, the Company may also activate further insurance coverage in case of specific capital projects and other industrial initiatives. Management believes that its insurance coverage is in line with industry practice and is enough to cover normal risks in its operations. However, the Company is not insured against all potential risks. In the event of a major environmental disaster, such as the incident which occurred at the Macondo well in the Gulf of Mexico several years ago, Eni's third-party liability insurance would not provide any material coverage and thus the Company's liability would far exceed the maximum coverage provided by its insurance. The loss Eni could suffer in case of a disaster of material proportions would depend on all the facts and circumstances of the event and would be subject to a whole range of uncertainties, including legal uncertainty as to the scope of liability for consequential damages, which may include economic damage not directly connected to the disaster. The Company cannot guarantee that it will not suffer any uninsured loss and there can be no guarantee, particularly in the case of a major environmental disaster or industrial accident, that such a loss would not have a material adverse effect on the Company.

The occurrence of any of the above mentioned risks could have a material and adverse impact on the Group's results of operations, cash flow, liquidity, business prospects, financial condition, and shareholder returns, including dividends, the amount of funds available for stock repurchases and the price of Eni's shares and could also damage the Group's reputation.

Risks deriving from Eni's exposure to weather conditions

Significant changes in weather conditions in Italy and in the rest of Europe from year to year may affect demand for natural gas and some refined products.

In colder years, demand for such products is higher. Accordingly, the results of operations of Eni's businesses engaged in the marketing of natural gas and, to a lesser extent, the Sustainable Mobility and Refining business, as well as the comparability of results over different periods may be affected by such changes in weather conditions. Over recent years, this pattern could have been possibly affected by the rising frequency of weather trends like milder winter or extreme weather events like heatwaves or unusually cold snaps, which are possible consequences of climate change.

The Group is exposed to significant financial, operational and industrial risks associated with the exploration and production of crude oil and natural gas.

The exploration and production of oil and natural gas require high levels of capital expenditures and are subject to natural hazards and other uncertainties, including those relating to the physical characteristics of oil and gas fields. The exploration and production activities are subject to mining risk and the risks of cost overruns and delayed start-up at the projects to develop and produce hydrocarbons reserves. Those risks could have an adverse, significant impact on Eni's future growth prospects, results of operations, cash flows, liquidity and shareholders' returns.

The production of oil and natural gas is highly regulated and is subject to conditions imposed by governments throughout the world in matters such as the award of exploration and production leases, the imposition of specific drilling and other work obligations, higher-than-average rates of income taxes, additional royalties and taxes on production, environmental protection measures, control over the development and decommissioning of fields and installations, and restrictions on production. A description of the main risks facing the Company's business in the exploration and production of oil and gas is provided below.

Exploratory drilling efforts may be unsuccessful

Exploration activities are mainly subject to mining risk, i.e. the risk of dry holes or failure to find commercial quantities of hydrocarbons. The costs of drilling and completing wells have margins of uncertainty, and drilling operations may be unsuccessful because of a large variety of factors, including geological failure, unexpected drilling conditions, pressure or heterogeneities in formations, equipment failures, well control (blowouts) and other forms of accidents. A large part of the Company exploratory drilling operations is located offshore, including in deep and ultra-deep waters, in remote areas and in environmentally-sensitive locations (such as the Barents Sea, the Gulf of Mexico, deep water leases off West Africa, Indonesia, the Mediterranean Sea and the Caspian Sea). In these locations, the Company generally experiences higher operational risks and more challenging conditions and incurs higher exploration costs than onshore. Furthermore, deep and ultra-deep water operations require significant time before commercial production of discovered reserves can commence, increasing both the operational and the financial risks associated with these activities.

Because Eni plans to make significant investments in executing exploration projects, it is likely that the Company will incur significant amounts of dry hole expenses in future years. Unsuccessful exploration activities and failure to discover additional commercial reserves could reduce future production of oil and natural gas, which is highly dependent on the rate of success of exploration projects and could have an adverse impact on Eni's future performance, growth prospects and returns.

Development projects bear significant operational risks which may adversely affect actual returns

Projects to develop reserves of crude oil and natural gas normally take several years before production start-up after a discovery. Such long lead times are due to the complexity of the activities and tasks that need to be performed before a project final investment decision is made and commercial production can be achieved. Those activities include the appraisal of a discovery to evaluate the technical and economic feasibility of the development project, obtaining the necessary authorizations from governments, state agencies or national oil companies, signing agreements with the first party regulating a project's contractual terms such as the production sharing and cost recovery, agreeing on fiscal terms, obtaining partners' approval, environmental permits and other conditions, signing long-term gas contracts, carrying out the concept design and the front-end engineering and building and commissioning the related plants and facilities. Moreover, projects executed with partners and joint venture partners reduce the ability of the Company to manage risks and costs, and Eni could have limited influence over and control of the operations and performance of its partners. The execution of development projects on time and on budget depends on several factors:

- the outcome of negotiations with joint venture partners, governments and state-owned companies, suppliers and potential customers to define project terms and conditions, including, for example, Eni's ability to negotiate favourable long-term contracts to market gas reserves;
- timely issuance of permits and licenses by government agencies, including obtaining all necessary administrative authorisations to drill locations, install producing infrastructures, build pipelines and related equipment to transport and market hydrocarbons;
- the ability to carry out the front-end engineering design in order to prevent the occurrence of technical inconvenience during the execution phase; timely manufacturing and delivery of critical plants and equipment by contractors, like floating production storage and offloading (FPSO) vessels, floating units for the production of liquefied natural gas (FLNG) and platforms;
- risks associated with the use of new technologies and the inability to develop advanced technologies to maximise the recoverability rate of hydrocarbons or gain access to previously inaccessible reservoirs;
- delays in the commissioning and hook-up phase;
- changes in operating conditions and cost overruns. The Issuer expects the prices of key input factors such as labour, basic materials (steel, cement and other metals) and utilities to increase meaningfully in the next year or two due to rising inflationary pressures rippling through the entire supply chain in respect of projects driven by higher worldwide demand for commodities and semi-finished goods as well as a shortage of productive factors. The Issuer also expects a rise in the daily rates of leased rigs and other drilling vessels and facilities as oil companies competes for a stable amount of supply of this kind of equipment. As a matter of fact, oilfield services companies have seen their revenues shrink meaningfully in recent years due to a contraction in capital expenditures made by their clients, and they have responded to the downturn by slashing costs and reducing expenditures in fleet upgrading and expansion;
- the actual performance of the reservoir and natural field decline; and,
- the ability and time necessary to build suitable transport infrastructures to export production to final markets.

The occurrence of any of such risks may negatively affect the time-to-market of the reserves and may cause cost overruns and start-up delays, lengthening the project pay-back period. Those would adversely affect the economic returns of Eni's development projects and the achievement of production growth targets, also considering that those projects are exposed to the volatility of oil and gas prices which may be substantially different from those estimated when the investment decision was made, thereby leading to lower return rates.

Finally, if the Company is unable to develop and operate major projects as planned, it could incur significant impairment losses of capitalised costs associated with reduced future cash flows of those projects.

Inability to replace oil and natural gas reserves could adversely impact results of operations and financial condition, including cash flows

In case the Company's exploration efforts are unsuccessful at replacing produced oil and natural gas, its reserves will decline. In addition to being a function of production, revisions and new discoveries, the Company's reserve replacement is also affected by the entitlement mechanism in its production sharing agreements ("PSAs"), whereby the Company is entitled to a portion of a field's reserves, the sale of which is intended to cover expenditures incurred by the Company to develop and operate the field. The higher the reference prices for Brent crude oil used to estimate Eni's proved reserves, the lower the number of barrels necessary to recover the same amount of expenditure, and vice versa.

Future oil and gas production is a function of the Company's ability to access new reserves through new discoveries, application of improved techniques, success in development activity, negotiations with national oil companies and other owners of known reserves and acquisitions.

An inability to replace produced reserves by discovering, acquiring and developing additional reserves could adversely impact future production levels and growth prospects. If Eni is unsuccessful in meeting its long-term targets of reserve replacement, Eni's future total proved reserves and production will decline.

Uncertainties in estimates of oil and natural gas reserves

The accuracy of proved reserve estimates and of projections of future rates of production and timing of development expenditures depends on several factors, assumptions and variables, including:

- the quality of available geological, technical and economic data and their interpretation and judgement;
- management's assumptions regarding future rates of production and costs and timing of operating and development costs. The projections of higher operating and development costs may impair the ability of the Company to economically produce reserves leading to downward reserve revisions;
- changes in the prevailing tax rules, other government regulations and contractual terms and conditions;
- results of drilling, testing and the actual production performance of Eni's reservoirs after the date of the estimates which may drive substantial upward or downward revisions; and
- changes in oil and natural gas prices which could affect the quantities of Eni's proved reserves since the estimates of reserves are based on prices and costs existing as of the date when these estimates are made.

In 2022, despite rising hydrocarbons prices, the Issuer incurred euro 432 million of asset impairment at upstream cash generating units "CGU" located in Congo, Egypt, the USA and Algeria due to the above-mentioned risks and accounting estimates. As part of the Issuer's yearly review of recoverability of the carrying amounts of oil&gas assets, the Issuer determined that certain amounts of previously booked proved reserves were no longer economically producible at those assets and the Issuer increased future expected development expenditures leading to lower recoverable amounts and the recognition of impairment losses.

Lower oil prices may impair the ability of the Company to economically produce reserves leading to downward reserve revisions.

Many of the factors, assumptions and variables underlying the estimation of proved reserves involve management's judgement or are outside management's control (prices, governmental regulations) and may change over time, therefore affecting the estimates of oil and natural gas reserves from year-to-year.

The prices used in calculating Eni's estimated proved reserves are, in accordance with the U.S. Securities and Exchange Commission (the "U.S. SEC") requirements, calculated by determining the unweighted arithmetic average of the first-day-of-the month commodity prices for the preceding 12 months. For the 12-months ending at 31 December 2022, average prices were based on 101 $/barrel for the Brent crude oil. Compared to the 2022 reference price, Brent prices have declined in the first half of 2023. If such prices do not increase in the coming months, Eni's future calculations of estimated proved reserves will be based on lower commodity prices which would likely result in the Company having to remove non-economic reserves from its proved reserves in future periods.

Accordingly, the estimated reserves reported as of the end of 2022 could be significantly different from the quantities of oil and natural gas that will be ultimately recovered. Any downward revision in Eni's estimated quantities of proved reserves would indicate lower future production volumes, which could adversely impact Eni's business prospects, results of operations, cash flows and liquidity.

The development of the Group's proved undeveloped reserves may take longer and may require higher levels of capital expenditures than it currently anticipates or the Group's proved undeveloped reserves may not ultimately be developed or produced

As of 31 December 2022, approximately 37% of the Group's total estimated proved reserves (by volume) were undeveloped and may not be ultimately developed or produced. Recovery of undeveloped reserves requires significant capital expenditures and successful drilling operations. The Group's reserve estimates assume it can and will make these expenditures and conduct these operations successfully. These assumptions may prove to be inaccurate and are subject to the risk of a structural decline in the prices of hydrocarbons due to a possible acceleration towards a low-carbon economy and a shift in consumers' behaviour and preferences. In case of a prolonged decline in the prices of hydrocarbon the Group may not have enough financial resources to make the necessary expenditures to recover undeveloped reserves. The Group's reserve report as of 31 December 2022 includes estimates of total future development and decommissioning costs associated with the Group's proved total reserves of approximately €44.3 billion (undiscounted, including consolidated subsidiaries and equity accounted entities). It cannot be certain that estimated costs of the development of these reserves will prove correct, development will occur as scheduled, or the results of such development will be as estimated. In case of change in the Company's plans to develop those reserves, or if it is not otherwise able to successfully develop these reserves as a result of the Group's inability to fund necessary capital expenditures or otherwise, it will be required to remove the associated volumes from the Group's reported proved reserves.

The oil&gas industry is a capital-intensive business and needs large amount of funds to find and develop reserves. In case the Group does not have access to sufficient funds its oil&gas business may decline

The oil and gas industry is a capital intensive business. Eni makes and expects to continue making substantial capital expenditures in its business for the exploration, development and production of oil and natural gas reserves. Over the next four years, the Company plans to invest in the oil and gas business approximately €6-6.5 billion per year on average. Historically, Eni's capital expenditures have been financed with cash generated from operations, proceeds from asset disposals, borrowings under its credit facilities and proceeds from the issuance of debt and bonds. The actual amount and timing of future capital expenditures may differ materially from Eni's estimates as a result of, among other things, changes in commodity prices, changes in cost of oil services, available cash flows, lack of access to capital, actual drilling results, the availability of drilling rigs and other services and equipment, the availability of transportation capacity, and regulatory, technological and competitive developments. Eni's cash flows from operations and access to capital markets are subject to several variables, including but not limited to:

- the amount of Eni's proved reserves;
- the volume of crude oil and natural gas Eni is able to produce and sell from existing wells;
- the prices at which crude oil and natural gas are marketed;
- Eni's ability to acquire, find and produce new reserves; and
- the ability and willingness of Eni's lenders to extend credit or of participants in the capital markets to invest in Eni's bonds.

If revenues or Eni's ability to borrow decrease significantly due to factors such as a prolonged decline in crude oil and natural gas prices or a more stringent investment framework on part of lenders and financing institutions due to ESG considerations, Eni might have limited ability to obtain the capital necessary to sustain its planned capital expenditures. In addition, a greater than expected capital expenditure may curtail Eni's ability to return cash to is shareholders through dividends and share repurchases. If cash generated by operations, cash from asset disposals, or cash available under Eni's liquidity reserves or its credit facilities is not sufficient to meet

capital requirements, the failure to obtain additional financing could result in a curtailment of operations relating to development of Eni's reserves, which in turn could adversely affect its results of operations and cash flows and its ability to achieve its growth plans. The variability of Eni's cash flow from operation has become an even greater risk factor in the current scenario, which is featuring significant increases in expenditures to sustain the Company's current production plateau. Higher cash requirements to fund the Company's capital plans at a time when hydrocarbons prices may come under pressure due to macroeconomic risks may increase the Company's financial risk profile and may require us to take on new finance debt from banks and financing institutions. Finally, funding Eni's capital expenditures with additional debt will increase its leverage and the issuance of additional debt will require a portion of Eni's cash flows from operations to be used for the payment of interest and principal on its debt, thereby reducing its ability to use cash flows to fund capital expenditures and dividends.

Oil and gas activity may be subject to increasingly high levels of income taxes and royalties

Oil and gas operations are subject to the payment of royalties and income taxes, which tend to be higher than those payable in many other commercial activities. Management believes that the marginal tax rate in the oil and gas industry tends to increase in correlation with higher oil prices, which could make it more difficult for Eni to translate higher oil prices into increased net profit. However, the Company does not expect that the marginal tax rate will decrease in response to falling oil prices. Adverse changes in the tax rate applicable to the Group's profit before income taxes in its oil and gas operations would have a negative impact on Eni's future results of operations and cash flows.

The surge in hydrocarbons and electricity prices drove a strong rebound in the results of companies in the energy sector. This trend started in 2021 due to a rebound in economic activity post the COVID-19 downturn and then accelerated in 2022 due to market fundamentals and geopolitical factors. The rise in the cost of fuels and energy has significantly and adversely affected businesses' profit margins and households' disposable income. In response to growing public concern, in the course of 2022 governments of EU member states and of UK have enacted one-off or temporary windfall levies to increase the taxes on the profits of energy companies relating to the portion of those profits deemed to exceed historical averages, to collect funds to alleviate the financial burden on households and businesses due to rising costs of fuels and energy.

Windfall taxes significantly and negatively affected the Group's results of operations and cash flows for 2022.

The Italian state's Budget Law 2023, introduced a new solidarity contribution to be paid by energy companies resident in Italy in 2023, calculated by applying a 50% rate to the 2022 corporate taxable income that exceeds an amount equal to 110% of the average taxable income recorded in the previous four years.

Any further tightening of the tax pressure or any extraordinary one-off levies on the basis of measures that might be issued by the governments of the countries in which the Group operates-including Italy-could lead to an increase, even a significant one, in the taxes to which the Group is subject, with a consequent significant impact on the Group's economic, asset and financial situation.

Given the current environment of high energy prices, rising pressures on public finances due to an expected economic slowdown and the perception the oil&gas companies may be benefiting from the ongoing geopolitical situation, management cannot rule out the possibility of the introduction of new windfall taxes and other extraordinary levies targeting the hydrocarbons sector, which could negatively affect the Group's results of operations and cash flows.

The present value of future net revenues from Eni's proved reserves will not necessarily be the same as the current market value of Eni's estimated crude oil and natural gas reserves

The present value of future net revenues from Eni's proved reserves may differ from the current market value of Eni's estimated crude oil and natural gas reserves. In accordance with the SEC rules, Eni bases the estimated

discounted future net revenues from proved reserves on the 12-month un-weighted arithmetic average of the first day of the month commodity prices for the preceding twelve months. Actual future prices may be materially higher or lower than the SEC pricing used in the calculations. Actual future net revenues from crude oil and natural gas properties will be affected by factors such as:

- the actual prices Eni receives for sales of crude oil and natural gas;
- the actual cost and timing of development and production expenditures;
- the timing and amount of actual production; and
- changes in governmental regulations or taxation.

The timing of both Eni's production and its incurrence of expenses in connection with the development and production of crude oil and natural gas properties will affect the timing and amount of actual future net revenues from proved reserves, and thus their actual present value. Additionally, the 10% discount factor Eni uses when calculating discounted future net revenues may not be the most appropriate discount factor based on interest rates in effect from time to time and risks associated with Eni's reserves or the crude oil and natural gas industry in general.

Oil and gas activity may be subject to increasingly high levels of regulations throughout the world, which may have an impact on the Group's extraction activities and the recoverability of reserves

The production of oil and natural gas is highly regulated and is subject to conditions imposed by governments throughout the world in matters such as the award of exploration and production leases, the imposition of specific drilling and other work obligations, environmental protection measures, control over the development and abandonment of fields and installations, and restrictions on production. These risks can limit the Group's access to hydrocarbons reserves or may cause the Group to redesign, curtail or cease its oil and gas operations with significant effects on the Group's business prospects, results of operations and cash flow.

4 ***Risks related to political considerations***

Country risk

As of 31 December 2022, 81% of Eni's proved hydrocarbon reserves were located in non-OECD (Organization for Economic Cooperation and Development) countries, mainly in Africa, Central Asia and Middle East where the socio-political framework, the financial system and the macroeconomic outlook are less stable than in the OECD countries. In those non-OECD countries, Eni is exposed to a wide range of political risks and uncertainties, which may impair Eni's ability to continue operating economically on a temporary or permanent basis, and Eni's ability to access oil and gas reserves. Particularly, Eni faces risks in connection with the following potential issues and risks:

- socio-political instability leading to internal conflicts, revolutions, establishment of non-democratic regimes, protests, attacks, and other forms of civil disorder and unrest, such as strikes, riots, sabotage, blockades, vandalism and theft of crude oil at pipelines, acts of violence and similar events. These risks could result in disruptions to economic activity, loss of output, plant closures and shutdowns, project delays, loss of assets and threats to the security of personnel. They may disrupt financial and commercial markets, including the supply of and pricing for oil and natural gas, and generate greater political and economic instability in some of the geographical areas in which Eni operates. Additionally, any possible reprisals because of military or other action, such as acts of terrorism in Europe, the United States or elsewhere, could have a material adverse effect on the world economy and hence on the global demand for hydrocarbons. In recent years including 2022, the Issuer has experienced higher-than-usual frequency

in the theft of oil at the Issuer's pipelines in Nigeria, which have resulted in significant loss of output and revenues;

- lack of well-established and reliable legal systems and uncertainties surrounding the enforcement of contractual rights;
- unfavourable enforcement of laws, regulations and contractual arrangements leading, for example, to expropriation, nationalization or forced divestiture of assets and unilateral cancellation or modification of contractual terms;
- sovereign default or financial instability since those countries rely heavily on petroleum revenues to sustain public finance. Financial difficulties at country level often translate into failure by state-owned companies and agencies to fulfil their financial obligations towards Eni relating to funding capital commitments in projects operated by Eni or to timely paying for supplies of equity oil and gas volumes;
- restrictions on exploration, production, imports and exports;
- tax or royalty increases (including retroactive claims);
- difficulties in finding qualified international or local suppliers in critical operating environments; and
- complex processes of granting authorizations or licenses affecting time-to-market of certain development projects.

Areas where Eni operates and where the Company is particularly exposed to political risk include, but are not limited to Libya, Venezuela, and Nigeria.

Eni's operations in Libya are currently exposed to significant geopolitical risks. The social and political instability of the Country dates back to the revolution of 2011 that brought a change of regime and a civil war, triggering an uninterrupted period of lack of well-established institutions and recurrent acts of internal conflict, clashes, acts of war, disorders and other forms of civil turmoil and unrest between the two conflicting factions that emerged in the post-revolution political landscape. In the year of the revolution, Eni's operations in Libya were materially affected by a full-scale war, which forced the Company to shut down its development and extractive activities for almost all of 2011, with a significant negative impact on the Group's results of operation and cash flow. In subsequent years, Eni has experienced frequent disruptions to its operations, albeit on a smaller scale than in 2011, due to security threats to its installations and personnel and plan shutdowns due to force majeure. Since September 2020, the country had undergone a phase of stability which lasted for a large part of 2021, thanks to a pacification agreement with the aim of installing a new government freely elected by the entire population. However, the electoral process failed and the opposition between the Government of National Unity installed in Tripoli and the self-appointed National Stability Government installed in the east of the country resumed, fuelling protests for a better redistribution of oil revenues and social tension. In 2022, the situation of instability and disorder determined the almost total shutdown of oil production in the eastern part of the country and the main export terminals, while two factions were disputing the appointment of the top management of the NOC State Company. The force majeure affected some assets participated by Eni. Management believes that Libya's geopolitical situation will continue to represent a source of risk and uncertainty to Eni's operations in the country and to the Group's results of operations and cash flow. Currently, Libyan production represents approximately 10% of the Group's total production.

Venezuela is experiencing a structural economic and financial crisis caused by shrinking oil sector revenues that have been affected by both the COVID-19-related crisis and U.S. sanctions aimed at targeting the country's oil sector, the Venezuelan government and state-owned oil companies. The country's financial outlook poses a risk to the recovery of Eni's investment in the Perla project, a large offshore gas field operated by local company Cardón IV, a 50-50 joint venture with another international oil company. Investments and reserves in other Eni

projects in the country have been fully written down in previous reporting periods due to risks associated with the operating environment. Currently, Eni's invested capital in the country amounts to approximately €1 billion, mainly related to overdue trade receivables from the state-owned company Petróleos de Venezuela SA ("PDVSA") for supplies of equity gas from the Perla field, the recoverability of which is made difficult by the U.S. sanctions regime. During the first half of 2023, the increase in receivables related to natural gas supplies in the period was partially offset by some in kind repayments through the allocation of PDVSA-owned crude oil cargoes in compliance with the current sanctions framework in light of a partial easing of the sanction regime by the U.S.

In Nigeria, the Group has credit exposures related to the financing of oil & gas projects in the country, for which Eni, as operator, bears the development costs by charging them, in proportion to their respective shares in the initiative, to the state oil company NNPC and any local partners. The amount of overdue receivables from the state counterpart shows a decreasing trend, while the exposure to the local oil company partner continues to deteriorate, which has suspended payments for calls for funds for several years given the ongoing arbitration related to the dispute over the amount of Eni charges. Other country risks in Nigeria are related to the operating environment in connection with the phenomenon of continuous oil withdrawals from pipelines carrying Eni-owned crude oil, resulting in lost revenues, damage to infrastructure, and spills into the ground. In addition, Eni is a party to an arbitration proceeding in connection with the conversion of the Nigerian mineral title OPL 245 relating to the exploration of the offshore block of the same name, for which Eni had requested conversion to a development license. Changes in the economic, financial, and political environment of the countries in which the Group operates could affect Eni's operating and investment choices, which could also ultimately decide to downsize the Group's presence in certain areas, with possible negative repercussions on the Issuer's and the Group's economic, equity, and financial situation. Furthermore, Eni’s operations in Nigeria were negatively affected by continuing acts of theft of oil at onshore pipelines.

Finally, Eni’s Oil Prospecting License 245 expired in May 2021 and a request is pending to convert the license into an oil mining license to start development operations of the license reserves before the Nigerian authorities in charge. The management believes the request of conversion complies with the contractual terms, deadlines, and any other applicable conditions. However, the Nigerian authorities are holding back the approval. Eni has started an arbitration before an ICSID court to preserve the value of its asset.

Sanctions targets

The most relevant sanction programs for Eni are those issued by the European Union and the United States of America, the UK and, as of today, the restrictive measures adopted by such authorities in respect of Russia and Venezuela.

As a consequence of the military aggression of Ukraine, the European Union, the United Kingdom the United States and the G-7 countries adopted a comprehensive system of sanctions against Russia to weaken its economy and its ability to finance the war. The sanction system is constantly evolving.

The main targets of the sanctions are the Russian energy and financial sectors The European Union has sanctioned, inter alia, the Russian Central Bank, many commercial banks and Russian state-owned companies by imposing a ban on EU operators from making transactions with sanctioned entities.

Considering the complexity of the sanctions and the existing Eni’s contracts for gas supply from Russia and the need to make payments to Russian counterparties, the Company is exposed to the risk of possible violations of the sanction’s regime.

Eni adopted the necessary measures to ensure that its activities are carried out in accordance with the applicable rules, ensuring continuous monitoring of the evolution in the sanction framework, to adapt on an ongoing basis its activities to the applicable restrictions. In particular, Eni decided to adhere on a temporary basis and without

prejudice to any of its contractual rights to a new procedure of payment in rubles of Russian gas supplies, requested by the supplier Gazprom Export in execution of Russian legislative acts.

Such decision was taken after a careful assessment of the risks of possible violation of the sanction's regime, as well as all the risks related to the duty to implement fairly the contractual obligations and after obtaining the prior written confirmation by the Italian competent Authorities, that they do not see any elements preventing to adhere to the mentioned payment procedure according to the EU sanctions framework.

Eni has agreed to adhere to the new procedure, which the Issuer believes does not constitute a unilateral modification of the supply contract and invoices have continued to be issued in euro. This new procedure provides: i) the opening by Eni, as a precautionary measure, of two currency accounts called "K accounts" at the Russian Gazprombank; ii) the deposit by Eni of the invoices balance expressed in euro in one of the two K accounts (the one denominated in euro); iii) the conversion by Gazprombank into rubles at the Moscow Stock Exchange in the following 48 hours through a clearing agent; iv) the transfer according to the procedure of rubles obtained in the second K account (denominated in rubles). GazpromExport will be paid through this latter K account.

Eni considers that this conversion does not constitute the management of assets or reserves of the Russian Central Bank or a form of financing for Gazprombank or other entities subject to EU sanctions, as well as that the opening of K accounts takes place without prejudice to any of its contractual rights. Furthermore, in line with the indications of the European Commission, Eni clarified to Gazprom Export that the fulfilment of its contractual obligations will be considered completed with the transfer in euros and that, therefore, all costs and risks deriving from the conversion procedure will be borne by the Russian supplier.

As a precautionary measure, Eni has initiated an international arbitration based on the Swedish law (as required by the existing contracts) to resolve doubts regarding the contractual changes required by the new payment procedure and the correct allocation of costs and risks.

Furthermore, an escalation of the international crisis, resulting in a tightening of sanctions, could entail a significant disruption of energy supply and trade flows globally, which could have a material adverse effect on the Group's business, financial conditions, results of operations and prospects.

From 2017, the United States have enacted a regime of economic and financial sanctions against Venezuela. The scope of the restrictions, initially targeting certain financial instruments issued or sold by the Government of Venezuela, was gradually expanded over 2017 and 2018 and then significantly broadened during the course of 2019 when PDVSA, the main national state-owned enterprise, has been added to the "Specially Designated Nationals and Blocked Persons List" and the Venezuelan government and its controlled entities became subject to assets freeze in the United States. Even if such U.S. sanctions are substantially "primary" and therefore dedicated in principle to U.S. persons only, retaliatory measures and other adverse consequences may also interest foreign entities which operate with Venezuelan listed entities and/or in the oil sector of the country. The U.S. sanction policy against Venezuela was further tightened in the final part of 2020 by restricting any Venezuelan oil exports, including swap schemes utilised by foreign entities to recover trade and financing receivables from PDVSA and other Venezuelan counterparties, thus reducing the Group's ability to collect the trade receivable owed to Eni for its activity in the country.

During the course of 2022 and 2023 the US Administration partially eased certain restrictions against Venezuela.

Eni carefully evaluates on a case-by-case basis the adoption of adequate measures to minimize its exposure to any sanctions risk which may affect its business operation. In any case, the U.S. sanctions add stress to the already complex financial, political and operating outlook of the country, which could further limit the ability of Eni to recover its investments in Venezuela.

5 ***Risks specific to the Company's gas business in Italy***

Current negative trends in the competitive environment of natural gas in Europe may impair the Company's ability to fulfil its minimum off-take obligations in connection with its take-or-pay, long-term gas supply contracts

Eni is currently party to a few long-term gas supply contracts with state-owned companies of key producing countries, from where most of the gas supplies directed to Europe are sourced via pipeline (Russia, Algeria, Libya, and Norway). These contracts which were intended to support Eni's sales plan in Italy and in other European markets, provide take-or-pay clauses whereby the Company has an obligation to lift minimum, pre-set volumes of gas in each year of the contractual term or, in case of failure, to pay the whole price, or a fraction of that price, up to a minimum contractual quantity. Similar considerations apply to ship-or-pay contractual obligations which arise from contracts with pipeline owners, which the Company has entered into to secure long-term transport capacity. Long-term gas supply contracts with take-or pay clauses expose the Company to a volume risk, as the Company is obligated to purchase an annual minimum volume of gas, or in case of failure, to pay the underlying price. The structure of the Company's portfolio of gas supply contracts is a risk to the profitability outlook of Eni's wholesale gas business due to the current competitive dynamics in the European gas markets. In past downturns of the gas sector, the Company incurred significant cash outflows in response to its take-or-pay obligations. Furthermore, the Company's wholesale business is exposed to volatile spreads between the procurement costs of gas, which are linked to spot prices at European hubs or to the price of crude oil, and the selling prices of gas which are mainly indexed to spot prices at the Italian hub.

Eni's management is planning to continue its strategy of renegotiating the Company's long-term gas supply contracts in order to constantly align pricing terms to current market conditions as they evolve and to obtain greater operational flexibility to better manage the take-or-pay obligations (volumes and delivery points among others), considering the risk factors described above. The revision clauses included in these contracts state the right of each counterparty to renegotiate the economic terms and other contractual conditions periodically, in relation to ongoing changes in the gas scenario. Management believes that the outcome of those renegotiations is uncertain in respect of both the amount of the economic benefits that will be ultimately obtained and the timing of recognition of profit. Furthermore, in case Eni and the gas suppliers fail to agree on revised contractual terms, both parties can start an arbitration procedure to obtain revised contractual conditions. All these possible developments within the renegotiation process could increase the level of risks and uncertainties relating the outcome of those renegotiations.

Risks associated with the regulatory powers entrusted to the Italian Regulatory Authority for Energy, Networks and Environment in the matter of pricing to residential customers

Eni's wholesale gas and retail gas and power businesses are subject to regulatory risks mainly in Italy's domestic market. The Italian Regulatory Authority for Energy, Networks and Environment (the "Authority") is entrusted with certain powers in the matter of natural gas and power pricing. Specifically, the Authority retains a surveillance power on pricing in the natural gas market in Italy and the power to establish selling tariffs for the supply of natural gas to residential and commercial users until the market is fully opened. Developments in the regulatory framework intended to increase the level of market liquidity or of deregulation or intended to reduce operators' ability to transfer to customers cost increases in raw materials may negatively affect future sales margins of gas and electricity, operating results and cash flow. In response to the context of rising prices that occurred between 2021 and 2022 and with the aim of reducing the cost of the energy bill, ARERA intervened with Resolution 374/2022/R/GAS by which it determined the transition of the reference of the raw material from TTF to PSV with monthly updating of the component to cover the cost of wholesale natural gas supply for customers under protection conditions. The termination of the Authority's price protection for the electricity under a statutory provision (for domestic customers and small businesses connected to low voltage) and natural gas (for domestic customers as defined above) sectors initially expected in 2019 has been subject to successive

extensions. This termination was last regulated with regard to the gas sector by Law Decree November 18, 2022, No. 176 (Aid Quater), which established:

- the postponement to 10 January 2024 of the deadline for the removal of price safeguard in the gas sector provided in the Annual Law for Competition No. 124/2017 (Article 1 paragraph 59);
- the postponement to 10 January 2024 (instead of January 1, 2023) of the deadline from which suppliers and operators of the service are required to offer vulnerable customers a subsidized tariff for the supply of natural gas (amendment Art. 22, para. 2-bis.1, Legislative Decree 164/2000). As for the electricity sector, the Decree of the Minister of the Environment and Energy Security No. 169 of 18 May 2023, which provides measures for the informed entry of domestic customers into the free market, stipulates by 10 January 2024: the conclusion of the competitive procedures for the graduated protection service for non-vulnerable domestic customers; that the Authority shall ensure that the transition from the current greater protection regime takes place in accordance with the provisions of the unitary euro law for vulnerable customers (Article 1, paragraph 3).

Thus, there is currently an ex lege override of price safeguard as of January 2024 in both markets. However, an amendment has recently been approved that binds the companies that won the competitive procedures for the service with gradual protections to take on the relevant call centre contractors per awarded area. This, in the vison of ARERA, would be incompatible with the definition and conduct of the tender procedures in time to target the deadline of 10 January 2024, Regarding micro-enterprise electricity customers, with Resolution 491/2021/R/eel, ARERA regulated the competition procedure to assign graduated protection service effective from 1 January 2023 (later slipped to 1 April 2023). On September 8, 2022, MiTE (Ministero della Transizione Energetica) published the DM on criteria and modalities for overcoming regulated price regimes and on criteria for ensuring the supply of electricity to micro-enterprises (≤ 15 kW) that, as of January 1, 2023 (later slipped regulatorily to April 1), do not have a supplier in the free market. The same DM (Art. 3 paragraph 5) provided that upon the expiration of the period of provision of the Gradual Protection Service (STG), the customer who has not opted for a free-market offer will be supplied by the same STG operator on the basis of its most convenient free market offer. In view of the goal of overcoming gas and power protection tariffs, measures have been introduced to follow the consumer's choice on the free market with adequate information supports and by providing tools to compare market offers among operators. In the area of costs and criteria to access to the main logistical infrastructures of the gas system, the main risk factors for the business are related to the processes of defining the economic conditions and rules to have access to transportation services, LNG regasification, and storage, which periodically affect all European countries in which Eni operates.

As far as the gas transportation tariffs is concerned, the redefinition of tariff criteria is scheduled to take place at set intervals in the various European countries - the next one is expected to take place starting in 2024 in most countries - and may still lead to impacts on logistics costs in the future. Further rule changes could affect the regasification and storage sector, partly as a result of the market environment and potential critical issues for European security of supply that have arisen as a result of the Russian-Ukrainian conflict, representing risk factors as well as opportunities for business. In addition, the recent energy crisis context has directed legislators, at the European and individual country level, toward evolutions - albeit temporary - of legislation and consequent regulation that may affect market dynamics, with the aim of containing prices for end customers and improving security of supply (e.g., obligations to reduce end-use consumption, caps on wholesale gas product derivative prices traded in regulated markets, obligations to fill storage facilities, ex ante notification obligations to the European Commission of new supply contracts). In the medium term, it is expected that gas demand at the European level may be supported by policies geared toward accelerating the phase-out of coal in power generation - in view of decarbonization targets - and, in some countries, the phase-out of nuclear generation. On the other hand, with the implementation of the European Green Deal, the regulation of the gas sector may be affected by potentially even significant changes in the coming years, as a result of adjustments

in the design of markets and/or new obligations or constraints on gas operators, which may accompany the evolution of European regulations in a context of energy transition and consistent with the decarbonization goals of the energy sector. These changes will lead to pressures on the natural gas sector but at the same time will open up and support new business opportunities in decarbonized and renewable gas, which Eni is ready to pursue. As for the electricity sector, the electricity capacity market auctions (so-called. "Capacity Market"), , will entail positive results for Eni as a result of the recognition of a premium as assignee of capacity for existing plants, of which it is the owner as a Group, and for the project of a new plant to be developed by EniPower at the Ravenna site delivery starting from the second half of 2023. For the years 2022, 2023 and 2024, there remains a risk that the auctions could be cancelled due to appeals filed with the Regional Administrative Court by some operators (the European Court has already ruled rejecting the operators' appeals). There is uncertainty as to whether auctions can be held for the years after 2024 because, also in accordance with European regulations, the mechanism will be proposed again downstream of a new assessment by Terna on the state of adequacy of the electricity system. It is also possible that the auctions will be held but with a reduction in the premium recognized to participating entities as a result of one or more of the following events: Terna reduces the adequacy requirement, there is more competition in the auctions, ARERA revises the parameters of the mechanism. In addition, significant regulatory developments are taking place, which may pose risk factors for the business: these include reforms in market mechanisms resulting from the need to comply with EU regulations and emergency interventions by the government to compensate for the phenomenon of high energy prices. Interventions focused on the regulation of corporate tax credits, suspended since the third quarter of 2023; the zeroing of system charges, still in place for the third quarter of 2023 for gas and reinstated since the second quarter of 2023 for electricity; and the 5% VAT for gas still in place for the third quarter of 2023. In the current energy crisis context, characterized by many regulatory interventions at EU and national level aimed at ensuring security of supply and curbing consumptions and energy prices for final customers, also the Issuer's GGP business that engages in the wholesale marketing of natural gas and the power generation business that sell produced electricity on the spot market could be exposed to a regulatory risk, although on a smaller scale than the retail business due to well-established and liquid spot markets for natural gas and electricity.

6 ***Risks related to environmental, health and safety regulations and relevant legal risks***

Eni has incurred in the past, and will continue incurring, material operating expenses and expenditures, and is exposed to business risk in relation to compliance with applicable environmental, health and safety regulations in future years, including compliance with any national or international regulation on greenhouse gas (GHG) emissions.

Eni is subject to numerous European Union, international, national, regional and local laws and regulations regarding the impact of its operations on the environment and on health and safety of employees, contractors, communities and on the value of properties. Laws and regulations intended to preserve the environment and to safeguard health and safety of workers and communities impose several obligations, requirements and prohibitions to the Company's businesses due to their inherent nature because of flammability, dangerousness and toxicity of hydrocarbons and of objective risks of industrial processes to explore, develop, extract, refine and transport oil, gas, and products. Generally, these laws and regulations require acquisition of a permit before drilling for hydrocarbons may commence, restrict the types, quantities and concentration of various substances that can be released into the environment in connection with exploration, drilling and production activities, including refinery and petrochemical plant operations, limit or prohibit drilling activities in certain protected areas, require to remove and dismantle drilling platforms and other equipment and well plug-in once oil and gas operations have terminated, provide for measures to be taken to protect the safety of the workplace, the health of employees, contractors and other Company collaborators and of communities involved by the Company's activities, and impose criminal or civil liabilities for polluting the environment or harming employees' or communities' health and safety as result from the Group's operations. These laws and regulations control the emission of scrap substances and pollutants, discipline the handling of hazardous materials and set

limits to or prohibit the discharge of soil, water or groundwater contaminants, emissions of toxic gases and other air pollutants or can impose taxes on carbon dioxide emissions, as in the case of the European Trading Scheme that requires the payment of a tax for each tons of carbon dioxide emitted in the environment above a pre-set allowance, resulting from the operation of oil and natural gas extraction and processing plants, petrochemical plants, refineries, service stations, vessels, oil carriers, pipeline systems and other facilities owned or operated by Eni.

In addition, Eni's operations are subject to laws and regulations relating to the production, handling, transportation, storage, disposal and treatment of waste. Breaches of environmental, health and safety laws and regulations as in the case of negligent or wilful release of pollutants and contaminants into the atmosphere, the soil, water or groundwater or exceeding the concentration thresholds of contaminants set by the law expose the Company to the incurrence of liabilities associated with compensation for environmental, health or safety damage and expenses for environmental remediation and clean-up. Furthermore, in the case of violation of certain rules regarding the safeguard of the environment and the health of employees, contractors and other collaborators of the Company, and of communities, the Company may incur liabilities in connection with the negligent or wilful violation of laws by its employees as per Italian Law Decree No. 231/2001.

Environmental, health and safety laws and regulations have a substantial impact on Eni's operations. Management expects that the Group will continue to incur significant amounts of operating expenses and expenditures in the foreseeable future to comply with laws and regulations and to safeguard the environment and the health and safety of employees, contractors and communities involved by the Company operations, including:

- costs to prevent, control, eliminate or reduce certain types of air and water emissions and handle waste and other hazardous materials, including the costs incurred in connection with government action to address climate change (see the specific section below on climate-related risks);
- remedial and clean-up measures related to environmental contamination or accidents at various sites, including those owned by third parties;
- damage compensation claimed by individuals and entities, including local, regional or state administrations, should Eni cause any kind of accident, oil spill, well blowouts, pollution, contamination, emission of air pollutants and toxic gases above permitted levels or of any other hazardous gases, water, ground or air contaminants or pollutants, as a result of its operations or if the Company is found guilty of violating environmental laws and regulations; and
- costs in connection with the decommissioning and removal of drilling platforms and other facilities, and well plugging at the end of oil and gas field production.

As a further consequence of any new laws and regulations or other factors, like the actual or alleged occurrence of environmental damage at Eni's plants and facilities, the Company may be forced to curtail, modify or cease certain operations or implement temporary shutdowns of facilities. If any of the risks set out above materialise, they could adversely impact the Group's results of operations, cash flow, liquidity, business prospects, financial condition, and shareholder returns, including dividends, the amount of funds available for stock repurchases and the price of Eni's shares.

7 ***Climate change-related risks***

Increasing worldwide efforts to tackle climate change may lead to the adoption of stricter regulations to curb carbon emissions and this may end up suppressing demands for the Issuer's products in medium-to-long term.

Governments of the nations that have signed the 2015 COP 21 Paris Agreement have been advancing plans and initiatives intended to transition the economy towards a low-carbon model in the long run to pursue the objective of containing the temperature increase to 1.5 °C above preindustrial levels and tackling risks of structural modifications to the Earth climate, which would pose serious threat to life on the planet. The scientific community has been sounding alarms over the potential, catastrophic consequences caused by rising global temperatures to the environment and has established that the release in the atmosphere of carbon dioxide (CO_2) as a result of burning fossil fuels and other human activities and the emissions of other harmful gases like methane are the main drivers of climate change. The rising in frequency and dangerousness of many extreme weather events has been widely recognized as a direct consequence of the climate change such as floods, drought, hurricanes, heat waves, cold snaps, rising sea levels, fires, and other environmental mutations, which have been causing material damage to economies, loss of human lives, damage to property, destruction of ecosystems and other negative impacts. The energy transition, as well as increasingly stricter regulations in the field of CO_2 emission, could adversely and materially affect demands for the Group's products and hence the Issuer's business, results of operations and prospects.

The dramatic fallout of the COVID-19 pandemic on economic activity and people's lifestyle could have possibly accelerated the evolution toward a low-carbon model of development. This is because many governments and the EU deployed massive amounts of resources to help the economy recover and a large part of this economic stimulus has been or is planned to be directed to help transitioning the economy and the energy mix towards a low-carbon model, as in the case of the EU's recovery fund, which provides for huge investments in the sector of renewable energies and the green economy, including large-scale adoption of hydrogen as a new energy source.

Those risks may emerge in the short, medium and long term.

Eni expects that the achievement of the Paris Agreement goal of limiting the rise in temperature to well below 2° C above preindustrial levels in this century, or the more ambitious goal of limiting global warming to 1.5° C, will strengthen the global response to the issue of climate change and spur governments to introduce measures and policies targeting the reduction of GHG emissions, which are expected to bring about a gradual reduction in the use of fossil fuels over the medium to long-term, notably through the diversification of the energy mix, likely reducing local demand for fossil fuels and negatively affecting global demand for oil and natural gas.

Although the Company is investing a significant amount of resources to develop decarbonized products and to grow the generation capacity of renewable power and other low and zero carbon technologies to produce power or absorb carbon dioxide (CO_2) from the atmosphere, the Group's financial performance and business prospects still depends in a substantial way on the legacy business of Exploration & Production. In case demands for hydrocarbons decline rapidly due to widespread adoption of regulations, rules or international treaties designed to reduce GHG emissions, the Issuer's results of operations and business prospects may be significantly and negatively affected.

Eni expects its operating and compliance expenses to increase in the short term due to the likely growing adoption of carbon tax mechanisms. Some governments have already introduced carbon pricing schemes, which can be an effective measure to reduce GHG emissions at the lowest overall cost to society. Currently, about half of the direct GHG emissions coming from Eni's operated assets are included in national or supranational Carbon Pricing Mechanisms, such as the European Emission Trading Scheme (ETS), which provides an obligation to purchase, on the open market, emission allowances in case GHG emissions exceed a pre-set amount of emission allowances allotted for free. In 2022, to comply with this carbon emissions scheme, Eni purchased on the open market allowances corresponding to 16.73 million tons of CO_2 emissions incurring expenses of around €950 million. Due to the likelihood of new regulations in this area and expectations of a reduction in free allowances under the European ETS and the likely adoption of similar schemes by a rising number of governments, Eni is

aware of the risk that a growing share of the Group's GHG emissions could be subject to carbon-pricing and other forms of climate regulation in the near future, leading to additional compliance and cost obligations with respect to the release in the atmosphere of carbon dioxide. In the future, the Issuer could incur increased investments and significantly higher operating expenses in case the Company is unable to reduce the carbon footprint of its operations. Eni also expects that governments will require companies to apply technical measures to reduce their GHG emissions.

In the long-term demands for hydrocarbons may be materially reduced by the projected mass adoption of electric vehicles, the development of green hydrogen, the deployment of massive investments to grow renewable energies also supported by governments fiscal policies and the development of other technologies to produce clean feedstock, fuels and energy.

In the long term, the role of hydrocarbons in satisfying a large portion of the energy needs of the global economy may be displaced by the emergence of new products and technologies, as well as by changing consumers' preferences. The automotive industry is investing material amounts of resources to upgrade its assembly line to ramp up production of electric vehicles (EVs) and to boost the EVs line-up, with R&D efforts focused on reducing the performance and cost gap with the internal-combustion engine cars and light-duty vehicles, particularly by extending batteries range. The EV market has attracted large amounts of venture capital and financing, which have propelled the growth of an entirely new batch of pure-EV players, which are introducing smart EV models to gain consumers preference and market share, fuelling continuing innovation in the sector and accelerating the strategic shift of well-established car companies. Sales of EVs have grown significantly in 2022, also thanks to fiscal incentives designed to increase the affordability of EVs by middle and low-income households, and according to market projections sales of EVs will surpass internal-combustion-engine sales by 2030 also helped by proposed measures to be introduced by states and local administration to ban sales of new internal-combustion-engine cars. This trend could disrupt in the long term the consumption of gasoline which is one of the main drivers of global crude oil demand. Other potentially disruptive technologies designated to produce clean energy and fuels are emerging, driven by the development of hydrogen-based solutions as an energy vector or the utilization of renewables feedstock to manufacture fuels and other goods replacing oil-based products. Production of hydrogen by means of green technologies will also reduce hydrocarbons demands. The electricity generation from wind power or solar technologies is projected to grow massively in line with the stated targets by several governments and institutions like the EU, the USA and the UK to decarbonize the electricity sector in the next one or two decades, replacing gas-fired generation.

These trends could disrupt demand for hydrocarbons in the future, with many forecasters, both within the industry, or state agencies and independent observers predicting peak oil demand in the next ten years or earlier.

A large portion of Eni's business depends on the global demand for oil and natural gas. If existing or future laws, regulations, treaties, or international agreements related to GHG and climate change, including state incentives to conserve energy or use alternative energy sources, technological breakthroughs in the field of renewable energies, hydrogen, production of nuclear energy or mass adoption of electric vehicles trigger a structural decline in worldwide demand for oil and natural gas, Eni's results of operations and business prospects may be materially and adversely affected.

Supranational institutions, like the United Nations, civil society and the scientific community are calling for bold action to tackle climate change and this may lead governments to take extraordinary measures to cut carbon emissions

The United Nations, representatives from the civil society, some Non-Governmental Organizations ("NGO"), international institutions and the scientific community have become increasingly vocal about the dramatic consequences of climate change for the life on the planet, warning about irreversible damages to the ecosystem and calling for drastic and immediate actions by governments to tackle the emergency. In a report issued on 18

May 2021 the International Energy Agency has claimed that to reach net-zero GHG emissions by 2050 and commitments set out in the Paris Agreement, there must be an immediate ban on investments in new oil and gas projects. In response to those requests for intervention, it is possible that certain governments in jurisdictions where the Issuer operates may deny permissions to start new oil and gas projects or may impose further restrictions on drilling and other field activities or ban oil&gas operations altogether. These possible developments could significantly and negatively affect the Issuer's business prospects and results of operations.

The Issuer is exposed to growing legal risks in connection with the hundreds of lawsuits pending in various jurisdictions against oil&gas companies based on alleged violation of human rights, damage to environment and other claims and such legal actions may be brought against the Company.

In recent years, there has been a marked increase in climate-based litigation. Courts could be more likely to hold companies who have allegedly made the most significant contributions to climate change to account. Oil&gas companies are particularly exposed to that risk.

In 2021, a Dutch court ordered an international oil company to reduce their worldwide emissions (Scope 1, 2, and 3) by a significant amount within a pre-set timeframe. This indicates that oil and gas companies may have an individual legal responsibility to reduce emissions to address climate change and confirms the risk of liability, including liability for human rights violations.

Courts may condemn oil and gas companies to compensate individuals, communities, and states for the economic losses due to global warming as a consequence of their alleged responsibility in supporting hydrocarbons and knowingly hurting the environment.

For example, in California, the Issuer is defending against claims brought to us by local administrations and certain associations of individuals who are seeking compensation for alleged economic losses and environmental damage due to climate change.

Board's directors may be summoned before courts for having failed to implement a climate strategy in line with the goals of the Paris Agreement or for not having acted quickly to reduce emissions of greenhouse gases "GHG".

Private individuals, associations and NGOs may also bring legal actions against states to get them condemned to adopt stricter national targets of reduction in the absolute level of GHG emissions and that could entail more restrictive measures on businesses. For example, an association of private individuals have sued the Italian state for allegedly violating human rights and have claimed the Italian State to increase the national targets of reduction of GHG emissions and that could have negative consequences for Eni.

There are also risks that governments, regulators, organizations, NGOs and individuals may sue the Issuer for alleged crimes against the environment in connection with past and present GHG emissions related to the Issuer's operations and the use of the products the Issuer has manufactured. For example, in the first half 2023 certain NGOs and Italian private citizens have summoned us before an Italian court, claiming that Eni be held liable for climate change in connection with its past and present activities in the fossil fuels. As such, climate litigation constitutes a material risk for the company and its investors. In case the Company is condemned to reduce its GHG emissions at a much faster rate than planned by management or to compensate for damage related to climate change due to ongoing or potential lawsuits, the Issuer could incur a material adverse effect on the Issuer's results of operations and business's prospects.

As such, climate litigation constitutes a material risk for the company and its investors. In case the Company is condemned to reduce its GHG emissions at a much faster rate than planned by management or to compensate for damage related to climate change due to ongoing or potential lawsuits, the Issuer could incur a material adverse effect on the Issuer's results of operations and business's prospects.

Asset managers, banks and other financing institutions have been increasingly adopting ESG criteria in their investment and financing decisions and this could reduce the attractiveness of the Issuer's shares or limit its ability to access the capital markets

Many professional investors like asset managers, mutual funds, global allocation funds, generalist investors and pensions funds have been reducing their exposure to the fossil fuel industry due to the adoption of stricter ESG criteria in selecting investing opportunities. In some cases, those investors have adopted climate change targets in determining their policies of asset allocations. Many of them have announced plans to completely divest from the fossil fuel industry. This trend could reduce the market for the Issuer's shares and negatively affect shareholders' returns. Likewise, banks, financing institutions, lenders and also insurance companies are cutting exposure to the fossil fuel industry due to the need to comply with ESG mandate or to reach emission reduction targets in their portfolios and this could limit the Issuer's ability to access new financing, could drive a rise in borrowing costs to us or increase the costs of insuring its assets. International financing institutions have taken a tougher approach as they announced they would not support direct financing to develop new oil and gas fields soon, a move that could herald an emerging trend among banks and lenders towards a phase-out of financing the hydrocarbons sector.

As a result of those developments, the Issuer expects the cost of capital to the Company to rise in the future and reduced ability on part of Eni to obtain financing for future projects in the oil&gas business or to obtain it at competitive rates, which may curb the Issuer's investment opportunities or drive an increase in financing expenses, negatively affecting its results of operations and business prospects.

Activist shareholders have been increasingly pressuring oil&gas companies to accelerate the shift to renewable energies and to reduce CO_2 emissions and this may interfere with management's plans and lead to sub-optimal investment decisions

Shareholders and activist funds may have resolutions passed at annual general meetings of listed oil&gas companies, which would force management to implement faster than planned actions to curb emissions or to revise industrial plans to obtain a quicker pace of emissions reduction and that could interfere with management's long-term goals, strategies and capital allocation processes leading to unplanned cost increases and sub-optimal investment decisions. For example, in 2021, activist shareholders succeeded in passing a nonbinding shareholders resolution to force Chevron into cutting its carbon emissions, including those relating to the products the company sells to its customers. Similar resolutions were also approved at other US oil&gas companies. Meanwhile, an activist hedge fund conducted a successful proxy fight at ExxonMobil and won a seat in its board of directors. This will likely lead to greater scrutiny of the company strategies and capital allocation plans by the board.

More recently, activist investors have pursued claims against oil&gas companies. In the UK, a group of institutional investors have brought a lawsuit against the board of directors of an oil&gas company over alleged climate mismanagement, arguing that directors failed to manage the material and foreseeable risks posed to the company by climate change, and as such they were breaking company law.

It is the first, notable lawsuit by a shareholder against a board over the alleged failure to properly prepare for a shift away from fossil fuels.

These events underscore the growing pressure from investors and capital markets on oil&gas companies towards a future based on renewables energies and an acceleration in the phase-out of investments into fossil fuels. The Issuer believes that the Issuer y could be exposed to that kind of risk.

Extreme weather phenomena, which has been widely recognized as a direct consequence of climate change, may disrupt the Issuer's operations

The scientific community has concluded that increasing global average temperature produces significant physical effects, such as the increased frequency and severity of hurricanes, storms, droughts, floods, or other extreme climatic events that could interfere with Eni's operations and damage Eni's facilities. Extreme and unpredictable weather phenomena can result in material disruption to Eni's operations, and consequent loss of or damage to properties and facilities, as well as a loss of output, loss of revenues, increasing maintenance and repair expenses and cash flow shortfall.

The Issuer is exposed to reputational risks in connection with the public perception of oil&gas companies as entities primarily responsible for the climate change

There is a reputational risk linked to the fact that oil companies are increasingly perceived by governments, financial institutions and the general public as entities primarily responsible for global warming due to GHG emissions across the hydrocarbon value chain, particularly related to the use of energy products, and as poorly-performing players alongside ESG dimensions. This could possibly impair the company reputation and a societally recognized mission to operate in the e&p area.

This could also make Eni's shares and debt instruments less attractive to banks, funds and individual investors who have been increasingly applying ESG criteria and have been growing cautions in assessing the risk profile of oil and gas companies, due to their carbon footprint, when making investment and lending decisions.

As a result of these trends, climate-related risks could have a material and adverse effect on the Group's results of operations, cash flow, liquidity, business prospects, financial condition, and shareholder returns, including dividends and the price of Eni's shares.

8 ***Environmental, legal, IT and financial risks***

Eni is exposed to the risk of material environmental liabilities in addition to the provisions already accrued in the consolidated financial statement.

Eni has incurred in the past and may incur in the future material environmental liabilities in connection with the environmental impact of its past and present industrial activities. Eni is also exposed to claims under environmental requirements and, from time to time, such claims have been made against the company. Furthermore, environmental regulations in Italy and elsewhere typically impose strict liability. Strict liability means that in some situations Eni could be exposed to liability for clean-up and remediation costs, environmental damage, and other damages as a result of Eni's conduct of operations that was lawful at the time it occurred or of the of the management of industrial hubs by prior operators or other third parties, who were subsequently taken over by Eni. In addition, plaintiffs may seek to obtain compensation for damage resulting from events of contamination and pollution or in case the Company is found liable for violations of any environmental laws or regulations. In Italy, Eni is exposed to the risk of expenses and environmental liabilities in connection with the impact of its past activities at certain industrial hubs where the Group's products were produced, processed, stored, distributed or sold, such as chemical plants, mineral metallurgic plants, refineries and other facilities, which were subsequently disposed of, liquidated, closed or shut down. At these industrial hubs, Eni has undertaken several initiatives to remediate and clean up proprietary or concession areas that were allegedly contaminated and polluted by the Group's industrial activities. State or local public administrations have sued Eni for environmental and other damages and for clean-up and remediation measures in addition to those which were performed by the Company, or which the Company has committed to performing. In some cases, Eni has been sued for alleged breach of criminal laws (for example for alleged environmental crimes such as failure to perform soil or groundwater reclamation, environmental disaster and contamination, discharge of toxic materials, amongst others). Although Eni believes that it may not be held liable for having exceeded in the past pollution thresholds that are unlawful according to current regulations, but were allowed by laws then effective, or because the Group took over operations from third parties, it cannot be excluded that Eni could potentially incur such environmental liabilities. Eni's financial statements account for provisions relating to the

costs to be incurred with respect to clean ups and remediation of contaminated areas and groundwater for which legal or constructive obligations exist and the associated costs can be reasonably estimated in a reliable manner, regardless of any previous liability attributable to other parties. In 2022, due to environmental regulation development setting more clear criteria concerning the recovery management of groundwater pollutants, and taking into account the expertise cumulated in years of environmental management, the Group was in position to reliably accrue a provision of euro 1,245 million to account for the future expected costs of completing ongoing clean-up of groundwater at a number of Italian hubs, where operations were shut down years ago. The accrued amounts of the existing environmental risk provision represent management's best estimates of the Company's existing liabilities for future remediation and clean-up of Eni's shut-down Italian sites.

Management believes that it is possible that in the future Eni may incur significant or material environmental expenses and liabilities in addition to the amounts already accrued due to: (i) the likelihood of as yet unknown contamination; (ii) the results of ongoing surveys or surveys to be carried out on the environmental status of certain Eni's industrial sites as required by the applicable regulations on contaminated sites; (iii) unfavourable developments in ongoing litigation on the environmental status of certain of the Company's sites where a number of public administrations, the Italian Ministry of the Environment or third parties are claiming compensation for environmental or other damages such as damages to people's health and loss of property value; (iv) the possibility that new litigation might arise; (v) the probability that new and stricter environmental laws might be implemented; and (vi) the circumstance that the extent and cost of environmental restoration and remediation programs are often inherently difficult to estimate leading to underestimation of the future costs of remediation and restoration, as well as unforeseen adverse developments both in the final remediation costs and with respect to the final liability allocation among the various parties involved at the sites. As a result of these risks, environmental liabilities could be substantial and could have a material adverse effect on the Group's results of operations, cash flow, liquidity, business prospects, financial condition, and shareholder returns, including dividends, the amount of funds available for stock repurchases and the price of Eni's shares.

Finally, in case of conviction of Eni's employees for environmental crimes, the Company could be held liable as per Italian Legislative Decree 231/2001 which states the responsibility of legal entities for certain violations of laws committed by their employees and could face fines and restrictive measures to perform industrial activities which could adversely and significantly affect results of operations, cash flows and the Company's reputation.

Risks related to legal proceedings and compliance with anti-corruption legislation

Eni is part of even long-lasting civil or criminal judicial or arbitration proceedings, resulting in the use of resources, costs and legal fees. For some of these proceedings Eni has been sued under Legislative Decree 231/01 on corporate liability. Environmental liability proceedings are an emerging area of risk in connection with the Group's fossil fuel business and climate-changing gas emissions. Eni has recognized in its financial statements' liabilities associated with proceedings for which it is probable that it will lose, and the burden can be reliably estimated. These charges are not a significant item in the consolidated financial statements to date. However, considering that the provisions made relating to pending proceedings prove should be insufficient to fully meet the charges, expenses, penalties, and claims for damages and restitution made in the event of a loss, there could be adverse effects on the Group's business, financial position, and results of operations. It cannot be ruled out that, if Eni's administrative liability is concretely ascertained, in addition to the consequent application of the relevant sanctions, there would be negative repercussions on the Group's reputation, operations, and economic, equity, and financial situation.

In future years Eni may incur significant losses due to: (i) uncertainty regarding the final outcome of each proceeding; (ii) the occurrence of new developments that management could not take into consideration when evaluating the likely outcome of each proceeding in order to accrue the risk provisions as of the date of the latest financial statements or to judge a negative outcome only as possible or to conclude that a contingency

loss could not be estimated reliably; (iii) the emergence of new evidence and information; and (iv) underestimation of probable future losses due to circumstances that are often inherently difficult to estimate. Certain legal proceedings and investigations in which Eni or its subsidiaries or its officers and employees are defendants involve the alleged breach of antibribery and anti-corruption laws and regulations and other ethical misconduct. Ethical misconduct and noncompliance with applicable laws and regulations, including noncompliance with anti-bribery and anti-corruption laws, by Eni, its officers and employees, its partners, agents or others that act on the Group's behalf, could expose Eni and its employees to criminal and civil penalties and could be damaging to Eni's reputation and shareholder value.

Risks from acquisitions

Eni is constantly monitoring the market in search of opportunities to acquire individual assets or companies with a view of achieving its growth targets or complementing its asset portfolio. Acquisitions entail an execution risk – the risk that the acquirer will not be able to effectively integrate the purchased assets so as to achieve expected synergies. In addition, acquisitions entail a financial risk – the risk of not being able to recover the purchase costs of acquired assets, in case a prolonged decline in the market prices of commodities. Eni may also incur unanticipated costs or assume unexpected liabilities and losses in connection with companies or assets it acquires. If the integration and financial risks related to acquisitions materialize, expected synergies from acquisition may fall short of management's targets and Eni's financial performance and shareholders' returns may be adversely affected.

Eni's crisis management systems may be ineffective

Eni has developed contingency plans to continue or recover operations following a disruption or incident. An inability to restore or replace critical capacity to an agreed level within an agreed period could prolong the impact of any disruption and could severely affect business, operations and financial results. Eni has crisis management plans and the capability to deal with emergencies at every level of its operations. If Eni does not respond or is not seen to respond in an appropriate manner to either an external or internal crisis, this could adversely impact the Group's results of operations, cash flow, liquidity, business prospects, financial condition, and shareholder returns, including dividends, the amount of funds available for stock repurchases and the price of Eni's shares.

Disruption to or breaches of Eni's critical IT services or digital infrastructure and security systems could adversely affect the Group's business, increase costs and damage Eni's reputation

The Group's activities depend heavily on the reliability and security of its information technology (IT) systems and digital security. The Group's IT systems, some of which are managed by third parties, are susceptible to being compromised, damaged, disrupted or shutdown due to failures during the process of upgrading or replacing software, databases or components, power or network outages, hardware failures, cyber-attacks (viruses, computer intrusions), user errors or natural disasters. The cyber threat is constantly evolving. The oil and gas industry is subject to fast-evolving risks from cyber threat actors, including nation states, criminals, terrorists, hacktivists and insiders. Attacks are becoming more sophisticated with regularly renewed techniques while the digital transformation amplifies exposure to these cyber threats. The adoption of new technologies, such as the Internet of Things (IoT) or the migration to the cloud, as well as the evolution of architectures for increasingly interconnected systems, are all areas where cyber security is a very important issue. The Group and its service providers may not be able to prevent third parties from breaking into the Group's IT systems, disrupting business operations or communications infrastructure through denial-of-service attacks, or gaining access to confidential or sensitive information held in the system. The Group, like many companies, has been and expects to continue to be the target of attempted cybersecurity attacks. While the Group has not experienced any such attack that has had a material impact on its business, the Group cannot guarantee that its security measures will be sufficient to prevent a material disruption, breach or compromise in the future. As a result, the

Group's activities and assets could sustain serious damage, services to clients could be interrupted, material intellectual property could be divulged and, in some cases, personal injury, property damage, environmental harm and regulatory violations could occur. If any of the risks set out above materialise, they could adversely impact the Group's results of operations, cash flow, liquidity, business prospects, financial condition, and shareholder returns, including dividends, the amount of funds available for stock repurchases and the price of Eni's share.

Violations of data protection laws carry fines and expose the Company and/or its employees to criminal sanctions and civil suits

Data protection laws and regulations apply to Eni and its joint ventures and associates in the vast majority of countries in which they do business. The General Data Protection Regulation (EU) 2016/679 (GDPR) came into effect in May 2018 and increased penalties up to a maximum of 4% of global annual turnover for breach of the regulation. The GDPR requires mandatory breach notification, a standard also followed outside of the EU (particularly in Asia). Non-compliance with data protection laws could expose Eni to regulatory investigations, which could result in fines and penalties as well as harm the Company's reputation. In addition to imposing fines, regulators may also issue orders to stop processing personal data, which could disrupt operations. The Company could also be subject to litigation from persons or corporations allegedly affected by data protection violations. Violation of data protection laws is a criminal offence in some countries, and individuals can be imprisoned or fined. If any of the risks set out above materialise, they could adversely impact the Group's results of operations, cash flow, liquidity, business prospects, financial condition, and shareholder returns, including dividends, the amount of funds available for stock repurchases and the price of Eni's shares.

Market risk

Eni's business is exposed to the risk that changes in interest rates, foreign exchange rates or the prices of energy commodities and products will adversely affect the value of assets, liabilities or expected future cash flows.

The Group does not hedge its exposure to volatile hydrocarbons prices in its business of developing and extracting hydrocarbons reserves and other types of commodity exposures (e.g. exposure to the volatility of refining margins and of certain portions of the gas long-term supply portfolio) except for specific markets or business conditions. The Group has established risk management procedures and enters derivatives commodity contracts to hedge exposure to the commodity risk relating to commercial activities, which derives from different indexation formulas between purchase and selling prices of commodities. However, hedging may not function as expected. In addition, Eni undertakes commodity trading to optimise commercial margins or with a view of profiting from expected movements in market prices. Although Eni believes it has established sound risk management procedures to monitor and control commodity trading, this activity involves elements of forecasting and Eni is exposed to the risks of incurring significant losses if prices develop contrary to management expectations and of default of counterparties.

Eni is exposed to the risks of unfavourable movements in exchange rates primarily because Eni's consolidated financial statements are prepared in Euros, whereas Eni's main subsidiaries in the Exploration & Production sector are utilising the U.S. dollar as their functional currency. This translation risk is unhedged.

Furthermore, Eni's euro-denominated subsidiaries incur revenues and expenses in currencies other than the euro or are otherwise exposed to currency fluctuations because prices of oil, natural gas and refined products generally are denominated in, or linked to, the U.S. dollar, while a significant portion of Eni's expenses are incurred in euros and because movements in exchange rates may negatively affect the fair value of assets and liabilities denominated in currencies other than the euro. Therefore, movements in the U.S. dollar (or other foreign currencies) exchange rate versus the euro affect results of operations and cash flows and year-on-year comparability of the performance. These exposures are normally pooled at Group level and net exposures to exchange rate volatility are netted on the marketplace using derivative transactions. However, the effectiveness

of such hedging activity is uncertain, and the Company may incur losses also of significant amounts. As a rule of thumb, a depreciation of the U.S. dollar against the euro generally has an adverse impact on Eni's results of operations and liquidity because it reduces booked revenues by an amount greater than the decrease in U.S. dollar-denominated expenses and may also result in significant translation adjustments that impact Eni's shareholders' equity.

Eni is exposed to fluctuations in interest rates that may affect the fair value of Eni's financial assets and liabilities as well as the amount of finance expense recorded through profit. Eni enters into derivative transactions with the purpose of minimising its exposure to the interest rate risk.

With regard to the latter, the sensitivity analysis for the year 2023 forecasts a change in operating cash flow before working capital at replacement cost of about €0.58 billion against changes of 5 cents in the USD/EUR exchange rate compared to management's assumption for 2023 of a USD/EUR exchange rate of 1.08.

Eni's credit ratings are potentially exposed to risk from possible reductions of sovereign credit rating of Italy. On the basis of the methodologies used by Standard & Poor's and Moody's, a potential downgrade of Italy's credit rating may have a potential knock-on effect on the credit rating of Italian issuers such as Eni and make it more likely that the credit rating of the debt instruments issued by the Company could be downgraded.

Credit risk

Eni is exposed to credit risk. Eni's counterparties could default, could be unable to pay the amounts owed to it in a timely manner or meet their performance obligations under contractual arrangements. These events could cause the Company to recognise loss provisions with respect to amounts owed to it by debtors of the Company and cash flow shortfall.

In recent years, the Group has experienced a significant level of counterparty default due to Europe and Italy's weak economic growth and a downturn in crude oil prices affecting the solvency of national oil entities and local companies, which are joint operators of Enilead projects. Those trends were made worse by the COVID-19 recession, resulting in a significantly deteriorated credit and financial profile of many of Eni's counterparties, including joint operators and national oil companies in Eni's upstream projects, retail customers in the gas retail business and other industrial accounts. In 2022, the significant rise in the prices of energy commodities has increased Eni's exposure to the credit risk in the mid and downstream businesses of natural gas. The retail gas & power business managed by Plenitude is particularly exposed to the credit risk due to its large and diversified customer base, which includes thousands of medium and small-sized businesses and retail customers whose financial condition has been negatively and adversely affected because the value of invoices has risen manyfold putting at stress the ability of the Issuer's counterparts to pay amounts owed to us. Also, certain large industrial accounts at the Issuer's wholesale natural gas business have been facing difficulties at paying amounts due to us. Due to that trend, the Issuer increased the Issuer's credit loss provisions in 2022. It is possible that the ability of the Issuer's debtors to pay amounts due to us will deteriorate in the next future, especially in case of a continuing uptrend in the prices of energy commodities. Furthermore, the Issuer is exposed to risks of growing working capital needs in case regulatory authorities introduce measures intended to safeguard households and other residential customers by mandating us to extend payment terms.

Eni believes that the management of doubtful accounts current environment of surging energy prices represents a significant financial risk to the Company, which will require management focus and commitment going forward. Eni cannot exclude the recognition of significant provisions for doubtful accounts in future reporting periods and increasing working capital needs.

If any of the risks set out above materialises, this could adversely impact the Group's results of operations, cash flow, liquidity, business prospects, financial condition, and shareholder returns, including dividends, the amount of funds available for stock repurchases and the price of Eni's shares.

Liquidity risk

Liquidity risk is the risk that suitable sources of funding for the Group may not be available, or that the Group is unable to sell its assets on the marketplace to meet short-term financial requirements and to settle obligations. Such a situation would negatively affect the Group's results of operations and cash flows as it would result in Eni incurring higher borrowing expenses to meet its obligations or, under the worst conditions, the inability of Eni to continue as a going concern. Global financial markets are volatile due to several macroeconomic risk factors and unpredictable developments. In case new restrictive measures in response to a resurgence of the pandemic or the war in Ukraine lead to a double-dip in economic activity and energy demand, in the event of extended periods of constraints in the financial markets, or if Eni is unable to access the financial markets (including cases where this is due to Eni's financial position or market sentiment as to Eni's prospects) at a time when cash flows from Eni's business operations may be under pressure, the Company may incur significantly higher borrowing costs than in the past or difficulties obtaining the necessary financial resources to fund Eni's development plans, therefore jeopardising Eni's ability to maintain long-term investment programs. A reduction in the investments needed to develop Eni's reserves and to grow the business may significantly and negatively affect Eni's business prospects, results of operations and cash flows, and may impact shareholder returns, including dividends or share price.

Risk factors relating to the Notes

1 ***Risks related to the structure of a particular issue of Notes which may be issued under the Programme***

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of certain such features:

Notes subject to optional redemption by the Issuer

An optional redemption feature is likely to limit the market value of Notes. During any period when the Issuer may elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the 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 interest rate on the Notes being redeemed and may only be able to do so at a lower rate. Potential investors should consider reinvestment risk in the light of other investments available at that time.

The market continues to develop in relation to risk free rates (including overnight rates) as a reference rate for Floating Rate Notes

Investors should be aware that the market continues to develop in relation to risk free rates, such as SONIA, SOFR and €STR as a reference rate in the capital markets for sterling, U.S. Dollar and Euro bonds, respectively, and their adoption as alternatives to the relevant interbank offered rates. In particular, market participants and relevant working groups are exploring alternative reference rates based on risk free rates, including term SONIA, SOFR and €STR reference rates (which seek to measure the market's forward expectation of an average SONIA, SOFR or €STR rate over a designated term).

The market, or a significant part thereof, may adopt an application of risk free rates that differs (also significantly) from that set out in the Conditions and used in relation to Notes referenced to a reference rate under the Programme.

Since risk free rates are relatively new in the market, Notes linked to such rates may have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for debt securities linked to SONIA, SOFR, €STR and/or any other risk free rate, such as the spread over

the rate reflected in interest rate provisions, may evolve over time, and trading prices of any Notes linked to SONIA, SOFR, €STR and/or any other risk free rate may be lower than those of later-issued debt securities linked to the same rate as a result. Furthermore, such risk-free rates have a limited performance history and the future performance of such risk-free rates is impossible to predict. As a consequence no future performance of the relevant risk-free rate or Notes referencing such risk-free rate may be inferred from any of the hypothetical or actual historical performance data. In addition, investors should be aware that risk-free rates may behave materially differently to interbank offered rates as interest reference rates.

Investors should consider these matters when making their investment decision with respect to any such Floating Rate Notes.

Calculation of Interest on Notes which are subject to risk free rates

Interest on SOFR Linked Interest Notes is calculated on the basis of the compounded risk-free rate, e.g. Compounded SOFR, which is calculated using the relevant specific formula set out in the Conditions, not the risk-free rate published on or in respect of a particular date during such Observation Period. For this and other reasons, the interest rate on the Notes during any Observation Period will not be the same as the interest rate on other investments linked to the risk-free rate that use an alternative basis to determine the applicable interest rate.

In addition, market conventions for calculating the interest rate for bonds referencing risk-free rates continue to develop and market participants and relevant working groups are exploring alternative reference rates based on risk-free rates. Accordingly, the specific formula for calculating the rate used in the Notes issued under this Base Prospectus may not be widely adopted by other market participants, if at all. The Issuer may in the future also issue Notes referencing risk-free rates that differ material in terms of interest determination when compared with any previous Notes referencing risk-free rate rates issued by it. If the market adopts a different calculation method, that could adversely affect the market value of Notes issued pursuant to this Base Prospectus.

Interest on Notes which reference certain risk free rates is only capable of being determined immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Notes which reference such risk free rate to reliably estimate the amount of interest which will be payable on such Notes and, in addition, investors may not have the necessary systems in place to sufficiently evaluate potential risks associated with forward-looking rates. Furthermore, if the Notes become due and payable or are otherwise redeemed early on a date other than an Interest Payment Date, the Rate of Interest payable for the final Interest Period in respect of such Notes shall only be determined immediately prior to the date the Notes became due and payable and shall not be reset thereafter. Lastly, the final rate of interest may only be determined by reference to a shortened period immediately prior to the scheduled redemption date.

Each risk-free rate is published and calculated by third parties based on data received from other sources and the Issuer has no control over their respective determinations, calculations or publications. There can be no guarantee that the relevant risk-free rate (or SONIA Compounded Index) will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in Notes linked to or which reference a such risk-free rate (or that any applicable benchmark fallback provisions provided for in the Conditions will provide a rate which is economically equivalent for Holders). None of the Bank of England or the European Central Bank have an obligation to consider the interests of Holders in calculating, adjusting, converting, revising or discontinuing the relevant risk-free rate (or the SONIA Compounded Index). If the manner in which the relevant risk-free rate is calculated is changed, that change may result in a reduction of the amount of interest payable on such Notes and the trading prices of such Notes.

Furthermore, the market or a significant part thereof may adopt an application of risk-free rates that differs significantly from that set out in the Conditions and used in relation to Notes that reference a risk-free rate issued under this Base Prospectus. Investors should carefully consider how any mismatch between the adoption

of such reference rates in the bond, loan and derivatives markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of any Notes.

Fixed/Floating Rate Notes

Notes to which Condition 5(d) (*Interest and other Calculations - Change of Interest Basis*) applies may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on such Notes may be less favourable than the prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than the prevailing rates on its Notes.

Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount or premium to their nominal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

Reform of EURIBOR and other interest rate index and equity, commodity and foreign exchange rate index "benchmarks"

EURIBOR and other indices which are deemed "benchmarks" ("**Benchmarks**") are the subject of recent national, international and other regulatory guidance and proposals for reform. 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 to disappear entirely, or have other consequences which cannot be predicted. Any such consequence or any other consequential changes to Benchmarks as a result of EU, UK, or any other proposals for reform or other initiatives or investigations, or any further uncertainty in relation to the timing and manner of implementation of such changes could have a material adverse effect on any Notes linked to a Benchmark.

Key international reforms of Benchmarks include IOSCO's proposed Principles for Financial Benchmarks (July 2013) (the "**IOSCO Benchmark Principles**") and the EU Benchmark Regulation. The UK Benchmark Regulation applies to the provision of Benchmarks and the use of a Benchmark in the UK. Similarly it prohibits the use in the UK by UK supervised entities of Benchmarks of administrators that are not authorised by the UK Financial Conduct Authority (the "**FCA**") or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The IOSCO Benchmark Principles aim to create an overarching framework of principles for Benchmarks to be used in financial markets, specifically covering governance and accountability, as well as the quality and transparency of Benchmark design and methodologies. A review published in February 2015 on the status of the voluntary market adoption of the IOSCO Benchmark Principles noted that, as the Benchmarks industry is in a state of change, further steps may need to be taken by IOSCO in the future, but that it is too early to determine what those steps should be. The review noted that there has been a significant market reaction to the publication of the IOSCO Benchmark Principles, and widespread efforts being made to implement the IOSCO Benchmark Principles by the majority of administrators surveyed.

On 17 May 2016, the Council of the EU adopted the Benchmarks Regulation. The Benchmarks Regulation was published in the Official Journal on 29 June 2016 and entered into force on 30 June 2016. Subject to various transitional provisions, the Benchmarks Regulation has been applicable since 1 January 2018, except that the regime for "critical" Benchmarks has applied from 30 June 2016 and certain amendments to Regulation (EU)

No 596/2014, as amended (the "**Market Abuse Regulation**") have applied from 3 July 2016. The Benchmarks Regulation applies to "contributors", "administrators" and "users of" Benchmarks in the EU, and would, among other things, (i) requires Benchmark administrators to be authorised (or, if non-EU-based, to be subject to an equivalent regulatory regime) and to comply with extensive requirements in relation to the administration of "benchmarks" and (ii) bans the use of Benchmarks of unauthorised administrators. The scope of the Benchmarks Regulation is wide and, in addition to so-called "critical benchmark" indices such as EURIBOR, could also potentially apply to many other interest rate indices, as well as equity, commodity and foreign exchange rate indices and other indices (including "proprietary" indices or strategies) which are referenced in listed financial instruments (including listed Notes), financial contracts and investment funds. The transitional period under the Benchmarks Regulation has been extended for two years for critical benchmarks and third country benchmarks by Regulation (EU) 2019/2089 of 27 November 2019. Accordingly, providers of critical benchmarks (such as EURIBOR) have until 31 December 2021 to comply with the new Benchmark Regulation requirements.

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

(i) an index which is a Benchmark could not be used as such if its administrator does not obtain appropriate EU authorisations or is based in a non-EU jurisdiction which (subject to any applicable transitional provisions) does not have equivalent regulation. In such event, depending on the particular Benchmark and the applicable terms of the Notes, the Notes could be delisted (if listed), adjusted, redeemed or otherwise impacted; or

(ii) the methodology or other terms of the Benchmark related to a series of Notes could be changed in order to comply with the terms of the Benchmarks Regulation, and such changes could have the effect of reducing or increasing the rate or level of the Benchmark or of affecting the volatility of the published rate or level, and could lead to adjustments to the terms of the Notes.

Workstreams have been developed in Europe over recent years to reform EURIBOR using a hybrid methodology and to provide fallback by reference to a euro risk-free rate (based on a euro overnight risk-free rate as adjusted by a methodology to create a term rate). On 13 September 2018, the working group on euro risk-free rates recommended €STR as the new risk-free rate. €STR was published by the European Central Bank (the "**ECB**") on 2 October 2019. In addition, on 21 January 2019, the euro risk-free rate working group published a set of guiding principles for fallback provisions in new euro denominated cash products (including bonds) and on 6 November 2019 such working group issued high-level recommendations for fallback provisions in contracts referencing EURIBOR, which include a recommendation that market participants incorporate fallback provisions in all new financial instruments and contracts referencing EURIBOR.

Furthermore, in order to address systemic risk, on 2 February 2021 the Council of the EU approved the final text of the Regulation (EU) 2021/168 amending the EU Benchmark Regulation as regards the exemption of certain third-country spot foreign exchange Benchmarks and the designation of replacements for certain Benchmarks in cessation, and amending Regulation (EU) No 648/2012. The new framework delegates the European Commission to designate a replacement for Benchmarks qualified as critical under the Regulation 2016/2011, where the cessation or wind-down of such a Benchmark might significantly disrupt the functioning of financial markets within the EU. In particular, the designation of a replacement for a Benchmark should apply to any contract and any financial instrument as defined in MiFID II that is subject to the law of a relevant state. In addition, with respect to supervised entities, Regulation (EU) 2021/168 extends the transitional period for the use of third-country Benchmarks until 2023 and the Commission may further extend this period until 2025 by a delegated act to be passed before 15 July 2023. On 10 February 2021 the Council of the EU adopted the Regulation (EU) 2021/168 that was published in the Official Journal on 12 February 2021 and entered into force on the following day.

Any of the international, national or other reforms (or proposals for reform) or the general increased regulatory scrutiny of Benchmarks could increase the costs and risks of administering or otherwise participating in the setting of a Benchmark and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or participate in certain Benchmarks, trigger changes in the rules or methodologies used in certain Benchmarks or lead to the disappearance of certain Benchmarks.

As at the date of this Base Prospectus, the European Money Markets Institute (as administrator of EURIBOR) appears on the register of administrators and benchmarks established and maintained by ESMA pursuant to article 36 of the EU Benchmark Regulation.

The disappearance of a Benchmarks or changes in the manner of administration of a Benchmarks could result in adjustment to the terms and conditions, early redemption, discretionary valuation by the Calculation Agent, delisting (if listed) or other consequence in relation to Notes linked to such Benchmarks. Any such consequence could have a material adverse effect on the value of and return on any such Notes.

In particular, where the Screen Rate Determination is specified as the manner in which the Rate of Interest in respect of floating rate Notes is to be determined, the Conditions provide that the Rate of Interest shall be determined by reference to the Relevant Screen Page (or its successor or replacement). In circumstances where such Original Reference Rate is discontinued, neither the Relevant Screen Page, nor any successor or replacement may be available.

Where the Relevant Screen Page is not available, and no successor or replacement for the Relevant Screen Page is available, the Conditions provide for the Rate of Interest to be determined by the Calculation Agent by reference to quotations from banks communicated to the Calculation Agent.

Where ISDA Determination is specified as the manner in which the Rate of Interest in respect of Floating Rate Notes is to be determined, the Conditions provide that the Rate of Interest in respect of the Notes shall be determined by reference to the relevant Floating Rate Option in the 2006 ISDA Definitions, or if the 2021 ISDA Definitions are specified as being applicable in the relevant Final Terms, the latest version of ISDA 2021 Interest Rate Derivatives Definitions.

Where any such quotations are not available (as may be the case if the relevant banks are not submitting rates for the determination of such Original Reference Rate), the Rate of Interest may ultimately revert to the Rate of Interest applicable as at the last preceding Interest Determination Date before the Original Reference Rate was discontinued. Uncertainty as to the continuation of the Original Reference Rate, the availability of quotes from reference banks, and the rate that would be applicable if the Original Reference Rate is discontinued may adversely affect the value of, and return on, the Floating Rate Notes.

If a Benchmark Event (as defined in Condition 5A) (which, amongst other events, includes the permanent discontinuation of an Original Reference Rate) occurs, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser. The Independent Adviser shall endeavour to determine a Successor Rate or Alternative Rate to be used in place of the Original Reference Rate. The use of any such Successor Rate or Alternative Rate to determine the Rate of Interest will result in Notes linked to or referencing the Original Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would do if the Original Reference Rate were to continue to apply in its current form.

Furthermore, if a Successor Rate or Alternative Rate for the Original Reference Rate is determined by the Independent Adviser, the Conditions provide that the Issuer may vary the Conditions, as necessary, to ensure the proper operation of such Successor Rate or Alternative Rate, without any requirement for consent or approval of the Noteholders.

If a Successor Rate or Alternative Rate is determined by the Independent Adviser, the Conditions also provide that an Adjustment Spread may be determined by the Independent Adviser and applied to such Successor Rate or Alternative Rate in the manner set out in Condition 5A(c). However, it may not be possible to determine or apply an Adjustment Spread and if no Adjustment Spread can be determined, a Successor Rate or Alternative Rate may nonetheless be used to determine the Rate of Interest. The use of any Successor Rate or Alternative Rate (including with the application of an Adjustment Spread) will still result in Notes linked to or referencing the Original Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would if the Original Reference Rate were to continue to apply in its current form and any Successor Rate or Alternative Rate determined pursuant to Condition 5A may result in a lower return to investors than what they might have received on the basis of the Original Reference Rate.

The Issuer may be unable to appoint an Independent Adviser or the Independent Adviser may not be able to determine a Successor Rate or Alternative Rate in accordance with the terms and conditions of the Notes.

Where the Issuer is unable to appoint an Independent Adviser, or the Independent Adviser is unable, to determine a Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread, prior to the relevant IA Determination Cut-off Date in accordance with this Condition, the Issuer (acting in good faith and in a commercially reasonable manner) may determine a Successor Rate, failing which an Alternative Rate and, in either case, an Adjustment Spread, by no later than five Business Days prior to the Determination Date relating to the next Determination Period for which the Rate of Interest (or any component part thereof) is to be determined by reference to the Original Reference Rate.

Where the Issuer has been unable to appoint an Independent Adviser or, the Independent Adviser has failed, to determine a Successor Rate or Alternative Rate in respect of any given Interest Period, it will continue to attempt to appoint an Independent Adviser in a timely manner before the next succeeding Interest Determination Date and/or to determine a Successor Rate or Alternative Rate to apply the next succeeding and any subsequent Interest Periods, as necessary.

Applying the initial Rate of Interest, or the Rate of Interest applicable as at the last preceding Interest Determination Date before the occurrence of the Benchmark Event will result in Notes linked to or referencing the relevant benchmark performing differently (which may include payment of a lower Rate of Interest) than they would do if the relevant benchmark were to continue to apply, or if a Successor Rate or Alternative Rate could be determined.

If the Issuer is unable to appoint an Independent Adviser or, the Independent Adviser fails to determine a Successor Rate or Alternative Rate for the life of the relevant Notes, the initial Rate of Interest, or the Rate of Interest applicable as at the last preceding Interest Determination Date before the occurrence of the Benchmark Event, will continue to apply to maturity. This will result in the Floating Rate Notes, in effect, becoming fixed rate Notes.

Where ISDA Determination is specified as the manner in which the Rate of Interest in respect of Floating Rate Notes is to be determined, the Conditions provide that the Rate of Interest in respect of the Notes shall be determined by reference to the relevant Floating Rate Option in the 2006 ISDA Definitions or the 2021 ISDA Definitions, as the case may be. Where the Floating Rate Option specified is an "IBOR" Floating Rate Option, the Rate of Interest may be determined by reference to the relevant screen rate or the rate determined on the basis of quotations from certain banks. If the relevant IBOR is permanently discontinued and the relevant screen rate or quotations from banks (as applicable) are not available, the operation of these provisions may lead to uncertainty as to the Rate of Interest that would be applicable, and may, adversely affect the value of, and return on, the Floating Rate Notes.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency and/or the Specified Currency may impose or modify exchange controls. An appreciation of the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes; (2) the Investor's Currency-equivalent value of the principal payable on the Notes; and (3) the Investor's Currency-equivalent market value of the Notes.

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

Interest rate risks

Investment in fixed rate Notes or in Notes to which Condition 5(d) (*Interest and other Calculations - Change of Interest Basis*) applies involves the risk that subsequent changes in market interest rates may adversely affect the value of such Notes.

2 ***Risks relating to the sustainability-linked characteristics of Sustainability-Linked Notes***

Sustainability-Linked Notes may not be a suitable investment for all investors seeking exposure to assets with sustainability characteristics

In April 2023, the Issuer adopted a new framework relating to its sustainability strategy and targets to, *inter alia*, foster the best market practices and present a unified and coherent suite of sustainability-linked bonds (the "**Sustainability-Linked Financing Framework**"), available on the Issuer's website in accordance with the Sustainability-Linked Bonds Principles (the "**SLBP**") administered by the International Capital Markets Association ("**ICMA**"). The Sustainability-Linked Financing Framework was reviewed by Moody's which provided an independent assessment second-party opinion on the relevance and scope of the selected key performance indicators ("**KPI(s)**") and the associated sustainability performance targets ("**SPTs**") and also confirmed the alignment with the SLBP and the stated definition of sustainability-linked bonds within the SLBP (the "**Sustainability-Linked Financing Framework Second-party Opinion**"). The Sustainability-Linked Financing Framework Second-party Opinion is available on the Issuer's website. A Sustainability-Linked Financing Framework Second-party Opinion may not reflect the potential impact of all risks related to the structure, market, additional risk factors discussed above and other factors that may affect the value of Sustainability-Linked Notes which may be issued under the Programme. A Sustainability-Linked Financing Framework Second-party Opinion would not constitute a recommendation to buy, sell or hold securities and would only be current as of the date it is released. A withdrawal of the Sustainability-Linked Financing Framework Second-party Opinion may affect the value of any Sustainability-Linked Notes which may be issued under the Programme and/or may have consequences for certain investors with portfolio mandates to invest in sustainability-linked assets. The Issuer does not assume any obligation or responsibility to release any update or revision of the Sustainability-Linked Financing Framework and/or information to reflect events or circumstances after the date of publication of such Sustainability-Linked Financing Framework and, therefore, an update or a revision of the Sustainability-Linked Financing Framework Second-party Opinion may or may not be requested from Moody's or other providers of second-party opinions. The Issuer may release an update or a revision of the Sustainability-Linked Financing Framework and obtain an update or a revision of the Sustainability-Linked Financing Framework Second-party Opinion from Moody's or other providers of second-party opinions. Any such update or revision of the Sustainability-Linked Financing Framework and update or revision of the Sustainability-Linked Financing Framework Second-party Opinion will be published on the

Issuer's website and will replace the current Sustainability-Linked Financing Framework and Sustainability-Linked Financing Framework Second-party Opinion.

Moreover, the second party opinion providers and providers of similar opinions, reports and certifications are not currently subject to any specific regulatory or other regime or oversight. Any such opinion, report or certification is not, nor should it be deemed to be, a recommendation by the Issuer, the Dealers, any second-party opinion providers or any other person to buy, sell or hold Sustainability-Linked Notes. Holders of any Sustainability-Linked Notes issued under the Programme have no recourse against the Issuer, any of the Dealers or the provider of any such opinion, report or certification in respect of the contents of any such opinion, report or certification, which is only current as at the date it was initially issued. Prospective investors must determine for themselves the relevance of any such opinion, report or certification and/or the information contained therein and/or the provider of such opinion, report or certification for the purpose of any investment in Sustainability-Linked Notes. Any withdrawal of any such opinion, report or certification or any such opinion, report or certification attesting that the Issuer is not complying in whole or in part with any matters for which such opinion, report or certification is opining on or certifying on may have a material adverse effect on the value of Sustainability-Linked Notes and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

Furthermore, although the interest rate relating to any Sustainability-Linked Notes issued under the Programme is subject to upward adjustment in certain circumstances specified in the relevant Final Terms, Sustainability-Linked Notes may not satisfy an investor's requirements or any future legal or quasi-legal standards for investment in assets with sustainability characteristics. Sustainability-Linked Notes issued under the Programme are not being marketed as green bonds since the Issuer expects to use the relevant net proceeds for general corporate purposes and therefore the Issuer does not intend to allocate the net proceeds specifically to projects or business activities meeting environmental or sustainability criteria, or to be subject to any other limitations associated with green bonds.

In addition, (a) the interest rate adjustment in respect of any Sustainability-Linked Notes issued under the Programme which have as their Sustainability-Linked Note Condition the Renewable Installed Capacity Condition depends on a definition of Renewable Installed Capacity, (b) the interest rate adjustment in respect of any Sustainability-Linked Notes issued under the Programme which have as their Sustainability-Linked Note Condition the Net Carbon Footprint Upstream Condition depends on a definition of Net Carbon Footprint Upstream, (c) the interest rate adjustment in respect of any Sustainability-Linked Notes issued under the Programme which have as their Sustainability-Linked Note Condition the Net GHG Lifecycle Emissions Condition depends on a definition of Net GHG Lifecycle Emissions, and (d) the interest rate adjustment in respect of any Sustainability-Linked Notes issued under the Programme which have as their Sustainability-Linked Note Condition the Net Carbon Intensity Condition depends on a definition of Net Carbon Intensity, that, in each case, may be inconsistent with investor requirements or expectations or other definitions relevant to the applicable Sustainability-Linked Note Condition.

If the Sustainability-Linked Financing Framework Second-party Opinion is withdrawn, there might be no third-party analysis of the Issuer's definitions of Renewable Installed Capacity, Net Carbon Footprint Upstream, Net Carbon Intensity and Net GHG Lifecycle Emissions or how such definitions relate to any sustainability-related standards other than the relevant External Verifier's assurance activity on the Consolidated disclosure of Non-Financial Information pursuant to Legislative Decree 254/2016; the Consolidated disclosure of Non-Financial Information includes the Renewable Installed Capacity, Net Carbon Footprint Upstream, Net GHG Lifecycle Emissions and Net Carbon Intensity of the Issuer and its subsidiaries in the relevant Verification Assurance Report.

However, even if the Sustainability-Linked Financing Framework Second-party Opinion is not withdrawn, as there is currently no clearly-defined definition (legal, regulatory or otherwise) of, nor market consensus as to

what constitutes a "sustainable" or "sustainability-linked" or equivalently-labelled project or as to what precise attributes are required for a particular project to be defined as "sustainable" or "sustainability-linked" (and, in addition, the requirements of any such label may evolve from time to time), no assurance is or can be given to investors by the Issuer, the Dealers, any second party opinion providers or the External Verifier that Sustainability-Linked Notes issued under the Programme will meet any or all investor expectations regarding Sustainability-Linked Notes or the Group's targets qualifying as "sustainable" or "sustainability-linked", or that no other adverse consequences will occur in connection with the Issuer striving to achieve such targets.

Furthermore, in the event that such Sustainability-Linked Notes are listed or admitted to trading on any dedicated green, environmental, sustainable or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer, the Dealers or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply. Additionally, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Nor is any representation or assurance given or made by the Issuer, the Dealers or any person that any such listing or admission to trading will be obtained in respect of any such Notes or, if obtained, that any such listing or admission to trading will be maintained during the life of the Notes.

A basis for the determination of the definitions of "green", "sustainable" and "sustainability-linked" has been established in the EU with the publication in the Official Journal of the EU on 22 June 2020 of Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 (the "**Sustainable Finance Taxonomy Regulation**") on the establishment of a framework to facilitate sustainable investment (the "**EU Sustainable Finance Taxonomy**") and the Sustainable Finance Taxonomy Regulation Delegated Acts for climate change mitigation and adaptation published in agreed form between EU member states on 21 April 2021 (the "**Sustainable Finance Taxonomy Regulation Delegated Acts**"). The final social taxonomy report on transition activities for the EU Sustainable Finance Taxonomy was published by the Platform on Sustainable Finance on 28 February 2022. The Sustainable Finance Taxonomy Regulation Delegated Acts entered into force on 1 January 2022. In addition, on 10 March 2022 the European Commission adopted the EU taxonomy Complementary Climate Delegated Act covering certain nuclear and gas activities, which is expected to enter into force in the coming months. Furthermore, on 6 April 2022 the European Commission adopted the Regulatory Technical Standards (RTS) to Regulation (EU) 2019/2088 (the "**Sustainable Finance Disclosure Regulation**") which became effective as of 1 January 2023. Any further delegated act that is adopted by the EU Commission in implementation of the Sustainable Finance Taxonomy Regulation or the Sustainable Finance Disclosure Regulation may furthermore evolve over time with changes to the scope of activities and other amendments to reflect technological progress, resulting in regular review to the relating screening criteria.

The Group's sustainability strategy (which embeds the key performance indicators to which the Notes are linked) and its related investments aim to be aligned with all the relevant objectives for the EU Sustainable Finance Taxonomy, the Sustainable Finance Taxonomy Regulation Delegated Acts and the Sustainable Finance Disclosure Regulation. Technical screening criteria are being developed for some of the objectives and the extent to which the investments planned in the Group's sustainability strategy (also underlying the Notes through their link to certain key performance indicators) will be aligned with the EU Sustainable Finance Taxonomy, the Sustainable Finance Taxonomy Regulation Delegated Acts and the Sustainable Finance Disclosure Regulation will be assessed accordingly. Investors should make their own assessment as to the suitability or reliability for any purpose whatsoever of any opinion, report or certification of any third party in connection with the offering of Sustainability-Linked Notes. Any such opinion, report or certification is not, nor shall it be deemed to be, incorporated in and/or form part of this Base Prospectus.

Although the Group targets (i) increasing its Renewable Installed Capacity, and (ii) decreasing its Net Carbon Footprint Upstream, Net GHG Lifecycle Emissions and Net Carbon Intensity (together, the "**Sustainability Targets**"), there can be no assurance of the extent to which it will be successful in doing so or that any future investments it makes in furtherance of these targets will meet investor expectations or any binding or non-binding legal standards regarding sustainability performance, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact. Adverse environmental or social impacts may occur during the design, construction and operation of any investments the Group makes in furtherance of its Sustainability Targets or such investments may become controversial or criticised by activist groups or other stakeholders. Lastly, no Event of Default shall occur under any Sustainability-Linked Notes issued under the Programme, nor will the Issuer be required to repurchase or redeem such Sustainability-Linked Notes, if the Issuer fails to meet the Sustainability Targets.

The methodology used by the Issuer to calculate its Scope 1 and Scope 2 GHG Emissions and its Scope 1, Scope 2 and Scope 3 GHG Emissions may change over time

As at the date of this Base Prospectus, the Issuer has developed a methodology for the comprehensive estimation of the lifecycle greenhouse gas ("**GHG**") emissions and for its carbon intensity. This methodology accounts for GHG emissions from all energy products and hydrocarbons traded by the Issuer, namely total emissions (scope 1+2+3). The Issuer's methodology has been reviewed by independent experts from Academia and it is inspired by international guidance and standards on greenhouse gas emissions accounting and life cycle assessment such as those established by the World Business Council for Sustainable Development and the World Resources Institute ("**GHG Protocol Corporate Standard**"), which the Issuer believes to be the most important and authoritative international sources of accounting standard. The Issuer's methodology provides an output of three main indicators with the aim of tracking the Issuer's performance against medium and long term targets, namely: (i) Net Carbon Footprint Upstream expressed in terms of million tons of CO_2 equivalent ($MtCO_{2eq}$) and including Scope 1 and Scope 2 GHG Emissions, net of Carbon Credits; (ii) Net GHG Lifecycle Emissions expressed in terms of million tons of CO_2 equivalent ($MtCO_{2eq}$) and including Scope 1, Scope 2 and Scope 3 GHG Emissions, net of Carbon Credits; (iii) Net Carbon Intensity expressed in gCO_{2eq}/MJ and calculated dividing the Net GHG Lifecycle Emissions by the Energy Content of Sold Products, which represent the overall amount of energy delivered to final customers, considering all volumes managed by the Issuer. The above-mentioned indicators are included in the Consolidated disclosure of Non-Financial Information pursuant to Legislative Decree 254/2016, which is subject to annual ongoing verification by the External Verifier, pursuant to the reporting requirements set out in the Conditions.

The industry-wide accepted references, including the GHG Protocol Corporate Standard and other sectorial standards and guidelines, on which the Issuer bases its methodology, may evolve over time and the Issuer may also unilaterally decide to implement changes to the methodology it uses to calculate (a) Scope 1 and Scope 2 GHG Emissions and/or (b) Scope 1, Scope 2 and Scope 3 GHG Emissions and/or (c) Carbon Credits and/or (d) the Energy Content of Sold Products, all of which may impact, positively or negatively, the ability of the Issuer to satisfy the relevant Sustainability-Linked Note Conditions, which could in turn adversely affect the market price of the Notes and/or the reputation of the Group (see also "*Failure to satisfy the relevant Sustainability-Linked Note Condition may have a material impact on the market price of the Notes and could expose the Group to reputational risks*").

Each of such circumstances could have a material adverse effect on the Group, its business prospects, its financial condition or its results of operations.

Failure to satisfy the relevant Sustainability-Linked Note Condition may have a material impact on the market price of any Sustainability-Linked Notes issued under the Programme and could expose the Group to reputational risks.

Although the Issuer's intention, on issue of Sustainability-Linked Notes under the Programme, will be either to reduce (a) the Net Carbon Footprint Upstream in order to satisfy the Net Carbon Footprint Upstream Condition and/or (b) the Net Carbon Intensity in order to satisfy the Net Carbon Intensity Condition and/or (c) the Net GHG Lifecycle Emissions in order to satisfy the Net GHG Lifecycle Emissions Condition, in each case, as so specified in the Final Terms, and/or, if so specified in the Final Terms, to increase its Renewable Installed Capacity in order to satisfy the Renewable Installed Capacity Condition, there can be no assurance of the extent to which it will be successful in doing so, that the Issuer may decide not to continue with achieving such objectives or that any future investments it makes in furtherance of achieving such objectives will meet investor expectations or any binding or non-binding legal standards regarding sustainability performance, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact.

On 22 November 2021, the Issuer presented the details of the newly rebranded entity named Eni Plenitude S.p.A. ("**Plenitude**") at a capital markets event in Milan. Plenitude combines renewables generation, retail customers, electric vehicle charging and energy services in a unique business model. The issuer communicated to the market its intention to dilute its share in Plenitude through an Initial Public Offering (IPO) and/or through strategic partnership as soon as market conditions will allow it. Any dilution in Eni's shareholding following a listing and/or through strategic partnership of Plenitude, consistent with the Group's wider strategy to accelerate the achievement of its sustainable targets including the development of its renewable generation capacity will result in an overall reduction of the Renewable Installed Capacity (calculated in terms of the Group's share of such Renewable Installed Capacity) and therefore, impact the ability of the Group to meet its Sustainability Targets.

Any of the above could adversely impact the trading price of Sustainability-Linked Notes and the price at which a holder of Sustainability-Linked Notes will be able to sell its Sustainability-Linked Notes in such circumstance prior to maturity may be at a discount, which could be substantial, from the issue price or the purchase price paid by such Noteholder - See also "*Sustainability-Linked Notes may not be a suitable investment for all investors seeking exposure to assets with sustainability characteristics* " above for a description of the risk that Sustainability-Linked Notes may not satisfy an investor's requirements or any future legal or other standards for investment in assets with sustainability characteristics.

In addition, a failure by the Group to satisfy the relevant Sustainability-Linked Note Condition or any such similar sustainability performance targets the Group may choose to include in any future financings would, if so specified in the relevant Final Terms, not only result in increased interest payments under Sustainability-Linked Notes issued under the Programme or other relevant financing arrangements, but could also harm the Group's reputation. Furthermore, the Group's efforts in satisfying the relevant Sustainability-Linked Note Condition may become controversial or be criticised by activist groups or other stakeholders. Each of such circumstances could have a material adverse effect on the Group, its business prospects, its financial condition or its results of operations.

3 ***Risks related to all Notes issued under the Programme***

Set out below is a brief description of certain risks relating to the Notes generally:

Modification

The Conditions contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

Change of law

The Conditions are governed by English law and, to a limited extent only, by Italian law in effect as at the date of issue of the relevant Notes. No assurance can be given as to the impact of any possible judicial decision or change to English and Italian law or administrative practice after the date of issue of the relevant Notes.

Tax changes

Law No. 111 of 9 August 2023, published in the Official Gazette No. 189 of 14 August 2023 ("**Law 111**"), delegates power to the Italian Government to enact, within twenty-four months from its publication, one or more legislative decrees implementing the reform of the Italian tax system (the "**Tax Reform**").

According to Law 111, the Tax Reform will significantly change the taxation of financial incomes and capital gains and introduce various amendments in the Italian tax system at different levels. The precise nature, extent, and impact of these amendments cannot be quantified or foreseen with certainty at this stage.

The information provided in this Base Prospectus may not reflect the future tax landscape accurately.

Investors should be aware that the amendments that may be introduced to the tax regime of financial incomes and capital gains could increase the taxation on interest, similar income and/or capital gains accrued or realised under the Notes and could result in a lower return of their investment.

Prospective investors should consult their own tax advisors regarding the tax consequences described above.

Bearer Notes where denominations involve integral multiples

In relation to any issue of Notes in bearer form which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that the Notes may be traded in amounts that are not integral multiples of such minimum Specified Denomination (as defined in the Conditions). In such a case, a Noteholder who, as a result of trading such amounts, holds a principal amount of less than the minimum Specified Denomination in its account with the relevant clearing system at the relevant time will not receive a Definitive Note in respect of such holding (should Definitive Notes be printed) and would need to purchase a principal amount of Notes such that it holds an amount equal to one or more Specified Denominations.

If Definitive Notes are issued, Noteholders should be aware that Definitive Notes which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

4 ***Risks related to the market***

Set out below is a brief description of certain market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

The secondary market

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. In addition, liquidity may be limited if the Issuer makes large allocations to a limited number of investors. 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. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities, liquidity may have a severely adverse effect on the market value of Notes.

Credit ratings may not reflect all risks

One or more independent credit-rating agencies may assign credit ratings to an issue of Notes. The ratings may not reflect the potential impact of all risks related to structure, market, and the additional factors discussed above or factors that may affect the value of the Notes. The ratings do not address, *inter alia*, the following: (i) the likelihood that the principal will be redeemed on the Notes, as expected, on the scheduled redemption dates; (ii) possibility of the imposition of Italian or European withholding taxes; (iii) the marketability of the Notes, or any market price for the Notes; or (iv) whether an investment in the Notes is a suitable investment.

A credit rating is not a recommendation to buy, sell or hold securities and may be revised, placed on "credit-watch", suspended or withdrawn by the assigning rating agency at any time. There is no assurance that any such ratings will continue for any period of time or that they will not be reviewed, revised, suspended or withdrawn entirely by any of the rating agencies as a result of changes in or unavailability of information or if, in the sole judgement of the rating agencies, the credit quality of the Notes has declined or is in question. A qualification, downgrade or withdrawal of any of the ratings mentioned above may impact upon the value of the Notes.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it; (2) Notes can be used as collateral for various types of borrowing; and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

Risks associated with the coronavirus (COVID-19) pandemic

The outbreak of a new coronavirus (named COVID-19) that was first detected in China in December 2019, was declared a pandemic by the World Health Organization (WHO) on 11 March 2020. This pandemic has had, and may continue to have for an unforeseeable period of time, significant health, social and economic consequences worldwide.

In addition to the worsening of the global macroeconomic scenario (including as a result of the military conflict between the Russian Federation and the Ukraine: see "*Risks related to political considerations*" and "*Risks in connection with Russia's military aggression of Ukraine*") and the risk of deterioration of the credit profile of a considerable number of countries (including Italy), the above-mentioned pandemic has already led to significant slowdowns in many business activities due to the significant adverse impact on global supply chains, tourism revenues, commodity prices, capital flows and demand, and financial markets.

The ultimate severity and related consequences of COVID-19 has caused and continues to cause significant uncertainty in both domestic and global financial markets and could have an impact on the business environment as well as on the legal, tax and regulatory framework (particularly further to certain legislative measures adopted by national governments). These circumstances have led to volatility in the capital markets and may lead to volatility in or disruption of the credit markets at any time and may adversely affect the value of the Notes. As COVID-19 continues to spread, the potential impacts, including a global, regional, or other economic recession, are increasingly uncertain and difficult to assess. There is also growing concern about new COVID-19 strains.

Investors should note the risk that the virus, or any governmental or societal response to the virus, may affect the business activities and financial results of the Issuer and the Group, and/or may impact the functioning of the financial system(s) needed to make regular and timely payments under the Notes, and therefore the ability of the Issuer to make payments on the Notes.

5 *Risks relating to Taxation and reporting information*

Common Reporting Standard – Exchange of information

Since 1 January 2016, the exchange of information has, in a significant number of countries, already been governed by the Common Reporting Standard ("**CRS**"). On 29 October 2014, a large number of jurisdictions signed the multilateral competent authority agreement, which is a multilateral framework agreement to automatically exchange financial and personal information, with the subsequent bilateral exchanges coming into effect between those signatories that file the subsequent notifications.

Under CRS, financial institutions resident in a CRS country will be required to report, according to a due diligence standard, financial information with respect to reportable accounts, which includes interest, dividends, account balance or value, income from certain insurance products, sales proceeds from financial assets and other income generated with respect to assets held in the account or payments made with respect to the account. Reportable accounts include accounts held by individuals and entities (which includes trusts and foundations) with fiscal residence in another CRS country. The standard includes a requirement to look through passive entities to report on the relevant controlling persons.

Investors who are in any doubt as to their position should consult their professional advisers.

Risks relating to the proposed financial transaction tax (the "FTT")

In 2013, the European Commission has published a proposal for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia. In December 2015 Estonia withdrew from the group of states willing to introduce the FTT (the "**Participating Member States**").

The proposed FTT had very broad scope, possibly applying to dealings in the Notes (including secondary market transactions) in certain circumstances.

However, the FTT proposal remains subject to negotiation between the (still) Participating Member States; the scope of any such tax and its adoption are uncertain. Additional EU member states may decide to participate.

Until recently, the FTT proposal was at a standstill at the level of the European Council. Following the meeting of the Council of the EU of 14 June 2019, the FTT currently being considered by the Participating Member States would be levied on the acquisition of shares or similar instruments of listed companies which have their head office in a member state of the EU (and market capitalisation in excess of €1 billion on 1 December of the preceding year), rather than on any type of financial instrument. In order to reach a final agreement among the Participating Member States, further work in the Council and its preparatory bodies will be required in order to ensure that the competences, rights and obligations of non-participating EU member states are respected.

If the proposed directive or any similar tax was adopted and depending on the final terms and scope of the FTT, transactions on the Notes could be subject to higher costs, and the liquidity of the market for the Notes may be diminished.

Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT.

DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with the following:

(i) the annual audited consolidated financial statements of the Issuer as at and for the years ended 31 December 2021 and 31 December 2022 (the "**Annual Reports**"), whereby the 2022 Annual Report shall be the 2022 Annual Report on Form 20-F which includes the Independent Auditors' Report of PricewaterhouseCoopers SpA dated 5 April 2023 and the 2021 Annual Report shall be the 2021 Annual Report on Form 20-F which includes the Independent Auditors' Reports of PricewaterhouseCoopers SpA dated 8 April 2022.

The Issuer's 2021 Annual Report on Form 20-F is available at https://www.eni.com/assets/documents/eng/reports/2021/Annual-Report-On-Form-20-F-2021.pdf and the Issuer's 2022 Annual Report on Form 20-F is available at https://www.eni.com/assets/documents/eng/reports/2022/Annual-Report-On-Form-20-F-2022.pdf;

(ii) the unaudited condensed consolidated interim financial statements of the Issuer as at and for the six months ended 30 June 2022 and 30 June 2023, as published subsequently to the respective Annual Reports of the Issuer (the "**Unaudited Interim Financial Statements**"), whereby the unaudited condensed consolidated Interim Financial Statements shall each be the English language version thereof, as contained in the interim reports for the six months ended 30 June 2022 and 30 June 2023.

The Issuer's 2022 Unaudited Interim Financial Statements are available at https://www.eni.com/assets/documents/eng/reports/2022/1-half-2022/Interim-consolidated-report-as-of-June-30-2022.pdf and the Issuer's 2023 Unaudited Interim Financial Statements are available at https://www.eni.com/assets/documents/eng/reports/2023/1-half-2023/Interim-consolidated-report-as-of-June-30-2023.pdf;

(iii) the Consolidated disclosure of Non-Financial Information pursuant to Legislative Decree 254/2016, and relative Independent Auditors' Report of PricewaterhouseCoopers SpA dated 5 April 2023, on pages 152 to 235 and on pages 430-442, respectively, of the Issuer's Annual Report as at 31 December 2022, available at https://www.eni.com/assets/documents/eng/reports/2022/Annual-Report-2022.pdf; and

(iv) the Terms and Conditions contained in the Debt Issuance Programme Base Prospectus dated 6 October 2022, pages 61-108 (inclusive), prepared by the Issuer in connection with the Programme, which is available at https://www.eni.com/assets/documents/investitori/dcm/2022/Eni-EMTN-Update-2022-Base-Prospectus.pdf.

The documents listed at (i)-(iv) have been previously published, or are published simultaneously with, this Base Prospectus and have been filed with the CSSF.

Such documents shall be incorporated by reference in and form part of this Base Prospectus, save that any statement contained in a document which is incorporated by reference herein shall be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained herein modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

Copies of documents incorporated by reference in this Base Prospectus may be obtained from the offices of the Paying and Transfer Agent in Luxembourg (as set out herein) and will also be available on the website of the Luxembourg Stock Exchange *(https://www.luxse.com/programme/Programme-ENI/12182*). In addition, the Issuer's Annual Reports and Unaudited Interim Financial Statements will be available on its website (https://www.eni.com/en_IT/investors/presentations-and-reports/reports.page).

Any information contained in any of the documents specified above which is not listed in the cross-reference lists set out in this section and which, therefore, is not incorporated by reference in this Base Prospectus, is either not relevant to investors or is covered elsewhere in this Base Prospectus (in line with Article 19 of the Prospectus Regulation).

For ease of reference, the tables below set out the relevant page references for the consolidated financial statements, the notes to the consolidated financial statements and the Independent Auditors' reports for the years ended 31 December 2021 and 31 December 2022 as set out in the 2021 Annual Report on Form 20-F and the 2022 Annual Report on Form 20-F of the Issuer. Any information not listed in the cross-reference table is not incorporated by reference and is either not relevant for investors or is covered elsewhere in this Base Prospectus.

2021 Annual Report on Form 20-F

1	Significant business and portfolio developments	pages 42-47
2	Recent developments and significant transactions	page 133
3	Consolidated Balance Sheet	page F4
4	Consolidated Profit and Loss Account	page F5
5	Consolidated Statement of Comprehensive Income	page F6
6	Consolidated Statement of Changes in Equity	pages F7-F9
7	Consolidated Statement of Cash Flows	pages F10-F11
8	Report of independent registered public accounting firm (PricewaterhouseCoopers SpA)	pages F1-F3
9	Notes on Consolidated Financial Statements	pages F12-F152
	Significant accounting policies, estimates and judgements	pages F14-F36
	Primary financial statements	pages F36-F37
	Changes in accounting policies	page F37
	IFRSs not yet adopted	pages F37-F39
	Legal proceedings	pages F95-F110
	Other information about investments	pages F130-F151
	Subsequent events	page F152

2022 Annual Report on Form 20-F

1	Significant business and portfolio developments	pages 43-50
2	Recent developments and significant transactions	pages 159-160
3	Consolidated Balance Sheet	page F4
4	Consolidated Profit and Loss Account	page F5
5	Consolidated Statement of Comprehensive Income	page F6
6	Consolidated Statement of Changes in Equity	pages F7-F9
7	Consolidated Statement of Cash Flows	pages F10-F11
8	Report of independent registered public accounting firm (PricewaterhouseCoopers SpA)	pages F1-F3

9	Notes on Consolidated Financial Statements	pages F12-F191
	Significant accounting policies, estimates and judgements	pages F12-F36
	Primary financial statements	pages F36
	Changes in accounting policies	page F36
	IFRSs not yet adopted	page F37
	Business combinations and other significant transactions	pages F37-F39
	Legal proceedings	pages F94-F110
	Other information about investments	pages F129-F169
	Subsequent events	page F169

For ease of reference, the tables below set out the relevant page references for the English version of the unaudited condensed consolidated financial statements and the Independent Auditors report, as set out in the English version of the Unaudited Interim Financial Statements of the Issuer for the six-month periods ended 30 June 2022 and 30 June 2023. Any information not listed in the cross-reference table is not incorporated by reference and is either not relevant for investors or is covered elsewhere in this Base Prospectus.

Interim Consolidated Report as of 30 June 2022

1	Alternative performance measures (Non-GAAP measures)	pages 36-38
2	Outlook	page 54
3	Other information	page 55
4	Condensed consolidated interim financial statements 2022	pages 57-63
	Balance Sheet	page 58
	Profit and Loss Account	page 59
	Statement of Comprehensive Income	page 60
	Statement of Changes in Equity	pages 61-62
	Statement of Cash Flows	page 63
5	Notes on Condensed Consolidated Interim Financial Statements	pages 64-98
	Basis of presentation	page 64
	Changes in accounting policies	page 64
	Significant accounting estimates and judgements	page 64
	International Financial Reporting Standards not yet adopted	page 64
	Legal proceedings	pages 85-87
	Subsequent events	page 98
6	Review report of independent auditors (PricewaterhouseCoopers SpA)	page 100
7	Investments owned by Eni SpA as of 30 June 2022	pages 102-136

Interim Consolidated Report as of 30 June 2023

PROSPECTUS SUPPLEMENT AND DRAWDOWN PROSPECTUS

The Issuer has given an undertaking to each Dealer and the Arranger that if at any time during the duration of the Programme there is a significant new factor, material mistake or material inaccuracy relating to information contained in this Base Prospectus whose inclusion in this Base Prospectus or removal is capable of affecting the assessment of the Notes, the Issuer shall prepare a supplement to this Base Prospectus as envisaged by Article 23 of the Prospectus Regulation or publish a replacement Base Prospectus for use in connection with any subsequent offering of the Notes and shall supply to each Dealer and to the Luxembourg Stock Exchange such number of copies of such supplement hereto as (i) such Dealer may reasonably request; and (ii) the Luxembourg Stock Exchange shall require.

In case of a Tranche of Notes which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the relevant Final Terms shall be read and construed as a reference to such information being specified or identified in the relevant Drawdown Prospectus unless the context otherwise requires.

Each Drawdown Prospectus will be constituted either (1) by a single document containing the necessary information relating to the Issuer and the relevant Notes or (2) by a registration document containing the necessary information relating to the Issuer a securities note containing the necessary information relating to the relevant Notes and, if necessary, a summary note.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions that, as completed in accordance with the provisions of Part A of the relevant Final Terms, shall be applicable to the Notes in definitive form (if any) issued in exchange for the Global Note(s) representing each Series.

*For as long as Notes are represented by Global Notes, the terms and conditions set out below must be read together with the section "Overview of provisions relating to the Notes while in global form" (the "**Global Notes Conditions**"). The Global Notes Conditions form an integral part of the terms and conditions of the Notes and shall be construed accordingly. The terms and conditions set out in this section Terms and Conditions of the Notes shall in such case be supplemented and/or superseded by the Global Notes Conditions which shall prevail over the conditions set out in this section "Terms and Conditions of the Notes".*

*All capitalised terms that are not defined in these Conditions will have the meanings given to them in Part A of the relevant Final Terms. Those definitions will be endorsed on the definitive Notes or Certificates, as the case may be. References in the Conditions to "**Notes**" are to the Notes of one Series only, not to all Notes that may be issued under the Programme.*

Unless the context requires otherwise, references in these Conditions to any law, statutory provision or legislative enactment of mandatory effect are subject to amendment to the extent that such law, provision or legislative enactment is altered or re-enacted with retroactive effect.

The Notes, which are deemed to be *obbligazioni* pursuant to Article 2410 et seq. of the Italian Civil Code, are issued pursuant to an Amended and Restated Agency Agreement dated 5 October 2023 (as amended and supplemented from time to time, the "**Agency Agreement**") between Eni S.p.A. ("**Eni**" or the "**Issuer**"), The Bank of New York Mellon, London Branch as fiscal agent and the other agents named in the Agency Agreement and with the benefit of an Amended and Restated Deed of Covenant dated 5 October 2023 (as amended and supplemented from time to time, the "**Deed of Covenant**") executed by the Issuer in relation to the Notes. The fiscal agent, the paying agents, the registrar, the transfer agents and the calculation agent(s) for the time being (if any) are referred to below respectively as the "**Fiscal Agent**", the "**Paying Agents**" (which expression shall include the Fiscal Agent), the "**Registrar**", the "**Transfer Agents**" and the "**Calculation Agent(s)**". The Noteholders (as defined herein), the holders of the interest coupons (the "**Coupons**") relating to interest bearing Notes in bearer form and, where applicable in the case of such Notes, talons for further Coupons (the "**Talons**") (the "**Couponholders**") are deemed to have notice of all of the provisions of the Agency Agreement and the Deed of Covenant applicable to them.

Copies of the Agency Agreement and the Deed of Covenant are available for inspection at the specified offices of each of the Paying Agents, the Registrar and the Transfer Agents.

1 Form, Denomination and Title

The Notes are issued in bearer form ("**Bearer Notes**", which expression includes Notes that are specified to be Exchangeable Bearer Notes) , in registered form ("**Registered Notes**") or in bearer form exchangeable for Registered Notes ("**Exchangeable Bearer Notes**") in each case in the Specified Denomination(s) shown in the applicable Final Terms, save that the minimum Specified Denomination shall be euro 100,000 (or its equivalent in any other currency as at the date of issue of the relevant Notes).

This Note is a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, a combination of any of the foregoing or any other kind of Note, depending upon the Interest Basis shown in the applicable Final Terms.

Bearer Notes are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Notes in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable.

Registered Notes are represented by registered certificates ("**Certificates**") and, save as provided in Condition 2(c) (*Exchanges of Exchangeable Bearer Notes and Transfers of Registered Notes – Exercise of Options or Partial Redemption in Respect of Registered Notes*), each Certificate shall represent the entire holding of Registered Notes by the same holder.

Title to the Bearer Notes, Coupons and Talons shall pass by delivery. Title to the Registered Notes shall pass by endorsement of the relevant Certificates and by registration in the register that the Issuer shall procure to be kept by the Registrar in accordance with the provisions of the Agency Agreement (the "**Register**"). Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Note, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes, whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it (or on the Certificate representing it) or its theft or loss (or that of the related Certificate) and no person shall be liable for so treating the holder.

In these Conditions, "**Noteholder**" means the bearer of any Bearer Note or the person in whose name a Registered Note is registered (as the case may be), "**holder**" (in relation to a Note, Coupon or Talon) means the bearer of any Bearer Note, Coupon or Talon or the person in whose name a Registered Note is registered (as the case may be)and capitalised terms have the meanings given to them thereon, the absence of any such meaning indicating that such term is not applicable to the Notes.

2 Exchanges of Exchangeable Bearer Notes and Transfers of Registered Notes

(a) Exchange of Exchangeable Bearer Notes

Subject as provided in Condition 2(f) (*Exchanges of Exchangeable Bearer Notes and Transfers of Registered Notes – Closed Periods)*, Exchangeable Bearer Notes may be exchanged for the same nominal amount of Registered Notes at the request in writing of the relevant Noteholder and upon surrender of each Exchangeable Bearer Note to be exchanged, together with all unmatured Coupons and Talons relating to it, at the specified office of any Transfer Agent; provided, however, that where an Exchangeable Bearer Note is surrendered for exchange after the Record Date (as defined in Condition 7(b) (*Payments and Talons – Registered Notes*) for any payment of interest, the Coupon in respect of that payment of interest need not be surrendered with it. Registered Notes may not be exchanged for Bearer Notes. Bearer Notes of one Specified Denomination may not be exchanged for Bearer Notes of another Specified Denomination. Bearer Notes that are not Exchangeable Bearer Notes may not be exchanged for Registered Notes.

(b) Transfer of Registered Notes

One or more Registered Notes may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate representing such Registered Notes to be transferred, together with the form of transfer endorsed on such Certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Registered Notes represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor.

(c) Exercise of Options or Partial Redemption in Respect of Registered Notes

In the case of an exercise of the Issuer's or a Noteholders' option in respect of, or a partial redemption of, a holding of Registered Notes represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Notes of the same holding having different terms, separate Certificates shall be issued in respect of those Notes of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Registered Notes to a person who is already a holder of Registered Notes, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

(d) Delivery of New Certificates

Each new Certificate to be issued pursuant to Condition 2(a) (*Exchanges of Exchangeable Bearer Notes and Transfers of Registered Notes – Exchange of Exchangeable Bearer Notes)*, Condition 2(b) (*Exchanges of Exchangeable Bearer Notes and Transfers of Registered Notes – Transfer of Registered Notes)* or Condition 2(c) (*Exchanges of Exchangeable Bearer Notes and Transfers of Registered Notes – Exercise of Options or Partial Redemption in Respect of Registered Notes)* shall be available for delivery within three business days of receipt of the request for exchange, form of transfer or Exercise Notice (as defined in Condition 6(f) (*Redemption, Purchase and Options – Purchases*)) and/or surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to the relevant holder or, at the option of a holder and as specified in the relevant request for exchange, form of transfer, Exercise Notice or otherwise in writing, be mailed by uninsured post at that holder's risk to such address as it may specify, unless such holder requests otherwise and pays in advance to the relevant Agent the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(d), "**business day**" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar (as the case may be).

(e) Exchange

Exchange and transfer of Notes and Certificates on registration, transfer, partial redemption or exercise of an option shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require), which tax or charge shall be borne by the relevant Noteholder.

(f) Closed Periods

No Noteholder may require the transfer of a Registered Note to be registered or an Exchangeable Bearer Note to be exchanged for one or more Registered Note(s) (i) during the period of 15 days ending on the due date for redemption of, that Note, (ii) during the period of 15 days before any date on which Notes may be called for redemption by the Issuer at its option pursuant to Condition 6(e) (*Redemption, Purchase and Options – Redemption and the Option of Noteholders)*, (iii) after any such Note has been called for redemption or (iv) during the period of seven days ending on (and including) any Record Date. An Exchangeable Bearer Note called for redemption may, however, be exchanged for one or more Registered Note(s) in respect of which the Certificate is simultaneously surrendered not later than the relevant Record Date.

3 Status of the Notes

The Notes and Coupons relating to them constitute (subject to Condition 4 (*Negative Pledge*)) direct, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Notes and Coupons relating to them shall, save for such exceptions as may be provided by applicable legislation and subject to Condition 4 (*Negative Pledge*), at all times rank at least equally with all other unsecured and unsubordinated indebtedness of the Issuer present and future.

4 Negative Pledge

(a) So long as any of the Notes or Coupons remain outstanding (as defined in the Agency Agreement) the Issuer shall not create, incur, guarantee or assume after the date hereof any notes, bonds, debentures or other similar evidences of indebtedness for money borrowed ("**Relevant Debt**") secured by any mortgage, pledge, security interest, lien or other similar encumbrance (a "**Security Interest**") on any Principal Property (as defined below) or on any shares of stock or indebtedness of any Restricted Subsidiary (as defined below) (which for the avoidance of doubt shall not include shares in the Issuer), without effectively providing concurrently with the creation, incurrence, guarantee or assumption of such Relevant Debt that the Notes will be secured equally and rateably with (or prior to) the Relevant Debt, so long as the Relevant Debt will be so secured.

This restriction will not apply to:

(i) Security Interests on property, shares of stock or indebtedness of any corporation existing at the time it becomes a subsidiary of the Issuer provided that any such Security Interest was not created in contemplation of becoming a subsidiary;

(ii) Security Interests on property or shares of stock existing at the time of the acquisition thereof by the Issuer or to secure the payment of all or any part of the purchase price thereof or all or part of the cost of the improvement, construction, alteration or repair of any building, equipment or facilities or of any other improvements on all or any part of the property or to secure any Relevant Debt incurred prior to, at the time of, or within 12 months after, in the case of shares of stock, the acquisition of such shares and, in the case of property, the later of the acquisition, the completion of construction (including any improvements, alterations or repairs on an existing property) or the commencement of commercial operation of such property, which Relevant Debt is incurred for the purpose of financing all or any part of the purchase price thereof or all or part of the cost of improvement, construction, alteration or repair thereon;

(iii) Security Interests on any Principal Property or on shares of stock or indebtedness of any subsidiary of the Issuer, to secure all or any part of the cost of exploration, drilling, development, improvement, construction, alteration or repair of any part of the Principal Property or to secure any Relevant Debt incurred to finance or refinance all or any part of such cost;

(iv) Security Interests existing on the issue date of the Notes;

(v) Security Interests on property owned or held by any company or on shares of stock or indebtedness of any entity, in either case existing at the time such company is merged into or consolidated or amalgamated with either the Issuer or any of its subsidiaries, or at the time of a sale, lease or other disposition of the properties of a company as an entirety or substantially as an entirety to the Issuer or any of its subsidiaries;

(vi) Security Interests arising by operation of law (other than by reason of default);

(vii) Security Interests to secure Relevant Debt incurred in the ordinary course of business and maturing not more than 12 months from the date incurred;

(viii) Security Interests arising pursuant to the specific terms of any licence, joint operating agreement, unitisation agreement or other similar document evidencing the interest of the Issuer or a subsidiary of the Issuer in any oil or gas field and/or facilities (including pipelines), provided that any such Security Interest is limited to such interest;

(ix) Security Interests to secure indebtedness for borrowed money incurred in connection with a specifically identifiable project where the Security Interest relates to a Principal Property to which such project has been undertaken and the recourse of the creditors in respect of such Security Interest is substantially limited to such project and Principal Property;

(x) Security Interests created in accordance with normal practice to secure Relevant Debt of the Issuer whose main purpose is the raising of finances under any options, futures, swaps, short sale contracts or similar or related instruments which relate to the purchase or sale of securities, commodities or currencies; and

(xi) any extension, renewal or replacement (or successive extensions, renewals or replacements), as a whole or in part, of any Security Interests referred to in (i) through (x) of this paragraph, or of any Relevant Debt secured thereby; provided that the principal amount of Relevant Debt secured thereby shall not exceed the principal amount of Relevant Debt so secured at the time of such extension, renewal or replacement, and that such extension, renewal or replacement Security Interest shall be limited to all or any part of the same property or shares of stock that secured the Security Interest extended, renewed or replaced (plus improvements on such property), or property received or shares of stock issued in substitution or exchange therefor.

(b) Notwithstanding the foregoing, the Issuer may create, incur, guarantee or assume Relevant Debt secured by a Security Interest or Security Interests which would otherwise be subject to the foregoing restrictions in an aggregate amount which does not at the time of creation exceed 10 per cent. of the Issuer's consolidated total shareholders' equity (as determined by reference to the most recent audited consolidated financial statements of the Issuer).

The following types of transactions, among others, shall not be deemed to create a Relevant Debt secured by a Security Interest:

(i) the sale or other transfer, by way of security or otherwise, of (A) oil, gas or other minerals in place or at the wellhead or a right or licence granted by any governmental authority to explore for, drill, mine, develop, recover or get such oil, gas or other minerals (whether such licence or right is held with others or not) for a period of time until, or in an amount such that, the purchaser will realise therefrom a specified amount of money (however determined) or a specified amount of such oil, gas or other minerals, or (B) any other interest in property of the character commonly referred to as "production payment";

(ii) Security Interests on property in favour of the United States or any state thereof, or the Republic of Italy or any other country, or any political subdivision of any of the foregoing, or any department, agency or instrumentality of the foregoing, to secure partial progress, advance or other payments pursuant to the provisions of any contract or statute including, without limitation, Security Interests to secure indebtedness of the pollution control or industrial revenue bond type, or to secure any indebtedness incurred for the purpose of financing all or any part of the purchase price or cost of construction of the property subject to such Security Interests; provided that any such Security Interest in favour of any country (other than the United States or the Republic of

Italy), or any political subdivision thereof, or any department, agency or instrumentality of any of the foregoing, shall be restricted to the property located in such country; and

(iii) the issue of notes, bonds, debentures or other similar evidences of indebtedness for money borrowed that are convertible, exchangeable or exercisable for the shares of any Restricted Subsidiary, and any arrangements with respect to such shares entered into in connection with any such issue.

(c) For purposes of this Condition:

(i) "**Principal Property**" means an interest in (A) any oil or gas producing property (including leases, rights or other authorisations to conduct operations over any producing property), (B) any refining or manufacturing plant and (C) any pipeline for the transportation of oil or gas, which in each case under (A), (B) and (C) above, is of material importance to the total business conducted by the Issuer and its subsidiaries as a whole; and

(ii) "**Restricted Subsidiary**" means any subsidiary of the Issuer which owns a Principal Property.

For the avoidance of doubt nothing herein contained shall in any way restrict or prevent the Issuer from incurring or guaranteeing any other indebtedness.

5 Interest and other Calculations

(a) Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest on its outstanding nominal amount from either (i) the Interest Commencement Date or (ii) if a Change of Interest Basis is specified in the relevant Final Terms as being applicable, the date from which the Fixed Rate Note provisions are stated to apply, at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(i) (*Interest and other Calculations – Definitions*). Where so specified in the Final Terms, a Fixed Rate Note will bear interest, during its life, on the basis of different fixed Rates of Interest indicated therein.

(b) Interest on Floating Rate Notes

(i) *Interest Payment Dates*

Each Floating Rate Note bears interest on its outstanding nominal amount from either (i) the Interest Commencement Date or (ii) if a Change of Interest Basis is specified in the relevant Final Terms as being applicable, the date from which the Floating Rate Note provisions are stated to apply, at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 5(h) (*Interest and other Calculations – Determination and Publication of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption and Optional Redemption Amounts*). Such Interest Payment Date(s) is/are either shown in the applicable Final Terms as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown in the applicable Final Terms, Interest Payment Date shall mean each date which falls the number of months or other period shown in the applicable Final Terms as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date (or, as the case may be, the date from which the Floating Rate Note provisions are stated to apply).

(ii) *Business Day Convention*

If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event (x) such date shall be brought forward to the immediately preceding Business Day and (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment, (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day, (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day or (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.

(iii) *Rate of Interest for Floating Rate Notes*

The Rate of Interest in respect of Floating Rate Notes for each Interest Accrual Period shall be determined in the manner specified in the applicable Final Terms and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending on which is specified in the applicable Final Terms.

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate. For the purposes of this sub-paragraph (A),

"**ISDA Rate**" for an Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(x) the Floating Rate Option is as specified in the applicable Final Terms;

(y) the Designated Maturity is a period specified in the applicable Final Terms; and

(z) the relevant Reset Date is the first day of that Interest Accrual Period unless otherwise specified in the applicable Final Terms.

For the purposes of this sub-paragraph (A), "**Floating Rate**", "**Calculation Agent**", "**Floating Rate Option**", "**Designated Maturity**", "**Reset Date**" and "**Swap Transaction**" have the meanings given to those terms in the ISDA Definitions.

In connection with any Compounding/Averaging Method or Index Method specified in the relevant Final Terms, references in the ISDA Definitions to:

- "Confirmation" shall be references to the relevant Final Terms;
- "Calculation Period" shall be references to the relevant Interest Period;
- "Termination Date" shall be references to the Maturity Date; and
- "Effective Date" shall be references to the Interest Commencement Date.

If the Final Terms specify "2021 ISDA Definitions" as the applicable ISDA Definitions:

- "Administrator/Benchmark Event" shall be disapplied; and

- if the Temporary Non-Publication Fallback in respect of any specified Floating Rate Option is specified to be "Temporary Non-Publication – Alternative Rate" in the Floating Rate Matrix of the 2021 ISDA Definitions the reference to "Calculation Agent Alternative Rate Determination" in the definition of "Temporary Non-Publication– Alternative Rate" shall be replaced by "Temporary Non-Publication Fallback – Previous Day's Rate".

(B) Screen Rate Determination for Floating Rate Notes

A. Floating Rate Notes other than SONIA Linked Interest Notes, SOFR Linked Interest Notes or €STR Linked Interest Notes

(x) Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be either:

(1) the offered quotation; or

(2) the arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (Brussels time) on the Interest Determination Date in question as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, only one of such quotations) and the lowest (or, if there is more than one such lowest quotation, only one of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations.

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the applicable Final Terms as being other than EURIBOR, the Rate of Interest in respect of such Notes will be determined as provided in the applicable Final Terms;

(y) if the Relevant Screen Page is not available or if, sub-paragraph (x)(1) applies and no such offered quotation appears on the Relevant Screen Page or if subparagraph (x)(2) above applies and fewer than three such offered quotations appear on the Relevant Screen Page in each case as at the time specified above, subject as provided below, the Calculation Agent shall request, the principal Euro-zone office of each of the Reference Banks, to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately 11.00 a.m. (Brussels time) on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent; and

(z) if paragraph (y) above applies and the Calculation Agent determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be:

(i) the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately 11.00 a.m. (Brussels time) on the relevant Interest Determination Date) deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Euro-zone inter-bank market, as the case may be, or, if fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate; or

(ii) the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which at approximately 11.00 a.m. (Brussels time), on the relevant Interest Determination Date) any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in the Euro-zone inter-bank market, as the case may be, provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period).

Where Linear Interpolation is specified in the applicable Final Terms as applicable in respect of an Interest Accrual Period, the Rate of Interest for such Interest Accrual Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified in the applicable Final Terms as applicable) or the relevant Floating Rate Option (where ISDA Determination is specified in the applicable Final Terms as applicable), one of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Accrual Period and the other of which shall be determined as if the Applicable Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Accrual Period provided however that if there is no rate available for the period of time next shorter or, as the case may be, next longer, then the Issuer shall appoint an Independent Adviser to determine such rate at such time and by reference to such sources as it determines appropriate.

"**Applicable Maturity**" means: (a) in relation to Screen Rate Determination, the period of time designated in the Reference Rate, and (b) in relation to ISDA Determination, the Designated Maturity.

B. *Floating Rate Notes which are SONIA Linked Interest Notes*

(x) *SONIA Compounded Index Rate*

Where the Reference Rate is specified as being SONIA, the Rate of Interest for each Interest Period will be, subject to Condition 5A (*Benchmark discontinuation*), SONIA Compound Index Rate with respect to such Interest Period plus or minus (as indicated in the applicable Final Terms) the applicable Margin, all as determined by the Calculation Agent in accordance with the provisions set out below.

For the purposes of this sub-paragraph B:

"**SONIA Compounded Index Rate**" means, with respect to an Interest Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Period (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms) on the Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the third decimal place, with 0.0005 being rounded upwards:

$$\left(\frac{SONIA\ Compounded\ Index_{END}}{SONIA\ Compounded\ Index_{START}} - 1\right) \times \left(\frac{365}{d}\right)$$

provided, however, that and subject to Condition 5A (*Benchmark discontinuation*), if the SONIA Compounded Index Value is not available in relation to any Interest Period on the Relevant Screen Page for the determination of either or both of SONIA Compounded $Index_{START}$ and SONIA Compounded $Index_{END}$, the Rate of Interest shall be calculated for such Interest Period on the basis of the SONIA Compounded Daily Reference Rate as set out in Condition 5(b)(iii)(B)B.(y) as if SONIA Compounded Daily Reference Rate with Observation Shift had been specified in the applicable Final Terms and the "Relevant Screen Page" shall be deemed to be the "Relevant Fallback Screen Page" as specified in the applicable Final Terms,

where:

"**d**" is the number of calendar days in the relevant Observation Period;

"**London Business Day**", means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

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

"**p**" means, for any Interest Period the whole number specified in the applicable Final Terms (or, if no such number is so specified, five London Business Days) representing a number of London Business Days;

"**SONIA Compounded Index**" means the index known as the SONIA Compounded Index administered by the Bank of England (or any successor administrator thereof);

"**SONIA Compounded Index$_{START}$**" means, in respect of an Interest Period, the SONIA Compounded Index Value on the date falling "p" London Business Days prior to (i) the first day of such Interest Period, or (ii) in the case of the first Interest Period, the Issue Date;

"**SONIA Compounded Index$_{END}$**" means the SONIA Compounded Index Value on the date falling "p" London Business Days prior to (i) in respect of an Interest Period, the Interest Payment Date for such Interest Period, or (ii) if the Notes become due and payable prior to the end of an Interest Period, the date on which the Notes become so due and payable; and

"**SONIA Compounded Index Value**" means in relation to any London Business Day, the value of the SONIA Compounded Index as published by authorised distributors on the Relevant Screen Page on such London Business Day or, if the value of the SONIA Compounded Index cannot be obtained from such authorised distributors, as published on the Bank of England's Website at www.bankofengland.co.uk/boeapps/database/ (or such other page or website as may replace such page for the purposes of publishing the SONIA Compounded Index) on such London Business Day.

(y) *SONIA Compounded Daily Reference Rate*

Where (i) Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined (ii) the Reference Rate is specified in the applicable Final Terms as being SONIA; and (iii) SONIA Compounded Daily Reference Rate is specified in the applicable Final Terms, the Rate of Interest for each Interest Period will, subject to Condition 5A (*Benchmark discontinuation*), be the SONIA Compounded Daily Reference Rate as follows, plus or minus (as indicated in the applicable Final Terms) the Margin,

"**SONIA Compounded Daily Reference Rate**" means, in respect of an Interest Period, the rate of return of a daily compound interest investment (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) and will be calculated by the Calculation Agent on the Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards,

$$\left[\prod_{i=1}^{d_o}\left(1+\frac{SONIA_{\mathrm{i}}\times \mathrm{n_i}}{365}\right)-1\right]\times\frac{365}{d}$$

Where:

"London Business Day", "**Observation Period**" and "**p**" have the meanings set out under Condition 5(b)(iii)(B)B.(x);

"**d**" is the number of calendar days in the relevant:

(i) Observation Period where Observation Shift is specified in the applicable Final Terms; or

(ii) Interest Period where Lag is specified in the applicable Final Terms;

"**d_o**" is the number of London Business Days in the relevant:

(i) Observation Period where Observation Shift is specified in the applicable Final Terms; or

(ii) Interest Period where Lag is specified in the applicable Final Terms;

"**i**" is a series of whole numbers from one to do, each representing the relevant London Business Day in chronological order from, and including, the first London Business Day in the relevant:

(i) Observation Period where Observation Shift is specified in the applicable Final Terms; or

(ii) Interest Period where Lag is specified in the applicable Final Terms;

"**n_i**", for any London Business Day "i", means the number of calendar days from and including such London Business Day "i" up to but excluding the following London Business Day;

"**SONIA$_i$**" means, in relation to any London Business Day the SONIA reference rate in respect of:

(i) that London Business Day "i" where Observation Shift is specified in the applicable Final Terms; or

(ii) the London Business Day (being a London Business Day falling in the relevant Observation Period) falling "p" London Business Days prior to the relevant London Business Day "i" where Lag is specified in the applicable Final Terms; and

the "**SONIA reference rate**", in respect of any London Business Day, is a reference rate equal to the daily Sterling Overnight Index Average ("**SONIA**") rate for such London Business Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page on the next following London Business Day or, if the Relevant Screen Page is unavailable, as published by authorised distributors on such London Business Day or, if SONIA cannot be obtained from such authorised distributors, as published on the Bank of England's Website at www.bankofengland.co.uk/boeapps/database/ (or such other page or website as may replace such page for the purposes of publishing the SONIA reference rate).

(z) Subject to Condition 5A (*Benchmark discontinuation*), where SONIA is specified as the Reference Rate in the applicable Final Terms and either (i) SONIA Compounded Daily Reference Rate is specified in the applicable Final Terms, or (ii) the SONIA Compounded Index Rate is specified in the applicable Final Terms and Condition 5(b)(iii)(C)(y) applies, if, in respect of any London Business Day, the SONIA reference rate is not available on the Relevant Screen Page or Relevant

Fallback Screen Page as applicable, (or as otherwise provided in the relevant definition thereof) , such Reference Rate shall be:

1. (i) the Bank of England's Bank Rate (the "**Bank Rate**") prevailing at close of business on the relevant London Business Day; plus (ii) the mean of the spread of the SONIA reference rate to the Bank Rate over the previous five days on which the SONIA reference rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate, or

2. if such Bank Rate is not available, the SONIA reference rate published on the Relevant Screen Page (or as otherwise provided in the relevant definition thereof) for the first preceding London Business Day on which the SONIA reference rate was published on the Relevant Screen Page (or as otherwise provided in the relevant definition thereof), and

in each case, SONIAi shall be interpreted accordingly.

(aa) If the Rate of Interest cannot be determined in accordance with the foregoing provisions, but without prejudice to Condition 5A (*Benchmark discontinuation*), the Rate of Interest shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Accrual Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual Period) or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Notes for the first Interest Accrual Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Accrual Period).

If the relevant Series of Notes become due and payable in accordance with Condition 9 (*Events of Default*), the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Final Terms, be deemed to be the date on which such Notes became due and payable and the Rate of Interest on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.

C. *Floating Rate Notes which are SOFR Linked Interest Notes*

Where the Reference Rate is specified as being the SOFR, the Rate of Interest for each Interest Period will be, subject to Condition 5A (*Benchmark discontinuation*), USD-SOFR-COMPOUND with respect to such Interest Period plus or minus (as indicated in the applicable Final Terms) the applicable Margin, all as determined by the Calculation Agent in accordance with the provisions set out below.

For the purposes of this sub-paragraph C:

"**USD-SOFR-COMPOUND**" means the rate of return of a daily compound interest investment (with the Secured Overnight Financing Rate (as defined below) as the reference rate for the calculation of interest) and will be calculated by the Calculation Agent on each Interest Determination Date as follows, with the resulting percentage being rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, 0.0005 being rounded upwards:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{SOFR_i \times n_i}{360}\right)-1\right] \times \frac{360}{d}$$

where:

"$\mathbf{d_0}$", for any Interest Period, means the number of U.S. Government Securities Business Days in the relevant Interest Period;

"**i**" means a series of whole numbers from one to d_0, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Interest Period;

"$\mathbf{SOFR_i}$", if applicable as defined in the Final Terms, means:

(a) for any U.S. Government Securities Business Day "i" that is a Cut-off Date (as defined below), the Secured Overnight Financing Rate in respect of the U.S. Government Securities Business Day immediately preceding such Cut-off Date, and

(b) for any U.S. Government Securities Business Day "i" that is not a Cut-off Date (i.e., a U.S. Government Securities Business Day in the Cut-off Period), the Secured Overnight Financing Rate in respect of the U.S. Government Securities Business Day immediately preceding the last Cut-off Date of the relevant Interest Period (such last Cut-off Date coinciding with the Interest Determination Date);

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

"**d**" means the number of calendar days in the relevant Interest Period;

"**Observation Period**" means, in respect of each Interest Period, the period from and including the date falling "p" U.S. Government Securities Business Day prior to the first day of the relevant Interest Period and ending on, but excluding, the date falling "p" U.S. Government Securities Business Day prior to the end of such Interest Period (or the date falling "p" U.S. Government Securities Business Day prior to such earlier date, if any, on which the Notes become due and payable);

"**p**" means for any Interest Period, the number of U.S. Government Securities Business Day included in the Observation Period, as specified in the applicable Final Terms;

"**Cut-off Date"** means each U.S. Government Securities Business Day in the relevant Interest Period, other than any U.S. Government Securities Business Day in the period from, and including, the day following the Interest Determination Date to, but excluding, the corresponding Interest Payment Date (such period, the "**Cut-off Period**"). For any U.S. Government Securities Business Day in the Cut-off Period, the Secured Overnight

Financing Rate (as defined below) in respect of the U.S. Government Securities Business Day immediately preceding the last Cut-off Date in the relevant Interest Period (such last Cut-off Date coinciding with the Interest Determination Date) shall apply;

"**Secured Overnight Financing Rate**" means:

(a) the daily secured overnight financing rate as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) on the website of the Federal Reserve Bank of New York currently at http://www.newyorkfed.org, or any successor website of the Federal Reserve Bank of New York (the "New York Fed's Website") on or about 5:00 p.m. (New York City time) on each U.S. Government Securities Business Day in respect of the U.S. Government Securities Business Day immediately preceding such day; or

(b) if the daily secured overnight financing rate does not appear on a U.S. Government Securities Business Day as specified above, unless both a SOFR Index Cessation Event and a SOFR Index Cessation Effective Date (each as defined below) have occurred, the daily secured overnight financing rate in respect of the last U.S. Government Securities Business Day for which such rate was published on the New York Fed's Website,

provided that if the daily secured overnight financing rate does not appear on a U.S. Government Securities Business Day as specified in paragraph (a), and both a SOFR Index Cessation Event and a SOFR Index Cessation Effective Date have occurred, the provisions of Condition 5A (*Benchmark discontinuation*) below shall apply;

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

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

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

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

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

"**U.S. Government Securities Business Day**" means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association

recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Final Terms), subject to Condition 5A (*Benchmark discontinuation*), the Rate of Interest shall be (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as the case may be) is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period in place of the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as the case may be) relating to that last preceding Interest Period); or (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (including applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Period).

D. *Floating Rate Notes which are €STR Linked Interest Notes*

Where the Reference Rate is specified as being €STR, the Rate of Interest for each Interest Period will, subject as provided below, be the rate of return of a daily compound interest investment (with the daily euro short-term rate as the reference rate for the calculation of interest) plus or minus (as indicated in the applicable Final Terms) the Margin (if any) and will be calculated by the Calculation Agent on the relevant Interest Determination Date, as follows, and the resulting percentage will be rounded, if necessary, to the nearest one ten-thousandth of a percentage point, with 0.00005 being rounded upwards:

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{€STR_{i\times}\,n_i}{360}\right)-1\right]\times\frac{360}{d}$$

If the €STR is not published, as specified above, on any particular T2 Business Day and no €STR Index Cessation Event (as defined below) has occurred, the €STR for such T2 Business Day shall be the rate equal to €STR in respect of the last T2 Business Day for which such rate was published on the Website of the European Central Bank.

If the €STR is not published, as specified above, on any particular T2 Business Day and both an €STR Index Cessation Event and an €STR Index Cessation Effective Date have occurred, the rate of €STR for each T2 Business Day in the relevant Observation Period on or after such €STR Index Cessation Effective Date will be determined as if references to €STR were references to the ECB Recommended Rate.

If no ECB Recommended Rate has been recommended before the end of the first T2 Business Day following the date on which the €STR Index Cessation Event occurs, then the rate of €STR for each T2 Business Day in the relevant Observation Period on or after the €STR Index Cessation Effective Date will be determined as if references to €STR were references to the Modified EDFR.

If an ECB Recommended Rate has been recommended and both an ECB Recommended Rate Index Cessation Event and an ECB Recommended Rate Index Cessation Effective Date subsequently occur, then the rate of €STR for each T2 Business Day in the relevant Observation Period occurring on or after that ECB Recommended Rate Index Cessation Effective Date will be determined as if references to €STR were references to the Modified EDFR.

Any substitution of the €STR, as specified above, will remain effective for the remaining term to maturity of the Notes.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent, (i) the Rate of Interest shall be that determined as at the last preceding Interest Determination Date, (ii) if there is no such preceding Interest Determination Date, the Rate of Interest shall be determined as if the rate of €STR for each T2 Business Day in the Observation Period on or after such €STR Index Cessation Effective Date were references to the latest published ECB Recommended Rate or, if EDFR is published on a later date than the latest published ECB Recommended Rate, the Modified EDFR, or (iii) if there no such preceding Interest Determination Date and there is no published ECB Recommended Rate or Modified EDFR available, the rate of €STR for each T2 Business Day in the Observation Period on or after such €STR Index Cessation Effective Date were references to the latest published €STR (though substituting, in each case, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period).

For the purposes of this Condition 5.(b)(iii)(B)D.:

"**d**" is the number of calendar days in:

(i) where "Observation Look-Back" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period; or

(ii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period.

$\mathbf{d_o}$ for any Interest Period, is:

(i) where "Observation Look-Back" is specified as the Observation Method in the applicable Final Terms, the number of T2 Business Days in the relevant Interest Period; or

(ii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the number of T2 Business Days in the relevant Observation Period.

"**ECB Recommended Rate**" means a rate (inclusive of any spreads or adjustments) recommended as the replacement for €STR by the European Central Bank (or any successor administrator of €STR) and/or by a committee officially endorsed or convened by the European Central Bank (or any successor administrator of €STR) for the purpose

of recommending a replacement for €STR (which rate may be produced by the European Central Bank or another administrator), as determined by the Issuer and notified by the Issuer to the Calculation Agent;

"**ECB Recommended Rate Index Cessation Event**" means the occurrence of one or more of the following events, as determined by the Issuer and notified by the Issuer to the Calculation Agent:

a) a public statement or publication of information by or on behalf of the administrator of the ECB Recommended Rate announcing that it has ceased or will cease to provide the ECB Recommended Rate permanently or indefinitely, provided that, at the time of the statement or the publication, there is no successor administrator that will continue to provide the ECB Recommended Rate; or

b) a public statement or publication of information by the regulatory supervisor for the administrator of the ECB Recommended Rate, the central bank for the currency of the ECB Recommended Rate, an insolvency official with jurisdiction over the administrator of the ECB Recommended Rate, a resolution authority with jurisdiction over the administrator of the ECB Recommended Rate or a court or an entity with similar insolvency or resolution authority over the administrator of the ECB Recommended Rate, which states that the administrator of the ECB Recommended Rate has ceased or will cease to provide the ECB Recommended Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the ECB Recommended Rate;

"**ECB Recommended Rate Index Cessation Effective Date**" means, in respect of an ECB Recommended Rate Index Cessation Event, the first date on which the ECB Recommended Rate is no longer provided, as determined by the Issuer and notified by the Issuer to the Calculation Agent;

"**ECB €STR Guideline**" means Guideline (EU) 2019/1265 of the European Central Bank of 10 July 2019 on the euro short-term rate (€STR) (ECB/2019/19), as amended from time to time;

"**EDFR**" means the Eurosystem Deposit Facility Rate, the rate on the deposit facility, which banks may use to make overnight deposits with the Eurosystem (comprising the European Central Bank and the national central banks of those countries that have adopted the Euro) as published on the Website of the European Central Bank;

"**EDFR Spread**" means:

a) if no ECB Recommended Rate is recommended before the end of the first T2 Business Day following the date on which the €STR Index Cessation Event occurs, the arithmetic mean of the daily difference between the €STR and the EDFR for each of the 30 T2 Business Days immediately preceding the date on which the €STR Index Cessation Event occurred; or

b) if an ECB Recommended Rate Index Cessation Event occurs, the arithmetic mean of the daily difference between the ECB Recommended Rate and the EDFR for each of the 30 T2 Business Days immediately preceding the date on which the ECB Recommended Rate Index Cessation Event occurred;

"**€STR**" means, in respect of any T2 Business Day, the interest rate representing the wholesale Euro unsecured overnight borrowing costs of banks located in the Euro area provided by the European Central Bank as administrator of such rate (or any successor administrator) and published on the Website of the European Central Bank (as defined below) at or before 9:00 a.m. (Frankfurt time) (or, in case a revised euro short-term rate is published as provided in Article 4 subsection 3 of the ECB €STR Guideline at or before 11:00 a.m. (Frankfurt time), such revised interest rate) on the T2 Business Day immediately following such T2 Business Day;

"**€STR$_i$**" means:

(i) where "Observation Look-Back" is specified as the Observation Method in the applicable Final Terms, the €STR for the T2 Business Day falling "p" T2 Business Days prior to the relevant T2 Business Day "i"; or

(ii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the €STR for the T2 Business Day "i";

"**€STR Index Cessation Event**" means the occurrence of one or more of the following events, as determined by the Issuer and notified by the Issuer to the Calculation Agent:

a) a public statement or publication of information by or on behalf of the European Central Bank (or any successor administrator of €STR) announcing that it has ceased or will cease to provide €STR permanently or indefinitely, provided that, at the time of the statement or the publication, there is no successor administrator that will continue to provide €STR; or

b) a public statement or publication of information by the regulatory supervisor for the administrator of €STR, the central bank for the currency of €STR, an insolvency official with jurisdiction over the administrator of €STR, a resolution authority with jurisdiction over the administrator of €STR or a court or an entity with similar insolvency or resolution authority over the administrator of €STR, which states that the administrator of €STR has ceased or will cease to provide €STR permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide €STR;

"**€STR Index Cessation Effective Date**" means, in respect of an €STR Index Cessation Event, the first date on which €STR is no longer provided by the European Central Bank (or any successor administrator of €STR), as determined by the Issuer and notified by the Issuer to the Calculation Agent;

"**i**" is a series of whole numbers from one to d_o, each representing the relevant T2 Business Day in chronological order from, and including, the first T2 Business Day in:

(i) where "Observation Look-Back" is specified as the Observation Method in the applicable Final Terms, the relevant Interest Period, to, but excluding, the Interest Payment Date corresponding to such Interest Period; or

(ii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period, to, but excluding, the Interest Payment Date corresponding to such Observation Period.

"**Modified EDFR**" means a reference rate equal to the EDFR plus the EDFR Spread;

"$\mathbf{n_i}$" for any T2 Business Day "i" is the number of calendar days from, and including, the relevant T2 Business Day "i" up to, but excluding, the immediately following T2 Business Day in the relevant Interest Period;

"**Observation Period**" means in respect of any Interest Period, the period from and including the date falling "p" T2 Business Days prior to the first day of the relevant Interest Period (and the first Observation Period shall begin on and include the date falling "p" T2 Business Days prior to the Interest Commencement Date) and ending on, but excluding, the date falling "p" T2 Business Day prior to the Interest Payment Date of such Interest Period (or the date falling "p" T2 Business Day prior to such earlier date, if any, on which the Notes become due and payable);

"**p**" means:

(i) where "Observation Look-Back" is specified as the Observation Method in the applicable Final Terms, in relation to any Interest Period, the number of T2 Business Days included in the Observation Look-Back Period, as specified in the applicable Final Terms (or if no such number is specified, five T2 Business Days); or

(ii) where "Observation Shift" is specified as the Observation Method in the applicable Final Terms, in relation to any Interest Period, the number of T2 Business Days included in the Observation Shift Period, as specified in the applicable Final Terms (or if no such number is specified, five T2 Business Days).

"**Website of the European Central Bank**" means the website of the European Central Bank currently at http://www.ecb.europa.eu or any successor website officially designated by the European Central Bank.

(c) Zero Coupon Notes

Where a Note the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Note as determined in accordance with Condition 6(b) (*Redemption, Purchase and Options – Early Redemption*). As from the Maturity Date, the Rate of Interest for any overdue principal of such a Note shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 6(b)(i) (*Redemption, Purchase and Options – Early Redemption*)).

(d) Change of Interest Basis

If Change of Interest Basis is specified in the applicable Final Terms as applicable in the applicable Final Terms, the interest payable in respect of the Notes will be calculated in accordance with Condition 5(a) (*Interest and other Calculations – Interest on Fixed Rate Notes*) or Condition 5(b) (*Interest and other Calculations – Interest on Floating Rate Notes*), each applicable only for the relevant periods specified in the applicable Final Terms.

If Change of Interest Basis is specified as applicable in the applicable Final Terms, and a Switch Option is also specified as applicable in the applicable Final Terms, the Issuer may, on one or more occasions, as specified in the applicable Final Terms, at its option (any such option, a "**Switch Option**"), having given notice to the Noteholders in accordance with Condition 13 (*Notices*) on or prior to the relevant Switch Option Expiry Date, and delivering a copy of such notice to the Fiscal Agent, change the Interest Basis of the Notes from Fixed Rate to Floating Rate or from Floating Rate to Fixed Rate or as otherwise specified in the applicable Final Terms with effect from (and including) the Switch Option Effective Date specified in the applicable Final Terms to (but excluding) the Maturity Date (or, where more than one Switch Option Effective Date is specified in the applicable Final Terms, up to and excluding the next following Switch Option Effective Date), provided that (A) the Switch Option may be exercised only in respect of all the outstanding Notes, (B) upon exercise of a Switch Option, the Interest Basis change will be effective from (and including) the relevant Switch Option Effective Date until the Maturity Date (or, where more than one Switch Option Effective Date is specified as applicable in the applicable Final Terms, up to and excluding the next following Switch Option Effective Date to the extent the related Switch Option is exercised), and (C) where a Switch Option has not been exercised prior to the relevant Switch Option Expiry Date, the Issuer shall no longer be entitled to exercise such Switch Option and the Interest Basis shall not change, but without prejudice to the next following Switch Option, if any.

"**Switch Option Expiry Date**" shall mean the date specified as such in the applicable Final Terms, such date being no less than 2 Business Days prior to the Switch Option Effective Date; and

"**Switch Option Effective Date**" shall mean any date specified as such in the applicable Final Terms provided that any such date (i) shall be an Interest Payment Date and (ii) shall be deemed as such subject to the exercise of the relevant Switch Option having been notified by the Issuer pursuant to this Condition 5 and in accordance with Condition 13 (*Notices*) prior to the relevant Switch Option Expiry Date.

(e) Accrual of Interest

Interest shall cease to accrue on each Note on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgment) at the Rate of Interest in the manner provided in this Condition 5 to the Relevant Date (as defined in Condition 8 (*Taxation*)).

(f) Margin, Maximum/Minimum Rates of Interest and Redemption Amounts and Rounding

(i) If any Margin is specified in the applicable Final Terms (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with (b) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to the next paragraph.

(ii) If any Maximum or Minimum Rate of Interest or Redemption Amount is specified in the applicable Final Terms, then any Rate of Interest or Redemption Amount shall be subject to such maximum or minimum, as the case may be.

(iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified in the applicable Final Terms), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 of a percentage point being rounded up), (y) all figures shall be rounded to seven significant figures (provided that if the eighth significant figure is a 5 or greater, the seventh significant figure shall be rounded up) and (z) all currency amounts that fall due and payable shall

be rounded to the nearest unit of such currency (with half a unit being rounded up), save in the case of Japanese yen, which shall be rounded down to the nearest Japanese yen. For these purposes, "unit" means the lowest amount of such currency that is available as legal tender in the country of such currency.

(g) Calculation

The amount of interest payable per Calculation Amount in respect of any Note for any Interest Accrual Period shall be equal to the product of the Rate of Interest, the Calculation Amount specified in the applicable Final Terms, and the Day Count Fraction for such Interest Accrual Period, unless an Interest Amount (or a formula for its calculation) is applicable to such Interest Accrual Period, in which case the amount of interest payable per Calculation Amount in respect of such Note for such Interest Accrual Period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable in respect of such Interest Period shall be the sum of the Interest Amounts payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.

(h) Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption and Optional Redemption Amounts

The Calculation Agent shall, as soon as practicable on each Interest Determination Date, or such other time as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount to be notified to the Fiscal Agent, the Issuer, each of the Paying Agents, the Noteholders, any other Calculation Agent appointed in respect of the Notes that is to make a further calculation upon receipt of such information and, if the Notes are listed on a stock exchange and the rules of such exchange so require, such exchange as soon as possible after their determination but in no event later than (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of Rate of Interest and Interest Amount, or (ii) in all other cases, the fourth Business Day after such determination. Where any Interest Payment Date or Interest Period Date is subject to adjustment pursuant to Condition 5(b)(ii) (*Interest and other Calculations – Interest on Floating Rate Notes*), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 10 (*Meetings of Noteholders and Modifications*), the accrued interest and the Rate of Interest payable in respect of the Notes shall, subject in the case of each of the SONIA Compounded Index Rate and the SONIA Compounded Daily Reference Rate to Condition 5(b)(iii)(B)B.(y), nevertheless continue to be calculated as previously in accordance with this Condition 5 but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

(i) Definitions

In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

"**Business Day**" means:

(i) in the case of a currency other than euro, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centre for such currency; and/or

(ii) in the case of euro, a day on which the T2 System is operating (a "**T2 Business Day**"); and/or

(iii) in the case of a currency and/or one or more Business Centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Business Centre(s) or, if no currency is indicated, generally in each of the Business Centres.

"**Day Count Fraction**" means, in respect of the calculation of an amount of interest on any Note for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Period or Interest Accrual Period, the "**Calculation Period**"):

(i) if "**Actual/Actual**" or "**Actual/Actual — ISDA**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

(ii) if "**Actual/365 (Fixed)**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 365;

(iii) if "**Actual/360**" is specified in the applicable Final Terms, the actual number of days in the Calculation Period divided by 360;

(iv) if "**30/360", "360/360**" or "**Bond Basis**" is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [360 \times (M_2 - M_1)] + D_2 - D_1}{360}$$

where:

"Y1" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y2" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M1" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M2" is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

"D1" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"D2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30;

(v) if "**30E/360**" or "**Eurobond Basis**" is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y2 - Y1)] + [360 \times (M2 - M1)] + D2 - D1}{360}$$

where:

"Y1" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y2" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M1" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M2" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D1" is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

"D2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D_2 will be 30;

(vi) if "**30E/360 (ISDA)**" is specified in the applicable Final Terms, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [360 \times (M_2 - M_1)] + D_2 - D_1}{360}$$

where:

"Y1" is the year, expressed as a number, in which the first day of the Calculation Period falls;

"Y2" is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"M1" is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

"M2" is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

"D1" is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D_1 will be 30; and

"D2" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D_2 will be 30; and

(vii) if "**Actual/Actual-ICMA**" is specified in the applicable Final Terms:

(a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Periods normally ending in any year; and

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

(x) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Periods in any year; and

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

where:

"**Determination Date**" means the date(s) specified as such in the applicable Final Terms or, if none is so specified, the Interest Payment Date(s); and

"**Determination Period**" means the period from and including a Determination Date in any year to but excluding the next Determination Date;

"**Extraordinary Resolutions**" means an extraordinary resolution as defined in the Agency Agreement.

"**Euro-zone**" means the region comprising Member States of the EU that adopt the single currency in accordance with the Treaty establishing the European Community as amended.

"**Independent Adviser**" means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer under Condition 5A(a) and/or Condition 5(b)(iii)(C), as the case may be;

"**Interest Accrual Period**" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period Date and each successive period beginning on (and including) an Interest Period Date and ending on (but excluding) the next succeeding Interest Period Date.

"**Interest Amount**" means:

(i) in respect of an Interest Accrual Period, the amount of interest payable per Calculation Amount for that Interest Accrual Period and which, in the case of Fixed Rate Notes, and unless otherwise specified in the applicable Final Terms, shall mean the Fixed Coupon Amount or Broken Amount specified in the applicable Final Terms as being payable on the Interest Payment Date ending the Interest Period of which such Interest Accrual Period forms part; and

(ii) in respect of any other period, the amount of interest payable per Calculation Amount for that period.

"**Interest Commencement Date**" means the Issue Date or such other date as may be specified in the applicable Final Terms.

"**Interest Determination Date**" means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such in the applicable Final Terms or, if none is so specified, (i) the first day of such Interest Accrual Period if the Specified Currency is Sterling; or (ii) the day falling two Business Days in

London for the Relevant Currency prior to the first day of such Interest Accrual Period if the Specified Currency is neither Sterling nor euro; or (iii) the day falling two T2 Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is euro.

"**Interest Period**" means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

"**Interest Period Date**" means each Interest Payment Date unless otherwise specified in the applicable Final Terms.

"**ISDA Definitions**" means (I) if "ISDA 2006 Definitions" are specified as being applicable in the relevant Final Terms, the 2006 ISDA Definitions (as amended and supplemented as at the date of issue of the first Tranche of the Notes of such Series) published by the International Swaps and Derivatives Association, Inc. ("**ISDA**"), or (II) if "ISDA 2021 Definitions" are specified as being applicable in the relevant Final Terms (copies of which may be obtained from ISDA at www.isda.org), the latest version of the ISDA 2021 Interest Rate Derivatives Definitions, including each Matrix (as defined therein) (and any successor thereto), each as published by ISDA (or any successor) on its website (http://www.isda.org), on the date of issue of the first Tranche of the Notes of such Series, in each case, unless otherwise specified in the applicable Final Terms.

"**Margin**" means the Margin specified in the applicable Final Terms.

"**Rate of Interest**" means the rate of interest payable from time to time in respect of this Note and that is either specified or calculated in accordance with the provisions in the applicable Final Terms.

"**Reference Banks**" means the principal Euro-zone office of four major banks in the Euro-zone interbank market, in each case selected by the Issuer or as specified in the applicable Final Terms.

"**Reference Rate**" means the rate specified as such in the applicable Final Terms.

"**Relevant Screen Page**" means such page, section, caption, column or other part of a particular information service as may be specified in the applicable Final Terms.

"**Specified Currency**" means the currency specified as such in the applicable Final Terms or, if none is specified, the currency in which the Notes are denominated.

"**T2 System**" means the Real-Time Gross-Settlement Express Transfer (known as T2) System which utilises a single shared platform and which was originally launched on 19 November 2007 or any successor or replacement thereto.

"**Tranche**" means Notes which are identical in all respects.

(j) Calculation Agent

The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them in the applicable Final Terms and for so long as any Note is outstanding (as defined in the Agency Agreement). Where more than one Calculation Agent is appointed in respect of the Notes, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Accrual Period or to calculate any Interest Amount, the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer

shall appoint a leading bank or investment banking firm engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

(k) Step Up Option

This Condition 5(k) applies to Notes in respect of which the applicable Final Terms indicate that the Step Up Option is applicable (the "**Sustainability-Linked Notes**").

The Rate of Interest for Sustainability-Linked Notes will be the Rate of Interest specified in, or determined in the manner specified in this Condition 5 (*Interest and other Calculations*) and in the applicable Final Terms, provided that for any Interest Period commencing on or after the Interest Payment Date immediately following the occurrence of a Step Up Event, if any, the Initial Rate of Interest or, in the case of Floating Rate Notes, the relevant benchmark plus the Initial Margin, shall be increased by the Step Up Margin specified in the applicable Final Terms.

The Issuer will give notice of the occurrence of (i) a Step Up Event and (ii) (unless a Step Up Event has previously occurred) satisfaction of the relevant Sustainability-Linked Note Condition, as specified in the applicable Final Terms, to the Fiscal Agent and, in accordance with Condition 13 (*Notices*), the Noteholders as soon as reasonably practicable after such occurrence and, in respect of a Step Up Event, no later than the Step Up Event Notification Deadline. Such notice shall be irrevocable and shall specify the Initial Rate of Interest (in the case of Fixed Rate Notes) or the Initial Margin (in the case of Floating Rate Notes) and, in the case of a Step Up Event, the Step Up Margin and the Step Up Date.

For the avoidance of doubt, an increase in the Rate of Interest resulting from a Step Up Event may occur only once in respect of Sustainability-Linked Notes and the Step Up Margin will not subsequently increase or decrease. Accordingly, if a Step Up Event occurs as a result of the relevant Sustainability-Linked Note Condition, as specified in the applicable Final Terms, not being satisfied, in the case of Fixed Rate Notes, the Initial Rate of Interest or, in the case of Floating Rate Notes, the Initial Margin, shall be increased by the Step Up Margin from the Interest Period immediately following the relevant Step Up Event Notification Deadline, but there shall be no further change to the Step Up Margin regardless of whether or not either such condition is subsequently satisfied or ceases to be satisfied (as applicable).

The Fiscal Agent shall not be obliged to monitor or inquire as to whether a Step Up Event has occurred or have any liability in respect thereof.

In this Condition:

"**Annual Report**" has the meaning given to it in Condition 13A (*Available Information*).

"**Carbon Credits**" refers to carbon credits generated through nature-based and technological solution projects and retired by the Group for any fiscal year, as determined in good faith by the Issuer and according to the Issuer's methodology.

"**CO_2**" means carbon dioxide.

"**CO_{2eq}**" means carbon dioxide equivalent which include: CO_2, CH_4 (Methane) and N_2O (Nitrous Oxide). The Global Warming Potential used for conversion into CO_2 equivalent is 25 for CH_4 and 298 for N_2O. Contributions of biogenic CO_2 emissions are not included.

"**Consolidated disclosure of Non-Financial Information pursuant to Legislative Decree 254/2016**" has the meaning given to it in Condition 13A (*Available Information*).

"**Energy Content of Sold Products**" means the energy associated with the energy products sold, converted and homogenised on an energy basis according to the Issuer's methodology and «equalised» to final customers. Electricity from renewables is accounted according to the physical content, approach in line with IEA's reporting.

"**External Verifier**" means PricewaterhouseCoopers SpA or any such other qualified provider of third party assurance or attestation services or other independent expert of internationally recognised standing appointed by the Issuer, in each case with the expertise necessary to perform the functions required to be performed by the External Verifier under these Conditions, as determined in good faith by the Issuer.

"**gCO_{2eq}/MJ**" means grams of CO_2 equivalent per megajoule of energy.

"**GW**" means gigawatts.

"**Initial Margin**" is the Margin applicable on the Issue Date, as specified in the applicable Final Terms.

"**Initial Rate of Interest**" is the Rate of Interest applicable at the Issue Date, as specified in the applicable Final Terms.

"**$MtCO_{2eq}$**" means million tonnes of CO_2 equivalent.

"**Net Carbon Footprint Upstream**" means the amount, in $MtCO_{2eq}$, of the Group's Scope 1 and Scope 2 GHG Emissions, net of Carbon Credits, for the relevant Sustainability Performance Reference Period and calculated in good faith by the Issuer according to the Issuer's methodology and reported in the relevant Consolidated disclosure of Non-Financial Information pursuant to Legislative Decree 254/2016 or Sustainability Performance Report, as the case may be, which is subject to assurance by the External Verifier.

"**Net Carbon Footprint Upstream Condition**" means that (i) the Net Carbon Footprint Upstream, as at the Net Carbon Footprint Upstream Observation Date was equal to or lower than the Net Carbon Footprint Upstream Threshold and (ii) the Consolidated disclosure of Non-Financial Information pursuant to Legislative Decree 254/2016 or Sustainability Performance Report, as the case may be, and the related Verification Assurance Report as at the Net Carbon Footprint Upstream Observation Date have been published on the Issuer's website by no later than the relevant Sustainability Performance Reporting Deadline.

"**Net Carbon Footprint Upstream Event**" means the failure of the Issuer to satisfy the Net Carbon Footprint Upstream Condition.

"**Net Carbon Footprint Upstream Observation Date**" means the date specified in the relevant Final Terms as being the Net Carbon Footprint Upstream Observation Date.

"**Net Carbon Footprint Upstream Threshold**" means the threshold, in $MtCO_{2eq}$, specified in the relevant Final Terms as being the Net Carbon Footprint Upstream Threshold.

"**Net Carbon Intensity**" means the ratio between the Net GHG Lifecycle Emissions and the Energy Content of Sold Products, expressed in gCO_{2eq}/MJ, for the relevant Sustainability Performance Reference Period, and calculated in good faith by the Issuer according to the Issuer's methodology, reported in the relevant Consolidated disclosure of Non-Financial Information pursuant to Legislative Decree 254/2016 or Sustainability Performance Report, as the case may be, which is subject to assurance by the External Verifier.

"**Net Carbon Intensity Event**" means the failure of the Issuer to satisfy the Net Carbon Intensity Condition.

"**Net Carbon Intensity Condition**" means that (i) the Net Carbon Intensity, as at the Net Carbon Intensity Observation Date was equal to or lower than the Net Carbon Intensity Threshold and (ii) the Consolidated disclosure of Non-Financial Information pursuant to Legislative Decree 254/2016 or Sustainability Performance Report, as the case may be, and the related Verification Assurance Report as at the Net Carbon Intensity Observation Date have been published on the Issuer's website by no later than the relevant Sustainability Performance Reporting Deadline.

"**Net Carbon Intensity Observation Date**" means the date specified in the relevant Final Terms as being the Net Carbon Intensity Observation Date.

"**Net Carbon Intensity Threshold**" means the threshold, in gCO_{2eq}/MJ, specified in the relevant Final Terms as being the Net Carbon Intensity Threshold.

"**Net GHG Lifecycle Emissions**" means the amount, in $MtCO_{2eq}$, of the Group's Scope 1, Scope 2 and Scope 3 GHG Emissions, net of Carbon Credits, for the relevant Sustainability Performance Reference Period and calculated in good faith by the Issuer according to the Issuer's methodology, reported in the relevant Consolidated disclosure of Non-Financial Information pursuant to Legislative Decree 254/2016 or Sustainability Performance Report, as the case may be, which is subject to assurance by the External Verifier.

"**Net GHG Lifecycle Emissions Condition**" means that (i) the Net GHG Lifecycle Emissions, as at the Net GHG Lifecycle Emissions Observation Date was equal to or lower than the Net GHG Lifecycle Emissions Threshold and (ii) the Consolidated disclosure of Non-Financial Information pursuant to Legislative Decree 254/2016 or Sustainability Performance Report, as the case may be, and the related Verification Assurance Report as at the Net GHG Lifecycle Emissions Observation Date have been published on the Issuer's website by no later than the relevant Sustainability Performance Reporting Deadline.

"**Net GHG Lifecycle Emissions Event**" means the failure of the Issuer to satisfy the Net GHG Lifecycle Emissions Condition.

"**Net GHG Lifecycle Emissions Observation Date**" means the date specified in the relevant Final Terms as being the Net GHG Lifecycle Emissions Observation Date.

"**Net GHG Lifecycle Emissions Threshold**" means the threshold, in $MtCO_{2eq}$, specified in the relevant Final Terms as being the Net GHG Lifecycle Emissions Threshold.

"**Renewable Installed Capacity**" means the total amount of the Group's share of maximum generating capacity, as calculated in good faith by the Issuer expressed in gigawatts ("**GW**") or in megawatts ("**MW**"), of the power generation facilities that use renewable energy sources (wind, solar and wave, and any other non-fossil fuel source of generation deriving from natural resources, excluding, for the avoidance of doubt, energy from nuclear fission) to produce electricity. The capacity is considered "installed" once the power generation facilities are in operation or the mechanical completion phase has been reached. The mechanical completion represents the final construction stage excluding the grid connection.

"**Renewable Installed Capacity Event**" means the failure of the Issuer to satisfy the Renewable Installed Capacity Condition.

"**Renewable Installed Capacity Condition**" means that (i) the Renewable Installed Capacity as at the Renewable Installed Capacity Observation Date was equal to or greater than the Renewable Installed

Capacity Threshold and (ii) the Consolidated disclosure of Non-Financial Information pursuant to Legislative Decree 254/2016 or Sustainability Performance Report, as the case may be, and the related Verification Assurance Report for the year ending on the Renewable Installed Capacity Observation Date have been published on the Issuer's website by no later than the relevant Sustainability Performance Reporting Deadline.

"**Renewable Installed Capacity Observation Date**" means the date specified in the relevant Final Terms as being the Renewable Installed Capacity Observation Date.

"**Renewable Installed Capacity Threshold**" means the threshold, in GW, specified in the relevant Final Terms as being the Renewable Installed Capacity Threshold.

"**Scope 1 and Scope 2 GHG Emissions**" means the direct (Scope 1) and Indirect (Scope 2) greenhouse gas emissions associated with the Group's Upstream Business calculated on an equity boundary using the Issuer's methodology, for any fiscal year, expressed as a total amount in $MtCO_{2eq}$, as calculated in good faith by the Issuer.

"**Scope 1, Scope 2 and Scope 3 GHG Emissions**" means the direct (Scope 1) and Indirect (Scope 2 & Scope 3) greenhouse gas emissions associated with the Issuer's energy products sold, along their value chains, accounted on an equity basis according to the Issuer's methodology, for any fiscal year, expressed as a total amount in $MtCO_{2eq}$, as calculated in good faith by the Issuer.

"**Step Up Date**" means in relation to any Step Up Event, the first day of the next Interest Period following the Step Up Event Notification Deadline.

"**Step Up Event**" means the occurrence of either (a) a Renewable Installed Capacity Event; and/or (b) a Net Carbon Footprint Upstream Event; and/or (c) a Net GHG Lifecycle Emissions Event; and/or (d) a Net Carbon Intensity Event, in each case, as so specified in the relevant Final Terms.

"**Step Up Margin**" means the amount specified in the applicable Final Terms as being the relevant Step Up Margin.

"**Step Up Event Notification Deadline**" means:

(i) in respect of a Renewable Installed Capacity Event, the date on which the Issuer is required to publish the Consolidated disclosure of Non-Financial Information pursuant to Legislative Decree 254/2016 or the Sustainability Performance Report, as the case may be, and the Verification Assurance Report as at and for the year ending on the Renewable Installed Capacity Observation Date.

(ii) in respect of a Net Carbon Footprint Upstream Event, the date on which the Issuer is required to publish the Consolidated disclosure of Non-Financial Information pursuant to Legislative Decree 254/2016 or the Sustainability Performance Report, as the case may be, and the Verification Assurance Report as at and for the year ending on the Net Carbon Footprint Upstream Observation Date;

(iii) in respect of a Net GHG Lifecycle Emissions Event, the date on which the Issuer is required to publish the Consolidated disclosure of Non-Financial Information pursuant to Legislative Decree 254/2016 or the Sustainability Performance Report, as the case may be, and the Verification Assurance Report as at and for the year ending on the Net GHG Lifecycle Emissions Observation Date; and

(iv) in respect of a Net Carbon Intensity Event, the date on which the Issuer is required to publish the Consolidated disclosure of Non-Financial Information pursuant to Legislative Decree

254/2016 or the Sustainability Performance Report, as the case may be, and the Verification Assurance Report as at and for the year ending on the Net Carbon Intensity Observation Date.

"**Sustainability-Linked Note Condition**" means any or each of (a) the Renewable Installed Capacity Condition and/or (b) the Net Carbon Footprint Upstream Condition and/or (c) the Net GHG Lifecycle Emissions Condition and/or (d) the Net Carbon Intensity Condition, as may be applicable in accordance with the relevant Step Up Event specified in the relevant Final Terms.

"**Sustainability Performance Reference Period**" means the fiscal year of the Group ending 31 December of each year, starting from the end of the first fiscal year following the Issue Date.

"**Sustainability Performance Report**" has the meaning given to it in Condition 13A (*Available Information*).

"**Sustainability Performance Reporting Deadline**" has the meaning given to it in Condition 13A (*Available Information*).

"**Upstream Business**" means all the Group's business activities associated with development and production of hydrocarbons.

"**Verification Assurance Report**" has the meaning given to it in Condition 13A (*Available Information*).

5A Benchmark discontinuation

(a) Independent Adviser

If a Benchmark Event occurs in relation to an Original Reference Rate on any Determination Date, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 5A(b)), by no later than five Business Days prior to the Determination Date relating to the next Determination Period for which the Rate (or any component part thereof) is to be determined by reference to the Original Reference Period (the "**IA Determination Cut-off Date**").

In making such determination, the Independent Adviser appointed pursuant to this Condition 5A shall act in good faith and in a commercially reasonable manner as an expert and in consultation with the Issuer. In the absence of fraud and gross negligence, the Independent Adviser shall have no liability whatsoever to the Issuer, the Paying Agents, the Noteholders or the Couponholders for any determination made by it pursuant to this Condition 5A.

If (i) the Issuer is unable to appoint an Independent Adviser; or (ii) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 5A(a) and/or (in either case) the applicable Adjustment Spread, prior to the relevant IA Determination Cut-off Date in accordance with this Condition, the Issuer (acting in good faith and in a commercially reasonable manner) may determine a Successor Rate, failing which an Alternative Rate and, in either case, an Adjustment Spread, by no later than five Business Days prior to the Determination Date relating to the next Determination Period for which the Rate of Interest (or any component part thereof) is to be determined by reference to the Original Reference Rate. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Accrual Period only and any subsequent Interest Accrual Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 5A(a).

(b) Successor Rate or Alternative Rate

If the Independent Adviser determines that:

(i) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5A); or

(ii) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 5A).

(c) Adjustment Spread

The Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Rate (as the case may be). If the Independent Adviser or the Issuer (if required to determine a Successor Rate, failing which an Alternative Rate and, in either case, an Adjustment Spread, according to Condition 5A(a)) is unable to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then the Successor Rate or Alternative Reference Rate (as applicable) will apply without an Adjustment Spread.

(d) Benchmark Amendments

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this Condition 5A and the Independent Adviser determines (i) that amendments to these Conditions are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 5A(e), without any requirement for the consent or approval of Noteholders, vary these Conditions to give effect to such Benchmark Amendments with effect from the date specified in such notice.

Notwithstanding any other provision of this Condition 5A, the Calculation Agent or any Paying Agent is not obliged to concur with the Issuer or the Independent Adviser in respect of any changes or amendments as contemplated under this Condition 5A to which, in the sole opinion of the Calculation Agent or the relevant Paying Agent, as the case may be, would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Calculation Agent or the relevant Paying Agent (as applicable) in the Agency Agreement and/or these Conditions.

In connection with any such variation in accordance with this Condition 5A(d), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

Benchmark Amendments may comprise, by way of example, the following amendments: (A) amendments to the definition of "Original reference Rate"; (B) amendments to the day-count fraction and the definitions of "Business Day", "Interest Payment Date", "Rate of Interest", and/or "Interest Period" (including the determination whether the Alternative Rate will be determined in advance on or prior to the relevant Interest Period or in arrear on or prior to the end of the relevant Interest Period); and/or (C) any change to the business day convention.

(e) Notices etc.

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 5A will be notified promptly by the Issuer to the

Calculation Agent, the Paying Agents and, in accordance with Condition 13 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

No later than notifying the Noteholders of the same, the Issuer shall deliver to the Calculation Agent and the Paying Agents a certificate signed by a duly authorised signatory of the Issuer:

(a) confirming (i) that a Benchmark Event has occurred, (ii) the Successor Rate or, as the case may be, the Alternative Rate, (iii) the applicable Adjustment Spread and (iv) the specific terms of the Benchmark Amendments (if any), in each case as determined in accordance with the provisions of this Condition 4(d); and

(b) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread.

Each of the Fiscal Agent, the Calculation Agent and the Paying Agents shall be entitled to rely on such certificate (without liability to any person) as sufficient evidence thereof. The Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread and the Benchmark Amendments (if any) and without prejudice to the Fiscal Agent's or the Calculation Agent's or the Paying Agents' ability to rely on such certificate as aforesaid) be binding on the Issuer, the Fiscal Agent, the Calculation Agent, the Paying Agents and the Noteholders.

Notwithstanding any other provision of this Condition 5A, if following the determination of any Successor Rate, Alternative Rate, Adjustment Spread or Benchmark Amendments (if any), in the Calculation Agent's opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this Condition 5A, the Calculation Agent shall promptly notify the Issuer thereof and the Issuer shall direct the Calculation Agent in writing as to which alternative course of action to adopt. If the Calculation Agent is not promptly provided with such direction, or is otherwise unable (other than due to its own gross negligence, wilful default or fraud) to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Calculation Agent shall be under no obligation to make such calculation or determination and (in the absence of such gross negligence, wilful default or fraud) shall not incur any liability for not doing so.

(f) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Condition 5A (a), (b), (c) and (d), the Original Reference Rate and the fallback provisions provided for in Condition 5(b)(B) will continue to apply unless and until a Benchmark Event has occurred.

(g) Definitions

As used in this Condition 5A:

"**Adjustment Spread**" means either (a) a spread (which may be positive, negative or zero) or (b) a formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

(i) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or

(ii) if no recommendation under paragraph (i) above has been made, or in the case of an Alternative Rate, the Independent Adviser determines, is customarily applied to the relevant Successor Rate

or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or

(iii) (if the Independent Adviser determines that no such spread is customarily applied) the Independent Adviser determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be).

"**Alternative Rate**" means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 5A(b) is customarily applied in international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Notes and with an interest period of a comparable duration to the relevant Interest Period.

"**Benchmark Amendments**" has the meaning given to it in Condition 5A(d).

"**Benchmark Event**" means:

(1) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or

(2) a public statement by the administrator of the Original Reference Rate that it has ceased or that it will, by a specified date on or prior the next Interest Determination Date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(3) a public statement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate has been or will be, by a specified date on or prior the next Interest Determination Date, permanently or indefinitely discontinued; or

(4) a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or in respect of the Notes, in each case by a specified date on or prior the next Interest Determination Date; or

(5) it has become unlawful for any Paying Agent, the Calculation Agent the Issuer or other party to calculate any payments due to be made to any Noteholder using the Original Reference Rate; or

(6) the making of a public statement by the supervisor of the administrator of the Original Reference Rate announcing that such Original Reference Rate is or will be (or is or will be deemed by such supervisor to be) no longer representative of its relevant underlying market or may no longer be used, in each case in circumstances where the same shall be applicable to the Notes;

provided that the Benchmark Event shall be deemed to occur (a) in the case of sub-paragraphs (2) and (3) above on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be, (b) in the case of paragraph (4) above, on the date of prohibition of use of the Original Reference Rate and (c) in the case of sub-paragraph (6) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market and which is specified in the relevant public statement, and, in each case, not the date of the relevant public statement.

"**Original Reference Rate**" means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Notes.

"**Relevant Nominating Body**" means, in respect of a benchmark or screen rate (as applicable):

(i) the European Commission, the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or

(ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable), (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof.

"**Successor Rate**" means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

6 Redemption, Purchase and Options

(a) Final Redemption

Unless previously redeemed, purchased and cancelled as provided below, each Note shall be finally redeemed on the Maturity Date specified in the applicable Final Terms at its Final Redemption Amount (which, subject to any purchase, cancellation, early redemption or repayment, expressed as the amount per Calculation Amount specified in the relevant Final Terms, is its nominal amount).

(b) Early Redemption

(i) *Zero Coupon Notes*

(A) The Early Redemption Amount payable in respect of any Zero Coupon Note, the Early Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such Note pursuant to Condition 6(c) (*Redemption, Purchase and Options – Redemption for Taxation Reasons and Redemption in respect of non-Qualifying Investors*), Condition 6(d) (*Redemption, Purchase and Options – Redemption at the Option of the Issuer)* or Condition 6(e) (*Redemption, Purchase and Options – Redemption at the Option of Noteholders)* or upon it becoming due and payable as provided in Condition 10 (*Meetings of Noteholders and Modifications*), shall be the Amortised Face Amount (calculated as provided below) of such Note unless otherwise specified in the applicable Final Terms.

(B) Subject to the provisions of sub-paragraph (c) below, the Amortised Face Amount of any such Note shall be the scheduled Final Redemption Amount of such Note on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown in the applicable Final Terms, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the Notes if they were discounted back to their issue price on the Issue Date) compounded annually.

(C) If the Early Redemption Amount payable in respect of any such Note upon its redemption pursuant to Condition 6(c) (*Redemption, Purchase and Options – Redemption for Taxation*

Reasons and Redemption in respect of non-Qualifying Investors), Condition 6(d) (*Redemption, Purchase and Options – Redemption at the Option of the Issuer)* or Condition 6(e) (*Redemption, Purchase and Options – Redemption at the Option of Noteholders)* or upon it becoming due and payable as provided in Condition 10 (*Meetings of Noteholders and Modifications*) is not paid when due, the Early Redemption Amount due and payable in respect of such Note shall be the Amortised Face Amount of such Note as described in (B) above, except that such sub-paragraph shall have effect as though the reference therein to the date on which the Note becomes due and payable were the Relevant Date (as defined in Condition 8 (*Taxation*)). The calculation of the Amortised Face Amount in accordance with this sub-paragraph shall continue to be made (both before and after judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Note on the Maturity Date together with any interest that may accrue in accordance with Condition 5(c) (*Interest and other Calculations – Zero Coupon Notes*).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown in the applicable Final Terms.

(ii) *Other Notes*

The Early Redemption Amount payable in respect of any Note (other than Notes described in (i) above), upon redemption of such Note pursuant to Condition 6(c) (*Redemption, Purchase and Options – Redemption for Taxation Reasons and Redemption in respect of non-Qualifying Investors*), Condition 6(d) (*Redemption, Purchase and Options – Redemption at the Option of the Issuer)* or Condition 6(e) (*Redemption, Purchase and Options – Redemption at the Option of Noteholders)* or upon it becoming due and payable as provided in Condition 10 (*Meetings of Noteholders and Modifications*), shall be the Final Redemption Amount (which, subject to any purchase, cancellation, early redemption or repayment, expressed as the amount per Calculation Amount specified in the relevant Final Terms, is its nominal amount).

(c) Redemption for Taxation Reasons and Redemption in respect of non-Qualifying Investors

The Notes may be redeemed at the option of the Issuer in whole, but not in part, on any Interest Payment Date (if this Note is a Floating Rate Note) or, at any time (if this Note is not a Floating Rate Note), on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their Early Redemption Amount (as described in Condition 6(b) (*Redemption, Purchase and Options – Early Redemption*) above) (together with interest accrued to the date fixed for redemption), if (i) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of the Republic of Italy or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date, and (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due;

Before the publication of any notice of redemption pursuant to this paragraph, the Issuer shall deliver to the Fiscal Agent a certificate signed by a duly authorised officer of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and (in the case of paragraph (A) above)

an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

(d) Redemption at the Option of the Issuer

If Call Option is specified in the applicable Final Terms, the Issuer may, subject to applicable law, on giving not less than 15 nor more than 30 days' irrevocable notice to the Noteholders (or such other notice period as may be specified in the applicable Final Terms) redeem all or, if so provided, some, of the Notes on any Optional Redemption Date. Any such redemption of Notes shall be at their Optional Redemption Amount specified in the applicable Final Terms.

For the purposes of this Condition 6(d) only, the "**Optional Redemption Amount**" will either be:

(i) the Early Redemption Amount (as described in Condition 6(b) (*Redemption, Purchase and Options – Early Redemption*) above); or

(ii) the specified percentage of the nominal amount of the Notes stated in the applicable Final Terms which shall be a nominal amount of not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Final Terms,

plus any interest accrued on the Notes to, but excluding, the Optional Redemption Date; or

(iii) in the case of Notes that are not Sustainability-Linked Notes, if "**Make-Whole Amount**" is specified in the applicable Final Terms, an amount which is the higher of:

a. 100 per cent. of the Early Redemption Amount of the Note to be redeemed; or

b. as determined by the Reference Dealers (as defined below), the sum of the then current values of the remaining scheduled payments of principal and interest to maturity (not including any interest accrued on the Notes to, but excluding, the relevant Optional Redemption Date) discounted to the Optional Redemption Date on an annual basis (based on the actual number of days elapsed divided by 365 or (in the case of a leap year) by 366) at the Reference Bond Rate (as defined below) plus the Redemption Margin,

plus any interest accrued on the Notes to, but excluding, the Optional Redemption Date; or

(iv) in the case of Sustainability-Linked Notes only, if Make-Whole Amount is specified in the applicable Final Terms, an amount which is the higher of:

a. 100 per cent. of the Early Redemption Amount of the Sustainability-Linked Note to be redeemed; or

b. as determined by the Reference Dealers (as defined below), the sum of the then current values of the remaining scheduled payments of principal and interest to maturity (not including any interest accrued on the Sustainability-Linked Notes to, but excluding, the Optional Redemption Date) (calculated at the Initial Rate of Interest or, in the case of Floating Rate Notes, by applying the Initial Margin) until:

(A) if the Final Terms specifies the Renewable Installed Capacity Condition as applicable, the Interest Period immediately following the Renewable Installed Capacity Observation Date, at which point, the Rate of Interest or, in the case of Floating Rate Notes, the Initial Margin, shall be deemed to be the Subsequent Rate of Interest or, in the case of Floating Rate Notes, the Subsequent Margin, provided, however, that it shall not be deemed to be the

Subsequent Rate of Interest or, in the case of Floating Rate Notes, the Subsequent Margin, in the event that, prior to the Optional Redemption Date, the Renewable Installed Capacity Condition has been satisfied and notification has been made by the Issuer to that effect in accordance with these Conditions,

(B) if the Final Terms specifies the Net Carbon Footprint Upstream Condition as applicable, the Interest Period immediately following the Net Carbon Footprint Upstream Observation Date, at which point, the Rate of Interest, or, in the case of Floating Rate Notes, the Initial Margin, shall be deemed to be the Subsequent Rate of Interest or, in the case of Floating Rate Notes, the Subsequent Margin, provided, however, that it shall not be deemed to be the Subsequent Rate of Interest or, in the case of Floating Rate Notes, the Subsequent Margin, in the event that, prior to the Optional Redemption Date, the Net Carbon Footprint Upstream Condition has been satisfied and notification has been made by the Issuer to that effect in accordance with these Conditions;

(C) if the Final Terms specifies the Net GHG Lifecycle Emissions Condition as applicable, the Interest Period immediately following the Net GHG Lifecycle Emissions Observation Date, at which point, the Rate of Interest or, in the case of Floating Rate Notes, the Initial Margin, shall be deemed to be the Subsequent Rate of Interest or, in the case of Floating Rate Notes, the Subsequent Margin, provided, however, that it shall not be deemed to be the Subsequent Rate of Interest or, in the case of Floating Rate Notes, the Subsequent Margin, in the event that, prior to the Optional Redemption Date, the Net GHG Lifecycle Emissions Condition has been satisfied and notification has been made by the Issuer to that effect in accordance with these Conditions; and/or

(D) if the Final Terms specifies the Net Carbon Intensity Condition as applicable, the Interest Period immediately following the Net Carbon Intensity Observation Date, at which point, the Rate of Interest or, in the case of Floating Rate Notes, the Initial Margin, shall be deemed to be the Subsequent Rate of Interest or, in the case of Floating Rate Notes, the Subsequent Margin, provided, however, that it shall not be deemed to be the Subsequent Rate of Interest or, in the case of Floating Rate Notes, the Subsequent Margin, in the event that, prior to the Optional Redemption Date, the Net Carbon Intensity Condition has been satisfied and notification has been made by the Issuer to that effect in accordance with these Conditions,

in each case, plus any interest accrued on the Sustainability-Linked Notes to, but excluding, the Optional Redemption Date and discounted to the Optional Redemption Date on an annual basis (based on the actual number of days elapsed divided by 365 or (in the case of a leap year) by 366) at the Reference Bond Rate plus the Redemption Margin.

Any such redemption or exercise must relate to Notes of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed specified in the applicable Final Terms and no greater than the Maximum Redemption Amount to be redeemed specified in the applicable Final Terms.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition 6.

In the case of a partial redemption, the notice to Noteholders shall also contain the certificate numbers of the Notes to be redeemed, which shall have been drawn in such place and in such manner as the Issuer and the Fiscal Agent may agree, taking account of prevailing market practices, subject to compliance with any applicable laws and stock exchange requirements.

In this Condition:

"**Reference Dealers**" means any five major investment banks in the swap, money or securities market as may be selected by the Issuer.

"**Reference Bond**" shall be as set out in the applicable Final Terms.

"**Reference Bond Rate**" means, with respect to the Reference Dealers and the Optional Redemption Date, the average of the five quotations of the mid-market annual yield to maturity of the Reference Bond, or, if the Reference Bond is no longer outstanding, a similar security in the reasonable judgement of the Reference Dealers at 11.00 a.m. London time on the third business day in London preceding the Optional Redemption Date quoted in writing to the Issuer by the Reference Dealers.

"**Redemption Margin**" shall be as set out in the applicable Final Terms;

"**Subsequent Margin**" means the Initial Margin plus the Step Up Margin.

"**Subsequent Rate of Interest**" means the Initial Rate of Interest plus the Step Up Margin.

(e) Redemption at the Option of Noteholders

If Put Option is specified in the applicable Final Terms, the Issuer shall at the option of the holder of any such Note, upon the holder of such Note giving not less than 15 nor more than 30 days notice to the Issuer (or such other notice period as may be specified in the applicable Final Terms) redeem such Note on the Optional Redemption Date(s) at its Optional Redemption Amount specified in the applicable Final Terms (which may be the Early Redemption Amount (as described in Condition 6(b) (*Redemption, Purchase and Options – Early Redemption*) above)) together with interest accrued to the date fixed for redemption.

To exercise such option the holder must deposit (in the case of Bearer Notes) such Note (together with all unmatured Coupons and unexchanged Talons) with any Paying Agent or (in the case of Registered Notes) the Certificate representing such Note(s) with the Registrar or any Transfer Agent at its specified office, together with a duly completed option exercise notice ("**Exercise Notice**") in the form obtainable from any Paying Agent, the Registrar or any Transfer Agent (as applicable) within the notice period. No Note or Certificate so deposited and option exercised may be withdrawn (except as provided in the Agency Agreement) without the prior consent of the Issuer.

(f) Purchases

The Issuer and any of its subsidiaries may at any time purchase Notes (provided that all unmatured Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price. Such Notes may be held, resold or, at the option of the Issuer, surrendered to the Fiscal Agent or the Registrar, as the case may be, for cancellation.

(g) Cancellation

All Notes purchased by or on behalf of the Issuer or any of its subsidiaries may be surrendered for cancellation, in the case of Bearer Notes, by surrendering each such Note together with all unmatured Coupons and all unexchanged Talons to the Fiscal Agent and, in the case of Registered Notes, by surrendering the Certificate representing such Notes to the Registrar and, in each case, if so surrendered, shall, together with all Notes redeemed by the Issuer, be cancelled forthwith (together with all unmatured Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Notes so surrendered for cancellation may not be reissued or resold and the obligations of the Issuer in respect of any such Notes shall be discharged.

7 Payments and Talons

(a) Bearer Notes

Payments of principal and interest in respect of Bearer Notes shall, subject as mentioned below, be made against presentation and surrender of the relevant Notes (in the case of all other payments of principal and, in the case of interest, as specified in Condition 7(f) (*Payments and Talons –Unmatured Coupons and unexchanged Talons*)) or Coupons (in the case of interest, save as specified in Condition 7(f) (*Payments and Talons – Unmatured Coupons and unexchanged Talons*)), as the case may be, at the specified office of any Paying Agent outside the United States by a cheque payable in the relevant currency drawn on, or, at the option of the holder, by transfer to an account denominated in such currency with, a Bank. "Bank" means a bank in the principal financial centre for such currency or, in the case of euro, in a city in which banks have access to the T2 System.

(b) Registered Notes

(i) Payments of principal in respect of Registered Notes shall be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in paragraph (ii) below.

(ii) Interest on Registered Notes shall be paid to the person shown on the Register at the close of business on the fifteenth day before the due date for payment thereof (the "**Record Date**"). Payments of interest on each Registered Note shall be made in the relevant currency by cheque drawn on a Bank and mailed to the holder (or to the first-named of joint holders) of such Note at its address appearing in the Register. Upon application by the holder to the specified office of the Registrar or any Transfer Agent before the Record Date, such payment of interest may be made by transfer to an account in the relevant currency maintained by the payee with a Bank.

(c) Payments in the United States

Notwithstanding the foregoing, if any Bearer Notes are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Notes in the manner provided above when due, (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts and (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer, any adverse tax consequence to the Issuer.

(d) Payments Subject to Fiscal Laws

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 8 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 8 (*Taxation*)) any law implementing an intergovernmental approach thereto. No commission or expenses shall be charged to the Noteholders or Couponholders in respect of such payments.

(e) Appointment of Agents

The Fiscal Agent, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent initially appointed by the Issuer and its specified offices are listed below. The Fiscal Agent, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent(s) act solely as agents of the Issuer and do not assume any obligation or relationship of agency or trust for or with any Noteholder or Couponholder. The Issuer reserves the right at any time to vary or terminate the appointment of the Fiscal Agent, any other Paying Agent, the Registrar, any Transfer Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents or Transfer Agents, provided that the Issuer shall at all times maintain (i) a Fiscal Agent, (ii) one or more Calculation Agent(s) where the Conditions so require, (iii) Paying Agents having specified offices in at least two major cities, at least one of which must be outside the Republic of Italy (including Luxembourg so long as the Notes are listed on the official list of the Luxembourg Stock Exchange), and (iv) a Registrar in relation to Registered Notes, (v) a Transfer Agent in relation to Registered Notes which, as long as the Notes are listed on the official list of the Luxembourg Stock Exchange, shall have its specified offices in Luxembourg, (v) such other agents as may be required by the rules of any other stock exchange on which the Notes may be listed.

In addition, the Issuer shall forthwith appoint a Paying Agent in New York City in respect of any Bearer Notes denominated in U.S. dollars in the circumstances described in paragraph (c) above.

Notice of any such change or any change of any specified office shall promptly be given to the Noteholders.

(f) Unmatured Coupons and unexchanged Talons

(i) Upon the due date for redemption thereof, Bearer Notes which comprise Fixed Rate Notes should be surrendered for payment together with all unmatured Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unmatured Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unmatured Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 9 (*Events of Default*)).

(ii) Upon the due date for redemption of any Bearer Note comprising a Fixed Rate Note, unmatured Coupons relating to such Note (whether or not attached) shall become void and no payment shall be made in respect of them.

(iii) Upon the due date for redemption of any Bearer Note, any unexchanged Talon relating to such Note (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.

(iv) Where the Bearer Note that provides that the relative unmatured coupons are to become void upon the due date for redemption of those Notes is presented for redemption without all unmatured Coupons, and where any Bearer Note is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.

(v) If the due date for redemption of any Note is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Note or Certificate representing it, as the case may be.

(g) Talons

On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Note, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Fiscal Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 9 (*Events of Default*)).

(h) Non-Business Days

If any date for payment in respect of any Note or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, "**business day**" means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation, in such jurisdictions as shall be specified as a "**Financial Centre**" in the applicable Final Terms and:

(i) (in the case of a payment in a currency other than euro) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency; or

(ii) (in the case of a payment in euro) which is a T2 Business Day.

8 Taxation

All payments of principal and interest in respect of the Notes and the Coupons by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by the Republic of Italy or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as shall result in receipt by the Noteholders and the Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such additional amounts shall be payable with respect to any Note or Coupon:

(a) to, or to a third party on behalf of, a holder who is (i) entitled to avoid such deduction or withholding by making a declaration of non-residence or other similar claim for exemption to the competent tax authority; or (ii) liable to such taxes, duties, assessments or governmental charges in respect of such

Note or Coupon by reason of his having some connection with the Republic of Italy other than the mere holding of the Note or Coupon; or

(b) presented (or in respect of which the Certificate representing it is presented) for payment more than 30 days after the Relevant Date except to the extent that the holder of it would have been entitled to such additional amounts on presenting it for payment on the thirtieth such day; or

(c) in relation to any payment or deduction of any interest, principal or other proceeds of any Note or Coupon on account of *imposta sostitutiva* pursuant to Italian Legislative Decree No. 239 of 1 April 1996 or any secondary legislation implementing the same (each as amended and/or supplemented from time to time); or

(d) in relation to any payment or deduction of any interest, principal or other proceeds of any Note or Coupon presented for payment in the Republic of Italy; or

(e) presented for payment by or on behalf of a holder who would have been able to avoid such withholding or deduction by presenting the relevant Note (or relative Certificate) or Coupon to another Paying Agent in a Member State of the EU.

Notwithstanding any other provision of the Conditions, any amounts to be paid on the Notes by or on behalf of the Issuer will be paid net of any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a "**FATCA Withholding**"). Neither the Issuer nor any other person will be required to pay any additional amounts in respect of FATCA Withholding.

As used in these Conditions, "**Relevant Date**" in respect of any Note or Coupon means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Noteholders that, upon further presentation of the Note (or relative Certificate) or Coupon being made in accordance with the Conditions, such payment will be made, provided that payment is in fact made upon such presentation. References in these Conditions to (i) "**principal**" shall be deemed to include any premium payable in respect of the Notes, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 6 (*Redemption, Purchase and Options*) or any amendment or supplement to it, (ii) "**interest**" shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 5 (*Interest and other Calculations*) or any amendment or supplement to it and (iii) "**principal**" and/or "interest" shall be deemed to include any additional amounts that may be payable under this Condition 8.

9 Events of Default

If any of the following events ("**Events of Default**") occurs and is continuing, the holder of any Note may give written notice to the Fiscal Agent at its specified office that such Note is immediately repayable, whereupon the Early Redemption Amount of such Note together (if applicable) with accrued interest to the date of payment shall become immediately due and payable, unless such Event of Default shall have been remedied prior to the receipt of such notice by the Fiscal Agent and except that the holders of the Notes may, by an Extraordinary Resolution, waive any default and rescind and annul a previously given notice of default and the consequences thereof if (i) the rescission or waiver would not conflict with any judgment or decree and (ii) all existing Events

of Default have been waived by such Extraordinary Resolution or otherwise cured except for non-payment of principal or interest that has become due solely because of the acceleration following the notice of default; provided, however, that if any event specified in clause (v) below occurs and is continuing, the Notes shall become immediately repayable, with accrued interest to the date of payment, without any declaration, notification or other act on the part of any holder of Notes:

(i) **Non-Payment**

default is made for more than 30 days in the case of interest or principal in the payment on the due date of interest or principal in respect of any of the Notes; or

(ii) **Breach of Other Obligations**

the Issuer does not perform or comply with any one or more of its other obligations in respect of the Notes which default is incapable of remedy or, if capable of remedy, is not remedied within 90 days after notice of such default shall have been given to the Fiscal Agent at its specified office by any Noteholder; or

(iii) **Enforcement Proceedings**

a distress, attachment, execution or other legal process is levied, enforced or sued out on or against, or an encumbrancer takes possession of the whole or substantially the whole of, the property, assets or revenues of the Issuer and in each case is not released, discharged or stayed within 90 days; or

(iv) **Cross-Default**

any other present or future, actual or contingent indebtedness of the Issuer for or in respect of borrowed money and being in aggregate amount greater than 3 per cent. of the Issuer's consolidated total shareholders' equity (as determined by reference to the most recent audited consolidated financial statements of the Issuer) is not paid when due or within any applicable grace period originally specified; or

(v) **Insolvency**

the Issuer is (or is deemed by law or a court of competent jurisdiction to be) insolvent or bankrupt or unable to pay its debts, or stops, suspends or threatens to stop or suspend payment of its debts generally, proposes or makes a general assignment or an arrangement or composition with or for the benefit of its creditors generally in respect of its debts or a moratorium is agreed or declared or comes into effect in respect of or affecting all or substantially all of the debts of the Issuer; or

(vi) **Winding-up**

an administrator is appointed, an order is made or an effective resolution passed for the winding-up or dissolution of the Issuer and such order or resolution is not discharged or cancelled within 90 days, or the Issuer ceases or threatens to cease to carry on all or substantially all of its business or operations, in each case except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation either (i) on terms previously approved by an Extraordinary Resolution of the Noteholders or (ii) where in the case of a reconstruction, amalgamation, reorganisation, merger or consolidation of the Issuer, the surviving entity effectively assumes the entire obligations of the Issuer under the Notes or any event occurs that under the laws of any relevant jurisdiction has an analogous effect to any of the events referred to in this paragraph.

10 Meetings of Noteholders and Modifications

(a) Meetings of Noteholders

The Agency Agreement contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of these Conditions.

All meetings of holders of Notes will be held in accordance with applicable provisions of Italian law in force at the time. In accordance with Article 2415 of the Italian Civil Code, the meeting of Noteholders is empowered to resolve upon the following matters: (i) the appointment and revocation of a joint representative (*rappresentante comune*) of the Noteholders; (ii) any amendment to these Conditions; (iii) motions for composition with creditors (*concordato*) of the Issuer; (iv) establishment of a fund for the expenses necessary for the protection of the common interests of the Noteholders and the related statements of account; and (v) on any other matter of common interest to the Noteholders. Such a meeting may be convened by the Board of Directors of the Issuer or by the joint representative of the Noteholders when the Board of Directors or the joint representative, as the case may be, deems it necessary or appropriate, and such a meeting shall be convened when a request is made by the Noteholders holding not less than 5 per cent. in principal amount of the Notes for the time being outstanding, in each case in accordance with Article 2415 of the Italian Civil Code. The constitution of meetings and the validity of resolutions thereof shall be governed pursuant to the provision of Italian laws (including, without limitation, Legislative Decree No. 58 of 24 February 1998 (the "**Consolidated Law on Finance**") and the Issuer's by-laws in force from time to time. Italian law currently provides that (subject as provided below) at any such meeting, (i) in the case of a sole call meeting, one or more persons present holding Notes or representing in the aggregate at least one-fifth of the nominal amount of the Notes for the time being outstanding or such other majority as may be provided for in the Issuer's by-laws, or (ii) in case of a multiple call meeting (a) in the case of a first meeting, one or more persons present holding Notes or representing in the aggregate not less than one-half of the aggregate nominal amount of the Notes for the time being outstanding or such other majority as may be provided for in the Issuer's by-laws, (b) in the case of a second meeting following adjournment of the first meeting for want of quorum, one or more persons present holding Notes or representing in the aggregate more than one-third of the aggregate nominal amount of the Notes for the time being outstanding or such other majority as may be provided for in the Issuer's by-laws, (c) in the case of a third meeting, or any subsequent meeting following a further adjournment for want of quorum, one or more persons present holding Notes or representing in the aggregate at least one-fifth of the aggregate nominal amount of the Notes for the time being outstanding or such other majority as may be provided for in the Issuer's by-laws, shall form a quorum for the transaction of business and no business shall be transacted at any meeting unless the requisite quorum is present at the commencement of the relevant business. The majority required at any such meeting under (i) and (ii) above (including any adjourned meetings, if applicable) for passing an Extraordinary Resolution shall (subject as provided below) be at least two-thirds of the aggregate nominal amount of Notes represented at the meeting, provided that at any meeting the business of which includes a modification to the Conditions as provided under Article 2415, paragraph 1, item 2 of the Italian Civil Code (including, for the avoidance of doubt, (a) any reduction or cancellation of the amount payable or, where applicable, modification of the method of calculating the amount payable or modification of the date of maturity or redemption or any date for payment of interest or, where applicable, of the method of calculating the date of payment in respect of any principal or interest in respect of the Notes, and (b) any alteration of the currency in which payments under the Notes are to be made or the denomination of the Notes), the majority required to pass the requisite Extraordinary Resolution shall be the higher of (i) one or more persons present holding Notes or representing in the

aggregate not less than one-half of the aggregate nominal amount of the Notes for the time being outstanding and (ii) one or more persons present holding Notes or representing in the aggregate not less than two thirds of the Notes represented at the meeting pursuant to paragraph 3 of Article 2415 of the Italian Civil Code, provided that the Issuer's by-laws may in each case (to the extent permitted under applicable Italian law) provide for higher majorities. The Notes shall not entitle the Issuer to participate and vote in the Noteholders' meetings. Directors and statutory auditors of the Issuer shall be entitled to attend the Noteholders' meetings. The resolutions validly adopted in meetings are binding on Noteholders whether present or not.

(b) Modification of Agency Agreement

The Issuer shall only permit any modification of, or any waiver or authorisation of any breach or proposed breach of or any failure to comply with, the Agency Agreement, if to do so could not reasonably be expected to be prejudicial to the interests of the Noteholders and in giving such permission, waiver or authorisation the Issuer shall have regard to interests of the Noteholders as a class and shall not have regard to the consequences of such permission, waiver or authorisation for individual Noteholders or Couponholders.

11 Replacement of Notes, Certificates, Coupons and Talons

If a Note, Certificate, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange regulations, at the specified office of the Fiscal Agent (in the case of Bearer Notes, Coupons or Talons) and of the Registrar (in the case of Certificates) or such other Paying Agent or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Noteholders, in each case on payment by the claimant of the fees, costs, taxes and duties incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Note, Certificate, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Notes, Certificates, Coupons or further Coupons) and otherwise as the Issuer may require. Mutilated or defaced Notes, Certificates, Coupons or Talons must be surrendered before replacements will be issued.

12 Further Issues

The Issuer may from time to time without the consent of the Noteholders or Couponholders create and issue further notes having the same terms and conditions as the Notes (so that, for the avoidance of doubt, references in the conditions of such Notes to "**Issue Date**" shall be to the first issue date of the Notes) and so that the same shall be consolidated and form a single series with such Notes, and references in these Conditions to "**Notes**" shall be construed accordingly.

13 Notices

Notices to the holders of Registered Notes shall be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing or, in the case of Global Notes, delivered to Euroclear and Clearstream, Luxembourg, and/or any other applicable clearing system for communication by them to the persons shown in their respective records as having interests therein and, provided that and so long as the Notes are listed on the official list of the Luxembourg Stock Exchange and the rules of that Stock Exchange so require published on the website of that Stock Exchange (*www.luxse.com*).

Notices to the holders of Bearer Notes shall, save where another means of effective communication has been specified in the relevant Final Terms, be valid if published in a daily newspaper of general circulation in London (which is expected to be the *Financial Times*), provided that so long as the Notes are listed on the official list of the Luxembourg Stock Exchange and the rules of that Stock Exchange so require, such notice shall be published on the website of that Stock Exchange (*www.luxse.com*). If any of the above publication methods is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication as provided above.

The Issuer shall ensure that notices are published in a manner which complies with the rules and regulations of any other stock exchange on which the Notes may be listed from time to time.

In addition to the above publications, with respect to notices for a meeting of Noteholders, any convening notice for such meeting shall be made in accordance with the relevant provisions of the Italian Civil Code and the Issuer's by-laws.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Notes in accordance with this Condition 13.

13A Available Information

This Condition 13A applies to Sustainability-Linked Notes only.

For each fiscal year ending on 31 December following the Issue Date, the Issuer will publish its annual audited consolidated financial statements as at and for such financial year (the "**Annual Report**") on its website. Each such Annual Report shall disclose or be accompanied by another document (each such report or other document, a "**Consolidated disclosure of Non-Financial Information pursuant to Legislative Decree 254/2016**" or a "**Sustainability Performance Report**") which discloses (a) the Renewable Installed Capacity; (b) the Net Carbon Footprint Upstream; (c) the Net GHG Lifecycle Emissions; and (d) the Net Carbon Intensity, each in respect of the Sustainability Performance Reference Period and as calculated in good faith by the Issuer, together with any other relevant information which may enable investors to monitor progress towards the satisfaction of the relevant Sustainability-Linked Note Condition. Each such Consolidated disclosure of Non-Financial Information pursuant to Legislative Decree 254/2016 or Sustainability Performance Report, as the case may be, shall include, or be accompanied by, a verification assurance report issued by the External Verifier (a "**Verification Assurance Report**"). Each Consolidated disclosure of Non-Financial Information pursuant to Legislative Decree 254/2016 or Sustainability Performance Report, as the case may be, and related Verification Assurance Report will be published no later than the date of publication of the Group's Annual Report in respect of the Sustainability Performance Reference Period and the statutory auditor's report thereon; provided that to the extent the Issuer determines that additional time will be required to complete the relevant Consolidated disclosure of Non-Financial Information pursuant to Legislative Decree 254/2016 or Sustainability Performance Report, as the case may be, and/or related Verification Assurance Report, then such Consolidated disclosure of Non-Financial Information pursuant to Legislative Decree 254/2016 or Sustainability Performance Report, as the case may be, and related Verification Assurance Report shall be published as soon as reasonably practicable, but in no event later than 60 days after the date of publication of the relevant statutory auditor's report (the "**Sustainability Performance Reporting Deadline**").

14 Currency Indemnity

Any amount received or recovered in a currency other than the currency in which payment under the relevant Note or Coupon is due (whether as a result of, or of the enforcement of, a judgment or order of a court of any

jurisdiction, in the insolvency, winding-up or dissolution of the Issuer or otherwise) by any Noteholder or Couponholder in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the amount in the currency of payment under the relevant Note or Coupon that the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If the amount received or recovered is less than the amount expressed to be due to the recipient under any Note or Coupon (such amount being the "**shortfall**") the Issuer shall indemnify the recipient in an amount equal to the shortfall and, if a purchase is made, against the cost of making any such purchase. For the purposes of this Condition 14, it shall be sufficient for the Noteholder or Couponholder, as the case may be, to demonstrate that a shortfall would have arisen had an actual purchase been made. These indemnities constitute a separate and independent obligation from the Issuer's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Noteholder or Couponholder and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Note or Coupon or any other judgment or order.

15 Governing Law, Jurisdiction and Service of Process

(a) Governing Law

The Notes, the Coupons, the Talons, (and any non-contractual obligations arising out of or in connection with them) and the Deed of Covenant are governed by, and shall be construed in accordance with, English law. Condition 10 (*Meetings of Noteholders and Modifications*) and the provisions of Schedule 3 of the Agency Agreement which relate to the convening of meetings of Noteholders and the appointment of a Noteholders' representative are subject to compliance with Italian law.

(b) Jurisdiction

The courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with any Notes Coupons, Talons and the Deed of Covenant and accordingly any legal action or proceedings arising out of or in connection with any Notes Coupons, Talons and the Deed of Covenant ("**Proceedings**") may be brought in such courts. Each of the Issuer and the holders of the Notes, Coupons and Talons irrevocably submits to the jurisdiction of the courts of England and waives any objection to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum.

(c) Service of Process

The Issuer irrevocably appoints Eni UK Limited of Eni House, 10 Ebury Bridge Road, London SW1W 8PZ as their agent in England to receive, for it and on its behalf, service of process in any Proceedings in England. Such service shall be deemed completed on delivery to such process agent (whether or not it is forwarded to and received by the Issuer). If for any reason such process agent ceases to be able to act as such or no longer has an address in London, the Issuer irrevocably agrees to appoint a substitute process agent and shall immediately notify Noteholders of such appointment in accordance with Condition 13 (*Notices*). Nothing shall affect the right to serve process in any manner permitted by law.

16 Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of the Notes under the Contracts (Rights of Third Parties) Act 1999.

OVERVIEW OF PROVISIONS RELATING TO THE NOTES WHILE IN GLOBAL FORM

For as long as the Notes are represented by Global Notes, the terms and conditions set out below (the "**Global Notes Conditions**") must be read together with the section "*Terms and Conditions of the Notes*" in this Base Prospectus and form an integral part thereof and shall be construed accordingly. The terms and conditions set out in the section "*Terms and Conditions of the Notes*" of this Base Prospectus shall in such case be supplemented and/or superseded by the Global Notes Conditions which shall prevail over the conditions set out in the section "*Terms and Conditions of the Notes*".

1 Initial Issue of Notes

If the Global Notes or the Global Certificates are stated in the applicable Final Terms to be issued in new Global Note ("**NGN**") form or to be held under the NSS (as the case may be), the Global Notes will be delivered on or prior to the original issue date of the Tranche to the Common Safekeeper. Depositing the Global Notes or the Global Certificates with the Common Safekeeper does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue, or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.

Global Notes which are issued in classic Global Note ("**CGN**") form and Global Certificates which are not held under the NSS may be delivered on or prior to the original issue date of the Tranche to the Common Depositary.

If the Global Note is a CGN, upon the initial deposit of a Global Note with the Common Depositary for Euroclear and Clearstream, Luxembourg or registration of Registered Notes in the name of any nominee for Euroclear and Clearstream, Luxembourg and delivery of the relative Global Certificate to the Common Depositary, Euroclear or Clearstream, Luxembourg, will credit each of its participants acting as depositary for subscribers with a nominal amount of Notes represented by such Global Note equal to the nominal amount thereof for which the subscribers for whom such participant acts as depositary have subscribed and paid.

If the Global Note is an NGN, the nominal amount of the Notes shall be the aggregate amount from time to time entered in the records of Euroclear or Clearstream, Luxembourg. The records of such clearing system shall be conclusive evidence of the nominal amount of Notes represented by the Global Note and a statement issued by such clearing system at any time shall be conclusive evidence of the records of the relevant clearing system at that time.

Notes that are initially deposited with the Common Depositary may also be credited to the accounts of subscribers with (if indicated in the relevant Final Terms) other clearing systems through direct or indirect accounts with Euroclear and Clearstream, Luxembourg, held by such other clearing systems. Conversely, Notes that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with Euroclear, Clearstream, Luxembourg, or other clearing systems.

2 Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of Euroclear, Clearstream, Luxembourg or any other clearing system as the holder of a Note represented by a Global Note or a Global Certificate, must look solely to Euroclear or Clearstream, Luxembourg, or such other clearing system (as the case may be) for his share of each payment made by the Issuer to the bearer of such Global Note or the holder of the underlying Registered Notes, as the case may be, and in relation to all other rights arising under the Global Notes or Global Certificates, subject to the procedures and rules of Euroclear, Clearstream, Luxembourg or such clearing system (as the case may be).

3 Exchange

3.1 Temporary Global Notes

Each temporary Global Note will be exchangeable, free of charge to the holder, on or after its Exchange Date (as defined in 6 below):

(i) if the relevant Final Terms indicate that such Global Note is issued in compliance with TEFRA C or in a transaction to which TEFRA is not applicable (as to which, see "General Description of the Programme – TEFRA"), in whole, but not in part, for the Definitive Notes defined and described below; and

(ii) otherwise, in whole or in part upon certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement for interests in a permanent Global Note or, if so provided in the relevant Final Terms, for Definitive Notes.

Each temporary Global Note that is also an Exchangeable Bearer Note will be exchangeable for Registered Notes in accordance with the Conditions in addition to any permanent Global Note or Definitive Notes for which it may be exchangeable and, before its Exchange Date, will also be exchangeable in whole or in part for Registered Notes only.

3.2 Permanent Global Notes

Each permanent Global Note will be exchangeable, free of charge to the holder (except, in the case of (ii) below, where the holder requests the exchange and is liable for any taxes and duties arising in connection with such exchange), on or after its Exchange Date in whole but not, except as provided under 4 below, in part for Definitive Notes or, in the case of 2(iii) below, Registered Notes:

(i) unless principal in respect of any Notes is not paid when due, by the Issuer giving notice to the Noteholders and the Fiscal Agent of its intention to effect such exchange;

(ii) if the relevant Final Terms provide that such Global Note is exchangeable at the request of the holder, by the holder giving notice to the Fiscal Agent of its election for such exchange;

(iii) if the permanent Global Note is an Exchangeable Bearer Note, by the holder giving notice to the Fiscal Agent of its election to exchange the whole or a part of such Global Note for Registered Notes; and

(iv) otherwise, (1) if the permanent Global Note is held on behalf of Euroclear or Clearstream, Luxembourg, or any other clearing system (an "**Alternative Clearing System**") and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so or (2) if principal in respect of any Notes is not paid when due, by the holder giving notice to the Fiscal Agent of its election for such exchange.

In the event that a Global Note is exchanged for Definitive Notes, such Definitive Notes shall be issued in Specified Denomination(s) only. A Noteholder who holds a principal amount of less than the minimum Specified Denomination will not receive a definitive Note in respect of such holding and would need to purchase a principal amount of Notes such that it holds an amount equal to one or more Specified Denominations.

3.3 Permanent Global Certificates

If the Final Terms state that the Notes are to be represented by a permanent Global Certificate on issue, transfers of the holding of Notes represented by any Global Certificate pursuant to Condition 2(b) (*Exchanges of Exchangeable Bearer Notes and Transfers of Registered Notes – Transfer of Registered Notes*) may only be made in part:

(i) if the Notes represented by the Global Certificate are held on behalf of Euroclear or Clearstream, Luxembourg, or an Alternative Clearing System and any such clearing system is closed for business for

a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so; or

(ii) if principal in respect of any Notes is not paid when due; or

(iii) with the consent of the Issuer,

provided that, in the case of the first transfer of part of a holding pursuant to 3(i) or 3(ii) above, the Registered Holder has given the Registrar not less than 30 days' notice at its specified office of the Registered Holder's intention to effect such transfer.

3.4 Partial Exchange of Permanent Global Notes

Subject to the provisions of 2.2 and 2.3 above, for so long as a permanent Global Note is held on behalf of a clearing system and the rules of that clearing system permit, such permanent Global Note will be exchangeable in part on one or more occasions (i) for Registered Notes if the permanent Global Note is an Exchangeable Bearer Note and the part submitted for exchange is to be exchanged for Registered Notes, or (ii) for Definitive Notes if principal in respect of any Notes is not paid when due.

3.5 Delivery of Notes

If the Global Note is a CGN, on or after any due date for exchange the holder of a Global Note may surrender such Global Note or, in the case of a partial exchange, present it for endorsement to or to the order of the Fiscal Agent.

In exchange for any Global Note, or the part thereof to be exchanged, the Issuer will (i) in the case of a temporary Global Note exchangeable for a permanent Global Note, deliver, or procure the delivery of, a permanent Global Note in an aggregate nominal amount equal to that of the whole or that part of a temporary Global Note that is being exchanged or, in the case of a subsequent exchange, endorse, or procure the endorsement of, a permanent Global Note to reflect such exchange or (ii) in the case of a Global Note exchangeable for Definitive Notes or Registered Notes, deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Notes and/or Certificates, as the case may be or (iii) if the Global Note is a NGN, the Issuer will procure that details of such exchange be entered *pro rata* in the records of the relevant clearing system. In this Base Prospectus, "**Definitive Notes**" means, in relation to any Global Note, the definitive Bearer Notes for which such Global Note may be exchanged (if appropriate, having attached to them all Coupons in respect of interest that has not already been paid on the Global Note and a Talon). Definitive Notes will be security printed and Certificates will be printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the Schedules to the Agency Agreement. On exchange in full of each permanent Global Note, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Notes.

3.6 Exchange Date

"**Exchange Date**" means, in relation to a temporary Global Note, the day falling after the expiry of 40 days after its issue date and, in relation to a permanent Global Note, a day falling not less than 60 days, or in the case of an exchange for Registered Notes five days, or in the case of failure to pay principal in respect of any Notes when due 30 days, after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Fiscal Agent is located and in the city in which the relevant clearing system is located.

4 Further amendments to Conditions

The temporary Global Notes, permanent Global Notes and Global Certificates contain provisions that apply to the Notes that they represent, some of which modify the effect of the terms and conditions of the Notes set out

in the section "*Terms and Conditions of the Notes*" in this Base Prospectus. An overview of certain of those provisions is set out in sections 1 to (and including) 3 above and this section 4:

4.1 Payments and Talons

No payment falling due after the Exchange Date will be made on any Global Note unless exchange for an interest in a permanent Global Note or for Definitive Notes or Registered Notes is improperly withheld or refused.

Payments on any temporary Global Note issued in compliance with TEFRA D before the Exchange Date will only be made against presentation of certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement.

All payments in respect of Notes represented by a Global Note in CGN form will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Notes, surrender of that Global Note to or to the order of the Fiscal Agent or such other Paying Agent as shall have been notified to the Noteholders for such purpose.

If the Global Note is a CGN, a record of each payment so made will be endorsed on each Global Note, which endorsement will be *prima facie* evidence that such payment has been made in respect of the Notes. Condition 7(e)(iv) (*Payments and Talons - Appointment of Agents*) and Condition 8(f) (*Taxation*) will apply to the definitive Bearer Notes only.

If the Global Note is a NGN or if the Global Certificate is held under the NSS, the Issuer shall procure that details of each such payment shall be entered *pro rata* in the records of the relevant clearing system and in the case of payments of principal, the nominal amount of the Notes recorded in the records of the relevant clearing system and represented by the Global Note or the Global Certificate will be reduced accordingly. Payments under an NGN will be made to its holder. Each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries in the records of the relevant clearing system shall not affect such discharge.

For the purpose of any payments made in respect of a Global Note, the relevant place of presentation shall be disregarded in the definition of "**business day**" set out in Condition 7 7(h) (*Payments and Talons - Non-Business Days*).

All payments in respect of Registered Notes represented by a Global Certificate will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the record date which shall be the Clearing System Business Day immediately prior to the date for payment, where "**Clearing System Business Day**" means Monday to Friday inclusive except 25 December and 1 January.

4.2 Prescription

Claims against the Issuer in respect of Notes that are represented by a permanent Global Note will become void unless it is presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 8 (*Taxation*)).

4.3 Meetings

Without prejudice to mandatory rules of Italian civil law, including, without limitation, Article 2415 et seq. of the Italian Civil Code, for the purposes of any quorum requirements of a meeting of Noteholders and, at any such meeting, the holder of a permanent Global Note shall be treated as having one vote in respect of each integral currency unit of the Specified Currency of the Notes. All holders of Registered Notes are entitled to one vote in respect of each integral currency unit of the Specified Currency of the Notes comprising such Noteholder's holding, whether or not represented by a Global Certificate.

4.4 Cancellation

Cancellation of any Note represented by a permanent Global Note that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the nominal amount of the relevant permanent Global Note.

4.5 Purchase

Notes represented by a permanent Global Note may be purchased by the Issuer (or any of its subsidiaries.

4.6 Issuer's Option

Any option of the Issuer provided for in the Conditions of any Notes while such Notes are represented by a permanent Global Note shall be exercised by the Issuer in accordance with applicable law giving notice to the Noteholders within the time limits set out in and containing the information required by the Conditions, except that the notice shall not be required to contain the serial numbers of Notes drawn in the case of a partial exercise of an option and accordingly no drawing of Notes shall be required. In the event that any option of the Issuer is exercised in respect of some but not all of the Notes of any Series, the rights of accountholders with a clearing system in respect of the Notes will be governed by the standard procedures of Euroclear (to be reflected in the records of Euroclear as either a pool factor or a reduction in nominal amount, at their discretion), or such other clearing system.

4.7 Noteholders' Options

Any option of the Noteholders provided for in the Conditions of any Notes while such Notes are represented by a permanent Global Note may be exercised by the holder of the permanent Global Note in accordance with applicable law giving notice to the Fiscal Agent within the time limits relating to the deposit of Notes with a Paying Agent set out in the Conditions substantially in the form of the notice available from any Paying Agent, except that the notice shall not be required to contain the serial numbers of the Notes in respect of which the option has been exercised, and stating the nominal amount of Notes in respect of which the option is exercised and at the same time, where the permanent Global Note is a CGN, presenting the permanent Global Note to the Fiscal Agent, or to a Paying Agent acting on behalf of the Fiscal Agent, for notation.

Where the Global Note is a NGN, the Issuer shall procure that details of such exercise shall be entered *pro rata* in the records of the relevant clearing system and the nominal amount of the Notes recorded in those records will be reduced accordingly.

4.8 NGN nominal amount

Where the Global Note is a NGN or where the Global Certificate is held under the NSS, the Issuer shall procure that any exchange, payment, cancellation, exercise of any option or any right under the Notes, as the case may be, in addition to the circumstances set out above shall be entered in the records of the relevant clearing systems and upon any such entry being made, in respect of payments of principal, the nominal amount of the Notes represented by such Global Note shall be adjusted accordingly.

4.9 Events of Default

Each Global Note provides that the holder may cause such Global Note, or a portion of it, to become due and repayable in the circumstances described in Condition 9 (*Events of Default*) by stating in the notice to the Fiscal Agent the nominal amount of such Global Note that is becoming due and repayable. If principal in respect of any Note is not paid when due (subject, for the avoidance of doubt, to any applicable grace periods expressed in the Conditions), the holder of a Global Note or Registered Notes represented by a Global Certificate may elect for direct enforcement rights against the Issuer under the terms of the Deed of Covenant dated 5 October 2023 (as amended and supplemented from time to time) to come into effect in relation to the whole or a part of

such Global Note or one or more Registered Notes in favour of the persons entitled to such part of such Global Note or such Registered Notes, as the case may be, as accountholders with a clearing system. Following any such acquisition of direct rights, the Global Note or, as the case may be, the Global Certificate and the corresponding entry in the register kept by the Registrar will become void as to the specified portion of Registered Notes, as the case may be. However, no such election may be made in respect of Notes represented by a Global Certificate unless the transfer of the whole or a part of the holding of Notes represented by that Global Certificate shall have been improperly withheld or refused.

The rights and remedies pursuant to the Deed of Covenant (including without limitation any direct rights), shall be without prejudice to any rights and remedies that any holder of a book-entry interest in the Global Notes may have under any applicable laws. Any rights and remedies pursuant to the Deed of Covenant shall be cumulative with any rights and remedies available under any applicable laws.

4.10 Notices

So long as the Notes are listed on the official list of the Luxembourg Stock Exchange and the rules of that exchange so require notices shall be published on the website of the Luxembourg Stock Exchange (*www.luxse.com*) or if such publication is not practicable, in a leading English language daily newspaper having general circulation in Europe. Any such notice shall be deemed to have been given on the date of first publication (or if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers). Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the Noteholders.

The Issuer shall ensure that notices are published in a manner which complies with the rules and regulations of any other stock exchange on which the Notes may be listed from time to time.

USE OF PROCEEDS

The net proceeds of the sale of the Notes will be used for general corporate purposes.

THE ISSUER

Eni, the former Ente Nazionale Idrocarburi, a public law agency, established by Law No. 136 of 10 February 1953, was transformed into a joint stock company by Law Decree No. 333 published in the Official Gazette of the Republic of Italy No. 162 of 11 July 1992 (converted into law on 8 August 1992, by Law No. 359, published in the Official Gazette of the Republic of Italy No. 190 of 13 August 1992). The Shareholders' Meeting of 7 August 1992 resolved that the company be called Eni SpA. Eni's tax identification number and registration number is 00484960588, R.E.A. Rome No. 756453. Eni is expected to remain in existence until 31 December 2100; its duration can however be extended by a resolution of its shareholders.

Eni's registered head office is located at Piazzale Enrico Mattei 1, Rome, Italy (telephone number: +39-0659821). Eni's branches are located at: (i) San Donato Milanese (Milan), Via Emilia, 1; and (ii) San Donato Milanese (Milan), Piazza Ezio Vanoni, 1. Its internet address is www.eni.com.

Eni is the parent company of the Eni Group. The Company engages in producing and selling energy products and services to worldwide markets, with operations in the traditional businesses of exploring for, developing, extracting and marketing crude oil and natural gas, manufacturing and marketing oil-based fuels and chemicals products and gas-fired power as well as energy products from renewable sources. The company is implementing a strategy designed to reduce in the long term its dependence on hydrocarbons and to increase the weight of decarbonized products in its portfolio with the aim of reaching the target of net-zero greenhouse gas emissions by 2050 to pursue the most ambitious target of the Paris Agreement to limit global average temperature increase to 1.5°C by the end of the century. Management believes this strategic shift away from traditional hydrocarbons will place the Company in a very competitive position in the market for the supply of de-carbonized products, combining value creation, business sustainability and economic and financial robustness, lessening the Company's dependence on the volatility of the results of the hydrocarbons businesses. Furthermore, Break-through technologies are key to Eni's long-term success, among them is the magnetic confinement fusion, a potentially inexhaustible, safe, and zero-emission source of energy, expected to change the future energy paradigm. To execute this strategy, the Company has established two business Groups.

The Natural Resources Business Group is committed to build up in a sustainable way, the value of Eni's Oil & Gas upstream portfolio, with the objective of reducing its carbon footprint by scaling up energy efficiency and expanding production in the natural gas business, and its position in the wholesale market. Furthermore, it is focused on the development of projects to capture and store CO_2 emissions and of carbon sink, mainly through initiatives of Natural Climate Solutions like the projects for forests conservation and rehabilitation, carried out mostly in developing Countries, that qualify as REDD+ projects.

The Energy Evolution Business Group is engaged in the evolution of the businesses of power generation, transformation and marketing of products from fossil to bio, blue and green. In particular, it is focused on growing power generation from renewable energy and biomethane, it coordinates the bio and circular evolution of the Company's refining system and chemical business, and it further develops Eni's retail portfolio, providing increasingly more decarbonized products for mobility, household consumption and small enterprises. The Business Group includes results of the Sustainable Mobility and Refining business, the chemical business managed by Versalis SpA and its subsidiaries, the Eni Plenitude SpA ("**Plenitude**") which combines renewables generation, gas and power retail and business customers, electric vehicle charging and energy services in a unique business model. In addition to these activities, this business Group include the results of power generation from thermoelectric plants and the activities of environmental reclamation and requalification implemented by the subsidiary company Eni Rewind. Eni has operations in 62 countries and more than 32,000 employees as at 31 December 2022.

Business overview— Principal activities

Exploration & Production

Eni's Exploration & Production segment engages in oil and natural gas exploration and field development and production, as well as in LNG operations, in 37 countries, most notably Italy, Libya, Egypt, Norway, the United Kingdom, Angola, Congo, Nigeria, Mexico, the United States, Kazakhstan, Algeria, Iraq, Indonesia, Ghana, Mozambique, Qatar, Ivory Coast and the United Arab Emirates. In 2022, Eni's average daily production amounted to 1,487 thousand barrels of oil equivalent per day ("KBOE/d") on an available for sale basis (1,505 KBOE/d in the first half of 2023). As at 31 December 2022, Eni's total proved reserves amounted to 6,614 mmBOE, which include subsidiary undertakings and proportionally consolidated entities and Eni's share of reserves of equity-accounted joint ventures and associates. Eni's Exploration & Production segment, also comprises the economics of the forestry projects (REDD+) and projects for CO_2 capture and storage and/or utilization.

In the first half of 2023, Eni's Exploration & Production segment reported sales from operations including inter-segment sales of euro 11,559 million (euro 31,200 million in the full year 2022) and an operating profit of euro 4,514 million (operating profit of euro 15,908 million in the full year 2022).

Global Gas & LNG Portfolio

Eni's Global Gas & LNG Portfolio engages in the wholesale activity of supplying and selling natural gas via pipeline and LNG, and the international transport activity. It also comprises gas trading activities targeting both hedging and stabilising the Group's commercial margins and optimising the gas asset portfolio. In the first half of 2023, Eni's natural gas sales amounted to 25.99 billion cubic metres ("**BCM**") (60.52 BCM in the full year 2022). The LNG business includes the purchase and marketing of LNG worldwide, with a large proportion of equity LNG supplies.

In the first half of 2023, Eni's Global Gas & LNG Portfolio segment reported sales from operations including inter-segment sales of euro 11,688 million (euro 48,586 million in the full year 2022) and an operating profit of euro 814 million (operating profit of euro 3,730 million in the full year 2022).

Sustainable Mobility, Refining and Chemicals

Eni's Sustainable Mobility, Refining and Chemicals segment (the former reporting segment Refining & Marketing and Chemicals) engages in the manufacturing, supply and distribution and marketing activities of oil products biofuels and chemical products, smart mobility solutions, biorefineries and in trading activities. The results of operations of the Sustainable Mobility, Refining and Chemicals business have been combined in a single reporting segment because the two businesses exhibit similar characteristics. Oil and products trading activities are designed to perform supply balancing transactions on the market and to stabilise or hedge commercial margins. The Sustainable Mobility, Refining and Chemicals business engages in crude oil supply and refining and marketing of petroleum products to the cargo market, to large business accounts (airlines companies, bunker, public administrations, operators of privately-held networks of service stations) and to retail customers through a network of proprietary or leased service stations in Italy and in the rest of Europe. Production of refined products derives from both oil-based refineries and from manufacturing processes based on renewable feedstock. In the Chemical business Eni, through its wholly-owned subsidiary Versalis, engages in the production and marketing of basic petrochemical products, plastics and elastomers. Versalis is developing the business of green chemicals. Activities are concentrated in Italy and in Europe.

In the first half of 2023, Eni refining throughputs on own account amounted to 13.40 mmtonnes (18.84 mmtonnes in the full year 2022), bio throughputs amounted to 276 ktonnes (543 ktonnes in the full year 2022) and sales of refined products were 12.54 mmtonnes (27.79 mmtonnes in the full year 2022). Retail sales of refined products at operated service stations amounted to 3.64 mmtonnes including Italy and the rest of Europe (7.50 mmtonnes in the full year 2022). Eni's retail market share for the first half of 2023 was 21.2 per cent.

(21.7 per cent. in the full year 2022). In the first half of 2023, production volumes of petrochemicals amounted to 2,834 ktonnes (6,775 ktonnes in the full year 2022).

In the first half of 2023, Eni's Sustainable Mobility, Refining and Chemical segment reported sales from operations including inter-segment sales of euro 24,620 million (euro 59,178 million in the full year 2022) and an operating loss of euro 575 million (an operating profit of euro 460 million in the full year 2022).

Plenitude & Power

Plenitude & Power engages in the activities of retail marketing of gas, power and related services, in the production and wholesale marketing of power produced by both thermoelectric plants and from renewable sources as well as in the e-mobility services. It also comprises trading activities of CO_2 emission allowances to help stabilize/hedge the Clean Spark Spread (CSS) of gas-fired power production and the power sales commercial margin. In 2022, Eni finalized the disposal to the investment company Sixth Street of the 49% share in EniPower which owns six gas power plants. Eni holds the remaining 51% share and maintains the operative control of EniPower and consolidates the company in its consolidated financial statements.

In the first half of 2023, retail and business gas sales in Italy and in the rest of Europe amounted to 3.79 BCM (6.84 BCM in the full year 2022) and retail power sales to end customers, managed by Plenitude and subsidiaries companies in France and Iberian Peninsula and Greece, amounted to 8.81 terawatt hours ("**TWh**") (18.77 TWh in the full year 2022). Energy production from renewable sources amounted to 1,970 gigawatt hours ("GWh") (2,553 GWh in the full year 2022). As of 30 June 2023, the renewable installed capacity was 2,465 megawatt ("**MW**") (2,198 MW in the full year 2022). In the first half of 2023, thermoelectric power generation was 10.34 TWh (21.37 TWh in the full year 2022) and power sales in the open market were 10.06 TWh (22.37 TWh in the full year 2022). EV charging points as of June 30, 2023 were 16.6 thousand, of which 98% in Italy (13.1 thousand points in 2022).

In the first half of 2023, Eni's Plenitude & Power segment reported sales from operations including inter-segment sales of euro 7,724 million (euro 20,883 million in the full year 2022) and an operating loss of euro 311 million (an operating loss of euro 825 million in the full year 2022).

Corporate and other activities

This segment includes the main business support functions, in particular holding, central treasury, IT, human resources, real estate services, captive insurance activities, research and development, new technologies, business digitalisation and the environmental activity developed by the subsidiary Eni Rewind S.p.A.

Results of operations for the first half of 2023

Due to the seasonality in demand for natural gas and certain refined products and the changes in a number of external factors affecting Eni's operations, such as prices and margins of hydrocarbons and refined products, Eni's results of operations and changes in average net borrowings for the first half of the year cannot usefully be extrapolated for the full year.

Net result

The results for the first half of 2023 were achieved in a context characterized by a weakening commodities price scenario: Brent decreased from 108 $/barrel in the first half of 2022 to 80 $/barrel in the first half of 2023 (down 26%); gas prices in Europe reported a larger decrease (down approximately 50% from the first half of 2022); in the chemical business, weak fundamentals were due to less dynamic European demand, competitive pressure from geographies with competitive cost structure as well as the impact of the Chinese post-COVID-19 re-opening. In the first half of 2023, Eni's refining business benefited from still generally favourable market conditions after the record year of 2022, thanks to the positive trend in fuel demand driven in particular by the

civil aviation and road transport segments, as well as bottlenecks in the system/delays in start-ups (SERM of 8.9 $/bbl on average in the first half of 2023, up 9% from the same period of 2022).

In the first half of 2023, net profit attributable to Eni's shareholders was euro 2,682 million compared to a net profit of euro 7,398 million in the same period of 2022, a decrease of euro 4,716 million mainly driven by lower operating performance due to a less supportive environment and higher tax rate impacted by the UK and Italian extraordinary contributions, following windfall taxes enacted by European Countries.

Operating result

In the first half of 2023, Eni reported an operating profit amounting to euro 4,275 million, a decrease of euro 7,047 million compared to an operating profit of euro 11,322 million for the corresponding period of 2022.

- **Exploration & Production**: operating profit of euro 4,514 million, a change of euro 4,609 million compared to an operating profit of euro 9,123 million in the first half of 2022 due to: (i) lower crude oil prices in USD (the marker Brent was down by 26%) and lower benchmark gas prices in all geographies, which negatively affected realized prices of equity production, particularly in Europe. Appreciation of the EUR/USD exchange rate (up by 1%) partly alleviated the impact of lower prices, which were also mitigated by positive volumes/mix effects and cost discipline actions; (ii) the missing contribution of the former Angolan subsidiaries that were contributed to the Azule joint-venture in the third quarter 2022, whose results are now recognized below the operating profit line.

- **Global Gas & LNG portfolio**: operating profit of euro 814 million, a change of euro 2,874 million from the operating loss of euro 2,060 million in the first half of 2022. This trend reflects specific benefits relating to contractual triggers, renegotiations and settlements related to previous periods that are a feature of the business as well as the fact that the 2022 result was impacted by significant losses on fair-valued commodity derivatives lacking the formal criteria to be accounted for as hedges.

- **Sustainable Mobility, Refining and Chemicals**: an operating loss of euro 575 million, a decrease of euro 2,854 million compared to the operating profit of euro 2,279 million reported in the first half of 2022 mainly reflecting the lower crack spread margins not captured by the SERM, planned turnaround activity as well as the circumstance that the 2022 result benefitted by significant inventory holding profits. The Chemical business was negative affected by exceptionally adverse market conditions.

- **Plenitude & Power:** an operating loss of euro 311 million, a decrease of euro 2,924 million compared to the operating profit of euro 2,613 million reported in the first half of 2022, mainly due to the fact that the 2022 result was impacted by gains on commodity derivatives measured at fair-value that did not meet the formal criteria for hedge accounting under IFRS 9.

Sales from operations

Eni's sales from operations in the first half of 2023 of euro 46,776 million reflected the effect of the downward trend in all energy commodities (the Brent price decreased from 108 $/bbl in the first half of 2022 to 80 $/bbl in the first half of 2023; natural gas spot prices in Italy and Europe reported a decrease of approximately 50%) as well as the exceptional demand dynamic reported in the first half of 2022. The Chemicals business segment was impacted by less dynamic European demand and strong pressure from geographies with competitive cost structure. The refining business was affected by lower crack spread of products and planned turnaround activity, partly offset by still generally favourable market conditions thanks to the positive trend in fuel demand partly offset.

Capital expenditure

In the first half of 2023, capital expenditure amounted to euro 4,676 million (including reverse factoring operations) and mainly related to: (i) oil and gas development activities (euro 3,511 million) mainly in Côte d'Ivoire, Italy, Congo, Egypt, the United Arab Emirates, the United States and Iraq; (ii) traditional refining activity both within Italy and outside Italy (euro 248 million) mainly relating to the activities to maintain plants' integrity and stay-in-business, as well as HSE initiatives; marketing activity (euro 37 million) for regulation compliance and stay-in business initiatives in the retail network in Italy and in the rest of Europe; and (iii) Plenitude (euro 259 million) mainly relating to development activities in the renewable business, acquisition of new customers as well as development of network infrastructure for electric vehicles.

Net borrowings

Net borrowings post lease liabilities ex IFRS 16 as of 30 June 2023 amounted to euro 12,941 million, including lease liabilities of euro 4,726 million, an increase of euro 964 million compared to euro 11,977 million as of 31 December 2022.

(euro million)	**30 June 2023**	**31 December 2022**	**Change**
Total debt	28,737	26,917	1,820
- *Short-term debt*	6,694	7,543	(849)
- *Long-term debt*	22,043	19,374	2,669
Cash and cash equivalents	(11,417)	(10,155)	(1,262)
Financial assets measured at fair value through profit or loss	(8,283)	(8,251)	(32)
Financing receivables held for non-operating purposes	(822)	(1,485)	663
Net borrowings before lease liabilities ex IFRS 16	**8,215**	**7,026**	**1,189**
Lease liabilities	4,726	4,951	(225)
- of which Eni working interest	*4,247*	*4,457*	*(210)*
- of which Joint operators' working interest	*479*	*494*	*(15)*
Net borrowings post lease liabilities ex IFRS 16	**12,941**	**11,977**	**964**
Shareholders' equity including non-controlling interest	**55,528**	**55,230**	**298**
Leverage before lease liabilities ex IFRS 16	**0.15**	**0.13**	**0.02**
Leverage post lease liabilities ex IFRS 16	**0.23**	**0.22**	**0.01**

Total financial debt amounted to euro 28,737 million, of which euro 6,694 million was short-term (including the current portion of long-term debt equal to euro 4,084 million) and euro 22,043 million was long-term.

As of 30 June 2023 - the Group's leverage post lease liabilities ex IFRS 16 (defined as the ratio of net borrowings post lease liabilities ex IFRS 16 to total shareholders' equity including non-controlling interest) was 0.23. The Group's leverage before lease liabilities ex IFRS 16 was 0.15.

In the first half of 2023, Eni paid the third and fourth instalments of the 2022 dividend for a total amount of euro 1.5 billion.

The first quarterly instalment of the 2023 dividend of euro 0.24 per share was paid in September 2023.

Following the authorization granted by the Shareholders Meeting on May 10, 2023, concerning euro 2.2 billion up to a maximum of euro 3.5 billion for the year, the 2023 buy-back program commenced at the end of May. The first tranche was concluded in August 2023, with 62 million shares of the Company purchased for a total cash outlay of euro 825 million.

In September 2023, Eni launched the second tranche of the share buyback program for the purchase of Eni's shares up to a total maximum amount of euro 1.375 billion and for a maximum number of 275 million shares (approximately 8% of share capital) by no later than April 2024.

Recent Developments

In September 2023, Eni launched the offering of a euro 1 billion sustainability-linked senior unsecured convertible bond with a 7-year maturity, the first in its sector with this format. The bonds are convertible into Eni shares listed on Euronext Milan (Borsa Italiana), will pay an annual coupon of 2.95 per cent. per annum and will be linked to the achievement of certain targets by 31 December 2025 relating to Net Carbon Footprint Upstream (Scope 1 and 2) and Renewable Installed Capacity.

In September 2023, Eni signed an agreement with Oando PLC, Nigeria's leading indigenous energy solutions provider, for the sale of Nigerian Agip Oil Company Ltd (NAOC Ltd), the wholly Eni-owned subsidiary focusing on onshore oil & gas exploration and production in Nigeria, as well as power generation.

In September 2023, Versalis signed an agreement with Technip Energies (T.EN), a leading Engineering & Technology company for the energy transition, aimed at integrating technologies of both operators, by developing a technological platform for the advanced chemical recycling of plastic waste.

In August 2023, the Group started production of oil and gas from the Baleine Field, located in the waters offshore Côte d'Ivoire, marking the first emissions-free - Scope 1 and 2 - production project in Africa..

Administrative, Management and Supervisory bodies

The Board of Directors: appointment, competence and delegation of powers

The corporate governance structure of Eni is based on the traditional Italian model that, respecting the duties of the Shareholders' Meeting, assigns the management of Eni to the Board of Directors, the heart of the organisational system, and supervisory functions to the Board of Statutory Auditors. Auditing is carried out by the Audit Firm appointed by the Shareholders' Meeting.

On 23 December 2020, Eni's Board of Directors resolved the adoption of the Corporate Governance Code 2020, the recommendations of which are applicable starting from 1 January 2021 (the "**Corporate Governance Code**").

In accordance with Eni's by-laws, the Board of Directors appointed a Chief Executive Officer while reserving decisions on certain issues to itself.

The chosen model makes a clear distinction between the functions of the Chairman and those of the Chief Executive Officer, both of whom are empowered to represent Eni, in accordance with Article 25 of Eni's by-laws. In addition, the Board of Directors has attributed to the Chairman a major role in internal controls, entrusting him to oversee the Internal Audit Unit, the Head of which reports directly to the Board of Directors and, on its behalf, to the Chairman, without prejudice to the provisions relating to its appointment, removal, remuneration and resources and his functional reporting to the Control and Risk Committee and the Chief Executive Officer in charge of establishing and maintaining the internal control and risk management system. The Chairman is also involved in the appointment of the officers responsible for internal control, risk management and compliance, as well as in the internal regulatory process for controls, approving among other things the rules governing internal audit activities. The Board of Directors also decided that the Chairman carries out his functions under the by-laws as legal representative managing institutional relationships in Italy, together with the Chief Executive Officer.

In accordance with Article 17, paragraph 6 of Eni's by-laws and consistently with internationally accepted principles of corporate governance, the Board of Directors established internal committees with consulting and advisory functions (see "*Board Committees*" below).

In accordance with Article 18, paragraph 2 of Eni's by-laws, on 11 May 2023, acting upon a proposal of the Chairman, the Board of Directors confirmed the Integrated Compliance Director as Secretary of the Board of

Directors and Board Counsel. The Secretary of the Board of Directors and Board Counsel reports hierarchically and functionally to the Board of Directors and, on its behalf, to the Chairman.

Moreover, in accordance with Article 24 of Eni's by-laws, acting upon a proposal of the Chief Executive Officer, in agreement with the Chairman, following consultation with the Nomination Committee and with the approval of the Board of Statutory Auditors, on 29 July 2020 (with effect from 1 August 2020) the Board of Directors appointed the Head of Accounting and Financial Statements as the Officer in charge of preparing Company's financial reports (Financial Reporting Officer).

On 21 January 2021, acting upon a proposal of the Chairman, in agreement with the Chief Executive Officer, following consultation with the Board of Statutory Auditors and having heard the opinion of the Nomination Committee and the Control and Risk Committee, the Board of Directors appointed the Head of Internal Audit function, who took office as from 1 April 2021.

On 11 May 2023 the Board of Directors acknowledged the confirmation of the Financial Reporting Officer and of the Head of Internal Audit function currently in office.

On 4 June 2020 Eni's Board of Directors approved a new organisational structure (in effect since 1 July 2020) which created two new business areas held by two Chief Operating Officers who received power of attorney directly by the Board:

- *Natural Resources*, to build up the value of Eni's oil & gas upstream portfolio, with the objective of reducing its carbon footprint by scaling up energy efficiency, expanding production in the natural gas business, and its position in the wholesale market, and developing carbon capture, forestry and other compensation projects. This business group incorporates the Company's oil & gas exploration, development and production activities, natural gas wholesale via pipeline and LNG, forestry conservation (REDD+) and carbon storage projects, and sustainability. The company Eni Rewind (environmental activities) is consolidated in this business group.
- *Energy Evolution*, dedicated to supporting the evolution of the company's power generation, product transformation and marketing from fossil to bio, blue and green. This business group incorporates the activities of power generation from natural gas and renewables, the refining and chemicals businesses, Retail Gas&Power and mobility Marketing. The companies Versalis (chemical products) and Eni Gas e Luce are consolidated in this business group.

Some of the Company's central corporate functions have been re-organised to support the Company's CEO and the business groups in meeting their objectives. Key changes include the following:

- establishment of the new function of Technology, R&D, and Digital;
- establishment of the new function of Human Capital & Procurement Coordination;
- integration of the activities of domestic and foreign affairs and security in the Public Affairs unit;
- integration of the legal activities with commercial negotiations in the Legal Affairs and Commercial Negotiations unit.

On July 2021 the Energy Solutions unit was transferred to Eni Gas e Luce.

On July 2021 Eni Gas e Luce became a benefit company and on March 2022 changed its name in Eni Plenitude.

Since November 2021, in order to reinforce the strategy of plants' reconversion, the company Eni Rewind has been consolidated in the Energy Evolution business area.

On July 2022 within the Energy Evolution business area two new business units were created:

- "Refining Evolution and Transformation" for the changeover of the refining sector in line with the energy transition process;
- "Sustainable Mobility" to provide progressively decarbonized products and services.

On January 2023 the business unit Sustainable Mobility is reallocated to a new company named Eni Sustainable Mobility consolidated in Energy Evolution business area.

The Management Committee is chaired by the Chief Executive Officer and is comprised of: the Chief Operating Officer Natural Resources, the Chief Operating Officer Energy Evolution, the Chief Financial Officer, the Legal Affairs and Commercial Negotiations Director, the Corporate Affairs & Governance Director, the Integrated Compliance Director, the External Communication Director, the Human Capital & Procurement Coordination Director, the Internal Audit Director, the Public Affairs Director, the Integrated Risk Management Director, the Technology, R&D & Digital Director, the Deputies of the Chief Operating Officers, the Exploration Director, the Upstream Director, the Refining Evolution and Transformation Director, the CCUS, Forestry & Agro-Feedstock Director, the Power Generation & Marketing Director, the Chairman of the Board of Versalis, the Chief Executive Officer of Versalis, the Chief Executive Officer of Plenitude, the Chief Executive Officer of Eni Rewind, the Chairman of the Board and Chief Executive Officer of Eni Sustainable Mobility, the Head of Accounting and Financial Statements, the Head of Planning, Control and Insurance. The Committee provides advice and support to the Chief Executive Officer. Other managers may be invited to attend meetings based on the agenda. The Chairman of the Board is invited to attend meetings. The duties of Committee Secretary are performed by the Corporate Affairs & Governance Director.

Other managerial committees in addition to the Management Committee have been set up. Those with responsibilities involving corporate governance include the Regulatory System Committee and the Risk Committee.

The Regulatory System Committee is made up of the heads of the following functions: corporate affairs and governance, accounting and financial statements, integrated compliance, integrated risk management, human resources and organisation and internal audit - the latter as observer and for making specific contributions on the internal control and risk management system (the "**SCIGR**"). The Committee provides support to the Chief Executive Officer on the overall governance of the development and application of the Regulatory System.

The Risk Committee is chaired by the Chief Executive Officer and has the same membership of the Management Committee. The Committee provides advice to the Chief Executive Officer on the major risks and, specifically, reviews and offers its opinion, at the Chief Executive Officer's request, on the primary results of the Integrated Risk Management process. The Chairman of the Board is invited to attend meetings. The duties of Committee Secretary are performed by the Integrated Risk Management Director.

Appointment of the Board of Directors

In order to ensure that the Board of Directors includes representatives of the minority shareholders, directors are elected by a list voting system.

In accordance with Article 17 of Eni's by-laws, the Board of Directors is made up of three to nine members. The Shareholders' Meeting determines the number within these limits. Moreover, in order to comply with provisions of Law No. 160 of 27 December 2019 concerning the gender balance on the governing and control bodies of listed companies, the Board of Directors of 27 February 2020 amended Articles 17, 28 and 34 of Eni's by-laws. The provisions directed to ensure gender balance were applied for the first time in the elections of the Board of Directors and the Board of Statutory Auditors at the Shareholders' Meeting held on 13 May 2020, when four directors out of nine, including the Chairman, were of the less represented gender (female), reaching the ratio of at least two fifths of the directors as provided by the law, instead of the ratio of one third as provided by the previous law. The same ratio of at least two fifths of the Directors belonging to the less represented

gender was reached in the last election of the Board of Directors at the Shareholders' Meeting held on 10 May 2023, when four directors out of nine were of the less represented gender (female). The same ratio shall also apply to the subsequent four terms of the Board of Directors.

According to Article 17, paragraph 3 of Eni's by-laws and the provisions of Law No. 474 of 30 July 1994 as amended by Legislative Decree No. 27 of 27 January 2010, shareholders who, severally or jointly, represent at least 1 per cent. of voting share capital (CONSOB reduced this percentage to 0.5 per cent. with regard to Eni) have the right to submit lists of candidates for the appointment of directors. The Board of Directors also has the right to submit lists for the appointment of directors. Each shareholder may only submit (or contribute to) and vote for a single list. Controlling persons, subsidiaries and companies under common control may not submit or participate in the submission of other lists, nor can they vote on them, either directly or through nominees or trustees.

Each candidate may stand on one list only, on penalty of disqualification.

Once the voting formalities are satisfied, seven tenths of the directors to be elected (rounded off in the event of a decimal number to the next lowest whole number) are drawn, in the order that they appear on the list, from the list that receives the most votes of the shareholders. The remaining directors are drawn from the other lists, which shall not be connected in any way, directly or indirectly, to the shareholders who have submitted or voted the list that received the largest number of votes.

The list voting system shall only apply to the election of the entire Board of Directors.

If during the year, the office of one or more directors should be vacated, he/she shall be replaced in accordance with Article 2386 of the Italian Civil Code. In any case, compliance with the required minimum number of independent directors and the applicable rules concerning gender balance shall not be affected. If a majority of the directors should vacate their offices, the entire Board of Directors shall be considered to have resigned, and the Board of Directors shall promptly call a Shareholders' Meeting to elect a new Board of Directors.

Directors must satisfy the integrity requirements established by applicable laws and they must declare that there are not grounds making them ineligible or incompatible for such position. In addition, (i) if there are no more than five directors, at least one director or (ii) if there are more than five directors, at least three directors must satisfy the requirements of independence set for statutory auditors of listed companies, as per Article 148, paragraph 3 of Legislative Decree No. 58 of 24 February 1998 ("**Consolidated Law on Finance**"). Eni's by-laws provide for an additional mechanism to the ordinary election system for ensuring that the requirement of a minimum number of independent directors is satisfied.

The Corporate Governance Code establishes further independence requirements and recommends that, in large companies, such as Eni, independent directors be at least half of the Board of Directors.

The directors shall notify Eni if they should no longer satisfy the above-mentioned requirements or if issues of ineligibility or incompatibility should arise.

In accordance with Article 17, paragraph 3 of Eni's by-laws and the Corporate Governance Code, after the appointment and periodically (or upon the occurrence of circumstances that could affect the independence of a Director), following an examination by the Nomination Committee, the Board of Directors shall evaluate the independence and integrity of its members and whether issues of ineligibility or incompatibility have arisen, giving disclosure of its evaluations to the market. If the independence or integrity requirements established by applicable legislation should no longer be met by a director or if issues of ineligibility or incompatibility should have arisen, the Board of Directors shall declare the director disqualified and replace him/her or invite him/her to rectify the situation of incompatibility by a deadline set by the Board of Directors itself, on penalty of disqualification.

The Board of Statutory Auditors shall ascertain, within the framework of the duties attributed to it by law, the correct application of the criteria and procedures adopted by the Board of Directors for evaluating the independence of its members.

Under Eni's by-laws, directors are not subject to any age limits or requirement of share ownership.

The Shareholders' Meeting held on 10 May 2023 set the number of directors at nine and appointed the Board of Directors and its Chairman for a three year term, until date of the Shareholders' Meeting called to approve Eni's financial statements for financial year ending 31 December 2025.

At the same Shareholders' Meeting held on 10 May 2023, Giuseppe Zafarana, Claudio Descalzi, Elisa Baroncini, Roberto Ciciani, Federica Seganti and Cristina Sgubin were appointed from the list of candidates submitted by the Ministry of Economy and Finance; Massimo Belcredi, Carolyn Adele Dittmeier and Raphael Louis L. Vermeir were appointed from the list submitted by institutional investors.

On 11 May 2023, the Board of Directors confirmed Claudio Descalzi as Chief Executive Officer and General Manager.

Furthermore, the Board of Directors ascertained, on 11 May 2023, on the basis of the statements provided by the relevant parties and the information available to Eni, that all its members satisfy the integrity requirements, that there were no reasons for incompatibility and ineligibility affecting any of the directors and that the Chairman Giuseppe Zafarana as well as the Directors Elisa Baroncini, Massimo Belcredi, Carolyn Adele Dittmeier, Federica Seganti, Cristina Sgubin and Raphael Louis L. Vermeir met the independence requirements set by law, as specified in Eni's by-laws, and by the Corporate Governance Code. The Board of Directors also confirmed Raphael Louis L. Vermeir as Lead Independent Director.

The Board of Statutory Auditors verified the proper application of the criteria and procedures adopted by the Board in assessing the independence of its members.

The table below sets out the names of the nine members of the Board of Directors, their positions and the year when each was initially appointed as a director.

Name	**Position**	**Year first appointed to Board of Directors**
Giuseppe Zafarana	Non-executive Independent Chairman	2023
Claudio Descalzi	Chief Executive Officer	2014
Elisa Baroncini	Non-executive Independent Director	2023
Massimo Belcredi	Non-executive Independent Director	2023
Roberto Ciciani	Non-executive Director	2023
Carolyn Adele Dittmeier	Non-executive Independent Director	2023
Federica Seganti	Non-executive Independent Director	2023
Cristina Sgubin	Non-executive Independent Director	2023
Raphael Louis L. Vermeir***	Non-executive Independent Director	2020

Note:

*** On 29 April 2021, Raphael Louis L. Vermeir was appointed by the previous Board of Directors also as Lead Independent Director, appointment confirmed by the new Board of Directors on 11 May 2023.

The business address of the members of the Board of Directors is Piazzale Enrico Mattei 1, Rome, Italy.

The biographies of Eni's directors are set out below.

Giuseppe Zafarana was born in Piacenza in 1963, he has been Chairman of Eni since May 2023. He graduated in Law, Political Sciences and Economic and Financial Security Sciences and obtained a 2nd level Master's Degree in Corporate Tax Law from the Luigi Bocconi University in Milan. His military career began in 1981, when he attended the 81st "Osum II" course at the Corps Academy. He went into service in 1985 and held several operational assignments in Lombardy, Veneto, Lazio, Calabria and Sicily, commanding various divisions, taking on assignments in the leading investigative departments of the Corps and carrying out relevant Military staff functions. From 1995 to 1997, he attended the biennial Advanced Tax Police Course and a highly qualified stage in the United States of America, on the subject of contrasting organised crime. He was Provincial Commander of Rome (from 2003 to 2008) and Regional Commander of Lombardy (from 2015 to 2016). Moreover, he performed several assignments in the training sector, in particular as commander of the Academy of the Guardia di Finanza, and later served as Chief of Staff of the General Command of the Guardia di Finanza (from 2016 to 2018), and interregional commander for Central Italy (from 2018 to 2019). From May 2019 to May 2023 he held the office of Commander General of the Guardia di Finanza. He taught at the Academy of the Guardia di Finanza, the School of the Tributary Police of the Guardia di Finanza, and the School of the economic-financial Police of the Guardia di Finanza. He has been awarded various decorations and honours, including the Knight Grand Cross of the Order of Merit of the Italian Republic.

Claudio Descalzi was born in Milan, he has been Eni's CEO since May 2014. He is a member of the General Council and of the Advisory Board of Confindustria and Director of Fondazione Teatro alla Scala. He is a member of the National Petroleum Council. He is one of the founding CEOs of the Oil and Gas Climate Initiative, and was awarded the Atlantic Council's Distinguished Business Leadership Award in 2022. He joined Eni in 1981 as Oil & Gas field petroleum engineer and then became project manager for the development of North Sea, Libya, Nigeria and Congo. In 1990 he was appointed Head of Reservoir and operating activities for Italy. In 1994, he was appointed Managing Director of Eni's subsidiary in Congo and in 1998 he became Vice President & Managing Director of Naoc, a subsidiary of Eni in Nigeria. From 2000 to 2001 he held the position of Executive Vice President for Africa, Middle East and China. From 2002 to 2005 he was Executive Vice President for Italy, Africa, Middle East, covering also the role of member of the board of several Eni subsidiaries in the area. In 2005, he was appointed Deputy Chief Operating Officer of the Exploration & Production Division in Eni. From 2006 to 2014 he was President of Assomineraria and from 2008 to 2014 he was Chief Operating Officer in the Exploration & Production Division of Eni. From 2010 to 2014 he held the position of Chairman of Eni UK. In 2012, Claudio Descalzi was the first European in the field of Oil&Gas to receive the prestigious "Charles F. Rand Memorial Gold Medal 2012" award from the Society of Petroleum Engineers and the American Institute of Mining Engineers. He is a Visiting Fellow at The University of Oxford. In 2014 he founded the Oil and Gas Climate Initiative together with other CEOs of major Oil & Gas companies to lead the industry's response to climate change. In December 2015 he was made a member of the "Global Board of Advisors of the Council on Foreign Relations". In December 2016 he was awarded an Honorary Degree in Environmental and Territorial Engineering by the Faculty of Engineering of the University of Rome, Tor Vergata. In May 2022 he was awarded by the Atlantic Council with the Distinguished Business Leadership Award for the extraordinary role he has played in the energy sector at an international level, for the technological transformation of the company aimed at complete decarbonisation by 2050 and for his contribution to the new challenge of Italian and European energy security. He graduated in physics in 1979 from the University of Milan.

Elisa Baroncini was born in Castel San Pietro Terme (BO) in 1966, she has been Eni Director since May 2023. She is a Professor of International Law at the Alma Mater Studiorum – University of Bologna, where she teaches International Law, International Trade and Investment Law, and International Law on Sustainable Development.

Founder and Coordinator of DIEcon, the interest group on International Economic Law of the Italian Society of International Law (SIDI), she co-chaired the interest group on International Economic Law of the European Society of International Law (ESIL) in 2012-2022. She is a member of the Scientific Council of the Alma Mater Institute for Advanced Studies and was appointed "TSD Expert" (international arbitrator) by the European Commission for dispute resolution mechanisms of the European Union new generation free trade agreements. She is also a member of the "Interuniversity Centre on the Law of International Economic Organisations" (CIDOIE), and a member of the University of Bologna committee promoting celebration of the 50th anniversary of the 1972 UNESCO Convention. She participates in various associations and organisations active in the fields of governance and international and European law (Leuven Centre for Global Governance Studies, Society of International Economic Law, Ila Italy, the Italian Association of European Union Law Scholars). She is the author of several publications among Italian and foreign publishers and magazines, particularly in the field of international economic law and the external relations and trade policy of the European Union. She has been a Visiting Professor at various foreign universities and Visiting Researcher at the European University Institute (EUI), and member and manager of national and international research projects. She is currently Coordinator of the Re-Globe Jean Monnet Module, Seed Funding Una Europa WHC@50 project, and Seed Funding Una Europa ImprovEUorGlobe project. Elisa Baroncini's fields of research include: the crisis of the WTO appellate body and the multilateral litigation reform process; the relationship between trade liberalisation and non-trade values; the new generation of free trade agreements of the European Union; transparency in international economic law; the role of the European Parliament and Commission in finalizing international agreements; UNESCO and international economic law; exceptions related to national security in international economic law; EU trade policy and Sustainable Development Goals (SDGs) of the UN Agenda 2030. She graduated with honour in law from the University of Bologna, where she also obtained a PhD in European Community law.

Massimo Belcredi was born in Brindisi in 1962, he has been Eni Director since May 2023. He is currently a Full Professor of Corporate Finance at the Faculty of Economics of the Università Cattolica del Sacro Cuore in Milan, and founder and Director of FIN-GOV (Centre for financial research on corporate governance of the Catholic University). He is a member of the Steering Committee of Cor-Gov (Master II level in Corporate Governance), of the teaching board of the Doctorate in Economics and Finance, and the committee of the Department of Economics and Business Management. He is a member of the Italian Academy of Business Economics (AIDEA) and the Association of Professors of Economics of Financial Market Intermediaries (ADEIMF). He is also a member of the Rivista Bancaria (Minerva Bancaria) Scientific Committee. Since 2021 he has been Director of Armònia SGR and a member of the Nedcommunity Scientific Committee. He provides technical consultancy and advice on the subjects of corporate finance and corporate governance, support for the board evaluation, remuneration policies, and procedures for transactions with related parties. He has been a member of the Board of Directors, European Financial Management Association and of the Editorial Board, Journal of Management Governance. He is the author of various national and international publications, primarily in the field of corporate governance, directors' remuneration, economic analysis of the law of listed companies, business crises, and has worked as a consultant to Assonime on matters of corporate governance, company law and crisis and regulation of financial markets, also participating in the working group for the development of the Code of Conduct. Since 2003, he was Director in listed and unlisted, supervised and non-supervised companies (Arca SGR, Banca Italease, BPER Banca, Erg e Gedi, Pirelli Tyre), whilst also working as a member or chairman of advisory committees (Nomination, Remuneration, Control and Risk, Related Parties). He was a member of the Advisory Board for the transformation and privatisation of municipal companies in the Municipality of Rome, and a member of the competition commissions for Consob and the Energy and Gas Authority (AEEG). In 2014 he received the "Ambrogio Lorenzetti" award for corporate governance, category ‘Board of Director’s’. He was Professor at the University of Svizzera Italiana and the University of Bologna. He graduated in Business and Economics from the Università Cattolica del Sacro Cuire in Milan, where he also held the role of researcher and associate professor of Corporate Finance.

Roberto Ciciani was born in Rome in 1972, he has been Eni Director since May 2023. He is a lawyer, currently General Manager and Director of Directorate VI of the Treasury Department at the Ministry of Economy and Finance. He is a Director and member of the Remuneration Committee of TELT – Lyon-Turin Euroalpine Tunnel. He began his career at the Compagno associates law firm, and went on to participate in the final stage of the 2nd management training course-competition and took on the role of lawyer at the Tiber River Basin Authority, a public body responsible for the protection of land (from 2001 to 2002). Since 2002 he has held managerial positions in Directorates III, IV and V of the Treasury Department - Ministry of Economy and Finance. He was a member of the Higher Council of the Sicily Foundation (from 2016 to 2019), a Director of Poste Tutela SpA, a company of Poste Italiane Group (from 2013 to 2016), and of MEFOP SpA, a majority state-owned company for the development of pension funds (from 2013 to 2019). He has extensive, meaningful experience in the economic-financial sector, both at international and European level, in administrative, accounting and management procedures; he has considerable knowledge of risk monitoring and management, and has developed skills in the analysis of problems relating to international and domestic law and economics, banking, finance, business, the prevention of tax and financial crimes and market abuse, primarily gained through pre-legislative work at national, European and international level (definition of standards and international recommendations). He was Professor at the Sapienza, Tor Vergata and LUISS Guido Carli universities in Rome. He graduated in law from the Sapienza University of Rome, where he also gained a PhD in administrative law.

Carolyn Adele Dittmeier was born in Salem (USA) in 1956, she has been Eni Director since May 2023. She is currently Independent Director, Chairman of the Audit Committee and member of the Corporate Governance, Sustainability and Nomination Committee of Alpha Services & Holdings SA and of its unlisted subsidiary Alpha Bank SA. She is also a member of the Board of Statutory Auditors of Moncler SpA and the Bologna University Business School Foundation, and independent Director and Chairman of the Internal Control and Risk Committee at Illycaffè SpA. She acts as senior advisor for Ferrero International SA, where she holds the position of member of the Audit Committee. She is a member of the Audit Committee Leadership Network (ACLN), in which she actively participates in benchmark meetings between the Audit Committee Chairs of major European and North American companies and EcoDa. She is a statutory auditor, certified public accountant, certified internal auditor and certified risk management assurance professional. She is Leader of the working group dedicated to the risk and control matters within the Nedcommunity. She began her career at KPMG in 1978, as an auditor at Philadelphia, Pennsylvania, USA, later launching a corporate governance services practice in Italy. She held the position of Financial Manager and, subsequently, Internal Audit Manager for the Montedison/Compart Group. From 2002 to 2014 she served as Internal Audit Manager of the Poste Italiane Group, and of the Supervisory Body, as sole auditor. From 2012 to 2015 she was a member of the Audit Committee of the FAO (United Nations Food and Agriculture Organisation), where she became President in 2014. She was also an independent director and chairman of the Control and Risk Committee at Autogrill SpA and Italmobiliare SpA. From April 2014 to April 2023 she was Chairman of the Board of Statutory Auditors of Assicurazioni Generali SpA. From 2004 to 2014, she held various positions at the Institute of Internal Auditors (IIA), including those of president of ECIIA and AIIA. She is author of publications on risk governance and Internal Auditing and, in 2014 and 2017 respectively, she received the Ambrogio Lorenzetti Award, Board Members category, and the Minerva (Federmanager) Women of Excellence award. She has been Visiting Professor at the LUISS Guido Carli University, with teaching assignments in the fields of corporate governance, risk management, internal control and internal auditing. She graduated in Economics from the Wharton School, University of Pennsylvania, USA.

Federica Seganti was born in Trieste in 1966, she has been Eni Director since May 2023. She is currently Chairman and Chief Executive Officer of the Friuli Venezia Giulia regional finance company Friulia SpA and Chairman of BTX Italian Retail and Brands Srl, as well as Director of Finest SpA and BancoPosta Fondi SpA SGR (where she is Chairman of the Remuneration Committee and member of the Risk Committee). She is

Professor of Finance, Core Faculty at the MIB Trieste School of Management, and of Insurance Operations Technique at the Department of Economics and Statistics at the University of Udine. She is Director of the Master's course in Insurance & Risk Management and the Corporate Master's course in Risk Management and Finance at the MIB Trieste School of Management. From 1994 to 2022 she was Director in several listed and unlisted companies (Fincantieri SpA, Eurizon Capital SGR, Autostrada Pedemontana Lombarda SpA, InRete SpA, Autovie Servizi SpA, Autovie Venete SpA), while also working as a member or chairman of advisory committees (Nomination, Remuneration, Control and Risks). From 2003 to 2008 she was Commissioner at Covip - Supervisory Commission on Pension Funds, from 2010 to 2016 a Member of the Occupational Pensions Stakeholder Group of EIOPA - European Insurance and Occupational Pensions Authority, and from 2017 to 2019 of the Strategy Advisory Board of EY Financial Services. From 2017 to April 2023 she was an independent Director of Hera SpA, where she was also Chairman of the Ethics and Sustainability Committee. She was a contract professor of Transport Economics at the University of Trieste. She is the author of many publications and has been awarded three prizes. She has a degree in Political Science from the University of Trieste, and a PhD in Finance from the School of Finance (University of Trieste, Udine, Florence and Bocconi Milan), as well as an MBA in International Business from the MIB Trieste School of Management.

Cristina Sgubin was born in 1980, she has been a Eni Director since May 2023. Lawyer, expert in corporate law, corporate governance and regulation. She is currently Director of SACE, ISPRA (Higher Institute for Environmental Protection and Research) and Vianini SpA. She is also Secretary General of Telespazio SpA, a leading international company operating in the satellite sector. She lectures on both degree and master's courses in public economic law and administrative law. She gained extensive experience practising as a lawyer for leading national and international law firms, then started a managerial career. As a member of the legal profession, she has done consultancy work for the IPI (Institute of Industrial Promotion), in house company of the Ministry of the Economic Development ("MISE", now Ministry of Enterprises and Made in Italy)for Promuovitalia S.p.A. and for the same Ministry. She was General Counsel of Italo-Nuovo Trasporto Viaggiatori SpA. While working at Leonardo she subsequently became Head of Regulatory Affairs, and later Chief of Staff to the Chief Executive Officer. Since 2021 she has been Secretary General of Telespazio, responsible for legal and corporate affairs, compliance, security and anti-corruption. She has written monographs, particularly on complex industrial crises, collective works and scientific articles. She obtained a law degree from the University of Rome Tor Vergata and a level II University Master's degree in "Law and management of public services" from the LUMSA University in Rome.

Raphael Louis L. Vermeir was born in Merchtem (Belgium) in 1955 and has been a Director of Eni since May 2020. Since April 2021 he has been Lead Independent Director, appointment confirmed on May 2023. He is currently an independent advisor for the mining and oil industry. He serves as Trustee the Classical Opera Company in London, as well as Chairman of Malteser International and board member of Sedibelo Platinum Mines. He is Fellow of the Energy Institute and the Royal Institute of Naval Architects.
He joined ConocoPhillips in 1979, initially working in marine transportation and production engineering services in Houston, Texas. He then handled upstream acquisitions in Europe and Africa and managed Conoco's exploration activities in continental Europe from the Paris headquarters. In 1991 Vermeir moved to London to lead the business development activities for refining and marketing in Europe. In 1996 he became managing director of Turcas in Istanbul (Turkey). He returned to London in 1999 to lead strategic initiatives in Russia and to complete major acquisition deals in the North Sea. He also headed an integration team during the Conoco-Phillips merger. In 2007 he became head of external affairs Europe and in 2011 was appointed as president of operations in Nigeria. Subsequently and until 2015, Vermeir was Vice President of Government Affairs International for ConocoPhillips. Raphael Vermeir was a member of the Board of Directors of Oil Spill Response Ltd and until 2011 was Chairman of the International Association of Oil and Gas Producers for four years in a row. Since 2016 and until April 2021 was Senior Advisor for Energy Intelligence and Strategia Worldwide. From 2016 and until 2021 he was Chairman of IP week. Since 2016 until 2022 he was Senior

Advisor for AngloAmerican. From April 2021 until May 2023 Raphael Vermeir was Lead Independent Director of Eni. He served as Trustee of St Andrews Prize for the Environment. A Belgian national, he graduated in Electrical and Mechanical Engineering from the Ecole Polytechnique in Brussels. He holds Masters of Science degrees in engineering and management from the Massachusetts Institute of Technology.

Policy of the Board of Directors on the maximum number of offices held by its members in other companies.

In compliance with the Corporate Governance Code, with its resolution of 11 May 2023 – confirming the policy established by the previous Board – the Board of Directors specified the general criteria for determining the maximum number of management and control offices that can be held by its members in other companies that are compatible with effective performance of their role as director of Eni.

Therefore, the Board of Directors resolved that:

(a) an executive director should not hold the office of: (i) executive director in any other listed company or in any financial, banking or insurance company or in a company with shareholders' equity exceeding euro 10 billion; and (ii) non-executive director or statutory auditor (or member of another controlling body) in more than one of the aforesaid companies; (iii) non-executive director in another issuer of which a director of Eni is an executive director.

(b) a non-executive director, in addition to the office held in Eni, should not hold the office of: (i) executive director in more than one of the aforesaid companies and non-executive director or statutory auditor (or member of another controlling body) in more than three of the aforesaid companies; (ii) non-executive director or statutory auditor (or member of another control body) in more than five of such companies; (iii) executive director of another issuer of which an executive director of Eni is a non-executive director.

The limit on multiple offices excludes offices held in Eni Group companies, including non-executive offices held upon Eni's appointment in affiliated or jointly controlled companies.

If these limits are exceeded, the director will promptly inform the Board of Directors, which will assess the situation in light of the interest of Eni and will call upon the director to take action in accordance with its decision. In any case, before taking up the office of director or statutory auditor (or member of another control body) in another company that is not a direct or indirect subsidiary or associated company of Eni, the executive director shall inform the Board of Directors, which will prohibit him from taking up the office where it believes such appointment is not compatible with the functions attributed to the executive director and with the interests of Eni. The rules applicable to the executive Director also apply to the Chief Operating Officers, with the exception of the prohibitions on cross directorships.

On the basis of the information provided, subsequent to the appointment of the Board of Directors and periodically, after examination by the Nomination Committee, the Board of Directors verifies that the directors comply with the limits on multiple offices. It most recently verified the compliance of Directors, subsequent to the appointment, at its meeting of 11 May 2023.

Competencies and delegation of powers

The Board of Directors is vested with the fullest powers for the ordinary and extraordinary management of the company and, in particular, it has the power to perform all acts it deems advisable for the implementation and achievement of the corporate purpose, with the sole exception of acts that the law or Eni's by-laws reserve for the Shareholders' Meeting.

Pursuant to Article 23, paragraph 2 of Eni's by-laws, the Board of Directors resolves on: the merger and proportional demerger of companies in which Eni owns shares or other equity holdings representing at least 90

per cent. of the share capital; the establishment and closing of branches; amendments to Eni's by-laws to comply with the provisions of law.

According to Article 24 of Eni's by-laws, the Board of Directors delegates its powers to one of its members, within the limits set forth in Article 2381 of the Italian Civil Code. The Board of Directors may at any time revoke delegated powers, proceeding to appoint a new Chief Executive Officer at the same time. In addition, the Board of Directors, acting upon a proposal of the Chairman and in agreement with the Chief Executive Officer, may confer powers for individual acts or categories of acts on other members of the Board of Directors.

Pursuant to Article 25 of Eni's by-laws, the Chairman and the Chief Executive Officer are severally vested with the powers of legal representation of Eni before any judicial or administrative authority and with respect to third parties and exercise signature powers on behalf of Eni.

According to Article 29, paragraph 3 of Eni's by-laws, the Board of Directors may resolve on distribution to shareholders of interim dividends during the financial year.

Powers of the Chairman

Besides the other powers granted by law, Eni's by-laws and the corporate governance system, within the context of the Board of Directors, the Chairman plays an important role in internal controls. He is entrusted to oversee the Internal Audit Unit, the Head of which reports directly to the Board of Directors and, on its behalf, to the Chairman, without prejudice to the provisions relating to its appointment, removal, remuneration and resources and his functional reporting to the Control and Risk Committee and the Chief Executive Officer in charge of establishing and maintaining the internal control and risk management system. The Chairman is also involved in the appointment of the officers responsible for internal control, risk management and compliance, the Supervisory Body, the Financial Reporting Officer, as well as in the internal regulatory process for controls, approving among other things the rules governing internal audit activities. The Chairman also proposes to the Board of Directors, in agreement with the Chief Executive Officer, the budget of the Internal Audit Unit, receives regular information on the activities of the Internal Audit Unit and may request specific audits. Furthermore, the Chairman receives from the Supervisory Body, along with the CEO, prior disclosure of communications addressed to the Board of Directors if particularly material or significant facts are uncovered; the Chairman also receives information in the event of potential non-compliance with Model 231 by Directors and/or members of the Board of Statutory Auditors and/or members of the Supervisory Body itself, for subsequent information to the Board.

In addition, the Chairman carries out his statutory functions as legal representative managing institutional relationships in Italy, together with the Chief Executive Officer.

In accordance with Article 27 of Eni's by-laws, the Chairman chairs Shareholders' Meetings, convenes and chairs meetings of the Board of Directors and oversees the implementation of its resolutions.

Powers of the Chief Executive Officer

On 11 May 2023, Eni's Board of Directors delegated to Claudio Descalzi, as Chief Executive Officer, all necessary and widest powers for the ordinary and extraordinary management of Eni, with the exception of those powers that cannot be delegated according to the current law and those retained by the Board of Directors on decisions regarding major strategic, operational and organisational issues.

Board Committees

On 11 May 2023, the Board of Directors set up four internal committees to provide it with preparatory, consultative and advisory functions. Their appointment, as well as the operational procedures, duties, powers and resources, set out in the Committee Rules, lastly approved on 11th May 2023, are defined by the Board of Directors in compliance with the Recommendations and criteria established by the Corporate Governance Code.

They are: (a) the Control and Risk Committee, (b) the Remuneration Committee, (c) the Nomination Committee and (d) the Sustainability and Scenarios Committee. Committees under letters (a), (b) and (c) are recommended by the Corporate Governance Code. The Control and Risk Committee, the Remuneration Committee and the Nomination Committee are entirely composed of non-executive and independent directors. The members of the Sustainability and Scenarios Committee are all non-executive directors, the majority of whom are independent.

Pursuant to the Rules of the Committees, the Chairmen of the Committees shall inform the Board of Directors on the main issues examined by the Committees there of during the first available meeting of the Board. In carrying out their duties, the Committees may access the information and Company functions necessary to perform their duties and can avail themselves of external consultants, in the terms provided in each Committee Rules. On an annual basis, the Committees draft an expenditure budget that they submit to the Board of Directors. The Company shall provide the Committees with the financial resources necessary to perform their duties, within the budget approved by the Board. If additional resources beyond those budgeted are required to perform their duties, the Committees shall notify this to the Board of Directors, for its evaluations and decisions.

The Chairman of the Board of Statutory Auditors, or a standing Statutory Auditor designated by her, attends Control and Risk Committee meetings; furthermore, the other standing Statutory Auditors and the Magistrate of the Court of Auditors may also attend the meetings. The members of the Board of Statutory Auditors and the Magistrate of the Court of Auditors may attend the meetings of the Remuneration, Nomination and Sustainability and Scenarios Committees.

Upon invitation of the Chairmen of the Committees, the Chairman of the Board and/or the Chief Executive Officer may attend specific meetings, as well as other Directors, after having heard the Chairman of the Board. Moreover, upon invitation of the Chairmen of the Committees, and having informed the Chief Executive Officer, other members of the Company structure, for their own competence, may be invited to participate in the meetings on specific items of the agenda, as a rule by sending them the notice of meetings.

The Board Secretary coordinates the secretaries of the Board of Directors' Committees, receiving for this purpose information on the calendar of the meetings, and the items in the Committees' agendas, the notices of the meetings, as well as their signed minutes.

Committee meetings are usually minuted by the respective Secretaries.

As of 11 May 2023, the composition of the Board of Directors' Committees is as follows:

- Control and Risk Committee: Raphael Louis L. Vermeir (Chairman), Carolyn Adele Dittmeier, Federica Seganti and Cristina Sgubin;
- Remuneration Committee: Massimo Belcredi (Chairman), Cristina Sgubin and Raphael Louis L. Vermeir;
- Nomination Committee: Carolyn Adele Dittmeier (Chairman), Elisa Baroncini and Massimo Belcredi;
- Sustainability and Scenarios Committee: Federica Seganti (Chairman), Elisa Baroncini and Roberto Ciciani.

Control and Risk Committee

The Control and Risk Committee, is entrusted with the task of supporting the Board of Directors' assessments and decisions relating to the internal control and risk management system and the approval of periodical financial and non-financial reports. According to the Rules of the Control and Risk Committee, on the basis of the assessment made by the Board of Directors at the time of the appointment, the Committee: (i) as a whole possesses adequate expertise in the sector of activity in which the Company operates, as necessary to assess the related risks, and must in any case have adequate skills in relation to the tasks it is called upon to perform; (ii)

two members of the Committee, if there are such members on the Board, or in any case at least one member of the Committee shall have adequate experience in accounting and financial matters or in risk management. The Board of Directors shall assess this experience at the time the appointment is made.

Pursuant to its Rules, the Control and Risk Committee:

A) supports the Board of Directors with preparatory work, following which it formulates assessments and/or opinions, in particular with regard to:

(i) the guidelines for the internal control and risk management system (ICRMS), consistently with the Company's strategies, so that the main risks that affect the Company and its subsidiaries can be correctly identified and appropriately measured, managed and monitored, expressing in this regard the opinion required by internal regulations on the matter; it also supports the Board of Directors in determining the degree of compatibility of risks with the management of the Company in a manner consistent with its stated strategic objectives and preliminary examining the main company risks, taking into account the characteristics of the activities carried out by the company or its subsidiaries;

(ii) the definition, within the Strategic Plan, of the annual guidelines of the internal control and risk management system ("Annual plan for the integrated management of strategic risks"), proposed by the Chief Executive Officer, in line with the strategies of the company, as well as the annual assessment of the implementation of these guidelines, based on the Report prepared for this purpose by the Chief Executive Officer;

(iii) the evaluation, performed every six months, of the adequacy of the internal control and risk management system, taking account of the characteristics of the Company and its risk profile, as well as its effectiveness. To this end, it reports to the Board of Directors, on the occasion of the approval of the annual and semi-annual financial reports, on its activities and on the adequacy of the ICRMS;

(iv) the fundamental guidelines of the Regulatory System, the regulatory instruments to be approved by the Board of Directors, their amendment or update, and, upon request by the CEO, on specific aspects in relation to the instruments implementing the fundamental guidelines, expressing in this regard the opinion required by internal regulations on the matter;

(v) the guidelines for the management and control of financial risks, expressing in this regard the opinion required by internal regulations on the matter;

(vi) the proposals concerning the appointment, the removal and, consistent with the Company's policies, the structure of the fixed and variable compensation of the Internal Audit Director, as well as on the adequacy of the resources provided to the latter to perform his duties (budget of the Internal Audit department), expressing the opinion required by internal regulations on the matter;

(vii) at least once a year, the Audit Plan prepared by the Internal Audit Director, expressing the opinion required by internal regulations on the subject (guidelines on Internal Audit activity - Internal Audit Charter);

(viii) the assessment of opportunities to adopt measures to ensure the effectiveness and impartiality of judgment of the Integrated Risk Management and Integrated Compliance units and of any other functions involved in the controls identified by the Board of Directors, as well as the annual verification that they are equipped with adequate professionalism and resources;

(ix) the choice relating to the attribution of supervisory functions pursuant to Legislative Decree no. 231/2001 and the composition criteria of the Watch structure pursuant to Legislative Decree no. 231/2001 which is reported in the Corporate Governance Report;

(x) the exam of reports on the ICRMS, also following periodic meetings with the relevant structures of the Company;

(xi) investigations and examinations carried out by third parties regarding the internal control and risk management system;

(xii) findings reported by the Audit Firm in any management letter it may issue and in the latter's additional report, addressed to the Board of Statutory Auditors. The additional report includes any opinions of the Board of Statutory Auditors;

(xiii) the illustration, in the annual Corporate Governance Report, of the main features of the internal control and risk management system and how the different subjects involved therein are coordinated, providing an indication of benchmark models as well as national and international best practices, and an evaluation of the overall adequacy of the system itself;

(xiv) the adoption and amendment of the rules for the transparency and substantial and procedural correctness of transactions with related parties and those in which a Director or Statutory Auditor holds an interest, on his own or on behalf of third parties, expressing the opinion required by regulations, including internal ones, on the subject and carrying out the additional tasks assigned to it by the Board of Directors, also with reference to the examination and issue of an opinion on certain types of transactions, except for those relating to remuneration;

(xv) the proposal of the Chief Executive Officer for the definition of the principles concerning the coordination and information flows between the various parties involved in the ICRMS.

B) In addition, the Committee, in assisting the Board of Directors:

(i) evaluates, after having consulted the Officer in charge of preparing financial reports, the Audit Firm and the Board of Statutory Auditors, the proper application of accounting standards and their consistency in preparing the consolidated financial statements, issuing an opinion prior to their approval by the Board of Directors;

(ii) examines and evaluates Reports prepared by the Officer in charge of preparing financial reports through which it shall give its opinion to the Board of Directors on the appropriateness of the powers and resources assigned to the Officer himself and on the proper application of accounting and administrative procedures, enabling the Board to exercise its tasks of supervision required by law;

(iii) assesses whether the periodic financial and non-financial information is suitable to correctly represent the Company's business model, its strategies, the impact of its business and the performance achieved, expressing an opinion to the Board in coordination with the Sustainability and Scenarios Committee with regard to the non-financial information;

(iv) examines the content of the periodic non-financial information relevant to the ICRMS;

(v) expresses opinions to the Board of Directors on specific aspects relating to the identification of the main corporate risks;

(vi) on request of the Board, it supports, with adequate preliminary activities, the Board of Directors' assessments and resolutions on the management of risks arising from detrimental facts which the Board may have become aware of;

(vii) monitors the independence, adequacy, efficiency and effectiveness of the Internal Audit Department and oversees its activities with respect to the duties of the Board of Directors, and the Chairman of the Board on its behalf, in this area, ensuring that they are performed with the necessary independence and required level of objectivity, competence and professional diligence, in accordance with the Code of Ethics of Eni SpA and international standards, as well as with the terms provided by the guidelines on Internal Audit activities (Internal Audit Charter).

In particular, the Committee:

a) examines and evaluates, on the occasion of his/her appointment, whether the Internal Audit Director meets the integrity, professionalism, competence and experience requirements and, on an annual basis, assesses their fulfilment;

b) examines the results of the audit activities performed by the Internal Audit Department and the periodic reports prepared by it containing adequate information on the activities carried out, on the manner in which risk management is conducted and on compliance with risk containment plans, as well as the assessment of the appropriateness of the ICRMS. It also examines the reports promptly prepared by the Internal Audit Department on events of particular importance;

c) examines the information received from the Internal Audit Department and promptly reports its assessment to the Board of Directors in the case of:
   - significant deficiencies in the system for preventing irregularities and fraudulent acts, and irregularities or fraudulent acts committed by management personnel or by employees who perform important roles in the design or operation of the ICRMS;
   - circumstances which may affect the maintenance of the independence of the Internal Audit Department and of auditing activities;

d) may ask the Internal Audit Department to perform audits of specific operational areas, providing simultaneous notice to the Chairman of the Board of Directors, the CEO and the Chairman of the Board of Statutory Auditors, unless there are conflicts of interest;

(viii) examines and assesses:

a) communications and information received from the Board of Statutory Auditors and its members regarding the ICRMS, including those concerning the findings of enquiries conducted by the Internal Audit Department in connection with reports received (whistleblowing), including anonymous reports;

b) half yearly reports issued by Eni's Watch Structure, as well as the timely updates provided by the Structure, after the updates have been given to the Chairman of the Board and to the CEO, about any particular materiality or significant situation detected in the execution of its duty.

(ix) In case of judicial inquiries and proceedings, carried out in Italy and/or abroad, involving the CEO and/or the Chairman of Eni SpA and/or a member of the Board of Directors and/or an Executive reporting directly to the CEO, even if no longer in office, in relation to crimes against the Public Administration and/or corporate crimes and/or environmental crimes, related to their duties and their scope of responsibility, in which the Board of Directors determines that the CEO may have an interest, pursuant to Article 2391 of the Civil Code, in order to ensure the independence of judgment of the Legal Department of the Company, in the interest of the same, the Board provides the Legal Department with the necessary information on its activities, with the support of the Committee. In particular, the Board avails itself of the Committee in order to ascertain the legal classification of the facts under investigation and proceedings, to acquire all necessary information on said investigations and proceedings from the legal department, to verify their completeness and accuracy, to be informed of the performance of such investigations and proceedings and to receive guidance to be provided to the legal department.

Remuneration Committee

In accordance with the Corporate Governance Code, the members of the Committee shall have expertise that is consistent with the duties they are required to perform, to be evaluated by the Board of Directors at the time of the appointment. At least one member of the Committee shall have adequate knowledge and experience in financial matters or remuneration policies.

In accordance with its Rules, the Committee:

a) submits to the Board of Directors for its approval the "Report on remuneration policy and remuneration paid" and, in particular, the remuneration policy for members of corporate bodies, General Managers and managers with strategic responsibilities, without prejudice to provisions of Art. 2402 of Italian Civil Code,

to be presented to the Shareholders' Meeting called to approve the financial statements, as provided for by the applicable law;

b) presents proposals and expresses opinions for the remuneration of the Chairman of the Board of Directors and the Chief Executive Officer, covering the various forms of compensation and benefits awarded;

c) presents proposals and expresses opinions for the remuneration of the members of the Board's internal committees;

d) examines the CEO's indications and presents proposals for:

- general criteria for the remuneration of managers with strategic responsibilities;
- annual and long-term incentive plans, including equity-based plans;
- establishing performance targets and assessing results for performance plans in connection with the determination of the variable portion of the remuneration for Directors with delegated powers and with the implementation of incentive plans;

e) periodically evaluates the adequacy, overall consistency and actual implementation of the adopted policy, as described in letter a) above and assesses, in particular, the actual achievement of the performance objectives, formulating proposals on the matter to the Board;

f) performs the tasks required under the Company's procedures for handling related party transactions;

g) examines and monitors the results of engagement activities carried out in support of the Eni Remuneration Policy, within the terms set forth in the engagement policy approved by the Board;

h) reports to the Board, at least once every six months and no later than the deadline for the approval of the annual and semi-annual financial report, on its activities at the Board meeting indicated by the Chairman of the Board of Directors.

Nomination Committee

The Nomination Committee members shall have expertise that is consistent with the duties they are required to perform, to be evaluated by the Board of Directors at the time of the appointment.

In accordance with its Rules, the Committee:

a) assists the Board of Directors in formulating any criteria for the appointment of persons indicated in letter b) below, and of the members of the other boards and bodies of Eni's associated companies;

b) provides evaluations to the Board of Directors on the appointment of executives and members of the boards and bodies of the Company and of its subsidiaries, proposed by the Chief Executive Officer and/or the Chairman of the Board of Directors, whose appointment falls under the Board's responsibilities and oversees the associated succession plans. It supports the Board in the elaboration, update and implementation of the Chief Executive succession plan, by identifying, at least, the procedures to be followed in the event of an early termination of office;

c) upon a proposal of the Chief Executive Officer, examines and evaluates criteria governing the succession planning for the Company's managers with strategic responsibilities;

d) assists the Board in the identification of candidates to serve as Directors in the event one or more positions need to be filled during the course of the year (Article 2386, first paragraph, of the Italian Civil Code), ensuring compliance with the requirements regarding the minimum number of independent Directors and

the percentage reserved for the less represented gender, as well the representation of noncontrolling interests;

e) proposes to the Board of Directors candidates for the position of Director to be submitted to the Shareholders' Meeting of the Company, in the absence of proposals submitted by the shareholders, in the event it is not possible to draw the required number of Directors from the slates presented by shareholders;

f) with reference to the annual evaluation program on the performance of the Board of Directors and its Committees, in compliance with the Corporate Governance Code, it assists the Chairman of the Board of Directors in the activity attributed to it, of ensuring the adequacy and transparency of the self-assessment process of the Board; assists the Board in the preparatory work for the appointment of an external consultant and in the evaluation of the outcomes of the process. On the basis of the results of the self-assessment, the Committee supports the Board of Directors regarding the size and composition of the Board or its Committees, as well as, the skills and managerial and professional qualifications it feels should be represented within the same Board and Committees also in light of the industrial characteristics of the Company, taking into account the diversity criteria and the Board of Directors guidelines on the maximum number of positions a Director can hold in other companies, so that the Board itself can issue its guidelines to the shareholders prior to the appointment of the new Board;

g) assists the outgoing Board in the proposition of the slate of candidates for the position of Director to be submitted to the Shareholders' Meeting if the Board decides to opt for the process envisaged in Article 17.3 (1) of the By-laws, ensuring the transparency of the process leading to the slate's structure and proposition;

h) in compliance with the Corporate Governance Code, proposes to the Board of Directors guidelines regarding the maximum number of positions of Director or Statutory Auditor that a Company Director may hold and performs the preliminary activity for the associated periodic checks and evaluations for submission to the Board;

i) periodically verifies that the Directors satisfy the independence and integrity requirements, and ascertains the absence of circumstances that would render them incompatible or ineligible, at least on an annual basis and upon the occurrence of circumstances relevant to independence;

j) provides its opinion to the Board of Directors on any activities carried out by the Directors, which are in competition with the Company;

k) reports to the Board of Directors, at least once every six months and no later than the deadline for the approval of the annual and semi-annual financial report, on the activity carried out, at the Board meeting indicated by the Chairman of the Board of Directors.

The preliminary examination of corporate affairs or governance issues is carried out jointly with the Director Corporate Affairs and Governance, who, in this case, participates in the Committee meetings.

Sustainability and Scenarios Committee

The members of the Sustainability and Scenarios Committee shall have expertise that is consistent with the duties they are required to perform, to be evaluated by the Board of Directors at the time of the appointment. Pursuant to its Rules, the Sustainability and Scenarios Committee assists the Board of Directors with preparatory, consultative and advisory functions on scenarios and sustainability issues, i.e. the processes, projects and activities aimed at ensuring the Company's commitment to sustainable development along the value chain, particularly with regard to: climate transition and technological innovation; access to energy, energy sustainability; environment and energy efficiency; local development, particularly economic

diversification, health, well-being and safety of people and communities; respect and protection of rights, particularly of the human rights; integrity and transparency; diversity and inclusion.

More specifically, the Committee:

a. examines scenarios for the preparation of the Strategic Plan, giving its opinion to the Board of Directors;

b. examines and evaluates climate transition issues, i.e. decarbonisation at both operational and product portfolio level, technological innovation, green chemistry and circular economy, aimed at ensuring the creation of value over time for shareholders and all other stakeholders;

c. examines and evaluates other aspects of the sustainability policy, in accordance with the principles of sustainable development, as well as sustainability strategies and objectives;

d. monitors the Company's position in terms of sustainability with regard to financial markets, particularly with regard to annual reporting on new sustainable finance tools, as well as the Company's inclusion in the leading sustainability indexes;

e. examines and evaluates the sustainability report submitted annually to the Board of Directors;

f. monitors international sustainability projects as part of global governance processes and the Company's participation in such projects, designed to strengthen the Company's international leadership;

g. examines and assesses local sustainability initiatives, including in relation to individual projects, provided for in agreements with producer countries, submitted by the CEO for presentation to the Board;

h. examines how the local sustainability policy is implemented in business initiatives, on the basis of indications provided by the Board of Directors;

i. examines the Company's non-profit strategy and its implementation, including in relation to individual projects, through the non-profit plan submitted each year to the Board, as well as non-profit initiatives submitted to the Board;

j. at the request of the Board, gives its opinion on other sustainability issues;

k. in agreement with the Chief Executive Officer, evaluates the opportunity of organizing open Committee meetings, possibly including other directors, with institutional stakeholders, to listen to their point of view with reference to the issues falling within the competence of the Committee;

l. at least once every six months, reports to the Board of Directors on its activities, by the date of the approval of the annual and semi-annual financial reports, during the meeting of the Board of Directors indicated by the Chairman of the Board of Directors;

m. coordinates with the Control and Risk Committee in assessing the suitability of periodic non-financial information, to correctly represent the business model, the strategies of the company, the impact of its activity and the performance achieved.

Conflicts of Interest

As far as Eni is aware, there are no current conflicts of interest between any duties of the members of the Board of Directors of Eni towards Eni and their private interests or other duties outside the Group.

On 27 May 2021, having received a favourable and unanimous opinion by the Control and Risk Committee, the Board of Directors lastly amended the MSG "Transactions involving the interests of Directors and Statutory Auditors and Transactions with Related Parties" first adopted to implement the CONSOB Regulation of 18 November 2010, mainly in order to adapt it to Consob Resolution no. 21624/2020, also with reference to the

definition of "related party" and to the other definitions functional to the application of the discipline, to ensure alignment with the international accounting standards in force at the time.

On 26 January 2023, taking account of the information gathered on the issue and obtaining a favourable opinion from the Control and Risk Committee, the Board of Directors judged as positive the adequacy of the design of the MSG, agreeing with the proposed changes, aiming to continuous improvement, taking into account the application practice, in the context of the update of the Eni Regulatory System.

This MSG, while largely being based on the definitions and provisions of the CONSOB Regulation, extends the rules for transactions carried out directly by Eni to all transactions undertaken by subsidiaries with related parties of Eni, with a view to enhancing safeguards and improving functionality. In addition, the definition of "related party" has been extended and defined in greater detail.

Transactions with related parties are divided into transactions of lesser importance, greater importance and exempt transactions, with procedural arrangements and transparency requirements that vary based on the type and importance of the transaction. For transactions of lesser importance, the procedures require that independent directors — members of the Control and Risk Committee (or the Remuneration Committee, in the event of transactions concerning remuneration) — express a reasoned, non-binding opinion on Eni's interest in completing the transaction and the economic benefits and substantive fairness of the underlying terms. For transactions of greater importance, without prejudice to the decision-making powers reserved to the Board of Directors, the independent directors — members of the Control and Risk Committee (or the Remuneration Committee, in the event of transactions concerning remuneration) — are involved from the preparatory phase of the transaction and express a binding opinion on Eni's interest in completing the transaction and on the economic benefits and substantive fairness of the underlying terms. Exempt transactions comprise small-value transactions as well as ordinary transactions carried out on standard conditions, intercompany transactions and those regarding remuneration as specified in the MSG.

With regard to the disclosures to be provided to the public on transactions with related parties, the relevant provisions of the CONSOB Regulation have been fully incorporated in the MSG. The MSG also sets out the timing, responsibilities and verification tools to be used by Eni employees involved and the reporting requirements that must be complied with for the correct application of the rules.

Finally, specific rules have been adopted for transactions in which a director or a statutory auditor holds an interest, whether directly or on behalf of third parties.

In particular, both in the preliminary and approval phase, a detailed and documented examination of the reason of the transaction is required, showing the interest of Eni in its completion and the economic benefits and fairness of the underlying terms. Directors involved in matters subject to a resolution of the Board of Directors shall normally not participate in the relevant discussion and decision and shall leave the room during these procedures. However, they can participate in the discussion and vote if their interest is not in conflict with the interest of the company, in the Board's opinion. If the person involved is the Chief Executive Officer and the transaction falls within the scope of his duties, he shall in any case abstain from taking part in the transaction and shall entrust the matter to the Board of Directors (as provided for by Article 2391 of the Italian Civil Code). In any case, if the transaction is under the responsibility of the Board of Directors, a non-binding opinion from the Control and Risk Committee is required.

To ensure an effective system of control over transactions, every two months the Chief Executive Officer reports to the Board of Directors and to the Board of Statutory Auditors on the execution of individual transactions with related parties and with the subjects of interest to directors and statutory auditors not exempted from the application of the MSG, and prepares a semi-annual aggregate report on all transactions with related parties and with the mentioned subjects of interest performed during the reporting period. The semi-annual report is presented also to the Control and Risk Committee.

In order to ensure prompt and effective verification of the implementation of the MSG, a database has been created listing related parties of Eni and subjects of interest to directors and statutory auditors, together with a search IT application that the signing officers of Eni and its subsidiaries or the persons responsible for preparing transactions can use to access the database in order to determine the nature of the transaction counterparty.

The text of Eni's rules "Transactions involving interests of Directors and Statutory Auditors and Transactions with Related Parties" is available in the "Governance" section of Eni's website.

Board of Statutory Auditors

Article 28, paragraph 1 of Eni's by-laws provides that the Board of Statutory Auditors consists of five standing statutory auditors and two alternate statutory auditors. Eni By-Laws were modified with a resolution of the Board of Directors on 27 February 2020, to specify, with reference to the appointment of the Board of Statutory Auditors, the new quota to be reserved for the less-represented gender, equal to two standing Auditors pursuant to current legislation. The provisions aimed at ensuring compliance with current legislation on gender balance shall apply to six consecutive terms of the Board of Statutory Auditors from the first appointment after 1 January 2020.

According to Article 28, paragraph 2 of Eni's by-laws, statutory auditors shall be elected on the basis of slates; at least two standing auditors and one alternate are elected from the candidates of the slate submitted by non-controlling shareholders. The Shareholders' Meeting appoints the Chairman of the Board of Statutory Auditors from among the candidates elected from the slates other than that which received the majority of votes.

The procedures set forth in Article 17, paragraph 3, concerning the appointment of the Board of Directors and the provisions issued by CONSOB (Issuers Regulation — CONSOB resolution n. 11971 of 1999, as amended) shall apply. Shareholders who, severally or jointly, represent at least 1 per cent. of voting share capital (CONSOB reduced this percentage to 0.5 per cent. with regard to Eni) may submit lists for the appointment of statutory auditors.

Each shareholder may only submit (or contribute towards submitting) and vote for a single list. Controlling persons, subsidiaries and companies under common control may not submit or participate in the submission of other lists, nor can they vote on them, either directly or through nominees or trustees. Each candidate may stand on one list only, on penalty of disqualification.

The slave voting procedure shall only apply for the election of the entire Board of Statutory Auditors.

In the event of the replacement of a Statutory Auditor elected from the slate that received a majority of votes, the alternate Statutory Auditor from the same slate shall be appointed. In the event of the replacement of a Statutory Auditor elected from another slate, the Alternate Statutory Auditor from that slate shall be appointed. If the replacement results in non-compliance with gender-balance rules, the Shareholders' Meeting shall be called as soon as possible to approve the necessary resolutions to ensure compliance.

Pursuant to the Consolidated Law on Finance Intermediation, the Statutory Auditors must meet specific independence requirements, as well as experience and integrity requirements, as established in the regulations issued by the Minister of Justice in agreement with the Minister of the Economy and Finance[1]. In addition, the Corporate Governance Code also recommends that all members of the Board of Statutory Auditor possess the independence requirements envisaged for Directors.

[1] "Regulation containing the guidelines for establishing the professional and integrity requirements for members of the Board of Statutory Auditors of listed companies, issued in accordance with Art. 148 of Legislative Decree No. 58 of February 24, 1998" set forth in Decree No. 162 of 30 March 2000.

With reference to professional requirement, art. 28 of the By-laws states that – as established in the above ministerial regulations – the requirements may also be met through professional or teaching experience (of at least three years) in the commercial law, business economics and corporate finance fields, or through the exercise of management functions (for at least three years) in the engineering and geology fields. of Eni's by-laws in the above ministerial regulations – the requirements may also be met through professional or teaching experience (of at least three years) in the commercial law, business economics and corporate finance fields, or through the exercise of management functions (for at least three years) in the engineering and geology fields.

Eni's statutory auditors currently appointed are entered in the register of certified auditors.

In addition, in accordance with the provisions of Art. 19 of Legislative Decree No. 39/2010, as amended by Legislative Decree No. 135/2016 the Board of Statutory Auditors, in its role as "Internal Control and Financial Auditing Committee", must also evaluate the following professional requirements: "*the members of the internal control and financial auditing committee, as a body, are competent in the sector in which the company being audited operates*".

The Shareholders' Meeting held on 10 May 2023 appointed the Board of Statutory Auditors and the Chairman of the Board of Statutory Auditors, for a three-year term. Their term will therefore expire as of the date of the Shareholders' Meeting called to approve Eni's financial statements for the financial year ending 31 December 2025.

Marcella Caradonna, Giulio Palazzo, Andrea Parolini and Giulia De Martino (alternate statutory auditor) were appointed on the basis of the slate submitted by the Ministry of Economy and Finance; Rosalba Casiraghi (Chairman of the Board of Statutory Auditors), Enrico Maria Bignami and Giovanna Villa (alternate statutory auditor) were appointed on the basis of the slate submitted by institutional investors.

The Board of Statutory Auditors verifies, after the appointment and periodically, the compliance with independence, integrity and professionalism requirements of each member, set forth in the applicable regulations. The Board of Directors shall make its own verifications.

The table below sets forth the names, positions and year of appointment of the current members of the Board of Statutory Auditors of Eni.

Name	**Position**	**Year first appointed to Board of Statutory Auditors**
Rosalba Casiraghi	Chairman	2017
Enrico Maria Bignami	Standing Auditor	2017
Marcella Caradonna	Standing Auditor	2021
Giulio Palazzo	Standing Auditor	2023
Andrea Parolini	Standing Auditor	2023[2]
Giulia De Martino	Alternate Auditor	2023
Giovanna Villa	Alternate Auditor	2023

A biography of Eni's statutory auditors is published on Eni's website.

[2] Andrea Parolini has been Eni's Standing Auditors also from 13 April 2017 to 10 May 2020.

Limits on the number of positions

Pursuant to applicable regulations, persons may not hold office in a control body of an issuer if they hold the same office in five other listed companies. As long as they hold office in the control body of just one issuer, persons may hold other management and control positions in Italian companies, within the limits specified in the Consob regulations.

The Statutory Auditors are required to report the offices they hold or have relinquished, in the manner and within the time limits established in the applicable regulations, to Consob, which shall then publish the information, making it available on its website.

Duties

The Board of Statutory Auditors, in accordance with the Consolidated Law on Finance, shall monitor: (i) compliance with the law and Eni's by-laws; (ii) observance of the principles of sound administration; (iii) the appropriateness of Eni's organisational structure for matters within the scope of the Board of Directors' authority, the adequacy of the internal control system and the administrative and accounting system, as well as the reliability of the latter in accurately representing Eni's operations; (iv) the procedures for implementing the corporate governance rules provided for in the Corporate Governance Code, which Eni has adopted; and (v) the adequacy of the instructions imparted by Eni to its subsidiaries, in order to guarantee full compliance with legal reporting requirements.

In addition, pursuant to Article 19 of Legislative Decree No. 39/2010), the Board of Statutory Auditors, in its role as the "Internal Control and Financial Auditing Committee" (hereinafter also "**ICFAC**") is responsible for: (a) informing the Board of Directors of the outcome of the statutory audit and providing it with the report prepared by the Audit Firm (the so-called additional report provided under Art. 11 of Regulation (EU) No. 537/2014 concerning statutory audit), along with its own comments; (b) monitoring the financial reporting process and submitting recommendations or proposals to ensure its integrity; (c) monitoring the effectiveness of the company's internal quality control and risk management systems and its internal audit, regarding the financial reporting of the audited company, without breaching its independence; (d) monitoring the statutory audit of the annual and consolidated financial statements, taking into account any findings and conclusions by CONSOB; (e) reviewing and monitoring the independence of the Audit Firm, in particular the appropriateness of the provision of non-audit services; and (f) being responsible for the procedure for the selection of auditors or the Audit Firm and recommend to the Shareholders' Meeting, the auditors or the Audit Firms to be appointed (See also Article 16 of Regulation (EU) No. 537/2014 on statutory audit).

In accordance with Art. 153 of the Consolidated Law on Finance, the Board of Statutory Auditors presents the results of its supervisory activity to the Shareholders' Meeting in a report that accompanies the financial statements.

In the report, the Board of Statutory Auditors also discusses its monitoring of Eni's procedures for compliance with the principles set out by CONSOB concerning related parties, as well as compliance with them based upon information received.

The responsibilities assigned under Legislative Decree No. 39/2010, as amended by Legislative Decree No. 135/2016, to the "internal control and financial auditing committee" are consistent and substantially in line with the duties already assigned to the Board of Statutory Auditors of Eni, with specific consideration of its role as Audit Committee pursuant to the "U.S. Sarbanes-Oxley Act".

The Board of Directors, in its meeting of 22 March 2005, in accordance with SEC Rule 10A-3(c) for foreign issuers of security listed in the United States, designated the Board of Statutory Auditors as the body that, as from June 1, 2005, performs, to the extent permitted under Italian regulations, the functions attributed to the "Audit Committee" of foreign issuers by the Sarbanes-Oxley Act and SEC Rules. On 15 June 2005 the Board

of Statutory Auditors approved the rules concerning the duties assigned to the Audit Committee under U.S. law. These rules were subsequently updated following regulatory and organisational changes and are published on Eni's website.

In particular, the Board of Statutory Auditors:

- assesses the offers of Audit Firms for the award of the engagement for the statutory audit of the accounts and formulates a reasoned proposal for the Shareholders' Meeting concerning the appointment or termination of the Audit Firm;
- approves the procedures for the prior authorisation of permitted non-audit services and assesses requests to use the Audit Firm for permitted non-audit services (in accordance with the European regulation on statutory audit, non-audit services permitted under the applicable regulations may be awarded subject to approval of the ICFAC);
- examines the periodic reports from the external auditor relating to: a) all critical accounting policies and practices to be used; b) all alternative treatments of financial information within generally accepted accounting principles that have been discussed with Eni's management, ramifications of the use of such alternative disclosures and treatments, and the treatments preferred by the external auditor; and c) other material written communication between the external auditor and management; and
- formulates recommendations to the Board of Directors concerning the resolution of disputes between management and the audit firm concerning financial reporting.

In addition, the Board of Statutory Auditors in its capacity as the Audit Committee:

- examines reports from the Chief Executive Officer and the Head of Accounting and Financial Statements/ Financial Reporting Officer of Eni SpA concerning (i) any significant deficiency in the design or operation of internal controls which are reasonably likely to adversely affect the Company's ability to record, process, summarise and report financial information and any material weakness in internal controls; and (ii) any fraud that involves management or other employees who have a significant role in the internal controls;
- approves procedures concerning: a) the receipt, filing and processing of reports received by the Company regarding accounting issues, the internal accounting control system or the statutory audit; and b) the confidential or anonymous submission by any person, including Company employees of reports concerning questionable accounting or audit issues (so-called "whistleblowing").

The Board of Statutory Auditors, in its capacity as the Audit Committee, approved the "Procedure for whistleblowing reports received, including anonymously, by Eni S.p.A. and by its subsidiaries in Italy and abroad" (most recently on 17 April 2020). The procedure, the conformity of which to best practices was already checked by independent external advisors, is an annex to Management System Guideline (MSG) "Internal Control and risk management system" and is also an important tool for the purposes of internal Anti-Corruption regulation, also meeting the requirements of the Sarbanes-Oxley Act of 2002, the Code of Ethics, the Organization, Management and Control Model pursuant to Italian Legislative Decree no. 231 of 2001 and the Anti-Corruption MSG.

Conflicts of Interest

As far as Eni is aware, there are no current conflicts of interest between any duties of the members of the Board of Statutory Auditors of Eni towards Eni and their private interests or other duties outside the Group.

External auditors

The auditing of Eni's accounts is entrusted, under current legislation, to an independent audit firm appointed by the Eni's Shareholders' Meeting, acting upon the Board of Statutory Auditors reasoned proposal.

On the basis of a reasoned proposal presented by the Board of Statutory Auditors, the Eni's Shareholders' Meeting of 10 May 2018 approved the engagement of PricewaterhouseCoopers SpA (PwC) for the period 2019-2027, succeeding EY SpA, to:

- auditing of the Company's individual financial statements;
- auditing of the Group's consolidated financial statements;
- verification, during the course of the financial period, that the Company's accounts are duly maintained and that operations are correctly entered in the accounting records;
- verification of the internal control system for the purposes of US legislation (SOX);
- verification of Form 20-F;
- a limited review of the semi-annual financial report;
- review of separate annual accounts for the Electricity, Gas and Water System authority (AEEGSI).

Since 21 June 2021, Massimo Rota is the new audit partner responsible for providing these services to Eni, replacing Andrea Toselli.

The rules regarding "Management of statutory audit appointments" of 19 May 2020 approved by the Board of Statutory Auditors of Eni SpA, set out the general principles to: (i) regulate the process of conferring statutory audit assignments and other assignments closely related to statutory audits; (ii) provide the framework of reference for statutory audit requirements and to establish the roles and responsibilities of the persons involved in the process; (iii) regulate the methods and operations underlying the process; (iv) define the information flows between the company offices involved.

In order to preserve the independence of the auditors, a monitoring system for "non-audit" work has been created where, in general, the audit firm and its network are not awarded engagements unrelated to the performance of audit activities. Within the regulatory framework for auditing activities (see Legislative Decree No. 39/2010, as amended by Legislative Decree No. 135/2016), the approval of additional services and extra work is the responsibility of the Board of Statutory Auditors in the case of:

(i) engagements relating to Eni SpA, the proposal is submitted for the approval of the Board of Statutory Auditors of Eni SpA. The Board of Directors and the shareholders' meeting of Eni SpA are informed annually on the overall remuneration paid to the auditor during the year;
(ii) engagements relating to subsidiaries, after the opinion of the Board of Statutory Auditors of the subsidiary, or equivalent board for foreign companies, the proposals are submitted for favourable opinion to the Board of Statutory Auditors of Eni SpA (only for assignments not required by law) and, for approval, to the Board of Directors of the company. The Board of Directors and the shareholders' meeting of Eni SpA are informed annually on the overall remuneration paid to the auditor during the year. In this context, a quantitative limit (70%) was set between additional services and audit services, as a tool to verify the independence of the Audit Firm. Article 5 of Regulation (EU) No. 537/2014 contains a list of prohibited non-audit services. In particular, Article 5: (a) provides a detailed description of the services prohibited as enacted by the Legislative Decree No.135/2016, updating the provisions of the current Legislative Decree No. 39/2010; (b) introduces further categories of prohibited services, in particular: (b.1) tax services relating to (i) preparation of tax forms; (ii) payroll tax; (iii) customs duties; (iv) identification of public subsidies and tax incentives unless support from the external auditor or the Audit Firm in respect of such services is required by law; (v) support regarding tax inspections by tax authorities unless support from the external auditor or the Audit Firm in respect of such inspections is required by law; (vi) calculation of direct and indirect tax and deferred tax; (vii) provision of tax advice; (b.2) legal services, with respect to:

(i) the provision of general counsel; (ii) negotiating on behalf of the audited entity; (iii) acting in an advocacy role in the resolution of litigation; (b.3) services that involve playing any part in the management or decision-making of the audited entity; (b.4) designing and implementing internal control or risk management procedures related to the preparation and/or control of financial information or designing and implementing financial information technology systems; (b.5) services linked to the financing, capital structure and allocation, and investment strategy of the audited entity, except providing assurance services in relation to the financial statements, such as the issuing of comfort letters in connection with prospectuses issued by the audited entity; (b.6) human resources services, with respect to: (i) management in a position to exert significant influence over the preparation of the accounting records or financial statements which are the subject of the statutory audit, where such services involve: — searching for or seeking out candidates for such position; or — undertaking reference checks of candidates for such positions; (ii) structuring the organisation design; and (iii) cost control.

Auditor Fees

The following table reports total fees for services rendered to Eni by its independent auditor PwC SpA and member firms of its network for the years ended 31 December 2022 and 2021.

(euro thousands)	**Year ended 31 December**	
	2021	**2022**
Audit fees	18,858	24,355
Audit-related fees	4,359	2,834
Tax fees	-	11
All other fees	152	-
Total	**23,369**	**27,200**

Audit fees include professional services rendered by the principal accountant for the audit of the registrant's annual financial statements or services that are normally provided by the accountant in connection with statutory and regulatory filings or engagements, including the audit on the Company's internal control over financial reporting.

Audit-related fees include assurance and related services by the principal accountant that are reasonably related to the performance of the audit or review of the registrant's financial statements and are not reported as audit fees in this section. The fees disclosed in this category mainly include, merger and acquisition due diligence, audit, certification services not provided for by law and regulations and consultations concerning financial accounting and reporting standards.

Tax fees include professional services rendered by the principal accountant for tax compliance, tax advice, and tax planning.

All other fees include products and services provided by the principal accountant, other than the services reported in audit fees, audit-related fees and tax fees of this paragraph and consists primarily of fees billed for consultancy services related to IT and secretarial services that are permissible under applicable rules and regulations.

Court of Auditors

The financial management of Eni is subject to the control of the Court of Auditors ("**Corte dei conti**"), in order to preserve the integrity of the public finances. As from 1 March 2019 the task is performed by the Magistrate of the Court of Auditors Manuela Arrigucci, on the basis of the resolution approved on 18-19 December 2018

by the President's Council of the Court of Auditors. The Magistrate of the Court of Auditors attends the meetings of the Board of Directors and the Board of Statutory Auditors.

Shareholding limits and restrictions on voting rights, Special Powers of the Republic of Italy

Pursuant to Article 6.1 of Eni's by-laws, in accordance with the special provisions specified in Article 3 of Law Decree No. 332 of 31 May 1994, ratified by Law No. 474 of 30 July 1994, under no circumstances whatsoever may any party directly or indirectly hold more than 3 per cent. of the share capital. Exceeding these limits shall lead to a suspension of the exercise of voting rights or any other non-financial rights attached to the shares held exceeding the aforementioned limit. Pursuant to Article 32, paragraph 2 of Eni's by-laws, and the aforementioned regulations, shareholdings in the share capital of Eni held by the Ministry of Economy and Finance, public bodies or organisations controlled by the latter are exempt from this provision. Lastly, the special provisions state that the clause regarding shareholdings limits shall not apply if the above limit is exceeded following a takeover bid, provided that the bidder — as a result of the takeover — will own a shareholding of at least 75 per cent. of the capital with voting rights relating to the appointment or dismissal of directors.

Law Decree No. 21 of 15 March 2012, ratified with amendments by Law No. 56 of 11 May 2012, aligned the Italian law on the special powers of the State on the EU rules.

The special powers apply to companies that operate or hold assets in "strategic sectors" (such as defence and national security sectors, broadband electronic telecommunications networks with 5G technology, energy, transport and communications sectors, as defined by the implementing measures).

With reference to the energy sector, the special powers include: a) veto power (or the power of imposing conditions or requirements) over certain transactions, resolutions or deeds involving strategic assets (as identified by Prime Minister Decrees No. 179 and 180 of 2020) or the companies owning them; and b) the power of attaching conditions to or opposing the acquisition of a controlling equity interest in companies that hold strategic assets and the acquisition, by a non-EU party, of equity interests that entitle to a share of voting rights or capital equal to 10 percent, taking account of the shares or stakes already directly or indirectly held, when the overall value of the investment is equal to or greater than €1 million, or when such equity interests exceed the thresholds of 15%, 20%, 25% and 50% of the share capital.

Companies that hold strategic assets or those who intend to acquire equity investments in such companies are required to notify the Prime Minister's Office with complete information on the abovementioned transactions, resolutions or deeds or acquisitions. The obligation of notification also extends to the establishment of an entity that carries out activities of strategic importance or holds strategic assets when one or more shareholders, outside the European Union, hold a share of voting rights or capital equal to at least 10 percent.

With specific regard to the power referred to in the abovementioned point b), until the notification and, subsequently, until the time period for any exercise of such power has begun, the voting rights or any rights other than property rights attaching to the material equity interest are suspended.

In the event of breach of the commitments imposed, for the entire relevant period the voting rights or any rights other than property rights attaching to the material equity interest are suspended. Any resolutions adopted with the decisive vote of such equity interest, or any other resolutions or acts adopted in violation or in breach of the commitments imposed are void. In addition, except where the situation represents a criminal offence, non-compliance with the commitments imposed shall be punishable by a pecuniary administrative penalty.

In the event of objection, the acquiring party may not exercise the voting rights or any rights other than property rights attaching to the material equity interest, which such party shall sell within one year. In the event of a failure to comply, at the request of the Government, the courts shall order the sale of the material equity interest. Resolutions of the shareholders' meeting adopted with the decisive vote of the material equity interest are void.

These powers are exercised exclusively on the basis of objective and non-discriminatory criteria.

Law Decree no. 104 of 10 August 2023, which is expected to be ratified by Law by the end of October 2023, modified the Law Decree No. 21 of 15 March 2012 by providing that special powers can also be exercised within a corporate group for transactions, resolutions or deeds involving assets covered by intellectual property rights relating to artificial intelligence, machinery for the production of semiconductors, cybersecurity, aerospace, energy storage, quantum and nuclear technologies, food production technologies and concern one or more non-EU parties.

Major Shareholders

The Ministry of Economy and Finance controls Eni as a result of the shares directly owned and those indirectly owned through Cassa Depositi e Prestiti S.p.A. ("**CDP**"). The Ministry of Economy and Finance owns 82.77 per cent. of CDP's share capital.

As of 29 September 2023, the percentage of Eni's share capital owned by the Ministry of Economy and Finance and CDP was:

Shareholder	Number of shares held	% on the outstanding shares
Ministry of Economy and Finance	157,552,137	4.667
CDP	936,179,478	27.731
Total	1,093,731,615	32.398

As of 29 September 2023, Eni owns no. 106,657,367 treasury shares equal to the 3.16% of the outstanding shares.

Eni has in place procedures that prevent the abuse of control of major shareholders such as Eni's MSG "Transactions involving the interests of the Directors and Statutory Auditors and Transactions with Related Parties". Furthermore, Eni's by-laws provide for the election of a greater number of independent directors and representatives of the minority shareholders than the rules which are established by law, both on the Board of Directors and on the Board of Statutory Auditors.

ITALIAN TAXATION

*The following is an overview of certain Italian tax consequences of the purchase, ownership and disposition of Notes issued under the Programme (the "**Notes**"). It is an overview only and does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to purchase, own or dispose of the Notes. The following overview does not discuss the treatment of securities that are held in connection with a permanent establishment or fixed base through which a holder carries on business or a profession in Italy.*

The overview is based upon the tax laws and practice of Italy as in force as at the date of the Base Prospectus, which are subject to change, potentially with retrospective effect. Prospective investors in the Notes should consult their own advisers as to the Italian or other tax consequences of the purchase, beneficial ownership and disposition of the Notes including, in particular, the effect of any state or local tax laws.

Interest

Interest, premium and other income (including the difference between the redemption amount and the issue price) (hereinafter collectively referred to as "**Interest**") received outside the conduct of a business activity is deemed to be received for Italian tax purposes at each interest payment date (in the amount actually paid) and also when it is implicitly included in the selling price of the Notes.

Interest received by Italian resident companies, commercial partnerships or individual entrepreneurs within the context of a business enterprise is taxable on an accrual basis.

Interest on the Notes

Interest on Notes received by Italian resident companies, commercial partnerships or individual entrepreneurs within the context of a business enterprise is included in the taxable base for the purposes of corporate income tax (*imposta sul reddito delle società*, "**IRES**"), currently at 24 per cent. (increased by a 3.5 per cent. surtax applied to banks and other financial intermediaries), and individual income tax (*imposta sul reddito delle persone fisiche*, "**IRPEF**", at progressive rates) and — under certain circumstances — of the regional tax on productive activities (*imposta regionale sulle attività produttive*, "**IRAP**", at the generally applicable rate of 3.9 per cent.; banks or other financial institutions and insurance companies will be subject to IRAP at the special rate of 4.65 per cent. and 5.9 per cent. respectively. Regions may vary the IRAP rate of up to 0.92 per cent. Interest on the Notes that are not deposited with an authorised intermediary, received by the above persons is subject to a 26 per cent. substitute tax levied as provisional tax. For fiscal year 2023, Interest on the Notes received by banks may be subject to a 40% extraordinary windfall tax on extra profits introduced to target the increased net interest profits of banks resulting from the rising of interest rates (*imposta straordinaria calcolata sull'incremento del margine di interesse*), pursuant to Article 26 of Legislative Decree no. 104 of 10 August 2023, which is expected to be converted, with amendments, into law by the end of October 2023 ("**Decree 104/2023**"). If Decree 104/2023 is not converted into law by the Italian Parliament by the end of October 2023, it will be retroactively repealed.

Interest on the Notes is subject to a 26 per cent. substitute tax if the recipient is included among the following categories of Italian residents: (a) individuals holding the Notes not in connection with entrepreneurial activity (unless they have entrusted the management of the Notes to an authorised intermediary and have opted for the asset management regime ("*risparmio gestito*" regime) according to Article 7 of Italian Legislative Decree No. 461 of 21 November 1997, as amended ("**Decree No. 461**")), (b) non-commercial partnerships, (c) a private or public institution not carrying out mainly or exclusively commercial activities or (d) investors that are exempt from IRES. Where the resident holders of the Notes described above under (a) and (c) are engaged in an entrepreneurial activity to which the Notes are connected, the 26 per cent.

substitute tax applies as a provisional income tax and may be recovered as deduction from Italian income tax due.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not acting in connection with an entrepreneurial activity may be exempt from any income taxation, including the *imposta sostitutiva*, on Interest if the Notes are included in a long-term savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth in Article 1, paragraphs 100-114 of Law No. 232 of 11 December 2016 ("**Law No. 232**"), Article 1, paragraphs 211-215, of Law No. 145 of 30 December 2018 ("**Law No. 145**") and in Article 13-bis of Law Decree No. 124 of 26 October 2019 ("**Law Decree No. 124**") each of them as amended and applicable from time to time.

Italian resident individuals holding the Notes not in connection with entrepreneurial activity who have opted for the asset management regime are subject to a 26 per cent. annual substitute tax on the increase in value of the managed assets (which increase would include Interest accrued on the Notes) accrued at the end of each tax year (the "**Asset Management Tax**"). Interest accrued on the Notes held by Italian investment funds, foreign open-ended investment funds authorised to market their securities in Italy pursuant to the Law Decree No. 476 of 6 June 1956 converted into Law No. 786 of 25 July 1956 (the "**Funds**" and each a "**Fund**"), and *società di investimento a capitale variabile* ("**SICAV**") is not subject to such substitute tax but is included in the management result of the Fund or SICAV. The Fund or SICAV will not be subject to taxation on such results, but a withholding tax of 26 per cent. may apply on income of the Fund or SICAV derived by unitholders or shareholders through distribution and/or redemption or disposal of the units and shares.

Interest on the Notes held by Italian real estate funds to which the provisions of Law Decree No. 351 of 25 September 2001, as subsequently amended, apply, or a SICAF is not subject to any substitute tax nor to any other income tax in the hands of the fund or SICAF. The income of the real estate fund or of the SICAF may be subject to tax, in the hands of the unitholder, depending on status and percentage of participation, or, when earned by the fund, through distribution and/or upon redemption or disposal of the units.

Interest on the Notes held by Italian pension funds (subject to the regime provided for by Article 17 of the Italian Legislative Decree No. 252 of 5 December 2005) and deposited with an authorised intermediary, is not subject to substitute tax but is included in the aggregate income of the pension funds which is subject to a substitute tax at the rate of 20 per cent. on the increase in value of the managed assets accrued at the end of each tax year (which increase would include Interest accrued on the Notes). Subject to certain limitations and requirements (including a minimum holding period), Interest in respect to the Notes may be excluded from the taxable base of 20 per cent. substitute tax pursuant to Article 1, paragraph 92, of Law No. 232, if the Notes are included in a long-term savings account (*piano individuale di risparmio a lungo termine*) pursuant to Article 1, paragraphs 100 – 114, of Law No. 232, Article 1, paragraphs 210 – 215, of the Law No. 145 and Article 13-bis of Law Decree No. 124, each of them as amended and applicable from time to time.

According to Article 6, paragraph 1, of Legislative Decree No. 239 of 1 April 1996 ("**Decree 239**"), payments of Interest in respect of the Notes are not subject to the 26 per cent. substitute tax if made to a beneficial owner who is a non-Italian resident beneficial owner of the Notes with no permanent establishment in Italy to which the Notes are effectively connected, provided that:

(a) such beneficial owners is resident for tax purposes in a country included a State or territory which allows for an adequate exchange of information with the Italian tax authorities included in the Ministerial Decree dated 4 September 1996, as amended and supplemented from time to time (the "**White List**"). According to Article 11, par. 4, let. c) of Decree 239, the White List will be updated every six months period. In absence of the issuance of the new White List, reference has to be made to the Italian Ministerial Decree dated 4 September, 1996 as amended from time to time;

(b) the Notes are deposited directly or indirectly (i) with a bank, fiduciary company, "*società di intermediazione mobiliare*" (so-called "**SIM**") and other qualified entities resident in Italy, (ii) with the Italian permanent establishment of a non-resident bank or brokerage company which is electronically connected with the Italian Ministry of Finance, or (iii) with a non-resident entity or company which has an account with a centralised clearance system (such as Euroclear or Clearstream, Luxembourg) which is in contact via computer with the Italian Ministry of Economy and Finance;

(c) such beneficial owner file with the relevant depository a self-statement in due time stating, *inter alia*, that he or she is resident, for tax purposes, of a State or territory included in the White List. The self-statement, which must comply with the requirements set forth by Ministerial Decree of 12 December 2001, is valid until withdrawn or revoked. The self-statement is not required for non-Italian resident investors that are international entities and organisations established in accordance with international agreements ratified in Italy and Central Banks or entities which manage, *inter alia*, the official reserves of a foreign state; and

(d) the banks or brokers mentioned above receive all necessary information to identify the non-resident beneficial owner of the deposited Notes, and all the necessary information in order to determine the amount of Interest that such beneficial owner is entitled to receive.

Non-resident holders are subject to the 26 per cent. substitute tax on Interest if any of the above conditions (a), (b), (c) or (d) is not satisfied.

Decree 239 also provides for additional exemptions from the susbstitute tax for payments of Interest in respect of the notes made to (i) international entities and organisations established in accordance with international agreements ratified in Italy; (ii) certain foreign institutional investors established in countries which allow for an adequate exchange of information with Italy; and (iii) Central Banks or entities which manage, *inter alia*, the official reserves of a foreign State.

Non-resident holders of the Notes who are subject to substitute tax might, nevertheless, be eligible for a total or partial relief under an applicable tax treaty between his or her country of residence and the Republic of Italy.

Capital gains

A 26 per cent. substitute tax is applicable on capital gains realised on the disposal of Notes by Noteholders included among the following categories of Italian residents: (a) individuals holding the Notes not in connection with entrepreneurial activity (unless they have entrusted the management of the Notes to an authorised intermediary and have opted for the asset management regime ("*regime del risparmio gestito*") according to Article 7 of Decree No. 461), (b) non-commercial partnerships, (c) private or public institutions not carrying out mainly or exclusively commercial activities or (d) investors that are exempt from IRES.

Subject to certain limitations and requirements (including a minimum holding period), capital gains in respect of Notes realised upon sale, transfer or redemption by Italian resident individuals holding the Notes not in connection with an entrepreneurial activity may be exempt from taxation, including the 26 per cent. *imposta sostitutiva*, if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth in Article 1, paragraphs 100 – 114, of Law No. 232, Article 1, paragraphs 210 – 215, of the Law No. 145 and Article 13-bis of Law Decree No. 124, each of them as amended and applicable from time to time.

Italian resident companies, commercial partnerships or individual entrepreneurs holding the Notes in connection with entrepreneurial activity are subject to two different tax regimes on capital gains arising on the disposal of Notes. If the Notes are accounted for as a fixed asset in the balance sheet of the investors, the gains

will form part of the aggregate income subject to IRES. The gains are calculated as the difference between the acquisition cost and the sale price. The gains may be taxed in equal instalments over five fiscal years if the Notes have been accounted for as fixed assets in the balance sheets relating to the three tax years preceding the tax year during which the disposal is effected. If the Notes are accounted for as stock-intrade, corporate investors will be subject to IRES on an amount calculated with reference to the sale price and the variation of the stock. In this case, banks or other financial institutions and insurance companies will be subject to IRAP at the special rate of 4.65 per cent. and 5.9 per cent., respectively. Regions may vary the IRAP rate of up to 0.92 per cent.

Capital gains realised on the Notes held by Funds and SICAV are not subject to such substitute tax but are included in the management result of the Fund or SICAV. The Fund or SICAV will not be subject to taxation on such results, but a withholding tax of 26 per cent. may apply on income of the Fund or SICAV derived by unitholders or shareholders through distribution and/or redemption or disposal of the units and shares.

Capital gains on the Notes held by Italian real estate funds to which the provisions of Law Decree No. 1 of 25 September 2001, as subsequently amended, apply, or SICAF is not subject to any substitute tax nor to any other income tax in the hands of the fund or SICAF. The income of the fund or SICAF may be subject to tax, in the hands of the unitholder, depending on status and percentage of participation, or, when earned by the fund, through distribution and/or upon redemption or disposal of the units.

Capital gains on the Notes held by Italian resident pension funds (subject to the regime provided for by article 17 of the Italian Legislative Decree No. 252 of 5 December 2005), are not subject to a 26 per cent. substitute tax, but will be included in the aggregate income of the pension funds which is subject to a substitute tax at the rate of 20 per cent. on the increase in value of the managed assets accrued at the end of each tax year (which increase would include Interest accrued on the Notes). Subject to certain limitations and requirements (including a minimum holding period), capital gains realised in respect to the Notes may be excluded from the taxable base of the 20 per cent. substitute tax pursuant to Article 1, paragraph 92, of Law No. 232, if the Notes are included in a long-term savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth in Article 1, paragraphs 100 – 114, of Law No. 232, Article 1, paragraphs 210 – 215, of Law No. 145 and Article 13-bis of Law Decree No. 124, each of them as amended and applicable from time to time.

Capital gains realised by non-Italian residents without a permanent establishment in Italy to which the Notes are effectively connected through the sale for consideration or redemption of Notes are exempt from taxation in Italy to the extent that the Notes are traded on a regulated market in Italy or abroad and in certain cases subject to prompt filing of required documentation (in particular, a self-declaration of non-residence in Italy for tax purposes) with Italian qualified intermediaries (or permanent establishments in Italy of foreign intermediaries) with whom the Notes are deposited, even if the Notes are held in Italy and regardless of the provisions set forth by any applicable double tax treaty.

Where the Notes are not listed on a regulated market in Italy or abroad:

(a) pursuant to the provisions of Decree No. 461 non-Italian resident beneficial owners of the Notes with no permanent establishment in Italy to which the Notes are effectively connected are exempt from the substitute tax in the Republic of Italy on any capital gains realised upon sale for consideration or redemption of the Notes if they are resident, for tax purposes, in a State or territory included in the White List. Under these circumstances, if non-Italian residents without a permanent establishment in Italy to which the Notes are effectively connected elect for the asset management regime or are subject to the administered savings regime ("*regime del risparmio amministrato*") regime, exemption from Italian capital gains tax will apply upon condition that they file in time with the authorised financial intermediary an appropriate self-declaration stating that they meet the requirement indicated above. The same

exemption applies where the beneficial owners of the Notes are (i) international entities or organisations established in accordance with international agreements ratified by Italy; (ii) certain foreign institutional investors established in countries which allow for an adequate exchange of information with Italy; or (iii) Central Banks or entities which manage, *inter alia*, the official reserves of a foreign State; and

(b) in any event, non-Italian resident individuals or entities without a permanent establishment in Italy to which the Notes are effectively connected that may benefit from a double taxation treaty with Italy, providing that capital gains realised upon sale or redemption of Notes are to be taxed only in the country of tax residence of the recipient, will not be subject to substitute tax in Italy on any capital gains realised upon sale for consideration or redemption of Notes.

Under these circumstances, if non Italian residents without a permanent establishment in Italy to which the Notes are effectively connected elect for the asset management regime or are subject to the administered savings regime, exemption from Italian capital gains tax will apply upon condition that they promptly file with the Italian authorised financial intermediary a self-statement attesting that all the requirements for the application of the relevant double taxation treaty are met.

The Issuer will not be liable to pay any amount in relation to stamp duty payable on transfers of any Notes within the Republic of Italy.

Transfer Tax

Under certain circumstances, the transfer of securities may be subject to registration tax at the euro 200.00 flat rate.

Inheritance and Gift Tax

The transfer of any valuable assets (including the Notes) as a result of death or donation (or other transfers for no consideration) and the creation of liens on such assets for a specific purpose are taxed as follows:

(a) 4 per cent. if the transfer is made to spouses and direct descendants or ancestors; in this case, the transfer is subject to tax on the value exceeding euro 1,000,000 (per beneficiary);

(b) 6 per cent. if the transfer is made to brothers and sisters; in this case, the transfer is subject to the tax on the value exceeding euro 100,000 (per beneficiary);

(c) 6 per cent. if the transfer is made to relatives up to the fourth degree, to persons related by direct affinity as well as to persons related by collateral affinity up to the third degree;

(d) 8 per cent. in all other cases.

If the transfer is made in favour of persons with severe disabilities, the tax applies on the value exceeding euro 1,500,000.

Moreover, an anti-avoidance rule is provided by Law No. 383 of 18 October 2001 for any gift of assets (such as the Notes) which, if sold for consideration, would give rise to capital gains subject to the substitute tax (*imposta sostitutiva*) provided for by Decree No. 461 of 21 November 1997. In particular, if the donee sells the Notes for consideration within five years from the receipt thereof as a gift, the donee is required to pay the relevant *imposta sostitutiva* on capital gains as if the gift has never taken place.

The mortis causa transfer of financial instruments (such as the Notes) included in a long-term savings account (*piano individuale di risparmio a lungo termine*), that meets the requirements set forth in Article 1, paragraphs 100 - 114 of Law No. 232, Article 1, paragraphs 211 – 215 of Law No. 145 and Article 13-bis of Law Decree No. 124, each as amended and applicable from time to time, are exempt from inheritance taxes.

Stamp duty

According to Article 19(1) of Decree No. 201 of 6 December 2011 ("**Decree No. 201/2011**"), a proportional stamp duty applies on an annual basis to any periodic reporting communications which may be sent by a financial intermediary to their clients in respect of any Notes which may be deposited with such financial intermediary in Italy. The stamp duty applies at a rate of 0.2 per cent. and it cannot exceed euro 14,000 for taxpayers which are not individuals. This stamp duty is determined on the basis of the market value or — if no market value figure is available — the nominal value or redemption amount of the Notes.

The statement is considered to be sent at least once a year, even for instruments for which is not mandatory nor the deposit nor the release or the drafting of the statement. In case of reporting periods of less than 12 months, the stamp duty is payable on a pro-rata basis.

Based on the wording of the law and the implementing decree issued by the Italian Ministry of Economy on 24 May 2012, the stamp duty applies to any investor who is a client (as defined in the regulations issued by the Bank of Italy on 9 February 2011) of an entity that exercises in any form a banking, financial or insurance activity within the Italian territory.

Wealth tax on financial assets deposited abroad

According to Article 19 of Decree No. 201/2011, Italian resident individuals and non-commercial entities, non-commercial partnerships and similar institutions, holding financial assets — including the Notes — outside of the Italian territory are required to pay a wealth tax at the rate of 0.2 per cent. The wealth tax cannot exceed euro14,000 for taxpayers which are not individuals. This tax is calculated on the market value at the end of the relevant year or — if no market value figure is available — on the nominal value or redemption value, or in the case the nominal or redemption values cannot be determined, on the purchase value of any financial asset (including the Notes) held outside of the Italian territory.

Tax monitoring obligations

Pursuant to Law Decree No. 167 of 28 June 1990, converted by Law No. 227 of 4 August 1990, as amended from time to time, individuals, non-commercial partnership and certain partnerships (*società semplici* or similar partnerships in accordance with Article 5 of Presidential Decree No. 917 of 22 December 1986) resident in Italy who hold investments abroad or have financial activities abroad must, in certain circumstances, disclose the aforesaid to the Italian tax authorities in their income tax return (or, in case the income tax return is not due, in a proper form that must be filed within the same time as prescribed for the income tax return). The requirement applies also where the persons above, being not the direct holder of the financial instruments, are the actual owner of the instrument.

Furthermore, the above reporting requirement is not required to comply with respect to: (i) Notes deposited for management with qualified Italian financial intermediaries, (ii) contracts entered into through their intervention, upon condition that the items of income derived from the Notes have been subject to tax by the same intermediaries and (iii) in the foreign investments which are only composed by deposits and/or bank accounts when their aggregate value never exceeds a euro 15,000 threshold throughout the year.

TAXATION — FATCA WITHHOLDING

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "foreign financial institution" (as defined by FATCA, and including an intermediary through which Notes are held) may be required to withhold at a rate of 30% on certain payments it makes ("foreign passthru payments") to persons that fail to meet certain certification, reporting, or related requirements. The term "foreign passthru payment" is not yet defined. A number of jurisdictions (including Italy) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("IGAs"), which modify the way in which FATCA applies in their jurisdictions. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to foreign passthru payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to foreign passthru payments on instruments such as the Notes, proposed regulations have been issued that provide that such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register. In the preamble to the proposed regulations, the U.S. Treasury Department indicated that taxpayers may rely on these proposed regulations until the issuance of final regulations. Additionally, Notes that are characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are filed with the U.S. Federal Register generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date. However, if additional notes (as described under "Terms and Conditions of the Notes – Further Issues") that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

PLAN OF DISTRIBUTION

Overview of Distribution Agreement

Subject to the terms and conditions (including certain conditions precedent) contained in a distribution agreement dated 5 October 2023 (as amended or supplemented) (the "**Distribution Agreement**") between the Issuer, the Permanent Dealers and the Arranger, the Notes will be offered on a continual basis by the Issuer to the Permanent Dealers. However, the Issuer has reserved the right to sell Notes directly on its own behalf to Dealers that are not Permanent Dealers. The Notes may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Notes may also be sold by the Issuer through the Dealers, acting as agents of the Issuer. The Distribution Agreement also provides for Notes to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The Issuer will pay each relevant Dealer a commission as agreed between them in respect of Notes subscribed by it. The Issuer has agreed to reimburse the Arranger for certain of its expenses incurred in connection with the establishment and update of the Programme and the Dealers for certain of their activities in connection with the Programme. The commissions in respect of an issue of Notes on a syndicated basis will be stated in the relevant Final Terms.

The Issuer has agreed to indemnify the Dealers against certain liabilities in connection with the offer and sale of the Notes. The Distribution Agreement entitles the Dealers to terminate any agreement that they make to subscribe Notes in certain circumstances prior to payment for such Notes being made to the Issuer.

Selling Restrictions

United States

Without prejudice to the section entitled "General" below, the Notes have not been and will not be registered under the Securities Act, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Bearer Notes having a maturity of more than one year are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a U.S. person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the Code and regulations thereunder.

Each Dealer has represented and agreed that, except as permitted by the Distribution Agreement, it will not offer, sell or deliver the Notes of any identifiable Tranche (i) as part of their distribution at any time or (ii) otherwise until 40 days after completion of the distribution of such Tranche as determined, and certified to the Issuer, by the Fiscal Agent, within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each Dealer to which it sells Notes during the distribution compliance period as defined by Regulation S under the Securities Act a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

The Notes are being offered and sold outside the United States to non-U.S. persons in reliance upon Regulation S.

In addition, until 40 days after the commencement of the offering for any Tranche, an offer or sale of Notes within the United States by any Dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

This Base Prospectus has been prepared by the Issuer for use in connection with the offer and sale of the Notes outside the United States. The Issuer and the Dealers reserve the right to reject any offer to purchase the Notes, in whole or in part, for any reason. This Base Prospectus does not constitute an offer to any person in the United States. Distribution of this Base Prospectus by any non-U.S. person outside the United States to any U.S. person or to any other person within the United States, is unauthorised and any disclosure without the prior written consent of the Issuer of any of its contents to any such U.S. person or other person within the United States, is prohibited.

Prohibition of Sales to EEA Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base 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

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 Kingdom

Prohibition of Sales to UK Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the UK.

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 (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the EUWA; or

   (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA; and

(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.

Other regulatory restrictions

Without prejudice to the section entitled "General" below, in relation to each Tranche of Notes, each Dealer subscribing for or purchasing such Notes has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that:

(i) 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 UK; and

(ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of such Notes in circumstances in which section 21(1) of the FSMA does not apply to the Issuer.

Republic of Italy

The offering of the Notes has not been registered with the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, nor may copies of this Base Prospectus or of any other document relating to any Notes be distributed in the Republic of Italy, except in accordance with the Prospectus Regulation and any Italian securities, tax and other applicable laws and regulations.

Without prejudice to the section entitled "General" below, each of the Dealers has represented and agreed that it will not offer, sell or deliver any Notes or distribute copies of this Base Prospectus and/or any other document relating to the Notes in the Republic of Italy except:

(a) to "qualified investors" (*investitori qualificati*), as referred to in Article 2 of the Prospectus Regulation; or

(b) in any other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation, Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended ("**Decree No. 58**"), Article 34-*ter* of the CONSOB Regulation No. 11971 of 14 May 1999, as amended and any other applicable Italian laws and regulations.

In any event, any such offer, sale or delivery of the Notes or distribution of copies of this Base Prospectus or any other document relating to the Notes in the Republic of Italy under paragraphs (a) or (b) above must be:

(a) made by investment firms, banks or financial intermediaries permitted to conduct such activities in the Republic of Italy in accordance with Legislative Decree No. 385 of 1 September 1993, as amended (the "**Consolidated Banking Law**"), Decree No. 58, CONSOB Regulation No. 20307 of 15 February 2018, as amended, and any other applicable laws and regulations;

(b) in compliance with Article 129 of the Consolidated Banking Law and the applicable implementing guidelines of the Bank of Italy, as amended from time to time; and

in compliance with any other applicable laws and regulations, including any limitation or requirement which may be imposed from time to time by CONSOB, the Bank of Italy and/or other competent authority.

The Netherlands

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not make an offer of Notes other than Notes that are to be admitted to trading on a regulated market within the EEA or in the UK, to the public in the Netherlands in reliance on Article 1.4 of the Prospectus Regulation unless (i) such offer is made exclusively to persons or entities which are qualified investors as defined in the Dutch Financial Supervision Act or (ii) standard exemption wording and a logo is disclosed as required by Section 5:20(5) of the Dutch Financial Supervision Act, and provided in

each case that no such offer of Notes shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 1 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the "**Financial Instruments and Exchange Act**"). Without prejudice to the section entitled "General" below, each of the Dealers has represented and agreed that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or re-sale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other relevant laws and regulations of Japan.

Canada

Each Dealer has represented, warranted and agreed that Notes may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of Notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Singapore

Each Dealer has acknowledged that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed that it has not offered or sold any Notes or caused any Notes issued under the Programme to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause any Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the "**SFA**")) pursuant to Section 274 of the SFA (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1), or any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

(a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or

(b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Securities pursuant to an offer made under Section 275 of the SFA except:

(i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;

(ii) where no consideration is or will be given for the transfer;

(iii) where the transfer is by operation of law;

(iv) as specified in Section 276(7) of the SFA; or

(v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Switzerland

The offering of Notes in Switzerland is exempt from requirement to prepare and publish a prospectus under the Swiss Financial Services Act ("**FinSA**") because the notes have a minimum denomination of CHF 100,000 (or equivalent in another currency) or more and the Notes will not be admitted to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. This Base Prospectus does not constitute a prospectus pursuant to the FinSA, and no such prospectus has been or will be prepared for or in connection with the offering of the Notes.

No key information document according to the FinSA or any equivalent document under the FinSA has been prepared in relation to the Notes, and, therefore, Notes may not be offered or recommended to retail clients within the meaning of the FinSA in Switzerland.

Each Dealer has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in Switzerland.

For the purposes of this provision, the expression "retail investor" in the sense of Art. 4 para. 1 lit. a FinSA means all clients who are not professional clients pursuant to FinSA.

General

These selling restrictions may be modified by the agreement of the Issuer and the Dealers following a change in a relevant law, regulation or directive. Any such modification will be set out in the Final Terms issued in respect of the issue of Notes to which it relates or in a supplement to this Base Prospectus.

No action has been taken in any jurisdiction that would permit a public offering of any of the Notes, or possession or distribution of the Base Prospectus or any other offering material or any Final Terms, in any country or jurisdiction where action for that purpose is required.

Each Dealer has represented, warranted and agreed that it shall, to the best of its knowledge having made all reasonable enquiries, comply with all relevant laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Notes or has in its possession or distributes the Base Prospectus, any other offering material or any Final Terms and none of the Issuer or any other Dealer shall have responsibility therefor.

FORM OF FINAL TERMS

PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the "EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "MiFID II"); or (ii) a customer within the meaning of Directive (EU) 2016/97, 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. 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 or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom ("UK"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA"); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the "FSMA") and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "UK PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

[MiFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; 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/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[UK MIFIR product governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook ("COBS"), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA ("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/s'] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the "UK MiFIR Product Governance Rules") is responsible for undertaking its own target

market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.][3]

[**Singapore Securities and Futures Act Product Classification:** In connection with Section 309B of the Securities and Futures Act 2001 of Singapore, as amended from time to time (the "**SFA**") and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the "**CMP Regulations 2018**"), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), that the Notes are [prescribed capital markets products]/[capital markets products other than prescribed capital markets products] (as defined in the CMP Regulations 2018) and are [Excluded] / [Specified] Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).][4]

FINAL TERMS DATED [●]

Eni S.p.A.

LEI: BUCRF72VH5RBN7X3VL35

Issue of [Aggregate Nominal Amount of Tranche] [Sustainability-Linked Notes] [Title of Notes]

under the euro 20,000,000,000
Euro Medium Term Note Programme for the issuance of Notes
with a maturity of more than 12 months from the date of original issue

PART A — CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 5 October 2023 [and the Supplement(s) to the Base Prospectus dated [●]] which [together] constitute[s] a base prospectus for the purposes of Regulation (EU) 1129/2017, as amended (the "**Prospectus Regulation**"). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with such Base Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus. [The Base Prospectus [and the Supplement(s) to the Base Prospectus] [is] [are] available for viewing at the offices of the Paying and Transfer Agent in Luxembourg.] The Base Prospectus and, in the case of Notes listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange in compliance with the requirements of the Luxembourg Stock Exchange, these Final Terms will also be published on the website of the Luxembourg Stock Exchange (*www.luxse.com*).

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[3] The reference to the UK MiFIR product governance legend may not be necessary for a programme with a non-UK MiFIR issuer and non-UK MiFIR guarantor(s) if the managers in relation to the Notes are also not subject to UK MiFIR and therefore there are no UK MiFIR manufacturers. Depending on the location of the manufacturers, there may be situations where either the MiFID II product governance legend or the UK MiFIR product governance legend or both are included.

[4] For any Notes to be offered to Singapore investors, the Issuer to consider whether it needs to re-classify the Notes pursuant to Section 309B of the SFA prior to the launch of the offer.

The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the Base Prospectus dated 6 October 2022. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of Regulation (EU) 1129/2017, as amended (the "**Prospectus Regulation**") and must be read in conjunction with the Base Prospectus dated 5 October 2023 [and the Supplement(s) to the Base Prospectus dated [●]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation, save in respect of the Conditions which are extracted from the Base Prospectus dated 6 October 2022 and incorporated by reference in the Base Prospectus dated 5 October 2023. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectuses dated 6 October 2022 and 5 October 2023 [and the Supplement(s) to the latter Base Prospectus dated [●] and [●]]. The Base Prospectuses [and the Supplement(s) to the Base Prospectuses are available for viewing at the offices of the Paying and Transfer Agent in Luxembourg.] The Base Prospectus and, in the case of Notes listed on the official list of the Luxembourg Stock Exchange and admitted to trading on the regulated market of the Luxembourg Stock Exchange in compliance with the requirements of the Luxembourg Stock Exchange, these Final Terms will also be published on the website of the Luxembourg Stock Exchange (*www.luxse.com*).

(Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.)

(When completing final terms consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.)

1	[(i)]	Series Number:	[●]
	[(ii)	Tranche Number:	[●]]
	(iii)	Date on which the Notes will be consolidated and form a single Series:	[The Notes will be consolidated and form a single Series with [identify earlier Tranches] on [the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph [●] below, which is expected to occur on or about[[date]]]/[Not Applicable]
2	Specified Currency or Currencies:		[●]
3	Aggregate Nominal Amount of Notes admitted to trading:		[●]
	[(i)]	Series:	[●]
	[(ii)	Tranche:	[●]]
4	Issue Price:		[●] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*if applicable*)]
5	(i)	Specified Denominations:	[●] [and integral multiples of [●] in excess thereof up to and including [●].] No Notes in definitive form will be issued with a denomination above [●] (*Not to be less than euro 100,000 or its equivalent in other currencies*)
	(ii)	Calculation Amount:	[●]

6	[(i)]	Issue Date:	[●]
	[(ii)]	Interest Commencement Date:	[Specify/lssue Date/Not Applicable]
	[(iii)]	Trade Date:	[●]
7	Maturity Date:		(*Specify date or (for Floating Rate Notes) Interest Payment Date falling in or nearest to the relevant month and year*) (*Not to be less than 12 months from the Issue Date*)
8	Interest Basis:		[[●] per cent. Fixed Rate[, subject to the Step Up Option]] [[*Specify reference rate*] +/- [●] per cent. Floating Rate[, subject to the Step Up Option]] [Zero Coupon] [[●] per cent. Fixed Rate from [●] to [●], then [●] per cent. Fixed Rate from [●] to [●]] [[●] month EURIBOR] +/- [●] per cent. Floating Rate] [Floating Rate: SONIA Linked Interest] [Floating Rate: SOFR Linked Interest] [Floating Rate: €STR Linked Interest]
9	Redemption/Payment Basis:		Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at 100 per cent. of their nominal amount
10	Change of Interest Basis:		[Applicable/Not Applicable] (*If applicable, specify the date when any fixed to floating rate or vice versa change occurs or cross refer to items 14 and 15 (as appropriate) below and identify there.*) (*If not applicable, delete the remaining sub-paragraphs of this paragraph*) (*N.B. To be completed in addition to items 14 and 15 (as appropriate) if any fixed to floating or fixed reset rate change occurs*)
	[(i)]	Reset Date(s):	[●]
	[(ii)]	Switch Options:	[Applicable – [*specify change(s) in Interest Basis and the relevant Interest Periods to which the change(s) in Interest Basis applies*]/[Not Applicable] (*N.B. The Issuer must give notice of the exercise of the Switch Option to Noteholders in accordance with Condition 13 (Notices) on or prior to the relevant Switch Option Expiry Date*)[5]

[5] If setting notice periods which are different to those provided in the terms and conditions, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Fiscal Agent.

	[(iii)] Switch Option Expiry Date(s):	[●]
	[(iv)] Switch Option Effective Date(s):	[●]
11	Put/Call Options:	[Investor Put] [Issuer Call]
12	[Date [Board] approval for issuance of Notes obtained]	[●] (*N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes*)
13	Method of distribution:	[Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14	Fixed Rate Note Provisions	[Applicable/Not Applicable]/(*if a Change of Interest Basis applies*): [Applicable for the period starting from [and including] [●] ending on [but excluding] [●])] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i) Rate[(s)] of Interest:	[The Notes are subject to the Step Up Option]/[The Notes are not subject to the Step Up Option] (*If the Notes are subject to the Step Up Option*) [The Initial Rate of Interest is] [●] per cent. per annum payable in arrear on each Interest Payment Date [(further particulars specified in paragraph 17 below)]
	(ii) Interest Payment Date(s):	[●] in each year [adjusted in accordance with the Floating Rate Business Day Convention/ the Following Business Day Convention/ the Modified Following Business Day Convention/ the Preceding Business Day Convention] (*specify any applicable Business Centre(s) for the definition of "Business Day"*)/not adjusted]
	(iii) Fixed Coupon Amount[(s)]:	[●] per Calculation Amount
	(iv) Broken Amount(s):	[●] per Calculation Amount payable on the Interest Payment Date falling [in/on] [●]
	(v) Day Count Fraction:	[[Actual/Actual]/[Actual/Actual — ISDA]/[Actual/365 (Fixed)]/[Actual/360]/[30/360]/[360/360]/[Bond Basis]/[360E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[Actual/Actual-ICMA]
	(vi) Determination Dates:	[●] in each year (*insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual ICMA*)
15	Floating Rate Note Provisions	[Applicable/Not Applicable]]/(*if a Change of Interest Basis applies*): [Applicable for the period starting from [and including] [●] ending on [but excluding] [●])]

		[The Notes are subject to the Step Up Option]/[The Notes are not subject to the Step Up Option] [(further particulars specified in paragraph 17 below)] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i)	Interest Period(s):	[●]
(ii)	Specified Interest Payment Dates:	[●]
(iii)	First Interest Payment Date:	[●]
(iv)	Interest Period Date:	[Not Applicable]/ [[●] in each year[, subject to adjustment in accordance with the Business Day Convention set out in (v) below/, not subject to any adjustment[, as the Business Day Convention in (v) below is specified to be Not Applicable]]
(v)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention][Not Applicable]
(vi)	Business Centre(s):	[●]
(vii)	Manner in which the Rate(s) of interest is/are to be determined:	[Screen Rate Determination/ISDA Determination]
(viii)	Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the Calculation Agent):	[•]
(ix)	Screen Rate Determination:	
	– Reference Rate:	[[•] month [EURIBOR]]/[SONIA]/[SOFR]/[€STR]
	– Interest Determination Date(s):	[●]
	– Relevant Screen Page:	[●]
(x)	In the case of SONIA Linked Interest Notes:	[Applicable]/[Not Applicable] (*if not applicable, delete the rest of this sub-paragraph)*
	- Reference Rate:	[SONIA Compounded Index Rate / SONIA Compounded Daily Reference Rate [with Observation Shift] / [with Lag] where "p" is: [*specify number*] London Business Days [*being no less than 5 London Business Days*]]
	- Interest Determination Date(s):	[The date which is ["p"] London Business Days prior to each Interest Payment Date / [2 London Business Days] prior to the first day in each Interest Period]
	- Relevant Screen Page:	[[Bloomberg Screen Page : SONCINDX] / [see pages of authorised distributors for SONIA Compounded Index Rate] or [Bloomberg Screen Page : SONIO/N Index] / [SONIA Compounded Daily Reference Rate as applicable] [•]

- Relevant Fallback Screen Page:	[[Bloomberg Screen Page : SONIO/N Index] / [see pages of authorised distributors for SONIA Compounded Daily Reference Rate as applicable] [•]]
(xi) In the case of SOFR Linked Interest Notes:	[Applicable]/[Not Applicable] (*if not applicable, delete the rest of this sub-paragraph)*
– SOFRi	[Applicable]/[Not Applicable]
– p:	[●]
– Observation Period:	[●] U.S. Government Securities Business Days
(xii) In the case of €STR Linked Interest Notes:	[Applicable]/[Not Applicable] (*if not applicable, delete the rest of this sub-paragraph)*
– Observation Method:	Observation Look-Back: [Applicable]/[Not Applicable] Observation Shift: [Applicable]/[Not Applicable] Observation [Look-Back]/[T2] Period: [ ] T2 Business Days]/[Not Applicable]
(xiii) ISDA Determination:	
– Floating Rate Option:	[●]
– Designated Maturity:	[●]
– Reset Date:	[●]
– ISDA Definitions:	[ISDA 2006 Definitions]/[ISDA 2021 Definitions]
Compounding:	[Applicable / Not Applicable] *(If not applicable delete the remaining sub-paragraphs of this paragraph)*
Compounding Method:	[Compounding with Lookback Lookback: [•] Applicable Business Days] [Compounding with Observation Period Shift Observation Period Shift: [•] Observation Period Shift Business Days Observation Period Shift Additional Business Days: [•] / [Not Applicable]] [Compounding with Lockout Lockout: [•] Lockout Period Business Days Lockout Period Business Days: [•]/[Applicable Business Days]]
Averaging:	[Applicable / Not Applicable] *(If not applicable delete the remaining sub-paragraphs of this paragraph)*

	Averaging Method:	[Averaging with Lookback Lookback: [•] Applicable Business Days] [Averaging with Observation Period Shift Observation Period Shift: [•] Observation Period Shift Business days Observation Period Shift Additional Business Days: [•]/[Not Applicable]] [Averaging with Lockout Lookout: [•] Lockout Period Business Days Lockout Period Business Days: [•]/[Applicable Business Days]]
	Index Provisions:	[Applicable / Not Applicable] *(If not applicable delete the remaining sub-paragraphs of this paragraph)*
	Index Method:	Compounded Index Method with Observation Period Shift Observation Period Shift: [•] Observation Period Shift Business days Observation Period Shift Additional Business Days: [•] / [Not Applicable]
	(xiv) Margin(s):	(*If the Notes are Sustainability-Linked Notes*) [The Initial Margin is] [+/-][●] per cent. per annum [(further particulars specified in paragraph 17 below)]
	(xv) Minimum Rate of Interest:	[●] per cent. per annum
	(xvi) Maximum Rate of Interest:	[●] per cent. per annum
	(xvii) Day Count Fraction:	[Actual / Actual / Actual / Actual — ISDA / Actual/365 (Fixed) / Actual/360 / 30/360 / 360/360 / Bond Basis / 30E/360 / Eurobond Basis / 30E/360 (ISDA) / Actual/Actual-ICMA]
	(xviii) [Linear Interpolation:	[Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Accrual Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]]
16	Zero Coupon Note Provisions:	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i) Amortisation Yield:	[●] per cent. per annum
	(ii) [Day Count Fraction in relation to Early Redemption Amounts:	[Actual/Actual / Actual/Actual — ISDA / Actual/365 (Fixed) / Actual/360 / 30/360 / 360 / 360 / Bond Basis / 30E/360 / Eurobond Basis / 30E/360 (ISDA) / Actual/Actual-ICMA]

	(iii) Basis of determining amount payable:	[Applicable/Not Applicable]
17	Step Up Option	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub- paragraphs of this paragraph*)
	(i) Step Up Event(s):	[the Renewable Installed Capacity Event] [and] [the Net Carbon Footprint Upstream Event] [and] [the Net GHG Lifecycle Emissions Event] [and] [the Net Carbon Intensity Event] (*Include all applicable Step Up Events*) (*in relation to a Renewable Installed Capacity Event only:*) (i) Renewable Installed Capacity Observation Date: [●] (ii) Renewable Installed Capacity Threshold: [●] GW (*in relation to a Net Carbon Footprint Upstream Event only:*) (i) Net Carbon Footprint Upstream Observation Date: [●] (ii) Net Carbon Footprint Upstream Threshold: [●] $MtCO_{2eq}$ (*in relation to a Net GHG Lifecycle Emissions Event only:*) (i) Net GHG Lifecycle Emissions Observation Date: [●] (ii) Net GHG Lifecycle Emissions Threshold: [●]$MtCO_{2eq}$ (*in relation to a Net Carbon Intensity Event only*:) (i) Net Carbon Intensity Observation Date: [●] (ii) Net Carbon Intensity Threshold: [●] gCO_{2eq}/MJ
	(ii) Step Up Margin:	[●] per cent. per annum

PROVISIONS RELATING TO REDEMPTION

18	Call Option	[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i) Optional Redemption Date(s):	[●]
	(ii) Optional Redemption Amount(s) per Calculation Amount of each Note:	[[●] per Calculation Amount] [Make-Whole Amount]
	(iii) Redemption Margin: (*Only applicable to Make-Whole Amount redemption*)	[[●] per cent.] [Not Applicable]
	(iv) Reference Bond:	[*insert applicable reference bond*] [Not Applicable]

	(*Only applicable to Make-Whole Amount redemption*)	[[●]][Not Applicable]
	(v) Reference Dealers:	
	(*Only applicable to Make-Whole Amount redemption*)	
	(vi) If redeemable in part:	
	(a) Minimum Redemption Amount:	[●] per Calculation Amount
	(b) Maximum Redemption Amount:	[●] per Calculation Amount
	(vii) Notice period:[(5)]	[●]
19	Put Option	[Applicable/Not Applicable]
		(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(i) Optional Redemption Date(s):	[●]
	(ii) Optional Redemption Amount(s) of each Note:	[●] per Calculation Amount
	(iii) Notice period:[(5)]	[●]
20	Final Redemption Amount:	[●] per Calculation Amount
	(i) Calculation Agent responsible for calculating the Final Redemption Amount:	[●]
	(ii) Minimum Final Redemption Amount:	[●] per Calculation Amount
	(iii) Maximum Final Redemption Amount:	[●] per Calculation Amount
21	Early Redemption Amount	[●]
	Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default or other early redemption:	

GENERAL PROVISIONS APPLICABLE TO THE NOTES

22	Form of Notes	[Bearer Notes] [Temporary Global Note exchangeable [upon certification as to non-U.S. beneficial ownership] for a Permanent Global Note which is exchangeable for Definitive Notes on [●] days' notice/at any time/in the limited circumstances specified in the Permanent Global Note]* [Temporary Global Note exchangeable [upon certification as to non-U.S. beneficial ownership] for Definitive Notes on [●] days' notice]*

		[Permanent Global Note exchangeable [upon certification as to non-U.S. beneficial ownership] for Definitive Notes on [●] days, notice/at any time/in the limited circumstances specified in the Permanent Global Note]* [Registered Note ([●] nominal amount) registered in the name of a nominee for [a common depositary for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg]] **In relation to any issue of Notes exchangeable for Definitive Notes in accordance with this option, such Notes may only be issued in denominations equal to, or greater than, euro 100,000 (or equivalent) and integral multiples thereafter.* [Global Certificate registered in the name of a nominee for [a common depositary for Euroclear and Clearstream, Luxembourg/a common safekeeper for Euroclear and Clearstream, Luxembourg (that is, held under the NSS)]
	[In the case of Bearer Notes whether Bearer Notes in definitive form may be exchanged for Registered Notes in accordance with Condition 2(a) (*Exchanges of Exchangeable Bearer Notes and Transfers of Registered Notes – Exchange of Exchangeable Bearer Notes*):]	[Yes][No]
23	New Global Note:	[Yes][No]
24	Financial Centre(s) or other special provisions relating to payment dates:	[Not Applicable. (*Note that this paragraph relates to the date and place of payment, and not interest period end dates, to which subparagraph 15 (vi) relates*)
25	Talons for future Coupons to be attached to Definitive Notes:	[Yes/No.][6]

Signed on behalf of the Issuer:

By:

_____

Duly authorised

[6] Talons should be specified if there will be more than 26 coupons or if the total interest payments may exceed the principal due on early redemption.

PART B — OTHER INFORMATION

1	Listing and admission to trading	
	(i) Listing:	[The Official List of the Luxembourg Stock Exchange/None]
	(ii) Admission to trading:	[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [●]/[the regulated market of the Luxembourg Stock Exchange] with effect from [●].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [●].] [Not Applicable.] [The Notes will be consolidated and form a single Series with the existing issue of [●] [●] [●] per cent. Notes due [●], [●] on [●], [●].]
	(iii) Estimate of total expenses related to admission to trading	[●]
2	Ratings	
	Ratings:	[The Notes are unrated]/[The Notes to be issued have been rated: [Standard & Poor's: [●]] [Moody's: [●]] [Fitch: [●]] [[Other]: [●]]] (*The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating*.) [and endorsed by [insert details]][7] (*Include brief explanation of rating if this has previously been published by the rating provider*) [[Insert credit rating agency] is established in the [EU]/[UK] and is registered under [Regulation (EU) No 1060/2009]/[Regulation (EC) No 1060/2009 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018].] [[*Insert credit rating agency*] is not established in the [EU]/[UK] and has not applied for registration under [Regulation (EU) No 1060/2009]/[Regulation (EC) No 1060/2009 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018]].] [[*Insert credit rating agency*] is established in the [EU]/[UK] and has applied for registration under [Regulation (EU) No 1060/2009]/[Regulation (EC) No 1060/2009 as it forms part

[7] Insert this wording where one or more of the ratings included in the Final Terms has been endorsed by an EU registered credit rating agency for the purposes of Article 4(3) of the EU CRA Regulation.

of domestic law by virtue of the European Union (Withdrawal) Act 2018], although notification of the corresponding registration decision has not yet been provided by the relevant competent authority.]

[[*Insert credit rating agency*] is not established in the [EU]/[UK] and has not applied for registration under [Regulation (EU) No 1060/2009(the "**EU CRA Regulation**")]/[Regulation (EC) No 1060/2009 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**")]but the rating issued by it is endorsed by [insert endorsing credit rating agency] which is established in the EU and [is registered under the [EU/UK] CRA Regulation] [has applied for registration under the [EU/UK] CRA Regulation, although notification of the corresponding registration decision has not yet been provided by the relevant competent authority].]

[[*Insert credit rating agency*] is not established in the [EU]/[UK] and has not applied for registration under [Regulation (EU) No 1060/2009 (the "**EU CRA Regulation**")] /[Regulation (EC) No 1060/2009 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**")] but is certified in accordance with the [EU/UK] CRA Regulation.]

[[*Insert Credit Rating Agency*] is not established in the [EU]/[UK] and is not certified under [Regulation (EU) No. 1060/2009 (the "**EU CRA Regulation**")] /[Regulation (EC) No 1060/2009 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**")] and the rating given by it is not endorsed by a Credit Rating Agency established in the [EU]/[UK] and registered under the [EU/UK] CRA Regulation.]

[*Insert legal name of particular credit rating agency entity providing rating*] is established in the [UK]/[*insert*] and is [registered with the Financial Conduct Authority in accordance with] / [the rating it has given to the Notes is endorsed by [*UK-based credit rating agency*] registered with the FCA in accordance with] / [certified under] [the UK Credit Rating Agencies Regulation, as amended by the Credit Rating Agencies (Amendment etc.) (EU Exit) Regulations 2019]][8]

3 [Interests of Natural and Legal Persons involved in the [issue/offer]]

(Need to include a description of any interest, including a conflicting interest, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

[8] Insert for Notes which are admitted to trading on a regulated market within the EU/UK and which have been assigned a rating.

"So far as the Issuer is aware no member of the Group involved in the initial offer of the Notes has an interest material to such initial offer." [Amend as appropriate if there are other interests])

(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplemental to the Base Prospectus under Article 23 of the Prospectus Regulation)

4 Reasons for the offer, estimated net proceeds and total expenses

Reasons for the offer/use of proceeds:	[[●]/[See "Use of Proceeds" in Base Prospectus]
Estimated net proceeds:	[●]

5 Fixed Rate Notes only — YIELD
Indication of yield: [●] / [Not Applicable]

6 Historic interest rates (Floating Rates Notes only)

[Not Applicable] / [Details of historic [EURIBOR/SONIA/SOFR/€STR] rates can be obtained from [Reuters].]

[Amounts payable under the Notes will be calculated by reference to [EURIBOR/SONIA/SOFR/€STR] which is provided by [●]. [As at [●], [●] [appears/does not appear] on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Regulation (EU) 2016/1011 (the "**Benchmarks Regulation**").] [[As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmarks Regulation apply, such that as at [●] is not required to obtain authorisation or registration (or, if located outside the EU, recognition, endorsement or equivalence).][[As far as the Issuer is aware, [●] does not fall within the scope of the Benchmarks Regulation by virtue of Article 2 of the Benchmark Regulation] / [Not Applicable]

7 Operational information

Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes] [No]

[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be [deposited with one of the ICSDs as common safekeeper][or registered in the name of a nominee of one of the ICSDs acting as common safekeeper (that is, held under the NSS)] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.]

[No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be [deposited with one of the ICSDs as common safekeeper][(and registered in the name of a nominee of one of the ICSDs acting as common

		safekeeper)]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]
	ISIN:	[●]
	Common Code:	[●]
	CFI:	[[●], as set out on the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN] / [Not Applicable]
	FISN:	[[●] as set out on the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN] / [Not Applicable]
	Any clearing system(s) other than Euroclear Bank SA/NV and Clearstream Banking S.A. and the relevant identification number(s):	[Not Applicable/give name(s) and number(s) *[and address(es)]*]
	Delivery:	Delivery [against/free of] payment
	Names and addresses of additional Paying Agent(s) (if any):	[Not Applicable/give name(s) and number(s) *[and address(es)]*]
8	Distribution	
	(i) Method of distribution:	[Syndicated/Non-syndicated]
	(ii) If syndicated, names of Managers:	[Not Applicable/give names]
	(iii) Date of [Subscription] Agreement	[●]
	(iv) Stabilising Manager(s) (if any):	[Not Applicable/give name]
	(v) If non-syndicated, name of relevant Dealer:	[Not Applicable/give name]
	(vi) U.S. Selling Restrictions:	[Reg. S Compliance Category 2; TEFRA D/TEFRA C/TEFRA Not Applicable]

OVERVIEW OF CERTAIN SIGNIFICANT DIFFERENCES BETWEEN THE "RELAZIONE FINANZIARIA ANNUALE" AND THE "ANNUAL REPORT ON FORM 20-F"

Certain significant differences exist between the annual report on Form 20-F of the Issuer expressed in the English language filed with the U.S. Securities and Exchange Commission ("**SEC**") pursuant to the U.S. Securities Exchange Act of 1934 (the "**Annual Report on Form 20-F**"), and the Italian annual report of the Issuer expressed in the Italian language (the "**Relazione finanziaria annuale**") filed in accordance with Italian laws and listing requirements.

Annual Report on Form 20-F

The Annual Report on Form 20-F is prepared in accordance with International Financial Reporting Standards ("**IFRS**") as issued by International Accounting Standards Board which may differ in some respect from IFRS as adopted by the EU. Such differences are described in the section "Basis of preparation" in the Annual Report and in the *Relazione finanziaria annuale*.

The Annual Report on Form 20-F does not contain the section of the *Relazione finanziaria annuale* relating to the separate financial statements of the Issuer.

The Annual Report on Form 20-F includes the Reports of the Independent Auditors on the consolidated financial statements and on internal control over financial reporting (based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organisation of the Treadway Commission (the "**COSO criteria**")), both issued in accordance with the standards of the Public Company Accounting Oversight Board (United States).

The Annual Report on Form 20-F does not contain certain other information, such as the report of the *Collegio Sindacale* (the Board of Statutory Auditors) on the separate financial statements of the parent company and certain attachments to the consolidated financial statements, relating to the changes in the Issuer's consolidation during the year.

Auditing Standards applied to Audit Reports to the Issuer's Annual Report on Form 20-F

PricewaterhouseCoopers SpA with reference to the financial years ended on 31 December 2021 and 31 December 2022, conducted an integrated audit in accordance with the standards of the US Public Company Accounting Oversight Board (the "**PCAOB**"). Those standards require that the Independent Auditor obtain reasonable, rather than absolute, assurance that the consolidated financial statements are free of material misstatement, whether caused by error or fraud, and that the Company maintained, in all material respects, effective internal control over financial reporting as of the date specified in management's assessment. Accordingly, PricewaterhouseCoopers SpA also has audited, in accordance with the standards of the PCAOB, the Issuer's internal control over financial reporting as at 31 December 2021 and 31 December 2022, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework).

There are certain requirements in PCAOB standards that are not in the International Standards on Auditing (ISA) and vice versa. Principal differences relate to the following:

- documentation of audit procedures. PCAOB standards are more prescriptive compared to that of ISA.
- going concern considerations. PCAOB standards define the going concern period as one year from the date of the fiscal year being audited. ISA's going concern period is at least one year but not limited only to one year.

- internal control over financial reporting. PCAOB standards require that company management implement effective internal controls over financial reporting as defined in Exchange Act Rules 13a-15(f). ISA does not have these requirements explicitly expressed in their standards, although still require the auditor to test internal controls to make sure they are sufficient and functional.
- use of another auditor. ISA does not permit the auditor's report on the group financial statements to make reference to a component auditor unless required by law or regulation to include such reference. PCAOB standards permit the auditor, in the auditor's report on the group financial statements, to make reference to the audit of a component auditor.
- audit conclusion and reporting. Under ISA the auditor is required to communicate in its audit report those matters that, in the auditor's professional judgment, were of most significance in the audit of the financial statements (key audit matters). PCAOB standards require the auditor to communicate critical audit matters effective for audits of fiscal years ending on or after 30 June 2019 for large accelerated filers such as the Issuer.

GENERAL INFORMATION

(1) The Issuer has obtained all necessary consents, approvals and authorisations in connection with the amending and updating of the Programme. The establishment, amending and updating of the Programme was authorised by resolutions of the Board of Directors of the Issuer passed on 22 September 1999, 18 October 2000, 17 October 2001, 31 July 2002, 17 September 2003, 21 September 2005, 11 October 2006, 7 June 2007, 30 July 2009, 15 March 2012, 12 March 2015, 5 April 2018, and 29 April 2021.

(2) Save as disclosed in the sections entitled "Outlook", "Other information", "Subsequent Events" at pages 47, 48 and 89, respectively, of the Eni's Unaudited Interim Financial Statements as of 30 June 2023 incorporated by reference herein, and at page 126 of this Base Prospectus, there has been no significant change in the financial performance or financial position of the Issuer or of the Group since 30 June 2023 and no material adverse change in the prospects of the Issuer or of the Group since 31 December 2022.

(3) Save as disclosed in the section entitled "Legal Proceedings" in the Annual Report ended 31 December 2022 of the Issuer and the Unaudited Interim Financial Statements ended 30 June 2023 of the Issuer, each incorporated by reference herein, as set out respectively on pages 63 and 64 (respectively) of this Base Prospectus, neither the Issuer nor any of its consolidated subsidiaries is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) during the 12 months preceding this Base Prospectus which may have or have had significant adverse effects in the context of the issue of the Notes on the financial position of the Group.

(4) Neither the Issuer nor any of its consolidated subsidiaries has, since 31 December 2022, entered into any contracts outside the ordinary course of business that could have a material adverse effect on the ability of the Issuer to meet its obligations under Notes issued under the Programme.

(5) Certain of the Dealers and their respective affiliates, including parent companies, engage and may in the future engage in lending, advisory, investment banking, corporate finance services and other related transactions with the Issuer, the companies of the Group and its affiliates and with companies involved directly or indirectly in the sectors in which the Issuer operates and may perform services for them, in each case in the ordinary course of business. Certain of the Dealers and their affiliates (including parent companies) may have positions, deal or make markets in the Notes issued under the Programme, related derivatives and reference obligations including (but not limited to) entering into hedging strategies on behalf of the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities. In addition, in the ordinary course of their business activities, the Dealers and their affiliates, including parent companies, 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, or the Issuer's affiliates. Certain of the Dealers or their affiliates (including parent companies) that 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 their affiliates (including parent companies) would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates (including parent companies) 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.

(6) Each Bearer Note having a maturity of more than one year, and any Coupon or Talon with respect to such a Bearer Note will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code".

(7) Notes have been accepted for clearance through the Euroclear and Clearstream, Luxembourg, systems. The Common Code and the International Securities Identification Number (ISIN) (and (when applicable) the identification number for any other relevant clearing system) for each Series of Notes will be set out in the relevant Final Terms.

The issue price and the amount of the relevant Notes will be determined, before filing of the relevant Final Terms of each Tranche, based on then prevailing market conditions.

The address of Euroclear is 1 Boulevard du Roi Albert II, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg, is 42 Avenue JF Kennedy, L-1855 Luxembourg. The address of any alternative clearing system will be specified in the applicable Final Terms.

(8) Copies of this Base Prospectus may be obtained free of charge on the website of the Luxembourg Stock Exchange (*https://www.luxse.com/programme/Programme-ENI/12182*) and of the Issuer (https://www.eni.com/en-IT/investors/dcm-documents.html). Copies of the English version of the consolidated audited annual financial statements, as contained in the Annual Report on Form 20-F of the Issuer as at 31 December 2021 and the Annual Report on Form 20-F of the Issuer as at 31 December 2022, copies of the English versions of the by-laws and articles of association of the Issuer, copies of the English language version of the Unaudited Interim Financial Statements of the Issuer for the six months ended 30 June 2022 and 2023 may be obtained from the website of the Issuer at https://www.eni.com/en_IT/ and at the specified offices at the relevant addresses indicated on the back cover page of this Base Prospectus of each of the Paying Agents during normal business hours, so long as any of the Notes is outstanding; copies of the Agency Agreement and the Deed of Covenant may be obtained from the website of the Issuer (https://www.eni.com/en-IT/investors/dcm-documents.html) and at the specified offices at the relevant addresses indicated on the back cover page of this Base Prospectus of each of the Paying Agents during normal business hours, so long as any of the Notes is outstanding.

(9) Copies of the Sustainability-Linked Financing Framework approved by the Issuer and the Sustainability-Linked Financing Framework Second-party Opinion issued in respect thereof are available on the website of the Issuer at https://www.eni.com/en_IT/.

(10) PricewaterhouseCoopers SpA (authorised and regulated by the Ministry of Economy and Finance registered on the special register of accounting firms held by the Ministry of Economy and Finance) succeeded EY S.p.A. as independent auditors of the Issuer with effect from 14 May 2019, having been appointed at the shareholders' meeting of the Issuer held on 10 May 2018. PricewaterhouseCoopers SpA has audited and issued an unqualified report on the consolidated financial statements of the Issuer as of and for the years ended 31 December 2021 and 31 December 2022, as incorporated by reference in this Base Prospectus.

(11) In compliance with the requirements of the Luxembourg Stock Exchange, this Base Prospectus is and, in the case of Notes listed on the Official List and admitted to trading on the regulated market of the Luxembourg Stock Exchange, the relevant Final Terms will also be, available on the website of the Luxembourg Stock Exchange (*www.luxse.com*).

(12) In relation to Fixed Rate Notes only, the yield indicated in the relevant Final Terms will be calculated at the relevant Issue Date on the basis of the relevant Issue Price. It will not be an indication of future yield.

(13) The Legal Entity Identifier (LEI) of the Issuer is BUCRF72VH5RBN7X3VL35.

(14) As of the date of this Base Prospectus, the Issuer's long-term credit rating by Standard & Poor's is "A-", by Moody's is "Baa1" and by Fitch is "A-".

(15) The website of the Issuer is https://www.eni.com/en_IT/. The information on https://www.eni.com/en_IT/ does not form part of this Base Prospectus, except where that information has been incorporated by reference into this Base Prospectus. Other than the information incorporated by reference, the content of the Issuer's website has not been scrutinised or approved by the competent authority.

(16) Any information contained in any other website specified in this Base Prospectus does not form part of this Base Prospectus, except where that information has been incorporated by reference into this Base Prospectus.

REGISTERED OFFICE OF THE ISSUER

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