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INTESA SANPAOLO S.p.A.

(incorporated as a società per azioni in the Republic of Italy)

WARRANTS AND CERTIFICATES PROGRAMME IMI CIB

Under the terms of its Warrants and Certificates Programme IMI CIB (the "**Programme**"), Intesa Sanpaolo S.p.A. ("**Intesa Sanpaolo**" or the "**Issuer**" or the "**Bank**") may from time to time issue warrants or covered warrants (respectively, "**Warrants**" and "**Covered Warrants**", and together, save as otherwise specified in this Programme, "**Warrants**") or certificates ("**Certificates**" and, together with the Warrants, "**Securities**") relating to one or more specified indices or one or more baskets of indices, provided that any of such indexes will not be composed by the Issuer or by any legal entity belonging to the same group ("**Index Securities**"), one or more specified shares or one or more baskets of shares or one or more global depository receipts (GDRs) or American depository receipts (ADRs) or one or more baskets of GDRs and/or ADRs (together, "**Share Securities**"), one or more specified exchange rates or one or more baskets of exchange rates ("**Exchange Rate Securities**"), one or more specified future contracts or one or more baskets of future contracts ("**Futures Contract Securities**"), one or more specified interest rates or one or more baskets of interest rates ("**Interest Rate Securities**"), one or more specified funds or one or more baskets of funds ("**Fund Securities**"), one or more specified commodities or one or more baskets of commodities ("**Commodity Securities**"), one or more specified government bonds or one or more baskets of government bonds or one or more supranational bonds or one or more baskets of supranational bonds or the yield of one or more specified government/supranational bonds or the yield of one or more baskets of government/supranational bonds ("**Govies Securities**"). The Securities may also be a combination of two or more of the foregoing types, as indicated from time to time in relation to the relevant issue ("**Combined Securities**"). Each issue of Securities will be made on the terms set out herein which are relevant to such Securities under "*Terms and Conditions of the Securities*" (the "**Conditions**") and in the form of the relevant final terms document (the "**Final Terms**"). Securities may be issued in bearer form ("**Bearer Securities**") or registered form ("**Registered Securities**"). Securities may also be issued in bearer, uncertificated and dematerialised book-entry form in accordance with the applicable provisions of the Italian law, regulations and operating procedures applicable to and/or issued by the relevant Italian central securities depository ("**Italian Dematerialised Securities**").

Application has been made to the *Commission de Surveillance du Secteur Financier* (the "**CSSF**") in its capacity as competent authority under the *loi relative aux prospectus pour valeurs mobilières* dated 16 July 2019 as amended (the "**Prospectus Law 2019**"), which implements the Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017, as amended (the "**Prospectus Regulation**") to approve this document as a base prospectus.

This Base Prospectus has been approved by the CSSF, as competent authority under the Prospectus Regulation. 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 securities that are the subject of this Base Prospectus; investors should make their own assessment as to the suitability of investing in the Securities. The CSSF gives no undertaking as to the economic and financial soundness of the transaction or the quality or solvency of the Issuer in line with the provisions of Article 6 (4) of the Prospectus Law 2019.

Application has also been made to the Luxemburg Stock Exchange for Securities issued under the Programme to be (i) listed on the official list of the Luxembourg Stock Exchange (the "**Official List**") and (ii) admitted to trading on the Luxembourg Stock Exchange's regulated market (the "**Luxembourg Stock Exchange Regulated Market**") (including the professional segment of the regulated market of the Luxembourg Stock Exchange) and the multilateral trading facilities, EuroMTF, of the Luxembourg Stock Exchange (the "**EuroMTF**") (including the professional segment of the Euro MTF). The Luxembourg Stock Exchange Regulated Market is a regulated market for the purposes of the Directive 2014/65/EU, as amended (the "**MiFID II**"). The EuroMTF is not a regulated market for the purposes of MiFID II, but it is subject to the supervision of the CSSF.

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The CSSF has neither reviewed nor approved any information in this Base Prospectus concerning the Securities admitted to trading on the EuroMTF. The CSSF assumes therefore no responsibility in relation to the issues of Securities admitted to trading on the EuroMTF.

The Programme provides that Securities may be listed or admitted to trading, as the case may be, on such further or other stock exchanges or markets as the Issuer may determine. The applicable Final Terms will specify whether or not Securities are to be listed on the Luxembourg Stock Exchange and/or any other stock exchange(s). The Issuer may also issue unlisted Securities and/or Securities not admitted to trading on any market.

Prospective purchasers of Securities should ensure that they understand the nature of the relevant Securities and the extent of their exposure to risks and that they consider the suitability of the relevant Securities as an investment in the light of their own circumstances and financial condition. Securities involve a high degree of risk, including the risk of their expiring worthless. Potential investors should be prepared to sustain a loss of all or part of the purchase price of their Securities. It is the responsibility of prospective purchasers to ensure that they have sufficient knowledge, experience and professional advice to make their own legal, financial, tax, accounting and other business evaluation of the merits and risks of investing in the Securities and are not relying on the advice of the Issuer or, if relevant, any Manager in that regard. See Section "*Risk Factors*". The language of the prospectus is English. Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law.

IMPORTANT – RETAIL INVESTORS - If the Final Terms in respect of any Securities includes a legend entitled "Prohibition of Sales to Retail Investors", the Securities 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 either in the European Economic Area (the "**EEA**") or in one or more specified jurisdictions in the EEA, and/or in one or more specified jurisdictions outside 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 ("**MiFID II**"); or (ii) a customer within the meaning of Directive 2016/97/EU ("**IDD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation; or (iv) a retail client within the meaning of any equivalent definition under the applicable legislation of the specified jurisdiction outside the EEA. Consequently no key information document required by Regulation (EU) No 1286/2014 as amended (the "**PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the EEA and/or in the specified jurisdiction(s) only has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA and/or in the specified jurisdiction(s) only may be unlawful under the PRIIPS Regulation.

Amounts payable under the Securities may be calculated or otherwise determined by reference to one or more underlyings that may constitute "benchmarks" for the purposes of Regulation (EU) No. 2016/1011 of the European Parliament and of the Council of 8 June 2016 (the "**Benchmark Regulation**" or "**BMR**"). If any such underlying does constitute such a benchmark the applicable final terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ("**ESMA**") pursuant to Article 36 of the BMR. Not every underlying will fall within the scope of the Benchmark Regulation. Furthermore, pursuant to article 51 of the BMR, transitional provisions in the Benchmark Regulation may have the result that the administrator of a particular benchmark (i.e. a benchmark which has been recognised as critical benchmark or a benchmark whose administrator is based in a non-EU jurisdiction and does not satisfy the "equivalence" conditions (according to Article 30 of the BMR) or is not"recognised" pending such a equivalence decision (according to Article 32 of the BMR) or is not "endorsed" for such purpose (according to Article 33 of the BMR)) is not required to appear in the register of administrators and benchmarks at the date of the applicable final terms. The registration status of any administrator under the BMR is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the applicable final terms to reflect any change in the registration status of the administrator. Amounts payable under the Securities may be calculated by reference to EURIBOR, which is provided by the European Money Markets Institute ("**EMMI**") and LIBOR, which is provided by ICE Benchmark Administration Limited ("**ICE**"). At the date of this Base Prospectus, each of EMMI and ICE has been authorised as a regulated benchmark administrator pursuant to Article 34 of the BMR and appears on the public register of administrators established and maintained by the ESMA pursuant to Article 36 of the BMR.

The Securities and, in case of Physical Delivery Securities, the Entitlement (as defined herein) to be delivered upon the exercise of such Securities, have not been, and will not be registered under the U.S. Securities Act of 1933, as

amended (the "**Securities Act**") or with any securities authority of any State or other jurisdiction of the U.S., and trading in the Securities has not been approved by the Commodity Futures Trading Commission (the "**CFTC**") under the United States Commodity Exchange Act of 1936, as amended (the "**Commodity Exchange Act**"). The Securities and the Entitlements may not be offered, sold, pledged or otherwise transferred, directly or indirectly, within the United States or to a U.S. person unless such offer or sale has been registered under the Securities Act or pursuant to an exemption from, or a transaction not subject to, the registration requirements of the Securities Act.

The Securities and the Entitlements are being offered and sold outside the U.S. to persons that are not U.S. persons (as defined in Regulation S ("**Regulation S**") under the Securities Act) in reliance on Regulation S. No Securities of any series, or interests therein, or Entitlements may at any time be offered, sold, resold, traded, pledged, exercised, redeemed, transferred or delivered, directly or indirectly, in or into the United States or to, or for the account or benefit of, any U.S. person and any offer, sale, resale, trade, pledge, exercise, redemption, transfer or delivery made, directly or indirectly, within the United States or to, or for the account or benefit of, a U.S. person will not be recognised. The Securities and Entitlements may not be legally or beneficially owned at any time by any U.S. person. For a description of certain further restrictions on offers and sales of the Securities and on the distribution of this Base Prospectus, see "*Offering and Sale*" below.

The Securities have not been approved or disapproved by the U.S. Securities and Exchange Commission, any State securities commission in the United States or any other U.S. regulatory authority, nor has any of the foregoing authorities passed upon or endorsed the merits of the offering of Securities or the accuracy or the adequacy of this Prospectus. Any representation to the contrary is a criminal offence in the United States.

This Base Prospectus is valid for a period of twelve months from the date of its approval. For the avoidance of doubt, the Issuer shall have no obligation to supplement this Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies when this Base Prospectus is no longer valid.

The date of this Base Prospectus is 12 June 2020.

IMPORTANT NOTICES

This Base Prospectus comprises a base prospectus for the purposes of Article 8 of the Prospectus Regulation.

The Issuer (the Responsible Person) accepts responsibility for the information contained in this Base Prospectus. To the best of the knowledge of the Issuer (having taken all reasonable care to ensure that such is the case), the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

Subject as provided in the applicable Final Terms, the only persons authorised to use this Base Prospectus in connection with an offer of Securities are the Issuer, the persons named in the applicable Final Terms as the relevant Manager(s) and the persons named in or identifiable following the applicable Final Terms as the Financial Intermediaries, as the case may be.

This Base Prospectus is to be read and construed in conjunction with any supplement hereto and with all documents which are deemed to be incorporated herein by reference (see "*Documents Incorporated by Reference*" below) and, in relation to any Securities, should be read and construed together with the applicable Final Terms. This Base Prospectus shall be read and construed on the basis that such documents are incorporated and form part of this Base Prospectus.

A description of the Final Terms is set out herein at Section "*Form of Final Terms*" and will specify with respect to the issue of Securities to which it relates, *inter alia*, the specific designation of the Securities, the aggregate number and type of the Securities, the date of issue of the Securities, the issue price, the credit event of the specified entity or entities to which the Certificates relate, certain other terms relating to the offering and sale of the Securities including whether they bear remuneration and the exercise date.

The applicable Final Terms will (if applicable) contain information relating to the underlying asset, index or other item(s) (each an Underlying) to which the Securities relate and which is contained in such Final Terms. However, unless otherwise expressly stated in the applicable Final Terms, any information contained therein relating to an Underlying will only consist of extracts from, or summaries of, information contained in financial and other information released publicly by the issuer, owner or sponsor, as the case may be, of such Underlying. The Issuer will, unless otherwise expressly stated in the applicable Final Terms, confirm that such extracts or summaries have been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by the issuer, owner or sponsor, as the case may be, of such Underlying, no facts have been omitted that would render the reproduced inaccurate or misleading, but the Issuer does not accept any further or other responsibility in respect of such information.

As specified in the applicable Final Terms, each issue of Securities will entitle the holder thereof to receive a cash amount, or in the case of Physical Delivery Securities, the Entitlement to be delivered upon the exercise of such Securities from the Issuer calculated in accordance with the Conditions on such terms as are set out in the Conditions, all as set forth in the Conditions.

To purchase any Security or, upon exercise of Physical Delivery Securities, in order to receive the relevant Entitlement, each Securityholder will be required to certify (in accordance with the provisions outlined in "Offering and Sale" below) that it is not a U.S. person or a person who has purchased such Security or received such Entitlement for resale to, or for the account or benefit of, U.S. persons and that it is not receiving such Security or exercising a Physical Delivery Security on behalf, or for the account or benefit, of a U.S. person.

Copies of Final Terms will be available from the registered office of the Issuer and, in respect of Securities which are not Italian Dematerialised Securities, also from the specified offices set out below of the Security Agents (as defined below).

No person is or has been authorised by the Issuer to give any information or to make any representation not contained in or not consistent with this Base Prospectus or in the Final Terms or any other information supplied in connection with the Programme or the Securities and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any other manager of an issue of Securities (each a Manager).

No Manager has independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by any Manager as to the accuracy or completeness of the information contained or incorporated in this Base Prospectus or any other information provided by the Issuer in connection with the Programme.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or the Securities (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by the Issuer that any recipient of this Base Prospectus or any other information supplied in connection with the Programme or any Securities should purchase any Securities. Each investor contemplating purchasing any Securities should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Base Prospectus nor any other information supplied in connection with the Programme or the issue of any Securities constitutes an offer or an invitation by or on behalf of the Issuer to any person to subscribe for or to purchase any Securities.

Neither the delivery of this Base Prospectus or any Final Terms nor the offering, sale or delivery of any Securities shall in any circumstances imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same or that there has been no material adverse change in the prospects of the Issuer since the date thereof or, if later, the date upon which this Base Prospectus has been most recently amended or supplemented. Investors should review, inter alia, the most recently published documents incorporated by reference into this Base Prospectus when deciding whether or not to purchase any Securities.

Warrants create options which are exercisable by the relevant holder and/or will be automatically exercised as provided herein. There is no obligation on the Issuer to pay any amount to any holder of a Warrant or to deliver any asset to any holder of a Warrant unless the relevant holder duly exercises such Warrant or such Securities are automatically exercised and, in certain circumstances, an Exercise Notice is duly delivered. Securities will be exercised or exercisable in the manner set forth herein and in the applicable Final Terms.

Bearer Securities 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 United States persons, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 as amended (the "Code") and the U.S. Treasury regulations promulgated thereunder.

IMPORTANT INFORMATION RELATING TO THE USE OF THIS BASE PROSPECTUS AND OFFERS OF SECURITIES GENERALLY

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Securities in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and the offer or sale of Securities may be restricted by law in certain jurisdictions. The Issuer does not represent that this Base Prospectus may be lawfully distributed, or that any Securities 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 assume any responsibility for facilitating any such distribution or offering. In particular, unless specifically indicated to the contrary in the applicable Final Terms, no action has been taken by the Issuer

which is intended to permit a public offering of any Securities or distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, no Securities or Entitlements may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Securities may come must inform themselves about, and observe, any such restrictions on the distribution of this Base Prospectus and the offering and sale of Securities. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Securities or Entitlements in the United States or its possession and the European Economic Area (including Luxembourg, Austria, Croatia, Ireland, Republic of Italy, Hungary, Slovak Republic, Slovenia and Spain) (see "*Offering and Sale*").

The Securities of each issue may be sold by the Issuer and/or any Manager at such time and at such prices as the Issuer and/or the Manager(s) may select. There is no obligation upon the Issuer or any Manager to sell all of the Securities of any issue. The Securities of any issue may be offered or sold from time to time in one or more transactions in the over-the-counter market or otherwise at prevailing market prices or in negotiated transactions, at the discretion of the Issuer.

This Base Prospectus has been prepared on the basis that, except to the extent sub-paragraph (ii) below may apply, any offer of Securities in any Member State of the European Economic Area (each, a Relevant Member State) will be made pursuant to an exemption under the Prospectus Regulation, from the requirement to publish a prospectus for offers of Securities. Accordingly any person making or intending to make an offer in that Relevant Member State of Securities which are the subject of an offering contemplated in this Base Prospectus as completed by the Final Terms in relation to the offer of those Securities may only do so (i) in circumstances in which no obligation arises for the Issuer or any Manager to publish a prospectus pursuant to Article 3(1) of the Prospectus Regulation or publish a supplement to a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer, or (ii) if a prospectus for such offer has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State and (in either case) published, all in accordance with the Prospectus Regulation, provided that any such prospectus has subsequently been completed by final terms which specify that offers may be made other than pursuant to Article 1(4) of the Prospectus Regulation in that Relevant Member State, such offer is made in the period beginning and ending on the dates specified for such purpose in such prospectus or final terms, as applicable and the Issuer has consented in writing to its use for the purpose of such offer. Except to the extent sub-paragraph (ii) above may apply, neither the Issuer nor any Manager have authorised, nor do they authorise, the making of any offer of Securities in circumstances in which an obligation arises for the Issuer or any Manager to publish or supplement a prospectus for such offer.

In connection with the issue of any Securities, the person or persons (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot Securities or effect transactions with a view to supporting the market price of the Securities at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the final terms of the offer of the relevant Securities is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Securities and 60 days after the date of the allotment of the relevant Securities. Any stabilisation action or over-allotment must be conducted by the relevant Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in accordance with all applicable laws and rules.

PROSPECTIVE INVESTORS ARE HEREBY NOTIFIED THAT: (A) ANY TAX DISCUSSION CONTAINED OR REFERRED TO IN THIS BASE PROSPECTUS IS NOT INTENDED TO BE

RELIED UPON BY PROSPECTIVE INVESTORS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON THEM UNDER THE INTERNAL REVENUE CODE; AND (B) PROSPECTIVE INVESTORS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISER.

All references to "USD", "U.S.$", "$", "US Dollars", "US dollars" and "U.S. dollars" are to United States dollars and references to "euro", "EUR" and "€" are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

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GENERAL DESCRIPTION OF THE PROGRAMME

The following general description of the programme does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Securities, the applicable Final Terms. The Issuer may determine that Securities shall be issued in a form other than that contemplated in the Terms and Conditions, in which case, in relation to listed Securities only and if appropriate, a supplement to this Base Prospectus will be published.

*This description constitutes a general description of the Programme for the purposes of Article 25 of Commission Delegated Regulation (EU) No. 2019/980 (the "**Prospectus Commission Delegated Regulation**") supplementing the Prospectus Regulation.*

Words and expressions defined in the Terms and Conditions of the Securities and in the remainder of this Base Prospectus shall have the same meanings in this general description.

Issuer:	Intesa Sanpaolo S.p.A.
Description:	Warrants and Certificates Programme IMI CIB
Certain Restrictions:	Each issue of Securities denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see "*Offering and Sale*").
Principal Security Agent, Registrar and Luxembourg Listing Agent:	BNP Paribas Securities Services, Luxembourg Branch
Calculation Agent:	The Issuer or such other calculation agent specified in the applicable Final Terms.
Settlement Currencies:	Euro, U.S. dollars or any other currency or currencies selected by the Issuer or any Manager, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. The Issuer may issue Securities in respect of which the Cash Settlement Amount and/or Early Redemption Amounts and/or Remuneration Amounts may be payable, as specified in the applicable Final Terms, in one or more currencies (**Settlement Currency** as specified in the applicable Final Terms) which may be different from the currency in which the Issue Price was denominated (**Issue Currency** as specified in the applicable Final Terms) (**Dual Currency Securities**).
Issue Price:	Certificates may be issued at such price as shall be determined by the Issuer or any Manager appointed in respect of the issue subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. The Issue Price will be specified in the applicable Final Terms. If the applicable Final Terms will provide for the Discount Price, the Issue Price will be considered in order to calculate the Multiplier.
Offer Price:	Certificates may be offered at such price as specified in the applicable Final Terms (the Offer Price). The Offer Price may be equal to the Issue Price, or such other price as specified in the applicable Final Terms.
Discount Price:	The initial price at which the Certificates will be traded on the

market may be determined on the basis of the Discount Price specified in the applicable Final Terms. The Discount Price will be lower than the Issue Price. The Discount Price will be applicable only in relation to Certificates to be admitted to listing and/or trading without prior offer.

Purchase Price: The Digital Certificates may be subscribed by the investor in an exempt offer at the Purchase Price, if so specified in the applicable Final Terms. The Purchase Price will be lower than the Issue Price.

Premium: Warrants may be issued at such price (premium) as shall be determined by the Issuer or any Manager appointed in respect of the issue subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. The Premium will be specified in the applicable Final Terms.

Form of Securities:

Bearer Securities

Each issue of Bearer Securities will, on issue, be represented by either a Temporary Global Security or a Permanent Global Security as indicated in the applicable Final Terms. The Temporary Global Security will be exchangeable either, in accordance with its terms, for a Permanent Global Security or for Definitive Securities. The Permanent Global Security will be exchangeable in limited circumstances for Definitive Securities. Each Temporary Global Security and each Permanent Global Security will be held by a common depository on behalf of Euroclear and Clearstream, Luxembourg.

Registered Securities

Registered Securities will be represented by definitive registered certificates registered in the name of the beneficial owner thereof ("**Registered Certificates**") and/or a registered certificate in global form (a "**Global Registered Certificate**") which will be registered in the name of a nominee for a common depositary for Euroclear and Clearstream, Luxembourg or in any clearing system specified in the applicable Constituting Instrument. Definitive Exchangeable Bearer Securities will be exchangeable for definitive Registered Securities only if and to the extent so specified in the relevant Final terms. Registered Securities will not be exchangeable for Bearer Securities or an interest therein.

Italian Dematerialised Securities

Italian Dematerialised Securities will be issued in bearer (*al portatore*), uncertificated and dematerialised book-entry form into Monte Titoli S.p.A. (with registered office and principal place of business at Piazza degli Affari 6, 20123 Milan, Italy, or any successor clearing system thereto) ("**Monte Titoli**") pursuant to Italian legislative decree no. 58/1998, as amended and implemented and subsequent implementing provisions ("**Italian Dematerialised Securities**"). Italian Dematerialised Securities will not be issued in definitive form. However, the holder still has the right to obtain the release of the certificate pursuant to articles 83-*quinquies* and 83-*novies*, paragraph 1, letter b), of the Italian legislative decree no. 58/1998 as amended and integrated by subsequent implementing provisions.

Type of Securities:	The Issuer may issue Warrants or Certificates (together, **Securities**) including Index Securities, Share Securities, Exchange Rate Securities, Futures Contract Securities, Fund Securities, Interest Rate Securities, Commodities Securities, Govies Securities and Combined Securities, as specified below. Remuneration Amount(s) may be payable in respect of Securities, if so specified in the applicable Final Terms. Warrants may be European Style Warrants or American Style Warrants.
Settlement:	Settlement will be by cash payment (**Cash Settled Securities**) or physical delivery (**Physical Delivery Securities**). The method of settlement will be specified in the applicable Final Terms or it will be subject to the occurrence of a specific event (e.g. the Barrier Event). Settlement of Italian Dematerialised Securities shall be by way of cash payment only.
How the value of the investment in the Securities is affected by the value of the underlying assets:	The Cash Settlement Amount, the Entitlement, the Early Redemption Amount (if any) and any Remuneration Amount (if any) due under the Securities may be affected by the value of the underlying asset(s) specified in the applicable Final Terms and will depend on the the type of Securities issued, as specified in Condition 24 "*Pay-out provisions*".
Index Securities:	The amounts in respect of Index Securities will be calculated by reference to one or more index or basket of indices or one or more baskets of baskets of indices, provided that any of such indexes will not be composed by the Issuer or by any legal entity belonging to the same group.
Share Securities (including GDRs/ADRs Securities):	The amounts in respect of Share Securities will be calculated by reference to one or more share or basket of shares or one or more baskets of baskets of shares or to one or more GDRs/ADRs or baskets of GDRs/ADRs or one or more baskets of baskets of GDRs/ADRs. The Entitlement in respect of Physical Delivery Share Securities will be a specified amount of shares of one or more companies or an amount of GDRs/ADRs of one or more issuer of GDRs/ADRs, as applicable, subject to payment of the relevant Premium (in the case of Warrants) and any other sums payable. The Share used as underlying will not: – issued by the Issuer nor by an entity belonging to the group of the Issuer, and / or – be converted or exchanged into shares or other transferable securities equivalent to shares issued by the Issuer or by an entity belonging to the group of that Issuer.
Exchange Rate Securities:	The amounts in respect of Exchange Rate Securities will be calculated by reference to one or more exchange rate or basket of exchange rates or one or more baskets of baskets of exchange rates.

Futures Contract Securities: The amounts in respect of Futures Contract Securities will be calculated by reference to one or more future contract or a basket of future contracts or one or more baskets of baskets of future contracts.

The Entitlement in respect of Physical Delivery Futures Contract Securities will be a specified amount of futures contracts, subject to payment of the relevant Premium (in the case of Warrants) and any other sums payable.

Interest Rate Securities: The amounts in respect of Interest Rate Securities will be calculated by reference to one or more interest rate or a basket of interest rates or one or more baskets of baskets of interest rates.

Commodity Securities: The amounts in respect of Commodity Securities will be calculated by reference to one or more commodity or a basket of commodities or one or more baskets of baskets of commodities.

The Entitlement in respect of Physical Delivery Commodity Securities will be a specified amount of commodities, subject to payment of the relevant Premium (in the case of Warrants) and any other sums payable.

Govies Securities: The amounts in respect of Govies Securities will be calculated by reference to:

- one or more government or supranational bonds or a basket of government or supranational bonds or one or more baskets of baskets of government or supranational bonds;
- the yield of one or more government or supranational bonds or the yield of a basket of government or supranational bonds or one or more baskets of baskets of government or supranational bonds.

Fund Securities: The amounts in respect of Fund Securities will be calculated by reference to units or shares in one or more fund or a basket of funds or one or more baskets of baskets of funds.

The Entitlement in respect of Physical Delivery Fund Securities will be a specified amount of fund shares or units, subject to payment of the relevant Premium (in the case of Warrants) and any other sums payable.

Combined Securities: The amounts in respect of Combined Securities will be calculated by reference to an Underlying which may be different from the Underlying which will be relevant for the calculation of other amounts in relation to the same issue. In particular, in a Series with two or more financial assets as Underlying, the Issuer may choose, as indicated in the relevant Final Terms, to consider some Underlyings only for the purposes of the calculation of one or more Remuneration Amount(s) and not for the purposes of the calculation of the Cash Settlement Amount and/or the Early Redemption Amount. In addition, where the applicable Final Terms provide more Remuneration Amount(s), they may be calculated by reference to a different Underlying in respect of each valuation period. Furthemore, as indicated in the relevant Final Terms, the Cash Settlement Amount when the Barrier Event has not occurred, may be calculated by reference to an Underlying which may be different from the Underlying which will be relevant

for the calculation of the same Cash Settlement Amount when the Barrier Event has occurred.

Exercise of Certificates:

Each Certificate shall be automatically exercised on the Exercise Date, unless an Early Redemption Event occurred (if applicable), or a Call Option is exercised by the Issuer (if applicable), or a Put Option is exercised by the investor (if applicable), or an Open End Feature is applicable (in case of Benchmark Certificates), as specified in the relevant Final Terms.

In relation to Certificates that qualify as eligible liabilities, the early exercise of such Certificates is subject to compliance with the then applicable MREL Requirements.

In the case of Certificates listed on the regulated market of jurisdictions other than Luxembourg, Securityholders may be entitled to waive the automatic exercise in accordance with the specific requirements of such regulated market, as specified in the applicable Final Terms.

Exercise of Warrants:

European Style Warrants are only exercisable on the Exercise Date or, if such day is not an Exercise Business Day, the immediately succeeding Exercise Business Day (the **Actual Exercise Date** and the **Expiration Date**). Only in case of Warrants to be admitted to listing and/or trading without prior offer, the relevant Final Terms may specify an Early Redemption Event.

American Style Warrants are exercisable on any Exercise Business Day during the Exercise Period (with the last Exercise Business Day of the Exercise Period being (the **Expiration Date**). Only in case of Warrants to be admitted to listing and/or trading without prior offer, the relevant Final Terms may specify an Early Redemption Event.

If Automatic Exercise is not specified in the applicable Final Terms, any Warrant which has not been duly exercised by the relevant Securityholder, at or prior to 10.00 a.m., Brussels or Luxembourg time, as the case may be, on the Expiration Date shall become void.

If Automatic Exercise is specified in the applicable Final Terms, any Warrant which has not been duly exercised by the relevant Securityholder, at or prior to 10.00 a.m., Brussels or Luxembourg time, as the case may be, on the Expiration Date and which is, in the determination of the Calculation Agent, "In-The-Money" shall be automatically exercised on the Expiration Date. In the case of Italian Traded Warrants, automatic exercise can be waived by serving a Renouncement Notice, which shall be substantially in the form set out in the Agency Agreement, copies of which may be obtained from the specified office of the Principal Security Agent and the registered office of the Issuer.

Return on the Securities:

Cash Settled Securities entitle the holder to payment on the Settlement Date of the Cash Settlement Amount, if positive.

Physical Delivery Securities entitle the holder to payment on the Settlement Date of the Entitlement.

If so specified in the relevant Final Terms the Certificates entitle the

	holder to payment of one or more Remuneration Amounts. The payment of one or more Remuneration Amounts may depend on the value of an Underlying which may be different from the Underlying whose value is calculated for the purpose of other Remuneration Amounts, or whose value is calculated for the purpose of the same Remuneration Amount but in relation to a different valuation period, or of the Cash Settlement Amount. Only in the case of Warrants to be admitted to listing and/or trading without prior offer, upon the occurrence of an Early Redemption Event, the Securities are deemed to be early redeemed and the Securityholders are not entitled to receive any amount and the Early Redemption Amount will be equal to 0 (zero).
Status of the Securities:	The Securities constitute direct, unsubordinated, unconditional and unsecured obligations of the Issuer and rank, unless provided otherwise by law, *pari passu* among themselves and, (save for certain obligations required to be performed by law), equally with all other unsecured obligations other than subordinated obligations, if any, of the Issuer from time to time outstanding.
Physical Delivery Securities and Assessed Value Payment Amount:	In the case of Physical Delivery Securities, in order to receive the relevant Entitlement, if so specified in the relevant Final Terms, the relevant Securityholder must deliver to the Principal Security Agent an Exercise Notice (in the case of Warrants) or a Physical Delivery Confirmation Notice (in the case of Certificates) prior to 10.00 a.m. Brussels or Luxembourg time, as the case may be, on the Expiration Date (in the case of Warrants) or the Exercise Date (in the case of Certificates) and pay any Expenses and any other amounts payable and, in the case of Warrants, the relevant Premium. If a Securityholder does not deliver an Exercise Notice or a Physical Delivery Confirmation Notice, as applicable, prior to 10.00 a.m. Brussels or Luxembourg time, as the case may be, on the Expiration Date or the Exercise Date, as applicable, no delivery of the Entitlement will be made and in lieu thereof the Issuer shall determine and pay the Assessed Value Payment Amount.
Substitution of the Issuer:	Unless otherwise indicated in the relevant Final Terms, the Issuer is entitled, subject to the Conditions of the Securities, to substitute any other company as principal debtor in respect of all obligations arising from or in connection with any Securities or to change the branch through which it is acting for the purpose of any Securities. Upon any such substitution of the Issuer or branch, the Conditions of the Securities will be amended in all consequential respects.
Listing and Admission to Trading:	Application has been made to the Luxembourg Stock Exchange for Securities issued under the Programme to be listed on the Official List of the Luxembourg Stock Exchange and to be admitted to trading on the Luxembourg Stock Exchange's Regulated Market. The Securities may also be unlisted or admitted to listing and trading on such other or further stock exchange or market or trading venues, as the Issuer may specify in the applicable Final Terms. After the Issue Date, application may be made to list the Securities on other stock exchanges or regulated markets or to admit to trading on other trading venues as the Issuer may decide.
Governing Law:	The Securities and any non-contractual obligations arising out of or

in connection with the Securities will be governed by, and shall be construed in accordance with, English Law. Notwithstanding this, (i) in respect of Italian Dematerialised Securities, the registration and transfer of the Italian Dematerialised Securities in Monte Titoli will be governed by, and will be construed in accordance with, Italian law, and (ii) in respect of the loss absorption provisions described in Condition 17 (*Acknowledgement of Italian Bail-in Power*) and any non-contractual obligations arising out of or in connection with such provisions will be governed by, and will be construed in accordance with, Italian law.

RISK FACTORS

The Issuer believes that the following risk factors may affect its ability to fulfil its obligations in respect of Securities issued under the Programme and are material and specific to the Issuer and the Securities issued under the Programme.

The Issuer believes that the factors described below, represent the principal risks inherent in investing in Securities issued under the Programme, but the inability of the Issuer to pay the Cash Settlement Amounts in respect of the Cash Settled Securities or deliver the Entitlement in respect of Physical Delivery Securities may occur or arise for other unknown reasons which may not be considered significant risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate. Additional risks and uncertainties not presently known to the Issuer or that the Issuer currently believes to be immaterial could also have a material impact on its business operations or the Securities.

Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making any investment decision. An investment in relatively complex securities such as the Securities involves a greater degree of risk than investing in less complex securities. In some cases, investors may stand to lose the value of their entire investment or part of it, as the case may be.

Terms used in this section and not otherwise defined shall have the meanings given to them in "Terms and Conditions of the Securities".

1. RISK FACTORS RELATING TO THE ISSUER

1.1. Risks related to the financial situation of Intesa Sanpaolo Group

Risk exposure to debt Securities issued by sovereign States

As at 31 December 2019, the exposure to securities issued by Italy amounted to approximately 86 billion Euros, increased compared to approximately 76 billion Euros as at 31 December 2018. On the same date, the investments in sovereign debt securities issued by EU Countries corresponded to approximately 121 billion Euros, compared to 101 billion Euros at the end of 2018. The securities issued by governments, central banks and other public entities represented, globally, about 46% of the total financial assets at the end of 2019, compared to about 44.4% at the end of 2018.

The market tensions regarding government bonds and their volatility, as well as Italy's rating downgrading or the forecast that such downgrading may occur, might have negative effects on the assets, the economic and/or financial situation, the operational results and the perspectives of the Bank.

Intesa Sanpaolo Group results is and will be exposed to sovereign debtors, in particular to Italy and certain major European Countries.

At the end of 2019, the exposure to securities issued by Italy corresponded to approx. 86 billion Euros (11% of the total assets of the Group), to which should be added approx. 11 billion represented by investments. On the same date, the investments in sovereign debt securities issued by EU Countries corresponded to 121 billion Euros (15% of the total assets of the Group), to which should be added approx. 12 billion represented by loans. On the whole, the securities issued by governments, central banks and other public entities represented approx. 46% of the total financial assets.

At the end of 2018, the exposure to securities issued by Italy amounted to approx. 76 billion Euros (which represented 9.6% of the total assets of the Group), to which were added approx. 12 billion represented by investments. On the same date, the investments in sovereign debt securities issued by EU Countries amounted to 101 billion Euros (which represented 12.8% of the total assets of the Group), to which were added approx. 13 billion represented by loans. On the whole, the securities issued by governments, central banks and other public entities represented approx. 44.4% of the total financial assets.

The tensions in the market of Government Bonds and their volatility, in particular with reference to the spread of the performance of Italian bonds compared to other benchmark government bonds may have negative effects on the activities and the economic and/or financial situation of the Bank.

Furthermore, the downgrading of Italy's rating, or the forecast that such downgrading may occur, could make the markets unstable and have negative impacts on the operational results, financial conditions and perspectives of the Bank.

For further information please refer to Part E of the Explanatory Note of the consolidated financial statements for 2019, incorporated by reference in this Base Prospectus.

1.2. Risks related to legal proceedings

As at 31 December 2019 approx. 22,000 disputes, other than tax disputes – with the exclusion of those against Risanamento S.p.A. and Autostrade Lombarde S.p.A. which are not subject to the direction and coordination of the Issuer – were pending at Group level, with overall claims of 5,635 million Euros and provisions for approx. 588 million Euros to cover any "possible" disbursements.

The risk arising from legal proceedings consists of the possibility of the Bank being obliged to pay any sum in case of unfavourable outcome.

The most common legal disputes are related to invalidity, cancellation, inefficacy actions or compensation for damages as a consequence of transactions related to the ordinary banking and financial activity carried out by the Bank.

For any individual assessment regarding legal disputes please refer to the paragraph titled "*Legal Proceedings*" of Section "*Description of the Issuer*". Such paragraph also includes information concerning the disputes on the marketing of convertible and/or subordinated shares/bonds issued by Banca Popolare di Vicenza or Veneto Banca, which filled against respectively Banca Nuova and Banca Apulia (both subsequently merged by incorporation in Intesa Sanpaolo S.p.A.).

In this respect, the Bank would like to highlight that, pursuant to the agreements between the two Banks in compulsory administrative liquidation and Intesa Sanpaolo, the disputes regarding the marketing of shares/convertible and/or subordinated bonds initiated against Banca Nuova and Banca Apulia are included in the excluded disputes which remain under the responsibility of the Banks in compulsory administrative liquidation. The disputes in the "excluded disputes" include 63 disputes (for a total remedy sought of around 87 million euro) involving claims relating to loans sold to Intesa Sanpaolo and deriving from so-called "*operazioni baciate*"; this term refers to loans granted by the former Venetian banks (or their Italian subsidiaries Banca Nuova/Banca Apulia) for the purpose of, or in any case related to, investments in shares or convertible and/or subordinated bonds of the two former Venetian Banks.

Intesa Sanpaolo has already made a formal reservation in this regard to the two Banks in compulsory administrative liquidation for all the loans acquired and arising from loans potentially qualifying as "*operazioni baciate*", even if they have not (yet) been formally contested by customers.

1.3. Risks related to the business sector of the Issuer

Risks related to the economic/financial crisis and the impact of current uncertainties of the macro-economic context

The future development in the macro-economic context may be considered as a risk as it may produce negative effects and trends in the economic and financial situation of the Bank and/or the Group.

Any negative variations of the factors described hereafter, in particular during periods of economic-financial crisis, could lead the Bank and/or the Group to suffer losses, increases of financing costs, and reductions of the value of the assets held, with a potential negative impact on the liquidity of the Bank and/or the Group and its financial soundness.

The trends of the Bank and the Group are affected by the general, national and economic situation of the Eurozone, the dynamics of financial markets and the soundness and growth prospects of the economy of other geographic areas in which the Bank and/or the Group operates.

In particular, the profitability capacity and solvency of the Bank and/or the Group are affected by the trends of certain factors, such as the investors' expectations and trust, the level and volatility of short-term and long-term interest rates, exchange rates, financial markets liquidity, availability and cost of capital, sustainability of sovereign debt, household incomes and consumer spending, unemployment levels, business profitability, inflation and housing prices.

The macro-economic framework is currently characterised by significant profiles of uncertainty, in relation to: (a) the real economy trends, with respect to the likelihood of recession both at the domestic and global level and with respect to an escalation of the US tariff war; (b) the future developments of ECB monetary policies in the Euro area and of the FED in the dollar area; (c) the tensions observed, on a more or less recurrent basis, on the financial markets; (d) the trust instability among Italian public debt holders, due to the uncertainty of budgetary policies; (e) the exit of the United Kingdom from the European Union, the terms and conditions of which remain uncertain; and (f) the recent outbreak of COVID-19, the full effects of which on the global economy are not certain as of the date hereof.

With specific reference to point (e), the regulatory and politic uncertainties, along with the uncertainty of when Brexit will actually take place, imply risks of business and operational discontinuity. In such context, the main impacts of a hard Brexit scenario (*worst case scenario*)[1] that has being observed by the Bank and/or the Group through a dedicated project which concerns: (i) the loss of the European passport of the United Kingdom branches with consequent need, in order to ensure business continuity, the obtainment of a new authorisation to operate as a third country branch, to relocate certain business activities and review the operative model of certain branches located in the UK; (ii) the impossibility of accessing the post-trading infrastructures within the United Kingdom in absence of an equivalence decision of the European Commission, with consequent need to identify ad hoc solutions in order to guarantee the continuity of execution and access to the post-Brexit clearing systems by means of central compensation counterparties (CCP) and central securities depositaries (CSD); (iii) the discontinuity of certain contracts, with consequent need to perform their revision or substitution (i.e. by means of bilateral renegotiation, entering into a new agreement); (iv) certain British rules peculiarities envisage, for Third Country Branches, the appointment of senior roles with well-defined responsibilities and, therefore, require an adjustment of the organisational order of the branches in the United Kingdom, aimed at guaranteeing the compliance with the new regulatory framework.

The outlook for global economic growth shows significant vulnerabilities and downside risks, primarily relating to the uncertainty of the recovery of trade and global manufacturing and geopolitical tensions, which remain high. In addition, the spread of COVID-19, with its implications for public health, the economy and trade, may have a significant dampening effect on global growth.

Credit risk

As of 31 December 2019, Intesa Sanpaolo S.p.A. recorded a gross NPL ratio of 7.6%. On 31 December 2018, the same data corresponded to 8.8%, compared to 11.9% recorded on 31 December 2017. The credit institutions which recorded a gross NPL ratio higher than 5% are required - on the grounds of the "Guidelines on management of non performing and forborne exposures" of EBA - to prepare specific strategic and operative plans for the management of such exposures.

Taking into consideration the pattern of the main credit risk indicators in 2018–2019, the Bank deems that the risk related to credit quality is of low relevance.

The economic and financial activity and soundness of the Bank depend on the degree of credit reliability of its clients.

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[1] Such scenario envisages that, following the exit from the European Union, the United Kingdom becomes a Third Country without any agreement with the European Union and any definition of a "Transitional Period", and assumes that the EU regulations cease to be applied in the UK.

The Bank is exposed to the traditional risks related to credit activity. Therefore, the clients' breach of the agreements entered into and of their underlying obligations, or any lack of information or incorrect information provided by them as to their respective financial and credit position, could have negative effects on the economic and/or financial situation of the Bank.

Furthermore, any exposures in the bank portfolio towards counterparties, groups of connected counterparties and counterparties of the same economic sector, which perform the same activity or belong to the same geographic area, could increase the Bank concentration risk.

More generally, the counterparties may not satisfy their respective obligations towards the Bank by reason of bankruptcy, absence of liquidity, operational malfunction or any other reason. The bankruptcy of an important participant in the market, or any concerns about its default, could cause serious liquidity issues, losses or defaults by other institutions, which, in turn, could negatively affect the Bank. The Bank may also be subject to the risk, under specific circumstances, that some of its credits towards third parties are no longer collectable. Furthermore, a decrease of the creditworthiness of third parties, including sovereign States, of which the Bank holds securities or bonds, might cause losses and/or negatively affect the ability of the Bank to invest again or use in a different way such securities or bonds for liquidity purposes. A significant decrease of the creditworthiness of the counterparties of the Bank might, therefore, have a negative impact on the results of the same Bank. Albeit, in many cases, the Bank could require further guarantees to the counterparties which are in financial difficulties, certain disputes may arise with respect to the amount of guarantee that the Bank is entitled to receive and the value of the assets which are object of guarantee. The levels of default, counterparties rating decrease and disputes in relation to counterparties on the guarantee assessment could be significantly increased during periods of market tensions and illiquidity.

For further information on the management of the "credit risk", please refer to Part E of the Explanatory Note of the consolidated financial statements for 2019, included by reference in this Base Prospectus.

Market risk

As to the VaR (Value at Risk) of the trading portfolio, with respect to the entirety of 2019, the medium risk profile of the Group (equal to 151 million Euros) resulted in an increase compared to the average values of 2018 (equal to 74,1 million Euros). The dynamics of the indicator – mainly determined by Banca IMI – is ascribable to an increase of the risk measures, which are primarily attributable to financial risk operations, which are compliant with the Risk Appetite Framework 2019. By analysing its composition we observe, with respect to the different factors, the prevalence of credit spread risk. It should be specified that in Banca IMI, the VaR limit also includes the HTCS (Held To Collect and Sell) component.

As to the bank portfolio risks, the market risk, measured in terms of VaR, has recorded, with respect to the entirety of 2019, an average value of Euro 172 million (Euro 119 million was the average value on 31/12/2018). On 31 December 2019, the VaR was equal to Euro 227 million, compared to Euro 91 million on 31 December 2018.

The market risk is the risk of losses in the value of financial instruments, including the securities of sovereign States held by the Bank, due to the movements of market variables (by way of example and without limitation, interest rates, prices of securities, exchange rates), which could determine a deterioration of the financial soundness of the Bank and/or the Group. Such deterioration could be produced either by negative effects on the income statement deriving from positions held for trading purposes, or from negative changes in the FVOCI (Fair Value through Other Comprehensive Income) reserve, generated by positions classified as financial Activities evaluated at fair value, with an impact on the overall profitability.

The Bank is therefore exposed to possible changes of the financial instruments value, including the securities issued by sovereign States, due to fluctuations of interest rates, exchange rates of currencies, prices of the securities listed on the markets, commodities and credit spreads and/or other risks. Such fluctuations could be caused by changes in the general economic trend, the investors' propensity to investments, monetary and tax policies, liquidity of the markets on a global scale, availability and capital cost, interventions of rating agencies, political events both at social and international level, war conflicts and acts of terrorism. The market risk occurs both with respect to the trading book, which includes the financial trading instruments and derivative

instruments related thereto, and the banking book, which includes the financial assets and liabilities that are different from those contained in the trading book.

For further information please see Part E of the Explanatory Note of the consolidated financial statements, incorporated by reference to this Base Prospectus.

Liquidity risk of Intesa Sanpaolo

*The ratio between the credits towards customers and the direct deposit taking, as reported in the consolidated financial statement ("**Loan to deposit ratio**") on 31 December 2019 was at 93%, compared to 95% on 31 December 2018.*

The "Liquidity Coverage Ratio" (LCR) on 31 December 2019 was higher than 100% against a minimum regulatory threshold equal to 100% starting from 1 January 2018.

The "Net Stable Funding Ratio" (NSFR) on 31 December 2019 was higher than 100% against a minimum regulatory threshold of 100% to be respected starting from 2021.

The participation of the Group to TLTRO funding transactions with ECB at the end of December 2019 was equal to approx. 49 billion Euros.

Although the Bank constantly monitors its own liquidity risk, any negative development of the market situation and the general economic context and/or creditworthiness of the Bank, possibly accompanied by the need to adapt the liquidity situation of the Bank to the regulatory requirements updated from time to time in implementation of the European rules, may have negative effects on the activities and the economic and/or financial situation of the Bank and the Group.

The liquidity risk is the risk that the Bank is not able to satisfy its payment obligations at maturity, both due to the inability to raise funds on the market (funding liquidity risk) and of the difficulty to disinvest its own assets (market liquidity risk).

The liquidity of the Bank may be prejudiced by the temporary impossibility of accessing capital markets by the issuance of debt securities (both guaranteed and not guaranteed), the inability to receive funds from counterparties which are external to or of the Group, the inability to sell certain assets or redeem its investments, as well as unexpected cash outflows or the obligation to provide more guarantees. Such a situation may occur by reason of circumstances that are independent from the control of the Bank, such as a general market disruption or an operational issue which affects the Bank or any third parties, or also by reason of the perception among the participants in the market that the Bank or other participants in the market are experiencing a higher liquidity risk. The liquidity crisis and the loss of trust in the financial institutions may increase the Bank's cost of funding and limit its access to some of its traditional liquidity sources.

Examples of liquidity risk manifestation are the bankruptcy of an important participant to the market, or concerns about its possible default, which may cause serious liquidity issues, losses or defaults of other banks which, in turn, could negatively affect the Bank; and a decrease of the creditworthiness of third parties of which the Bank holds securities or bonds, that may determine losses and/or negatively affect the ability of the Bank to invest again or use in a different way such securities or bonds for liquidity purposes.

Towards a better understanding, the report below details the participation of the Group to the TLTRO funding transactions with the ECB with respect to the entirety of 2019.

Management data, not subject to audit (€ billion)

Starting date	**Maturity date**	**Amount**
29/06/2016	24/06/2020	approx. 40
28/09/2016	30/09/2020	approx. 5

Starting date	Maturity date	Amount
21/12/2016	16/12/2020	approx. 4
29/03/2017	24/03/2021	approx. 12
Total		**approx. 61**

For further information please see Part E of the Explanatory Note of the consolidated financial statements, incorporated by reference in this Base Prospectus.

Operational risk

The Bank is exposed to several categories of operational risk which are intrinsic to its business, among which those mentioned herein, by way of example and without limitation: frauds by external persons, frauds or losses arising from the unfaithfulness of the employees and/or breach of control procedures, operational errors, defects or malfunctions of computer or telecommunication systems, computer virus attacks, default of suppliers with respect to their contractual obligations, terrorist attacks and natural disasters. The occurrence of one or more of said risks may have significant negative effects on the business, the operational results and the economic and financial situation of the Bank.

The operational risk may be defined as the risk of loss resulting from inadequate or failed internal processes, people and systems or from external events. Operational risk includes legal risk and compliance risk, model risk, ICT risk and financial reporting risk; strategic and reputational risk are not included.

The Bank has defined a framework for the operational risks management which consists of the following phases:

- Identification, which includes the activities of detection, collection and classification of the quantitative and qualitative information concerning the operational risks;
- Measurement and assessment, which includes the definition of the exposure to operational risks exposure of the Intesa Sanpaolo Group, performed on the basis of information collected in the "identification" phase;
- Monitoring and control, which includes the supervision of operational risk profiles (including ICT and cyber risk) and of the exposures to relevant losses by promoting, through a proper reporting activity, an active risk management;
- Management (or mitigation), which includes the activities aimed to manage the operational risks, which are undertaken by operating on the significant risk factors or through their transfer by means of use of insurance coverages or other instruments; and
- Communication, which includes the information flows related to the management of operational risks among the several stakeholders involved, in order to monitor the process and to obtain an appropriate knowledge of the exposure to such risks.

Although the Bank constantly supervises its own operational risks, certain unexpected events and/or events out of the Bank's control may occur (including those mentioned above by way of example and without limitation), with possible negative effects on the business and the economic and/or financial situation of the Bank and the Group, as well as on its reputation.

For further information please see Part E of the Explanatory Note of the consolidated financial statements for 2019, incorporated by reference in this Base Prospectus.

Foreign exchange risk

The Bank is exposed to several categories of foreign exchange risk which are intrinsic to its business and are lied in foreign currency loans and deposits held by customers, purchases of securities, equity investments and

other financial instruments in foreign currencies, conversion to domestic currency of assets, liabilities and income of branches and subsidiaries abroad, trading of foreign currencies and banknotes, and collection and/or payment of interest, commissions, dividends and administrative costs in foreign currencies. Although the Bank constantly monitors its exposure to foreign currencies, any negative development of the foreign rates may have negative effects on activities and the economic and/or financial situation of the Bank and the Group.

"Foreign exchange risk" is defined as the possibility that foreign exchange rate fluctuations produce significant changes, both positive and negative, in the Group's balance sheet aggregates. The key sources of exchange rate risk lie in:

- foreign currency loans and deposits held by corporate and/or retail customers;
- purchases of securities, equity investments and other financial instruments in foreign currencies;
- conversion into domestic currency of assets, liabilities and income of branches and subsidiaries abroad;
- trading of foreign currencies and banknotes;
- collection and/or payment of interest, commissions, dividends and administrative costs in foreign currencies.

More specifically, "structural" foreign exchange risk refers to the exposures deriving from the commercial operations and the strategic investment decisions of the Intesa Sanpaolo Group.

Foreign exchange transactions, spot and forward, are carried out mostly by Banca IMI, which also operates in the name and on behalf of the Bank with the task of guaranteeing pricing throughout the Bank and the Intesa Sanpaolo Group while optimising the proprietary risk profile deriving from brokerage of foreign currencies traded by customers.

The main types of financial instruments traded include: spot and forward exchange transactions in foreign currencies, forex swaps, domestic currency swaps, and foreign exchange options.

1.4. Risk related to the development of the banking sector regulation and the changes in the regulation on the solution of banking crises

Regulatory framework

The Bank is subject to a complex and strict regulation, as well as to the supervisory activity performed by the relevant institutions (in particular, the European Central Bank, the Bank of Italy and CONSOB). Both the aforementioned regulation and supervisory activity are subject, respectively, to continuous updates and practice developments.

Furthermore, as a listed Bank, the Bank is required to comply with further provisions issued by CONSOB.

The Bank, besides the supranational and national rules and the primary or regulatory rules of the financial and banking sector, is also subject to specific Rules on anti-money laundering, usury and consumer protection.

Although the Bank undertakes to comply with the set of rules and regulations, any changes of the rules and/or changes of the interpretation and/or implementation of the same by the competent authorities could give rise to new burdens and obligations for the Bank, with possible negative impacts on the operational results and the economic and financial situation of the Bank.

Starting from 1 January 2014, a part of the Supervisory Rules has been amended on the grounds of the Directions deriving from the so called Basel III agreements, mainly with the purpose to significantly strengthen the minimum capital requirements, the restraint of the leverage degree and the introduction of policies and quantitative rules for the mitigation of the liquidity risk of the banks.

As known, the Issuer, as a bank of significant importance for the European financial system, is subject to direct supervision of the European Central Bank (ECB). Following the Supervisory Review and Evaluation Process (SREP) the ECB provides, on an annual basis, a final decision of the capital requirement that the Issuer must comply with a consolidated level. On 26 November 2019, the Issuer received the final decision of the ECB concerning the capital requirement that must be respected in terms of Common Equity Tier 1 ratio starting from 1 January 2020, which was fixed at 9.18% according to the transitional criteria in force for 2020 and at 9.38% according to the criteria currently in force.

Although the above-mentioned regulatory evolution (further described under the "*Regulatory Section*" of this Base Prospectus) envisages a gradual adaptation to the new prudential requirements, the impacts on the management dynamics of the Bank could be significant.

In this context, a few other relevant provisions are the implementation of Directives 2014/49/EU (*Deposit Guarantee Schemes Directive*) of 16 April 2014 and the adoption of the (EU) Regulation no. 806/2014 of the European Parliament and the Council of 15 July 2014 (*Single Resolution Mechanism Regulation*, – so called "**SRMR**"), which may determine a significant impact on the economic and financial position of the Bank and the Group, as such rules set the obligation to create specific funds with financial resources that are provided, starting from 2015, by means of contributions by the credit institutions.

Moreover, the Directive 2014/59/EU of the European Parliament and the Council (Bank Recovery and Resolution Directive, "**BRRD**", as amended by Directive 879/2019/EU, "**BRRD2**"), which, inter alia, introduced the so called "bail-in" and introduced Minimum Requirement for own funds and Eligible Liabilities (MREL), Regulation 2019/876/EU of the European Parliament and the Council, which amends Regulation 575/2013/EU (s.c. "CRR II") and the Directive of the Parliament and the Council 2019/878/EU, which amends Directive 2013/36/EU (s.c. "CRD V") must be taken into consideration and put in force by Intesa Sanpaolo Group.

The Intesa Sanpaolo Group is subject to the BRRD, as amended from time to time, which is intended to enable a wide range of actions that could be taken towards institutions considered to be at risk of failing (i.e. the sale of business, the asset separation, the bail-in and the bridge bank). The execution of any action under the BRRD towards the Intesa Sanpaolo Group could materially affect the value of, or any repayments linked to the Securities.

On 15 October 2013, the Council of the European Union adopted the Council Regulation (EU) No.1024/2013 granting specific tasks to the ECB as per prudential supervision policies of credit institutions (the "**SSM Regulation**") in order to establish a single supervisory mechanism (the "**Single Supervisory Mechanism**" or "**SSM**"). From 4 November 2014, the SSM Regulation has given the ECB, in conjunction with the national regulatory authorities of the Eurozone and participating Member States, direct supervisory responsibility over "banks of significant importance" in the Eurozone.

Notwithstanding the fulfilment of the relevant criteria, the ECB, on its own initiative after consulting with each national competent authority or upon request by a national competent authority, may declare an institution significant to ensure the consistent application of high-quality supervisory standards. The Issuer and the Intesa Sanpaolo Group have been classified, respectively, as a significant supervised entity and a significant supervised group within the meaning of Regulation (EU) No. 468/2014 of the European Central Bank of 16 April 2014 establishing the framework for co-operation within the Single Supervisory Mechanism between the European Central Bank and each national competent authority and with national designated authorities (the "**SSM Framework Regulation**") and, as such, are subject to direct prudential supervision by the ECB in respect of the functions granted to ECB by the SSM Regulation and the SSM Framework Regulation.

For further details, please see the "*Regulatory Section*" of this Base Prospectus.

1.5. Risks related to the entry into force of new accounting principles and the amendment of the applied accounting principles

The Bank is exposed, as well as any other entity operating within the bank sector, to the effects deriving from both the entry into force of new accounting principles and the amendment of the existing ones, in particular with respect to the international IAS/IFRS accounting principles, as approved and adopted within the European legal

system. On the date of first implementation of the IFRS 9 principle (31 March 2018), the main impacts for the Intesa Sanpaolo Group arose from the application of the new impairment accounting model (based on the "expected loss" concept instead of the "incurred loss" approach, which was previously envisaged by IAS 39), which has led to an increase of the value adjustments. The first implementation of the new IFRS 16 principle, on 31 March 2019, caused an impact on the CET 1, equal to - 8 base points.

It is important to highlight that a particular attention should be given towards other interventions on the accounting regulations, particularly the new international principle IFRS 9 "Financial Instruments", which replaced the IAS 39 as per the classification and measurement of the financial instruments. Such principle, which has been approved by means of Regulation (EU) 2067/2016, entered into force on 1 January 2018.

For an in depth analysis of the IFRS 9, the relevant implementation project and the effects of its first application (FTA) we refer to the chapter on "The transition to the international accounting principle IFRS 9" included in the balance sheet as of 31 December 2018. We would like to underline that, upon the first application of the principle, the main impacts for Intesa Sanpaolo Group arose from the enforcement of the new impairment accounting model (based on the concept of "expected loss" instead of the approach of the "incurred loss", previously envisaged by IAS 39), which caused an increase of the value adjustments.

Also with reference to the application of the IFRS 9, we observe that the Intesa Sanpaolo Group, as mainly a banking financial conglomerate, has decided to avail itself of the option of application of the so called "Deferral Approach" (or Temporary Exemption), by virtue of which the financial assets and liabilities of the insurance subsidiary Companies continue to be registered on the balance sheet under the provisions of IAS 39, awaiting the entry into force of the new international accounting principle on insurance agreements (IFRS 17), which is scheduled for 2023.

Furthermore it is important to highlight that IFRS 16 came into force on 1 January 2019. This new financial reporting standard, which replaces IAS 17, has an impact on the method of accounting for leases, as well as rental, hire, lease and loan agreements, introducing a new definition based on the transfer of the “right of use” of the asset leased. The new standard requires all leases to be recorded by the lessee in the Balance Sheet as assets and liabilities. It introduces a different method of recognition for the costs: in IAS 17, lease payments were reported under the Income Statement caption administrative expenses, whereas under IFRS 16, the expense is reported both through the amortisation of the asset related to the “right of use” and as an interest expense on the payable. The adjustment of the opening balance sheet following the adoption of IFRS 16 using the modified retrospective approach has resulted in an increase in assets following the recognition of the new rights of use at Group level of 1,599 million euro and in the financial liabilities (payable to the lessor) of the same amount. There have therefore been no impacts on shareholders’equity from the first-time adoption of the standard, because, as a result of the decision to adopt the modified approach (option B), upon first-time adoption the values of the assets and liabilities are the same, net of the reclassification of accruals and deferrals and the presentation of leases previously classified as finance leases under IAS 17.

For further details on the first adoption of the new principle please see Part A of the Explanatory Note of the consolidated financial statements for 2019, incorporated by reference in this Base Prospectus.

2. FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH SECURITIES ISSUED UNDER THE PROGRAMME

2.1. Risks related to the nature of the Securities

The Certificates may not be a suitable investment for all investors

Each potential investor in the Certificates must determine the suitability of the investment in light of its own circumstances. In particular, each potential investor should:

(i) have sufficient knowledge and experience to evaluate the Certificates, the merits and risks of investing in the Certificates and the information contained or incorporated by reference in this Base Prospectus or

any applicable supplement to the Base Prospectus and all information contained in the applicable Final Terms;

(ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Certificates and the impact that the Certificates will have on its overall investment portfolio;

(iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Certificates, including Certificates with amounts payable in one or more currencies, or where the Settlement Currency is different from the potential investor's currency;

(iv) understand thoroughly the terms of the Certificates and be familiar with any relevant indices and financial markets; and

(v) 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.

In addition, an investment in Index Securities, Share Securities, Futures Contract Securities, Interest Rate Securities, Exchange Rate Securities, Fund Securities, Commodity Securities, Govies Securities or Combined Securities may entail significant risks not associated with investments in conventional securities such as debt or equity securities, including, but not limited to, the risks set out in "*Risks related to the structure of a particular issue of Securities*" set out below.

Certificates are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured and appropriate addition of risk to their overall portfolios. A potential investor should not invest in Certificates which are complex financial instruments unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Certificates will perform under changing conditions, the resulting effects on the value of the Certificates and the impact this investment will have on the potential investor's overall investment portfolio.

Regulatory restrictions with regard to certain types of Certificates

The BRRD2 has detailed the scope of liabilities that are intended to be eligible for the purposes of the minimum requirement for own funds and eligible liabilities ("**MREL**"). In particular, after the transposition into national law of the BRRD2 expected to be made within 28 December 2020, according to new Article 45b para. 2, certain types of Certificates may be considered as eligible liabilities available to meet the MREL Requirements (as defined below).

As a consequence, following such transposition, all the provisions concerning the eligible liabilities set out in the BRRD and in the Regulation 2013/575/EU (as amended by Regulation 2019/876/EU (the "**CRR II**")), should be deemed applicable for the Certificates which satisfy the conditions set out the in the MREL Requirements.

Certificates intended to be eligible are subject to certain restrictions which could increase in the future, following the full applicability of the relevant provisions arising from the CRR II and the BRRD2 and implementation into national law expected to be made within 28 December 2020.

In particular, the respective Securityholders are not entitled to set off claims arising from such Certificates against any of the Issuer’s claims. No security of whatever kind and no guarantee is, or shall at any time be, provided by the Issuer or other entities related to the Issuer, which enhances the seniority of the claims under these Certificates. Furthermore, the early redemption and the repurchase of Certificates that are intended to be eligible for the purposes of MREL are subject to specific restrictions such as the prior consent of the competent authority. Further, termination rights, if any, are excluded for the respective Securityholders, other than in the

case of the insolvency or liquidation of the Issuer, under all relevant laws and regulations amended from time to time, which are and will be applicable to it.

These restrictions limit the rights of the Securityholders and might expose them to the risk that their investment will have a lower potential return than expected.

In addition, the BRRD2 and CRR II have been recently adopted and there is uncertainty as to their implementation and interpretation in the relevant Member States.

Option Risk

The Certificates are derivative financial instruments which may include an option right and which, therefore, have many characteristics in common with options. Transactions in options involve a high level of risk. An investor who intends to trade in options must first of all understand the functioning of the types of contracts which he intends to trade in (for example, call options and put options). An investment in options constitutes a highly volatile investment and there is a high likelihood that the option may have no value whatsoever at expiration. In such case, the investor would lose the entire amount used to purchase the option (known as the "*premium*").

An investor who is considering the purchase of a call option over an Underlying, the market price of which is much lower than the price at which the exercise of the option would be opportune (known as "*deep out of the money*"), must consider that the possibility that the exercise of the option will become profitable is remote. Likewise, an investor who is considering the purchase of a put option over an Underlying, the market price of which is much higher than the price at which the exercise of the option would be opportune, must consider that the possibility that the exercise of the option will become profitable is remote.

The Certificates include some options on the Underlying(s). The amount potentially paid or deliverable on exercise will depend on the value of such options. Prior to the expiration of a Certificate, a variation in the value of the relevant options may involve a reduction in the value of such Certificate.

Exchange rate risks and exchange controls

The Issuer will pay the Cash Settlement Amount in respect of the Securities in the Settlement Currency specified in the applicable Final Terms. 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 Settlement Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Settlement Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Settlement Currency would decrease (i) the Investor's Currency-equivalent yield on the Securities, (ii) the Investor's Currency equivalent value of the Combined Amount in respect of the Securities and (iii) the Investor's Currency equivalent market value of the Securities.

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, the Combined Amount that investors may receive may be less than expected or zero.

The above risks may be increased for currencies of emerging market jurisdictions.

2.2. Risks related to the Underlying

General risks and risks relating to the underlying asset or basis of reference

The Securities involve a high degree of risk, which may include, among others, interest rate, foreign exchange,

time value and political risks. Purchasers should be prepared to sustain a partial or total loss of the purchase price of their Securities. This risk reflects the nature of a Security as an asset which, other factors held constant, tends to decline in value over time and which may become worthless on expiration. See "*Certain Factors Affecting the Value and Trading Price of Securities*" below. Prospective purchasers of Securities should be experienced with respect to options and option transactions, should understand the risks of transactions involving the relevant Securities and should reach an investment decision only after careful consideration with their advisers of the suitability of such Securities in light of their particular financial circumstances, the information set forth herein, the information regarding the relevant Securities and the particular Underlying.

The risk of the loss of some or all of the purchase price of a Security upon expiration means that, in order to recover and realise a return upon his or her investment, a purchaser of a Security must generally be correct about the direction, timing and magnitude of an anticipated change in the value of the relevant Underlying. Assuming all other factors are held constant, the lower the value of a Security and the shorter its remaining term to expiration, the greater the risk that purchasers of such Security will lose all or part of their investment. The only means through which a holder can realise value from such Security prior to the Exercise Date in relation to such Security is to sell it at its then market price in an available secondary market. See "*Possible Illiquidity of the Securities in the Secondary Market*" below.

Fluctuations in the value of the relevant Underlying will affect the value of the Securities. Purchasers of Securities risk losing their entire investment if the value of the relevant underlying basis of reference does not move in the anticipated direction.

The Issuer may issue several issues of Securities relating to various reference indices, exchange rates, shares, funds, interest rates, commodities, or future contracts, as may be specified in the applicable Final Terms. At any given time, the number of Securities outstanding may be substantial. Securities provide opportunities for investment and pose risks to investors as a result of fluctuations in the value of the underlying investment. In general, certain of the risks associated with the Securities are similar to those generally applicable to other options of private corporate issuers. Options or Securities on equities or debt securities are priced primarily on the basis of the value of underlying securities. The trading value of Commodity Securities is likely to reflect primarily present and expected values of the commodity (or basket of commodities).

The Securities do not represent a claim against any Underlying (or any issuer, sponsor, manager or other connected person in respect of an Underlying) and Securityholders will not have any right of recourse under the Securities to any such Underlying (or any issuer, sponsor, manager or other connected person in respect of an Underlying). The Securities are in no way sponsored, endorsed or promoted by any issuer, sponsor, manager or other connected person in respect of an Underlying and such entities have no obligation to take into account the consequences of their actions on any Securityholders.

Risk arising from the Benchmark Regulation

The Underlying or a Basket Constituent may qualify as a benchmark (the "**Benchmark**") within the meaning of Regulation (EU) 2016/1011 of the European Parliament and of the Council dated 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the "**Benchmark Regulation**"). According to the Benchmark Regulation, a Benchmark could not be used as such if its administrator does not obtain authorisation or is based in a non-EU jurisdiction which (subject to applicable transitional provisions) does not satisfy the "equivalence" conditions (according to Article 30 of the BMR), is not "recognised" pending such a decision (according to Article 32 of the BMR) and is not "endorsed" for such purpose (according to Article 33 of the BMR). Consequently, it might be not possible to further utilise a Benchmark as Underlying or Basket Constituent of the Securities. In such event, depending on the particular Benchmark and the applicable terms of the Securities, the Securities could be de-listed, adjusted, redeemed prior to maturity or otherwise impacted.

Any changes to a Benchmark as a result of the Benchmark Regulation could have a material adverse effect on the costs of refinancing a Benchmark or the costs and risks of administering or otherwise participating in the setting of a Benchmark and complying with the Benchmark Regulation. Such factors may have the following effects on certain Benchmarks: (i) discourage market participants from continuing to administer or contribute to such Benchmark; (ii) trigger changes in the rules or methodologies used in the Benchmarks; or (iii) lead to the disappearance of the Benchmark. Any of the above changes or any other consequential changes as a result of international, national or other proposal for reform or other initiatives or investigations, could have a material adverse effect on the value of and the amount payable under the Securities.

The potential elimination of a Benchmark, or changes in the manner of administration of such Benchmark, as a result of the Benchmark Regulation or otherwise, could require an adjustment to the terms and conditions, or result in other consequences. These reforms and changes may cause a Benchmark to perform differently than it has done in the past or be discontinued. The application of the fallback methods may expose investors to certain risks including, but not limited to (i) conflicts of interest of the Calculation Agent when making the required adjustments to the Securities, or (ii) the replacement of the Underlying or Basket Constituent with a different Underlying or Basket Constituent which could perform differently than the original Underlying or Basket Constituent and therefore affect amounts payable in respect of the Securities, or (iii) the early redemption of the Securities.

Investors should be aware that they face the risk that any changes to the relevant Benchmark may have a material adverse effect on the value of and the amount payable under the Securities.

The sustainability of LIBOR has been questioned as a result of the absence of relevant active underlying markets and possible disincentives (including possibly as a result of benchmark reforms) for market participants to continue contributing to such Benchmarks. On 27 July 2017, and in a subsequent speech by its Chief Executive on 12 July 2018, the UK Financial Conduct Authority ("**FCA**"), which regulates LIBOR confirmed that it will no longer persuade or compel banks to submit rates for the calculation of LIBOR benchmark after 2021 (the "**FCA Announcements**"). The FCA Announcements indicate that the continuation of LIBOR on the current basis is not guaranteed after 2021. It is not possible to predict whether, and to what extent, panel banks will continue to provide LIBOR submissions to the administrator of LIBOR going forward. This may cause LIBOR to perform differently than it did in the past and may have other consequences which cannot be predicted.

Investors should carefully consider that also the EURIBOR may be subject, in the future, to cessations or changes in the calculation method in relation to one or more tenors, as already occurred on 14 June 2018 when the European Money Markets Institute (EMMI), the administrator of EURIBOR, approved the cessation of the 2 week, 2 month and 9 month tenors.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmark Regulation reforms, investigations and licensing issues in making any investment decision with respect to the Securities linked to a Benchmark.

Certain Factors Affecting the Value and Trading Price of Securities

The Cash Settlement Amount (in the case of Cash Settled Securities) or the value of the Entitlement (less, in the case of Warrants, the Premium) (in the case of Physical Delivery Securities) at any time prior to expiration is typically expected to be less than the trading price of such Securities at that time. The difference between the trading price and the Cash Settlement Amount or the Physical Delivery, as the case may be, will reflect, among other things, a "time value" for the Securities. The "time value" of the Securities will depend partly upon the length of the period remaining to expiration and expectations concerning the value of the Underlying. Securities offer hedging and investment diversification opportunities but also pose some additional risks with regard to interim value. The interim value of the Securities varies with the price of the Underlying, as well as by a number of other interrelated factors, including those specified herein.

Before exercising (in the case of Warrants) or selling Securities, Securityholders should carefully consider, among other things, (i) the trading price of the Securities, (ii) the value and volatility of the Underlying, (iii) the time remaining to expiration, (iv) in the case of Cash Settled Securities, the probable range of Cash Settlement Amounts, (v) any change(s) in interim interest rates and dividend yields if applicable, (vi) any change(s) in currency exchange rates, (vii) the depth of the market or liquidity of the Underlying and (viii) any related transaction costs.

Certain considerations regarding hedging

Prospective purchasers intending to purchase Securities to hedge against the market risk associated with investing in an underlying asset, should recognise the complexities of utilising Securities in this manner. For example, the value of the Securities may not exactly correlate with the value of the underlying asset which may be specified in the applicable Final Terms. Due to fluctuating supply and demand for the Securities, there is no assurance that their value will correlate with movements of the underlying asset which may be specified in the applicable Final Terms. For these reasons, among others, it may not be possible to purchase or liquidate securities in a portfolio at the prices used to calculate the value of any relevant index or basket.

The Issuer and/or any of its respective Affiliates or agents may from time to time hedge the Issuer's obligations under such Securities (and under other instruments and OTC contracts issued by or entered into from time to time by the Issuer and/or any of its respective Affiliates or agents relating to such securities) by taking positions, directly or indirectly, in the underlying asset. Although the Issuer has no reason to believe that such hedging activities will have a material impact on the price of any underlying, there can be no assurance that such hedging activities will not adversely affect the value of the Securities.

Certain considerations associated with Share Securities

An investment in Share Securities will entail significant risks not associated with an investment in a conventional debt security. On redemption or exercise, as the case may be, of Share Securities, Holders will receive an amount (if any) determined by reference to the value of the share(s), GDRs and/or ADRs and/or the physical delivery of a given number of share(s), GDRs and/or ADR/s. Accordingly, an investment in Share Securities may bear similar market risks to a direct equity investment and investors shold take advice accordingly. Share Securities pay amounts calculated by reference to the value of the underlying share(s), GDRs and/or ADRs.

In the case of Share Securities, no issuer of the underlying shares will have participated in the preparation of the relevant Final Terms or in establishing the terms of the Securities and neither the Issuer nor any Manager will make any investigation or enquiry in connection with such offering with respect to any information concerning any such issuer of shares contained in such Final Terms or in the documents from which such information was extracted. Consequently, there can be no assurance that all events occurring prior to the relevant issue date (including events that would affect the accuracy or completeness of the publicly available information described in this paragraph or in any relevant Final Terms) that would affect the trading price of the share, GDRs and/or ADRs will have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning such an issuer of shares could affect the trading price of the share, GDRs and/or ADRs and therefore the trading price of the Securities.

Except as provided in the Conditions in relation to Physical Delivery Securities, Securityholders will not have voting rights or rights to receive dividends or distributions or any other rights with respect to the relevant shares to which such Securities relate.

Certain considerations associated with Exchange Rate Securities

An Investment in Exchange Rate Securities will entail significant risks not associated with an investment in a conventional debt security. Fluctuations in exchange rates will affect the value of Exchange Rate Securities. Currency values related to the exchange rates may be affected by complex political and economic factors,

including governmental action to fix or support the value of an exchange rate, regardless of other market forces (see "*Exchange rate risks and exchange controls*" below). Purchasers of Securities risk losing their entire investment if the relevant exchange rates do not move in the anticipated direction.

Certain considerations associated with Fund Securities

An investment in Fund Securities will entail significant risks not associated with an investment in a conventional debt security. An investment in Fund Securities may bear similar market risks to a direct investment in the relevant fund(s) and investors should take advice accordingly.

Certain considerations associated with Futures Contract Securities

An investment in Futures Contract Securities will entail significant risks not associated with an investment in a conventional debt security. The yield on Securities which are linked to futures contracts may not be perfectly correlated to the trend in the price of the underlying asset of the future contract, as the use of futures contracts generally involves a rolling mechanism. This means that any futures contracts which expire prior to the relevant payment date under the applicable underlying securities are replaced with futures contracts that have a later expiry date. Investors may, therefore, only marginally benefit from any rise or fall in the price of the underlying asset of the future contract.

In addition, the trend of futures contracts may differ significantly from that of the underlying asset's spot markets. In relation to commodity futures contracts, the trend in the price of a futures contracts compared to the underlying commodity is closely linked to the present and future level of production of the underlying commodity, or to the level of estimated natural reserves, particularly in the case of energy linked products. In addition, the price of the relevant commodity futures contract may not be considered an accurate prediction of a market price, since it also includes so-called "carrying costs" (for example, warehouse or insurance costs). These factors substantially explain the imperfect correlation between commodity spot markets and commodity futures contracts.

If the feature Futures Contract First Near-by is specified as applicable in the relevant Final Terms, the Issuer will be entitled to determine the Initial Reference Value on the basis of a Futures Contract First Near-by, i.e. the futures contract that has the same features of the Futures Contract indicated as Underlying, and has an expiration date which is the closest to the Determination Date. Since the Issuer will not make any adjustment to the price of the Securities following such rollover, investors should consider that the price of the futures contract used before the rollover may be different from the price of the futures contract used after the rollover.

Certain considerations associated with Commodity Securities

An investment in Commodity Securities may bear similar market risks to a direct commodity investment and potential investors should take advice accordingly. The movements in the price of the Commodity may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices.

The price of Commodities may be affected by economic, financial and political events in one or more jurisdictions, including factors affecting the exchange(s) or quotation system(s) on which the relevant Commodities may be traded.

Certain considerations associated with Index Securities

An investment in Index Securities will entail significant risks not associated with an investment in a conventional debt security. The underlying index may be a well-known and widely published index or an index which may not be widely published or available. The index may reference, among others, equities, bonds, currency exchange rates or other securities or it may be a property index referencing certain property price data which will be subject to market price fluctuations or it may reference a number of different assets or indices. A

property index may include valuations only and not actual transactions and the property data sources used to compile the index may be subject to change, which may adversely affect the return on the Securities. In addition, the property index may be sponsored and/or calculated by the Issuer or one of its affiliates.

Certain considerations associated with Interest Rate Securities

An investment in Interest Rate Securities will entail significant risks not associated with an investment in a conventional debt security. On exercise of Interest Rate Securities, Securityholders will receive an amount (if any) determined by reference to the value of the underlying interest rate(s). Accordingly, an investment in Interest Rate Securities may bear similar market risks to a direct investment in the underlying interest rate and investors should take advice accordingly.

Certain considerations associated with Govies Securities

An investment in Govies Securities may bear similar market risks to a direct investment in the relevant government/supranational bond. The movements in the value of such bond or in its yield may be affected by economic, financial and political events in the relevant country or regional area. The credit ratings of the relevant country may change and any ratings downgrade could adversely affect the value of the underlying bond and, therefore, the value of the Securities.

Certain considerations associated with Combined Securities

An investment in Combined Securities will entail significant risks depending on the specific underlying assets. The risk associated with the aforementioned types should be considered in accordance with the specific financial assets of each issue and investors should take advice accordingly.

2.3. Specific risks related to Certificates

Loss risk in relation to the investment

The investor shall consider that, in relation to their investment, there is a risk of loss of the capital invested depending on the performance of the underlying asset. In particular, if the relevant Final Terms provides a Barrier Level, the investor shall consider that, in the event of a negative performance of the underlying asset at the Valuation Date or a negative Spread (in the case of Spread Certificates) or a negative Cumulated Performance (in the case of Multiperformance Certificates), in the event a Barrier Event or a Barrier Gap Event (in the case of Gap Certificates) has occurred, a loss will occur in respect of the capital invested. If the Final Reference Value of the underlying asset is equal to zero, the investor might suffer a total loss of the capital. Moreover, if prior to the exercise the investor decides to terminate the investment in the Certificates, the investor might be subject to the loss of the value of the certificate and, therefore, might be subject to the total or partial loss of the investment.

Certain considerations associated with Securities providing for the application of a Multiplier

The Securities may provide for the application to the relevant Underlying of a Multiplier in order to increase or decrease the percentage of each Underlying used to determine the amounts payable or deliverable to investors. The Multiplier may be lower than 100 per cent.

In such case, the amounts payable or deliverable to investors will be reduced and, therefore, will contribute to the yield of the Securities only to such reduced extent. The performance of the relevant reference item(s) will, therefore, impact the yield of the Securities only to a limited extent.

Certain considerations associated with Securities providing for the application of a cap

The Securities may provide for the application of a maximum return payable to investors or of a maximum value or level to the relevant Underlying(s).

In such case, the amounts payable to investors will be subject to the predetermined maximum. If the relevant Underlying(s) outperforms the predetermined maximum, this will not be taken into consideration when calculating the amount payable or deliverable in respect of the Securities.

The Cash Settlement Amount or the physical delivery of the Entitlement may be less than the Value of an Investment in the Securities

Each Securityholder may receive a Cash Settlement Amount, as applicable, and/or physical delivery of the Entitlement the aggregate value of which may be less than the value of the Securityholder's investment in the relevant Securities. In certain circumstances Securityholders may lose the entire value of their investment.

Risk related to a protection level lower than 100% or a protection amount lower than the Issue Price

The Certificates may provide a protection level or a protection amount. The protection level represents the protection percentage of the Initial Reference Value of the Certificate and that the Cash Settlement Amount will not fall below such protection level. The protection amount represents the minimum amount of Cash Settlement Amount that the investor will receive. The lower the protection level or the protection amount, the higher the loss (if any) that the investor might suffer given that the Issue Price of the Certificate will not be entirely protected and the Cash Settlement Amount at the Exercise Date might be lower than the Issue Price.

Exchange risk related to the absence of a Quanto Option

The investment in Securities which do not provide a Quanto Option may entail risks related to the exchange rate. The Underlying Reference Currency of the underlying asset may be different from the Settlement Currency of the Securities. If the Underlying Reference Currency is different from the Settlement Currency, the Cash Settlement Amount will be exchanged in the Settlement Currency at the applicable Exchange Rate. Therefore, without a Quanto Option, any negative variation of the Exchange Rate might frustrate either the performance of the underlying asset at maturity and the returns linked to a remuneration amount and might determine a loss of the capital invested.

In the case of Securities without a Quanto Option, any negative variation of the exchange rate might also reduce the effect of total or partial protection on the capital invested (depending on the structure of the product) represented by such protection. In fact, the Cash Settlement Amount at the maturity (and, therefore, the protection level that is part of the calculation of such amount of Settlement, subject to certain conditions) shall be exchanged into the Settlement Currency at the applicable Exchange Rate with the consequence of suffering the decrease in value of the Underlying Reference Currency of the underlying asset in respect of the Settlement Currency.

In the case of a Quanto Option, however, the Underlying Reference Currency is in any case conventionally denominated in the Settlement Currency and the Exchange Rate is not applicable and therefore the effects of the Exchange Rates on the amount paid in relation to the Securities are neutralised. However, it cannot be excluded that the variations on the Exchange Rates might have negative effects on the performance of the underlying asset and therefore, indirectly, also on the Securities with the Quanto Option.

Risk relating to Dual Currency Securities

An investment in Dual Currency Securities will entail significant risks not associated with an investment in a conventional debt security. In particular, the Cash Settlement Amount and the Remuneration Amount(s) are payable in a currency specified in the applicable Final Terms (the Settlement Currency) which is different from the currency in which the Certificates are denominated (the Issue Currency).

Currency exchange rates may be subject to significant fluctuations that may not correlate with changes in the Cash Settlement Amount and/or Remuneration Amount(s) and the timing of changes in the exchange rates may affect the actual return to investors.

Therefore, fluctuations in exchange rates of the relevant currencies (i.e. the Issue Currency and the Settlement Currency) will affect the value of Dual Currency Securities, and may determine a loss of the capital invested.

Risk relating to Dual Currency FX Certificates

An investment in Dual Currency FX Certificates will entail significant risks not associated with an investment in a conventional debt security. In particular, upon occurrence of a Barrier Event, the Cash Settlement Amount may be payable in a currency specified in the applicable Final Terms (the Dual Currency) which is different from the currency in which the Certificates are denominated (the Issue Currency).

Currency exchange rates may be subject to significant fluctuations that may not correlate with changes in the Cash Settlement Amount and the timing of changes in the exchange rates may affect the actual return to investors.

Therefore, fluctuations in exchange rates of the relevant currencies (i.e. the Issue Currency and the Dual Currency) will affect the value of Dual Currency FX Certificates, and may determine a loss of the capital invested.

Price Risk and components that determine the value of the Certificates

The Certificates are composed of a combination of several options and the Securityholder shall take into account that the value of the Certificates will depend on the value of each option composing the certificate. The fluctuation over time of the value of each optional components (and therefore of the Certificates) mostly depends on the current value of the underlying asset to which the Certificates relate, the volatility of the underlying asset, the residual life of the options composing the Certificates, the levels of the interest rates of the monetary markets, the expected dividends (in the case of Share Securities), the correlation (in the event that the underlying asset is a Basket or a Basket of Baskets) as well as the business of the Issuer of the underlying asset, speculative contractions and other factors.

An increase in the value of the underlying asset might determine an increase in the price of the Certificates. Moreover, such determinations are uncertain as the effect on the price of the Certificates is given by the implicit optional structure that takes into account the possibility that an event linked to the payment of a Remuneration Amount as well as a Barrier Event (or a Barrier Gap Event) may occur during the life of the certificate. Prior to the maturity of the certificate, the value of the options might decrease and therefore it will affect the value of the certificate or some of them might expire.

The value of the underlying asset may vary during the course of time and may increase or decrease as the consequence of several factors including corporate transactions, distribution of dividends, microeconomic factors and speculative negotiations. Changes in the value of the underlying asset may affect the trading price of the Certificates but it not possible to foresee if the value of the Underlying will suffer from decreasing or increasing variations. Furthermore, the price of the Certificates might be influenced (in case of listing after offering) by the underwriting and/or placement commissions that will be paid to the Managers and/or the Lead Manager and/or the or distribution commissions the will be paid to the Distributor. The price of the Certificates might be negatively influenced by the worsening of the asset stability of the Issuer.

Risk related to the Participation Factor, the Up Participation Factor and Down Participation Factor

If the Cash Settlement Amount will be calculated on the basis of the Participation Factor, which is a value predetermined by the Issuer in the relevant Final Terms that may be lower than, equal to or higher than 100%, such Participation Factor determines the potential return of the Certificates. If it is lower than 100%, the investor

will partially benefit from the positive performance (or from the negative performance in case of Short Strategy) of the Underlying.

If the Cash Settlement Amount will be calculated in relation to the Up Participation Factor and Down Participation Factor, the return deriving from the positive performance of the Underlying (respectively, positive performance in case of Long Strategy and negative performance in case of Short Strategy) will depend on the Up Participation Factor, which may be lower than 100%. If it is lower than 100%, the investor will partially benefit from the positive performance of the Underlying. Conversely, the return deriving from the negative performance of the Underlying (respectively, negative performance in case of Long Outperformance Certificates and positive performance in case of Short Outperformance Certificates) will depend on the Down Participation Factor, which may be higher than 100%. If it is higher than 100%, the negative impact of the decreasing performance of the Underlying will be amplified.

Risk related to the determination method of the Digital Level

In relation to the Certificates to be issued, the Issuer may set, at its own discretion, one or more Digital Levels higher, equal or lower than the Initial Reference Value of the relevant underlying asset. In particular, the more distant the Digital Level is set in respect of the Initial Reference Value, the greater the possibility that a Digital Event will not occur and therefore that the relevant Digital Amount will not be paid.

In relation to the Cliquet Feature, the investor should also consider that the Digital Level might change in relation to one or more Digital Valuation Periods and, in relation to each Digital Level, a different Digital Amount may be provided.

If an Up Range Digital Level and a Down Range Digital Level are specified in the relevant Final Terms, the possibility that a Digital Event will not occur and therefore that the relevant Digital Amount will not be paid will depend on how the Up Range Digital Level and the Down Range Digital Level will be set by the Issuer in the relevant Final Terms and on whether the value of the Underlying will be closer (in case it is represented by a value falling within the range) or more distant (in case it is represented by a value falling out of the range) in respect of the Initial Reference Value.

In relation to Spread Certificates, for the purpose of determining the Digital Level that will be indicated as an independent percentage on the relevant Final Terms, reference will be made to the differential of the financial assets (two shares, two indices, etc.). Therefore, the payment of the Digital Amount will depend on the performance of the two financial assets. In relation to Multiperformance Certificates, for the purpose of determining the Digital Level that will be indicated as an independent percentage on the relevant Final Terms, reference will be made to the Cumulated Performance of two or more financial assets (two shares, two indices, etc.).

Risk related to the determination method of the Participation Remuneration Level

In relation to the Certificates to be issued, the Issuer may set, at its own discretion, one or more Participation Remuneration Levels higher or lower than the Initial Reference Value of the relevant underlying asset. In particular, the more distant the Participation Remuneration Level is set in respect of the Initial Reference Value, the greater the possibility that a Participation Remuneration Event will not occur and therefore that the relevant Participation Remuneration Amount will not be paid.

In relation to the Cliquet Feature, the investors should also consider that the Participation Remuneration Level might change in relation to one or more Participation Remuneration Event Valuation Periods.

If an Up Range Participation Remuneration Level and a Down Range Participation Remuneration Level are specified in the relevant Final Terms, the possibility that a Participation Remuneration Event will not occur and therefore that the relevant Participation Remuneration Amount will not be paid will depend on how the Up Range Participation Remuneration Level and the Down Range Participation Remuneration Level will be set by

the Issuer in the relevant Final Terms and on whether the value of the Underlying will be closer (in case it is represented by a value falling within the range) or more distant (in case it is represented by a value falling out of the range) in respect of the Initial Reference Value.

In relation to Spread Certificates, for the purpose of determining the Participation Remuneration Level that will be indicated as an independent percentage on the relevant Final Terms, reference will be made to the differential of the financial assets (two shares, two indices, etc.). Therefore, the payment of the Participation Remuneration Amount will depend on the performance of the two financial assets.

Risk related to the Knock-out Feature

In relation to any Remuneration Amount, a Knock-out Feature may be applicable if specified in the relevant Final Terms. In this case, if the Knock-out Event occurs, the Remuneration Amount provided in relation to either such Knock-out Valuation Period and/or the valuation period(s) following such Knock-out Valuation Period will be deactivated and will not be paid. In relation to the Knock-out Feature, the Issuer will set, at its own discretion, one or more Knock-out Levels higher, equal or lower than the Initial Reference Value of the relevant underlying asset. In particular, the closer the Knock-out Level is set in respect of the Initial Reference Value, the greater the possibility that a Knock-out Event will occur and therefore that the relevant Remuneration Amount will not be paid.

Risk related to the Knock-in Feature

In relation to any Remuneration Amount, a Knock-in Feature may be applicable if specified in the relevant Final Terms. In this case, if the Knock-in Event does not occur, the Remuneration Amount provided will not be activated and therefore will not be paid. In relation to the Knock-in Feature, the Issuer will set, at its own discretion, one or more Knock-in Levels higher, equal or lower than the Initial Reference Value of the relevant underlying asset. In particular, the more distant the Knock-in Level is set in respect of the Initial Reference Value, the greater the possibility that a Knock-in Event will not occur and therefore that the relevant Remuneration Amount will not be paid.

Risk related to the occurrence of an Early Redemption Event

If an Early Redemption Event occurs, the Certificates will be redeemed earlier than the Exercise Date (and therefore terminated). In such case, the Securityholders will receive the relevant Early Redemption Amount on the relevant Early Payment Date and no other amounts will be paid.

Investors should consider that the Early Redemption Amount to be paid to the Securityholder may be either an amount predetermined by the Issuer in the relevant Final Terms or an amount that will depend on the value of the relevant underlying asset.

If the Early Redemption Amount is an amount predetermined by the Issuer in the relevant Final Terms, such amount will not depend on the value of the relevant underlying asset and, therefore, the potential positive performance (or the negative performance, in case of Short Strategy) of such underlying asset will not be considered.

If the Early Redemption Amount is an amount that depends on the value of the relevant underlying asset, the investor shall consider that there is a risk of loss of the capital invested depending on the performance of the underlying asset.

In addition, in the event that the relevant underlying asset is registering a positive performance when and Early Redemption Event occurs, investors should consider that it may not be possible to reinvest in such underlying asset at the same conditions applied to the initial investment made in the Certificates.

Furthermore, if the value of the Underlying is calculated as Intraday Value, the Underlying will be observed on a continuous basis and the probability that an Early Redemption Event occurs may be magnified.

Risk related to the Early Partial Capital Payment

The Securities may provide for the application of an Early Partial Capital Payment. In such case, the Securityholder will receive part of the Issue Price on the Early Partial Capital Payment Date specified in the Final Terms.

The investors should therefore consider that, in relation to their investment, the Cash Settlement Amount will be adjusted relative to the Outstanding Amount after the relevant Early Partial Capital Payment Date. Therefore, Early Partial Capital Payment might frustrate investment strategies pursued by the investors, by reducing their exposure (proportionately to the Early Partial Capital Payment Amount paid from time to time) to any potential gain arising out of the positive performance of the Underlying.

Risk related to the Barrier Event and the Barrier Gap Event

The Barrier Event or the Barrier Gap Event (in the case of Gap Certificates) indicates the achievement by one or more underlying assets of a value equal to, higher than or lower than the Barrier Level or below the Lower Barrier Level or higher than the Upper Barrier Level, or the Barrier Gap Level, respectively, on the Barrier Event Determination Period (or/and on a Valuation Date) or on a Barrier Gap Observation Date, as specified in the relevant Final Terms. If a Barrier Event or a Barrier Gap Event occurs, the Cash Settlement Amount will be determined in accordance with a calculation method other than the calculation method applicable if the Barrier Event or the Barrier Gap Event does not occur and such circumstance may have a negative influence on the price. For example, if the relevant Final Terms do not provide a Protection Level or an Air Bag Factor or other similar features, upon occurrence of the Barrier Event, the Cash Settlement Amount will be linked only to the performance of the underlying asset. This may entail the risk of partial or total loss of the investment.

The Securityholder shall consider that the occurrence of a Barrier Event or the Barrier Gap Event will also depend on the volatility of the underlying asset i.e. the more frequent and intense the fluctuations in the value of the underlying asset during the life of the Certificates are, the higher the volatility will be and the greater the chance that the value of the underlying asset will reach the Barrier Level or the Barrier Gap Level and therefore a Barrier Event or a Barrier Gap Event will occur. In relation to the Certificates to be issued, the Issuer might set, at its own discretion, a Barrier Level or a Barrier Gap Level.

Furthermore, if the value of the Underlying is calculated as Intraday Value, the underlying asset(s) will be observed on a continuous basis and the probability that a Barrier Event or a Barrier Gap Event occurs may be magnified.

Finally, if the applicable Final Terms provide for the payment of one or more Premium Gap Amount payable to the investor during the life of the Gap Certificates, the investor should consider that after the occurrence of the Barrier Gap Event the Premium Gap Amount will be determined on the basis of the actual number of days within the relevant Premium Gap Observation Period and not on the basis of all the days of the relevant Premium Determination Period and after the payment of the Premium Gap Amount that will be paid on the first Premium Payment Date following the Barrier Gap Event Date on which a Barrier Gap Event has occurred, no further Premium Gap Amount will be paid to the investors.

Risk related to the Predetermined Loss Percentage

In relation to the Certificates, the Predetermined Loss Percentage option may be also included together with the Barrier Level. If a Barrier Event has occurred, the Cash Settlement Amount will depend on the Predetermined Loss Percentage. Consequently, the lower the Predetermined Loss Percentage the smaller the Cash Settlement Amount that the investor will receive on the Settlement Date.

Risk related to the Digital Certificates

The investor shall consider that, in relation to the Digital Certificates, there is a risk of total loss of the capital invested depending on the performance of the underlying asset. In particular, if the Settlement Event does not occur, the investor will not receive any Settlement Amount and will lose the entire capital invested.

Furthermore, if a Settlement Event occurs, the Cash Settlement Amount to be paid to the Securityholder will not depend on the value of the Underlying, but it will be a predetermined amount dependant on a percentage of the Issue Price specified as "Digital Percentage" in the applicable Final Terms.

Risk related to the Best Of Feature and Worst Of Feature

In relation to the Best Of Feature, for the purposes of the calculation of the Cash Settlement Amount and/or a Remuneration Amount and/or the determination of the Early Redemption Event, the Issuer will indicate in the relevant Final Terms whether it will be considered the underlying financial asset with the first best performance, second best performance or third best performance and so on.

In the case of Best Of Feature, the lower the Issuer selects the performance among the financial activities (First Best Of, Second Best Of, etc.), the lower will be the amount that the investor will receive.

In relation to the Worst Of Feature, for the purposes of the calculation of the Cash Settlement Amount and/or a Remuneration Amount and/or the determination of the Early Redemption Event, the Issuer will indicate in the relevant Final Terms whether it will be considered the underlying financial asset with the first worst performance, second worst performance or third worst performance and so on.

In the case of Worst Of Feature, the higher the Issuer selects the performance among the financial activities (First Worst Of, Second Worst Of, etc.), the lower will be the amount that the investor will receive.

Risk related to Baskets – Risk related to the Rainbow Feature – Correlation risk

The investor shall take into account that in the case of a Basket, the value and the return of the Certificates depends on the value of each Basket Constituents, the weighting allocated to each Basket Constituents and the correlation between the Basket Constituent. The investor shall consider that in the case of a Basket, a different weighting allocated to the Basket Constituents entails a higher or lower value of the Basket. In the case of a Rainbow Feature, unlike the financial instruments that normally are linked to one or more Basket(s), the Issuer will indicate in the relevant Final Terms (i) the financial assets that represent the Basket Constituents, (ii) the relative weighting within the Basket without a preliminary indication of the relevant allocation to a specific financial asset and (iii) the predetermined criteria pursuant to which the allocation among the weights will be made by the Calculation Agent (providing, for instance, in a Basket composed of three financial assets, the Basket would be weighted as follows: 50% for the Basket Constituent with the best performance; 30% for the Basket Constituent with the worst performance; and 20% for a Basket Constituent with the second best performance). For each determination period (during the life of the Certificates and at the exercise date) the Calculation Agent will allocate the weights to the relevant Basket Constituents on the basis of the performance recorded in that relevant determination period and in accordance with the objective criteria provided in the relevant Final Terms. The allocation of the weights might result differently on each determination date pursuant to the performance of each Basket Constituents. Once the Calculation Agent has determined the weighting of the Basket on the relevant determination date, the Calculation Agent will determine the total value of the Basket in accordance with the methods applied for the financial instruments normally linked to the Baskets. Therefore the Rainbow Feature entails that the Basket will have a variable weighting for all the life of the Certificates depending on the performance of the Basket Constituents and, consequently, it will affect the total value of the Basket. The investor shall consider that in the case of Rainbow Feature, upon variation of even only one Basket Constituent, the Reference Value of Basket recorded on a determination date might be completely different from a Reference Value recorded on a prior date.

Furthermore, the higher the correlation between the Basket Constituents the higher the volatility of the value of the Basket and therefore the price of the Certificates. In particular, it will broaden on account of the bullish and bearish effects of the Basket Constituents on the value of such Basket.

Risk related to management fees applied by the Issuer in case of Benchmark Certificates

The Issuer may apply to the Benchmark Certificates an Annual Management Fee ("**AMF**") which will be determined on the basis of the AMF Percentage indicated in the applicable Final Terms. Such fee will accrue proportionally to the tenor of the Certificates and will not be affected in any way by the performance of the Underlying. The AMF will be deducted from the Cash Settlement Amount, and in case of listing of the Certificates on an exchange the price of the Certificates will include such AMF, as accrued progressively.

In conjunction with the AMF, the Issuer may also apply a Variable Management Fee ("**VMF**"), whose VMF Percentage (specified as a range in the relevant Final Terms) may vary during the life of the Certificates. Any variation of the VMF Percentage will be published by the Issuer on its website and by appropriate communication to the relevant exchange where the Certificates are listed.

Prospective investors in Benchmark Certificates should consider that, if the AMF (and, eventually also the VMF) are applicable pursuant to the relevant Final Terms, the daily value of the Underlying will be affected by such fees and, consequently, at maturity, the positive (or negative) performance of the Underlying during the life of the Certificates shall be considered net of the AMF (and of the VMF, as the case may be).

Risk related to the Restrike Feature

In relation to the Restrike Feature, if a Restrike Event has occurred, the Initial Reference Value will be recalculated and set at the Restrike Percentage. Therefore, the amounts that the investor may receive, in case of Restrike Feature and upon occurrence of the Restrike Event, depend on the Restrike Percentage defined in the relevant Final Terms.

Risk related to the Call Option

Prospective investors should consider that if the Certificates will be exercised upon the Exercise of the Call Option by the Issuer. Therefore, the exercise of the Call Option by the Issuer might frustrate long term investment strategies pursued by the investors.

In relation to Certificates that qualify as eligible liabilities under the MREL Requirements, the exercise of the Call Option by the Issuer may be subject to particular restrictions prescribed by the applicable laws and regulations at the relevant time, as described in Risk Factor "*Early redemption and repurchase of the Certificates which qualify as MREL eligible liabilities may be restricted"* below.

Risk related to the early exercise of the Certificates following a MREL Disqualification Event

As the BRRD2 and CRR II have been recently adopted, there is uncertainty as to their implementation and interpretation in the relevant Member States. Therefore, for Certificates intended to be eligible liabilities under the MREL Requirements, the Issuer cannot provide any assurance that the Certificates will be or remain MREL eligible liabilities.

If the Securities are initially specified as MREL eligible liabilities in the applicable Final Terms and subsequently become ineligible due to a change in MREL Requirements, then a MREL Disqualification Event will occur.

If a MREL Disqualification Event occurs and is continuing in relation to any Series of such Certificates, the Issuer in its discretion may redeem all, but not some only, of the Certificates of such Series.

If the Issuer should redeem such Certificates, the Securityholders will receive an amount which shall be equal to the fair market value of the Certificates (the bid-value in case of Italian Traded Securities). In such case the

Securityholders may be exposed to the risk that, due to the early redemption, their investment may have a lower than expected potential return and that it may not be possible to reinvest the amount received at the same conditions applied to the initial investment made in the Certificates.

Early redemption and repurchase of the Certificates which qualify as MREL eligible liabilities may be restricted

Any early redemption or repurchase of Certificates intended to qualify as eligible liabilities under the MREL Requirements, is subject to compliance by the Issuer with any conditions or restrictions to such redemption or repurchase prescribed by the applicable laws and regulations at the relevant time, including any requirements applicable to such redemption due to the qualification of such Securities at such time as eligible liabilities available to meet the MREL Requirements.

The new regulatory framework, set out in Articles 77 and 78a of CRR II, provides that the relevant resolution authority shall grant permission to call, redeem, repay or repurchase liabilities that are eligible to meet the MREL Requirements (eligible liabilities instruments), prior their contractual maturity.

In particular, according to such provisions the relevant resolution authority would approve an early redemption of the eligible liabilities in accordance with Article 78a of the CRR where one of the following conditions is met:

(i) on or before such call, redemption, repayment or repurchase (as applicable), the Issuer replaces the eligible liabilities with own funds instruments or eligible liabilities instruments of equal or higher quality at terms that are sustainable for its income capacity; or

(ii) the Issuer has demonstrated to the satisfaction of the resolution authority that its own funds and eligible liabilities would, following such call, redemption, repayment or repurchase, exceed the requirements for own funds and eligible liabilities laid down in the applicable MREL Requirements by a margin that the Relevant Authority considers necessary; or

(iii) the Issuer has demonstrated to the satisfaction of the resolution authority that the partial or full replacement of the eligible liabilities with own funds instruments is necessary to ensure compliance with the own funds requirements laid down in the applicable MREL Requirements actions for continuing authorization,

subject in any event to any different conditions or requirements as may be provided from time to time under the applicable laws and regulations, as adopted by the the Republic of Italy.

The BRRD2 and CRR II have been recently adopted and there is uncertainty as to their implementation and interpretation in the relevant Member States.

Risk related to the Accumulated Amount's payment contingent upon occurrence of an Early Redemption Event

If an Early Redemption Level is applicable under the relevant Final Terms, and if so specified in such Final Terms, the Accumulated Amount will be paid only upon occurrence of an Early Redemption Event. As a result, even if one or more Accumulating Events have occurred, the Securityholders will not receive any Accumulated Amount unless an Early Redemption Event has occurred.

Risk related to the Strike Percentage (in case of Call Certificates)

The Cash Settlement Amount will be calculated also on the basis of the Strike Percentage, which is a value predetermined by the Issuer in the relevant Final Terms that may be lower than, equal to or higher than 100%. Such Strike Percentage contributes to the determination of the potential return of the Certificates. If it is higher

than 100%, the positive performance of the Underlying will be considered partially in order to calculate the Cash Settlement Amount. Furthermore, in case of negative performance of the Underlying, if the Strike Percentage is equal to or higher than 100% the Cash Settlement Amount will be equal to zero.

Impact of running structuring fees on the value of the Securities

Investors should also note that running structuring fees may be applied by the Issuer in respect of the value of the Securities.

Such running structuring fees will not be affected in any way by the performance of the relevant Underlying.

The Issuer will specify in the relevant Final Terms the running structuring fee (and, in the case, how such structuring fee will be charged). Prospective investors should consider that, if the running structuring fees are applicable, the value of the Securities will be affected by such fees also on the secondary markets.

Impact of running commissions and costs on the value of the Securities

Investors should be aware that the Securities, if so provided in the applicable Final Terms, may embed running commissions/costs. In this case, the applicable Final Terms will specify the details of such commissions/costs and to whom they will be due.

Prospective investors should consider that, if the running commissions/costs are applicable, the value of the Seurities will be affected by such commissions/costs also on the secondary markets.

2.4. Specific risks related to Warrants

Loss risk in relation to the Covered Warrants

An investment in Covered Warrants entails the risk of loss of the capital invested.

In relation to Call Covered Warrants, in case of negative performance of the Underlying, if the Final Reference Value is lower than the Exercise Price, the investor will bear a total loss of the capital invested. Furthermore, if the Final Reference Value is higher than the Exercise Price, but not enough to offset the price paid for the purchase of the Covered Warrants, the investor will bear a partial loss of the capital invested.

In relation to Put Covered Warrants, in case of positive performance of the Underlying, if the Final Reference Value is higher than the Exercise Price, the investor will bear a total loss of the capital invested. Furthermore, if the Final Reference Value is lower than the Exercise Price, but not enough to offset the price paid for the purchase of the Covered Warrants, the investor will bear a partial loss of the capital invested.

Risk related to the Exercise Price

The Cash Settlement Amount of the Covered Warrants will be calculated also on the basis of the Exercise Price, which is a value either predetermined by the Issuer in the relevant Final Terms or communicated to investors on the date(s) specified in the relevant Final Terms through the relevant notice. Such Exercise Price contributes to the determination of the potential return of the Covered Warrants.

Risk related to the Strike Percentage

The Cash Settlement Amount will be calculated on the basis of the Strike Percentage, which is a value predetermined by the Issuer in the relevant Final Terms that may be lower than, equal to or higher than 100%. Such Strike Percentage contributes to the determination of the potential return of the Warrants.

In particular, in relation to Call Warrants, if it is higher than 100%, the positive performance of the Underlying will be considered partially in order to calculate the Cash Settlement Amount. Furthermore, in case of negative

performance of the Underlying, if the Strike Percentage is equal to or higher than 100% the Cash Settlement Amount will be equal to zero.

In relation to Put Warrants, if it is lower than 100%, the negative performance of the Underlying will be considered partially in order to calculate the Cash Settlement Amount. Furthermore, in case of positive performance of the Underlying, if the Strike Percentage is lower than 100% the Cash Settlement Amount will be equal to zero.

Risk related to the Interest Rate Warrants

Prospective investors should consider that the payment of the Floating Amount and the Cash Settlement Amount will depend, among other things, on the Interest Cap. In particular, such rate will be detracted from the Reference Rate, reducing therefore the potential amount of the Floating Amount and/or the Cash Settlement Amount, as the case may be.

The Floating Amount will also depend on the Notional Amount specified for the relevant Floating Amount Determination Period. In particular, the Notional Amount may vary on each Floating Amount Determination Period and the Floating Amount received at a later Floating Amount Payment Date may differ considerably from the Floating Amount received on the First Floating Amount Payment Date. Furthermore, for the purposes of the calculation of the Cash Settlement Amount, also the Final Notional Amount is different from the Notional Amount considered for the purposes of the calculation of the Floating Amounts.

Risk related to the Barrier Event (in case of Corridor Warrants)

The Barrier Event indicates the achievement by one or more underlying assets of a value below the Lower Barrier Level or higher than the Upper Barrier Level, on the Barrier Event Determination Period. If a Barrier Event occurs, the term of the Securities will end immediately and the investors will only receive Corridor Early Amount which can equal to zero. This may entail the risk of partial or total loss of the investment.

The Securityholder shall consider that the occurrence of a Barrier Event will also depend on the volatility of the underlying asset i.e. the more frequent and intense the fluctuations in the value of the underlying asset during the life of the Warrants are, the higher the volatility will be and the greater the chance that the value of the underlying asset will be below the Lower Barrier Level or higher than the Upper Barrier Level and therefore a Barrier Event will occur. In relation to the Warrants to be issued, the Issuer might set, at its own discretion, the Lower Barrier Level and the Upper Barrier Level.

The Barrier Event could occur on any day within the Barrier Valuation Period, starting from the Determination Date (included) to the Valuation Date (included). Furthermore, if the value of the Underlying is calculated as Intraday Value, the underlying asset(s) will be observed on a continuous basis and the probability that a Barrier Event occurs may be magnified.

Time Lag after Exercise

In the case of any exercise of Warrants, there will be a time lag between the time a Warrant holder gives instructions to exercise, or the time the Warrant is automatically exercised, and the time the applicable Cash Settlement Amount (in the case of Cash Settled Warrants) relating to such exercise is determined. Any such delay between the time of exercise and the determination of the Cash Settlement Amount will be specified in the Terms and Conditions of the Securities. However, such delay could be significantly longer, particularly in the case of a delay in exercise of Warrants arising from any daily maximum exercise limitation (in the case of American Style Warrants), the occurrence of a market disruption event or failure to open of an exchange or related exchange (if applicable) or following the imposition of any exchange controls or other similar regulations affecting the ability to obtain or exchange any relevant currency (or basket of currencies) in the case of Currency Warrants. The applicable Cash Settlement Amount may change significantly during any such period, and such

movement or movements could decrease the Cash Settlement Amount of the Warrants being exercised and may result in such Cash Settlement Amount being zero.

Minimum Exercise Amount

If so indicated in the applicable Final Terms, a Warrantholder must tender or hold a specified number of Warrants at any one time in order to exercise. Thus, Warrantholders with fewer than the specified minimum number of Warrants will either have to sell their Warrants or purchase additional Warrants, incurring transaction costs in each case, in order to realise their investment. Furthermore, holders of such Warrants incur the risk that there may be differences between the trading price of such Warrants and the Cash Settlement Amount (in the case of Cash Settled Warrants) or the Entitlement (in the case of Physical Delivery Warrants) of such Warrants.

Limitations on Exercise

In the case of American Style Warrants, if so indicated in the applicable Final Terms, the Issuer will have the option to limit the number of American Style Warrants exercisable on any date (other than the final exercise date) to the maximum number specified in the applicable Final Terms and, in conjunction with such limitation, to limit the number of American Style Warrants exercisable by any person or group of persons (whether or not acting in concert) on such date. In the event that the total number of American Style Warrants being exercised on any date (other than the final exercise date) exceeds such maximum number and the Issuer elects to limit the number of American Style Warrants exercisable on such date, a Warrant holder may not be able to exercise on such date all American Style Warrants that such holder desires to exercise. In any such case, the number of American Style Warrants to be exercised on such date will be reduced until the total number of American Style Warrants exercised on such date no longer exceeds such maximum, such American Style Warrants being selected at the discretion of the Issuer or in any other manner specified in the applicable Final Terms. Unless otherwise specified in the applicable Final Terms, the American Style Warrants tendered for exercise but not exercised on such date will be automatically exercised on the next date on which American Style Warrants may be exercised, subject to the same daily maximum limitation and delayed exercise provisions.

2.5. Risks related to Securities generally

Option to Vary Settlement

The Issuer may have an option to vary settlement in respect of the Securities, at its sole and unfettered discretion and may elect (1) not to pay the relevant Securityholders the Cash Settlement Amount, but to deliver or procure delivery of the Entitlement or (2) not to deliver or procure delivery of the Entitlement, but to make payment of the Cash Settlement Amount on the Settlement Date to the relevant Securityholders.

Modification

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

The Conditions also provide that the Principal Security Agent and the Issuer may, without the consent of Securityholders, agree to (i) any modification (subject to certain specific exceptions) of the Securities or the Agency Agreement which is not prejudicial to the interests of the Securityholders or (ii) any modification of the Securities or the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest error or proven error or to comply with mandatory provisions of law.

Settlement Disruption Event

In the case of Physical Delivery Securities, if a Settlement Disruption Event occurs or exists on the Settlement

Date, settlement will be postponed until the next Settlement Business Day on which no Settlement Disruption Event occurs. The Issuer in these circumstances also has the right to pay the Settlement Disruption Amount (as defined in the Conditions) in lieu of delivering the Entitlement. Such a determination may have an adverse effect on the value of the relevant Securities.

Expenses and Taxation

A holder of Securities must pay all Expenses relating to such Securities. As used in the Conditions, Expenses means all taxes, duties and/or expenses, including any applicable depository charges, transaction or exercise charges, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising from the exercise and settlement of such Securities pursuant to the terms of such Securities as more fully set out in Condition 10.

The Issuer shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, exercise or enforcement of any Security by any person and all payments made by the Issuer shall be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.

U.S. Foreign Account Tax Compliance Withholding

The Issuer and other financial institutions through which payments on the Securities are made may be required to withhold U.S. tax at a rate of 30 per cent. on all, or a portion of, "foreign passthru payments" (a term not yet defined) made two years after the date of publication of final U.S. Treasury Regulations defining the term “foreign passthru payment”, or later. This withholding would potentially apply to payments in respect of (i) any Securities 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 after the "grandfathering date" which (A) with respect to Securities that give rise solely to foreign passthru payments, is the date that is six months after the date on which final U.S. Treasury Regulations defining the term foreign passthru payment are filed with the Federal Register, and (B) with respect to Securities that give rise to a dividend equivalent pursuant to Section 871(m) of the Code as discussed below (and therefore do not give rise to foreign passthru payments), is the date that is six months after the date on which obligations of their type are first treated as giving rise to dividend equivalents, or in either case are issued on or before the grandfathering date and are materially modified thereafter, and (ii) any Securities characterised as equity or which do not have a fixed term for U.S. federal tax purposes, whenever issued. If Securities are issued on or before the grandfathering date, and additional Securities of the same series are issued after that date, the additional Securities may not be treated as grandfathered, which may have negative consequences for the existing Securities, including a negative impact on market price.

While the Securities are in global form and held within the clearing systems, it is not expected that FATCA will affect the amount of any payment received by the clearing systems. However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. FATCA also may affect payment to any ultimate investor that is a financial institution not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose their custodians and intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA) and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. The Issuer’s obligations under the Securities are discharged once it has paid the common depositary or common safekeeper for the clearing systems (as bearer or registered holder of the Securities) and the Issuer has therefore no responsibility for any amount thereafter transmitted through the hands of the clearing systems and custodians or intermediaries. The documentation expressly contemplates the possibility that the Securities may go into definitive form and therefore that they may be taken out of the clearing systems. If this

were to happen, then a non-FATCA compliant holder could be subject to FATCA withholding.

If an amount in respect of U.S. withholding tax were to be deducted or withheld from payments on the Securities, none of the Issuer, any paying agent or any other person would, pursuant to the conditions of the Securities, be required to pay additional amounts as a result of the deduction or withholding of such tax. As a result, investors may receive a lesser amount than expected. Holders of Securities should consult their own tax advisers for a more detailed explanation of FATCA and how FATCA may apply to payments they receive under the Securities.

FATCA is particularly complex and its application to the Issuer, the Securities, and investors in the Securities is uncertain at this time. The application of FATCA to "foreign passthough payments" on the Securities or to Securities issued or materially modified after the grandfathering date may be addressed in the relevant Final Terms or a supplement to the Base Prospectus, as applicable.

On 10 January 2014, representatives of the Governments of Italy and the United States signed an intergovernmental agreement to implement FATCA in Italy (the "**IGA**"), which entered into force on 1st July 2014. The IGA ratification law entered into force on 8 July 2015. Under these rules, the Issuer, as a reporting financial institution, will be required to collect and report certain information in repect of its account holders and investors to the Italian tax authorities, which would automatically exchange such information periodically with the U.S. Internal Revenue Service.

U.S. Dividend Equivalent Payments

U.S. Treasury Regulations under Section 871(m) of the Code imposing a withholding tax on certain “dividend equivalents” under certain “equity linked instruments” exclude from their scope instruments issued before calendar year 2021 that do not have a “delta of one” with respect to underlying securities that could pay U.S.-source dividends for U.S. federal income tax purposes (each an “Underlying Security”). Subject to this pre-2021 exemption, Section 871(m) of the Code will apply to a financial instrument (a "Specified Security") if it meets either (i) a "delta" test, if it is a "simple" contract, or (ii) a "substantial equivalence" test, if it is a "complex" contract. Section 871(m) of the Code provides certain exceptions to this withholding regime, in particular for instruments linked to certain broad-based indices that meet requirements set forth in the applicable Treasury regulations, as well as instruments that track such indices. If the terms of a financial instrument issued before calendar year 2021 (that is exempt from withholding under Section 871(m) of the Code) are "significantly modified" sometime after calendar year 2020 such that the financial instrument is treated as retired and reissued for U.S. federal income tax purposes, it will lose this exemption. Withholding in respect of dividend equivalents will generally be required when cash payments are made on a Specified Security or upon the date of maturity, lapse or other disposition by the non-U.S. holder of the Specified Security. If U.S. Underlying Equities are expected to pay dividends during the term of the Specified Security, withholding generally will still be required even if the Specified Security does not provide for payments explicitly linked to dividends. If the Issuer or any other relevant withholding agent determines that withholding is required, neither the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld.

Section 871(m) of the Code is complex and its application may depend on your particular circumstances, including whether you enter into other transactions with respect to an Underlying Security. You should consult your tax advisor regarding the potential application of Section 871(m) of the Code to the Securities.

Other taxation considerations

It is not possible to predict whether the taxation regime applicable to Securities on the date of purchase or subscription will be amended during the term of the Securities. If such amendments are made, the taxation regime applicable to the Securities may differ substantially from the taxation regime in existence on the date of purchase or subscription of the Securities.

Illegality and Cancellation

If the Issuer determines that its performance under any Securities has, or that any arrangements made to hedge the Issuer's obligations under any Securities have, become (i) illegal in whole or in part for any reason, or (ii) by reason of a force majeure event (such as an act of God, fire, flood, severe weather conditions, or a labour dispute or shortage) or an act of state, impossible or impracticable, the Issuer may cancel such Securities. The Issuer may also cancel the Securities upon the occurrence of certain adjustment events as set out in Condition 15 (*Terms of the Securities*). If the Issuer cancels the Securities, then the Issuer will, if and to the extent permitted by applicable law, pay an amount to each Securityholder in respect of each Security held by such holder, equal to the fair market value the Securities (the bid-value in case of Italian Traded Securities), notwithstanding such illegality, force majeure event or act of state, less the cost to the Issuer and/or any of its Affiliates or agents of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements), all as determined by the Calculation Agent in its sole and absolute discretion (such cost shall not be applicable in case of Italian Traded Securities). Payment will be made in such manner as shall be notified to the Securityholders in accordance with Condition 9 (*Notices*).

Hedging Disruption

In respect of the Securities linked to one or more Underlying(s), the Issuer or one of its affiliates may be unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to the Securities; or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of hedge positions as the case may be between accounts within the jurisdiction of the hedge position (the "**Affected Jurisdiction**") or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

In connection with such hedging activities, the Issuer and/or its affiliates may enter into transactions which may affect the liquidity or value of the Securities and which could be deemed to be adverse to the interests of the relevant Securityholders.

If an Hedging Disruption occurs, the Calculation Agent may consider such event as an Early Redemption Event and the Issuer shall terminate its obligations under the Securities and shall pay or cause to be paid an amount on the basis of the fair market value of the Securities (the bid-value in case of Italian Traded Securities).

Change of law

The Conditions are based on English law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English law or administrative practice after the date of this Base Prospectus.

Potential Conflicts of Interest

The Issuer and/or any of its Affiliates may also engage in trading activities (including hedging activities) related to the asset or other basis of reference underlying any Securities and other instruments or derivative products based on or related to the asset or other basis of reference underlying any Security for their proprietary accounts or for other accounts under their management. The Issuer and/or any of its Affiliates may also issue other derivative instruments in respect of the asset or other basis of reference underlying Securities. The Issuer and/or any of its Affiliates may also act as underwriter in connection with future offerings of shares or other securities related to an issue of Securities or may act as financial adviser to certain companies or companies whose shares are included in a basket of shares or in a commercial banking capacity for such companies. Such activities could present certain conflicts of interest, could influence the prices of such shares or other securities and could adversely affect the value of such Securities.

Under the Conditions of the Securities, the Calculation Agent may make certain determinations in respect of the Securities which could affect the amount payable by the Issuer on the Securities. In exercising its right to make such determinations the Calculation Agent is entitled to act in its sole and absolute discretion. Where the Issuer

acts as Calculation Agent, potential conflicts of interest may exist between the Calculation Agent and the Securityholders, including with respect to those determinations that the Calculation Agent may make pursuant to the Securities that may influence the Combined Amount payable on the Settlement Date.

Any further conflict of interest, including conflicts between the Issuer and any Managers or Distributors will be indicated in the relevant Final Terms.

Physical Delivery Requirements and Settlement Risk

If so specified in the relevant Final Terms, in order to receive the Entitlement in respect of a Physical Delivery Security, the holder of such Security must (1) deliver or send by authenticated swift message (confirmed in writing) to Euroclear or Clearstream, Luxembourg (as the case may be), with a copy to the Issuer and the Principal Security Agent (a) a duly completed Exercise Notice on or prior to the relevant time on the Expiration Date (in the case of a Physical Delivery Warrant) or (b) a duly completed Physical Delivery Confirmation Notice on or prior to the relevant time on the Exercise Date (in the case of a Physical Delivery Certificate) and (2) pay the relevant Premium (in the case of a Warrant) and Expenses (in the case of a Warrant or a Certificate), together with any other amounts payable. Failure to do so will result (i) in the case of a Warrant where Automatic Exercise is not specified in the applicable Final Terms, the relevant Warrant's becoming void or (ii) in the case of a Warrant where Automatic Exercise is specified in the applicable Final Terms, or (iii) in the case of a Certificate, the Securityholder receiving the Assessed Value Payment Amount instead of the Entitlement. The Assessed Value Payment Amount will be determined by the Calculation Agent by reference to the fair market value of the assets comprised in the Entitlement. See Condition 19 for Warrants and Condition 23 for Certificates.

Following the exercise of Physical Delivery Warrants or in connection with the exercise of Physical Delivery Certificates, unless otherwise indicated in the Final Terms, the Calculation Agent may determine that a Settlement Disruption Event or, if applicable, a Failure to Deliver due to Illiquidity is subsisting. Any such determination may affect the value of the Securities and/or may delay settlement and/or lead to cash settlement rather than physical settlement in respect of the Securities.

If so indicated in the applicable Final Terms, the Issuer has an option to vary settlement in respect of the Securities. If exercised by the Issuer, this option will lead to Physical Delivery Securities being cash settled or Cash Settled Securities being physically settled. Exercise of such option may affect the value of the Securities.

European financial transactions tax

On 14 February 2013, the European Commission issued proposals, including a draft Directive (the **Commission Proposal**), for a financial transaction tax (**FTT**) to be adopted in Belgium, Germany, Estonia, Greece, Spain[2], France, Italy, Austria, Portugal, Slovenia and Slovakia (the **participating Member States**). However, Estonia has since stated that it will not participate. If the Commission's Proposal was adopted, the FTT would be a tax primarily on "financial institutions" (which could include the Issuer) in relation to "financial transactions" (which would include the conclusion or modification of derivative contracts and the purchase and sale of financial instruments).

Under the Commission's Proposal, the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Certificates where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

[2] On 18 Febreuary 2020 the Spanish Government approved the referral to the Spanish Congress of the Bill creating the Financial Transaction Tax.

The FTT may give rise to tax liabilities for the relevant Issuer with respect to certain transactions if it is adopted based on the Commission's Proposal. Examples of such transactions are the conclusion of a derivative contract in the context of the relevant Issuer's hedging arrangements or the purchase or sale of securities (such as charged assets) or the exercise/settlement of a warrant. The relevant Issuer is, in certain circumstances, able to pass on any such tax liabilities to holders of the Securities and therefore this may result in investors receiving less than expected in respect of the Securities. It should also be noted that the FTT could be payable in relation to relevant transactions by investors in respect of the Securities (including secondary market transactions) if conditions for a charge to arise are satisfied and the FTT is adopted based on the Commission's Proposal. Primary market transactions referred to in Article 5(c) of Regulation EC No 1287/2006 are expected to be exempt. There is however some uncertainty in relation to the intended scope of this exemption for certain money market instruments and structured issues.

However, the FTT proposal remains subject to negotiation between the participating Member States. It may therefore be altered prior to implementation, the timing of which remains unclear. Additional Member States may decide to participate. Prospective Certificateholders are advised to seek their own professional advice in relation to the FTT.

United Kingdom's exit from the European Union

On 23 June 2016, the United Kingdom (the "**UK**") held a referendum on the UK's membership of the EU. The result of the referendum's vote was to leave the EU and the UK Government invoked article 50 of the Lisbon Treaty. On 24 January 2020, it was announced that the government of the UK and the EU had executed and entered into to a withdrawal agreement (the "**Withdrawal Agreement**"). On 29 January 2020, the European Parliament voted to consent to the Withdrawal Agreement, and on 30 January 2020, the European Council adopted, by written procedure, the decision on the conclusion of the Withdrawal Agreement on behalf of the EU. On 31 January 2020, upon the United Kingdom's exit from the EU, the Withdrawal Agreement entered into force. A transition period begins following the date of the United Kingdom's withdrawal until 31 December 2020 (the "**Transition Period**"). During the Transition Period, in effect, UK will continue to be part of the EU Single Market, Customs Union and trade deals. The scope, nature and terms of the relationship between the UK and the EU after the Transition Period remains uncertain.

There are a number of areas of uncertainty in connection with the future of the UK and its relationship with the European Union and the negotiation of the UK's exit terms and related matters may take several years. Given this uncertainty and the range of possible outcomes, it is not currently possible to determine the impact that the referendum, the UK's departure from the European Union and/or any related matters may have on general economic conditions in the UK and the European Union. It is also not possible to determine the impact that these matters will have on the Issuer or any other party to the transaction documents, or on the regulatory position of any such entity or of the transactions contemplated by the transaction documents under EU regulation or more generally.

Legal Risks

Legal investment considerations may restrict certain investments

Each prospective purchaser of Securities must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its acquisition of the Securities (i) is fully consistent with its (or if it is acquiring the Securities in a fiduciary capacity, the beneficiary's) financial needs, objectives and condition, (ii) complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it (whether acquiring the Securities as principal or in a fiduciary capacity) and (iii) is a fit, proper and suitable investment for it (or if it is acquiring the Securities in a fiduciary capacity, for the beneficiary), notwithstanding the clear and substantial risks inherent in investing in or holding the Securities. Potential investors should consult with their own tax, legal, accounting and/or financial advisers before considering investing in the Securities.

The investment activities of certain investors are subject to legal 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) Securities are legal investments for it, (2) Securities can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Securities. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Securities under any applicable risk-based capital or similar rules.

No reliance

A prospective purchaser may not rely on the Issuer, the Managers, if any, or any of their respective affiliates in connection with its determination as to the legality of its acquisition of the Securities or as to the other matters referred to above. None of the Issuer, the Managers, if any, or any of their respective affiliates has or assumes responsibility for the lawfulness of the acquisition of the Securities by a prospective purchaser of the Securities, whether under the laws of the jurisdiction of its incorporation or the jurisdiction in which it operates (if different), or for compliance by that prospective purchaser with any law, regulation or regulatory policy applicable to it.

2.6. Risks related to the offer to the public and/or admission of the Securities to trading on a regulated market

Impact of implicit fees on the Issue/Offer Price

Investors should note that implicit fees (e.g. placement commissions/distribution commissions, structuring fees) may be a component of the Issue/Offer Price of Securities, but such fees will not be taken into account for the purposes of determining the price of the relevant Securities in the secondary market.

The Issuer will specify in the relevant Final Terms the type and amount of any implicit fees which are applicable from time to time.

Investors should also take into consideration that if Securities are sold on the secondary market immediately following the offer period relating to such Securities, the implicit fees included in the Issue/Offer Price on initial subscription for such Securities will be deducted from the price at which such Securities may be sold in the secondary market.

Certain considerations associated with public offers of Securities

If Securities are distributed by means of a public offer, under certain circumstances indicated in the relevant Final Terms, the Issuer and/or other entities specified in the Final Terms may have the right to withdraw the offer, which in such circumstances will be deemed to be null and void according to the terms indicated in the relevant Final Terms.

In such case, investors who have already paid or delivered subscription monies for the relevant Securities will be entitled to reimbursement of such amounts, but (in the case of Certificates) will not receive any remuneration that may have accrued in the period between their payment or delivery of subscription monies and the reimbursement of the Securities.

Possible Illiquidity of the Securities in the Secondary Market

It is not possible to predict the price at which Securities will trade in the secondary market or whether such market will be liquid or illiquid. The Issuer may, but is not obliged to, list or admit to trading Securities on a stock exchange or market. If the Securities are not listed or admitted to trading on any exchange or market, pricing information for the Securities may be more difficult to obtain and the liquidity of the Securities may be adversely affected. If the Issuer does list or admit to trading an issue of Securities, there can be no assurance that at a later date, the Securities will not be delisted or that trading on such exchange or market will not be

suspended. In the event of a delisting or suspension of listing or trading on a stock exchange or market, the Issuer will use its reasonable efforts to list or admit to trading the Securities on another exchange or market. Also, (in the case of Warrants) to the extent Warrants of a particular issue are exercised, the number of Warrants of such issue outstanding will decrease, resulting in a diminished liquidity for the remaining Warrants of such issue. A decrease in the liquidity of an issue of Warrants may cause, in turn, an increase in the volatility associated with the price of such issue of Warrants.

The Issuer, or any of its Affiliates may, but is not obliged to, at any time purchase Securities at any price in the open market or by tender or private treaty. Any Securities so purchased may be held or resold or surrendered for cancellation. The Issuer or any of its Affiliates may, but is not obliged to, be a market-maker for an issue of Securities. Even if the Issuer or such other entity is a market-maker for an issue of Securities, the secondary market for such Securities may be limited. To the extent that an issue of Securities becomes illiquid, an investor may have to exercise such Securities (in the case of American Style Warrants) or wait until the Exercise Date (in the case of European Style Warrants and Certificates) to realise value.

Finally, investors should note that if an entity is appointed as market-maker or liquidity provider with respect to the Securities in the secondary market, this may, in certain circumstances, affect the price of the Securities in the secondary market.

Listing of Securities

In respect of Securities which are (in accordance with the applicable Final Terms) to be listed on a stock exchange, market or quotation system, the Issuer shall use all reasonable endeavours to maintain such listing, provided that if it becomes impracticable or unduly burdensome or unduly onerous to maintain such listing, then the Issuer may apply to de-list the relevant Securities, although in this case it will use all reasonable endeavours to obtain and maintain (as soon as reasonably practicable after the relevant de-listing) an alternative admission to listing, trading and/or quotation by a stock exchange, market or quotation system within or outside the European Union, as it may decide.

If such an alternative admission is not available or is, in the opinion of the Issuer, impracticable or unduly burdensome, an alternative admission will not be obtained.

DOCUMENTS INCORPORATED BY REFERENCE

The following information, which has previously been published and filed with the CSSF is incorporated by reference in, and forms part of, this Base Prospectus:

(i) the audited consolidated annual financial statements of the Intesa Sanpaolo Group as at and for the year ended 31 December 2018, as shown in the Intesa Sanpaolo Group 2018 Annual Report, available at the following website https://group.intesasanpaolo.com/content/dam/portalgroup/repository-documenti/investor-relations/bilanci-relazioni-en/2018/CNT-05-000000052A83D/CNT-05-000000052F133.pdf

(ii) the audited consolidated annual financial statements of the Intesa Sanpaolo Group as at and for the year ended 31 December 2019, as shown in the Intesa Sanpaolo Group 2019 Annual Report, available at the following website: https://group.intesasanpaolo.com/content/dam/portalgroup/repository-documenti/investor-relations/bilanci-relazioni-en/2019/20200430_BILANCI_2019_Def_uk.pdf

(iii) the press release dated 17 February 2020 announcing Intesa Sanpaolo S.p.A.'s decision to launch a voluntary public exchange offer in respect of all ordinary shares of UBI Banca S.p.A. (the "**17 February 2020 Press Release**"), to the extent of those pages specified in the cross-reference list further below. The Press Release can be accessed at the following website: https://group.intesasanpaolo.com/content/dam/portalgroup/repository-documenti/investor-relations/Contenuti/RISORSE/Documenti%20PDF/ubi/20200217_Art102_uk.pdf

(iv) the press release dated 5 May 2020 and entitled "*Intesa Sanpaolo: Consolidated Results as at 31 March 2020*" (the "**5 May 2020 Press Release**"), to the extent of those pages specified in the cross-reference list further below. The Press Release can be accessed at the following website: https://group.intesasanpaolo.com/content/dam/portalgroup/repository-documenti/investor-relations/comunicati-stampa-en/2020/05/20200505_1Q20Results_uk.pdf

This Base Prospectus will be available, in electronic format, on the website of the Luxembourg Stock Exchange (https://www.bourse.lu) and at the following website: www.intesasanpaolo.prodottiequotazioni.com

Any information contained in or incorporated by reference in any of the documents specified above which is not included in the cross-reference list in this Base Prospectus is either not relevant to investors or is covered elsewhere in this Base Prospectus and, for the avoidance of doubt, unless specifically incorporated by reference into this Base Prospectus, information contained on the website does not form part of this Base Prospectus.
The Issuer declares that the English translation of each of the Intesa Sanpaolo Group's financial statements incorporated by reference in this Base Prospectus is an accurate and not misleading translation in all material respect of the Italian language version of the Intesa Sanpaolo Group's financial statements. Intesa Sanpaolo S.p.A. takes responsibility for the accuracy of such translations.

Cross-reference list

The following table shows where the information required under article 19(2) of Regulation (EU) 2017/1129 can be found in the above-mentioned documents.

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TERMS AND CONDITIONS OF THE SECURITIES

The following is the text of the Terms and Conditions (the Conditions) of the Securities which will apply to each issue of Securities and, except in the case of Italian Dematerialised Securities, be incorporated by reference into each Global Security. The terms of the Final Terms (the "Final Terms") applicable to the respective issue of Securities complete and specify the Terms and Conditions of the Securities. The completed and specified Final Terms together with the Terms and Conditions of the Securities represent the conditions applicable to the relevant issue of Securities

Securities other than Italian Dematerialised Securities are issued by Intesa Sanpaolo S.p.A. (the **Issuer**) pursuant to an Agency Agreement dated on or about 12 June 2020 (as amended and/or supplemented and/or restated from time to time, the **Agency Agreement**) between the Issuer and BNP Paribas Securities Services, Luxembourg Branch as principal security agent[3] (the **Principal Security Agent**, which expression shall include any successor principal security agent and, together with any additional security agents appointed pursuant to Clause 17 of the Agency Agreement, the **Security Agents**, which expression shall include any additional or successor security agents) and BNP Paribas Securities Services, Luxembourg Branch as registrar (the **Registrar**, which expression shall include any successor registrar).

The Issuer shall undertake the duties of calculation agent (in this capacity, the **Calculation Agent**) in respect of the Securities (including Italian Dematerialised Securities) unless another entity is so specified as the calculation agent in the applicable Final Terms. The expression Calculation Agent shall, in relation to the relevant Securities, include such other specified Calculation Agent.

The Securities (including Italian Dematerialised Securities) will be either warrants (**Warrants**) or certificates (**Certificates**), as specified in the applicable Final Terms, and references in these Conditions to **Security** and **Securities** will be construed accordingly. Conditions 19, 20 and 21 apply only to Warrants and Conditions 22 and 23 apply only to Certificates. Other Conditions apply to Warrants and/or Certificates, as applicable. References herein to the **applicable Final Terms** or **relevant Final Terms** are to Part A of the Final Terms or each Final Terms (in the case of any further securities issued pursuant to Condition 11 and forming a single series with the Securities) (which for the avoidance of doubt may be issued in respect of more than one series of Securities).

In respect of Securities other than Italian Dematerialised Securities, the applicable Final Terms is attached to the Global Security or Registered Global Security or any Securities in definitive form.

Bearer Securities

Each series of Securities that are not Registered Securities (as defined below in these Terms and Conditions of Securities) (**Bearer Securities**) will on issue be constituted by either (a) in the case of Bearer Securities with a maturity of more than one year, a temporary global security in bearer form (**Temporary Global Security**) or (b) in the case of Securities with a maturity of one year or less, a permanent global security in bearer form (**Permanent Global Security** and together with the Temporary Global Security, **Global Securities** and each a **Global Security**) as indicated in the applicable Final Terms which, in either case, will be deposited with a depositary (**Common Depositary**) common to Euroclear Bank S.A./N.V. (**Euroclear**) and Clearstream Banking, S.A. (**Clearstream, Luxembourg**).

On or after the 40th day following the Issue Date of the Temporary Global Securities (the Exchange Date) the Temporary Global Security will be exchangeable (a) for a Permanent Global Security or (b) for bearer securities

[3] *BNP Paribas Securities Services Luxembourg Branch, being part of a financial group providing client services with a worldwide network covering different time zones, may entrust parts of its operational processes to other BNP Paribas Group entities and/or third parties, whilst keeping ultimate accountability and responsibility in Luxembourg.*

in definitive form (Definitive Securities, and the expression Definitive Certificates shall be construed accordingly), as indicated in the applicable Final Terms and in each case only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in such Bearer Security are not United States persons or persons who have purchased for resale directly or indirectly to any United States person or to a person within the United States or its possessions, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certification received) to the Principal Security Agent. A Permanent Global Security will be exchangeable (free of charge), in whole but not in part, for Definitive Securities only upon the occurrence of an Exchange Event. For these purposes, Exchange Event means that (i) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) and have announced an intention permanently to cease business or have in fact done so and no successor clearing system is available or (ii) as a result of a change in law, the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Securities represented by the Securities in definitive form. The Issuer will promptly give notice to Securityholders in accordance with Condition 9 (*Notices*) if an Exchange Event occurs.

Bearer Securities will only be delivered outside the United States and its possessions.

With respect to any Bearer Security, payments of principal and interest in all cases will be made only outside the United States and its possessions, and if a payment of interest is made before the Exchange Date, only to the exent that certification of non-U.S. beneficial ownership, as described above, has been received.

The following legend will appear on all Bearer Securities with a maturity of more than one year:

"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."

Registered Securities

Any Securities that are "registration-required obligations" under the Code and US Treasury Regulations will be issued in "registered form" for US federal income tax purposes (**Registered Securities**). Registered Securities will be represented by definitive registered certificates registered in the names of the beneficial owners thereof (**Registered Certificates** or **Registered Securities**) and/or a registered certificate in global form (a **Global Registered Certificate**) which will be registered in the name of a nominee for a common depositary for Euroclear and Clearstream, Luxembourg or in any clearing system specified in the applicable Final Terms. Definitive Securities will be exchangeable for definitive Registered Securities only if and to the extent so specified in the relevant Final Terms. Definitive Registered Securities will not be exchangeable for Definitive Securities or an interest therein.

Italian Dematerialised Securities

Italian Dematerialised Securities will be issued in bearer (*al portatore*), uncertificated and dematerialised form evidenced at any time through book-entries into Monte Titoli S.p.A. (with registered office and principal place of business at Piazza degli Affari 6, 20123 Milan, Italy, or any successor clearing system thereto) (**Monte Titoli**) pursuant to Italian legislative decree no. 58/1998, as amended and implemented and subsequent implementing provisions and in accordance with CONSOB and Bank of Italy Joint Regulation dated 13 August 2018 ("**Italian Dematerialised Securities**"). Italian Dematerialised Securities will not be issued in definitive form. However, the holder still has the right to obtain the release of the certificate pursuant to articles 83-*quinquies* and 83-*novies*, paragraph 1, letter b), of the Italian legislative decree no. 58/1998 as amended and integrated by subsequent implementing provisions. While the Italian Dematerialised Securities are represented by book entries, investors will be able to trade their beneficial interests only through Monte Titoli and the authorized financial intermediaries holding accounts on behalf of their customers with Monte Titoli. As the Italian

Dematerialised Securities are held in dematerialised form with Monte Titoli, investors will have to rely on the procedures of Monte Titoli and the financial intermediaries authorised to hold accounts therewith, for transfer, payment and communication with the Issuer.

General

Copies of the Agency Agreement (which contains the form of the Final Terms) and the applicable Final Terms are obtainable at the specified office of the Principal Security Agent, and in the case of Registered Securities, the Registrar, save that if the Securities are neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Regulation, the applicable Final Terms will only be obtainable by a Securityholder holding one or more Securities (as detailed below) and such Securityholder must produce evidence satisfactory to the Issuer or the relevant Security Agent as to its holding of such Securities and identity.

Words and expressions defined in the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise stated.

The Securityholders (as defined in Condition 1(B) (*Title to Securities other than Registered Securities*)) are entitled to the benefit of and are deemed to have notice of and are bound by all the provisions of the Agency Agreement (insofar as they relate to the Securities) and the applicable Final Terms, which are binding on them.

1. Type, Title and Transfer

(A) *Type*

The Securities are Index Securities, Share Securities, Exchange Rate Securities, Futures Contract Securities, Fund Securities, Govies Securities, Interest Rate Securities and Commodities Securities, Dual Currency Securities (or a combination of Dual Currency Securities and any of the foregoing) and Combined Securities, as specified in the applicable Final Terms. Certain terms which will, unless otherwise varied in the applicable Final Terms, apply to the Securities are set out in Condition 15 (*Terms of the Securities*).

The applicable Final Terms will indicate:

1) For all Securities, whether settlement shall be by way of cash payment (**Cash Settled Securities**) or physical delivery (**Physical Delivery Securities**) or whether the method of settlement will be subject to the occurrence of a specific event (e.g. the Barrier Event). Italian Dematerialised Securities shall be Cash Settled Securities and settlement shall be by way of cash payment only;

2) In the case of Warrants only:

   (i) whether the Warrants are American style Warrants, being Warrants which are exercisable during a specified period (**American Style Warrants**) or European style Warrants, being Warrants which are exercisable on a specified date (**European Style Warrants**) and whether automatic exercise (**Automatic Exercise**) applies to Warrants;

   (ii) whether the Warrants are call Warrants (**Call Warrants**) or put Warrants (**Put Warrants**);

   (iii) whether the Warrants are corridor Warrants (**Corridor Warrants**) being Warrants which allow to obtain a fixed Cash Settlement Amount, specified in the Final Terms, if the value of the Underlying remains within a range (a corridor) defined by two Barrier (the Lower

Barrier Level and the Upper Barrier Level). Otherwise, if the value of the Underlying, on any day within the Barrier Valuation Period, falls below the Lower Barrier Level or above the Upper Barrier Level, the Corridor Warrants will expire immediately and the investor is entitled to receive the Corridor Early Amount, specified in the applicable Final Terms, instead of the Cash Settlement Amount and such Corridor Early Amount can be equal to zero; and

3) in the case of Certificates only, whether remuneration amounts shall be payable in respect of the Securities.

Reference in these Conditions, save for the Italian Dematerialised Securities and unless the context otherwise requires, to Cash Settled Securities shall be deemed to include references to Physical Delivery Securities, which include an option (as set out in the applicable Final Terms) at the Issuer's election to request cash settlement of such Security and where settlement is to be by way of cash payment, and references in these Conditions, save for the Italian Dematerialised Securities and unless the context otherwise requires, to Physical Delivery Securities shall be deemed to include references to Cash Settled Securities which include an option (as set out in the applicable Final Terms) at the Issuer election to request physical delivery of the relevant Underlying in settlement of such Security and where settlement is to be by way of Physical Delivery.

Securities may, if so specified and provided for in the applicable Final Terms, allow holders to elect for settlement by way of cash payment or by way of physical delivery or by such other method of settlement as is specified in the applicable Final Terms. Those Securities where the holder has elected for cash payment will be Cash Settled Securities and those Securities where the holder has elected for physical delivery will be Physical Delivery Securities. The rights of a holder as described in this paragraph may be subject to the Issuer's right to vary settlement if so indicated in the applicable Final Terms.

(B) *Title to Securities other than Registered Securities*

For so long as the Securities are represented by a Global Security, each person (other than Euroclear or Clearstream Luxembourg) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular number of Securities (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the number of Securities standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Security Agents and the Calculation Agent as the holder of such number of Securities for all purposes (and the expressions **Securityholder** and **holder of Securities** and related expressions shall be construed accordingly).

For so long as any of the Securities are represented by an Italian Dematerialised Securities, the person who is for the time being shown in the records of Monte Titoli as the holder of a particular amount of Securities (in which regard any certificate, record or other document issued by Monte Titoli as to the amount of Securities standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall (except as otherwise required by applicable law) be treated for all purposes by the Issuer and all other persons dealing with such person as the holder thereof and as the person entitled to exercise the rights represented thereby notwithstanding any notice to the contrary (and the expressions **Securityholder** and **holder of Securities** and related expressions shall be construed accordingly, except where Italian law is applicable, in which case **Securityholder** and **holder of Securities** will be exclusively deemed to be the beneficial owner of the Italian Dematerialised Securities). The Issuer shall cause Italian Dematerialised Securities to be dematerialised and centralised with Monte Titoli, pursuant to Italian legislative decree no. 58/1998 as amended and integrated by subsequent implementing provisions.

(C) *Title to Registered Certificates*

For so long as the Securities are represented by a Global Registered Certificate held on behalf of Euroclear and/or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be, each person (other than Euroclear or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be, as the holder of a particular amount of such Certificates (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be, as to the amount of Certificates standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Security Agents and the Calculation Agent as the holder of such amount of such Certificates for all purposes other than with respect to the payment of cash settlement amounts, remuneration amounts and/or interest with respect to such Certificates for which purpose the registered holder (as shown in the register kept at the principal office of the Registrar (the **Register**), of the relevant Global Registered Certificate shall be treated by the Issuer, the Security Agents and the Calculation Agent as the holder of such amount of such Certificates in accordance with and subject to the terms of the relevant Global Registered Certificate (and the expressions **Securityholder** and **holder of Securities** and related expressions shall be construed accordingly).

In the case of definitive Registered Certificates, the Issuer shall cause to be kept at the principal office of the Registrar, a Register on which shall be entered the names and addresses of all Certificateholders, the amount and type of the Certificates held by each Certificateholder and details of all transfers of the Certificates. Each person who is for the time being shown in the Register as the holder of a particular amount of Certificates shall (except as otherwise required by law) be treated as the absolute owner of such amount of Certificates for all purposes (regardless of any notice of ownership, trust, or any interest in it, any writing on it, or its theft or loss) and no person will be liable for so treating such person (and the expressions **Securityholder** and **holder of Securities** and related expressions shall be construed accordingly).

(D) *Transfers of Securities other than Registered Securities*

For so long as the Securities are represented by Definitive Securities, title to the Securities will pass by delivery.

For so long as the Securities are represented by a Global Security, all transactions (including transfers of Securities) in the open market or otherwise must be effected through an account at Euroclear or Clearstream, Luxembourg, subject to and in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg (as the case may be).

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer and the Principal Security Agent from time to time and notified to the Securityholders in accordance with Condition 9 (*Notices*).

Any transfer or attempted transfer in or into the United States or to, or for the account or benefit of, a United States person shall be null and void *ab initio* and shall vest no rights in the purported transferee (the **Disqualified Transferee**) and the last preceding holder that was not a Disqualified Transferee shall be restored to all rights as a Securityholder thereof retroactively to the date of transfer of such interest by the relevant Securityholder.

For so long as the Securities are represented by Italian Dematerialised Securities, the Securities are held in dematerialised form on behalf of the beneficial owners, until redemption or cancellation thereof, by

Monte Titoli for the account of the relevant Monte Titoli account holders. Italian Dematerialised Securities will at all times be held in book entry form and title to the Italian Dematerialised Securities will be evidenced by book entries pursuant to the relevant provisions of Italian legislative decree no. 58/1998, as amended and integrated by subsequent implementing provisions, and in accordance with CONSOB and Bank of Italy Joint Regulation dated 13 August 2018, as amended and integrated by subsequent implementing provisions. The Securityholders may not require physical delivery of the Italian Dematerialised Securities. However, the Securityholders may ask the relevant intermediaries for certification pursuant to Article 83-quinquies of Italian legislative decree no. 58/1998, as amended and integrated by subsequent implementing provisions. Italian Dematerialised Securities will be transferable only in accordance with the rules and procedures for the time being of Monte Titoli. In particular, the transfer of the Italian Dematerialised Securities operates by way of registration in the accounts opened with Monte Titoli by the intermediaries adhering to the clearing system. As a consequence, the subject who from time to time is the owner of the account held with an intermediary adhering, directly or indirectly, to Monte Titoli, in which the Italian Dematerialised Securities are credited, is considered as the legitimate beneficial owner of the Italian Dematerialised Securities and is authorised to exercise all rights related to them.

(E) *Transfers of Registered Securities*

Global Registered Securities may be transferred only to a successor clearing organization. Transfers of beneficial interests in the underlying Registered Certificates represented by a Global Registered Security will be effected only through the book-entry system maintained by Euroclear or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be, and may be effected by such clearing systems or by other participants and, if appropriate, indirect participants in such clearing systems acting on behalf of beneficial transferors and transferees of such interests. Title will pass upon registration of the transfer in the books of Euroclear or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be.

Title to definitive Registered Certificates will pass upon the registration of transfers in accordance with the provisions of the Agency Agreement. A definitive Registered Certificate may be transferred by the transferor or a person duly authorised on behalf of the transferor depositing at the specified office of the Registrar a duly completed transfer certificate (a **Transfer Certificate**) in the form set out in the Agency Agreement (copies of which are available from the Registrar) signed by or on behalf of the transferor and upon the Registrar after due and careful enquiry being satisfied with the documents of title and the identity of the person making the request and subject to the regulations set out under the Agency Agreement, the Registrar should enter the name of the transferee in the Register for the definitive Registered Certificates as the Certificateholder of the Registered Certificate specified in the form of transfer.

Certificateholders will not be required to bear the costs and expenses of effecting any registration of transfer as provided above, except for any costs or expenses of delivery other than by regular uninsured mail and except that the Issuer may require the payment of a sum determined by the Calculation Agent sufficient to cover any stamp duty, tax or other governmental charge that may be imposed in relation to the registration or exchange in the jurisdiction of the Issuer or in any other jurisdiction where the Registrar's specified office is located.

Registered Certificates and interests therein may not be transferred at any time, directly or indirectly, in or into the United States or to or for the benefit of a U.S. person, and any such transfer shall not be recognised.

2. Status of the Securities

The Securities constitute direct, unsubordinated, unconditional and unsecured obligations of the Issuer and rank, unless provided otherwise by law, *pari passu* among themselves and (save for certain obligations required to be preferred by law) equally with all other unsecured obligations other than subordinated obligations, if any, of the Issuer from time to time outstanding.

Certificates that are intended to be eligible for the purposes of the minimum requirement for own funds and eligible liabilities ("**MREL**") are subject to certain restrictions which will increase in the future – following the full applicability of the relevant provisions arising from the MREL Requirements.

In particular, in relation to Series of Certificates issued in order to satisfy the MREL Requirements:

(i) the Securityholders unconditionally and irrevocably waive any right of set-off, netting, counterclaim, abatement or other similar remedy which they might otherwise have under the laws of any jurisdiction or otherwise in respect of such Certificates;

(ii) claims arising from such Cerificates are neither secured, nor subject to a guarantee or any other arrangement that enhances the seniority of the claims by the Issuer or by other entities related to the Issuer;

(iii) to the extent that the Issuer intends to qualify Series of Certificates as eligible liabilities in accordance with article 45 ter paragraph 2 lett. b) of the BRRD II, the value of the claim arising from such Series of Certificates in cases of the insolvency and of the resolution of the Issuer is fixed or increasing, and does not exceed the initially paid-up amount of Certificates, under all relevant laws and regulations amended from time to time, which are and will be applicable to the Issuer .

3. Definitions

For the purposes of these Conditions, the following definitions will apply:

Accumulated Amount means, in relation to one or more Accumulated Valuation Date, the amount in the Settlement Currency to be paid to the Securityholder on the relevant Accumulated Payment Date per each Minimum Exercise Amount pursuant to Condition 24 (*Pay-out provisions*).

Each Accumulated Amount, in relation to the relevant Accumulated Valuation Date, will be equal to the product between (i) the Accumulating Amount provided in relation to such Accumulating Valuation Period and (ii) the total number of Accumulating Events occurred during the relevant Accumulating Valuation Period.

If an Early Redemption Level is specified as applicable under the relevant Final Terms, and if so specified in such Final Terms, the Accumulated Amount will be paid only upon occurrence of an Early Redemption Event. In such case, the Accumulated Amount will be paid on the Accumulated Payment Date coinciding with, or immediately after, the Early Payment Date in relation to which an Early Redemption Event has occurred;

Accumulating Amount means, in relation to the relevant Accumulating Valuation Period, the amount in the Settlement Currency set out in the relevant Final Terms;

Accumulating Autocallable Trigger means the amount in the Settlement Currency set out in the relevant Final Terms in relation to the relevant Accumulated Valuation Date. If on an Accumulated Valuation Date the Accumulated Amount payable to the investors is lower than, equal to or higher than, as specified in the applicable Final Terms, the relevant Accumulating Autocallable Trigger, such event will be considered as an Early Redemption Event and, therefore, the Certificates are deemed to be early redeemed and the Securityholders are entitled to receive the payment of the relevant Early Redemption Amount on the relevant Early Payment Date;

Accumulating Event means the event occurring if the Calculation Agent determines that the Reference Value or the Spread (in the case of Spread Certificates) or the Cumulated Performance (in the case of Multiperformance Certificates):

(i) is equal to, higher than or lower than the relevant Accumulating Level on the relevant Accumulating Valuation Period; and/or

(ii) has been, at least once during the relevant Accumulating Valuation Period, equal to, higher than or lower than the relevant Accumulating Level; and/or

(iii) has never been equal to, higher than or lower than the relevant Accumulating Level during the relevant Accumulating Valuation Period; and/or

(iv) has fallen at least once or has never fallen within or out of a range between the relevant Up Range Accumulating Level and the relevant Down Range Accumulating Level (included or excluded in the range as specified in the relevant Final Terms) on/during the relevant Accumulating Valuation Period,

as specified from time to time in the relevant Final Terms.

The applicable Final Terms may also specify whether, for the purpose of the determination of such event the applicable condition (among one of those specified under points (i) to (iv) above) has to be satisfied in relation to all the Underlyings or Basket Constituents, or at least one or more Underlyings or Basket Constituents.

The investors will be notified of the number of Accumulating Events occurred during the relevant Accumulating Valuation Period through a notice published on the website of the Issuer www.intesasanpaolo.prodottiequotazioni.com;

Accumulating Level means the value that may be specified in the applicable Final Terms that determines the occurrence of the Accumulating Event.

The Accumulating Level is represented by a percentage of the Initial Reference Value or as an independent percentage value (in relation to Spread Certificates and Multiperformance Certificates) or by a predetermined value, specified in the relevant Final Terms in relation to the relevant Accumulating Valuation Period.

If the Best Of Feature or the Worst Of Feature applies in relation to the determination of the occurrence of the Accumulating Event, the Issuer will specify in the relevant Final Terms the occurrence of the Accumulating Event in relation to one or more Underlying and the applicable Final Terms may specify the relevant Accumulating Level for each Underlying;

Accumulated Payment Date means the date on which the Issuer shall pay the Accumulated Amount to the Securityholders provided that, if such date does not fall on a Business Day, it shall be postponed to the next day which is a Business Day;

If the Early Redemption Event is specified as applicable in the relevant Final Terms, and if so specified in such Final Terms, the Accumulated Amount will be paid only upon occurrence of the Early Redemption Event. In such case, the Accumulated Amount will be paid on the Accumulated Payment Date coinciding with, or immediately after, the Early Payment Date in relation to which the Early Redemption Event has occurred;

Accumulated Valuation Date means the date, specified in the applicable Final Terms, in which the Calculation Agent determines how many times the relevant Accumulating Event has occurred during the relevant Accumulating Valuation Period and therefore it determines the amount of the relevant Accumulated Amount. In the event of more Accumulating Valuation Periods, the relevant Final Terms will indicate the **First Accumulated Valuation Date**, the **Second Accumulated Valuation Date**, and so on;

If the applicable Final Terms specifies the Accumulating Autocallable Trigger as applicable, in the Accumulated Valuation Date following the relevant Accumulating Valuation Period, the Calculation Agent will determine also whether an Early Redemption Event has occurred;

Accumulating Valuation Period means the period composed of one or more Exchange Business Days, as indicated in the applicable Final Terms in which the Calculation Agent determines the occurrence of a Accumulating Event. In the event of more Accumulating Valuation Periods, the relevant Final Terms will indicate the **First Accumulating Valuation Period**, the **Second Accumulating Valuation Period**, and so on.

In the event that a Market Disruption Event has occurred on the Accumulating Valuation Period or on one Exchange Business Day of the Accumulating Valuation Period, the provisions set out within Condition 15(1) (*Market Disruption Event*) will apply;

Actual Exercise Date, in respect of an American Style Warrant, is defined in Condition 19(A) (i) or in respect of an European Style Warrant, is defined in Condition 19(A)(ii), in each case subject to Condition 21(A) (ii);

ADR means an American Depositary Receipt which will be specified as the underlying asset or a Basket Constituent, from time to time in the relevant Final Terms.

Save where specifically provided under the applicable Final Terms, all references in the Conditions or, as applicable, to the "Shares" shall be deemed to be to the GDRs or ADRs, as applicable, and/or the Underlying Shares, references to the issuer of the Share, as applicable, shall be deemed to be to the issuer of the GDRs or ADRs, as the case may be, and the issuer of the Underlying Shares, and references to the "Exchange" shall be deemed to be to the exchange or quotation system on which the GDRs or ADRs, as the case may be, are listed and the exchange or quotation system on which the Underlying Shares are listed, and with such additional or alternative modifications as the Calculation Agent may consider necessary or otherwise desirable provided that any such amendment is not materially prejudicial to the holders of Securities;

Affiliate means in relation to any entity (the **First Entity**), any entity controlled, directly or indirectly, by the First Entity, any entity that controls, directly or indirectly, the First Entity or any entity directly or indirectly under common control with the First Entity. For these purposes **control** means ownership of a majority of the voting power of an entity;

Air Bag Factor means the numerical value specified in the applicable Final Terms;

AMF Percentage means, in relation to the calculation of the Annual Management Fee, the percentage indicated in the applicable Final Terms, which may be lower than or equal to 5% per annum;

Annual Management Fee or AMF, means, if applied by the Issuer in relation to Benchmark Certificates, a fee charged to the investor at the particular time "t" which, irrespective of the performance of the Underlying, will accrue gradually and proportionally to the tenor of the Certificates and will be determined according to the formula set out below.

The Calculation Agent will deduct the accrued AMF from the Cash Settlement Amount pursuant to Condition 24 (*Pay-out provisions*). If the Certificates are listed or admitted to trading, their price for trading purposes will include the AMF gradually accrued on each Exchange Business Day.

In particular, the AMF will be determined on the basis of the AMF Percentage. The AMF will be calculated as follows:

$$\boldsymbol{AMF_t} = \prod_{t\in(t_0,t_0+1,\ldots\ldots,t)}^{t}\left(100\% - \frac{AMF\,Percentage}{365.25}\right)$$

Where:

"**t**" is the date related to each calendar day when the AMF is determined;

In relation to the Annual Management Fee, in order to keep aligned the value of the Underlying and the value of the Certificates, the Issuer may proceed (if so specified in the applicable Final Terms), on every Adjustment Day specified in the applicable Final Terms, to reset the Multiplier. Such adjustment will be notified (at least on the Business Day before the relevant Adjustment Day), by way of notice published on the Issuer's website.

In each Adjustment Day "t", the adjustment will be determined according to the following formula:

$AMF\ Multiplier_t = AMF\ Multiplier_{(t-1)}\ x\ AMF\ Adjustment\ Factor_t$

Where:

"**AMF Adjustment Factor$_t$**"$=100\% - \frac{AMF\ Percentage}{365.25}$

"**AMF Multiplier$_t$**" is the AMF Multiplier determined at the Adjustment Day "t". The AMF Multiplier$_t$ at the first Adjustement Day (t=0), is the AMF Multiplier as indicated in the applicable Final Terms or communicated at the Determination Date.

Annual Valuation Date means, in relation to the Internal Return Amount, the period (composed of one or more Exchange Business Days, as indicated in the applicable Final Terms) in which the Calculation Agent determines the Reference Value for the purposes of the calculation of the Internal Return Amount;

Annual Remuneration Payment Date means, in relation to the Internal Return Amount (if applicable), one or more Business Days on which the Issuer shall pay the Internal Return Amount to the Securityholders provided that, if such date does not fall on a Business Day, it shall be postponed to the next day which is a Business Day. If there are more Annual Remuneration Payment Dates, the relevant Final Terms will specify the **First Annual Remuneration Payment Date**, the **Second Annual Remuneration Payment Date** and so on;

Barrier Event means, if applicable pursuant to the relevant Final Terms, the event occurring if the Calculation Agent determines that the Reference Value or the Final Reference Value or the Spread (in the case of Spread Certificates) or the Cumulated Performance (in the case of Multiperformance Certificates):

(i) is equal to, higher than or lower than the relevant Barrier Level on the Barrier Event Determination Period; and/or

(ii) has been, at least once during the relevant Barrier Event Determination Period, equal to, higher than or lower than the relevant Barrier Level; and/or

(iii) has never been equal to, higher than or lower than the relevant Barrier Level during the relevant Barrier Event Determination Period; and/or

(iv) has fallen at least once or has never fallen within or out of a range between the relevant Upper Barrier Level and the relevant Lower Barrier Level (included or excluded in the range as specified in the relevant Final Terms) on/during the relevant Barrier Event Determination Period;

as specified from time to time in the relevant Final Terms.

The applicable Final Terms may also specify whether, for the purpose of the determination of such event the applicable condition (among one of those specified under points (i) to (iv) above) has to be satisfied in relation to all the Underlyings or Basket Constituents, or at least one or more Underlyings or Basket Constituents.

The Barrier Event will be promptly notified to the Securityholders pursuant to Condition 9 (*Notices*);

Barrier Event Determination Period means the period composed of one or more Exchange Business Days as indicated in the applicable Final Terms in which the Calculation Agent determines the occurrence of the Barrier Event;

In the event that a Market Disruption Event has occurred on the Barrier Event Determination Period or on one Exchange Business Day of the Barrier Event Determination Period, the provisions set out within Condition 15(1) (*Market Disruption Event*) will apply;

Barrier Gap Event means, in the case of Gap Certificates and in relation to the Premium Gap Amount, the event occurring if the Calculation Agent determines that, during the Barrier Gap Observation Period, the Gap Daily Performance, as calculated in accordance with the terms of the relevant Final Terms, is equal to, higher than or lower than the Barrier Gap Level specified from time to time in the relevant Final Terms.

The Barrier Gap Event will be promptly notified to the Securityholders pursuant to Condition 9 (*Notices*).

In relation to the calculation of the Premium Gap Amount(s) payable to the investor during the life of the Gap Certificates, the investor should consider that after the occurrence of the Barrier Gap Event:

(i) the Premium Gap Amount will be determined on the basis of the actual number of days within the relevant Premium Gap Observation Period and not on the basis of all the days of the relevant Premium Determination Period; and

(ii) after the payment of the Premium Gap Amount that will be paid on the first Premium Payment Date following the Barrier Gap Event Date on which a Barrier Gap Event has occurred, no further Premium Gap Amount will be paid to the investors.

Barrier Gap Event Date means, in the case of Gap Certificates, the date on which a Barrier Gap Event has occurred;

Barrier Gap Leverage means, in the case of Gap Certificates, a percentage indicated by the Issuer in the relevant Final Terms;

Barrier Gap Level means, in relation to the Barrier Gap Event, a percentage indicated by the Issuer in the relevant Final Terms.

If the Best Of Feature or the Worst Of Feature applies in relation to the determination of the occurrence of the Barrier Gap Event, the Issuer will specify in the relevant Final Terms the occurrence of the Barrier Gap Event in relation to one or more Underlying and the applicable Final Terms may specify the relevant Barrier Gap Level for each Underlying;

Barrier Gap Observation Period means the period composed of one or more Exchange Business Days indicated in the relevant Final Terms on which the Calculation Agent determines if the Gap Daily Performance of the Underlying, as calculated in accordance with the terms of the relevant Final Terms, is equal to, higher than or lower than the Barrier Gap Level as specified from time to time in the relevant Final Terms.

In relation to the Intraday Value, in the event that a Market Disruption Event has occurred on an Exchange Business Day of the Barrier Gap Observation Period, the provisions set out within Condition 15(1) (*Market Disruption Event*) will apply;

Barrier Level means the value specified in the applicable Final Terms that determines the occurrence of the Barrier Event. Such value may be set as:

(i) a percentage of the Initial Reference Value (or as an independent percentage value in relation to Spread Certificates and Multiperformance Certificates) specified in the applicable Final Terms; or

(ii) a predetermined value specified in the applicable Final Terms; or

(iii) a percentage of the Strike, specified in the applicable Final Terms; or

(iv) a percentage of the highest or the lowest (as specified in the applicable Final Terms) Reference Value registered during the Barrier Selection Period.

If the Best Of Feature or the Worst Of Feature applies in relation to the determination of the occurrence of the Barrier Event, the Issuer will specify in the relevant Final Terms the occurrence of the Barrier Event in relation to one or more Underlying and the applicable Final Terms may specify the relevant Barrier Level for each Underlying;

Barrier Selection Period means, when the Barrier Level is determined as specified at point (iv) of the definition of "Barrier Level", the period composed of one or more Exchange Business Days indicated in the relevant Final Terms, on which the Calculation Agent determines the highest or the lowest Reference Value (as specified in the applicable Final Terms) of the Underlying in order to determine the Barrier Level;

Base Premium Percentage means the percentage specified from time to time in the relevant Final Terms;

Basket means a portfolio composed of two or more financial assets comprised in the same basket. A Basket may represent the Underlying of the Securities or it may constitute a Basket Constituent of another Basket (the Underlying of the Securities), as specified in the relevant Final Terms;

Basket Constituent means, in relation to each Series, each financial asset specified as such in the relevant Final Terms;

Basket Constituent Weight means, in respect of each Basket Constituent, the value specified in the applicable Final Terms;

Basket Value means the value of the Basket calculated by the Calculation Agent in order to determine the Initial Reference Value, the Reference Value and Final Reference Value.

In particular, at any time, the Basket Value is equal to the sum of the single Values of the Basket Constituents at such time, divided by the single Values of the Basket Constituents at time "0", and multiplied by the relevant Basket Constituent Weight of each Basket Constituent comprised in the same Basket, in accordance with one of the following formulas:

a) $Basket_t = \sum_{i=1}^{n} \frac{C_t^i}{C_0^i} \times W^i$

Where:

"$\boldsymbol{Basket_t}$" is the Basket Value at time "*t*",

"$\boldsymbol{C_t^i}$" is the Value of the Basket Constituent "*i*" at time "*t*", as specified in the applicable Final Terms,

"$\boldsymbol{C_0^i}$" is the Value of the Basket Constituent "*i*" at time "*0*", as specified in the applicable Final Terms,

"$\boldsymbol{W^i}$" is the Basket Constituent Weight of each Basket Constituent, and

"$\boldsymbol{n}$" is the number of the Basket Constituents;

b) $Basket_t = \sum_{i=1}^{n} Min(Cap_i ; \frac{C_t^i}{C_0^i}) \times W^i$

Where:

"$\boldsymbol{Basket_t}$" is the Basket Value at time "*t*",

"$\boldsymbol{Cap_i}$" is the maximum performance of the Basket Constituent "*i*", specified in the applicable Final Terms for each Basket Constituent, considered in order to calculate the Basket Value,

"$\boldsymbol{C_t^i}$" is the Value of the Basket Constituent "*i*", at time "*t*", as specified in the applicable Final Terms,

"$\boldsymbol{C_0^i}$" is the Value of the Basket Constituent "*i*" at time "*0*", as specified in the applicable Final Terms,

"$\boldsymbol{W^i}$" is the Basket Constituent Weight of each Basket Constituent, and

"$\boldsymbol{n}$" is the number of the Basket Constituents.

In the case of Securities linked to a Basket of Baskets, the value of the Basket Constituent(s) will also be determined according to the above fomulas;

Best Of Feature means the determination method that may be specified as applicable in the relevant Final Terms. If the Best Of Feature applies, the Calculation Agent will select the Best Of Underlying to determine:

(i) the relevant Remuneration Amount and/or the occurrence of the event that triggers such Remuneration Amount; and/or

(ii) the Early Redemption Amount and/or the occurrence of the Early Redemption Event; and/or

(iii) the Settlement Amount; and/or

(iv) the occurrence of the Barrier Event.

In addition, as specified in the applicable Final Terms, the Best Of Feature may apply in relation to any or all the relevant valuation periods;

Best Of Underlying means, in the case of Best Of Feature, the Underlying with the first, second or third (and so on, depending on the number of the underlying assets) best Performance of the Underlying in respect of the Performance of the other Underlying(s). In the applicable Final Terms, the Issuer will indicate for each Series if it will take into account the Underlying with the first best Performance (in such case this will be named Best Of Underlying), the second best Performance (in such case this will be named **Second Best Of Underlying**) or the third best Performance (in such case this will be named **Third Best Of Underlying**) and so on. Upon selection of the Best Of Underlying by the Calculation Agent the investors will be informed pursuant to Condition 9 (*Notices*);

BRRD means Directive 2014/59/EU of the Parliament and of the Council of the European Union establishing a framework for the recovery and resolution of credit institutions and investment firms, as amended or replaced from time to time;

Buffer Event means, in relation to Buffer Protection Certificates, the event occurring when the Calculation Agent determines that, in a Buffer Valuation Date indicated by the Issuer, the Performance Sum is lower than, equal to or higher than the Buffer Percentage, as specified in the relevant Final Terms from time to time;

Buffer Percentage means in relation to Buffer Protection Certificates, the percentage specified in the relevant Final Terms;

Buffer Valuation Date means, in relation to Buffer Protection Certificates, the period composed of one or more Exchange Business Days, as indicated in the relevant Final Terms, in which the Calculation Agent determines if the Performance Sum is lower than, equal to or higher than the Buffer Percentage and therefore if a Buffer Event has occurred;

Business Day means (i) a day (other than a Saturday or Sunday) on which commercial banks and exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the relevant Business Day Centre(s) and on which each of Euroclear and Clearstream, Luxembourg is open for business (or, where the Securities are Italian Dematerialised Securities, a day on which Monte Titoli is open for business) and (ii) for the purposes of making payments in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (the "**TARGET2 System**") or any successor thereto is open (and, where the Securities are Italian Dematerialised Securities, a day on which Monte Titoli is open for business). In the event that one or more dates specified in the applicable Final Terms do not fall on a Business Day, such dates shall be postponed to the next day or to the previous day, as specified in the relevant Final Terms, which is a Business Day;

Calculation Agent means Intesa Sanpaolo S.p.A. or such other calculation agent specified in the applicable Final Terms;

Calculation Entity means, in the case of Certificates on Interest Rates, the entity responsible for the calculation and publication of the Interest Rate that will be indicated from time to time in the relevant Final Terms;

Calendar Performance means, in the case of Calendar Certificates, the performance of each Underlying or Basket Constituent determined by the Calculation Agent according to the following formula:

Max {Calendar Floor Percentage; Min [Calendar Cap Percentage; (RV_y - RV_x) / RV_x]}

Where:

"**RV_y**" means the Reference Value of the Underlying at time "y" specified in the relevant Final terms;

"**RV_x**" means the Reference Value of Underlying at time "x" specified in the relevant Final terms;

"**Calendar Cap Percentage**" means the percentage specified from time to time in the relevant Final Terms. The Calendar Cap Percentage will always be equal to or higher than 0 per cent;

"**Calendar Floor Percentage**" means the percentage specified from time to time in the relevant Final Terms. The Calendar Floor Percentage will always be equal to or lower than 0 per cent;

Call Exercise Date means the Exchange Business Day on which the Certificates are exercised by the Issuer, as specified in the applicable Final Terms, following the Call Option Exercise of the Issuer. The Call Exercise Date coincides with the Call Valuation Date specified in the applicable Final Terms;

Call Notice Period means the date – indicated in the applicable Final Terms – by which the Issuer shall notify, in accordance with Condition 22 (*Exercise of Certificates*) below, the intention to exercise the Call Option during the relevant Call Exercise Date;

Call Option means, if the Call Option is specified as applicable in the relevant Final Terms, the option which can be irrevocably exercised by the Issuer during the Call Notice Period specified in the applicable Final Terms pursuant to Condition 22 (*Exercise of Certificates*) below;

Call Valuation Date means, if the Call Option is specified as applicable in the relevant Final Terms, one or more Exchange Business Day(s) on which the Calculation Agent determines the Reference Value. The Call Valuation Date will be specified in the relevant Final Terms from time to time relating to each Series, and will

be considered for the purposes of the calculation of the Cash Settlement Amount, provided that, the Call Option has been exercised by the Issuer and, in the opinion of the Calculation Agent, a Market Disruption Event has not occurred.

the event that a Market Disruption Event has occurred on the Call Valuation Date, the provisions set out within Condition 15(1) (*Market Disruption Event*) will apply;

Cap means either the Cap, the Cap Amount, the Cap Barrier Amount, the Cap Level or the Cap Percentage as specified in the relevant Final Terms;

Cap Amount means the amount indicated as such in the relevant Final Terms;

Cap Barrier Amount means the amount indicated as such in the relevant Final Terms;

Cap Consolidation Amount means the amount that may be considered, if indicated in the relevant Final Terms, for the purpose of the calculation of the Cash Settlement Amount of Max Long Consolidation Cap Certificates;

Cap Down Amount means the amount that may be considered, if indicated in the relevant Final Terms, for the purpose of the calculation of the Cash Settlement Amount of Twin Win Certificates when the Final Reference Value is lower than the Initial Reference Value multiplied by the Strike Percentage;

Cap Level means one or more values specified in the relevant Final Terms, expressed as either (i) the product between the Cap Percentage and the Initial Reference Value, or (ii) a value predetermined by the Issuer, specified in the relevant Final Terms. If more values are provided, the applicable Final Terms will also specify the relevant details;

Cap Percentage means the percentage indicated in the relevant Final Terms;

Cap Style 1 means in relation to a Cap Level and if the Restrike Feature is indicated as applicable in the relevant Final Terms, the calculation method pursuant to which, if the Restrike Event has occurred, the Cap Level will be determined in accordance with the Restrike Percentage;

Cap Style 2 means in relation to a Cap Level and if the Restrike Feature is indicated as applicable in the relevant Final Terms, the calculation method pursuant to which, if the Restrike Event has occurred, the Cap Level will not be taken into consideration for the purposes of the Cash Settlement Amount;

Cash Settled Securities means Securities that entitle their holders to receive from the Issuer on the Settlement Date the Cash Settlement Amount (if positive);

Cash Settlement Amount means, in relation to a Cash Settled Securities, the amount in the Settlement Currency which the Securityholder is entitled to receive on the Settlement Date in relation to each Security, as determined by the Calculation Agent pursuant to the provisions under the section "Settlement Amount" of Condition 24 (*Pay out provisions*). The Cash Settlement Amount shall be rounded to the nearest sub-unit of the relevant Settlement Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Securities exercised or redeemed, as the case may be, at the same time by the same Securityholder will be aggregated for the purpose of determining the aggregate Cash Settlement Amount payable;

Clearing System shall mean Euroclear or Clearstream, Luxembourg or such other clearing system as may be specified in the applicable Final Terms;

Cliquet Feature means the method for changing the Digital Level and the Participation Remuneration Level on, respectively, any Digital Valuation Period and Participation Remuneration Event Valuation Period, as specified by the Issuer in the relevant Final Terms, pursuant to which the Digital Level and the Participation

Remuneration Level will be changed, either automatically or upon occurrence of the condition(s) specified from time to time in the applicable Final Terms. Such method may indicate:

(i) in relation to each Cliquet Valuation Period, the relevant Reference Value or Spread (in the case of Spread Certificates) or Cumulated Performance (in the case of Multiperformance Certificates), for the determination of the applicable Digital Level; and/or

(ii) different percentage(s) to be applied to the Initial Reference Value and/or Reference Value(s) or Spread (in the case of Spread Certificates) or Cumulated Performance (in the case of Multiperformance Certificates) for the determination of the applicable Digital Level, as specified in the applicable Final Terms.

Moreover, in relation to each different Digital Level the Issuer will also specify the related applicable Digital Amount.

The investors will be informed of the update of the Digital Level and the Participation Remuneration Level in accordance with Condition 9 (*Notices*);

Cliquet Valuation Period means, if the Cliquet Feature is applicable, the period composed of one or more Exchange Business Days, as indicated in the applicable Final Terms in which the Calculation Agent determines the Reference Value or the Spread (in the case of Spread Certificates) or the Cumulated Performance (in the case of Multiperformance Certificates).

In the event of more Cliquet Valuation Periods, the relevant Final Terms will specify the **First Cliquet Valuation Period**, the **Second Cliquet Valuation Period**, and so on.

In the event that a Market Disruption Event has occurred on the Cliquet Valuation Period or on one Exchange Business Day of the Cliquet Valuation Period, the provisions set out within Condition 15(1) (*Market Disruption Event*) will apply;

Combined Amount means, in relation to Combined Amount Certificates, the amount equal to the product of the Multiplier of the Underlying specified in the applicable Final Terms and the relevant Final Reference Value, which may differ from the Underlying used to determine the occurrence of the Barrier Event and/or from the Underlying used to the determine the Cash Settlement Amount;

Combined Securities means the type of Securities which is a combination of the following types, as specified from time to time in the relevant Final Terms: Index Securities, Share Securities, Exchange Rate Securities, Futures Contract Securities, Govies Securities, Fund Securities, Interest Rate Securities and Commodities Securities;

Commodity means, in relation to each Series, either as single or as a Basket Constituent, the commodity indicated as Underlying in the relevant Final Terms;

Commodity Index means each index specified as such in the applicable Final Terms;

Consolidation Effect means the feature that may be specified as applicable in relation to the Digital Amount and the Participation Remuneration Amount if there are several Digital Valuation Periods or several Participation Remuneration Event Valuation Periods.

The Consolidation Effect will occur if the Calculation Agent determines that the Reference Value or the Spread (in the case of Spread Certificates), or the Cumulated Performance (in the case of Multiperformance Certificates):

(i) is equal to, higher than or lower than the relevant Consolidation Level on the relevant Consolidation Valuation Period; and/or

(ii) has been, at least once during the relevant Consolidation Valuation Period, equal to, higher than or lower than the relevant Consolidation Level; and/or

(iii) has never been equal to, higher than or lower than the relevant Consolidation Level during the relevant Consolidation Period; and/or

(iv) has fallen at least once or has never fallen within or out of a range between the relevant Up Range Consolidation Level and the relevant Down Range Consolidation Level (included or excluded in the range as specified in the relevant Final Terms) on/during the relevant Consolidation Valuation Period,

as specified from time to time in the relevant Final Terms.

The applicable Final Terms may also specify whether, for the purpose of the determination of such effect the applicable condition (among one of those specified under points (i) to (iv) above) has to be satisfied in relation to all the Underlyings or Basket Constituents, or at least one or more Underlyings or Basket Constituents.

If the Consolidation Effect occurs, the Digital Event/Participation Remuneration Event will automatically occur without further determinations for all the Digital Valuation Periods/Participation Remuneration Event Valuation Periods following such Consolidation Valuation Period and, therefore, the investors will receive all the relevant Digital Amounts/Participation Remuneration Amounts (if positive).

If the Consolidation Effect occurs, the Securityholders will be notified through a notice published on the website of the Issuer www.intesasanpaolo.prodottiequotazioni.com;

Consolidation Floor Event means the event that may be specified as applicable in relation to Max Long Certificates and Max Short Certificates, occurring if the Calculation Agent determines that, on the relevant Consolidation Floor Valuation Period, the Reference Value or the Spread (in the case of Spread Certificates), or the Cumulated Performance (in the case of Multiperformance Certificates) is lower than, equal to or higher than, as specified in the relevant Final Terms, the Consolidation Floor Level.

Upon the occurrence of the Consolidation Floor Event, the Cash Settlement Amount of the Max Long Certificates and Max Short Certificates, will be determined in accordance with a calculation method different from the calculation method applicable if the Consolidation Floor Event does not occur, as detailed in Condition 24 (*Pay-out provisions*).

The Consolidation Floor Event will be promptly notified to the Securityholders pursuant to Condition 9 (*Notices*);

Consolidation Floor Level means the value specified in the applicable Final Terms;

Consolidation Floor Valuation Period means the period composed of one or more Exchange Business Days, as indicated in the applicable Final Terms in which the Calculation Agent determines the occurrence of a Consolidation Floor Event.

In the event of multiple Consolidation Floor Valuation Periods, the relevant Final Terms will indicate the **First Consolidation Floor Valuation Period**, the **Second Consolidation Floor Valuation Period**, and so on;

In the event that a Market Disruption Event has occurred on the Consolidation Floor Valuation Period or on one Exchange Business Day of the Consolidation Floor Valuation Period, the provisions set out within Condition 15(1) (*Market Disruption Event*) will apply;

Consolidation Level means one or more values that may be specified in the applicable Final Terms that determines the occurrence of the Consolidation Effect.

The Consolidation Level is represented by a percentage of the Initial Reference Value or as an independent percentage value (in relation to Spread Certificates and Multiperformance Certificates) or by a predetermined value, as specified in the applicable Final Terms in relation to the relevant Consolidation Valuation Period.

The Consolidation Level may be identical for all the Consolidation Valuation Periods or it may differ for each Consolidation Valuation Period, as specified in the applicable Final Terms. If there are more Consolidation Levels, the Issuer will indicate in the relevant Final Terms the **First Consolidation Level**, the **Second Consolidation Level** and so on.

In the case of Certificates with Best Of Feature or Worst Of Feature, the Issuer will specify in the relevant Final Terms the occurrence of the Consolidation Effect in relation to one or more Underlying(s) and the applicable Final Terms will specify the Consolidation Level for each Underlying. In particular, for the purposes of determining the occurrence of a Consolidation Effect, the applicable Final Terms will specify the number of Underlyings in relation to which the Consolidation Effect has to occur;

Consolidation Valuation Period means the period composed of one or more Exchange Business Days, as indicated in the applicable Final Terms in which the Calculation Agent determines the occurrence of a Consolidation Effect.

In case of more Consolidation Valuation Periods, the relevant Final Terms will specify the **First Consolidation Valuation Period**, the **Second Consolidation Valuation Period**, and so on.

The applicable Final Terms may provide for different Underlyings in relation to each Consolidation Valuation Period.

In the event that a Market Disruption Event has occurred on the Consolidation Valuation Period or on one Exchange Business Day of the Consolidation Valuation Period, the provisions set out within Condition 15(1) (*Market Disruption Event*) will apply;

Conversion Rate means, in relation to Dual Currency FX Certificates, the rate specified in the applicable Final Terms;

Corridor Early Amount means, in relation to Corridor Warrants, the amount specified in the relevant Final Terms to be paid to the Securityholder on the Corridor Early Payment Date per each Minimum Exercise Amount if a Barrier Event has occurred. The Corridor Early Amount could be also equal to zero;

Corridor Early Payment Date means, in relation to Corridor Warrants, the date specified in the applicable Final Terms. In the event that the Corridor Early Amount is set equal to zero, the Corridor Early Payment Date will be specified as not applicable in the relevant Final Terms;

Coupon Determination Period means the period composed of one or more Exchange Business Days, as indicated in the applicable Final Terms, in which the Calculation Agent determines whether the Coupon Event has occurred.

In case of more Consolidation Valuation Periods, the relevant Final Terms will specify the **First Coupon Determination Period**, the **Second Coupon Determination Period**, and so on;

In the event that a Market Disruption Event has occurred on the Coupon Determination Period or on one Exchange Business Day of the Coupon Determination Period, the provisions set out within Condition 15(1) (*Market Disruption Event*) will apply;

Coupon Event means, if applicable pursuant to the relevant Final Terms, the event occurring when the Calculation Agent determines that, during the relevant Coupon Determination Period, the Reference Value of one or more Underlying(s), or the Spread (in the case of Spread Certificates), or the Cumulated Performance (in the case of Multiperformance Certificates) is equal to, higher than or lower than the relevant Coupon Level.

The occurrence of the Coupon Event will determine the amount of the Digital Amounts, if applicable, and/or of the Early Redemption Amounts, if applicable, payable during the life of the Certificates.

Therefore, if on the Coupon Valuation Date, the Calculation Agent determines that the Coupon Event has occurred, the Digital Amounts and/or the Early Redemption Amounts will be determined on the basis of the Coupon Premium 1. Conversely, if on the Coupon Valuation Date, the Calculation Agent determines that the Coupon Event has not occurred, the Digital Amounts and/or the Early Redemption Amounts will be determined on the basis of the Coupon Premium 2;

Coupon Level means, if applicable under the relevant Final Terms, the value specified in the relevant Final Terms determined as a percentage of the Initial Reference Value or as an independent percentage value (in relation to Spread Certificates and Multiperformance Certificates) or as a predetermined value, which determines the occurrence of the Coupon Event.

If the Best Of Feature or the Worst Of Feature applies in relation to the determination of the occurrence of the Coupon Event, the Issuer will specify in the relevant Final Terms the occurrence of the Coupon Event in relation to one or more Underlying and the applicable Final Terms may specify the relevant Coupon Level for each Underlying;

Coupon Premium 1 means the amount in the Settlement Currency set out in the relevant Final Terms that, if the Coupon Event has occurred, will be used for the determination of the amount of the Digital Amounts, if applicable, and/or of the Early Redemption Amounts, if applicable, payable during the life of the Certificates;

Coupon Premium 2 means the amount in the Settlement Currency set out in the relevant Final Terms that, if the Coupon Event has not occurred, will be used for the determination of the amount of the Digital Amounts, if applicable, and/or of the Early Redemption Amounts, if applicable, payable during the life of the Certificates;

Coupon Valuation Date means the date, specified in the applicable Final Terms, on which the Calculation Agent if the Coupon Event has occurred during the Coupon Determination Period and therefore if the Digital Amounts, if applicable, and/or of the Early Redemption Amounts, if applicable, payable during the life of the Certificates will be determined on the basis of the Coupon Premium 1 or on the basis of the Coupon Premium 2;

Cumulated Performance means, in relation to the Multiperformance Long/Short Certificates, the Multiperformance Max Long/Short Certificates, the sum of the performances of each Underlying calculated as follows:

$$\sum_{i=1}^{n}\left(\frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i} - 1\right)$$

Where:

"***Final Reference Value$_i$***" means the Final Reference Value of Underlying "*i*"

"***Initial Reference Value$_i$***" means the Initial Reference Value of Underlying "*i*"

"***n***" means the number of Underlyings;

Darwin Feature means the determination method that may be specified as applicable in the relevant Final Terms in relation to the occurrence of an event and/or the determination of an amount to be paid.

If the Darwin Feature applies, the applicable Final Terms will specify in relation to each valuation period of each event and/or in relation to each amount to be paid (Remuneration Amount and/or the Settlement Amount and/or

the Early Redemption Amount), the Underlying value to be considered (i.e. Best of Underlying, Worst of Underlying, Basket Value or as otherwise specified in the applicable Final Terms).

In the same way, if the Darwin Feature applies, the applicable Final Terms will specify the determination method of the Reference Value to be considered for the occurrence of the Barrier Event (for instance Worst Of Underlying) and the determination method of the Initial Reference Value and the Final Reference Value to be considered for the calculation of the Settlement Amount, that can be different from the method used for the determination of the occurrence of the Barrier Event;

Day Count Fraction means, in relation to the Interest Rate Warrants and to the calculation of Premium Gap Amounts:

- if "**ACT/360**" is specified as applicable, the actual number of days in the relevant Floating Amount Determination Period or Settlement Determination Period or Premium Gap Observation Period, respectively, divided by 360;
- if "**Actual/Actual**" is specified as applicable, means:

  (i) in relation to the calculation of the Premium Gap Amounts, the actual number of days in the relevant Premium Gap Observation Period divided by the number of days comprised in the relevant Premium Determination Period;

  (ii) in relation to Interest Rate Warrants, the actual number of days in the Floating Amount Determination Period, or Settlement Determination Period divided by number of days comprised in the relevant Floating Amount Determination Period, or Settlement Determination Period;

Delivery Date means, in the case of an offer of the Certificates, the date specified from time to time in the relevant Final Terms and on which the Certificates are delivered to the Securityholder against payment of the Issue Price. Delivery shall mean the relevant accounting evidence of such securities in the bank account indicated by the investor in the relevant subscription module;

Determination Date means one or more Exchange Business Days on which the Value of the Underlying is registered for the purpose of the calculation of the Initial Reference Value (pursuant to the terms set out in the definition of Initial Reference Value), as specified from time to time in the relevant Final Terms;

Digital Amount means, upon occurrence of the Digital Event in relation to the relevant Digital Valuation Period, the amount in the Settlement Currency to be paid to the Securityholder on the relevant Digital Payment Date per each Minimum Exercise Amount pursuant to Condition 24 (*Pay-out provisions*).

If the Multiple Level Option is applicable, the relevant Final Terms will specify the Digital Amount 1 and the Digital Amount 2, and so on, which will be respectively linked to the Digital Level 1, the Digital Level 2 and so on. In this case, the holders of the Securities will be entitled to receive the Digital Amount relating to the higher Digital Level reached by the Reference Value;

If the Cliquet Feature is applicable, in relation to each different Digital Level, the Issuer will also specify the related applicable Digital Amount;

Digital Combo Feature means, in relation to Certificates linked to a Basket or to more Underlyings that are not a Basket, the calculation method, if provided by the Issuer in the relevant Final Terms, pursuant to which the Calculation Agent, for the purpose of the calculation of the Digital Amount, will determine the occurrence of the Digital Event (and eventually will determine the Consolidation Level, the Memory Level, the Knock-out Level and the Knock-in Level) in relation to each Basket Constituent or each Underlying. The amount of the Digital Amount will therefore depend on the number of Basket Constituents or on the number of Underlyings in relation to which the Digital Event has occurred;

Digital Event means, if applicable pursuant to the relevant Final Terms, the event occurring if the Calculation Agent determines that the Reference Value or the Spread (in the case of Spread Certificates), or the Cumulated Performance (in the case of Multiperformance Certificates):

(i) is equal to, higher than or lower than the relevant Digital Level on the relevant Digital Valuation Period; and/or

(ii) has been, at least once during the relevant Digital Valuation Period, equal to, higher than or lower than the relevant Digital Level; and/or

(iii) has never been equal to, higher than or lower than the relevant Digital Level during the relevant Digital Valuation Period; and/or

(iv) has fallen at least once or has never fallen within or out of a range between the relevant Up Range Digital Level and the relevant Down Range Digital Level (included or excluded in the range as specified in the relevant Final Terms) on/during the relevant Digital Valuation Period,

as specified from time to time in the relevant Final Terms.

The applicable Final Terms may also specify whether, for the purpose of the determination of such event the applicable condition (among one of those specified under points (i) to (iv) above) has to be satisfied in relation to all the Underlyings or Basket Constituents, or at least one or more Underlyings or Basket Constituents.

If a Digital Event occurs, the Securityholders are entitled to receive the payment of the relevant Digital Amount specified in the applicable Final Terms.

The Digital Event will be promptly notified to the Securityholders pursuant to Condition 9 (*Notices*);

Digital Level means one or more values that may be specified in the applicable Final Terms that determines the occurrence of the Digital Event.

The Digital Level is represented by a percentage of the Initial Reference Value and/or the Reference Value or as an independent percentage value (in relation to Spread Certificates and Multiperformance Certificates) or by a predetermined value, as specified in the applicable Final Terms in relation to the relevant Digital Valuation Period.

The Digital Level may be identical for all the Digital Valuation Periods or it may differ for each Digital Valuation Period, as specified in the applicable Final Terms. If there are more Digital Levels, the Issuer will indicate in the relevant Final Terms: (i) the First Digital Level, the Second Digital Level and so on, in relation to the relevant Digital Valuation Period, or alternatively (ii) the Digital Level 1, the Digital Level 2, and so on, in relation to the same Digital Valuation Period.

In the case of Cliquet Feature, the applicable Final Terms will specify the method for changing the Digital Level in relation to one or more Digital Valuation Periods.

In the case of Certificates with Best Of Feature or Worst Of Feature, the Issuer will specify in the relevant Final Terms the occurrence of the Digital Event in relation to one or more Underlyings and the applicable Final Terms will specify the Digital Level for each Underlying. In particular, for the purposes of determining the occurrence of a Digital Event, the applicable Final Terms will specify the number of Underlyings in relation to which the Digital Event has to occur;

Digital Payment Date means the date on which the Issuer shall pay the Digital Amount to the Securityholders provided that, if such date does not fall on a Business Day, it shall be postponed to the next day which is a Business Day.

The Digital Payment Date falls no later than 10 (ten) Business Days following the Exchange Business Day on which the Calculation Agent has determined the occurrence of the relevant Digital Event;

Digital Percentage means, in relation to the Digital Certificates, the percentage specified in the relevant Final Terms;

Digital Valuation Period means the period composed of one or more Exchange Business Days, as indicated in the applicable Final Terms in which the Calculation Agent determines the occurrence of a Digital Event.

In the event of more Digital Valuation Periods, the relevant Final Terms will specify the **First Digital Valuation Period**, the **Second Digital Valuation Period**, and so on.

The applicable Final Terms may provide for different Underlyings in relation to each Digital Valuation Period.

In the event that a Market Disruption Event has occurred on the Digital Valuation Period or on one Exchange Business Day of the Digital Valuation Period, the provisions set out within Condition 15(1) (*Market Disruption Event*) will apply;

Discount Price means, if applicable pursuant to the relevant Final Terms, the price that will be used in order to determine the initial trading price of the Securities. Such initial trading price may be different from the Discount Price. The Discount Price will be lower than the Issue Price;

Disrupted Day means any Exchange Business Day on which a Market Disruption Event has occurred;

Down Participation Factor means the percentage indicated in the applicable Final Terms;

Down Range Level means one or more values that may be specified in the applicable Final Terms that determines the occurrence of: (i) the Accumulating Event (the "**Down Range Accumulating Level**"); or (ii) the Consolidation Effect (the "**Down Range Consolidation Level**"); or (iii) the Digital Event (the "**Down Range Digital Level**"); or (iv) the Knock-in Event (the "**Down Range Knock-in Level**"); or (v) the Knock-out Event (the "**Down Range Knock-out Level**"); or (vi) the Memory Effect (the "**Down Range Memory Level**"); or (vii) the Participation Remuneration Event (the "**Down Range Participation Remuneration Level**"); or (viii) the Early Redemption Event (the "**Down Range Early Redemption Level**"); or (ix) the Switch Event (the "**Down Range Switch Level**"). The Down Range Level is represented by a percentage of the Initial Reference Value or as an independent percentage value (in relation to Spread Certificates and Multiperformance Certificates) or by a predetermined value. If there are more Underlyings, the applicable Final Terms will specify the relevant Down Range Level for each Underlying;

Dropdown Protection Amount means, in relation to Short Lucky Protection Certificates, the amount specified from time to time in the relevant Final Terms;

Dropdown Protection Level means, in relation to Long Lucky Protection Certificates, the value specified from time to time in the relevant Final Terms. The Dropdown Protection Level is represented by a percentage of the Initial Reference Value of an Underlying (or as an independent percentage value in relation to Spread Certificates and Multiperformance Certificates) or by a predetermined value;

Dynamic Protection Level means, in relation to Dynamic Protection Certificates, the value specified from time to time in the relevant Final Terms. The Dynamic Protection Level is represented by a percentage of the Initial Reference Value of an Underlying or by a predetermined value;

Dual Currency means, in relation to Dual Currency FX Certificates, the currency specified in the applicable Final Terms;

Early Partial Capital Payment Amount means, if specified in the applicable Final Terms, the amount paid to the Securityholder for each Minimum Exercise Amount on the relevant Early Partial Capital Payment Date;

Early Partial Capital Payment Date means, if specified in the applicable Final Terms, the Business Day on which the Issuer shall pay the relevant Early Partial Capital Payment Amount to the Securityholder provided that, if such date does not fall on a Business Day, it shall be postponed to the next day which is a Business Day;

Early Participation Factor means the percentage specified in the relevant Final Terms;

Early Payment Date means the date on which the Issuer shall pay the Early Redemption Amount to the Securityholders provided that, if such date does not fall on a Business Day, it shall be postponed to the next day which is a Business Day.

The Early Payment Date falls no later than 10 (ten) Business Days following the Exchange Business Day on which the Calculation Agent has determined the occurrence of the relevant Early Redemption Event;

Early Redemption Amount means, upon occurrence of the Early Redemption Event in the relevant Early Redemption Valuation Period, (i) in relation to Certificates, the amount in the Settlement Currency to be paid to the Securityholder on the relevant Early Payment Date per each Minimum Exercise Amount pursuant to Condition 24 (*Pay-out provisions*); (ii) in relation to Warrants (only applicable to Warrants to be admitted to listing and/or trading without prior offer), an amount that will be equal to 0 (zero).

The Early Redemption Amount may be the amount specified in the applicable Final Terms or may be an amount determined on the basis of the performance of the Underlying specified in the applicable Final Terms, in accordance with one of the calculation methods of the Early Redemption Amount described in Condition 24 (*Pay-out provisions*).

If the Early Redemption Amount is an amount determined on the basis of the performance of the Underlying specified in the applicable Final Terms, the Early Redemption Amount may be, as indicated in the relevant Final Terms, "**Long Early Redemption Amount**" or "**Long Cap Early Redemption Amount**" or "**Short Early Redemption Amount**" or "**Short Cap Early Redemption Amount**";

Early Redemption Event means, if applicable pursuant to the relevant Final Terms, the event occurring if the Calculation Agent determines that the Reference Value or the Spread (in the case of Spread Certificates), or the Cumulated Performance (in the case of Multiperformance Certificates):

(i) is equal to, higher than or lower than the relevant Early Redemption Level on the relevant Early Redemption Valuation Period; and/or

(ii) has been, at least once during the relevant Early Redemption Valuation Period, equal to, higher than or lower than the relevant Early Redemption Level; and/or

(iii) has never been equal to, higher than or lower than the relevant Early Redemption Level during the relevant Early Redemption Valuation Period; and/or

(iv) has fallen at least once or has never fallen within or out of a range between the relevant Up Range Early Redemption Level and the relevant Down Range Early Redemption Level (included or excluded in the range as specified in the relevant Final Terms) on/during the relevant Early Redemption Valuation Period,

as specified from time to time in the relevant Final Terms.

The applicable Final Terms may also specify whether, for the purpose of the determination of such event the applicable condition (among one of those specified under points (i) to (iv) above) has to be satisfied in relation to all the Underlyings or Basket Constituents, or at least one or more Underlyings or Basket Constituents.

In addition, if the applicable Final Terms provide for one or more Accumulating Autocallable Trigger, an Early Redemption Event occurs if, on the Accumulated Valuation Date, the Calculation Agent determines that the relevant Accumulated Amount payable to the investors is lower than, equal to or higher than, as specified in the applicable Final Terms, the relevant Accumulating Autocallable Trigger.

In addition, if the applicable Final Terms provide for the Tarn Amount, an Early Redemption Event occurs if, on a Participation Valuation Period, the Calculation Agent determines that the Remuneration Sum exceeds the Tarn Amount.

In addition, an Early Redemption Event may also occur in relation to any Security pursuant to Condition 6 (*Hedging Disruption*).

The Securities are deemed to be early redeemed on the hour, minute and second of either (i) the last Exchange Business Day of the Early Redemption Valuation Period on which the Early Redemption Event has occurred, or (ii) if the Intraday Value is applicable, the Exchange Business Day on which the Early Redemption Event occurred.

The Early Redemption Event will be promptly notified to the Securityholders pursuant to Condition 9 (*Notices*);

Early Redemption Level means one or more values specified in the applicable Final Terms that determines the occurrence of the Early Redemption Event.

The Early Redemption Level is represented by a percentage of the Initial Reference Value (or as an independent percentage value in relation to Spread Certificates and Multiperformance Certificates) or by a predetermined value, as specified in the applicable Final Terms.

If the Best Of Feature or the Worst Of Feature applies in relation to one or more Early Redemption Valuation Period, the Issuer will specify in the relevant Final Terms the occurrence of the Early Redemption Event in relation to one or more Underlying and the applicable Final Terms may specify the Early Redemption Level for each Underlying;

Early Redemption Valuation Period means the period composed of one or more Exchange Business Days, as indicated in the applicable Final Terms in which the Calculation Agent determines the occurrence of a Early Redemption Event.

If the applicable Final Terms provide for one or more Accumulating Autocallable Trigger, the occurrence of an Early Redemption Event will be determined by the Calculation Agent on the relevant Accumulated Valuation Date specified in the applicable Final Terms (i.e. the Early Redemption Valuation Period will coincide with the Accumulated Valuation Date).

If the applicable Final Terms provide for the Tarn Amount, the occurrence of an Early Redemption Event will be determined by the Calculation Agent on the relevant Participation Valuation Period specified in the applicable Final Terms (i.e. the Early Redemption Valuation Period will coincide with the Participation Valuation Period).

In the event of more Early Redemption Valuation Periods, the relevant Final Terms will specify the **First Early Redemption Valuation Period**, the **Second Early Redemption Valuation Period** and so on.

In the event that a Market Disruption Event has occurred on the Early Redemption Valuation Period or on one Exchange Business Day of the Early Redemption Valuation Period, the provisions set out within Condition 15(1) (*Market Disruption Event*) will apply;

Electronic Page means, in respect of an Underlying or a Basket Constituent, the electronic page or source specified for such Underlying or Basket Constituent in the applicable Final Terms, or either (i) any successor electronic page or source or information vendor or provider that has been designated by the sponsor of the

original electronic page or source; or (ii) if such sponsor has not officially designated a successor electronic page or source or information vendor or provider, the successor electronic page or source or information vendor or provider designated by the relevant information vendor or provider (if different from such sponsor) or any alternative electronic page or source designated by the Calculation Agent, provided that, if, in the case of (i) and (ii), the Calculation Agent determines that it is not necessary or appropriate for the Electronic Page to be any such successor electronic page or source or information vendor or provider, then the Electronic Page may be either the originally designated electronic page or source or such other electronic page or source as selected by the Calculation Agent. Where more than one Electronic Page is specified in respect of an Underlying or a Basket Constituent, then the provisions of the preceding sentence shall be construed accordingly and (i) if there is any discrepancy between any relevant price or level displayed on the relevant Electronic Pages for any Exchange Business Day, the relevant price or level selected by the Calculation Agent shall be used for such Exchange Business Day; and (ii) if any relevant price or level is not published on all of such Electronic Pages but is published on one or more of such Electronic Pages, the Calculation Agent shall use such published price or level for the purpose of determining any calculation or determination in respect of the Certificates and no Market Disruption Event shall be deemed to have occurred in respect of the failure to publish on the other Electronic Page(s);

Entitlement means, in relation to a Physical Delivery Security, the quantity of the Relevant Assets or the Relevant Assets, as the case may be, which a Securityholder is entitled to receive on the Settlement Date in respect of each such Security following payment of any sums payable, including the Premium (in the case of a Warrant) and Expenses rounded down as provided in Condition 19(C) or 22(D), as determined by the Calculation Agent including any documents evidencing such Entitlement;

Equity Element means, in case of Physical Delivery, the nearest unit of Relevant Asset capable of being delivered, specified in the applicable Final Terms;

EURIBOR means the Euro-zone inter-bank offered rate;

Exchange means, in relation to the Underlying, each reference exchange or quotation system, on which the Underlying or related components are principally listed and traded, as specified in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the securities/commodities comprising such Underlying has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the securities or commodities comprising such Underlying on such temporary substitute exchange or quotation system as on the original Exchange);

Exchange Business Day means, in relation to:

(A) *Share Securities, Commodity Securities, Exchange Rate Securities:*

any day (i) which is considered an exchange business day by the Reference Source, provided that on that day such Reference Source is open for trading, except for the days on which trading sessions close earlier than the regular closing hours and (ii) on which the Reference Source is open for trading during the regular trading hours;

(B) *Index Securities:*

the day on which (i) the Index Sponsor determines and publishes the Index level and (ii) the Exchange is open for trading during the regular trading hours;

(C) *Futures Contract Securities:*

any day on which the Futures Contract is regularly listed on the Reference Source. If on such a day a Market Disruption Event occurs, such day will not be considered as Exchange Business Day;

(D) *Fund Securities:*

(i) in the case of unlisted Funds: any day on which the Net Asset Value of each Fund is (or would have been if a Market Disruption Event had not occurred) determined and/or published by the Management Company or the Fund Manager; and

(ii) in the case of listed Funds: any day on which the price relating to each Fund is (or would have been if a Market Disruption Event had not occurred) regularly determined and published by the relevant Reference Source;

(E) *Interest Rate Securities:*

any day on which the Interest Rate is determined and/or published by the relevant Calculation Entity;

(G) *Govies Securities:*

any day (i) which is considered an exchange business day by the Reference Source, provided that on that day such Reference Source is open for trading, except for the days on which trading sessions close earlier than the regular closing hours and (ii) on which the Reference Source is open for trading during the regular trading hours; and, only in the case of Govies Securities linked to the Yield of Government Bond, (iii) on which the information source specified in the applicable Final Terms publishes the value of such yield(s);

(H) *if the Underlyings are Baskets:*

the day which is an Exchange Business Day for all the relevant Basket Constituents or, in case of Baskets of Baskets, the day which is an Exchange Business Day for all the relevant financial assets composing each of the Baskets representing the Baskets Constituent;

In the event that one or more dates specified in the applicable Final Terms do not fall on an Exchange Business Day, such dates shall be postponed to the next day or to the previous day (as specified in the relevant Final Terms from time to time), which is an Exchange Business Day, provided however that, if such new Exchange Business Day is already a date relevant for the fixing of the Value of the Underlying, the date originally specified shall be again postponed to the next day or to the previous day which is not a date relevant for the fixing of the Value of the Underlying.

In the case of a Basket, or in the case of Best Of Feature and Worst Of Feature, if one or more dates specified in the applicable Final Terms do not fall on an Exchange Business Day for one or more Basket Constituents or for one or more Underlyings such dates will be postponed to (i) the immediately following or previous day (as specified in the relevant Final Terms from time to time) which is an Exchange Business Day for all the Basket Constituents or for all the Underlyings or (ii) (a) for each Basket Constituent or for each Underlying in relation to which such date is not an Exchange Business Day, the immediately following or previous day (as specified in the relevant Final Terms from time to time) which is an Exchange Business Day and (b) for all the Basket Constituents or for all the Underlyings in relation to which such date is an Exchange Business Day, the date originally scheduled;

Exchange Rate means, in relation to Non Quanto Securities, on any day and for each Series, with reference to the Underlying, the exchange rate on a given date between the Underlying Reference Currency and the Settlement Currency (expressed as a number of units or portion of the Underlying Reference Currency necessary to purchase a unit in the Settlement Currency), determined by the Calculation Agent for the purpose of the determination of the amounts due under the Securities. The Calculation Agent will determine the Exchange Rate by making reference to the exchange rate (fixing) between the Underlying Reference Currency and the Settlement Currency determined by the information source specified in the applicable Final Terms or, if the exchange rate is not published or announced at the relevant time on such information source, either (i) the

successor or alternative information source or (ii) the determination method to be carried out by the Calculation Agent in its sole and absolute discretion, in each case as specified in the applicable Final Terms;

Exchange Rate Weights means in relation to Currency Certificates the weight for each exchange rate Underlying expressed as a percentage, as specified in the applicable Final Terms;

Exercise Business Day means, in respect of Warrants:

(a) in the case of Cash Settled Securities, a day that is a Business Day;

(b) in the case of Physical Delivery Securities, a day that is a Business Day and an Exchange Business Day.

Exercise Date means, in respect of each Series, the Exchange Business Day on which the Securities are exercised, as specified in the applicable Final Terms, or if such day is not a Business Day, the immediately following Exchange Business Day which is also a Business Day. In the case of Physical Delivery Securities, the Exercise Date will be a day which is both a Business Day and an Exchange Business Day;

Exercise Price means, in relation to Call Covered Warrants and Put Covered Warrants the amount or the value specified as such in the applicable Final Terms or determined in the date(s) specified in the applicable Final Terms;

Extra Consolidation Digital Amount means, in relation to one or more Extra Consolidation Digital Valuation Periods, the amount(s) in the Settlement Currency to be paid to the Securityholders on the relevant Digital Payment Date (or other dates specified by the Issuer for each Series in the relevant Final Terms) per each Minimum Exercise Amount, if an Extra Consolidation Digital Event has occurred;

Extra Consolidation Digital Event means, in relation to an Extra Consolidation Digital Valuation Period, if applicable pursuant to the relevant Final Terms, the event occurring if:

(a) prior to the relevant Extra Consolidation Digital Valuation Period, a Consolidation Event has occurred and

(b) the Calculation Agent determines that in the relevant Extra Consolidation Digital Valuation Period, the Reference Value of the Underlying (or the Spread in the case of Spread Certificates, or the Cumulated Performance in the case of Multiperformance Certificates) is lower than, equal to or higher than the relevant Extra Consolidation Digital Level or, in relation to Securities with more than one Underlying, the Reference Value of each Underlying has been on at least one Extra Consolidation Digital Valuation Period, equal to, higher than or lower than the relevant Extra Consolidation Digital Level, as indicated in the relevant Final Terms.

In that case the Securityholders are entitled to receive the payment of the relevant Extra Consolidation Digital Amount specified in the relevant Final Terms in connection to such Extra Consolidation Digital Valuation Period.

The Extra Consolidation Digital Event will be promptly notified to the Securityholders pursuant to Condition 9 (*Notices*);

Extra Consolidation Digital Feature means, if specified as applicable in the relevant Final Terms and only in case the Consolidation Effect is specified as applicable, the feature pursuant to which the Extra Consolidation Digital Amount potentially payable in case of Extra Consolidation Digital Event, after the occurrence of a Consolidation Event, will be eventually due and payable to the Securityholders;

Extra Consolidation Digital Level means one or more values determined from time to time in the relevant Final Terms in relation to the relevant Extra Consolidation Digital Valuation Period.

The Extra Consolidation Digital Level is represented by a percentage of the Initial Reference Value of an Underlying (or as an independent percentage value in relation to Spread Certificates and Multiperformance Certificates) or by a predetermined value.

If there are Extra Consolidation Digital Levels, the Issuer will indicate in the relevant Final Terms, in relation to the relevant Extra Consolidation Digital Valuation Period, the **First Extra Consolidation Digital Level**, the **Second Extra Consolidation Digital Level** and so on.

If the Best Of Feature or the Worst Of Feature applies in relation to the determination of the occurrence of the Extra Consolidation Digital Event, the Issuer will specify in the relevant Final Terms the occurrence of the Extra Consolidation Digital Event in relation to one or more Underlying and the applicable Final Terms may specify the relevant Extra Consolidation Digital Level for each Underlying;

Extra Consolidation Digital Valuation Period means the period composed of one or more Exchange Business Days, as indicated in the applicable Final Terms, in which the Calculation Agent determines the occurrence of an Extra Consolidation Digital Event. In the event of more Extra Consolidation Digital Valuation Periods, the relevant Final Terms will indicate the **First Extra Consolidation Digital Valuation Period**, the **Second Extra Consolidation Digital Valuation Period**, and so on.

In the event that a Market Disruption Event has occurred on the Extra Consolidation Digital Valuation Period or on one Exchange Business Day of the Extra Consolidation Digital Valuation Period, the provisions set out within Condition 15(1) (*Market Disruption Event*) will apply;

Final Gearing means, in relation to Dynamic Protection Certificates, the percentage equal to the Gearing multiplied by the number of Gearing Events occurred during the life of the Certificates;

Final Leverage means, in relation to Lucky Protection Certificates, the value determined according to one of the following formulas:

(i) In case of Long Lucky Protection Certificates:

Final Leverage = Initial Leverage – (Adjust Factor x Negative Performance)

(ii) In case of Short Lucky Protection Certificates:

Final Leverage = Initial Leverage – (Adjust Factor x Positive Performance)

Where

"**Initial Leverage**" means the percentage specified in the applicable Final Terms,

"**Adjust Factor**" means a percentage specified in the applicable Final Terms,

"**Negative Performance**" means the performance of the Underlying, determined according to the following formula and always represented by a positive value:

Max[0; 1 – (Final Reference Value / Initial Reference Value)]

"**Positive Performance**" means the performance of the Underlying, determined according to the following formula:

Max[0; (Final Reference Value / Initial Reference Value) – 1]

Final Notional Amount means, in relation to Interest Rate Warrants, the amount specified as such in the applicable Final Terms;

Final Reference Value means the value calculated by the Calculation Agent pursuant to the following provisions, in accordance with the relevant Final Terms:

If the Underlying is one or more financial asset(s) (and not a Basket):

(A) the Value of the Underlying on the Valuation Date as determined by the Calculation Agent, without considering possible changes published at a later stage in relation to the Value of Underlying; or

(B) the arithmetic mean of the Values of the Underlying on the Valuation Dates, ascertained by the Calculation Agent on the last Valuation Date set out in the relevant Final Terms, and determined pursuant to the following formula:

$$\boldsymbol{FRV} = \frac{1}{x} \times \sum_{j=1}^{x} Underlying_j$$

Where

"**FRV**" is the Final Reference Value of the Underlying,

"***x***" is the number of Valuation Dates specified as such in the relevant Final Terms,

"***Underlying*** $_j$" is the Value of the Underlying as calculated on the Valuation Date "j", as specified in the applicable Final Terms**;** or

(C) the maximum or minimum Value (as specified in the applicable Final Terms) recorded in relation to the Underlying during one or more Final Reference Value Determination Period(s) ascertained by the Calculation Agent on the Valuation Date, as specified in the applicable Final Terms; or

(D) in case of Exchange Rate Securities and if so specified in the relevant Final Terms, the amount equal to the quotient of (a) 1 (as numerator) and (b) the Value calculated pursuant to (A), (B) or (C) above (as denominator);

If the Underlying is a Basket:

(A) the Basket Value on the Valuation Date, as ascertained by the Calculation Agent and without considering possible changes published at a later stage in relation to the Basket Value; or

(B) the arithmetic mean of the Basket Values on the Valuation Dates as ascertained by the Calculation Agent and without considering possible changes published at a later stage in relation to the Basket Value, and determined pursuant to the following formula:

$$\boldsymbol{FRV} = \frac{1}{x} \times \sum_{j=1}^{x} Basket_j$$

Where

"**FRV**" is the Final Reference Value of the Basket,

"***x***" is the number of Valuation Dates specified as such in the relevant Final Terms,

"$Basket_j$" is the Basket Value calculated on the Valuation Date "j", as specified in the applicable Final Terms; or

(C) the maximum or minimum Basket Value (as specified in the applicable Final Terms) recorded in relation to the Basket during one or more Final Reference Value Determination Period(s), ascertained by the Calculation Agent on the Valuation Date, as set out in the relevant Final Terms;

Final Reference Value Determination Period means, if specified in the relevant Final Terms, one or more period composed of one or more Exchange Business Days as specified in the relevant Final Terms;

Floating Amount(s) means, in relation to Interest Rate Warrants, the amount(s) in the Settlement Currency to be paid, if positive, to the Securityholder on the Floating Amount Payment Date per each Minimum Exercise Amount pursuant to Condition 24 (*Pay-out provisions*).

Floating Amount Determination Date means, in relation to Interest Rate Warrants, each date specified in the applicable Final Terms on which the relevant Floating Amount is determined in relation to the relevant Floating Amount Determination Period.

In the event that a Market Disruption Event has occurred on the Floating Amount Determination Date, the provisions set out within Condition 15(1) (*Market Disruption Event*) will apply;

Floating Amount Determination Period means, in relation to Interest Rate Warrants, each period specified in the applicable Final Terms related to each Floating Amount. In case of more Floating Amount Determination Periods, the relevant Final Terms will indicate the **First Floating Amount Determination Period**, the **Second Floating Amount Determination Period**, and so on.

Floating Amount Payment Date means, in relation to Interest Rate Warrants, one or more Business Days on which the Issuer shall pay the Floating Amount to the Securityholders provided that, if such date does not fall on a Business Day, it shall be postponed to the next day which is a Business Day.

The Floating Amount Payment Date falls no later than 10 (ten) Business Days following the last Exchange Business Day of the Floating Amount Determination Period on which the Calculation Agent has determined the Floating Amount;

Floor Percentage means the percentage specified from time to time in the relevant Final Terms. The Floor Percentage will always be equal to or higher than 0 per cent.;

Fund means, in respect of each Series, the fund specified in the relevant Final Terms as Underlying. The Fund may be either unlisted or listed (e.g. Exchange Traded Funds - ETF). In any case, no fund units, exclusively reserved for qualified investors and prohibited to retail investors, can be physically settled to retail investors;

Fund Manager means the Management Company (as defined below), the director, the manager or other entity which is responsible for publishing the Net Asset Value on behalf of the Management Company, as specified in the applicable Final Terms;

Futures Contract means, in respect of each Series, either as single or as a Basket Constituent, the future contract specified as Underlying in the relevant Final Terms. In the case of Certificates on Futures Contract, the lifetime of such instruments will reflect the lifetime of the related underlying futures. However, if the feature Futures Contract First Near-by is specified as applicable in the relevant Final Terms, the Issuer will be entitled to determine the Initial Reference Value on the basis of a Futures Contract First Near-by. In such case, the Applicable Final Terms will specify the relevant Rollover Date;

Futures Contract First Near-by means, when the Underlying is represented by a Futures Contract, the futures contract that has (i) the same features of the Futures Contract indicated as Underlying, and (ii) has an expiration date which is the closest to the Determination Date;

Gap Daily Performance means, in the case of Gap Certificates, the daily performance of the relevant Underlying as determined by the Calculation Agent on each day of the Barrier Gap Observation Period, as follows:

$$Gap\ Daily\ Performance_t = \frac{VR_t}{VR_{t-1}} - 1$$

Where:

"**VR_t**" means the Reference Value determined on the Exchange Business Day "t"

"**VR_{t-1}**" means the Reference Value determined on the Exchange Business Day "t-1";

Gearing means, in relation to Dynamic Protection Certificates, the percentage specified in the applicable Final Terms;

Gearing Event means the event occurring when the Reference Value of the Underlying is lower than, equal to or higher than (as indicated in relevant Final Terms) the relevant Gearing Level;

Gearing Factor means the percentage specified in the applicable Final Terms;

Gearing Level means, in relation to Dynamic Protection Certificates, one or more values specified in the applicable Final Terms as a percentage of the Initial Reference Value of an Underlying or by a predetermined value;

Global Performance means, in relation to the Global Performance Certificates, the sum or the average/mean, as specified in the relevant Final Terms, of the performances of the relevant Underlying as determined, in respect of any Performance Observation Date, by the Calculation Agent as follows:

$$\sum_{t=1}^{n} Max\ [Local\ Floor\ Percentage_t;\ \left(\frac{RV_t - (RV_s x\ Global\ Strike\ Percentage_t)}{RV_j}\right) x\ Participation\ Factor_t]$$

Or, if the relevant Final Terms provide a Cap Level:

$$\sum_{t=1}^{n} \text{Min}\left\{\text{CAP}_t; \text{Max}[\text{Local Floor Percentage}_t ; \left(\frac{\text{RV}_t - (\text{RV}_s \text{x GlobalStrike Percentage}_t)}{\text{RV}_s}\right) * \text{Partecipation Factor}_t]\right\}$$

where:

"**n**" means the number of the Performance Observation Dates,

"**RV_t**" means the Reference Value calculated on the Performance Observation Date "**t**" specified in the relevant Final Terms,

"**RV_s**" means the Reference Value calculated on the Performance Observation Date "s" specified in the relevant Final Terms,

"**Participation Factor$_t$**" means the Participation Factor corresponding to the relevant Participation Observation Date "t" specified in the relevant Final Terms,

"**CAP$_t$**" means the percentage specified in the relevant Final Terms in relation to the relevant Participation Observation Date "t",

"**Global Strike Percentage$_t$**" means the percentage specified in the relevant Final Terms in relation to the relevant Participation Observation Date "t", and

"**Local Floor Percentage$_t$**" means the percentage specified in the relevant Final Terms in relation to the relevant Participation Observation Date "t". Such percentage may be lower than 0%;

GDR means a Global Depositary Receipt which will be specified as the underlying asset or a Basket Constituent, from time to time in the relevant Final Terms.

Save where specifically provided under the applicable Final Terms, all references in the Conditions or, as applicable, to the "Shares" shall be deemed to be to the GDRs or ADRs, as applicable, and/or the Underlying Shares, references to the issuer of the Share, as applicable, shall be deemed to be to the issuer of the GDRs or ADRs, as the case may be, and the issuer of the Underlying Shares, and references to the "Exchange" shall be deemed to be to the exchange or quotation system on which the GDRs or ADRs, as the case may be, are listed and the exchange or quotation system on which the Underlying Shares are listed, and with such additional or alternative modifications as the Calculation Agent may consider necessary or otherwise desirable provided that any such amendment is not materially prejudicial to the holders of Securities;

Government Bond means, either as single or as a Basket Constituent, a bond issued by a national government of an OECD member country or by an international public organisation established by (or mainly represented by) OECD member countries, listed on a liquid regulated market (for the purposes of Directive 2014/65/EU as amended) or multilateral trading facility, that may constitute the Underlying of Govies Securities from time to time and as specified in the relevant Final Terms;

In-The-Money means;

(a) in the case of a Warrant which is a Cash Settled Security (a "**Cash Settled Warrant**"), the Cash Settlement Amount in respect of such Warrant is greater than zero; and

(b) in the case of a Warrant which is a Physical Delivery Security (a "**Physical Delivery Warrant**"), the value of the Entitlement on the Actual Exercise Date for such Warrant is greater than the Premium as determined by the Calculation Agent;

Index means, either as single or as a Basket Constituent, the Italian or foreign indices constituting the Underlying from time to time and as specified in the relevant Final Terms;

Index Sponsor means, in relation to an Index, the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to such Index and (b) announces (directly or through an agent) the level of such Index on a regular basis during each Exchange Business Day, which as of the Issue Date is the index sponsor specified for such Index in the applicable Final Terms.

Indicative Price means, in relation to Warrants, the price of the Warrants as admitted to listing/negotiations specified in the applicable Final Terms and determined on the basis of the market parameters registered on a date around the Issue Date specified in the applicable Final Terms;

Initial Gearing means, in relation to Dynamic Protection Certificates, the percentage specified in the relevant Final Terms;

Initial Percentage means the percentage indicated in the relevant Final Terms;

Initial Reference Value means, as specified in the relevant Final Terms:

I. the predetermined value indicated in the applicable Final Terms; or

II. without prejudice to the adjustments set out in the Terms and Conditions, the value calculated by the Calculation Agent pursuant to the following provisions, in accordance with the relevant Final Terms:

If the Underlying is one or more financial asset(s) (and not a Basket):

(A) the Value of the Underlying on the Determination Date, calculated and determined by the Calculation Agent, as specified in the applicable Final Terms, without considering possible changes published at a later stage in relation to the Value of the Underlying; or

(B) the arithmetic mean (or a percentage of such arithmetic mean) of the Values of the Underlying on the Determination Dates, ascertained by the Calculation Agent on the last Determination Date set out in the relevant Final Terms, and determined pursuant to the following formula:

$$\boldsymbol{IRV} = \frac{1}{x} \times \sum_{t=1}^{x} Underlying_t$$

Where

"**IRV**" is the Initial Reference Value of the Underlying,

"***x***" is the number of Determination Dates specified as such in the applicable Final Terms,

"***Underlying****t*" is the Value of the Underlying calculated on the Determination Date "*t*", as specified in the applicable Final Terms; or

(C) the minimum or maximum Value (as specified in the applicable Final Terms) recorded in relation to the Underlying during one or more Initial Reference Value Determination Period(s) ascertained by the Calculation Agent on the Determination Date(s), as specified in the applicable Final Terms; or

(D) in case of Exchange Rate Securities and if so specified in the relevant Final Terms, the amount equal to the quotient of (a) 1 (as numerator) and (b) the Value calculated pursuant to (A), (B), or (C) above (as denominator);

(E) when the Underlying is represented by a Futures Contract and if the feature Futures Contract First Near-by is specified as applicable in the relevant Final Terms, the Reference Value of the Futures Contract First Near-by with the expiry date which immediately follows the Determination Date. In this case the relevant Final Terms will indicate the relevant Rollover Date.

If the Underlying is a Basket:

(A) the Basket Value on the Determination Date, as ascertained by the Calculation Agent and without considering possible changes published at a later stage in relation to the Basket Value. If so specified in the applicable Final Terms, the Basket Value on the Determination Date may be equal to 1;

(B) the arithmetic mean of the Basket Values on the Determination Dates as ascertained by the Calculation Agent, and without considering possible changes published at a later stage in relation to the Basket Value, and determined pursuant to the following formula:

$$\boldsymbol{IRV} = \frac{1}{x} \times \sum_{t=1}^{x} Basket_t$$

Where

"**IRV**" is the Initial Reference Value of the Basket,

"***x***" is the number of Determination Dates specified as such in the relevant Final Terms,

"***Basket$_t$***" is the Basket Value as calculated on the Determination Date "t"**;** or

(C) the amount corresponding to the minimum or maximum Basket Value (as specified in the applicable Final Terms) recorded in relation to the Basket during one or more Initial Reference Value Observation Period(s), ascertained by the Calculation Agent (pursuant to the terms specified in the foregoing definition of "Basket Value") on the Determination Date, as set out in the relevant Final Terms;

Initial Reference Value Determination Period means the period composed of one or more Exchange Business Days, as specified in the relevant Final Terms;

Interest Cap means, in relation to the Interest Rate Warrants, and for the purposes of the calculation of the Floating Amount, the rate specified as such in the applicable Final Terms;

Interest Determination Date means, in relation to the Premium Gap Amount, the date specified as such in the applicable Final Terms:

Interest Rate means, either as single or as a Basket Constituent, the interest rate representing the Underlying from time to time and as specified in the relevant Final Terms;

Internal Return Amount (which can be IRA Compound or IRA Simple) means the amount linked to the performance of the Underlying as indicated in the relevant Final Terms (if applicable);

Internal Return Amount (IRA) Cap means the percentage indicated in the relevant Final Terms in relation to the Internal Return Amount (if applicable);

Intraday Value means, if specified as applicable in the relevant Final Terms and in order to calculate the Reference Value, the official level published by the Index Sponsor, the official traded price, quoted on the relevant Exchange, the Exchange Rate value quoted on the relevant over-the-counter or quotation-based market indicated in the relevant Final Terms, the official Interest Rate value, the Net Asset Value of such Underlying or Basket Constituent (without limitation, as the case may be and as specified in the applicable Final Terms) continuously observed on such day by the Calculation Agent on the applicable Electronic Page, subject as provided in Condition 15(2) (*Adjustment Events relating to the Underlying and correction provisions in relation to the Securities*)**;**

Issue Currency means the currency specified from time to time in the applicable Final Terms;

Issue Date means, in relation to each Series, the date of issue of the Securities. Such a date is specified from time to time in the relevant Final Terms;

Issue Price means the price of issue of the Certificates;

Issuer means Intesa Sanpaolo S.p.A. with registered office at Piazza San Carlo, 156 - 10121 Turin, Italy;

Italian Bail-in Power means any write-down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in the Republic of Italy, relating to (i) the transposition of the BRRD (in including, but not limited to, Legislative Decrees No. 180/2015 and 181/2015) as amended from time to time; and (ii) the instruments, rules and standards created thereunder, pursuant to which any obligation of a regulated entity (or other affiliate of such regulated entity) can be reduced, cancelled, modified, or converted into shares, other securities, or other obligations of such regulated entity or any other person (or suspended for a temporary period);

Italian Index means an index regulated by Borsa Italiana S.p.A. and by entities which have entered into a specific agreement with Borsa Italiana S.p.A.;

Italian Resolution Authority means the Bank of Italy or other governmental authority in Italy (or other country in which the Issuer is then domiciled) or in the European Union having primary responsibility for the prudential oversight and supervision of the Issuer acting in its capacity as resolution authority within the meaning of Article 2(18) of the BRRD;

Italian Traded Securities means Securities in respect of which the applicable Final Terms state that an application will be made to admit such Securities to trading on an Italian multilateral trading facility and the expression **Italian Traded Warrants** and **Italian Traded Certificates** shall be construed accordingly;

Knock-in Event means, if applicable pursuant to the relevant Final Terms, the event occurring if the Calculation Agent determines that the Reference Value or the Spread (in the case of Spread Certificates), or the Cumulated Performance (in the case of Multiperformance Certificates):

(i) is equal to, higher than or lower than the relevant Knock-in Level on the relevant Knock-in Valuation Period; and/or

(ii) has been, at least once during the relevant Knock-in Valuation Period, equal to, higher than or lower than the relevant Knock-in Level; and/or

(iii) has never been equal to, higher than or lower than the relevant Knock-in Level during the relevant Knock-in Valuation Period; or

(iv) has fallen at least once or has never fallen within or out of a range between the relevant Up Range Knock-in Level and the relevant Down Range Knock-in Level (included or excluded in the range as specified in the relevant Final Terms) on/during the relevant Knock-in Valuation Period,

as specified from time to time in the relevant Final Terms.

The applicable Final Terms may also specify whether, for the purpose of the determination of such event the applicable condition (among one of those specified under points (i) to (iv) above) has to be satisfied in relation to all the Underlyings or Basket Constituents, or at least one or more Underlyings or Basket Constituents;

Knock-in Feature means, if specified as applicable in the relevant Final Terms and in respect of the calculation of any Remuneration Amount, the feature pursuant to which the relevant Remuneration Amount becomes payable to the Securityholders after the occurrence of a Knock-in Event. In particular, if Knock-in Event occurs during a Knock-in Valuation Period, the investor will benefit from the payment of the relevant Remuneration Amount during either the valuation period on which the Knock-in Event has occurred and/or the valuation period(s) following the Knock-in Valuation Period in which the Knock-in Event has occurred, as specified in the applicable Final Terms;

Knock-in Level means one or more values that may be specified in the applicable Final Terms that determines the occurrence of the Knock-in Event.

The Knock-in Level is represented by a percentage of the Initial Reference Value or as an independent percentage value (in relation to Spread Certificates and Multiperformance Certificates) or by a number, as specified in the applicable Final Terms in relation to the relevant Knock-in Valuation Period.

If the Best Of Feature or the Worst Of Feature applies in relation to the determination of the occurrence of the Knock-in Event, the Issuer will specify in the relevant Final Terms the occurrence of the Knock-in Event in relation to one or more Underlying and the applicable Final Terms may specify the relevant Knock-in Level for each Underlying;

Knock-in Valuation Period means the period composed of one or more Exchange Business Days, as indicated in the applicable Final Terms in which the Calculation Agent determines the occurrence of a Knock-in Event.

In the event of more Knock-in Valuation Periods, the relevant Final Terms will specify the **First Knock-in Valuation Period**, the **Second Knock-in Valuation Period**, and so on.

The applicable Final Terms may provide for different Underlyings in relation to each Knock-in Valuation Period.

In the event that a Market Disruption Event has occurred on the Knock-in Valuation Period or on one Exchange Business Day of the Knock-in Valuation Period, the provisions set out within Condition 15(1) (*Market Disruption Event*) will apply;

Knock-out Event means, if applicable pursuant to the relevant Final Terms, the event occurring if the Calculation Agent Determines that the Reference Value or the Spread (in the case of Spread Certificates), or the Cumulated Performance (in the case of Multiperformance Certificates):

(i) is equal to, higher than or lower than the relevant Knock-out Level on the relevant Knock-out Valuation Period; and/or

(ii) has been, at least once during the relevant Knock-out Valuation Period, equal to, higher than or lower than the relevant Knock-out Level; and/or

(iii) has never been equal to, higher than or lower than the relevant Knock-out Level during the relevant Knock-out Valuation Period; or

(iv) has fallen at least once or has never fallen within or out of a range between the relevant Up Range Knock-out Level and the relevant Down Range Knock-out Level (included or excluded in the range as specified in the relevant Final Terms) on/during the relevant Knock-out Valuation Period,

as specified from time to time in the relevant Final Terms.

The applicable Final Terms may also specify whether, for the purpose of the determination of such event the applicable condition (among one of those specified under points (i) to (iv) above) has to be satisfied in relation to all the Underlyings or Basket Constituents, or at least one or more Underlyings or Basket Constituents;

Knock-out Feature means, if specified as applicable in the relevant Final Terms and in respect of the calculation of any Remuneration Amount, the feature pursuant to which the Remuneration Amount potentially payable after the occurrence of a Knock-out Event will cease to be due and payable to the Securityholders. In particular, if Knock-out Event occurs during a Knock-out Valuation Period, the investor will not benefit from the payment of the relevant Remuneration Amount during either the valuation period on which the Knock-out Event has occurred and/or the valuation period(s) following the Knock-out Valuation Period in which the Knock-out Event has occurred, as specified in the applicable Final Terms;

Knock-out Level means one or more values that may be specified in the applicable Final Terms that determines the occurrence of the Knock-out Event.

The Knock-out Level is represented by a percentage of the Initial Reference Value or as an independent percentage value (in relation to Spread Certificates and Multiperformance Certificates) or by a number, as specified in the applicable Final Terms in relation to the relevant Knock-out Valuation Period.

If the Best Of Feature or the Worst Of Feature applies in relation to the determination of the occurrence of the Knock-out Event, the Issuer will specify in the relevant Final Terms the occurrence of the Knock-out Event in relation to one or more Underlying and the applicable Final Terms may specify the relevant Knock-out Level for each Underlying;

Knock-out Valuation Period means the period composed of one or more Exchange Business Days, as indicated in the applicable Final Terms, in which the Calculation Agent determines the occurrence of a Knock-out Event.

In the event of more Knock-out Valuation Periods, the relevant Final Terms will specify the **First Knock-out Valuation Period**, the **Second Knock-out Valuation Period**, and so on.

The applicable Final Terms may provide for different Underlyings in relation to each Knock-out Valuation Period.

In the event that a Market Disruption Event has occurred on the Knock-out Valuation Period or on one Exchange Business Day of the Knock-out Valuation Period, the provisions set out within Condition 15(1) (*Market Disruption Event*) will apply;

LIBOR means the London inter-bank offered rate;

Listing Agent means the Luxembourg Listing Agent and/or any other listing agent specified as such in the applicable Final Terms;

Long Strategy means a financial strategy which gives to the investor the possibility to receive a positive amount in case of increasing performance of the Underlying as indicated in the relevant Final Terms in relation to the relevant Series;

Lower Barrier Level means the value specified in the applicable Final Terms that determines the occurrence of the Barrier Event. Such value may be set as:

(i) a percentage of the Initial Reference Value of the Underlying specified in the applicable Final Terms; or

(ii) a number specified in the applicable Final Terms.

Luxembourg Listing Agent means BNP Paribas Securities Services, Luxembourg Branch, acting as listing agent in Luxembourg;

Management Company is the entity responsible for the management of the Fund

Market Disruption means any event, pursuant to Condition 15, that is deemed to be a Market Disruption;

Market Value means, in the case of a Market Disruption Event or Adjustment Event that as a consequence of which the Issuer redeems early the Securities, an amount at the market value, as determined by the Calculation Agent acting in good faith pursuant to reasonable market practice and aiming to neutralise the effects which the Market Disruption Event or Adjustment Event cause to the Certificates;

Margin means the percentage, which may also be equal to zero, specified in the relevant Final Terms;

Maximum Exercise Number means the maximum number of Warrants that may be exercised by the Securityholder, as specified in the applicable Final Terms.

Maximum Level means, in relation to each Series, the value of the Underlying, specified in the applicable Final Terms and determined by the Calculation Agent, upon which the Issuer can opt to not carry out the issue of the Certificates and the relevant offer shall be deemed consequently cancelled pursuant to the applicable Final Terms;

Memory Effect means the feature that may be specified as applicable in relation to the Digital Amount and the Participation Remuneration Amount if there are several Digital Valuation Periods or several Participation Remuneration Event Valuation Periods.

The Memory Effect will occur if the Calculation Agent determines that the Reference Value or the Spread (in the case of Spread Certificates), or the Cumulated Performance (in the case of Multiperformance Certificates):

(i) is equal to, higher than or lower than the relevant Memory Level on the relevant Memory Valuation Period; and/or

(ii) has been, at least once during the relevant Memory Valuation Period, equal to, higher than or lower than the relevant Memory Level; and/or

(iii) has never been equal to, higher than or lower than the relevant Memory Level during the relevant Memory Period; and/or

(iv) has fallen at least once or has never fallen within or out of a range between the relevant Up Range Memory Level and the relevant Down Range Memory Level (included or excluded in the range as specified in the relevant Final Terms) on/during the relevant Memory Valuation Period,

as specified from time to time in the relevant Final Terms.

The applicable Final Terms may also specify whether, for the purpose of the determination of such effect the applicable condition (among one of those specified under points (i) to (iv) above) has to be satisfied in relation to all the Underlyings or Basket Constituents, or at least one or more Underlyings or Basket Constituents.

If the Memory Effect occurs, the investor will receive the previously unpaid Digital Amount(s)/Participation Remuneration Amount(s) in the event that the relevant Digital Event/Participation Remuneration Amount Event has not occurred, except where such Digital Amounts/Participation Remuneration Amounts have been already paid due to the occurrence of a Digital Event/Participation Remuneration Event in a previous Digital Valuation Period/Participation Remuneration Valuation Period.

If the Memory Effect occurs, the Securityholders will be notified through a notice published on the website of the Issuer www.intesasanpaolo.prodottiequotazioni.com;

Memory Level means one or more values that may be specified in the applicable Final Terms that determines the occurrence of the Memory Effect.

The Memory Level is represented by a percentage of the Initial Reference Value or as an independent percentage value (in relation to Spread Certificates and Multiperformance Certificates) or by a number, as specified in the applicable Final Terms in relation to the relevant Memory Valuation Period.

The Memory Level may be identical for all the Memory Valuation Periods or it may differ for each Memory Valuation Period, as specified in the applicable Final Terms. If there are more Memory Levels, the Issuer will indicate in the relevant Final Terms the **First Memory Level**, the **Second Memory Level** and so on.

In the case of Certificates with Best Of Feature or Worst Of Feature, the Issuer will specify in the relevant Final Terms the occurrence of the Memory Effect in relation to one or more Underlyings and the applicable Final Terms will specify the Memory Level for each Underlying. In particular, for the purposes of determining the occurrence of a Memory Effect, the applicable Final Terms will specify the number of Underlyings in relation to which the Memory Effect has to occur;

Memory Valuation Period means the period composed of one or more Exchange Business Days, as indicated in the applicable Final Terms, in which the Calculation Agent determines the occurrence of a Memory Effect.

In case of more Memory Valuation Periods, the relevant Final Terms will specify the **First Memory Valuation Period**, the **Second Memory Valuation Period**, and so on.

The applicable Final Terms may provide for different Underlyings in relation to each Memory Valuation Period.

In the event that a Market Disruption Event has occurred on the Memory Valuation Period or on one Exchange Business Day of the Memory Valuation Period, the provisions set out within Condition 15(1) (*Market Disruption Event*) will apply;

Minimum Exercise Amount means the minimum amount of Certificates and the relevant multiplier which can be exercised and is set out in the relevant Final Terms, in respect of each issue;

Minimum Exercise Number means the minimum number of Warrants that may be exercised by the Securityholder, as specified in the applicable Final Terms.

Minimum Level means, in the case of Fund Securities, the interest rate swap value as determined on the Determination Date, whose term coincides with the lifetime of the Certificates. The Minimum Level upon which, if reached, the Calculation Agent determines the occurrence of a Market Disruption Event, as specified in the applicable Final Terms and as determined by the Calculation Agent;

Minimum Trading Amount means the amount of Certificates specified as such in the relevant Final Terms, in relation to each Series admitted to trading;

MREL Disqualification Event means, in relation to the Certificates that qualify as MREL eligible liabilities in the applicable Final Terms, the event occurring if, at any time, by reason of the introduction of, or a change in, the MREL Requirements, which was not reasonably foreseeable by the Issuer at the Issue Date, all or part of the aggregate outstanding nominal amount of such Certificates is or will be excluded fully or partially from the eligible liabilities available to meet the MREL Requirements provided that:

(i) the exclusion of a Series of such Certificates from the MREL Requirements due to the remaining maturity of such Certificates being less than any period prescribed thereunder, does not constitute a MREL Disqualification Event;

(ii) the exclusion of all or some of a Series of Certificates from the MREL Requirements due to there being insufficient headroom for such Certificates within a prescribed exception to the otherwise applicable general requirements for eligible liabilities (to the extent applicable to Intesa Sanpaolo and/or the Group) does not constitute a MREL Disqualification Event; and

(iii) the exclusion of all or some of a Series of such Certificates from the MREL Requirements as a result of such Certificates being purchased by or on behalf of Intesa Sanpaolo or as a result of a purchase which is funded directly or indirectly by Intesa Sanpaolo, does not constitute a MREL Disqualification Event;

MREL Requirements means the laws, regulations, requirements, guidelines, rules, standards and policies relating to minimum requirements for own funds and eligible liabilities applicable to Intesa Sanpaolo and/or the

Group, from time to time, including, without limitation to the generality of the foregoing, any delegated or implementing acts (such as regulatory technical standards) adopted by the European Commission and any regulations, requirements, guidelines, rules, standards and policies relating to minimum requirements for own funds and eligible liabilities adopted by the Republic of Italy, a Relevant Authority or the European Banking Authority from time to time (whether or not such requirements, guidelines or policies are applied generally or specifically to Intesa Sanpaolo and/or the Group), as any of the preceding laws, regulations, requirements, guidelines, rules, standards, policies or interpretations may be amended, supplemented, superseded or replaced from time to time;

Multiple Level Option means, if so specified by the Issuer in the relevant Final Terms and if several Digital Levels have been provided in relation to the same Digital Valuation Period, the determination method of the Digital Level pursuant to which the relevant Final Terms will indicate the Digital Amount 1 and the Digital Amount 2, and so on, which will be respectively linked to the Digital Level 1, the Digital Level 2 and so on. In this case, the holders of the Securities will be entitled to receive the Digital Amount relating to the higher Digital Level reached by the Reference Value;

Multiplier means the amount of underlying which is related to a single Certificate or Covered Warrant, specified as a predetermined value in the applicable Final Terms or determined according to the method of calculation specified in the applicable Final Terms;

NAV means the net asset value for each share or unit of the Fund as calculated and published by the Fund Manager;

Net Profit Feature means the calculation method, if specified as applicable in the relevant Final Terms, for the determination of the relevant Participation Remuneration Amount, pursuant to which the Remuneration Sum will be deducted from the relevant Participation Remuneration Amount, provided that the resulting amount cannot be lower than zero;

Notional Amount means, in relation to Warrants, the amount specified as such in the applicable Final Terms;

Notional Amount$_t$ means, in relation to the Interest Rate Warrants, the amount specified as such in the applicable Final Terms in relation to each Floating Amount Determination Period;

Offer Period means the period indicated by the Issuer for the subscription in relation to the Series, as specified in the applicable Final Terms;

Open End Feature means, if specified in the applicable Final Terms, the feature applicable to the Benchmark Certificates pursuant to which the securities have no term and therefore the Exercise Date is not applicable. The Benchmark Open End Certificates can be early redeemed upon exercise of the Call Option by the Issuer or, if applicable, the exercise of the Put Option by the investors pursuant to Condition 22 (*Exercise of Certificates*);

Outstanding Amount means, if an Early Partial Capital Payment Amount is provided in the relevant Final Terms, on the relevant Outstanding Amount Determination Date, the Issue Price less the sum of any Early Partial Capital Payment Amounts paid up to and including such relevant Outstanding Amount Determination Date.

Outstanding Amount Determination Date(s) means the date(s) specified in the applicable Final Terms in which the Calculation Agent determines the Outstanding Amount;

Participation Combo Feature means, if specified by the Issuer in the relevant Final Terms, in relation to the calculation of the Participation Remuneration Amounts linked to a Basket, the calculation method pursuant to which the Calculation Agent will determine (i) the arithmetic mean or (ii) the weighted average (as specified in the applicable Final Terms) or (iii) the sum of the Participation Remuneration Amounts for each single Basket Constituent, as calculated taking into account for each single Basket Constituent the relevant CAP (if

applicable), Floor Percentage, Participation Factor, Strike Remuneration Percentage, Base Premium Percentage (if applicable) and Participation Remuneration Amount Gearing (if applicable), as defined in the applicable Final Terms. However, for the purpose of the calculation of the Cash Settlement Amount and the Early Redemption Amount (if applicable), the Calculation Agent will take into account the Initial Reference Value, the Final Reference Value, the Early Redemption Level (if applicable), the Barrier Level (if applicable), the Cap Level (if applicable) and the Protection Level (if applicable) in relation to a Basket. Such calculation method shall not apply to the Spread Certificates and Multiperformance Certificates;

Participation Factor means, in relation to the Max Certificates, the Spread Certificates, the Twin Win Certificates, the Global Performance Certificates, the Lucky Protection Certificates, the Dynamic Protection Certificates and the Combined Amount Certificates, the percentage indicated in the applicable Final Terms;

Participation Rebate Amount means, if a Participation Rebate Event has occurred, an amount in the Settlement Currency specified by the Issuer in the relevant Final Terms for each Series;

Participation Rebate Event means the event occurring when the Calculation Agent determines that the value of the relevant Underlying (or of the Spread in event of Spread Participation Remuneration Amount)

(i) is equal to, higher than or lower than the relevant Participation Rebate Level in a Participation Rebate Valuation Period; and/or

(ii) has been, at least once during the relevant Participation Rebate Valuation Period, equal to, higher than or lower than the relevant Participation Rebate Level; and/or

(iii) has never been equal to, higher than or lower than the relevant Participation Rebate Level during the relevant Participation Rebate Valuation Period; or

as specified from time to time in the relevant Final Terms.

In case of Securities with more than one Underlying or in case of Securities with a Basket as Underlying, the applicable Final Terms will also specify whether, for the purpose of the determination of such event the applicable condition (among one of those specified under points (i) to (iii) above) has to be satisfied in relation to all the Underlyings or Basket Constituents, or at least one or more Underlyings or Basket Constituents;

Participation Rebate Feature means, in relation to the calculation of the Participation Rebate Amount, the feature pursuant to which the Participation Remuneration Amount potentially payable after the occurrence of a Participation Rebate Event will cease to be due and payable to the Securityholders. In particular, if Participation Rebate Event occurs during a Participation Rebate Valuation Period, the investor will receive the specified Participation Rebate Amount on the relevant payment date following the Participation Rebate Valuation Period in which the Participation Rebate Event has occurred;

Participation Rebate Level means the value determined from time to time, in relation to each Participation Rebate Valuation Period, in the relevant Final Terms. For the purposes of the above Participation Rebate Event, the Participation Rebate Level is determined by the Calculation Agent pursuant to the relevant Final Terms.

If the Best Of Feature or the Worst Of Feature applies in relation to the determination of the occurrence of the Participation Rebate Event, the Issuer will specify in the relevant Final Terms the occurrence of the Participation Rebate Event in relation to one or more Underlying and the applicable Final Terms may specify the relevant Participation Rebate Level for each Underlying;

Participation Rebate Valuation Period means, in relation to the Participation Rebate Level, the period composed of one or more Exchange Business Days, as indicated in the applicable Final Terms, in which the Calculation Agent determines if the Participation Rebate Event has occurred. In the event of more Participation

Rebate Valuation Periods, the relevant Final Terms will indicate the First Participation Rebate Valuation Period, the Second Participation Rebate Valuation Period, and so on.

In the event that a Market Disruption Event has occurred on the Participation Rebate Valuation Period or on one Exchange Business Day of the Participation Rebate Valuation Period, the provisions set out within Condition 15(1) (*Market Disruption Event*) will apply;

Participation Remuneration Amount means the amount in the Settlement Currency to be paid to the Securityholder, if positive, on the relevant Participation Remuneration Payment Date per each Minimum Exercise Amount pursuant to Condition 24 (*Pay-out provisions*).

The Participation Remuneration Amount may be, as indicated in the relevant Final Terms, "**Long Participation Remuneration Amount Form A**" or "**Long Participation Remuneration Amount Form B**" or "**Short Participation Remuneration Amount**" or "**Spread Participation Remuneration Amount**";

Participation Remuneration Amount Gearing means the value specified in the applicable Final Terms;

Participation Remuneration Event means, if applicable pursuant to the relevant Final Terms, the event occurring if the Calculation Agent determines that the Reference Value or the Spread (in the case of Spread Certificates), or the Cumulated Performance (in the case of Multiperformance Certificates):

(i) is equal to, higher than or lower than the relevant Participation Remuneration Level on the relevant Participation Remuneration Event Valuation Period; and/or

(ii) has been, at least once during the relevant Participation Remuneration Event Valuation Period, equal to, higher than or lower than the relevant Participation Remuneration Level; and/or

(iii) has never been equal to, higher than or lower than the relevant Participation Remuneration Level during the relevant Participation Remuneration Event Valuation Period; and/or

(iv) has fallen at least once or has never fallen within or out of a range between the relevant Up Range Participation Remuneration Level and the relevant Down Range Participation Remuneration Level (included or excluded in the range as specified in the relevant Final Terms) on/during the relevant Participation Remuneration Event Valuation Period,

as specified from time to time in the relevant Final Terms.

The applicable Final Terms may also specify whether, for the purpose of the determination of such event the applicable condition (among one of those specified under points (i) to (iv) above) has to be satisfied in relation to all the Underlyings or Basket Constituents, or at least one or more Underlyings or Basket Constituents.

If a Participation Remuneration Event occurs, the Securityholders are entitled to receive the payment of the relevant Participation Remuneration Amount, if positive.

In the case of Certificates with Best Of Feature or Worst Of Feature, the Issuer will specify in the relevant Final Terms the occurrence of the Participation Remuneration Event in relation to one or more Underlyings and the applicable Final Terms will specify the Participation Remuneration Level for each Underlying. In particular, for the purposes of determining the occurrence of a Participation Remuneration Event, the applicable Final Terms will specify the number of Underlyings in relation to which the Participation Remuneration Event has to occur.

The Participation Remuneration Event will be promptly notified to the Securityholders pursuant to Condition 9 (*Notices*);

Participation Remuneration Event Valuation Period means the period composed of one or more Exchange Business Days, as indicated in the applicable Final Terms, in which the Calculation Agent determines the occurrence of a Participation Remuneration Event.

In the event of more Participation Remuneration Event Valuation Periods, the relevant Final Terms will specify the **First Participation Remuneration Event Valuation Period**, the **Second Participation Remuneration Event Valuation Period**, and so on.

In the event that a Market Disruption Event has occurred on the Participation Remuneration Event Valuation Period or on one Exchange Business Day of the Participation Remuneration Event Valuation Period, the provisions set out within Condition 15(1) (*Market Disruption Event*) will apply;

Participation Remuneration Level means the value specified in the applicable Final Terms that determines the occurrence of the Participation Remuneration Event.

The Participation Remuneration Level is represented by a percentage of the Initial Reference Value and/or the Reference Value (or as an independent percentage value in relation to Spread Certificates and Multiperformance Certificates) or by a predetermined value, as specified in the applicable Final Terms.

The Participation Remuneration Level may be identical for all the Participation Remuneration Event Valuation Periods or it may differ for each Participation Remuneration Event Valuation Period, as specified in the applicable Final Terms. If there are more Participation Remuneration Levels, the Issuer will indicate in the relevant Final Terms: (i) the First Participation Remuneration Level, the Second Participation Remuneration Level and so on.

In the case of Cliquet Feature, the applicable Final Terms will specify the method for changing the Participation Remuneration Level in relation to one or more Participation Remuneration Event Valuation Periods.

In the case of Certificates with Best Of Feature or Worst Of Feature, the Issuer will specify in the relevant Final Terms the occurrence of the Participation Remuneration Event in relation to one or more Underlyings and the applicable Final Terms will specify the Participation Remuneration Level for each Underlying. In particular, for the purposes of determining the occurrence of a Participation Remuneration Event, the applicable Final Terms will specify the number of Underlyings in relation to which the Participation Remuneration Event has to occur;

Participation Remuneration Payment Date means the date on which the Issuer shall pay the Participation Remuneration Amount to the Securityholders;

Participation Valuation Date means, in relation to the relevant Participation Remuneration Amount, each date in which the Calculation Agent determines the Reference Value of the Underlying for the purposes of the calculation of the Participation Remuneration Amount. In particular, for each Participation Remuneration Amount, the "RV_j" will be determined on the "**Participation Valuation Date$_j$**" and the "RV_t" will be determined on the "**Participation Valuation Date$_t$**";

Participation Valuation Period means, in relation to the relevant Participation Remuneration Amount, the period (starting from the **Participation Valuation Date$_j$** and ending on a "**Participation Valuation Date$_t$**", both specified in the relevant Final Terms), during which the performance of the relevant Underlying is determined for the purposes of the calculation of the relevant Participation Remuneration Amount, as specified in the relevant Final Terms;

Path Dependency Effect means a calculation method of the Digital Amount, described in Condition 24 (*Pay-out provisions*), according to which the Digital Amount may increase in relation to each Digital Valuation Period;

Path Dependency Amount means the amount specified in the applicable Final Terms in relation to the Path Dependency Effect;

Performance Cap means the value specified in the relevant Final Terms;

Performance Floor means the value specified in the relevant Final Terms;

Performance Observation Date(s) means, in relation to Buffer Protection Certificates and Global Performance Certificates, the date(s) set out in the relevant Final Terms, on which the Calculation Agent determines the performance of the relevant Underlying, for the purposes of the calculation of the Performance Sum and the Global Performance as the case may be;

Performance means the effective performance of each Underlying or Basket Constituent determined by the Calculation Agent according to one of the following formulas:

(i) <u>on the Valuation Date:</u>

(a) In case of Long Strategy: *Performance* = $\frac{\text{FRV}}{\text{IRV}} - 1$

or

In case of Short Strategy: *Performance* = $1 - \frac{\text{FRV}}{\text{IRV}}$

or

(b) In case of Long Strategy: *Performance* = $P\ x\ (\frac{FRV}{IRV} - 1)$

or

In case of Short Strategy: *Performance* = $P\ x\ (1 - \frac{FRV}{IRV})$

Where:

"**FRV**" means the Final Reference Value of the Underlying,

"**IRV**" means the Initial Reference Value of the Underlying; and

"**P**" means the Performance Participation Factor;

(ii) <u>during the life of the Certificates:</u>

(a) In case of Long Strategy: *Performance* = $\frac{\text{RV}}{\text{IRV}} - 1$

In case of Short Strategy: *Performance* = $1 - \frac{\text{RV}}{\text{IRV}}$

or

(b) In case of Long Strategy: *Performance* = $P\ x\ (\frac{RV}{IRV} - 1)$

In case of Short Strategy: *Performance* = $P\ x\ (1 - \frac{RV}{IRV})$

Where:

"**RV**" means the Reference Value of the Underlying,

"**IRV**" means the Initial Reference Value of the Underlying; and

"**P**" means the Performance Participation Factor;

In each case, the relevant Final Terms may provide for the application of a Performance Cap and/or a Performance Floor.

In the case of Spread Certificates, the performance of the two Underlyings for the purposes of the calculation of the Spread will be indicated, respectively, as "**Performance of the Underlying A**" and "**Performance of the Underlying B**";

Performance Participation Factor means, in relation to the determination of the Performance of the Underlying, the multiplier factor specified in the relevant Final Terms;

Performance Sum means, in relation to the Buffer Protection Certificates, the sum of the performances of the relevant Underlying as determined, in respect of any Performance Observation Date, by the Calculation Agent as follows:

(i) In case of Long Strategy: $\sum_{t=1}^{n}\left(\frac{RV_t}{IRV}-1\right)$

(ii) In case of Short Strategy: $\sum_{t=1}^{n}\left(1-\frac{RV_t}{IRV}\right)$

where:

"**n**" means the number of the Performance Observation Dates,

"**RV_t**" means the Reference Value calculated on the Performance Observation Date "**t**", and

"**IRV**" means the Initial Reference Value of the Underlying;

In each case, the relevant Final Terms may provide for the application of a Performance Sum Cap and/or a Performance Floor.

Performance Sum Cap means the value specified in the relevant Final Terms;

Performance Sum Floor means the value specified in the relevant Final Terms;

Physical Delivery Securities means Securities that entitle their holders to receive from the Issuer, on the Settlement Date, the Entitlement subject to the provisions of Condition 23 (A);

Plus Amount means, if applicable, one or more amounts indicated in the relevant Final Terms, to be paid to the Securityholder for each Minimum Exercise Amount on the relevant Plus Payment Date;

Plus Payment Date means one or more Business Days on which the Issuer shall pay the Plus Amount to the Securityholders provided that, if one or more of these dates do not fall on a Business Day, they shall be postponed to the next day which is a Business Day. If there are more Plus Payment Dates, the relevant Final Terms will specify the **First Plus Payment Date**, the **Second Plus Payment Date** and so on;

Predetermined Loss Percentage means, if specified as applicable in addition to the Barrier Level, the percentage indicated in the relevant Final Terms. In any case, such percentage will not be higher than 100% or lower than 0%;

Premium means the price of issue of the Warrants specified from time to time in applicable Final Terms as an amount and/or as a percentage of the Notional Amount;

Premium Determination Method(s) means, in the case of Gap Certificates, the **Floating Premium**, the **Fixed Premium** and the **Differences in Rates**, pursuant to Condition 24 (Pay-out provisions) and specified by the Issuer in the relevant Final Terms in relation to each Premium Determination Method;

Premium Determination Period means, in relation to Gap Certificates and the Premium Gap Amount, each period specified in the applicable Final Terms during which the relevant Premium Gap Amount is determined;

Premium Gap Amount(s) means, in relation to one or more Premium Determination Period(s), the amount(s) in the Settlement Currency to be paid to the Securityholder on the Premium Gap Payment Date per each Minimum Exercise Amount, calculated pursuant to Condition 24 (*Pay-out provisions*);

Premium Gap Observation Period(s) means, in relation to Gap Certificates and the Premium Gap Amount:

a) If a Barrier Gap Event has not occurred, the actual number of days comprised in the relevant Premium Determination Period;

b) If a Barrier Gap Event has occurred, the actual number of days comprised in the relevant Premium Determination Period from the initial day (included or excluded as specified in the relevant Final Terms) of such Premium Determination Period to the Barrier Gap Event Date (included or excluded as specified in the relevant Final Terms);

Premium Gap Payment Date means one or more Business Days on which the Issuer shall pay the Premium Gap Amount to the Securityholders provided that, if one or more of these dates do not fall on a Business Day, they shall be postponed to the next day which is a Business Day.

The Premium Gap Payment Date falls no later than 10(ten) Business Days following the last Exchange Business Day of the relevant Premium Determination Period;

Premium Margin means, in the case of Gap Certificates, a value expressed as basis points specified by the Issuer in the applicable Final Terms (the Premium Margin may be equal to zero if the Issuer decides not to apply it for the calculation of the relevant Premium Gap Amount);

Premium Percentage means, in the case of Gap Certificates, a percentage specified by the Issuer in the applicable Final Terms;

Protection Amount means the amount specified in the relevant Final Terms;

Protection Level means the value calculated as a percentage of the Initial Reference Value of the Underlying (or as an independent percentage value in relation to Spread Certificates and Multiperformance Certificates) or by a predetermined value, as specified in the relevant Final Terms.

In the case of Best Of Feature or Worst Of Feature, the Issuer will indicate in the relevant Final Terms the Protection Level for each Underlying;

Protection Percentage means the percentage specified in the relevant Final Terms;

Purchase Price means, in relation to Digital Certificates, the price at which the Digital Certificates may be subscribed by the investor in an exempt offer, if so specified in the applicable Final Terms. The Purchase Price will be lower than the Issue Price;

Put Exercise Date means the Exchange Business Day on which the Certificates are exercised by the investors, as specified in the applicable Final Terms, following the Put Option Exercise of the investors;

Put Notice Period means the date – indicated in the applicable Final Terms – by which the investor shall notify, in accordance with Condition 22 (*Exercise of Certificates*) below, the intention to exercise the Put Option during the relevant Put Exercise Date;

Put Option means, if so specified in the relevant Final Terms, the option which can irrevocably exercised by the investors during the Put Notice Period specified in the applicable Final Terms pursuant to Condition 22 (*Exercise of Certificates*) below;

Put Option Exercise means the faculty of the investors to exercise the Put Option. The Put Option Exercise is announced to the Issuer pursuant to the Condition 22 (*Exercise of Certificates*) below;

Put Option Exercise Notice means the notice to be sent by the Issuer pursuant to Condition 22 (*Exercise of Certificates*) below;

Put Valuation Date means if the Put Option is specified as applicable in the relevant Final Terms, one or more Exchange Business Days on which the Calculation Agent determines the Reference Value. The Put Valuation Date will be specified in the relevant Final Terms, and will be considered for the purposes of the calculation of the Cash Settlement Amount, provided that, the Put Option has been exercised by the investors and, in the opinion of the Calculation Agent, a Market Disruption Event has not occurred.

In the event that a Market Disruption Event has occurred on the Put Valuation Date or on one Exchange Business Day of the Put Valuation Date, the provisions set out within Condition 15(1) (*Market Disruption Event*) will apply;

Quanto Option means, if the applicable Final Terms specify a Quanto Option as applicable, that the Underlying Reference Currency is, for the purpose of the payment of the Cash Settlement Amount or Early Redemption Amounts or Remuneration Amounts, in any case conventionally denominated in the Settlement Currency and the exchange rate is not applicable and, therefore, the effects of the exchange rates on the amount paid in relation to the Securities are neutralised;

Rainbow Feature means, in relation to the Certificates linked to a Basket, the determination method in relation to the value of that Basket, provided by the Issuer in the relevant Final Terms. Unlike the securities linked to one or more Underlyings, the Issuer will indicate in the applicable Final Terms: (i) the financial activities which represent the Basket Constituents, (ii) the relative weighting within the Basket without any preliminary reference to specific financial activities and (iii) the objective criteria pursuant to which the weight will be allocated by the Calculation Agent (for instance, in a Basket constituted by three financial activities, the Basket would be weighted as follows: 50% for the Basket Constituent with the best performance; 30% for the Basket Constituent with the worst performance; and 20% for a Basket Constituent with the second best performance). For each determination (during the life of the Certificates and at the exercise date), the Calculation Agent will weigh the relevant Basket Constituents on the basis of the Performance registered on such determination date and pursuant to the formula set out in the applicable Final Terms. The allocation of the weights within a Basket may result differently on each determination date and depending on the performance of the Basket Constituents.

Once the Calculation Agent has carried out the weighting of the Basket on the relevant determination date, the Calculation Agent will calculate the total amount of the Basket pursuant to the methods applied on the instruments normally linked to the Basket.

Such feature shall not apply to Spread Certificates and Multiperformance Certificates;

Reference Rate means, in relation to the Premium Gap Amount, or in case of Interest Rate Warrants, in relation to the Floating Amounts and/or the Cash Settlement Amount, the Interest Rate that will be determined in the manner specified in the applicable Final Terms. In the case of Differences in Rates, the applicable Final Terms will specify the **Reference Rate 1** and the **Reference Rate 2**;

Reference Source means, in relation to the Underlying, each information provider, electronic page, exchange or quotation system in which the Underlying values are available, as specified in the applicable Final Terms, any successor to such information provider, electronic pages, exchange or quotation system or any substitute exchange or quotation system to which trading in the Underlying has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the contracts relating to such Underlying on such temporary substitute exchange or quotation system as on the original Reference Source);

Reference Value means the value determined by the Calculation Agent during the relevant valuation period, as specified in the relevant Final Terms.

In the case of a Basket, the Reference Value of the Basket will be determined as specified in the previous definition of "Basket Value".

Furthermore, without prejudice to the definitions of the Final Reference Value and Initial Reference Value set out above, in relation to any valuation period during the lifetime of the Certificates, the occurrence of the relevant event may be determined pursuant to the following provisions, as specified from time to time in the relevant Final Terms:

If the Underlying is one or more financial asset(s) (and not a Basket):

(A) the Value of the Underlying on the relevant valuation period, as determined by the Calculation Agent, and without considering possible changes published at a later stage in relation to the financial asset; or

(B) the arithmetic mean of the Values of the Underlying ascertained by the Calculation Agent on the last Exchange Business Day of such valuation period set out in the relevant Final Terms, and determined pursuant to the following formula:

$$RV = \frac{1}{x} \times \sum_{z=1}^{x} Underlying_z$$

Where

"**RV**" is the Reference Value of the Underlying, and

"***x***" is the number of the dates of such valuation period, specified as such in the relevant Final Terms,

"***Underlying$_z$***", is the Value of the Underlying calculated on the Exchange Business Day "*z*" of such valuation period; or

(C) the maximum or minimum Value (as specified in the applicable Final Terms) recorded in relation to the Underlying during one or more valuation period(s) ascertained by the Calculation Agent on the Exchange Business Day, as specified in the applicable Final Terms; or

(D) in case of Exchange Rate Securities and if so specified in the relevant Final Terms, the amount equal to the quotient of (a) 1 (as numerator) and (b) the amount calculated pursuant to (A), (B) or (C) above (as denominator).

If the Underlying is a Basket:

(A) the Basket Value on the relevant valuation period, as ascertained by the Calculation Agent and without considering possible changes published at a later stage in relation to the Basket Value;

(B) the arithmetic mean of the Basket Values on the Exchange Business Days of the relevant valuation period as ascertained by the Calculation Agent and without considering possible changes published at a later stage in relation to the Basket Value, determined pursuant to the following formula:

$$\boldsymbol{RV} = \frac{1}{x} \times \sum_{z=1}^{x} Basket_z$$

Where

"**RV**" is the value of the Basket,

"***x***" is the number of the Exchanges Business Dates of the relevant valuation period, specified as such in the relevant Final Terms,

"$\boldsymbol{Basket_z}$" is the Basket Value as calculated on the Exchange Business Day "z"**;** or

(C) the maximum or minimum Basket Value (as specified in the applicable Final Terms) recorded in relation to the Basket during one or more valuation period(s), ascertained by the Calculation Agent on the Exchange Business Day of the relevant valuation period, as set out in the relevant Final Terms;

Registrar means BNP Paribas Securities Services, Luxembourg Branch as registrar in respect of any Registered Securities;

Register means in the case of Registered Securities, the register kept at the principal office of the Registrar;

Related Exchange means, in relation to an Underlying, any regulated or non-regulated market where the options, futures or repo contracts on such Underlying are traded, as determined by the Calculation Agent.

Relevant Asset means the assets constituting the Entitlement as specified in the relevant Final Terms in relation to the Physical Delivery Securities;

Relevant Authority means the European Central Bank, the Bank of Italy, or any successor authority having responsibility for the prudential supervision of the Issuer or the Group within the framework of the Single Supervisory Mechanism set out under Council Regulation (EU) No. 1024/2013 and in accordance with the applicable MREL Requirements and/or, as the context may require, the Italian resolution authority, the Single Resolution Board established pursuant to Regulation (EU) No. 806/2014, and/or any other authority in Italy or in the European Union entitled to exercise or participate in the exercise of the Italian Bail-in Power or having primary responsibility for the prudential oversight and supervision of Intesa Sanpaolo from time to time;

Remuneration Amount means either the Accumulating Amount, the Digital Amount, the Extra Consolidation Digital Amount, the Internal Return Amount, the Participation Rebate Amount, the Participation Remuneration Amount, the Plus Amount, and/or the Premium Gap Amount, as the case may be;

Remuneration Sum means, in relation to the Participation Remuneration Amounts, (i) if the Net Profit Feature is specified as applicable in the relevant Final Terms, the sum, in respect of any Valuation Date, of the Remuneration Amounts specified in the relevant Final Terms, if already paid, on the payment dates specified in the relevant Final Terms preceding such Valuation Date, or (ii) if the Tarn Feature is specified as applicable in the relevant Final Terms, the sum in respect of any Valuation Date, of the Remuneration Amounts specified in the relevant Final Terms, if already paid, on the payment dates specified in the relevant Final Terms preceding such Valuation Date;

Renouncement Notice means, in respect of Certificates admitted to trading on an Italian trading venue, the notice to be sent by the investors, prior to the Renouncement Notice Cut-off Time, to renounce any Automatic Exercise of Certificate pursuant to Condition 22 (*Exercise of Certificates*);

Renouncement Notice Cut-off Time means, if a Renouncement Notice is applicable in respect of the Certificates, the time limit for sending the Renouncement Notice by the investors pursuant to Condition 22 (*Exercise of Certificates*);

Restrike Event means, in relation to the Restrike Feature and if applicable pursuant to the relevant Final Terms, the event occurring when the Calculation Agent determines that the Reference Value of one or more Underlyings,

(i) is equal to, higher than or lower than the relevant Restrike Level during the relevant Restrike Observation Period(s); and/or

(ii) has been, at least once during the relevant Restrike Observation Period, equal to, higher than or lower than the relevant Restrike Level; and/or

(iii) has never been equal to, higher than or lower than the relevant Restrike Level during the relevant Restrike Observation Period; or

as specified from time to time in the relevant Final Terms.

In case of Securities with more than one Underlying or in case of Securities with a Basket as Underlying, the applicable Final Terms will also specify whether, for the purpose of the determination of such event the applicable condition (among one of those specified under points (i) to (iii) above) has to be satisfied in relation to all the Underlyings or Basket Constituents, or at least one or more Underlyings or Basket Constituents.

Upon occurrence of a Restrike Event, the Initial Reference Value and all the value and levels dependant from the Initial Reference Value (such as the Barrier Level, the Cap Level, the Multiplier and so forth) will be consequently amended.

Restrike Feature means, in relation to Max Long/Short Certificates, if specified as applicable in the relevant Final Terms and as better specified in Condition 24 (*Pay-out provisions*), the calculation method pursuant to which, on the occurrence of a Restrike Event, the Initial Reference Value will be automatically set at a percentage of the Initial Reference Value which is equal to the Restrike Percentage, as indicated from time to time in the relevant Final Terms. All the values and levels dependant from the Initial Reference Value (such as the Barrier Level, the Cap Level, the Multiplier and so forth) will be consequently amended.

Restrike Level means, if applicable under the relevant Final Terms, for each Underlying, the value determined as a percentage of the Initial Reference Value as specified in relation to the Restrike Observation Period in the relevant Final Terms from time to time.

If the Best Of Feature or the Worst Of Feature applies in relation to the determination of the occurrence of the Restrike Event, the Issuer will specify in the relevant Final Terms the occurrence of the Restrike Event in relation to one or more Underlying and the applicable Final Terms may specify the relevant Restrike Level for each Underlying;

Restrike Observation Period means the period composed of one or more Exchange Business Days, as indicated in the applicable Final Terms, in which the Calculation Agent determines if the Restrike Event has occurred. In the event of more Digital Valuation Periods, the relevant Final Terms will indicate the **First Restrike Observation Period**, the **Second Restrike Observation Period**, and so on.

In the event that a Market Disruption Event has occurred on the Restrike Observation Period or on one Exchange Business Day of the Restrike Observation Period, the provisions set out within Condition 15(1)

(*Market Disruption Event*) will apply;

Restrike Percentage means, in relation to the Restrike Feature, the percentage specified in the relevant Final Terms;

Rollover Date means, when the Initial Reference Value is represented by the Initial Reference Value of a Futures Contract First Near-by, the Exchange Business Day specified in the applicable Final Terms on which the Futures Contract First Near-by will be replaced by the Futures Contract indicated as the Underlying of the Securities in the applicable Final Terms, without any adjustment to the price of the Securities;

Series means the Certificates that will be issued, from time to time, pursuant to this Base Prospectus as identified by the relevant ISIN Code;

Settlement Amount means either the Cash Settlement Amount (when settlement shall be by way of cash payment) or the Physical Delivery (when settlement shall be by way of physical delivery);

Settlement Characteristic means one of the characteristics that may apply in relation to the determination of the Settlement Amount, i.e.: Barrier Event, Barrier Gap Event, Buffer Event, Protection Level, Short Protection, CAP, Cap Level, Cap Amount, Cap Barrier Amount, Predetermined Loss Percentage, Air Bag Factor, Sigma Amount, Gearing Factor, Cap Consolidation Amount, Annual Management Fee, Variable Management Fee;

Settlement Currency means the currency specified in the applicable Final Terms;

Settlement Date means, unless specified otherwise in the applicable Final Terms, the fifth Business Day next following the last occurring Valuation Date:

(a) in relation to Cash Settled Securities, the fifth Business Day following the last occurring Valuation Date;

(b) in relation to Physical Delivery Securities, the date specified as such in the applicable Final Terms.

If on a Valuation Date a Market Disruption Event occurs, the Settlement Date will be postponed accordingly. Such Settlement Date shall not, in any case, be postponed beyond the tenth Business Day following the last Valuation Date.

Settlement Determination Date means, in relation to Interest Rate Warrants, each date specified in the applicable Final Terms during which the Cash Settlement Amount is determined in relation to the Settlement Determination Period.

The above applies provided that in the opinion of the Calculation Agent a Market Disruption Event in a Settlement Determination Date has not occurred. In this case, the Exchange Business Day coinciding with the Settlement Determination Date is intended to be postponed to the first following Exchange Business Day on which the Market Disruption Event is no longer in place. In any case, such Exchange Business Day of the Settlement Determination Period may not be postponed beyond the eighth Exchange Business Day following the Exercise Date;

Settlement Determination Period means, in relation to Interest Rate Warrants, the period specified in the applicable Final Terms related to the Cash Settlement Amount;

Settlement Event means, in relation to the Digital Certificates, the event which occurs when the Calculation Agent determines that the Final Reference Value of the Underlying(s) is equal to, or higher than, the Settlement Level, as specified from time to time in the relevant Final Terms.

In the case of Digital Certificates with Best Of Feature or Worst Of Feature, the Issuer will specify in the

relevant Final Terms the occurrence of the Settlement Event in relation to one or more Underlyings and the applicable Final Terms may specify the Settlement Level for each Underlying.

The determination by the Calculation Agent on the occurrence of the Settlement Event will be promptly notified to the Securityholders pursuant to Condition 9 (*Notices*);

Settlement Level means, in relation to the Digital Certificates, means the value specified in the applicable Final Terms that determines the occurrence of the Settlement Event. Such value will be set as a percentage of the Initial Reference Value of the Underlying, as specified in the applicable Final Terms.

If the Best Of Feature or the Worst Of Feature applies in relation to the determination of the occurrence of the Settlement Event, the Issuer will specify in the relevant Final Terms the occurrence of the Settlement Event in relation to one or more Underlying and the applicable Final Terms may specify the relevant Settlement Level for each Underlying;

Share means, in relation to each Series, either as single underlying or as a Basket Constituent, the share listed in Italy on the markets managed by Borsa Italiana S.p.A., or listed on European or foreign stock exchanges, which will be specified as the underlying asset or a Basket Constituent, from time to time in the relevant Final Terms. The relevant underlying share (as single underlying or as Basket Constituent) (i) will not be issued by the Issuer nor by an entity belonging to the group of the Issuer, and (ii) may not be converted or exchanged into shares or other transferable securities equivalent to shares issued by the Issuer or by an entity belonging to the group of the Issuer;

Short Protection means the amount specified in the relevant Final Terms;

Short Strategy means a financial strategy which gives to the investor the possibility to receive a positive amount in case of negative (decreasing) performance of the Underlying as indicated in the relevant Final Terms in relation to the relevant Series;

Sigma Amount means the amount in the Settlement Currency specified by the Issuer in Final Terms for each Series;

Sponsor means, in relation to each Series, the entity responsible for the calculation and/or the management and/or the issue of the relevant Underlying, as specified from time to time in the relevant Final Terms;

Spread means, in relation to Spread Certificates, the difference either:

(i) between the Performance of the Underlying A and the Performance of the Underlying B, each of them determined according to one of the formulas set out in the definition of "Performance", specified in the applicable Final terms. In this case the Spread is determined by the Calculation Agent as follows:

Spread = Performance of the Underlying A – Performance of the Underlying B

or

(ii) between the Initial Reference Value or Reference Value or Final Reference Value of the Underlying A (respectively, Initial Reference $Value_A$ or Reference $Value_A$ or Final Reference $Value_A$) and the Initial Reference Value or Reference Value or Final Reference Value of the Underlying B (respectively, Initial Reference $Value_B$ or Reference $Value_B$ or Final Reference $Value_B$), as specified in the applicable Final terms. In this case the Spread is determined by the Calculation Agent, alternatively, as follows:

Spread = Initial Reference $Value_A$ *– Initial Reference* $Value_B$

or

$Spread = Reference\ Value_A - Reference\ Value_B$

or

$Spread = Final\ Reference\ Value_A - Final\ Reference\ Value_B$

Spread Protection means the percentage specified in the relevant Final Terms;

Step Up Amount means, in relation to Dynamic Protection Certificates, the amount specified in the relevant Final Terms;

Strike means the value which will be determined by the Calculation Agent on the Strike Observation Date;

Strike Level means the percentage specified in the applicable Final Terms in relation to the calculation of the Cash Settlement Amount of the Dual Currency FX Certificates;

Strike Percentage means, in relation to Warrants, Call Certificates, Standard Long Certificates (if applicable) and Twin Win Certificates, the percentage specified in the relevant Final Terms, which will be considered for the purposes of the calculation of the Cash Settlement Amount;

Strike Price means, in relation to Short Benchmark Certificates, the amount or the value specified as such in the applicable Final Terms;

Strike Remuneration Percentage means the value specified in the relevant Final Terms;

Strike Observation Date means the date specified in the relevant Final Terms for the purposes of the determination of the Strike;

Successor Sponsor means, in relation to each Underlying, a third party that may be responsible for the calculation and/or the management and/or the issuance of the Underlying in the place of the Sponsor;

Switch Event means, in relation to Switch Certificates, the event occurring when the Calculation Agent determines that the Reference Value or the Spread (in the case of Spread Certificates) or the Cumulated Performance (in the case of Multiperformance Certificates):

(i) is equal to, higher than or lower than the relevant Switch Level on the relevant Switch Valuation Period; and/or

(ii) has been, at least once during the relevant Switch Valuation Period, equal to, higher than or lower than the relevant Switch Level; and/or

(iii) has never been equal to, higher than or lower than the relevant Switch Level during the relevant Switch Valuation Period; and/or

(iv) has fallen at least once or has never fallen within or out of a range between the relevant Up Range Switch Level and the relevant Down Range Switch Level (included or excluded in the range as specified in the relevant Final Terms) on/during the relevant Switch Valuation Period,

as specified from time to time in the relevant Final Terms.

The applicable Final Terms may also specify whether, for the purpose of the determination of such event the applicable condition (among one of those specified under points (i) to (iv) above) has to be satisfied in relation to all the Underlyings or Basket Constituents, or at least one or more Underlyings or Basket Constituents;

Switch Level means the value determined as specified in the relevant Final Terms in relation to the relevant Switch Valuation Period, represented by a percentage of the Initial Reference Value of the Underlying, or by a predetermined value;

Switch Valuation Period means the period composed of one or more Exchange Business Days, as indicated in the applicable Final Terms, in which the Calculation Agent determines if the Switch Event has occurred. In the event of more Switch Valuation Periods, the relevant Final Terms will indicate the **First Switch Valuation Period**, the **Second Switch Valuation Period**, and so on.

In the event that a Market Disruption Event has occurred on the Switch Valuation Period or on one Exchange Business Day of the Switch Valuation Period, the provisions set out within Condition 15(1) (*Market Disruption Event*) will apply;

Tarn Feature means, if specified as applicable in the relevant Final Terms, in relation to the calculation of the Participation Remuneration Amount, the feature pursuant to which the Participation Remuneration Amount potentially payable will cease to be due and payable to the Securityholders if the Remuneration Sum exceeds the Tarn Amount and the Certificates will be early redeemed;

Tarn Amount means the amount in the Settlement Currency set out in the relevant Final Terms. If in respect of any Participation Valuation Date, the Remuneration Sum exceeds the Tarn Amount, such event will be considered as an Early Redemption Event and, therefore, the Certificates are deemed to be early redeemed and the Securityholders are entitled to receive the payment of the relevant Early Redemption Amount on the relevant Early Payment Date;

Typology means the type of Securities that will be issued in respect of each Series, as specified in the relevant Final Terms. In particular, the Securities may be:

- *Standard (Long/Short) Certificates,*

- *Max (Long/Consolidation Long/Short) Certificates;*

- *Spread (Type A/ Type B/ Type C/Type D) Certificates;*

- *Twin Win (Long/Short) Certificates;*

- *Benchmark (Long/Short) Certificates;*

- *Outperformance (Long/Short) Certificates;*

- *Buffer Protection Certificates;*

- *Global Performance Certificates;*

- *Lucky Protection (Long/Short) Certificates;*

- *Dynamic Protection (Long/Short) Certificates;*

- *Currency Certificates;*

- *Multiperformance Certificates;*

- *Gap (Long/Short) Certificates;*

- *Dual Currency FX Certificates;*

- *Calendar Certficates;*

- *Switch Certificates;*

- *Call Certificates;*

- *Digital Certificates;*

- *Combined Amount Certificates;*

- *Long Outperformance Combined Certificates;*

- *Call Covered Warrants;*

- *Call Warrants;*

- *Call Spread Warrants;*

- *Put Covered Warrants;*

- *Put Warrants;*

- *Put Spread Warrants;*

- *Interest Rate Warrants;*

- *Corridor Warrants;*

Underlying means, for each Series:

(i) in the case of Securities linked to one or more financial asset(s), the Share, the GDRs/ADRs, the Index, the Commodity, the Futures Contract, the Exchange Rate, the Government Bond, the Yield of Government Bond, the Interest Rate and the Fund, as specified in the applicable Final Terms;

(ii) in the case of Spread Certificates, two or more financial assets selected from the following Underlyings: Shares, GDRs/ADRs, Indexes, Commodities, Futures Contracts, Government Bonds, Yields of Government Bonds, Exchange Rates, Interest Rates, Funds and Baskets, and indicated respectively as **Underlying A** and **Underlying B** in the relevant Final Terms; in this case, the relevant Initial Reference Value, Final Reference Value, Multiplier, Initial Percentage and Performance of the Underlying, will be indicated as, respectively, the **Initial Reference Value$_A$** and **Initial Reference Value$_B$**, the **Reference Value$_A$** and **Reference Value$_B$**, the **Final Reference Value$_A$** and **Final Reference Value$_B$**, the **Multiplier$_A$** and **Multiplier$_B$**, the **Initial Percentage$_A$** and **Initial Percentage$_B$** and the **Performance of the Underlying A** and **Performance of the Underlying B**;

(iii) in the case of Certificates linked to a Basket (as defined above), a Basket composed of two or more financial assets listed at point (i) above or composed by two or more baskets composed of two or more financial assets listed at point (i) above (each a Basket Constituent, as defined above and indicated from time to time in the relevant Final Terms);

Underlying Reference Currency means for each Series, the currency of the Underlying(s) as indicated in the applicable Final Terms. In the case of Quanto Securities, the Underlying Reference Currency will be expressed in the Settlement Currency and, therefore, the effects of the Exchange Rate on the amount paid in relation to the Securities are neutralised;

Underlying Shares means the shares underlying an ADR or GDR, as the case may be;

Up Participation Factor means the percentage specified as such in the applicable Final Terms;

Up Range Level means one or more values that may be specified in the applicable Final Terms that determines the occurrence of: (i) the Accumulating Event (the "**Up Range Accumulating Level**"); or (ii) the Consolidation Effect (the "**Up Range Consolidation Level**"); or (iii) the Digital Event (the "**Up Range Digital Level**"); or (iv) the Knock-in Event (the "**Up Range Knock-in Level**"); or (v) the Knock-out Event (the "**Up Range Knock-out Level**"); or (vi) the Memory Effect (the "**Up Range Memory Level**"); or (vii) the Participation Remuneration Event (the "**Up Range Participation Remuneration Level**"); or (viii) the Early Redemption Event (the "**Up Range Early Redemption Level**"); or (ix) the Switch Event (the "**Up Range Switch Level**"). The Up Range Level is represented by a percentage of the Initial Reference Value or as an independent percentage value (in relation to Spread Certificates and Multiperformance Certificates) or by a predetermined value. If there are more Underlyings, the applicable Final Terms will specify the relevant Up Range Level for each Underlying;

Upper Barrier Level means the value specified in the applicable Final Terms that determines the occurrence of the Barrier Event. Such value may be set as:

(i) a percentage of the Initial Reference Value of the Underlying specified in the applicable Final Terms; or

(ii) a number specified in the applicable Final Terms;

Valuation Date means one or more Exchange Business Days on which the Value of the Underlying is registered for the purpose of the calculation of the Final Reference Value (pursuant to the terms specified below in the definition of Final Reference Value) and of the Cash Settlement Amount (provided that, in the opinion of the Calculation Agent, a Market Disruption Event has not occurred), as specified in the relevant Final Terms from time to time.

If, on a Valuation Date, a Market Disruption Event (as defined below) occurs, the provisions set out within Condition 15(1) (*Market Disruption Event*) will apply;

Value means the level, price, amount or such other value of the Underlying used for the purposes of the determination of the Reference Value, Initial Reference Value or Final Reference Value, as the case may be;

Variable Management Fee or VMF means, if applied by the Issuer in relation to Benchmark Certificates, a fee charged to the investor at the particular time "t" determined on the basis of the AMF Percentage and on the VMF Percentage.

The Calculation Agent will deduct the VMF accrued from the Cash Settlement Amount pursuant to Condition 24 (*Pay-out provisions*).

The VMF will be calculated as follows:

$$\boldsymbol{VMF_t}=\prod_{t\in(t_0,t_0+1,\ldots\ldots,t)}^{t}\left(100\%-\frac{AMF\ Percentage}{365.25}-\frac{VMF\ Percentage_t}{365.25}\right)$$

Where:

"**VMF Percentage$_t$**" is equal to the VMF Percentage on the calendar day "t", from time to time notified and which remains constant on each calendar day "t" until new communication,

"**t**" is the date related to each calendar day when the VMF_t is determined.

In relation to the Variable Management Fee, in order to keep aligned the value of the Underlying and the value of the Certificates, the Issuer may proceed (if so specified in the applicable Final Terms), on every Adjustment Day specified in the applicable Final Terms, to reset the Multiplier. Such adjustment will be notified (at least on the Business Day before the relevant Adjustment Day), by way of notice published on the Issuer's website.

The adjustment will be determined according to the following formula:

$VMF\ Multiplier_t = VMF\ Multiplier_{(t-1)} \times VMF\ Adjustment\ Factor_t$

Where:

"**VMF Adjustment Factor$_t$**" $= 100\% - \frac{AMF\ Percentage}{365.25} - \frac{VMF\ Percentage_t}{365.25}$

"**VMF Multiplier$_t$**" is the VMF Multiplier determined at the Adjustment Day "t". The VMF Multiplier$_t$ at the first Adjustement Day (t=0) is the VMF Multiplier as indicated in the applicable Final Terms or communicated on the Determination Date;**VMF Percentage** means, in relation to the calculation of the Variable Management Fee, the percentage as identified from time to time by the Calculation Agent within a range as indicated in the applicable Final Terms. Therefore, the VMF Percentage at the Issue Date will be equal to 0 and thereafter shall be determined by the Calculation Agent so as to not exceed the percentage indicated in the applicable Final Terms. The Calculation Agent may update, at its reasonable discretion, within the range indicated in the applicable Final Terms, the VMF Percentage considering the prevailing market conditions. The variations of the VMF Percentage will be notified to the relevant Stock Exchange and published on the website of the Issuer;

Worst Of Feature means the determination method that may be specified as applicable in the relevant Final Terms. If the Worst Of Feature applies, the Calculation Agent will select the Worst Of Underlying to determine:

(i) the relevant Remuneration Amount and/or the occurrence of the event that triggers such Remuneration Amount; and/or

(ii) the Early Redemption Amount and/or the occurrence of the Early Redemption Event; and/or

(iii) the Settlement Amount; and/or

(iv) the occurrence of the Barrier Event.

In addition, as specified in the applicable Final Terms, the Worst Of Feature may apply in relation to any or all the relevant valuation periods;

Worst Of Underlying means, in the case of Worst Of Feature, the Underlying with the first, second or third (and so on, depending on the number of the Underlyings) worst Performance of the Underlying in respect of the Performance of the other Underlyings. In the applicable Final Terms, the Issuer will indicate for each Series whether it will take into account the Underlying with the first worst Performance (in such case, this will be named Worst Of Underlying), the second worst Performance (in such case, this will be named **Second Worst Of Underlying**) or the third worst Performance (in such case, a this will be named **Third Worst Of Underlying**) and so on. Upon selection of the Worst Of Underlying by the Calculation Agent the investors will be informed pursuant to Condition 9 (*Notices*);

Yield of Government Bond means, either as single or as a Basket Constituent, the yield (of a Government Bond) that may constitute the Underlying of Govies Securities, published from time to time by the relevant information source specified in the applicable Final Terms or, if such yield is not published or announced at the relevant time on such information source, either (i) the successor or alternative information source or (ii) the determination method to be carried out by the Calculation Agent in its sole and absolute discretion, in each case as specified in the applicable Final Terms.

4. Physical Delivery provisions

(A) *Settlement Disruption*

If, following the exercise of Physical Delivery Securities, in the opinion of the Calculation Agent, delivery of the Entitlement using the method of delivery specified in the applicable Final Terms is not practicable by reason of a Settlement Disruption Event (as defined below) having occurred and continuing on any Settlement Date, then such Settlement Date for such Securities shall be postponed to the first following Settlement Business Day in respect of which there is no such Settlement Disruption Event, provided that the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant Security by delivering the Entitlement using such other commercially reasonable manner as it may select and in such event the Settlement Date shall be such day as the Issuer deems appropriate in connection with delivery of the Entitlement in such other commercially reasonable manner. For the avoidance of doubt, where a Settlement Disruption Event affects some but not all of the Relevant Assets comprising the Entitlement, the Settlement Date for the Relevant Assets not affected by the Settlement Disruption Event will be the originally designated Settlement Date. For so long as delivery of the Entitlement is not practicable by reason of a Settlement Disruption Event, then in lieu of physical settlement and notwithstanding any other provision hereof, the Issuer may elect in its sole discretion to satisfy and discharge its obligations in respect of the relevant Security by payment to the relevant Securityholder of the Settlement Disruption Amount (as defined below) on the third Business Day following the date that notice of such election is given to the Securityholders in accordance with Condition 9 (*Notices*). Payment of the Settlement Disruption Amount will be made in such manner as shall be notified to the Securityholders in accordance with Condition 9 (*Notices*). The Calculation Agent shall give notice as soon as practicable to the Securityholders in accordance with Condition 9 (*Notices*) that a Settlement Disruption Event has occurred provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such Settlement Disruption Event. No Securityholder shall be entitled to any payment in respect of the relevant Security in the event of any delay in the delivery of the Entitlement due to the occurrence of a Settlement Disruption Event and no liability in respect thereof shall attach to the Issuer.

For the purposes hereof:

Settlement Disruption Amount in respect of any relevant Security shall be the fair market value of such Security (taking into account, where the Settlement Disruption Event affected some but not all of the Relevant Assets comprising the Entitlement and such non-affected Relevant Assets have been duly delivered as provided above, the value of such Relevant Assets), less the cost to the Issuer and/or any of its Affiliates or agents of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements), all as determined by the Issuer in its sole and absolute discretion plus, if already paid, in the case of Warrants, the Premium (or, where as provided above some Relevant Assets have been delivered and a pro rata portion thereof has been paid, such pro rata portion); and

Settlement Disruption Event means, in the opinion of the Calculation Agent, an event beyond the control of the Issuer as a result of which the Issuer cannot make delivery of the Relevant Asset(s) using the method specified in the applicable Final Terms.

(B) *Failure to Deliver due to Illiquidity*

If "Failure to Deliver due to Illiquidity" is specified as applicable in the applicable Final Terms and, following the exercise of Physical Delivery Securities, in the opinion of the Calculation Agent, it is impossible or impracticable to deliver, when due, some or all of the Relevant Assets (the **Affected Relevant Assets**) comprising the Entitlement, where such failure to deliver is due to illiquidity in the market for the Relevant Assets (a **Failure to Deliver due to Illiquidity**), then:

(a) subject as provided elsewhere in these Conditions as amended by the applicable Final Terms, any Relevant Assets which are not Affected Relevant Assets, will be delivered on the originally designated Settlement Date in accordance with Condition 19(C) or Condition 22(D), as applicable, and, in the case of Warrants, the Calculation Agent shall determine the appropriate pro rata portion of the Premium to be paid by the relevant Securityholder in respect of that partial settlement; and

(b) in respect of any Affected Relevant Assets, in lieu of physical settlement and notwithstanding any other provision hereof, the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant Security by payment to the relevant Securityholder of the Failure to Deliver Settlement Price (as defined below) on the fifth Business Day following the date that notice of such election is given to the Securityholders in accordance with Condition 9 (*Notices*). Payment of the Failure to Deliver Settlement Price will be made in such manner as shall be notified to the Securityholders in accordance with Condition 9 (*Notices*). The Calculation Agent shall give notice as soon as practicable to the Securityholders in accordance with Condition 9 (*Notices*) that the provisions of this Condition 4(B) apply.

For the purposes hereof:

Failure to Deliver Settlement Price means, in respect of any relevant Security, the fair market value of such Security (taking into account, the Relevant Assets comprising the Entitlement which have been duly delivered as provided above), less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Issuer in its sole and absolute discretion plus, in the case of Warrants and if already paid, the Premium (or, where as provided above some Relevant Assets have been delivered, and a *pro rata* portion thereof has been paid, such *pro rata* portion).

(C) *Issuer's Option to Vary Settlement*

If the applicable Final Terms indicates that the Issuer has an option to vary settlement in respect of the Securities, upon a valid exercise of Securities in accordance with these Conditions, the Issuer may, at its sole and unfettered discretion, in respect of each such Security, elect not to pay the relevant Securityholders the Cash Settlement Amount or not to deliver or procure delivery of the Entitlement to the relevant Securityholders, as the case may be, but, in lieu thereof to deliver or procure delivery of the Entitlement or make payment of the Cash Settlement Amount on the Settlement Date to the relevant Securityholders, as the case may be. Notification of such election will be given to Securityholders no later than 10.00 a.m. (Luxembourg time) on the second Business Day following (a) the Actual Exercise Date for Warrants or (b) the Exercise Date for Certificates in accordance with Condition 9 (*Notices*) and/or, at the option of the Issuer, if applicable, in accordance with the contact details for a Securityholder specified in its Exercise Notice (in the case of a Warrant) or Physical Delivery Confirmation Notice (in the case of a Certificate and if applicable pursuant to the relevant Final Terms).

(D) *Intervening Period*

If the Entitlement in respect of Physical Delivery Securities comprises Relevant Assets which are shares or debt instruments, for such period of time after the Settlement Date as any person other than the relevant Securityholder shall continue to be the legal owner of such securities (the **Intervening Period**), neither the Issuer nor any other person shall (i) be under any obligation to deliver or procure delivery to the relevant Securityholder or any subsequent beneficial owner of such securities or any other person any letter, certificate, notice, circular or any other document or payment whatsoever received by that person in its capacity as the holder of such securities or (ii) be under any obligation to exercise or procure exercise of any or all rights (including voting rights) attaching to such securities during the Intervening Period.

(E) *General*

None of the Issuer, the Security Agents and the Calculation Agent shall have any responsibility for any errors or omissions in the calculation of any Cash Settlement Amount or of any Entitlement.

The purchase of Securities does not confer on any holder of such Securities any rights (whether in respect of voting, distributions or otherwise) attaching to any Relevant Asset.

The Issuer shall be under no obligation to register or procure the registration of any Securityholder or any other person as the registered holder in respect of any shares comprised in any Entitlement in the register of members of the relevant Share Company.

For the purposes hereof:

Share Company means, in relation to a Share, the company that has issued such share.

(F) *Italian Dematerialised Securities*

This Condition 4 (*Physical Delivery provisions*) shall not apply to Italian Dematerialised Securities, which shall be settled by way of cash settlement only.

5. Illegality and force majeure

If the Issuer determines that the performance of its obligations under the Securities or that any arrangements made to hedge the Issuer's obligations under the Securities have, become (i) illegal in whole or in part for any reason, or (ii) by reason of a force majeure event (such as an act of God, fire, flood, severe weather conditions, or a labour dispute or shortage) or an act of state occurring after the Trade Date, impossible or impracticable, the Issuer may cancel the Securities by giving notice to Securityholders in accordance with Condition 9 (*Notices*).

Should any one or more of the provisions contained in these Conditions be or become invalid, the validity of the remaining provisions shall not in any way be affected thereby.

If the Issuer cancels the Securities pursuant to an illegality then the Issuer will, if and to the extent permitted by applicable law, pay an amount to each Securityholder in respect of each Security held by such holder, which amount shall be equal to the fair market value of the Securities, as the case may be (the bid-value in case of Italian Traded Securities), notwithstanding such illegality, less the cost to the Issuer and/or any of its Affiliates or agents of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements), plus, in the case of Warrants and if already paid by or on behalf of a Securityholder, the Premium, all as determined by the Calculation Agent in its sole and absolute discretion (such costs shall not be applicable in case of Italian Traded Securities). Payment will be made in such manner as shall be notified to the Securityholders in accordance with Condition 9 (*Notices*).

If the Issuer cancels the Securities by reason of a force majeure event or an act of state, then the Issuer will, if and to the extent permitted by applicable law, pay an amount to each Securityholder in respect of each Security held by such holder, which amount shall be equal to the fair market value of a Security, as the case may be (the bid-value in case of Italian Traded Securities), taking into account the applicable force majeure event or act of state, as the case may be, less the cost to the Issuer and/or any of its Affiliates or agents of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements) plus, in the case of Warrants and if already paid by or on behalf of a Securityholder, the Premium, all as determined by the Calculation Agent in its sole and absolute discretion (such costs shall not be applicable in case of Italian Traded Securities).

Payment will be made in such manner as shall be notified to the Securityholders in accordance with Condition 9 (*Notices*).

In relation to Certificates that qualify as eligible liabilities under the MREL Reequirements, the early exercise of such Certificates is subject to compliance with the then applicable MREL Requirements.

6. Hedging Disruption

In respect of the Securities linked to one or more Underlying(s), the Issuer or one of its affiliates may be unable, after using commercially reasonable efforts, to either (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity price risk (or any other relevant price risk including, but not limited to, the currency risk) of entering into and performing its obligations with respect to the Securities; or (b) freely realize, recover, receive, repatriate, remit or transfer the proceeds of hedge positions as the case may be between accounts within the jurisdiction of the hedge position (the "**Affected Jurisdiction**") or from accounts within the Affected Jurisdiction to accounts outside of the Affected Jurisdiction.

In case of the occurrence of a Hedging Disruption relating to an Underlying asset (the "**Affected Underlying**") the Calculation Agent may:

(i) consider such event as an event triggering an early redemption of the Securities (hereafter, an "**Early Redemption Event**"). In that case where an Early Redemption Event occurs, the Issuer shall terminate its obligations under the Securities and shall pay or cause to be paid an amount on the basis of the fair market value of the Securities (the bid-value in case of Italian Traded Securities);

(ii) replace the Affected Underlying by a new underlying which is representative of the same economic or geographic sector.

In relation to Certificates that qualify as eligible liabilities under the MREL Requirements, the early exercise of such Certificates is subject to compliance with the then applicable MREL Requirements.

7. Purchases and Cancellation

The Issuer may, but is not obliged to, at any time purchase Securities at any price in the open market or by tender or private treaty. Any Securities so purchased may be held or resold or surrendered for cancellation.

In relation to Certificates which qualify as eligible liabilities under the MREL Requirements, the Issuer may, but is not obliged to, at any time repurchase Securities in compliance with the then applicable MREL Requirements (including, without limitation, having obtained the prior permission of the Relevant Authority, if required).

8. Agents, Determinations, Meetings of Securityholders and Modifications

(A) *Security Agents and Registrar*

The specified offices of the Security Agents and Registrar are as set out at the end of these Conditions.

The Issuer reserves the right at any time to vary or terminate the appointment of any Security Agent and to appoint further or additional Security Agents, provided that no termination of appointment of the Principal Security Agent shall become effective until a replacement Principal Security Agent shall have

been appointed and provided that, so long as any of the Securities are listed on any stock exchange or admitted to trading or listing by any other relevant authority, there shall be a Security Agent having a specified office in each location required by the rules and regulations of the relevant stock exchange or other relevant authority and, for so long as there are any Registered Securities outstanding, there will at all times be a Registrar. Notice of any termination of appointment and of any changes in the specified office of any Security Agent or Registrar will be given to Securityholders in accordance with Condition 9 (*Notices*) provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such termination or changes. In acting under the Agency Agreement, each Security Agent and the Registrar acts solely as agent of the Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Securityholders and any Security Agent's determinations and calculations in respect of the Securities shall (save in the case of manifest error) be final, conclusive and binding on the Issuer and the Securityholders.

The Agency Agreement may be amended by the parties thereto, but without the consent of the Securityholders, for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective provision contained therein or in any manner which the parties may mutually deem necessary or desirable and which shall not be materially prejudicial to the interests of the Securityholders.

(B) *Calculation Agent*

In relation to each issue of Securities, the Calculation Agent (whether it be the Issuer or another entity) acts solely as agent of the Issuer and does not assume any obligation or duty to, or any relationship of agency or trust for or with, the Securityholders. All calculations and determinations made in respect of the Securities by the Calculation Agent shall be made in good faith and in a commercially reasonable manner and shall (save in the case of manifest error) be final, conclusive and binding on the Issuer and the Securityholders.

The Calculation Agent may, with the consent of the Issuer, delegate any of its obligations and functions to a third party as it deems appropriate.

(C) *Determinations by the Issuer*

Any determination made by the Issuer pursuant to these Conditions shall be made in good faith and in a commercially reasonable manner and shall (save in the case of manifest error) be final, conclusive and binding on the Issuer and the Securityholders.

(D) *Meetings of Securityholders and Modifications*

The Agency Agreement contains provisions for convening meetings of the Securityholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Securities or any of the provisions of the Agency Agreement. Such a meeting may be convened by the Issuer. The provisions for convening meetings of the Securityholders contained in the Agency Agreement, shall aplly, *mutatis mutandis*, also to the Italian Dematerialised Securities. The quorum at any such meeting for passing an Extraordinary Resolution is two or more persons holding or representing a clear majority of the Securities for the time being outstanding or at any adjourned meeting two or more persons being or representing Securityholders whatever the number or Securities so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Securities (including modifying the date of exercise of the Securities, reducing or cancelling the Cash Settlement Amount in respect of the Securities or altering the currency of payment of the Securities other than pursuant to Condition 16), the quorum shall be two or more persons holding or representing not less than two-thirds of the Securities for the time being outstanding or at any adjourned such meeting one or more persons holding or representing not less than one-third of the Securities for the time being outstanding. An Extraordinary Resolution passed at any meeting of the

Securityholders shall be binding on all the Securityholders, whether or not they are present at the meeting save in the case of American Style Warrants, for those Warrants remaining outstanding but for which an Exercise Notice shall have been submitted prior to the date of the meeting.

In respect of Italian Dematerialised Securities, for the purposes of (i) ascertaining the right to attend and vote at any meeting of the Securityholders and (ii) the determination of how many Italian Dematerialised Securities are outstanding for the purposes of this Condition, those Italian Dematerialised Securities which are beneficially held by, or on behalf of, the Issuer and not cancelled shall (unless and until ceasing to be so held) be deemed not to be outstanding provided, for the avoidance of doubt, that this shall not prejudice any rights of the Issuer and its respective legal and financial advisers to attend and speak at any such meeting.

The Principal Security Agent and the Issuer may agree, without the consent of the Securityholders to:

(a) any modification (except as mentioned above) of the Securities or the Agency Agreement which is not prejudicial to the interests of the Securityholders; or

(b) any modification of the Securities or the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest error or proven error or to comply with mandatory provisions of law.

Any such modification shall be binding on the Securityholders and any such modification shall be notified to the Securityholders in accordance with Condition 9 (*Notices*) as soon as practicable thereafter.

9. Notices

All notices to Securityholders shall be valid if (i) until such time as any Definitive Securities or Registered Securities in definitive form are issued, the notice is delivered to Euroclear and/or Clearstream, Luxembourg, for communication by them to the Securityholders; (ii) if and so long as the Securities are admitted to trading on the Luxembourg Stock Exchange's regulated market and listed on the Official List of the Luxembourg Stock Exchange, the notice is published in accordance with the rules and regulations of the Luxembourg Stock Exchange (which shall include publication on the website of the Luxembourg Stock Exchange (www.bourse.lu); (iii) if and so long as the Securities are admitted to trading on stock exchanges other than the Luxembourg Stock Exchange, the notices are duly published in a manner which complies with the rules of any such other stock exchange (or any other relevant authority) on which the Securities are for the time being listed or by which they have been admitted to trading; (iv) in the case of Registered Securities in definitive form if sent by first class mail to the holders (or the first named of joint holders) at their respective addresses recorded in the Register; and (v) if and so long as the Securities are Italian Dematerialised Securities, as long as the Securities are held through Monte Titoli, the notice shall be deemed to have been duly given if given through the systems of Monte Titoli. If Definitive Securities are issued, notices to Securityholders will be deemed validly given if published in a leading English language daily newspaper of general circulation in London. It is expected that such publication will be made in the *Financial Times*. Any such notice shall be deemed to have been given on the date of delivery to Euroclear and/or Clearstream, Luxembourg or the date of publication, as the case may be, or, if published more than once, on the date of the first publication.

10. Expenses and Taxation

(A) A holder of Securities must pay all taxes, duties and/or expenses, including any applicable depository charges, transaction or exercise charges, sale commissions, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising from the exercise and settlement of

such Securities pursuant to the terms of such Securities and/or the delivery or transfer of the Entitlement, as applicable (**Expenses**) relating to such Securities.

(B) The Issuer shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, exercise or enforcement of any Security by any person and all payments made by the Issuer shall be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.

(C) A holder of Securities must provide the Issuer with sufficient information and all reasonable assistance necessary (for, and pay all costs associated with), compliance by the Issuer with Section 1471(b) of the Code or otherwise imposed pursuant to Section 1471 through 1474 of the Code or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code. If the Issuer or any other relevant withholding agent determines that a withholding pursuant to FATCA or U.S. dividend equivalent tax legislations under Section 871(m) is required, neither the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld.

11. Further Issues

The Issuer shall be at liberty from time to time without the consent of Securityholders to create and issue further Securities so as to be consolidated with and form a single series with the outstanding Securities.

12. Substitution of the Issuer

(A) *Substitution of Issuer*

Unless otherwise indicated in the relevant Final Terms, the Issuer (or any previously substituted company from time to time) shall, without the consent of the Securityholders, be entitled at any time to substitute for the Issuer any other company (the **Substitute**) as principal debtor in respect of all obligations arising from or in connection with the Securities provided that (i) all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Securities represent valid, legally binding and enforceable obligations of the Substitute have been taken, fulfilled and done and are in full force and effect; (ii) the Substitute shall have assumed all obligations arising from or in connection with the Securities and shall have become a party to the Agency Agreement, with any consequential amendments; (iii) the obligations of the Substitute in respect of the Securities shall be unconditionally and irrevocably guaranteed by the Issuer; (iv) each stock exchange or listing authority on which the Securities are listed shall have confirmed that following the proposed substitution of the Substitute the Securities would continue to be listed on such stock exchange; and (v) the Issuer shall have given at least 30 days' prior notice of the date of such substitution to the Securityholders in accordance with Condition 9 (*Notices*).

(B) *Modification of Conditions as a result of Substitution of Issuer*

After any substitution or change of branch pursuant to Condition 12(A) (*Substitution of Issuer*), the Conditions will be modified in all consequential respects including, but not limited to, replacement of references to the Republic of Italy in the Conditions where applicable, by references to the country of incorporation, domicile and/or residence for tax purposes of the Substitute or the new branch, as the case may be. Such modifications shall be notified to Securityholders in accordance with Condition 9 (*Notices*).

13. Governing Law and Jurisdiction

The Securities and the Agency Agreement (and any non-contractual obligations arising out of or in connection with the Securities and the Agency Agreement) are governed by and shall be construed in accordance with English law. Notwithstanding this, (i) in respect of Italian Dematerialised Securities, the registration and transfer of the Italian Dematerialised Securities in Monte Titoli will be governed by, and will be construed in accordance with, Italian law, and, (ii) in respect of the loss absorption provisions described in Condition 17 (*Acknowledgement of Italian Bail-in Power*) and any non-contractual obligations arising out of or in connection with such provisions will be governed by, and will be construed in accordance with, Italian law.

In relation to any legal action or proceedings arising out of or in connection with the Securities (including any legal action or proceedings relating to any non-contractual obligations arising out of or in connection with the Securities and the Agency Agreement) (**Proceedings**), the Issuer irrevocably submits to the non-exclusive jurisdiction of the courts of England and hereby waives any objection to Proceedings in such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. These submissions are for the benefit of each of the Securityholders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

The Issuer hereby appoints Intesa Sanpaolo S.p.A., London Branch which is presently at 90 Queen Street, London EC4N 1SA, as its agent for service of process and undertakes that, in the event of Intesa Sanpaolo S.p.A., London Branch ceasing so to act, it will appoint another person as its agent for service of process in England in respect of any Proceedings. Nothing herein shall affect the right to serve process in any other manner permitted by law.

14. Prescription

Claims against the Issuer, if any, for payment of principal, interest and/or remuneration in respect of the Certificates shall become void unless made within 60 months from the Exercise Date and no claims shall be made after such date.

15. Terms of the Securities

15(1) Market Disruption Event

If the Calculation Agent determines that the Intraday Value of an Underlying cannot be determined at any time, for the purposes of determining the Performance, or on any Early Redemption Valuation Period and/or Switch Valuation Period and/or Barrier Event Determination Period and/or a Barrier Gap Observation Period (in the case of Gap Certificates) by reason of the occurrence of an event giving rise to a Market Disruption Event (as described in the following sub-conditions), then the Intraday Value at such time on such period shall be disregarded for the purposes of determining the Performance or the occurrence of the Early Redemption Event and/or Switch Event and/or Barrier Event or Barrier Gap Event (in the case of Gap Certificates), as the case may be.

15(1)(A) Market Disruption Event in relation to Index Securities

Definitions

"**Index Constituent**" means any security or other asset constituting an Index; and

"**Related Exchange**" means, in relation to an Index, any regulated or non-regulated market where the options, futures or repo contracts on such Index are traded, as determined by the Calculation Agent.

Market Disruption Events occurring during an Exchange Business Day within the Barrier Event Determination Period, the Barrier Gap Observation Period, the Consolidation Floor Valuation Period, the Early Redemption Valuation Period, the Accumulating Valuation Period, the Digital Valuation Period, the Consolidation Valuation Period, the Extra Consolidation Digital Valuation Period, the Memory Valuation Period, the Cliquet Valuation Period, the Coupon Determination Period, the Participation Remuneration Event Valuation Period, the Participation Rebate Valuation Period, the Knock-out Valuation Period, the Knock-in Valuation Period, the Restrike Observation Period, the Switch Valuation Period or on a Valuation Date, Accumulated Valuation Date, Annual Valuation Date, Buffer Valuation Date, Call Valuation Date, Participation Valuation Date, Put Valuation Date, Strike Observation Date and occurring at any time during the one hour period that ends at the time of the relevant determination and/or valuation made by the Calculation Agent on the relevant Exchange Business Day:

For the purposes of this 15(1)(A), Market Disruption Events means:

(i) any suspension of, or relevant limitation imposed on (a) any transaction on the relevant Exchange or (b) trading of a concrete amount of Index Constituents traded on the relevant Exchanges;

(ii) any suspension of, or relevant limitation imposed on, trading of futures or options contracts relating to the Index on a Related Exchange;

(iii) any event (as determined by the Calculation Agent) that disrupts or impairs the ability of market participants in general to affect transactions (a) in relation to or to obtaining market values for, the Index on the relevant Exchange, or (b) in or obtaining market values for, options contracts or futures contracts on or relating to such Index on any relevant Related Exchange;

(iv) the opening on any Exchange Business Day of the relevant Exchange or any Related Exchange(s) prior to its scheduled opening time unless such earlier opening time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (a) the actual opening time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day and (b) the submission deadline (if applicable) for orders to be entered into with the Exchange or Related Exchange system for execution on such Exchange Business Day; and

(v) the closure on any Exchange Business Day of the relevant Exchange or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (a) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day and (b) the submission deadline (if applicable) for orders to be entered into with the Exchange or Related Exchange system for execution on such Exchange Business Day.

If the Calculation Agent determines, **during an Exchange Business Day within the Barrier Event Determination Period, the Barrier Gap Observation Period, the Consolidation Floor Valuation Period, the Early Redemption Valuation Period, the Accumulating Valuation Period, the Digital Valuation Period, the Consolidation Valuation Period, the Extra Consolidation Digital Valuation Period, the Memory Valuation Period, the Cliquet Valuation Period, the Coupon Determination Period, the Participation Remuneration Event Valuation Period, the Participation Rebate Valuation Period, the Knock-out Valuation Period, the Knock-in Valuation Period, the Restrike Observation Period, the Switch Valuation Period or on a Valuation Date, Accumulated Valuation Date, Annual Valuation Date, Buffer Valuation Date, Call Valuation Date, Participation**

Valuation Date, Put Valuation Date, Strike Observation Date, that a Market Disruption Event has occurred pursuant to (i), (ii), (iii), (iv) and (v) above, then the Exchange Business Day on which the Market Disruption Event occurred is postponed to the next following Exchange Business Day on which the Market Disruption Event ceases.

The Exchange Business Day may be postponed for up to eight Exchange Business Days from the Exchange Business Day originally expected.

In case of Securities relating to a Basket of Indices if the Market Disruption Event has occurred but it is not continuing anymore for all Basket Constituent(s) before the eighth Exchange Business Day from the Exchange Business Day originally expected, in order to determine the official level of the Index the Calculation Agent will have the faculty to determine the official level of each Basket Constituent(s):

(a) on the relevant date on which the Market Disruption Event has ceased to occur for each single Basket Constituent, or

(b) on the date on which the Market Disruption Event has ceased to occur for all Basket Constituents.

If, on the eighth Exchange Business Day from the Exchange Business Day originally expected, the Market Disruption Event is continuing, the Calculation Agent, acting in good faith and in a commercially reasonable manner, will determine

(i) in the case of Securities relating to a single Index, the official level of the Index as of the Exchange Business Day on which the Market Disruption Event occurred on that eighth Exchange Business Day (in accordance with the formula for and method of calculating the Index last in effect prior to the occurrence of the Market Disruption Event), or

(ii) in the case of Securities relating to a Basket of Indices:

(a) for the Basket Constituent(s) for which a Market Disruption Event has not occurred (if any), then the Calculation Agent will have the faculty to determine the official level of such Basket Constituent(s) on the Exchange Business Day originally expected, or on that eighth Exchange Business Day from the Exchange Business Day originally expected;

(b) for the Basket Constituent(s) for which a Market Disruption Event has occurred, but it is not continuing on the eighth Exchange Business Day from the Exchange Business Day originally expected, the Calculation Agent will have the faculty to determine the official level of such Basket Constituent(s) on the date on which the Market Disruption Event has ceased to occur, or on that eighth Exchange Business Day from the Exchange Business Day originally expected; or

(c) for the Basket Constituent(s) for which a Market Disruption Event has occurred and it is continuing on the eighth Exchange Business Day from the Exchange Business Day originally expected, the Calculation Agent will have the faculty to determine the official level of each Basket Constituent on that eighth Exchange Business Day on which the Market Disruption Event occurred,

in all cases in accordance with the fair market value of the Index affected by the Market Disruption Event, using the formula for and the method of calculating each Index last in effect prior to the occurrence of the Market Disruption Event.

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If the valuation/determination has been carried out in more than one Exchange Business Day and the disruption occurred in connection with just one of such days, the postponement will be carried out also in connection with the remaining Exchange Business Days.

Market Disruption Events occurring on a Determination Date

For the purposes of this 15(1)(A), Market Disruption Events occurring on a Determination Date means the occurrence of a Market Disruption Event pursuant to (i), (ii), (iii), (iv) and (v) above in 15(1)(A) on a Determination Date.

In such case:

(i) if the Determination Date is in advance of the Issue Date, Determination Date shall mean the first Exchange Business Day on which the Market Disruption Event ceases immediately following the Determination Date originally expected. However, where a Market Disruption Event is continuing on all the Exchange Business Days following the Determination Date originally expected until the Issue Date (excluded), the Issuer reserves the right for any reason to cancel the issuance of the Securities, and the offer pursuant to the relevant Final Terms shall be deemed cancelled;

(ii) if the Determination Date is after or on the Issue Date, Determination Date shall mean the first Exchange Business Day on which the Market Disruption Event ceases immediately following the Determination Date originally expected.

If the Market Disruption Event is also continuing on the Determination Date, the Calculation Agent, acting in good faith, will determine: (i) in the case of Securities relating to a single Index, the official closing level of the Index for the purposes of determining the Initial Reference Value or (ii) in the case of Securities relating to a Basket of Indices, the official closing level of the Basket Constituent, for the purposes of determining the Initial Reference Value of the Basket, in either case (x) on the basis of the Market Value of the Index affected by the Market Disruption determined using the quoted prices from the period before the Disrupted Day and taking into consideration the impact of the Market Disruption Event on the value of such index or (y) pursuant to the reasonable market practice.

If the determination has been carried out in more than one Exchange Business Day and the disruption occurred in connection with just one of such days, the postponement will be carried out also in connection with the remaining Exchange Business Days; and

(iii) if, on a Determination Date before the Issue Date, the Calculation Agent determines that the index level is equal to or greater than the Maximum Level set out in the relevant Final Terms, then the Issuer reserves the right for any reason to cancel the issuance of the Securities, and the offer pursuant to the relevant Final Terms shall be deemed cancelled.

Investors will be notified of the occurrence of any events pursuant to (i), (ii) and (iii), by way of a notice published on the Issuer's website www.intesasanpaolo.prodottiequotazioni.com.

15(1)(B) Market Disruption Event in relation to Share Securities

Definitions

"**Related Exchange**" means, in relation to a Share, any regulated or non-regulated market where the options, futures or repo contracts on such Share are traded, as determined by the Calculation Agent.

Market Disruption Events occurring during an Exchange Business Day within the Barrier Event Determination Period, the Barrier Gap Observation Period, the Consolidation Floor Valuation Period, the Early Redemption Valuation Period, the Accumulating Valuation Period, the Digital

Valuation Period, the Consolidation Valuation Period, the Extra Consolidation Digital Valuation Period, the Memory Valuation Period, the Cliquet Valuation Period, the Coupon Determination Period, the Participation Remuneration Event Valuation Period, the Participation Rebate Valuation Period, the Knock-out Valuation Period, the Knock-in Valuation Period, the Restrike Observation Period, the Switch Valuation Period or on a Valuation Date, Accumulated Valuation Date, Annual Valuation Date, Buffer Valuation Date, Call Valuation Date, Participation Valuation Date, Put Valuation Date, Strike Observation Date and occurring at any time during the one hour period that ends at the time of the relevant determination and/or valuation made by the Calculation Agent on the relevant Exchange Business Day:

For the purposes of this 15(1)(B), Market Disruption Events means:

(i) any suspension of, or relevant limitation (as determined by the Calculation Agent) imposed on (a) any transaction on the relevant Reference Source or (b) trading of the Share traded on the relevant Reference Source;

(ii) any suspension of or relevant limitation imposed on trading of futures or options contracts relating to a Share on a Related Exchange;

(iii) any event that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (a) to affect transactions in relation to or to obtaining market values for the Share on the relevant Reference Source or (ii) to affect transactions in or obtaining market values for options contracts or futures contracts on or relating to such Share on any relevant Related Exchange;

(iv) the opening on any Exchange Business Day of the relevant Reference Source or any Related Exchange(s) prior to its scheduled opening time unless such earlier opening time is announced by such Reference Source(s) or Related Exchange(s) at least one hour prior to the earlier of (a) the actual opening time for the regular trading session on such Reference Source(s) or Related Exchange(s) on such Exchange Business Day and (b) the submission deadline (if applicable) for orders to be entered into with the Reference Source or Related Exchange system for execution on such Exchange Business Day; and

(v) the closure on any Exchange Business Day of the relevant Reference Source or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Reference Source(s) or Related Exchange(s) at least one hour prior to the earlier of (a) the actual closing time for the regular trading session on such Reference Source(s) or Related Exchange(s) on such Exchange Business Day and (b) the submission deadline (if applicable) for orders to be entered into with the Reference Source or Related Exchange system for execution on such Exchange Business Day.

If the Calculation Agent determines, **during an Exchange Business Day within the Barrier Event Determination Period, the Barrier Gap Observation Period, the Consolidation Floor Valuation Period, the Early Redemption Valuation Period, the Accumulating Valuation Period, the Digital Valuation Period, the Consolidation Valuation Period, the Extra Consolidation Digital Valuation Period, the Memory Valuation Period, the Cliquet Valuation Period, the Coupon Determination Period, the Participation Remuneration Event Valuation Period, the Participation Rebate Valuation Period, the Knock-out Valuation Period, the Knock-in Valuation Period, the Restrike Observation Period, the Switch Valuation Period or on a Valuation Date, Accumulated Valuation Date, Annual Valuation Date, Buffer Valuation Date, Call Valuation Date, Participation Valuation Date, Put Valuation Date, Strike Observation Date,** that a Market Disruption Event has occurred pursuant to 15(1)(B) (i), (ii), (iii), (iv) and (v) above, then the Exchange Business Day on which the Market Disruption Event occurred is postponed to the next following Exchange Business

Day on which the Market Disruption Event ceases.

The Exchange Business Day may be postponed for up to eight Exchange Business Days from the Exchange Business Day originally expected.

In case of Securities relating to a Basket of Shares if the Market Disruption Event has occurred but it is not continuing anymore for all Basket Constituent(s) before the eighth Exchange Business Day from the Exchange Business Day originally expected, in order to determine the official level of the Basket of Shares the Calculation Agent will have the faculty to determine the official level of each Basket Constituent(s):

(a) on the relevant date on which the Market Disruption Event has ceased to occur for each single Basket Constituent, or

(b) on the date on which the Market Disruption Event has ceased to occur for all Basket Constituents.

If, on the eighth Exchange Business Day from the Exchange Business Day originally expected, the Market Disruption Event is continuing, the Calculation Agent, acting in good faith and in a commercially reasonable manner, will determine:

(i) in the case of Securities relating to a single Share, the value for the Share as of the Exchange Business Day on which the Market Disruption Event occurred on that eighth Exchange Business Day, or

(ii) in the case of Securities relating to a Basket of Shares:

(a) for the Basket Constituent(s) for which a Market Disruption Event has not occurred (if any), then the Calculation Agent will have the faculty to determine the official level of such Basket Constituent(s) on the Exchange Business Day originally expected, or on that eighth Exchange Business Day from the Exchange Business Day originally expected;

(b) for the Basket Constituent(s) for which a Market Disruption Event has occurred, but it is not continuing on the eighth Exchange Business Day from the Exchange Business Day originally expected, the Calculation Agent will have the faculty to determine the official level of such Basket Constituent(s) on the date on which the Market Disruption Event has ceased to occur, or on that eighth Exchange Business Day from the Exchange Business Day originally expected; or

(c) for the Basket Constituent(s) for which a Market Disruption Event has occurred and it is continuing on the eighth Exchange Business Day from the Exchange Business Day originally expected, the Calculation Agent will have the faculty to determine the official level of each Basket Constituent on that eighth Exchange Business Day on which the Market Disruption Event occurred.

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If the valuation/determination has been carried out in more than one Exchange Business Day and the disruption occurred in connection with just one of such days, the postponement will be carried out also in connection with the remaining Exchange Business Days.

Market Disruption Events occurring on a Determination Date

For the purposes of this 15(1)(B), Market Disruption Events occurring on a Determination Date means

the occurrence of a Market Disruption Event pursuant to (i), (ii), (iii), (iv) and (v) above in 15(1)(B) on a Determination Date.

In such case:

(i) if the Determination Date is in advance of the Issue Date, Determination Date shall mean the first Exchange Business Day on which the Market Disruption Event ceases immediately following the Determination Date originally expected. However, where a Market Disruption Event is continuing on all the Exchange Business Days following the Determination Date originally expected until the Issue Date (excluded), the Issuer reserves the right for any reason to cancel the issuance of the Securities, and the offer pursuant to the relevant Final Terms shall be deemed cancelled;

(ii) if the Determination Date is after or on the Issue Date, Determination Date shall mean the first Exchange Business Day on which the Market Disruption Event ceases immediately following the Determination Date originally expected.

If, on the Determination Date the Market Disruption Event is also continuing, the Calculation Agent, acting in good faith, will determine: (i) in the case of Securities relating to a single Share, the official closing price of the Share for the purposes of determining the Initial Reference Value or (ii) in the case of Securities relating to a Basket of Shares, the official closing price of the Basket Constituent, for the purposes of determining the Initial Reference Value of the Basket, in either case (x) on the basis of the Market Value of the Share affected by the Market Disruption determined using the quoted prices from the period before the Disrupted Day and taking into consideration the impact of the Market Disruption Event on the value of such Share, or (y) pursuant to the reasonable market practice.

If the determination has been carried out in more than one Exchange Business Day and the disruption occurred in connection with just one of such days, the postponement will be carried out also in connection with the remaining Exchange Business Days; and

(iii) if, on a Determination Date before the Issue Date, the Calculation Agent determines that the Share level is equal to or greater than the Maximum Level set out in the relevant Final Terms, then the Issuer reserves the right for any reason to cancel the issuance of the Securities, and the offer pursuant to the relevant Final Terms shall be deemed cancelled.

Investors will be notified of the occurrence of any event pursuant to (i), (ii) and (iii) of this 15(1)(B), by way of a notice published on the Issuer's website www.intesasanpaolo.prodottiequotazioni.com.

15(1)(C) Market Disruption Event in relation to Commodity Securities

Definitions

"Commodity Reference Dealers Price" means the price for the Reference Value determined by the Calculation Agent on the basis of four quotations provided by Reference Dealers on the Relevant Time for a unit of the relevant Commodity. If four quotations are provided, the price for that Reference Value will be the arithmetic mean of the price for that Commodity provided by each Reference Dealer, without regard to the prices having the highest and lowest value; if exactly three quotations are provided, the Commodity Reference Dealers Price will be the price provided by the relevant Reference Dealer that remains after disregarding the prices having the highest value or the lowest value. For this purpose, if more than one quotation has the same highest value or lowest value, then one of such quotations shall be disregarded. If fewer than three quotations are provided, it will be deemed that the price for that Relevant Time cannot be determined.

"**Fallback Reference Value**" means the Reference Value calculated following a Market Disruption Event;

"**Other Exchange**" means, with respect to a Commodity, each exchange, trading system or quotation system other than the Reference Source on which such Commodity is listed, traded or quoted;

"**Reference Dealers**" means in the event that the Reference Value shall be determined as a Commodity Reference Dealers Price, four leading leaders in the relevant market, other than the Reference Source, selected by the Calculation Agent;

"**Reference Price**" means an amount equal to the official price of the relevant Commodity resulting from the listing made by the Reference Source on the Exchange Business Day which is used by the Calculation Agent to determine the Reference Value;

"**Related Exchange**" means, in relation to a Commodity, any regulated or non-regulated market where the options, futures or repo contracts on such Commodity are traded, as determined by the Calculation Agent;

"**Relevant Time**" means, with respect to any Commodity, the relevant time by reference to which the Calculation Agent determines the price or value of such Commodity for the purposes of determining the Reference Value; and

"**Relevant Country**" means, each of:

(i) any country (or any political or regulatory authority thereof) in which a Reference Currency or the Settlement Currency is the legal tender or currency; and

(ii) any country (or any political or regulatory authority thereof) with which a Commodity, or the Reference Source, has a material connection and, in determining what is material the Calculation Agent may, without limitation, refer to such factor(s) as it may deem appropriate,

all as determined by the Calculation Agent.

Capitalised terms which are not defined in this 15(1)(C) shall have the same meaning as of Condition 3 (*Definitions*).

Market Disruption Events occurring during an Exchange Business Day within the Barrier Event Determination Period, the Barrier Gap Observation Period, the Consolidation Floor Valuation Period, the Early Redemption Valuation Period, the Accumulating Valuation Period, the Digital Valuation Period, the Consolidation Valuation Period, the Extra Consolidation Digital Valuation Period, the Memory Valuation Period, the Cliquet Valuation Period, the Coupon Determination Period, the Participation Remuneration Event Valuation Period, the Participation Rebate Valuation Period, the Knock-out Valuation Period, the Knock-in Valuation Period, the Restrike Observation Period, the Switch Valuation Period or on a Valuation Date, Accumulated Valuation Date, Annual Valuation Date, Buffer Valuation Date, Call Valuation Date, Participation Valuation Date, Put Valuation Date, Strike Observation Date and occurring at any time during the one hour period that ends at the time of the relevant determination and/or valuation made by the Calculation Agent on the relevant Exchange Business Day:

For the purposes of this 15(1)(C), Market Disruption Events means the following events determining the impossibility for the Calculation Agent to calculate during the Relevant Time the Reference Value:

(i) the occurrence or existence on any Final Valuation Day at the Relevant Time for such commodity or at any time during the one hour period that ends at the Relevant Time for such Commodity:

(A) of any suspension of or limitation imposed on all trading (whether by reason of movements in price exceeding limits permitted by the relevant Reference Source or any Related Exchange or otherwise):

a) in all contracts on a Reference Source; or

b) in options contracts or futures contracts on a Related Exchange relating to a Commodity; or

c) in connection with the closure on any Exchange Business Day of the Reference Source or any Related Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by such Reference Source or such Related Exchange, as the case may be, at least one hour prior to **(a)** the actual closing time for the regular trading session on such Reference Source or such Related Exchange on such Exchange Business Day or, if earlier, **(b)** the submission deadline (if applicable) for orders to be entered into the Reference Source or such Related Exchange system for execution at the Relevant Time on such Exchange Business Day. A "**Scheduled Closing Time**" is the scheduled weekday closing time of the relevant Reference Source or Related Exchange, without regard to after hours or any other trading outside of the regular trading session hours; or,

(B) of any event that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to affect transactions in relation to or to obtaining market values for the relevant Commodity on the relevant Reference Source, or to affect transactions in or obtain market values for options contracts or futures contracts on the Related Exchange relating to such Commodity; or

(C) of a failure of the Reference Source to announce or publish the Reference Price (or the information necessary for determining the Reference Price), or the temporary or permanent discontinuance or unavailability of the Reference Price, or if the Commodity Reference Dealers Price is applicable, the failure to obtain at least three quotations from the relevant Reference Dealers, or if the Reference Value determined on the basis of Reference Price materially differs from the Reference Value determined on the basis of the Commodity Reference Dealers Price; or

(D) of a material change in the formula for, or the method of, calculating the Reference Price by the Reference Source; or

(ii) the imposition of, change in or removal of an excise, severance, sales, use, value-added, transfer, stamp. documentary, (other than a tax on, or measured by reference to overall gross or net income) by any government or taxation authority after the Issue Date, if the direct effect of such imposition, change or removal is to raise or lower the price or value of the Commodity on the day that would otherwise be a Relevant Time from what it would have been without that imposition, change or removal.

(iii) any government or supervisory authority (a) imposes any controls or announces its intention to impose any controls or (b) (i) implements or announces its intention to implement or (ii) changes or announces its intention to change the interpretation or administration of any laws or regulations, in each case which the Calculation Agent determines is likely to affect the Issuer's ability to acquire, hold, transfer or realise such Commodity or otherwise to affect transactions in relation to such Commodity.

If the Calculation Agent determines in good faith that a Market Disruption Event has occurred or exists pursuant to 15(1)(C) (i), (ii) and (iii) above during the Relevant Time on a day that is an Exchange Business Day, and in particular **during an Exchange Business Day within the Barrier Event Determination Period, the Barrier Gap Observation Period, the Consolidation Floor Valuation Period, the Early Redemption Valuation Period, the Accumulating Valuation Period, the Digital Valuation Period, the Consolidation Valuation**

Period, the Extra Consolidation Digital Valuation Period, the Memory Valuation Period, the Cliquet Valuation Period, the Coupon Determination Period, the Participation Remuneration Event Valuation Period, the Participation Rebate Valuation Period, the Knock-out Valuation Period, the Knock-in Valuation Period, the Restrike Observation Period, the Switch Valuation Period or on a Valuation Date, Accumulated Valuation Date, Annual Valuation Date, Buffer Valuation Date, Call Valuation Date, Participation Valuation Date, Put Valuation Date, Strike Observation Date, then, a Disruption Fallback (as defined below) method may apply.

The Fallback Reference Value will be determined on the basis of the first applicable Disruption Fallback (applied in accordance with its terms), according to the order below, being each of the following method listed under (i), (ii) (iii) and (iv), a "**Disruption Fallback**" with the meaning as follows:

(i) the Calculation Agent determines the Fallback Reference Value based on the price for that Relevant Time provided by a suitable market recognised dealer not subject to a Market Disruption Event;

(ii) the Calculation Agent, promptly upon becoming aware of the Market Disruption Event, determines in good faith the Fallback Reference Value (or a method for determining the Fallback Reference Value), and, if the Calculation Agent is not able to determine the Fallback Reference Value before the fifth Business Day following the date on which that Market Disruption Event occurred or existed, the next applicable Disruption Fallback shall apply;

(iii) the Fallback Reference Value is determined on the basis of the Commodity Reference Dealers Price;

(iv) the Issuer terminates its obligations under the relevant Commodity Security and the Calculation Agent shall determine the relevant termination amount pursuant to methods set out under Condition 4.

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If the valuation/determination has been carried out in more than one Exchange Business Day and the disruption occurred in connection with just one of such days, the postponement will be carried out also in connection with the remaining Exchange Business Days.

Market Disruption Events occurring on a Determination Date

For the purposes of this 15(1)(C), Market Disruption Events occurring on a Determination Date means the occurrence of a Market Disruption Event pursuant to (i), (ii) and (iii) above in 15(1)(C) on a Determination Date.

In such case:

(i) if the Determination Date is in advance of the Issue Date, Determination Date shall mean the first Exchange Business Day on which the Market Disruption Event ceases immediately following the Determination Date originally expected. However, where a Market Disruption Event is continuing on all the Exchange Business Days following the Determination Date originally expected until the Issue Date (excluded), the Issuer reserves the right for any reason to cancel the issuance of the Securities, and the offer pursuant to the relevant Final Terms shall be deemed cancelled;

(ii) if the Determination Date is after or on the Issue Date, Determination Date shall mean the first Exchange Business Day on which the Market Disruption Event ceases immediately following the Determination Date originally expected.

If the Market Disruption Event is also continuing on the Determination Date, the Calculation Agent, acting in good faith, will determine: (i) in the case of Securities relating to a single Commodity, the Reference Value of the Commodity for the purposes of determining the Initial Reference Value, or (ii) in the case of Securities relating to a Basket of Commodities, the Reference Value of the Basket Constituent, for the purposes of determining the Initial

Reference Value of the Basket, in either case (x) on the basis of the Market Value of the Commodity affected by the Market Disruption determined using the quoted prices from the period before the Disrupted Day and taking into consideration the impact of the Market Disruption Event on the value of such Commodity, or (y) pursuant to the reasonable market practice.

If the determination has been carried out in more than one Exchange Business Day and the disruption occurred in connection with just one of such days, the postponement will be carried out also in connection with the remaining Exchange Business Days; and

(iii) if, on a Determination Date before the Issue Date, the Calculation Agent determines that the commodity level is equal to or greater than the Maximum Level set out in the relevant Final Terms, then the Issuer reserves the right for any reason to cancel the issuance of the Securities, and the offer pursuant to the relevant Final Terms shall be deemed cancelled.

Investors will be notified of the occurrence of any event pursuant to (i), (ii) and (iii) of this 15(1)(C), by way of a notice published on the Issuer's website www.intesasanpaolo.prodottiequotazioni.com.

15(1)(D) Market Disruption Event in relation to Futures Contract Securities

Market Disruption Events occurring during an Exchange Business Day within the Barrier Event Determination Period, the Barrier Gap Observation Period, the Consolidation Floor Valuation Period, the Early Redemption Valuation Period, the Accumulating Valuation Period, the Digital Valuation Period, the Consolidation Valuation Period, the Extra Consolidation Digital Valuation Period, the Memory Valuation Period, the Cliquet Valuation Period, the Coupon Determination Period, the Participation Remuneration Event Valuation Period, the Participation Rebate Valuation Period, the Knock-out Valuation Period, the Knock-in Valuation Period, the Restrike Observation Period, the Switch Valuation Period or on a Valuation Date, Accumulated Valuation Date, Annual Valuation Date, Buffer Valuation Date, Call Valuation Date, Participation Valuation Date, Put Valuation Date, Strike Observation Date and occurring at any time during the one hour period that ends at the time of the relevant determination and/or valuation made by the Calculation Agent on the relevant Exchange Business Day:

For the purposes of this 15(1)(D), Market Disruption Events means:

(i) any disruption or any temporary or permanent discontinuance of the Reference Source (as determined by the Calculation Agent),

(ii) any failure by the Reference Source to publish any relevant price of the Future contract,

(iii) any suspension or limitation imposed on trading in the Future contract or in any other future or option contracts on the relevant exchanges;

(iv) any discontinuance of trading in Future contracts,

(v) the unavailability of the Reference Value,

(vi) any event that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to affect transactions in relation to or obtain market values for the Future contract;

If the Calculation Agent determines, **during an Exchange Business Day within the Barrier Event Determination Period, the Barrier Gap Observation Period, the Consolidation Floor Valuation Period, the Early Redemption Valuation Period, the Accumulating Valuation Period, the Digital Valuation Period, the Consolidation Valuation Period, the Extra Consolidation Digital Valuation Period, the Memory Valuation Period, the Cliquet Valuation Period, the Coupon Determination Period, the Participation Remuneration Event Valuation Period, the Participation Rebate**

Valuation Period, the Knock-out Valuation Period, the Knock-in Valuation Period, the Restrike Observation Period, the Switch Valuation Period or on a Valuation Date, Accumulated Valuation Date, Annual Valuation Date, Buffer Valuation Date, Call Valuation Date, Participation Valuation Date, Put Valuation Date, Strike Observation Date, that a Market Disruption Event has occurred pursuant to 15(1)(D) (i), (ii), (iii), (iv), (v) and (vi) above, then the Exchange Business Day on which the Market Disruption Event occurred is postponed to the next following Exchange Business Day on which the Market Disruption Event ceases.

The Exchange Business Day may be postponed for up to eight Exchange Business Days from the Exchange Business Day originally expected.

In case of Securities relating to a Basket of Future Contracts if the Market Disruption Event has occurred but it is not continuing anymore for all Basket Constituent(s) before the eighth Exchange Business Day from the Exchange Business Day originally expected, in order to determine the official level of the Basket of Future Contracts the Calculation Agent will have the faculty to determine the official level of each Basket Constituent(s):

(a) on the relevant date on which the Market Disruption Event has ceased to occur for each single Basket Constituent, or

(b) on the date on which the Market Disruption Event has ceased to occur for all Basket Constituents.

If, on the eighth Exchange Business Day from the Exchange Business Day originally expected, the Market Disruption Event is continuing, the Calculation Agent, acting in good faith and in a commercially reasonable manner, will determine:

(i) in the case of Securities relating to a single Future Contract, the Reference Value of the Future Contract as of the Exchange Business Day on which the Market Disruption Event occurred on that eighth Exchange Business Day or

(ii) in the case of Securities relating to a Basket of Future Contracts:

  (a) for the Basket Constituent(s) for which a Market Disruption Event has not occurred (if any), then the Calculation Agent will have the faculty to determine the Reference Value of such Basket Constituent(s) on the Exchange Business Day originally expected, or on that eighth Exchange Business Day from the Exchange Business Day originally expected;

  (b) for the Basket Constituent(s) for which a Market Disruption Event has occurred, but it is not continuing on the eighth Exchange Business Day from the Exchange Business Day originally expected, the Calculation Agent will have the faculty to determine the Reference Value of such Basket Constituent(s) on the date on which the Market Disruption Event has ceased to occur, or on that eighth Exchange Business Day from the Exchange Business Day originally expected; or

  (c) for the Basket Constituent(s) for which a Market Disruption Event has occurred and it is continuing on the eighth Exchange Business Day from the Exchange Business Day originally expected, the Calculation Agent will have the faculty to determine the Reference Value of each Basket Constituent on that eighth Exchange Business Day on which the Market Disruption Event occurred.

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If the valuation/determination has been carried out in more than one Exchange Business Day and the

disruption occurred in connection with just one of such days, the postponement will be carried out also in connection with the remaining Exchange Business Days.

Market Disruption Events occurring on a Determination Date

For the purposes of this 15(1)(D), Market Disruption Events occurring on a Determination Date means the occurrence of a Market Disruption Event pursuant to (i), (ii), (iii), (iv), (v) and (vi) above in 15(1)(D) on a Determination Date.

In such case:

(i) if the Determination Date is in advance of the Issue Date, Determination Date shall mean the first Exchange Business Day on which the Market Disruption Event ceases immediately following the Determination Date originally expected. However, where a Market Disruption Event is continuing on all the Exchange Business Days following the Determination Date originally expected until the Issue Date (excluded), the Issuer reserves the right for any reason to cancel the issuance of the Securities, and the offer pursuant to the relevant Final Terms shall be deemed cancelled;

(ii) if the Determination Date is after or on the Issue Date, Determination Date shall mean the first Exchange Business Day on which the Market Disruption Event ceases immediately following the Determination Date originally expected.

If the Market Disruption Event is also continuing on the Determination Date, the Calculation Agent, acting in good faith, will determine: (i) in the case of Securities relating to a single Future Contract, the Reference Value of the Future Contract for the purposes of determining the Initial Reference Value or (ii) in the case of Securities relating to a Basket of Future Contracts, the Reference Value of the Basket Constituent, for the purposes of determining the Initial Reference Value of the Basket, in either case (x) on the basis of the Market Value of the Future Contract affected by the Market Disruption determined using the quoted prices from the period before the Disrupted Day and taking into consideration the impact of the Market Disruption Event on the value of such Future Contract, or (y) pursuant to the reasonable market practice.

If the determination has been carried out in more than one Exchange Business Day and the disruption occurred in connection with just one of such days, the postponement will be carried out also in connection with the remaining Exchange Business Days; and

(iii) if, on a Determination Date before the Issue Date, the Calculation Agent determines that the Future Contract level is equal to or greater than the Maximum Level set out in the relevant Final Terms, then the Issuer reserves the right for any reason to cancel the issuance of the Securities, and the offer pursuant to the relevant Final Terms shall be deemed cancelled.

Investors will be notified of the occurrence of any event pursuant to (i), (ii) and (iii) of this 15(1)(D), by way of a notice published on the Issuer's website www.intesasanpaolo.prodottiequotazioni.com.

15(1)(E) Market Disruption Event in relation to Exchange Rate Securities

Definitions

"**Fallback Exchange Rate**" means the Exchange Rate calculated by the Calculation Agent following a Market Disruption Event.

"**Other Exchange**" means, with respect to an Exchange Rate, each exchange, trading system or quotation system other than the Reference Source on which the relevant Exchange Rate is listed, traded or quoted;

"**Reference Currency**" means, with respect to an Exchange Rate, each currency specified in such an Exchange Rate;

"**Related Exchange**" means, with respect to an Exchange Rate, any exchange, trading system, quotation system or non-regulated market on which options contracts, futures or repo contracts on the relevant Exchange Rate are traded as determined by the Calculation Agent;

"**Relevant Time**" means, with respect to any Exchange Rate, the relevant time by reference to which the Calculation Agent determines the price or value of such Exchange Rate for the purposes of determining the Reference Value;

"**Relevant Country**" means, with respect to each Exchange Rate, each of:

(i) any country (or any political or regulatory authority thereof) in which a Reference Currency for the Exchange Rate or the Settlement Currency is the legal tender or currency; and

(ii) any country (or any political or regulatory authority thereof) in which a Reference Currency for the Exchange Rate or the Reference Source has a material connection and, in determining what is material the Calculation Agent may, without limitation, refer to such factor(s) as it may deem appropriate;

all as determined by the Calculation Agent;

"**First Currency**" means the currency appearing in the first position in an Exchange Rate; and

"**Second Currency**" means the currency appearing in the second position in an Exchange Rate.

Market Disruption Events occurring during an Exchange Business Day within the Barrier Event Determination Period, the Barrier Gap Observation Period, the Consolidation Floor Valuation Period, the Early Redemption Valuation Period, the Accumulating Valuation Period, the Digital Valuation Period, the Consolidation Valuation Period, the Extra Consolidation Digital Valuation Period, the Memory Valuation Period, the Cliquet Valuation Period, the Coupon Determination Period, the Participation Remuneration Event Valuation Period, the Participation Rebate Valuation Period, the Knock-out Valuation Period, the Knock-in Valuation Period, the Restrike Observation Period, the Switch Valuation Period or on a Valuation Date, Accumulated Valuation Date, Annual Valuation Date, Buffer Valuation Date, Call Valuation Date, Participation Valuation Date, Put Valuation Date, Strike Observation Date and occurring at any time during the one hour period that ends at the time of the relevant determination and/or valuation made by the Calculation Agent on the relevant Exchange Business Day:

For the purposes of this 15(1)(E), Market Disruption Events means the occurrence of the following events under which it becomes impossible to calculate the Exchange Rate at the Relevant Time, and in particular:

A the occurrence or existence on any Exchange Business Day at the Relevant Time for the Exchange Rate or at any time during the one hour period that ends at the Relevant Time for such Exchange Rate:

(a) of any suspension of or limitation imposed on trading (whether by reason of movements in price exceeding the limits permitted by the relevant Reference Source or any Related Exchange or otherwise):

(i) of a Second Currency, for its conversion into the relevant First Currency, on the Reference Source or any Other Exchange; or

(ii) in options contracts or futures contracts relating to a Second Currency, for its conversion into the relevant First Currency, on any Related Exchange; or

(b) of any event that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to affect transactions in relation to or to obtaining market values for a Second Currency, for its conversion into the relevant First Currency, on the relevant Reference Source or affecting transactions in or obtain market values for options contracts or futures contracts on or relating to such Second Currency, for its conversion into the First Currency, on any Related Exchange;

B the closure on any Exchange Business Day of the Reference Source or any Related Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by such Reference Source or such Related Exchange, as the case may be, at least one hour prior to **(a)** the actual closing time for the regular trading session on such Reference Source or such Related Exchange on such Exchange Business Day or, if earlier, **(b)** the submission deadline (if applicable) for orders to be entered into with the Reference Source or such Related Exchange system for execution at the Relevant Time on such Exchange Business Day. A "**Scheduled Closing Time**" is the scheduled weekday closing time of the relevant Reference Source or Related Exchange, without regard to after hours or any other trading outside of the regular trading session hours.

If the Calculation Agent determines, **during an Exchange Business Day within the Barrier Event Determination Period, the Barrier Gap Observation Period, the Consolidation Floor Valuation Period, the Early Redemption Valuation Period, the Accumulating Valuation Period, the Digital Valuation Period, the Consolidation Valuation Period, the Extra Consolidation Digital Valuation Period, the Memory Valuation Period, the Cliquet Valuation Period, the Coupon Determination Period, the Participation Remuneration Event Valuation Period, the Participation Rebate Valuation Period, the Knock-out Valuation Period, the Knock-in Valuation Period, the Restrike Observation Period, the Switch Valuation Period or on a Valuation Date, Accumulated Valuation Date, Annual Valuation Date, Buffer Valuation Date, Call Valuation Date, Participation Valuation Date, Put Valuation Date, Strike Observation Date**, that a Market Disruption Event has occurred pursuant to 15(1)(E) (1) and (2) above, then the Exchange Business Day on which the Market Disruption Event occurred is postponed to the next following Exchange Business Day on which the Market Disruption Event ceases.

The Calculation Agent, acting in good faith and in a commercially reasonable manner, will determine the Fallback Exchange Rate taking into consideration all available information that in good faith it deems relevant.

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If the valuation/determination has been carried out in more than one Exchange Business Day and the disruption occurred in connection with just one of such days, the postponement will be carried out also in connection with the remaining Exchange Business Days.

Market Disruption Events occurring on a Determination Date

For the purposes of this 15(1)(E), Market Disruption Events occurring on a Determination Date means the occurrence of a Market Disruption Event pursuant to (1) and (2) above in 15(1)(E) on a Determination Date.

In such case:

(i) if the Determination Date is in advance of the Issue Date, Determination Date shall mean the first Exchange Business Day on which the Market Disruption Event ceases immediately

following the Determination Date originally expected. However, where a Market Disruption Event is continuing on all the Exchange Business Days following the Determination Date originally expected until the Issue Date (excluded), the Issuer reserves the right for any reason to cancel the issuance of the Securities, and the offer pursuant to the relevant Final Terms shall be deemed cancelled;

(ii) if the Determination Date is after or on the Issue Date, Determination Date shall mean the first Exchange Business Day on which the Market Disruption Event ceases immediately following the Determination Date originally expected.

If also on the Determination Date the Market Disruption Event is continuing, the Calculation Agent, acting in good faith, will determine: (i) in the case of Securities relating to a single Exchange Rate, the Reference Value of the Exchange Rate for the purposes of the determining the Initial Reference Value, or (ii) in the case of Securities relating to a Basket of Exchange Rates, the Reference Value of the Basket Constituent, for the purposes of the determining the Initial Reference Value of the Basket, in either case (x) on the basis of the Market Value of the Exchange Rate affected by the Market Disruption determined using the quoted prices from the period before the Disrupted Day and taking into consideration the impact of the Market Disruption Event on the value of such Exchange Rate, or (y) pursuant to the reasonable market practice.

If the determination has been carried out in more than one Exchange Business Day and the disruption occurred in connection with just one of such days, the postponement will be carried out also in connection with the remaining Exchange Business Days; and

(iii) if, on a Determination Date before the Issue Date, the Calculation Agent determines that the Exchange Rate level is equal to or greater than the Maximum Level set out in the relevant Final Terms, then the Issuer reserves the right for any reason to cancel the issuance of the Securities, and the offer pursuant to the relevant Final Terms shall be deemed cancelled.

Investors will be notified of the occurrence of any event pursuant to (i), (ii) and (iii) of this 15(1)(E), by way of a notice published on the Issuer's website https://www.intesasanpaolo.com/.

15(1)(F) Market Disruption Events in relation to Fund Securities

Market Disruption Events occurring during an Exchange Business Day within the Barrier Event Determination Period, the Barrier Gap Observation Period, the Consolidation Floor Valuation Period, the Early Redemption Valuation Period, the Accumulating Valuation Period, the Digital Valuation Period, the Consolidation Valuation Period, the Extra Consolidation Digital Valuation Period, the Memory Valuation Period, the Cliquet Valuation Period, the Coupon Determination Period, the Participation Remuneration Event Valuation Period, the Participation Rebate Valuation Period, the Knock-out Valuation Period, the Knock-in Valuation Period, the Restrike Observation Period, the Switch Valuation Period or on a Valuation Date, Accumulated Valuation Date, Annual Valuation Date, Buffer Valuation Date, Call Valuation Date, Participation Valuation Date, Put Valuation Date, Strike Observation Date and occurring at any time during the one hour period that ends at the time of the relevant determination and/or valuation made by the Calculation Agent on the relevant Exchange Business Day:

For the purposes of this 15(1)(F), Market Disruption Events means the occurrence of the following events:

(i) the failure to publish or determine (a) the net asset value of the Fund or (b) if applicable, the closing auction price relating to each Exchange Traded Fund;

(ii) the failure to open for trading and the permanent discontinuance of trading in the Fund (in the

case of an Exchange Traded Fund);

(iii) any substantial limitation on trading in the Fund on the relevant exchanges (in the case of Exchange Traded Fund);

(iv) any other event similar to the events set out above which makes it impossible or impracticable for the Calculation Agent to perform its duties pursuant to the Securities.

If the Calculation Agent determines, **during an Exchange Business Day within the Barrier Event Determination Period, the Barrier Gap Observation Period, the Consolidation Floor Valuation Period, the Early Redemption Valuation Period, the Accumulating Valuation Period, the Digital Valuation Period, the Consolidation Valuation Period, the Extra Consolidation Digital Valuation Period, the Memory Valuation Period, the Cliquet Valuation Period, the Coupon Determination Period, the Participation Remuneration Event Valuation Period, the Participation Rebate Valuation Period, the Knock-out Valuation Period, the Knock-in Valuation Period, the Restrike Observation Period, the Switch Valuation Period or on a Valuation Date, Accumulated Valuation Date, Annual Valuation Date, Buffer Valuation Date, Call Valuation Date, Participation Valuation Date, Put Valuation Date, Strike Observation Date**, that a Market Disruption Event has occurred pursuant to 15(1)(F) (i), (ii), (iii) and (iv) above, then the Exchange Business Day is postponed to the next following Exchange Business Day on which the Market Disruption Event ceases.

The Calculation Agent, acting in good faith and in a commercially reasonable manner, will determine:

(i) in the case of Securities relating to a single Fund, its good faith estimate value for that Fund on the Exchange Business Day on which the Market Disruption Event ceases, or

(ii) in the case of Securities relating to a Basket of Funds:

(a) for the Basket Constituent(s) for which a Market Disruption Event has not occurred (if any), then the Calculation Agent will have the faculty to determine the value of such Basket Constituent(s) on the Exchange Business Day originally expected, or on that Exchange Business Day on which the Market Disruption Event ceases for all Basket Constituents;

(b) for the Basket Constituent(s) for which a Market Disruption Event has occurred, but it is not continuing on the Exchange Business Day on which the Market Disruption Event ceases for all Basket Constituents, the Calculation Agent will have the faculty to determine the value of such Basket Constituent(s) on the date on which the Market Disruption Event has ceased to occur for that single Basket Constituent(s), or on that Exchange Business Day on which the Market Disruption Event ceases for all Basket Constituents; or,

in all cases acting in good faith in order to determine its good faith estimate value of each Basket Constituent on the Exchange Business Day on which the Market Disruption Event ceases, using (where available) the quoted prices from the period before the Disrupted Day and taking into consideration the impact of the Market Disruption Event on the value of such Fund.

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If the valuation/determination has been carried out in more than one Exchange Business Day and the disruption occurred in connection with just one of such days, the postponement will be carried out also in connection with the remaining Exchange Business Days.

Market Disruption Events occurring on a Determination Date

For the purposes of this 15(1)(F), Market Disruption Events occurring on a Determination Date means the occurrence of a Market Disruption Event pursuant to (i) (ii), (iii) and (iv) above in 15(1)(F) on a Determination Date.

In such case:

(i) if the Determination Date is in advance of the Issue Date, Determination Date shall mean the first Exchange Business Day on which the Market Disruption Event ceases immediately following the Determination Date originally expected. However, where a Market Disruption Event is continuing on all the Exchange Business Days following the Determination Date originally expected until the Issue Date (excluded), the Issuer reserves the right for any reason to cancel the issuance of the Securities, and the offer pursuant to the relevant Final Terms shall be deemed cancelled;

(ii) if the Determination Date is after or on the Issue Date, Determination Date shall mean the first Exchange Business Day on which the Market Disruption Event ceases immediately following the Determination Date originally expected.

If, on the Determination Date the Market Disruption Event is also continuing, the Calculation Agent, acting in good faith, will determine: (i) in the case of Securities relating to a single Fund, the Reference Value of the Fund for the purposes of determining the Initial Reference Value or (ii) in the case of Securities relating to a Basket of Funds, the Reference Value of the Basket Constituent, for the purposes of determining the Initial Reference Value of the Basket, in either case (x) on the basis of the Market Value of the Fund affected by the Market Disruption determined using the quoted prices from the period before the Disrupted Day and taking into consideration the impact of the Market Disruption Event on the value of such Fund, or (y) pursuant to the reasonable market practice.

If the determination has been carried out in more than one Exchange Business Day and the disruption occurred in connection with just one of such days, the postponement will be carried out also in connection with the remaining Exchange Business Days; and

(iii) if, on a Determination Date before the Issue Date, the Calculation Agent determines that the Fund level is equal to or greater than the Maximum Level set out in the relevant Final Terms, then the Issuer reserves the right for any reason to cancel the issuance of the Securities, and the offer pursuant to the relevant Final Terms shall be deemed cancelled.

Investors will be notified of the occurrence of any event pursuant to (i), (ii) and (iii) of this 15(1)(F), by way of a notice published on the Issuer's website www.intesasanpaolo.prodottiequotazioni.com.

15(1)(G) Market Disruption Event in relation to Interest Rate Securities

Market Disruption Events occurring during an Exchange Business Day within the Barrier Event Determination Period, the Barrier Gap Observation Period, the Consolidation Floor Valuation Period, the Early Redemption Valuation Period, the Accumulating Valuation Period, the Digital Valuation Period, the Consolidation Valuation Period, the Extra Consolidation Digital Valuation Period, the Memory Valuation Period, the Cliquet Valuation Period, the Coupon Determination Period, the Participation Remuneration Event Valuation Period, the Participation Rebate Valuation Period, the Knock-out Valuation Period, the Knock-in Valuation Period, the Restrike Observation Period, the Switch Valuation Period or on a Valuation Date, Accumulated Valuation Date, Annual Valuation Date, Buffer Valuation Date, Call Valuation Date, Participation Valuation Date, Put Valuation Date, Strike Observation Date and occurring at any time during the one hour period that ends at the time of the relevant determination and/or valuation made by the Calculation Agent on the relevant Exchange Business Day:

For the purposes of this 15(1)(G), Market Disruption Events means:

(i) the permanent discontinuance or the failure to publish, determine, substitute the Interest Rate, provided that if such failure is an Adjustment Event pursuant to the following 15(2), such event will be considered an Adjustment Event and not a Market Disruption Event; and

(ii) any other event similar to the events set out above which makes it impossible or impracticable for the Calculation Agent to perform its duties pursuant to the Securities.

If the Calculation Agent determines**, during an Exchange Business Day within the Barrier Event Determination Period, the Barrier Gap Observation Period, the Consolidation Floor Valuation Period, the Early Redemption Valuation Period, the Accumulating Valuation Period, the Digital Valuation Period, the Consolidation Valuation Period, the Extra Consolidation Digital Valuation Period, the Memory Valuation Period, the Cliquet Valuation Period, the Coupon Determination Period, the Participation Remuneration Event Valuation Period, the Participation Rebate Valuation Period, the Knock-out Valuation Period, the Knock-in Valuation Period, the Restrike Observation Period, the Switch Valuation Period or on a Valuation Date, Accumulated Valuation Date, Annual Valuation Date, Buffer Valuation Date, Call Valuation Date, Participation Valuation Date, Put Valuation Date, Strike Observation Date,** that a Market Disruption Event has occurred pursuant to 15(1)(G) (i) and (ii) above, then the Calculation Agent shall identify in good faith and according to the best market practices a substitutive suitable Interest Rate for the purposes of such determination, or, in the event that no substitutive suitable Interest Rate can be validly identified, then the Exchange Business Day is postponed to the next following Exchange Business Day on which the Market Disruption Event ceases.

In case of Securities relating to a Basket of Interest Rates if the Market Disruption Event has occurred but it is not continuing anymore for all Basket Constituent(s) before the eighth Exchange Business Day from the Exchange Business Day originally expected, in order to determine the Reference Value of the Basket Constituent the Calculation Agent will have the faculty to determine the official level of each Basket Constituent(s):

(a) on the relevant date on which the Market Disruption Event has ceased to occur for each single Basket Constituent, or

(b) on the date on which the Market Disruption Event has ceased to occur for all Basket Constituents.

If, on the eighth Exchange Business Day from the Exchange Business Day originally expected, the Market Disruption Event is continuing, then the Calculation Agent, acting in good faith and in a commercially reasonable manner, will determine

(i) in the case of Securities relating to a single Interest Rate, the official Reference Value of the Interest Rate, or

(ii) in the case of Securities relating to a Basket of Interest Rates:

  (a) for the Basket Constituent(s) for which a Market Disruption Event has not occurred (if any), then the Calculation Agent will have the faculty to determine the Reference Value of such Basket Constituent(s) on the Exchange Business Day originally expected, or on that eighth Exchange Business Day from the Exchange Business Day originally expected;

  (b) for the Basket Constituent(s) for which a Market Disruption Event has occurred, but it is not continuing on the eighth Exchange Business Day from the Exchange Business Day originally expected, the Calculation Agent will have the faculty to

determine the Reference Value of such Basket Constituent(s) on the date on which the Market Disruption Event has ceased to occur, or on that eighth Exchange Business Day from the Exchange Business Day originally expected; or

(c) for the Basket Constituent(s) for which a Market Disruption Event has occurred and it is continuing on the eighth Exchange Business Day from the Exchange Business Day originally expected, the Calculation Agent will have the faculty to determine the Reference Value of each Basket Constituent on that eighth Exchange Business Day on which the Market Disruption Event occurred,

in all cases in accordance with the fair market value of the Interest Rate affected by the Market Disruption Event, using the quoted prices from the period before the Disrupted Day and taking into consideration the impact of the Market Disruption Event on the value of such Interest Rate.

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If the valuation/determination has been carried out in more than one Exchange Business Day and the disruption occurred in connection with just one of such days, the postponement will be carried out also in connection with the remaining Exchange Business Days.

Market Disruption Events occurring on a Determination Date

For the purposes of this 15(1)(G), Market Disruption Event occurring on a Determination Date means:

(i) the occurrence of a Market Disruption Event pursuant to (i) and (ii) above in 15(1)(G) on a Determination Date. In such case, Determination Date shall mean the first Exchange Business Day on which the Market Disruption Event ceases immediately following the Determination Date originally expected. However, where a Market Disruption Event is continuing on all the five Exchange Business Days following the Determination Date originally expected, the Issuer reserves the right for any reason to cancel the issuance of the Securities, and the offer pursuant to the relevant Final Terms shall be deemed cancelled. Investors will be notified of the occurrence of such event by way of a notice published on the Issuer's website www.intesasanpaolo.prodottiequotazioni.com, and

(ii) if, on a Determination Date, the Calculation Agent determines that the Interest Rate level is equal to or greater than the Maximum Level set out in the relevant Final Terms. In such case, the Issuer reserves the right for any reason to cancel the issuance of the Securities, and the offer pursuant to the relevant Final Terms shall be deemed cancelled. Investors will be notified of the occurrence of such event by way of a notice published on the Issuer's website www.intesasanpaolo.prodottiequotazioni.com.

15(1)(H) Market Disruption Events in relation to Govies Securities

Market Disruption Events occurring during an Exchange Business Day within the Barrier Event Determination Period, the Barrier Gap Observation Period, the Consolidation Floor Valuation Period, the Early Redemption Valuation Period, the Accumulating Valuation Period, the Digital Valuation Period, the Consolidation Valuation Period, the Extra Consolidation Digital Valuation Period, the Memory Valuation Period, the Cliquet Valuation Period, the Coupon Determination Period, the Participation Remuneration Event Valuation Period, the Participation Rebate Valuation Period, the Knock-out Valuation Period, the Knock-in Valuation Period, the Restrike Observation Period, the Switch Valuation Period or on a Valuation Date, Accumulated Valuation Date, Annual Valuation Date, Buffer Valuation Date, Call Valuation Date, Participation

Valuation Date, Put Valuation Date, Strike Observation Date and occurring at any time during the one hour period that ends at the time of the relevant determination and/or valuation made by the Calculation Agent on the relevant Exchange Business Day:

For the purposes of this 15(1)(H), Market Disruption Events means:

(i) the specified Exchange ceases to list or otherwise include the Government Bond and the Government Bond is not listed or otherwise included in any other Exchange, provided that if such event is an Adjustment Event pursuant to the following 15(2), such event will be considered an Adjustment Event and not a Market Disruption Event;

(ii) the issuer of the Government Bond irreversibly converts those Government Bonds into other securities, and such other securities in the reasonable opinion of the Calculation Agent will not have the same characteristics of the Government Bond, provided that if such an event is an Adjustment Event pursuant to the following 15(2), such event will be considered an Adjustment Event and not a Market Disruption Event;

(iii) any other event similar to the events set out above which makes it impossible or impracticable for the Calculation Agent to perform its duties pursuant to the Securities.

If the Calculation Agent determines**, during an Exchange Business Day within the Barrier Event Determination Period, the Barrier Gap Observation Period, the Consolidation Floor Valuation Period, the Early Redemption Valuation Period, the Accumulating Valuation Period, the Digital Valuation Period, the Consolidation Valuation Period, the Extra Consolidation Digital Valuation Period, the Memory Valuation Period, the Cliquet Valuation Period, the Coupon Determination Period, the Participation Remuneration Event Valuation Period, the Participation Rebate Valuation Period, the Knock-out Valuation Period, the Knock-in Valuation Period, the Restrike Observation Period, the Switch Valuation Period or on a Valuation Date, Accumulated Valuation Date, Annual Valuation Date, Buffer Valuation Date, Call Valuation Date, Participation Valuation Date, Put Valuation Date, Strike Observation Date,** that a Market Disruption Event has occurred pursuant to 15(1)(H) (i), (ii) and (iii) above, then the Calculation Agent shall identify in good faith and according to the best market practices a substitutive suitable Government Bond for the purposes of such determination, or, in the event that no substitutive suitable Government Bond can be validly identified, the Exchange Business Day is postponed to the next following Exchange Business Day on which the Market Disruption Event ceases.

The Exchange Business Day may be postponed for up to eight Exchange Business Days from the Exchange Business Day originally expected.

In case of Securities relating to a Basket of Government Bonds if the Market Disruption Event has occurred but it is not continuing anymore for all Basket Constituents before the eighth Exchange Business Day from the Exchange Business Day originally expected, in order to determine the Reference Value of the Basket Constituent the Calculation Agent will have the faculty to determine the official Value of each Basket Constituent:

(a) on the relevant date on which the Market Disruption Event has ceased to occur for each single Basket Constituent, or

(b) on the date on which the Market Disruption Event has ceased to occur for all Basket Constituents.

If, on the eighth Exchange Business Day from the Exchange Business Day originally expected, the Market Disruption Event is continuing, then the Calculation Agent, acting in good faith and in a commercially reasonable manner, will determine:

(i) in the case of Securities relating to a single Government Bond, the Reference Value of the Government Bond as of the Exchange Business Day on which the Market Disruption Event occurred on that eighth Exchange Business Day, or

(ii) in the case of Securities relating to a Basket of Government Bonds:

(a) for the Basket Constituent(s) for which a Market Disruption Event has not occurred (if any), then the Calculation Agent will have the faculty to determine the Reference Value of such Basket Constituent(s) on the Exchange Business Day originally expected, or on that eighth Exchange Business Day from the Exchange Business Day originally expected;

(b) for the Basket Constituent(s) for which a Market Disruption Event has occurred, but it is not continuing on the eighth Exchange Business Day from the Exchange Business Day originally expected, the Calculation Agent will have the faculty to determine the Reference Value of such Basket Constituent(s) on the date on which the Market Disruption Event has ceased to occur, or on that eighth Exchange Business Day from the Exchange Business Day originally expected; or

(c) for the Basket Constituent(s) for which a Market Disruption Event has occurred and it is continuing on the eighth Exchange Business Day from the Exchange Business Day originally expected, the Calculation Agent will have the faculty to determine the Reference Value of each Basket Constituent on that eighth Exchange Business Day on which the Market Disruption Event occurred,

in all cases in accordance with the fair market value of the Government Bond affected by the Market Disruption Event, using the quoted prices from the period before the Disrupted Day and taking into consideration the impact of the Market Disruption Event on the value of such Government Bond.

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If the valuation/determination has been carried out in more than one Exchange Business Day and the disruption occurred in connection with just one of such days, the postponement will be carried out also in connection with the remaining Exchange Business Days.

Market Disruption Events occurring on a Determination Date

For the purposes of this 15(1)(H), Market Disruption Events occurring on a Determination Date means the occurrence of a Market Disruption Event pursuant to (i), (ii) and (iii) above in 15(1)(H) on a Determination Date.

In such case:

(i) if the Determination Date is in advance of the Issue Date, Determination Date shall mean the first Exchange Business Day on which the Market Disruption Event ceases immediately following the Determination Date originally expected. However, where a Market Disruption Event is continuing on all the Exchange Business Days following the Determination Date originally expected until the Issue Date (excluded), the Issuer reserves the right for any reason to cancel the issuance of the Securities, and the offer pursuant to the relevant Final Terms shall

be deemed cancelled;

(ii) if the Determination Date is after or on the Issue Date, Determination Date shall mean the first Exchange Business Day on which the Market Disruption Event ceases immediately following the Determination Date originally expected.

If the Market Disruption Event is also continuing on the Determination Date, the Calculation Agent, acting in good faith, will determine: (i) in the case of Securities relating to a single Government Bond, the official closing Value of the Government Bond for the purposes of determining the Initial Reference Value or (ii) in the case of Securities relating to a Basket of Government Bonds, the official closing Value of the Basket Constituent, for the purposes of determining the Initial Reference Value of the Basket, in either case (x) on the basis of the market value of the Government Bond affected by the Market Disruption determined using the quoted prices from the period before the Disrupted Day and taking into consideration the impact of the Market Disruption Event on the value of such Government Bond or (y) pursuant to the reasonable market practice.

If the determination has been carried out in more than one Exchange Business Day and the disruption occurred in connection with just one of such days, the postponement will be carried out also in connection with the remaining Exchange Business Days; and

(iii) if, on a Determination Date before the Issue Date, the Calculation Agent determines that the Government Bond Value is equal to or greater than the Maximum Level set out in the relevant Final Terms, then the Issuer reserves the right for any reason to cancel the issuance of the Securities, and the offer pursuant to the relevant Final Terms shall be deemed cancelled.

Investors will be notified of the occurrence of any events pursuant to (i), (ii) and (iii), by way of a notice published on the Issuer's website www.intesasanpaolo.prodottiequotazioni.com.

15(1)(I) Market Disruption Events in relation to Combined Securities

For the purposes of this 15(1)(I) Market Disruption Event occurring respectively **during an Exchange Business Day within the Barrier Event Determination Period, the Barrier Gap Observation Period, the Consolidation Floor Valuation Period, the Early Redemption Valuation Period, the Accumulating Valuation Period, the Digital Valuation Period, the Consolidation Valuation Period, the Extra Consolidation Digital Valuation Period, the Memory Valuation Period, the Cliquet Valuation Period, the Coupon Determination Period, the Participation Remuneration Event Valuation Period, the Participation Rebate Valuation Period, the Knock-out Valuation Period, the Knock-in Valuation Period, the Restrike Observation Period, the Switch Valuation Period or on a Valuation Date, Accumulated Valuation Date, Annual Valuation Date, Buffer Valuation Date, Call Valuation Date, Participation Valuation Date, Put Valuation Date, Strike Observation Date or on a Determination Date**, shall have the same meaning of the foregoing Market Disruption Events and will be considered in accordance with the underlyings which are relevant for each specific issue.

15(2) Adjustment Events relating to the Underlying and correction provisions in relation to the Securities

If the Underlying is affected by an Adjustment Event, the Issuer will intervene in order to procure that the economic value of the Securities following an Adjustment Event is equal, as far as possible, to the economic value of the Securities before the occurrence of the Adjustment Event, by applying one of the following measures pursuant to the following sub-sections from 15(2)(A) to 15(2)(I).

If an Adjustment Event has occurred and its negative effects cannot be corrected as described, the Issuer may: (i) apply the provisions of Market Disruption Events as detailed under 15(1), or, as alternative, (ii) redeem the Securities early by paying an amount calculated on the basis of the market

value of the Securities, as determined by the Calculation Agent, acting in good faith and in a commercially reasonable manner. The payment will be made in accordance with the method of calculation notified to the investor on the Issuer's website.

In relation to Certificates that qualify as eligible liabilities under the MREL Requirements, the early exercise of such Certificates is subject to compliance with the then applicable MREL Requirements.

15(2)(A) Adjustment Events in relation to Index Securities

For the purposes of this 15(2)(A), "**Adjustment Event**" means, in relation to an Index, the occurrence of one or more of the following events:

(a) *Calculation of the Index by a Successor Sponsor.*

If the Index Sponsor is replaced by a Successor Sponsor, the Index so calculated and announced by such Successor Sponsor will continue to be deemed as the single Underlying or the Basket Constituent.

(b) *Modification of the method of calculation of the Index or substitution with a Successor Index.*

If an Index Sponsor (or a Successor Sponsor, where applicable) substantially modifies the method of calculation of the Index or replaces the Index with a Successor Index, the Issuer may take one of the following actions which will be notified to the investor by way of a notice on its website:

(i) the Index Sponsor (or the Successor Sponsor, where applicable) may modify or replace the method of calculation by using the same or a substantially similar formula in the calculation of the Index, so as to maintain continuity in the values of the Index before and after such amendment or replacement (using a connection coefficient) and the Securities will not be affected by any correction and will have the modified Index (or the Successor Index, as the case may be) as the Underlying;

(ii) the Index Sponsor (or the Successor Sponsor, where applicable) may modify or replace the method of calculation resulting in a substantial difference between the Index value (as single the Underlying or Basket Constituent) before and after such amendment or replacement, the Issuer may correct the Multiplier, using an adjustment coefficient as determined by the Index Sponsor, the Successor Sponsor or, failing this, by the Issuer. In the case of a Basket, such amendment or replacement (also following the correction of the Multiplier) will not affect the weighting of the Index as Basket Constituent;

(iii) if the Issuer, in relation to the procedure for the amendment or replacement and in relation to the modified Index or Successor Index, does not consider appropriate the method of calculation in (i) and (ii) for the purposes of the first paragraph of this 15(2)(A), the Issuer may redeem the Securities early under payment of an amount calculated on the basis of the market value of the Securities.

(c) *Cancellation or disruption of the Underlying Index (or the Index as Basket Constituent).*

If the Index Sponsor (or the Successor Sponsor, where applicable) (i) permanently cancels that Index, including without limitation following the adoption of a decision to withdraw the authorization or registration as set out in Article 35 of the Benchmark Regulation, or (ii) fails to calculate and announce that Index, the Issuer may replace the Index with another similar Index and, in the case of a Basket, with the same weighting of the Index which is a Basket

Constituent. In accordance with the index types, the features that the Issuer will consider for the purposes of the replacement are the following:

1 in case of share indices:
- (i) the connection with the same geographical area;
- (ii) the connection with the same sector; and
- (iii) the method of calculation of the Index;

2 in case of currency indices, a similar composition of the Index in relation to currency classes and such currency classes may include:
- (i) U.S. dollar;
- (ii) Euro;
- (iii) emerging market countries;
- (iv) Asian currencies; and
- (v) high-yield currencies (for example, New Zealand dollar);

3. in case of bond indices:
- (i) the rating;
- (ii) the type of issuer (sovereign or not sovereign);
- (iii) the connection with the same geographical area;
- (iv) the connection with the same sector;
- (v) the life of the bond composing the index; and
- (vi) the type of yield of the bond composing the index (fixed-rate or floating-rate);

4. in case of commodity indices:
- (i) the composition of the Index; and
- (ii) the method of calculation of the Index;

5. in case of futures indices:
- (i) the composition of the Index; and
- (ii) the connection with the same sector;

6. in case of fund indices:
- (i) the connection with a monetary area;
- (ii) the connection with the same geographical area;
- (iii) the connection with the same sector; and
- (iv) the method of calculation of the Index;

7. in case of inflation indices, the method of calculation of the Index and if the successor index cannot be determined pursuant to such parameter, the Calculation Agent will inquire five leading independent dealers to establish which index shall be the successor index;

8. in the case of volatility indices and interest rate indices, the composition of the Index.

If it is not possible to replace such Index, the Issuer may redeem the Securities early pursuant to the method set out above.

(d) *Any other event affecting the economic value and, consequently, the market price of the Index*.

In relation to Certificates that qualify as eligible liabilities under the MREL Requirements, the early exercise of such Certificates is subject to compliance with the then applicable MREL Requirements.

15(2)(B) Adjustment Events in relation to Share Securities

For the purposes of this 15(2)(B), "**Adjustment Event**" means, in relation to a Share, one or more of

the following events:

(a) share splits and consolidations;

(b) the increase of corporate capital transactions on a free basis and the increase of corporate capital transactions by way of issuance of new shares of the same class as those underlying the Securities;

(c) the increase of corporate capital transactions by way of issuance of (i) new shares of a class different from those underlying the Securities, (ii) shares with Warrant, (iii) convertible bonds and (iv) convertible bonds with Warrant;

(d) merger and de-merger transactions[4];

(e) payment of an extraordinary dividend or a spin-off;

(f) any other event affecting the economic value and, consequently, the market price of the Share and/or the rights of the Shareholders.

In relation to a Share, the Issuer determines the method of correction so that the economic value of the Securities after the correction is equal, as far as possible, to the economic value of the Securities before the Adjustment Event has occurred. For instance, the Issuer may also use for a single Share one of the following correction methods:

(i) in case of a merger (and the shares of the company that arises from the merger remain listed), such Share will be replaced with the only Share of the company that arises from the merger;

(ii) in case of a takeover, by way of tender offer, of the company issuing the Share, the price of such Share is crystallised until the expiry date of the Securities and will remain equal to the value of the Share at the beginning of the tender offer;

(iii) in case of a payment of an extraordinary dividend or a spin-off in relation to the Share, the Initial Reference Value of the Underlying will be corrected so the performance of the Share is held constant.

In relation to a Basket, the correction is made so as to immunise the Basket performance on an Adjustment Event occurring, and as a consequence the performance of the Securities will be neutralised in relation to the Adjustment Event. In the case of:

(i) a merger between two companies issuing Shares which are both Basket Constituents (and the shares of the company that arises from the merger remain listed), such Shares will be replaced within the Basket with the only Share of the company that arises from the merger and that Share will have a weighting equal to the sum of the weightings of the two Shares;

(ii) a takeover, by way of tender offer, of the company issuing the Share which is a Basket Constituent, the price of such Share within the Basket is crystallised until the expiry date of the Securities and will remain equal to the value of the Share at the beginning of the tender offer;

(iii) a default of a company issuing a Share which is a Basket Constituent (and the consequent delisting of such Share), the price of such Share will be equal to zero until the expiry date of the Securities; and

(iv) a payment of an extraordinary dividend or a spin-off in relation to a Share which is a Basket

[4] For the purposes of a correction in relation to a de-merger, reference should be made to the listed share of the company that arises from the de-merger transaction.

Constituent, the Initial Reference Value of the Underlying will be corrected so the performance of the Share within the relevant Basket is held constant.

The correction, in relation to a single Adjustment Event, which may affect the Initial Reference Value of the Underlying and/or the Multiplier and/or the Share and/or other terms related to the Securities, is made according to the following criteria:

(i) where an option contract is traded on the Share affected by the Adjustment Event on a Related Exchange, reference will be made to the criteria used by the Related Exchange to make the relevant corrections, possibly modified to consider the existing differences between the contractual features of the Securities and the option contracts;

(ii) where there are no option contracts on the Share traded on a Regulated Exchange or in relation to which the Issuer does not consider that the method of correction is appropriate for the adjustment of the Securities, the terms and conditions of the Securities will be adjusted by the Issuer pursuant to international market practice.

In relation to such adjustments, Securityholders will be notified by the Issuer by way of a notice on the Issuer's website.

If an Adjustment Event has occurred, whose effects may not be neutralised by way of appropriate corrections to the Initial Reference Value and/or the Multiplier and/or the Share and/or other terms related to the Securities, the Issuer has the right but not the obligation to: (i) apply the provisions of the relevant Market Disruption Events as detailed under 15(1)(B), or, as alternative, (ii) redeem the Securities early, paying to each Securityeholder, in respect of each Security, a cash amount calculated pursuant to the market value of the Securities, as determined by the Calculation Agent acting in good faith and considering the quoted prices of the Underlying during the eight days before the adjustment date, thereby discharging its contractual obligations pursuant to the Securities.

In relation to Certificates that qualify as eligible liabilities under the MREL Requirements, the early exercise of such Certificates is subject to compliance with the then applicable MREL Requirements.

15(2)(C) Adjustment Events in relation to Commodity Securities

For the purposes of this 15(2)(C), "**Adjustment Event**" means, in relation to a Commodity, one or more of the following events:

(a) the Commodity traded on the Reference Source is a different quality or another composition (for example, in a different degree of purity);

(b) any other event or measure as a result of which the Commodity, as traded on the Reference Source, is changed or altered;

(c) options contracts or futures contracts on or relating to the Commodity as traded on any Related Exchange are altered in the manner described under (a) and (b) above; and

(d) any other event affecting the economic value and, consequently, the market price of the Commodity,

and whether or not any event or measure is an Adjustment Event shall be conclusively determined in good faith by the Calculation Agent.

The Adjustment Event shall be treated as a Market Disruption event and paragraph 15 (1)(C) shall apply.

15(2)(D) Adjustment Events in relation to Future Contracts Securities.

For the purposes of this 15(2)(D), "**Adjustment Event**" means, in relation to a Future Contract, one or more of the following events:

(a) *Calculation of the Future Contract by a third party*

If the price of the Future Contract starts to be calculated and published by an entity other than the Reference Source (the "**Other Entity**"), the Underlying of the Securities will remain as the Future Contract selected as such, as calculated by the Other Entity.

The Securityholders will be notified of the identity of the Other Entity, the terms of the calculation and the publication of the Future Contract as calculated by the Other Entity, within eight Business Day after the appointment of such Other Entity, by way of a notice on the Issuer's website.

(b) *Modification of the features of the Future Contract*

If the Reference Source or the Other Entity substantially modifies the features of the Future Contract, including, without limitation, the formula or the method of calculation of the Reference Value, the content, composition or constitution of the underlying of the Future Contract or replaces the Future Contract with a new asset, the following may occur:

(i) if the Reference Source (or the Other Entity, where applicable) modifies or replaces so as to maintain continuity in the values of the Future Contract before and after such amendment or replacement (using a connection coefficient), the Securities will not be affected by any correction and will have the modified Future Contract as the Underlying;

(ii) if the Reference Source (or the Other Entity, where applicable) makes the modification or replacement resulting in a substantial difference in the value of the Future Contract before and after such modification or replacement, the Calculation Agent will correct the Multiplier (and/or the Initial Reference Value of the Underlying and/or other terms related to the Securities), so that the economic value of the Future Contract is maintained constant, using an adjustment coefficient as calculated by the Reference Source of the Future Contract or, failing this, as deemed appropriate by the Calculation Agent, acting in its reasonable discretion and in good faith, also considering the market practice. In the case of a Basket of Future Contracts, such modification or replacement will not affect the weighting of the Future Contract as a Basket Constituent; and

(iii) if the Calculation Agent determines that the effects of the modification or replacement cannot be deleted by way of the procedure set out in (ii) above, the Issuer will be entitled to perform its obligations pursuant to the Securities in accordance with the following paragraph.

(c) *Cessation of the calculation of the Future Contract*

If the Reference Source or the Other Entity ceases to calculate or publish the Future Contract without calculating or publishing a new Future Contract, the Issuer may perform its obligations pursuant to the Securities paying to the Securityholders an amount representing the market value of the Securities.

(d) *Any other event affecting the economic value and, consequently, the market price of the Future Contract.*

The Securityholders will be notified of the market value of the Securities and the relevant method of payment, by way of a notice on the Issuer's website.

15(2)(E)Adjustment Events in relation to Exchange Rate Securities

For the purposes of this 15(2)(E), "**Adjustment Event**" means, in relation to an Exchange Rate, the one

or more of the following events:

(a) *Adjustments*

If a Second Currency is in the country (or countries) or jurisdiction (or jurisdictions)maintaining the authority, institution or other body which issues such Reference Currency, replaced in its function as legal tender by another currency or merged with another currency to become a common currency (such replacement or merged currency the "**New Reference Currency**") and the provisions of the following paragraph "Early Termination Event" do not apply, such Second Currency shall, within the Exchange Rate, be replaced by the New Reference Currency (such exchange rate the "**New Rate of Exchange**"), provided that the New Exchange Rate shall be calculated on the basis of the number of units of the New Reference Currency determined by the conversion of the number of units of the Second Currency used for the determination of the previous Exchange Rate into the New Reference Currency using the exchange rate applicable to such conversion, all of which is determined by the Calculation Agent; and

(b) *Early Termination Events*

(i) If a Reference Currency ceases, for any reason, to be legal tender in the country (or countries) or jurisdiction (or jurisdictions), maintaining the authority, institution or other body which issues such Reference Currency, and the provisions of the previous paragraph ""Adjustments" do not apply, or if an adjustment in accordance with the previous paragraph is, as determined by the Calculation Agent, for any reason not possible or not reasonably practical; or

(ii) where the Reference Source for any Exchange Rate is an exchange, trading system or quotation system, if the Reference Source announces that pursuant to the rules of such Reference Source, the exchange rate between the relevant First Currency and Second Currency ceases (or will cease) to be listed, traded or publicly quoted on the Reference Source for any reason and is not immediately re-listed, re-traded or re-quoted on an exchange, trading system or quotation system acceptable to the Calculation Agent ("**Cessation of Trading**"),

the Issuer will have the right, but not the obligation, to cancel the Securities by giving notice to the Securityholders through the Issuer's website. The Issuer may discharge its obligations pursuant to the Securities paying an amount to each Securityholder in respect of each Security held by such Securityholder which amount shall be the fair market value of the Securities, as determined in good faith by the Calculation Agent.

The Securityholders will be notified of the market value of the Securities and the relevant method of payment, by way of a notice on the Issuer's website.

In relation to Certificates that qualify as eligible liabilities under the MREL Requirements, the early exercise of such Certificates is subject to compliance with the then applicable MREL Requirements.

15(2)(F) Adjustment Events in relation to Fund Securities

Terms

"**Insolvency**" means that, by reason of voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the Fund, (i) all of the shares of that Fund are required to be transferred to a trustee, liquidator or other similar official or (ii) holders of the shares of that Fund become legally prohibited from transferring them.

"**Nationalization**" means that the Fund or all or substantially all the assets of a Fund are nationalized, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

Adjustment Events and replacement of the Fund or redemption of the Securities

For the purposes of this 15(2)(F), "**Adjustment Event**" means, in relation to a Fund, one or more of the following events:

(a) Nationalization;

(b) Insolvency;

(c) the Fund (i) is dissolved or has a resolution passed for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger), or (ii) makes a general assignment or arrangement with or for the benefit of its creditors, or the Fund institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, a proceeding seeking judgement of insolvency or bankruptcy or any other similar relief, or (iii) has instituted against it a proceeding seeking a judgement of insolvency or bankruptcy or any other similar relief, (iv) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets, (v) has a secured party take possession of all or substantially all of its assets or has a distress, execution, attachment, sequestration or other process levied, enforced or sued on or against all or substantially all of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter, or (vi) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction has an analogous effect to any of the events specified in clauses from (i) to (v) above;

(d) the net asset value of the Fund has decreased by an amount considered reasonably significant by the Issuer in good faith, or the Fund has violated any leverage restriction that is applicable to, or affecting, such Fund or its assets by operation of any law, any order or judgement of any court or other agency of government applicable to it or any of its assets, the Fund documents or any contractual restriction binding on or affecting the Fund or any of its assets;

(e) (i) the resignation, termination, or replacement of its Fund adviser or (ii) the resignation, termination, death or replacement of any key person as specified;

(f) any change or modification of the related documents that could reasonably be expected to affect the value of such Fund;

(g) means any breach or violation of any strategy or investment guidelines stated in the related Fund documents that is reasonably likely to affect the value of such Fund or the rights or remedies of any holders thereof (in each case, as determined by the Calculation Agent);

(h) (i) cancellation, suspension or revocation of the registration or approval of the Fund by any governmental, legal or regulatory entity with authority over such Fund, (ii) any change in the legal, tax, accounting, or regulatory treatments of the relevant Fund or its Fund adviser that is reasonably likely to have an adverse impact on the value of such Fund or on any investor therein, or (iii) the Fund or any of its Fund administrator of Fund adviser becoming subject to any investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of such Fund, Fund administrator or Fund adviser;

(i) (i) occurrence of any event affecting such Fund that, in the determination of the Calculation Agent, would make it impossible or impracticable for the Calculation Agent to determine the value of such Fund, and such event continues for at least the foreseeable future; (ii) any failure of the Fund to deliver, or cause to be delivered, (A) information, if any that such Fund has

agreed to deliver, or (B) information that has been previously delivered, as applicable, in accordance with such Fund, or its authorized representative's, to monitor such Fund's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to such Fund;

(j) (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in good faith that (A) it has become illegal to hold, acquire or dispose of the interest issued or held in the Fund, or (B) it will incur a materially increased cost in performing its obligations with respect to the interest issued or held in the Fund (including, without limitation, due to any increase in tax liability, decrease in tax benefit of other adverse effect on its tax position);

(k) means that the Issuer would incur a materially increased (as compared with circumstances existing on the Issue Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the price risk relating to any interest issued or held in the Fund of entering into and performing its obligations with respect to the relevant Fund Security, or (ii) realize, recover or remit the proceeds of any such transaction (s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer shall not be deemed an increased cost of hedging pursuant to this clause k); and

(l) any day, a failure by the Fund to pay the full amount (whether expressed as a percentage or otherwise) of the redemption proceeds calculated by the Calculation Agent that would be paid;

(m) any other event affecting the economic value and, consequently, the market price of the Fund;

(n) the total exposure of the Issuer with respect to the Fund on any Exchange Business Day is higher than a specific threshold amount (the "**Threshold**") determined by the Calculation Agent and notified to Securityholders on the Issuer's website. In the absence of any notice, the Threshold shall be considered as equal to 22.00% of the aggregate net asset value of the relevant Fund on the relevant Exchange Business Day.

Following the occurrence of an Adjustment Event pursuant to (a), (b), above in relation to a Fund, the Issuer redeems the relevant Securities through a notice published on its website. In this case, the Issuer will pay to the Securityholders the market value of the Securities, as determined by the Calculation Agent.

Adjustment Events pursuant to (c), (d), (e), (f), (g), (h), (i), (j), (k), (l) and (m) above shall be treated as Market Disruption Events and paragraph 15 (1) (F) shall apply.

Following the occurrence of the Adjustment Event pursuant to (n), the Calculation Agent has the faculty but not the obligation to, alternatively:

(i) identify a new Fund in respect of which an Adjustment Event has not occurred. Following the identification of the new fund by the Calculation Agent, Securityholders will be notified by the Calculation Agent by way of a notice on the Issuer's website. The new Fund will replace the Fund affected by the Adjustment Event pursuant to (n) with effect from the release of the relevant substitution notice on the Issuer's website. The Calculation Agent will make the corrections which will be appropriate in its opinion, acting in a commercially reasonable manner, to any variable, method of calculation or evaluation or other relevant parameter pursuant to the Securities, in order to affect such substitution, or

(ii) take any necessary action to reduce Issuer's exposure in order that the total exposure of the Issuer shall be comprised below the Threshold, including the faculty for the Issuer to redeem the relevant Securities through a notice published on its website.

15(2)(G)Adjustment Events in relation to Interest Rate Securities

For the purposes of this 15(2)(G), "**Adjustment Event**" means, in relation to an Interest Rate, one or more of the following events:

(i) the Interest Rate is no longer calculated by the relevant Calculation Entity in charge for the calculation, but by another entity which has replaced the Calculation Entity in charge of the calculation. In such case, the Settlement Amount will be determined according to the Reference Value of the Interest Rate as determined and published by the new entity, and each reference to the Entity in charge for the calculation shall be deemed as a reference, where applicable, to the new entity; and

(ii) the Interest Rate is cancelled or replaced, including without limitation, following the adoption of a decision to withdraw the authorization or registration as set out in Article 35 of the Benchmark Regulation. In such case, if the Calculation Entity substantially modifies the method of calculation of the Interest Rate or replaces the Interest Rate with a Successor Interest Rate, the Issuer may take one of the following actions which will be notified to the investor by way of a notice on its website:

(a) the Calculation Entity may modify or replace the method of calculation by using the same or a substantially similar formula in the calculation of the Interest Rate, so as to maintain continuity in the values of the Interest Rate before and after such amendment or replacement (using a connection coefficient) and the Securities will not be affected by any correction and will have the modified Interest Rate as the Underlying;

(b) the Calculation Entity may modify or replace the method of calculation resulting in a substantial difference between the Interest Rate value before and after such amendment or replacement, the Issuer may correct the Multiplier, using an adjustment coefficient as determined by the Calculation Entity or, failing this, by the Issuer. In the case of a Basket, such amendment or replacement (also following the correction of the Multiplier) will not affect the weighting of the Interest Rate as Basket Constituent;

(c) if the Issuer, in relation to the procedure for the amendment or replacement and in relation to the modified Interest Rate, does not consider appropriate the method of calculation in (a) and (b) for the purposes of this 15(2)(G), the Issuer may redeem the Securities early under payment of an amount calculated on the basis of the market value of the Securities;

(iii) the Interest Rate is cancelled or replaced including without limitation, following the adoption of a decision to withdraw the authorization or registration as set out in Article 35 of the Benchmark Regulation and, in the reasonable opinion of the Issuer, it is not possible to determine a new Interest Rate. In such case, the Issuer and an expert appointed by the Issuer will continue to calculate and publish the Interest Rate pursuant to the previous system and to the last level calculated or the Issuer may redeem the Securities early under payment of an amount calculated on the basis of the market value of the Securities.

In relation to Certificates that qualify as eligible liabilities under the MREL Requirements, the early exercise of such Certificates is subject to compliance with the then applicable MREL Requirements.

15(2)(H)Adjustment Events in relation to Govies Securities

For the purposes of this 15(2)(H), "**Adjustment Event**" means the occurrence of one or more of the following events:

(i) the specified Exchange ceases to list or otherwise include the Government Bond and the Government Bond is listed or otherwise included in any other securities exchange;

(ii) the issuer of the Government Bond irreversibly converts those Government Bond into other securities;

(iii) If the Value published or announced on a given Exchange Business Day and used or to be used by the Calculation Agent to determine the Reference Value, the Initial Reference Value or Final Reference Value is subsequently corrected and the correction is published or announced by the Reference Source for that publication or announcement within 30 calendar days of the original publication or announcement;

(iv) any other event affecting the economic value, and consequently the market price of the Government Bond.

15(2)(I)Adjustment Events in relation to Combined Securities

For the purposes of this 15(2)(I), "**Adjustment Event**" means the occurrence of one or more of the events set out above in relation to the other types of Security, in accordance with the specific underlying assets which are relevant from time to time in relation to each issue.

16. Adjustments for European Monetary Union

The Issuer may, without the consent of the Securityholders, on giving notice to the Securityholders in accordance with Condition 9 (*Notices*):

(i) elect that, with effect from the Adjustment Date specified in the notice, certain terms of the Securities shall be redenominated in Euro;

The election will have effect as follows:

(A) where the Settlement Currency of the Securities is the National Currency Unit of a country which is participating in the third stage of European Economic and Monetary Union, such Settlement Currency shall be deemed to be an amount of euro converted from the original Settlement Currency into Euro at the Established Rate, subject to such provisions (if any) as to rounding as the Calculation Agent may decide and as may be specified in the notice, and after the Adjustment Date, all payments of the Cash Settlement Amount in respect of the Securities will be made solely in Euro as though references in the Securities to the Settlement Currency were to Euro;

(B) where the Exchange Rate and/or any other terms of these Conditions (as amended or supplemented in the applicable Final Terms) are expressed in or, in the case of the Exchange Rate, contemplate the exchange from or into, the currency (the "**Original Currency**") of a country which is participating in the third stage of European Economic and Monetary Union, such Exchange Rate and/or any other terms of these Conditions shall be deemed to be expressed in or, in the case of the Exchange Rate, converted for or, as the case may be into, Euro at the Established Rate; and

(C) such other changes shall be made to these Conditions (as amended or supplemented in the applicable Final Terms) as the Issuer may decide, in its sole and absolute discretion to conform them to conventions then applicable to instruments expressed in Euro; and/or

(ii) require that the Calculation Agent make such adjustments to the Multiplier and/or the Strike Price and/or the Settlement Price and/or any other terms of these Conditions and/or the applicable Final Terms as the Calculation Agent, in its sole and absolute discretion, may determine to be appropriate to account for the effect of the third stage of European Economic and Monetary Union on the Multiplier and/or the Strike Price and/or the Settlement Price and/or such other terms of these Conditions and/or the applicable Final Terms).

Notwithstanding the foregoing, none of the Issuer, any of its Affiliates, the Calculation Agent or any of the Security Agents shall be liable to any Securityholder or other person for any commissions, costs, losses or expenses in relation to or resulting from the transfer of Euro or any currency conversion or rounding effected in connection therewith.

In this Condition, the following expressions have the following meanings:

Adjustment Date means a date specified by the Issuer in the notice given to the Securityholders pursuant to this Condition which falls on or after the date on which the country of the Original Currency first participates in the third stage of European Economic and Monetary Union pursuant to the Treaty;

Established Rate means the rate for the conversion of the Original Currency (including compliance with rules relating to rounding in accordance with applicable European Community regulations) into Euro established by the Council of the European Union pursuant to first sentence of Article 1091(4) of the Treaty;

Euro means the currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty;

National Currency Unit means the unit of the currency of a country, as those units are defined on the date on which the country of the Original Currency first participates in European Economic and Monetary Union; and

Treaty means the treaty establishing the European Community, as amended.

17. Acknowledgement of the Italian Bail-in Power

Notwithstanding any provision of these Conditions or any other agreements, arrangements, or understandings between the Issuer and any Securityholder, and without prejudice to Article 55(1) of the BRRD, by its acquisition of the Securities each Securityholder (which, for the purposes of this Condition 17, includes each holder of a beneficial interest in the Securities) acknowledges, accepts, consents to and agrees to be bound by:

(a) the effects of the exercise of the Italian Bail-in Power by the Italian Resolution Authority, which exercise may include and result in any of the following, or some combination thereof: (i) the reduction of all, or a portion, of the settlement amount in respect of the Securities together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; (ii) the conversion of all, or a portion, of the settlement amount in respect of the Securities together with any additional amounts (if any) due in relation thereto, into ordinary shares, other securities or other obligations of the Issuer or another person (and

the issue to or conferral on the holder of such shares, securities or obligations), including by means of an amendment, modification or variation of these Conditions; (iii) the cancellation of the Securities together with any additional amounts (if any) due in relation thereto; and (iv) the amendment or alteration of the expiry of the Securities or amendment of the amounts payable under the Securities, or the date on which each amount becomes payable, including by suspending payment for a temporary period; and

(b) the variation of these Conditions, as deemed necessary by the Italian Resolution Authority, to give effect to the exercise of the Italian Bail-in Power by the Italian Resolution Authority.

The exercise of the Italian Bail-in Power by the Italian Resolution Authority shall not constitute an event of default and these Conditions shall remain in full force and effect save as varied by the Italian Resolution Authority in accordance with this Condition 17.

18. Contracts (Rights of Third Parties) Act 1999

Subject as provided in the Agency Agreement, the Securities do not confer on any third party any rights under the Contracts (Rights of Third Parties) Act 1999 (the **Act**) to enforce any term of the Securities, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

19. Exercise Rights (only applicable to Warrants)

(A) *Exercise Period*

(i) American Style Warrants

American Style Warrants are exercisable on any Exercise Business Day during the Exercise Period by the delivery of an Exercise Notice in the manner set out in Condition 19(A), unless an Early Redemption Event occurred (only applicable in case of Warrants to be admitted to listing and/or trading without prior offer).

If Automatic Exercise is not specified in the applicable Final Terms, any such American Style Warrant with respect to which no Exercise Notice (as defined below) has been delivered in the manner set out in Condition 20(A), at or prior to 10.00 a.m., Brussels or Luxembourg time, as the case may be, on the last Exercise Business Day of the Exercise Period (the **Expiration Date**), shall become void.

If Automatic Exercise is specified as applicable in the relevant Final Terms, any such American Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 20(A), at or prior to 10.00 a.m., Brussels or Luxembourg time, as the case may be, on the Expiration Date and which is in the determination of the Calculation Agent "In-The-Money" shall be automatically exercised on the Expiration Date and the provisions of Condition 20(G) shall apply, provided the relevant Warrant is not a Definitive Warrant. The expressions **exercise, due exercise** and related expressions shall be construed to apply to any Warrants which are automatically exercised on the Expiration Date in accordance with this provision.

With respect to an American Style Warrant, the **Actual Exercise Date** means (a) the Exercise Business Day during the Exercise Period on which an Exercise Notice in respect of an American Style Warrant is delivered to Euroclear and/or Clearstream, Luxembourg with a copy to the Issuer and the Principal Security Agent as provided in Condition 20(A), at or prior to 10.00 a.m. Brussels or Luxembourg time, as appropriate, or (b) if Automatic Exercise is specified in the applicable Final Terms and no Exercise Notice has been delivered in accordance with the preceding paragraph (a), the Expiration Date. If any Exercise Notice in respect of an American Style Warrant is received by Euroclear and/or Clearstream, Luxembourg, or a copy thereof is delivered to the Issuer or the Principal Security Agent after 10.00

a.m. Brussels or Luxembourg time, as appropriate, on any Exercise Business Day during the Exercise Period, such Exercise Notice will be deemed to have been delivered on the next Exercise Business Day, which Exercise Business Day shall be deemed to be the Actual Exercise Date, provided that any such Warrant in respect of which no Exercise Notice has been delivered in the manner set out in Condition 20(A) at or prior to 10.00 a.m. Brussels or Luxembourg time (as appropriate) on the Expiration Date shall (i) if Automatic Exercise is not specified in the applicable Final Terms, become void or (ii) if Automatic Exercise is specified in the applicable Final Terms, be automatically exercised on the Expiration Date as provided above.

In respect of Italian Traded Warrants, prior to the Renouncement Notice Cut-off Time indicated in the relevant Final Terms, the Securityholder may renounce any Automatic Exercise of such Warrant by the delivery or the sending by authenticated swift message (confirmed in writing) of a duly completed Renouncement Notice, which shall be substantially in the form set out in the Agency Agreement and copies of which may be obtained from the specified office of the Security Agents and the registered office of the Issuer (a **Renouncement Notice**), to the relevant Clearing System, with a copy to the Principal Security Agent and the Issuer, in compliance with the laws and regulation, including the regulations of Borsa Italiana S.p.A., applicable from time to time. If a duly completed Renouncement Notice is delivered or sent in compliance with the above, the relevant Securityholder will not be entitled to receive any amounts payable by the Issuer in respect of the relevant Italian Traded Warrants and the Issuer shall have no further liabilities in respect of such amounts.

Once delivered a Renouncement Notice shall be irrevocable. Any determination as to whether a Renouncement Notice is duly completed and in proper form shall be made by the relevant Clearing System in consultation with the Principal Security Agent and shall be conclusive and binding on the Issuer, the Security Agents, the Calculation Agent and the relevant Securityholder. Subject as set out below, any Renouncement Notice so determined to be incomplete or not in proper form or which is not duly delivered shall be null and void. If such Renouncement Notice is subsequently corrected to the satisfaction of the relevant Clearing System, in consultation with the Issuer and the Principal Security Agent, it shall be deemed to be a new Renouncement Notice submitted at the time such correction was delivered to the relevant Clearing System and copied to the Issuer and the Principal Security Agent.]

(ii) European Style Warrants

European Style Warrants are only exercisable on the Exercise Date or if such day is not an Exercise Business Day the immediately succeeding Exercise Business Day (the **Actual Exercise Date** and the **Expiration Date**), unless an Early Redemption Event occurred (only applicable in case of Warrants to be admitted to listing and/or trading without prior offer).

If Automatic Exercise is not specified in the applicable Final Terms, any European Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 20(A), at or prior to 10.00 a.m., Brussels or Luxembourg time (as appropriate) on the Actual Exercise Date, shall become void.

If Automatic Exercise is specified in the applicable Final Terms, any such European Style Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 20(A), at or prior to 10.00 a.m., Brussels or Luxembourg time, as the case may be, on the Actual Exercise Date and which is in the determination of the Calculation Agent "In-The-Money", shall be automatically exercised on the Actual Exercise Date and the provisions of Condition 20(G) shall apply, provided the relevant Warrant is not a Definitive Warrant. The expressions exercise, due exercise and related expressions shall be construed to apply to any Warrants which are automatically exercised on the Actual Exercise Date in accordance with this provision.

In respect of Italian Traded Warrants, prior to the Renouncement Notice Cut-off Time indicated in the relevant Final Terms, the Securityholder may renounce any Automatic Exercise of such Warrant by the delivery or the sending by authenticated swift message (confirmed in writing) of a duly completed Renouncement Notice to the relevant Clearing System, with a copy to the Issuer and the Principal Security Agent, in compliance with the laws and regulation, including the regulations of Borsa Italiana S.p.A., applicable from time to time.

If a duly completed Renouncement Notice is delivered or sent in compliance with the above, the relevant Securityholder will not be entitled to receive any amounts payable by the Issuer in respect of the relevant Italian Traded Warrants and the Issuer shall have no further liabilities in respect of such amounts. Once delivered a Renouncement Notice shall be irrevocable. Any determination as to whether a Renouncement Notice is duly completed and in proper form shall be made by the relevant Clearing System in consultation with the Principal Security Agent and shall be conclusive and binding on the Issuer, the Security Agents, the Calculation Agent and the relevant Securityholder. Subject as set out below, any Renouncement Notice so determined to be incomplete or not in proper form or which is not duly delivered shall be null and void. If such Renouncement Notice is subsequently corrected to the satisfaction of the relevant Clearing System, in consultation with the Issuer and the Principal Security Agent, it shall be deemed to be a new Renouncement Notice submitted at the time such correction was delivered the relevant Clearing System and copied to the Issuer and the Principal Security Agent.

(B) *Cash Settlement*

If the Warrants are Cash Settled Warrants, each such Warrant entitles its holder, upon payment of the Premium in accordance with Condition 20(A) to receive from the Issuer on the Settlement Date the Cash Settlement Amount, unless an Early Redemption Event occurred (only applicable in case of Warrants to be admitted to listing and/or trading without prior offer).

(C) *Physical Settlement*

If the Warrants are Physical Delivery Securities, each such Warrant entitles its holder, upon due exercise and subject as provided in Condition 4, to receive the Entitlement from the Issuer on the Settlement Date, subject to payment of the relevant Premium, any Expenses and any other sums payable unless an Early Redemption Event occurred (only applicable in case of Warrants to be admitted to listing and/or trading without prior offer). If such event occurred, the Securityholder will not be entitled to receive the Entitlement. The method of delivery of the Entitlement is set out in the applicable Final Terms.

Warrants exercised at the same time by the same Securityholder will be aggregated for the purpose of determining the aggregate Entitlements in respect of such Warrants provided that the aggregate Entitlements in respect of the same Securityholder will be rounded down to the nearest whole unit of the Relevant Asset or each of the Relevant Assets, as the case may be, in such manner as the Calculation Agent shall determine. Therefore, fractions of the Relevant Asset or of each of the Relevant Assets, as the case may be, will not be delivered and a cash adjustment amount calculated by the Calculation Agent will be paid in lieu of such fractions of the Relevant Asset. Any such cash adjustment amount will be paid to the account specified in the relevant Exercise Notice.

Following exercise of a Share Security which is a Physical Delivery Warrant, all dividends on the Shares to be delivered will be payable to the party that would receive such dividend according to market practice for a sale of the Shares executed on the relevant Actual Exercise Date and to be delivered in the same manner as such relevant Shares, all as determined by the Calculation Agent. Any such dividends to be paid to a Securityholder will be paid to the account specified by the Securityholder in the relevant Exercise Notice as referred to in Condition 20(A)(1)(v).

20. Exercise Procedure (only applicable to Warrants)

(A) *Exercise Notice*

Warrants may only be exercised by the delivery or the sending by authenticated swift message (confirmed in writing) to Euroclear or Clearstream, Luxembourg, as the case may be, with a copy to the Principal Security Agent and the Issuer, of a duly completed exercise notice (an Exercise Notice) in the form set out in the Agency Agreement (copies of which form may be obtained from Euroclear, Clearstream, Luxembourg and the Security Agents) in accordance with the provisions set out in Condition 19 and this Condition. If the relevant Warrant is in definitive form, such Warrant must be delivered, together with the Exercise Notice, to the Issuer and with a copy to the Principal Security Agent.

(1) An Exercise Notice shall:

(i) specify the series of the Warrants and the number of Warrants the subject of such Notice;

(ii) except in the case of Definitive Warrants, specify the number of the Securityholder's account at Euroclear or Clearstream, Luxembourg, as the case may be, to be debited with the Warrants the subject of such Exercise Notice;

(iii) except in the case of Definitive Warrants, irrevocably instruct Euroclear or Clearstream, Luxembourg, as the case may be, to debit on or before the Settlement Date the Securityholder's account with the Warrants the subject of such Exercise Notice;

(iv) include (A) an undertaking to pay all Expenses and, in the case of Physical Delivery Warrants, the Premium in respect of the relevant Warrants (together with any other amounts payable); and (B) an authorisation to the Issuer to deduct any Expenses from the Cash Settlement Amount, in the case of Cash Settled Warrants, or, in the case of Physical Delivery Warrants, an irrevocable instruction to Euroclear or Clearstream, Luxembourg, as the case may be (or to the Principal Security Agent, in the case of Definitive Warrants), to debit a specified account of the Securityholder at Euroclear or Clearstream, Luxembourg (or such other specified account of the Securityholder, in the case of Definitive Warrants) with the Premium and any Expenses (together with any other amounts payable);

(v) include such details as are required by the applicable Final Terms for delivery of the Entitlement which may include account details and/or the name and address of any person(s) into whose name evidence of the Entitlement is to be registered and/or any bank, broker or agent to whom documents evidencing the Entitlement are to be delivered and specify the name and the number of the Securityholder's account with Euroclear or Clearstream, Luxembourg, as the case may be, or, in the case of a Definitive Warrant, at a bank in the principal financial centre of the relevant Settlement Currency to be credited with any cash payable by the Issuer, either in respect of any cash amount constituting the Entitlement or any cash adjustment amount paid in lieu of fractions of the Relevant Asset or any dividends relating to the Entitlement or as a result of the occurrence of a Settlement Disruption Event or, if applicable, a Failure to Deliver due to Illiquidity and the Issuer electing to pay the Settlement Disruption Amount or Failure to Deliver Settlement Price;

(vi) in the case of Warrants having Exchange Rate as Underlying only, specify the number of the Securityholder's account at Euroclear or Clearstream, Luxembourg, as the case may be, or, in the case of a Definitive Warrant, at a bank in the principal financial centre of the relevant Settlement Currency to be credited with the amount due upon exercise of the Warrants;

(vii) in the case of Cash Settled Warrants which are Definitive Warrants only, specify the details of an account in the principal financial centre of the relevant Settlement Currency to be credited with the Cash Settlement Amount for each Warrant being exercised;

(viii) certify, *inter alia*, that the beneficial owner of each Warrant the subject of such Exercise Notice is not a U.S. person (as defined in the Exercise Notice), the Warrant was not held on behalf of a U.S. person and no cash, securities or other property have been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with such exercise and, where appropriate, undertake to provide such various forms of certification in respect of selling restrictions under the securities, commodities and other laws of the United States as set out in the applicable Final Terms; and

(ix) authorise the production of such certification in any applicable administrative or legal proceedings,

all as provided in the Agency Agreement.

(2) If Condition 4(C) applies, the form of Exercise Notice required to be delivered may be different from that set out above. Copies of such Exercise Notice may be obtained from Euroclear, Clearstream, Luxembourg and the Security Agents.

(B) *Verification of the Securityholder*

Except in the case of an Exercise Notice submitted in respect of a Definitive Warrant, upon receipt of an Exercise Notice, Euroclear or Clearstream, Luxembourg, as the case may be, shall verify that the person exercising the Warrant is the holder thereof according to the books of Euroclear or Clearstream, Luxembourg, as the case may be. Subject thereto, Euroclear or Clearstream, Luxembourg, as the case may be, will confirm to the Principal Security Agent the series and the number of Warrants being exercised, the relevant account details (if applicable) for payment of the Cash Settlement Amount or the details for the delivery of the Entitlement, as the case may be, in respect of each Warrant the subject of the relevant Exercise Notice. Upon receipt of such confirmation, the Principal Security Agent will inform the Issuer thereof. Euroclear or Clearstream, Luxembourg, as the case may be, will on or before the Settlement Date debit the account of the relevant Securityholder with the Warrants the subject of the relevant Exercise Notice.

(C) *Cash Settled Warrants*

Subject as provided in this Condition 20, the Issuer shall pay or cause to be paid the Cash Settlement Amount (if any) for each duly exercised Warrant, by credit or transfer to the Securityholder's account with Euroclear or Clearstream Luxembourg, as the case may be, for value on the Settlement Date less any Expenses not already paid, such payment to be made in accordance with the rules of Euroclear or Clearstream, Luxembourg (as appropriate).

The Issuer's obligations will be discharged by payment to, or to the order of, Euroclear or Clearstream, Luxembourg (as the case may be) of the amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular number of Warrants must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for his share of each such payment.

Payments will be subject in all cases to any fiscal or any other laws and regulations applicable thereto in the place of payment.

(D) *Physical Delivery Warrants*

Subject to payment of the Premium and any Expenses with regard to the relevant Warrants, the Issuer shall on the Settlement Date deliver, or procure the delivery of, the Entitlement for each duly exercised Warrant, subject as provided in Condition 4(C). The Entitlement shall be delivered and evidenced in such manner as set out in the applicable Final Terms.

(E) *Determinations*

Any determination as to whether an Exercise Notice is duly completed and in proper form shall be made by the Principal Security Agent, and shall be conclusive and binding on the Issuer, the Security Agents, the Calculation Agent and the relevant Securityholder. Subject as set out below, any Exercise Notice so determined to be incomplete or not in proper form or which is not duly delivered to Euroclear and/or Clearstream, Luxembourg (as the case may be) and copied to the Issuer and the Principal Security Agent (or, in the case of Definitive Warrants, is not duly delivered to the Issuer together with the relevant Definitive Warrant(s) and copied to the Principal Security Agent), shall be null and void.

If such Exercise Notice is subsequently corrected to the satisfaction of Euroclear and/or Clearstream, Luxembourg (as appropriate), in consultation with the Issuer and the Principal Security Agent (or, in the case of Definitive Warrants, to the satisfaction of the Issuer in consultation with the Principal Security Agent), it shall be deemed to be a new Exercise Notice submitted at the time such correction was delivered to Euroclear and/or Clearstream, Luxembourg, as the case may be, and copied to the Issuer and the Principal Security Agent (or, in the case of Definitive Warrants, to the Issuer and copied to the Principal Security Agent).

If Automatic Exercise is not specified in the applicable Final Terms, any Warrants with respect to which the Exercise Notice has not been duly completed and delivered in the manner set out above by the cut-off time specified in Condition 19(A)(i), in the case of American Style Warrants, or Condition 19(A)(ii), in the case of European Style Warrants, shall become void.

Euroclear and/or Clearstream, Luxembourg, as applicable (or, in the case of Definitive Warrants, the Issuer) shall use its best efforts promptly to notify the Securityholder submitting an Exercise Notice if, in consultation with the Issuer and/or the Principal Security Agent (as applicable), it has determined that such Exercise Notice is incomplete or not in proper form. In the absence of negligence or wilful misconduct on its part, none of the Issuer, the Security Agents, Euroclear, Clearstream, Luxembourg and the Calculation Agent shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Securityholder.

(F) *Delivery of an Exercise Notice*

Delivery of an Exercise Notice shall constitute an irrevocable election by the relevant Securityholder to exercise the Warrants specified. After the delivery of such Exercise Notice, such exercising Securityholder may not transfer such Warrants.

(G) *Failure to deliver an Exercise Notice*

This paragraph only applies if (i) Automatic Exercise is specified in the applicable Final Terms and Warrants are automatically exercised as provided in Condition 19(A)(i) or Condition 19(A)(ii); and (ii) provided the relevant Warrant is not a Definitive Warrant.

(i) *Cash Settled Warrants*

In the event that a Warrantholder does not, in respect of a Cash Settled Warrant to which this Condition 20(G) applies, deliver an Exercise Notice in accordance with Condition 20(A) above on or prior to

10.00 a.m., Brussels or Luxembourg time, as the case may be, on the Expiration Date, the provisions of Condition 20(C) shall nevertheless apply as if such Warrant had been duly exercised on such date.

(ii) *Physical Delivery Warrants*

In the event that a Warrantholder does not, in respect of a Physical Delivery Warrant to which this Condition 20(G) applies, deliver an Exercise Notice in accordance with Condition 20(A) above on or prior to 10.00 a.m., Brussels or Luxembourg time, as the case may be, on the Expiration Date, the Issuer shall as soon as reasonably practicable determine the Assessed Value Payment Amount and in respect of the relevant Warrant, shall pay or cause to be paid the Assessed Value Payment Amount by credit or transfer to the relevant Securityholder's account with Euroclear or Clearstream, Luxembourg (such payment to be made in accordance with the rules of Euroclear or Clearstream, Luxembourg, as the case may be) as soon as reasonably practicable following the determination of the Assessed Value Payment Amount. Upon payment of the Assessed Value Payment Amount as aforesaid, the Issuer's obligations in respect of such Warrant shall be discharged. Payments will be subject in all cases to any fiscal or any other laws and regulations applicable thereto in the place of payment.

As used herein, **Assessed Value Payment Amount** means an amount determined by the Calculation Agent to be the fair market value of the Relevant Assets comprised in the Entitlement in respect of the relevant Warrant, less any Expenses and any other amounts payable.

(H) *Settlement provisions for Definitive Warrants*

In the event that any Definitive Warrants have been issued prior to the Expiration Date, the Issuer shall, on or prior to the Expiration Date, notify Securityholders in accordance with Condition 9 (*Notices*) of the procedure to be followed in order to receive any Cash Settlement Amount or Assessed Value Payment Amount that may be payable upon Automatic Exercise.

(I) *Exercise Risk*

Exercise of the Warrants is subject to all applicable laws, regulations and practices in force on the relevant Exercise Date and none of the Issuer, any of its Affiliates, the Security Agents and the Calculation Agent shall incur any liability whatsoever if it is unable to effect the transactions contemplated, after using all reasonable efforts, as a result of any such laws, regulations or practices. None of the Issuer, any of its Affiliates, the Security Agents and the Calculation Agent shall under any circumstances be liable for any acts or defaults of Euroclear or Clearstream, Luxembourg in relation to the performance of their duties in relation to the Warrants.

21. Minimum and Maximum Number of Warrants Exercisable (only applicable to Warrants)

(A) *American Style Warrants*

This paragraph (A) applies only to American Style Warrants.

(i) The number of Warrants exercisable by any Securityholder on any Actual Exercise Date, as determined by the Issuer, must not be less than the Minimum Exercise Number specified in the applicable Final Terms and, if specified in the applicable Final Terms, if a number greater than the Minimum Exercise Number, must be an integral multiple of the number specified in the applicable Final Terms. Any Exercise Notice which purports to exercise Warrants in breach of this provision shall be void and of no effect.

(ii) If the Issuer determines that the number of Warrants being exercised on any Actual Exercise Date by any Securityholder or a group of Securityholders (whether or not acting in concert) exceeds the

Maximum Exercise Number (a number equal to the Maximum Exercise Number being the Quota), the Issuer may deem the Actual Exercise Date for the first Quota of such Warrants, selected at the discretion of the Issuer, to be such day and the Actual Exercise Date for each additional Quota of such Warrants (and any remaining number thereof) to be each of the succeeding Business Days until all such Warrants have been attributed with an Actual Exercise Date, provided, however, that the deemed Actual Exercise Date for any such Warrants which would thereby fall after the Expiration Date shall fall on the Expiration Date. In any case where more than the Quota of Warrants are exercised on the same day by Securityholder(s), the order of settlement in respect of such Warrants shall be at the sole discretion of the Issuer.

(B) *European Style Warrants*

This paragraph (B) applies only to European Style Warrants.

The number of Warrants exercisable on behalf of any Securityholder on any Exercise Date, as determined by the Issuer, must be equal to the Minimum Exercise Number specified in the applicable Final Terms and, if specified in the applicable Final Terms, if a number greater than the Minimum Exercise Number, must be an integral multiple of the number specified in the applicable Final Terms. Any exercise which purports to exercise Warrants in breach of this provision shall be void and of no effect.

22. Exercise Procedure (only applicable to Certificates)

(A) *Exercise Date*

Each Certificate shall be automatically exercised on the Exercise Date and settled in accordance with Condition 22 (*Exercise of Certificates*), unless an Early Redemption Event occurred, if applicable, or a Call Option is exercised by the Issuer (if applicable), or a Put Option is exercised by the investor (if applicable) or an Open End Feature is applicable (only in case of Benchmark Certificates), as specified in the relevant Final Terms. In relation to Certificates that qualify as eligible liabilities under the MREL Requirements, the early exercise is subject to compliance with the then applicable MREL Requirements (including, without limitation, having obtained the prior permission of the Relevant Authority, if required).

In respect of Certificates listed on stock exchanges other than the Luxembourg Stock Exchange, prior to the Renouncement Notice Cut-off Time indicated in the relevant Final Terms, the Securityholder may renounce any automatic exercise of such Certificate by the delivery or sending by authenticated swift message (confirmed in writing) of a duly completed Renouncement Notice to the relevant Clearing System, with a copy to the Principal Security Agent and the Issuer, in compliance with the laws and regulation, including the regulations of such other stock exchange, applicable from time to time. If a duly completed Renouncement Notice is delivered or sent in compliance with the above, the relevant Securityholder will not be entitled to receive any amounts payable by the Issuer in respect of the relevant Certificates listed on other exchanges and the Issuer shall have no further liabilities in respect of such amounts.

(B) Once delivered a Renouncement Notice shall be irrevocable. Any determination as to whether a Renouncement Notice is duly completed and in proper form shall be made by the relevant Clearing System in consultation with the Principal Security Agent and shall be conclusive and binding on the Issuer, the Security Agents, the Calculation Agent and the relevant Securityholder. Subject as set out below, any Renouncement Notice so determined to be incomplete or not in proper form or which is not duly delivered shall be null and void. If such Renouncement Notice is subsequently corrected to the satisfaction of the relevant Clearing System, in consultation with the Issuer and the Principal Security Agent, it shall be deemed to be a new Renouncement Notice submitted at the time such correction was

delivered to the relevant Clearing System and copied to the Issuer and the Principal Security Agent. *Exercise Date in case of Open End Feature or if a Call Option or Put Option is specified as applicable in the relevant Final Terms*

If, in case of Benchmark Certificates, Open End Feature is specified as applicable in the relevant Final Terms, no Exercise Date will be provided and the Certificates may only be redeemed upon exercise of the Call Option by the Issuer (on a Call Valuation Date), or the exercise of the Put Option by the investor (on a Put Valuation Date).

Exercise following the Call Option or the Put Option may be applicable also if an Exercise Date is provided, if so specified in the relevant Final Terms. Certificates will be considered exercised on the relevant Call Exercise Date or Put Exercise Date, as the case may be and in accordance with the relevant Final Terms. In relation to Certificates that qualify as eligible liabilities under the MREL Requirements, the early exercise is subject to compliance with the then applicable MREL Requirements (including, without limitation, having obtained the prior permission of the Relevant Authority, if required).

(i) *Exercise of the Call Option by the Issuer*

For the purposes of the Exercise of the Call Option during a specified Call Notice Period, the Issuer shall communicate the intention of exercise the Call Option to the relevant Stock Exchange and publish a notice to the Securityholders on its website by the Call Notice Period established in the relevant Final Terms. Such notice will be irrevocable and shall indicate the Call Exercise Date (corresponding to the relevant Call Valuation Date indicated in the applicable Final Terms) on which investors exercise the Certificates.

(ii) *Exercise of the Put Option by the investor (if applicable)*

Differently, for the purposes of the Exercise of the Put Option during a specified Put Notice Period, the investor shall send to the Issuer a Put Option Exercise Notice – drawn up, in order to be valid, in accordance with the form provided on the Issuer's website www.intesasanpaolo.prodottiequotazioni.com – during the period from the first Business Day of the Put Notice Period until 17:00 CET on the last Business Day of the Put Notice Period, in relation to each Put Exercise Date, as indicated in the relevant Final Terms. The time indicated on the copy printed by the receiving machine will be considered for the purposes of the Exercise of the Put Option. The Put Option Exercise Notice is irrevocable and shall indicate the Put Exercise Date (corresponding to the relevant Put Valuation Date indicated in the applicable Final Terms) on which investors exercise the Certificates and the relevant ISIN code. The Put Option Exercise Notice shall be carried out in relation to a number of Certificates, in the same series, equal to the Minimum Exercise Amount or to an integer multiple of that number. Any Put Option Exercise Notice, which has not been sent pursuant to this paragraph and within the terms specified in the relevant Final Terms and/or has not been received by the Issuer within the time specified above, will not be considered valid. Once the Put Option Exercise Notice is delivered, the Certificates in respect of which the Put Option has been exercised shall not be transferred to third parties.

(C) *Exercise of Certificates that qualify as eligible liabilities under the MREL*

(i) Regulatory conditions for call, redemption, repayment or repurchase

Any call, redemption, repurchase of eligible Certificates is subject, to the extent such Certificates qualify at such time as liabilities that are eligible to meet the MREL Requirements (so called eligible liabilities), to compliance with the then applicable MREL Requirements, including the

condition that the Issuer has obtained the prior permission of the Relevant Authority in accordance with Article 78a of the CRR, subject in any event to any different conditions or requirements as may be applicable from time to time under the applicable laws and regulations.

For the avoidance of doubt, any refusal of the Relevant Authority to grant its permission in accordance with Article 78a of the CRR shall not constitute a default of the Issuer for any purposes.

(ii) Exercise due to a MREL Disqualification Event

If MREL eligible liablities is specified as applicable in the relevant Final Terms and the Issuer determines that a MREL Disqualification Event has occurred and is continuing, the Issuer in its discretion may, having given a notice to the Securityholders in accordance with Condition 9 (*Notices*), which will specify the scheduled date for redemption and payment of the relevant amount, redeem such Series of Certificates, in whole but not in part, then outstanding at any time by paying to Securityholders an amount which shall be equal to the fair market value of the Certificates (the bid-value in case of Italian Traded Securities).

(D) *Cash Settlement*

If the Certificates (**Cash Settled Certificates**) are Cash Settled Securities, each such Certificate entitles its holder to receive from the Issuer on the Settlement Date the Cash Settlement Amount, less any Expenses not already paid.

(E) *Physical Settlement*

If the Certificates (**Physical Delivery Certificates**) are Physical Delivery Securities, each such Certificate entitles its holder, subject to the provisions of Condition 23(A), to receive from the Issuer on the Settlement Date the Entitlement, subject to payment of any Expenses. The method of delivery of the Entitlement is set out in the applicable Final Terms.

Unless otherwise specified in the applicable Final Terms, Certificates of the same Securityholder automatically exercised and in respect of which, if so specified in the applicable Final Terms, a Physical Delivery Confirmation Notice (as defined below) has been duly given as provided in Condition 23(A), will be aggregated for the purpose of determining the aggregate Entitlements in respect of such Certificates, provided that the aggregate Entitlements in respect of the same Securityholder will be rounded down to the nearest whole unit of the Relevant Asset or each of the Relevant Assets, as the case may be, in such manner as the Calculation Agent shall determine. Therefore, fractions of the Relevant Asset or of each of the Relevant Assets, as the case may be, will not be delivered and a cash adjustment amount calculated by the Calculation Agent will be paid in lieu of such fractions of the Relevant Asset. Any such cash adjustment amount will be paid to the account specified in the relevant Exercise Notice.

Following exercise of a Share Security which is a Physical Delivery Certificate, all dividends on the relevant Shares to be delivered will be payable to the party that would receive such dividend according to market practice for a sale of the Shares executed on the Exercise Date and to be delivered in the same manner as such relevant Shares, all as determined by the Calculation Agent. Any such dividends to be paid to a Securityholder will be paid to the account specified by the Securityholder in the relevant Physical Delivery Confirmation Notice (if applicable) as referred to in Condition 23(A)(1)(v).

23. Physical Delivery Confirmation Notices and Settlement (only applicable to Certificates)

(A) *Physical Delivery Confirmation Notice Requirement*

If so specified in the applicable Final Terms, in the case of Physical Delivery Certificates, in order to obtain delivery of the Entitlement the relevant Securityholder must deliver or send by authenticated swift message (confirmed in writing) to Euroclear or Clearstream, Luxembourg, as the case may be, with a copy to the Principal Security Agent and the Issuer not later than 10.00 a.m. Brussels or Luxembourg time (as appropriate) on the Exercise Date a duly completed physical delivery confirmation notice (a **Physical Delivery Confirmation Notice**) in the form set out in the Annex to the Terms and Conditions of the Securities and in accordance with the provisions set out in this Condition.

If the relevant Certificate is in definitive form, such Certificate must be delivered, together with the Physical Delivery Confirmation Notice, to the Issuer and with a copy to the Principal Security Agent.

(1) The Physical Delivery Confirmation Notice shall:

(i) specify the series of the Certificates and the number of Certificates the subject of such Physical Delivery Confirmation Notice;

(ii) except in the case of Definitive Certificates, specify the number of the Securityholder's account at Euroclear or Clearstream, Luxembourg, as the case may be, to be debited with the Certificates the subject of such Physical Delivery Confirmation Notice;

(iii) except in the case of Definitive Certificates, irrevocably instruct Euroclear or Clearstream, Luxembourg, as the case may be, to debit on or before the Settlement Date the Securityholder's account with the Certificates the subject of such Physical Delivery Confirmation Notice;

(iv) include an undertaking to pay all Expenses and, except in the case of Definitive Certificates, an authority to Euroclear or Clearstream, Luxembourg, as the case may be, to debit a specified account of the Securityholder at Euroclear or Clearstream, Luxembourg, in respect thereof;

(v) include such details as are required by the applicable Final Terms for delivery of the Entitlement which may include account details and/or the name and address of any person(s) into whose name evidence of the Entitlement is to be registered and/or any bank, broker or agent to whom documents evidencing the Entitlement are to be delivered and specify the name and the number of the Securityholder's account with Euroclear or Clearstream, Luxembourg, as the case may be, or, in the case of a Definitive Certificate, at a bank in the principal financial centre of the relevant Settlement Currency to be credited with any cash payable by the Issuer, either in respect of any cash amount constituting the Entitlement or any cash adjustment amount paid in lieu of fractions of the Relevant Asset or any dividends relating to the Entitlement or as a result of the occurrence of a Settlement Disruption Event or a Failure to Deliver due to Illiquidity and the Issuer electing to pay the Settlement Disruption Amount or Failure to Deliver Settlement Price, as the case may be;

(vi) in the case of Certificates having Exchange Rate as Underlying only, specify the number of the Securityholder's account at Euroclear or Clearstream, Luxembourg, as the case may be, or, in the case of a Definitive Certificate, at a bank in the principal financial centre of the relevant Settlement Currency to be credited with the amount due upon exercise of the Certificates;

(vii) certify, *inter alia*, that the beneficial owner of each Certificate the subject of such Physical Delivery Confirmation Notice is not a U.S. person (as defined in the

Physical Delivery Confirmation Notice), the Certificate was not held on behalf of a U.S. person and no cash, securities or other property have been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with such exercise and, where appropriate, undertake to provide such various forms of certification in respect of selling restrictions under the securities, commodities and other laws of the United States as set out in the applicable Final Terms; and

(viii) authorise the production of the Physical Delivery Confirmation Notice in any applicable administrative or legal proceedings.

(2) If Condition 4(C) applies, the form of Physical Delivery Confirmation Notice required to be delivered may be different from that set out above. Copies of such Physical Delivery Confirmation Notice may be obtained from Euroclear, Clearstream, Luxembourg and the Security Agents.

(B) *Verification of the Securityholder*

Except in the case of a Physical Delivery Confirmation Notice submitted in respect of a Definitive Certificate, upon receipt of a Physical Delivery Confirmation Notice, Euroclear or Clearstream, Luxembourg, as the case may be, shall verify that the person exercising the Certificates is the holder thereof according to the books of Euroclear or Clearstream, Luxembourg, as the case may be. Subject thereto, Euroclear or Clearstream, Luxembourg, as the case may be, will confirm to the Principal Security Agent the series and the number of Certificates being exercised and the details for the delivery of the Entitlement in respect of each Certificate the subject of the relevant Physical Delivery Confirmation Notice. Upon receipt of such confirmation, the Principal Security Agent will inform the Issuer thereof. Euroclear or Clearstream, Luxembourg, as the case may be, will on or before the Settlement Date debit the account of the relevant Securityholder with the Certificates the subject of the relevant Physical Delivery Confirmation Notice.

(C) *Cash Settled Certificates*

Subject as provided in this Condition 22, the Issuer shall pay or cause to be paid the relevant amount(s) (if any) for each Certificate by credit or transfer to the Securityholder's account with Euroclear or Clearstream, Luxembourg, as the case may be, for value on the Settlement Date, less any Expenses not already paid, such payment to be made in accordance with the rules of Euroclear or Clearstream, Luxembourg, as the case may be provided that in the case of Registered Securities, such payment shall be made in accordance with Condition 23(H) (*Settlement provisions for Registered Certificates*).

In case of Securities which are not Registered Securities, the Issuer's obligations will be discharged by payment to, or to the order of, Euroclear or Clearstream, Luxembourg (as the case may be) of the amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular amount of the Certificates must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for his share of each such payment.

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in any jurisdiction (including Section 871(m)), and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any current or future regulations or official interpretations thereof, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code.

(D) *Physical Delivery Certificates*

Subject to payment of any Expenses with regard to the relevant Certificates, the Issuer shall, on the Settlement Date, deliver, or procure the delivery of, the Entitlement for each Certificate in respect of which a valid Physical Delivery Confirmation Notice, if applicable pursuant to the relevant Final Terms, has been delivered as provided in Condition 23(A) (*Physical Delivery Confirmation Notice Requirement)* pursuant to the details specified in the Physical Delivery Confirmation Notice, subject as provided in Condition 4(C). The Entitlement shall be delivered and evidenced in such manner as set out in the applicable Final Terms.

If the Physical Delivery Confirmation Notice is applicable pursuant to the relevant Final Terms, in the event that no valid Physical Delivery Confirmation Notice has been duly delivered at or prior to 10.00 a.m. (Brussels or Luxembourg time, as the case may be) on the Exercise Date, the provisions of Condition 23(F) (*Failure to deliver a Physical Delivery Confirmation Notice)* below shall apply.

(E) *Determinations*

Any determination as to whether a Physical Delivery Confirmation Notice, if applicable, is duly completed and in proper form shall be made by the Principal Security Agent, and shall be conclusive and binding on the Issuer, the Security Agents, the Calculation Agent and the relevant Securityholder. Subject as set out below, any Physical Delivery Confirmation Notice so determined to be incomplete or not in proper form or which is not duly delivered to Euroclear and/or Clearstream, Luxembourg (as the case may be) and copied to the Issuer and the Principal Security Agent (or, in the case of Definitive Certificates, which is not duly delivered to the Issuer together with the relevant Definitive Certificate(s) and copied to the Principal Security Agent) shall be null and void.

If such Physical Delivery Confirmation Notice is subsequently corrected to the satisfaction of Euroclear and/or Clearstream, Luxembourg, in consultation with the Issuer and the Principal Security Agent (or, in the case of Definitive Certificates, to the satisfaction of the Issuer in consultation with the Principal Security Agent), it shall be deemed to be a new Physical Delivery Confirmation Notice submitted at the time such correction was delivered to Euroclear or Clearstream, Luxembourg, as the case may be, and copied to the Issuer and the Principal Security Agent (or, in the case of Definitive Certificates, to the Issuer and copied to the Principal Security Agent).

Euroclear and/or Clearstream, Luxembourg, as applicable, (or, in the case of Definitive Certificates, the Issuer) shall use its best efforts promptly to notify the Securityholder submitting a Physical Delivery Confirmation Notice if, in consultation with the Issuer and/or the Principal Security Agent (as applicable), it has determined that such Physical Delivery Confirmation Notice is incomplete or not in proper form. In the absence of negligence or wilful misconduct on its part, none of the Issuer, the Security Agents, Euroclear, Clearstream, Luxembourg and the Calculation Agent shall be liable to any person with respect to any action taken or omitted to be taken by it in connection with such determination or the notification of such determination to a Securityholder.

(F) *Delivery of a Physical Delivery Confirmation Notice*

After the delivery of a Physical Delivery Confirmation Notice, the relevant Securityholder may not transfer Certificates the subject of such notice.

(G) *Failure to deliver a Physical Delivery Confirmation Notice*

Provided that the relevant Certificates are not Definitive Certificates, in which case the provisions of Condition 23(I) (*Settlement provisions for Definitive Certificates)* will apply, in the event that a Certificateholder does not, in respect of a Physical Delivery Certificate, deliver or procure delivery of a Physical Delivery Confirmation Notice as set out above, prior to 10.00 a.m., Brussels or Luxembourg time, on the Exercise Date, the Issuer shall as soon as reasonably practicable determine the Assessed

Value Payment Amount and in respect of such Certificate shall pay or cause to be paid the Assessed Value Payment Amount by credit or transfer to the Securityholder's account with Euroclear or Clearstream, Luxembourg as soon as reasonably practicable following the determination of the Assessed Value Payment Amount. Upon payment of the Assessed Value Payment Amount as aforesaid, the Issuer's obligations in respect of such Certificate shall be discharged. Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in any jurisdiction (including Section 871(m)), and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471 (b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any current or future regulations or official interpretations thereof, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code.

As used herein, "**Assessed Value Payment Amount**" means an amount determined by the Calculation Agent to be the fair market value of the Relevant Assets comprised in the Entitlement in respect of the relevant Certificate, less any Expenses.

(H) *Settlement provisions for Registered Certificates*

Payments of the Cash Settlement Amount (less any Expenses not already paid) in respect of each Registered Security (whether or not in global form) will be made by transfer to the Designated Account (as defined below) of the holder (or the first named of joint holders) of the Registered Certificate appearing in the Register (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear, Clearstream, Luxembourg and/or any other relevant Clearing System are open for business) before the relevant due date, and (ii) where in definitive form, at the close of business on the third business day (being for this purpose a day on which banks are open for business in the city where the specified office of the Registrar is located) before the relevant due date (in each case, the "**Record Date**"). Notwithstanding the previous sentence, if (i) a holder does not have a Designated Account or (ii) the aggregate Issue Price of the Certificates held by a holder is less than U.S.$250,000 (or integral multiples of U.S.$1,000 in excess thereof) (or its approximate equivalent in any other Specified Currency), payment will instead be made by a cheque in the Specified Currency drawn on a Designated Bank (as defined below).

For these purposes, **Designated Account** means the account maintained by a holder with a Designated Bank and identified as such in the Register and **Designated Bank** means (in the case of payment in a Specified Currency other than euro) a bank in the principal financial centre of the country of such Specified Currency and (in the case of a payment in euro) any bank which processes payments in euro.

Holders of Registered Securities will be entitled to any interest or other payment for any delay in receiving any amount due in respect of any Registered Certificate as a result of a cheque posted in accordance with this Condition arriving after the due date for payment or being lost in the post.

None of the Issuer, the Registrar or the Principal Security Agent will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Registered Global Certificates or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

A record of each payment made on such Registered Global Certificate will be made on such Registered Global Certificate by the Registrar and such record shall be *prima facie* evidence that the payment in question has been made.

The holder of the relevant Registered Global Certificate shall be the only person entitled to receive payments in respect of Registered Certificates represented by such Registered Global Certificate and the payment obligations of the Issuer will be discharged by payment to, or to the order of, the holder of

such Registered Global Certificate in respect of each amount so paid. Each of the persons shown in the records of Euroclear and/or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be, as the holder of a particular amount of Certificates must look solely to Euroclear and/or Clearstream, Luxembourg and/or any other relevant Clearing System, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the holder of the relevant Registered Global Certificate. No person other than the holder of the relevant Registered Global Certificate shall have any claim against the Issuer in respect of any payments due on that Registered Global Certificate.

(I) *Settlement provisions for Definitive Certificates*

In the event that any Definitive Certificates have been issued prior to the Exercise Date, the Issuer shall, on or prior to the Exercise Date, notify Securityholders in accordance with Condition 9 (*Notices*) of the procedure to be followed in order to receive any Cash Settlement Amount that may be payable upon exercise of the Certificates.

(J) *Exercise Risk*

Exercise of the Certificates is subject to all applicable laws, regulations and practices in force on the Exercise Date and none of the Issuer, any of its Affiliates, the Security Agents and the Calculation Agent shall incur any liability whatsoever if it is unable to effect the transactions contemplated, after using all reasonable efforts, as a result of any such laws, regulations or practices. None of the Issuer, any of its Affiliates, the Security Agents, the Registrar and the Calculation Agent shall under any circumstances be liable for any acts or defaults of Euroclear or Clearstream, Luxembourg in relation to the performance of their duties in relation to the Certificates.

24. Pay-out provisions

If the Underlying Reference Currency is different from the Settlement Currency, the Securities may be either "Quanto Securities" (i.e. Quanto Option is specified as applicable in the relevant Final Terms) or "Non Quanto Securities" (i.e. Quanto Option is specified as not applicable in the relevant Final Terms). In case of Quanto Securities, the Underlying Reference Currency will be expressed in the Settlement Currency and, therefore, the effects of the Exchange Rate on the amount paid in relation to the Securities are neutralised. Otherwise, In case of Non Quanto Securities, the following amounts will be exchanged into the Settlement Currency at the applicable Exchange Rate.

REMUNERATION AMOUNTS

The Certificates may provide for the payment of one or more of the amounts specified below, in the relevant payment date, as specified in the applicable Final Terms. Each of these Remuneration Amounts, in relation to each relevant valuation period, if so specified in the applicable Final Terms, may become due only after the occurrence of a Knock-in Event or may cease to be due after the occurrence of a Knock-out Event occurs. In particular, the Certificates may provide for a:

a) *Knock-out Feature*: if a Knock-out Feature is specified in the relevant Final Terms as applicable, the relevant Remuneration Amount potentially payable will cease to be due and payable to the Securityholders after the occurrence of a Knock-out Event. In particular, after the occurrence of a Knock-out Event, the investor will not benefit from the payment of any Remuneration Amount on either the payment date in relation to which the Knock-out Event has occurred and/or the payment date(s) following the Knock-out Valuation Period in which the Knock-out Event has occurred, as specified in the applicable Final Terms.

The investors will be notified in the event of a Knock-out Event by means of a notice published on the website of the Issuer www.intesasanpaolo.prodottiequotazioni.com; or/and

b) *Knock-in Feature*: if a Knock-in Feature is specified in the relevant Final Terms as applicable, the relevant Remuneration Amount becomes payable to the Securityholders after the occurrence of a Knock-in Event. In particular, after the occurrence of a Knock-in Event, the investor will benefit from the payment of the relevant Remuneration Amount on either the payment date in relation to which the Knock-in Event has occurred and/or the payment date(s) following the Knock-in Valuation Period in which the Knock-in Event has occurred, as specified in the applicable Final Terms.

The investors will be notified in the event of a Knock-in Event by means of a notice published on the website of the Issuer www.intesasanpaolo.prodottiequotazioni.com.

The Certificates, as specified below and as the case may be, may provide for one or more of the following Remuneration Amounts:

A. DIGITAL AMOUNT(S)

The Certificates may provide[5] for the payment of one or more Digital Amounts, depending on the occurrence of the relevant Digital Event.

If the Digital Event occurs, the investor will receive one or more Digital Amounts as specified in the relevant Final Terms.

The Digital Amount is an amount predetermined by the Issuer in relation to each Digital Valuation Period.

If the "Multiple Level Option" is specified as applicable in the relevant Final Terms, several Digital Levels will be provided in relation to the same Digital Valuation Period. In this case, the relevant Final Terms will specify the Digital Amount 1 and the Digital Amount 2, and so on, which will be respectively linked to the Digital Level 1, the Digital Level 2 and so on. In this case, the holders of the Securities will be entitled to receive the Digital Amount relating to the higher Digital Level reached by the Reference Value.

If the "Cliquet Feature" is specified as applicable in the relevant Final Terms, in this case the Calculation Agent will change the Digital Level in the relevant Digital Valuation Period specified in the applicable Final Terms, either automatically or upon occurrence of the condition(s) specified in the applicable Final Terms, by indicating:

(i) in relation to each Cliquet Valuation Period, the relevant Reference Value or Spread (in the case of Spread Certificates) or Cumulated Performance (in the case of Multiperformance Certificates), for the determination of the applicable Digital Level; and/or
(ii) different percentage(s) to be applied to the Initial Reference Value and/or Reference Value(s) or Spread (in the case of Spread Certificates) or Cumulated Performance (in the case of Multiperformance Certificates) for the determination of the applicable Digital Level.

If so specified in the applicable Final Terms, in relation to each different Digital Level the Issuer will also specify the related applicable Digital Amount.

If the applicable Final Terms provide for the application of the Coupon Event, the Digital Amount(s) payable during the life of the Certificates will be determined on the basis of the Coupon Premium 1 or the Coupon Premium 2, depending on whether the Coupon Event has occurred or not.

The investors will be notified of the Digital Event through a notice published on the website of the Issuer www.intesasanpaolo.prodottiequotazioni.com.

[5] In relation to the Digital Certificates, the payment of one or more Digital Amounts, depending on the occurrence of the Digital Event, as specified in the applicable Final Terms, will always be provided.

Specific features in relation to the Digital Amount

In addition to the other features that may be specified as applicable in relation to all the Remuneration Amounts, in relation to the Digital Amount, the following features may specifically apply, jointly or separately, as specified in the applicable Final Terms:

Consolidation Effect

The Certificates, if so specified in the relevant Final Terms, may provide for an automatic activation option of the following Digital Amounts eventually payable during the life of the Certificates.

In particular, if several Digital Valuation Periods have been provided and the Consolidation Effect occurs, the Digital Event will automatically occur without further determinations for all the Digital Valuation Periods following such Consolidation Valuation Period and, therefore, the investors will receive all the relevant Digital Amounts.

If the Consolidation Effect has occurred, the Securityholders will be notified through a notice published on the website of the Issuer www.intesasanpaolo.prodottiequotazioni.com.

Memory Effect

The Certificates, if so specified in the relevant Final Terms, may provide for an automatic activation option of the Digital Amounts that have not previously been paid due to the non occurrence of the relevant Digital Events.

In particular, if several Digital Valuation Periods have been provided and the Memory Effect occurs, the investor will receive the previously unpaid Digital Amount(s) in the event that the relevant Digital Event has not occurred, except where such Digital Amounts have been already paid due to the occurrence of a Digital Event in a previous Digital Valuation Period.

If the Memory Effect has occurred, the Securityholders will be notified through a notice published on the website of the Issuer www.intesasanpaolo.prodottiequotazioni.com.

Path Dependency Effect

If so specified in the relevant Final Terms, the Path Dependency Effect may be applicable. In this case, the Digital Amount may increase in relation to each Digital Valuation Period. Such increase will depend upon the occurrence of a Digital Event in the previous Digital Valuation Period.

In particular, the increase will be calculated as the product of (i) the amount indicated as the Path Dependency Amount in the applicable Final Terms and (ii) the number of the Digital Events that have occurred from the first Digital Valuation Period (included) until the Digital Valuation Period on which such Digital Amount is calculated.

B. ACCUMULATED AMOUNT(S)

If so specified in the relevant Final Terms, the Certificates may provide for the Accumulated Amount(s). If such feature is specified as applicable in the relevant Final Terms, the investor will be entitled to receive, on the relevant Accumulated Payment Date, the relevant Accumulated Amount.

The Accumulated Amount will be equal to the product between (i) the Accumulating Amount provided in relation to such Accumulating Valuation Period and (ii) the total number of Accumulating Events occurred during the relevant Accumulating Valuation Period.

The applicable Final Terms may also provide for one or more Accumulating Autocallable Trigger. In

such case, an Early Redemption Event occurs if, on the Accumulated Valuation Date, the Calculation Agent determines that the relevant Accumulated Amount payable to the investors is lower than, equal to or higher than, as specified in the applicable Final Terms, the relevant Accumulating Autocallable Trigger.

In addition, if an Early Redemption Level is applicable under the relevant Final Terms, and if so specified in such Final Terms, the Accumulated Amount will be paid only upon occurrence of an Early Redemption Event. In such case, the Accumulated Amount will be paid on the Accumulated Payment Date coinciding with, or immediately after, the Early Payment Date in relation to which an Early Redemption Event has occurred.

The investors will be notified of the number of Accumulating Events occurred during the relevant Accumulating Valuation Period through a notice published on the website of the Issuer www.intesasanpaolo.prodottiequotazioni.com.

C. PLUS AMOUNT(S)

If so specified in the relevant Final Terms, the Certificates may provide the unconditional payment of one or more Plus Amount, allowing the investor, during the life of the Certificates or at the Settlement Date, to receive an additional amount which is not linked to the performance of the Underlying. The Plus Amount will be paid on the relevant Plus Payment Date specified in the applicable Final Terms.

D. INTERNAL RETURN AMOUNT(S)

The applicable Final Terms may specify the Internal Return Amount (IRA) as applicable. In this case, the Internal Return Amount, which can be IRA Compound or IRA Simple, as specified below, will be linked to the performance of the Underlying and calculated according to one of the following formulas:

(i) IRA Compound:

$$Issue\ Price\ x\ Max\left\{0;\left[\left(\sqrt[n]{\frac{RV_t}{IRV}}\right)-1\right]\right\}$$

Where:

"**RV_t**" means the Reference Value in relation to the relevant Annual Valuation Date,

"**IRV**" means the Initial Reference Value, and

"**n**" means the number specified in the applicable Final Terms in relation to the relevant Annual Valuation Date.

On the basis of such formula, the Internal Return Amount is calculated on the performance of the Underlying which is annualized in relation to each Annual Valuation Date. Otherwise,

if the relevant Final Terms provide an IRA Cap:

IRA Compound:

$$Issue\ Price\ x\ Min\left\{IRA\ Cap_t;\ Max\left\{0;\left[\left(\sqrt[n]{\frac{RV_t}{IRV}}\right)-1\right]\right\}\right\}$$

Where:

"**IRA Cap$_t$**" means the percentage specified in the relevant Final Terms in relation to the relevant Annual Valuation Date.

In this case, the Internal Return Amount is calculated on the performance of the Underlying which is annualized in relation to each Annual Valuation Date, but it will be subject to a maximum amount represented by the IRA Cap.

(ii) IRA Simple:

Issue Price x Max {0; [(RV_t/IRV)-1]/n}

Where:

"**RV$_t$**" means the Reference Value in relation to the relevant Annual Valuation Date,

"**IRV**" means the Initial Reference Value, and

"**n**" means the number specified in the applicable Final Terms in relation to the relevant Annual Valuation Date.

On the basis of such formula, the Internal Return Amount is calculated on the performance of the Underlying which is annualized in relation to each Annual Valuation Date. Otherwise,

if the relevant Final Terms provide an IRA Cap:

Issue Price x Min {IRA CAP_t ; Max [0; [(RV_t / IRV)-1]/n]}

Where:

"**IRA Cap$_t$**" means the percentage specified in the relevant Final Terms in relation to the relevant Annual Valuation Date.

In this case, the Internal Return Amount is calculated on the performance of the Underlying which is annualized in relation to each Annual Valuation Date, but it will be subject to a maximum amount represented by the IRA Cap.

E. PARTICIPATION REMUNERATION AMOUNT(S)

The Certificates may provide for the payment of one or more Participation Remuneration Amounts. The Participation Remuneration Amount will consist of an amount determined on the basis of the performance of the Underlying from a Participation Valuation Date$_j$ to the relevant Participation Valuation Date$_t$.

The payment of a Participation Remuneration Amount may be unconditional or may depend, if so provided in the applicable Final Terms, upon the occurrence of a Participation Remuneration Event. If this is the case, the investors will receive the Participation Remuneration Amount, if positive, related to the corresponding Participation Remuneration Event Valuation Period upon occurrence of a Participation Remuneration Event only.

If the "Cliquet Feature" is specified as applicable in the relevant Final Terms for the purpose of the occurrence of the Participation Remuneration Event, in this case the Calculation Agent will change the Participation Remuneration Level in the relevant Participation Remuneration Event Valuation Period specified in the applicable Final Terms, either automatically or upon occurrence of the condition(s) specified in the applicable Final Terms, by indicating:

(i) in relation to each Cliquet Valuation Period, the relevant Reference Value or Spread (in the case of Spread Certificates) or Cumulated Performance (in the case of Multiperformance Certificates), for the determination of the applicable Participation Remuneration Level; and/or

(ii) different percentage(s) to be applied to the Initial Reference Value and/or Reference Value(s) or Spread (in the case of Spread Certificates) or Cumulated Performance (in the case of Multiperformance Certificates) for the determination of the applicable Participation Remuneration Level, as specified in the applicable Final Terms.

The Participation Remuneration Amount is calculated according to one or more of the formulas described below, which will be specified in the applicable Final Terms for each Participation Remuneration Amount.

(i) Long Participation Remuneration Amount:

- **Long Participation Remuneration Amount Form A:**

Issue Price x Max {Floor Percentage; [(RV_t – Strike Remuneration Percentage x RV_j)/ RV_j] x Participation $Factor_t$}

or, if the relevant Final Terms provide for the application of a CAP:

Issue Price x Min {CAP; Max [Floor Percentage; ((RV_t – Strike Remuneration Percentage x RV_j)/RV_j) x Participation $Factor_t$]}

or

- **Long Participation Remuneration Amount Form B:**

Issue Price x Max {Floor Percentage; [Base Premium Percentage x (1 + Participation Remuneration Amount Gearing x (RV_t – RV_j) / RV_j)]}

or, if the relevant Final Terms provide for the application of a CAP:

Issue Price x Min {CAP; Max [Floor Percentage; Base Premium Percentage x (1 + Participation Remuneration Amount Gearing x (RV_t – RV_j) / RV_j)]}

Where:

"**RV_t**" means the Reference Value on the Participation Valuation Date "t" specified in the relevant Final Terms,

"**RV_j**" means the Reference Value on the Participation Valuation Date "j" specified in the relevant Final Terms,

"**Participation $Factor_t$**" means the Participation Factor corresponding to the relevant Participation Valuation Date "t" as specified in the applicable Final Terms,

"**Strike Remuneration Percentage**" means the value specified in the relevant Final Terms,

"**Floor Percentage**" means the percentage specified from time to time in the relevant Final Terms. The Floor Percentage will always be equal to or higher than 0 per cent,

"**Base Premium Percentage**" means the percentage specified from time to time in the relevant Final Terms,

"**Participation Remuneration Amount Gearing**" means the value specified from time to time in the relevant Final Terms.

The applicable Final Terms will specify whether the Participation Remuneration Amount is Long Participation Remuneration Amount (and, in this case, whether it is Long Participation Remuneration Amount Form A or Long Participation Remuneration Amount Form B) or Short Participation Remuneration Amount.

If so specified in the applicable Final Terms, both the Long Participation Remuneration Amount and Short Participation Remuneration Amount may apply in relation to the same Participation Valuation Dates;

or

(ii) Short Participation Remuneration Amount:

Issue Price x Max [Floor Percentage; ((Strike Remuneration Percentage x RV_j - RV_t)/RV_j) x Participation Factor$_t$]

or, if the relevant Final Terms provide for the application of a CAP:

Issue Price x Min {CAP; Max [Floor Percentage; ((Strike Remuneration Percentage x RV_j - RV_t)/RV_j) x Participation Factor$_t$]}

Where:

"**RV_t**" means Reference Value on the Participation Valuation Date "t" specified in the relevant Final Terms,

"**RV_j**" means the Reference Value on the Participation Valuation Date "j" specified in the relevant Final Terms,

"**Participation Factor$_t$**" means the Participation Factor corresponding to the relevant Participation Valuation Date "t" as specified in the applicable Final Terms,

"**Strike Remuneration Percentage**" means the value specified in the relevant Final Terms,

"**Floor Percentage**" means the percentage specified from time to time in the relevant Final Terms. The Floor Percentage will always be equal to or higher than 0 per cent.

The applicable Final Terms will specify whether the Participation Remuneration Amount is Long Participation Remuneration Amount (and, in this case, whether it is Long Participation Remuneration Amount Form A or Long Participation Remuneration Amount Form B) or Short Participation Remuneration Amount.

If so specified in the applicable Final Terms, both the Long Participation Remuneration Amount and Short Participation Remuneration Amount may apply in relation to the same Participation Valuation Dates;

or

(iii) Spread Participation Remuneration Amount:

If the Participation Remuneration Amount is specified as *Spread Participation Remuneration*

Amount, for the purposes of determining the Spread Participation Remuneration Amount, reference will be made to the Spread (as defined in Condition 3 (*Definitions*)). The Spread Participation Remuneration Amount will be calculated according to one of the following formulas:

Issue Price x [Participation Factor x Max (0; Spread)]

or, if the relevant Final Terms provide for the application of a Margin:

Issue Price x [Participation Factor x Max (0; Spread +/- Margin)]

or, if the relevant Final Terms provide for the application of a CAP:

Issue Price x Min {CAP;[(Participation Factor x Max (0; Spread)]}

or, if the relevant Final Terms provide for the application of a CAP and a Margin:

Issue Price x Min {CAP;[Participation Factor x Max (0; Spread +/- Margin)]}

Specific features in relation to the Participation Remuneration Amount

Participation Rebate Feature

If the Participation Rebate Feature is specified in the relevant Final Terms as applicable, the Participation Remuneration Amount potentially payable depends on the occurrence of the Participation Rebate Event. If a Participation Rebate Event has not occurred during a specified Participation Rebate Valuation Period the Certificates will pay, on the relevant payment date, a Participation Remuneration Amount as specified in the applicable Final Terms. Otherwise, if during such Participation Rebate Valuation Period, a Participation Rebate Event has occurred the Certificates will pay a Participation Rebate Amount, on the relevant payment date, specified in the relevant Final Terms. In particular, if the Participation Rebate Event has occurred, the investor will receive, instead of the Participation Remuneration Amount, the specified Participation Rebate Amount on the relevant payment date following the Participation Rebate Valuation Period in which the Participation Rebate Event has occurred.

The investors will be notified of the occurrence of a Participation Rebate Event by means of a notice published on the website of the Issuer www.intesasanpaolo.prodottiequotazioni.com.

Net Profit Feature

If the Net Profit Feature is specified in the relevant Final Terms as applicable, the Remuneration Sum will be deducted from the above amounts, provided that the resulting amount cannot be lower than zero.

Tarn Feature

If the Tarn Feature is specified in the relevant Final Terms as applicable, and the Remuneration Sum exceeds the Tarn Amount, such event will be considered as an Early Redemption Event and, therefore, the Certificates are deemed to be early redeemed and the Securityholders are entitled to receive the payment of the relevant Early Redemption Amount on the relevant Early Payment Date.

Consolidation Effect

If the payment of the Participation Remuneration Amount depends upon the occurrence of a Participation Remuneration Event, the Certificates, if so specified in the relevant Final Terms, may provide for an automatic activation option of the following Participation Remuneration Amounts eventually payable

during the life of the Certificates.

In particular, if several Participation Remuneration Event Valuation Periods have been provided and the Consolidation Effect occurs, the Participation Remuneration Event will automatically occur without further determinations for all the Participation Remuneration Event Valuation Periods following such Consolidation Valuation Period and, therefore, the investors will receive all the relevant Participation Remuneration Amounts, if positive.

If the Consolidation Effect has occurred, the Securityholders will be notified through a notice published on the website of the Issuer www.intesasanpaolo.prodottiequotazioni.com.

Memory Effect

If the payment of the Participation Remuneration Amount depends upon the occurrence of a Participation Remuneration Event, the Certificates, if so specified in the relevant Final Terms, may provide for an automatic activation option of the Participation Remuneration Amounts that have not previously been paid due to the non occurrence of the relevant Participation Remuneration Events.

In particular, if several Participation Remuneration Event Valuation Periods have been provided and the Memory Effect occurs, the investor will receive the previously unpaid Participation Remuneration Amount(s) in the event that the relevant Participation Remuneration Event has not occurred, except where such Participation Remuneration Amounts have been already paid due to the occurrence of a Participation Remuneration Event in a previous Participation Remuneration Valuation Period.

If the Memory Effect has occurred, the Securityholders will be notified through a notice published on the website of the Issuer www.intesasanpaolo.prodottiequotazioni.com.

F. PREMIUM GAP AMOUNT(S)

Gap Certificates, if so specified by the Issuer in the relevant Final Terms, may provide for the payment of a Premium Gap Amount that will depend on the Premium Determination Method specified by the Issuer in the relevant Final Terms and on whether a Barrier Gap Event has occurred.

A Barrier Gap Event will occur if, during the Barrier Gap Observation Period, the Gap Daily Performance of the relevant Underlying is lower or equal to or higher than the Barrier Gap Level.

In relation to the Premium Gap Amounts, if the Barrier Gap Event has occurred:

(i) the Premium Gap Amount will be determined on the basis of the actual number of days within the relevant Premium Gap Observation Period and not on the basis of all the days of the relevant Premium Determination Period; and

(ii) after the payment of the Premium Gap Amount that will be paid on the first Premium Payment Date following the Barrier Gap Event Date on which a Barrier Gap Event has occurred, no further Premium Gap Amount will be paid to the investors.

Determination Methods

The Issuer will specify in the relevant Final Terms the Premium Determination Method that applies in relation to each Premium Determination Period. In any case, the Premium Gap Amount will not result in an amount lower than zero.

The Premium Gap Amount will be determined, depending on the applicable Determination Method, according to one of the following formulas:

(i) **Floating Premium:**

Issue Price x (Premium Percentage x Reference Rate +/- Premium Margin) x Day Count Fraction

(ii) **Fixed Premium:**

Issue Price x Premium Percentage x Day Count Fraction

(iii) **Differences in Rates:**

Issue Price x [Premium Percentage x (Reference Rate 1 - Reference Rate 2) +/- Premium Margin] x Day Count Fraction

The Day Count Fraction will depend on the number of days in the relevant Premium Gap Observation Period that will be composed by:

a) **If a Barrier Gap Event has not occurred**, the same number of days comprised in the relevant Premium Determination Period;

b) **If a Barrier Gap Event has occurred**, the number of days from the initial day of the relevant Premium Determination Period to the day on which the Barrier Gap Event has occurred, i.e. the Barrier Gap Event Date.

Difference in Rates

Where Difference in Rates is specified in the applicable Final Terms as the manner in which the Premium Gap Amount is to be determined, the Rate of Interest for each Premium Determination Period will, subject as provided below, be the Difference in Rates multiplied by the relevant Premium Percentage, if any, all as determined by the Calculation Agent and provided that the rate of interest may not be less than zero.

Difference in Rates means an amount equal to Rate 2 minus Rate 1, provided that if such amount is less than zero, it shall be deemed to be zero.

Rate 1 and Rate 2 shall have the meanings given to those terms in the applicable Final Terms, and each shall be determined as specified in the applicable Final Terms.

Determination of the rate of interest and calculation of Premium Gap Amounts

The Calculation Agent, in the case of Floating Premium, will at or as soon as practicable after each time at which the rate of interest is to be determined, determine the rate of interest for the relevant Premium Determination Period.

The Calculation Agent will calculate the amount of interest in relation to the Floating Premium for the relevant Premium Determination Period by applying the Interest Rate specified in the applicable Final Terms to:

(A) in the case Securities with Floating Premium which are represented by a Global Security, the aggregate outstanding nominal amount of the Securities represented by such Global Security; or

(B) in the case of Securities in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Notifications of rate of interest and Premium Gap Amounts

The Calculation Agent will cause the rate of interest and each Premium Gap Amount for each Premium Determination Period and the relevant Premium Payment Date to be notified to the Issuer and any stock exchange on which the relevant Securities are for the time being listed and notice thereof to be published in accordance with Condition 9 (*Notices*) as soon as possible after their determination but in no event later than the fourth Business Day thereafter. Each Premium Gap Amount and Premium Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Premium Determination Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Securities are for the time being listed and to the holders in accordance with Condition 9 (*Notices*).

Certifications to be final

All certifications, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 24 by the Calculation Agent shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Calculation Agent, the other Paying Agents and all Securityholder and (in the absence of wilful default or bad faith) no liability to the Issuer, the Securityholder shall attach to the Calculation Agent in connection with the exercise or non exercise by it of its powers, duties and discretions pursuant to such provisions.

G. FLOATING AMOUNT(S)

Interest Rate Warrants provide for the payment of one or more Floating Amounts that will depend on the difference between the Reference Rate and the Interest Cap, and on the Notional Amount specified for each Floating Amount Determination Period, all as specified in the applicable Final Terms and according to the following formula:

[Max (0; Reference Rate – Interest Cap) x Notional Amount$_t$] x Day Count Fraction

Where:

Notional Amount$_t$ means the Notional Amount relating to each Floating Amount Determination Period (t=1,2,3,…n). The Notional Amount may also be equal in relation to each Floating Amount Determination Period, and in such case it will be referred to as Notional Amount.

The Floating Amount will be determined by the Calculation Agent on the relevant Floating Amount Determination Date and will be paid, if positive, on the relevant Floating Amount Payment Date, all as specified in the applicable Final Terms.

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EARLY REDEMPTION AMOUNT(S)

The Securities, if so specified by the Issuer in the relevant Final Terms, may provide the possibility of an automatic early redemption if an Early Redemption Event has occurred. In particular, if an Early Redemption Event has occurred the Securities will be automatically redeemed and the Securityholder:

(i) in case of Certificates, will receive the payment of the relevant Early Redemption Amount on the relevant Early Payment Date; or

(ii) in case of Warrants (only applicable to Warrants to be admitted to listing and/or trading without prior offer), will not receive any amount and the Early Redemption Amount will be always equal to 0 (zero).

In relation to Certificates, the Early Redemption Amount may be a predetermined amount specified in the applicable Final Terms or may be an amount determined on the basis of the performance of the Underlying specified in the applicable Final Terms on the relevant Early Redemption Valuation Period or in the valuation date(s) specified in the applicable Final Terms and paid, if positive, on the Early Payment Date, all as specified in the applicable Final Terms.

The Early Redemption Amount is calculated according to one or more of the formulas described below, which will be specified in the applicable Final Terms for each Early Redemption Valuation Period.

(i) Long Early Redemption Amount:

{[Initial Reference Value + Early Participation Factor$_t$ x (Reference Value – Initial Reference Value)] x Multiplier} x Minimum Exercise Amount

Where:

"**Early Participation Factor$_t$**" means the percentage specified in the relevant Final Terms at time "*t*" specified in the applicable Final Terms.

(ii) Long Cap Early Redemption Amount:

{Min [Early Cap Level; (Initial Reference Value + Early Participation Factor$_t$ x (Reference Value – Initial Reference Value))] x Multiplier} x Minimum Exercise Amount

Where:

"**Early Participation Factor$_t$**" means the percentage specified in the relevant Final Terms at time "*t*" specified in the applicable Final Terms;

"**Early Cap Level**" means the value specified in the relevant Final Terms, expressed as either (i) the product between the Early Cap Percentage and the Initial Reference Value, or (ii) a value predetermined by the Issuer, specified in the relevant Final Terms;

"**Early Cap Percentage**" means the percentage specified in the relevant Final Terms.

(iii) Short Early Redemption Amount:

{[Initial Reference Value + Early Participation Factor$_t$ x (Initial Reference Value - Reference Value)] x Multiplier} x Minimum Exercise Amount

Where:

"**Early Participation Factor$_t$**" means the percentage specified in the relevant Final Terms at time "*t*" specified in the applicable Final Terms.

(iv) Short Cap Early Redemption Amount:

{Min [Early Cap Amount; (Initial Reference Value + Early Participation Factor$_t$ x (Initial Reference Value - Reference Value)) x Multiplier]} x Minimum Exercise Amount

Where:

"**Early Participation Factor$_t$**" means the percentage specified in the relevant Final Terms at time "*t*" specified in the applicable Final Terms;

"**Early Cap Amount**" means the amount specified in the relevant Final Terms.

In addition, the applicable Final Terms may provide for one or more Accumulating Autocallable Trigger. In such case, an Early Redemption Event occurs if, on the Accumulated Valuation Date, the Calculation Agent determines that the relevant Accumulated Amount payable to the investors is lower than, equal to or higher than, as specified in the applicable Final Terms, the relevant Accumulating Autocallable Trigger.

In addition, the applicable Final Terms may provide for the Tarn Amount. In such case, an Early Redemption Event occurs if, on a Participation Valuation Period, the Calculation Agent determines that the Remuneration Sum exceeds the Tarn Amount.

Furthermore, if the applicable Final Terms provide for the application of the Coupon Event, the Early Redemption Amount(s) payable at the occurrence of an Early Redemption Event will be determined on the basis of the Coupon Premium 1 or the Coupon Premium 2, depending on the occurrence of the Coupon Event.

If the Best Of Feature or the Worst Of Feature applies in relation to one or more Early redemption Valuation Period, the Issuer will specify in the relevant Final Terms the occurrence of the Early Redemption Event in relation to one or more Underlying and the applicable Final Terms may specify the relevant Early Redemption Level for each Underlying.

In relation to Certificates providing an Early Partial Capital Payment, the Early Redemption Amount to be paid at Early Payment Date, if Early Redemption Event has occurred, will be adjusted relative to the Outstanding Amount after the Early Partial Capital Payment Date, as specified in the applicable Final Terms.

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CORRIDOR EARLY AMOUNT

In relation to Corridor Warrants only, if a Barrier Event has occurred, the Corridor Warrants will be automatically early redeemed and the Securityholder will either (i) not receive any amount (i.e. the investor will be exposed to the total loss of the capital invested) or (ii) receive the payment of the Corridor Early Amount on the relevant Corridor Early Payment Date, as specified in the applicable Final Terms.

The investors will be notified in the event of the early redemption of the Corridor Warrants (and, if this is the case, the payment of the Corridor Early Amount) by means of a notice published on the website of the Issuer www.intesasanpaolo.prodottiequotazioni.com.

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EARLY PARTIAL CAPITAL PAYMENT

The Certificates, if so specified by the Issuer in the relevant Final Terms, may provide an automatic early repayment of part of the invested capital, regardless of the performance of the Underlying. In particular, the Securityholder will receive the Early Partial Capital Payment Amount on the Early Partial Capital Payment Date, as specified in the applicable Final Terms.

In this case, after the Early Partial Capital Payment Date, the Cash Settlement Amount to be determined pursuant to the relevant Final Terms will be adjusted relative to the Outstanding Amount.

If applicable, also the Early Redemption Amount specified in the applicable Final Terms will be adjusted relative to the Outstanding Amount.

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SETTLEMENT AMOUNT

CALCULATION METHOD IN THE CASE OF POSITIVE AND NEGATIVE PERFORMANCE OF THE UNDERLYING – (BARRIER EVENT/BARRIER GAP EVENT NOT OCCURRED, IF APPLICABLE)

The Securityholder will receive on the Settlement Date for each Minimum Exercise Amount the payment of the Cash Settlement Amount (if positive)[6].

If the Underlying Reference Currency is different from the Settlement Currency and the Securities are Non Quanto Securities, the Cash Settlement Amount will be exchanged into the Settlement Currency at the applicable Exchange Rate.

In relation to Certificates providing an Early Partial Capital Payment, the Cash Settlement Amount to be paid (if positive) at Settlement Date will be adjusted relative to the Outstanding Amount after the Early Partial Capital Payment Date. Accordingly, the Multiplier will be calculated on the basis of a percentage of the Issue Price, as specified in the applicable Final Terms, in order to reflect the Outstanding Amount.

In any case, the Cash Settlement Amount will not result in an amount lower than zero.

In relation to the Settlement Amount, the following scenarios may occur in relation to the structure and the pay-out provided by the Issuer in the relevant Final Terms according to the following formulas (provided that, if more than one formula is applicable in relation to the same typology of Certificates, the relevant Final Terms will indicate the applicable one for the relevant issue):

A. STANDARD CERTIFICATES (LONG/SHORT)

(Initial Percentage x Initial Reference Value x Multiplier) x Minimum Exercise Amount

In relation to such type, the investor will receive on the Settlement Date an amount linked to a percentage of the Initial Reference Value that will be specified in the applicable Final Terms.

B. MAX CERTIFICATES

***MAX LONG CERTIFICATES* and *MAX CONSOLIDATION LONG CERTIFICATES* (if a Consolidation Floor Event has not occurred)**

{Max [Initial Percentage x Initial Reference Value; (Initial Reference Value + Participation Factor x (Final Reference Value – Initial Reference Value))] x Multiplier} x Minimum Exercise Amount

In relation to such type, the investor will receive a percentage of the invested capital set out by the Issuer in the relevant Final Terms with the possibility to participate to the increasing performance of the Underlying depending on the Participation Factor.

If the relevant Final Terms provide a Cap Level:

{Min [Cap Level; Max [Initial Percentage x Initial Reference Value; (Initial Reference Value + Participation Factor x (Final Reference Value – Initial Reference Value))]] x Multiplier} x Minimum Exercise Amount

In such case, the amount that the investor will receive on the Settlement Date may be equal to or higher

[6] The Cash Settlement Amount represents the final settlement amount for each Typology.

than the percentage of the Initial Reference Value multiplied by the multiplier determined by the Issuer in the relevant Final Terms. In any case, such Cash Settlement Amount will not exceed the Cap Level multiplied by the multiplier.

If the Restrike Feature is applicable, the relevant Final Terms will also indicate whether the Cap Style 1 or the Cap Style 2 will be applicable. In particular, in case of Cap Style 1, if a Restrike Event has occurred, the Cap Level will be determined in accordance with the Restrike Percentage. In case of Cap Style 2 the Cap Level will not be taken into consideration for the purposes of the Cash Settlement Amount.

MAX CONSOLIDATION LONG CERTIFICATES **(if a Consolidation Floor Event has occurred)**

[Max (Consolidation Floor Level; Final Reference Value) x Multiplier] x Minimum Exercise Amount

In relation to such type, the investor will receive at least a percentage of the invested capital set out by the Issuer in the relevant Final Terms with the possibility to receive a higher amount participating to the increasing performance of the Underlying.

If the relevant Final Terms provide a Cap Consolidation Amount:

Min {Cap Consolidation Amount; [Max (Consolidation Floor Level; Final Reference Value) x Multiplier]} x Minimum Exercise Amount

In relation to such type, the investor will receive at least a percentage of the Issue Price with the possibility to receive a higher amount participating to the increasing performance of the Underlying. The Cash Settlement Amount will not exceed the Cap Level multiplied by the multiplier.

MAX SHORT CERTIFICATES

{Max [Initial Percentage x Initial Reference Value; (Initial Reference Value + Participation Factor x (Initial Reference Value – Final Reference Value))] x Multiplier} x Minimum Exercise Amount

In relation to such type, the Securityholder will receive a percentage of the invested capital set out by the Issuer in the relevant Final Terms with the possibility to receive a higher amount participating to the negative (decreasing) performance of the Underlying depending on the Participation Factor.

If the relevant Final Terms provide a Cap Level:

*{Max [Initial Percentage x Initial Reference Value; Min (Cap Level; (Initial Reference Value + Participation Factor x (Initial Reference Value –Final Reference Value)))] x Multiplier} x Minimum Exercise Amount*In relation to such type, the investor will receive at least a percentage of the Issue Price with the possibility to receive a higher amount participating to the negative (decreasing) performance of the Underlying depending on the Participation Factor. In any case, the Cash Settlement Amount will not exceed the Cap Level multiplied by the multiplier.

If the Restrike Feature is applicable, the relevant Final Terms will also indicate whether the Cap Style 1 or the Cap Style 2 will be applicable. In particular, in case of Cap Style 1, if a Restrike Event has occurred, the Cap Level will be determined in accordance with the Restrike Percentage. In case of Cap Style 2 the Cap Level will not be taken into consideration for the purposes of the Cash Settlement Amount.

C. SPREAD CERTIFICATES

TYPE A SPREAD CERTIFICATES

[(Initial Percentage x Initial Reference Value$_A$ x Multiplier $_A$) + (Initial Percentage x Initial Reference Value$_B$ x Multiplier$_B$)] / 2 x Minimum Exercise Amount

In relation to such type, the investor will receive an amount linked to the average between: (i) a percentage of the Initial Reference Value of the Underlying A specified in the applicable Final Terms and (ii) a percentage of the Initial Reference Value of the Underlying B specified in the applicable Final Terms multiplied by the relevant multipliers.

TYPE B SPREAD CERTIFICATES

{[(Initial Percentage x Initial Reference Value$_A$ x Multiplier$_A$) + (Initial Percentage x Initial Reference Value$_B$ x Multiplier$_B$)] / 2 x [1 + Participation Factor x Max(0; Spread +/- Margin)]} x Minimum Exercise Amount

In relation to such type, the investor will receive (1) an amount linked to the average between (i) a percentage of the Initial Reference Value of the Underlying A that will be specified in the applicable Final Terms and (ii) a percentage of the Initial Reference Value of the Underlying B that will be specified in the applicable Final Terms multiplied by the relevant multipliers and (2) an amount linked to the Spread (if positive) depending on the Participation Factor.

If the relevant Final Terms provide a CAP:

{[(Initial Percentage x Initial Reference Value$_A$ x Multiplier$_A$) + (Initial Percentage x Initial Reference Value$_B$ x Multiplier$_B$)] / 2 x [1 + Participation Factor x Min (CAP; Max(0; Spread +/- Margin))]} x Minimum Exercise Amount

In relation to such type, the investor will receive (1) an amount linked to the average between (i) a percentage of the Initial Reference Value of the Underlying A that will be specified in the applicable Final Terms and (ii) a percentage of the Initial Reference Value of the Underlying B that will be specified in the applicable Final Terms multiplied by the relevant multipliers and eventually (2) an amount linked to the spread, if positive, depending on the Participation Factor that, in any case, will not be higher than the CAP.

TYPE C SPREAD CERTIFICATES

a. If the Spread (+/- Margin) is higher than or equal to 0:

Issue Price x Max [0; (1 + Participation Factor x (Spread +/- Margin))] x Minimum Exercise Amount

In relation to such type, the investor will receive an amount that will depend on the Participation Factor specified in the applicable Final Terms multiplied by the Spread (+/- the Margin).

If the relevant Final Terms provide a Cap Amount:

Min {Cap Amount; Issue Price x Max [0; (1 + Participation Factor x (Spread +/- Margin))]} x Minimum Exercise Amount

In relation to such type, the investor will receive an amount that will depend on the Participation Factor specified in the applicable Final Terms multiplied by the Spread (+/- the Margin), but that will not be higher than the Cap Amount.

b. If the Spread (+/- Margin) is lower than 0:

Issue Price x Max [0; (1 + Down Participation Factor x (Spread +/- Margin))] x Minimum Exercise Amount

In relation to such type, the investor will receive an amount that will depend on the Down Participation Factor specified in the applicable Final Terms multiplied by the Spread (+/- the Margin).

If the relevant Final Terms provide a Protection Amount:

Max {Protection Amount; Issue Price x Max [0; (1 + Down Participation Factor x (Spread +/- Margin))]} x Minimum Exercise Amount

In relation to such type, the investor will receive an amount that will depend on the Down Participation Factor specified in the applicable Final Terms multiplied by the Spread (+/- the Margin), but that will not be lower than the Protection Amount.

TYPE D SPREAD CERTIFICATES

Max [0; (Spread +/- Margin) x Multiplier] x Minimum Exercise Amount

In relation to such type, the investor will receive an amount that will depend on the Spread (+/- the Margin).

If the relevant Final Terms provide a Cap Amount:

Min {Cap Amount; Max [0; (Spread +/- Margin) x Multiplier]} x Minimum Exercise Amount

In relation to such type, the investor will receive an amount that will depend on the Spread (+/- the Margin), but that will not be higher than the Cap Amount.

D. TWIN WIN CERTIFICATES

TWIN WIN LONG CERTIFICATES

a. If the Final Reference Value is higher than, or equal to, the Initial Reference Value multiplied by the Strike Percentage:

[Initial Reference Value x Strike Percentage + Participation Factor x (Final Reference Value – Initial Reference Value x Strike Percentage)] x Multiplier x Minimum Exercise Amount

In relation to such type, the investor will receive on the Settlement Date the Issue Price plus an amount linked to the performance of the Underlying multiplied by the Participation Factor. Such formula will be applicable provided that on the Valuation Date the Final Reference Value is higher than, or equal to, the Initial Reference Value multiplied by the Strike Percentage.

If the relevant Final Terms provide a Cap Level:

Min {Cap Level; [Initial Reference Value x Strike Percentage + Participation Factor x (Final Reference Value – Initial Reference Value x Strike Percentage)]} x Multiplier x Minimum Exercise Amount

In relation to such type, the investor will receive on the Settlement Date the Issue Price plus an amount linked to the performance of the Underlying multiplied by the Participation Factor. Such formula will be applicable provided that on the Valuation Date the Final Reference Value is higher than, or equal to, the Initial Reference Value multiplied by the Strike Percentage. The total amount that the investor will receive on the Settlement Date will be in any case subject to a maximum level equal to the Cap Level multiplied by the Multiplier.

b. If the Final Reference Value is lower than the Initial Reference Value multiplied by the Strike Percentage (and the Barrier Event, if applicable, has not occurred):

[Initial Reference Value x Strike Percentage + Down Participation Factor x (Initial Reference Value x Strike Percentage – Final Reference Value)] x Multiplier x Minimum Exercise Amount

In relation to such type, the investor will receive on the Settlement Date the Issue Price plus an amount linked to the performance of the Underlying multiplied by the Down Participation Factor. Therefore, the Twin Win Certificates will enable the investor to also profit from a negative performance of the Underlying, as shown in this scenario.

If the relevant Final Terms provide a Cap Down Amount:

Min {[Initial Reference Value x Strike Percentage + Down Participation Factor x (Initial Reference Value x Strike Percentage – Final Reference Value)] x Multiplier; Cap Down Amount} x Minimum Exercise Amount

In relation to such type, the investor will receive on the Settlement Date the Issue Price plus an amount linked to the performance of the Underlying multiplied by the Down Participation Factor. Therefore, the Twin Win Certificates will enable the investor to also profit from a negative performance of the Underlying, as shown in this scenario. However, in such case, the Cash Settlement Amount will not be higher than the Cap Down Amount specified in the applicable Final Terms.

TWIN WIN SHORT CERTIFICATES

a. If the Final Reference Value is higher than, or equal to, the Initial Reference Value multiplied by the Strike Percentage:

[Initial Reference Value x Strike Percentage + Participation Factor x (Final Reference Value – Initial Reference Value x Strike Percentage)] x Multiplier x Minimum Exercise Amount

In relation to such type, the investor will receive on the Settlement Date the Issue Price plus an amount linked to the performance of the Underlying multiplied by the Participation Factor. Such formula will be applicable provided that on the Valuation Date the Final Reference Value is higher than, or equal to, the Initial Reference Value multiplied by the Strike Percentage.

If the relevant Final Terms provide a Cap Level:

Min {Cap Level; [Initial Reference Value x Strike Percentage + Participation Factor x (Final Reference Value – Initial Reference Value x Strike Percentage)]} x Multiplier x Minimum Exercise Amount

In relation to such type, the investor will receive on the Settlement Date the Issue Price plus an amount linked to the performance of the Underlying multiplied by the Participation Factor. Such formula will be applicable provided that on the Valuation Date the Final Reference Value is higher than, or equal to, the Initial Reference Value multiplied by the Strike Percentage. The total amount that the investor will receive on the Settlement Date will be in any case subject to a maximum level equal to the Cap Level multiplied by the Multiplier.

b. If the Final Reference Value is lower than the Initial Reference Value multiplied by the Strike Percentage:

[Initial Reference Value x Strike Percentage + Down Participation Factor x (Initial Reference Value x Strike Percentage – Final Reference Value)] x Multiplier x Minimum Exercise Amount

In relation to such type, the investor will receive on the Settlement Date the Issue Price plus an amount linked to the negative (decreasing) performance of the Underlying multiplied by the Down Participation Factor. Therefore, the Twin Win Certificates will enable the investor to also profit from a negative performance of the Underlying, as shown in this scenario.

If the relevant Final Terms provide a Cap Level:

Min {[Initial Reference Value x Strike Percentage + Down Participation Factor x (Initial Reference Value x Strike Percentage – Final Reference Value)] x Multiplier; Cap Down Amount} x Minimum Exercise Amount

In relation to such type, the investor will receive on the Settlement Date the Issue Price plus an amount linked to the performance of the Underlying multiplied by the Down Participation Factor. Therefore, the Twin Win Certificates will enable the investor to also profit from a negative performance of the Underlying, as shown in this scenario. However, in such case, the Cash Settlement Amount will not be higher than the Cap Down Amount specified in the applicable Final Terms.

E. BENCHMARK CERTIFICATES

LONG BENCHMARK CERTIFICATES

(i) WITHOUT ANNUAL MANAGEMENT FEE AND VARIABLE MANAGEMENT FEE:

Final Reference Value x Multiplier x Minimum Exercise Amount

In this case the investor will be exposed to the performance of the Underlying. As a result, on the Settlement Date, the investor will receive an amount equal to the Final Reference Value multiplied by the Multiplier.

(ii) WITH ANNUAL MANAGEMENT FEE:

Final Reference Value x Multiplier x Annual Management Fee x Minimum Exercise Amount

In this case the investor will be exposed to the performance of the Underlying, therefore, on the Settlement Date, the investor will receive an amount equal to the Final Reference Value multiplied by the Multiplier, net of the Annual Management Fee;

or (if so specified in the applicable Final Terms),

Final Reference Value x AMF Multiplier$_t$ x Minimum Exercise Amount

In this case the investor will be exposed to the performance of the Underlying and, on the Settlement Date, the investor will receive an amount equal to the Final Reference Value multiplied by the AMF Multiplier$_t$.

(iii) WITH VARIABLE MANAGEMENT FEE:

Final Reference Value x Multiplier x Variable Management Fee x Minimum Exercise Amount

In this case the investor will be exposed to the performance of the Underlying and, on the Settlement Date, will receive an amount equal to the Final Reference Value multiplied by the Multiplier, net of the Variable Management Fee;

or (if so specified in the applicable Final Terms),

Final Reference Value x AMF Multiplier$_t$ x Minimum Exercise Amount

In this case the investor will be exposed to the performance of the Underlying and, on the Settlement Date, will receive an amount equal to the Final Reference Value multiplied by the AMF Multiplier$_t$.

SHORT BENCHMARK CERTIFICATES

(i) WITHOUT ANNUAL MANAGEMENT FEE AND VARIABLE MANAGEMENT FEE:

Max [0;(Strike Price – Final Reference Value) x Multiplier] x Minimum Exercise Amount

In this case, the exposure of the investor will be inversely proportioned to the performance of the Underlying, therefore the investor will receive, on the Settlement Date, a Cash Settlement Amount – if positive – equal to the difference between the Strike Price and the Final Reference Value, multiplied by the Multiplier.

(ii) WITH ANNUAL MANAGEMENT FEE:

Max [0; (Strike Price – Final Reference Value) x Multiplier x Annual Management Fee] x Minimum Exercise Amount

In this case, the exposure of the investor will be inversely proportioned to the performance of the Underlying, therefore, the investor will receive, on the Settlement Date, a Cash Settlement Amount – if positive – equal to the difference between the Strike Price and the Final Reference Value multiplied by the Multiplier, net of the Annual Management Fee;

or (if so specified in the applicable Final Terms),

Max [0; (Strike Price – Final Reference Value) x AMF Multiplier$_t$] x Minimum Exercise Amount

In this case, the exposure of the investor will be inversely proportioned to the performance of the Underlying and the investor will receive, on the Settlement Date, a Cash Settlement Amount – if positive – equal to the difference between the Strike Price and the Final Reference Value multiplied by the AMF Multiplier$_t$.

(iii) WITH VARIABLE MANAGEMENT FEE:

Max [0; (Strike Price – Final Reference Value) x Multiplier x Variable Management Fee] x Minimum Exercise Amount

In this case, the exposure of the investor will be inversely proportioned to the performance of the Underlying, therefore, the investor will receive, on the Settlement Date, a Cash Settlement Amount – if positive – equal to the difference between the Strike Price and the Final Reference Value multiplied by the Multiplier, net of the Variable Management Fee;

or (if so specified in the applicable Final Terms),

Max [0; (Strike Price – Final Reference Value) x VMF Multiplier$_t$] x Minimum Exercise Amount

In this case, the exposure of the investor will be inversely proportioned to the performance of the Underlying, the investor will receive, on the Settlement Date, a Cash Settlement Amount – if positive – equal to the difference between the Strike Price and the Final Reference Value multiplied by the VMF Multiplier$_t$.

F. OUTPERFORMANCE CERTIFICATES

LONG OUTPERFORMANCE CERTIFICATES

a. ***If the Final Reference Value is equal to or higher than the Initial Reference Value:***

{[Initial Reference Value + Up Participation Factor x (Final Reference Value – Initial Reference Value)] x Multiplier} x Minimum Exercise Amount

In this case, the investor will receive, on the Settlement Date, a Cash Settlement Amount, if positive, linked to the performance of the Underlying, depending on the Up Participation Factor.

If the relevant Final Terms provide a Cap Level:

{{Min [(Initial Reference Value + Up Participation Factor x (Final Reference Value – Initial Reference Value)); Cap Level]} x Multiplier} x Minimum Exercise Amount

In this case the investor will receive, on the Settlement Date, a Cash Settlement Amount, if positive, linked to the performance of the Underlying, depending on the Up Participation Factor, subject to a maximum level equal to the Cap Level multiplied by the Multiplier.

b. ***If the Final Reference Value is lower than the Initial Reference Value:***

{[Initial Reference Value + Down Participation Factor x (Final Reference Value – Initial Reference Value)] x Multiplier} x Minimum Exercise Amount

In this case the investor will receive, on the Settlement Date, a Cash Settlement Amount, if positive, linked to the performance of the Underlying, depending on the Down Participation Factor.

SHORT OUTPERFORMANCE CERTIFICATES

a. ***If the Final Reference Value is equal to or lower than the Initial Reference Value:***

{[Initial Reference Value + Down Participation Factor x (Initial Reference Value – Final Reference Value)] x Multiplier} x Minimum Exercise Amount

In this case, on the Settlement Date, the investor will receive a Cash Settlement Amount, if positive, linked to the performance of the Underlying depending on the Down Participation Factor.

If the relevant Final Terms provide a Cap Level:

{{Min [(Initial Reference Value + Down Participation Factor x (Initial Reference Value – Final Reference Value)); Cap Level]} x Multiplier} x Minimum Exercise Amount

In this case, on the Settlement Date the investor will receive a Cash Settlement Amount, if positive, linked to the performance of the Underlying depending on the Down Participation Factor, subject to a maximum level equal to the Cap Level multiplied by the Multiplier.

b. ***If the Final Reference Value is higher than the Initial Reference Value:***

{Max [0; [Initial Reference Value + Up Participation Factor x (Initial Reference Value – Final Reference Value)]] x Multiplier} x Minimum Exercise Amount

In this case, on the Settlement Date, the investor will receive a Cash Settlement Amount, if positive, linked to the performance of the Underlying depending on the Up Participation Factor.

G. BUFFER PROTECTION CERTIFICATES

In relation to such type, the formula for the calculation of the Cash Settlement Amount will depend on whether a Buffer Event has occurred. In particular:

a. If the Buffer Event has not occurred during the life of the Certificates:

(Initial Percentage x Initial Reference Value x Multiplier) x Minimum Exercise Amount

In relation to such type, the investor will receive on the Settlement Date an amount linked to a percentage of the Initial Reference Value that will be specified in the applicable Final Terms.

b. If the Buffer Event has occurred during the life of the Certificates

Max {Protection Percentage x Issue Price; Issue Price x [1+ (Performance Sum – Buffer Percentage)]}

In relation to such type, the investor will receive in any case at least a percentage of the Issue Price depending on the Protection Percentage as set out by the Issuer in the relevant Final Terms with the possibility to receive an higher amount which will depend on the Performance Sum and the Buffer Percentage, as specified in the applicable Final Terms.

H. GLOBAL PERFORMANCE CERTIFICATES

Max [Protection Percentage x Issue Price; Issue Price x (1+ Global Performance)]

In relation to such type, the investor will receive in any case at least a percentage of the Issue Price depending on the Protection Percentage as set out by the Issuer in the relevant Final Terms with the possibility to receive a higher amount which will depend on the Global Performance;

or (if so specified in the applicable Final Terms),

Max {Protection Percentage x Issue Price; [Issue Price x (Initial Percentage + Global Performance)] }

In relation to such type, the investor will receive in any case at least a percentage of the Issue Price depending on the Protection Percentage as set out by the Issuer in the relevant Final Terms with the possibility to receive a higher amount which will depend on the Global Performance and on the Initial Percentage as set out by the Issuer in the relevant Final Terms.

If the relevant Final Terms provide a Cap Amount:

Min {Cap Amount; Max [Protection Percentage x Issue Price; Issue Price x (1+ Global Performance)]}

In relation to such type, the investor will receive in any case at least a percentage of the Issue Price depending on the Protection Percentage as set out by the Issuer in the relevant Final Terms with the possibility to receive a higher amount which will depend on the Global Performance. In any case such amount will not be higher than the Cap Amount.

I. LUCKY PROTECTION CERTIFICATES

LONG LUCKY PROTECTION CERTIFICATES

a. If the Final Reference Value is equal to or higher than the Initial Reference Value:

[Initial Reference Value + Participation Factor x (Final Reference Value – Initial Reference Value)] x Multiplier x Minimum Exercise Amount

In this case, the investor will receive, on the Settlement Date, a Cash Settlement Amount, if positive, which reflects the positive performance of the Underlying, depending on the Participation Factor.

Or:

(Initial Percentage x Initial Reference Value x Multiplier) x Minimum Exercise Amount

In relation to such type, the investor will receive on the Settlement Date an amount linked to a percentage of the Initial Reference Value that will be specified in the applicable Final Terms.

b. If the Final Reference Value is lower than the Initial Reference Value:

Max {Dropdown Protection Level x Multiplier; Min [Initial Reference Value; Initial Reference Value + Final Leverage x (Final Reference Value – Initial Reference Value)] x Multiplier} x Minimum Exercise Amount

In this case, the amount that the investor will receive will never be lower than the Dropdown Protection Level, as specified in the Final Terms.

SHORT LUCKY PROTECTION CERTIFICATES

a. ***If the Final Reference Value is equal to or lower than the Initial Reference Value:***

[Initial Reference Value + Participation Factor x (Initial Reference Value – Final Reference Value)] x Multiplier x Minimum Exercise Amount

In this case, on the Settlement Date, the investor will receive a Cash Settlement Amount, if positive, inversely proportioned to the performance of the Underlying depending on the Participation Factor.

Or:

(Initial Percentage x Initial Reference Value x Multiplier) x Minimum Exercise Amount

In relation to such type, the investor will receive on the Settlement Date an amount linked to a percentage of the Initial Reference Value that will be specified in the applicable Final Terms.

b. If the Final Reference Value is higher than the Initial Reference Value:

Max {Dropdown Protection Amount; Min [Initial Reference Value; Initial Reference Value + Final Leverage x (Initial Reference Value – Final Reference Value)] x Multiplier} x Minimum Exercise Amount

In this case, the amount that the investor will receive will never be lower than the Dropdown Protection Amount specified in the relevant Final Terms.

J. DYNAMIC PROTECTION CERTIFICATES

LONG DYNAMIC PROTECTION CERTIFICATES

a. If the Final Reference Value is equal to or higher than the Initial Reference Value:

[Initial Reference Value + Participation Factor x (Final Reference Value – Initial Reference Value)] x Multiplier x Minimum Exercise Amount

In this case, the investor will receive, on the Settlement Date, a Cash Settlement Amount

which reflects the positive performance of the Underlying, depending on the Participation Factor.

Or:

(Initial Percentage x Initial Reference Value x Multiplier) x Minimum Exercise Amount

In relation to such type, the investor will receive on the Settlement Date an amount linked to a percentage of the Initial Reference Value that will be specified in the applicable Final Terms.

b. If the Final Reference Value is lower than the Initial Reference Value but equal to or higher than the Dynamic Protection Level:

{Initial Reference Value + [(Initial Gearing – Final Gearing) x (Final Reference Value – Initial Reference Value)]} x Multiplier x Minimum Exercise Amount

In this case, the investor will receive a Cash Settlement Amount linked to the performance of the Underlying multiplied by a percentage whose value will depend on the number of Gearing Events occurred during the life of the Certificates.

c. If the Final Reference Value is lower than the Dynamic Protection Level:

[Protection Amount + (Step Up Amount x number of Gearing Events)] x Minimum Exercise Amount

In this case, the investors will receive a Cash Settlement Amount represented by the sum of (i) the Protection Amount specified in the applicable Final Terms and (ii) the Step Up Amount, specified in the applicable Final Terms, multiplied by the number of Gearing Events occurred during the life of the Certificates;

SHORT DYNAMIC PROTECTION CERTIFICATES

a. If the Final Reference Value is equal to or lower than the Initial Reference Value:

[Initial Reference Value + Participation Factor x (Initial Reference Value – Final Reference Value)] x Multiplier x Minimum Exercise Amount

In this case, on the Settlement Date, the investor will receive a Cash Settlement Amount inversely proportioned to the negative performance of the Underlying depending on the Participation Factor.

Or:

(Initial Percentage x Initial Reference Value x Multiplier) x Minimum Exercise Amount

In relation to such type, the investor will receive on the Settlement Date an amount linked to a percentage of the Initial Reference Value that will be specified in the applicable Final Terms.

b. If the Final Reference Value is higher than the Initial Reference Value but equal to or lower than the Protection Level:

{Initial Reference Value + [(Initial Gearing – Final Gearing) x (Initial Reference Value – Final Reference Value)]} x Multiplier x Minimum Exercise Amount

In this case, the investor will receive a Cash Settlement Amount linked to the performance of the Underlying multiplied by a percentage whose value will depend on the number of Gearing Events occurred during the life of the Certificates.

c. If the Final Reference Value is higher than the Dynamic Protection Level:

[Protection Amount + (Step Up Amount x number of Gearing Events)] x Minimum Exercise Amount

In this case, the investors will receive a Cash Settlement Amount represented by the sum of (i) the Protection Amount specified in the applicable Final Terms and (ii) the Step Up Amount, specified in the applicable Final Terms, multiplied by the number of Gearing Events occurred during the life of the Certificates.

K. CURRENCY CERTIFICATES

$$\sum_{i=1}^{N}[w_i \; x \; (\frac{Initial\ Reference\ Value\ _i}{Final\ Reference\ Value\ _i})] \; x \; Issue\ Price]$$

Where:

"N" means the number of Underlyings specified in the applicable Final Terms,

"i" means the i-th exchange rate Underlying, and

"w_i" is the Exchange Rate Weight in respect of the i-th exchange rate Underlying.

In relation to such type, the investor will receive a percentage of the Issue Price depending on the weighted sum of the performances of the Underlyings. The Issuer will indicate in the applicable Final Terms: (i) the relevant exchange rate Underlying and (ii) the Exchange Rates Weights.

If the relevant Final Terms provide a Protection Percentage:

$$\sum_{i=1}^{N}[w_i \; x \; Max \; [\; Protection\ Percentage_i; \; (\frac{Initial\ Reference\ Value\ _i}{Final\ Reference\ Value\ _i})]] \; x \; Issue\ Price$$

In such case, the investor will receive at least an amount equal to the Protection Percentage set out by the Issuer in the relevant Final Terms, multiplied by the Issue Price.

L. MULTIPERFORMANCE CERTIFICATES

MULTIPERFORMANCE LONG/SHORT CERTIFICATES

Initial Percentage x Issue Price x Minimum Exercise Amount

In relation to such type, the investor will receive on the Settlement Date an amount linked to a percentage of the Initial Reference Value that will be specified in the applicable Final Terms.

MULTIPERFORMANCE MAX LONG CERTIFICATES

Max {Initial Percentage x Issue Price; Issue Price x [1+ (Up Participation Factor x Cumulated Performance)]} x Minimum Exercise Amount

In relation to such type, the investor will receive a percentage of the invested capital set out by the Issuer in the relevant Final Terms with the possibility to participate to the increasing Cumulated Performance of the Underlyings depending on the Up Participation Factor.

If the relevant Final Terms provide a Cap Amount:

Min {Cap Amount; Max [Initial Percentage x Issue Price; Issue Price x [1+ (Up Participation Factor x Cumulated Performance)]]} x Minimum Exercise Amount

In such case, the amount that the investor will receive at the Settlement Date will not exceed the Cap Amount specified in the relevant Final Terms.

MULTIPERFORMANCE MAX SHORT CERTIFICATES

Max {Initial Percentage x Issue Price; Issue Price x [1 - (Up Participation Factor x Cumulated Performance)]} x Minimum Exercise Amount

In relation to such type, the investor will receive a percentage of the invested capital set out by the Issuer in the relevant Final Terms with the possibility to participate to the negative (decreasing) Cumulated Performance of the Underlyings depending on the Up Participation Factor.

If the relevant Final Terms provide a Cap Amount:

Min {Cap Amount; Max [Initial Percentage x Issue Price; Issue Price x [1 - (Up Participation Factor x Cumulated Performance)]]} x Minimum Exercise Amount

In such case, the amount that the investor will receive at the Settlement Date will not exceed the Cap Amount specified in the relevant Final Terms.

M. DUAL CURRENCY FX CERTIFICATES (LONG/SHORT)

Initial Percentage x Initial Reference Value x Multiplier x Minimum Exercise Amount

In relation to such type, the investor will receive on the Settlement Date an amount in the Issue Currency linked to a percentage of the Initial Reference Value of the Underlying (which will be an exchange rate) that will be specified in the applicable Final Terms as the Initial Percentage.

N. GAP CERTIFICATES (LONG/SHORT)

Initial Percentage x Issue Price x Minimum Exercise Amount

In such case, the investor will receive on the Settlement Date an amount linked to the Initial Percentage specified in the relevant Final Terms.

O. CALENDAR CERTIFICATES

Max {Protection Amount; [Issue Price x ((Final Reference Value / Initial Reference Value)+ Calendar Performance)]}

In relation to such type, the investor will receive an amount linked to the performance of the Underlying plus the Calendar Performance. The Cash Settlement Amount will not be lower than the Protection Amount specified in the relevant Final Terms.

If the relevant Final Terms provide a Cap Amount:

Min {Cap Amount; Max {Protection Amount; [Issue Price x ((Final Reference Value / Initial Reference Value)+ Calendar Performance)]}}

In relation to such type, the investor will receive an amount linked to the performance of the Underlying plus the Calendar Performance. The Cash Settlement Amount will not exceed the Cap Amount specified in the relevant Final Terms.

P. SWITCH CERTIFICATES

a. If the Switch Event has not occurred

The Cash Settlement Amount will be calculated in accordance with one of the payout formulas set out in this Condition 24, specified in the applicable Final Terms.

b. If the Switch Event has occurred

The Cash Settlement Amount will be calculated in accordance with (i) one of the payout formulas set out in this Condition 24 for another Typology or (ii) one of the formulas set out in this Condition 24 for the same Typology, but with a different Settlement Characteristic, in either case different from the one applicable if the Switch Event has not occurred (specified in the applicable Final Terms). .

Q. CALL CERTIFICATES[7]

Issue Price x Max [0%; (Final Reference Value – Strike Percentage x Initial Reference Value) / Initial Reference Value]

In relation to such type, the investor will receive an amount equal to the Issue Price multiplied by the maximum between (i) 0% and (ii) the difference between the Final Reference Value and the Initial Reference Value multiplied by the Strike Percentage, divided by Initial Reference Value.

If the relevant Final Terms provide a Cap Amount:

Min {Cap Amount; Issue Price x Max [0%; (Final Reference Value – Strike Percentage x Initial Reference Value) / Initial Reference Value]}

In relation to such type, the investor will receive an amount equal to the minimum between (a) the Cap Amount and (b) the Issue Price multiplied by the maximum between (i) 0% and (ii) the difference between the Final Reference Value and the Initial Reference Value multiplied by the Strike Percentage, divided by Initial Reference Value.

R. DIGITAL CERTIFICATES[8]

a. If the Final Reference Value is higher than, or equal to, the Settlement Level (i.e. a Settlement Event has occurred):

Issue Price x Digital Percentage x Minimum Exercise Amount

In relation to such type, the investor will receive on the Settlement Date an amount linked to a percentage of the Issue Price that will be specified in the applicable Final Terms as Digital Percentage.

b. If the Final Reference Value is lower than the Settlement Level (i.e. a Settlement Event has occurred):

0

In relation to such type, the investor will not receive any amount on the Settlement Date, and therefore will be exposed to the total loss of the capital invested.

S. COMBINED AMOUNT CERTIFICATES

[7] The Barrier Level will never be applicable in relation to Call Certificates.
[8] The Barrier Level will never be applicable in relation to Digital Certificates.

Combined Amount x Minimum Exercise Amount

In relation to such type, the investor will receive a Cash Settlement Amount equal to the Combined Amount.

T. LONG OUTPERFORMANCE COMBINED CERTIFICATES

Final Reference Value x Multiplier x Minimum Exercise Amount

In relation to such type, the investor will receive, on the Settlement Date, a Cash Settlement Amount, if positive, equal to the Final Reference Value of the Underlying specified in the applicable Final Terms multiplied by the Multiplier.

U. WARRANTS

CALL WARRANTS

Notional Amount x Max [0%; (Final Reference Value – Strike Percentage x Initial Reference Value) / Initial Reference Value]

In relation to such type, the investor will receive in any case, an amount equal to the Notional Amount multiplied by the maximum between (i) 0% and (ii) the difference between the Final Reference Value and the Initial Reference Value multiplied by the Strike Percentage, divided by Initial Reference Value.

CALL COVERED WARRANTS

Max [0; (Final Reference Value – Exercise Price)] × Multiplier × Minimum Exercise Number

In relation to such type, the investor will receive an amount equal to the maximum between (i) 0 and (ii) the Final Reference Value less the Exercise Price. The result will be multiplied by the Multiplier and the Minimum Exercise Number.

CALL SPREAD WARRANTS

Notional Amount x Min {CAP; Max [0%; (Final Reference Value – Strike Percentage x Initial Reference Value) / Initial Reference Value]}

In relation to such type, the investor will receive in any case, an amount equal to Notional Amount multiplied by the minimum between (a) the Cap and (b) the maximum between (i) 0% and (ii) the difference between the Final Reference Value and the Initial Reference Value multiplied by the Strike Percentage, divided by Initial Reference Value.

PUT WARRANTS

Notional Amount x Max [0%; (Strike Percentage x Initial Reference Value - Final Reference Value)/ Initial Reference Value]

In relation to such type, the investor will receive in any case, an amount equal to the Notional Amount multiplied by the maximum between (i) 0% and (ii) the difference between the Initial Reference Value multiplied by the Strike Percentage and Final Reference Value, divided by Initial Reference Value.

PUT COVERED WARRANTS

Max [0; (Exercise Price – Final Reference Value)] × Multiplier × Minimum Exercise Number

In relation to such type, the investor will receive an amount equal to the maximum between (i) 0 and (ii) the Exercise Price less the Final Reference Value. The result will be multiplied by the Multiplier and the Minimum Exercise Number.

PUT SPREAD WARRANTS

Notional Amount x Min {CAP; Max [0%; (Strike Percentage x Initial Reference Value - Final Reference Value) / Initial Reference Value]}

In relation to such type, the investor will receive an amount equal to the Notional Amount multiplied by the minimum between (a) the Cap and (b) the maximum between (i) 0% and (ii) the difference between the Initial Reference Value multiplied by the Strike Percentage and Final Reference Value, divided by Initial Reference Value.

INTEREST RATE WARRANTS

[Max (0; Reference Rate - Interest Cap) x Final Notional Amount] x Day Count Fraction

In relation to such type, the investor will receive, if positive, a Cash Settlement Amount determined by the Calculation Agent on the Settlement Determination Date relating to the Settlement Determination Period and will be equal to the product between: (i) the difference of the Reference Rate less the Interest Cap, (ii) the Final Notional Amount and (iii) the applicable day count fraction, all as specified in the applicable Final Terms.

CORRIDOR WARRANTS

if a Barrier Event has not occurred, the investor will receive on the Settlement Date the Settlement Amount predetermined by the Issuer and specified in the applicable Final Terms.

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CALCULATION METHOD IN THE CASE OF NEGATIVE[9] PERFORMANCE OF THE UNDERLYING – IF A BARRIER EVENT OR A BARRIER GAP EVENT (in the case of Gap Certificates) OCCURRED:

(1) <u>BARRIER EVENT IN THE CASE OF STANDARD LONG CERTIFICATES, MAX LONG CERTIFICATES AND TWIN WIN LONG CERTIFICATES</u>

In the case of Standard Long Certificates, Max Long Certificates and Twin Win Long Certificates, if **<u>a Barrier Level is provided in the applicable Final Terms and a Barrier Event has occurred</u>**, the Cash Settlement Amount will be calculated in accordance with one of the following formulas:

(i) WITHOUT PROTECTION LEVEL, AIR BAG FACTOR, SIGMA AMOUNT, PREDETERMINED LOSS PERCENTAGE:

a) *(Final Reference Value x Multiplier) x Minimum Exercise Amount*

In such case, the investor will receive on the Settlement Date an amount linked to the performance of the Underlying (i.e. the investment in the Certificate is a direct investment in the Underlying) and therefore may be exposed to the total or partial loss of the capital invested.

<u>If the applicable Final Terms provide a Cap Barrier Amount:</u>

Min [Cap Barrier Amount; (Final Reference Value x Multiplier)] x Minimum Exercise Amount

[9] In case of Max Short Certificates with Barrier Level, the performance of the Underlying will be positive for the purposes of the Barrier Event.

In such case, the amount that the investor will receive at the Settlement Date will not exceed the Cap Barrier Amount specified in the relevant Final Terms.

Or:

b) *{[Initial Reference Value + Down Participation Factor x (Final Reference Value – Initial Reference Value)] x Multiplier} x Minimum Exercise Amount*

In such case the investor will receive, on the Settlement Date, a Cash Settlement Amount that depends on the Down Participation Factor.

(ii) WITH A PROTECTION LEVEL:

a) *[Max (Final Reference Value; Protection Level) x Multiplier] x Minimum Exercise Amount*

In such case, the protection of the Issue Price will depend on the percentage of the Initial Reference Value that will be set out by the Issuer as Protection Level.

If the applicable Final Terms provide a Cap Barrier Amount:

Min [Cap Barrier Amount; Max (Final Reference Value; Protection Level) x Multiplier] x Minimum Exercise Amount

In such case, the amount that the investor will receive at the Settlement Date will not exceed the Cap Barrier Amount specified in the relevant Final Terms.

Or:

b) *(Protection Level x Multiplier) x Minimum Exercise Amount*

In such case, the investor will receive, on the Settlement Date, a Cash Settlement Amount that will be equal to the percentage of the Initial Reference Value that will be set out by the Issuer as Protection Level in the relevant Final Terms.

(iii) WITHOUT PROTECTION LEVEL AND WITH THE AIR BAG FACTOR:

[(Final Reference Value x Air Bag Factor) x Multiplier] x Minimum Exercise Amount

In such case, the investor will receive at the maturity an amount which is not directly proportionate to the performance of the Underlying due to the Air Bag Factor. Consequently, the investment loss is lower than the loss of the value of the Underlying. Such reduction of the loss decreases with the reduction of the Final Reference Value until the Final Reference Value is equal to zero.

If the applicable Final Terms provide a Cap Barrier Amount:

Min[Cap Barrier Amount; (Final Reference Value x Air Bag Factor) x Multiplier] x Minimum Exercise Amount

In such case, the amount that the investor will receive at the Settlement Date will not exceed the Cap Barrier Amount specified in the relevant Final Terms.

(iv) WITHOUT PROTECTION LEVEL AND WITH THE SIGMA AMOUNT:

[(Final Reference Value x Multiplier) + Sigma Amount] x Minimum Exercise Amount

In such case, whatever the performance linked to the Final Reference Value is, the investor will receive at least an amount equal to the Sigma Amount.

If the applicable Final Terms provide a Cap Barrier Amount:

Min [Cap Barrier Amount; (Final Reference Value x Multiplier)+ Sigma Amount] x Minimum Exercise Amount

In such case, the amount that the investor will receive at the Settlement Date will not exceed the Cap Barrier Amount specified in the relevant Final Terms.

(v) WITHOUT PROTECTION LEVEL AND WITH THE PREDETERMINED LOSS PERCENTAGE:

[(Initial Reference Value x Predetermined Loss Percentage) x Multiplier] x Minimum Exercise Amount

In such case the investor will receive an amount which will depend on the Predetermined Loss Percentage set out in the relevant Final Terms.

(vi) WITHOUT PROTECTION LEVEL AND WITH THE STRIKE PERCENTAGE AND GEARING FACTOR:

Max {0; Initial Reference Value x {Initial Percentage - [(Strike Percentage – Final Reference Value / Initial Reference Value) x Gearing Factor]} x Multiplier} x Minimum Exercise Amount

In relation to such type, the investor will receive an amount equal to the maximum between (i) 0 and (ii) the Initial Reference Value multiplied by the difference between (a) the Initial Percentage and (b) the difference between the Strike Percentage and Final Reference Value divided by the Initial Reference Value, multiplied by the Gearing Factor.

(2) BARRIER EVENT IN THE CASE OF STANDARD SHORT CERTIFICATES, MAX SHORT CERTIFICATES AND TWIN WIN SHORT CERTIFICATES

In the case of Standard Short Certificates, Max Short Certificates and Twin Win Short Certificates, if **a Barrier Level is provided and a Barrier Event has occurred**, the Cash Settlement Amount will be calculated in accordance with one of the following formulas:

(i) WITHOUT SHORT PROTECTION AND PREDETERMINED LOSS PERCENTAGE:

a) *Max {0; [Initial Reference Value + (Initial Reference Value - Final Reference Value)] x Multiplier} x Minimum Exercise Amount*

In such case, the investor will receive on the Settlement Date an amount which is inversely proportionated to the performance of the Underlying (i.e. in a short position in respect of the Underlying) and therefore may be exposed to the total or partial loss of the capital invested.

If the applicable Final Terms provide a Cap Barrier Amount:

Min {Cap Barrier Amount; Max {0; [Initial Reference Value + (Initial Reference Value - Final Reference Value)] x Multiplier}} x Minimum Exercise Amount

In such case, the amount that the investor will receive at the Settlement Date will not exceed the Cap Barrier Amount specified in the relevant Final Terms.

Or:

b) *Max {0; [Initial Reference Value + Down Participation Factor x (Initial Reference Value – Final Reference Value)] x Multiplier} x Minimum Exercise Amount*

In this case, on the Settlement Date, the investor will receive a Cash Settlement Amount, that depends on the Down Participation Factor.

(ii) WITH THE SHORT PROTECTION:

a) *Max {Short Protection; [Initial Reference Value + (Initial Reference Value - Final Reference Value)] x Multiplier} x Minimum Exercise Amount*

In such case, the protection of the Issue Price will depend on the amount of the Short Protection set out in the relevant Final Terms.

If the applicable Final Terms provide a Cap Barrier Amount:

Min {Cap Barrier Amount; Max {Short Protection; [Initial Reference Value + (Initial Reference Value - Final Reference Value)] x Multiplier}} x Minimum Exercise Amount

In such case, the amount that the investor will receive at the Settlement Date will not exceed the Cap Barrier Amount specified in the relevant Final Terms.

Or

b) *Short Protection x Minimum Exercise Amount*

In such case, the investor will receive, on the Settlement Date, a Cash Settlement Amount that will be equal to the Short Protection set out in the relevant Final Terms.

(iii) WITH THE PREDETERMINED LOSS PERCENTAGE:

[(Initial Reference Value x Predetermined Loss Percentage) x Multiplier] x Minimum Exercise Amount

In such case the investor will receive an amount which will depend on the Predetermined Loss Percentage set out in the relevant Final Terms.

(3) BARRIER EVENT IN THE CASE OF SPREAD CERTIFICATES

In relation to the Spread Certificates, if **a Barrier Level is provided (indicated as an independant percentage value) and a Barrier Event has occurred**, the Cash Settlement Amount will be calculated pursuant to the following formula:

(i) WITH THE PREDETERMINED LOSS PERCENTAGE

{{[(Initial Percentage$_A$ x Initial Reference Value$_A$ x Multiplier$_A$) + (Initial Percentage$_B$ x Initial Reference Value$_B$ x Multiplier$_B$)] / 2} x Predetermined Loss Percentage} x Minimum Exercise Amount

In this scenario, the amount that the investor will receive on the Settlement Date will depend on the Predetermined Loss Percentage set out in the relevant Final Terms by the Issuer;

(ii) WITH THE SPREAD PROTECTION

{{[(Initial Percentage$_A$ x Initial Reference Value$_A$ x Multiplier$_A$) + (Initial Percentage$_B$ x Initial Reference Value$_B$ x Multiplier$_B$)] / 2} x [1 + Max(Spread Protection; Spread +/- Margin)]} x Minimum Exercise Amount

In such case, the protection of the Issue Price will depend on the percentage set out by the Issuer in the applicable Final Terms as the Spread Protection.

If the applicable Final Terms provide a Cap Barrier Amount:

Min{Cap Barrier Amount; {{[(Initial Percentage$_A$ x Initial Reference Value$_A$ x Multiplier$_A$) + (Initial Percentage$_B$ x Initial Reference Value$_B$ x Multiplier$_B$)] / 2} x [1 + Max(Spread Protection; Spread +/- Margin)]}} x Minimum Exercise Amount

In such case, the amount that the investor will receive at the Settlement Date will not exceed the Cap Barrier Amount specified in the relevant Final Terms.

(iii) WITHOUT THE PREDETERMINED LOSS PERCENTAGE OR THE SPREAD PROTECTION

The Cash Settlement Amount will be calculated pursuant to one of the following formulas and in accordance with the relevant Final Terms:

a) Amount linked to the Spread

{{[(Initial Percentage$_A$ x Initial Reference Value$_A$ x Multiplier$_A$) + (Initial Percentage$_B$ x Initial Reference Value$_B$ x Multiplier$_B$)] / 2} x Max[0; (1+ Participation Factor x (Spread +/- Margin))]} x Minimum Exercise Amount

In such case, the investor will receive on the Settlement Date an amount directly linked to the Spread and therefore the investor may be exposed to the total or partial loss of the capital invested.

If the applicable Final Terms provide a Cap Barrier Amount:

Min {Cap Barrier Amount; {[(Initial Percentage$_A$ x Initial Reference Value$_A$ x Multiplier$_A$) + (Initial Percentage$_B$ x Initial Reference Value$_B$ x Multiplier$_B$)] / 2} x Max[0;(1 +Participation Factor x (Spread +/- Margin))]}} x Minimum Exercise Amount

In such case, the amount that the investor will receive at the Settlement Date will not exceed the Cap Barrier Amount specified in the relevant Final Terms;

Or:

b) Amount linked to the performance of the Underlying A

Final Reference Value$_A$ x Multiplier$_A$ x Minimum Exercise Amount

In this case the investor will receive on the Settlement Date an amount linked to the Performance of the Underlying A (i.e. the investment in the Certificate is a direct investment in the Underlying A) and therefore the investor may be exposed to the total or partial loss of the capital invested.

If the applicable Final Terms provide a Cap Barrier Amount:

Min [Cap Barrier Amount; (Final Reference Value$_A$ x Multiplier$_A$)] x Minimum Exercise Amount

In such case, the amount that the investor will receive at the Settlement Date will not exceed the Cap Barrier Amount specified in the relevant Final Terms;

Or:

c) Amount linked to the performance of the Underlying B

Final Reference Value$_B$ x Multiplier$_B$ x Minimum Exercise Amount

In such case, the investor will receive on the Settlement Date an amount linked to the Performance of the Underlying B (i.e. the investment in the Certificate is a direct investment in the Underlying B) and therefore the investor may be exposed to the total or partial loss of the capital invested.

If the applicable Final Terms provide a Cap Barrier Amount:

Min [Cap Barrier Amount; (Final Reference Value$_B$ x Multiplier$_B$)] x Minimum Exercise Amount

In such case, the amount that the investor will receive at the Settlement Date will not exceed the Cap Barrier Amount specified in the relevant Final Terms.

(4) BARRIER EVENT IN THE CASE OF MULTIPERFORMANCE LONG CERTIFICATES AND MULTIPERFORMANCE MAX LONG CERTIFICATES

(i) WITHOUT THE PROTECTION AMOUNT:

Issue Price x (1+ Down Participation Factor x Cumulated Performance) x Minimum Exercise Amount

In such case, the investor will receive on the Settlement Date an amount which will depend on the Cumulated Performance of the Underlyings and the Down Participation Factor, as specified in the applicable Final Terms.

(ii) WITH THE PROTECTION AMOUNT:

Max [Protection Amount; Issue Price x (1+ Down Participation Factor x Cumulated Performance)] x Minimum Exercise Amount

In such case, the Cash Settlement Amount will not be lower than the amount specified in the applicable Final Terms as the Protection Amount.

(5) BARRIER EVENT IN THE CASE OF MULTIPERFORMANCE SHORT CERTIFICATES AND MULTIPERFORMANCE MAX SHORT CERTIFICATES

(i) WITHOUT THE PROTECTION AMOUNT:

Issue Price x Max [0; (1- Down Participation Factor x Cumulated Performance)] x Minimum Exercise Amount

In such case, the investor will receive on the Settlement Date an amount which will depend on the Cumulated Performance of the Underlyings and the Down Participation Factor, as specified in the applicable Final Terms.

(ii) WITH THE PROTECTION AMOUNT:

Max [Protection Amount; Issue Price x (1- Down Participation Factor x Cumulated Performance)] x Minimum Exercise Amount

In such case, the Cash Settlement Amount will not be lower than the amount specified in the applicable Final Terms as the Protection Amount.

(6) BARRIER GAP EVENT IN THE CASE OF GAP LONG CERTIFICATES

Issue Price x Max [0; 100% + Barrier Gap Leverage x (Gap Daily Performance - Barrier Gap Level)] x Minimum Exercise Amount

In such case, the investor will receive on the Settlement Date an amount which will depend on the Barrier Gap Leverage, the Gap Daily Performance and the Barrier Gap Level. Therefore the investor may be exposed to the total or partial loss of the capital invested.

(7) BARRIER GAP EVENT IN THE CASE OF GAP SHORT CERTIFICATES

Issue Price x Max [0; 100% + Barrier Gap Leverage x (Barrier Gap Level - Gap Daily Performance)] x Minimum Exercise Amount

In such case, the investor will receive on the Settlement Date an amount which will depend on the Barrier Gap Leverage, the Gap Daily Performance and the Barrier Gap Level. Therefore the investor may be exposed to the total or partial loss of the capital invested.

(8) BARRIER EVENT IN THE CASE OF DUAL CURRENCY FX LONG/SHORT CERTIFICATES

The investor will receive on the Settlement Date an amount in the Settlement Currency, which may be the Issue Currency or the Dual Currency, depending on the Final Reference Value of the Underlying (which will be an exchange rate), and it will be calculated pursuant to one of the following formulas set out in the relevant Final Terms:

a. If the Barrier Event depends on the Final Reference Value:

[(Initial Percentage x Initial Reference Value x Multiplier) x Conversion Rate]

In this case the investor will receive a predetermined amount in the Dual Currency, which will depend on the Conversion Rate and on the Initial Percentage.

b. If the Barrier Event depends on the Reference Value:

(i) If the Final Reference Value is equal to or higher than (in case of Dual Currency FX Long Certificates) or is equal to or lower than (in case of Dual Currency FX Short Certificates) the Strike Level:

Initial Percentage x Initial Reference Value x Multiplier

In this case the investor will receive a predetermined amount in the Issue Currency that depends on a percentage of the Initial Reference Value, i.e. the Initial Percentage.

(ii) If the Final Reference Value is lower than (in case of Dual Currency FX Long Certificates) or higher than (in case of Dual Currency FX Short Certificates) the Strike Level:

[(Initial Percentage x Initial Reference Value x Multiplier) x Conversion Rate]

In this case the investor will receive a predetermined amount in the Dual Currency, which will depend on the Conversion Rate and on the Initial Percentage.

(9) BARRIER EVENT IN THE CASE OF COMBINED AMOUNT CERTIFICATES

Max {0; Issue Price x Participation Factor x Min [0, (Final Reference Value / Initial Reference Value – 1)] + Combined Amount} x Minimum Exercise Amount

In such case, the investor will receive on the Settlement Date an amount which will depend on the Final Reference Value of both Underlyings. Therefore the investor may be exposed to the total or partial loss of the capital invested.

(10) <u>BARRIER EVENT IN THE CASE OF LONG OUTPERFORMANCE COMBINED CERTIFICATES</u>

Max [0, (Final Reference Value – Initial Reference Value x Predetermined Loss Percentage) x Multiplier] x Minimum Exercise Amount

In this case, the investor will receive, on the Settlement Date, a Cash Settlement Amount, if positive, linked to the performance of the Underlying different from the Underlying used for the determination of the occurrence of the Barrier Event, which will depend on the Predetermined Loss Percentage set out in the relevant Final Terms by the Issuer, multiplied by the Multiplier.

****

In relation to the Remuneration Amounts, the Early Redemption Amount and the Cash Settlement Amount, the following options concerning the underlying assets may be applicable, as specified from time to time in the relevant Final Terms:

Series with two or more underlying assets

Best Of Feature

For the determination of (i) the relevant Remuneration Amount and/or the occurrence of the event that triggers such Remuneration Amount; and/or (ii) the Early Redemption Amount and/or the occurrence of the Early Redemption Event; and/or (iii) the Settlement Amount; and/or (iv) the occurrence of the Barrier Event, as specified in the relevant Final Terms and in relation to any or all the relevant valuation periods, the Calculation Agent selects the Best Of Underlying which is the Underlying with the first, second or third (and so on, depending on the number of the Underlyings and as specified in the applicable Final Terms) best Performance compared with the other Underlying(s).

Worst Of Feature

For the determination of (i) the relevant Remuneration Amount and/or the occurrence of the event that triggers such Remuneration Amount; and/or (ii) the Early Redemption Amount and/or the occurrence of the Early Redemption Event; and/or (iii) the Settlement Amount; and/or (iv) the occurrence of the Barrier Event, as specified in the relevant Final Terms and in relation to any or all the relevant valuation periods, the Calculation Agent selects the Worst Of Underlying which is the Underlying with the first, second or third (and so on, on the basis of the number of the Underlyings and as specified in the applicable Final Terms) worst Performance compared with the other Underlying(s).

Darwin Feature

For the determination of (i) the relevant Remuneration Amount and/or the occurrence of the event that triggers such Remuneration Amount; and/or (ii) the Early Redemption Amount and/or the occurrence of the Early Redemption Event; and/or (iii) the Settlement Amount; and/or (iv) the occurrence of the Barrier Event, as specified in the relevant Final Terms, the Calculation Agent selects, in relation to each valuation period of each event and/or in relation to each amount to be paid, the Underlying value to be considered (i.e. Best of Underlying, Worst of Underlying, Basket Value or as otherwise specified in the applicable Final Terms).

Series with a Basket as Underlying

Digital Combo Feature (in case of Digital Amounts)

For the calculation of the Digital Amount, the Calculation Agent will determine whether a Digital Event has occurred (and eventually will determine the Consolidation Level, the Memory Level, the Knock-out Level, the Knock-in Level) in relation to each Basket Constituent. The amount of the Digital Amount will therefore depend on the number of Basket Constituents in relation to which the Digital Event has occurred.

Participation Combo Feature (in case of Participation Remuneration Amounts)

For the calculation of the Participation Remuneration Amounts linked to a Basket, the Calculation Agent will determine (i) the arithmetic mean or (ii) the weighted average (as specified in the applicable Final Terms) or (iii) the sum of the Participation Remuneration Amounts for each single Basket Constituent, as calculated taking into account for each single Basket Constituent the relevant CAP (if applicable), Floor Percentage, Participation Factor, Strike Remuneration Percentage, Base Premium Percentage (if applicable) and Participation Remuneration Amount Gearing (if applicable), as defined in the applicable Final Terms. However, for the purpose of the calculation of the Cash Settlement Amount and the Early Redemption Amount (if applicable), the Calculation Agent will take into account the Initial Reference Value, the Final Reference Value, the Early Redemption Level (if applicable), the Barrier Level (if applicable), the Cap Level (if applicable) and the Protection Level (if applicable) in relation to the Basket as a whole. Such calculation method shall not apply to Spread Certificates and Multiperformance Certificates.

Rainbow Feature

Unlike the instruments linked to one or more Underlying(s), the Issuer will indicate in the applicable Final Terms: (i) the financial activities which represent the Basket Constituents, (ii) the relative weighting within the Basket without any preliminary reference to specific financial activities and (iii) the objective criteria pursuant to which the weight will be allocated by the Calculation Agent (for instance, in a Basket constituted by three financial activities, the Basket would be weighted as follows: 50% for the Basket Constituent with the best performance; 30% for the Basket Constituent with the worst performance; and 20% for a Basket Constituent with the second best performance).

For each determination (during the life of the Certificates and at the exercise date), the Calculation Agent will weigh the relevant Basket Constituents on the basis of the performance registered on such Determination Date and pursuant to the objective criteria provided under the Final Terms. The allocation of the weights within a Basket may result differently on each Determination Date and depending on the performance of the Basket Constituents.

The Calculation Agent will then calculate the total amount of the Basket pursuant to the methods applied to the instruments normally linked to the Basket. Such feature shall not apply to the Spread Certificates.

ANNEX TO THE TERMS AND CONDITIONS OF THE SECURITIES -

FORM OF PHYSICAL DELIVERY CONFIRMATION NOTICE

Intesa Sanpaolo S.p.A. (the **Issuer**)

[**Details of issue**]

(the **Securities**)

When completed this Physical Delivery Confirmation Notice should be sent by authenticated swift message (to be confirmed in writing) to whichever of Euroclear or Clearstream, Luxembourg records or will record on its books ownership of the Securities being exercised, with a copy to the Principal Security Agent and to the Issuer or, if the Physical Delivery Confirmation Notice relates to Securities represented by Definitive Securities, should be delivered along with the Securities to the Issuer with a copy to the Principal Security Agent. The Issuer will not in any circumstances be liable to the Securityholder or any other person for any loss or damage to any Definitive Securities deposited with it, unless such loss or damage was caused by the fraud or negligence of the Issuer or its directors, officers or employees.

To:

[Euroclear Bank S.A./N.V.
1 Boulevard du Roi Albert II
B–1210 Brussels
Belgium]

or: [Clearstream Banking, S.A.
42 Avenue JF Kennedy
L-1855 Luxembourg]*[10]

or: [Intesa Sanpaolo S.p.A.
Piazza San Carlo, 156
10121 Turin
Italy]*

cc: BNP Paribas Securities Services,
Luxembourg Branch
60, avenue J.F. Kennedy, Luxembourg
L-2085 Luxembourg
(Attention: Corporate Trust Services)

[Intesa Sanpaolo S.p.A.
Piazza San Carlo, 156
10121 Turin
Italy]*

[10] *Delete as applicable

If this Physical Delivery Confirmation Notice is determined to be incomplete or not in proper form (in the determination of the Principal Security Agent), or is not copied to the Principal Security Agent and the Issuer immediately after being delivered or sent to Euroclear or Clearstream, Luxembourg (or, in the case of Definitive Securities, is not delivered to the Issuer and copied to the Principal Security Agent), it will be treated as null and void.

If this Physical Delivery Confirmation Notice is subsequently corrected to the satisfaction of Euroclear or Clearstream, Luxembourg, in consultation with the Issuer and the Principal Security Agent (or, in the case of Definitive Securities, to the satisfaction of the Issuer in consultation with the Principal Security Agent), it will be deemed to be a new Physical Delivery Confirmation Notice submitted at the time such correction was delivered to Euroclear or Clearstream, Luxembourg and copied to the Issuer and the Principal Security Agent (or, in the case of Definitive Securities, to the Issuer and copied to the Principal Security Agent).

This Physical Delivery Confirmation Notice should be completed and delivered as provided in the terms and conditions of the Securities as amended and/or supplemented by the relevant provisions of the applicable Terms of the Issue (the Conditions). Expressions defined in such Conditions shall bear the same meanings herein.

This Physical Delivery Confirmation Notice will be null and void unless the beneficial owner certifies on the date of exercise that such owner is not a "U.S. person" as such term may be defined in Regulation S under the United States Securities Act of 1933, as amended (the Securities Act), and no securities or other property have been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with this Physical Delivery Confirmation Notice.

PLEASE USE BLOCK CAPITALS

1. Name(s) and Address(es) of Securityholders:

Name

Address

2. Series Number and Number of Securities

The series number of Securities the subject of this notice is:

The number of Securities the subject of this notice is as follows:

Securities [ ]

3. Account details:

[I/We* hereby irrevocably instruct Euroclear/Clearstream, Luxembourg* to debit on or before the Settlement Date my/our* Securities Account specified below with the number of Securities the subject of this notice.]* I/We* hereby undertake to pay any applicable Expenses and I/we* hereby irrevocably instruct Euroclear/Clearstream, Luxembourg/the Principal Security Agent* to debit my/our* Cash Account specified

below with an amount or amounts in respect thereof and to pay such Expenses to the extent of such amount or amounts].

My/Our* account details are as follows:

[Securities Account with Euroclear/Clearstream, Luxembourg*

No.:

Name:]

Cash Account with Euroclear/Clearstream, Luxembourg

No.:

Name: *

4. Settlement

4.1 Not applicable for Currency Securities

Insert details (as detailed in the applicable Terms of the Issue) as to how Entitlement is to be delivered:

Any cash payable (either in the event of any cash amount constituting the Entitlement or any dividends relating to the Entitlement or as a result of a Settlement Disruption Event or a Failure to Deliver due to Illiquidity occurring and the Issuer electing to pay the Settlement Disruption Amount or the Failure to Deliver Settlement Price) should be credited to my/our Cash Account specified in paragraph 3.

4.2 Applicable to Currency Certificates Only

My/Our Cash Account to be credited with the amount due to me/us* in respect of the Certificates the subject of this notice are set out in paragraph 3.

5. Certification of Non-U.S. beneficial ownership

The undersigned hereby certify/ies that as of the date hereof none of the Certificates exercised hereby is or will be beneficially owned, directly or indirectly, by a "U.S. person" as such term may be defined in Regulation S under the Securities Act and no securities or other property have been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with this Physical Delivery Confirmation Notice.

I/We understand that certain portions of this Physical Delivery Confirmation Notice are required in connection with certain tax, securities and other laws of the United States. If administrative or legal proceedings are commenced or threatened in connection with which this Physical Delivery Confirmation Notice is or would be relevant, I/we irrevocably authorise you to produce this Physical Delivery Confirmation Notice to any interested party in such proceedings.

Terms used herein and not otherwise defined shall have the meaning ascribed to them in the Terms and Conditions of the Securities.

Name(s) of Securityholder(s):

Signed/By:

Dated:

[N.B. If the provisions of Condition 4(C) (Issuer's Option to vary Settlement) apply then amendment will need to be made to this form of Physical Delivery Confirmation Notice to reflect such option.]

USE OF PROCEEDS

The Issuer intends to use the net proceeds from each issue of Securities for general corporate purposes, including making a profit. A substantial portion of the proceeds may be used to hedge market risks with respect to the Securities. If in respect of any particular issue of Securities, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.

DESCRIPTION OF THE ISSUER

History and Organisation of the Group

Intesa Sanpaolo S.p.A. Origins

Intesa Sanpaolo S.p.A. is the result of the merger by incorporation of Sanpaolo IMI S.p.A. with Banca Intesa S.p.A. (effective 1 January 2007).

Banca Intesa S.p.A.

Banca Intesa S.p.A. was originally established in 1925 under the name of La Centrale and invested in the business of the production and distribution of electricity. After the nationalisation of companies in this sector in the early 1960s, the company changed its name to La Centrale Finanziaria Generale, acquiring equity investments in various companies in the banking, insurance and publishing sector. The company merged by incorporation with Nuovo Banco Ambrosiano in 1985 and assumed its name and constitutional objects. Following the acquisition of Cassa di Risparmio delle Provincie Lombarde S.p.A. ("**Cariplo**") in January 1998, the Intesa Sanpaolo Group's name was changed to Gruppo Banca Intesa. Then, in 2001, Banca Commerciale Italiana S.p.A. was merged into the Gruppo Banca Intesa and the Intesa Sanpaolo Group's name was changed to "Banca Intesa Banca Commerciale Italiana S.p.A.". On 1 January 2003 the corporate name was changed to "Banca Intesa S.p.A.".

Sanpaolo IMI S.p.A.

Sanpaolo IMI S.p.A. ("**Sanpaolo IMI**") was formed in 1998 through the merger of Istituto Mobiliare Italiano S.p.A. ("**IMI**") and Istituto Bancario San Paolo di Torino S.p.A. ("**Sanpaolo**").

Sanpaolo originated from the "Compagnia di San Paolo" brotherhood, which was set up in 1563 to help the needy. The "Compagnia di San Paolo" began undertaking credit activities and progressively developed into a banking institution during the nineteenth century, becoming a public law credit institution (Istituto di Credito di Diritto Pubblico) in 1932. Between 1960 and 1990, Sanpaolo expanded its network nationwide through a number of acquisitions of local banks and medium-sized regional banks, ultimately reaching the level of a multifunctional group of national importance in 1991 after its acquisition of Crediop. On 31 December 1991, Sanpaolo became a stock corporation (*società per azioni*) with the name Istituto Bancario San Paolo di Torino Società per Azioni.

IMI was established as a public law entity in 1931 and during the 1980s it developed its specialist credit and investment banking services and, with Banca Fideuram, its professional asset management and financial consultancy services. IMI became a joint stock corporation (società per azioni) in 1991.

The merger between Banca Intesa and Sanpaolo IMI and the creation of Intesa Sanpaolo S.p.A.

The boards of directors of Banca Intesa and Sanpaolo IMI unanimously approved the merger of Sanpaolo IMI with Banca Intesa on 12 October 2006 and the merger became effective on 1 January 2007. The surviving entity changed its name to Intesa Sanpaolo S.p.A., the parent company of the Intesa Sanpaolo Group.

Legal Status

Intesa Sanpaolo S.p.A. is a company limited by shares, incorporated in 1925 under the laws of Italy and registered with the Companies' Registry of Turin under registration number 00799960158. It is also registered on the National Register of Banks under no. 5361 and is the parent company of "Gruppo Intesa Sanpaolo". Intesa Sanpaolo S.p.A. operates subject to the Banking Law.

Registered Office

The Issuer's registered office is at Piazza San Carlo 156, 10121 Turin (Italy) and its telephone number is +39 0115551. Intesa Sanpaolo's secondary office is at Via Monte di Pietà 8, 20121 Milan (Italy).

Website

The Issuer's website is https://www.intesasanpaolo.com/. The information on the website does not form part of this Base Prospectus unless information contained therein is incorporated by reference into this Base Prospectus.

Objects

The objects of the Issuer are deposit-taking and the carrying-on of all forms of lending activities, including through its subsidiaries. The Issuer may also, in compliance with laws and regulations applicable from time to time and subject to obtaining the required authorisations, provide all banking and financial services, including the establishment and management of open-ended and closed-ended supplementary pension schemes, as well as the performance of any other transactions that are incidental to, or connected with, the achievement of its objects.

Ratings

The credit ratings assigned to the Issuer are the following:

- BBB (high) [(1)] by DBRS Morningstar;
- BBB- [(2)] by Fitch Ratings;
- Baa1 [(3)] by Moody's; and
- BBB [(4)] by S&P Global Ratings.

[(1)] BBB (high): Adequate credit quality. The capacity for the payment of financial obligations is considered acceptable. May be vulnerable to future events. **(Source: DBRS Morningstar)**
[(2)] BBB: Good credit quality. 'BBB' ratings indicate that expectations of default risk are currently low. The capacity for payment of financial commitments is considered adequate, but adverse business or economic conditions are more likely to impair this capacity. Within rating categories, Fitch may use modifiers. The modifiers "+" or "-" may be appended to a rating to denote relative status within major rating categories. **(Source: Fitch Ratings)**
[(3)] Baa1: issuers rated Baa are subject to moderate credit risk. Their bonds are considered medium-grade and as such may possess speculative characteristics. Moody's appends numerical modifiers 1, 2, and 3 to each generic rating classification from Aa through Caa. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category. **(Source: Moody's)**
[(4)] BBB: adequate capacity to meet financial commitments. However, adverse economic conditions or changing circumstances are more likely to weaken the obligor's capacity to meet its financial commitments. **(Source: S&P Global Ratings)**

Share Capital

As at 14 May 2020, the Issuer's issued and paid-up share capital amounted to €9,085,663,010.32, divided into 17,509,728,425 ordinary shares without nominal value. Since 14 May 2020, there has been no change to the Issuer's share capital.

The Issuer is not aware of any arrangements currently in place, the operation of which may at a subsequent date result in a change of control of the Issuer.

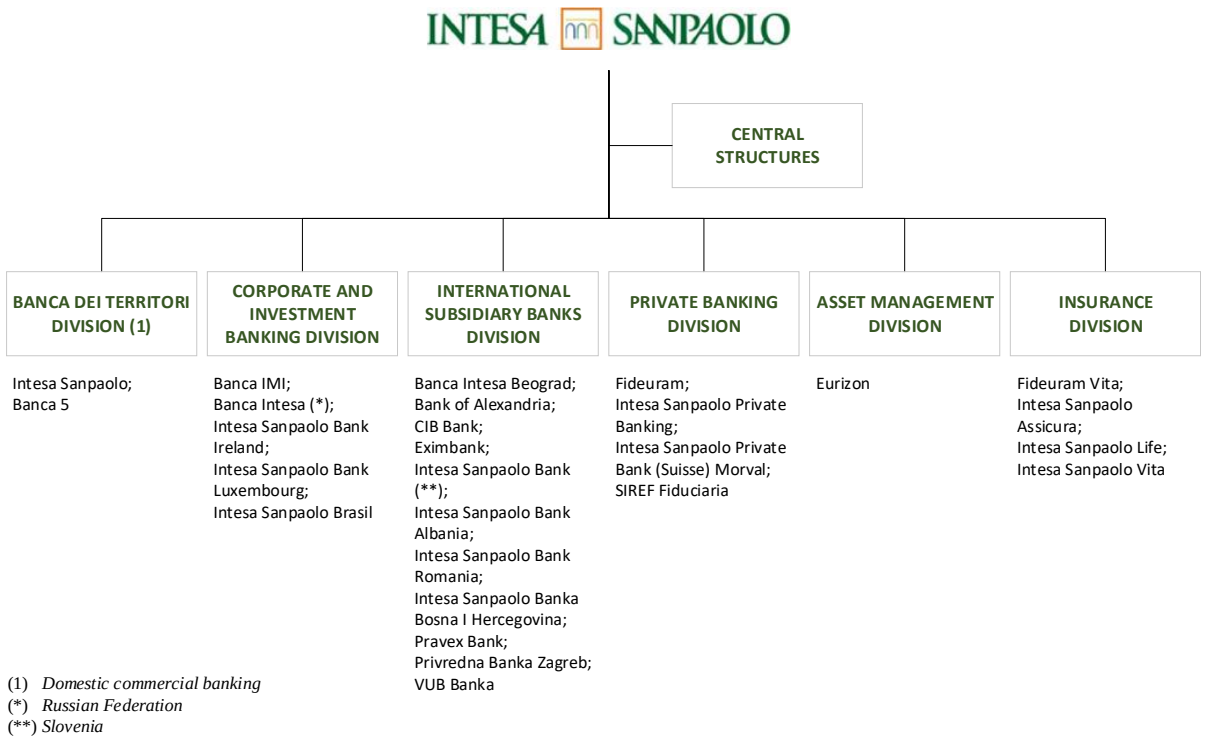
Information on the material changes in the issuer's borrowing and funding structure since the last financial year

Since 31 December 2019, the closing date of the last financial year, there have been no substantial changes in the Issuer's financing and borrowing structure.

Description of the expected financing of the issuer's activities

Group liquidity remains high: as at 31 December 2019, both the regulatory indicators LCR (Liquidity Coverage Ratio) and NSFR (Net Stable Funding Ratio), also adopted as internal liquidity risk measurement metrics, were well above fully phased-in requirements established by Regulation 575/2013 and Directive 2013/36/EU. At the end of December, the Central Banks eligible liquidity reserves came to 190 billion Euro (175 billion Euro at the end of December 2018), of which 118 billion Euro, net of haircut, was unencumbered (89 billion Euro at the end of December 2018) and unused. The loan to deposit ratio at the end of December 2019, calculated as the ratio of loans to customers to direct deposits from banking business, came to 93% (95% at the end of 2018). In terms of funding, the extensive branch network remains a stable, reliable source: 80% of direct deposits from banking business come from retail operations (338 billion Euro). The Group's participation in the ECB's TLTRO II financing transactions at the end of December 2019 amounted to approximately 49 billion (approximately 60.5 billion at the end of 2018).

Organisational Structure as at 31 December 2019



The Intesa Sanpaolo Group is a provider of financial products and services to both households and businesses.

The Intesa Sanpaolo Group has 11.8 million customers and approximately 3,800 branches in Italy and a strategic international presence, with approximately 1,100 branches and 7.3 million customers comprising subsidiaries operating in commercial banking in 12 countries in Central Eastern Europe and Middle Eastern and North African areas.

The Intesa Sanpaolo Group operates through six divisions:

(a) The **Banca dei Territori division**: focuses on the market and centrality of the territory for stronger relations with individuals, small and medium-sized businesses and non-profit entities. The division

includes the activities in industrial credit, leasing and factoring, and - through Banca 5 - in instant banking.

(b) The **Corporate and Investment Banking division**: a global partner which supports, taking a medium-long term view, the balanced and sustainable development of corporates and financial institutions, both nationally and internationally. Its main activities include capital markets and investment banking carried out through Banca IMI. The division is present in 25 countries where it facilitates the cross-border activities of its customers through a specialist network made up of branches, representative offices and subsidiary banks focused on corporate banking. The division operates in the public finance sector as a global partner for public administration.

(c) The **International Subsidiary Banks division**: includes the following commercial banking subsidiaries: Intesa Sanpaolo Bank Albania in Albania, Intesa Sanpaolo Banka Bosna i Hercegovina in Bosnia and Herzegovina, Privredna Banka Zagreb in Croatia, the Prague branch of VUB Banka in the Czech Republic, Bank of Alexandria in Egypt, Eximbank in Moldova, CIB Bank in Hungary, Intesa Sanpaolo Bank Romania in Romania, Banca Intesa Beograd in Serbia, VUB Banka in Slovakia and Intesa Sanpaolo Bank in Slovenia and Pravex Bank in Ukraine.

(d) The **Private Banking division**: serves the customer segment consisting of private clients and high net worth individuals with the offering of products and services tailored for this segment. The division includes Fideuram - Intesa Sanpaolo Private Banking with 5,902 private bankers.

(e) The **Asset Management division**: asset management solutions targeted at the Intesa Sanpaolo Group's customers, commercial networks outside the Intesa Sanpaolo Group, and the institutional clientele. The division includes Eurizon with €260 billion of assets under management.

(f) The **Insurance division**: insurance and pension products tailored for the Intesa Sanpaolo Group's clients. The division includes Intesa Sanpaolo Vita, Intesa Sanpaolo Life, Fideuram Vita and Intesa Sanpaolo Assicura with direct deposits and technical reserves of €164 billion.

Intesa Sanpaolo S.p.A. in the last two years

Intesa Sanpaolo S.p.A. in 2018 – highlights

On 10 January 2018, Intesa Sanpaolo communicated that the Bank is considering strategic options involving the NPL servicing activity, which include a disposal of a bad loan portfolio of the Group, as part of the upcoming business plan.

Such options do not modify the commitment of Intesa Sanpaolo S.p.A. to distribute €3.4 billion cash dividends for 2017, which is confirmed.

At a meeting of the Board of Directors of Intesa Sanpaolo S.p.A. on 6 February 2018, the Board of Directors of Intesa Sanpaolo S.p.A. decided to submit, alongside its approval of the Group's 2018-2021 business plan, a long-term incentive plan (the "**Incentive Plan**") for the approval of shareholders, who will be summoned to the meeting scheduled for 27 April 2018. The Incentive Plan is based on Intesa Sanpaolo S.p.A. financial instruments and is reserved for all Group employees in Italy. The Incentive Plan is a tool facilitating a broad-based shareholding in the capital of the Bank, aimed at enhancing the role of employees as key enablers in the achievement of the business plan's results.

The Incentive Plan consists of two systems:

with regard to top management, risk takers and key managers, it provides for the assignment of equity call options on Intesa Sanpaolo S.p.A. ordinary shares (POP – Performance-based Option Plan);

with regard to all the other Group employees, it provides for:

(i) the assignment of new ordinary shares of Intesa Sanpaolo S.p.A. deriving from a share capital increase without payment and, as an alternative choice for employees,

(ii) the opportunity to subscribe to an Investment Plan in a certain proportion to the number of shares received free of charge.

This Incentive Plan is based on new Intesa Sanpaolo S.p.A. ordinary shares deriving from a capital increase with payment, reserved for employees and at a discounted issue price (LECOIP 2.0 – Leveraged Employee Co-Investment Plan).

In detail, the POP Incentive Plan stipulates that performance conditions must be applied for incentives to be actually awarded, in relation to specific key objectives to be achieved over the course of the business plan. It does not envisage any protection of the initial assignment to the employee.

The related documentation will be made available to shareholders and the public in accordance with regulations in force and within the period of time provided by law.

The Incentive Plan is subject to authorisations being received from the competent authorities.

Assuming all employees subscribe to the Incentive Plan, the total number of ordinary shares to be issued in the capital increase without payment and in the capital increase with payment is estimated to be equal to a maximum number representing around 3.5% of the ordinary share capital following the increase and 3.4% of the total share capital (comprising the ordinary shares and the savings shares) of Intesa Sanpaolo S.p.A. following the increase.

The Board of Directors of Intesa Sanpaolo S.p.A. announced that as of 6 February, 2018 it has resolved, concurrently with the approval of the 2018-2021 business plan, to submit to the shareholders' meeting a proposal for the mandatory conversion of savings shares of Intesa Sanpaolo S.p.A. into ordinary shares of Intesa Sanpaolo S.p.A., on the basis of a conversion ratio of 1.04 ordinary shares per each savings share, without any payment of cash adjustments (the "**Conversion**") and along with the concurrent removal from the Articles of Association of the nominal value indication with regard to the Bank's shares.

Therefore, the Board of Directors has called the extraordinary shareholders' meeting, on single call, to take place on 27 April 2018, at the new headquarters in Turin, with entrance in Corso Inghilterra no. 3, at 10:00 of 27 April 2018, in order to resolve upon the following item of the agenda:

Mandatory Conversion of savings shares into ordinary shares and concurrent removal of the indication of nominal value for the shares of Intesa Sanpaolo S.p.A. from the Articles of Association.

Amendment of Articles 5 and 29 and removal of Article 30 of the Articles of Association. Pertinent and consequent resolutions.

The Board of Directors has also called the special meeting of savings shareholders, on single call, to take place on 27 April 2018, at the new headquarters in Turin, with entrance in Corso Inghilterra no. 3, at 16:00 of 27 April 2018 and in any case at the end of the meeting of ordinary shareholders, in order to resolve upon the following item of the agenda:

1. Approval, pursuant to Article 146, paragraph 1, letter b) of Legislative Decree no. 58 of 24 February 1998, of the resolutions of the extraordinary shareholders' meeting concerning the Mandatory Conversion of the company's savings shares into ordinary shares of the same company, as well as the removal of the indication of the nominal value of the shares from the Articles of Association and the relative amendments to the Articles of Association. Pertinent and consequent resolutions.

The effectiveness of the Conversion, should it receive the approval of the extraordinary shareholders' meeting, will be conditioned upon:

- the approval of the Conversion by the special savings shareholders' meeting;

- the authorisations of the European Central Bank required under the current legal and regulatory framework, for the purposes of the amendments to the Articles of Association, the inclusion of the ordinary shares that are issued in connection with the Conversion in the CET 1 and the possible purchase by the company of own shares at the end of the liquidation procedure relating to withdrawing shareholders; and

- the amount owed to those who elect to exercise the withdrawal right not exceeding €400 million at the end of the pre-emption and pre-emptive rights offering period concerning any offer to the Intesa Sanpaolo S.p.A. shareholders of the shares held by the withdrawing savings shareholders pursuant to Art. 2437-*quater*, par. 1 and 2 of the Italian Civil Code.

The conversion ratio has been set by the Board of Directors on the basis of, *inter alia*, the report of an independent expert and includes an implied premium on the savings shares' price equal to:

- 3.4% in relation to the last stock exchange closing price of 5 February 2018;

- 3.3% in relation to the average price registered in the past month;

- 4.4% in relation to the average price registered in the past 3 months.

Since the resolution approving the Conversion implies an amendment to the company's Articles of Association regarding voting and participation rights, the savings shareholders who do not take part in the approval of the related resolution of the special savings shareholders' meeting will be entitled to exercise the right of withdrawal pursuant to Art. 2437, par. 1 (g) of the Italian Civil Code (the "**Withdrawal Right**"). The liquidation value of each savings share was calculated in accordance with Art. 2437-*ter* of the Italian Civil Code and set by the Board of Directors at €2.74, equal to the arithmetic average of closing prices of the savings shares on the market in the six months prior to the date of publication of the notice of call of the special savings shareholders' meeting (6 February 2018). The Articles of Association do not derogate from the abovementioned legal criteria.

Should any of the aforesaid savings shareholders exercise the Withdrawal Right, it will be necessary to liquidate their shareholdings in accordance with the liquidation procedure provided under Art. 2437-*quater* of the Italian Civil Code. In the context of said liquidation procedure, the company may be required to repurchase the shares from the withdrawing shareholders that are not purchased by the other shareholders or possibly placed on the market at their liquidation value. For this reason, the Board of Directors will propose among the items on the agenda for the extraordinary shareholders' meeting set for 27 April 2018 also the authorisation of the sale of shares that may be purchased in the light of this procedure, in order to allow the company to liquidate an investment which would be otherwise fully deducted from shareholders' equity and CET 1 (Common Equity Tier 1) due to their quality as own shares. The maximum amount of shares which are the subject matter of said authorisation will be equal to the number of ordinary shares resulting from the Conversion which will be purchased by the company at the end of the possible liquidation process in connection with the shares remaining at the end of the pre-emption/pre-emptive offer.

The documentation concerning the abovementioned proposals of shareholder meeting resolutions will be made publicly available in accordance with the provisions set out in the current legal framework.

Please note that:

- the ordinary shares that will be issued to service the Conversion will bear regular dividend rights;

- it is foreseen that the date of effectiveness of the Conversion – where the relevant conditions have been fulfilled – shall fall after the ex-right date of dividends relating to the financial year ended 31 December 2017 (set for 21 May 2018); said dividend shall therefore be distributed to both ordinary and savings shareholders in accordance with the Articles of Association in place prior to the Conversion (Art. 29.3 of the Articles of Association);

- the withdrawal procedure will commence and will conclude after the ex-right date of the dividends relating to the financial year ended 31 December 2017, and the savings shareholders who exercise the

Withdrawal Right – as well as those who do not exercise such right – will receive such privileged dividend in accordance with Art. 29.3 of the Articles of Association currently in force.

The Conversion will be directed at all holders of savings shares.

The effective date of the Conversion shall be agreed with Borsa Italiana S.p.A. and made publicly available on the website of the company and in at least one national daily newspaper, in accordance with Art. 72, par. 5, of the Issuers' Regulation – CONSOB resolution no. 11971/1999. With same notice, the company will provide details on the modalities of assignment of the ordinary shares resulting from the conversion ratio and on the management of any fractions of shares resulting from the conversion ratio. On the same date, the savings shares shall be revoked from listing on the Mercato Telematico Azionario, organised and managed by Borsa Italiana S.p.A., and the ordinary shares resulting from the Conversion will be listed on the Mercato Telematico Azionario, organised and managed by Borsa Italiana S.p.A.

The Conversion is aimed at rationalising and simplifying the capital structure of Intesa Sanpaolo S.p.A., as well as simplifying the company's corporate governance by aligning all shareholder rights. Furthermore, with respect to the capital requirements provided under the supervisory regulations, it is worth noting that the nominal value of the savings shares – unlike that of ordinary shares – is not included in the CET 1 (Common Equity Tier 1) but is included in Additional Tier 1 capital. Therefore, assuming a scenario in which all savings shares are converted, the CET 1 ratio of the Intesa Sanpaolo Group would register – on the basis of the figures as at 31 December 2017 and all other terms being equal – an increase equal to 18 bps. Such increase would instead be equal to 3 bps if withdrawals entail the company to incur the maximum costs provided in the conditions upon which the effectiveness of the Conversion is subject and should the ordinary shares remaining post-Conversion (and therefore purchased by the company) not be sold.

Should all of the savings shares be converted into ordinary shares, the voting rights of the ordinary shareholders will be diluted by approximately 5.8%. In the instance of maximum costs being incurred by the company following the exercise of Withdrawal Rights (without placement of the shares purchased in the context of the abovementioned liquidation procedure on the market), said dilution will instead be equal to approximately 4.9%.

The economic dilution, following the increase in the total number of shares due to the conversion ratio of 1.04 ordinary shares per each savings share, will be equal to approximately 0.2 per cent. in the case of all of the savings shares being converted into ordinary shares, while the Conversion would be accretive by approximately 0.7 per cent. in the case of maximum costs being incurred by the company following the exercise of Withdrawal Rights without placement of the shares purchased on the market.

On 17 April 2018, Intesa Sanpaolo S.p.A. published a press release with the following wording:

"Following approval by Intesa Sanpaolo's Board of Directors of the offer that the Bank received from Intrum, Intesa Sanpaolo and Intrum today reached a binding agreement to form a strategic partnership in respect of non-performing loans (NPLs), involving the two transactions outlined below.

- The creation of a leading servicer in the Italian NPL market, through the integration of the Italian NPL platforms of Intesa Sanpaolo and Intrum, with the following features:
    - around €40 billion serviced;
    - 51% of the new platform to be held by Intrum and 49% to be held by Intesa Sanpaolo;
    - a 10-year contract for the servicing of Intesa Sanpaolo bad-loan portfolios ("*sofferenze*"), with terms and conditions in line with market standards;
    - major commercial development plans of the new platform in the domestic market;
    - around 1,000 employees involved, including around 600 people from the Intesa Sanpaolo Group in respect of whom discussion will be held with the Trade Unions also with the aim of enabling the partnership to further enhance the human resources concerned.

- Disposal and securitisation of a sizeable bad-loan portfolio of the Intesa Sanpaolo Group – a landmark transaction for the Italian market – amounting to €10.8 billion of gross book value at a price in line with the carrying value already reckoned for the portion of the Group's bad loans which has disposability features, taking into account the sale scenario. The capital of the securitisation vehicle will be structured as follows, in order to obtain the full accounting and regulatory derecognition of the portfolio at the closing date (expected in November 2018):

    - a Senior Tranche equivalent to 60% of the portfolio price, to be underwritten by a pool of leading banks;

    - Junior and Mezzanine Tranches equivalent to the remaining 40% of the portfolio price, to be underwritten by a vehicle (51%) - to be participated by Intrum and one or more co-investors, but however to act as a single investor for governance purposes - and by Intesa Sanpaolo (49%).

The aforementioned transactions, which are subject to authorisations being received from the competent authorities, envisage a valuation of around €0.5 billion for the servicing platform of Intesa Sanpaolo and around €3.1 billion for the bad-loan portfolio to be securitised.

The agreement underpins the de-risking strategy envisaged by Intesa Sanpaolo in its 2018-2021 Business Plan and will result in:

- reduction in the gross NPL ratio to single digit (down to 9.6% from 11.9%, when considering 2017 year-end figures);

- proven ability of Intesa Sanpaolo to dispose of a sizeable amount of NPLs at no extraordinary cost to shareholders;

- a net capital gain of around Euro 400 million in the consolidated income statement;

- meeting the Supervisors' expectations in respect of Italian banks' NPL reduction;

- possible further improvement in the recovery on the bad-loan portfolio retained by Intesa Sanpaolo due to the partnership with a leading international player, benefitting from combined skills, capabilities and resources;

- potential future value creation through the development of a best-in-class platform in Italy, which is one of the largest European markets for NPL servicing."

On 27 April 2018, Intesa Sanpaolo published a press release with the following wording:

"*The Meeting of Ordinary Shareholders and the Special Meeting of Savings Shareholders were held today.*

At the Meeting of Ordinary Shareholders, the resolutions detailed below were passed.

Ordinary part

Item 1 on the agenda: 2017 financial statements a) Approval of the parent company's 2017 financial statements b) Allocation of net income for the year and distribution to shareholders of dividend and part of the Share Premium Reserve. The Shareholders approved the parent company's 2017 financial statements. The Shareholders also adopted a resolution to distribute €1,353,639,567.85 as dividends on the net income for the year (corresponding to 8 euro cents on each of the 15,859,786,585 ordinary shares and 9.1 euro cents on each of the 932,490,561 savings shares) and €2,065,450,088.96 as a reserve assignment from the Share Premium Reserve (corresponding to 12.3 euro cents on each ordinary share and savings share) for a total amount of €3,419,089,656.81. The reserve assignment will be subject to the same tax regime as the distribution of dividends. Dividends not distributed in respect of any own shares the Bank holds at the record date shall be allocated to the extraordinary reserve. The dividend payment will take place from 23 May 2018 (with coupon

presentation on 21 May and record date on 22 May). The dividend yield is 6.4% per ordinary share and 6.5% per savings share based on today's stock price.

Item 2 on the agenda: Increase in the compensation of the Independent Auditors for the assignment of the statutory audit. The Shareholders approved the proposal regarding the updating of the economic terms and conditions currently set out for the assignment of the statutory audit granted to KPMG S.p.A., resulting in an increase - for each of the financial years 2017-2020 - of €140,000, as a result of the increased activities deriving from the entry into force of Legislative Decree no. 135/2016 and Regulation EU no. 537/2014.

Item 3 on the agenda: Remuneration and own shares.

2018 remuneration policies for employees and other staff not bound by an employment agreement and for certain categories governed by an agency contract. The Shareholders approved the remuneration policies for 2018, as described in the Report on Remuneration, Section I, 4 "*Remuneration policy for employees and staff not bound by an employment agreement*" and Section I, 5 "*Remuneration policy for certain categories governed by an agency contract*". The Shareholders also voted in favour of the procedures for the adoption and implementation of the remuneration policies, as described in the Report on Remuneration, Section I, 1 "*Procedures for adoption and implementation of the remuneration policies*".

Confirmation of the increase in the cap on the variable-to-fixed remuneration to all Risk Takers that are not part of the Corporate Control Functions. The Shareholders approved the proposal to confirm the increase in the cap on the variable-to-fixed remuneration from 1:1 to 2:1 to the population identified as Risk Takers not belonging to the Corporate Control Functions.

Approval of the 2017 Annual Incentive Plan based on financial instruments. The Shareholders approved the share-based Incentive Plan for 2017 covering Risk Takers who accrue a bonus in excess of the so-called "materiality threshold", and those Managers or Professionals who are not Risk Takers and accrue "relevant bonuses". The Plan provides for the free assignment of Intesa Sanpaolo ordinary shares to be purchased on the market.

Authorisation to purchase and dispose of own shares to service the 2017 Annual Incentive Plan. The Shareholders authorised the purchase and disposal of own shares to ensure implementation of the Incentive Plan. In accordance with this authorisation:

- Intesa Sanpaolo ordinary shares will be purchased, in one or more tranches, up to a maximum number and a maximum percentage of the Intesa Sanpaolo share capital calculated by dividing the comprehensive amount of approximately €40,000,000 by the official price recorded today by the Intesa Sanpaolo share. As the official price recorded today by the Intesa Sanpaolo ordinary shares was €3.153, the maximum number of shares to be purchased on the market to meet the total requirement of the aforementioned Incentive Plan of the Intesa Sanpaolo Group as a whole amounts to 12,686,330. This represents around 0.08% of the ordinary share capital and of the total share capital (comprising ordinary shares and savings shares);

- the purchase of shares will be executed in compliance with the provisions included in Articles 2357 and following of the Italian Civil Code, within the limits of distributable income and available reserves, as determined in the financial statements most recently approved. Pursuant to Article 132 of Legislative Decree no. 58 of 24 February 1998 and Article 144-*bis* of the Issuers' Regulation and subsequent amendments, purchases will be executed on regulated markets in accordance with trading methods laid down in market rules, in full accordance with the regulatory requirements as to equality of treatment among shareholders, the measures preventing market abuse, as well as the market practices permitted by CONSOB. By the date the Group-level purchase programme begins – disclosure of which will be made to the market as required by the regulations – the subsidiaries will have completed the procedure for seeking equivalent authorisation at their shareholders' meetings, or from the bodies with jurisdiction over such matters within their structures;

- in accordance with the authorisation obtained at the Shareholders' Meeting today, which is effective for up to 18 months, purchases will be executed at a price identified on a case-by-case basis, net of

accessory charges, within a minimum and maximum price range. This price will be determined using the following criteria: the minimum purchase price will not be lower than the reference price of the share recorded in the stock market session on the day prior to each single purchase transaction, less 10%; the maximum purchase price will not be higher than the reference price the share recorded in the stock market session on the day prior to each single purchase transaction, plus 10%. At any rate, the purchase price will not be higher than the higher of the price of the last independent trade and the highest current independent bid on the market;

- pursuant to Article 2357-*ter* of the Italian Civil Code, the Shareholders authorised the disposal on the regulated market of own ordinary shares exceeding the Incentive Plan's requirements under the same conditions as those applied to the purchases and at a price no lower than the reference price of the share in the stock market session on the day prior to each single particular transaction, less 10%. Alternatively, these shares may be retained to service possible future incentive plans and/or possible remuneration granted the event of early termination of the employment relationship (Severance).

Approval of the 2018-2021 POP (Performance Call Option) Long-term Incentive Plan for Top Management, Risk Takers and Key Managers. The Shareholders approved the 2018-2021 POP (Performance Call Option) Long-term Incentive Plan for Top Management, Risk Takers and Key Managers in Italy.

Approval of the 2018-2021 LECOIP 2.0 Long-term Incentive Plan for all employees that are not recipients of the POP Plan. The Shareholders approved a plan based on financial instruments called Leveraged Employee Co-Investment Plan - LECOIP 2.0. This Plan is open to all employees, meaning by that all Professionals and Managers in Italy, with the exception of Top Management, Risk Takers and Key Managers, who are eligible to take part in the POP Plan.

Extraordinary part

Item 1 on the agenda: Mandatory Conversion of savings shares into ordinary shares and concurrent removal of the indication of nominal value for the shares of Intesa Sanpaolo from the Articles of Association. Amendment of Articles 5 and 29 and removal of Article 30 of the Articles of Association. Pertinent and consequent resolutions.

Shareholders:

- approved the mandatory conversion of the outstanding savings shares – following the cancellation of 61 savings shares by an authorised intermediary, with the reduction of said shares to no. 932,490,500 – into no 969,790,120 ordinary shares of the Company, the latter to consist in newly issued shares, with regular economic rights and having the same features of the ordinary shares outstanding at the date of the conversion, at a conversion ratio, equal to no. 1.04 ordinary shares for each savings share with concurrent removal of the indication of the nominal value of all of the shares of Intesa Sanpaolo S.p.A. outstanding as at the relative date of effectiveness of the conversion, pursuant to Articles 2328 and 2346 of the Italian Civil Code, so that the corporate share capital remains unchanged and divided into only ordinary shares;

provided that the mandatory conversion of the savings shares in accordance with the above (and therefore also the effectiveness of any withdrawals that may be exercised by the savings shareholders entitled thereto and of the cancellation of the 61 savings shares) take place subject to:

(i) the approval of the mandatory conversion, along with the relative amendments to the Articles of Association, pursuant to Article 146, paragraph 1, letter b) of Legislative Decree no. 58 of 1998 by the special meeting of the savings shareholders;

(ii) the authorisations of the European Central Bank required under the current legal and regulatory framework, for the purposes of the amendments to the Articles of Association, the inclusion of the ordinary shares that are issued in connection with the conversion in the CET 1 and the possible purchase by the Company of own shares at the end of the liquidation procedure relating to withdrawing shareholders; and

(iii) the amount owed to those who elect to exercise the withdrawal right not exceeding €400 million at the end of the pre-emption and pre-emptive rights offering period concerning any offer to the Intesa Sanpaolo shareholders of the shares held by the withdrawing savings shareholders pursuant to Article 2437-*quater*, paragraphs 1 and 2 of the Italian Civil Code;

- approved the amendment to Articles 5, with sole regard to paragraph 5.1, and 29 of the Company's Articles of Association;

- granted powers and mandate to the Board of Directors and to the Chairman of the Board of Directors and the Chief Executive Officer, severally and with full power to sub delegate, to carry out all actions deemed necessary or appropriate to fully implement the above resolutions, including without limitation, (i) to define any additional terms and conditions of the Mandatory Conversion, including, *inter alia*, the date on which such conversion will be effective upon agreement with Borsa Italiana S.p.A., which must fall after the ex-right date of dividends relating to the financial year ended 31 December 2017; (ii) to define the terms and conditions of the procedure relating to the exercise of the right of withdrawal to which savings shareholders are entitled pursuant to Article 2437, paragraph 1, letter g) of the Italian Civil Code; (iii) to carry out the liquidation process of the savings shares which are the subject matter of the withdrawal process, also purchasing if necessary such shares using the available reserves; and (iv) to carry out any other formality and actions in relation to the overall number of outstanding shares as at the date of effectiveness of the conversion and to obtain the necessary authorisations for the above resolutions and, generally, any other authorisation to fully implement the resolutions, together with any necessary power thereof, with no exclusion and exemption, including the power to fulfil any requests made by the relevant Supervisory Authorities as well as to proceed with the deposit and the registration with the Company Register of the updated Articles of Association with the approved amendments thereto;

- authorised the Board of Directors to sell the Company's own shares that may be bought as a consequence of rights of withdrawal being exercised, at the end of the liquidation process pursuant to Article 2437-*quater* of the Italian Civil Code, without limitation, for a consideration which shall not be lower than the share reference price on the trading day preceding each sale with a 10% discount, specifying that the disposal may be carried out on the market or off the market, as spot and/or forward transactions.

Item 2 on the agenda: Mandate to the Board of Directors to increase the share capital pursuant to Article 2443, as well as Article 2349, paragraph 1, and Article 2441, paragraph 8 of the Italian Civil Code for the purposes of implementing the 2018-2021 LECOIP 2.0 Long-term Incentive Plan based on financial instruments, referred to under item 3f) of the ordinary part, and consequent amendment of Article 5 (Share Capital) of the Articles of Association.

The Shareholders granted powers, pursuant to Article 2443 of the Italian Civil Code, to the Board of Directors of Intesa Sanpaolo to carry out:

- a share capital increase without payment, in one or more tranches, by 27 October 2019, pursuant to Article 2349, paragraph 1 of the Italian Civil Code, for a maximum amount of €400,000,000 (inclusive of share premium) with the issuance of up to 170,000,000 ordinary shares of Intesa Sanpaolo;

- a share capital increase with payment, in one or more tranches, by 27 October 2019, for a maximum amount of €1,200,000,000 (inclusive of share premium, and net of discount), excluding option rights in favour of the employees of the Intesa Sanpaolo Group, pursuant to Article 2441, paragraph 8 of the Italian Civil Code, with the issuance of up to 555,000,000 ordinary shares of Intesa Sanpaolo. The share issue price will be inclusive of a discount from the market price of ordinary shares of Intesa Sanpaolo, calculated as the average of market prices observable in the 30-day period immediately prior to the issue date.

- The determination of the maximum number of ordinary shares to be issued shall depend on the issue price, which shall be determined by the Board of Directors. Assuming all employees adhere to the Professional Plan and the Manager Plan, the two share capital increases would have a dilutive effect of

3.5% on the ordinary share capital of Intesa Sanpaolo on the assumption that the share price is €3, and of 4.4% on the assumption that the maximum amount of shares per the Shareholders' Meeting resolution is issued in a stress scenario at an price of €2.4. Assuming, in addition, that all savings shares are converted into ordinary shares, the dilutive effect would be equal to around 4.1% of the total share capital post-conversion of the savings shares.

As regards the amendments to the Articles of Association approved at the Shareholders' Meeting, the European Central Bank has already released the verification, required under Article 56 of Legislative Decree 385/1993, that is needed to start procedures for entry in the Company Register.

The Special Meeting of Savings Shareholders, which followed the Meeting of Ordinary Shareholders, resolved on the only item on the agenda, in accordance with Article 146, paragraph 1, letter b) of Legislative Decree no. 58 of 24 February 1998, and approved, to the extent of its responsibility, the resolution passed in the extraordinary session, item 1 on the agenda, of the Meeting of Ordinary Shareholders, as reported above."

Intesa Sanpaolo: Assignment and Subscription of Ordinary Shares Reserved For Employees Under The 2018-2021 Lecoip 2.0 Long-Term Incentive Plan

On 11 July 2018, Intesa Sanpaolo published a press release with the following wording:

"Intesa Sanpaolo hereby communicates the number of Intesa Sanpaolo ordinary shares that have been assigned to the Group's employees and Intesa Sanpaolo ordinary shares that have been subscribed to by the Group's employees, as well as the corresponding number of Certificates issued by J.P. Morgan, i.e. the financial instruments, representative of the abovementioned shares, that the Group's employees receive under the 2018-2021 LECOIP 2.0 Long-term Incentive Plan. The Plan, which is based on financial instruments, was approved at the Shareholders' Meeting of 27 April 2018 and has already been disclosed to the market.

The LECOIP 2.0 Plan provides for:

- the assignment, free of charge, to employees, of new Intesa Sanpaolo ordinary shares deriving from a capital increase without payment ("**Free Shares**"), for an amount equivalent to the Variable Result Bonus advance for 2018;

- the assignment, also free of charge, to employees, of additional new Intesa Sanpaolo ordinary shares deriving from the same capital increase without payment ("**Matching Shares**") and the subscription by employees to new Intesa Sanpaolo ordinary shares deriving from a capital increase with payment, reserved for employees, through the issue of shares at a discounted price ("**Discounted Shares**").

Certificates are divided into two categories, and have different characteristics according to whether they are reserved for Professionals or for Managers employed by the Group in Italy. Certificates reflect the terms of certain options that have Intesa Sanpaolo ordinary shares as their underlying instruments, and will allow subscribers to receive, at maturity, in the absence of trigger events, an amount in cash (or in Intesa Sanpaolo ordinary shares) that is equal to the original market value of the Free Shares and the Matching Shares with regard to Professionals and 75% of this value with regard to Managers, plus a portion of any appreciation, compared to the original market value, related to the amount of the Free Shares, Matching Shares and Discounted Shares.

Today, 25,147,152 Free Shares and 47,411,243 Matching Shares were assigned to the Group's employees, and 507.908.765 Discounted Shares were subscribed to by the Group's employees. The numbers were calculated on the basis of the arithmetic average of the Volume Weighted Average Price (VWAP) of the Intesa Sanpaolo ordinary shares recorded on each working day in the 30 calendar days preceding 11 July 2018, which is equal to €2.5416. Consequently, a total number of 72,558,395 Certificates - corresponding to the abovementioned sum of Free Shares plus Matching Shares - were today assigned to the Group's employees. In detail:

Category	**Number of Free Shares**	**Number of Matching Shares**	**Number of Discounted Shares**	**Number of Certificates**

Professionals	25,147,152	29,680,708	383,795,020	54,827,860
Managers		17,730,535	124,113,745	17,730,535
Total	25,147,152	47,411,243	507,908,765	72,558,395

Following the delegation of powers granted by the Shareholders' Meeting to the Board of Directors pursuant to Article 2443 of the Italian Civil Code, today:

- a share capital increase without payment was executed, pursuant to Article 2349, paragraph 1 of the Italian Civil Code, for an amount of €87,959,908.40, through the issue of 169,153,670 Intesa Sanpaolo ordinary shares with a nominal value of €0.52;

- a share capital increase with payment was executed, with the exclusion, pursuant to Article 2441, paragraph 8 of the Italian Civil Code, of the option right, in favour of the Intesa Sanpaolo Group's employees, for an amount of €264,112,557.80, through the issue of 507,908,765 Intesa Sanpaolo ordinary shares at a price of €2.1645 (applying a discount of 14.837% to the aforementioned arithmetic average of the VWAP recorded in the 30 calendar days preceding 11 July 2018), of which €0.52 of nominal value and €1.6445 of share premium.

The total number of shares issued in the capital increase with payment and the capital increase without payment represents 4.1% of the ordinary share capital and 3.9% of the total share capital (comprising ordinary shares and savings shares) of Intesa Sanpaolo after the capital increase.

The capital increase with payment leads to an increase in the Intesa Sanpaolo Group's consolidated shareholders' equity of €1,099 million, of which €264 million in share capital and €835 million in share premium reserve, and generates an increase in the Group's Common Equity Tier 1 ratio in the region of 40 basis points on the basis of the figures as at 31 March 2018."

On 1 August 2018, Intesa Sanpaolo published a press release with the following wording:

"Today, the Board of Directors of Intesa Sanpaolo S.p.A. ("**Intesa Sanpaolo**" or the "**Company**") resolved to proceed with the reimbursement through the purchase by the Company, pursuant to Article 2437-*quater*, paragraph 5 of the Italian Civil Code, of no. 14,962,024 savings shares of Intesa Sanpaolo following withdrawal that remained unsold (the "**Shares**") after the pre-emption and pre-emptive rights offering (the "**Offering**") which ended on 17 July 2018. This was in accordance with the resolution of the Special Meeting of savings shareholders of 27 April 2018 which approved the mandatory conversion of the Intesa Sanpaolo savings shares into ordinary shares (the "**Mandatory Conversion**") and the consequent amendments to the Company's Articles of Association.

Accordingly, the Shares will not be offered on the market, as permitted by Article 2437-*quater*, paragraph 4 of the Italian Civil Code. The Shares will be purchased by using available reserves of the Company at the liquidation value of the shares following withdrawal, set in accordance with the provisions under Article 2437-ter, paragraph 3 of the Italian Civil Code, of €2.74 each, with settlement date on 3 August 2018.

In accordance with the resolutions taken by the Extraordinary Meeting of the ordinary shareholders of Intesa Sanpaolo on 27 April 2018, the Shares purchased by the Company will be subsequently sold at a price of no less than the reference price recorded by the share in the stock market session on the day prior to each single disposal transaction, decreased by ten per cent.

Furthermore, it should be noted that:

- the settlement of the Shares and related operations following the exercise of the pre-emption and pre-emptive rights under the Offering shall take place on 3 August 2018;

- the last trading date of the Intesa Sanpaolo savings shares shall be 6 August 2018;

- the Mandatory Conversion of savings shares into ordinary shares will become effective on 7 August 2018 and, therefore, from that date only Intesa Sanpaolo ordinary shares will be traded on the Mercato Telematico Azionario of Borsa Italiana; once the Mandatory Conversion of the no. 932,490,500 savings shares into ordinary shares becomes effective, the share capital of Intesa Sanpaolo, fully subscribed and paid-in, equal to €9,084,056,582.12, will be composed of no. 17,506,639,140 ordinary shares without nominal value;

- any fractions resulting from the Mandatory Conversion of savings shares into ordinary shares will be managed by an intermediary appointed by the Company, with settlement in cash to be carried out by the beneficiaries' intermediaries."

On 7 August 2018 Intesa Sanpaolo communicated the new composition of its share capital resulting from the mandatory conversion of savings shares into ordinary shares, effective on the same date. Intesa Sanpaolo's fully subscribed and paid-in share capital thus amounts to €9,084,056,582.12, divided into 17,506,639,140 ordinary shares without nominal value.

On 12 September 2018, Intesa Sanpaolo launched and concluded an ordinary share buy-back programme. The programme executes a plan that assigns, free of charge, ordinary shares to the Group's employees; this covers the share-based incentive plan for 2017 reserved for Risk Takers who accrue a bonus in excess of the so-called "materiality threshold", as well as for those who, among Managers or Professionals that are not Risk Takers, accrue "relevant bonuses". In addition, the programme is implemented in order to grant, when certain conditions occur, severance payments to Risk Takers upon early termination of employment. The purchases were made in accordance with the terms authorised by the Shareholders' Meeting of Intesa Sanpaolo of 27 April 2018. The subsidiaries concerned also terminated their purchase programmes of Intesa Sanpaolo's shares to be assigned, free of charge, to their employees. The programmes were approved by their respective corporate bodies within their remits and are analogous to the programme approved at Intesa Sanpaolo's Shareholders' Meeting.

On the sole day of execution of the programme, the Intesa Sanpaolo Group purchased a total of 12,686,321 Intesa Sanpaolo ordinary shares, through Banca IMI (which was responsible for the programme execution), representing approximately 0.07% of the share capital of Intesa Sanpaolo, at an average purchase price of €2.291 per share, for a total value of €29,061,008. The Bank purchased 9,035,838 shares at an average purchase price of €2.287 per share, for a value of €20,668,935.

On 2 November 2018, Intesa Sanpaolo published a press release with the following wording:

"Intesa Sanpaolo was subject to the 2018 EU-wide stress test conducted by the European Banking Authority (EBA), in cooperation with the Bank of Italy, the European Central Bank (ECB), and the European Systemic Risk Board (ESRB).

Intesa Sanpaolo notes the announcements made today by the EBA on the EU-wide stress test and fully acknowledges the outcomes of this exercise.

The 2018 EU-wide stress test does not contain a pass fail threshold and instead is designed to be used as an important source of information for the purposes of the SREP. The results will assist competent authorities in assessing Intesa Sanpaolo's ability to meet applicable prudential requirements under stressed scenarios.

The adverse stress test scenario was set by the ECB/ESRB and covers a three-year time horizon (2018-2020). The stress test has been carried out applying a static balance sheet assumption as at December 2017, and therefore does not take into account future business strategies and management actions. It is not a forecast of Intesa Sanpaolo profits.

The Intesa Sanpaolo Common Equity Tier 1 ratio (CET1 ratio) resulting from the stress test for 2020, the final year considered in the exercise, would stand at:

- 13.04% on a phased-in basis, in accordance with the transitional arrangements for 2020, and 12.28% on a fully loaded basis, under the baseline scenario;

- 10.40% on a phased-in basis, in accordance with the transitional arrangements for 2020, and 9.66% on a fully loaded basis, under the adverse scenario.

This compares with the starting-point figure of 13.24% on a phased-in basis and 11.85% on a fully loaded basis, as at 31 December 2017 taking the impact of the first time adoption of IFRS 9 into account.

The CET1 ratio resulting from the stress test for 2020 under the adverse scenario would be 10.99% on a phased-in basis and 10.26% on a fully loaded basis when considering the capital increase executed on 11 July 2018 under the 2018-2021 LECOIP 2.0 Long-term Incentive Plan and the conversion of savings shares into ordinary shares finalised on 7 August 2018, other things being equal.

On 26 November 2018, Intesa Sanpaolo published a press release with the following wording: "Intesa Sanpaolo hereby communicates the new composition of its subscribed and paid-in share capital following the finalisation of the merger by incorporation of Cassa dei Risparmi di Forlì e della Romagna S.p.A. into Intesa Sanpaolo S.p.A.

The merger deed was signed on 10 October 2018 and registered in the competent Company Registers, with legal effects as of 26 November 2018. As a consequence, a total of 2,717,826 Intesa Sanpaolo ordinary shares, having no nominal value and regular dividend entitlement as coupon 42, were issued. This raised the share capital from €9,084,056,582.12 to €9,085,469,851.64, divided into 17,509,356,966 ordinary shares without nominal value."

On 3 December 2018, Intesa Sanpaolo published a press release with the following wording: "Following the obtainment of required authorisations from the relevant authorities, Intesa Sanpaolo and Intrum have finalised the agreement concerning the strategic partnership in respect of non-performing loans which was signed on 17 April 2018 and disclosed to the market on the same day. The agreement includes the creation of a servicing platform owned 51% by Intrum and 49% by Intesa Sanpaolo, and the disposal and securitisation of a bad-loan portfolio of the Intesa Sanpaolo Group.

The finalisation of the transaction generates a net capital gain of around €400 million for the Intesa Sanpaolo Group's consolidated income statement in the fourth quarter of 2018.

In compliance with the provisions of the "Guidelines on management of non performing and foreborne exposures" of the EBA, in 2017 Intesa Sanpaolo submitted to the ECB a plan for the reduction of non-performing loans, which was mainly focused on recovery activities by means of internal management. In the last part of 2017, – in light of the regulatory developments with the publication, in October, of the draft of the Addendum to the "NPL Guidance", 1] aimed to define the minimum levels of prudential provisioning for non-performing loans, and the guidelines of the Supervisory Authority provided for banks with non-performing exposures above average and concerning the need to proceed with more strength in the reduction of non-performing loans – Intesa Sanpaolo, in the preparation of the 2018–2021 Business Plan approved by the Board of Directors, identified, among the main items of concern, a significant de-risking to be realised also through the assignment of a portfolio of non-performing loans, later perfected at the end of 2018.

The reduction of non-performing loans, before the value adjustments, in the first six months of 2019 has been of approximately €1,7 billion from 31 December 2018, and of approximately €17 billion from December 2017 (approximately €6 billion excluding the transaction for the assignment of non-performing loans to Intrum which was perfected at the end of 2018), therefore already achieving in the first 18 months of the 2018–2021 Business Plan the 67% of the reduction objective set for the entire four-year period.

Intesa Sanpaolo in 2019 – Highlights

During the first nine months of 2019, the corporate simplification process envisaged by the business plan continued according to the established schedule.

Specifically, the deed of merger by incorporation of Intesa Sanpaolo Group Services into Intesa Sanpaolo was signed on 11 January. The merger took effect with respect to third parties on 21 January 2019, while the operations conducted by the incorporated company were posted to the financial statements of the absorbing company, including for tax purposes, effective from 1 January 2019.

On 1 February 2019, the merger between Intesa Sanpaolo Private Banking (Suisse) S.A. and Banque Morval S.A. was completed. After obtaining the authorisations from the competent supervisory authorities, the new bank was renamed Intesa Sanpaolo Private Bank (Suisse) Morval S.A. It was created to contribute to the strategic initiative outlined in the 2018-2021 business plan of the Intesa Sanpaolo Private Banking Division. The new company, which the London branch also reports to, is continuing the process of international expansion already begun by Fideuram – Intesa Sanpaolo Private Banking. The main branches (Geneva and Lugano) and the international network of private bankers will enable the expansion of the geographical footprint to high-potential countries, particularly in the Middle East and South America.

On 5 February 2019, the deeds were also signed for the merger by incorporation of Cassa di Risparmio di Pistoia e della Lucchesia into Intesa Sanpaolo, with an increase in the absorbing company's share capital of €64,511.72 through the issue of 124,061 ordinary shares without nominal value, and for the merger by incorporation of Cassa di Risparmio in Bologna and Cassa di Risparmio di Firenze. The legal effects of the transactions started from 25 February 2019, while the accounting and tax effects started from 1 January 2019.

On 15 January 2019, Intesa Sanpaolo published a press release with the following wording:

"With reference to recent news in the press regarding communication from the ECB to the banks supervised about their gradual reaching in the next few years of a coverage ratio of NPL stock in line with that set for inflows in the Addendum to the ECB Guidance on NPLs as of 1 April 2018, Intesa Sanpaolo does not envisage any significant impact in respect of targets and forecasts concerning its income statement and balance sheet for the 2018 financial year and the 2018-2021 Business Plan, already disclosed to the market."

On 8 February 2019, Intesa Sanpaolo received notification of the ECB's final decision concerning the capital requirement that the Bank has to meet, on a consolidated basis, as of 1 March 2019, following the results of the Supervisory Review and Evaluation Process (SREP). The overall capital requirement Intesa Sanpaolo has to meet in terms of Common Equity Tier 1 ratio is 8.96% under the transitional arrangements for 2019 and 9.36% on a fully loaded basis.

The overall capital requirement ISP has to meet in terms of Common Equity Tier 1 ratio is 8.96% under the transitional arrangements for 2019 and 9.36% on a fully loaded basis.

In February 2019, Intesa Sanpaolo announced the invitation to the holders or beneficial owners of the following series of notes outstanding: (i) U.S.$1,000,000,000 5.25% Section 3(a)(2) Notes Due 2024, (ii) U.S.$1,250,000,000 3.875% Rule 144A Notes Due July 14, 2027, (iii) U.S.$1,000,000,000 3.875% Rule 144A Notes Due 2028, and (iv) U.S.$500,000,000 4.375% Rule 144A Notes Due 2048 or the global receipts representing beneficial interests in any Series of Notes issued through Citibank N.A. as the receipt issuer, to tender their notes for the cash purchase by the Issuer, as described in the Tender Offer Memorandum of 7 February 2019. The offers, not subject to any future issue on the capital markets, form part of the liability management transactions carried out by the Issuer. At the close of the transaction, the total nominal amount tendered and accepted was USD 2,100,761,000.

On 30 April 2019, the Ordinary Shareholders' Meeting of Intesa Sanpaolo – in addition to approving its financial statements, the allocation of the net income for the year and the distribution of the dividend to shareholders, the financial statements of the merged companies Intesa Sanpaolo Group Services and Cassa di Risparmio di Pistoia e della Lucchesia – appointed EY S.p.A. as the independent auditors for the financial years 2021-2029, determining their fee. The Shareholders' Meeting also appointed the members of the Board of Directors and the Management Control Committee for financial years 2019-2021 on the basis of slates of candidates submitted by the shareholders.

The Shareholders' Meeting then passed specific resolutions on the remuneration and own shares. Specifically, it:

- approved the remuneration policies in respect of the Board of Directors of Intesa Sanpaolo;
- determined the remuneration of the Board of Directors;

- approved the remuneration and incentive policies for 2019 and voted in favour of the procedures used to adopt and implement the remuneration and incentive policies, as described in the Report on Remuneration;

- approved the increase in the variable-to-fixed remuneration cap for personnel operating exclusively in the Investment Management units belonging to Intesa Sanpaolo Group Asset Management entities, both in Italy and abroad;

- authorised the purchase and disposal of own shares to service the 2018 annual incentive plan.

Lastly, the Shareholders' Meeting approved the proposal for the settlement of the liability action brought against Alberto Guareschi and Roberto Menchetti in their capacity as former Chairman and former General Manager of Banca Monte Parma, with proceeds of €4.35 million.

On 2 May 2019, the Board of Directors unanimously appointed Carlo Messina as Managing Director and CEO, granting him the powers necessary and appropriate to ensure consistent management of the Company.

The first sell-back of high-risk loans deriving from the Venetian banks in compulsory administrative liquidation was launched on 11 May 2019, following notification of Intesa Sanpaolo on 11 March 2019 from the Ministry of the Economy and Finance of the issue of the decree formalising the high-risk guarantee for a total of €4 billion. The high-risk positions reclassified as "bad loans" and/or "unlikely to pay loans" were sold back for €456 million, calculated per the contract on the basis of the gross carrying value of the reclassified high-risk loans, less (i) provisions at the date of execution and (ii) 50% of the impairment losses which under IAS/IFRS the Intesa Sanpaolo Banking Group would have recognised had the Banks in compulsory administrative liquidation not had the obligation to purchase. Since the Intesa Sanpaolo Banking Group had already reclassified the loans in question as discontinued operations at a carrying amount consistent with the above consideration, no differences between the net value of the loans sold and their sell-back price emerged. As at 30 June 2019, discontinued operations included the residual high-risk loans classified in the interim as "bad loans" and/or "unlikely-to-pay loans" and to be sold back by the end of 2019.

On 14 May 2019, the deed was signed for the merger by incorporation of Banca Apulia S.p.A. into Intesa Sanpaolo, with the issue of 247,398 Intesa Sanpaolo ordinary shares bearing regular dividend rights, without nominal value, and an increase in share capital from 9,085,534,363.36 to 9,085,663,010.32. The deed of merger by incorporation of Banca Prossima S.p.A. into Intesa Sanpaolo was then signed on 24 May 2019. The legal effects of these two operations started on 27 May 2019 and were posted to the financial statements of the absorbing company from 1 January 2019 also for tax purposes. Lastly, the merger plan for the merger by incorporation of Mediocredito Italiano into Intesa Sanpaolo was filed on 14 June 2019. Such merger has been effective as at 11 November 2019.

As at 30 June 2019, discontinued operations included the residual high-risk loans classified in the interim as "bad loans" and/or "unlikely-to-pay loans" and to be sold back by the end of 2019.

As a result of the acquisition of certain assets and liabilities and certain legal relationships of the former Venetian banks in compulsory administrative liquidation and the resulting provisions of the European Competition Authority to the Italian government, in the agreements dated 13 July and 12 October 2017, the Intesa Sanpaolo Banking Group resolved to reduce staff by 4,000 resources (of which at least 1,000 within the scope of the former Venetian banks) by 30 June 2019.

As around 6,850 applications had been received, a number much higher than the 3,000 expected (in addition to the 1,000 applications regarding the former Venetian banks), also with a view to the business plan under preparation, the subsequent integration agreement of 21 December 2017 confirmed the acceptance of the "public offer" of the protocol dated 12 October 2017 for all staff that applied, extending the validity of the agreement for voluntary access to the Solidarity Fund to 30 June 2020.

The postponement of the exits to 30 June 2020 and the reduction in the average time drawing on the Solidarity Fund made it possible to optimise the charges for voluntary exits to be borne by the Intesa Sanpaolo Banking Group.

At the start of 2019, as a result of the effects of the legislative changes regarding pensions, the trade unions requested the assessment of the possibility of re-opening the terms for access to the Solidarity Fund and the retirement schemes set out in those agreements also to staff that, as a result of said legislative measures, could now fall within the scope of addressees of the protocol dated 12 October 2017.

In that context, without prejudice to the overall amounts allocated to the Solidarity Fund and the exits for retirement pursuant to the agreements of 13 July, 12 October and 21 December 2017, and considering the full completion of the process of integrating the businesses of the former Venetian banks which, as a result of the achievement of synergies improved the measurement of excess production capacity, the Group confirmed its willingness to permit the voluntary exits also of people who were previous excluded, as an alternative to the required professional reallocation envisaged in the business plan.

In order to allow for incentives for the retirement of up to 1,000 people and for up to 600 people to participate in the Solidarity Fund, the agreement extended to 30 June 2021 the option to access the Solidarity Fund.

In the second quarter, the Intesa Sanpaolo Banking Group carried out the voluntary realignment of some tax values. Specifically, Intesa Sanpaolo exercised the option set out in Law no. 145/2018 (Budget Act 2019) to realign tax values to their higher carrying amounts, with regard to owned real estate assets, for which values to realign were identified for €1,955.6 million. These mainly derive from the revaluations carried out starting with the 2017 financial statements, following the adoption of the criteria for revaluation of the value of owner-occupied properties (IAS 16) and of the fair value for investment property (IAS 40). These correspond to a substitute tax of €269.4 million. At consolidated level, the exercise of this option resulted in: i) the recognition of substitute tax of €269.4 million, of which €93.9 million posted to the income statement for the period and €175.5 million to shareholders' equity; ii) the derecognition of net deferred tax liabilities of €622.6 million, of which €217.1 million through profit or loss and €405.5 million through shareholders' equity, with a positive impact on the income statement of the period of € 123.2 million and an additional €230 million in shareholders' equity. The Board of Directors identified the share premium reserve in the financial statements to be classified as the suspended tax reserves, in an amount equal to the difference between the higher values realigned and the substitute tax due (€1,686.2 million), which will be subject to approval by the ordinary shareholders' meeting of Intesa Sanpaolo at the next possible meeting, presumably on approval of the 2019 Financial Statements.

On 31 July 2019, Intesa Sanpaolo and Prelios reached a binding agreement to form a strategic partnership in respect of loans classified as unlikely to pay (UTP). The agreement reached with a leading player in the UTP segment, which adds to the strategic partnership with Intrum in respect of bad loans finalised in 2018, will enable the Intesa Sanpaolo Group to focus - also thanks to the redeployment of skilled employees, in the region of a few hundred people - on the proactive credit management of early delinquency loan portfolio (specifically, the Pulse initiative) using the best external platforms for the management of subsequent stages, and to further accelerate the achievement of the NPL reduction target set out in the 2018-2021 Business Plan.

The agreement consists of the two transactions outlined below.

- A 10-year contract for the servicing of UTP Corporate and SME loans of the Intesa Sanpaolo Group to be provided by Prelios initially covering a portfolio worth around €6.7 billion of gross book value, with terms and conditions in line with market standards and a fee structure mostly composed of a variable component specifically aimed at maximising the return of positions to performing status;

- the disposal and securitisation of a portfolio of UTP Corporate and SME loans of the Intesa Sanpaolo Group worth around €3 billion of gross book value, at a price of around €2 billion which is in line with the carrying value. Taking this disposal into consideration with reference to the figures as at the end of June 2019, the NPL to total loan ratio would be down from 8.4% to 7.7% gross, from 4.1% to 3.6% net, and the NPL reduction achieved in the first 18 months of the 2018¬2021 Business Plan would be as much as around 80% of the target set for the entire four-year period, at no extraordinary cost to shareholders. The capital structure of the securitisation vehicle will be the following, in order to obtain full accounting and regulatory derecognition of the portfolio at the closing date:

    - a Senior Tranche equivalent to 70% of the portfolio price, to be underwritten by Intesa Sanpaolo;

- Junior and Mezzanine Tranches equivalent to the remaining 30% of the portfolio price, to be underwritten to the tune of 5% by Intesa Sanpaolo and the remaining 95% by Prelios and third-party investors.

The finalisation of the transactions above is subject to authorisation being received from the competent authorities. The transactions are compliant with the Group's income statement and balance sheet targets and forecasts which have already been disclosed to the market for the 2019 financial year and the 2018-2021 Business Plan. They do not affect the strategic partnership in place with Intrum.

On 9 September 2019, Intesa Sanpaolo has received notification of the ECB's permission to calculate the Group's consolidated capital ratios applying the so-called Danish Compromise – under which insurance investments are risk weighted instead of being deducted from capital – as of the regulatory filings for 30 September 2019.

On 18 September 2019, Intesa Sanpaolo communicated that it concluded the ordinary share buy-back programme launched on 17 September 2019 and announced to the market in a press release dated 16 September 2019. The programme executes a plan that assigns, free of charge, ordinary shares of Intesa Sanpaolo to the Group's employees; this covers the share-based incentive plan for 2018 reserved for Risk Takers who accrue a bonus in excess of the so-called "materiality threshold", as well as for those who, among Managers or Professionals that are not Risk Takers, accrue "relevant bonuses". In addition, the programme has been implemented in order to grant, when certain conditions occur, severance payments to Risk Takers upon early termination of employment. The programme has been carried out in accordance with the terms approved at the Shareholders' Meeting of Intesa Sanpaolo on 30 April 2019. Moreover, the Bank's subsidiaries indicated in the aforementioned press release have concluded their purchase programmes of Intesa Sanpaolo's shares to be assigned, free of charge, to their employees. The programmes were approved by their respective corporate bodies within their remits and are analogous to the programme approved at Intesa Sanpaolo's Shareholders' Meeting.

In compliance with Article 113-ter of Legislative Decree 58 of 24 February 1998, Article 5 of the Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014, and Article 2 of the Commission Delegated Regulation (EU) 2016/1052 of 8 March 2016, details concerning the purchases executed are provided below. Information is also given by Intesa Sanpaolo on behalf of the aforementioned subsidiaries.

On the two days of execution of the programme (17 and 18 September 2019), the Intesa Sanpaolo Group purchased a total of 17,137,954 Intesa Sanpaolo ordinary shares through Banca IMI (which was responsible for the programme execution). These represent approximately 0.10% of the share capital of Intesa Sanpaolo. The average purchase price was 2.129 euro per share, for a total countervalue of 36,481,543 euro. The Bank purchased 12,393,958 shares at an average purchase price of 2.129 euro per share, for a countervalue of 26,388,935 euro.

Purchase transactions were executed in compliance with provisions included in Articles 2357 and following and 2359-bis and following of the Italian Civil Code and within the limits of number of shares and consideration as determined in the resolutions passed by the competent corporate bodies. Pursuant to Article 132 of TUF and Article 144-bis of the Issuers' Regulation and subsequent amendments, purchases were executed on the regulated market MTA managed by Borsa Italiana in accordance with trading methods laid down in the market rules for these transactions.

Moreover, purchases have been arranged in compliance with the conditions and the restrictions under Article 5 of the Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014, and Articles 2, 3, and 4 of the Commission Delegated Regulation (EU) 2016/1052 of 8 March 2016.

The total number of shares purchased and, therefore, the daily volume of purchases executed, did not exceed 25% of the daily average volume of the Intesa Sanpaolo ordinary shares traded in August 2019, which was equal to 127.3 million shares.

On 26 November 2019, Intesa Sanpaolo has received notification of the ECB's final decision concerning the capital requirement that the Bank has to meet, on a consolidated basis, as of 1 January 2020, following the results of the Supervisory Review and Evaluation Process (SREP).

The overall capital requirement the Bank has to meet in terms of Common Equity Tier 1 ratio is 9.16% under the transitional arrangements for 2020 and 9.35% on a fully loaded basis.

This is the result of:

- a SREP requirement in terms of Total Capital ratio of 9.5% comprising a minimum Pillar 1 capital requirement of 8%, of which 4.5% is Common Equity Tier 1 ratio, and an additional Pillar 2 capital requirement of 1.5% made up entirely of Common Equity Tier 1 ratio;
- additional requirements, entirely in terms of Common Equity Tier 1 ratio, relating to:
  - a Capital Conservation Buffer of 2.5% on a fully loaded basis from 2019,
  - an O-SII Buffer (Other Systemically Important Institutions Buffer) of 0.56% under the transitional arrangements for 2020 and 0.75% on a fully loaded basis in 2021,
  - a Countercyclical Capital Buffer of 0.1%.[11]

Intesa Sanpaolo's capital ratios as at 30 September 2019 on a consolidated basis - net of €2,648 million dividends accrued in the first nine months of 2019 - were as follows:

- 14% in terms of Common Equity Tier 1 ratio[12][13]
- 17.8% in terms of Total Capital ratio[12][13]

calculated by applying the transitional arrangements for 2019, and

- 14.2% in terms of pro-forma Common Equity Tier 1 ratio calculated on a fully loaded basis[12][14]
- 18.2% in terms of pro-forma Total Capital ratio calculated on a fully loaded basis[12][14].

On 3 December 2019, concerning the Prelios agreement, Intesa Sanpaolo published a press release with the following wording:

"Having received the required authorisations from the relevant authorities, Intesa Sanpaolo and Prelios have finalised the agreement concerning the strategic partnership in respect of loans classified as unlikely to pay (UTP), which was signed on 31 July 2019 and disclosed to the market on the same day. The agreement consists of a contract for servicing activities to be provided by Prelios aimed at maximising the return of positions to performing status and the disposal and securitisation of a portfolio, in respect of UTP Corporate and SME loans of the Intesa Sanpaolo Group."

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11 Calculated taking into account the exposures as at 30 September 2019 in the various countries where the Group has a presence, as well as the respective requirements set by the competent national authorities and relating either to 2019 2020, where available, or to the latest update of the reference period (requirement was set at zero per cent in Italy for 2019).

12 After the deduction of accrued dividends, equal to 80% of net income for the first nine months of the year, and the coupons accrued on the Additional Tier 1 issues.

13 Excluding the mitigation of the impact of the first time adoption of IFRS 9, capital ratios are 13.1% for the Common Equity Tier 1 ratio and 17.1% for the Total Capital ratio.

14 Estimated by applying the fully loaded parameters to the financial statements as at 30 September 2019, taking into account the total absorption of deferred tax assets (DTAs) related to goodwill realignment, loan adjustments, the first time adoption of IFRS 9 and the non taxable public cash contribution of €1,285 million covering the integration and rationalisation charges relating to the acquisition of the Aggregate Set of Banca Popolare di Vicenza and Veneto Banca, the expected absorption of DTAs on losses carried forward and the expected distribution of the 9M 2019 net income of insurance companies that exceeds the amount of reserves already distributed in the first quarter.

On 19 December 2019, Intesa Sanpaolo and Nexi reached a strategic agreement which provides for:

- the transfer to Nexi of the Intesa Sanpaolo business line consisting of the acquiring activities currently carried out for over 380,000 points of sale, with Intesa Sanpaolo retaining the sale force dedicated to acquiring new customers; and

- a long-term partnership, with Nexi to become the sole partner of Intesa Sanpaolo in the acquiring activities and the latter to distribute the acquiring services provided by Nexi and maintain the relationship with its customers.

The business line will be transferred through contribution to a Nexi subsidiary for €1,000 million. Intesa Sanpaolo will sell the shares received from the contribution to Nexi for a corresponding cash consideration and will then use part of this consideration to purchase shares of Nexi from the latter's reference shareholder, Mercury UK HoldCo Limited, for an amount of €653 million, equal to a 9.9% shareholding of Intesa Sanpaolo in the share capital of Nexi. The transaction will enable Intesa Sanpaolo to extract proper value from the acquiring activities currently carried out internally, through the contribution of its business line – taking into account that operating efficiently in this sector, in a competitive scenario of international scope, requires greater investment and economies of scale – while retaining an interest in a business with significant growth prospects. In 2018, the business activities to be contributed generated operating income of around €74 million, operating margin of around €72 million and net income of around €48 million. As a result of the finalisation of the transaction, which is expected to take place in 2020 and is subject to the customary regulatory authorisations being received, a net capital gain in the region of €900 million is envisaged for the Intesa Sanpaolo Group's consolidated income statement in 2020. This capital gain might not be reflected in the net income entirely if, over the course of 2020, allocations are identified that are appropriate to strengthen sustainable profitability."

Sovereign risk exposure

As at 31 December 2019, Intesa Sanpaolo Group's exposure in securities to Italian sovereign debt - including the insurance business - amounted to a total of almost €86 billions, in addition to receivables for almost €11 billions. The security exposures increased compared to €75,913 million as at the 31 December 2018.

Recent Events

On 17 February 2020, Intesa Sanpaolo announced that it has adopted the decision to launch a voluntary public exchange offer in respect of all ordinary shares of Unione di Banche Italiane S.p.A. ("**UBI Banca**"), as announced by the communication issued pursuant to Article 102 of Legislative Decree 24 February 1998, no. 58 and Article 37 of CONSOB Regulation no. 11971 of 14 May 1999. See further the press release of the Issuer dated 17 February 2020 incorporated by reference in this Prospectus. Intesa Sanpaolo currently intends to offer, for every 10 (ten) ordinary share of UBI Banca tendered pursuant to the Offer, a consideration (not subject to any adjustment) equal to 17 (seventeen) newly issued ordinary shares of Intesa Sanpaolo.

On 17 February 2020, Intesa Sanpaolo published a notice to convene an extraordinary shareholders' meeting to be held on 27 April 2020, to discuss and approve a proposal to grant the Board of Directors, pursuant to Article 2443 of the Italian Civil Code, the power - to be exercised by 31 December 2020 - to increase the share capital of the Issuer in one or more tranches and in a divisible form, without preemption right pursuant to Article 2441(4), first sentence, of the Italian Civil Code, through the issuance of a maximum of 1,943,823,435 ordinary shares, with no par value, having the same characteristics as the outstanding shares, whose issuance price shall be determined by the Board of Directors pursuant to the provisions of law, to be paid up by way of contribution in kind functional to a prior public exchange offer (*offerta pubblica di scambio preventiva*) on all the ordinary shares of UBI Banca; subsequent amendment of Art. 5 of the Issuer's by-laws; and related and consequent resolutions.

On 31 March 2020, the Board of Directors of Intesa Sanpaolo decided to suspend the proposal regarding the cash distribution to shareholders, on the agenda of the Ordinary Shareholders' Meeting convened for 27 April 2020, and passed a resolution to propose the allocation to reserves of net income for the financial year 2019 - after the allocation to the Allowance for charitable, social and cultural contribution - at the upcoming Ordinary

Shareholders' Meeting. This is in compliance with the recommendation of the European Central Bank dated 27 March 2020 on dividend policy in the aftermath of the COVID-19 epidemic.

On 5 April 2020, following the authorisation released by the European Central Bank in accordance with the regulations in force, the plan for the merger by incorporation of Banca IMI S.p.A. into Intesa Sanpaolo S.p.A., approved by the Board of Directors of Intesa Sanpaolo of 2 December 2019, was registered in the Torino Company Register, as provided for by Article 2501-ter , paragraph 3, of the Italian Civil Code.On 5 May 2020 the Board of Directors of Intesa Sanpaolo approved the merger by incorporation of Banca IMI S.p.A. into Intesa Sanpaolo S.p.A., pursuant to Article 2505, paragraph 2, of the Italian Civil Code, as provided for by Article 18.2.2. letter m) of the Articles of Association. The minutes of the meeting was registered in the Torino Company Register, as provided for by Article 2502-bis, paragraph 1, of the Italian Civil Code, on 15 May 2020.

The merger is expected to take place by the end of July 2020, or at such later date within the reference period of the Intesa Sanpaolo Group's 2018-2021 business plan.

Management

Board of Directors

The composition of Intesa Sanpaolo's Board of Directors as at the date hereof is as set out below.

Member of the Board of Directors	**Position**	**Principal activities performed outside Intesa Sanpaolo S.p.A., where significant with respect to the Issuer's activities**
Gian Maria Gros-Pietro	Chairman	None
Paolo Andrea Colombo (#)(##)	Deputy Chairperson	Director of Colombo & Associati S.r.l.
Carlo Messina (*)	Managing Director and CEO	None
Franco Ceruti	Director	Chairman of Intesa Sanpaolo Expo Institutional Contact S.r.l. Director of Intesa Sanpaolo Private Banking S.p.A.
Rossella Locatelli(##)	Director	Director of Società per la Bonifica dei Terreni Ferraresi e per Imprese Agricole S.p.A. Member of the Supervisory Board of Darma SGR, a company in administrative compulsory liquidation Chairwoman of B.F. S.p.A.
Luciano Nebbia	Director	Deputy Chairman of Equiter S.p.A. Director of Intesa Sanpaolo Casa S.p.A.
Bruno Picca (#)	Director	None
Livia Pomodoro(##)	Director	None
Maria Alessandra	Director	None

Member of the Board of Directors	Position	Principal activities performed outside Intesa Sanpaolo S.p.A., where significant with respect to the Issuer's activities
Stefanelli(##)		
Guglielmo Weber(##)	Director	None
Daniele Zamboni (1)(#)(##)	Director	None
Maria Mazzarella (1)(##)	Director	None
Anna Gatti (1)(##)	Directori	Director of WiZink Bank S.A. Director of Fiera Milano S.p.A. Director of Lastminute Group
Andrea Sironi (2)(##)	Director	Chairman of the Board of Borsa Italiana S.p.A. Director of London Stock Exchange PLC Chairman of the Board of London Stock Exchange Group Holding Italia S.p.A.
Fabrizio Mosca(#)(##)	Director and Member of the Management Control Committee	Deputy Chairman of Mecplast S.r.l. Chairman of the Board of Statutory Auditor of Bolaffi S.p.A. Chairman of the Board of Statutory Auditors of Aste Bolaffi S.p.A. Chairman of the Board of Statutory Auditors of Bolaffi Metalli Preziosi S.p.A. Standing Statutory Auditor of M. Marsiaj & C. S.r.l. Standing Statutory Auditor of Moncanino S.p.A.
Milena Teresa Motta(#)(##)	Director and Member of the Management Control Committee	Director of Strategie & Innovazione S.r.l. Chairwoman of the Board of Statutory Auditors of Trevi Finanziaria Industriale S.p.A.
Maria-Cristina Zoppo(#)(##)	Director and Member of the Management Control Committee	Chairwoman of the Board of Statutory Auditors of Houghton Italia S.p.A. Chairwoman of the Board of Statutory Auditors of Schoeller Allibert S.p.A. Standing Statutory Auditor of Coopers & Standard Automotive Italy S.p.A.
Alberto Maria Pisani	Director and Chairman of the	None

Member of the Board of Directors	Position	Principal activities performed outside Intesa Sanpaolo S.p.A., where significant with respect to the Issuer's activities
(1)(#)(##)	Management Control Committee	
Roberto Franchini (3)(4)(#)(##)	Director and Member of the Management Control Committee	None

(*) Carlo Messina was appointed Managing Director and CEO by the Board of Directors on 2 May 2019. He is the only executive member on the Board.

(#) Enrolled on the Register of Statutory Auditors and practiced as an auditor or been a member of the supervisory body of a limited company.

(##) Meets the independence requirements pursuant to Article 13.4.3 of the Articles of Association, the Corporate Governance Code and Article 148, third paragraph, of Legislative Decree 24 February 1998 no 58.

(1) Representative of the Minority List.

(2) Andrea Sironi was appointed as a Director at the Shareholders' Meeting of 27 April 2020, following co-option by the Board of Directors on 2 December 2019.

(3) Roberto Franchini was appointed as a Director at the Shareholders' Meeting of 27 April 2020 replacing Corrado Gatti who had ceased to hold office.

(4) Minorities representative.

Conflicts of Interest

As at the date of this Base Prospectus no member of the Board of Directors of Intesa Sanpaolo is subject to potential conflicts of interest between their obligations arising out of their office or employment with the Issuer or the Intesa Sanpaolo Group and any personal or other interests.

The Issuer and its corporate bodies have adopted internal measures and procedures to guarantee compliance with the relevant regulation on board member conflict of interest.

Principal Shareholders

As of 14 May 2020, the shareholder structure of Intesa Sanpaolo was composed as follows (holders of shares exceeding 1%). Shareholders that are fund management companies may be exempted from disclosure up to a 5% threshold.

Shareholder Ordinary shares and percentage of ordinary shares

Shareholder	Ordinary shares	% of ordinary shares
Compagnia di San Paolo	1,188,947,304	6.790%
BlackRock Inc. (*)	877,055,829	5.009%

Fondazione Cariplo	767,029,267	4.381%
JPMorgan Chase & Co. (**)	441,917,944	2.524%
Fondazione Cariparo	354,111,188	2.022%
Norges Bank (***)	350,384,917	2.001%
Fondazione CR Firenze	323,653,747	1.848%
Fondazione Carisbo	243,955,012	1.393%

(*) Fund management. The shareholder holds an aggregate investment equal to 5.048% as per form 120 B dated 06 May 2020.

(**) The shareholder holds an aggregate investment equal to 7.342% as per form 120 B dated 14 May 2020. JPMorgan Chase & Co. made the original disclosure on 16 July 2018 (through form 120 B) in view of the positions held in relation to the issue of LECOIP 2.0 Certificates, having as underlying instruments Intesa Sanpaolo ordinary shares, that the Intesa Sanpaolo Group's employees received under the 2018-2021 LECOIP 2.0 Long-term Incentive Plan based on financial instruments.

(***) Also on behalf of the Government of Norway.

The Italian regulations (Article 120 of Consolidated Law on Finance "TUF") set forth that holdings exceeding 3% of the voting capital of a listed company shall be communicated to both the latter and CONSOB. Moreover, under Article 19 of Consolidated Law on Banking "TUB" prior authorisation by the Bank of Italy shall be required for the acquisition of holdings of capital in banks that are either significant or make it possible the exercise of significant influence or confer a share of voting rights or capital equal to at least 10%.

With resolution dated 9 April 2020, CONSOB confirmed that the additional temporary threshold of 1% above which notification is required pursuant to Article 120 of "TUF", shall remain in place for three months starting from the entry into force of the resolution and without prejudice to its early revocation. Holdings above 1% and below 3% as at the date of entry into force of the resolution shall be disclosed within ten working days of the above-mentioned date. The resolution dated 9 April 2020 repealed and replaced the previous resolution of 17 March 2020 which had established the same temporary threshold.

Legal Proceedings

Disputes relating to anatocism and other current account and credit facility conditions, as well as usury

In 2019, the disputes of this type – which for many years have been a significant part of the civil disputes brought against the Italian banking industry – decreased both in number and in total value of claims made compared to the previous year. Overall, the remedy sought with likely risk, including mediations, amounted to around 475 million euro with provisions of 134 million euro. As is the case for the other civil disputes, the assessment of the risk related to this type of litigation is carried out individually, taking into account the claims made, the defences submitted, the progress of the proceedings and case-law decisions, for each dispute. You are reminded that in 2014 and 2016, Article 120 of the Consolidated Law on Banking, which governs the compounding of interest in banking transactions, was amended with the establishment of the ban on anatocism and the delegation of the CICR (Interdepartmental Committee for Credit and Savings) to regulate this matter. In February 2017, the Italian Antitrust Authority initiated proceedings against Intesa Sanpaolo for alleged unfair business practices involving, among other things, the methods used to request the above-mentioned authorisation from customers for the charging of the interest to the account imposed by the new regulations introduced in 2016. The Authority completed the proceedings in October 2017, ruling that Intesa Sanpaolo had implemented an "aggressive" policy aimed at acquiring the authorisation, by soliciting customers to provide it through various means of communications and without putting them in a position to consider the consequences of that choice in terms of the interest calculation on the compounded debt interest. As a result, the Authority issued a fine of 2

million euro against Intesa Sanpaolo. Intesa Sanpaolo has submitted an appeal with the Lazio Regional Administrative Court, on the grounds that the ruling was unfounded. The proceedings are still pending.

Disputes relating to investment services

Also in this area, the disputes decreased in terms of number compared to the previous year. The most significant sub-group was disputes concerning derivatives, which remained substantially stable in number and value, but were nevertheless not significant in amount overall. The total remedy sought for the disputes with likely risk for this type of litigation amounted to around 150 million euro with provisions of 51 million euro. As is the case for the other civil disputes, the assessment of the risk related to this type of litigation is carried out individually, taking into account the claims made, the defences submitted, the progress of the proceedings and the case-law guidance, for each dispute.

Disputes relating to loans in CHF

As already noted in the financial statements for the years 2013-2015, Privredna Banka Zagreb ("PBZ") and seven other Croatian banks were jointly sued by the plaintiff Potrošač (Croatian Union of the Consumer Protection Association) , which claimed - in relation to loans denominated or indexed in Swiss francs granted in the past – that the defendants engaged in an unfair practice by allegedly using unfair contractual provisions on variable interest rate changed unilaterally by the banks and by linking payments in local currency to Swiss franc, without (allegedly) appropriately informing the consumers of all the risks prior to entering into a loan agreement.

In September 2019, the Croatian Supreme Court rendered a ruling in the collective action proceedings, rejecting the appeals filed by the sued banks against the High Commercial Court ruling from 2018 and confirming the position of courts of lower instance that banks had breached collective interests and rights of consumers by incorporating unfair and null and void provisions on CHF currency clause.

Being of the opinion that the claim does not have meritorious grounds, PBZ filed a constitutional complaint against the decision reached by the Supreme Court of the Republic of Croatia.

In connection with the mentioned proceedings for the protection of the collective interests of consumers, numerous individual proceedings have been brought by clients against PBZ, despite the fact that most of them voluntarily accepted the offer to convert their CHF loans into EUR denominated loans retroactively, in accordance with the Act on the Amendments to the Consumer Credit Act (Croatian Official Gazette 102/2015).

In 2019, the number of such individual lawsuits filed against PBZ increased to a low single digit thousands. It cannot be excluded the possibility that additional lawsuits might be filed against PBZ in the future in connection with CHF loans. The amount of provisions recognized as at 31 December 2019 is reasonably adequate – according to available information to meet the obligations arising from the claims filed against the subsidiary so far. The evolution of the overall matter is anyhow carefully monitored in order to take appropriate initiatives, if necessary, in consistence with any future developments.

ENPAM lawsuit

In June 2015 Fondazione ENPAM – Ente Nazionale di Previdenza ed Assistenza dei Medici e degli Odontoiatri (ENPAM) sued Cassa di Risparmio di Firenze (subsequently merged into Intesa Sanpaolo), along with other defendants including JP Morgan Chase & Co and BNP Paribas, before the Court of Milan. ENPAM's claims related to the trading (in 2005) of several complex financial products, and the subsequent "swap" (in 2006) of those products with other similar products; the latter were credit linked notes, i.e. securities whose repayment of principal at maturity was tied to the credit risk associated with a tranche of a synthetic CDO. Due to the defaults on the CDO portfolio, the investment allegedly resulted in significant losses.

In the writ of summons, ENPAM submitted several petitions for enquiries and rulings, in particular for contractual and tort liability and breach of Articles 23, 24 and 30 of the Consolidated Law on Finance, asking for the repayment of an amount of around 222 million euro and compensation for damages on an equitable basis;

the part relating to Cassa di Risparmio di Firenze's position should be around 103 million euro (plus interest and purported additional damages).

Cassa di Risparmio di Firenze was sued as the transferee of the Italian branch of Cortal Consors S.A. (subsequently merged into BNP Paribas), which had provided ENPAM with the investment services within which the above-mentioned securities had been subscribed.

Cassa di Risparmio di Firenze raised various objections at the preliminary stage (including a lack of standing to be sued and the time bar). On the merits, it argued, among other positions, that the provisions of the Consolidated Law on Finance cited were not applicable and that there was no evidence of the damages. If an unfavourable judgement is rendered, Cassa di Risparmio di Firenze has requested that the court determine its internal share of the total liability of the defendants and that the other defendants be ordered to hold it harmless.

In February 2018, the judge ordered a court-appointed expert's review aimed at determining, among other matters:

– whether the securities were fit for the purpose indicated in the entity's Charter and Investment Guidelines;

– the difference, if any, between the performance achieved by ENPAM and the performance that would have resulted if other investments consistent with the entity's Charter and Investment Guidelines had been undertaken (also considering the need for diversification of the risk).

In December 2019, the court-appointed expert submitted the draft report, which compared the return generated by the securities purchased with that of a hypothetical "counterfactual scenario" of the purchase of securities in line with those indicated in the entity's Charter and the Guidelines and found that the damage in terms of principal for the security that Cassa di Risparmio di Firenze was involved in trading was allegedly 14.1 million euro, which, together with interest, amounted to around 15 million euro or 18.7 million euro (depending on the calculation method used).

Following the forthcoming examination of the expert's review, a hearing for the submission of the final arguments is scheduled for the end of March 2020.

In 2019, upon invitation from the expert, discussions were initiated between the parties to consider a possible settlement solution, but this was not reached because of the distance between their respective positions.

Florida 2000

In 2018, Florida 2000 s.r.l. (together with two directors of the company) challenged the legitimacy of the contractual terms and conditions applied to the accounts held with the Bank, requesting that the latter be ordered to pay back 22.6 million euro in interest and fees that were not due, plus compensation for damages quantified as an additional amount of 22.6 million euro.

Based on the results of the court-appointed expert review and case-law, it appears likely that the claim for repayment of the sums involved will be upheld, but only for a very small amount, whereas the claim for damages is unlikely to be upheld. The case is now pending a decision by the court.

Alitalia Group: Claw-back actions

In August 2011, companies of the Alitalia Group – namely Alitalia Linee Aeree, Alitalia Servizi, Alitalia Airport and Alitalia Express – brought five bankruptcy claw-back proceedings against the Bank before the Court of Rome, requesting the repayment of a total of 44.6 million euro.

When the proceedings were initiated, a line of defence was adopted based mainly on the grounds that the actions were invalid due to the vagueness of the claims, that the condition of knowledge of the Alitalia Group's state of insolvency (subject first of the Air France plan and then of the subsequent rescue conducted by the Italian Government) did not apply, and that the credited items were not eligible for claw back, due to the specific nature of the account movements.

In March 2016, the Court of Rome upheld Alitalia Servizi's petition and ordered the Bank to repay around 17 million euro, plus accessory costs.

In addition to being contestable on the merits, the ruling was issued before the deadline for filing of the final arguments.

Accordingly, in the appeal subsequently lodged, a preliminary objection was made regarding the invalidity of the judgment, together with an application for suspension of its provisional enforceability, which was upheld by order of 15 July 2016 of the Court of Appeal. The final arguments have been filed in the case and the judgment is pending.

In contrast, the Bank won the Alitalia Linee Aeree and Alitalia Express cases at first instance and the appeal proceedings are underway, whereas for Alitalia Airport, which was also won at first instance, the favourable judgment has become final.

The lawsuit against the former Cassa di Risparmio di Firenze also ended favourably on first instance and is now pending an appeal.

Tirrenia di Navigazione in A.S. (Extraordinary Administration): Claw-back actions

In July 2013, Tirrenia di Navigazione in A.S. filed two bankruptcy claw-back actions before the Court of Rome against the former Cassa di Risparmio di Venezia for 2.7 million euro and against the former Banco di Napoli for 33.8 million euro.

In both cases, the plaintiff claimed that there was knowledge of the state of insolvency for the entire half year prior to admission to extraordinary administration on the basis of media reports, the non-renewal of shipping concessions, the absence of state subsidies (because they were considered state aid), and the information from the central credit register.

The claim was quantified on the same basis as the so-called "return of profits" earned on Tirrenia's accounts, corresponding to the difference between the maximum debt exposure and the final balance of the accounts generated in the half year prior to the declaration of insolvency.

The case against the former CR Venezia was concluded at first instance in 2016 with an order for payment of 2.8 million euro and is pending an appeal brought by the Bank.

In the case against the former Banco di Napoli, the most significant dispute concerns a currency adjustment of 28 million euro, whose recognition has a substantial impact on the total amounts that can be clawed back, and a court-appointed expert review is now underway. The hearing for the submission of the final arguments has been set for 16 April 2020.

Discussions were initiated during the period aimed at settling both disputes.

Dargent lawsuit

The claim was filed before a French Court in 2001 by the trustee in bankruptcy for the bankruptcy of the real estate entrepreneur Philippe Dargent, which made a request to the Bank for compensation of 55.6 million euro for the alleged "improper financial support" provided to the entrepreneur. The claim of the trustee in bankruptcy has consistently been rejected by the courts of different instance which dealt with the case over 17 years, until the Court of Colmar, on 23 May 2018, ordered the Bank to pay compensation of around 23 million euro (equal to the insolvency liabilities, minus the bank's credit claim and the proceeds from the sale of several assets). An appeal against the Court of Colmar ruling was lodged with the French Court of Cassation. The amount of the payment ordered was temporarily deposited with the appropriate "Caisse des Reglements Pecuniaires des Avocats".

A hearing before the Court of Cassation was held in November 2019, no significant elements arose.

On 22 January 2020, the French Supreme Court of Cassation quashed the decision of the Court of Appeal of Colmar and referred the matter to the Court of Appeal of Metz, because, in particular:

- it failed to demonstrate and, in any case, justify the reasons why it considered the entire asset shortfall to be reparable damage rather than only the part attributable to the Bank's alleged fault and used an incorrect criterion for determining any damage that might be compensable (if need be);

- even if the Bank were required to pay damages, that circumstance would not prevent it from being allowed to participate in the insolvency distribution for the recovery of its preferential claim.

As a result of this, the Bank will request the repayment of the sum of 23 million euro paid following the decision that has now been quashed, which was deposited with the "Caisse des Reglements Pecuniaires des avocats". The bankruptcy receivership, in case, may refer the matter to the Court of Appeal of Metz, which however in such a case must take into account the findings of the Court of Cassation.

It shall be reminded that all the rulings made in this long legal case, prior to that of the Colmar Court of Appeal, had been in favour of the Bank.

Disputes regarding tax-collection companies

In the context of the government's decision to re-assume responsibility for tax collection, Intesa Sanpaolo sold to Equitalia S.p.A., now the Italian Revenue Agency - Collections Division, full ownership of Gest Line and ETR/ESATRI, companies that managed tax-collection activities, undertaking to indemnify the buyer against any expenses associated with the collection activity carried out up to the time of purchase of the equity interests.

In particular, such expenses refer to liabilities for disputes (with tax authorities, taxpayers and employees) and out-of-period expenses and capital losses with respect to the financial situation at the time of the sale. Overall, the claims made amount to 80 million euro. A technical roundtable has been formed with the Italian Revenue Agency - Collections Division in order to assess the parties' claims.

Fondazione Monte dei Paschi di Siena (FMPS)

In 2014, FMPS brought an action for compensation for the damages allegedly suffered as a result of a loan granted in 2011 by a pool of 13 banks and intended to provide it with the resources to subscribe for a capital increase of MPS. The damages claimed were allegedly due to the reduction in the market value of the MPS shares purchased with the sums disbursed by the banks. In the proceedings, FMPS summoned 8 former directors of the Foundation that were in office in 2011 and the 13 banks in the pool (including Intesa Sanpaolo and Banca IMI). The banks have been charged with non-contractual liability due to their participation in the alleged violation by the former directors of the debt-equity ratio limit set in the charter. The claim for damages has been quantified at around 286 million euro, jointly and severally for all the defendants.

The defence adopted by the banks included the argument that the alleged breach of the aforementioned charter limit did not apply, because it was based on an incorrect valuation of the Foundation's balance sheet items. In addition, in the loan agreement, FMPS itself assured the banks that the charter limit had not been breached and, therefore, any breach of the charter would at most give rise to the sole responsibility of the former directors of the Foundation. And, lastly, there was no causal link between the alleged misconduct and the damaging event.

In November 2019, the Court of Florence rejected a number of the preliminary objections made by the banks and scheduled a hearing for March 2020 to decide on the petitions for preliminary rulings. To be able to make a risk assessment of the proceedings, we need to wait for the court's decision on the matter, as well as the completion of any preliminary investigation.

Private banker (Sanpaolo Invest)

An inspection conducted by the Audit function identified serious irregularities by a private banker of Sanpaolo Invest.

The checks carried out revealed serious irregularities affecting several customers, including misappropriation of funds and reports with false incremental amounts. On 28 June 2019, the Company terminated the agency contract with the private banker due to just cause and communicated the findings to the Judicial Authority and the Supervisory Body for financial advisors, which first suspended and then removed the private banker from the Register of Financial Advisors in December 2019.

The Judicial Authority, at the Company's request, confiscated a total amount of around 7 million euro from several customers that had unduly benefited from the sums misappropriated by the private banker from his other customers. At the same time, the Company initiated out-of-court and legal actions against the unlawful beneficiaries for the recovery of the amounts misappropriated.

As at 31 December 2019, as a result of the offence, the Company had received 56 claims of misappropriation for a total remedy sought of around 15 million euro, and the checks conducted by the Internal Audit Department and the Legal Department found that the amounts misappropriated totalled 12 million euro. The Company has already taken action for the initial refunds and, as at 31 December 2019, around 1 million euro had been accepted and recognised under costs for claims management. The Company also received another 195 claims for around 18 million euro relating to false accounting and unauthorised transactions, as well as requests for reimbursement of fees for the advanced advisory service.

The Company had made a provision at the end of 2019 for the risks associated with the aforesaid offence, for a total amount of around 11 million euro, which also took into account the legal costs indicated by the customers. This amount was determined based on the claims for misappropriations confirmed at the end of 2019, without taking into account the recovery actions already initiated and the discovery orders issued, or the cover provided by the specific insurance policy that the Company promptly implemented for the refund due under the terms of the policy.

Ruling of the EU Court of Justice of 11 September 2019 on credit agreements for consumers - so-called Lexitor ruling

Article 16, paragraph 1 of Directive 2008/48 on credit agreements for consumers states that in the event of early repayment of the loan the consumer is "entitled to a reduction in the total cost of the credit, such reduction consisting of the interest and the costs for the remaining duration of the contract". According to the Lexitor ruling, this provision must be interpreted as meaning that the right to a reduction in the total cost of the credit includes all the costs incurred by the consumer and therefore also includes the costs relating to services prior to or connected with the signing of the contract (upfront costs such as processing costs or agency fees).

Article 16, paragraph 1 of Directive 2008/48 has been transposed in Italy through Article 125 sexies of the Consolidated Law on Banking, according to which in the event of early repayment "the consumer is entitled to a reduction in the total cost of the credit, equal to the amount of interest and costs due for the remaining life of the contract". On the basis of this rule, the Bank of Italy, the Financial Banking Arbitrator and case law have held that the obligation to repay only relates to the charges that have accrued during the course of the relationship (recurring costs) and have been paid in advance by the customer to the lender. In the event of early repayment, these costs must be repaid in the amount not yet accrued and the obligation to repay does not include the upfront costs.

Following the Lexitor judgment, the question has arisen as to whether Article 125 sexies of the Consolidated Law on Banking should be interpreted in accordance with the principle laid down therein or whether the new principle requires a legislative amendment.

According to the EU principle of "consistent interpretation", national courts are required to interpret the rules in their own jurisdiction in a manner consistent with the European provisions. However, if the national rule has an unambiguous interpretation, it cannot be (re)interpreted by the court in order to bring it into line with the various provisions of a European directive: the principles recognised by European Union law prevent the national court from being required to make an interpretation that goes against the provisions of the domestic law. In this regard, we note that Article 125 sexies of the Consolidated Law on Banking is clear in its wording and its scope: it states that, in the event of early repayment, the obligation to repay relates only to recurring costs and therefore

does not include upfront costs. The unambiguity of the scope of the provision is confirmed by the fact that – as stated above – it has always been interpreted and applied in this way.

However, in December 2019 the Bank of Italy issued "guidance" for the implementation of the principle established by the EU Court of Justice, to the effect that all costs (including upfront costs) should be included among the costs to be refunded in the event of early repayment, both for new relationships and for existing relationships.

Intesa Sanpaolo has decided to follow the Bank of Italy "guidance", even though it believes that the legal arguments set out above regarding the fact that Article 125 sexies of the Consolidated Law on Banking cannot be interpreted in a manner that complies with the Lexitor ruling are well founded. Accordingly, Intesa Sanpaolo reserves the right to reconsider this operational stance in the light of future developments. A provision has therefore been made in the Allowance for Risks and Charges corresponding to the estimated higher charges resulting from the decision to follow the Bank of Italy "*guidance*".

With regard, on the other hand, to disputes relating to terminated relationships, the few court decisions have been discordant and no prevailing case-law has emerged. In view of this and in the light of the legal arguments set out above (which will be broadened and included in the defences presented in the above-mentioned disputes), at this stage there is no evidence to consider that a negative outcome will be likely.

Offering of diamonds

In October 2015, the Bank signed a partnership agreement with Diamond Private Investment (DPI) governing how diamond offerings were made by DPI to the customers of Intesa Sanpaolo. The aim of this initiative was to provide customers with a diversification solution with the characteristics of a "safe haven asset" in which to allocate a marginal part of their assets over the long-term. Diamonds had already been sold for several years by other leading national banking networks.

This recommendation activity was carried out primarily in 2016, with a significant decline starting from the end of that year.

A total of around 8,000 customers purchased diamonds, for a total of around 130 million euro. The marketing process was based on criteria of transparency, with safeguards progressively enhanced over time, including quality controls on the diamonds and the fairness of the prices applied by DPI.

In February 2017, the AGCM (the Italian Competition Authority) brought proceedings against companies that marketed diamonds, (DPI and other companies), for alleged conduct in breach of the provisions on unfair business practices.

In April, those proceedings were extended to the banks that carried out the recommendation of the services of those companies.

At the end of those proceedings, on 30 October 2017, the AGCM notified the penalties imposed for the alleged breach of the Consumer Code through the conduct of DPI and of the banks which the proceedings had been extended to, consisting - in short - of having provided partial, deceptive and misleading information on the characteristics of the diamond purchases, the methods used to calculate the price - presented as being the market price - and the performance of the market. The Authority issued a fine of 3 million euro against Intesa Sanpaolo, reduced from the initial fine of 3.5 million euro, after the Authority had recognised the value of the measures taken by the Bank from 2016 to strengthen the safeguards on the offering process aimed, in particular, at ensuring proper information to customers.

Following the order by the AGCM, the Bank paid the amount of the fine and filed an appeal with the Lazio Regional Administrative Court against the order. There were no developments regarding this appeal during 2019.

From November 2017, the Bank:

- terminated the partnership agreement with Diamond Private Investment (DPI) and ceased the activity, which had already been suspended in October 2017;

- started a process that provides for the payment to customers of the original cost incurred for the purchase of the diamonds and the withdrawal of the stones, in order to satisfy the customers' resale needs which, due to the illiquidity that had arisen in the market, are not met by DPI;

- sent a communication in January 2018 to the diamond-holding customers reiterating the nature of the stones as durable goods, and also confirming the Bank's willingness to intervene directly in relation to any realisation needs expressed by the customers and not met by DPI.

As at 31 December 2019, a total of 6,595 repurchase requests had been received from customers and met by the Bank, for a total value of 111.9 million euro, with the flow of requests steadily decreasing in the second half of 2019. The valuation of the repurchased diamonds is carried out using the values provided by the IDEX Diamond Retail Benchmark, one of the main online trading platforms used in the main markets by over 7,000 traders.

In February 2019, an order for preventive criminal seizure of 11.1 million euro was served, corresponding to the fee and commission income paid by DPI to the Bank.

The preliminary investigations initiated by the Public Prosecutor's Office of Milan also concern four other banks (more involved) and two companies that sell diamonds.

In early October, the notice of conclusion of the investigation was served, which stated that two of the Bank's operators were currently under investigation for alleged aggravated fraud (in collusion with other parties to be identified) and other persons are being identified for allegations of self-laundering, while ISP is being charged with the administrative offence pursuant to Italian Legislative Decree 231/2001 in relation to this latter predicate offence.

Disputes arising from the acquisition of certain assets, liabilities and legal relationships of Banca Popolare di Vicenza S.p.A. in compulsory administrative liquidation and Veneto Banca S.p.A. in compulsory administrative liquidation

We remind you first of all that:

a) based on the agreements between the two Banks in compulsory administrative liquidation and Intesa Sanpaolo (Sale Contract of 26 June 2017 and Second Acknowledgement Agreement of 17 January 2018), two distinct categories of disputes have been identified (also relating to the subsidiaries of the former Venetian banks included in the sale):

   – the Previous Disputes, included among the liabilities of the Aggregate Set transferred to Intesa Sanpaolo, which include civil disputes relating to judgements already pending at 26 June 2017, with some exceptions, and in any case different from those included under the Excluded Disputes (see the point below);

   – the Excluded Disputes, which remain under the responsibility of the Banks in compulsory administrative liquidation and which concern, among other things, disputes brought (also before 26 June 2017) by shareholders and convertible and/or subordinate bondholders of one of the two former Venetian banks, disputes relating to nonperforming loans, disputes relating to relationships terminated at the date of the transfer, and all disputes (whatever their subject) arising after the sale and relating to acts or events occurring prior to the sale;

b) the relevant allowances were transferred to Intesa Sanpaolo along with the Previous Disputes; in any case, if the allowances transferred prove insufficient, Intesa Sanpaolo will be entitled to be indemnified by the Banks in compulsory administrative liquidation, at the terms provided for in the Sale Contract of 26 June 2017;

c) after 26 June 2017, a number of lawsuits included within the Excluded Disputes were initiated or resumed against Intesa Sanpaolo. With regard to these lawsuits:

   - Intesa Sanpaolo is pleading and will plead its non-involvement and lack of capacity to be sued, both on the basis of the provisions of Decree Law 99/2017 (Article 3) and the agreements signed with the Banks in compulsory administrative liquidation and in compliance with the European Commission provisions on State Aid (Decision C(2017) 4501 final and Attachment B to the Sale Contract of 26 June 2017), which prohibit Intesa Sanpaolo from taking responsibility for any claims made by the shareholders and subordinated bondholders of the former Venetian Banks;

   - if there were to be a ruling against Intesa Sanpaolo (and in any event for the charges incurred by Intesa Sanpaolo for any reason in relation to its involvement in any Excluded Disputes), it would have the right to be fully reimbursed by the Banks in compulsory administrative liquidation;

   - the Banks in compulsory administrative liquidation have contractually acknowledged their capacity to be sued with respect to the Excluded Disputes, such that they have entered appearances in various proceedings initiated (or reinitiated) by various shareholders and convertible and/or subordinate bondholders against Intesa Sanpaolo (or in any case included in the category of Excluded Disputes), asking for the declaration of their exclusive capacity to be sued and the consequent exclusion of Intesa Sanpaolo from those proceedings;

d) pursuant to the agreements between the two Banks in compulsory administrative liquidation and Intesa Sanpaolo, the disputes regarding the marketing of shares/convertible and/or subordinated bonds initiated against Banca Nuova (subsequently merged by incorporation into Intesa Sanpaolo) and Banca Apulia are also included in the Excluded Disputes (and therefore have the same treatment as described above, as a result of the above-mentioned provisions and based on the criteria set out in the retransfer agreements signed on 10 July 2017, as subsequently supplemented).

The above-mentioned disputes in the Excluded Disputes include 63 disputes (for a total remedy sought of around 87 million euro) involving claims relating to loans sold to Intesa Sanpaolo and deriving from so-called "*operazioni baciate*"; this term refers to loans granted by the former Venetian banks (or their Italian subsidiaries Banca Nuova/Banca Apulia) for the purpose of, or in any case related to, investments in shares or convertible and/or subordinated bonds of the two former Venetian Banks.

The most recurrent claims relate to:

   - the violation by the former Venetian banks (or their subsidiaries) of the requirements of the rules on investment services; the customers claim that they were induced to purchase the shares on the basis of false or misleading information on the product's risk characteristics;

   - the invalidity of the "baciata" transaction due to the breach of Article 2358 of the Italian Civil Code, which prohibits companies from granting loans for the purchase of treasury shares, except in certain limited cases.

The first ruling on this matter was issued in early 2020, which declared that the loan sold was invalid; an appeal will be filed against this ruling. Since this is the only decision on this matter for the time being, it is not possible to draw any legal conclusions regarding the validity of this type of loan sold to Intesa Sanpaolo.

With regard to the risks arising from these disputes, it should be borne in mind that the Sale Contract establishes the following:

   - that any liability, charge and/or negative effect that may arise to Intesa Sanpaolo from shares, disputes or claims made by shareholders and subordinated bondholders constitutes an Excluded Liability under the Contract and, as such, must be subject to indemnification by the Banks in compulsory administrative liquidation;

- the obligation of each Bank in compulsory administrative liquidation to indemnify ISP against any damage arising from, or connected to, the violation or non-compliance of the Representations and Warranties issued by the two Banks in compulsory administrative liquidation with respect to the Aggregate Set transferred to Intesa Sanpaolo, and, in particular, those relating to the full propriety, validity and effectiveness of the loans and contracts transferred.

On the basis of these provisions, Intesa Sanpaolo is entitled to be indemnified by the Banks in compulsory administrative liquidation against any negative effect incurred if these loans are totally or partially invalid, unrecoverable, or in any case not repaid as a result of legal disputes.

Intesa Sanpaolo has already made a formal reservation in this regard to the two Banks in compulsory administrative liquidation for all the loans acquired and arising from loans potentially qualifying as "operazioni baciate", even if they have not (yet) been formally contested by customers.

In 2019, Intesa Sanpaolo sent several claims to the Banks in compulsory administrative liquidation containing requests (or reservations of the right to make subsequent requests) for reimbursement/indemnification of damages already incurred or potentially incurred and violations of the above-mentioned Representations and Warranties, in relation to Previous Disputes and Excluded Disputes, as well as in relation to the value and recoverability of several assets transferred to Intesa Sanpaolo.

To enable the Banks in compulsory administrative liquidation to perform a more thorough examination of the claims made, Intesa Sanpaolo granted an extension (with respect to the contractual provisions) of the deadline for contesting the claims made up to 22 November 2019. Subsequently, upon request from the Banks in compulsory administrative liquidation, Intesa Sanpaolo granted a further extension of this deadline up to 31 March 2020.

In this regard, it should also be noted that Paragraph 11.1.9 of the Sale Contract establishes that "the precise and timely payment of any obligations and liabilities assumed in favour of the ISP by BPVi and/or VB shall be guaranteed by the Issuing Body [*i.e. the Ministry of the Economy and Finance]: (i) with regard to the indemnification obligations assumed by BPVi and/or VB and relating to the Previous Disputes, up to the maximum amount of the remedy sought for each of the Previous Disputes as indicated in the case documents, net of the specific risk allowances transferred to ISP with the Aggregate Set; and (ii) with regard to the remaining obligations and liabilities assumed by BPVi and/or VB, up to the maximum amount of 1.5 billion euro" (the "Indemnification Guarantee").*

This provision is consistent with and implements Article 4, paragraph 1, letter c) of Law Decree no. 99/2017: the Ministry of the Economy and Finance *"grants the Government independent first demand guarantee on the performance of the obligations of the entity in liquidation arising from commitments, representations and warranties issued by the entity in liquidation in the sale contract, for a maximum amount equal to the sum of 1,500 million euro plus the result of the difference between the value of the past disputes of the entities in liquidation, as indicated in the case documents, and the related risk provision, up to a maximum of 491 million euro*".

The Indemnification Guarantee is therefore an essential prerequisite of the Sale Contract. To date, this guarantee has not yet been formalised by a specific Decree from the Ministry of the Economy and Finance. The issuance of the guarantee by the government is a required procedure that is envisaged, not only by the Sale Contract of 26 June 2017, but also by the abovementioned Law Decree 99/2017.

In January 2018, as part of a criminal proceeding before the Court of Rome for the alleged market rigging and obstructing the Supervisory Authorities in the performance of their functions with respect to officers and executives of Veneto Banca, the preliminary hearing judge decided that Intesa Sanpaolo could be charged with civil liability. According to the judge, the exclusion from the sale to Intesa Sanpaolo of the debts, responsibilities and liabilities deriving from the sale of shares and subordinated bonds – envisaged by Decree Law 99/2017 – would not be objectionable by third parties, while Article 2560 of the Italian Civil Code would be applicable in the case in question and Intesa Sanpaolo should therefore take on those liabilities.

As a result of this decision, more than 3,800 civil plaintiffs holding Veneto Banca shares or subordinated bonds joined the proceedings. Intesa Sanpaolo therefore entered an appearance requesting its exclusion from the proceedings, in application of the provisions of Decree Law 99/2017, of the rules established for the compulsory administrative liquidation of banks and, before that, of the principles and rules contained in the bankruptcy law, in addition to the constitutional principles and decisions made at EU level with regard to the operation relating to the former Venetian banks. In turn, Veneto Banca in compulsory administrative liquidation intervened voluntarily affirming its exclusive, substantial and procedural capacity to be sued.

In March 2018, the preliminary hearing judge declared his lack of territorial jurisdiction, transferring the files to the Public Prosecutor's Office of Treviso. The charge of civil liability and the joinders of the civil parties were therefore removed.

It should be noted that, in a criminal proceeding before the Court of Vicenza against the directors and executives of Banca Popolare di Vicenza, the preliminary hearing judge rejected the request for authorisation to charge Intesa Sanpaolo with civil liability, arguing on the basis of the provisions of the sale contract of 26 June 2017 and the special provisions contained in Law Decree 99/2017.

Labour litigation

There were no significant cases of labour litigation from either a qualitative or quantitative standpoint as at 31 December 2019.

In general, all labour litigation is covered by specific provisions adequate to meet any outlays.

Tax litigation

As at 31 December 2019, the Parent Company Intesa Sanpaolo had 612 pending litigation proceedings (246 as at 31 December 2018) for a total amount claimed (taxes, penalties and interest) of 111 million euro (222 million euro as at 31 December 2018), considering both administrative and judicial proceedings at various instances. Compared to the previous year, the figure as at 31 December 2019 also takes into account the disputes and the related allowance for risks "inherited" from the merged companies Carifirenze, Carisbo, Banca Apulia and Mediocredito Italiano (MCI).

In relation to these proceedings, the actual risks were quantified for Intesa Sanpaolo (including those originating from the merged companies) at 54 million euro as at 31 December 2019 (47 million euro as at 31 December 2018).

The main events that gave rise to significant movements during the year consisted of:

– increases, due to the mergers, during the year, including Cassa di Risparmio di Firenze, Cassa di Risparmio in Bologna, Banca Apulia, and MCI, which led to an increase of approximately 35 million euro in disputed tax claims (23 million euro relating to MCI) and 21 million euro in the allowance for tax litigation (16 million euro relating to MCI), in addition to the ordinary recognition of interest expense;

– decreases, due to the effect of the settlement of numerous significant disputes through the so-called "tax amnesty", which had a positive impact on the contested amount, which decreased by 162 million euro, of which 7 million euro relating to the merged company MCI, against a charge of 15 million euro, which resulted in a release of around 4 million euro from the provision for disputes, in addition to the net release of around 14 million euro already recorded in the last quarter of 2018.

In total, 177 disputes for ISP (including MCI) were closed during the year for a total of 172 million euro with a disbursement of around 18 million euro.

At the Group's other Italian companies, tax disputes totalled 53 million euro as at 31 December 2019 (139 million euro as at 31 December 2018), covered by specific provisions of 1 million euro (47 million euro at the end of 2018).

For the Italian subsidiaries, the decrease in both claims and provisions was partly due to the merger of the above-mentioned banks into Intesa Sanpaolo and mostly due to the use of the so-called "tax amnesty" by Banca IMI, MCI and Intesa Sanpaolo Vita, as well as the settlement by Fideuram of its dispute relating to Euro-Trésorérie.

Tax disputes involving international subsidiaries, totalling 11 million euro at year-end (5 million euro as at 31 December 2018), were covered by allowances of 7 million euro (4 million euro as at 31 December 2018).

With regard to the new claims arising during the year, the following were the most significant.

On 5 March 2019, the Provincial Department of Florence sent a questionnaire to Engineering - Ingegneria Informatica S.p.A. with requests for clarification on the VAT applied in 2014 by Infogroup Informatica e Servizi Telematici S.c.p.A., a consortium company wholly represented by Intesa Sanpaolo Group companies and sold to Engineering - Ingegneria Informatica S.p.A. on 28 December 2017. The assessment arose from the Tax Audit Report of 20 December 2018, which claimed the unlawful application by Infogroup, for the year 2015, of the VAT exemption for postal expenses incurred on behalf of customers (VAT due in the amount of 370,000 euro plus penalties and interest) but, above all, the alleged unlawful application of the VAT exemption to services provided to the consortium companies because – in the opinion of the auditors – they had been charged for an amount exceeding the costs incurred, in violation of the principle of Article 10, paragraph 2, of Presidential Decree 633 of 1972 (VAT recovery claimed of 5.8 million euro, plus penalties and interest). The VAT taxability of the services provided to the consortium members allegedly automatically resulted in the tax deductibility and, as a result, the nondeductibility of the deductible VAT of 4.7 million euro, which no longer constituted a deductible cost for the company (higher IRES and IRAP of 1.5 million euro plus penalties and interest).

Following complex negotiations, in December an agreement was reached with the Italian Revenue Agency which provided for the settlement of all the open tax periods (2014-2017) with: a) the cancellation of the claim relating to the postal expenses; and b) a very significant reduction in the number of transactions to be made subject to ordinary VAT and interest and penalties.

For all the open years, the agreement was definitively reached with a total net cost for the Bank of around 8 million euro, of which 2 million euro has already been paid for 2014 in 2019, while for the years 2015-2017 the settlement has been deferred until 2020 through the use of a specifically established allowance.

With regard to the merged company MCI, we remind you that the Milan Tax Police (Guardia di Finanza) initiated a general audit of direct taxes for the tax years 2015 and 2017 and of VAT for the years 2014 and 2015, which ended with a Tax Audit Report that, for the year 2014, contested the VAT exemption applied, in accordance with Article 8-bis of Presidential Decree 633/72, by the company to the nautical leases, and of the exemption established in Article 7-bis of Presidential Decree 633/72 for the buyback of a vessel. In December 2019, an appeal was filed against the assessment notice regarding VAT for the year 2014 (value of the claim 5 million euro).

With regard to the Intesa Sanpaolo branches located abroad, tax audits are underway in relation to: i) VAT on the London branch for the years 2016, 2017 and 2018; and ii) federal direct taxes at the New York branch for the tax periods 2015, 2016 and 2017. No claims have been made for the time being.

With regard to Fideuram, detailed information was provided in the notes to the 2018 financial statements regarding the claims for the years 2014 to 2017 arising from the tax audit report served on 11 October 2018 by the Tax Police (Guardia di Finanza), following similar claims previously made for the years 2012 and 2013. Between April and June 2019, the Bank signed settlement agreements with the Italian Revenue Agency, Lazio Regional Office, for all the years indicated above as final closure of each claim.

Specifically, the agreements concerned the reclassification of the claims made by the Tax Police as follows:

– with regard to the transfer prices of the transactions with Euro-Trésorérie (Financiére Fideuram from 2016, following a merger by incorporation), a significant reduction in the taxable income was obtained by using the comparable uncontrolled price method instead of the profit split method;

– for travel and conventions of private bankers, the existence of training activities was recognised and therefore deductible from the company income, except for the part relating solely to two events, net of the amount already subject to tax charged to the private bankers;

– lastly, the deductibility of the cost of the advisory services provided by a leading company was recognised.

In short, all the annual periods and all the claims were settled with a total disbursement of 21.5 million euro.

For Fideuram, as at 31 December 2019, there were still pending claims concerning the failure to withhold 27% of the interest accrued in 2009, 2010 and 2011 on foreign bank accounts held at Fideuram Bank (Luxembourg) by two "historic" Luxembourg mutual funds (Fonditalia and Interfund SICAV), for which Fideuram was only the placement bank and correspondent bank (total value of the disputes of 9.1 million euro). The risk has been assessed as being remote.

For Intesa Sanpaolo Private Banking, with regard to the disputes relating to the deduction of the amortisation charge for the goodwill arising from the transfers of the private banking business lines of Intesa Sanpaolo and Cassa dei Risparmi di Forlì e della Romagna, in the years 2009 and 2010, as realigned by Intesa Sanpaolo Private Banking in accordance with Article 15, paragraph 10, of Law Decree no. 185 of 29 November 2008, the following is noted:

– the favourable ruling no. 2763/2019, filed on 26 June 2019, by the Lombardy Regional Tax Commission, which rejected the main appeal by the Italian Revenue Agency against the ruling no. 7028/2017 by the Milan Provincial Tax Commission, which had in turn upheld the (combined) appeals against the 2011 IRES and 2011 IRAP assessment notices (total claim amount of 7.3 million euro, of which 3.8 million euro for taxes and 3.5 million euro for penalties). The court of second instance also upheld the company's cross-appeal on the preliminary matter of the lapse of the tax administration's power of assessment: the release of the goodwill had been reported in the tax return for the 2010 tax year, and the notices were served in 2017, i.e. beyond the time limits laid down in Article 43 of Presidential Decree 600/73;

– the notification, in October, of the appeal to the Supreme Court of Cassation by the Italian Revenue Agency against the above-mentioned ruling no. 2763/2019 of the Milan Regional Tax Commission relating to the year 2011. The defence in the proceedings before the courts have been entrusted to a leading law firm;

– also in October, the ruling of the Lombardy Regional Tax Commission, which was contrary to the previous rulings and upheld the appeals of the Italian Revenue Agency, with rulings no. 5172/2019 and 5173/2019 relating to the year 2012, declared that the IRES and IRAP assessment notices were legitimate. An appeal will be lodged with the Court of Cassation.

Also in relation to this dispute, on 8 and 10 April 2019 the Italian Revenue Agency, Lombardy Regional Revenue Office - Large Taxpayers Office, served assessment notices on Intesa Sanpaolo Private Banking and the Parent Company, as the consolidating entity, for IRES and IRAP for the tax years 2014 and 2015.

The amount deducted by the company and now contested by Lombardy Regional Revenue Office concerns:

– for the year 2014, the same amount already adjusted for the years 2012 and 2013, equal to 11.9 million euro, corresponding to a higher IRES of 3.3 million euro and a higher IRAP of 0.6 million euro;

– for the year 2015, the same amount already adjusted for previous years plus the amortisation deriving from the deeds of transfer of the business lines of Cassa di Risparmio di Pistoia and Casse di Risparmio dell'Umbria, amounting to 12.1 million euro, which correspond to a higher IRES of 3.3 million euro and a higher IRAP of 0.7 million euro.

The total amount claimed against Intesa Sanpaolo Private Banking, also including the claims made in 2011, 2012 and 2013, amounts to 42.3 million euro for tax, penalties and interest. The risk of liability has been assessed as remote, because the legitimacy of the exemption of goodwill that is newly generated by the transferee has been expressly acknowledged by the Agency in its Circular no. 8/E of 2010.

For Banca IMI, as at 31 December 2018, the remaining tax dispute related to proceedings pending before the Court of Cassation against assessment and adjustment notices for the years 2003, 2004 and 2005 (total remedy sought of almost 20 million euro for tax, penalties and interest). Following the unfavourable decisions in the proceedings on the merits before the Tax Commissions, payments of around 16 million euro had already been made on a provisional basis for this dispute.

As a result of these outcomes, an in-depth examination was conducted with a view to settling the disputes through the socalled "tax amnesty", and the bank decided to exercise this option, also because it would not result in any disbursements (other than those already made during the provisional tax collection) and would avoid the risk of a negative outcome and therefore of additional potential charges for 2004 for IRES (3 million euro) and VAT and IRAP (0.5 million euro), as well as costs for the reimbursement of litigation expenses.

Intesa Sanpaolo Vita also made use of the "tax amnesty", through which it settled disputes regarding VAT on the services provided via contracts between insurance companies classed as co-insurance contracts (remedy sought of around 8 million euro for tax, plus penalties and interest), with a total payment of 5.8 million euro. In relation to that cost a receivable of around 5 million euro has been recognised for the right of recourse against the following counterparties: Poste Vita, Reale Mutua Assicurazioni, Unipol Assicurazioni and Cardif Assicurazioni.

With regard to the former Banca Nuova, the tax audit by the Sicily Regional Office of the Italian Revenue Agency – Large Taxpayers Office on IRES, IRAP and VAT for the tax year 2015 that began on 12 June was concluded with the notification of a Tax Audit Report on 20 December 2019. The Tax Audit Report contains claims for a total taxable income for IRES purposes of 1.7 million euro, mainly due to accounting errors and violation of the criterion of pertinence of costs and expenses.

For the international subsidiaries, a tax audit is underway on IMI SEC for the years 2015 and 2016. In 2019 the audit was also extended to 2017. No claims have been made for the time being.

Three disputes are pending (total remedy sought of 0.5 million euro) for the subsidiary Intesa Sanpaolo Bank Albania (as the absorbing company of Veneto Banka) and the Albanian bank is involved in two other disputes (total amount 2.3 million euro):

i) a pending dispute being appealed by the bank concerning the elimination of loans that were no longer recoverable that, according to the tax authorities, led to an unjustified reduction in the taxable amount for direct tax (1.3 million euro); and ii) a dispute pending before the Court of Cassation on appeal by the bank relating to errors made in the tax return for the 2011 tax year (1 million euro).

Intesa Sanpaolo Brasil S.A. - Banco Multiplo, was audited by Receita Federal do Brasil (RFB), which was followed by a notice of assessment for direct taxes for the years 2015 and 2016. This dispute concerns the improper use of past tax losses, which could not be used, in the opinion of the Brazilian tax authorities, because they were generated before the reorganisation involving Intesa Sanpaolo Brasil S.A. - Banco Multiplo, which changed its business activities and corporate structure. The RFB's claim amounts to 2.3 million euro, against which the company has not made any provision, because, also based on the assessment by the local adviser, the risk of a negative outcome is remote.

Alexbank has a material claim involving various branches of the bank in Egypt concerning the non-payment of stamp duty amounting to approximately 4 million euro for the tax periods from 1984 to 2006. The potential liability arising from the litigation has been fully provisioned.

Lastly, with regard to relations between the international subsidiary banks and Italian customers, we remind you that during the year a new investigation was started by the Italian tax authorities concerning the tax treatment of the interest arising from the disbursement of loans to individuals resident in Italy and received by banks resident abroad without a permanent establishment in Italy. This matter involved the Group's subsidiary banks resident in Switzerland (Intesa Sanpaolo Private Bank (Suisse) Morval) and in Luxembourg (Intesa Sanpaolo Bank Luxembourg) first through questionnaires and then through formal notices of assessment for the years 2013 and 2017. A dispute is also underway regarding Morval Bank & Trust Cayman Ltd, an affiliate entity incorporated in the Cayman Islands. For Intesa Sanpaolo Morval, the audit was concluded with total costs of around 70,000 euro

for the years 2013-2017, whereas, for Intesa Sanpaolo Luxembourg, the costs amounted to around 30,000 euro for the same years. For the Cayman-based bank, it is estimated that there will be a claim for a few thousand euro.

REGULATORY SECTION

Changes in regulatory framework

The Intesa Sanpaolo Group is subject to extensive regulation and supervision by the Bank of Italy, the Italian Securities and Exchange Commission ("**CONSOB**"), the European Central Bank (the "**ECB**") and the European System of Central Banks and is also subject to the authority of the Single Resolution Board ("**SRB**"). Certain entities within the Intesa Sanpaolo Group are also subject to supervision by the Italian Institute for the Supervision of Insurance and the Issuer is also subject to rules applicable to it as an issuer of shares listed on the Milan Stock Exchange. The banking laws to which the Intesa Sanpaolo Group is subject govern the activities in which banks may engage and are designed to maintain the safety and soundness of such institutions and limit their exposure to risk. In addition, the Intesa Sanpaolo Group must comply with financial services laws that govern its marketing and selling practices. New acts of legislation and regulations are being introduced in Italy and the European Union that may affect the Intesa Sanpaolo Group, including proposed regulatory initiatives that could significantly alter the Intesa Sanpaolo Group's capital requirements.

The rules applicable to banks and other entities in banking groups include implementation of measures consistent with the regulatory framework set out by the Basel Committee on Banking Supervision (the "**Basel Committee**").

In accordance with the regulatory frameworks described above and consistent with the regulatory framework being implemented at the European Union level, the Intesa Sanpaolo Group has in place specific procedures and internal policies to monitor, among other things, liquidity levels and capital adequacy, the prevention and detection of money laundering, privacy protection, ensuring transparency and fairness in customer relations and registration and reporting obligations. Despite the existence of these procedures and policies, there can be no assurance that violations of regulations will not occur, which could adversely affect the Intesa Sanpaolo Group's results of operations, business and financial condition. In addition, as at the date of this Base Prospectus, certain laws and regulations have only been recently approved and the relevant implementation procedures are still in the process of being developed.

The CRD IV Package

The Basel III framework began to be implemented in the EU from 1 January 2014 through Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms (the "**CRD IV**") and Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms (the "**CRR**" and together with the CRD IV, the "**CRD IV Package**").

In Italy the CRD IV has been implemented by Legislative Decree no. 72 of 12 May 2015 which impacts, *inter alia*, on:

(i) proposed acquirers of credit institutions' holdings, shareholders and members of the management body requirements (Articles 22, 23 and 91 CRD IV);

(ii) competent authorities' powers to intervene in cases of crisis management (Articles 102 and 104 CRD IV);

(iii) reporting of potential or actual breaches of national provisions (so called whistleblowing, Article 71 CRD IV); and

(iv) administrative penalties and measures (Articles 64 and 65 CRD IV).

Moreover, the Bank of Italy published new supervisory regulations on banks in December 2013 (Circular of the Bank of Italy No. 285 of 17 December 2013 (the "**Circular No. 285**")) which came into force on 1 January 2014, implementing the CRD IV Package and setting out additional local prudential rules concerning matters not harmonised at EU level. Circular No. 285 has been constantly updated after its first issue, the last updates being

the 30th update published on 4 December 2019. The CRD IV Package has also been supplemented in Italy by technical standards and guidelines relating to the CRD IV and the CRR finalized by the European Supervisory Authorities (ESAs), mainly the EBA and ESMA, and delegated regulations of the European Commission.

Italian banks are required at all times to satisfy the following own funds requirements: (i) a Common Equity Tier 1 ("**CET1**") capital ratio of 4.5%; (ii) a Tier 1 Capital ratio of 6%; and (iii) a Total Capital Ratio of 8%. These minimum ratios are complemented by the following capital buffers to be met with CET1 capital, reported below as applicable with reference to 1 November 2019:

- *Capital conservation buffer*: set at 2.5 per cent from 1 January 2019 (pursuant to Article 129 of the CRD IV and Part I, Title II, Chapter I, Section II of Circular No. 285, as amended in October 2016);

- *Counter-cyclical capital buffer* ("**CCyB**"): set by the relevant competent authority between 0% - 2.5% of credit risk exposures towards counterparties each of the home Member State, other Member States and third countries (but may be set higher than 2.5 % where the competent authority considers that the conditions in the Member State justify this), with gradual introduction from 1 January 2016 and applying temporarily in the periods when the relevant national authorities judge the credit growth excessive (pursuant to Article 130 of the CRD IV and Part I, Title II, Chapter I, Section III of Circular No. 285). The Bank of Italy has set, and decided to maintain, the CCyB (relating to exposures towards Italian counterparties) at 0% for the fourth quarter of 2019;

- *Capital buffers for globally systemically important banks* ("**G-SIBs**"): set as an "additional loss absorbency" buffer ranging from 1.0% to 3.5% determined according to specific indicators (size, interconnectedness, lack of substitutes for the services provided, global cross border activity and complexity); to be phased in from 1 January 2016 (pursuant to Article 131 of the CRD IV and Part I, Title II, Chapter I, Section IV of Circular No. 285) becoming fully effective on 1 January 2019. Based on the most recently updated list of globally systemically important institutions ("**G-SIIs**") published by the Financial Stability Board ("**FSB**") on 22 November 2019, neither the Issuer (nor any member of the Intesa Sanpaolo Group) is a G-SIB and therefore they do not need to comply with a G-SIB capital buffer requirement (or leverage ratio buffer); and

- *Capital buffers for other systemically important banks at a domestic level* ("**O-SIIs**"): (the category to which Intesa Sanpaolo currently belongs): up to 2.0% as set by the relevant competent authority (reviewed at least annually), to compensate for the higher risk that such banks represent to the financial system (pursuant to Article 131 of the CRD IV and Title II, Chapter 1, Section IV of Circular No. 285. Recently, the Bank of Italy identified Intesa Sanpaolo Group as an O-SII authorised to operate in Italy in 2020 and has imposed on the Intesa Sanpaolo Group a capital buffer for O-SII of 0.75%, to be achieved according to a transitional period, as follows: at 0.38% from 1 January 2019, 0.56% from 1 January 2020, 0.75% from 1 January 2021 and at 0.75% from 1 January 2022.

In addition to the above listed capital buffers, under Article 133 of the CRD IV each Member State may introduce a systemic risk buffer in order to prevent and mitigate long term non-cyclical systemic or macro-prudential risks not covered by the CRD IV Package. The Italian authorities have not introduced such a measure to date.

Failure by an institution to comply with the buffer requirements described above (the "**Combined Buffer Requirement**") may trigger restrictions on distributions by reference to the so-called Maximum Distributable Amounts ("**MDA**") and the need for the bank to adopt a capital conservation plan and/or take remedial action (Articles 141 and 142 of the CRD IV).

As part of the CRD IV Package transitional arrangements, as implemented by Circular No. 285, regulatory capital recognition of outstanding instruments which qualified as Tier 1 and Tier 2 capital instruments under the framework which the CRD IV Package has replaced that no longer meet the minimum criteria under the CRD IV Package are gradually being phased out. Fixing the base at the nominal amount of such instruments outstanding on 1 January 2013, their recognition was capped at 80% in 2014, with this cap decreasing by 10% in each subsequent year (see, in particular, Part Two, Chapter 14, Section 2 of Circular No. 285).

The CRD IV Package also introduced a Liquidity Coverage Ratio (the "**LCR**"). This is a stress liquidity measure based on modelled 30-day outflows. The LCR was implemented in 1 October 2015, although it was phased-in and became fully applicable from 1 January 2018. Commission Delegated Regulation (EU) 2015/61 of 10 October 2014 supplementing the CRR with regard to liquidity coverage requirement for credit institutions (the "**LCR Delegated Act**") was adopted in October 2014 and published in the Official Journal of the European Union in January 2015. On 10 October 2018, amendments to the LCR Delegated Act were published in the Official Journal (Commission Delegated Regulation (EU) 2018/1620 of 13 July 2018) and will apply as of April 2020. Most of these amendments are related to the entry into force of the new securitisation framework on 1 January 2019. The Net Stable Funding Ratio ("**NSFR**") is part of the Basel III framework and aims to promote resilience over a longer time horizon (1 year) by creating incentives for banks to fund their activities with more stable sources of funding on an on-going basis.

Revisions to the CRD IV Package

On 23 November 2016, the European Commission presented a comprehensive package of reforms to further strengthen the resilience of EU banks and investment firms (the "**EU Banking Reform Package**"). The EU Banking Reform Package amends many existing provisions set out in the CRD IV Package, the BRRD and the SRM Regulation (as such terms are defined below). These proposals were agreed by the European Parliament, the European Council and the European Commission and were published in the Official Journal of the EU on 7 June 2019 entering into force 20 days after, even though most of the provisions will apply as of 2 years from the entry into force, i.e. after the 28 June 2021, allowing for a smooth implementation of the new provisions

The EU Banking Reform Package includes:

(i) revisions to the standardised approach for counterparty credit risk;

(ii) changes to the market risk rules which include the introduction first of a reporting requirement pending the implementation in the EU of the latest changes to the FRTB (as defined below) published in January 2019 by the BCBS and then the application of own funds requirements as of 1 January 2023;

(iii) a binding leverage ratio (and related improved disclosure requirements) introduced as a backstop to risk-weighted capital requirements and set at 3% of an institution's Tier 1 capital;

(iv) a binding NSFR (which will require credit institutions and systemic investment firms to finance their long-term activities (assets and off-balance sheet items) with stable sources of funding (liabilities) in order to increase banks' resilience to funding constraints). This means that the amount of available stable funding will be calculated by multiplying an institution's liabilities and regulatory capital by appropriate factors that reflect their degree of reliability over a year. The NSFR will be expressed as a percentage and set at a minimum level of 100%, indicating that an institution holds sufficient stable funding to meet its funding needs during a one-year period under both normal and stressed conditions. The NSFR will apply at a level of 100% at individual and a consolidated level, unless competent authorities waive the application of the NSFR on an individual basis as of two years after the date of entry into force of the EU Banking Reform Package;

(v) Changes to the large exposures limits, now calculated as the 25% of Tier 1; and

(vi) Improved own funds calculation adjustments for exposures to SMEs and infrastructure projects.

The elements of the package introduced by the Directive 2019/878 (which amends CRD IV) will also need to be implemented into national law. Member states are required to adopt and publish the measures necessary to comply with this Directive by 28 December 2020.

Revisions to the Basel III framework

In December 2017, the Basel Committee published of its final set of amendments to its Basel III framework (known informally as "**Basel IV**"). Basel IV is expected to introduce a range of measures, including:

(i) changes to the standardised approach for the calculation of credit risk;

(ii) limitations to the use of IRB approaches, mainly banks will be allowed to use the F-IRB approach and the SA, only for specialised lending the A-IRB will be still used;

(iii) a new framework for determining an institution's operational risk charge, which will be calculated only by using a new standardised approach;

(iv) an amended set of rules in relation to credit valuation adjustment; and

(v) an aggregate output capital floor that ensures that an institution's total risk weighted assets ("**RWA**") generated by IRB models are no lower than 72.5% of those generated by the standardised approach.

According to the Basel Committee, Basel IV has been introduced as a global standard originally from 1 January 2022 but the implementation has been postponed to 1 January 2023 due to the impact of Covid-19, with the output capital floor being phased-in (starting at 50% from 1 January 2022 and reaching 72.5% as of 1 January 2028). Furthermore, the Basel Committee postponed the suggested implementation date for the Fundamental Review of the Trading Book ("**FRTB**") to January 2023 to allow it to finalise the remaining elements of the framework and align the implementation date with the other Basel IV reforms.

Additional reforms to the banking and financial services sector

In addition to the substantial changes in capital and liquidity requirements introduced by Basel IV and the EU Banking Reform Package there are several other initiatives, in various stages of finalisation, which represent additional regulatory pressure over the medium term and have the potential to impact the Intesa Sanpaolo Group's business and operations. These initiatives include, amongst others, a revised EU securitisation framework (the "**Securitisation Regulation**"). Political agreement on the text of the Securitisation Regulation was agreed in May 2017 and it entered into force in January 2019, while a number of underlying regulatory and implementing technical standards delivered by the EBA and European Securities and Markets Authority are being adopted. The Securitisation Regulation introduced changes to the existing securitisation framework in relation to the nature of the risk retention obligation and due diligence requirements, the introduction of an adverse selection test for certain assets and a new framework for so-called "simple transparent and standardised securitisations" which will receive preferential capital treatment subject to a number of conditions.

On 9 November 2015, the Financial Stability Board ("**FSB**") published its final Total Loss-Absorbing Capacity ("**TLAC**") Principles and Term Sheet, proposing that G-SIBs maintain significant minimum amounts of liabilities that are subordinated (by law, contract or structurally) to liabilities excluded from TLAC, such as guaranteed insured deposits, derivatives, etc. and which forms a new standard for G-SIBs. The TLAC Principles and Term Sheet contains a set of principles on loss absorbing and recapitalisation capacity of G-SIBs in resolution and a term sheet for the implementation of these principles in the form of an internationally agreed standard. The TLAC Principles and Term Sheet require a minimum TLAC requirement for each G-SIB at the greater of (a) 16% of RWA (as of 1 January 2019) and 18% of RWA (as of 1 January 2022), and (b) 6% of the Basel III Tier 1 leverage ratio requirement (as of 1 January 2019), and 6.75 % (as of 1 January 2022). Liabilities that are eligible for TLAC include capital instruments and instruments that are contractually, statutorily or structurally subordinated to certain "excluded liabilities" (including insured deposits and liabilities that cannot be effectively written down or converted into equity by relevant authorities) in a manner that does not give rise to a material risk of compensation claims or successful legal challenges.

With a view to ensuring full implementation of the TLAC standard in the EU, the EU Banking Reform Package and the BRRD2 (as defined below) introduce minimum requirements for own funds and eligible liabilities ("**MREL**") applicable to G-SIIs (global systematically important institutions) with the TLAC standard and to allow resolution authorities, on the basis of bank-specific assessments, to require that G-SIIs comply with a supplementary MREL requirement strictly linked to the resolvability analysis of a given G-SII. Neither the Issuer nor any member of the Intesa Sanpaolo Group has been identified as a G-SIB in the 2019 list of global systematically important banks published by the FSB on 22 November 2019.

The BRRD2 includes important changes as it introduces a new category of banks, so-called top-tier banks, being banks which are resolution entities that are not G-SIIs but are part of a resolution group whose total assets exceed EUR 100 billion. ISP is a top-tier bank for this purpose. At the same time, the BRRD2 introduces a minimum harmonised MREL requirement (also referred to as a "**Pillar 1 MREL requirement**") which applies to G-SIIs and also top-tier banks. In addition, resolution authorities will be able, on the basis of bank-specific assessments, to require that G-SIIs and top-tier banks comply with a supplementary MREL requirement (a "**Pillar 2 MREL requirement**"). A subordination requirement is also generally required for MREL eligible liabilities under BRRD2, but exceptions apply.

In order to ensure compliance with MREL requirements, and in line with the FSB standard on TLAC, the BRRD2 provides that in case a bank does not have sufficient eligible liabilities to comply with its MREL requirements, the resultant shortfall is automatically filled up with CET1 Capital that would otherwise be counted towards meeting the combined capital buffer requirement. However, under certain circumstances, BRRD2 envisages a nine-month grace period before restrictions to discretionary payments to the holders of regulatory capital instruments and senior management of the bank take effect due to a breach of the combined capital buffer requirement.

On 12 March 2018, the Commission published a proposal for a directive on covered bonds (the On 12 March 2018, the Commission published a proposal for a directive on covered bonds (the "**CB Directive Proposal**") laying down the conditions that these bonds have to respect in order to be recognised under EU law and a proposal for amendments to art. 129 of the CRR, concerning the prudential treatment of covered bonds. The CB Directive Proposal together with amendments to art 129 of the CRR have been approved and the publication in the Official Journal. Member States have a 18 months period to implement the directive.

At national level, on 14 June 2018, the Bank of Italy issued for consultation a revision of the Circular No. 285 to anticipate, in part, the provisions of the CB Directive Proposal. On 1 October 2018, the amendment no. 23 of 25 September 2018 to the Circular no. 285 entered into force, which revises the rules regarding covered bonds in order to allow smaller banking institutions to issue them.

ECB Single Supervisory Mechanism

On 15 October 2013, the Council of the European Union adopted Council Regulation (EU) No. 1024/2013 conferring specific tasks on the ECB concerning policies relating to the prudential supervision of credit institutions (the "**SSM Regulation**") for the establishment of a single supervisory mechanism (the "**Single Supervisory Mechanism**" or "**SSM**"). The SSM Regulation provides the ECB, in conjunction with the national competent authorities of the Eurozone and participating Member States, with direct supervisory responsibility over "banks of significant importance" in those Member States. "Banks of significant importance" include any Eurozone bank that (i) has assets greater than €30 billion or – unless the total value of its assets is below €5 billion – greater than 20% of national gross domestic product of the relevant Member State; (ii) is one of the three most significant credit institutions established in a Member State; (iii) has requested, or is a recipient of, direct assistance from the European Financial Stability Facility or the European Stability Mechanism and/or (iv) is considered by the ECB to be of significant relevance where it has established banking subsidiaries in more than one participating Member State and its cross-border assets/liabilities represent a significant part of its total assets/liabilities. Intesa Sanpaolo S.p.A. and the Intesa Sanpaolo Group have been classified, respectively, as a significant supervised entity and a significant supervised group pursuant to the SSM Regulation and Regulation (EU) No. 468/2014 of the European Central Bank of 16 April 2014 (the "**SSM Framework Regulation**") and, as such, are subject to direct prudential supervision by the ECB.

The relevant national competent authorities continue to be responsible, in respect of Intesa Sanpaolo and its subsidiaries, for supervisory functions not conferred on the ECB, such as consumer protection, money laundering, payment services, and supervision over branches of third country banks. The ECB is exclusively responsible for the prudential supervision of Intesa Sanpaolo Group, which includes, *inter alia*, the power to: (i) authorise and withdraw authorisation; (ii) assess acquisition and disposal of holdings; (iii) ensure compliance with all prudential requirements laid down in general EU banking rules; (iv) set, where necessary, higher prudential requirements to protect financial stability under the conditions provided by EU law; (v) ensure compliance with robust corporate governance practices and internal capital adequacy assessment controls and (vi) intervene at the early stages when risks to the viability of a bank exist, in coordination with the relevant

resolution authorities. The ECB may exercise options and discretions under the SSM and SSM Framework Regulation in relation to the Intesa Sanpaolo Group.

The Intesa Sanpaolo Group is subject to the provisions of the EU Bank Recovery and Resolution Directive

On 2 July 2014, the directive providing for the establishment of an EU-wide framework for the recovery and resolution of credit institutions and investment firms (Directive 2014/59/EU) (the "**BRRD**") entered into force. The BRRD is designed to provide authorities with a credible set of tools to intervene sufficiently early and quickly in an institution that is failing or likely to fail so as to ensure the continuity of the institution's critical financial and economic functions, while minimising the impact of an institution's failure on the economy and financial system. The BRRD contains four resolution tools and powers which may be used alone or in combination where the relevant resolution authority considers that (a) an institution is failing or likely to fail, (b) there is no reasonable prospect that any alternative private sector measures would prevent the failure of such institution within a reasonable timeframe, and (c) a resolution action is in the public interest: (i) sale of business - which enables resolution authorities to direct the sale of the firm or the whole or part of its business on commercial terms; (ii) bridge institution - which enables resolution authorities to transfer all or part of the business of the firm to a "bridge institution" (an entity created for this purpose that is wholly or partially in public control); (iii) asset separation - which enables resolution authorities to transfer assets to one or more publicly owned asset management vehicles to allow them to be managed with a view to maximising their value through eventual sale or orderly wind-down (this can be used together with another resolution tool only) and (iv) bail-in - which gives resolution authorities the power to write down certain claims of unsecured creditors of a failing institution and to convert certain unsecured debt claims into shares or other instruments of ownership (i.e. other instruments that confer ownership, instruments that are convertible into or give the right to acquire shares or other instruments of ownership, and instruments representing interests in shares or other instruments of ownership) (the "**general bail-in tool**"). Such shares or other instruments of ownership could also be subject to any exercise of such powers by a resolution authority under the BRRD.

Resolution authorities have the power to amend or alter the maturity of certain debt instruments issued by an institution under resolution, amend the amount of interest payable under such instruments, the date on which the interest becomes payable (including by suspending payment for a temporary period) and to restrict the termination rights of holders of such instruments. The BRRD also provides for a Member State, after having assessed and exhausted the above resolution tools to the maximum extent possible whilst maintaining financial stability, to be able to provide extraordinary public financial support through additional financial stabilisation tools. Resolution authorities may provide public equity support to an institution and/or take the institution into public ownership. Such measures must be taken in accordance with the EU state aid framework and will require a contribution to loss absorption from shareholders and creditors via write-down, conversion or otherwise, in an amount equal to at least 8 % of total liabilities (including own funds).

As an exemption from these principles, the BRRD allows for three kinds of extraordinary public support to be provided to a solvent institution without triggering resolution: 1) a State guarantee to back liquidity facilities provided by central banks according to the central banks' conditions; 2) a State guarantee of newly issued liabilities; or 3) an injection of own funds in the form of precautionary recapitalisation. In the case of precautionary recapitalization EU state aid Rules require that shareholders and junior bond holders contribute to the costs of restructuring.

The BRRD requires all EU Member States to create a national, prefunded resolution fund (reaching a level of at least 1 % of covered deposits by 2024). The national resolution fund for Italy was created by the Bank of Italy on 18 November 2015 in accordance with Article 78 of Legislative Decree No. 180/2015 implementing the BRRD (the "**National Resolution Fund**") and required both ordinary and extraordinary contributions to be made by Italian banks and investment firms, including the Issuer. In the Eurozone, the national resolution funds set up under the BRRD were replaced by the Single Resolution Fund in the relevant Member State (the "**SRF**" or the "**Fund**"), set up under the control of the SRB, as of 1 January 2016 and the national resolution funds are being pooled together gradually. The SRF is intended to ensure the availability of funding support while a bank is resolved and will contribute to resolution if, and only after, at least 8 % of the total liabilities (including own funds) of the bank have been subject to bail-in. The SRF is expected to reach a target of around €60 billion (the basis being 1 per cent. of the covered deposits in the financial institutions of the Eurozone). Once this target level is reached, in principle, institutions will have to contribute only if the resources of the SRF are used up in

order to deal with resolution action taken by the relevant authorities. The BRRD has been implemented in Italy through the adoption of two Legislative Decrees by the Italian Government, namely, Legislative Decrees No. 180/2015 and 181/2015 (together, the "**BRRD Decrees**"), both of which were published in the Italian Official Gazette (*Gazzetta Ufficiale*) on 16 November 2015. Legislative Decree No. 180/2015 is a stand-alone law which implements the provisions of BRRD relating to resolution actions, while Legislative Decree No. 181/2015 amends the existing Banking Law (Legislative Decree No. 385 of 1 September 1993, as amended) and deals principally with recovery plans, early intervention and changes to the creditor hierarchy. The BRRD Decrees entered into force on 16 November, 2015, save that: (i) the bail-in tool applied from 1 January 2016; and (ii) a "depositor preference" granted for deposits other than those protected by the deposit guarantee scheme and excess deposits of individuals and SME's applied from 1 January 2019.

It is important to note that, pursuant to Article 49 of Legislative Decree No. 180/2015, resolution authorities may not exercise the bail-in powers in relation to secured liabilities, including covered bonds or their related hedging instruments, save to the extent that these powers may be exercised in relation to any part of a secured liability (including covered bonds and their related hedging instruments) that exceeds the value of the assets, pledge, lien or collateral against which it is secured. The BRRD specifically contemplates that *pari passu* ranking liabilities may be treated unequally. Accordingly, holders of Securities of a particular Series may be subject to write-down/conversion upon an application of the general bail-in tool while other Series of Securities (or, in each case, other *pari passu* ranking liabilities) are partially or fully excluded from such application of the general bail-in tool. Further, although the BRRD provides a safeguard in respect of shareholders and creditors upon application of resolution tools, Article 75 of the BRRD sets out that such protection is limited to the incurrence by shareholders or, as appropriate, creditors, of greater losses as a result of the application of the relevant tool than they would have incurred in a winding up under normal insolvency proceedings. It is therefore possible not only that the claims of other holders of junior or *pari passu* liabilities may have been excluded from the application of the general bail-in tool and therefore the holders of such claims receive a treatment which is more favourable than that received by holders of the Securities, but also that the safeguard referred to above does not apply to ensure equal (or better) treatment compared to the holders of such fully or partially excluded claims. This is due to the fact that the safeguard is not intended to address such possible unequal treatment but rather to ensure that shareholders or creditors do not incur greater losses in a bail-in (or other application of a resolution tool) than they would have received in a winding up under normal insolvency proceedings.

Certain categories of liability are subject to the mandatory exclusions from bail-in foreseen in Article 44(2)(g) of the BRRD. For instance, most forms of liability for taxes, social security contributions or to employees benefit from privilege under Italian law and as such are preferred to ordinary senior unsecured creditors in the context of liquidation proceedings. Article 108 of the BRRD requires that Member States modify their national insolvency regimes such that deposits of natural persons and micro, small and medium sized enterprises in excess of the coverage level contemplated by deposit guarantee schemes created pursuant to the BRRD have a ranking in normal insolvency proceedings which is higher than the ranking which applies to claims of ordinary, unsecured, non-preferred creditors. In addition, the BRRD does not prevent Member States, including Italy, from amending national insolvency regimes to provide other types of creditors, with rankings in insolvency higher than ordinary, unsecured, non-preferred creditors. Legislative Decree No. 181/2015 has amended the creditor hierarchy in the case of admission of Italian banks and investment firms to resolution as well as compulsory liquidation procedures by providing that, as from 1 January 2019, all deposits other than those protected by the deposit guarantee scheme and excess deposits of individuals and SMEs will benefit from a preference in respect of senior unsecured liabilities, though with a ranking which is lower than that provided for individual/SME deposits exceeding the coverage limit of the deposit guarantee scheme. On 25 October 2017 the European Parliament, the Council and the European Commission agreed on elements of the review of the BRRD. As part of this process Article 108 of the was amended by Directive (EU) 2017/2399. Member States were required to adopt and publish relevant laws, regulations and administrative provisions necessary to comply with the amendment to the creditor hierarchy by 29 December 2018. The recognition of the new class of so called "senior non-preferred debt" has been implemented in the EU through the Directive (EU) 2017/2399 of the European Parliament and of the Council of 12 December 2017 amending BRRD as regards the ranking of unsecured debt instruments in insolvency hierarchy. In Italy, the Directive has been implemented with the law No. 205/2017, modifying article 12bis of the Consolidated Banking Act.

Legislative Decree No. 181/2015 has also introduced strict limitations on the exercise of the statutory rights of set-off normally available under Italian insolvency laws, in effect prohibiting set-off by any creditor in the

absence of an express agreement to the contrary. Since each holder of the Securities will have expressly waived any rights of set-off, counterclaim, abatement or other similar remedy which they might otherwise have, under the laws of any jurisdiction, in respect of such Securities, it is clear that the statutory right of set-off available under Italian insolvency laws will likewise not apply.

The powers set out in the BRRD will impact how credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors. As indicated above, holders of the Securities may be subject to write-down/conversion into shares or other instruments of ownership on any application of the general bail-in tool.

The BRRD also established that institutions shall meet, at all times, their MREL requirement. Under Article 45 of the BRRD, MREL is to be calculated as the amount of own funds and eligible liabilities expressed as a percentage of total liabilities and own funds of the institution.

Revisions to the BRRD framework

The EU Banking Reform Package includes Directive (EU) 2019/879, which provides for a number of significant revisions to the BRRD (known as "**BRRD2**"). BRRD2 provides that Member States are required to ensure implementation into local law by 28 December 2020 with certain requirements relating to the implementation of the TLAC standard applying from January 2022 while the transitional period for full compliance with MREL requirements is foreseen until 1 January 2024, with interim targets for a linear build-up of MREL set at 1 January 2022. The EU Banking Reform Package includes, amongst other things:

(i) full implementation of the FSB's TLAC standard in the EU and revisions to the existing MREL regime. Additional changes to the MREL framework include changes to the calculation methodology for MREL, criteria for the eligible liabilities which can be considered as MREL, the introduction of internal MREL and additional reporting and disclosure requirements on institutions;

(ii) introduction of a new category of "top-tier" banks, being banks which are resolution entities that are not G-SIIs but are part of a resolution group whose total assets exceed EUR 100 billion;

(iii) the introduction of a new moratorium power for resolution authorities and requirements on the contractual stays in resolution; and

(iv) amendments to the article 55 regime in respect of the contractual recognition of bail-in.

Changes to the BRRD under BRRD2 will impact how credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors.

Intesa Sanpaolo Group is subject to the provisions of the Regulation establishing the Single Resolution Mechanism

On 19 August 2014, the Regulation (EU) No. 806/2014 establishing a Single Resolution Mechanism (the "**SRM Regulation**") entered into force. The SRM Regulation became operational on 1 January 2016. There are, however, certain provisions including those concerning the preparation of resolution plans and provisions relating to the cooperation of the SRB with national resolution authorities, which entered into force on 1 January 2015. The SRM Regulation was subsequently updated with the EU Banking Reform Package in June 2019. The SRM Regulation, which complements the SSM (as defined above), applies to all banks supervised by the SSM. It will mainly consist of the SRB and the SRF.

The Single Resolution Mechanism framework ensures that, instead of national resolution authorities, there will be a single authority – i.e. the SRB – which takes all relevant decisions for the resolution of banks being supervised by the SSM and part of the Eurozone. In line with the changes to BRRD2 described above, revisions to the provisions of the SRM Regulation (in relation to MREL) are due to change in due course.

OFFERING AND SALE

The Securities may be offered to retail clients, professional clients and other eligible counterparties. No action has been or will be taken by the Issuer that would permit a public offering of any Securities or possession or distribution of any offering material in relation to any Securities in any jurisdiction where action for that purpose is required. No offers, sales, resales or deliveries of any Securities, or distribution of any offering material relating to any Securities, may be made in or from any jurisdiction except in circumstances which will result in compliance with any applicable laws and regulations and which will not impose any obligation on the Issuer.

1. PUBLIC OFFER SELLING RESTRICTION UNDER THE PROSPECTUS REGULATION

If the Final Terms in respect of any Securities specifies "Prohibition of Sales to Retail Investors" as "Not Applicable", in relation to each Member State of the European Economic Area (each, a "**Relevant Member State**"), each Manager has represented and agreed that, and each further Manager appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of the Securities which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto may not be offered to the public in that Relevant Member State, except that such Securities may be offered to the public in that Relevant Member State:

(a) if the final terms in relation to the Securities specify that an offer of those Securities may be made other than pursuant to Article 1(4) of the Prospectus Regulation in that Relevant Member State (a "**Non-exempt Offer**"), following the date of publication of a prospectus in relation to such Securities which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, provided that any such prospectus has subsequently been completed by the final terms contemplating such Non-exempt Offer, in accordance with the Prospectus Regulation, in the period beginning and ending on the dates specified in such prospectus or final terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;

(b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(c) at any time to fewer than 150, natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to the prior consent of the relevant Manager(s) nominated by the Issuer for any such offer having been obtained; or

(d) at any time in any other circumstances falling within a Prospectus Exemption (as defined below),

provided that no such offer of Securities referred to in (b) to (d) above shall require the publication by the Issuer or any Manager of a prospectus pursuant to Article 3(1) of the Prospectus Regulation or the supplementing by the Issuer or any Manager of a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an **offer of Securities to the public** in relation to any Securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe the Securities.

The expression "**Prospectus Exemptions**" means Article 1 (4) of the Prospectus Regulation, as applicable, and includes any additional exemptions and implementation measures applicable in the Relevant Member State.

2. UNITED STATES

No Securities of any series nor, in case of Physical Delivery Securities, the Entitlement to be delivered upon the exercise of such Securities, have been, nor will they be registered under the Securities Act or with any securities authority of any State or other jurisdiction of the U.S., and trading in the Securities has not been approved by the CFTC under the Commodity Exchange Act. The Securities and the Entitlements may not be offered, sold, pledged or otherwise transferred, directly or indirectly, within the United States or to a U.S. person unless such offer or sale has been registered under the Securities Act or pursuant to an exemption from, or a transaction not subject to, the registration requirements of the Securities Act.

The Securities and the Entitlements are being offered and sold outside the U.S. to persons that are not U.S. persons (as defined in Regulation S) in reliance on Regulation S. No Securities of any series, or interests therein, or Entitlements may at any time be offered, sold, resold, traded, pledged, exercised, redeemed, transferred or delivered, directly or indirectly, in or into the United States (as defined in Regulation S) or to, or for the account or benefit of, any U.S. person and any offer, sale, resale, trade, pledge, exercise, redemption, transfer or delivery made, directly or indirectly, within the United States or to, or for the account or benefit of, a U.S. person will not be recognised.

The Securities and Entitlements may not be legally or beneficially owned by U.S. persons at any time. Each holder and each beneficial owner of a Security or an Entitlement hereby represents, as a condition to purchasing or owning the Security, the Entitlement or any beneficial interest therein, that neither it nor any person for whose account or benefit the Securities or Entitlements are being purchased is located in the United States, is a U.S. person or was solicited to purchase the Securities while present in the United States. Each holder and each beneficial owner of a Security or an Entitlement hereby agrees not to offer, sell or deliver any of the Securities or the Entitlements, at any time, directly or indirectly, in the U.S. or to any U.S. person. The term "U.S. person" has the meaning ascribed to it in Regulation S under the Securities Act.

Each Manager of an issue of Securities will be required to agree that it, its affiliates and any person acting on its or their behalf will not at any time offer, sell, resell, trade, pledge, exercise, redeem, transfer or deliver, directly or indirectly, Securities of such series in the United States or to, or for the account or benefit of, any U.S. person or to others for offer, sale, resale, trade, pledge, exercise, redemption, transfer or delivery, directly or indirectly, in the United States or to, or for the account or benefit of, any such U.S. person. Each Manager of an issue of Securities will be required to agree that it, its affiliates, and any person acting on its or their behalf will not offer or sell the Securities at any time except in accordance with Rule 903 of Regulation S under the Securities Act, and that neither it, its affiliates, nor any persons acting on its or their behalf will engage in any "directed selling efforts" (as defined in Regulation S of the Securities Act) with respect to the Securities and it and they will comply with the offering restrictions requirements of Regulation S under the Securities Act. The terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Any person purchasing Securities of any series or Entitlements must agree with the Manager or the seller of such Securities that (i) it is not a U.S. person and it is not located in the United States and was not solicited to purchase the Securities while present in the United States, (ii) it will not at any time offer, sell, resell, trade, pledge, exercise, redeem, transfer or deliver, directly or indirectly, any Securities of such series so purchased in the United States or to, or for the account or benefit of, any U.S. person or to others for offer, sale, resale, trade, pledge, exercise, redemption, transfer or delivery, directly or indirectly, in the United States or to, or for the account or benefit of any, U.S. person, (iii) it is not purchasing any Securities of such series or any Entitlement for the account or benefit of any U.S. person and (iv) it will not make offers, sales, resales, trades, pledges, exercises, redemptions, transfers or deliveries of any Securities of such series (otherwise acquired) or Entitlements, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. person. Each Manager of an issue of Securities will also be required to agree, and any person purchasing Securities of any series must agree, to send each person who purchases any Securities of such series or Entitlements from it, at or prior to confirmation of sale of any Securities, a written confirmation (which shall include the definitions of "United States" and "U.S. persons" set forth herein) stating that the Securities and Entitlements have not been registered under the Securities Act or any state securities laws, and that trading in the Securities has not been approved by the Commodity Futures Trading Commission under the Commodity Exchange Act and stating that such purchaser agrees that it will not at any time offer, sell, resell, trade, pledge, exercise, redeem, transfer or deliver Securities or Entitlements, directly or indirectly, in the United States or to, or for the account or benefit of, any U.S. person. Prior to the delivery of the Entitlement in respect of a Physical Delivery Security the holder thereof will be required to represent that, inter alia, he is not a U.S. person, the Security was not exercised on behalf of a U.S. person and in the case of Physical Delivery Securities, no securities or other property have been or will be delivered within the United States or to, or the account or benefit of, a U.S. person in connection with any exercise thereof. See Condition 20(A) in respect of Warrants and Condition 22(A) in respect of Certificates.

The Securities are also subject to U.S. tax law requirements and, except in certain transactions permitted by U.S. Treasury regulations, may not be offered, sold or delivered within the United States or its possessions or to United States persons. Terms used in this paragraph have the meanings given to them by the Code and the U.S. Treasury regulations promulgated thereunder.

In July 2010 the Dodd-Frank Wall Street Reform and Consumer Protection Act ("**Dodd-Frank**") was enacted, which provides for substantial changes to the regulation of the futures and over-the-counter (OTC) derivative markets. Dodd-Frank requires regulators, including the CFTC, the Securities and Exchange Commission (the "**SEC**"), the Department of the Treasury, the Financial Stability Oversight Council (the FSOC), the Office of the Comptroller of the Currency, and the Federal Deposit Insurance Corporation to adopt regulations to implement many of the requirements of the legislation.

Most of the regulations under Dodd-Frank have been adopted and these legislative and regulatory changes have increased the level of regulation of markets and market participants, and therefore the costs of participating in the commodities, futures and OTC derivative markets. Without limitation, these changes will require many OTC derivative transactions to be executed on regulated exchanges or trading platforms and cleared through regulated clearing houses. Swap dealers are required to be registered, to comply with business conduct standards and to clear certain classes of interest rate and credit default swaps through registered derivatives clearing organizations (unless an exception to clearing applies). The various legislative and regulatory changes, and the resulting increased costs and regulatory oversight requirements, could result in market participants being required to, or deciding to, limit their trading activities, which could cause reductions in market liquidity and increases in market volatility. These consequences could adversely affect the return on and value of the Securities.

US Tax Selling Restrictions

Securities that constitute “registration required obligations” under the United States Tax Equity and Fiscal Responsibility Act of 1982, the Code, or US Treasury Regulations and are not considered to be in “registered form” for US federal income tax purposes ("**TEFRA Notes**") 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 United States person except in compliance with (i) US Treas. Reg. §1.163-5(c)(2)(i)(D) or any successor rules in substantially the same form that are applicable for proposes of Section 4701 of the Code (the "**D Rules**"), or (ii) US Treas. Reg. §1.163-5(c)(2)(i)(C) or any successor rules in substantially the same form that are applicable for proposes of Section 4701 of the Code (the "**C Rules**").

With respect to TEFRA Notes issued in compliance with the D Rules, the Issuer and each Manager has represented and agreed that:

(i) except to the extent permitted under the D Rules, (a) it has not offered or sold, and during the required restricted period it will not offer or sell such TEFRA Notes to a person who is within the United States or its possessions or to a United States person and (b) it has not delivered and agrees that it will not deliver within the United States or its possessions Global Securities that are TEFRA Notes that will be sold during the restricted period;

(ii) it has and agrees that throughout the restricted period it will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling such TEFRA Notes are aware that such TEFRA Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person (except to the extent permitted under the D Rules);

(iii) if it is a United States person, it is acquiring such TEFRA Notes for purposes of resale in connection with their original issuance, and if it retains such TEFRA Notes for its own account, it will do so in accordance with the requirements of the D Rules; and

with respect to each affiliate or distributor that acquires such TEFRA Notes from the Issuer or the Manager for purpose of offering or selling such TEFRA Notes during the restricted period, the Issuer or Dealer either repeats and confirms the representations and agreements contained in Paragraphs (i), (ii) and (iii) above on such affiliate's or distributor's behalf or agrees that it will obtain from such affiliate or distributor for the benefit of the Issuer and each Dealer the representations and agreements contained in such Paragraphs.

With respect to TEFRA Notes issued in compliance with the C Rules, the Issuer and each Manager has represented and agreed that:

(i) it has not offered, sold or delivered, and will not offer, sell or deliver, directly or indirectly, such TEFRA Notes within the United States or its possessions in connection with their original issuance; and

(ii) it has not communicated, and will not communicate, directly or indirectly, with a prospective purchaser if it is within the United States or its possessions or otherwise involve its US office, if any, in the offer or sale of such TEFRA Notes.

Terms used in this Section shall have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, ("**Code**") and the US Treasury Regulations promulgated thereunder, including the C Rules and the D Rules.

The Hiring Incentives to Restore Employment Act of 2010 repealed the C Rules and D Rules for TEFRA Notes issued after 18 March 2012. However, in Notice 2012-20, the US Department of Treasury and the US Internal Revenue Service indicated that they intend to provide in regulations that rules identical to the C Rules and D Rules will apply to non-US issuers of TEFRA Notes for purposes of establishing an exemption from the excise tax imposed by Section 4701 of the Code. (The amount of the excise tax is one per cent. of the principal amount of the obligation, multiplied by the number of calendar years until the obligation reaches maturity). Consequently, TEFRA Notes issued in accordance with the C Rules or D Rules should continue to be treated as "foreign targeted obligations" that are exempt from the excise tax.

3. PROHIBITION OF SALES TO RETAIL INVESTORS

Unless the Final Terms in respect of any Securities specifies the "Prohibition of Sales to Retail Investors" as "Not Applicable", each Manager has represented and agreed, and each further Manager 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 Securities 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 either in the European Economic Area or in the specified jurisdictions only. 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 Directive 2014/65/EU (as amended, "**MiFID II**"); or

ii. a customer within the meaning of Directive 2016/97/EU (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

iii. not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the "**Prospectus Regulation**"); or

iv. a retail client within the meaning of any equivalent definition under the applicable legislation of the specified jurisdiction outside the EEA; 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 Securities to be offered so as to enable an investor to decide to purchase or subscribe the Securities.

4. SWITZERLAND

Restrictions for distribution to Private Clients (as defined below)

Securities may be offered to private clients (*Privatkundinnen und -kunden*) ("**Private Clients**"; see also Opting-in Client defined below) pursuant to article 4 para. 2 of the Swiss Financial Services Act ("**FinSA**")in or from Switzerland only if a key investor document pursuant to article 58 et seqq. FinSA (*Basisinformationsblatt*) ("**KID**") or pursuant to the PRIIPs Regulation ("**PRIIPs-KID**") relating to the Securities has been prepared and provided to Private Clients, unless Private Clients may exclusively purchase Securities under an asset management agreement pursuant to article 58 para. 2 FinSA. Before 1 January 2021, such Securities may be offered to Private Clients in or from Switzerland alternatively on the basis of a simplified prospectus relating to such Securities pursuant to article 5 para. 2 of the Swiss Collective Investment Shemes Act ("**CISA**"; as in force on 1 March 2013) instead of a KID or PRIIPs-KID.

If such disclosure document has not been prepared and provided to Private Clients, the Securities may only be offered in or from Switzerland to Private Clients which exclusively purchase Securities under an asset management agreement pursuant to article 58 para. 2 FinSA, professional clients (*professionelle Kunden*) and institutional clients (*institutionelle Kunden*) ("**Professional and Institutional Clients**") as defined in article 4

para. 3 and 4 and article 5 para. 1 FinSA. In such case, neither this Base Prospectus nor any other documents aimed at marketing specific Securities shall be despatched, copied to or otherwise made available to, and the Securities may not be offered for sale or advertised to any person in Switzerland, except to such Private Clients, Professional and Institutional Clients, i.e. to (a) regulated financial intermediaries pursuant to the Swiss Banking Act, the Swiss Financial Institutions Act and CISA (as currently in force), (b) regulated insurance institutions pursuant to the Swiss Insurance Supervision Act, (c) foreign financial intermediaries subject to a prudential supervision as the persons pursuant to (a) and (b) above, (d) central banks, (e) public entities with professional treasury operations, (f) occupational pension schemes and other institutions whose purpose is to serve occupational pensions with professional treasury operations, (g) undertakings with professional treasury operations, (h) large companies that exceed two of the three relevant thresholds, being (x) balance sheet total of CHF 20 million, (y) turnover of CHF 40 million, and/or (z) equity capital of CHF 2 million, (i) private investment structures for high-net worth individuals with professional treasury operations and (j) Opting-out Clients (as defined below), provided such clients in (a) through (h) are not Oping-in Clients (as defined below).

An "**Opting-in Client**" is a by default Professional or Institutional Client who confirms in writing according to article 5 para. 5 and 6 FinSA, respectively, that it shall be deemed and is forthwith treated as Private Client pursuant to article 4 para. 2 FinSA.

An "**Opting-out Client**" (*vermögende Privatkundinnen und -kunden*) is a private individual or a private investment structure who confirms credibly and in writing (i) that, based on his/her education and his/her professional experience or based on comparable experience in the financial sector, he/she has the necessary knowledge to understand the risks connected with an investment in the Securities and who owns, directly or indirectly, eligible financial assets of at least CHF 500'000, or (ii) that he/she owns, directly or indirectly, eligible financial assets of at least CHF 2 million.

No public offering

Furthermore, this Base Prospectus is not intended to constitute an offer or solicitation to purchase or invest in the Securities described herein. The Securities may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the FinSA and neither this Base Prospectus nor any KID, PRIIPs-KID, simplified prospectus or other offering or marketing material relating to the Securities may be publicly distributed or otherwise made publicly available in Switzerland except if the following prospectus requirements are complied with:

Until six months after a reviewing body has been authorized by the Swiss Financial Market Supervisory Authority ("**FINMA**"), provided such date falls on or after 1 October 2020: Compliance of this Base Prospectus and any additional offering documents required, if any, with article 1156 of the Swiss Code of Obligations (as in effect immediately prior to the entry into force of the FinSA) and, if applicable, the listing rules of SIX Swiss Exchange Ltd ("**SIX**") or BX Swiss Ltd ("**BX Swiss**").

Thereafter: Compliance of this Base Prospectus and any additional offering documents required, if any, with article 40 et seqq. FinSA, and approval of this Base Prospectus and any such additional offering documents, if any, by a reviewing body authorized by FINMA for that purpose pursuant to article 51 et seqq. FinSA, unless an exception from such obligations pursuant to article 36 et seqq. FinSA applies article 51 et seqq. FinSA, unless an exception from such obligations pursuant to article 36 et seqq. FinSA applies.

5. GENERAL

The Manager or, as the case may be, each Manager will be required to represent and agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Securities or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Securities under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any Manager shall have any

responsibility therefor.

Neither the Issuer nor any Manager represents that Securities may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

With regard to each Tranche, the Manager or, as the case may be, each Manager will be required to comply with such other restrictions as the Issuer and the Manager(s) shall agree and as shall be set out in the applicable Final Terms.

FORM OF FINAL TERMS

[PROHIBITION OF SALES TO RETAIL INVESTORS - The Securities 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**")] [and] [*Insert jurisdiction(s)* [•]]. 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 2016/97/EU ("**IDD**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation [or (iv) a retail client within the meaning of any equivalent definition under the applicable legislation of [*Insert jurisdiction(s)* [•]]. Consequently no key information document required by Regulation (EU) No 1286/2014 as amended (the "**PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in [the EEA] [and] [*Insert jurisdiction(s)* [•] [only]] has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in [the EEA] [and] [*Insert jurisdiction(s)* [•] [only]] may be unlawful under the PRIIPS Regulation.]

FINAL TERMS

[*Insert date*]

Intesa Sanpaolo S.P.A.

Legal entity identifier (LEI): 2W8N8UU78PMDQKZENC08

[*Title of Warrants or Certificates*]

[[*commercial name*:] [referred to for commercial purposes as**] ["[●]"]**

under the Warrants and Certificates Programme IMI CIB

PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions set forth in the Base Prospectus dated 12 June 2020 [and the supplement[s] to the Base Prospectus dated [●] [which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation as amended][15]. This document constitutes the Final Terms of the Securities described herein [for the purposes of Article 8(1) of the Prospectus Regulation] [16] and must be read in conjunction with the Base Prospectus [as supplemented]. Full information on the Issuer and the offer of the Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus [as supplemented]. The Base Prospectus [and the supplement to the Base Prospectus] is [are] available for viewing during normal business hours at the registered office of the Issuer [and the specified offices of the Principal Security Agent][17]. The Base Prospectus [and the supplement to the Base Prospectus] [has] [have] been published on the websites of the Luxembourg Stock Exchange (www.bourse.lu) and the Issuer (www.intesasanpaolo.prodottiequotazioni.com). [An issue specific summary of the Securities is annexed to these Final Terms]. In the case of the Securities admitted to trading on the regulated market of the Luxembourg Stock Exchange, the Final Terms will be published on the website of the Luxembourg Stock Exchange [and of the Issuer][18].]

(*The Final Terms relating to each issue of Securities will contain (without limitation) such of the following information as is applicable in respect of such Securities. Any information that is not applicable will be deleted*)

References herein to numbered Conditions are to the terms and conditions of the relevant series of Securities and words and expressions defined in such terms and conditions shall bear the same meaning in these Final Terms insofar as they relate to such series of Securities, save as where otherwise expressly provided.

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15 Delete wording in square brackets where an exempt offer of Securities is anticipated.
16 Delete wording in square brackets where an exempt offer of Securities is anticipated.
17 Delete wording in square brackets in the case of Italian Dematerialised Securities.
18 Delete wording in square brackets where an exempt offer of Securities is anticipated.

These Final Terms relate to the series of Securities as set out in "Specific Provisions for each Series" below. References herein to "Securities" shall be deemed to be references to the relevant [Warrants/Certificates] that are the subject of these Final Terms and references to "Securities" and "Security" shall be construed accordingly.

1. Specific provisions for each Series:

Series Number	**No. of Securities issued**	**[Issue Price][Indicative Price] per Security**
●	●	●
●	●	●

2. Tranche Number: [[ ] [Not applicable]

3. Minimum Exercise [Amount][Number]: [[ ] [Not applicable]

4. Minimum Trading [Amount][Number]: [[ ] [Not applicable]

5. Consolidation: [The Securities are to be consolidated and form a single series with the [*insert title of relevant series of Securities*] issued on [*insert issue date*]]. (*Only applicable in relation to Securities which are fungible with an existing series of Securities*) [Not applicable]

6. Type of Securities and underlying asset:

(a) The Securities are [Certificates][[Covered] Warrants]. [The Certificates are [Index Securities] [and] [Share Securities] [and] [Exchange Rate Securities] [and] [Interest Rate Securities] [and] [Futures Contract Securities] [and] [Commodity Securities] [and] [Fund Securities] [and Govies Securities] [and] [Combined Securities].] [The Warrants are [European][American] Style Warrants.]

(b) The item(s) to which the Securities relate [is] [are] [*specify underlying asset(s) in relation to the remuneration amounts and the Cash Settlement Amount*]

[*if the underlying is a Share, specify: name of the issuer of the security and ISIN or other identification code*]

[*If the Underlying is an Index specify the name of the Index, and where the composition, set of rules and governing rules may be found*]

[*if the underlying is an Interest Rate, describe the interest rate*]

[*If the Underlying qualifies as "benchmark" for the purposes of the Benchmark Regulation insert:*

[*specify benchmark(s)*] [is/are] provided by [*insert administrator(s) legal name(s)*] [*repeat as necessary*]. [As at the date of these Final Terms, [*insert administrator(s) legal name(s)*] [appear[s]]/[[does]/[do] not appear] [*repeat as necessary*] in the register of administrators and

benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmark Regulation. [As far as the Issuer is aware, [[*insert benchmark(s)*] [does/do] not fall within the scope of the Benchmark Regulation by virtue of Article 2 of that Regulation] [*repeat as necessary*] *OR* [the transitional provisions in Article 51 of the Benchmark Regulation apply], such that [*insert administrator(s) legal name(s)*] [is/are] not currently required to obtain authorisation or registration [since [*specify benchmark(s)*] [has/have] been recognised as [a] critical benchmark(s)] (or, if located outside the European Union, recognition, endorsement or equivalence). [*repeat as necessary*].]

[*if the underlying is an Exchange Rate, a Commodity, a Futures Contract, an ADR or GDR, insert description of the underlying and specify where to obtain information about such underlying*]

[*if the underlying is a Government Bond, specify: (i) whether the Underlying is the Government Bond or the Yield of Government Bond, (ii) the name of the issuer of the security and (iii) the ISIN or other identification code. Where the Underlying is the Yield of Government Bond, specify also the information source*]

[*specify where information about the past and the further performance of the underlying and its volatility can be found*]

[*in case of Basket insert*:

a Basket of [ ] composed as follows:

i	**Basket Constituent**	**[Basket Constituent Weight]**	**[Cap]**
[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]

]

[*In case of Securities linked to a Basket of Baskets insert:*

a Basket of baskets (each a "**Basket Constituent**") composed as follows:

i	**Basket Constituent**	**[Basket Constituent Weight]**	**[Cap]**	**t**	**Financial assets composing the Basket Constituent**	**Weight of the financial asset composing the Basket Constituent**
[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]

				[ ]	[ ]	[ ]
				[ ]	[ ]	[ ]
				[ ]	[ ]	[ ]
				[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
				[ ]	[ ]	[ ]
				[ ]	[ ]	[ ]
				[ ]	[ ]	[ ]
				[ ]	[ ]	[ ]
				[ ]	[ ]	[ ]

]

[*in case of Multiperformance Certificates insert*:

the following Underlyings:

i	**Underlying**
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]

]

[*in case of Currency Certificates insert:*

the following exchange rates:

exchange rate	**Exchange Rate Weight**
[ ]	[ ]
[ ]	[ ]
[ ]	[ ]

]

[*in case of Spread Certificates insert*:

Underlying A: [ ]

Underlying B: [ ]]

7. Typology: [Standard (Long/Short) Certificates]
[Max (Long/Consolidation Long/Short) Certificates]
[Spread (Type A/ Type B/ Type C/Type D) Certificates]
[Twin Win (Long/Short) Certificates]
[Benchmark (Long/Short) Certificates]

		[Outperformance (Long/Short) Certificates] [Buffer Protection Certificates] [Global Performance Certificates] [Lucky Protection (Long/Short) Certificates] [Dynamic Protection (Long/Short) Certificates] [Currency Certificates] [Combined Amount Certificates] [Long Outperformance Combined Certificates] [Multiperformance Certificates] [Gap (Long/Short) Certificates] [Dual Currency FX Certificates] [Calendar Certificates] [Switch Certificates][Call Certificates] [Call [Covered] Warrants][Call Spread Warrants][Put [Covered] Warrants][Put Spread Warrants][Interest Rate Warrants] [Corridor Warrants]
8.	(i) Exercise Date:	The Exercise Date of the Securities is [ ].
	(ii) Renouncement Notice Cut-off Time:	[ ] (*Only applicable for Italian Traded Securities*) [Not applicable]
9.	Settlement Date:	The Settlement Date for the Securities is [ ].
10.	Delivery Date:	[The Delivery Date for the Securities is [ ].][Not applicable.]
11.	Issue Date:	The Issue Date is [ ].
12.	Issue Currency:	The Issue Currency is [ ].
13.	Discount Price	[ ] [Not applicable].
14.	Purchase Price:	[ ] [Not applicable]. *(Only applicable in relation to Digital Certificates)*
15.	Business Day Centre(s):	The applicable Business Day Centre[s] (*for the purposes of the definition of "Business Day" in Condition 3*) [is/are] [ ].
16.	Business Day:	[Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention][ ]
17.	Exchange Business Day:	[Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention][ ]
18.	Settlement Business Day:	Settlement Business day (*for the purposes of Condition 4*) means [ ]. (*N.B. Only applicable in the case of Physical Delivery Securities*)[Not applicable]
19.	Settlement:	Settlement will be by way of [cash payment (**Cash Settled Securities**)] [or] [physical delivery (**Physical Delivery Securities**)](*in case of Physical Delivery Securities, specify if Physical Delivery Confirmation Notice is applicable*).

20.	Exchange Rate:	The applicable Exchange Rate for conversion of the Underlying Reference Currency into the Settlement Currency, is [*insert rate of exchange and details of how and when such rate is to be ascertained*] [Not applicable].
21.	Settlement Currency:	The settlement currency [[for the payment of [the Cash Settlement Amount] (*in the case of Cash Settled Securities*)/[the Settlement Disruption Amount] (*in the case of Physical Delivery Securities*)] [and any other remuneration amount under the Securities]] is [ ]. [*If the Securities are Cash Settled Securities that are Dual Currency Securities*: The Securities are Dual Currency Securities (*For the purposes of Condition 3 and Condition 24 include applicable provisions, such as:* *- Exchange Rate/method of calculating the Exchange Rate* *- the party, if any, responsible for calculating the Cash Settlement Amount* *- the provisions applicable where calculation by reference to the Rate of Exchange is impossible or impracticable, including a description of market disruption or settlement disruption events and adjustment provisions* *- person at whose option the Specified Currency(ies) are payable*).]
22.	Name and address of Calculation Agent:	The Calculation Agent is [ ]. [*Insert address of Calculation Agent*]
23.	Exchange(s):	[(*For the purposes of Condition 3 and Condition 15*) The relevant Exchange[s] [is/are] [ ][in respect of each component security of the Index (each an Index Constituent), [ ] [the principal stock exchange on which such Index Constituent is principally traded, as determined by the Calculation Agent]]. [Not applicable]
24.	[Reference Source] [, Index Sponsor] [, Fund Manager] [,Calculation Entity]:	[ ] [Not applicable]
25.	Related Exchange(s):	[(*For the purposes of Condition 15*) The relevant Related Exchange(s) [is/are] [ ] [Not applicable]
26.	Rollover Date:	[ ] [Not applicable] *(Only applicable in relation to Futures Contract Securities)*
27.	Open End Feature:	[Applicable][Not applicable]
28.	Put Option: *(only if Put Option or Open End Feature is specified as applicable. Delete the sub-paragraphs if not applicable)*	[Applicable][Not applicable]
	Put Valuation Date(s):	[ ]

	Put Notice Period:	from [ ] to [ ] (*Specify each period if more than one*)
29.	Call Option: *(only if Call Option or Open End Feature is specified as applicable. Delete the sub-paragraphs if not applicable)*	[Applicable][Not applicable]
	Call Valuation Date(s):	[ ]
	Call Notice Period:	from [ ] to [ ] (*Specify each period if more than one*)
30.	Maximum Level:	[Applicable [*specify level*]/ Not applicable]
31.	Minimum Level:	[Applicable [*specify level*]/ Not applicable] *(Only applicable in relation to Fund Securities)*
32.	Settlement Amount:	[*Insert details of how Cash Settlement Amount / Physical Delivery is to be calculated pursuant to Condition 24 (Pay-out Provisions)* [ ] [*Specify the Underlying(s) which will be considered for the purposes of the calculation of the Cash Settlement Amount*]
33.	Multiplier:	[The Multiplier to be applied is [ ]][Not applicable] [The Adjustment Days are: [ ]]
34.	Relevant Asset(s):	The Relevant Asset to which the Securities relate [is/are] [ ][Not applicable]. (*Only applicable in relation to Physical Delivery Securities*)
35.	Entitlement:	[Not applicable.] [The Entitlement (as defined in Condition 3) in relation to each Security is [ ] (*For the purposes of Condition 3 and Condition 22 insert if necessary, details of how the Entitlement will be calculated*). The Entitlement will be evidenced by [*For the purposes of Condition 22 insert details of how the Entitlement will be evidenced*] The Entitlement will be delivered [*For the purposes of Condition 22 insert details of the method of delivery of the Entitlement*].] (*Only applicable in relation to Physical Delivery Securities*)
36.	AMF Percentage: *(Delete sub-paragraph if not applicable)*	[Not applicable] [ ]% *(Only in relation to Benchmark Certificates if AMF or VMF is specified as applicable)*

	AMF Multiplier$_t$:	[AMF Multiplier$_t$ is the AMF Multiplier determined at the Adjustment Day "t" [*insert, if necessary, details of how the AMF Multiplier$_t$ will be calculated*] [The Adjustment Days are: [ ]]
	AMF Adjustment Factor$_t$	[Applicable. [*insert, if necessary, details of how the AMF Adjustment Factor$_t$ will be calculated*]
37.	VMF Percentage: *(Delete sub-paragraph if not applicable)*	[Not applicable] [ ]% *(Only in relation to Benchmark Certificates if VMF is specified as applicable)*
	VMF Multiplier$_t$:	[VMF Multiplier$_t$ is the VMF Multiplier determined at the Adjustment Day "t" [*insert, if necessary, details of how the VMF Multiplier$_t$ will be calculated*] [The Adjustment Days are: [ ]]
	VMF Adjustment Factor$_t$:	[Applicable. [*Insert, if necessary, details of how the VMF Adjustment Factor$_t$ will be calculated*]
38.	Strike Price:	[ ] [Not applicable] *(Only applicable in relation to Short Benchmark Certificates)*
39.	Conversion Rate:	[ ] [Not applicable] *(Only applicable in relation to Dual Currency FX Certificates)*
40.	Underlying Reference Currency:	The Underlying Reference Currency is [ ]
41.	Quanto Option:	[Applicable] [Not applicable]
42.	Determination Date(s):	[ ] / from [ ] to [ ] [Not applicable]
43.	Valuation Date(s):	[ ] / from [ ] to [ ] [Not applicable]
44.	Intraday Value:	[Applicable] [Not applicable]
45.	Reference Value:	[For the purposes of the [determination of the] [Accumulating Event] [Barrier Event] [Barrier Gap Event] [Consolidation Floor Event] [Coupon Event] [Digital Event] [Cliquet Valuation Period] [Early Redemption Event] [Extra Consolidation Digital Event] [Gearing Event] [Knock-in Event] [Knock-out Event] [Participation Rebate Event] [Restrike Event] [Switch Event] [Internal Return Amount] [Participation Remuneration Event] [Memory Effect] [Consolidation Effect]] [calculation of the performance in relation to the [Global Performance] [Performance Sum]] the Reference Value will be [*insert determination or calculation method among those specified within Condition 3, including, if applicable, the Intraday Value details and, in relation to Securities with more than one Underlying, the Underlying to be considered for the*

		determination of the relevant event.]
		[Not applicable]
46.	Initial Reference Value:	The Initial Reference Value will be calculated on [ ] [*insert calculation method among those specified within Condition 3 and, in relation to Securities with more than one Underlying, the Underlying to be considered or, if applicable, the Intraday Value details for each Underlying*].
	Initial Reference Value Determination Period(s):	[[ ] / from [ ] to [ ]][Not applicable]
47.	Final Reference Value:	The Final Reference Value will be calculated on [ ] [*insert calculation method among those specified within Condition 3 and, in relation to Securities with more than one Underlying, the Underlying to be considered or, if applicable, the Intraday Value details for each Underlying*].
	Final Reference Value Determination Period(s):	[[ ] / from [ ] to [ ]][Not applicable]
48.	Best Of Feature:	[Applicable [*Specify details*] [Not applicable]
49.	Worst Of Feature:	[Applicable [*Specify details*] [Not applicable]
50.	Rainbow Feature:	[Applicable [*specify details*] [Not applicable]

PROVISIONS RELATING TO CERTIFICATES

[Applicable][Not applicable].

51.	Performance Cap:	[Applicable. Equal to [ ]%] [In relation to Performance of the Underlying A equal to [ ]% and in relation to Performance of the Underlying B equal to [ ]%] [Not applicable.]
	Performance Floor:	[Applicable. Equal to [ ]%] [In relation to Performance of the Underlying A equal to [ ]% and in relation to Performance of the Underlying B equal to [ ]%] [Not applicable.]
	Performance Participation Factor:	[[ ]%][Not applicable]
52.	Initial Percentage:	[[ ]%][Not applicable]
53.	Participation Factor:	[[ ]%][Not applicable]
54.	Down Participation Factor:	[[ ]%][Not applicable]
55.	Up Participation Factor:	[[ ]%][Not applicable]
56.	Initial Leverage: *(Delete sub-paragraph if not applicable)*	[[ ]%] [Not applicable] (*only applicable in relation to Lucky Protection Certificates*)
	Adjust Factor:	[ ]%
57.	Barrier Event:	[Applicable [*specify details*]] [Not applicable]

	Barrier Event Determination Period(s):	[ ] [from [ ] to [ ] [Not applicable]
	Barrier Level:	[ ][*Specify the level of the period or the different levels for the same period and for each period if more than one*] [Not applicable]
	Lower Barrier Level:	[ ] [Not applicable]
	Upper Barrier Level:	[ ] [Not applicable]
	Barrier Selection Period:	[ ] [Not applicable]
	Strike Observation Period:	[ ] [Not applicable]
	Air Bag Factor:	[ ] [Not applicable]
	Protection Level:	[ ] [Not applicable]
	Protection Percentage:	[ ]% [Not applicable]
	Spread Protection:	[ ] [Not applicable]
	Protection Amount:	[ ] [Not applicable]
	Dropdown Protection Level:	[ ] [Not applicable]
	Dropdown Protection Amount:	[ ] [Not applicable]
	Dynamic Protection Level:	[ ] [Not applicable](*only applicable in relation to Dynamic Protection Certificates*)
	Step Up Amount:	[ ] [Not applicable](*only applicable in relation to Dynamic Protection Certificates*)
	Sigma Amount:	[ ][Not applicable]
	Predetermined Loss Percentage:	[[ ]%][Not applicable]
	Short Protection:	[ ][Not applicable][*only in case of Standard Short Barrier Protected Certificates and Max Short Barrier Protected Certificates*]
58.	Barrier Gap Event: *(Delete sub-paragraphs if not applicable)*	[Applicable [*specify details*]] [Not applicable]
	Barrier Gap Observation Period(s):	[ ] [from [ ] to [ ]] *(Specify each period if more than one)*
	Barrier Gap Level:	[[ ]%][Not applicable]
	Barrier Gap Leverage:	[Applicable [*specify details*]]
59.	Cap Level(s): *(Delete sub-paragraphs if not applicable)*	[Applicable [*specify details*]] [Not applicable]
	Cap Percentage:	[[ ] %] [Not applicable]

	Cap Amount:	[ ] [Not applicable]
	Cap Style 1:	[Applicable [*specify details*]] [Not applicable] (*only in case of Restrike Feature*)
	Cap Style 2:	[Applicable [*specify details*]] [Not applicable] (*only in case of Restrike Feature*)
60.	Consolidation Floor Event: *(Delete sub-paragraphs if not applicable)*	[Applicable [*specify details*]] [Not applicable]
	Consolidation Floor Valuation Period(s):	[ ] [from [ ] to [ ]
	Consolidation Floor Level:	[ ][*Specify the level of the period or the different levels for the same period and for each period if more than one*]
	Cap Consolidation Amount:	[Applicable [*specify details*]] [Not applicable]
61.	Cap Barrier Amount:	[ ] [Not applicable]
62.	Cap Down Amount:	[ ] [Not applicable]
63.	Strike Percentage:	[ ] % [Not applicable]
64.	Calendar Cap Percentage:	[ ] % [Not applicable]
65.	Calendar Floor Percentage:	[ ] % [Not applicable]
66.	Gearing Factor:	[ ] % [Not applicable] (*only applicable in relation to Stabdard Long Certificates)*
67.	Switch Event: *(Delete sub-paragraphs if not applicable)*	[Applicable. [*Specify details*]] [Not applicable]
	Switch Level:	[ ] %
	Switch Valuation Period:	[ ][ ] / from [ ] to [ ]
68.	Spread: *(Delete sub-paragraph if not applicable)*	[Applicable] [Not applicable] [*Specify details*]
	Margin:	[ ]
69.	Gearing Event: *(Delete sub-paragraphs if not applicable)*	[Applicable [*specify details*]] [Not applicable] (*only applicable in relation to Dynamic Protection Certificates*)
	Gearing Level:	[ ]
	Gearing:	[ ]%
	Initial Gearing:	[ ]%
70.	Buffer Event: *(Delete sub-paragraphs if not applicable)*	[Applicable. [*Specify details*]] [Not applicable]

	Buffer Percentage:	[ ] %
	Performance Sum:	[The Performance Sum will be calculated on the Performance Observation Date(s) [*insert calculation method and strategy*].
	Performance Sum Cap:	[Applicable. Equal to [ ]%] [Not applicable.]
	Performance Sum Floor:	[Applicable. Equal to [ ]%] [Not applicable.]
	Protection Percentage:	[ ] %
	Buffer Valuation Date(s):	[ ]
71.	Global Performance: *(Delete sub-paragraphs if not applicable)*	[Applicable] [The Global Performance will be calculated on the Performance Observation Date(s) [*insert calculation method*] [Not applicable]
	Participation Factor:	[ ]%
	Local Floor Percentage:	[ ]%
	Global Strike Percentage:	[ ]%
	Performance Observation Date(s): [*only applicable in case of Buffer Protection Certificates and Global Performance Certificates*]	[ ] [ ] / from [ ] to [ ]
	Strike Level:	[[ ]%][Not applicable] *(Only applicable to Dual Currency FX Certificates)*
72.	Failure to Deliver due to Illiquidity:	[Not applicable] [Failure to Deliver due to Illiquidity applies to the Securities]. (*N.B. (1) Only applicable in the case of Physical Delivery Securities. (2) Failure to Deliver due to Illiquidity is applicable to certain Share Securities. Careful consideration should be given to whether Failure to Deliver due to Illiquidity would apply to other Physical Delivery Securities*)
73.	Digital Percentage:	[[ ]%][Not applicable] *(Only applicable to Digital Certificates)*
74.	Settlement Level:	[[ ]%][Not applicable] *(Only applicable to Digital Certificates)*
75.	Combined Amount *(Delete sub-paragraph if not applicable)*:	[Applicable] [The Combined Amount will be equal to the Final Reference Vaue of the Underlying] [Not applicable] *(Only applicable to Combined Amount Certificates)*
	Underlying:	[ ] [*specify underlying to be used for the determination of the Combined Amount*]
76.	Darwin Feature	[Applicable [*Specify details*]] [Not applicable]

PROVISIONS RELATING TO REMUNERATION AMOUNTS AND EARLY REDEMPTION AMOUNTS

77.	Knock-out Feature: *(Delete sub-paragraphs if not applicable)*	[Applicable in relation to [ ]] [Not applicable]
	Knock-out Event:	[ ] *(Specify details for each period if more than one)*
	Knock-out Level:	[ ] *(Specify the level and, if a range applies, the Up Range Level/Down Range Level, for each period if more than one)*
	Knock-out Valuation Period(s):	[ ] *(Specify each period if more than one)*
78.	Knock-in Feature: *(Delete sub-paragraphs if not applicable)*	[Applicable in relation to [ ]] [Not applicable]
	Knock-in Event:	[ ] *(Specify details for each period if more than one)*
	Knock-in Level:	[ ] *(Specify the level and, if a range applies, the Up Range Level/Down Range Level, for each period if more than one)*
	Knock-in Valuation Period(s):	[ ] *(Specify each period if more than one)*
79.	Digital Amount(s): *(Delete sub-paragraphs of not applicable)*	[ ] (*specify details for each level/period if more than one*) [Equal to Coupon Premium 1 or Coupon Premium 2 depending on the occurrence of Coupon Event] [Not applicable]
	Underlying(s):	[ ] (*specify underlying(s) in relation to each Digital Valuation Period.*)[Not applicable.]
	Digital Level(s):	[ ] *(Specify details of the level(s) and, if a range applies, the Up Range Level/Down Range Level, for each period if more than one)*
	Digital Valuation Period(s):	[ ] *(Specify each period if more than one)*
	Digital Payment Date(s):	[ ] *(Specify for each period if more than one)*
	Digital Combo Feature:	[Applicable [*specify details*]] [Not applicable]
	Cliquet Feature:	[Applicable [*specify details*]] [Not applicable]
	Cliquet Valuation Period:	[Applicable [*specify details*]] [Not applicable]
	Consolidation Effect:	[Applicable [*specify details*]] [Not applicable]
	Consolidation Level:	[ ] *(Specify the level and, if a range applies, the Up Range Level/Down Range Level, for each period if more than one)* [Not applicable]
	Consolidation Valuation Period(s):	[ ] *(Specify each period if more than one)* [Not applicable]
	Extra Consolidation Digital Feature:	[Applicable [*specify details*]][Not applicable]
	Extra Consolidation Digital Level:	[ ] *(Specify for each period if more than one)* [Not applicable]
	Extra Consolidation Digital Period(s):	[ ] *(Specify each period if more than one)* [Not applicable]

	Memory Effect:	[Applicable [*specify details*]] [Not applicable]
	Memory Level:	[ ] *(Specify the level and, if a range applies, the Up Range Level/Down Range Level, for each period if more than one)* [Not applicable]
	Memory Valuation Period(s):	[ ] *(Specify each period if more than one)* [Not applicable]
	Path Dependency Effect:	[Applicable [*specify details*]] [Not applicable]
	Path Dependency Amount:	[ ] [Not applicable]
80.	Restrike Feature: *(Delete sub-paragraphs if not applicable)*	[Applicable [*specify details*]] [Not applicable]
	Restrike Level:	[ ] % *(Specify for each period if more than one)*
	Restrike Observation Date(s):	[ ] *(Specify each period if more than one)*
	Restrike Percentage:	[ ]% *(Specify for each period if more than one)*
81.	Plus Amount(s): *(Delete sub-paragraph if not applicable)*	[Applicable [*specify details*]] [Not applicable]
	Plus Payment Date(s):	[ ] *(Specify each date if more than one)*
82.	Accumulated Amount(s): *(Delete sub-paragraph if not applicable)*	[Applicable. [*If an Early Redemption Level is applicable, specify whether the payment of the Accumulated Amount is conditional upon occurrence of an Early Redemption Event*]][Not applicable]
	Accumulating Amount(s):	[ ] *(Specify for each period if more than one)*
	Accumulating Event(s):	[ ] *(Specify details)*
	Underlying(s):	[*specify underlying(s) in relation to the determination of the Accumulating Event*] [Not applicable]
	Accumulating Level(s):	[ ] *(Specify the level and, if a range applies, the Up Range Level/Down Range Level, for each period if more than one)* [Not applicable]
	Accumulating Valuation Period(s):	[ ] *(Specify each period if more than one)*
	Accumulated Valuation Date(s):	[ ] *(Specify for each period if more than one)*
	Accumulated Payment Date(s):	[ ] *(Specify for each period if more than one)*
	Accumulating Autocallable Trigger Amount(s):	[ ] *(Specify for each period if more than one)* [Not applicable]
83.	Early Redemption Amount(s): *(Delete sub-paragraph if not applicable)*	[Applicable] [ ] *(Specify for each period if more than one)* [Equal to Coupon Premium 1 or Coupon Premium 2 depending on the occurrence of Coupon Event] [The Early Redemption Amount[s] [is] [are] [Long [Cap] Early Redemption Amount[s]] [and] [Short [Cap] Early Redemption Amount[s]] (*For the purposes of Condition 3 and Condition 24, insert details for*

		each Early Redemption Amount and the valuation date(s) for the determination of the performance of the Underlying if different from the Ealry Redemption Valuation Period(s))] [Not applicable]
	Early Participation Factor$_t$:	[ ] *(Specify details)* [Not applicable]
	Early Cap Level:	[ ] *(Specify details)* [Not applicable]
	Early Cap Percentage:	[ ] *(Specify details)* [Not applicable]
	Early Cap Amount:	[ ] *(Specify details)* [Not applicable]
	Early Redemption Event:	[ ] *(Specify details)*
	Underlying(s):	[*specify underlying(s) in relation to the calculation of the Early Redemption Amount.*] [Not applicable]
	Early Redemption Level:	[ ] *(Specify the level and, if a range applies, the Up Range Level/Down Range Level, for each period if more than one)*
	Early Redemption Valuation Period(s):	[ ] *(Specify each period if more than one)*
	Early Payment Date(s):	[ ] *(Specify for each period if more than one)*
84.	Early Partial Capital Payment Amount: *(Delete sub-paragraph if not applicable)*	[ ] [Not applicable]
	Early Partial Capital Payment Date:	[ ] [Not applicable]
	Outstanding Amount Determination Date(s):	[ ] [Not applicable]
85.	Coupon Event: *(Delete sub-paragraphs if not applicable)*	[Applicable [*specify details*]] [Not applicable]
	Coupon Level:	[ ]
	Coupon Determination Period:	[ ]
	Coupon Valuation Date:	[ ]
	Coupon Premium 1:	[ ]
	Coupon Premium 2:	[ ]
86.	Internal Return Amount: *(Delete sub-paragraphs if not applicable)*	[Applicable [*IRA Compound / IRA Simple*] [Not applicable]
	Underlying(s):	[*specify underlying(s) in relation to the calculation of the Internal Return Amount.*][Not applicable]
	Annual Valuation Date(s):	[*Specify date(s)*]

	IRA Cap:	[[ ]%] [Not applicable]
	Annual Remuneration Payment Date(s):	[*Specify date(s) for each Annual Valuation Date if more than one*]
87.	Participation Remuneration Amount: *(Delete sub-paragraph if not applicable)*	[Applicable. The Participation Remuneration Amount[s] [is] [are] [Long Participation Remuneration Amount[s] Form A] [and] [Long Participation Remuneration Amount[s] Form B] [Short Participation Remuneration Amount[s]] [Spread Participation Remuneration Amount[s]] (*specify details*)] [Not applicable]
	Participation Remuneration Payment Date(s):	[ ]
	Participation Valuation Period:	[[ ] *(specify in relation to each Participation Remuneration Amount if more than one)*] [Not applicable]
	Strike Remuneration Percentage:	[ ] [Not applicable]
	Floor Percentage:	[ ] [Not applicable]
	Cap:	[ ] [Not applicable]
	Base Premium Percentage:	[ ] [Not applicable]
	Participation Remuneration Amount Gearing:	[ ] [Not applicable]
	Net Profit Feature:	[Applicable / Not applicable] [*if applicable, specify details / specify the relevant Participation Remuneration Amount(s) and the relevant Remuneration Payments Date(s) for the calculation of the Remuneration Sum*]
	Tarn Feature:	[Applicable / Not applicable] [*Specify details and the relevant Participation Remuneration Amount(s) and the relevant Remuneration Payments Date(s) for the calculation of the Remuneration Sum*]
	Tarn Amount	[ ] [Not applicable]
	Participation Combo Feature:	[Applicable [*specify details*]] [Not applicable]
	Participation Factor$_t$:	[ ] [Not applicable]
	Participation Remuneration Event:	[Applicable [*specify details*]] [Not applicable]
	Participation Remuneration Level(s):	[ ] *(Specify the level and, if a range applies, the Up Range Level/Down Range Level, for each period if more than one)*
	Cliquet Feature:	[Applicable [*specify details*]] [Not applicable]

Cliquet Valuation Period: [Applicable [*specify details*]] [Not applicable]

Participation Remuneration Event Valuation Period(s): [ ] *(Specify each date if more than one)*

Consolidation Effect: [Applicable [*specify details*]] [Not applicable]

Consolidation Level: [ ] *(Specify the level and, if a range applies, the Up Range Level/Down Range Level, for each period if more than one)* [Not applicable]

Consolidation Valuation Period(s): [ ] *(Specify each period if more than one)* [Not applicable]

Memory Effect: [Applicable [*specify details*]] [Not applicable]

Memory Level: [ ] *(Specify the level and, if a range applies, the Up Range Level/Down Range Level, for each period if more than one)* [Not applicable]

Memory Valuation Period(s): [ ] *(Specify each period if more than one)* [Not applicable]

88. Participation Rebate Feature: *(Delete sub-paragraphs if not applicable)* [Applicable] [Not applicable]

Participation Rebate Event: [Applicable [*specify details*]]

Participation Rebate Level: [ ] (*specify for each period if more than one*)

Participation Rebate Valuation Period(s): [ ] (*specify each period if more than one*)

89. Floating Amount:*(Only applicable in relation to Interest Rate Warrants. Delete the sub-paragraphs if not applicable*): [Not applicable.] [Applicable].

Floating Amount Determination Period/ Floating Amount Payment Date(s)/ Notional Amount$_t$:

t	**Floating Amount Determination Period*t***		**[Notional Amount$_t$]**	**Floating Amount Payment Date**
	from	**to**		
[ ]	[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]	[ ]
[ ]	[ ]	[ ]	[ ]	[ ]

[The Notional Amount$_t$ is equal to the [Notional Amount] [ ] in relation to all the Floating Amount Determination Periods.]

	Floating Amount Determination Date(s):	[ ]
	Interest Cap:	[ ]
	Day Count Fraction:	[ACT/360][Actual/Actual] (*specify details, if necessary*) [following] [modified following] [adjusted] [unadjusted]
	Reference Rate:	[ ]
	- Manner in which Reference Rate is to be determined:	[*Insert relevant provisions for the purposes of Condition 24:* [ ]
	Sub-paragraphs below to be completed if Reference Rate has to be determined in accordance with Screen Rate Determination:	
	- Relevant Financial Centre:	[London/Brussels/*specify other Relevant Financial Centre*] [Not applicable]
	- Reference Currency:	[ ] [Not applicable]
	- Designated Maturity:	[ ] [Not applicable]
	- Specified Time:	[[ ] in the Relevant Financial Centre][Not applicable]
	- Relevant Screen Page:	[ ]
	- Floating Rate Option:	[ ] [Not applicable]
	- Designated Maturity:	[ ] [Not applicable]
	- Reset Date:	[ ] [Not applicable]
90.	Premium Gap Amount: *(Delete the sub-paragraphs if not applicable*):	[Not applicable.] [Applicable: [Floating Premium] [and] [Fixed Premium] [and] [Difference in Rates] determined on the basis of the number of days within the [relevant] Premium Gap Observation Period, which is the period that will be composed by: i. if a Barrier Gap Event has not occurred, the same number of days comprised in the [relevant] Premium Determination Period; or ii. if a Barrier Gap Event has occurred, the number of days from [and including] [but excluding] the initial day of the [relevant] Premium Determination Period to [and including] [but excluding] the day on which the Barrier Gap Event has occurred and not on the basis of all the days of the [relevant] Premium Determination Period. [If a Barrier Gap Event occurs, after the payment of the Premium Gap Amount that will be paid on the payment date following the Barrier Gap Event Date on which a Barrier Gap Event has occurred, no further Premium Gap Amount will be paid to the investors.]

Fixed Premium: (*delete the following sub-paragraph if not applicable*)	[Applicable [*specify in relation to which period if more than one*]][Not applicable]
– Premium Percentage:	[ ]
– Day Count Fraction:	[ACT/360][Actual/Actual] (*specify details, if necessary*) [following] [modified following] [adjusted] [unadjusted]
– Premium Determination Period:	[from [ ] to [ ]] (*specify for each period if more than one*)
– Premium Gap Payment Date(s):	[ ] (*specify for each period if more than one*)
Floating Premium: (*delete the following sub-paragraph if not applicable*):	[Applicable [*specify in relation to which period if more than one*]] [Not applicable]
– Premium Percentage:	[ ]
– Premium Margin	[Applicable [*specify details*] [Not applicable] (Please note that *the Premium Margin may be equal to zero if the Issuer decides not to apply it for the calculation of the relevant Premium Gap Amount*)
– Day Count Fraction:	[ACT/360][Actual/Actual] (*specify details, if necessary*) [following] [modified following] [adjusted] [unadjusted]
– Premium Determination Period:	[from [ ] to [ ]] (*specify for each period if more than one*)
– Premium Gap Payment Date(s):	[ ] (*specify for each period if more than one*)
– Manner in which the rate of interest is to be determined:	[*Insert relevant provisions for the purposes of Condition 24:* [ ]
– Screen Rate Determination:	[Applicable][Not applicable]
– Reference Rate:	[ ]
– Relevant Financial Centre:	[*specify relevant Financial Centre*] [Not applicable]
– Reference Currency:	[ ] [Not applicable]

– Designated Maturity:	[ ] [Not applicable]
– Specified Time:	[[ ] in the relevant Financial Centre] [Not applicable]
– Interest Determination Date(s):	[ ]
– Relevant Screen Page:	[ ]
– Floating Rate Option:	[ ]
– Designated Maturity:	[ ]
– Reset Date:	[ ]
Difference in Rates: (*delete the following sub-paragraph if not applicable*):	[Applicable [*specify in relation to which period if more than one*]] [Not applicable]
– Day Count Fraction:	[ACT/360][Actual/Actual] (*specify details, if necessary*) [following] [modified following] [adjusted] [unadjusted]
– Premium Determination Period:	[from [ ] to [ ]] (*specify for each period if more than one*)
– Premium Gap Payment Date(s):	[ ] (*specify for each period if more than one*)
– Rate 1:	[ ]
(i) Premium Percentage:	[ ]
(ii) Premium Margin:	[Applicable [*specify details*] [Not applicable] (Please note that *the Premium Margin may be equal to zero if the Issuer decides not to apply it for the calculation of the relevant Premium Gap Amount*)
(iii) Manner in which Rate 1 is to be determined:	[*Insert relevant provisions for the purposes of Condition 24:* [ ]
Sub-paragraphs below to be completed if Rate 1 is determined in accordance with Screen Rate Determination	
– Reference Rate:	[ ]
– Relevant Financial Centre:	[*specify relevant Financial Centre*] [Not applicable]

– Reference Currency: [ ] [Not applicable]

– Designated Maturity: [ ] [Not applicable]

– Specified Time: [[ ] in the relevant Financial Centre] [Not applicable]

– Interest Determination Date(s): [ ]

– Relevant Screen Page: [ ]

– Floating Rate Option: [ ] [Not applicable]

– Designated Maturity: [ ] [Not applicable]

– Reset Date [ ] [Not applicable]

– Rate 2: [ ]

(i) Premium Percentage: [ ]

(ii) Premium Margin: [Applicable [*specify details*] [Not applicable] (Please note that *the Premium Margin may be equal to zero if the Issuer decides not to apply it for the calculation of the relevant Premium Gap Amount*)

(iii) Manner in which Rate 2 is to be determined: [*Insert relevant provisions for the purposes of Condition 24:* [ ]

Sub-paragraphs below to be completed if Rate 2 is determined in accordance with Screen Rate Determination

– Reference Rate: [ ]

– Relevant Financial Centre: [*specify relevant Financial Centre*] [Not applicable]

– Reference Currency: [ ]

– Designated Maturity: [ ]

– Specified Time: [[ ] in the relevant Financial Centre] [Not applicable]

– Interest Determination Date(s): [ ]

– Relevant Screen Page: [ ]

– Floating Rate Option: [ ] [Not applicable]

– Designated Maturity: [ ] [Not applicable]

– Reset Date [ ] [Not applicable]

PROVISIONS RELATING TO WARRANTS

[Applicable][Not applicable].

91.	Type of Warrants:	[(i) the Warrants are [European/American] Style Warrants (ii) the Warrants are [Call] [Put] [Corridor][Covered] [Interest Rate] Warrants.][Not applicable]
92.	Notional Amount [and Final Notional Amount (*Only applicable for Interest Rate Warrants*)] :	[Not applicable] [ ]
93.	Exercise Price:	[Not applicable] [ ] (*Only applicable for Covered Warrants*)
94.	Premium:	[Not applicable] [[ ] [[(being] [ ]% of the Notional Amount[)]] for each Warrant.]
95.	Barrier Event:	[Applicable [*specify details*]] [Not applicable]
	Barrier Event Determination Period(s):	[from [ ] to [ ] [Not applicable]
	Lower Barrier Level:	[ ][*Specify the level for each period if more than one*] [Not applicable]
	Upper Barrier Level:	[ ][*Specify the level for each period if more than one*] [Not applicable]
	Corridor Early Amount:	[ ][Not applicable]
	Corridor Early Payment Date:	[ ][Not applicable]
96.	Strike Percentage:	[ ]% [Not applicable]
97.	Exercise Period:	[Not applicable] [[ ]] (*Only applicable for American Style Warrants*)
98.	Maximum Exercise Number:	[Not applicable] [The maximum number of Warrants that must be exercised on any day by any Securityholder or group of Securityholders is [ ]] (*Not applicable for European Style Warrants*).
99.	Settlement Determination Period:	[from [ ] to [ ] *(Only applicable for Interest Rate Warrants)*] [Not applicable]
100.	Settlement Determination Date:	[[ ] *(Only applicable for Interest Rate Warrants)*] [Not

applicable]

GENERAL

101.	Form of Securities:	[Bearer Securities [Temporary Global Security exchangeable for a Permanent Global Security which is exchangeable for Definitive Securities only in the limited circumstances specified in the Permanent Global Security.] [Temporary Global Security exchangeable for Definitive Securities on or after the Exchange Date.] [Permanent Global Security exchangeable for Definitive Securities only in the limited circumstances specified in the Permanent Global Security.]] [Registered Securities] [Italian Dematerialised Securities]
102.	Prohibition of Sales to Retail Investors:	[Applicable. The Securities 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**")] [and] [*Insert jurisdiction(s)* [•]] [*Insert any other selling restriction* [•]].] [The Securities are only intended to be offered, sold or otherwise made available to investors via the professional segment of [the regulated market of the Luxembourg Stock Exchange]/[the Euro MTF Market]/[•].] [Not applicable] (*If the Securities clearly do not constitute "packaged" products, "Not applicable" should be specified. If the Securities may constitute "packaged" products and no key information document will be prepared, "Applicable" should be specified.*)
	[MREL eligible liabilities:]	[[Applicable] / [Not applicable]]

DISTRIBUTION

103.	Syndication:		[Not applicable.] [The Securities will be distributed on a [non-]syndicated basis.]
	(i)	[If syndicated, names and addresses of Managers and underwriting commitments:	[*give names, and addresses and underwriting commitments*] [Not applicable.]] (*Including names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers and an indication of the material features of the agreements, including, where applicable, the quotas. Where not all of the issue is underwritten, a statement of*

		the portion not covered. Also provide an indication of the placing commission)
(ii)	[Date of Subscription Agreement:	[ ] [Not applicable.]]
(iii)	[Stabilising Manager (if any):	[Not applicable][*give name and address* (*)]]
	[If non-syndicated, name and address of Manager (if not the Issuer):	[*Name and address*] [Not applicable.]]
	[Total commission and other costs:	[*specify the total commission (e.g. placement commissions or – in case the Issuer acts as Distributor – distribution commissions), the single components of commission and cost, if any, and the elements to be taken into account for the purposes of determining the variable commission, if any, or other structuring fees, other structuring costs, if any*] [Not applicable.]]

ADDITIONAL INFORMATION

Example(s) of complex derivatives securities:	[Not applicable.] [*Insert, where available, scenarios and simulations of the Certificates, for informative and illustrative purposes only, with a statement that they do not purport either to be comprehensive or anticipate or guarantee future returns.*]

[DISTRIBUTION IN OR FROM SWITZERLAND TO PRIVATE CLIENTS AND PUBLIC OFFER][**]

[*If (i) Securities are not distributed in or from Switzerland to Private Clients or (ii) Private Clients in or from Switzerland may exclusively purchase Securities under an asset management agreement pursuant to article 58 para. 2 FinSA, add:* The Securities may be distributed in or from Switzerland only to professional and institutional clients and, only under certain conditions, to private clients as defined in the Swiss Financial Services Act ("**FinSA**"). No KID, PRIIPs-KID or simplified prospectus in accordance with the requirements of the FinSA is required or has been prepared for the purpose of such distribution.

[*If Securities are distributed in or from Switzerland to Private Clients, unless Private Clients may exclusively purchase Securities under an asset management agreement pursuant to article 58 para. 2 FinSA, add:* The Securities may be distributed in or from Switzerland. A [KID][PRIIPs-KID][simplified prospectus according to the Swiss Collective Investment Schemes Act (as in force on 1 March 2013)] has been prepared and made available in accordance with the requirements of the Swiss Financial Services Act ("**FinSA**") at: [*insert contact details of Issuer*][*if electronic version is retrievable online:* and *[insert URL*][**]***If Securities are publicly offered, directly or indirectly, in Switzerland within the meaning of the FinSA, add as applicable:* [The Base Prospectus [and [*insert additional offering document*] constitute[s] a prospectus in accordance with article 1156 of the Swiss Code of Obligations (as in effect immediately prior to the entry into force of the FinSA)][and the listing rules of [SIX Swiss Exchange Ltd][BX Swiss Ltd].][The Base Prospectus [and [*insert additional offering document*] [has][have] been approved according to the requirements of the FinSA by a reviewing body authorized by the Swiss Financial Market Authority.]

[THIRD PARTY INFORMATION

[The information relating to ● [and ●] (the "**Reference Information**") contained herein has been accurately [reproduced] [extracted] from [*insert information source(s)*]. As far as the Issuer is aware and is able to ascertain from information published by [●], no facts have been omitted which would render the [reproduced] [extracted]

[**] Distribution in or from Switzerland is exempt from the Prospectus Regulation.

information inaccurate or misleading. The Issuer accepts responsibility for the accuracy of such [extraction][reproduction] but accepts no further or other responsibility in respect of such information.]]

[Signed on behalf of the Issuer:

By: .....

Duly authorised]

PART B – OTHER INFORMATION

1. LISTING AND ADMISSION TO TRADING

(i)	Listing:	[Luxembourg – Official List of the Luxembourg Stock Exchange] [and] [Austria] [Croatia] [Hungary] [Ireland] [Republic of Italy] [Slovak Republic] [Slovenia] [Spain] [None]
(ii)	Admission to trading:	[Application [[has] [may] [will]] [also] [been] [be] made][is expected to be made] for the Securities to be admitted to trading on [*specify details of the relevant market/trading venue in Luxembourg/ Austria/ Croatia/ Ireland/ Republic of Italy/ Hungary/ Slovak Republic/ Slovenia/ Spain/ as the case may be*] with effect from [ ]. (*specify all the relevant markets / trading venues - if more than one - by enlisting them in different paragraphs*)] [[After the Issue Date] [A][a]pplication may be made to list the Securities on other stock exchanges or regulated markets or to admit to trading on other trading venues as the Issuer may decide.] [Not Applicable.] (*Where documenting a fungible issue need to indicate that original securities are already admitted to trading*) [Only qualified investors, as defined in Article 2 (e) of the Prospectus Regulation, are allowed to purchase the Securities on the [•].]

2. NOTIFICATION

[The CSSF [has been requested to provide/has provided] the [*names of competent authorities of host Member States*] with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Prospectus Regulation.]

[Not applicable.]

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any commission payable to the Manager[s] [and costs payable to the Issuer], so far as the Issuer is aware, no person involved in the issue of the Securities has an interest material to the offer. – *Amend as appropriate if there are other interests. In the event that the Issuer acts as Calculation Agent or the Calculation Agent is an affiliate of the Issuer, include a reference to the risk factor "Potential Conflicts of Interest"*.]

4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

[(i)	Reasons for the offer:	[Not applicable.] [ ] (*See "Use of Proceeds" wording in Base Prospectus – if*

reasons for offer different from making profit and/or hedging certain risks will need to include those reasons here.)]

(ii) Estimated net proceeds: [Not applicable.] [ ]

(*If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.*)

(iii) Estimated total expenses: [None.] [ ]. [*Expenses are required to be broken down into each principal intended "use" and presented in order of priority of such "uses"*.]

(*(i) above is required where the reasons for the offer are different from making profit and/or hedging certain risks and where this is the case disclosure of net proceeds and total expenses at (ii) and (iii) above are also required.*)

5. TERMS AND CONDITIONS OF THE OFFER

[Applicable][Not applicable (*if not applicable, delete the entire section*)]

[Public Offer Jurisdiction(s)]	[*Specify relevant Member State(s) - which must be jurisdictions where the Base Prospectus and any supplement have been passported*]
[Offer Price:]	[Issue Price][*specify*]
[Conditions to which the offer is subject:]	[Not Applicable/*give details*]
[The Offer Period, including any possible amendments, during which the offer will be open and description of the application process:]	[Not Applicable/*give details*]
[Details of the minimum and/or maximum amount of the application:]	[Not Applicable/*give details*]
[Description of possibility to reduce subscriptions and manner for refunding amounts paid in excess by applicants:]	[Not Applicable/*give details*]
[Details of the method and time limits for paying up and delivering the Securities:]	[Not Applicable/*give details*]
[Manner in and date on which results of the offer are to be made public:]	[Not Applicable/*give details*]
[Procedure for exercise of any right of pre-emption, negotiability of subscription rights	[Not Applicable/*give details*]

and treatment of subscription rights not exercised:]	
[Whether tranche(s) have been reserved for certain countries:]	[Not Applicable/*give details*]
[Process for notifying to applicants of the amount allotted and an indication whether dealing may begin before notification is made:]	[Not Applicable/*give details*]
[Amount of any expenses and taxes charged to the subscriber or purchaser:]	[Not Applicable/*give details*]
[Consent to use of Base Prospectus]	[Not applicable.] [[The Issuer consents to the use of the Base Prospectus by all financial intermediaries (the "**Authorised Offerors**") (general consent).] [The Issuer consents to the use of the Base Prospectus by the following Financial Intermediary[y][ies] (individual consent): [insert names] and address[es]] (the "**Authorised Offerors**").] [Such consent is also subject to and given under condition [ ]] [The subsequent resale or final placement of the Certificates by the Authorised Offerors can be made [as long as the Base Prospectus is valid in accordance with article 12 of the Prospectus Regulation] [*include relevant period if less than 12 months*].]]

6. DISTRIBUTION

(i)	Name(s) and address(es), to the extent known to the Issuer, of the Managers / Distributors in the various countries where the offer takes place:	[None*/give details*]
(ii)	Name and address of the co-ordinator(s) of the global offer and of single parts of the offer:	[Not applicable.] [●]
(iii)	Name and address of any paying agents and depository agents in each country (in addition to the Principal Security Agent):	[Not applicable.] [●]
(iv)	Entities agreeing to underwrite the issue on a firm commitment basis, and entities agreeing to place the issue without a	[Not applicable.] [●]

	firm commitment or under "best efforts" arrangements:	
(v)	Date of signing of the [underwriting] / [placement] agreement	[Not applicable.] [●]

7. POST-ISSUANCE INFORMATION

The Issuer [intends to provide post-issuance information [*specify what information about the Underlying(s) will be reported and where it can be obtained*]] [does not intend to provide post-issuance information, except if required by any applicable laws and regulations].

8. OPERATIONAL INFORMATION

(i)	ISIN Code:	[ ]
[(ii)]	[Common Code][●][*specify other security identification code, if any*]:	[ ][Not applicable]
[(iii)]	Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking, S.A., relevant address(es), and relevant identification number(s):	[Not applicable/Monte Titoli/*give name(s) and number(s)*]
[(iv)]	Names and addresses of initial Security Agents:	[ ]
[(v)]	[Name(s) and address(es) of Listing Agent(s) *(only applicable for Listing Agent(s) other than the Luxembourg Listing Agent. Delete if not applicable)*:]	[[ ]]

APPLICABLE FINAL TERMS - ISSUE SPECIFIC SUMMARY OF THE SECURITIES

[Insert the issue specific summary for the Securities]

[ANNEX TO THE FINAL TERMS
(Only applicable in the case of multi-products issuance)]
[*Applicable table in case of Warrants:*

Series (Item 2 of Part A [and Section [•] of the Issue Specific Summary (*Delete when Summary is not applicable*)**])**	**Warrants Isin Code [or other security identification code if different from ISIN Code] (Paragraph 16 of Part B [and Section [•] of the Issue Specific Summary** (*Delete when Summary is not applicable*)**])**	**Underlying (Item 6 of Part A [and Section [•] of the Issue Specific Summary** (*Delete when Summary is not applicable*)**])**	**Call/Call Spread/ Put/Put Spread (Item [27/28] of Part A [and Section [•] of the Issue Specific Summary** (*Delete when Summary is not applicable*)**])**	**Isin Underlying (Paragraph 6 of Part B [and Section [•] of the Issue Specific Summary** (*Delete when Summary is not applicable*)**])**	**Strike Percentage (Item 51 of Part A [and Element C.19 of the Summary** (*Delete when Summary is not applicable*)**])**	**[Valuation Date (Item 41 of Part A [and Section [•] of the Issue Specific Summary**(*Delete when Summary is not applicable*)**])]**	**[Exercise Date] [Exercise Period] (Item [•] of Part A [and Section [•] of the Issue Specific Summary** (*Delete when Summary is not applicable*)**])**	**[Settlement Date (Item 9 of Part A [and Section [•] of the Issue Specific Summary** (*Delete when Summary is not applicable*)**])]**	**Notional Amount (Item 49 of Part A [and Section [•] of the Issue Specific Summary** (*Delete when Summary is not applicable*)**])**	**Minimum Exercise Number (Item 3 of Part A [and Section [•] of the Issue Specific Summary** (*Delete when Summary is not applicable*)**])**	**Excha e/Spon r of th Index (Item of Par A and Sectio [•] of t Issue Specif Summ y** (*Del when Summ is not applic e*)**])**

]

**[*Applicable table in case of Certificates:*

Series (Item 2 of Part A [and Section [•] of the Issue Specific Summary(*Delete when Summary is not applicable*)**])**	**Certificates Isin Code [or other security identification code if different from ISIN Code] (Paragraph 16 of Part B)**	**Underlying (Item 6 of Part A [and Section [•] of the Issue Specific Summary** (*Delete when Summary is not applicable*)**])**	**Isin Underlying (Paragraph 6 of Part B [and Section [•] of the Issue Specific Summary** (*Delete when Summary is not applicable*) **])**	**[Valuation Date (Item 41 of Part A [and Section [•] of the Issue Specific Summary** (*Delete when Summary is not applicable*) **])]**	**[Settlement Date (Item 9 of Part A [and Section [•] of the Issue Specific Summary** (*Delete when Summary is not applicable*)**])]**	**[•] Amount** (*specify for each period if more than one*) **(Item [•] of Part A [and Section [•] of the Issue Specific Summary** (*Delete when Summary is not applicable*)**])**	**[•] Level** (*specify for each period if more than one*) **(Item [•] of Part A [and Section [•] of the Issue Specific Summary** (*Delete when Summary is not applicable*)**])**	**[•] [Valuation] [Observation] [Determination [Date/Period] (Item [•] of P [and Section the Issue Sp Summary** (*when Summary applicable*)**])**

]

TAXATION

1. GENERAL

The tax legislation of the investor's Member State and of the Issuer's country of incorporation may have an impact on the income received from the Securities.

Transactions involving Securities may be subject to stamp taxes and give rise to certain other tax consequences for potential purchasers which may depend, amongst other things, upon the status of the potential purchaser and laws relating to transfer and registration taxes. Paragraphs below summarise, for information purposes only, certain aspects of the tax treatment of transactions involving Securities in Luxembourg, Austria, Croatia, Ireland, Republic of Italy, Hungary, Slovak Republic, Slovenia, Spain, Switzerland and United States. However, such transactions may have tax consequences in other jurisdictions. Potential purchasers who are in any doubt about the tax position of any aspect of transactions involving Securities should consult their own tax advisers.

The following general discussion does not take into account taxation which may be imposed by way of withholding or otherwise in Luxembourg, Austria, Croatia, Ireland, Republic of Italy, Hungary, Slovak Republic, Slovenia, Spain, Switzerland and United States or in any other jurisdiction, on income and capital gains in any form, on any of the underlying assets to which the Securities may relate.

Condition 10 (*Expenses and Taxation*) should be considered carefully by all potential purchasers of any Securities.

2. REPUBLIC OF ITALY

The following is a general discussion of current Italian law and practice relating to the taxation of the Securities.

The statements herein regarding taxation are based on the laws in force in Italy as of the date of this Base Prospectus and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following overview does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Securities and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. Prospective purchasers of the Securities are advised to consult their own tax advisers concerning the overall tax consequences of their interest in the Securities.

As each Series or Tranche of Securities may be subject to a different tax treatment due to the specific terms of such Series or Tranche of Securities as set out in the respective Final Terms, the following section only provides some general information on the possible tax treatment.

This summary may not provide prospective investors with a comprehensive description of the tax consequences of an investment in Securities that are redeemed by physical delivery.

As clarified by the Italian tax authorities in resolution No. 72/E of 12 July 2010, the Italian tax consequences of the purchase, ownership and disposal of the Securities may be different depending on whether: (a) they represent a securitized debt claim, implying a static "use of capital" (impiego di capitale), through which the subscriber of the Securities transfers to the Issuer a certain amount of capital for the purpose of obtaining remuneration on the same capital and subject to the right to obtain its (partial or entire) reimbursement at maturity; or (b) they represent a securitized derivative financial instrument or bundle of derivative financial instruments that do not entail a "use of capital", through which the subscriber of the Securities invests indirectly in underlying financial instruments for the purpose of obtaining a profit deriving from the terms of such underlying financial instruments.

The following summary does not describe the tax treatment of bonds (obbligazioni) and similar securities (which are debentures incorporating an unconditional obligation of the Issuer to pay, at redemption, an amount not lower than their nominal value).

Italian taxation of the Securities

Warrants and other securitised derivatives are subject to Article 67 of the Presidential Decree No. 917 of 22 December 1986 and Legislative Decree No. 461 of 21 November 1997, as subsequently amended, where the Italian resident Securityholder is (i) an individual not engaged in an entrepreneurial activity to which the Securities are connected, (ii) a non-commercial partnership, (iii) a non-commercial private or public institution, or (iv) an investor exempt from Italian corporate income taxation, capital gains accrued under the sale or the exercise of the Securities are subject to a 26 per cent. substitute tax (*imposta sostitutiva*).

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not engaged in an entrepreneurial activity may be exempt from Italian capital gain taxes, including the *imposta sostitutiva*, on capital gains realised under the Securities if the Securities are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements set forth in Article 1(100-114) of Law No. 232 of 11 December 2016 (the "**Finance Act 2017**"), in Article 1(210-215) of Law No. 145 of 30 December 2018 (the "**Finance Act 2019**") and in Article 13-*bis* of Law Decree No. 124 of 26 October 2019 converted into law with amendments by Law No. 157 of 19 December 2019 (the "**Fiscal Decree linked to Finance Act 2020**").

The recipient may opt for one of the three regimes described below:

(1) Under the "*tax declaration*" regime (*regime della dichiarazione*), which is the default regime for Italian resident individuals not engaged in an entrepreneurial activity to which the Securities are connected, the *imposta sostitutiva* on capital gains will be chargeable, on a cumulative basis, on all capital gains, net of any incurred capital loss, realised by the Italian resident individual Securityholder, holding Securities not in connection with an entrepreneurial activity pursuant to all sales or redemptions of the Securities carried out during any given tax year. Italian resident individuals holding Securities not in connection with an entrepreneurial activity must indicate the overall capital gains realised in any tax year, net of any relevant incurred capital loss, in the annual tax return and pay *imposta sostitutiva* on such gains together with any balance of income tax due for such year. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding tax years.

(2) As an alternative to the tax declaration regime, Italian resident individual Securityholders holding the Securities not in connection with an entrepreneurial activity may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Securities (the "*risparmio amministrato*" regime). Such separate taxation of capital gains is allowed subject to (i) the Securities being deposited with Italian banks, SIMs or certain authorised financial intermediaries; and (ii) an express election for the *risparmio amministrato* regime being timely made in writing by the relevant Securityholder. The depository is responsible for accounting for *imposta sostitutiva* in respect of capital gains realised on each sale or redemption of the Securities (as well as in respect of capital gains realised upon the revocation of its mandate), net of any incurred capital loss, and is required to pay the relevant amount to the Italian tax authorities on behalf of the taxpayer, deducting a corresponding amount from the proceeds to be credited to the Securityholder or using funds provided by the Securityholder for this purpose. Under the *risparmio amministrato* regime, where a sale or redemption of the Securities results in a capital loss, such loss may be deducted from capital gains subsequently realised, within the same securities management, in the same tax year or in the following tax years up to the fourth. Under the *risparmio amministrato* regime, the Securityholder is not required to declare the capital gains in the annual tax return.

(3) Any capital gains realised by Italian resident individuals holding the Securities not in connection with an entrepreneurial activity who have entrusted the management of their financial assets, including the Securities, to an authorised intermediary and have opted for the so-called "*risparmio gestito*" regime will be included in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 26 per cent. substitute tax, to be paid by the managing authorised intermediary. Under the *risparmio gestito* regime, any decrease in value of the managed assets accrued at year end may be carried forward against increase in value of the managed assets accrued in any of the four succeeding tax years. Under the *risparmio gestito* regime, the Securityholder is not required to declare the capital gains realised in the annual tax return.

Where an Italian resident Securityholder is a company or a similar commercial entity, or the Italian permanent establishment of a foreign commercial entity to which the Securities are effectively connected, capital gains arising from the Securities will not be subject to *imposta sostitutiva*, but must be included in the relevant Securityholder's income tax return and are therefore subject to Italian corporate tax ("**IRES**") and, in certain circumstances, depending on the "status" of the Securityholder, also as a part of the net value of production for the purposes of the Italian regional tax on productive activities ("**IRAP**").

Any capital gains realised by a Securityholder which is an open-ended or closed-ended investment fund (subject to the tax regime provide by Law No. 77 of 23 March 1983) (the "**Fund**") or an open-ended investment company (*società di investimento a capitale variabile* – SICAV) or an close-ended investment company, other than a real estate investment company (società di investimento a capitale fisso – SICAF) will not be subject to the *imposta sostitutiva*. The proceeds distributed by the Fund or the SICAV/SICAF or received by certain categories of unitholders upon redemption or disposal of the units will be taxed on the investors who subscribe the quotas of the Funds or the shares of the SICAV/SICAF on a distribution basis.

Capital gain realised by an investor which is an Italian resident real estate investment fund established pursuant to Article 37 of Legislative Decree No. 58 of 24 February 1998, as amended and supplemented, and Article 14-bis of Law No. 86 of 25 January 1994 or an Italian real estate investment company (the "**Real Estate SICAF**") are subject neither to substitute tax nor to any other income in the hands of the same real estate investment fund or Real Estate SICAF.

Any capital gains realised by a Securityholder which is an Italian pension fund (subject to the regime provided by article 17 of the Legislative Decree No. 252 of 5 December 2005) will be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to the 20 per cent. *ad hoc* substitute tax on their annual net accrued result. Subject to certain conditions (including a minimum holding period requirement) and limitations, capital gains may be excluded from the taxable base of the 20 per cent. substitute tax if the Securities are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements set forth in Article 1 (100-114) of the Finance Act 2017, in Article 1 (210-215) of the Finance Act 2019 and in Article 13-*bis* of the Fiscal Decree linked to Finance Act 2020.

Capital gains realised by non-Italian-resident Securityholders, not having a permanent establishment in Italy to which the Securities are connected, are not subject to Italian taxation, provided that the Securities (i) are traded on regulated markets, or (ii) are held outside of Italy. Moreover, even if the Securities are held in Italy, no *imposta sostitutiva* applies if the non-Italian resident Securityholder beneficial owner is resident for tax purposes in a country which recognises the Italian tax authorities' right to an adequate exchange of information or in a country which entered into a double taxation treaty with Italy allowing for the taxation of such capital gains only in the residence country of the recipient Securityholder, provided that the relevant procedures and conditions are met.

Atypical securities

According to a certain interpretation of Italian tax law there is the possibility that, on the basis of certain features of the Securities, the Securities would be qualified for tax purposes as atypical

securities and will be subject to the provisions of Article 5 of law Decree No. 512 of 30 September 1983. As a consequence, payments relating to these Securities shall be subject to a withholding tax levied at the rate of 26 per cent. (final or on account depending on the "*status*" and tax residence of the Securityholder) by the Issuer or by the entity performing the payments related to the Securities on behalf of the Issuer. Where the Securityholder is (i) an Italian individual engaged in an entrepreneurial activity to which the Securities are connected, (ii) an Italian company or a similar Italian commercial entity, (iii) a permanent establishment in Italy of a foreign entity, (iv) an Italian commercial partnership or (v) an Italian commercial private or public institution, such withholding tax is a provisional withholding tax. In all other cases the withholding tax is a final withholding tax.

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 withholding tax on proceeds relating to Atypical Securities, if such Securities are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements set forth in Article 1(100-114) of the Finance Act 2017, in Article 1(210-215) of the Finance Act 2019 and in Article 13-*bis* of the Fiscal Decree linked to Finance Act 2020.

Inheritance and gift tax

Pursuant to Law Decree No. 262 of 3 October 2006, converted into Law No. 286 of 24 November 2006, as subsequently amended, the transfers of any valuable asset (including shares, bonds or other securities, such as the Securities) as a result of death or donation are taxed as follows:

(i) transfers in favour of spouses and direct descendants or direct ancestors are subject to an inheritance and gift tax applied at a rate of 4 per cent. on the value of the inheritance or the gift exceeding €1,000,000;

(ii) transfers in favour of relatives to the fourth degree or relatives-in-law to the third degree are subject to an inheritance and gift tax at a rate of 6 per cent. on the entire value of the inheritance or the gift. Transfers in favour of brothers/sisters are subject to the 6 per cent. inheritance and gift tax on the value of the inheritance or the gift exceeding € 100,000; and

(iii) any other transfer is, in principle, subject to an inheritance and gift tax applied at a rate of 8 per cent. on the entire value of the inheritance or the gift.

If the heir/heiress and/or the donee is a person with a severe disability pursuant to Law n. 104 of February 5, 1992, inheritance tax or gift tax is applied to the extent that the value of the inheritance or gift exceeds €1.500,000.

Transfer tax

Following the repeal of the Italian transfer tax, as from 31 December 2007 contracts relating to the transfer of securities are subject to the registration tax as follows: (i) public deeds and notarized deeds are subject to fixed registration tax at rate of €200; (ii) private deeds are subject to registration tax only in case of use or voluntary registration.

Stamp duty

Pursuant to Article 13 par. 2/ter of the tariff Part I attached to Presidential Decree No. 642 of 26 October 1972, as amended by Article 1 par. 581 of Law No. 147 of 27 December 2013 ("**Decree 642**"), a proportional stamp duty applies on an annual basis to the periodic reporting communications sent by financial intermediaries to their clients in respect of any financial product and instrument, which may be deposited with such financial intermediary in Italy. The stamp duty applies at the rate of 0.20 per cent. and it cannot exceed € 14,000 for taxpayers which are not individuals. This stamp duty is determined on the market value or – in the absence of a market value – on the nominal value or the redemption amount of any financial product or financial instruments. Based on the interpretation of the

law, it may be understood that the stamp duty applies both to Italian resident and non-Italian resident Securityholders, to the extent that the Securities are held with an Italian-based financial intermediary.

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 pro-rata.

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 relevant regulations issued by the Bank of Italy) of an entity that exercises in any form a banking, financial or insurance activity within the Italian territory.

Wealth Tax on securities deposited abroad

Pursuant to Article 19(18) and (18-bis) of Decree No. 201 of 6 December 2011, Italian resident individuals, Italian non commercial entities, Italian non-commercial partnerships and assimilated entities pursuant to Article 5 of Presidential Decree no. 917 of 22 December 1986 holding the Securities outside the Italian territory are required to pay an additional tax at a rate of 0.20 per cent.. This tax is calculated on the market value of the Securities at the end of the relevant year or – if no market value figure is available – the nominal value or the redemption value of such financial assets held outside the Italian territory. Taxpayers are entitled to an Italian tax credit equivalent to the amount of wealth taxes paid in the State where the financial assets are held (up to an amount equal to the Italian wealth tax due).

Tax monitoring

Pursuant to Law Decree No. 167 of 28 June 1990, converted by Law No. 227 of 4 August, 1990, as amended, individuals, non-commercial institutions and non-commercial partnerships resident in Italy who hold investments abroad or have financial activities abroad must, in certain circumstances, disclose the aforesaid and related transactions 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.

Financial Transaction Tax

Pursuant to Article 1, para. 491 and followings of Law No. 228 of 24 December 2012, the Italian Parliament introduced a financial transaction tax ("**FTT**") which applies to (a) the transfer of ownership of shares and other participating securities issued by Italian resident companies or of financial instruments representing the just mentioned shares and/or participating securities (irrespective of whether issued by Italian resident issuers or not) (the "**Relevant Securities**"), (b) transactions on financial derivatives (i) the main underlying assets of which are the Relevant Securities, or (ii) whose value depends mainly on one or more Relevant Securities, as well as to (c) any transactions on the securities (as set forth by article 1, paragraph 1-bis, letters c) and d), of the Legislative Decree No. 58 of 24 February 1998), (iii) which is allowed to mainly purchase or sell one or more Relevant Securities or (iv) implying a cash payment determined with main reference to one or more Relevant Securities.

Warrants and certificates are expressly included in the scope of application of the FTT if they meet the requirements set out above.

With specific reference to the transactions on securitised derivatives on the Relevant Securities (such as the Securities) the FTT is due, as of 1 September 2013, regardless of the tax residence of the parties and/or where the transaction is executed.

The FTT is levied at a fixed amount that varies depending on the nature of the relevant instrument and the notional value of the transaction, and ranges between EUR 0.01875 and EUR 200 per transaction.

The amount of FTT payable is reduced to 1/5 of the standard rate in case the transaction is performed on regulated markets or multilateral trading facilities of certain EU Member States and of the SEE.

The FTT on derivatives is due by each of the parties to the transactions. The FTT is not applied where one of the parties to the transaction is the European Union, the BCE, central banks of the EU Member States, foreign Central Banks or entities which manage the official reserves of a foreign State, or international bodies or entities set up in accordance with international agreements which have entered into force in Italy. Further specific exemptions exist, inter alia, for (i) subjects who carry on market making activities; (ii) mandatory social security entities and pension funds set up according to Legislative Decree No. 252 of 5 December 2005; and (iii) intragroup transfers of the Relevant Securities.

The FTT shall be levied, and subsequently paid, to the Italian Revenue by the subject (generally a financial intermediary) that is involved, in any way, in the performance of the transaction. If more than one subject is involved in the execution of the transaction, the FTT is payable by the subject who receives the order of execution by the ultimate purchaser or counterparty. Intermediaries that are not resident in Italy but are liable to collect the FTT from the taxpayers and to pay it to the Italian Revenue can appoint an Italian tax representative for the purposes of the FTT. If no intermediary is involved in the performance of the transaction, the FTT must be paid directly by the taxpayers.

For further information about the EU Financial Transaction Tax please refer to the following paragraph 10.

3. LUXEMBOURG

The statements herein regarding tax considerations in Luxembourg are based on the laws in force in Luxembourg as of the date of this Base Prospectus and are subject to any changes in law.

The following information is of a general nature, is not intended to be, nor should it be construed to be, legal or tax advice, and does not purport to be a comprehensive description of all the Luxembourg tax considerations which may be relevant to a decision to purchase, own or dispose of the Securities. Prospective investors in the Securities should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject as a result of the purchase, ownership and disposition of the Securities.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a withholding tax or a tax of similar nature refers to Luxembourg tax law and/or concepts only.

Withholding tax

Non-Resident holders of Securities

Under Luxembourg general tax laws currently in force, there is no withholding tax on payments of principal, premium or interest made to non-resident holders of Securities, nor on accrued but unpaid interest in respect of the Securities, nor is any Luxembourg withholding tax payable upon settlement, repurchase or exchange of the Securities held by non-resident holders of Securities.

Resident holders of Securities

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005, as amended (the **Law**), there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders of Securities, nor on accrued but unpaid interest in respect of Securities,

nor is any Luxembourg withholding tax payable upon settlement, repurchase or exchange of Securities held by Luxembourg resident holders of Securities.

Under the Law, payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to an individual beneficial owner who is a resident of Luxembourg are at present subject to a withholding tax of 20 per cent. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payments of interest or similar income under the Securities coming within the scope of the Law will be subject to withholding tax of 20 per cent.

Taxation of Corporate Holders

Luxembourg corporate holders

Holders of Securities who are residents of Luxembourg will not be liable for any Luxembourg income tax on a repayment of principal.

A corporate holder of Securities who is a resident of Luxembourg for tax purposes, or who has a permanent establishment or a fixed place of business in Luxembourg to which the Securities are attributable, is subject to Luxembourg corporation taxes in respect of the interest received or accrued on the Securities as well as on any redemption premium received or issue discount realized.

Gains realized by a corporate holder of Securities who is a resident of Luxembourg for tax purposes or who has a permanent establishment or a fixed place of business in Luxembourg to which the Securities are attributable, on the sale or disposal of their Securities, are subject to Luxembourg corporation taxes.

Non-resident corporate holders not having a permanent establishment or a fixed place of business in Luxembourg

Gains realized by a non-resident corporate holder of Securities who does not have a permanent establishment or a fixed place of business in Luxembourg to which the Securities are attributable, on the sale or disposal of their Securities, are not subject to Luxembourg income tax.

Wealth tax

Under present Luxembourg tax laws, a holder of Securities who is a resident of Luxembourg for tax purposes, or a non-resident holder of Securities who has a permanent establishment or a fixed place of business in Luxembourg to which the Securities are attributable, has to take into account the Securities for purposes of the Luxembourg wealth tax, with the exception of certain holders falling within the laws on family estate management companies dated May 11, 2007, on regulated investment funds dated December 17, 2010, on specialized investment funds dated February 13, 2007, on securitization companies dated March 22, 2004, as amended, and on reserved alternative investment funds dated July 23, 2016, as regards entities which are subject to the specialized investment funds Luxembourg tax regime.

Taxation of Individual Holders

Resident individuals

Holders of Securities who are residents of Luxembourg will not be liable for any Luxembourg income tax on a repayment of principal.

An individual holder of Securities managing their private wealth, who is a resident of Luxembourg for tax purposes, is subject to income tax at progressive rates in respect of interest received, redemption premium received or issue discount realized on the Securities, except where (i) such interest has been subject to withholding tax under the law of December 23, 2005, as amended, or (ii) the individual

holder of the Securities has opted for the application of a 20% tax in full discharge of income tax in accordance with the law of December 23, 2005, as amended, which applies if a payment of interest has been made or ascribed by a paying agent established in a EU Member State (other than Luxembourg), or in a Member State of the European Economic Area (other than a EU Member State).

Under Luxembourg tax laws, a gain realized by an individual holder of Securities managing their private wealth and who is a resident of Luxembourg for tax purposes, on the sale or disposal of the Securities is not subject to Luxembourg income tax, provided this sale or disposal took place at least six months after the acquisition of the Securities. An individual holder of Securities, managing their private wealth and who is a resident of Luxembourg for tax purposes, has to further include the portion of their gain corresponding to accrued but unpaid interest income in respect of the Securities in their taxable income, except where such interest has been subject to withholding tax under the law of December 23, 2005, as amended.

Gains realized upon the sale or disposal of the Securities by an individual holder of their Securities, managing a professional or business undertaking, who is a resident of Luxembourg for tax purposes or who has a permanent establishment or a fixed place of business in Luxembourg to which the Securities are attributable, are subject to Luxembourg income tax. There is no wealth tax for individuals.

An individual holder of Securities managing a professional or business undertaking must include this interest in their taxable basis. If applicable, the tax levied in accordance with the law of December 23, 2005, as amended, will be credited against their final tax liability.

Non-resident individuals

A non-resident holder of Securities, not having a permanent establishment or permanent representative in Luxembourg to which/whom such Securities are attributable, is not subject to Luxembourg income tax on interest accrued or received, redemption premium received or issue discount realized on the notes or gains realized on the sale or disposal of the Securities.

Indirect Taxes

In principle, neither the issuance nor the transfer, repurchase or redemption of Securities will give rise to any Luxembourg registration tax or similar taxes.

Inheritance and gift taxes

Under present Luxembourg tax laws, in the case where a holder of Securities is a resident for tax purposes of Luxembourg at the time of his death, the Securities are included in his taxable estate for inheritance tax purposes and gift tax may be due on a gift or donation of notes if a deed is registered in Luxembourg.

No stamp duty

A fixed or ad valorem registration duty may be due upon the registration of a document linked to the Securities in Luxembourg in the case where such document is physically attached to a public deed or to any other document subject to mandatory registration, as well as in the case of a registration of such document on a voluntary basis.

4. SPAIN

The following discussion is of a general nature and is included herein solely for information purposes. It is based on the laws presently in force in Spain, though it is not intended to be, nor should it be construed to be, legal or tax advice. This section does not constitute a complete description of all the tax issues that may be relevant in making the decision to invest in the Securities or of all the tax consequences that may derive from the subscription, acquisition, holding, transfer, redemption or reimbursement of the Securities and does not purport to describe the tax consequences applicable to

categories of investors subject to special tax rules. Prospective investors in the Securities should therefore consult their own professional advisers as to the effects of state, regional or local law in Spain, to which they may be subject.

Individuals with Tax Residence in Spain

Certificates

Personal Income Tax

Personal Income Tax is levied on an annual basis on the worldwide income obtained by Spanish resident individuals, whatever the source is and wherever the relevant payer is established. Therefore any income that Spanish holders of the Certificates may receive under the Certificates will be subject to Spanish taxation.

Both interest periodically received and income arising on the disposal, redemption or reimbursement of the Certificates obtained by individuals who are tax resident in Spain will be regarded as financial income for tax purposes (i.e. a return on investment derived from the transfer of own capital to third parties), regardless of whether is in kind or in cash.

Both types of income will be included in the savings part of the taxable income subject to Personal Income Tax and will be taxed at the following tax rates: (i) for financial income up to €6,000: 19 per cent.; (ii) for financial income from €6,000.01 to €50,000: 21 per cent.; (iii) for any amount in excess of €50,000: 23 per cent..

Spanish holders of the Certificates shall compute the gross interest obtained in the savings part of the taxable base of the tax period in which it is due, including amounts withheld, if any.

Income arising on the disposal, redemption or reimbursement of the Certificates will be calculated as the difference between: (a) their disposal, redemption or reimbursement value; and (b) their acquisition or subscription value. Costs and expenses effectively borne by the holder on the acquisition and transfer of the Certificates may be taken into account for calculating the relevant taxable income, provided that they can be duly justified.

Likewise, expenses relating to the management and deposit of the Certificates, if any, will be tax deductible, excluding those pertaining to discretionary or individual portfolio management.

Losses that may derive from the transfer of the Certificates cannot be offset if the investor acquires homogeneous Certificates within the two-month period prior or subsequent to the transfer of the Certificates, until he/she transfers such homogeneous Certificates.

Additionally, tax credits for the avoidance of international double taxation may apply in respect of taxes paid outside Spain on income deriving from the Certificates, if any.

Wealth Tax

Individuals with tax residence in Spain are subject to the Spanish Wealth Tax on all their assets (such as the Certificates) in tax year 2020. The potential Wealth Tax liability should be analysed in connection with local regulations of each Spanish Region, provided some of them foresee full exemption of Wealth Tax. Wealth Tax is levied on the net worth of an individual's assets and rights. The marginal rates range between 0.2 per cent. and 3.75 per cent. and some reductions could apply. Individuals with tax residency in Spain who are under the obligation to pay Wealth Tax must take into account the value of the Certificates which they hold as at 31 December each year, when calculating their Wealth Tax liabilities.

As regards the application of Spanish Wealth Tax in tax year 2020 and onwards, prospective investors

should confirm with their tax advisors.

Inheritance and Gift Tax

Inheritance and Gift Tax is levied on individuals' heirs and donees resident in Spain for tax purposes. It is calculated taking into account several circumstances, such as the age and previous net worth of the heir or donee and the kinship with the deceased person or donor. The applicable tax rate currently ranges between 7.65 and 34 per cent. depending on the particular circumstances, although the final tax payable may increase up to 81.6 per cent. This is nevertheless subject to the specific rules passed by the relevant Spanish regions with respect to this tax.

Warrants

Personal Income Tax

The premium or amount paid for the subscription of the Warrants would not be considered as a deductible expense, but as the acquisition value, which would include the expenses and commissions, inherent to the acquisition, paid by the acquirer.

Income obtained by the holders of the Warrants covered by this Prospectus on their transfer before the Expiration Date, will be considered as capital gains or losses in accordance with the provisions of the Spanish Personal Income Tax Law. The gain or loss shall be calculated as a difference between the transfer value, once any expenses and commissions paid by the taxpayer have been deducted, and the acquisition value, as defined above.

Upon the exercise of the Warrants, income obtained would be considered as a capital gain or loss, which will be calculated as the difference between (i) the Settlement Price or the value of the Physical Delivery Securities, once any expenses and commissions paid by the taxpayer have been deducted, and (ii) the acquisition value, as defined above.

Failure to exercise any Warrants on the Expiration Date would give rise to a capital loss on the acquisition value.

Income derived from the transfer or exercise of the Warrants will be included in the savings part of the taxable income generally subject to Personal Income Tax at the following tax rates: (i) for financial income up to €6,000: 19 per cent.; (ii) for financial income from €6,000.01 to €50,000: 21 per cent.; and (iii) for any amount in excess of €50,000: 23 per cent..

Wealth Tax

Individuals with tax residence in Spain are subject to the Spanish Wealth Tax on all their assets (such as the Warrants) in tax year 2020. The potential Wealth Tax liability should be analysed in connection with local regulations of each Spanish Region, provided some of them foresee full exemption of Wealth Tax. Wealth Tax is levied on the net worth of an individual's assets and rights. The marginal rates range between 0.2 per cent. and 3.75 per cent. and some reductions could apply. Individuals with tax residency in Spain who are under the obligation to pay Wealth Tax must take into account the value of the Warrants which they hold as at 31 December each year, when calculating their Wealth Tax liabilities.

As regards the application of Spanish Wealth Tax in tax year 2020 and onwards, prospective investors should confirm with their tax advisors.

Inheritance and Gift Tax

Inheritance and Gift Tax is levied on individuals' heirs and donees resident in Spain for tax purposes. It is calculated taking into account several circumstances, such as the age and previous net worth of the heir or donee and the kinship with the deceased person or donor. The applicable tax rate currently

ranges between 7.65 and 34 per cent. depending on the particular circumstances, although the final tax payable may increase up to 81.6 per cent. This is nevertheless subject to the specific rules passed by the relevant Spanish regions with respect to this tax.

Legal Entities with Tax Residence in Spain

Certificates

Corporate Income Tax

Both interest periodically received and income arising on the disposal, redemption or reimbursement of the Certificates obtained by entities which are resident for tax purposes in Spain shall be computed as taxable income of the tax period in which they accrue.

The general tax rate for limited liability companies is 25 per cent. Special rates apply in respect of certain types of entities (such as qualifying collective investment institutions or credit entities).

Tax credits for the avoidance of international double taxation may apply in respect of taxes paid outside Spain on income deriving from the Securities, if any.

Warrants

As a general rule, income obtained either through the transfer or the exercise of the Warrants and obtained by taxpayers subject to Corporate Income Tax will be included in their taxable income under the general provisions described for Certificates.

Individuals and legal entities with no Tax Residence in Spain

Certificates

A non-resident holder of Certificates, who has a permanent establishment in Spain to which such Certificates are effectively connected with, is subject to Spanish Non-Residents' Income Tax on any income under the Certificates, including both interest periodically received and income arising on the disposal, redemption or reimbursement of the Certificates. In general terms, the tax rules applicable to individuals and legal entities with no tax residence in Spain but acting through a permanent establishment in Spain are the same as those applicable to Corporate Income taxpayers (explained above).

Warrants

As a general rule, income obtained by a permanent establishment located in Spain of a non-resident would be subject to taxation in a similar way than that applicable to Spanish tax resident corporate income taxpayers.

Spanish withholding tax

Where a financial institution (either resident in Spain or acting through a permanent establishment in Spain) acts as depositary of the Certificates or intervenes as manager in the collection of any income under the Certificates, such financial institution will be responsible for making the relevant withholding on account of Spanish tax on any income deriving from the Certificates (income from Warrants will always be not subject to withholding tax in Spain). Currently, the withholding tax rate in Spain is 19 per cent..

Amounts withheld in Spain, if any, can be credited against the final Spanish Personal Income Tax liability, in the case of Spanish tax resident individuals, or against final Spanish Corporate Income Tax liability, in the case of Spanish corporate, or against final Non-Residents' Income Tax, in the case of a Spanish permanent establishment of a non-resident holder of the Certificates. However, holders of the

Certificates who are Corporate Income Taxpayers or Non-Residents' Income Taxpayers acting through a permanent establishment in Spain to which the Certificates are effectively connected with can benefit from a withholding tax exemption when the Certificates are listed in an OECD official stock exchange. This will be the case as the Certificates are expected to trade on the Luxembourg Stock Exchange's Regulated Market.

Furthermore, such financial institution may become obliged to comply with the formalities set out in the Regulations on Spanish Personal Income Tax (Royal Decree 439/2007, of 30 March) and Corporate Income Tax (Royal Decree 634/2015, of 10 July) when intervening in the transfer or reimbursement of the Certificates.

Indirect taxation

The acquisition, transfer, redemption, reimbursement and exchange of the Securities will be subject to and exempt from Transfer Tax and Stamp Duty as well as Value Added Tax.

The exemption applicable for Value Added Tax purposes would not cover deposit and management services related to the Securities.

EU Financial Transaction Tax

On the European Union level negotiations are underway in order to implement a harmonized financial transaction tax which might have a negative impact on the receipts deriving from the Securities. Aditionally, on 18 Febreuary 2020 the Spanish Government approved the referral to the Spanish Congress of the Bill creating the Financial Transaction Tax. The legislative procedure is currently in amendment phase.

For further information about the EU Financial Transaction Tax please refer to the following paragraph 24.

5. SLOVAK REPUBLIC

The purpose of the overview below is to provide a general overview of the relevant Slovak tax rules based on the laws in force in Slovakia as of the date of this Prospectus. It does not purport to be a comprehensive description of all tax implications that might be relevant to an investment decision. Please note that Investors in the securities should consult with their professional advisers particular circumstances which should be examined and considered in detail.

Income tax

Residents

Individuals, who are residents in Slovakia, are subject to unlimited income tax liability on their world-wide income (i.e. income from domestic and foreign sources). An individual is resident in Slovakia if he/she has his/her domicile (a registered permanent stay), residence or habitual place of abode (a physical presence for more than 183 days in a calendar year) in Slovakia. Residence shall mean (in the context of the double-taxation treaties) the possibility of accommodation, which is permanently available to physical person, other than occasional accommodation for the purposes of business travels, tourism, recreation, etc., while an intention of physical person to permanently reside in the state with respect to his/her personal and economic ties is obvious. Corporations having their registered office and/or their place of effective management in the territory of Slovakia are subject to corporate income tax in Slovakia on their world-wide income (i.e. income from domestic and foreign sources).

Non-residents (both individuals and corporations) are subject to income tax only on income from the sources in Slovakia. Both in case of residents and non-residents Slovakia's right to tax may be restricted by a relevant double taxation treaty.

Interests

In general, the interest income earned from the securities is subject to a withholding tax of 19%. The exception are interests paid to states with which Slovakia has not concluded a treaty on avoidance of double taxation or on mutual exchange of information in tax matters for which a tax rate of 35% shall be applied. Revenues (incomes) from bonds and treasury bills sourced in Slovakia and paid to an individual are taxed by a withholding tax except for the revenues from state bonds and state treasury bills. In case of interest income with source outside of Slovakia, such interest income received by an individual shall be included in the special tax base and reported in annual personal income tax return. With respect to corporations, the interest income shall be included in the general tax base and declared in annual corporate income tax return. The withholding tax shall also be withheld from the income paid to companies which are not established for business purposes and to the National Bank of Slovakia.

The tax is to be withheld by a paying entity at the moment of payment. The paying entity is obliged to pay the tax witheld to tax authority within 15 days following the end of month in which the income payment was carried out and within the same deadline submit an announcement report. The tax withheld could have an effect of a final taxation or the taxpayer could offset it against the tax due in the same fiscal period.

Individual investors

In case the income from interest on the securities originates from sources abroad to an individual, it shall be included in the special tax base. The tax rate for individuals will be at the level of 19% of the special tax base.

However, it is necessary to review the respective Double Taxation Avoidance Treaty concluded between Slovakia and another country in which the securities are generated, whether Slovakia has a right for the taxation of these securities.

Corporations

In general, a corporation shall include the interest received in its general corporate income tax base, which is taxable at a tax rate of 21%, if the income of the legal entity for the taxation period exceeds 100,000 EUR or 15%, if the income of the legal entity for the taxation period does not exceed 100,000 EUR (effective for taxable periods commencing on or after 1 January 2020). The amendment of the Income Tax Act with effect from 1 January 2014 has introduced the institute of a tax licence (minimum tax) for specified corporate entities reporting a tax loss, zero or very low tax in a taxation period. The amount of the tax licence depends on the conditions stated in the Slovak Income Tax Act (EUR 480, EUR 960, EUR 2,880). The tax licence shall affect the business companies whose tax liability calculated in the tax return is lower than the amount of tax licence. Nevertheless, as a result of the amendment of the Slovak Income Tax Act effective for taxable periods commencing on or after 1 January 2018, the institute of tax licence was abolished altogether.

Capital gains – Income from sale of the securities

Income from sale of securities originating from a source abroad is subject to (personal/corporate) income tax in Slovakia if the recipient is a Slovak tax resident. Such income should be included in the taxpayer's income tax base (no withholding tax shall be applied). Individual investor´s capital gains from sale ofthe securities are subject to personal income tax at a rate of 19% or 25% depending on the amount of this income. The income not exceeding the amount of EUR 37,163.36 (valid for year 2020) is taxed by 19% tax rate, the amount exceeding the cap for 19% is taxed by a higher 25% tax rate (progressive tax rate). Provided that certain conditions are met this kind of personal income may be exempt from the tax. More details on potential exemption can be found in the text below.

Capital gains from sale of the securities are included in the corporate income tax base and taxed at tax rate of 21% if the income of the legal entity for the taxation period exceeds 100,000 EUR or 15%, if the income of the legal entity for the taxation period does not exceed 100,000 EUR.

When considering the taxation of sale of the securities the source of which is e.g. in Italy and are paid to a Slovak tax resident, the provisions of the existing double taxation treaty between Italy and Slovakia should be taken into consideration. Under the provisions of this double taxation treaty capital gains from sale of such securities are in general taxable only in Slovakia, i.e. the country of tax domicile. The income tax is levied as follows:

Individual investors (private and business investors)

The tax base shall be equal to the taxable income less any expenses, which may be documented as having been incurred in order to generate the income. Expenses that can be deducted are the purchase price proven to be paid for the securities, or when there is no purchase (i.e. free of charge - donation, inheritance) then the price for the securities determined at the time when the securities were acquired, and the expenses related to the acquisition or purchase of the securities.

The capital gains from the sale of the securities will be exempt from Slovak personal income tax if the aggregate of the tax base related to the "other income" category (i.e. debentures, shares, bills of exchange etc.) does not exceed the flat amount of EUR 500. The same limit for exemption relates to rental income, income from transfer of options and income from transfer of ownership interest in a company. Thus, the exemption of EUR 500 shall be applied to the aggregate of all afore mentioned incomes (“the other income”, rental income, transfer of options and of ownership interests in a company). If the above mentioned limit is exceeded, only the excess amount is included in the tax base.

Further, the income from sale of the securities accepted for trading on a regulated market or a similar foreign regulated market shall be exempt from tax and that after one year from their acquisition, if the period between their admission to a regulated market or to a similar foreign regulated market and their sale exceeds one year. Such income from sale of the securities is not exempt from tax if the securities were included into business assets of the taxpayer.

From the tax shall be exempt also the income from sale of securities, options and income from derivative transactions derived from long-term investment savings after fulfillment of conditions set (determined) in the special act including income paid after 15 years from the beginning of long-term investment savings. Such income from sale is not exempt from tax if such securities, options and income from the derivative transactions were included into business assets of the taxpayer.

A loss from sale of securities shall not be offset against gains from sale of securities in the same fiscal period - only the expenses up to the amount of income shall be considered upon the calculation of the tax base.

Under the specific conditions stated below, the full loss incurred may be considered as a tax deductible expense, these are:

i. bonds, the selling price of which is not lower by more than the interest accrued on the bonds and included in the tax base prior to the date of sale or the date of maturity of the bond; and

ii. for taxable persons who engage in trading with securities pursuant to special legislation, and which may deduct the expense of the acquisition of the securities up to the amount posted as their cost.

Corporations

In Slovakia, there is no difference in taxation of the capital gains of the individual investors holding securities as a business asset and corporations, therefore the section above applies to the corporations as well.

According to the Slovak Income Tax Act, in case a loss generated from the sale of securities shall not be offset against gains from sale of securities in the same fiscal period - only the expenses up to the amount of income shall be considered upon the calculation of the tax base.

Under the specific conditions stated below, the loss incurred is entirely accepted as a tax deductible expense:

(i) bonds, the selling price of which is not lower by more than the interest accrued on the bonds and included in the tax base prior to the date of sale or the date of maturity of the bond; and

(ii) for taxable persons who engage in trading with securities pursuant to special legislation, and which may deduct the expense of the acquisition of the securities up to the amount posted as their cost.

Non-residents

Interests

Non-residents (both individuals and corporations) are taxed only on their Slovak-source income. The interest income earned from securities paid out by a Slovak tax resident or a permanent establishment of a Slovak tax non-resident to a Slovak tax non-resident are taxed at the domestic withholding tax rate of 19% (35% in case of residents in listed jurisdictions) unless such rate is reduced by a double taxation treaty or exempt under the EU Interest and Royalties Directive. The responsibility for withholding of the tax at source is vested with the Slovak tax resident or a permanent establishment of a Slovak tax non-resident making the relevant payment.

EU Savings Directive

The Slovak Republic has implemented the Council Directive 2014/107/EU of 9 December 2014 amending Directive 2011/16/EU, which is dealing with mandatory automatic exchange of information in the field of taxation into the Slovak act on international assistance and cooperation in tax administration and into Slovak act on automatic exchange of information regarding to financial accounts for the purpose of tax administration. This council directive has replaced the previous Council Directive 2003/48/EC (Saving Directive) in the field of exchange of information.

Interest income subject to the automatic exchange of information constitutes, inter alia, income incurred from participation certificates, bonds, certificates of deposit, treasury bills and other securities of similar characteristics during the holding of such a financial instrument or income accrued at the sale, refund or redemption of the financial instrument.

Withholding tax in relation to securities

Provided that (i) the securities shall be issued outside the Slovak Republic, (ii) the Issuer shall be a Slovak tax non-resident and (iii) all payments in relation to securities shall be executed by the Issuer or by the entity executing such payments on behalf of the Issuer, any income earned from the securities shall be qualified as the income having a source outside the Slovakia and as such shall not be subject to withholding tax in Slovakia.

Capital gains – Income from sale of the securities

The capital gains realised by a Slovak tax non-resident on sale of the securities issued by a foreign entity are not treated as a Slovak-source income (i.e. it is not subject to tax in Slovakia). In general, only the capital gains realised by Slovak tax non-residents on the sale of securities issued by tax payers having their seat in Slovakia, shall be taxed in Slovakia under local tax law except of the revenues from the state bonds and state treasury bills.

Dividends

The tax treatment of and related health insurance obligations arising on dividend income differ with respect to taxable period in which the profit was generated from which the dividends shall be distributed. The treatment is determined irrespective of whether the actual dividend payment occurs in 2017 or later. The dividend income derived from profit achieved in taxable periods up to 2003 is subject to income tax in Slovakia. Dividends distributed from profit achieved in periods between 2011 and 2012 shall not be subject to tax, however in the case that these dividends are paid to individuals, they are subject to 10 % health insurance obligation. Dividends from profits of 2013 to 2016 also shall not be subject to tax, but the health insurance obligation of 14% arises. Dividends paid to the

individuals from profits generated commencing on or after 1 January 2017 shall be subject to income tax at a rate of 7%, however there is no obligation to pay health insurance on such income.

Nevertheless, the fact whether Slovakia is entitled to tax dividend income shall be analysed thoroughly with regards to provisions of double taxation treaty concluded between Slovakia and the other state. It may be that the relevant treaty includes a cap as to the amount of tax that may be charged by either state.

Shall an individual or a business entity who are considered as tax residents of Slovakia, receive dividend income from state with which Slovakia has not concluded any tax treaty, the applicable tax rate amounts to 35%.

As to business entities, with the exception of the above mentioned non-contracting states, dividend income shall be exempt from tax provided that the dividend paying entity does not treat it as a tax deductible expense.

The Slovak health insurance contributions received from the dividends are applicable only to individuals who participate obligatory in the Slovak health insurance system and do not have any confirmation on participation in another foreign obligatory health insurance system, e.g. in a form of an A1 form. The amount of health insurance contribution is capped by a so-called maximum calculation base ("*maximálny vymeriavací základ*") for the amount of income on which the contributions shall be paid. The maximum limit set for income received in 2020 amounts to EUR 60 780. The limit effectively applies to the aggregate of all income taxable in Slovakia (irrespective whether the income source is dividends or dependent activity).

Other taxes

There is no inheritance tax, gift tax, ownership tax or transfer tax in the Slovak Republic.

However, if securities are donated by an employer to a Slovak tax resident who is an employee, or if securities are donated to a Slovak tax resident who is self-employed and these securities are donated in connection with the carrying out of this self-employment, the value of the gift is subject to Slovak income tax and related health insurance contributions. The value of gift is also subject to the Slovak social insurance contributions since the assessment base for social insurance purposes generally follows the tax base of the individual (employee or self-employed person), although some exemptions may apply.

6. HUNGARY

The following discussion is of a general nature and is included herein solely for information purposes. It is based on the laws presently in force in Hungary and as applied on the date of this Base Prospectus, which may be subject to change, possibly with retroactive or retrospective effect. It is not intended to be, nor should it be construed to be, legal or tax advice, therefore should be treated with appropriate caution. This is a general discussion and does not constitute a complete description of all the tax issues that may be relevant in making the decision to invest in Securities in Hungary. Prospective investors in the Securities who are in any doubt as to their tax position should consult their own professional advisers.

Taxation of resident private individuals

Personal Income Tax

Resident private individuals shall be subject to tax liability in respect of all their income (all-inclusive tax liability).

Income from interest

According to the provisions of the Personal Income Tax Act, in the case of individual holders, interest income (**Interest Income**) - among others - is the income paid as interest and the capital gains realised upon the redemption or the sale of publicly offered and publicly traded debt Securities (with the exception of the sale of collective investment securities on the Hungarian stock market or the stock market of any EEA or OECD state). The term "*debt securities*" is defined in Act CXX of 2001 on the Capital Market. Generally, securities which do not pertain to the category of securities representing membership rights, should be treated as debt securities, therefore, income deriving from the Securities may qualify as income deriving from debt securities from personal income tax perspective. Securities listed on a regulated market of an EEA member state are considered publicly offered and traded securities. The Interest Income is subject to personal income tax of 15 per cent, which will be withheld by the Payor (*kifizető*) (for the definition of Payor please see below). In the absence of a Payor, the individual is obliged to assess, report and pay the tax on Interest Income.

The proceeds paid on privately placed Securities which are not listed on a regulated market of an EEA member state are considered as other income (**Other Income**) which is taxable at a rate up of 15 per cent and may be subject to uncapped social tax of 17.5 per cent, as well.

The capital gains realised on the sale or redemption of such securities is considered, as a general rule, capital gains income **(Capital Gains Income)**. The tax rate applicable to Capital Gains Income is 15 per cent, while the rate of social tax payable on the basis of Capital Gains Income realised by Hungarian resident individuals is 17.5 per cent. For this purpose, the aggregate annual upper threshold of the social tax amount is 17.5 per cent of 24 times the all-time effective minimum wage in Hungary (which means HUF 676,200 annual social tax cap calculated based on the 2020 minimum wage amount effective in Hungary).

The rules of the Personal Income Tax Act may in certain circumstances impose a requirement upon the **Payor** (for the definition of Payor please see below) to withhold tax on the interest payments to individual holders. In certain circumstances, Act LII of 2018 on Social Tax also imposes a requirement on the Payor to withhold social tax on payments provided to private individuals which are subject to social tax.

Pursuant to Act CL of 2017 on the Rules of Taxation the definition of a Payor covers a Hungarian resident legal person, other organisation, or private entrepreneur that (who) provides taxable income, irrespective of whether such payment is made directly or through an intermediary (post office, credit institution). In respect of interest, Payor shall mean the borrower of a loan or the issuer of a note, including the investment service provider or credit institution providing the interest instead of it. In respect of revenues originating from a transaction concluded with the involvement of a licensed stockbroker, Payor shall mean such stockbroker. In respect of income that is earned in a foreign country and taxable in Hungary, Payor shall mean the "paying agent" (*megbízott*) (legal person, organisation or private entrepreneur) having tax residency in Hungary, except in cases where the role of a financial institution is limited to performing the bank transfer or payment.

In addition, for personal income tax purposes Payor means the Hungarian resident credit institution agent which provides taxable income in connection with the service provision of the foreign person/entity performed in Hungary.

Personal Income Tax Rate

In Hungary the personal income tax rate is 15 per cent.

Withholding tax

As long as the income from the transaction - according to the tax regulations of the payer's country legislation – is considered as dividends, it may be limitedly taxable by the Issuer or by the entity performing the payments related to the Securities on behalf of the Issuer. The rate of withholding tax

determined in the domestic law of Luxembourg shall be moderated based on the double taxation treaty between Luxembourg and Hungary to 10%. Moreover, the tax paid in Luxembourg shall also be credited into the tax payable in Hungary. Generally, in the case of any other type of income, the withholding tax should not be levied (0%) by the Issuer or by the entity performing the payments related to the Securities on behalf of the Issuer.

Taxation of resident entities

Corporate Tax and Dividend Tax

The tax liability of resident taxpayers shall apply to their income from Hungary and from abroad, both (total tax liability). In general, resident entities are those established under the laws of Hungary (i.e. having a Hungarian registered seat). Foreign persons having their place of management in Hungary are also considered as Hungarian resident taxpayers.

In general, the interest and capital gain realized on the transactions with Securities by resident entities will be the part of their pre-tax profit/loss and will be taxable in the same way as the income from the regular operation where pre-tax profit, adjusted with the tax base modifying items shall represent the corporate tax base.

The corporate tax rate is 9 per cent. (flat rate) of the positive tax base.

Duties and Local Business Tax for resident taxpayers (individual and corporate)

The Securities should be classified as movable tangible properties in respect of duties. In case of inheritance, gifting or quid pro quo transfer of property of Securities in certain cases it is necessary to count with the occurrence of duty paying liability. The general rate of inheritance and gift duty is 18 per cent. of the net worth of the inheritance or gifts received by any one heir, legatee or donee. The general rate of duty on the quid pro quo transfer of property is 4 per cent.

The proceeds received on Securities held by credit institutions, financial enterprises, insurance companies or investment firms can be subject to local business tax. Generally, in case of other taxpayers, the proceeds realized from similar transactions is not part of the local business tax base.

Withholding tax

The legislation of withholding tax for resident entities is similar to resident private individuals, and it is regulated in the double taxation treaty.

Taxation of non-resident private individuals

Personal Income Tax

Non-resident private individual shall mean all natural persons other than resident private individuals. The tax liability of non-resident private individuals shall apply to income that originates in Hungary as the place of gainful activity or is taxable in Hungary by virtue of international agreement or reciprocity (limited tax liability).

Generally, Interest Income should be treated as having a Hungarian source - among others - where the relevant issuer is resident in Hungary for tax purposes. As in the present case the Issuer of the Securities should not be considered as an entity resident in Hungary for tax purposes, the Interest Income should not be regarded as having a Hungarian source.

Please note that the provisions of applicable double tax conventions, if any, should also be considered when assessing the Hungarian tax liabilities of a foreign resident individual holder.

Taxation of non-resident entities

Corporate Tax and Dividend Tax

Foreign nationals shall be deemed taxpayers, as well as non-resident entities whose head office is located abroad if they (a) carry out business operations via a permanent establishment in Hungary, provided that they are not considered resident taxpayers due to the location of their head office (**non-resident entrepreneurs**) or (b) obtain any income through the transfer or withdrawal of participating interest in a company with real estate holdings (**member of a company with real estate holdings**).

The tax liability of non-resident entrepreneurs shall apply to their income attributable to the Hungarian permanent establishment (limited tax liability).

When establishing the corporate tax, resident taxpayers and non-resident entrepreneurs shall adjust the tax base so that it contains no income that is subject to taxation abroad, if so prescribed by international treaty. In other cases, resident taxpayers and non-resident entrepreneurs may deduct from the corporate tax any tax paid (or payable) abroad that is equivalent to corporate tax.

Duties for non-resident tax payers

In general, the rules of duties for the non-resident individuals and entities are the same.

The rules of inheritance duty should be applied to all heritage located in Hungary. The same provisions should be applied to the movable tangible properties (e.g. Securities) inherited by a Hungarian citizen or a non-Hungarian citizen residing in Hungary or a legal entity established in Hungary, where the heritage is situated abroad if no inheritance duty or tax corresponding thereto is payable in the state in which such heritage is situated.

The provisions governing duties on gifts and transfer for consideration of property shall apply to moveable tangible properties (e.g. the Securities), unless otherwise provided for by an international agreement.

If the transfer of movable tangible property took place in Hungary, the owner of that movable tangible property should calculate with the duty paying liability, in line with the general rules mentioned regarding resident private individuals.

7. SLOVENIA

The following is a general description of certain Slovenian tax considerations relating to the Securities, based on the Issuer's understanding of the current law and its practice in Slovenia. It does not purport to be a complete analysis of all relevant tax considerations. Furthermore, it only relates to the position of investors who are beneficial owners of the Securities and the interest and may not apply to certain classes of investors. Prospective purchasers of the Securities should consult their tax advisers as to the consequences under the tax laws of the country of which they are resident for tax purposes and the tax laws of the Republic of Slovenia of acquiring, holding and disposing of the Securities and receiving payments of interest, principal and/or other amounts under the Securities. This overview is based upon the law as in effect on the date of this Prospectus and is subject to any change in law that may take effect after such date.

1. Taxation of individuals

Residents and non-residents

In accordance with the Personal Income Tax Act (*Zakon o dohodnini; ZDoh-2)*, an individual is deemed to be a resident of Slovenia if his registered permanent address, habitual place or the centre of his personal and economic interests is in Slovenia. In addition, any person who has been present in Slovenia in a tax year for more than 183 days in the aggregate is deemed to be a resident in the tax

year. Resident individuals are subject to income tax on their worldwide income. In general, all income, profits and gains are taxable, unless specifically exempt by law.

In accordance with the Personal Income Tax Act, non-residents are subject to tax on income derived from a source in Slovenia. Withholding tax is generally levied at a rate of 25%. Source taxation may be obviated or reduced pursuant to the terms of an applicable double taxation treaty, with the holder applying for a refund with the Slovenian tax authorities providing proof of eligibility.

Taxation of financial derivatives

Under the Personal Income Tax Act (*Zakon o dohodnini; ZDoh-2*), capital gains from the sale or other disposition of debt securities and other financial derivatives held as non-business assets are in general exempt from taxation. Capital gains derived from the alienation of financial derivatives (as defined in the Article 7 of the Financial Instruments Market Act (*Zakon o trgu finančnih instrumentov; ZTFI-1*) and debt securities (except for coupon debt securities and discount debt securities) by a resident individual are taxed at the rate of 40% (in the first 12 months of holding) and 27.5% (in the following 4 years of holding) according to the Act on the Taxation of Profits from the Disposal of Derivatives (*Zakon o davku od dobička od odsvojitve izvedenih finančnih instrumentov; ZDDOIFI*). The tax rate is further reduced by 7.5 percentage points for the next 5 years of holding, so that the rate of 20% applies after 5th year of holding, and further by 5 percentage points for each following 5 years of holding so that 15% and 10% tax rate applies after the 10th and 15th year of holding, respectively. After the 20th year of holding 0% tax rate applies. Tax return must be filed by Slovenian tax resident (Individual) until 28th February for previous year. Slovenian tax residents are taxed based on the principle of worldwide income; any income - deriving from Slovenia or abroad - is subject to taxation. If withholding tax paid abroad, the credit may not exceed the lower of the following: a) the tax actually paid on the foreign-source income (according to the tax treaty, if applicable); and b) the tax payable on such income in Slovenia which would apply in the absence of the credit relief.

Taxation of interest

Under the Slovenian tax laws currently in effect, the payment of interest on the debt securities (as defined in the Article 81 of the Slovenian Personal Income Tax Act (*Zakon o dohodnini; ZDoh-2*) in accordance with their terms and conditions to a resident individual (within the meaning of the relevant provisions of ZDoh-2) will generally be subject to tax at a flat rate of 25%. (levied by way of withholding or by way of assessment), provided that these qualify as non-business assets. Income from a disposal or repurchase by the issuer of discounted debt securities (including non-coupon debt securities) shall also be considered as interest income (in accordance with the Article 88 of ZDoh-2). Tax return must be filed by Slovenian tax resident (Individual) until the 28th of February for previous year.

Pursuant to the Article 54 of ZDoh-2 interest on Securities issued in series held by a resident individual as business assets will generally qualify as non-business income, in which case it would be subject to the flat rate of 25% as described above, instead of the progressive tax rate of up to 50%, which generally applies to business income.

Taxation of dividends and capital gains

Dividends and other profit distributions are taxed by way of a 27.5% final withholding tax.

In general, individuals are subject to income tax on their capital gains if derived from the disposal of immovable property, shares and other participation rights, investment coupons etc. Taxable capital gains are generally taxed at a 27.5% final tax rate. After five years of holding, capital gains are taxed at a 20% final tax rate. The rate is later reduced by five percentage points per each five years of holding. Consequently, any gains are exempt after a 20 year-holding. Capital gains derived from the alienation of financial derivatives are not taxed according to this rule but are taxed only as described previously under *Taxation of financial derivatives***.**

Inheritance and gift taxation

Individuals and private law entities (within the meaning of the Article 3 of the Slovenian Inheritance and Gift Tax Act (*Zakon o davku na dediščine in darila; ZDDD*) are subject to Slovenian inheritance and gift tax in case of a transfer of the Securities mortis causa or inter vivos. The rate of such tax depends upon the value of the assets transferred and upon the relationship between the deceased/the donor on the one hand and the heir/the donee on the other hand. An exemption may apply in certain cases, such as to transfers between direct descendants and between spouses, as well as to a transfer of movable property the total value of which does not exceed EUR 5,000.

Withholding tax

Withholding tax must be withheld at source and deducted from payments of interest, dividends, royalties, and other incomes if such taxable income is paid by local tax payer. In other cases, tax return must be filed by individual upon receipt of such income.

EU Savings Directive

EU Savings Directive has been incorporated in sub-chapter 10 of chapter 1 of part five of Slovenian Tax Procedure Act (*Zakon o davčnem postopku; ZDavP-2*) and has come into force on 1st July 2005. However, since then the Directive (EU) 2015/2060 repealing the EU Savings Directive has come into force and these provisions have been stricken and the directive has also been implemented in chapter II of part four of Slovenian Tax Procedure Act.

For further information please refer to the paragraph below, headed *EU Savings Directive*.

No gross-up for taxes withheld

Purchasers of the Securities should note that neither the Issuer nor any other person will assume any liability for taxes withheld from payments under the Securities, nor make any additional payments in regard of these taxes, i.e. no gross-up will apply if a withholding tax is imposed.

EU Financial Transaction Tax

On the European Union level negotiations are underway in order to implement a harmonized financial transaction tax which might have a negative impact on the receipts deriving from the Securities.

For further information please refer to the paragraph below, headed *The proposed financial transactions tax*.

Other Taxes

No stamp, issue or registration taxes or such duties will be payable in Slovenia in connection with the issuance, delivery or execution of the Securities. Currently, net assets tax is not levied in Slovenia.

2. Taxation of corporations

Under the Slovenian tax laws currently in effect, the payment of interest on the Securities in accordance with their terms and conditions within the meaning of the relevant provisions of the Slovenian Corporate Income Tax Act (*Zakon o davku od dohodkov pravnih oseb; ZDDPO-2*) received by (i) a legal person resident for tax purposes in the Republic of Slovenia; or by (ii) a permanent establishment (poslovna enota) in the Republic of Slovenia of a legal person not resident for tax purposes in the Republic of Slovenia, is considered as a part of the overall taxable income. The Corporate Income Tax is levied on the net profits, defined according to the profit and loss account, as stipulated by the law and the Accounting Standards. The tax rate is 19% since 1.1.2017.

Taxation of dividends

Dividends and income similar to dividends (with the exception of certain hidden reserves) are, pursuant to article 24 of the Slovenian Corporate Income Tax Act, exempt from the tax base of a corporate shareholder, if the payer of dividends is:

- liable for corporate income tax in accordance with the Slovenian Corporate Income Tax Act; or

- for taxation purposes, a resident of an EU Member State in accordance with the law of that Member State, and is in accordance with a double taxation treaty concluded with a non-EU Member State not considered to reside outside of the EU, and is additionally liable for one of the taxes for which a common system of taxation is applicable to parent companies and affiliates from different EU Member States, as determined by the Slovenian Minister of Finance, where a company which is exempt from corporate income tax or that has the option of choosing its taxation is not considered to be liable for payment of corporate income tax; or

- liable for the payment of corporate income or profit tax comparable to Slovenian corporate income tax and is not resident of a state (or has a permanent establishment not located in a state) where the general or average nominal tax rate for the taxation of profit is lower than 12.5% and where this state is on the list published by the Slovenian Ministry of Finance and the Slovenian Tax Administration; whereby, this rule shall not apply to a payer who is resident of another EU member state, in accordance with the previous paragraph.

The above rules are applicable to non-resident recipients of dividends if their interest in the capital or in the management of the company paying the dividends is connected with business activities performed through an establishment in Slovenia.

The above-described exemption from the tax base of a corporate holder of the notes is applicable under the condition that the current or past taxation period's revenues have been included in the corporate holder's tax base, on the basis of such income.

In accordance with article 70 of the Slovenian Corporate Income Tax Act, the payer must, at the time of dividend payment, withhold and pay withholding tax at the rate of 15%, unless the recipient is: the Republic of Slovenia or a self-governing local community in Slovenia; the Bank of Slovenia; a resident who notifies the payer of their tax number, or a non-resident liable for the payment of corporate income tax deriving from their activities in or through a permanent establishment in the Republic of Slovenia who notifies the payer of their tax number, if the dividends are payable to such permanent establishment.

In accordance with article 70 of the Slovenian Corporate Income Tax Act, the tax shall not be calculated, withdrawn and paid if the dividends are payable to:

- a resident of an EU or an EEA Member State who is liable to pay income taxes in a foreign state (except for income paid to the permanent establishment of a non-resident in Slovenia), if such entity cannot claim the withholding tax in the state of its residence (as with, for example, the exemption of dividends from the tax base) and the transaction is not considered to represent tax avoidance; or

- foreign pension funds, investment funds and insurance companies providing pension plans, residents of the EU or EEA Members States (except for income paid to the permanent establishment of a non-resident in Slovenia), if such entity cannot claim the withholding tax in the state of their residence (if, for example, such funds or insurance companies are exempt from tax payment or are subject to a 0% tax rate).

- exemptions determined in the previous two points do not refer to payments made to states with which the exchange of information is not assured (a list of such states is published by the Slovenian Minister of Finance).

Pursuant to article 71 of the Slovenian Corporate Income Tax Act, tax shall not be withheld from

payments of dividends and income similar to dividends if the entity authorised to receive a given payment is subject to the common system of taxation applied to parent companies and affiliate companies from different EU Member States, provided that:

- the entity authorised to receive the payment holds at least 10% of the value or number of shares or interests in the share capital, nominal capital, or voting rights of the company paying the dividend; and

- such minimum participation in the value or number of shares or interest in the share capital, nominal capital or voting rights, has been in effect for at least 24 months; and

- the entity authorised to receive the payment is: a) a legal entity formed as an entity for which a common taxation system is used and which is applicable to parent companies and affiliates from different EU Member States, as determined by the Slovenian Minister of Finance; b) for taxation purposes, a resident of an EU Member State in accordance with the law of that Member State and is in accordance with a double taxation treaty concluded with a non-EU member state not considered to reside outside of the EU, and c) is liable for one of the taxes subject to the common system of taxation applicable to parent companies and affiliates from different EU Member States or, with respect to companies exempt from income tax or that may choose their taxation, is determined by the Slovenian Minister of Finance to be an entity subject to corporate income tax.

Withholding tax

Withholding tax must be withheld at source and deducted from payments of interest, dividends, royalties, and some other payments if such payments have source in Slovenia and are paid abroad.

Other Taxes

No stamp, issue or registration taxes or such duties will be payable in Slovenia in connection with the issuance, delivery or execution of the Securities. Currently, net assets tax is not levied in Slovenia.

3. Financial Services Tax

The subject of taxation according to Financial Services Tax Act (*Zakon o davku na finančne storitve; ZDFS*) are the following services: a) granting and negotiation of credit or loans in monetary form and the management of credit or loans in monetary form by the person who is granting the credit or the person who is granting the loan; b) issuing of credit guarantees or any other security for money and management of credit guarantees by the person who is granting the credit; c) transactions, including negotiation, concerning deposit and current or transaction accounts, payments, transfers, debts, cheques and other negotiable instruments; d) transactions, including negotiation, concerning currency, bank notes and coins used as legal tender; e) services provided by insurance brokers and agents.

A taxable person shall be any person who provides the financial services in the territory of the Republic of Slovenia. It shall be deemed that a financial service referred to in Article 3 of this Act has been provided in the territory of Slovenia if it is provided by a person who has established his business or has a fixed establishment from which such financial service is provided or has his usual or permanent place of residence in the territory of Slovenia. It shall be also deemed that a financial service has been provided in the territory of Slovenia if it is provided by a person who has established his business or has a place of establishment from which the service is provided or has or has his usual or permanent place of residence outside Slovenia, but may, in accordance with the existing legislation, provide the financial services in the territory of Slovenia directly to clients or recipients of services who have established their business or have a place of establishment or their usual or permanent place of residence in the territory of Slovenia.

Applicable tax rate is 8,5% and is chargeable on the commission of a financial service. It shall be deemed that a financial service has been provided when a fee for the commission of the service has been paid. The fee referred to in the preceding paragraph shall exclude interest payable by a contractor

of services to a taxable person for the provision of the agreed financial service when such interest does not constitute the payment of fees by a taxable person for the service provided.

8. IRELAND

The following is an overview of the Irish withholding tax treatment of the Securities. The overview does not purport to be a comprehensive description of all of the Irish tax considerations that may be relevant to a decision to purchase, own or dispose of the Securities.

The overview is based upon the laws of Ireland and the published practices of the Revenue Commissioners of Ireland as in effect on the date of this Base Prospectus. Prospective investors in the Securities should consult their own advisers as to the Irish or other tax consequences of the purchase, beneficial ownership and disposition of the Securities including, in particular, the effect of any state or local law taxes, if applicable.

Irish Withholding Tax

Irish withholding tax applies to certain payments including payments of:

- Irish source yearly interest (yearly interest is interest that is capable of arising for a period in excess of one year);
- Irish source annual payments (annual payments are payments that are capable of being made for a period in excess of one year and are pure income-profit in the hands of the recipient); and
- Distributions (including interest that is treated as a distribution under Irish law) made by companies that are resident in Ireland for the purposes of Irish tax;

at the standard rate of income tax (currently 20 per cent).

On the basis that the Issuer is not resident in Ireland for the purposes of Irish tax, nor does the Issuer operate in Ireland through a branch or agency with which the issue of the Securities is connected, nor are the Securities held in Ireland through a depository or otherwise located in Ireland, then to the extent that payments of interest or annual payments arise on the Securities, such payments should not be regarded as payments having an Irish source for the purposes of Irish taxation.

Accordingly, the Issuer or any paying agent acting on behalf of the Issuer should not be obliged to deduct any amount on account of these Irish withholding taxes from payments made in connection with the Securities.

Separately, for as long as the Securities are quoted on a stock exchange, a purchaser of the Securities should not be obliged to deduct any amount on account of Irish tax from a payment made by it in connection with the purchase of the Securities.

Irish Encashment Tax

Payments on any Securities paid by a paying agent in Ireland or collected or realised by an agent in Ireland acting on behalf of the beneficial owner of Securities will be subject to Irish encashment tax at the standard rate of Irish tax (currently 20 per cent), unless it is proved, on a claim made in the required manner to the Revenue Commissioners of Ireland, that the beneficial owner of the Securities entitled to the interest or distribution is not resident in Ireland for the purposes of Irish tax and such interest or distribution is not deemed, under the provisions of Irish tax legislation, to be income of another person that is resident in Ireland.

9. CROATIA

The statements herein regarding taxation are based on the laws in force in Croatia as of the date of this Base Prospectus and are subject to any changes in law and/or entry into force of any relevant law occurring after such date, which changes could be made on a retroactive basis. The following overview does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Securities and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules. Prospective purchasers of the Securities are advised to consult their own tax advisers concerning the overall tax consequences of their interest in the Securities.

Taxation of individuals

Tax obligor is a natural person - income earner and heir to all tax obligations arising from income earned by the decedent until his death. The heir is at the same time tax obligor to income accrued from inherited sources of income.

Taxable sources of income are:

(i) income from salaried employment,
(ii) income from self-employment,
(iii) income from property and property rights,
(iv) income from capital,
(v) other income.

Resident is a natural person whose residence or habitual abode is in the Republic of Croatia. Resident is also a natural person not having the place of residence or habitual abode in the Republic of Croatia and is employed with a governmental office of the Republic of Croatia and receives salary on that basis.

Non-resident is a natural person not having the place of residence or habitual abode in the Republic of Croatia and earning income in the Republic of Croatia which is taxable according to the Croatian Income Tax Act.

Taxable basis i.e. tax base:

a. for a resident is the total amount of income gained from salaried employment, self-employment, property and property rights, capital and other income gained by the resident in the country and abroad (world income principle) less resident's personal allowance,
b. for a non-resident is the total amount of income from salaried employment, self-employment, property and property rights, capital and other income gained by the non-resident in the country (domicile land principle) less non-resident's personal allowance.

With respect to income gained by non-resident natural persons in capacity of performers (artists, entertainers, athletes), there is no obligation to charge, withhold and pay income tax advance or income tax when compensation for their performances is paid to a foreign person, which is not a legal person, pursuant to an agreement with such foreign person, i.e. such compensation is taxable according to withholding tax provisions.

Income from capital are deemed receipts from interests, withdrawals of assets and use of services charged against income of the current period, capital gains and shares in profit realised from allocation or option purchase of treasury shares, which are realised in the tax period, including dividends and shares in profit on the basis of shares in capital.

Amendments to the Croatian Income Tax Act, have introduced certain changes in relation to taxation of capital income. Namely, whilst under the earlier version of the Croatian Income Tax Act, income tax was payable only on interests realized on the basis of granted loans and facilities, including those realized through commission loans, currently applicable version of the Croatian Income Tax Act

provides for wider list of earnings from interests being subject to taxation (at applicable rate as provided for in the Croatian Income Tax Act), including those realized under a) interests payable on securities (vrijednosni papiri), b) interest on HRK and foreign savings, c) revenues realized based on division of income of an investment fund in form of interest, if they are not taxed as profit shares on the basis of distribution of profit or income of an investment fund. However, the Croatian Income Tax Act provides for explicit statutory exemption, among others in case of default interest and interest realised through investment in the notes (being obveznice under applicable Croatian laws), regardless of the issuer and type of notes. As no guidance has been published by the Croatian Tax Authorities, potential interpretation of the said provisions by the Croatian Tax Authorities cannot be assessed.

As of 1 January 2016, pursuant to the Croatian Income Tax Act, capital income on the basis of capital gain represents a difference between the agreed selling price, i.e. revenue determined based on the market value of financial assets being disposed of and the purchase value.

Within the meaning of the foregoing paragraph, the following revenues are considered as revenues realized by disposal of financial assets (financial instruments and structured products), i.e. receipts from: (i) transferable securities (vrijednosni papiri) and structured products, including shares in companies and other associations whose shares may be disposed of similarly as shares in companies; (ii) money market instruments; (iii) units of joint ventures; (iv) derivatives; and/or (v) proportional value of liquidation estate in case of liquidation of an investment fund and other revenues realized from ownership shares in case of liquidation, cessation or withdrawal.

Within the meaning of the foregoing paragraphs, disposal of financial assets means sale, exchange, gift or other transfer, however does not include: (i) transfer of share from one pension fund to another; (ii) exchange of securities (vrijednosni papiri) with the equivalent securities of the same issuer, whereby the ratios among the holders and capital of issuer are not altered, as well as exchange of securities (vrijednosni papiri), i.e. financial instruments with other securities (vrijednosni papiri) or financial instruments, and acquisition of securities (vrijednosni papiri) or financial instruments in case of change of status changes, provided that in all these cases there is no cash flow and the sequence of acquisition of financial property is ensured (acquisition value shall be considered the value determined on the date of first acquisition of financial property); (iii) division of stocks of the same issuer, whereupon the share capital shall not be altered and there shall be no cash flow; (iv) exchange of shares among the investment sub-funds under the same umbrella fund, i.e. exchange of shares among the investment funds managed by the same management company, provided that the sequence of acquisition of financial property is ensured (acquisition value shall be considered the value determined on the date of first acquisition of financial property); and/or (v) repurchase of shares of the Croatian War Veterans' Fund.

Capital income from revenues from joint ventures shall be determined in the amount of realized yield, decreased for costs of management of investments, i.e. costs of management of investment fund assets (net yield), i.e. in case of discounted securities (vrijednosni papiri) and zero-coupon bonds, in the amount of difference between the purchase value at the moment of issue and realized value at maturity if the purchaser holds the security until its maturity. Capital income on the basis of capital gains realized through the investment of financial assets into portfolios, in line with the regulations applicable for capital markets, shall be determined in the moment of realization of yield from the portfolio decreased by the costs of portfolio management (net yield).

Capital income on the basis of capital gains shall not be taxed if disposal has been made between the spouses and first-degree relatives and other members of immediate family (as defined in the Croatian Income Tax Act), between the divorced spouses if disposal is in immediate connection with the divorce, inheritance of financial assets and if financial assets are disposed of after two years from the date of purchase, i.e. acquisition of the same.

If financial assets were acquired as a gift and disposed of in a period of two years from the date of acquisition, the person disposing the assets shall be determined the capital income in line with the Croatian Income Tax Act.

Capital losses may be deducted only from the income from capital gains which is realized in the same calendar year. Capital losses may be stated up to the amount of the tax basis.

Capital income realized in a foreign currency shall be calculated in HRK counter value by application of the middle exchange rate of the Croatian National Bank on the day of payment.

Specifically, as income from capital are deemed capital gains and gains from dividends and profit sharing on the basis of shares in capital. Income tax payments on the basis of receipts from dividends or profit sharing on the basis of shares in capital and capital gains are payable at the rate of 12%. Dividends and profit sharings on the basis of shares in capital are taxable at source, while the obligor of calculation, withholding and payment of tax for capital gains is the tax obligor acquirer of revenue from the country or from the abroad, if not provided to the contrary by an international treaty (or the company managing financial assets of the tax obligor or Central Depository and Clearing Company);for income from capital based on disposal of share in capital, a tax obligor and; a person disposing of financial assets in case of financial assets was acquired as a gift and disposed of in a period of two years from the date of acquisition. The company, payer of dividends or shares in profit is obliged to assess, withhold and pay tax simultaneously with the payment of dividends or profit. It should be noted that on top of income tax the income tax surcharge is levied which is defined in the city or municipal regulations depending on the place of residence or habitual abode of the tax obligor. The tax basis for surcharge tax is the assessed income tax and the payer of the receipts is obliged to assess, withhold and prepay tax simultaneously with the payment of receipts.

If the resident receives income from capital from abroad without a local intermediary, he is obliged to pay tax at the applicable tax rate. In a situation where the tax payer chose that Central Depository and Clearing Company shall keep records, calculate income and income tax and report to tax authorities thereof, he is obliged to deliver all data necessary for determination of income tax to Central Depository and Clearing Company.

The general tax rules outlined above apply to the extent there are no limitations imposed under applicable double tax treaties. Source taxation may be obviated or reduced pursuant to the terms of an applicable double taxation treaty under the conditions as provided for in the applicable tax legislation.

Inheritance and gift taxation

In accordance with Local Taxes Act and subject to any applicable double taxation treaty, any natural person or legal entity who inherits or receives gifts (including securities) with individual value higher than HRK 50,000.00 in the Republic of Croatia is under an obligation to pay Croatian tax in respect of such inheritance or gift at a rate of 4%. Certain exemptions with respect to application of the aforestated tax are available in line with the Local Taxes Act.

EU Savings Directive

EU Savings Directive has been incorporated in the earlier version of the Croatian General Tax Act and has come into force on 1st July 2013. The EU Savings Directive has been repealed by Council Directive (EU) 2015/2060 of 10 November 2015 which came into force on 1st January 2017. This Directive has not ben transposed in any particular legislation act in Croatia.

No gross-up for taxes withheld

Purchasers of the Securities should note that neither the Issuer nor any other person will assume any liability for taxes withheld from payments under the Securities, nor make any additional payments in regard of these taxes, i.e. no gross-up will apply if a withholding tax is imposed.

EU Financial Transaction Tax

On the European Union level negotiations are underway in order to implement a harmonized financial transaction tax which might have a negative impact on the receipts deriving from the Securities.

Taxation of corporations

Corporate (profit) tax obligors are:

1. companies and other legal entities and natural persons residing in the Republic of Croatia that are self-employed and perform economic operations permanently and for the purpose of making the profit, income or revenues or other valuable commercial benefits;
2. local business units of a foreign entrepreneur (non-resident);
3. a natural person determining income in a manner prescribed for self-employment according to income tax regulations or natural person commencing with self-employment if he/she declares that he/she will pay corporate (profit) tax instead of income tax;
4. a natural person determining income in a manner prescribed for self-employment according to income tax regulations or natural person commencing with self-employment if the total turnover in the previous tax period exceeded HRK 7,500,000, or
5. exceptionally, government administration bodies, regional self-administration bodies, local self-administration bodies, Croatian National Bank, institutions of regional self-administration units, institutions of local self-administration units, state institutes, religious communities, political parties, trade unions, chambers, associations, artists associations, voluntary fire-fighting societies, technical culture communities, tourist communities, sports clubs, sports societies and associations, trusts and funds, if they perform commercial activities whose non-taxation would lead to unjustified advantages on the market (they are subject to corporate (profit) tax for such commercial activities). The tax authority will at own initiative or at the proposal of other tax obligors declare in its decision that the above stated persons are obliged to pay corporate (profit) tax for such commercial activities;
6. each entrepreneur and his legal successor not counted to entrepreneurs counted in items 1 through 5 who is not an income tax obligor according to the income tax regulations and whose profit is not taxable elsewhere.

The tax base shall be the profit determined pursuant to the accounting regulations as the difference between revenues and expenditures before the profit tax assessment, increased and reduced in accordance with the provisions of Croatian Profit Tax Act. The tax base of a resident taxpayer shall be the profit earned in Croatia and abroad and the tax base of a non-resident shall only be the profit earned in Croatia which shall be assessed in accordance with the provisions of Croatian Profit Tax Act. Income from the liquidation or other procedure by which the payer terminates operations in accordance with special regulations, income from sale, changes in the legal form and division of the payer is included in the tax base, and the tax base is determined according to the market value of the assets, unless otherwise provided by Croatian Profit Tax Act.

Withholding tax obligors are payers of interests (certain exemptions available under the Croatian Profit Tax Act), dividends, shares in profit, royalties for copyrights and other intellectual property rights (copyrights, patents, licences, trademarks, designs or models, production processes, production formulae, drawings, plans, industrial or scientific experience and similar rights) to foreign persons other than natural persons and paying for market research services, tax and business consulting or audit services to foreign persons and paying any other kinds of services paid to persons having their registered seats or places of actual administration or supervision in countries deemed tax havens or financial centres other than EU member states and countries with which the Republic of Croatia entered into and applies double tax treaties and which are included in the List of Countries issued by the Finance Minister and published on web pages of the Ministry of Finance and Tax Administration.

In case of withholding tax the subject of taxation is the gross amount of payment paid by a payer in the country to a non-resident - foreign recipient.

Corporate (profit) tax rate is 12% if the income of the obligor in the tax period amounts to HRK 7,500,000.00 and 18% if the income of the obligor in the tax period is equal or over the amount of HRK 7,500,000.01, withholding tax rate is 15%, except for dividends and shares in profit for which the withholding tax rate is 12%, and 20% for all kinds of services paid to persons having their registered seat or place of actual administration or supervision in countries deemed tax havens or financial centres

other than EU member states and countries with which the Republic of Croatia entered into and applies double tax treaties and which are included in the List of Countries issued by the Finance Minister and published on web pages of the Ministry of Finance and Tax Administration.

Croatian withholding tax can be reduced under an effective double tax treaty.

Finally, Council Directive 2003/49/EC of 3 June 2003 on a common system of taxation applicable to interest and royalty payments made between associated companies of different Member States, the Council Directive 90/435/EEC on the common system of taxation applicable in the case of parent companies and subsidiaries of different Member States and Council Directive 2017/952 of 29 May 2017 as regards hybrid mismatches with third countries, have been transposed to Croatian legal system.

10. AUSTRIA

The following is a general discussion of certain Austrian tax consequences of the acquisition, holding and disposal of the Securities. It does not purport to be a comprehensive description of all Austrian tax considerations that may be relevant to a decision to purchase the Securities, and, in particular, does not consider any specific facts or circumstances that may apply to a particular purchaser. It is not intended to be, nor should it be construed to be, legal or tax advice.

As each Series or Tranche of Securities may be subject to a different tax treatment due to the specific terms of such Series or Tranche of Securities as set out in the respective Final Terms, the following section only provides some general information on the possible tax treatment.

Prospective purchasers of the Securities are advised to consult their own tax advisors as to the tax consequences of the purchase, ownership and disposal of the Securities, including the effect of any state, local or church taxes, under the tax laws of Austria and any country of which they are resident or whose tax laws apply to them for other reasons. This overview is based on Austrian law as in force when drawing up this Prospectus. The laws and their interpretation by the tax authorities and tax courts may change and such changes may also have retroactive effect. It cannot be ruled out that the Austrian tax authorities adopt a view different from that outlined below.

Austrian individuals

Realized capital gains (*Einkünfte aus realisierten Wertsteigerungen*) from the Securities whose ongoing payments are considered to be income from the provision of capital (*Einkünfte aus der Überlassung von Kapital*) within the meaning of Sec 27 Para 2 of the Austrian Income Tax Act (*Einkommensteuergesetz*) derived by individuals, whose domicile or habitual abode is in Austria, in general are subject to Austrian income tax at a special rate of 27.5% (depending on the specifics of the respective Security exemptions from this special tax rate may apply). Realised capital gain means inter alia any income derived from the sale or redemption of the Securities. The tax base is, in general, the difference between the sale proceeds or the redemption amount and the acquisition costs, in each case including accrued interest. Expenses which are directly connected with income subject to the special tax rate are not deductible. For Securities held as private assets, the acquisition costs shall not include incidental acquisition costs. The income may in general be subject to withholding tax *(Kapitalertragsteuer)* if the Securities are kept or administrated in a custodial institution (*depotführende Stelle*) or paying agent (*auszahlende Stelle*) in Austria. If the income from the capital gain is not subject to withholding tax deduction, the taxpayer will have to include the income from the capital gain in his personal income tax return pursuant to the provisions of the Austrian Income Tax Act.

If ongoing payments of the Securities are considered to be income from the provision of capital (*Einkünfte aus der Überlassung von Kapital*) within the meaning of Sec 27 Para 2 of the Austrian Income Tax Act (*Einkommensteuergesetz*) this income will in general be subject to Austrian income

tax at a special tax rate of 27.5% provided that the income is derived by individuals, whose domicile or habitual abode is in Austria (dedepending on the specifics of the respective Sercuriy exemptions from this special tax rate may apply) The tax base is, in general, the received payment by the individual. The income may in general be subject to withholding tax *(Kapitalertragsteuer)* if the Securities are kept or administrated in a paying agent (*auszahlende Stelle*) in Austria or if the debtor has its seat, place of management in Austria or is the branch of a foreign credit institute. If the income from the capital gain is not subject to withholding tax deduction, the taxpayer will have to include the income from the capital gain in his personal income tax return pursuant to the provisions of the Austrian Income Tax Act.

The Issuer does not assume any responsibility for Austrian withholding tax (*Kapitalertragsteuer*) at source and is not obliged to make additional payments in case of withholding tax deductions at source.

Austrian corporations

Corporations seated in Austria or whose place of management is in Austria are subject to corporate income tax at a tax rate of 25%. This in general includes ongoing income from Securities and realized capital gains from Securities.

Under certain prerequisites, Austrian corporations holding Securities may declare exemption from withholding tax deduction by submitting a corresponding statement (*Befreiungserklärung*) to the Austrian custody bank and competent financial authority. With this statement the Austrian corporation has to declare its identity and has to confirm that the Securites are held as business assets. If such declaration is not submitted all income from the Securities will in general be subject to withholding tax deduction. Such withheld tax may be set off with the corporate income tax.

Again, the Issuer does not assume any responsibility for Austrian withholding tax (*Kapitalertragsteuer*) at source and is not obliged to make additional payments in case of withholding tax deductions at source.

Non-resident taxation

Individuals who do not have their domicile of their habitual abode in Austria are subject to Austrian limited income tax liability (non-resident taxation) with certain types of income. Income derived from the Securities subject to this non-resident taxation may be subject to the special tax rate in the amount of 27.5% (dedepending on the specifics of the respective Sercuriy exemptions from this special tax rate may apply). The income may be subject to withholding tax *(Kapitalertragsteuer)* or may need to be declared in a respective personal income tax return..The individual may be eligible to apply for a refund to Austrian tax on the basis of applicable double taxation treaties.

Corporations who do not have their seat or place of management in Austria are subject to Austrian limited corporate income tax liability (non-resident taxation) with certain types of income. Income derived from the Securities subject to this non-resident taxation may be subject to withholding tax *(Kapitalertragsteuer)* or may need to be declared in a respective corporate income tax return. The corporation may be eligible to apply for a refund to Austrian tax on the basis of applicable double taxation treaties.

Again, the Issuer does not assume any responsibility for Austrian withholding tax (*Kapitalertragsteuer*) at source and is not obliged to make additional payments in case of withholding tax deductions at source.

11. EUROPEAN FINANCIAL TRANSACTION TAX

On 14 February 2013, the European Commission issued proposals, including a draft Directive (the **Commission Proposal**), for a financial transaction tax (**FTT**) to be adopted in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the **participating Member States**). However, Estonia has since stated that it will not participate. If the Commission's Proposal was adopted, the FTT would be a tax primarily on "financial institutions" (which could include the Issuer) in relation to "financial transactions" (which would include the conclusion or modification of derivative contracts and the purchase and sale of financial instruments).

Under the Commission's Proposal, the FTT could apply in certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in the Certificates where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

The FTT may give rise to tax liabilities for the relevant Issuer with respect to certain transactions if it is adopted based on the Commission's Proposal. Examples of such transactions are the conclusion of a derivative contract in the context of the relevant Issuer's hedging arrangements or the purchase or sale of securities (such as charged assets) or the exercise/settlement of a warrant. The relevant Issuer is, in certain circumstances, able to pass on any such tax liabilities to holders of the Securities and therefore this may result in investors receiving less than expected in respect of the Securities. It should also be noted that the FTT could be payable in relation to relevant transactions by investors in respect of the Securities (including secondary market transactions) if conditions for a charge to arise are satisfied and the FTT is adopted based on the Commission's Proposal. Primary market transactions referred to in Article 5(c) of Regulation EC No 1287/2006 are expected to be exempt. There is however some uncertainty in relation to the intended scope of this exemption for certain money market instruments and structured issues.

However, the FTT proposal remains subject to negotiation between the participating Member States. It may therefore be altered prior to implementation, the timing of which remains unclear. Additional Member States may decide to participate. Prospective Certificateholders are advised to seek their own professional advice in relation to the FTT.

12. INTERNATIONAL EXCHANGE OF INFORMATION

Based on the "OECD Common Reporting Standard (CRS)" states, which have committed themselves to apply the OECD Common reporting Standards ("Participating States"), exchange information with respect to financial accounts held by persons in another Participating State. The same applies to Member States of the European Union. Since 2017 the competent authorities of each EU member state automatically has to submit information on financial accounts and advance cross-border rulings of each person domiciled in the respective EU member state to the competent authorities of each other EU member state.
Since 2018 the competent authorities of each EU member state automatically has to submit anti-money laundering information. Investors should obtain information and/or seek advice if required.

13. U.S. FOREIGN ACCOUNT TAX COMPLIANCE WITHHOLDING

The Issuer and other financial institutions through which payments on the Securities are made may be required to withhold U.S. tax at a rate of 30 per cent. on all, or a portion of, "foreign passthru payments" (a term not yet defined) made two years after the date of publication of final U.S. Treasury

Regulations defining the term “foreign passthru payment", or later. This withholding would potentially apply to payments in respect of (i) any Securities 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 after the "grandfathering date" which (A) with respect to Securities that give rise solely to foreign passthru payments, is the date that is six months after the date on which final U.S. Treasury Regulations defining the term foreign passthru payment are filed with the Federal Register, and (B) with respect to Securities that give rise to a dividend equivalent pursuant to Section 871(m) of the Code as discussed below (and therefore do not give rise to foreign passthru payments), is the date that is six months after the date on which obligations of their type are first treated as giving rise to dividend equivalents, or in either case are issued on or before the grandfathering date and are materially modified thereafter, and (ii) any Securities characterised as equity or which do not have a fixed term for U.S. federal tax purposes, whenever issued. If Securities are issued on or before the grandfathering date, and additional Securities of the same series are issued after that date, the additional Securities may not be treated as grandfathered, which may have negative consequences for the existing Securities, including a negative impact on market price.

While the Securities are in global form and held within the clearing systems, it is not expected that FATCA will affect the amount of any payment received by the clearing systems. However, FATCA may affect payments made to custodians or intermediaries in the subsequent payment chain leading to the ultimate investor if any such custodian or intermediary generally is unable to receive payments free of FATCA withholding. FATCA also may affect payment to any ultimate investor that is a financial institution not entitled to receive payments free of withholding under FATCA, or an ultimate investor that fails to provide its broker (or other custodian or intermediary from which it receives payment) with any information, forms, other documentation or consents that may be necessary for the payments to be made free of FATCA withholding. Investors should choose their custodians and intermediaries with care (to ensure each is compliant with FATCA or other laws or agreements related to FATCA) and provide each custodian or intermediary with any information, forms, other documentation or consents that may be necessary for such custodian or intermediary to make a payment free of FATCA withholding. The Issuer’s obligations under the Securities are discharged once it has paid the common depositary or common safekeeper for the clearing systems (as bearer or registered holder of the Securities) and the Issuer has therefore no responsibility for any amount thereafter transmitted through the hands of the clearing systems and custodians or intermediaries. The documentation expressly contemplates the possibility that the Securities may go into definitive form and therefore that they may be taken out of the clearing systems. If this were to happen, then a non-FATCA compliant holder could be subject to FATCA withholding.

If an amount in respect of U.S. withholding tax were to be deducted or withheld from payments on the Securities, neither the Issuer nor any paying agent nor any other person would, pursuant to the conditions of the Securities, be required to pay additional amounts as a result of the deduction or withholding of such tax. As a result, investors may receive a lesser amount than expected. Holders of Securities should consult their own tax advisers for a more detailed explanation of FATCA and how FATCA may apply to payments they receive under the Securities.

FATCA is particularly complex and its application to the Issuer, the Securities, and investors in the Securities is uncertain at this time. The application of FATCA to "foreign passthough payments" on the Securities or to Securities issued or materially modified after the grandfathering date may be addressed in the relevant Final Terms or a supplement to the Base Prospectus, as applicable.

On 10 January 2014, representatives of the Governments of Italy and the United States signed an intergovernmental agreement to implement FATCA in Italy (the "**IGA**"), which entered into force on 1st July 2014. The IGA ratification law entered into force on 8 July 2015. Under these rules, the Issuer, as a reporting financial institution, will be required to collect and report certain information in repect of its account holders and investors to the Italian tax authorities, which would automatically exchange

such information periodically with the U.S. Internal Revenue Service.

14. U.S. DIVIDEND EQUIVALENT PAYMENTS

U.S. Treasury Regulations under Section 871(m) of the Code imposing a withholding tax on certain "dividend equivalents" under certain "equity linked instruments" exclude from their scope instruments issued before calendar year 2021 that do not have a "delta of one" with respect to underlying securities that could pay U.S.-source dividends for U.S. federal income tax purposes (each an "Underlying Security"). Subject to this pre-2021 exemption, Section 871(m) of the Code will apply to a financial instrument (a "Specified Security") if it meets either (i) a "delta" test, if it is a "simple" contract, or (ii) a "substantial equivalence" test, if it is a "complex" contract. Section 871(m) of the Code provides certain exceptions to this withholding regime, in particular for instruments linked to certain broad-based indices that meet requirements set forth in the applicable Treasury regulations, as well as instruments that track such indices. If the terms of a financial instrument issued before calendar year 2021 (that is exempt from withholding under Section 871(m) of the Code) are "significantly modified" sometime after calendar year 2020 such that the financial instrument is treated as retired and reissued for U.S. federal income tax purposes, it will lose this exemption. Withholding in respect of dividend equivalents will generally be required when cash payments are made on a Specified Security or upon the date of maturity, lapse or other disposition by the non-U.S. holder of the Specified Security. If U.S. Underlying Equities are expected to pay dividends during the term of the Specified Security, withholding generally will still be required even if the Specified Security does not provide for payments explicitly linked to dividends. If the Issuer or any other relevant withholding agent determines that withholding is required, neither the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld.

Section 871(m) of the Code is complex and its application may depend on your particular circumstances, including whether you enter into other transactions with respect to an Underlying Security. You should consult your tax advisor regarding the potential application of Section 871(m) of the Code to the Securities.

15. SWITZERLAND

The following summary is an overview of certain aspects of taxes in Switzerland relating to the taxation of the Securities issued under the Programme and is included herein solely for information purposes. It is not intended to be, nor should it be construed to be, legal or tax advice. This summary is based upon the Swiss tax laws as in effect on the date of this Base Prospectus and is subject to any change in law that may take effect after such date. Because this overview does not address all tax considerations under Swiss law and as the specific tax situation of an investor cannot be considered in this context, prospective investors are recommended to consult their personal tax advisers as to the tax consequences of the purchase, ownership, sale or redemption of and the income derived from the Securities issued under the Programme including, in particular, the effect of tax laws of any other jurisdiction.

The Swiss Federal Tax Administration has issued on 3 October 2017 a Circular Letter No. 15 in relation to bonds and derivative financial instruments as subject of Swiss federal income tax, Swiss direct federal tax, Swiss withholding tax and Swiss stamp duties ("**Circular Letter No. 15**"). The Securities issued under the Programme will be taxed in accordance with this Circular Letter No. 15 and its appendices, as updated from time to time. Depending on the qualification of the relevant Security by the competent Swiss tax authorities the taxation of each Security may be different.

(a) Income Tax

Interest and Dividend Payments or Redemption of Securities

Swiss residents or foreign residents subject to Swiss taxation receiving interest or dividend payments or payments qualifying as interest or dividend for tax purposes, during the investment or at redemption as

accrued interest or dividends, generally must declare these distributions in the financial statement and/or in the personal tax return and owe individual or corporate income tax on the relevant amount.

Securities are held as private assets (Privatvermögen) by investors resident in Switzerland

Swiss resident individuals holding the Securities as part of their private assets may, depending on the qualification of the Securities for tax purposes, be subject to Swiss federal, cantonal and communal income tax on gains realized upon disposal of such Securities.

Based on the present practice of the Swiss Federal Tax Administration, gains realized upon the disposal of such Securities by a Swiss resident investor holding Securities, which do not qualify as notes with predominant one-time interest payment, as part of their private assets will generally (unless such individuals qualify as so-called "professional securities dealers") not be subject to Swiss federal, cantonal and communal income tax. However, any capital losses sustained in relation to private assets are not tax deductible.

Swiss resident individuals holding Securities which qualify as notes with predominant one-time interest payment, as part of their private assets will generally be subject to Swiss federal, cantonal and communal income tax on gains realized upon disposal of such Securities. A value decrease on the Securities realised on the sale or redemption of the Securities may be offset against any gains (including periodic interest payments) realised within the same taxation period from all financial instruments with a predominant one-time interest payment.

Securities are held as business assets (Geschäftsvermögen) by investors resident in Switzerland

Corporate entities and individuals who hold the Securities as part of a trade or business in Switzerland or in the case of residents abroad carried on through a permanent establishment or a fixed place of business in Switzerland, are required to recognise any payments on, and any capital gains or losses realised on the sale or redemption of, such Securities (irrespective of their classification for Swiss tax purposes) in their income statement for the respective tax period and will be taxed on any net taxable earnings for such period. The same taxation treatment also applies for Swiss-resident individuals who, for income tax purposes, are classified as professional securities dealers for reasons of, inter alia, frequent dealing and leveraged investments in securities.

Securities are held by non-Swiss residents

A holder of Securities who is not tax resident in Switzerland and who has not been engaged in a trade or business carried on through a permanent establishment or fixed place of business in Switzerland during the taxation year will not be subject to income tax in Switzerland in respect of such Securities.

(b) Gift, Inheritance and Capital Taxes

The transfer of Securities may be subject to cantonal and/or communal gift, estate or inheritance taxes if the donor is, or the deceased was, resident for tax purposes in a Swiss canton levying such taxes.

Swiss resident holders and foreign resident holders which are holding the Securities as part of a permanent establishment or fixed place of business situated in Switzerland are liable to Swiss wealth/capital taxation on Swiss cantonal and communal level. There is no wealth/capital taxation on Swiss federal level.

(c) Withholding Tax

All payments in respect of the Securities by the non-Swiss issuer are currently not subject to Swiss withholding tax, provided that the Issuer is at all times resident and managed outside Switzerland for Swiss tax purposes.

On 4 November 2015, the Swiss Federal Council announced that it had mandated the Swiss Federal Finance Department to appoint a group of experts to prepare a proposal for a reform of the Swiss federal withholding tax system. The proposal is expected to, among other things, replace the current debtor-based regime applicable to interest payments, as disclosed above, with a paying agent-based regime for Swiss federal withholding tax. Further, on 23 October 2017, the Swiss Federal Economic Affairs and Taxation Committee of the Swiss National Council filed a parliamentary initiative reintroducing the request to replace the current debtor-based regime applicable to interest payments with a paying agent-based system for Swiss federal withholding tax. The initiative requests a paying agent-based system that (i) subjects all interest payments made by paying agents in Switzerland to individuals resident in Switzerland to Swiss federal withholding tax and (ii) provides an exemption from Swiss federal withholding tax for interest payments to all other persons (including Swiss corporations). On 21 August 2018, the Economic Affairs and Taxation Committee of the Swiss Council of States consented to the parliamentary initiative, and, consequential thereto, on 13 November 2018, the Swiss Federal Economic Affairs and Taxation Committee of the Swiss National Council resolved to appoint a sub-commission to prepare a preliminary draft fulfilling the parliamentary initiative. On 26 June 2019 and 27 September 2019, the Swiss Federal Council announced to issue a first public discussion draft for such change from the current debtor-based regime to a paying agent-based system for Swiss federal withholding tax in the course of the first quarter of 2020. Under such a new paying agent-based regime, if enacted, a paying agent in Switzerland may be required to deduct Swiss federal withholding tax on any payments or any securing of payments of interest in respect of the Securities for the benefit of the beneficial owner of the payment unless certain procedures are complied with to establish that the owner of the Securities is not an individual resident in Switzerland.

(d) Stamp Duties

Derivative instruments (like options and futures) do not qualify as taxable securities in the meaning of the Swiss Stamp Duty Act and are therefore not subject to Swiss securities transfer tax. However, if the underlying is physically delivered upon settlement (future) or exercise (option), this transaction is generally subject to securities transfer tax.

The issuance of Securities by a foreign resident issuer is in general not subject to Swiss issuance or securities transfer tax. The sale or transfer of Securities may be subject to Swiss securities transfer tax at the current maximum rate of 0.3 per cent if such sale or transfer is made by or through the intermediary of a Swiss bank or other securities dealer as defined in the Swiss Stamp Duty Act and no exemption applies. The same applies in case of physical delivery of the underlying being a taxable security in the meaning of the Swiss Stamp Duty Act at exercise or redemption.

(e) Automatic Exchange of Information

In 2017, Switzerland introduced the global standard for the automatic exchange of information in tax matters ("AEOI"). To date, 100 countries, including Switzerland, have committed themselves to introducing this global standard. The Swiss Federal Act on the AEOI entered into force on 1 January 2017. The AEOI is being introduced in Switzerland through bilateral agreements or multilateral agreements. Switzerland signed the Multilateral Competent Authority Agreement (the "MCAA") which is based on OECD/Council of Europe administrative assistance convention. Based on this Switzerland has signed declarations on the introduction of the AEOI with various partner states. With the European Union ("EU") Switzerland has signed a bilateral agreement on 27 May 2015 which came into force on 1 January 2017. Based on this, Switzerland and the 27 EU member states shall collect account data from 2017 onward and exchange it from 2018 onward. The OECD's AEOI standard has been included in full in the new agreement. In formal terms, the signed agreement is a protocol of amendment to replace the EU Swiss Savings Agreement that has been in force since 2005, but it includes the existing withholding tax exemption for cross-border payments of dividends, interest and royalties between certain related corporate entities. Such agreement remains applicable to the United Kingdom and Gibraltar during the transition period or until the United Kingdom definitively leaves the EU single market and the customs union. Once the United Kingdom has left the EU single market (probably on

1 January 2021), the AEOI between Switzerland and the United Kingdom (and Gibraltar) should continue based on the MCAA.

On this basis, Switzerland commenced collecting, or will commence collecting data in respect of financial assets, including, as the case may be, Securities, held in, and income derived thereon and credited to, accounts or deposits with a financial institution in Switzerland for the benefit of individuals resident in a EU member state, the United Kingdom (and Gibraltar) or in a treaty state from 2017 or a later date, and began exchanging, or will begin exchanging, the data from 2018 or a later date, in each case depending on the date of effectiveness of the relevant agreement. Prospective purchasers of the Securities should consult their advisors concerning the impact of the AEOI.

IMPORTANT INFORMATION RELATING TO PUBLIC OFFERS OF SECURITIES

Restrictions on Public Offers of Securities in Relevant Member States where there is no exemption from the obligation under the Prospectus Regulation to publish a prospectus.

Certain Tranches of Securities may be offered in circumstances where there is no exemption from the obligation under the Prospectus Regulation to publish a prospectus. Any such offer is referred to as a **Public Offer**. This Base Prospectus has been prepared on a basis that permits Public Offers of Securities. However, any person making or intending to make a Public Offer of Securities in any Member State of the European Economic Area where the Prospectus Regulation is applicable (each, a "**Relevant Member State**") may only do so if this Base Prospectus has been approved by the competent authority in that Relevant Member State (or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State) and published in accordance with the Prospectus Regulation, provided that the Issuer has consented to the use of this Base Prospectus in connection with such offer as provided under "*Consent given in accordance with Article 5(2) of the Prospectus Regulation (Retail Cascades)*" and the conditions attached to that consent are complied with by the person making the Public Offer of such Securities.

Save as provided above, neither the Issuer nor any Manager have authorised, nor do they authorise, the making of any Public Offer of Securities in circumstances in which an obligation arises for the Issuer or any Manager to publish or supplement a prospectus for such offer.

Consent given in accordance with Article 5(2) of the Prospectus Regulation (Retail Cascades)

In the context of any Public Offer of Securities, the Issuer has requested or may request the CSSF to provide a certificate of approval in accordance with Article 25 of the Prospectus Regulation (a "**passport**") in relation to the passporting of the Base Prospectus to the competent authorities of Austria, Croatia, Hungary, Ireland, Republic of Italy, Slovak Republic, Slovenia and Spain (the "**Host Member States**"). Even though the Issuer has elected (or will elect) to passport this Base Prospectus into the Host Member States, it does not mean that it will choose to make any Public Offer in the Host Member States. Investors should refer to the Final Terms for any issue of Securities to see whether the Issuer has elected to make a public offer of Securities in either the Luxembourg or a Host Member State (each a "**Public Offer Jurisdiction**").

The Issuer accepts responsibility in the Public Offer Jurisdictions for which it has given consent referred to herein for the content of this Base Prospectus in relation to any person (an "**Investor**") to whom an offer of any Securities is made by any financial intermediary to whom the Issuer has given its consent to use this Base Prospectus (such financial intermediary, an "**Authorised Offeror**"), where the offer is made during the period for which that consent is given and is in compliance with all other conditions attached to the giving of the consent, all as mentioned in this Base Prospectus. However, the Issuer does not have any responsibility for any of the actions of an Authorised Offeror, including compliance by an Authorised Offeror with applicable conduct of business rules or other local regulatory requirements or other securities law requirements in relation to such offer.

The consent and conditions attached to it are set out under "*Consent*" and "*Common Conditions to Consent*" below.

None of the Issuer or any Manager makes any representation as to the compliance by an Authorised Offeror with any applicable conduct of business rules or other applicable regulatory or Securities law requirements in relation to any Public Offer and none of the Issuer or any Manager has any responsibility or liability for the actions of that Authorised Offeror.
Save as provided below, none of the Issuer and any Manager has authorised the making of any Public Offer by any offeror nor have they consented to the use of this Base Prospectus by any other person in connection with any Public Offer of Securities. Any Public Offer made without the consent of the Issuer is unauthorised and none of the Issuer or any Manager accepts any responsibility or liability for the actions of the persons making any such unauthorised offer. If, in the context of a Public Offer, an Investor is offered Securities by a person which is not an Authorised Offeror, the Investor should check with that person whether anyone is responsible for this Base Prospectus for the purposes of Article 11 of the Prospectus Regulation in the context of the Public

Offer and, if so, who that person is. If the Investor is in any doubt about whether they can rely on this Base Prospectus and/or who is responsible for its contents they should take legal advice.

Consent

The consent referred to relates to Offer Periods occurring within 12 months from the date of approval of this Base Prospectus.

In connection with each Tranche of Securities and subject to the conditions set out below under "*Common Conditions to Consent*":

(1) the Issuer consents to the use of this Base Prospectus (as supplemented as at the relevant time, if applicable) in connection with a Public Offer of such Securities during the relevant Offer Period stated in the applicable Final Terms by the relevant Manager and by:

(a) any financial intermediary specified in the applicable Final Terms; and

(b) any financial intermediary appointed after the date of the applicable Final Terms and whose name is published on the Issuer's website (https://www.intesasanpaolo.com/) and identified as an Authorised Offeror in respect of the relevant Public Offer; and

(2) if (and only if) Part B of the applicable Final Terms specifies that the Issuer consents to the use of the Base Prospectus by all financial intermediaries, the Issuer hereby offers to grant its consent to the use of this Base Prospectus (as supplemented as at the relevant time, if applicable) in connection with a Public Offer of Securities during the relevant Offer Period stated in the applicable Final Terms by any financial intermediary which satisfies the "Specific Conditions to Consent" set out below.

Common Conditions to Consent

The conditions to the Issuer's consent to the use of this Base Prospectus in the context of the relevant Public Offer are (in addition to the conditions described under "*Specific Conditions to Consent*" below if Part B of the applicable Final Terms specifies "General Consent" as "Applicable") that such consent:

(i) is only valid with reference to Public Offers occurring within 12 months from the date of this Base Prospectus;

(ii) only extends to the use of this Base Prospectus to make Public Offers of the relevant Tranche of Securities in one or more of Luxembourg, Austria, Croatia, Ireland, Republic of Italy, Hungary, Slovak Republic, Slovenia and Spain, as specified in the applicable Final Terms; and

(iii) is subject to any other conditions set out in Part B of the applicable Final Terms.

Each Tranche of Securities may only be offered to Investors as part of a Public Offer in the Relevant Member State(s) specified in the applicable Final Terms, or otherwise in circumstances in which no obligation arises for the Issuer or any Manager to publish or supplement a prospectus for such offer.

Specific Conditions to Consent

The conditions to the Issuer's consent are that:

(i) the financial intermediary must be authorised to make such offers under the applicable legislation implementing the MiFID II in the Relevant Member State;

(ii) the financial intermediary accepts the Issuer's offer to grant consent to the use of this Base Prospectus by publishing on its website the following statement (with the information in square brackets completed with the relevant information):

"*We, [insert legal name of financial intermediary], refer to the [insert title of relevant Securities] (the "**Securities**") described in the Final Terms dated [insert date] (the "**Final Terms**") published by Intesa Sanpaolo S.p.A. (the "**Issuer**"). We hereby accept the offer by the Issuer of its consent to our use of the Base Prospectus (as defined in the Final Terms) in connection with the offer of the Securities (the "**Offer**") in accordance with the Authorised Offeror Terms and subject to the conditions to such consent, each as specified in the Base Prospectus, and we are using the Base Prospectus in connection with the Offer accordingly*".

The **Authorised Offeror Terms**, being the terms to which the relevant financial intermediary agrees in connection with using the Base Prospectus, are that the financial intermediary:

(1) will, and it agrees, represents, warrants and undertakes for the benefit of the Issuer and the relevant Manager that it will, at all times in connection with the relevant Public Offer:

(a) act in accordance with, and be solely responsible for complying with, all applicable laws, rules, regulations and guidance of any applicable regulatory bodies (the "**Rules**"), from time to time including, without limitation and in each case, Rules relating to both the appropriateness or suitability of any investment in the Securities by any person and disclosure to any potential Investor, and will immediately inform the Issuer and the relevant Manager if at any time such financial intermediary becomes aware or suspects that it is or may be in violation of any Rules and take all appropriate steps to remedy such violation and comply with such Rules in all respects;

(b) comply with the restrictions set out under "Offering and Sale" in this Base Prospectus which would apply as if it were a Manager;

(c) ensure that any fee (and any other commissions or benefits of any kind) received or paid by that financial intermediary in relation to the offer or sale of the Securities does not violate the Rules and, to the extent required by the Rules, is fully and clearly disclosed to Investors or potential Investors;

(d) hold all licences, consents, approvals and permissions required in connection with solicitation of interest in, or offers or sales of, the Securities under the applicable laws and regulations of the Relevant Member State;

(e) comply with applicable anti-money laundering, anti-bribery, anti-corruption and "know your client" Rules (including, without limitation, taking appropriate steps, in compliance with such Rules, to establish and document the identity of each potential Investor prior to initial investment in any Securities by the Investor), and will not permit any application for Securities in circumstances where the financial intermediary has any suspicions as to the source of the application monies;

(f) retain Investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested, make such records available to the Issuer and the relevant Manager or directly to the appropriate authority with jurisdiction over any Manager in order to enable the Issuer or any Manager to comply with anti-money laundering, anti-bribery, anti-corruption and "know your client" Rules applying to the Issuer or any Manager;

(g) ensure that no holder of Securities or potential Investor in the Securities shall become an indirect or direct client of the Issuer or the relevant Manager for the purposes of any applicable Rules from time to time, and to the extent that any client obligations are created by the relevant financial intermediary under any applicable Rules, then such financial intermediary shall perform any such obligations so arising;

(h) co-operate with the Issuer and the relevant Manager in providing such information (including, without limitation, documents and records maintained pursuant to paragraph (f) above) upon written request from the Issuer or the relevant Manager as is available to such financial intermediary or which is within its power and control from time to time,

together with such further assistance as is reasonably requested by the Issuer or the relevant Manager:

(i) in connection with any request or investigation by any regulator in relation to the Securities, the Issuer or the relevant Manager; and/or

(ii) in connection with any complaints received by the Issuer and/or the relevant Manager relating to the Issuer and/or the relevant Manager or another Authorised Offeror including, without limitation, complaints as defined in rules published by any regulator of competent jurisdiction from time to time; and/or

(iii) which the Issuer or the relevant Manager may reasonably require from time to time in relation to the Securities and/or as to allow the Issuer or the relevant Manager fully to comply within its own legal, tax and regulatory requirements,

in each case, as soon as is reasonably practicable and, in any event, within any time frame set by any such regulator or regulatory process;

(i) during the period of the initial offering of the Securities: (i) not sell the Securities at any price other than the Issue Price or the Premium in case of Warrants, specified in the applicable Final Terms (unless otherwise agreed with the relevant Manager); (ii) not sell the Securities otherwise than for settlement on the Issue Date specified in the relevant Final Terms; (iii) not appoint any sub-distributors (unless otherwise agreed with the relevant Manager); (iv) not pay any fee or remuneration or commissions or benefits to any third parties in relation to the offering or sale of the Securities (unless otherwise agreed with the relevant Manager); and (v) comply with such other rules of conduct as may be reasonably required and specified by the relevant Manager;

(j) either (i) obtain from each potential Investor an executed application for the Securities, or (ii) keep a record of all requests such financial intermediary (x) makes for its discretionary management clients, (y) receives from its advisory clients and (z) receives from its execution-only clients, in each case prior to making any order for the Securities on their behalf, and in each case maintain the same on its files for so long as is required by any applicable Rules;

(k) ensure that it does not, directly or indirectly, cause the Issuer or the relevant Manager to breach any Rule or subject the Issuer or the relevant Manager to any requirement to obtain or make any filing, authorisation or consent in any jurisdiction;

(l) comply with the conditions to the consent referred to under "*Common conditions to consent*" above and any further requirements relevant to the Public Offer as specified in the applicable Final Terms;

(m) make available to each potential Investor in the Securities the Base Prospectus (as supplemented as at the relevant time, if applicable), the applicable Final Terms and any applicable information booklet provided by the Issuer for such purpose and not convey or publish any information that is not contained in or entirely consistent with the Base Prospectus and the applicable Final Terms; and

(n) if it conveys or publishes any communication (other than the Base Prospectus or any other materials provided to such financial intermediary by or on behalf of the Issuer for the purposes of the relevant Public Offer) in connection with the relevant Public Offer, it will ensure that such communication (A) is fair, clear and not misleading and complies with the Rules, (B) states that such financial intermediary has provided such communication independently of the Issuer, that such financial intermediary is solely responsible for such communication and that none of the Issuer and the relevant Manager accept any responsibility for such communication and (C) does not, without the prior written consent of the Issuer or the relevant Manager (as applicable), use the legal or publicity names of the Issuer or the relevant Manager or any other name, brand or logo

registered by an entity within their respective groups or any material over which any such entity retains a proprietary interest, except to describe the Issuer as issuer of the relevant Securities on the basis set out in the Base Prospectus;

(2) agrees and undertakes to indemnify each of the Issuer and the relevant Manager (in each case on behalf of such entity and its respective directors, officers, employees, agents, affiliates and controlling persons) against any losses, liabilities, costs, claims, charges, expenses, actions or demands (including reasonable costs of investigation and any defence raised thereto and counsel's fees and disbursements associated with any such investigation or defence) which any of them may incur or which may be made against any of them arising out of or in relation to, or in connection with, any breach of any of the foregoing agreements, representations, warranties or undertakings by such financial intermediary, including (without limitation) any unauthorised action by such financial intermediary or failure by such financial intermediary to observe any of the above restrictions or requirements or the making by such financial intermediary of any unauthorised representation or the giving or use by it of any information which has not been authorised for such purposes by the Issuer or the relevant Manager; and

(3) agrees and accepts that:

(a) the contract between the Issuer and the financial intermediary formed upon acceptance by the financial intermediary of the Issuer's offer to use the Base Prospectus with its consent in connection with the relevant Public Offer (the "**Authorised Offeror Contract**"), and any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract, shall be governed by, and construed in accordance with, English law;

(b) subject to (d) below, the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Authorised Offeror Contract (including a dispute relating to any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract) (a "**Dispute**") and the Issuer and financial intermediary submit to the exclusive jurisdiction of the English courts;

(c) for the purposes of (b) above and (d) below, the financial intermediary waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum to settle any dispute;

(d) to the extent permitted by law, the Issuer and the Manager may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction; and (ii) concurrent proceedings in any number of jurisdictions; and

(e) each relevant Manager will, pursuant to the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce those provisions of the Authorised Offeror Contract which are, or are expressed to be, for its benefit, including the agreements, representations, warranties, undertakings and indemnity given by the financial intermediary pursuant to the Authorised Offeror Terms.

Any financial intermediary who meets all of the conditions set out in "*Specific Conditions to Consent*" and "*Common Conditions to Consent*" above who wishes to use this Base Prospectus in connection with a Public Offer is required, for the duration of the relevant Offer Period, to publish on its website the statement (duly completed) specified at paragraph (ii) under "*Specific Conditions to Consent*" above.

ARRANGEMENTS BETWEEN INVESTORS AND AUTHORISED OFFERORS

AN INVESTOR INTENDING TO ACQUIRE OR ACQUIRING ANY SECURITIES IN A PUBLIC OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH SECURITIES TO AN INVESTOR BY SUCH AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE OFFER IN PLACE BETWEEN SUCH AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING ARRANGEMENTS IN RELATION TO PRICE, ALLOCATIONS, EXPENSES

AND SETTLEMENT. THE ISSUER WILL NOT BE A PARTY TO ANY SUCH ARRANGEMENTS WITH SUCH INVESTORS IN CONNECTION WITH THE PUBLIC OFFER OR SALE OF THE SECURITIES CONCERNED AND, ACCORDINGLY, THIS BASE PROSPECTUS AND ANY FINAL TERMS WILL NOT CONTAIN SUCH INFORMATION. THE RELEVANT INFORMATION WILL BE PROVIDED BY THE AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER. NONE OF THE ISSUER AND ANY MANAGER (EXCEPT WHERE SUCH MANAGER IS THE RELEVANT AUTHORISED OFFEROR) HAS ANY RESPONSIBILITY OR LIABILITY TO AN INVESTOR IN RESPECT OF THE INFORMATION DESCRIBED ABOVE.

Public Offers: Issue Price and Offer Price

Securities to be offered pursuant to a Public Offer will be issued by the Issuer at the Issue Price specified in the applicable Final Terms. The Issue Price will be determined by the Issuer in consultation with the relevant Manager at the time of the relevant Public Offer and will depend, amongst other things, on the remuneration applicable to the Securities and prevailing market conditions at that time.

The Offer Price of such Securities is the price at which the investor may subscribe the Securities, in case of Public Offer. The Offer Price of the Securities will be the Issue Price, or such other price as may be specified in the applicable Final Terms, or such other price as may be agreed between an Investor and the Authorised Offeror making the offer of the Securities to such Investor. Neither the Issuer or the relevant Manager(s) will be party to arrangements between an Investor and an Authorised Offeror, and the Investor will need to look to the relevant Authorised Offeror to confirm the price at which such Authorised Offeror is offering the Securities to such Investor.

GENERAL INFORMATION

Authorisation

The establishment of the Programme has been duly authorised by a resolution of the Board of Directors of the Issuer dated 5 May 2020. For the issue of any Series of Securities under the Programme no separate resolution of the Board of Directors of the Issuer is necessary.

Listing, Approval and Admission to Trading

Application has been made to the CSSF, in its capacity as competent authority under the Prospectus Law 2019, which implements the Prospectus Regulation, to approve this document as a base prospectus. The CSSF assumes no responsibility for the economic and financial opportuneness of the transactions set out under this Programme or the quality or solvency of the Issuer in compliance with the provisions of article 6(4) of the Prospectus Law 2019. Application has also been made to the Luxemburg Stock Exchange for Securities issued under the Programme (i) to be listed on the Official List of the Luxembourg Stock Exchange; and (ii) to be admitted to trading on the Luxembourg Stock Exchange Regulated Market and the EuroMTF. The Luxembourg Stock Exchange Regulated Market is a regulated market for the purposes of MiFID II. The EuroMTF is not a regulated market for the purposes of MiFID II, but it is subject to the supervision of the CSSF.

Securities may be issued under the Programme which are not listed or admitted to trading, as the case may be, on the Luxembourg Stock Exchange or any other stock exchange or market or trading venue, or Securities may be issued which are listed or admitted to trading, as the case may be, on such other stock exchange or markets or trading venues as the Issuer may specify in the applicable Final Terms. After the Issue Date, application may be made to list the Securities on other stock exchanges or regulated markets or to admit to trading on other trading venues as the Issuer may decide.

Documents Available

For so long as the Programme remains valid with the Luxembourg Stock Exchange or any Securities shall be outstanding, copies and, where appropriate, the following documents (translated into English, where applicable) may be obtained by the public during normal business hours at the specified office of the Luxembourg Listing Agent and at the registered offices of the Issuer, namely:

(a) this Base Prospectus and any supplements to this Base Prospectus (together with any prospectuses published in connection with any future updates in respect of the Base Prospectus) and any other information incorporated herein or therein by reference;
(b) a certified copy of the constitutive documents of Intesa Sanpaolo;
(c) the Agency Agreement;
(d) the Operating and Procedures Memorandum;
(e) any Final Terms (save that Final Terms relating to Securities which are neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Regulation will only be available for inspection by the relevant Securityholders and such holder must produce evidence satisfactory to the Issuer and the Listing Agent as to its holding of Securities and identity); and
(f) any supplemental agreement prepared and published in connection with the Programme.

In addition, copies of this Base Prospectus, any supplements to this Base Prospectus, each Final Terms relating to the Securities which are admitted to trading on the Luxembourg Stock Exchange's regulated market and each document incorporated by reference are available on the Luxembourg Stock Exchange's website (https://www.bourse.lu), and at the following website: www.intesasanpaolo.prodottiequotazioni.com

Copy of the constitutive documents of Intesa Sanpaolo are available on the following website: https://group.intesasanpaolo.com/en/governance/company-documents

Financial statements available

For so long as the Programme remains in effect or any Securities shall be outstanding, copies and, where appropriate, English translations of the following documents may be obtained during normal business hours at the specified office of the Luxembourg Listing Agent and at the registered offices of the Issuer:

(a) the audited consolidated annual financial statements of Intesa Sanpaolo as at and for the years ended 31 December, 2017 and 2018;
(b) the most recent annual or unaudited interim consolidated financial information of Intesa Sanpaolo published from time to time (whether audited or unaudited), commencing with its unaudited consolidated financial statements as at and for the three months ended 31 March 2020;

in each case, together with the accompanying notes and any auditors' report.

Clearing Systems

Securities to be represented by a Global Security have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The common code or any other security identification code, and ISIN for each issue of Securities allocated by Euroclear and Clearstream, Luxembourg, as applicable, will be specified in the applicable Final Terms. The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg.

Italian Dematerialised Securities will be accepted for clearance in Monte Titoli. Italian Dematerialised Securities will be in bearer form (*al portatore*) and held in dematerialised form on behalf of the beneficial owners, until redemption or cancellation thereof, by Monte Titoli (with registered office and principal place of business at Piazza degli Affari 6, 20123 Milan, Italy).

If the Securities of any series are to clear through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

Conditions for determining price

The price and amounts of Securities to be issued under the Programme will be determined by the Issuer and any Manager(s) at the time of issue in accordance with prevailing market conditions.

Trend information

Since 31 December 2019 there has been no material adverse change in the prospects of the Issuer and since 31 March 2020, there has been no significant change in the financial performance of the Intesa Sanpaolo Group other than as disclosed within the 5 May 2020 Press Release.

No significant change

Since 31 March 2020, there has been no significant change in the financial position of the Intesa Sanpaolo Group. Since 31 March 2020 there has been no significant change in the financial position of the Issuer other than as disclosed within the 5 May 2020 Press Release.

Material contracts

None of Intesa Sanpaolo S.p.A. and Intesa Sanpaolo's other subsidiaries has entered into any contracts in the last two years outside the ordinary course of business that have been or may reasonably be expected to be material to the Issuer' ability to meet its obligations to Securityholders.

Post-issuance information

The Issuer does not intend to provide any post-issuance information except to the extent required by any applicable laws and regulations.

Litigation

Save as disclosed in this Base Prospectus under "Description of the Issuer – Legal Proceedings", none of the Issuer or any member of the Intesa Sanpaolo Group is or has not been involved in any governmental, legal or arbitration or administrative proceedings in the 12 months preceding the date of this document relating to claims or amounts which may have, or have had in the recent past, a significant effect on the Intesa Sanpaolo Group's financial position or profitability and, so far as the Issuer is aware, no such litigation, arbitration or administrative proceedings are pending or threatened.

External Auditors

From the year ended 2012 the auditors of the Issuer are KPMG S.p.A. for the period 2012-2020. KPMG S.p.A., with registered office at Via Vittor Pisani 25, 20124 Milan, Italy, is a member of Assirevi-Associazione Nazionale Revisori Contabili, the Italian association of auditing firms. KPMG S.p.A. have audited Intesa Sanpaolo's consolidated annual financial statements, in accordance with International Standards on Auditing (ISA Italia) promulgated pursuant to article 11.3 of Legislative decree no. 39/10, as at and for the years ended 31 December, 2018 and 2019.

LEI Code

The Legal Entity Identifier ("**LEI**") Code of Intesa Sanpaolo is **2W8N8UU78PMDQKZENC08**.

Declaration of the officer responsible for preparing Intesa Sanpaolo's financial reports

The officer responsible for preparing the company's financial reports, Fabrizio Dabbene, declares, pursuant to paragraph 2 of Article 154-*bis* of the Consolidated Law on Finance (Legislative Decree No. 58 of 24 February 1998, as amended and supplemented from time to time) that the accounting information contained in this Base Prospectus corresponds to Intesa Sanpaolo's documentary results, books and accounting records.

THE ISSUER

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Piazza San Carlo, 156
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L-2085 Luxembourg

CALCULATION AGENT

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LEGAL ADVISERS TO THE ISSUER

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