



INTESA SANPAOLO S.p.A.

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

acting through its Turin head office as Issuer

€6,000,000,000

Euro Medium Term Note Programme

Under the €6,000,000,000 Euro Medium Term Note Programme (the "**Programme**") described in this base prospectus (the "**Base Prospectus**"), Intesa Sanpaolo S.p.A. acting through its Turin head office ("**Intesa Sanpaolo**", the "**Bank**", the "**Parent Company**" or the "**Issuer**") may issue notes ("**Notes**") on a continuing basis. The Notes shall be in dematerialised form governed by Italian law.

Pursuant to the Programme, the Issuer may issue Notes denominated in Euro or in United States dollar. The minimum denomination of all Notes issued under the Programme shall be €100,000 and integral multiples of €1,000 in excess thereof (or its equivalent in United States dollars as at the date of issue of the Notes). The aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed €6,000,000,000 (or its equivalent in United States dollars calculated as described herein).

Each Tranche (as defined herein) of Notes will be issued on the terms set out herein under Terms and Conditions of the Notes (the "**Terms and Conditions**", or the "**Conditions**"), as completed by a document specific to such Tranche called final terms (the "**Final Terms**") or in a separate prospectus specific to such Tranche (a "**Drawdown Prospectus**") as described under "*Final Terms or Drawdown Prospectus*" below.

The Issuer may act as Paying Agent and Calculation Agent for the Notes and therefore as of the date of this Base Prospectus no agency agreement in relation to the terms and conditions of the Notes is envisaged. The Issuer is entitled to appoint a different Paying Agent for the Notes in accordance with Condition 14 (*Paying Agents*) of the Terms and Conditions of the Notes.

An investment in Notes issued under the Programme involves certain risks. For a discussion of these risks, see "*Risk Factors*" below.

Intesa Sanpaolo may offer and sell the Notes to or through one or more underwriters, distributors and agents, including Intesa Sanpaolo, or directly to purchasers. This Base Prospectus is a voluntary prospectus pursuant to Article 4 of Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") and it has been approved by the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") as competent authority under the Prospectus Regulation. This Base Prospectus was published on 5 December 2025, following CONSOB approval by decision n. 0116045/25 dated 5 December 2025. CONSOB 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, or an undertaking on, the quality and solvency of the Issuer or the quality of the Notes or the economic or financial soundness of the transactions that are the subject of this Base Prospectus.

Application may be also made for the Notes issued under the Programme during the period of 12 months from the date of this Base Prospectus to be admitted to trading on the multilateral trading facilities of Euronext Access Milan and/or EuroTLX, organised and managed by Borsa Italiana S.p.A. ("**Euronext Access Milan**" and "**EuroTLX**"). Euronext Access Milan and EuroTLX are not regulated markets for the purposes of the MIFID II. Potential investors should make their own assessment as to the suitability of investing in any Notes. This Base Prospectus is valid for a period of 12 months from the date of approval, and its expiry date is 5 December 2026. 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 after the end of its 12-month validity period.

The Programme also allows for Notes to be admitted to trading and/or quotation by such other or further stock exchanges and/or quotation systems as may be agreed with the Issuer. Notes issued pursuant to the Programme are not expected to be rated.

Interest amounts payable under the Notes may be calculated by reference, *inter alia*, to EURIBOR, SOFR, €STR, or such other reference rate as specified in the relevant Final Terms. As at the date of this Base Prospectus, the European Money Markets Institute ("**EMMI**", as administrator of EURIBOR) is included in ESMA's register of administrators under Article 36 of Regulation (EU) No. 2016/1011 (the "**EU Benchmarks Regulation**"). As at the date of this Base Prospectus, none of the Federal Reserve Bank of New York (as administrator of SOFR), or the European Central Bank (as administrator of €STR) appear on the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the EU Benchmarks Regulation. As far as the Issuer is aware, the European Central

Bank and the Federal Reserve of New York do not fall within the scope of the EU Benchmarks Regulation by virtue of Article 2 of that Regulation.

The date of this Base Prospectus is 5 December 2025

IMPORTANT INFORMATION

This Base Prospectus comprises a voluntary base prospectus for the Issuer pursuant to Article 4 of the Prospectus Regulation.

Any person (an "**Investor**") intending to acquire or acquiring any securities from any person (an "**Offeror**") should be aware that, in the context of an offer to the public as defined in the Prospectus Regulation, the Issuer may be responsible to the Investor for the Base Prospectus only if the Issuer is acting in association with that Offeror to make the offer to the Investor. Each Investor should therefore verify with the Offeror whether or not the Offeror is acting in association with the Issuer. If the Offeror is not acting in association with the Issuer, the Investor should check with the Offeror whether anyone is responsible for the Base Prospectus for the purposes of Article 11 of the Prospectus Regulation in the context of the offer to the public, and, if so, who that person is. If the Investor is in any doubt about whether it can rely on the Base Prospectus and/or who is responsible for its contents it should seek legal advice.

Intesa Sanpaolo accepts responsibility for the information contained in this Base Prospectus and any Final Terms. To the best of the knowledge of Intesa Sanpaolo, having taken all reasonable care to ensure that such is the case, the information contained in this document is in accordance with the facts and this document does not omit anything likely to affect the importance of such information.

The previous paragraph should be read in conjunction with paragraph two above. Subject to the provision of each applicable Final Terms, the only persons authorised to use this Base Prospectus in connection with the issue of any Tranche of Notes are the persons named in the applicable Final Terms as the relevant Distributor(s).

AN INVESTOR INTENDING TO ACQUIRE OR ACQUIRING ANY NOTES FROM AN OFFEROR WILL DO SO, AND OFFERS AND SALES OF THE NOTES TO AN INVESTOR BY AN OFFEROR WILL BE MADE, IN ACCORDANCE WITH ANY TERMS AND OTHER ARRANGEMENTS IN PLACE BETWEEN SUCH OFFEROR AND SUCH INVESTOR INCLUDING AS TO PRICE, ALLOCATIONS AND SETTLEMENT ARRANGEMENTS. THE ISSUER WILL NOT BE A PARTY TO ANY SUCH ARRANGEMENTS WITH INVESTORS (OTHER THAN THE DISTRIBUTORS) IN CONNECTION WITH THE OFFER OR SALE OF THE NOTES AND, ACCORDINGLY, THIS BASE PROSPECTUS AND ANY FINAL TERMS WILL NOT CONTAIN SUCH INFORMATION. THE INVESTOR MUST LOOK TO THE OFFEROR AT THE TIME OF SUCH OFFER FOR THE PROVISION OF SUCH INFORMATION. THE ISSUER HAS NO RESPONSIBILITY TO AN INVESTOR IN RESPECT OF SUCH INFORMATION.

This Base Prospectus should be read and construed together with any supplements hereto along with any other information incorporated by reference herein and, in relation to any Tranche (as defined herein) of Notes, should be read and construed together with the relevant Final Terms (as defined herein).

Other than in relation to the documents which are deemed to be incorporated by reference (*see Information Incorporated by Reference*), the information on the websites to which this Base Prospectus refers does not form part of this Base Prospectus and has not been scrutinised or approved by CONSOB.

No person has been authorised to disclose any information or to make any representation not contained in or not consistent with this Base Prospectus or any other document entered into in relation to the Programme or any information supplied by Intesa Sanpaolo or such other information as is in the public domain and, if given or made, such information or representation should not be relied upon as having been authorised by Intesa Sanpaolo.

Neither the delivery of this Base Prospectus nor any Final Terms, nor the offering, sale or delivery of any Note shall, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change, or any event reasonably likely to involve any adverse change, in the condition (financial or otherwise) of Intesa Sanpaolo and Intesa Sanpaolo's consolidated subsidiaries (the "**Intesa Sanpaolo Group**" or the "**Group**") since the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same.

The Green, Social and Sustainability Bond Framework, the Second Party Opinion and any other such opinion, or certification does not form part of, nor is incorporated by reference in this Base Prospectus.

The Second Party Opinion provides an opinion on certain environmental and related considerations and is not intended to address any credit, market or other aspects of an investment in any Notes, including without limitation market price, marketability, investor preference or suitability of any security. The Second Party Opinion is a statement of opinion, not a statement of fact. No representation or assurance is given by the Issuer as to the suitability or reliability of the Second Party Opinion or any opinion, or certification of any third party (whether or not solicited by the Issuer) made available in connection with an issue of Notes issued as Green Bonds, Social Bonds or Sustainability Bonds. As at the date of this Base Prospectus, the providers of such opinions, and certifications are not subject to any specific regulatory or other regime or oversight.

Any Second Party Opinion and any other such opinion, or certification is not, nor should be deemed to be, a recommendation by the Issuer, or any other person to buy, sell or hold any Notes and is current only as of the date it is issued. The criteria and/or considerations that formed the basis of the Second Party Opinion or any such other opinion or certification may change at any time and the Second Party Opinion may be amended, updated, supplemented, replaced and/or withdrawn. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein. The Green, Social and Sustainability Bond Framework may also be subject to review and change and may be amended, updated, supplemented, replaced and/or withdrawn from time to time and any subsequent version(s) may differ from any description given in this Base Prospectus.

The distribution of this Base Prospectus and any Final Terms and the offering, sale and delivery of the Notes in certain jurisdictions may be restricted by law. Any persons into whose possession of this Base Prospectus or any Final Terms comes are required by Intesa Sanpaolo to inform themselves about and to observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Base Prospectus or any Final Terms and other offering material relating to the Notes, see "*Subscription and Sale*".

In particular, the Notes have been not or will not be registered under the United States Securities Act of 1933 (as amended) (the "**Securities Act**") nor under the corresponding regulations in force in Canada, Japan, Australia or in any other country in which such acts are not permitted in the absence of specific exemptions or authorizations by the competent authorities (the "**Other Countries**"). Consequently, the Notes may not be offered, sold or delivered, directly or indirectly, within the United States, Japan, Australia and the Other Countries or to persons who are or act on behalf or for the benefit of or to U.S. persons as defined in the Regulation S under the Securities Act ("**Regulation S**").

Neither this Base Prospectus nor any Final Terms constitutes an offer or an invitation to subscribe for or purchase any Notes and neither should they be considered as a recommendation by Intesa Sanpaolo that any recipient of this Base Prospectus or any Final Terms should subscribe for or purchase any Notes. Each recipient of this Base Prospectus or any Final Terms shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of Intesa Sanpaolo and the Intesa Sanpaolo Group.

The maximum aggregate principal amount of Notes outstanding at any one time under the Programme will not exceed €6,000,000,000 (and for this purpose, any Notes denominated in United States dollar currency shall be translated into Euro at the date of the agreement to issue such Notes (calculated in accordance with the provisions as defined under "*Subscription and Sale*"). The maximum aggregate principal amount of Notes which may be outstanding at any one time under the Programme may be increased from time to time.

This Base Prospectus has been prepared on the basis that, except to the extent that limb (ii) below may apply, any offer of Notes in any Member State of the European Economic Area ("**EEA**") will be made pursuant to an exemption under the Prospectus Regulation from the requirement to publish a prospectus for offers of Notes. Accordingly any person making or intending to make an offer in that Relevant Member State of Notes which are the subject of an offering contemplated in this Base Prospectus as completed by Final Terms in relation to the offer of those Notes may only do so (i) in circumstances in which no obligation arises for the Issuer to publish a prospectus pursuant to Article 3(1) of the Prospectus Regulation or supplement 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, if applicable, 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 and 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 limb (ii) above may apply, neither the Issuer nor any Distributor have authorised, nor do they authorise, the making of any offer of Notes in circumstances in which an obligation arises for the Issuer or any Distributor to publish or supplement a prospectus for such offer.

In this Base Prospectus, references to "U.S.\$" or "USD" are to United States dollars, references to "EUR", "euro", "euros" or "€" are to the currency introduced at the start of the third stage of European Economic and Monetary Union and as defined in Article 2 of Council Regulation (EC) No. 974/98 of 3 May 1998 on the introduction of the euro, as amended. References to a "regulated market" have the meaning given to that expression by Article 14 of MiFID II.

Certain figures included in this Base Prospectus have been subject to rounding adjustments; accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

IMPORTANT – EEA RETAIL INVESTORS – If the Final Terms (or the Drawdown Prospectus, as the case may be) in respect of any Notes include a legend entitled "Prohibition of Sales to EEA Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation. If the Final Terms (or the Drawdown Prospectus, as the case may be) in respect of any Notes do not include a legend entitled "Prohibition of Sales to EEA Retail Investors", the Notes may be offered, sold or otherwise made available to any retail investor in the EEA provided that, where a key information document is required pursuant to the PRIIPs Regulation the Notes may only be offered, sold or otherwise made available to retail investors in the EEA in the jurisdiction(s) for which a key information document will be made available.

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

The Notes of each Tranche shall be held in dematerialised form on behalf of the beneficial owners, until redemption or cancellation thereof, by Euronext Securities Milan (formerly Monte Titoli S.p.A.) with registered office and principal place of business at Piazza degli Affari 6, 20123 Milan, Italy ("**Monte Titoli**"), for the account of the relevant Monte Titoli Account Holders. The expression "**Monte Titoli Account Holders**" means any authorised financial intermediary institution entitled to hold accounts on behalf of their customers with Monte Titoli. The Notes have been accepted for clearance by Monte Titoli. The Notes will at all times be held in book entry form and title to the Notes will be evidenced by book entries pursuant to the relevant provisions of Italian Legislative Decree dated 24 February 1998, No. 58, as subsequently amended and supplemented (the "**Financial Services Act**") and in accordance with the Commissione Nazionale per le società e la Borsa ("**CONSOB**") and Bank of Italy Joint Regulation dated 13 August 2018, as subsequently amended and supplemented ("**CONSOB and Bank of Italy Joint Regulation**"). No physical document of title will be issued in respect of the Notes. However, the Noteholders may ask the relevant intermediaries for certification pursuant to Article 83-*quinquies* and 83-*sexies* of the Financial Services Act.

The information set out in the sections of this Base Prospectus describing clearing arrangements is subject to any change or reinterpretation of the rules, regulations and procedures of Monte Titoli, in each case as currently in effect. If prospective investors wish to use the facilities of Monte Titoli, they should confirm the continued applicability of the rules, regulations and procedures of Monte Titoli.

The Issuer will not be responsible or liable for any aspect of the records relating to, or payments made on account of, book-entry interests held through the facilities of Monte Titoli or for maintaining, supervising or reviewing any records relating to such book-entry interests.

Third Party Information – Certain information and statistics presented in this Base Prospectus regarding markets and market share of the Issuer or the Group are either derived from, or are based on, internal data or publicly available data from external sources. In respect of information in this Base Prospectus that has been extracted from a third party, the Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading. Although the Issuer believes that the external sources used are reliable, the Issuer has not independently verified the information provided by such sources.

CERTAIN DEFINITIONS

Intesa Sanpaolo is the surviving entity from the merger between Banca Intesa S.p.A. and Sanpaolo IMI S.p.A., which was completed with effect from 1 January 2007. Pursuant to the merger, Sanpaolo IMI S.p.A. merged by incorporation into Banca Intesa S.p.A. which, upon completion of the merger, changed its name to Intesa Sanpaolo S.p.A. Accordingly, in this Base Prospectus:

- references to "**Intesa Sanpaolo**" are to Intesa Sanpaolo S.p.A. in respect of the period since 1 January 2007 and references to the "**Intesa Sanpaolo Group**" are to Intesa Sanpaolo and its subsidiaries in respect of the same period;
- references to "**Banca Intesa**" or "**Intesa**" are to Banca Intesa S.p.A. in respect of the period prior to 1 January 2007 and references to the "**Banca Intesa Group**" are to Banca Intesa and its subsidiaries in respect of the same period; and
- references to "**Sanpaolo IMI**" are to Sanpaolo IMI S.p.A. in respect of the period prior to 1 January 2007 and references to "**Sanpaolo IMI Group**" are to Sanpaolo IMI and its subsidiaries in respect of the same period.

In this Base Prospectus, unless the contrary intention appears, a reference to a law or a provision of a law is a reference to that law or provision as extended, amended or re-enacted.

SUITABILITY OF INVESTMENT

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in the light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

- has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;
- has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes where the currency for principal or interest payments is different from the potential investor's currency;
- understands thoroughly the terms of the Notes and is familiar with the behaviour of any relevant indices and financial markets; and

- is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

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

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GENERAL DESCRIPTION OF THE PROGRAMME

This section is a general description of the Programme for the purposes of Article 25.1(b) of Commission Delegated Regulation (EU) 2019/980 (as amended) and must be read as an introduction to this Base Prospectus. Any decision to invest in the Notes should be based on a consideration of the Base Prospectus as a whole, including any information incorporated by reference.

Words and expressions defined in "Terms and Conditions of the Notes" or elsewhere in this Base Prospectus have the same meaning in this section. Prospective investors should read the whole of this Base Prospectus, including the information incorporated by reference. Unless otherwise specified, the term "Terms and Conditions" or "Conditions" shall refer to the Terms and Conditions of the Notes and any reference to a "Condition" shall be to a Condition under the Terms and Conditions of the Notes.

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| Issuer: | Intesa Sanpaolo S.p.A., a company limited by shares (<i>società per azioni</i>), incorporated under the laws of the Republic of Italy, acting through its registered office at Piazza San Carlo 156, 10121 Turin, Italy and registered with the Companies' Registry of Turin under registration number 00799960158. |
| Issuer' Legal Entity Identifier (LEI) | 2W8N8UU78PMDQKZENC08 |
| Paying Agent for the Notes: | Intesa Sanpaolo S.p.A. The Issuer is entitled to appoint a different Paying Agent for the Notes in accordance with Condition 12 (<i>Paying Agents</i>) of the Terms and Conditions. |
| Approval and admission to trading: | This document has been approved by CONSOB as a voluntary base prospectus pursuant to Article 4 of the Prospectus Regulation. Application may be made for the Notes issued under the Programme during the period of 12 months from the date of this Base Prospectus to be admitted to trading on the multilateral trading facilities of Euronext Access Milan and/or EuroTLX, organised and managed by Borsa Italiana S.p.A. (" Euronext Access Milan " and " EuroTLX "). Euronext Access Milan and EuroTLX are not regulated markets for the purposes of the MIFID II. The applicable Final Terms will state whether or not the relevant Notes are to be admitted to trading and, if so, on which stock exchanges and/or markets. |
| Clearing Systems: | Monte Titoli S.p.A. (" Monte Titoli ") and/or any other clearing system as may be specified in the relevant Final Terms. |
| Programme Amount: | Up to €6,000,000,000 (or its equivalent in United States dollars) aggregate principal amount of Notes outstanding at any one time. The Issuer may increase the amount of the Programme. |
| Issuance in Series: | Notes will be issued in Series. Each Series may comprise one or more Tranches issued on different issue dates. The Notes of each Series will all be subject to identical terms, except that the issue date, the issue price and the amount of the first payment of interest may be different in respect of different Tranches. The Notes of each Tranche will all be subject to identical terms in all respects save that a Tranche may comprise Notes of different denominations. See also " <i>Taxation–Italian Taxation–Fungible issues</i> ". |
| Final Terms or Drawdown Prospectus: | Notes issued under the Programme may be issued either (i) pursuant to this Base Prospectus and associated Final Terms or (ii) pursuant to a Drawdown Prospectus. The terms and conditions applicable to any particular Tranche |

of Notes are the Terms and Conditions of the Notes as completed by the relevant Final Terms or, as the case may be, the relevant Drawdown Prospectus.

Form of the Notes: The Notes will be issued in bearer form in the Specified Denomination(s) and will be held in dematerialised form on behalf of the Noteholders thereof, from their date of issue until their redemption or cancellation, by Monte Titoli for the account of the relevant Monte Titoli Account Holders as of their respective date of issue.

The expression "**Monte Titoli Account Holder**" means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Monte Titoli.

The Notes have been accepted for clearance by Monte Titoli. The Notes will at all times be held in book entry form and title to the Notes will be evidenced by book entries pursuant to the relevant provisions of the Financial Services Act and in accordance with the CONSOB and Bank of Italy Joint Regulation. No physical document of title will be issued in respect of the Notes. However, the Noteholders may ask the relevant intermediaries for certification of their holding pursuant to Article 83-quinquies and 83-sexies of the Financial Services Act.

Payment of principal and interest in respect of the Notes will be credited, according to the instructions of Monte Titoli, by the Paying Agent for the Notes to the accounts of the Monte Titoli Account Holders whose accounts with Monte Titoli are credited with those Notes and thereafter credited by such Monte Titoli Account Holders to the accounts of the beneficial owners of those Notes in accordance with the rules and procedures of Monte Titoli.

Currencies: Notes may be denominated in Euro or US dollars, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements. Payments in respect of Notes may, subject to such compliance, be made in and/or linked to, any currency or currencies other than the currency in which such Notes are denominated.

Status of Notes: Notes may be issued either on a senior basis ("**Senior Preferred Notes**") or, in the case of Intesa Sanpaolo only, on a senior non-preferred basis ("**Senior Non-Preferred Notes**") or on a subordinated basis ("**Subordinated Notes**") as described herein.

Senior Preferred Notes: The status of the Senior Preferred Notes is described in Condition 4(a) (*Status – Senior Preferred Notes*) of the Terms and Conditions of the Notes.

Senior Non-Preferred Notes: Notes may be issued as Senior Non-Preferred Notes as described in Condition 4(b) (*Status – Senior Non-Preferred Notes*) of the Terms and Conditions of the Notes.

Subordinated Notes: Notes may be issued as Subordinated Notes as described in Condition 4(c) (*Status – Subordinated Notes*) of the Terms and Conditions of the Notes.

Issue Price: Notes may be issued at any price, as specified in the relevant Final Terms.

Maturities: Any maturity, subject, in relation to specific currencies, to compliance with all applicable legal and/or regulatory and/or central bank requirements.

In the case of Subordinated Notes, unless otherwise permitted by current laws, regulations, directives and/or the Circular No. 285 applicable to the issue of Subordinated Notes, Subordinated Notes must have a minimum

maturity of five years (or, if issued for an indefinite duration, redemption of such Notes may only occur five years after their date of issue).

Redemption:

Subject to any purchase and cancellation, early redemption or repayment (where, as applicable, the Notes will be redeemed at their Redemption Amount (as defined in the Conditions), Notes will be redeemed at par.

Notes may also be redeemable in two or more instalments on such dates and in such manner as may be specified in the relevant Final Terms.

The redemption of Senior Preferred Notes and Senior Non-Preferred Notes shall be subject, to the extent such Senior Preferred Notes or Senior Non-Preferred Notes qualify at such time as liabilities that are eligible to meet the MREL Requirements or, in case of a redemption pursuant to Condition 7(g) (*Redemption at the option of the Issuer of Senior Preferred Notes and Senior Non-Preferred Notes due to an MREL Disqualification Event*) of the Terms and Conditions of the Notes qualified as liabilities that are eligible to meet the MREL Requirements before the occurrence of the MREL Disqualification Event, to the condition that the Issuer has obtained the prior permission of the Relevant Authority in accordance with Article 78a of the CRR.

Under CRR, the early redemption of the Subordinated Notes is subject to the following conditions: (i) the Issuer has obtained the prior permission of the Relevant Authority in accordance with Article 78 of the CRR; (ii) in respect of a call, redemption repayment or repurchase prior to the fifth anniversary of the Issue Date of the relevant Subordinated Notes, compliance with the conditions set out Article 78(4) of the CRR or the Capital Instruments Regulation.

Optional Redemption:

Notes may be redeemed before their stated maturity at the option of the Noteholders or, as the case may be, the Issuer (either in whole or in part) to the extent (if at all) specified in the relevant Final Terms. Any such redemption shall be subject to the prior consent of the Relevant Authority and, in the case of any Notes, to the circumstances described in "*Redemption*" above.

Regulatory Call:

If specified as applicable in the relevant Final Terms, Subordinated Notes may be redeemed before their stated maturity at the option of Intesa Sanpaolo if any change in Italian Law or Applicable Banking Regulations or any change in the official application or interpretation thereof, such Subordinated Notes are excluded in whole or, to the extent permitted by the Applicable Banking Regulations, in part from regulatory treatment as Tier 2 Capital. Such optional redemption may only be at the option of Intesa Sanpaolo and is subject to any necessary prior consent thereto having been obtained from the Relevant Authority.

MREL Disqualification Event:

If the applicable Final Terms specify that the Issuer Call due to an MREL Disqualification Event applies, Senior Preferred Notes or the Senior Non-Preferred Notes may be redeemed before their stated maturity at the option of Intesa Sanpaolo if the Issuer determines that an MREL Disqualification Event has occurred and is continuing. Any such redemption shall be subject to the circumstances described in "*Redemption*" above.

Tax Redemption:

Except as described in "*Optional Redemption*" and "*Regulatory Call*" above, early redemption will only be permitted for tax reasons as described in Condition 7(b) (*Redemption for tax reasons*) of the Terms and Conditions of the Notes. Any such redemption shall be subject to the prior consent of

the Relevant Authority and, in the case of any Notes, to the circumstances described in "*Redemption*" above.

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| Clean-up Redemption Option: | Notes may be redeemed, in whole but not in part and to the extent (if at all) specified in the relevant Final Terms, if 75 per cent. or any higher percentage specified in the relevant Final Terms of the initial aggregate principal amount of the Notes of the same Series (which for the avoidance of doubt includes, any additional Notes issued subsequently and forming a single series with the first Tranche of a particular Series of Notes) have been redeemed or purchased by, or on behalf of, the Issuer and cancelled. Any such redemption shall be subject to the prior consent of the Relevant Authority. |
| Interest: | Interest may accrue at a fixed rate or a floating rate. |
| Benchmark Replacement: | If the Issuer determines that a Benchmark Event (as defined in the Conditions) has occurred (including, but not limited to, a Reference Rate (as defined in the Conditions) ceasing to be provided or upon a material change of a Reference Rate if applicable), the Issuer shall notify the Paying Agent, Calculation Agent and the Noteholders of the occurrence of such Benchmark Event and shall use reasonable endeavours to appoint an Independent Adviser for the purposes of determining a Successor Rate or an Alternative Benchmark Rate (as further described in Condition 6(f) (<i>Benchmark Replacement</i>) of the Terms and Conditions of the Notes and, if applicable, an Adjustment Spread. |
| Denominations: | <p>Notes will be issued in such denominations as may be specified in the relevant Final Terms, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements and/or the regulations of the applicable clearing system in which the Notes are issued, (see "<i>Maturities</i>" above) and save that the minimum denomination of each Note will be €100,000 and, in the case of Senior Non-Preferred Notes, €150,000 (or, where the Senior Non-Preferred Notes are denominated in a currency other than euro, the equivalent amount in such other currency) or such other minimum denomination provided by applicable law from time to time and in the case of Subordinated Notes €200,000 (or, where the Subordinated Notes are denominated in a currency other than euro, the equivalent amount in such other currency) or such other minimum denomination provided by applicable law from time to time.</p> <p>So long as the clearing systems so permit, Notes may in certain circumstances be issued in denominations representing the aggregate of (i) a minimum denomination of €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency) plus (ii) integral multiples of another smaller amount, and such Notes may be traded in amounts which, although greater than €100,000 (or its equivalent in United States dollars), are not integral multiples of €100,000 (or its equivalent). In such a case, a Noteholder who, as a result of trading such amounts, holds a principal amount of less than €100,000 would need to purchase a principal amount of Notes such that it holds an amount equal to one or more Specified Denominations.</p> |
| Negative Pledge: | None. |
| Taxation: | All payments of principal and interest in respect of Notes by the Issuer will be made free and clear of withholding taxes in the jurisdiction of incorporation of the Issuer unless the withholding is required by law. In that event, the Issuer will (subject as provided in Condition 9 (<i>Taxation</i>) of the Terms and Conditions of the Notes) pay such additional amounts as will |

result in the Noteholders receiving such amounts as they would have received in respect of such Notes had no such withholding been required.

However, as more fully set out in Condition 9 (*Taxation*) of the Terms and Conditions of the Notes the Issuer shall not be liable in certain circumstances to pay any additional amounts to holders of the Notes with respect to any payment, withholding or deduction pursuant to, *inter alia*, Italian Legislative Decree No. 239 of 1 April 1996 on account of substitute tax (*imposta sostitutiva*, as defined therein) in relation to interest payable in respect of any Notes.

In addition, Notes are subject to a withholding tax at the rate of 26 per cent. per annum in respect of interest and premium (if any) on Notes that qualify as atypical securities (pursuant to Law Decree No. 512 of 30 September 1983, as amended). Intesa Sanpaolo will not be liable to pay any additional amounts to Noteholders in relation to any such withholding, as more fully specified in Condition 9 (*Taxation*) of the Terms and Conditions of the Notes.

Modification or
Substitution of
Subordinated Notes:

The Issuer may, without the consent of the holders of Subordinated Notes, vary the terms of the Subordinated Notes, as fully specified in Condition 13(d) of the Terms and Conditions of the Notes.

Modification or
Substitution of Senior
Preferred Notes and
Senior Non-Preferred
Notes:

The Issuer may, without the consent of the holders of Senior Preferred Notes or Senior Non-Preferred Notes, vary the terms of the Senior Preferred Notes or Senior Non-Preferred Notes, as fully specified in Condition 13(e) of the Terms and Conditions of the Notes.

Governing Law of the
Notes:

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

Selling Restrictions:

For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of offering material in the United States, the European Economic Area (including the Republic of Italy) see "*Subscription and Sale*" below.

Sale of Notes by Intesa
Sanpaolo:

Intesa Sanpaolo may offer and sell the Notes to or through one or more underwriters, distributors and agents, including Intesa Sanpaolo, or directly to purchasers.

RISK FACTORS

The Issuer believes that the following risk factors may affect their ability to fulfil its obligations under Notes issued under the Programme. Most of these risk factors are contingencies which may or may not occur.

In addition, risk factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

The Issuer believes that the risk factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other 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 relating to the Issuer that are not currently known to the Issuer, or that the Issuer currently deem immaterial, may individually or cumulatively also have a material adverse effect on the Issuer.

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.

Words and expressions defined in "Terms and Conditions of the Notes" or elsewhere in this Base Prospectus have the same meaning in this section. Prospective investors should read the whole of this Base Prospectus, including the information incorporated by reference. Unless otherwise specified, the term "Terms and Conditions" or "Conditions" shall refer to the Terms and Conditions of the Notes and any reference to a "Condition" shall be to a Condition under the Terms and Conditions of the Notes.

Risk Factors relating to the Issuer

Prospective investors are invited to carefully read this chapter on the risk factors before making any investment decision, in order to understand the risks related to the Intesa Sanpaolo Group and obtain a better appreciation of the Intesa Sanpaolo Group's abilities to satisfy the obligations related to the Notes issued and described in the relevant Final Terms. The Issuer deems that the following risk factors could affect the ability of the same to satisfy their obligations arising from the Notes.

The risks below have been classified into the following categories:

Risks relating to the financial situation of Intesa Sanpaolo Group;

Risks related to legal proceedings;

Risks related to the business sector of Intesa Sanpaolo;

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

Reputational and ESG Risk of Intesa Sanpaolo; and

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

Risks related to the financial situation of Intesa Sanpaolo Group

Risk exposure to debt Securities issued by sovereign States

As at 30 September 2025, based on management data, the exposure to securities issued by the Republic of Italy - excluding the insurance business - amounted to €31.9 billion. It compared to €21.1 billion as at 31 December 2024.

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 are and will be exposed to sovereign debtors, in particular to the Republic of Italy and certain major European Countries.

As at 31 December 2024, based on management data, the exposure to securities issued by the Republic of Italy amounted to €21.1 billion (2.3% of the total assets of the Group) excluding the insurance business, to which should be added €8.3 billion represented by loans. On the same date, the investments in sovereign debt securities issued by EU countries, Republic of Italy included, corresponded to €70.7 billion (7.6% of the total assets of the Group) excluding the insurance business, to which should be added €10.6 billion represented by loans. On the whole, the securities issued by governments, central banks and other public entities represented approximately 15% of the total financial assets (calculated excluding the insurance business and including financial assets represented by due from banks and loans to customers).

As at 31 December 2023, based on management data, the exposure to securities issued by the Republic of Italy amounted to €22.5 billion (2.3% of the total assets of the Group) excluding the insurance business, to which should be added €8.2 billion represented by loans. On the same date, the investments in sovereign debt securities issued by EU countries, Republic of Italy included, corresponded to €65.4 billion (6.8% of the total assets of the Group) excluding the insurance business, to which should be added €10.7 billion represented by loans. On the whole, the securities issued by governments, central banks and other public entities represented approximately 13% of the total financial assets (calculated excluding the insurance business and including financial assets represented by due from banks and loans to customers).

Risks related to legal proceedings

As at 30 June 2025, there were a total of around 11,500 related disputes, excluding those involving Risanamento S.p.A., which is not subject to management and coordination by Intesa Sanpaolo pending at Group level (in addition to around 12,700 "mass" disputes at the international subsidiary banks, which, as a whole, account for a very low remedy sought) with a total remedy sought of around € 2,900 million. This amount includes all disputes, for which the risk of a disbursement of financial resources resulting from a potential negative outcome has been deemed possible or likely and therefore does not include disputes for which risk has been deemed remote. The risks associated with these disputes are thoroughly and individually analysed by the Parent Company and the Group. Specific and appropriate provisions have been made to the Allowances for Risks and Charges in the event of disputes for which there is an estimated probability of a disbursement of more than 50% and where the amount of the disbursement may be reliably estimated (disputes with likely risk). Without prejudice to the uncertainty inherent in all litigation, the estimate of the obligations that could arise from the disputes and hence the amount of any provisions recognised are based on the forward-looking assessments of the outcome of the trial. These forward-looking assessments are, in any event, prepared on the basis of all information available at the time of the estimate and updated over the course of the proceedings.

The disputes with likely risk are about 20,500 (of which around 12,700 related to the above-mentioned "mass" disputes) with a remedy sought of €1,538 million and provisions of €586 million. Compared to the last year, there was a decrease in the number of disputes, which mainly concerned disputes on certain loan contractual topics relating to the subsidiary Banca Intesa Beograd. The component referring to the Parent Company totals around 4,100 disputes¹, with a remedy sought of €1,200 million and provisions of €412 million. These include around 2,100 positions relating to disputes concerning compound interest. There were around 480 disputes relating to other Italian subsidiaries, with a remedy sought of €215 million and provisions of €70 million.

With regard to the international subsidiaries, there were around 15,900 disputes with a remedy sought of €138 million and provisions of €104 million, impacted by the previously mentioned mass disputes. Specifically, there were around 11,000 disputes relating to the subsidiary Banca Intesa Beograd in relation to two areas of litigation that have involved the entire Serbian banking system. The first concerns processing fees charged by banks when granting loans and the second relates to real estate loans insured through the National Housing Loan Insurance Corporation (NKOSK).

¹ These include 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, so-called Excluded Disputes covered by public guarantee ("Indemnification Guarantee").

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 section entitled "*Description of Intesa Sanpaolo S.p.A. – Legal Proceedings*" of this Base Prospectus. 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 filed against respectively Banca Nuova and Banca Apulia (both subsequently merged by incorporation in Intesa Sanpaolo in 2018 and 2019 respectively).

Risks related to the business sector of Intesa Sanpaolo

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 potentially 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 and capital spending, inflation and housing prices.

The macro-economic framework is currently characterised by significant profiles of uncertainty, in relation to: (a) the risk of energy supply disruptions and their effects on economic activity and prices, also in relation to ongoing armed conflicts; (b) the future developments of the European Central Bank ("**ECB**") monetary policies in the Euro area and of the US Federal Reserve ("**FED**") in the US Dollar area; (c) the tensions observed, on a more or less recurrent basis, on the financial markets; and (d) the risk that, in the future, holders of Italian government debt lose confidence in the credit standing of the Republic of Italy, owing to domestic political developments, changes in budgetary policies affecting the sustainability of government debt or turmoil in other member states of the euro area.

The precise impact on the business of the Issuer and the Group is difficult to determine. As such, no assurance can be given that such matters would not adversely affect the ability of the Issuer to satisfy its obligations under the Notes and/or the market value and/or the liquidity of the Notes in the secondary market.

Credit risk

As of 30 September 2025, Intesa Sanpaolo recorded a gross NPL ratio (based on European Banking Authority ("**EBA**") metrics) of 2%. On 31 December 2024, the same data corresponded to 2%, compared to 1.8% recorded on 31 December 2023 well below the threshold which identifies banks in Member States across the Euro area with high levels of non-performing loans. In this regard 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 the 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 2024 and in the first nine months of 2025, Intesa Sanpaolo deems that the risk related to credit quality is of low relevance.

The economic and financial activity and soundness of the Bank depends on its borrower's creditworthiness. 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 disruption or any other reason. The bankruptcy of an important stakeholder, 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 Bank's performances. However, 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 the object of the guarantee. The default rates, counterparties rating deterioration and disputes in relation to counterparties on the guaranteed appraisal could be significantly increased during periods of market tensions and illiquidity.

Intesa Sanpaolo has always managed its risk portfolio proactively and prudently, overcoming the various crises of recent years unscathed. Over the 2022-25 planning horizon, the Group has been pursuing a modular de-risking strategy – which was already launched in the last Business Plan with significant results – ranking among the best in Europe in terms of NPL ratios and stock (a Zero-NPL Bank) and generating a sharp drop in the cost of risk. The 2022-2025 Business Plan is nearing completion. Massive deleveraging with €5.3 billion gross NPL stock reduction in 2022-9M25, reducing Net NPL ratio to 1% (based on EBA metrics) and anticipating Business Plan target.

The results for the first nine months of 2025 highlight that Intesa Sanpaolo is able to generate solid sustainable profitability. As at 30 September 2025, the Group's gross non-performing loans amounted to €9.9 billion, up slightly by €172 million (+1.8%) compared to December 2024. Their ratio to total loans was 2.3% gross and 1.1% net of adjustments to loans (2.3% and 1.2% respectively at the end of 2024). According to the EBA methodology, on the same date the NPL ratio stood at 2% and 1% before and after adjustments (respectively 2% and 1%, in at the end of 2024). This result was also attributable to the ongoing de-risking initiatives and also reflects an amount of non-performing loans classified as asset held for sale, having met the conditions for applicability based on IFRS 5. The process of NPL deleveraging also continued to benefit from modest new inflows from performing loans due to the performance of the prevention initiatives.

As at 30 September 2025, the net non-performing loans of the Group amounted to €4,840 million, lower than the figure recorded as at 31 December 2024 (€4,920 million), confirming themselves at historical lows. In further detail, in September 2025 bad loans, net of adjustments, amounted to €1,343 million (+19.9% from 31 December 2024), representing 0.3% of total net loans with a coverage ratio of 67.2%. Loans included in the unlikely-to-pay category amounted to €3,105 million, down by 9.7%, accounting for 0.7% of total net loans to customers, with a coverage ratio of 40.8%. Past due loans amounted to €392 million (8.3% from the end of 2024), with a coverage ratio of 30.6%.

Intesa Sanpaolo continues to operate as a growth accelerator in the real economy in Italy: in the first nine months of 2025, medium/long-term new lending granted by the group to Italian households and businesses amounted to around €43 billion. In the first nine months of 2025, the Group facilitated the return to performing status of around 2,050 companies, thus safeguarding around 10,250 jobs. This brought the total to around 146,000 companies since 2014, with around 730,000 jobs safeguarded over the same period.

For more information on European legislative initiatives on Non-Performing Loans, please refer to the "*Regulatory Section*" of this Base Prospectus.

For further information on the management of the "credit risk", please refer to Explanatory notes to the half-yearly condensed consolidated financial statements – "Risk management – Credit Risk" of the 2025 Unaudited Half-Yearly Financial Statements, included by reference in this Base Prospectus.

Market risk

In the first nine months of 2025, with regard to the overall limit relating to trading and the hold to collect and sell (HTCS) business model, the Group's average managerial Value at Risk ("**VaR**") was equal to €169 million, increasing compared to the same period of 2024, which was equal to €137 million.

Regarding the held for trading portfolio only, managerial VaR has recorded in the first nine months of 2025 an average value of €29.7 million (€28.9 million was the average value on 30 September 2024).

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 in 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 the Explanatory notes to the 2025 Unaudited Half-Yearly Financial Statements, incorporated by reference in this Base Prospectus.

Liquidity risk of Intesa Sanpaolo

As reported in the Intesa Sanpaolo Group Interim Statement as at 30 September 2025, on 30 September 2025 the ratio between the loans to customers and the direct deposits from banking business ("**Loan to deposit ratio**") was at 73.5%, compared to 72.1% on 31 December 2024.

Both regulatory indicators, LCR and NSFR, were above the minimum regulatory requirements (100%). The Liquidity Coverage Ratio (LCR) of the Intesa Sanpaolo Group, measured according to Delegated Regulation (EU) 2015/61, amounted to an average of 141.9% over the last twelve months ending September 2025². The NSFR measured in accordance with regulatory instructions, was 122.1% at the end of September 2025.

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, may have negative effects on the activities and the economic and/or financial situation of the Bank and the Group.

In particular, in light of the findings set forth in the EBA third report on LCR and NSFR monitoring³, the Issuer remains attentive to the evolution of the funding market to ensure that its ordinary refinancing strategies and normal business are not affected by the cumulative effect of the maturity of all the remaining central bank funding and additional outflows due to the impact of adverse market liquidity scenarios.

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

² The LCR ratio refers to the simple average of the last 12 months of monthly observations, as per Regulation (EU) 2021/637.

³ EBA Report on "Monitoring of liquidity coverage ratio and net stable funding ratio implementation in the EU" of 15 June 2023.

by reason of circumstances that are independent of 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.

For further information please see the Explanatory notes of the 2025 Unaudited Half-Yearly 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 are 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 Group used the internal AMA model (in partial use together with the standardised and basic approaches) for determining the capital requirement up to 31 December 2024. From January 2025 – as set out in detail in the section “Basel regulation and the internal project” of the Half-yearly Report – the new CRR3/Basel 4 regulatory framework has fundamentally altered the methodology for calculating the prudential capital requirement, eliminating the possibility of using internal models and introducing a new, single standardised calculation method, referred to as the Standardised Approach (SA). Under the new rules, inspired by more prudent criteria and aimed at ensuring greater uniformity among European financial institutions, the capital requirement is determined in line with the size of business activities (Business Indicator – BI), primarily using FINREP items (averaged over the previous three years), weighted with regulatory coefficients by band. The methodology also requires the inclusion of the duly reconciled accounting impact of the operational losses over the three-year period. The new regulatory framework therefore confirms the regulatory importance of high-quality operational loss data collection and related accounting reconciliation, in addition to the requirement for an effective, properly structured overall operational risk governance framework, supported by suitable infrastructure and verified by an independent function. For the first Supervisory reporting under the new rules, the average of the FINREP items for the period 2022-2024 was used. Thereafter, the reporting will be done quarterly, and capital requirement calculation will be updated annually, with reference to 31 December of each year, subject to any significant changes in the scope of consolidation that may have occurred during the quarter. The change in methodology led to a significant increase in capital absorption for operational risks on a consolidated basis, quantified at €4,021 million for the year 2025, around 62% higher than the figure as at 31 December 2024, calculated using the AMA, TSA and BIA, amounting to €2,488 million.

From January 2025, following the entry into force of Basel 4, the AMA internal model is being used exclusively for management purposes to monitor “Pillar 2” risks, and therefore contributes to the determination of capital adequacy in the ICAAP. It is designed to combine historical elements (internal and external operational losses) and forward-looking estimates (scenario analysis). Capital-at-risk is therefore identified as the minimum amount at Group level required to bear the maximum potential loss (worst case). It is estimated using a Loss Distribution Approach model (actuarial statistical model to calculate the Value-at-risk of operational losses), applied to historical data and the results of the scenario analysis assuming a one-year estimation period, with a confidence level of 99.9%. The insurance mitigation component of the internal model is applied as originally authorised by the competent authority.

Operational risk is defined as the risk of incurring losses resulting from inadequate or failed internal processes, people and systems or from external events. The risk taxonomy adopted by the Group, as agreed upon by the Corporate Control Functions, for the component of economic losses, includes the following risks within

operational risk: legal, conduct, compliance, financial crime, tax, technological, cyber security, physical security, third-party, data quality, fraud, process, and employer risk. Strategic and reputational risk are not included.

The Bank has defined a framework for the operational, ICT & security risk management which consists of the following phases:

- identification: the detection and description of potential operational, ICT & security risk areas (e.g. operational events, presence of issues, applicability of risk factors, significant risk scenarios);
- assessment and measurement: this phase includes the activities aimed at the qualitative/quantitative determination of the Group operational, ICT & security risk exposure and the transformation of the evaluations collected (e.g. internal and external operational loss data, management levels of risk factors, probability and impact in case of realisation of risk scenarios) in synthetic risk measures;
- monitoring and control: continuous management of changes in the operational, ICT & security risk exposure, also to prevent the occurrence of harmful events and to promote active risk management;
- mitigation: operational risk containment through appropriate mitigation actions and suitable risk transfer strategies, based on a risk-driven approach;
- reporting: preparation of information flows related to operational, ICT & security risk management, designed to ensure adequate knowledge of the exposure to this risk.

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 the Explanatory notes of the 2025 Unaudited Half-Yearly Financial Statements, 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 tied 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 potential loss resulting from changes in the exchange rate that could have a negative impact on the valuation of the assets and liabilities in the financial statements and on earnings and capital ratios. Two types of Foreign Exchange Risk are identified: Structural and Transaction risk. Structural Foreign Exchange Risk is defined as the potential loss resulting from changes in the exchange rate that could have a negative impact on the foreign exchange reserves that are part of the Group's consolidated shareholders' equity and includes the foreign exchange risk associated with hybrid capital instruments. The key sources of structural foreign exchange risk are therefore the investments in associates and companies subject to joint control.

The Intesa Sanpaolo Group's management of the Structural Foreign Exchange Risk assigns the Parent Company the related management and coordination powers in order to achieve a consistent Group strategy. This choice, which is consistent with the Parent Company's role as the liaison with the Supervisory Authority, allows the activities to be performed based on the specific responsibilities set out in the prudential supervision regulations, in addition to suitably mitigating and/or managing this type of risk. Transaction Foreign Exchange Risk is defined as the potential loss resulting from changes in the exchange rate that may have a negative impact both on the valuation of the assets and liabilities in the financial statements and on the earnings from funding and lending transactions in currencies other than the euro.

The main sources of this foreign exchange risk consist in: non-euro loans and deposits held by corporate and/or retail customers; conversion into domestic currency of assets, liabilities and income of the international branches; trading of foreign currencies; collection and/or payment of interest, commissions, dividends and administrative expenses in foreign currencies; and purchase and sale of securities and financial instruments for the purpose of resale in the short term, etc. Transaction foreign exchange risk also includes the risk related to transactions connected to operations that generate the type of structural foreign exchange risk represented, for example, by dividends, earnings in the process of being generated, and corporate events.

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

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 ECB, 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.

Regulatory framework

Starting from 1 January 2014, a part of the prudential rules has been amended on the grounds of the directions deriving from the so-called Basel III agreements, mainly with the intention of significantly strengthening 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 for the capital requirements, the prudential provisions in force provide for minimum capitalisation levels. In particular, the banks are required to have a Common Equity Tier 1 ("CET 1") ratio at least equal to 7% of the risk-weighted assets, a Tier 1 ratio equal at least to 8.5% of the risk-weighted assets and a Total Capital ratio equal at least to 10.5% of said risk-weighted assets (such minimum levels include the so-called "capital conservation buffer", namely a "buffer" of further mandatory capitalisation).

As known, Intesa Sanpaolo, as a bank of significant importance for the European financial system, is subject to the direct supervision of the ECB. Following the Supervisory Review and Evaluation Process ("SREP") the ECB provides, on an annual basis, a final decision of the capital requirement that Intesa Sanpaolo must comply with at a consolidated level. On 11 December 2024, Intesa Sanpaolo announced that it had received the final decision of the ECB concerning the capital requirement that the Bank has to meet as of 1 January 2025. The overall capital requirement the Bank is required to meet in terms of CET 1 ratio is currently 9.88%.

This is the result of: a) a SREP requirement in terms of Total Capital ratio equal to 9.50%, which includes a Pillar 1 minimum requirement of 8%, of which 4.50% in terms of CET 1, and an additional Pillar 2 requirement of 1.50%, of which 0.84% in terms of CET 1; b) the additional requirements, entirely in terms of CET 1, represented by: the Capital Conservation Buffer of 2.50%; the O-SII Buffer (Other Systematically Important Institutions Buffer) of 1.25%; the Countercyclical Capital Buffer of 0.34%⁴ and the Systemic Risk Buffer of 0.45%⁵.

On 31 October 2025, 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 2026, following the results of the SREP.

⁴ Computed taking into account the exposure as at 30 September 2025 in the various countries where the Group has a presence, as well as the respective requirements set by the competent national authorities and relating to 2027, where available, or the most recent update of the reference period (requirement was set at zero in Italy for 2025).

⁵ Systemic Risk Buffer calculated taking into account the exposure as at 30 September 2025 to residents in Italy.

The overall capital requirement the Bank has to meet in terms of Common Equity Tier 1 ratio is 9.97%.

This is the result of: a) a SREP requirement in terms of Total Capital ratio of 9.65% comprising a minimum Pillar 1 capital requirement of 8%, of which 4.50% is Common Equity Tier 1 ratio, and an additional Pillar 2 capital requirement of 1.65%, of which 0.93% is Common Equity Tier 1 ratio; b) additional requirements, already listed above.

As at 30 September 2025, including the negative impact of Basel 4, the CET 1 ratio stood at 13.1%⁶, the Tier 1 ratio at 15.6% and the Total Capital ratio at 18.5%.

As for the liquidity, the European rules envisage, *inter alia*, a short-term indicator (LCR) aimed at creating and maintaining a liquidity buffer able to allow the survival of the bank for a period of thirty days in case of serious market stress, and a structural liquidity indicator (NSFR) with a temporal horizon longer than a year, introduced to ensure that the assets and liabilities have a sustainable maturity structure.

Both indicators of the Group are above the minimum limits provided by the European rules.

Despite the overall liquidity situation of the Group being more than safe and under constant control, some risks may materialize over the horizon. An important mitigating factor to these risks are the contingency management policies in place in the Group system of rules.

With regard to the Russia-Ukraine conflict, currently, in light of the low exposure to Russian and Ukrainian counterparties, there were no significant impacts on the Group's consolidated liquidity position. See: "*Description of Intesa Sanpaolo S.p.A. – The military conflict between Russia and Ukraine*".

Furthermore, the Capital Requirement Regulation (CRR2, transposing the Basel III Accord) introduced the financial Leverage Ratio, which measures the coverage degree of Class 1 Capital compared to the total exposure of the Bank Group. Such index is calculated by considering the assets and exposures out of the budget. The objective of the indicator is to contain the degree of indebtedness in the balance sheets of the banks. The ratio is subject to a minimum regulatory limit of 3%.

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 include 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 create 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 shall be 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, "**BRRD II**"), which, *inter alia*, introduced the so-called "bail-in", 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 the Intesa Sanpaolo Group.

The Intesa Sanpaolo Group is subject to the BRRD, as subsequently amended, 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

⁶ Common Equity Tier 1 ratio of 13.1% does not include in capital any net income accrued in the first nine months of 2025, in compliance with the ECB's recent guidance, which specifically states that a supervised entity is not allowed to include any interim or year-end profits in Common Equity Tier 1 in case it adopts a distribution policy that does not specify any upper limit for cash dividends and any share buybacks, and it does not commit not to distribute neither via cash dividends nor via share buybacks the profits that it wants to include in Common Equity Tier 1. Including in capital the net income of the first nine months of 2025 and deducting dividends accrued, capital ratios as at 30 September 2025 were as follows: Common Equity Tier 1 ratio at 13.9%, Tier 1 ratio at 16.4% and Total Capital Ratio at 19.3%.

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 Notes.

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 conferred to 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.

In this respect, "banks of significant importance" include any Eurozone bank in relation to which (i) the total value of its assets exceeds €30 billion or – unless the total value of its assets is below €5 billion – the ratio of its total assets over the national gross domestic product exceeds 20%; (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.

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. Intesa Sanpaolo 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 ECB of 16 April 2014 establishing the framework for co-operation within the Single Supervisory Mechanism between the ECB 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.

Moreover, the Bank of Italy introduced a systemic risk buffer and borrower-based measures applicable to all banks and banking group authorized in Italy of 1.0% of exposures towards Italian residents weighted for credit and counterparty credit risk (whose phase-in regime completed in June 2025). Therefore, it is not yet clear what impact these regulatory changes will have on the Group's operations. Moreover, as at the date of this Base Prospectus, the provisions laid down by the CRD VI and CRR III (as both defined below) have not been fully entered into force and / or transposed in Italy and thus there is uncertainty as to its adoption of the domestic implementing legislative acts and in particular it is not yet clear how and to what extent the changes brought by both the CRR III and the CRD VI may impact the Group's operations. Finally, as at the date of this Base Prospectus, the Council and the European Parliament announced that they reached a political agreement on the CMDI Reform (as defined below). The CMDI Reform includes, among other things, the amendment of the ranking of claims in insolvency ensuring a general depositor preference with a single-tier depositor preference. The implementation of the CMDI Proposal is subject to further legislative procedures and, as at the date of this Base Prospectus, there is still legal uncertainty as to what extent its adoption and implementation would impact on the Issuer's operation.

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

Reputational and ESG Risk of Intesa Sanpaolo

Financial institutions are facing increased scrutiny on climate and broader environmental, social and governance ("**ESG**")-related issues from governments, regulators, shareholders and other bodies. This focus on ESG may lead to reputational risks if the Bank is not perceived to support the transition to a lower carbon economy, as well as to protect biodiversity and human rights. The Bank is also required to review and enhance Intesa Sanpaolo's ESG risk management frameworks in alignment with emerging regulatory guidance and to ensure that the Issuer accurately portrays the ESG aspects of Intesa Sanpaolo's activities.

Within the Bank, the governance of reputational and ESG risks is closely integrated due to the strong interconnections between these risk profiles.

Reputational risk is the current or prospective risk of a decline in profits or enterprise value (capitalization) resulting from a negative perception of the Group's image by customers, counterparties, Group shareholders, investors, or regulatory authorities. While ESG risks include all risks arising from potential negative impacts,

direct or indirect, on the environment, people and communities and more generally all stakeholders, in addition to those arising from corporate governance. Within this category of risk climate change risk is of significant relevance.

The Bank is exposed to risks arising from climate change either directly through its own operations or indirectly through its financing and investment activities. The taxonomy adopted by Intesa Sanpaolo divides climate change risks into physical and transition risks.

Physical risks represent the negative financial impact from climate change, including more frequent extreme weather events and gradual climate change, as well as environmental degradation, i.e. air, water and soil pollution, water stress, biodiversity loss, and deforestation. These types of risks – which can usually arise in both the short/medium and long term – can be broken down into acute and chronic risks:

- acute physical risks refer to specific events that have the potential to create significant physical damage (e.g. flooding of rivers and oceans, tropical storms). These events are occurring more frequently, on both a regional and global basis; and
- chronic physical risks involve a series of physical impacts of considerably longer duration than those posed by acute risks. They are identifiable as processes of change rather than single events. In most cases, the impacts are localised (e.g., drought) but chronic risks are likely to become more significant in the long term.

Transition risks are the negative financial impacts that an institution may incur, directly or indirectly, as a result of the process of adjustment to a low-carbon and more environmentally sustainable economy, arising from:

- public policy and legal risks: this category includes policies that attempt to limit actions that contribute to the negative effects of climate change or political actions that seek to promote adaptation to climate change and the legal risk arising from the inability of organisations to mitigate/adapt to climate change;
- technological developments: these include innovations that support the transition to a low-carbon and energy-efficient economic system;
- consumer preferences: changes in the demand and supply of certain goods, products and services; and
- reputational risk arising from changes in customer or community perceptions of an organisation's contribution to the transition to a low-carbon economy.

For what concerns the broader environmental risks, extending for example to nature-related risk categories and transmission channels, the main sources of risks for the counterparties of Intesa Sanpaolo and, in turn, for the Group itself stem from:

- impacts on nature: change in the state (quality or quantity) of natural capital caused by business activity, which may result in changes to the capacity of nature to provide social and economic functions. Impacts can be positive or negative;
- dependencies from nature: ecosystem services that an organisation relies on for their business processes to function, such as a clean and regular water supply.

Even though the Bank is working on the identification of the potential impact of and the mitigation action to be taken to address both transition and physical risks, climate change could nonetheless have a material adverse effect on the Issuer's business, results of operations and financial condition. In the Issuer's Business Plan, Intesa Sanpaolo aims at creating strong and sustainable value for the Issuer's shareholders, further increasing the Issuer's solid capital position and its ESG commitment. The Issuer is also working to achieve a net-zero emission target, in terms of own emissions by 2030, and in terms of loan and investment portfolios, asset management and insurance sectors by 2050. This includes the ability to identify, monitor and manage ESG-related risks associated with the activities of customer companies in the investment and lending decisions by the Group. Both rapidly changing regulatory as well as stakeholder demands, combined with significant focus by stakeholders, may materially affect the Issuer's businesses if Intesa Sanpaolo fails to adopt such demands or appropriately implements the Issuer's strategic plans.

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

The Bank is exposed, as much 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 Accounting Standards ("IAS") and International Financial Reporting Standards ("IFRS"), as approved and adopted within the European legal system.

It is primarily noted that IFRS 17 Insurance Contracts, published by the International Accounting and Standards Board in May 2017 and subject to subsequent amendments, endorsed with Regulation (EU) no. 2036/2021 of 19 November 2021, is applied from 1 January 2023.

The 2023 Audited Financial Statements were the first financial statements drawn up in application of IFRS 17. At the same time, the insurance companies of the Intesa Sanpaolo Group also applied for the first time IFRS 9 Financial Instruments, the application of which was deferred by virtue of the application of the deferral approach.⁷

For further details on the first adoption of the principle IFRS 17 and IFRS 9 for the Intesa Sanpaolo Group's insurance companies, including a complete illustration of the provisions of these standards, the Intesa Sanpaolo Group's choices and the related impacts, please refer to section "*Transition to IFRS 17 Insurance Contracts and IFRS 9 Financial Instruments by the Group's insurance companies*" included in the 2023 Audited Financial Statements and to section "*Effects of first time adoption of IFRS 17 and IFRS 9 for the Group's insurance companies*" included in the 2023 Audited Financial Statements.

For further details on the first adoption of the new principle or amendment to existing international IAS and IFRS accounting principles please refer to the specific information included in the "*Notes to the consolidated financial statements – Part A – Accounting policies*" of the 2023 Audited Financial Statements and the 2024 Audited Financial Statements and in the "*Explanatory notes - Accounting policies*" of the Half-Yearly Report as at 30 June 2025.

Risk Factors relating to the Notes

The risks below have been classified into the following categories:

Risks related to Notes generally;

Risks related to the structure of a particular issue of Notes;

Risks related to the market generally.

Risks related to Notes generally

Resolution Powers and contractual recognition of the BRRD

Under the BRRD framework the Relevant Authorities have the power to apply "resolution" tools if the Issuer is failing or likely to fail, as an alternative to compulsory liquidation proceedings. Specifically, these tools are: (1) the sale of business assets or shares of the Issuer; (2) the establishment of a bridging institution; (3) the separation of the unimpaired assets of the Issuer from those which are deteriorated or impaired; and (4) a bail-in, through write-down/conversion into equity of regulatory capital instruments (including the Subordinated Notes) as well as other liabilities of the Issuer (including the Senior Preferred Notes, the Senior Non-Preferred Notes) if the relevant conditions are satisfied and in accordance with the creditors' hierarchy provided under the relevant provisions of Italian law.

Furthermore, Article 33a of BRRD II introduces a new pre-resolution moratorium tool as a temporary measure in an early stage and new suspension powers, which the resolution authority can use within the resolution period. Any suspension of activities can, as stated above, result in the partial or complete suspension of the performance of agreements (including any payment or delivery obligation) entered into by the respective credit

⁷ Note that, by virtue of the application of the Deferral Approach, the financial assets and liabilities of the subsidiary insurance companies continued to be recognised in accordance with the provisions of IAS 39, while awaiting the entry into force of the new international financial reporting standard on insurance contracts (IFRS 17).

institution. The exercise of any such power or any suggestion of such exercise could materially adversely affect the rights of the holders of securities issued by the Issuer, the price or value of their investment in any such security and/or the ability of the credit institution to satisfy its obligations under any such security (including the Notes).

In particular, by its acquisition of a Note (whether on issuance or in the secondary market), each holder of the Notes acknowledges, accepts, agrees to be bound by and consents to the exercise of any resolution power by a Relevant Authority that may result in the cancellation of all, or a portion, of the principal amount of, or interest on, the Notes and/or the conversion of all, or a portion, of the principal amount of, or interest on, the Notes into equity or other securities or other obligations of the Issuer or another person, including by means of a variation to the terms of the Notes or the modification of any of its terms, in each case to give effect to the exercise by a Relevant Authority of such resolution power. Each holder of the Notes acknowledges, accepts and agrees that its rights as a holder of the Notes are subject to, and will be varied, if necessary, so as to give effect to, the exercise of any such power by any Relevant Authority. The exercise of the resolution power by the Relevant Authority will not constitute an event of default under the Notes.

The exercise of any resolution power, which could result in the Notes being written down or converted into equity pursuant to such statutory measures, or any suggestion of such exercise could, therefore, materially adversely affect the rights of the Noteholders, the price or value of their investment in the Notes, the ability of the Issuer to satisfy its obligations under the Notes, and may have a negative impact on the market value of the Notes.

Modification, waivers and substitution

The Terms and Conditions of the Notes contain provisions for calling Noteholders' meetings for matters that may affect their interests in general. These provisions allow the establishment of majorities that shall be bindable to all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

Change of law

The Terms and Conditions of the Notes are Italian law based 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 applicable law or administrative practice after the date of this Base Prospectus.

Tax changes may affect the tax treatment of the Notes

Law No. 111 of 9 August 2023, published in the Official Gazette No. 189 of 14 August 2023 ("**Law 111**"), delegates power to the Italian Government to enact, within twenty-four months from its publication, one or more legislative decrees implementing the reform of the Italian tax system (the "**Tax Reform**"). Law No. 120 of 8 August 2025 has recently amended certain provisions of Law 111 and extended the deadline for the enactment of the legislative decrees implementing the tax reform to thirty-six months from the publication of Law 111 (i.e. until 29 August 2026), allowing additional time for the implementation of such reform. The Government will in any case retain delegation to adopt corrective and supplementary provisions to such legislative decrees implementing the tax reform until 29 August 2028.

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

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

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

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

Notes have limited Events of Default and remedies

The Events of Default, being the events upon which the Issuer (or, in certain circumstances, the Noteholders) may declare the Notes to be immediately due and payable, are limited to circumstance in which Intesa Sanpaolo becomes subject to compulsory winding-up (*liquidazione coatta amministrativa*) pursuant to Articles 80 and following of the Legislative Decree No. 385 of 1 September 1993, as amended (the “**Consolidated Banking Act**”) or voluntary winding-up (*liquidazione volontaria*) in accordance with Article 96-*quinquies* of the Consolidated Banking Act. Accordingly, other than following the occurrence of the Events of Default (and, for the avoidance of doubt, resolution proceeding(s) or moratoria imposed by a resolution authority in respect of the Issuer shall not constitute an Event of Default for the Notes for any purpose), even if the Issuer fails to meet any of its obligations under the Notes, including the payment of any interest, or in case of the exercise of the Bail-in Power by the Relevant Authority, the Noteholders will not have the right of acceleration of principal and the sole remedy available to Noteholders for recovery of amounts owing in respect of any of the Notes will be the institution of proceedings to enforce such payment. Notwithstanding the foregoing, the Issuer will not, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it. Furthermore, investors should consider that the terms and conditions of the Notes do not provide for negative pledge provisions.

In the case of Notes which are issued as Green Bonds, Social Bonds or Sustainability Bonds, please also see risk factor “*Notes issued, if any, as “Green Bonds”, “Social Bonds” or “Sustainability Bonds” may not be a suitable investment for all investors seeking exposure to green assets or social assets or sustainable assets*”.

Waiver of set-off

In Condition 4(a) (*Status – Senior Preferred Notes*) of the Terms and Conditions of the Notes with respect to Senior Preferred Notes, Condition 4(b) (*Status – Senior Non-Preferred Notes*) of the Terms and Conditions of the Notes with respect to Senior Non-Preferred Notes and Condition 4(c) (*Status – Subordinated Notes*) of the Terms and Conditions of the Notes with respect to Subordinated Notes, each holder of a Note unconditionally and irrevocably waives any right of set-off, counterclaim, abatement or other similar remedy which it might otherwise have, under the laws of any jurisdiction, in respect of such Note.

Risks related to the structure of a particular issue of Notes

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Under no circumstances shall the interest payments for the Noteholder be less than zero. Set out below is a description of the most common features:

No physical document of title issued in respect of the Notes

Notes issued under the Programme shall be issued in dematerialised form and evidenced at any time through book entries pursuant to the relevant provisions of the Financial Services Act and in accordance with the CONSOB and Bank of Italy Joint Regulation (as defined in the Terms and Conditions for the Notes). In no circumstance would physical documents of title be issued in respect of the Notes. While the Notes are represented by book entries, investors will be able to trade their beneficial interests only through Monte Titoli and the authorised financial intermediaries holding accounts on behalf of their customers with Monte Titoli. While the Notes 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.

Potential Conflicts of Interest for the Notes

The Issuer may act as Paying Agent and Calculation Agent for the Notes and a conflict of interest may arise being the Issuer engaged in its other banking activities from time to time and in transactions involving an index or related derivatives which may affect amounts receivable by Noteholders during the term and on the maturity of the Notes or the market price, liquidity or value of the Notes and which could be deemed to be adverse to the interests of the Noteholders. (See also “Conflicts of Interest” below).

Potential conflicts of interest

Any Calculation Agent appointed under the Programme (whether the Paying Agent or otherwise) is the agent of the Issuer and not the agent of the Noteholders. Potential conflicts of interest may exist between the Calculation Agent (if any) and Noteholders (including where a Distributor acts as a Calculation Agent),

including with respect to certain determinations and judgments that such Calculation Agent may make pursuant to the Conditions that may influence amounts receivable by the Noteholders during the term of the Notes and upon their redemption.

Notes issued, if any, as "Green Bonds", "Social Bonds" or "Sustainability Bonds" may not be a suitable investment for all investors seeking exposure to green assets or social assets or sustainable assets

If so specified in the relevant Final Terms (or the Drawdown Prospectus as the case may be), the Issuer may issue Notes under the Programme described as "green bonds" ("**Green Bonds**"), "social bonds" ("**Social Bonds**"), "sustainability bonds" ("**Sustainability Bonds**") in accordance with the principles set out by the International Capital Market Association ("**ICMA**") (respectively, the Green Bond Principles ("**GBP**"), the Social Bond Principles ("**SBP**") and the Sustainability Bond Guidelines ("**SBG**").

In such a case, prospective investors should have regard to the information set out at "Use of Proceeds and estimated net amount of proceeds" in the applicable Final Terms (or the Drawdown Prospectus as the case may be) and must determine for themselves the relevance of such information for the purpose of any investment in the Notes together with any other investigation such investors deem necessary, and must assess the suitability of that investment in light of their own circumstances.

In particular, no assurance is given by the Issuer that the use of such proceeds for the funding of any green project or social project or combination of any green and social project, as the case may be, will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations (including, amongst others, Regulation (EU) 2020/852 on the establishment of a framework to facilitate sustainable investment (the "**EU Taxonomy Regulation**")) and the Sustainable Finance Taxonomy Regulation Delegated Acts for climate change adaptation and mitigation objectives (the "**EU Taxonomy Regulation Delegated Acts**") approved in principle by the EU Commission on 21 April 2021 and formally adopted on 4 June 2021 (the EU Taxonomy Regulation and the EU Taxonomy Regulation Delegated Acts, jointly, the "**EU Taxonomy Framework**") or by its own by-laws or other governing rules or investment portfolio mandates (in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, the relevant eligible green projects, eligible social projects or eligible sustainable projects). On 9 December 2021, a first delegated act on sustainable activities for climate change mitigation and adaptation objectives of the EU Taxonomy ("**Climate Delegated Act**") was published in the Official Journal and is applicable from 1 January 2022. On 6 July 2021 the European Commission adopted the delegated act supplementing Article 8 of the EU Taxonomy Regulation ("**Disclosure Delegated Act**") which was then published in the Official Journal on 10 December 2021 and is applicable since January 2022. This delegated act specifies the content, methodology and presentation of information to be disclosed by financial and non-financial undertakings concerning the proportion of environmentally sustainable economic activities in their business, investments or lending activities. On 9 March 2022, the European Commission adopted a complementary climate delegated act including, under strict conditions, specific nuclear and gas energy activities in the list of economic activities covered by the EU taxonomy. It was published in the Official Journal on 15 July 2022 and is applicable from January 2023. The criteria for the specific gas and nuclear activities are in line with EU climate and environmental objectives and will help accelerate the shift from solid or liquid fossil fuels, including coal, towards a climate-neutral future. On 21 November 2023, a delegated act and annexes containing the technical screening criteria of the remaining four environmental objectives and the amendments to the Disclosure Delegated Act were published in the Official Journal; on the same day, a delegated act amending the Climate Delegated Act, was published in the Official Journal.

On 18 June 2019, the Commission Technical Expert Group on sustainable finance published its final report on a future European standard for green bonds (the "**EU Green Bond Standard**"). In the context of the public consultation on the renewed sustainable finance strategy, the European Commission launched a targeted consultation on the establishment of an EU Green Bond Standard, that builds and consults on the work of the Commission Technical Expert Group and has run between 12 June and 2 October 2020. On 19 October 2020, the European Commission published the Commission Work Programme 2021, in which expressed the intention to deliver a legislative proposal by the end of the second quarter of 2021. On 6 July 2021, the European Commission officially adopted a legislative proposal for a EU Green Bond Standard setting out four main requirements: (i) allocation of the funds raised by the green bond should be made in compliance with the EU Taxonomy (as defined below); (ii) full transparency on the allocation of the green bond proceeds; (iii)

monitoring and compliance activities to be carried out by an external reviewer; and (iv) registration of external reviewers with the ESMA and subject to its supervision. The European Commission, the European Council and the European Parliament entered into trilogue negotiations and reached a provisional agreement on 28 February 2023 on the legislative proposal for an EU Green Bond Standard introducing a voluntary standard. On 10 May 2023, a version of the regulation adopted by the legislative bodies of the European Union was published. Finally, on 30 November 2023, the regulation on the “European Green Bonds and optional disclosures for bonds marketed as environmentally sustainable and for sustainability-linked bonds” was published in the Official Journal (the “**EU Green Bond Regulation**”); the Regulation has entered into force on 20 December 2023 and applies from 21 December 2024, with a transition period for certain requirements until 21 June 2026.

The Notes issued, as Green Bonds, under this Programme may not at any time be eligible for the Issuer to be entitled to use the designation of "European Green Bond" or "EuGB" nor is the Issuer under any obligation to take steps to have any such green bonds become eligible for such designation.

Furthermore, it should be noted that there is currently no clearly established definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, respectively "green" or a "social" or a "sustainable" project or as to what precise attributes are required for a particular project to be defined as "green" or "social" or "sustainable" or such other equivalent label. The EU Taxonomy Regulation is nevertheless subject to further developments.

Accordingly, no assurance is or can be given to investors that any green or social project, as the case may be, towards which proceeds of the Notes are to be applied will meet the investor expectations regarding such "green" or "social" performance objectives (including those set out under the EU Taxonomy Regulation and any related technical screening criteria, the EU Green Bond Regulation, SFDR – the Sustainable Finance Disclosure Regulation EU 2019/2088 on sustainability related disclosures in the financial services sector – and any implementing legislation and guidelines, or any similar legislation in the United Kingdom) or that any adverse social, green, sustainable and/or other impacts will not occur during the implementation of any green or social or combination of any green and social project. Further, no assurance can be given that Eligible Loans (as defined in "Use of Proceeds" section of this Base Prospectus) will meet investor expectations or requirements regarding such "green", "sustainable", "social" or similar labels (including in relation to the EU Taxonomy Regulation and any related technical screening criteria, the EU Green Bond Regulation, SFDR, and any implementing legislation and guidelines, or any similar legislation in the United Kingdom) or any requirements of such labels as they may evolve from time to time. Any Green Bonds issued under the Programme will not be compliant with the EU Green Bond Regulation and are only intended to comply with the requirements and processes in the Green, Social and Sustainability Bond Framework. It is not clear if the establishment under the EU Green Bond Regulation of the EuGB label and the optional disclosures templates for bonds marketed as "environmentally sustainable" could have an impact on investor demand for, and pricing of, green use of proceeds bonds that do not comply with the requirements of the EuGB label or the optional disclosures templates, such as the Green Bonds issued under this Programme. It could result in reduced liquidity or lower demand or could otherwise affect the market price of any Green Bonds issued under this Programme that do not comply with the requirements of the EU Green Bond Regulation.

While it is the intention of the Issuer to apply an amount equivalent to the proceeds of Social Bonds, Green Bonds or Sustainability Bonds in, or substantially in, the manner described in the applicable Final Terms, there can be no assurance that the green, low carbon, social or combination of any green and social projects (either resulting from the original application of the proceeds of the Notes or a subsequent reallocation of such proceeds), as the case may be, will be capable of being implemented in or substantially in such manner and/or in accordance with any timing schedule and that accordingly the proceeds of the relevant Green Bonds, Social Bonds or Sustainability Bonds will be totally or partially disbursed for such projects. Nor can there be any assurance that such green, low carbon, social or combination of any green and social projects will be completed within any specified period or at all or with the results or outcome as originally expected or anticipated by the Issuer, or that the originally designated green, low carbon, social or combination of any green and social project (or any project(s) resulting from any subsequent reallocation of some or all of the proceeds of the relevant Green Bonds, Social Bonds or Sustainability Bonds) will not be disqualified as such.

The Issuer does not undertake to ensure that there are at any time sufficient Eligible Loans to allow for allocation of an amount equal to the net proceeds of the issue of such Green/Social/Sustainability Bonds in full.

An amount equal to the net proceeds of the issue of any Green/Social/Sustainability Bonds which, from time to time, are not allocated as funding for Eligible Loans is intended by the Issuer to be held pending allocation.

The Green, Social and Sustainability Bond Framework may be subject to review and change and may be amended, updated, supplemented, replaced and/or withdrawn from time to time and any subsequent version(s) may differ from any description given in this Base Prospectus. A withdrawal of the Green, Social and Sustainability Bond Framework may affect the value of such Green Bonds, Social Bonds or Sustainability Bonds and/or may have consequences for certain investors with portfolio mandates to invest in green or social or sustainable assets. The Green, Social and Sustainability Bond Framework does not form part of, nor is incorporated by reference, in this Base Prospectus.

No assurance of suitability or reliability of any Second Party Opinion or any other opinion or certification of any third party relating to any Green/Social/Sustainability Bonds

Furthermore, it should be noted that in connection with the issue of Green Bonds, Social Bonds and Sustainability Bonds, the Issuer may request a sustainability rating agency or sustainability consulting firm to issue a second-party opinion confirming that the relevant green and/or low carbon and/or social and/or combination of any green and social project, as the case may be defined in accordance with the broad categorisation of eligibility for green, social and combination of any green and social projects set out in the GBP, the SBP and the SBG and/or a second-party opinion regarding the suitability of the Notes as an investment in connection with certain environmental, sustainability or social projects (any such second-party opinion, a "**Second-party Opinion**").

A Second-party Opinion may not reflect the potential impact of all risks related to the structure, market, additional risk factors discussed above and other factors that may affect the value of the Notes or the projects financed or refinanced toward an amount corresponding the net proceeds of the relevant issue of Green Bonds, Social Bonds or Sustainability Bonds. A Second-party Opinion would not constitute a recommendation to buy, sell or hold the relevant Green Bonds or Social Bonds or Sustainability Bonds and would only be current as of the date it is released. The criteria and/or considerations that formed the basis of the Second Party Opinion and any other such opinion or certification may change at any time and the Second Party Opinion may be amended, updated, supplemented, replaced and/or withdrawn. A withdrawal of the Second-party Opinion may affect the value of such Green Bonds, Social Bonds or Sustainability Bonds and/or may have consequences for certain investors with portfolio mandates to invest in green or social or sustainable assets. No representation or assurance is given as to the suitability or reliability of any Second-party Opinion, or certification of any third party made available in connection with an issue of Notes issued as "Green Bonds", "Social Bonds" or "Sustainability Bonds". For the avoidance of doubt, any such Second-party Opinion or certification is not incorporated in this Base Prospectus. Any such Second-party Opinion or certification is not a recommendation by the Issuer or any other person to buy, sell or hold any such Notes and is current only as of the date it was issued. As at the date of this Base Prospectus, the providers of any such Second-party Opinion and certifications are not subject to any specific regulatory or other regime or oversight. Prospective investors must determine for themselves the relevance of any such Second-party Opinion or certification and/or the information contained therein.

No assurance that Green/Social/Sustainability Bonds will be admitted to trading on any dedicated "green", "sustainable", "social" (or similar) segment of any stock exchange or market, or that any admission obtained will be maintained

In the event that any such Notes are listed or admitted to trading on a dedicated "green", "sustainable", "social" or other equivalently labelled segment of a stock exchange or securities market, no representation or assurance is given by the Issuer or any other person that such listing or admission satisfies any present or future investment criteria or guidelines with which such investor is required, or intends, to comply. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. No representation or assurance is given or made by the Issuer or any other person that any such listing or admission to trading will be obtained in respect of any such Notes or that any such listing or admission to trading will be maintained during the life of the Notes.

No breach of contract or Event of Default

None of a failure by the Issuer to: allocate the proceeds of any Notes issued as Green Bonds, Social Bonds or Sustainability Bonds or to comply with their reporting obligations; or to obtain any assessment, opinion or

certification, including the Second-party Opinion in relation to Green Bonds, Social Bonds or Sustainability Bonds; or any actual or potential maturity mismatch between the green, social or sustainable asset(s) towards which proceeds of the Notes may have been applied and the relevant Notes; or the failure of the Notes issued as Green Bonds, Social Bonds or Sustainability Bonds to meet investors' expectations or requirements regarding such "green", "sustainable", "social" or similar labels (including in relation to the EU Taxonomy Regulation and any related technical screening criteria, the EU Green Bond Regulation, SFDR, and any implementing legislation and guidelines, or any similar legislation in the United Kingdom) will: (i) give rise to any claim of a Noteholder against the Issuer; (ii) constitute an Event of Default under the relevant Notes or result in the acceleration of the Notes; (iii) lead to an obligation of the Issuer to redeem such Notes or be a relevant factor for the Issuer in determining whether or not to exercise any optional redemption rights in respect of any Notes; (iv) affect the qualification of such Notes as *strumenti di debito chirografario di secondo livello*, Tier 2 Capital or as eligible liabilities instruments (as applicable) or impact any of the features of such Notes, including (without limitation, as applicable) features relating to ranking, permanence, loss absorption and/or flexibility of payments; (v) have any impact on the status of the Notes as indicated in Condition 4 of the Terms and Conditions of the Notes; or (vi) prevent the applicability of the Bail-In Power (or any other provision of the Applicable Banking Regulations).

The performance of any Green Bonds, Social Bonds or Sustainability Bonds is not linked to the performance of the relevant Eligible Loans or the performance of the Issuer in respect of any environmental or similar targets. For the avoidance of doubt, neither the proceeds of any Green Bonds, Social Bonds or Sustainability Bonds nor any amount equal to such proceeds will be segregated by the Issuer from its capital and other assets and payments of principal and interest and the operation of any other features (as the case may be) on the relevant Green Bonds, Social Bonds or Sustainability Bonds shall not depend on the performance of the relevant project nor have any preferred or any other right against the green, social or sustainable assets towards which proceeds of the Notes are to be applied.

Regardless of their "green", "social" or "sustainable" or such other equivalent label, Green Bonds, Social Bonds or Sustainability Bonds, as any other Notes, will be fully subject to the application of CRR eligibility criteria and BRRD requirements for own funds and eligible liabilities instruments (including the application of mandatory write-down or conversion to equity in the event a resolution procedure is initiated in respect of the Group (including the Issuer) and, with respect to Notes qualifying as Tier 2 Capital, even before the commencement of any such procedure if certain conditions are met), the Notes (or the proceeds thereof) will be available to absorb all losses (whether or not related to any green, social or sustainable assets towards which proceeds of the relevant Notes may have been applied or, if relevant, reallocated) in accordance with their terms (if applicable) or the Applicable Banking Regulations and, as such, proceeds from Green Bonds, Social Bonds or Sustainability Bonds qualifying as own funds or eligible liabilities should cover all losses in the balance sheet of the Issuer. The fact that such Notes are designated as Green Bonds, Social Bonds or Sustainability Bonds does not provide their holders with any priority compared to other Notes and such Notes will be subject to the same risks relating to their level of subordination and the enforcement rights of the holders of the Notes will be equally extremely limited.

Any event described above or failure to apply the proceeds of the issue of the Notes for any green, social or combination of any green and social projects as aforesaid may have a material adverse effect on the value of the Notes and/or result in adverse consequences for, amongst others, investors with portfolio mandates to invest in securities to be used for a particular purpose. Any failure by the Issuer to comply with their reporting obligations in relation to Green Bonds, Social Bonds or Sustainability Bonds, as applicable, will not constitute an Event of Default under the relevant Notes.

ESG Ratings

ESG ratings may vary amongst ESG ratings agencies as the methodologies used to determine ESG ratings may differ. The Issuer's ESG ratings are not necessarily indicative of its current or future operating or financial performance, or any future ability to service the Notes and are only current as of the dates on which they were initially issued. ESG ratings shall not be deemed to be a recommendation to buy, sell or hold the Notes. Currently, the providers of such ESG ratings are not subject to any regulatory or other similar oversight in respect of their determination and award of ESG ratings. Prospective investors must determine for themselves the relevance of any such ESG rating information contained in this Base Prospectus or elsewhere in making an investment decision.

The market continues to develop in relation to risk-free rates (including overnight rates or backwards looking rates) as reference rates for Floating Rate Notes

The use of risk-free rates – including the Secured Overnight Financing Rate ("SOFR") and the euro short-term rate ("€STR"), as reference rates for Eurobonds continues to develop. This relates not only to the substance of the calculation and the development and adoption of market infrastructure for the issuance and trading of bonds referencing such rates, but also how widely such rates and methodologies might be adopted.

The market or a significant part thereof may adopt an application of risk-free rates that differs significantly from that set out in the Conditions and used in relation to Notes that reference risk-free rates issued under this Programme. The Issuer may in the future also issue Notes referencing SOFR or the SOFR Compounded Index or €STR or the €STR Compounded Index that differ materially in terms of interest determination when compared with any previous Notes issued by it under this Programme. The development of risk-free rates for the Eurobond markets could result in reduced liquidity or increased volatility, or could otherwise affect the market price of any Notes that reference a risk-free rate issued under this Programme from time to time.

In addition, the manner of adoption or application of risk-free rates in the Eurobond markets may differ materially compared with the application and adoption of risk-free rates in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of such reference rates in the bond, loan and derivatives markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes referencing such risk-free rates.

In particular, investors should be aware that several different methodologies have been used in risk-free rate notes issued to date. No assurance can be given that any particular methodology, including the compounding formula in the terms and conditions of the Notes, will gain widespread market acceptance. In addition, market participants and relevant working groups are still exploring alternative reference rates based on risk-free rates, including various ways to produce term versions of certain risk-free rates (which seek to measure the market's forward expectation of an average of these reference rates over a designated term, as they are overnight rates) or different measures of such risk-free rates. International Working Groups have identified various TERM rates (e.g. €STR TERM and SOFR TERM) for EURIBOR and other interbank offered rates. If the relevant risk-free rates do not prove to be widely used in securities like the Notes, the trading price of such Notes linked to such risk-free rates may be lower than those of Notes referencing indices that are more widely used.

Investors should consider these matters when making their investment decision with respect to any Notes which reference SOFR or €STR or any related indices.

Furthermore, interest on Notes which reference a backwards-looking risk-free rate is only capable of being determined immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Notes which reference such risk-free rates reliably to estimate the amount of interest which will be payable on such Notes, and some investors may be unable or unwilling to trade such Notes without changes to their IT systems, both of which could adversely impact the liquidity of such Notes. Further, in contrast to Notes linked to interbank offered rates, if Notes referencing backwards-looking rates become due and payable as a result of an Event of Default under Condition 10 (*Events of Default*) of the Terms and Conditions of the Notes, or are otherwise redeemed early on a date which is not an Interest Payment Date, the final Rate of Interest payable in respect of such Notes shall be determined by reference to a shortened period ending immediately prior to the date on which the Notes become due and payable or are scheduled for redemption.

The administrator of SOFR, €STR or any related indices may make changes that could change the value of SOFR, €STR or any related index, or discontinue SOFR, €STR or any related index

Newer reference rates or any related indices and rates that fall outside the scope of the EU Benchmarks Regulation and UK Benchmarks Regulation may also be subject to changes or discontinuation. For example, the Federal Reserve or Bank of New York (or their successors) and the ECB as administrators of SOFR (and the SOFR Compounded Index) and €STR, respectively, may make methodological or other changes that could change the value of these risk-free rates and/or indices, including changes related to the method by which such risk-free rate is calculated, eligibility criteria applicable to the transactions used to calculate SOFR, €STR or timing related to the publication of SOFR or €STR or any related indices. In addition, the administrator may alter, discontinue or suspend calculation or dissemination of SOFR, €STR or any related index (in which case a fallback method of determining the interest rate on the Notes will apply). The administrator has no obligation

to consider the interests of Noteholders when calculating, adjusting, converting, revising or discontinuing any such risk-free rate.

The regulation and reform of "benchmarks" may adversely affect the value of Notes linked to such "benchmarks"

The Euro Interbank Offered Rate ("EURIBOR") and other interest rates or other types of rates and indices which are deemed to be benchmarks have been the subject to significant regulatory scrutiny and legislative intervention in recent years. This relates not only to creation and administration of benchmarks, but, also, to the use of a benchmark rate. In the EU, for example, Regulation (EU) No. 2016/1011, as amended (the "**EU Benchmarks Regulation**") applies to the provision of, contribution of input data to, and the use of, a benchmark within the EU, subject to certain transitional provisions. Similarly, Regulation (EU) No. 2016/1011 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018, as amended (the "**UK Benchmarks Regulation**") applies to the provision of contribution of input data to, and the use of a benchmark, within the UK, subject to certain transitional provisions. Legislation such as the EU Benchmarks Regulation or the UK Benchmarks Regulation, if applicable, could have a material impact on any Notes linked to EURIBOR or another benchmark rate or index – for example, if the methodology or other terms of the benchmark are changed in the future in order to comply with the terms of the EU Benchmarks Regulation or UK Benchmarks Regulation or other similar legislation, or if a critical benchmark is discontinued or is determined to be by a regulator "no longer representative". Such factors could (amongst other things) have the effect of reducing or increasing the rate or level or may affect the volatility of the published rate or level, of the benchmark. They may also have the effect of discouraging market participants from continuing to administer or contribute to certain "benchmarks", trigger changes in the rules or methodologies used in certain "benchmarks" or lead to the discontinuance or unavailability of quotes of certain "benchmarks".

Although EURIBOR has subsequently been reformed in order to comply with the terms of the EU Benchmarks Regulation, and as a consequence provides compliance with the UK Benchmarks Regulation, it remains uncertain as to how long it will continue in its current form, or whether it will be further reformed or replaced with the €STR, any related index or an alternative benchmark.

It is not possible to predict with certainty whether, and to what extent, EURIBOR will continue to be supported going forwards. This may cause EURIBOR to perform differently than it has done in the past and may have other consequences which cannot be predicted. Such factors may have (without limitation) the following effects on certain benchmarks: (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or methodologies used in the benchmark and/or (iii) leading to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark.

The Terms and Conditions of the Notes provide that (other than in respect of Notes for which SOFR is specified as the Reference Rate in the relevant Final Terms), if the Issuer determines that a Benchmark Event (as defined in the Conditions) has occurred (including, but not limited to, a Reference Rate (as defined in the Conditions) ceasing to be provided or upon a material change of a Reference Rate if applicable), the Issuer shall notify the Paying Agent, Calculation Agent and the Noteholders of the occurrence of such Benchmark Event and shall use reasonable endeavours to appoint an Independent Adviser for the purposes of determining a Successor Rate or an Alternative Benchmark Rate (as further described in Condition 6(f) (*Benchmark Replacement*) of the Terms and Conditions of the Notes and, if applicable, an Adjustment Spread. Please refer to Condition 2 (*Definitions and Interpretation*) of the Terms and Conditions of the Notes for the full definition of a Benchmark Event.

If the Issuer is unable to appoint an Independent Adviser or if the Independent Adviser and the Issuer cannot agree upon, or cannot select, the Successor Rate or Alternative Benchmark Rate, the Issuer may determine the replacement rate, provided that if the Issuer is unable or unwilling to determine the Successor Rate or Alternative Benchmark Rate, the further fallbacks described in the Terms and Conditions of the Notes shall apply. In certain circumstances, including but not limited to where the Issuer is unable or unwilling to determine an Alternative Benchmark Rate and Alternative Relevant Screen Page, where (if so specified in the relevant Final Terms) amendments to the terms of the Notes in accordance with Condition 6(f) (*Benchmark Replacement*) of the Terms and Conditions of the Notes would cause the occurrence of a Regulatory Event or

an MREL Disqualification Event (as applicable) or (in the case of Senior Preferred Notes or Senior Non-Preferred Notes only) would result in the Relevant Authority treating an Interest Payment Date as the effective maturity date of the Notes, rather than the relevant Maturity Date, the ultimate fallback for the purposes of calculation of interest for a particular Interest Period may result in the rate of interest of the last preceding Interest Period being used. This may result in effective application of a fixed rate of interest for Notes initially designated to be Floating Rate Notes. In addition, due to the uncertainty concerning the availability of Successor Rates and Alternative Reference Rates and the involvement of an Independent Adviser, the relevant fallback provisions may not operate as intended at the relevant time.

In addition, in relation to Notes for which SOFR is specified as the Reference Rate in the relevant Final Terms, if the Issuer determines on or prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes in respect of all determinations on such date and for all determinations on all subsequent dates. In connection with the implementation of a Benchmark Replacement, the Issuer will have the right to make Benchmark Replacement Conforming Changes from time to time, without any requirement for the consent or approval of the Noteholders, all as described and as such terms are defined in Condition 6(d) (*Interest – Floating Rate Notes referencing SOFR (Screen Rate Determination)*) of the Terms and Conditions of the Notes.

The use of a Successor Rate or an Alternative Benchmark Rate may result in interest payments that are substantially lower than or that do not otherwise correlate over time with the payments that could have been made on the Notes if the relevant benchmark remained available in its current form. Furthermore, if the Issuer is unable to appoint an Independent Adviser or if the Issuer fails to agree a Successor Rate or an Alternative Benchmark Rate or adjustment spread, if applicable with the Independent Adviser, the Issuer may have to exercise its discretion to determine (or to elect not to determine) an Alternative Benchmark Rate or adjustment spread, if applicable in a situation in which it is presented with a conflict of interest. In addition, while any Adjustment Spread may be expected to be designed to eliminate or minimise any potential transfer of value between counterparties, the application of the Adjustment Spread to the Notes may not do so and may result in the Notes performing differently (which may include payment of a lower interest rate) than they would do if the Reference Rate were to continue to apply in its current form.

Investors should consult their own independent advisers and make their own assessment about the potential risks arising from any of the international or national reforms and the possible application of the benchmark replacement provisions of the Notes, investigations and licensing issues in making any investment decision with respect to the Notes linked to or referencing such a "benchmark".

Redemption for tax or regulatory reasons

The redemption for tax or regulatory reason feature is likely to limit the market value of the Notes, as during any period when the Issuer may, or is perceived to be able to, elect to redeem the Notes, the market value of the Notes generally will not rise substantially above the price at which they can be redeemed.

In the event that the Issuer would be obliged to pay additional amounts in respect of any Notes due to any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of Italy or any political subdivision thereof or any authority therein or thereof having power to tax, the Issuer may redeem all outstanding Notes in accordance with the Conditions.

In addition, the Issuer may, at its option (if so specified in the relevant Final Terms), redeem the Notes for regulatory reasons, as described in further detail in "*Regulatory classification of Subordinated Notes – The Subordinated Notes may be redeemed after a Regulatory Event*" below. In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Notes and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in the light of other investments available at that time.

If the Issuer has the right to redeem any Notes at its option, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return.

An optional redemption feature of Notes is likely to limit their market value. During any period when the Issuer may elect to redeem Notes or is perceived to be able to redeem the Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period. The Issuer may redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Risks relating to Senior Preferred Notes

Senior Preferred Notes could be subject to redemption following a MREL Disqualification Event

If so specified in the Final Terms, if at any time an MREL Disqualification Event occurs and is continuing in relation to any Series of Senior Preferred Notes, the Issuer may redeem all, but not some only, the Notes of such Series at the Early Redemption Amount set out in the applicable Final Terms, together with any outstanding interest. Senior Preferred Notes may only be redeemed by the Issuer subject to compliance by the Issuer with any conditions or restrictions to such redemption or repurchase prescribed by the Applicable Banking Regulations at the relevant time. See "*—Early redemption and purchase of the Senior Preferred Notes may be restricted*", below.

An MREL Disqualification Event shall be deemed to have occurred if, 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 of the Senior Preferred Notes, all or part of the aggregate outstanding nominal amount of such Series of Senior Preferred Notes are or will be excluded fully or partially from the liabilities that are eligible to meet the MREL Requirements.

If the Senior Preferred Notes are to be so redeemed, there can be no assurance that Noteholders will be able to reinvest the amounts received upon redemption at a rate that will provide the same rate of return as their investment in the Senior Preferred Notes.

Early redemption and purchase of the Senior Preferred Notes may be restricted

Any early redemption or purchase of Senior Preferred Notes is subject to compliance by the Issuer with any conditions or restrictions to such redemption or repurchase prescribed by the Applicable Banking Regulations at the relevant time, including any requirements applicable to such redemption or repurchase due to the qualification of such Senior Preferred Notes at such time as liabilities eligible to meet the MREL Requirements.

In addition, under the Applicable Banking Regulation, the early redemption or purchase of Senior Preferred Notes is subject to the prior approval of the Relevant Authority.

The Applicable Banking Regulation states that the Relevant Authority would approve an early redemption of the Senior Preferred Notes in accordance with Article 78a of the CRR in the event either of the following conditions is met:

- (a) on or before such call, redemption, repayment or repurchase (as applicable), the Issuer replaces the Senior Preferred Notes with Own Funds Instruments or Eligible Liabilities Instruments of equal or higher quality at terms that are sustainable for its income capacity; or
- (b) the Issuer has demonstrated to the satisfaction of the Relevant 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 Banking Regulations by a margin that the Relevant Authority considers necessary; or
- (c) the Issuer has demonstrated to the satisfaction of the Relevant 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 Banking Regulations for continuing authorization,
- (d) subject in any event to any different conditions or requirements as may be provided from time to time under the Applicable Banking Regulations.

See "*Risk factors related to the Issuer—Regulatory framework*".

Senior Preferred Notes may be subject to substitution and/or modification without the Noteholder consent

If at any time an MREL Disqualification Event or Alignment Event occurs and is continuing in relation to any Senior Preferred Notes and/or in order to ensure the effectiveness and enforceability of Condition 18 (*Acknowledgment of the Bail-in Power*) of the Terms and Conditions of the Notes with respect to the Senior Preferred Notes, then the Issuer may, subject to giving any notice required to be given to, and receiving any consent required from, the Relevant Authority (without any requirement for the consent or approval of the holders of the Senior Preferred Notes of that Series), at any time vary the terms of such Senior Preferred Notes so that they remain or, as appropriate, become, Qualifying Senior Preferred Notes (as defined below), provided that such variation does not itself give rise to any right of the Issuer to redeem the varied securities.

Qualifying Senior Preferred Notes are securities issued by the Issuer that have terms not materially less favourable to the Noteholders, as reasonably determined by the Issuer, than the terms of the relevant Senior Preferred Notes. However, no assurance can be given as to whether any of these changes will negatively affect any particular Noteholder. However, in respect of the effectiveness and enforceability of Condition 18 (*Acknowledgment of the Bail-in Power*) of the Terms and Conditions of the Notes with respect to the Senior Preferred Notes, the Qualifying Senior Preferred Notes may have terms materially less favourable to a holder of the Senior Preferred Notes, including but not limited to a change in governing law and/or to the jurisdiction. Additionally, there may be material tax consequences for holders of Senior Preferred Notes as a result of such substitution or modification, and holders should consult their own tax advisors regarding such potential consequences.

Risks relating to Senior Non-Preferred Notes

The Senior Non-Preferred Notes are senior non-preferred obligations and are junior to certain obligations

In order to be eligible to meet the requirements and conditions of Articles 12-*bis* and 91, section 1-*bis*, letter c-*bis* of the Consolidated Banking Act and any relevant implementing regulation which may be enacted for such purposes by any Relevant Authority and qualify as eligible liabilities available to meet the MREL Requirements (as defined in the Conditions), Senior Non-Preferred Notes will rank junior to Senior Preferred Notes and any other unsecured and unsubordinated obligations of the Issuer which rank, or are expressed to rank by their terms, senior to the Senior Non-Preferred Notes. As a result, the default risk on the Senior Non-Preferred Notes will be higher than the risk associated with preferred senior debt (such as Senior Preferred Notes) and other senior liabilities (such as wholesale deposits).

Although Senior Non-Preferred Notes may pay a higher rate of interest than comparable Senior Preferred Notes which are not issued on a senior non-preferred basis, there is a greater risk that an investor in Senior Non-Preferred Notes will lose all or some of its investment should the Issuer become insolvent.

Italian law applicable to the Senior Non-Preferred Notes

The Italian law No. 205 of 27 December 2017 (the "**2018 Budget Law**") introduced the possibility for banks and companies belonging to banking groups to issue senior non-preferred securities (the so-called "*strumenti di debito chirografario di secondo livello*").

According to the 2018 Budget Law the requirements for notes to qualify as senior non-preferred securities are as follows:

- (i) the original maturity period is at least equal to twelve months;
- (ii) are not derivative securities or linked to derivative securities, nor include any feature of such derivative securities;
- (iii) the minimum denomination is at least equal to €150,000 (or such other minimum denomination provided by applicable law from time to time); and

- (iv) the prospectus and the agreements regulating the issuance of senior non-preferred securities expressly provide that payment of interests and reimbursement of principal due in respect thereof are subject to the provisions set forth in of Article 91, section 1-*bis*, letter c-*bis* of the Consolidated Banking Act.

According to Article 91, section 1-*bis*, letter c-*bis* of the Consolidated Banking Act, in case an issuer of senior non-preferred securities is subject to compulsory liquidation (*liquidazione coatta amministrativa*) or voluntary liquidation (*liquidazione volontaria*), the relevant payment obligations in respect thereof will rank in right of payment (A) after unsubordinated creditors (including depositors), including claims arising from the excluded liabilities within the meaning of Article 72a(2) of the CRR, (B) at least *pari passu* with all other present and future unsubordinated and non-preferred obligations which do not rank or are not expressed by their terms to rank junior or senior to such senior non-preferred securities and (C) in priority to any present or future claims ranking junior to such senior non-preferred securities and the claims of the shareholders.

Furthermore, Article 12-*bis* of the Consolidated Banking Act also provides that:

- (i) the provisions set forth in Article 91, paragraph 1-*bis*, letter c-*bis* of the Consolidated Banking Act shall apply to such senior non-preferred securities only to the extent that the requirements described in paragraphs (i), (ii) and (iv) above have been complied with; any contractual provision which does not comply with any of the above requirements is invalid but such invalidity does not imply the invalidity of the entire agreement;
- (ii) the senior non-preferred securities, once issued, may not be amended in a manner that the requirements described in paragraphs (i), (ii) and (iv) above are not complied with and that any different contractual provision is null and void; and
- (iii) the Bank of Italy may enact further regulation providing for additional requirements in respect of the issuance and the characteristics of senior non-preferred securities.

No interpretation of the application of Articles 12-*bis* and 91, section 1-*bis*, letter c-*bis* of the Consolidated Banking Act has been issued by any Italian court or governmental or regulatory authority and no regulation has been issued by the Bank of Italy in respect thereof so far. Consequently, any prospective investors in the Senior Non-Preferred Notes should be aware that, as at the date of this Base Prospectus, it is not possible to foresee whether further secondary-level regulations or official interpretation relating to the above may be issued in the future and the impact these acts may have on the value of the Senior Non-Preferred Notes.

Moreover, since Italian issuers were not allowed to issue Senior Non-Preferred Notes before the 2018 Budget Law, there was no prior trading history for securities with this ranking. In light of this, the credit ratings assigned to senior non-preferred securities such as the Senior Non-Preferred Notes may change as the rating agencies refine their approaches, and the value of such securities may be particularly volatile as the market continues to familiarise with them. If so, investors may incur losses in respect of their investments in the Senior Non-Preferred Notes.

The Senior Non-Preferred Notes are complex instruments that may not be suitable for certain investors

Senior Non-Preferred Notes are novel and complex financial instruments and may not be a suitable investment for certain investors. Each potential investor in the Senior Non-Preferred Notes should determine the suitability of such investment in light of its own circumstances and have sufficient financial resources and liquidity to bear the risks of an investment in the Senior Non-Preferred Notes, including the possibility that the entire principal amount of the Senior Non-Preferred Notes could be lost. A potential investor should not invest in the Senior Non-Preferred Notes unless it has the knowledge and expertise (either alone or with a financial advisor) to evaluate how the Senior Non-Preferred Notes will perform under changing conditions, the resulting effects on the market value of the Senior Non-Preferred Notes, and the impact of this investment on the potential investor's overall investment portfolio.

Qualification of Senior Non-Preferred Notes as "strumenti di debito chirografario di secondo livello"

The intention of the Issuer is for Senior Non-Preferred Notes to qualify on issue as "*strumenti di debito chirografario di secondo livello*" as defined under, and for the purposes of, Articles 12-*bis* and 91, section 1-*bis*, letter c-*bis* of the Consolidated Banking Act and any relevant implementing regulation which may be enacted for such purposes by any Relevant Authority and qualify as eligible liabilities available to meet the

MREL Requirements (as defined in the Conditions). Current regulatory practice by the Bank of Italy (acting as lead regulator) does not require (or customarily provide) a confirmation prior to the issuance of the Senior Non-Preferred Notes that the Senior Non-Preferred Notes will comply with such provisions.

Although it is Issuer's expectation that the Senior Non-Preferred Notes qualify as "*strumenti di debito chirografario di secondo livello*" as defined under, and for the purposes of, Articles 12-*bis* and 91, section 1-*bis*, letter c-*bis* of the Consolidated Banking Act and any relevant implementing regulation which may be enacted for such purposes by any Relevant Authority and qualify as eligible liabilities available to meet the MREL Requirements (as defined in the Conditions) there can be no representation that this is or will remain the case during the life of the Senior Non-Preferred Notes.

It is possible that, over time, the value of senior non-preferred securities such as the Senior Non-Preferred Notes will be lower than those expected by investors at the time of issuance of the Senior Non-Preferred Notes. If so, investors may incur losses in respect of their investments in the Senior Non-Preferred Notes.

Senior Non-Preferred Notes could be subject to redemption following an MREL Disqualification Event

If so specified in the Final Terms, if at any time an MREL Disqualification Event occurs and is continuing in relation to any Series of Senior Non-Preferred Notes, the Issuer may redeem all, but not some only, the Notes of such Series at the Early Redemption Amount set out in the applicable Final Terms, together with any outstanding interest. Senior Non-Preferred Notes may only be redeemed by the Issuer subject to compliance by the Issuer with any conditions or restrictions to such redemption or repurchase prescribed by the Applicable Banking Regulations at the relevant time. See "*—Early redemption and purchase of the Senior Non-Preferred Notes may be restricted*" below.

An MREL Disqualification Event shall be deemed to have occurred if, 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 of the Senior Non-Preferred Notes, all or part of the aggregate outstanding nominal amount of such Series of Senior Non-Preferred Notes are or will be excluded fully or partially from the liabilities that are eligible to meet the MREL Requirements.

If the Senior Non-Preferred Notes are to be so redeemed, there can be no assurance that Noteholders will be able to reinvest the amounts received upon redemption at a rate that will provide the same rate of return as their investment in the Senior Non-Preferred Notes.

Early redemption and purchase of the Senior Non-Preferred Notes may be restricted

Any early redemption or purchase of Senior Non-Preferred Notes is subject to compliance by the Issuer with any conditions or restrictions to such redemption or repurchase prescribed by the Applicable Banking Regulations at the relevant time, including any requirements applicable to such redemption or repurchase due to the qualification of such Senior Non-Preferred Notes at such time as liabilities eligible to meet the MREL Requirements.

In addition, under the Applicable Banking Regulation, the early redemption or purchase of Senior Non-Preferred Notes is subject to the prior approval of the Relevant Authority.

The Applicable Banking Regulation states that the Relevant Authority would approve an early redemption of the Senior Non-Preferred Notes in accordance with Article 78a of the CRR in the event either of the following conditions is met:

- (a) on or before such call, redemption, repayment or repurchase (as applicable), the Issuer replaces the Senior Non-Preferred Notes with Own Funds Instruments or Eligible Liabilities Instruments of equal or higher quality at terms that are sustainable for its income capacity; or
- (b) the Issuer has demonstrated to the satisfaction of the Relevant 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 Banking Regulations by a margin that the Relevant Authority considers necessary; or
- (c) the Issuer has demonstrated to the satisfaction of the Relevant 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 Banking Regulations for continuing authorization,

- (d) subject in any event to any different conditions or requirements as may be provided from time to time under the Applicable Banking Regulations.

See "*Risk factors related to the Issuer — Regulatory framework*".

Senior Non-Preferred Notes may be subject to substitution and modification without the Noteholder consent

If at any time an MREL Disqualification Event or an Alignment Event occurs and is continuing in relation to any Senior Non-Preferred Notes and/or in order to ensure the effectiveness and enforceability of Condition 18 (*Acknowledgment of the Bail-in Power*) of the Terms and Conditions of the Notes, then the Issuer may, subject to giving any notice required to be given to, and receiving consent from, the Relevant Authority (without any requirement for the consent or approval of the holders of the Senior Non-Preferred Notes of that Series), at any time vary the terms of such Senior Non-Preferred Notes so that they remain or, as appropriate, become, Qualifying Senior Non-Preferred Notes (as defined below), *provided that* such variation or substitution does not itself give rise to any right of the Issuer to redeem the varied or substituted securities.

Qualifying Senior Non-Preferred Notes are securities issued by the Issuer that have terms not materially less favourable to the Noteholders, as reasonably determined by the Issuer, than the terms of the relevant Senior Non-Preferred Notes. However, no assurance can be given as to whether any of these changes will negatively affect any particular Noteholder. However, in respect of the effectiveness and enforceability of Condition 18 (*Acknowledgment of the Bail-in Power*) of the Terms and Conditions of the Notes, the Qualifying Senior Non-Preferred Notes may have terms materially less favourable to a holder of the Senior Non-Preferred Notes, including but not limited to a change in governing law and/or to the jurisdiction. Additionally, there may be material tax consequences for holders of Senior Non-Preferred Notes as a result of such substitution or modification, and holders should consult their own tax advisors regarding such potential consequences.

Risks related to Subordinated Notes

Subordinated Notes are subordinated obligations

If Intesa Sanpaolo is declared insolvent and a winding up is initiated or in the event that the Issuer becomes subject to an order for *Liquidazione Coatta Amministrativa*, as defined in the Consolidated Banking Act, it will be required to pay the holders of senior debt and meet its obligations to all its other creditors (including unsecured creditors) in full before it can make any payments on Subordinated Notes. If this occurs, there could be an impact on the timing of payment of the amounts due under the relevant Subordinated Notes or Intesa Sanpaolo may not have enough assets remaining after these payments to pay amounts due under such Notes.

Furthermore, the BRRD provides for a Member State as a last resort, after having assessed and applied the resolution tools (including the general bail-in tool) to the maximum extent practicable whilst maintaining financial stability, to be able to provide extraordinary public financial support through additional financial stabilisation tools. These consist of the public equity support and temporary public ownership tools. Any such extraordinary financial support must be provided in accordance with the burden sharing requirements of the EU state aid framework and the BRRD. 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 recapitalisation EU state aid rules require that shareholders and junior bond holders (such as holders of the Subordinated Notes) contribute to the costs of restructuring.

As a result, Subordinated Notes may be subject to a partial or full write-down or conversion to Common Equity Tier 1 instruments of the Issuer or one of the Group's entities or another institution. Accordingly, trading behaviour may also be affected by the threat that non-viability loss absorption (or the general bail-in tool) may be applied to Subordinated Notes or the burden sharing requirements of the EU state aid framework and the BRRD may be applied and, as a result, Subordinated Notes are not necessarily expected to follow the trading behaviour associated with other types of securities. Noteholders should consider the risk that they may lose all of their investment, including the principal amount plus any accrued interest if the non-viability loss absorption

(or the general bail-in tool) is applied to the Subordinated Notes or the burden sharing requirements of the EU state aid framework and the BRRD are applied or that such Subordinated Notes may be converted into ordinary shares which ordinary shares may be of little value at the time of conversion.

Italian Legislative Decree No. 193 of 8 November 2021 implementing BRRD II in Italy and published on 30 November 2021 in the *Gazzetta Ufficiale* has transposed the Italian legislation Article 48(7) of BRRD II under Article 91, paragraph 1-*bis*), letter *c-ter*) of the Consolidated Banking Act. Such provisions states that (i) if an instrument is only partly recognised as an own funds item, the whole instrument shall be treated in insolvency as a claim resulting from an own funds item and shall rank lower than any claim that does not result from an own funds item and (ii) if an instrument is fully disqualified as own funds item, it would cease to be treated as a claim resulting from an own funds item in insolvency and, consequently, would improve their ranking with respect to any claim that results from an own funds item (such as the Subordinated Notes). In light of this provision, if certain Subordinated Notes of the Issuer (which qualify or qualified at any time either in whole or in part as Own Funds items) were to be disqualified in full as Own Funds items in the future, their ranking would improve compared to Subordinated Notes which at the relevant time qualify as Own Funds items (in whole or in part) and would rank *pari passu* with Subordinated Notes which at the relevant time are not qualified in whole or in part as Own Funds items. In the event of a liquidation or bankruptcy of the Issuer, the Issuer would, *inter alia*, be required to pay subordinated creditors of the Issuer, including those whose claims arise from liabilities that no longer fully or partially are recognised as an own funds instrument, in full before it can make any payments on the Subordinated Notes which, at the relevant time, qualify as Own Funds items (in whole or in part).

For a full description of the provisions relating to Subordinated Notes, see Condition 4(c) (*Status – Subordinated Notes*) of the Terms and Conditions of the Notes.

Subordinated Notes may be subject to loss absorption on any application of the general bail-in-tool or at the point of non-viability of the Issuer

Investors should be aware that, in addition to the general bail-in tool, the BRRD contemplates that Subordinated Notes may be subject to a write-down or conversion into common shares at the point of non-viability. The BRRD is intended to enable a range of actions to be taken in relation to credit institutions and investment firms considered to be at risk of failing. The implementation of the BRRD or the taking of any action under it could materially affect the value of any Subordinated Notes. Additionally, there may be material tax consequences for holders of Subordinated Notes as a result of such write-down or conversion, and holders should consult their own tax advisors regarding such potential consequences.

Regulatory classification of Subordinated Notes – The Subordinated Notes may be redeemed after a Regulatory Event

The intention of the Intesa Sanpaolo is for Subordinated Notes to qualify on issue as "Tier 2 Capital", for regulatory capital purposes.

Although it is Intesa Sanpaolo's expectation that the Notes qualify as "Tier 2 Capital", there can be no representation that this is or will remain the case during the life of the Notes or that the Notes will be grandfathered under the implementation of future EU capital requirement regulations. If the Notes are not grandfathered, or for any other reason cease to qualify, as "Tier 2 Capital", Intesa Sanpaolo will (if so specified in the applicable Final Terms) have the right to redeem the Notes in accordance with Condition 7(f) (*Redemption of Subordinated Notes for regulatory reasons (Regulatory Call)*) of the Terms and Conditions of the Notes, subject to the prior approval of the Relevant Authority. There can be no assurance that holders of such Notes will be able to reinvest the amounts received upon redemption at a rate that will provide the same rate of return as their investments in the relevant Notes, as the case may be, see "*Early Redemption of the Subordinated Notes may be restricted*" below.

Early Redemption of the Subordinated Notes may be restricted

The rules under the CRR prescribe certain conditions for the granting of permission by the Relevant Authority to a request by the Issuer to redeem or repurchase the Subordinated Notes. In this respect, the CRR provides that the Relevant Authority shall grant permission to a redemption or repurchase of the Subordinated Notes (in each case, subject to and in accordance with, the Applicable Banking Regulations, including Articles 77 and 78 of the CRR, as amended or replaced from time to time) provided that either of the following conditions is met, as applicable to the Notes:

- (i) on or before such call, redemption, repayment or repurchase (as applicable), the Issuer replaces the Notes with Own Funds 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 Relevant Authority that its Own Funds would, following such call, redemption, repayment or repurchase, exceed the capital requirements laid down in the Applicable Banking Regulations by a margin that the Relevant Authority considers necessary.

In addition, the rules under the CRR provide that the Relevant Authority may only permit the Issuer to redeem the Subordinated Notes before five years after the Issue Date of the Notes if and to the extent required under Article 78(4) of the CRR or the related implementing regulations, policies and guidelines:

- (i) the conditions listed in paragraphs (i) or (ii) above are met; and
- (ii) in the case of redemption pursuant to Condition 7(b) (Redemption for tax reasons) of the Terms and Conditions of the Notes, the Issuer has demonstrated to the satisfaction of the Relevant Authority that the change in the applicable tax treatment of the Notes is material and was not reasonably foreseeable as of the Issue Date; or
- (iii) in case of redemption pursuant to Condition 7(f) (Redemption of Subordinated Notes for regulatory reasons (Regulatory Call)) of the Terms and Conditions of the Notes, the Issuer has demonstrated to the satisfaction of the Relevant Authority that the change in the regulatory classification of the Notes was not reasonably foreseeable as of the Issue Date; or
- (iv) on or before the relevant call, redemption, repayment or repurchase, the Issuer replaces the Notes with Own Funds instruments of equal or higher quality at terms that are sustainable for its income capacity and the Relevant Authority has permitted that action on the basis of the determination that it would be beneficial from a prudential point of view and justified by exceptional circumstances; or
- (v) the Subordinated Notes are repurchased for market making purposes,

subject in any event to any different conditions or requirements as may be provided from time to time under the Applicable Banking Regulations.

Subordinated Notes may be subject to substitution and modification without Noteholder consent

If at any time a Tax Event, an Alignment Event or a Regulatory Event occurs and/or in order to ensure the effectiveness and enforceability of Condition 18 (*Acknowledgment of the Bail-in Power*) of the Terms and Conditions of the Notes, then the Issuer may, subject to giving any notice required to, and receiving consent from, the Relevant Authority (without any requirement for the consent or approval of the holders of Subordinated Notes of that Series), elect to modify the terms of all (but not only some) of such Subordinated Notes so that they become or remain Qualifying Subordinated Securities, *provided that* such variation or substitution does not itself give rise to any right of the Issuer to redeem the varied or substituted securities. The Relevant Authority has discretion as to whether or not it will approve any substitution or variation of the Subordinated Notes. Any such substitution or variation which is considered by the Relevant Authority to be material shall be treated by it as the issuance of a new instrument. Therefore, the Subordinated Notes, as so substituted or varied, must be eligible as Tier 2 Capital in accordance with then prevailing Applicable Banking Regulations, which may include a requirement that (save in certain prescribed circumstances) the Subordinated Notes may not be redeemed or repurchased prior to five years after the effective date of such substitution or variation.

Qualifying Subordinated Securities are securities issued directly by the Issuer that have terms not materially less favourable to the Noteholders, as reasonably determined by the Issuer, than the terms of the relevant Subordinated Notes. However, no assurance can be given as to whether any of these changes will negatively affect any particular Noteholder. However, in respect of the effectiveness and enforceability of Condition 18 (*Acknowledgment of the Bail-in Power*) of the Terms and Conditions of the Notes, the Qualifying Subordinated Securities (as defined below) may have terms materially less favourable to a holder of the Subordinated Notes, including but not limited to a change in governing law and/or to the jurisdiction. Additionally, there may be material tax consequences for holders of Subordinated Notes as a result of such substitution or modification, and holders should consult their own tax advisors regarding such potential consequences.

Risks related to the market generally

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

The secondary market generally

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. In addition, the ability of the Distributors to make a market in the Notes may be impacted by changes in regulatory requirements applicable to the marketing, holding and trading of, and issuing quotations with respect to, the Notes. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies, are being issued to a single investor or a limited number of investors or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Notes. In addition, Notes issued under the Programme will not be listed on a stock exchange or regulated market and, as a consequence, pricing information may be more difficult to obtain and the liquidity and market prices of such Notes may be adversely affected. In an illiquid market, an investor might not be able to sell his Notes at any time at fair market prices. The possibility to sell the Notes might additionally be restricted by country specific reasons. In addition, liquidity may be limited if the Issuer makes large allocations to a limited number of investors.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency-equivalent value of the principal payable on the Notes and (3) the Investor's Currency-equivalent market value of the Notes. Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Interest rate risks

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Notes.

Legal investment considerations may restrict certain investments

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

INFORMATION INCORPORATED BY REFERENCE

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

- (i) the English translation of the audited consolidated annual financial statements of the Intesa Sanpaolo Group as at and for the year ended 31 December 2023 (the "**2023 Audited Financial Statements**"), as shown in the Intesa Sanpaolo Group 2023 Annual Report:

https://group.intesasanpaolo.com/content/dam/portalgroup/repository-documenti/investor-relations/bilanci-relazioni-en/2023/2023_Annual_report.pdf;

- (ii) the English translation of the audited consolidated annual financial statements of the Intesa Sanpaolo Group as at and for the year ended 31 December 2024 (the "**2024 Audited Financial Statements**"), as shown in the Intesa Sanpaolo Group 2024 Annual Report:

https://group.intesasanpaolo.com/content/dam/portalgroup/repository-documenti/investor-relations/Contenuti/2024_Annual_report.pdf

- (iii) the English translation of the unaudited half-yearly condensed consolidated financial statements of the Intesa Sanpaolo Group as at and for the six months ended 30 June 2025 (the "**2025 Unaudited Half-Yearly Financial Statements**"), as shown in the Intesa Sanpaolo Group 2025 Half-yearly Report:

https://group.intesasanpaolo.com/content/dam/portalgroup/repository-documenti/investor-relations/bilanci-relazioni-en/2025/30062025_Half-yearly_report.pdf;

- (iv) the English translation of the unaudited interim consolidated financial statements of the Intesa Sanpaolo Group as at 30 September 2025 (the "**Interim Statement as at 30 September 2025**"):

https://group.intesasanpaolo.com/content/dam/portalgroup/repository-documenti/investor-relations/bilanci-relazioni-en/2025/30092025_Interim_statement.pdf.

This Base Prospectus will be available, in electronic format, on the following website: <https://group.intesasanpaolo.com/en/investor-relations/prospectus/international-issue-documents/mtn>.

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 not incorporated by reference and 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.

Intesa Sanpaolo 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 takes responsibility for the accuracy of such translations.

Cross-reference list

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

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FURTHER PROSPECTUSES AND SUPPLEMENTS

The Issuer will prepare a new Base Prospectus setting out the changes in the operations and financial conditions of the Issuer at least every year after the date of this Base Prospectus and each subsequent Base Prospectus.

If at any time during the duration of the Programme there is a significant new factor, material mistake or material inaccuracy relating to the information contained in this Base Prospectus which is capable of affecting the assessment of the Notes, the Issuer shall prepare and publish a supplement to this Base Prospectus in accordance with Article 23 of the Prospectus Regulation or a new Base Prospectus for use in connection with any subsequent offering of Notes. Any supplement to this Base Prospectus or a new Base Prospectus shall be approved by CONSOB.

In addition, the Issuer may issue Notes in a form not contemplated in "*Form of Final Terms*" on pages 85 to 96. To this extent, and/or to the extent that the information relating to that Tranche of Notes constitutes a significant new factor in relation to the information contained in this Base Prospectus, a separate prospectus specific to such Tranche (a "**Drawdown Prospectus**") will be made available and will contain such information. Each Drawdown Prospectus will be constituted either (1) by a single document containing the necessary information relating to the Issuer and the relevant Notes or (2) pursuant to Article 6.3 of the Prospectus Regulation, by a registration document containing the necessary information relating to the Issuer, a securities note containing the necessary information relating to the relevant Notes and, if necessary, a summary note. In the case of a Tranche of Notes which is the subject of a Drawdown Prospectus, references in this Base Prospectus to information specified or identified in the Final Terms shall (unless the context requires otherwise) be read and construed as information specified or identified in the relevant Drawdown Prospectus.

FORMS OF THE NOTES

The Notes will be held in dematerialised form on behalf of the beneficial owners thereof, from their date of issue until their redemption or cancellation thereof, by Monte Titoli, for the account of the relevant Monte Titoli Account Holders. The expression "Monte Titoli Account Holder" means any authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Monte Titoli.

Noteholders in relation to any Notes means the legal and beneficial owners of the Notes evidenced in book entry form in the accounts of such legal and beneficial owners held with the relevant Monte Titoli Account Holder with Monte Titoli pursuant to the relevant provisions of the Financial Services Act and in accordance with the CONSOB and Bank of Italy Joint Regulation.

The Notes will at all times be held in book entry form and title to the Notes will be evidenced by, and title to the Notes will be established or transferred by way of, book entries pursuant to the relevant provisions of the Financial Services Act and in accordance with the CONSOB and Bank of Italy Regulation. No physical document of title will be issued in respect of the Notes. However, the Noteholders may ask the relevant intermediaries for certification evidencing their holding pursuant to Article 83-quinquies and 83-sexies of the Financial Services Act.

Payment of principal and interest in respect of the Notes will be credited, according to the instructions of Monte Titoli, by the Paying Agent for the Notes to the accounts of the Monte Titoli Account Holders whose accounts with Monte Titoli are credited with those Notes and thereafter credited by such Monte Titoli Account Holders to the accounts of the beneficial owners of those Notes, in accordance with the rules and procedures of Monte Titoli.

While all the Notes are held through Monte Titoli, notices to Noteholders may be given by delivery of the relevant notice to Monte Titoli, in any case, such notices shall be deemed to have been given to the Noteholders, in accordance with the Terms and Conditions of the Notes, on the date of delivery to Monte Titoli.

TERMS AND CONDITIONS

The following is the text of the terms and conditions which, as completed by the relevant Final Terms, will be applicable to each Series of Notes issued under the Programme.

Any reference in these Conditions to "**Noteholders**" or "**Holder**s" in relation to any Notes shall mean the legal and beneficial owners of the Notes evidenced in book entry form in the accounts of such legal and beneficial owners held with the relevant Monte Titoli Account Holder (as defined below) with Euronext Securities Milan (the commercial name of Monte Titoli S.p.A., with registered office and principal place of business at Piazza degli Affari 6, 20123 Milan, Italy ("**Monte Titoli**") pursuant to the relevant provisions of Legislative Decree No. 58 of 24 February 1998, as amended (the "**Financial Services Act**") and in accordance with the CONSOB and Bank of Italy Joint Regulation dated 13 August 2018, as subsequently amended and supplemented from time to time (the "**CONSOB and Bank of Italy Joint Regulation**"). No physical document of title will be issued in respect of the Notes; however, the Noteholders may ask the relevant intermediaries for certification evidencing their holding pursuant to Articles 83-quinquies and 83-sexies of the Financial Services Act.

1. Introduction

- (a) *Programme*: Intesa Sanpaolo S.p.A. acting through its Turin head office as Issuer ("**Intesa Sanpaolo**" or the "**Issuer**") have established a Euro Medium Term Note Programme (the "**Programme**") for the issuance of up to €6,000,000,000 in aggregate principal amount of notes. Under the Programme, Intesa Sanpaolo may issue notes in dematerialised form (the "**Notes**"). The Issuer will also act as paying agent for the Notes (the "**Paying Agent**") save that the Issuer is entitled to appoint a different Paying Agent for the Notes in accordance with Condition 12 (*Paying Agents*). References in these Conditions to "Paying Agent" shall mean, for so long as Intesa Sanpaolo acts as paying agent for the Notes, Intesa Sanpaolo in its capacity as such, or such other party from time to time appointed by the Issuer to act as paying agent for the Notes.
- (b) *Final Terms*: the Notes issued under the Programme are issued in series (each a "**Series**") and each Series may comprise one or more tranches (each a "**Tranche**") of Notes. Each Tranche is the subject of final terms expressed to apply to the Notes (the "**Final Terms**") which complete these terms and conditions (the "**Conditions**"). The terms and conditions applicable to any particular Tranche of Notes are these Conditions as completed by the relevant Final Terms.
- (c) *The Notes*: All subsequent references in these Conditions to Notes are to the Notes which are the subject of the relevant Final Terms. Payment of principal and interest in respect of the Notes will be credited, according to the instructions of Monte Titoli, by the Paying Agent to the accounts of the Monte Titoli Account Holders (as defined below) whose accounts with Monte Titoli are credited with those Notes and thereafter credited by such Monte Titoli Account Holders to the accounts of the beneficial owners of those Notes, in accordance with the rules and procedures of Monte Titoli. No physical document of title will be issued in respect of Notes. In these Conditions, the expression "**Monte Titoli Account Holder**" means any authorised financial intermediary institution entitled to hold accounts on behalf of their customers with Monte Titoli.

2. Definitions and Interpretation

- (a) *Definitions*: In these Conditions the following expressions have the following meanings:
 - "**Additional Business Centre(s)**" means the city or cities specified as such in the relevant Final Terms;
 - "**Additional Financial Centre(s)**" means the city or cities specified as such in the relevant Final Terms;
 - "**Additional Tier 1 Capital**" has the meaning given to such term (or any other equivalent or successor term) in the Applicable Banking Regulations;
 - "**Adjustment Spread**" means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser determines is required to be applied to the relevant Successor Rate or the relevant Alternative Benchmark Rate (as

the case may be) and is the spread, formula or methodology which is notified by the Issuer to the Paying Agent and Calculation Agent as being:

- (i) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (ii) (if no such recommendation has been made, or in the case of an Alternative Benchmark Rate), the Independent Adviser, determines and notifies the Paying Agent and the Calculation Agent is customarily applied to the relevant Successor Rate or Alternative Benchmark Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Reference Rate; or
- (iii) (if no such recommendation has been made) the Independent Adviser determines, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Benchmark Rate (as the case may be); or
- (iv) (if the Independent Adviser determines that no such industry standard is recognised or acknowledged) the Independent Adviser determines (acting in good faith and in a commercially reasonable manner) to be appropriate to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders and Monte Titoli as a result of the replacement of the Reference Rate with the Successor Rate or the Alternative Benchmark Rate (as the case may be);

an "**Alignment Event**" will be deemed to have occurred if, as a result of a change in or amendment to the Applicable Banking Regulations or interpretation thereof, at any time after the Issue Date of a relevant Series of Notes, the Issuer would be able to issue (i) in the case such Notes are Senior Preferred Notes or Senior Non-Preferred Notes, an instrument qualifying as Eligible Liabilities Instruments or (ii) in the case such Notes are Subordinated Notes, an instrument qualifying as Tier 2 Capital which, in each case, contains one or more provisions that are, in the reasonable opinion of the Issuer, different in any material respect from those contained in these Conditions;

"**Applicable Banking Regulations**" means at any time the laws, regulations, requirements, guidelines and policies relating to capital adequacy then applicable to the Issuer or the Group (including any applicable transitional provisions) including, without limitation, the BRRD, the BRRD Implementing Decrees, the CRD IV Package, CRD VI, CRR III, the Capital Instruments Regulations, Circular No. 285, the Banking Reform Package, the SRM Regulation and any other regulations, requirements, guidelines and policies relating to capital adequacy then in effect of the Relevant Authority (whether or not such requirements, guidelines or policies have the force of law and whether or not they are applied generally or specifically to the Issuer) or of the institutions of the European Union and standards and guidelines issued by the European Banking Authority;

"**Approved Reorganisation**" means a solvent and voluntary reorganisation involving, alone or with others, the Issuer, and whether by way of consolidation, amalgamation, merger, transfer of all or substantially all of its business or assets, or otherwise *provided that* the principal resulting, surviving or transferee entity (a "**Resulting Entity**") is a banking company and effectively assumes all the obligations of the Issuer under, or in respect of, the Notes;

"**Banking Reform Package**" means: (i) Regulation (EU) 2019/876 of the European Parliament and of the Council of 20 May 2019 amending Regulation (EU) No. 575/2013 as regards the leverage ratio, the net stable funding ratio, requirements for own funds and eligible liabilities, counterparty credit risk, market risk, exposure to central counterparties, exposures to collective investment undertakings, large exposures, reporting and disclosure requirements, and Regulation (EU) No. 648/2012; (ii) Regulation (EU) 2019/877 of the European Parliament and of the Council of 20 May 2019 amending Regulation (EU) No. 806/2014 as regards the loss-absorbing and recapitalization capacity of credit institutions and investment firms; (iii) Directive (EU) 2019/878 of the European Parliament and of the Council of 20 May 2019 amending Directive 2013/36/EU as regards exempted entities, financial holding companies, mixed financial holding companies, remuneration, supervisory measures and

powers and capital conservation measures; and (iv) Directive (EU) 2019/879 of the European Parliament and of the Council of 20 May 2019 amending Directive 2014/59/EU as regards the loss-absorbing and recapitalization capacity of credit institutions and investment firms and Directive 98/26/EC;

"Benchmark Event" means:

- (i) the relevant Reference Rate has ceased to be published on the Relevant Screen Page as a result of such benchmark ceasing to be calculated or administered; or
- (ii) a public statement by the administrator of the relevant Reference Rate that it has ceased, or will cease, publishing such Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of such Reference Rate); or
- (iii) a public statement by the supervisor of the administrator of the relevant Reference Rate that such Reference Rate has been or will be permanently or indefinitely discontinued; or
- (iv) a public statement by the supervisor of the administrator of the Reference Rate (as applicable) that means that such Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, either generally or in respect of the Notes; or
- (v) a public statement by the supervisor of the administrator of the relevant Reference Rate that, in the view of such supervisor, such Reference Rate is no longer representative of an underlying market; or
- (vi) it has or will become unlawful for the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the relevant Reference Rate (as applicable) (including, without limitation, under the BMR, if applicable);

Unless otherwise specified in the relevant Final Terms, the change of the Reference Rate methodology does not constitute a Benchmark Event. In the event of a change in the formula and/or (mathematical or other) methodology used to measure the Relevant Benchmark, reference shall be made to the Reference Rate based on the formula and/or methodology as changed.

"BMR" means Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No. 596/2014 as amended or replaced from time to time;

"BRRD" means Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms, as amended or replaced from time to time (including, without limitation, as a consequence of the entry into force of the Banking Reform Package);

"BRRD Implementing Decrees" means the Legislative Decrees No. 180 and 181 of November 16, 2015, implementing the BRRD in the Republic of Italy, as amended or replaced from time to time (including, without limitation, as a consequence of the transposition of the Banking Reform Package into Italian law);

"Business Day" means:

- (i) in relation to any sum payable in euro, a TARGET Settlement Day and a day on which commercial banks and foreign exchange markets settle payments generally in each (if any) Additional Business Centre;
- (ii) in relation to any sum payable in a currency other than euro, a day on which commercial banks and foreign exchange markets settle payments generally in New York City, in the Principal Financial Centre of the relevant currency and in each (if any) Additional Business Centre; and

"Business Day Convention", in relation to any particular date, has the meaning given in the relevant Final Terms and, if so specified in the relevant Final Terms, may have different meanings in relation to different dates and, in this context, the following expressions shall have the following meanings:

- (i) **"Following Business Day Convention"** means that the relevant date shall be postponed to the first following day that is a Business Day;
- (ii) **"Modified Following Business Day Convention"** or **"Modified Business Day Convention"** the relevant date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;
- (iii) **"Preceding Business Day Convention"** means that the relevant date shall be brought forward to the first preceding day that is a Business Day;
- (iv) **"FRN Convention"**, **"Floating Rate Convention"** or **"Eurodollar Convention"** means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the relevant Final Terms as the Specified Period after the calendar month in which the preceding such date occurred *provided, however, that:*
 - (A) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
 - (B) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day;
 - (C) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and
- (v) **"No Adjustment"** means that the relevant date shall not be adjusted in accordance with the Business Day Convention.

"Calculation Agent" means the person specified in the relevant Final Terms as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s) and/or such other amount(s) as may be specified in the relevant Final Terms;

"Calculation Amount" has the meaning given in the relevant Final Terms;

"Capital Instruments Regulations" means the Delegated Regulation and any other rules or regulations of the Relevant Authority or which are otherwise applicable to the Issuer or the Group (as the case may be and, where applicable), whether introduced before or after the Issue Date of the relevant Series of Notes, which prescribe (alone or in conjunction with any other rules or regulations) the requirements to be fulfilled by financial instruments for their inclusion in the Own Funds to the extent required under the CRD IV Package, as subsequently amended from time to time;

"CET1 Instruments" means at any time common equity tier 1 instruments as interpreted and applied in accordance with the Applicable Banking Regulations;

"Circular No. 285" means the Bank of Italy Circular No. 285 of 17 December 2013, as amended or replaced from time to time (including, without limitation, as a consequence of the transposition of the Banking Reform Package into Italian law);

"CRD IV" means Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions

and investment firms, as amended or replaced from time to time (including, without limitation, as a consequence of the entry into force of the Banking Reform Package);

"**CRD VI**" means Directive (EU) 1619/2024 of the European Parliament and Council of 31 May 2024 amending Directive 2013/36/EU as regards supervisory powers, sanctions, third-country branches, and environmental, social and governance risks;

"**CRD IV Package**" means the CRR and the CRD IV;

"**CRR**" means Regulation (EU) No. 575/2013 of the European Parliament and of the Council of 26 June 2013 setting out prudential requirements for credit institutions and investment firms, as amended or replaced from time to time (including, without limitation, as a consequence of the entry into force of the Banking Reform Package);

"**CRR III**" means Regulation (EU) 1623/2024 of the European Parliament and of the Council of 31 May 2024 amending Regulation (EU) No 575/2013 as regards requirements for credit risks, credit valuation adjustment risk, operational risk and the output floor;

"**Day Count Fraction**" means, in respect of the calculation of an amount for any period of time (the "**Calculation Period**"), such day count fraction as may be specified in these Conditions or the relevant Final Terms and:

- (i) if "**Actual/Actual (ICMA)**" is so specified, means:
 - (a) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods normally ending in any year; and
 - (b) where the Calculation Period is longer than one Regular Period, the sum of:
 - (1) the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (2) the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (a) the actual number of days in such Regular Period and (b) the number of Regular Periods normally ending in any year;
- (ii) if "**Actual/365**" or "**Actual/Actual (ISDA)**" is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (iii) if "**Actual/365 (Fixed)**" is so specified, means the actual number of days in the Calculation Period divided by 365;
- (iv) if "**Actual/360**" is so specified, means the actual number of days in the Calculation Period divided by 360;
- (v) if "**30/360**" (in respect of Condition 5 (*Fixed Rate Note Provisions*)) is so specified, means the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (i) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the

Calculation Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month));

- (vi) If "**30/360**" (in respect of Condition 6 (*Floating Rate Note and Benchmark Replacement*)) or "**360/360**" is specified, the number of days in the Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{(Y_2 - Y_1) + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where

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

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

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

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

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

"**D₂**" is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30; and

- (vii) If "**30E/360**" or "**Eurobond Basis**" is specified, the number of days in the Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

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

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

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

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

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

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

- (viii) If "**30E/360 (ISDA)**" is specified, the number of days in the Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

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

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

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

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

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

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

provided, however, that in each such case the number of days in the Calculation Period is calculated from and including the first day of the Calculation Period to but excluding the last day of the Calculation Period

None of the Paying Agent, Paying Agents or the Calculation Agents shall be responsible or liable for any action or inaction of the Independent Adviser or in respect of the determination of any Successor Rate or Alternative Rate, or any Adjustment Spread or Benchmark Amendments;

"**Delegated Regulation**" means the Commission Delegated Regulation (EU) No. 241/2014 of 7 January 2014, supplementing the CRR with regard to regulatory technical standards for Own Funds requirements for institutions, as amended and replaced from time to time;

"**Early Redemption Amount**" has the meaning given to it in the applicable Final Terms;

"**Early Redemption Amount (Tax)**" means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

"**euro**" means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty establishing the European Communities as amended from time to time;

"**Extraordinary Resolution**" has the meaning given to it in the Provisions for Meetings of Noteholders;

"**Final Redemption Amount**" means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms *provided that*, in any case, such amount will be at least equal to the relevant par value;

"**Fixed Coupon Amount**" has the meaning given in the relevant Final Terms;

"**Independent Adviser**" means an independent financial institution of international repute or other independent financial adviser of recognised standing with relevant experience in the international capital markets, in each case appointed by the Issuer at its own expense *which, for the avoidance of doubt, this will not be the Paying Agent*;

"Interest Amount" means, in relation to a Note and an Interest Period, the amount of interest payable in respect of that Note for that Interest Period;

"Interest Commencement Date" means the Issue Date of the Notes or such other date as may be specified as the Interest Commencement Date in the relevant Final Terms;

"Interest Determination Date" has the meaning given in the relevant Final Terms;

"Interest Payment Date" means the date or dates specified as such in, or determined in accordance with the provisions of, the relevant Final Terms and, if a Business Day Convention is specified in the relevant Final Terms:

- (i) as the same may be adjusted in accordance with the relevant Business Day Convention; or
- (ii) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the relevant Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

"Interest Period" means each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;

"ISDA" means the International Swaps and Derivatives Association, Inc. (or any successor);

"Issue Date" has the meaning given in the relevant Final Terms;

"Bail-in Power" means any write-down, conversion, transfer, modification, or suspension power whether relating to the resolution or independent of any resolution action, of credit institutions, investment firms and/or Group entities, existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in the Republic of Italy, including those relating to (i) the transposition of the BRRD (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);

"Loss Absorption Requirement" means the power of the Relevant Authority to impose that Own Funds instruments or other liabilities of the Issuer or entities of the Group (as the case may be) are subject to full or partial write-down of the principal or conversion into CET1 Instruments or other instruments of ownership;

"Margin" has the meaning given in the relevant Final Terms;

"Maturity Date" has the meaning given in the relevant Final Terms;

"Maximum Redemption Amount" has the meaning given in the relevant Final Terms;

"Minimum Redemption Amount" has the meaning given in the relevant Final Terms;

"Monte Titoli Account Holder" means any authorised financial intermediary institution entitled to hold accounts on behalf of their customers with Monte Titoli;

"MREL Disqualification Event" means that, at any time, all or part of the aggregate outstanding nominal amount of such Series of Senior Preferred Notes or Senior Non-Preferred Notes is or will be excluded fully or partially from the eligible liabilities available to meet the MREL Requirements *provided that*: (a) the exclusion of a Series of Senior Preferred Notes or Senior Non-Preferred Notes from the MREL Requirements due to the remaining maturity of such Senior Preferred Notes or Senior

Non-Preferred Notes being less than any period prescribed thereunder, does not constitute an MREL Disqualification Event; (b) the exclusion of all or some of a Series of Senior Preferred Notes from the MREL Requirements due to there being insufficient headroom for such Senior Preferred Notes 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 an MREL Disqualification Event; and (c) the exclusion of all or some of a Series of Senior Preferred Notes or Senior Non-Preferred Notes from the MREL Requirements as a result of such Notes 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 an 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 and/or loss-absorbing capacity instruments applicable to Intesa Sanpaolo and/or the Group, from time to time, (including any applicable transitional provisions) 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 and/or loss absorbing capacity instruments 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;

"Multiplier" has the meaning given in the relevant Final Terms;

"Optional Redemption Amount (Call)" means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

"Optional Redemption Amount (Put)" means, in respect of any Note, its principal amount or such other amount as may be specified in, or determined in accordance with, the relevant Final Terms;

"Optional Redemption Date (Call)" has the meaning given in the relevant Final Terms;

"Optional Redemption Date (Put)" has the meaning given in the relevant Final Terms;

"Own Funds" shall have the meaning assigned to such term in the CRR as interpreted and applied in accordance with the Applicable Banking Regulations;

"Payment Business Day" means:

- (i) if the currency of payment is euro, any day which is a TARGET Settlement Day and a day on which dealings in foreign currencies may be carried on in each (if any) Additional Financial Centre; or
- (ii) if the currency of payment is not euro, any day which is, in the case of payment by transfer to an account, a day on which dealings in foreign currencies may be carried on in the Principal Financial Centre of the currency of payment and in each (if any) Additional Financial Centre; or

"Principal Financial Centre" means, in relation to any currency, the principal financial centre for that currency provided, however, that in relation to euro, it means the principal financial centre of such Member State of the European Union or the United Kingdom as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent;

"Provisions for Meetings of Noteholders" means the provisions for meetings of noteholders attached to these Conditions as Schedule 1.

"Put Option Notice" means a notice which must be delivered to a Paying Agent and the relevant Monte Titoli Account Holder by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

"Qualifying Senior Preferred Notes" means securities issued directly or indirectly by the Issuer that:

- (i) (A) contain terms which at such time result in such securities being eligible to count towards fulfilment of the Issuer's and/or the Group's (as applicable) minimum requirements for Own Funds and eligible liabilities under the then applicable MREL Requirements; (B) include a ranking at least equal to that of the Senior Preferred Notes; (C) have the same Rate of Interest and the same Interest Payment Dates as those from time to time applying to the Senior Preferred Notes; (D) have the same redemption rights as the Senior Preferred Notes; (E) preserve any existing rights under the Senior Preferred Notes to any accrued interest which has not been paid in respect of the period from (and including) the Interest Payment Date last preceding the date of substitution or variation; (F) are assigned (or maintain) the same or higher solicited credit ratings as were assigned to the Senior Preferred Notes immediately prior to such variation or substitution, unless any downgrade is solely attributable to the effectiveness and enforceability of Condition 18 (*Acknowledgment of the Bail-in Power*); and (G) other than in respect of the effectiveness and enforceability of Condition 18 (*Acknowledgment of the Bail-in Power*), have terms not materially less favourable to a holder of the Senior Preferred Notes, certified by the Issuer acting reasonably following consultation with an investment bank or financial adviser of international standing which is independent of the Group, than the terms of the Senior Preferred Notes; and
- (ii) are listed on a recognized stock exchange if the Senior Preferred Notes were listed immediately prior to such variation or substitution;

"Qualifying Senior Non-Preferred Notes" means securities issued directly or indirectly by the Issuer that:

- (i) (A) contain terms which at such time result in such securities being eligible to count towards fulfilment of the Issuer's and/or the Group's (as applicable) minimum requirements for Own Funds and eligible liabilities under the then applicable MREL Requirements; (B) include a ranking at least equal to that of the Senior Non-Preferred Notes; (C) have the same Rate of Interest and the same Interest Payment Dates as those from time to time applying to the Senior Non-Preferred Notes; (D) have the same redemption rights as the Senior Non-Preferred Notes; (E) preserve any existing rights under the Senior Non-Preferred Notes to any accrued interest which has not been paid in respect of the period from (and including) the Interest Payment Date last preceding the date of substitution or variation; (F) are assigned (or maintain) the same or higher solicited credit ratings as were assigned to the Senior Non-Preferred Notes immediately prior to such variation or substitution, unless any downgrade is solely attributable to the effectiveness and enforceability of Condition 18 (*Acknowledgment of the Bail-in Power*); and (G) other than in respect of the effectiveness and enforceability of Condition 18 (*Acknowledgment of the Bail-in Power*), have terms not materially less favourable to a holder of the Senior Non-Preferred Notes, certified by the Issuer acting reasonably following consultation with an investment bank or financial adviser of international standing which is independent of the Group, than the terms of the Senior Non-Preferred Notes; and
- (ii) are listed on a recognized stock exchange if the Senior Non-Preferred Notes were listed immediately prior to such variation or substitution;

"Qualifying Subordinated Securities" means securities, whether debt, equity, interests in limited partnerships or otherwise, issued directly or indirectly by the Issuer that:

- (i) (A) contain terms such that they comply with the then-current minimum requirements under the Applicable Banking Regulations for inclusion in the Tier 2 Capital of the Issuer or the Group (as applicable); (B) include a ranking at least equal to that of the Subordinated Notes; (C) have the same Rate of Interest and the same Interest Payment Dates as those from time to time applying to the Subordinated Notes; (D) have the same redemption rights as the Subordinated Notes; (E) preserve any existing rights under the Subordinated Notes to any accrued interest which has not been paid in respect of the period from (and including) the

Interest Payment Date last preceding the date of substitution or variation; (F) are assigned (or maintain) the same or higher solicited credit ratings as were assigned to the Subordinated Notes immediately prior to such variation or substitution, unless any downgrade is solely attributable to the effectiveness and enforceability of Condition 18 (*Acknowledgment of the Bail-in Power*); and (G) other than in respect of the effectiveness and enforceability of Condition 18 (*Acknowledgment of the Bail-in Power*), have terms not materially less favourable to a holder of the Subordinated Notes, certified by the Issuer acting reasonably following consultation with an investment bank or financial adviser of international standing which is independent of the Group, than the terms of the Subordinated Notes; and

- (ii) are listed on a recognised stock exchange if the Subordinated Notes were listed immediately prior to such variation or substitution;

"Rate of Interest" means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Notes specified in relevant Final Terms or calculated or determined in accordance with the provisions of these Conditions and/or the relevant Final Terms;

"Redemption Amount" means, as appropriate, the Final Redemption Amount, the Early Redemption Amount, the Early Redemption Amount (Tax), the Optional Redemption Amount (Call), the Optional Redemption Amount (Put) or such other amount in the nature of a redemption amount as may be specified in, or determined in accordance with the provisions of, the relevant Final Terms;

"Reference Price" has the meaning given in the relevant Final Terms;

"Reference Rate" has the meaning given in the relevant Final Terms;

"Reference Rate Multiplier" has the meaning given in the relevant Final Terms;

"Regular Period" means:

- (i) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;
- (ii) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **"Regular Date"** means the day and month (but not the year) on which any Interest Payment Date falls; and
- (iii) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where **"Regular Date"** means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;

"Regulatory Event" means a change (or pending change which the Relevant Authority considers to be sufficiently certain) in the regulatory classification of the Subordinated Notes from the classification as of the Issue Date that results, or would be likely to result, in their exclusion in whole or, to the extent permitted by the Applicable Banking Regulations, in part from Tier 2 Capital of the Issuer or the Group, where applicable in accordance with the Applicable Banking Regulations, a reclassification as a lower quality form of Own Funds (save where the exclusion from Tier 2 Capital of the Issuer is solely (A) a result of any applicable limitation on the amount of such capital, or (B) in accordance with any requirement that recognition of such Series of Subordinated Notes as part of the Tier 2 Capital of the Issuer be amortised in the five years prior to maturity of such Notes, in either (A) or (B) in accordance with Applicable Banking Regulations in force as at the date on which agreement is reached to issue the first Tranche of such Series of Subordinated Notes) and, in case the Regulatory Event has occurred before five years from the issue of the relevant Subordinated Notes, both of the following conditions are met: (i) the Competent Authority considers such a change to be sufficiently certain and

(ii) the Issuer demonstrates to the satisfaction of the Competent Authority that the change in regulatory classification of the Notes was not reasonably foreseeable as at the Issue Date;

"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 ("**SSM**") and in accordance with the Applicable Banking Regulations and/or, as the context may require, the Italian resolution authority, the Single Resolution Board established pursuant to the SRM Regulation, and/or any other authority in Italy or in the European Union entitled to exercise or participate in the exercise of the Bail-in Power or having primary responsibility for the prudential oversight and supervision of Intesa Sanpaolo from time to time;

"Relevant Date" means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Paying Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders;

"Relevant Financial Centre" has the meaning given in the relevant Final Terms;

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

"Relevant Screen Page" means the page, section or other part of a particular information service (including, without limitation, the Reuter Monitor Money Rates Service and the Moneyline Telerate Service) specified as the Relevant Screen Page in the relevant Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

"Relevant Time" has the meaning given in the relevant Final Terms;

"Reserved Matter" shall have the meaning given to it in the Provisions for Meetings of Noteholders and includes, inter alia, any proposal to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes, to alter the method of calculating the amount of any payment in respect of the Notes or the date for any such payment, to change the currency of any payment under the Notes or to change the quorum requirements relating to meetings or the majority required to pass an Extraordinary Resolution;

"Specified Currency" has the meaning given in the relevant Final Terms;

"Specified Denomination(s)" has the meaning given in the relevant Final Terms;

"Specified Office" means Piazza San Carlo 156, 10121, Turin, Italy or such other address of the relevant Paying Agent notified by the Issuer to the Noteholders in accordance with Condition 15 (*Notices*);

"Specified Period" has the meaning given in the relevant Final Terms;

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

from time to time (including, without limitation, as a consequence of the entry into force of the Banking Reform Package);

"**SRM II Regulation**" means Regulation (EU) No. 2019/877 of the European Parliament and of the Council of 20 May 2019 amending Regulation (EU) No. 806/2014 as regards the loss absorbing and recapitalisation capacity of credit institutions and investment firms.

"**Successor Rate**" means the reference rate (and related alternative screen page or source, if available) that the Independent Adviser (with the Issuer's agreement) determines is a successor to or replacement of the relevant Reference Rate which is formally recommended by any Relevant Nominating Body;

"**T2**" means the real time gross settlement system operated by the Eurosystem or any successor or replacement for that system;

"**TARGET Settlement Day**" means any day on which T2 is open;

"**Tier 2 Capital**" has the meaning given to it from time to time in the Applicable Banking Regulations;

"**Tier 2 Instruments**" means at any time tier 2 instruments as interpreted and applied in accordance with the Applicable Banking Regulations;

"**Treaty**" means the Treaty establishing the European Union, as amended;

"**Yield**" means the yield specified in the Final Terms, as calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield; and

(b) *Interpretation:* In these Conditions:

- (i) any reference to principal shall be deemed to include the Redemption Amount, any additional amounts in respect of principal which may be payable under Condition 9 (*Taxation*), any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Conditions;
- (ii) any reference to interest shall be deemed to include any additional amounts in respect of interest which may be payable under Condition 9 (*Taxation*) and any other amount in the nature of interest payable pursuant to these Conditions;
- (iii) references to Notes being "**outstanding**" shall be construed in accordance with the Provisions for Meetings of Noteholders;
- (iv) if an expression is stated in Condition 2(a) (*Definitions*) to have the meaning given in the relevant Final Terms, but the relevant Final Terms gives no such meaning or specifies that such expression is "**not applicable**" then such expression is not applicable to the Notes; and
- (v) any reference in these Conditions to any legislation (whether primary legislation or regulations or other subsidiary legislation is made pursuant to primary legislation) shall be construed as a reference to such legislation as the same may have been, or may from time to time be, amended or re-enacted.

3. **Form, Denomination and Title**

- (a) The Notes will be issued in bearer form in the Specified Denomination(s) and will be held in dematerialised form on behalf of the Noteholders by Monte Titoli for the account of the relevant Monte Titoli Account Holders as of their respective date of issue.
- (b) The Notes will at all times be evidenced by, and title to the Notes will be established and transferred by way of, book-entries in the accounts of the relevant holders held with the relevant Monte Titoli Account Holders in accordance with the relevant provisions of the Financial Services Act and in accordance with the CONSOB and Bank of Italy Joint Regulation. No physical document of title will be issued in respect of the Notes.

- (c) The minimum denomination per Note will be €100,000, save that (i) the minimum denomination of each Senior Non-Preferred Note will be €150,000 (or, if the Senior Non-Preferred Notes are denominated in a Specified Currency other than Euro, the equivalent amount in such Specified Currency); and (ii) the minimum denomination of each Subordinated Note will be €200,000 (or, if the Subordinated Notes are denominated in a in a Specified Currency other than Euro, the equivalent amount in such other Specified Currency).

4. Status of the Notes

(a) Status – Senior Preferred Notes

*This Condition 4(a) is applicable in relation to Senior Preferred Notes and specified in the Final Terms as being Senior Preferred Notes (and, for the avoidance of doubt, does not apply to Non-Preferred Senior Preferred Notes) ("**Senior Preferred Notes**").*

The Senior Preferred Notes constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* and rateably without any preference among themselves and (subject to any obligations preferred by any applicable law) equally with all other unsecured and unsubordinated indebtedness and monetary obligations of the Issuer, present and future (other than obligations ranking, in accordance with their terms and/or by provision of law, junior to the Senior Preferred Notes from time to time (including Senior Non-Preferred Notes and any further obligations permitted by law to rank junior to the Senior Preferred Notes following the Issue Date)) if any.

Each holder of a Senior Preferred Note unconditionally and irrevocably waives any right of set-off, netting, counterclaim, abatement or other similar remedy which it might otherwise have under the laws of any jurisdiction in respect of such Senior Preferred Note.

(b) Status - Senior Non-Preferred Notes

*This Condition 4(b) is applicable only to Senior Non-Preferred Notes specified in the applicable Final Terms as Non-Preferred Senior obligations and intended to qualify as "strumenti di debito chirografario di secondo livello" of Intesa Sanpaolo, as defined under Article 12 bis of the Consolidated Banking Act, as amended from time to time ("**Senior Non-Preferred Notes**").*

The obligations of Intesa Sanpaolo under the Senior Non-Preferred Notes (notes intending to qualify as *strumenti di debito chirografario di secondo livello* of Intesa Sanpaolo, as defined under, and for the purposes of, Article 12-bis and Article 91, section 1-bis, letter c-bis of the Consolidated Banking Act and any relevant implementing regulation which may be enacted for such purposes by any Relevant Authority) in respect of principal, interest and other amounts constitute direct, unconditional, unsecured, unsubordinated and non-preferred obligations of Intesa Sanpaolo, ranking:

- (i) junior to Senior Preferred Notes and any other unsecured and unsubordinated obligations of Intesa Sanpaolo which rank, or are expressed to rank by their terms and/or by provision of law, senior to the Senior Non-Preferred Notes, including claims arising from the excluded liabilities within the meaning of Article 72a(2) of the CRR;
- (ii) *pari passu* without any preferences among themselves, and with all other present or future obligations of Intesa Sanpaolo which do not rank or are not expressed by their terms to rank junior or senior to the relevant Senior Non-Preferred Notes; and
- (iii) in priority to any subordinated instruments and to the claims of shareholders of Intesa Sanpaolo,

pursuant to Article 91, section 1-bis, letter c-bis of the Consolidated Banking Act, as amended from time to time, and any relevant implementing regulation which may be enacted for such purposes by any Relevant Authority.

Each holder of a Senior Non-Preferred Note unconditionally and irrevocably waives any right of set-off, netting, counterclaim, abatement or other similar remedy which it might otherwise have under the laws of any jurisdiction in respect of such Senior Non-Preferred Note.

(c) **Status – Subordinated Notes**

This Condition 4(c) is applicable only in relation to Subordinated Notes and specified in the Final Terms as being subordinated and intended to qualify as Tier 2 Capital ("Subordinated Notes").

(i) **Status of Subordinated Notes**

The Subordinated Notes (notes intended to qualify as Tier 2 Capital for regulatory capital purposes, in accordance with Part II, Chapter 1 of the Bank of Italy's *Disposizioni di Vigilanza per le Banche*, as set out in Circular No. 285, including any successor regulations, and Article 63 of the Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms) constitute direct, unconditional, unsecured and subordinated obligations of Intesa Sanpaolo and rank *pari passu* without any preference among themselves. Save as provided in Condition 4(c)(ii) (*Status of disqualified Subordinated Notes*), in the event of compulsory winding-up (*liquidazione coatta amministrativa*) pursuant to Articles 80 and following of Legislative Decree of 1 September 1993, No. 385 of the Republic of Italy as amended (the "**Consolidated Banking Act**") or voluntary winding-up (*liquidazione volontaria*) in accordance with Article 96-*quinquies* of the Consolidated Banking Act, for so long as the relevant Series of Subordinated Notes qualify, in whole or in part, as Tier 2 Capital, the payment obligations of Intesa Sanpaolo in respect of principal and interest under the Subordinated Notes will (A) be subordinated to the claims of the Intesa Sanpaolo Senior Creditors (as defined below); (B) rank *pari passu* with Parity Creditors and (C) rank in priority to the claims of shareholders of the Issuer and to the claims of creditors of the Issuer holding instruments that are more subordinated than the Subordinated Notes (including the holders of notes which qualify as Additional Tier 1 Capital, if any).

"**Intesa Sanpaolo Senior Creditors**" means creditors of Intesa Sanpaolo whose claims are admitted to proof in the winding up of Intesa Sanpaolo and who are either (a) unsubordinated creditors of Intesa Sanpaolo (including depositors and any holder of Senior Notes, Senior Non-Preferred Notes) or (b) creditors of Intesa Sanpaolo whose claims against Intesa Sanpaolo are, or are expressed to be, subordinated in the event of the winding up of Intesa Sanpaolo but senior to the Subordinated Notes (including any subordinated instruments that have ceased to qualify, in their entirety, as own fund items (*elementi di fondi propri*)).

"**Parity Creditors**" means creditors of Intesa Sanpaolo (including, without limitation, the Subordinated Noteholders) whose claims against Intesa Sanpaolo are, or are expressed to be, subordinated in the event of the winding up of Intesa Sanpaolo in any manner to the claims of any unsecured and unsubordinated creditor of Intesa Sanpaolo, but excluding those subordinated creditors of Intesa Sanpaolo (if any) whose claims rank, or are expressed to rank, junior or senior to the claims of the Subordinated Noteholders and/or to the claims of any other creditors of Intesa Sanpaolo whose claims rank, or are expressed to rank, *pari passu* with the claims of the Subordinated Noteholders or with whose claims the claims of the Subordinated Noteholders or are expressed to rank, *pari passu*, including holders of present or future subordinated instruments which qualify, in whole or in part, as Tier 2 Capital of the Issuer.

(ii) **Status of disqualified Subordinated Notes**

If the relevant Series of Subordinated Notes do not qualify (or cease to qualify) in their entirety as own funds items (*elementi di fondi propri*), such Subordinated Notes will rank *pari passu* without any preference among themselves and: (A) at least *pari passu* with the Issuer's obligations in respect of any other subordinated instruments that have ceased to qualify, in their entirety, as own funds items (*elementi di fondi propri*) and with all other subordinated indebtedness of the Issuer that have such ranking; (B) in priority to payments to holders of present or future outstanding indebtedness which qualifies, in whole or in part, as own funds items (*elementi di fondi propri*), including Additional Tier 1 Capital and Tier 2 Capital; and (C) junior in right of payment to the payment of any present or future claims of depositors of

the Issuer and any other unsubordinated creditors of the Issuer (including Senior Notes and Senior Non-Preferred Notes).

(iii) ***Loss Absorption***

The Subordinated Notes (including, for the avoidance of doubt, payments of principal and/or interest) shall be subject to the Loss Absorption Requirement, if so required under the BRRD and/or the SRM Regulation, in accordance with the powers of the Relevant Authority and where the Relevant Authority determines that the application of the Loss Absorption Requirement to the Subordinated Notes is necessary pursuant to applicable law and/or regulation in force from time to time.

(iv) ***Set-Off***

Neither any Subordinated Noteholder may exercise or claim any right of set-off in respect of any amount owed to it by Intesa Sanpaolo arising under or in connection with the Subordinated Notes and each Subordinated Noteholder shall, by virtue of his subscription, purchase or holding of any Subordinated Note, be deemed to have waived all such rights of set-off.

(d) **No Negative Pledge**

There is no negative pledge in respect of the Notes.

5. Fixed Rate Note Provisions

(a) *Application:* This Condition 5 is applicable to the Notes (a) if the Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable; and (b) if the Fixed-Floating Rate Note Provisions or the Floating-Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable, in respect of those Interest Periods for which the Fixed Rate Note Provisions are stated to apply.

(b) *Accrual of interest:* The Notes bear interest from, and including, the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 8 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 5 (both before and after judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Paying Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment). As specified in the relevant Final Terms, interest from such Notes may accrue on a different basis from that set out in this Condition 5.

(c) *Fixed Coupon Amount:* The amount of interest payable in respect of each Note for any Interest Period shall be the relevant Fixed Coupon Amount.

(d) *Calculation of interest amount:* The amount of interest payable in respect of each Note for any period for which a Fixed Coupon Amount is not specified shall be calculated by applying the Rate of Interest to the Calculation Amount by multiplying the product of the Rate of Interest for such Interest Period and the Calculation Amount by the relevant Day Count Fraction and rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Note divided by the Calculation Amount. For this purpose For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency, in the case of euro, means one cent. Where the Specified Denomination of a Fixed Rate Note is the multiple of the Calculation Amount, the Amount of interest payable in respect of such Fixed Rate Note shall be the multiple of the product of the amounts (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination without any further rounding.

6. Floating Rate Note and Benchmark Replacement

- (a) *Application:* This Condition 6 is applicable to the Notes only if (a) the Floating Rate Note Provisions and (b) if the Fixed-Floating Rate Note Provisions or the Floating-Fixed Rate Note Provisions are specified in the relevant Final Terms as being applicable, in respect of those Interest Periods for which the Floating Rate Note Provisions are stated to apply. The applicable Final Terms contain provisions applicable to the determination of the interest and must be read in conjunction with this Condition 6 for full information on the manner in which interest is calculated.
- (b) *Accrual of interest:* The Notes bear interest from, and including, the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date, subject as provided in Condition 8 (*Payments*). Each Note will cease to bear interest from the due date for final redemption unless payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 6(b) (both before and after judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is seven days after the Paying Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such seventh day (except to the extent that there is any subsequent default in payment). As specified in the relevant Final Terms, interest from such Notes may accrue on a different basis from that set out in this Condition 6.
- (c) *Screen Rate Determination:* Other than in respect of Notes for which SOFR, €STR and/or any related index is specified as the Reference Rate in the relevant Final Terms, if Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be determined by the Calculation Agent on the following basis, subject to Condition 6(f) (Benchmark Replacement) below:
- (i) if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
 - (ii) in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
 - (iii) if, on the Interest Determination Date the Calculation Agent determines that the Reference Rate is not available on the Relevant Screen Page and has not otherwise been published by the relevant authorised distributors, Reference Rate shall be the Reference Rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding Business Day on which the Reference Rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors)

and the Rate of Interest for such Interest Period shall be:

- (i) if "Multiplier" is specified in the relevant Final Terms as not being applicable, the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined (the "**Determined Rate**");
- (ii) if "**Multiplier**" is specified in the relevant Final Terms as being applicable the sum of (i) the Margin and (ii) the relevant Determined Rate multiplied by the Multiplier;
- (iii) if "**Reference Rate Multiplier**" is specified in the relevant Final Terms as being applicable, the sum of (i) the Margin, and (ii) the relevant Determined Rate multiplied by the Reference Rate Multiplier,

provided, however, that if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Notes during such Interest Period will be the sum of the Margin and the rate or, as the case may be, the arithmetic mean last determined in

relation to the Notes in respect of the immediately preceding Interest Period for which such rate or arithmetic mean was determined.

(d) *Interest – Floating Rate Notes referencing SOFR (Screen Rate Determination)*

- (i) This Condition 6(d) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, and the "Reference Rate" is specified in the relevant Final Terms as being "SOFR".
- (ii) Where "SOFR" is specified as the Reference Rate in the Final Terms, the Rate of Interest for each Interest Period will, subject as provided below, be the Benchmark plus or minus (as specified in the relevant Final Terms) the Margin, all as determined by the Calculation Agent on each Interest Determination Date.
- (iii) For the purposes of this Condition 6(d):

"**Benchmark**" means Compounded SOFR, which is a compounded average of daily SOFR, as determined for each Interest Period in accordance with the specific formula and other provisions set out in this Condition 6(d).

Daily SOFR rates will not be published in respect of any day that is not a U.S. Government Securities Business Day, such as a Saturday, Sunday or holiday. For this reason, in determining Compounded SOFR in accordance with the specific formula and other provisions set forth herein, the daily SOFR rate for any U.S. Government Securities Business Day that immediately precedes one or more days that are not U.S. Government Securities Business Days will be multiplied by the number of calendar days from and including such U.S. Government Securities Business Day to, but excluding, the following U.S. Government Securities Business Day.

If the Issuer determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred in respect of Compounded SOFR (or the daily SOFR used in the calculation hereof) prior to the relevant SOFR Determination Time, then the provisions under Condition 6(d)(iv) below will apply.

"**Compounded SOFR**" with respect to any Interest Period, means the rate of return of a daily compound interest investment computed in accordance with the following formula (and the resulting percentage will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

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

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

- (i) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period.

"**D**" is the number specified in the relevant Final Terms (or, if no such number is specified, 360);

"**d₀**" is the number of U.S. Government Securities Business Days in:

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

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

"i" is a series of whole numbers from one to d_0 , each representing the relevant U.S. Government Securities Business Day in chronological order from, and including, the first U.S. Government Securities Business Day in:

- (i) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

to and including the last U.S. Government Securities Business Day in such period;

"Interest Determination Date" means, in respect of any Interest Period, the date falling "p" U.S. Government Securities Business Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" U.S. Government Securities Business Days prior to such earlier date, if any, on which the Notes are due and payable);

"ni" for any U.S. Government Securities Business Day "i" in the relevant Interest Period or Observation Period (as applicable), is the number of calendar days from, and including, such U.S. Government Securities Business Day "i" to, but excluding, the following U.S. Government Securities Business Day ("i+1");

"Observation Period" in respect of an Interest Period means the period from, and including, the date falling "p" U.S. Government Securities Business Days preceding the first day in such Interest Period (and the first Interest Period shall begin on and include the Interest Commencement Date) to, but excluding, the date falling "p" U.S. Government Securities Business Days preceding the Interest Payment Date for such Interest Period (or the date falling "p" U.S. Government Securities Business Days prior to such earlier date, if any, on which the Notes become due and payable);

"p" for any Interest Period or Observation Period (as applicable) means the number of U.S. Government Securities Business Days specified as the "Lag Period" or the "Observation Shift Period" (as applicable) in the relevant Final Terms which shall not be less than three U.S. Government Securities Business days at any time and shall, unless otherwise agreed with the Calculation Agent (or such other person specified in the applicable Final Terms as the party responsible for calculating the Rate of Interest), be no less than five U.S. Government Securities Business Days;

"SOFR" with respect to any U.S. Government Securities Business Day, means:

- (i) the Secured Overnight Financing Rate published for such U.S. Government Securities Business Day as such rate appears on the SOFR Administrator's Website at 3:00 p.m. (New York time) on the immediately following U.S. Government Securities Business Day (the **"SOFR Determination Time"**); or
- (ii) Subject to Condition 6(d)(iv) below, if the rate specified in (i) above does not so appear, the Secured Overnight Financing Rate as published in respect of the first preceding U.S. Government Securities Business Day for which the Secured Overnight Financing Rate was published on the SOFR Administrator's Website;

"SOFR Administrator" means the Federal Reserve Bank of New York (or a successor administrator of the Secured Overnight Financing Rate);

"SOFR Administrator's Website" means the website of the Federal Reserve Bank of New York, or any successor source;

"SOFRi" means the SOFR for:

- (i) where "Lag" is specified as the Observation Method in the applicable Final Terms, the U.S. Government Securities Business Day falling "p" U.S. Government Securities Business Days prior to the relevant U.S. Government Securities Business Day "i"; or
- (ii) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant U.S. Government Securities Business Day "i"; and

"U.S. Government Securities Business Day" means any day except for a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

- (iv) If the Issuer determines on or prior to the relevant Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes in respect of all determinations on such date and for all determinations on all subsequent dates. In connection with the implementation of a Benchmark Replacement, the Issuer will have the right to make Benchmark Replacement Conforming Changes from time to time, without any requirement for the consent or approval of the Noteholders.

Any determination, decision or election that may be made by the Issuer pursuant to this section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection:

- (i) will be conclusive and binding absent manifest error;
- (ii) will be made in the sole discretion of the Issuer; and
- (iii) notwithstanding anything to the contrary in the documentation relating to the Notes, shall become effective without consent from the holders of the Notes or any other party.

"Benchmark" means, initially, Compounded SOFR, as such term is defined above; provided that if the Issuer determines on or prior to the Reference Time that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Compounded SOFR (or the published daily SOFR used in the calculation thereof) or the then-current Benchmark, then "Benchmark" shall mean the applicable Benchmark Replacement.

"Benchmark Replacement" means the first alternative set forth in the order below that can be determined by the Issuer as of the Benchmark Replacement Date:

- (i) the sum of: (A) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark and (B) the Benchmark Replacement Adjustment; or
- (ii) the sum of: (A) the alternate rate of interest that has been selected by the Issuer as the replacement for the then-current Benchmark giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar-denominated floating rate notes at such time and (B) the Benchmark Replacement Adjustment;

"Benchmark Replacement Adjustment" means the first alternative set forth in the order below that can be determined by the Issuer as of the Benchmark Replacement Date:

- (i) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement; or

- (ii) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time;

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Issuer decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer determines is reasonably necessary);

"Benchmark Replacement Date" means the earliest to occur of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

- (i) in the case of sub-paragraph (a), (b) or (c) of the definition of "Benchmark Transition Event" below, the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or
- (ii) in the case of sub-paragraph (d), (e) or (f) of the definition of "Benchmark Transition Event" below, the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

"Benchmark Transition Event" means the occurrence of one or more of the following events with respect to the then-current Benchmark (including the daily published component used in the calculation thereof):

- (a) the Benchmark has ceased to be published on the Relevant Screen Page as a result of such benchmark ceasing to be calculated or administered; or
- (b) a public statement by the administrator of the Benchmark that it has ceased, or will cease, publishing such Benchmark permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of such Benchmark); or
- (c) a public statement by the supervisor of the administrator of the Benchmark that such Benchmark has been or will be permanently or indefinitely discontinued; or
- (d) a public statement by the supervisor of the administrator of the Benchmark (as applicable) that means that such Benchmark will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, either generally or in respect of the Notes; or
- (e) a public statement by the supervisor of the administrator of the Benchmark that, in the view of such supervisor, such Benchmark is no longer representative of an underlying market; or

- (f) it has or will become unlawful for the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the relevant Benchmark (as applicable) (including, without limitation, under the BMR, if applicable).

Unless otherwise specified in the relevant Final Terms, the change of the Benchmark methodology does not constitute a Benchmark Transition Event. In the event of a change in the formula and/or (mathematical or other) methodology used to measure the Relevant Benchmark, reference shall be made to the Benchmark based on the formula and/or methodology as changed.

"**BMR**" means Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No. 596/2014 as amended or replaced from time to time;

"**Reference Time**" with respect to any determination of the Benchmark means (i) if the Benchmark is Compounded SOFR, the SOFR Determination Time, and (ii) if the Benchmark is not Compounded SOFR, the time determined by the Issuer after giving effect to the Benchmark Replacement Conforming Changes;

"**Relevant Governmental Body**" means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto; and

"**Unadjusted Benchmark Replacement**" means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

- (v) Any Benchmark Replacement, Benchmark Replacement Adjustment and the specific terms of any Benchmark Replacement Conforming Changes, determined under Condition above will be notified promptly by the Issuer to the Paying Agent, the Calculation Agent, the Paying Agents and, in accordance with Condition 15 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date on which such changes take effect.

No later than notifying the Paying Agent, the Calculation Agent and the Paying Agents of the same, the Issuer shall make available at its office a certificate signed by two authorised signatories of the Issuer:

- (A) confirming (x) that a Benchmark Transition Event has occurred, (y) the relevant Benchmark Replacement and, (z) where applicable, any Benchmark Replacement Adjustment and/or the specific terms of any relevant Benchmark Replacement Conforming Changes, in each case as determined in accordance with the provisions of this Condition 6(d); and
 - (B) certifying that the relevant Benchmark Replacement Conforming Changes are necessary to ensure the proper operation of such Benchmark Replacement and/or Benchmark Replacement Adjustment.
- (vi) For the avoidance of doubt, no consent of the Noteholders shall be required for a variation (as applicable) of the Notes in accordance with Condition 6(d)(v) above.
 - (vii) If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 6(d), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Period).

(e) *Interest – Floating Rate Notes referencing €STR (Screen Rate Determination)*

- (i) This Condition 6(e) is applicable to the Notes only if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable, Screen Rate Determination is specified in the relevant Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, and the "Reference Rate" is specified in the relevant Final Terms as being "€STR".
- (ii) Where "€STR" is specified as the Reference Rate in the Final Terms, the Rate of Interest for each Interest Period will, subject as provided below, be Compounded Daily €STR plus or minus (as specified in the relevant Final Terms) the Margin, all as determined by the Calculation Agent on each Interest Determination Date.
- (iii) For the purposes of this Condition 6(e):

"**Compounded Daily €STR**" means, with respect to any Interest Period, the rate of return of a daily compound interest investment (with the daily euro short-term rate as reference rate for the calculation of interest) as calculated by the Calculation Agent as at the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded if necessary to the nearest fifth decimal place, with 0.000005 being rounded upwards):

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{\text{€STR}_i \times n_i}{D} \right) - 1 \right] \times \frac{D}{d}$$

where:

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

- (i) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

"**D**" means the number specified as such in the relevant Final Terms (or, if no such number is specified, 360);

"**d_o**" means the number of TARGET Settlement Days in:

- (i) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period;

the "**€STR reference rate**", in respect of any TARGET Settlement Day, is a reference rate equal to the daily euro short-term rate ("€STR") for such TARGET Settlement Day as provided by the European Central Bank as the administrator of €STR (or any successor administrator of such rate) on the website of the European Central Bank (or, if no longer published on its website, as otherwise published by it or provided by it to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the TARGET Settlement Day immediately following such TARGET Settlement Day (in each case, at the time specified by, or determined in accordance with, the applicable methodology, policies or guidelines, of the European Central Bank or the successor administrator of such rate);

"**€STR_i**" means the €STR reference rate for:

- (i) where "Lag" is specified as the Observation Method in the relevant Final Terms, the TARGET Settlement Day falling "p" TARGET Settlement Days prior to the relevant TARGET Settlement Day "i"; or
- (ii) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant TARGET Settlement Day "i".

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

- (i) where "Lag" is specified as the Observation Method in the relevant Final Terms, the relevant Interest Period; or
- (ii) where "Observation Shift" is specified as the Observation Method in the relevant Final Terms, the relevant Observation Period,

to, and including, the last TARGET Settlement Day in such period;

"**Interest Determination Date**" means, in respect of any Interest Period, the date falling "p" TARGET Settlement Days prior to the Interest Payment Date for such Interest Period (or the date falling "p" TARGET Settlement Days prior to such earlier date, if any, on which the Notes are due and payable);

"**n_i**" for any TARGET Settlement Day "i" in the relevant Interest Period or Observation Period (as applicable), means the number of calendar days from (and including) such TARGET Settlement Day "i" up to (but excluding) the following TARGET Settlement Day;

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

"**p**" for any latest Interest Period or Observation Period (as applicable), means the number of TARGET Settlement Days specified as the "Lag Period" or the "Observation Shift Period" (as applicable) in the relevant Final Terms or, if no such period is specified, five TARGET Settlement Days.

- (iv) Subject to Condition 6(f) (*Benchmark Replacement*), if, where any Rate of Interest is to be calculated pursuant to Condition 6(e)(ii) above, in respect of any TARGET Settlement Day in respect of which an applicable €STR reference rate is required to be determined, such €STR reference rate is not made available on the Relevant Screen Page and has not otherwise been published by the relevant authorised distributors, then the €STR reference rate in respect of such TARGET Settlement Day shall be the €STR reference rate for the first preceding TARGET Settlement Day in respect of which €STR reference rate was published by the European Central Bank on its website.
- (v) Subject to Condition 6(f) (*Benchmark Replacement*), if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 6(e), the Rate of Interest shall be (A) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period) or (B) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and

excluding) the Interest Commencement Date (but applying the Margin applicable to the first Interest Period).

- (f) *Benchmark Replacement*: Other than in the case of a U.S. dollar-denominated floating rate Note for which the Reference Rate is specified in the relevant Final Terms as being "SOFR", notwithstanding the foregoing provisions of this Condition 6, if the Issuer (or the person specified in the relevant Final Terms as the party responsible for calculating the Rate of Interest and the Interest Amount(s)) determines that a Benchmark Event has occurred, when any Rate of Interest (or the relevant component part thereof) remains to be determined by reference to a Reference Rate, then the following provisions shall apply:
- (i) the Issuer shall use reasonable endeavours to appoint an Independent Adviser for the determination (with the Issuer's agreement) of a Successor Rate or, alternatively, if the Independent Adviser and the Issuer agree that there is no Successor Rate, an alternative rate (the "**Alternative Benchmark Rate**") and will notify the Paying Agent and Calculation Agent in either case and, an alternative screen page or source (the "**Alternative Relevant Screen Page**") and an Adjustment Spread (if applicable) no later than ten (10) Business Days prior to the relevant Interest Determination Date relating to the next succeeding Interest Period (the "**IA Determination Cut-off Date**") for purposes of determining the Rate of Interest applicable to the Notes for all future Interest Periods (as applicable) (subject to the subsequent operation of this Condition 6(f));
 - (ii) the Alternative Benchmark Rate shall be such rate as the Independent Adviser and the Issuer acting in good faith agree has replaced the relevant Reference Rate and notifies the Paying Agent and the Calculation Agent in customary market usage for the purposes of determining floating rates of interest in respect of eurobonds denominated in the Specified Currency, or, if the Independent Adviser and the Issuer agree that there is no such rate, such other rate as the Independent Adviser and the Issuer acting in good faith agree is most comparable to the relevant Reference Rate, and the Alternative Relevant Screen Page shall be such page of an information service as displays the Alternative Benchmark Rate;
 - (iii) if the Issuer is unable to appoint an Independent Adviser, or if the Independent Adviser and the Issuer cannot agree upon, or cannot select a Successor Rate or an Alternative Benchmark Rate and Alternative Relevant Screen Page prior to the IA Determination Cut-off Date in accordance with sub-paragraph (ii) above, then the Issuer (acting in good faith and in a commercially reasonable manner) may determine which (if any) rate has replaced the relevant Reference Rate in customary market usage for purposes of determining floating rates of interest in respect of eurobonds denominated in the Specified Currency, or, if it determines that there is no such rate, which (if any) rate is most comparable to the relevant Reference Rate, and the Alternative Benchmark Rate shall be the rate so determined by the Issuer and the Alternative Relevant Screen Page shall be such page of an information service as displays the Alternative Benchmark Rate; *provided however that* if (a) this sub-paragraph (iii) applies and the Issuer is unable or unwilling to determine an Alternative Benchmark Rate and Alternative Relevant Screen Page the Issuer will notify the Paying Agent and the Calculation Agent of such determination no later than ten (10) Business Days prior to the Interest Determination Date relating to the next succeeding Interest Period in accordance with this sub-paragraph (iii), or (b) in case the provisions relating to the occurrence of a Regulatory Event in case of a Benchmark Event are specified as applicable in the relevant Final Terms or the provisions relating to the occurrence of an MREL Disqualification Event in case of a Benchmark Event is specified as applicable in the relevant Final Terms (as applicable), the provisions under this Condition 6(f) would cause the occurrence of a Regulatory Event or an MREL Disqualification Event (as applicable), or (c) in the case of Senior Preferred Notes or Senior Non-Preferred Notes only, the provisions under this Condition 6(f) would result in the Relevant Authority treating an Interest Payment Date as the effective maturity date of the Notes, rather than the relevant Maturity Date, **then** the Reference Rate applicable to such Interest Period shall be equal to the Reference Rate for a term equivalent to the Relevant Interest Period published on the Relevant Screen Page as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last

preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the margin relating to that last preceding Interest Period). For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Period, and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 6(f).

- (iv) if a Successor Rate or an Alternative Benchmark Rate and an Alternative Relevant Screen Page is determined in accordance with the preceding provisions, such Successor Rate or Alternative Benchmark Rate and Alternative Relevant Screen Page shall be the benchmark and the Relevant Screen Page in relation to the Notes for all future Interest Periods (subject to the subsequent operation of this Condition 6(f));
- (v) if the Issuer, following consultation with the Independent Adviser and acting in good faith, determines that (a) an Adjustment Spread is required to be applied to the Successor Rate or Alternative Benchmark Rate and (b) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or Alternative Benchmark Rate for each subsequent determination of a relevant Rate of Interest and Interest Amount(s) (or a component part thereof) by reference to such Successor Rate or Alternative Benchmark Rate;
- (vi) if a Successor Rate or an Alternative Benchmark Rate and/or Adjustment Spread is determined in accordance with the above provisions, the Independent Adviser (with the Issuer's agreement) or the Issuer (as the case may be), may also specify amendments to the Day Count Fraction, Relevant Screen Page, Business Day Convention, Business Days, Interest Determination Date and/or the definition of Reference Rate applicable to the Notes, and the method for determining the fallback rate in relation to the Notes, in order to follow market practice in relation to the Successor Rate or Alternative Benchmark Rate and/or Adjustment Spread, which amendments shall apply to the Notes for all future Interest Periods (subject to the subsequent operation of this Condition 6(f)); and
- (vii) the Issuer shall promptly following the determination of any Successor Rate or Alternative Benchmark Rate and Alternative Relevant Screen Page and Adjustment Spread (if any) give notice thereof and of any changes pursuant to sub-paragraph (vi) above to the Calculation Agent, the Paying Agent and the Noteholders in accordance with Condition 15 (*Notices*). Prior to any amendment being effected under this Condition 6(f) due to a Benchmark Event (each, a "**Benchmark Amendment**") taking effect, the Issuer shall provide a certificate signed by two Authorised Signatories to the Paying Agent, the Calculation Agent and the Paying Agent confirming, in the Issuer's reasonable opinion (following consultation with the Independent Adviser), (i) that a Benchmark Event has occurred, (ii) the Successor Rate or Alternative Reference Rate (as applicable), (iii) where applicable, any Adjustment Spread and (iv) where applicable, the terms of any Benchmark Amendments in each case determined in accordance with this Condition 6 that such Benchmark Amendments are necessary to give effect to any application of this Condition 6 and the Paying Agent, the Calculation Agent and the Paying Agent shall be entitled to rely on such certificate without further enquiry or liability to any person. For the avoidance of doubt, the Paying Agent, the Calculation Agent and the Paying Agent shall not be liable to the Noteholders or any other person for so acting or relying on such certificate, irrespective of whether any such modification is or may be materially prejudicial to the interests of any such person. The Successor Rate or Alternative Benchmark Rate (as applicable) or where applicable, any Adjustment Spread and any Benchmark Amendments and without prejudice to the Paying Agent, the Calculation Agent and the Paying Agent ability to rely on such certificate (as aforesaid) will be binding on the Issuer, the Agents (or such other Calculation Agent specified in the applicable Final Terms), the other Paying Agents, and the Noteholders.
- (viii) For the avoidance of doubt, no consent of the Noteholders shall be required for a variation (as applicable) of the Notes in accordance with Condition 6(f)(vii) above.
- (ix) Notwithstanding any other provision of this Condition 6(f), if in the Calculation Agent's opinion there is any uncertainty between two or more alternative courses of action in making

any determination or calculation under this Condition 6(f), the Calculation Agent shall promptly notify the Issuer thereof and the Issuer shall direct the Calculation Agent in writing as to which alternative course of action to adopt. If the Calculation Agent is not promptly provided with such direction, or is otherwise unable to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Calculation Agent shall be under no obligation to make such calculation or determination and shall not incur any liability for not doing so.

- (g) *Calculation of Interest Amount:* The Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount of such Note during such Interest Period and multiplying the product by the relevant Day Count Fraction and rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit rounded upwards). For this purpose a "**sub-unit**" means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent. Where the Specified Denomination of a Floating Rate Note is the multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amounts (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination without any further rounding.
- (h) *Calculation of other amounts:* If the relevant Final Terms specifies that any other amount is to be calculated by the Calculation Agent, the Calculation Agent will, as soon as practicable after the time or times at which any such amount is to be determined, calculate the relevant amount. The relevant amount will be calculated by the Calculation Agent in the manner specified in the relevant Final Terms.
- (i) *Publication:* The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it together with any relevant payment date(s) to be notified to the Issuer, the Paying Agents, Monte Titoli and each trading venue (if any) on which the Notes are then admitted to trading as soon as practicable after such determination but (in the case of each Rate of Interest, Interest Amount and Interest Payment Date) in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given to the Noteholders in accordance with Condition 15 (*Notices*). The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) without notice in the event of an extension or shortening of the relevant Interest Period.
- (j) *Notifications etc:* All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Paying Agent, the Noteholders and Monte Titoli and (subject as aforesaid) no liability to any such person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

7. **Redemption and Purchase**

- (a) *Scheduled redemption:* Unless previously redeemed, or purchased and cancelled, the Notes will be redeemed at their Final Redemption Amount on the Maturity Date, subject as provided in Condition 8 (*Payments*).

Unless previously redeemed, or purchased, or cancelled, the Subordinated Notes will be redeemed in whole at their Final Redemption Amount on the Maturity Date, in the manner provided for in Condition 8 (*Payments*). The Subordinated Notes are not redeemable at the option of the Noteholders and the Issuer shall have the right to call, redeem, repay or repurchase the Subordinated Notes only in accordance with and subject to the conditions set out in Articles 77 and 78 of the CRR being met and not prior to five (5) years from their Issue Date, except where the conditions set out in Article 78 of the CRR are met (see Condition 7(b) (*Redemption for tax reasons*), Condition 7(c) (*Redemption at the option of the Issuer*), Condition 7(f) (*Redemption of Subordinated Notes for regulatory reasons*)).

(*Regulatory Call*)), Condition 7(j) (*Purchase*) and Condition 7(n) (*Regulatory conditions for call, redemption, repayment or repurchase of Subordinated Notes*)).

(b) *Redemption for tax reasons*: The Notes may be redeemed at the option of the Issuer in whole, but not in part:

- (i) at any time (if the Floating Rate Note Provisions are not specified in the relevant Final Terms as being applicable); or
- (ii) on any Interest Payment Date (if the Floating Rate Note Provisions are specified in the relevant Final Terms as being applicable),

on giving not less than 30 nor more than 60 days' notice to the Noteholders (which notice shall be irrevocable), at their Early Redemption Amount (Tax), together with interest accrued (if any) to the date fixed for redemption, if (1) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 9 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of the Republic of Italy, or any political subdivision or any authority or agency thereof or therein, or any change in the application or interpretation or administration of such laws or regulations, which change or amendment (such change or amendment being material and not reasonably foreseeable at the Issue Date in the case of Subordinated Notes) becomes effective on or after the date of issue of the first Tranche of the Notes; and (2) such obligation cannot be avoided by the Issuer taking reasonable measures available to it (any such event, a "**Tax Event**").

At least 15 days prior to the publication of any notice of redemption pursuant to this paragraph, the Issuer shall make available at its specified office to the Noteholders a certificate signed by two duly authorised officers of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred (and such evidence shall be conclusive and binding on the Noteholders). Upon the expiry of any such notice as is referred to in this Condition 7(b), the Issuer shall be bound to redeem the Notes in accordance with this Condition 7(b).

In the case of Subordinated Notes, the redemption referred to in this Condition 7(b) shall be subject to Condition 7(m) (*Regulatory conditions for call, redemption, repayment or repurchase of Subordinated Notes*).

In the case of Senior Preferred Notes and Senior Non-Preferred Notes, the redemption referred to in this Condition 7(b) shall be subject to Condition 7(n) (*Regulatory conditions for call, redemption, repayment, repurchase or modification of Senior Preferred Notes and Senior Non-Preferred Notes*).

(c) *Redemption at the option of the Issuer*: If the Call Option is specified in the relevant Final Terms as being applicable, the Notes may be redeemed at the option of the Issuer in whole or, if so specified in the relevant Final Terms, in part on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) on the Issuer giving not less than 15 nor more than 30 days' notice to Monte Titoli and the Noteholders (which notice shall be irrevocable and shall oblige the Issuer to redeem the Notes or, as the case may be, the Notes specified in such notice on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount (Call) plus accrued interest (if any) to such date).

In the case of Subordinated Notes, no Call Option in accordance with this Condition 7(c) may be exercised by the Issuer to redeem, in whole or in part, such Notes prior to the fifth anniversary of their Issue Date. After the fifth anniversary of such Issue Date, the redemption referred to in this Condition 7(c) shall be subject to Condition 7(m) (*Regulatory conditions for call, redemption, repayment, repurchase or modification of Subordinated Notes*).

In the case of Senior Preferred Notes and Senior Non-Preferred Notes, the redemption referred to in this Condition 7(c) shall be subject to Condition 7(n) (*Regulatory conditions for call, redemption, repayment, repurchase or modification of Senior Preferred Notes and Senior Non-Preferred Notes*).

(d) *Partial redemption:*

If Notes are to be redeemed in part only on any date in accordance with Condition 7(c) (*Redemption at the option of the Issuer*), the Notes to be redeemed shall be selected in accordance with the rules of Monte Titoli (to be reflected in the records of Monte Titoli as a pro rata reduction in principal amount), subject to compliance with applicable law and the rules of each trading venue on which the Notes are then admitted to trading. If any Maximum Redemption Amount or Minimum Redemption Amount is specified in the relevant Final Terms, then the Optional Redemption Amount (Call) shall in no event be greater than the maximum or be less than the minimum so specified.

(e) *Redemption at the option of Noteholders:*

This provision is not applicable to Senior Non-Preferred Notes and Subordinated Notes.

If the Put Option is specified in the relevant Final Terms as being applicable, the Issuer shall, at the option of the Holder of any Note, redeem such Note on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put) together with interest (if any) accrued to such date. The applicable Final Terms contains provisions applicable to any Put Option and must be read in conjunction with this Condition 7(e) for full information on any Put Option. In particular, the applicable Final Terms will identify the Optional Redemption Date (Put), the Optional Redemption Amount (Put) and the applicable notice periods.

If the Put Option is specified as being applicable in the applicable Final Terms, the Holder of any Note must deposit with its Monte Titoli Account Holder and with any Paying Agent a duly completed Put Option Notice in the form obtainable from any Paying Agent. The Put Option Notice shall represent the instructions for the Monte Titoli Account Holder to authorise Monte Titoli to proceed with the activities connected with such exercise. No duly completed Put Option Notice in accordance with this Condition 7(e) may be withdrawn; provided, however, that if, prior to the relevant Optional Redemption Date (Put), any Note which is the subject of the Put Option becomes immediately due and payable or, on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Paying Agent shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Put Option Notice. Upon delivery of a Put Option Notice and up to including the Optional Redemption Date (Put), no transfer of title to the Note(s) for which the Put Option Notice has been delivered will be allowed. During the 10 Business Days prior to the Optional Redemption Date (Put), the Paying Agent shall cooperate with Monte Titoli in order to reconcile the amount of Notes to be redeemed and cancelled on the Optional Redemption Date(s) (Put) and the aggregate Optional Redemption Amount (Put) to be paid, together with any other necessary information requested by Monte Titoli in respect of such redemption.

(f) *Redemption of Subordinated Notes for regulatory reasons (Regulatory Call):* If Regulatory Call is specified in the applicable Final Terms and if Intesa Sanpaolo notify the Noteholders of the occurrence of a Regulatory Event, Intesa Sanpaolo may redeem such Subordinated Notes, in whole but not in part, at the Early Redemption Amount specified in the applicable Final Terms, together with any accrued but unpaid interest to the date fixed for redemption, *provided that* (to the extent required by applicable law or regulation) Intesa Sanpaolo has given not less than the minimum period nor more than the maximum period of notice to Monte Titoli and the Noteholders of such Subordinated Notes (such notice being irrevocable) specifying the date fixed for such redemption.

Upon the expiry of such notice period, Intesa Sanpaolo shall be bound to redeem the Subordinated Notes accordingly.

The redemption referred to in this Condition 7(f) shall be subject to Condition 7(m) (*Regulatory conditions for call, redemption, repayment, repurchase or modification of Subordinated Notes*).

(g) *Redemption at the option of the Issuer of Senior Preferred Notes and Senior Non-Preferred Notes due to an MREL Disqualification Event:* If redemption at the option of the Issuer due to an MREL Disqualification Event is specified as being applicable in the applicable Final Terms, the Issuer may, having given not less than the minimum period nor more than the maximum period of notice specified

in the applicable Final Terms to Monte Titoli and the Noteholders in accordance with Condition 15 (*Notices*) (which notice shall specify the date fixed for redemption) and the Agents, redeem the Senior Preferred Notes or the Senior Non-Preferred Notes, in whole but not in part, then outstanding at any time (if the Senior Preferred Note or the Senior Non-Preferred Note is not a Floating Rate Note) or on any Interest Payment Date (if this Senior Preferred Note or the Senior Non-Preferred Note is a Floating Rate Note) at the Early Redemption Amount specified in the applicable Final Terms, together with any accrued but unpaid interest to the date fixed for redemption, if the Issuer determines that an MREL Disqualification Event has occurred and is continuing. Upon the expiry of any such notice as is referred to in this Condition 7(g), the Issuer shall redeem the Notes in accordance with this Condition 7(g).

The redemption referred to in this Condition 7(g) shall be subject to Condition 7(n) (*Regulatory conditions for call, redemption, repayment, repurchase or modification of Senior Preferred Notes and Senior Non-Preferred Notes*).

- (h) *Clean-up redemption at the option of the Issuer*: If a clean-up redemption option (the "**Clean-Up Redemption Option**") is specified as applicable in the Final Terms, and if 75 per cent. or any higher percentage specified in the relevant Final Terms (the "**Clean-Up Percentage**") of the initial aggregate principal amount of the Notes of the same Series (which for the avoidance of doubt includes, any additional Notes issued subsequently and forming a single series with the first Tranche of a particular Series of Notes) have been redeemed or purchased by, or on behalf of, the Issuer and cancelled, the Issuer may, at its option, and having given to the Noteholders not less than 5 nor more than 30 calendar days' notice (the "**Clean-Up Redemption Notice**"), in accordance with Condition 15 (*Notices*) (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem such outstanding Notes, in whole but not in part, at their clean-up redemption amount ("**Clean-Up Redemption Amount**") together, if appropriate, with accrued interest to (but excluding) the date of redemption, on the date fixed for redemption identified in the Clean-Up Redemption Notice.

In the case of Subordinated Notes, the redemption referred to in this Condition 7(h) shall be subject to Condition 7(m) (*Regulatory conditions for call, redemption, repayment or repurchase of Subordinated Notes*).

In the case of Senior Notes and Senior Non-Preferred Notes, the redemption referred to in this Condition 7(h) shall be subject to Condition 7(n) (*Regulatory conditions for call, redemption, repayment or repurchase of Senior Notes and Senior Non-Preferred Notes*).

- (i) *No other redemption*: The Issuer shall not be entitled to redeem the Notes otherwise than as provided in Conditions 7(a) (*Scheduled redemption*) to 7(g) (*Redemption at the option of the Issuer of Senior Preferred Notes and Senior Non-Preferred Notes due to an MREL Disqualification Event*) above.
- (j) *Purchase*: The Issuer may, including for market making purposes, purchase Notes in the open market or otherwise and at any price. Such Notes may be held, resold or, at the option of the purchaser, cancelled. The repurchases referred to in this Condition 7(j) shall be subject to Condition 7(m) (*Regulatory conditions for call, redemption, repayment, repurchase or modification of Subordinated Notes*) and Condition 7(n) (*Regulatory conditions for call, redemption, repayment, repurchase or modification of Senior Preferred Notes and Senior Non-Preferred Notes*).
- (k) *Cancellation*: All Notes so redeemed by the Issuer shall be cancelled and may not be reissued or resold.
- (l) *Redemption Amount*: For the avoidance of doubt, in no event will the Redemption Amount of any Notes be lower than the principal amount of the Notes.
- (m) *Regulatory conditions for call, redemption, repayment, repurchase or modification of Subordinated Notes*: In the case of Subordinated Notes, any call, redemption, repayment or repurchase of such Notes in accordance with Condition 7(b) (*Redemption for tax reasons*), Condition 7(c) (*Redemption at the option of the Issuer*), Condition 7(f) (*Redemption of Subordinated Notes for regulatory reasons (Regulatory Call)*), Condition 7(h) (*Clean-up redemption at the option of the Issuer*), Condition 7(j) (*Purchase*) or Condition 13 (*Meetings of Noteholders; Modification and Waiver; Substitution*) (including, for the avoidance of doubt, any modification in accordance with Condition 13 (*Meetings*

of Noteholders; Modification and Waiver; Substitution)) is subject to conditions compliance with the then Applicable Banking Regulations, including, as relevant:

- (i) the Issuer having obtained the prior permission of the Relevant Authority in accordance with Articles 77 and 78 of the CRR, as amended or replaced from time to time, where either:
 - (A) on or before such call, redemption, repayment or repurchase (as applicable), the Issuer replaces the Subordinated Notes with Own Funds instruments of equal or higher quality at terms that are sustainable for its income capacity; or
 - (B) the Issuer has demonstrated to the satisfaction of the Relevant Authority that its Own Funds would, following such call, redemption, repayment or repurchase, exceed the capital requirements laid down in the Applicable Banking Regulations by a margin that the Relevant Authority considers necessary; and
- (ii) in respect of a call, redemption repayment or repurchase prior to the fifth anniversary of the Issue Date of the relevant Subordinated Notes, if and to the extent required under Article 78(4) of the CRR or the Capital Instruments Regulation:
 - (A) in the case of redemption pursuant to Condition 7(b) (*Redemption for tax reasons*), the Issuer having demonstrated to the satisfaction of the Relevant Authority that the change in the applicable tax treatment of the Notes is material and was not reasonably foreseeable as at the Issue Date; or
 - (B) in case of redemption pursuant to Condition 7(f) (*Redemption of Subordinated Notes for regulatory reasons (Regulatory Call)*), a Regulatory Event has occurred; or
 - (C) on or before the relevant call, redemption, repayment or repurchase, the Issuer replaces the Notes with Own Funds instruments of equal or higher quality at terms that are sustainable for income capacity of the Issuer and the Relevant Authority has permitted that action on the basis of the determination that it would be beneficial from a prudential point of view and justified by exceptional circumstances; or
 - (D) the Subordinated Notes are repurchased for market making purposes,

subject in any event to any alternative or additional conditions or requirements as may be applicable from time to time under the Applicable Banking Regulations.

The Relevant Authority may grant a general prior permission, for a specified period which shall not exceed one year, to redeem or purchase (including for market making purposes) the Subordinated Notes, in the limit of a predetermined amount, which shall not exceed the lower of (i) 10 per cent. (or any other threshold as may be requested or required by the Relevant Authority from time to time) of the aggregate nominal amount of the relevant Subordinated Notes and (ii) 3 per cent. (or any other threshold as may be requested or required by the Relevant Authority from time to time) of the outstanding aggregate nominal amount of the Tier 2 Instruments of the Issuer at the relevant time, subject to criteria that ensure that any such redemption or purchase will be in accordance with the conditions set out at letters (A) and (B) of sub-paragraph (i) of the preceding paragraph.

For the avoidance of doubt, any refusal of the Relevant Authority to grant its permission in accordance with Article 78 of the CRR shall not constitute a default of the Issuer for any purposes.

- (n) *Regulatory conditions for call, redemption, repayment, repurchase or modification of Senior Preferred Notes and Senior Non-Preferred Notes*: Any call, redemption, repayment or repurchase in accordance with Condition 7(b) (*Redemption for tax reasons*), Condition 7(c) (*Redemption at the option of the Issuer*), Condition 7(j) (*Purchase*), Condition 7(g) (*Redemption at the option of the Issuer of Senior Preferred Notes and Senior Non-Preferred Notes due to an MREL Disqualification Event*), Condition 7(h) (*Clean-up redemption at the option of the Issuer*) or Condition 13 (*Meetings of Noteholders; Modification and Waiver; Substitution*) (including, for the avoidance of doubt, any modification in accordance with Condition 13 (*Meetings of Noteholders; Modification and Waiver; Substitution*)) of Senior Preferred Notes or Senior Non-Preferred Notes is subject, to the extent such Senior Preferred

Notes or Senior Non-Preferred Notes qualify at such time as liabilities that are eligible to meet the MREL Requirements (Eligible Liabilities Instruments) or, in case of a redemption pursuant to Condition 7(g) (*Redemption at the option of the Issuer of Senior Preferred Notes and Senior Non-Preferred Notes due to an MREL Disqualification Event*), qualified as liabilities that are eligible to meet the MREL Requirements before the occurrence of the MREL Disqualification Event, to compliance with the then applicable Banking Regulations, including, as relevant, the condition that the Issuer has obtained the prior permission of the Relevant Authority 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 Relevant Notes 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 Relevant 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 Banking Regulations by a margin that the Relevant Authority considers necessary; or
- (iii) the Issuer has demonstrated to the satisfaction of the Relevant Authority that the partial or full replacement of the relevant Notes with Own Funds Instruments is necessary to ensure compliance with the Own Funds requirements laid down in the Applicable Banking Regulations for continuing authorisation,

subject in any event to any different conditions or requirements as may be applicable from time to time under the Applicable Banking Regulations.

The Relevant Authority may grant a general prior permission, for a specified period which shall not exceed one year, to redeem or purchase (including for market making purposes) Senior Preferred Notes or Senior Non-Preferred Notes, in the limit of a predetermined amount, subject to criteria that ensure that any such redemption or purchase will be in accordance with the conditions set out in subparagraphs (i) and (ii) of the preceding paragraph.

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.

8. Payments

- (a) *Principal*: Payment of principal and interest in respect of the Notes will be credited, according to the instructions of Monte Titoli, by the Paying Agent to the accounts of the Monte Titoli Account Holders whose accounts with Monte Titoli are credited with those Notes and thereafter credited by such Monte Titoli Account Holders to the accounts of the beneficial owners of those Notes in accordance with the rules and procedures of Monte Titoli.
- (b) *Payments subject to fiscal laws*: All payments in respect of the Notes are subject in all cases to (i) any applicable fiscal or other laws and regulations in the place of payment, but without prejudice to the provisions of Condition 9 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the Code) or otherwise imposed pursuant to Section 1471 through 1474 of the Code, any regulation or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto. No commissions or expenses shall be charged to the Noteholders in respect of such payments.
- (c) *Payments on business days*: If the due date for payment of any amount in respect of any Note is not a Payment Business Day, the holder shall not be entitled to payment in such place of the amount due until the next succeeding Payment Business Day and shall not be entitled to any further interest or other payment in respect of any such delay.

9. Taxation

- (a) *Gross up*: All payments of principal (if applicable) and interest in respect of the Notes (if any) by or on behalf of the Issuer shall be made free and clear of, and without withholding or deduction for, or

on account of, any present or future taxes, present or future, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by or on behalf of the Republic of Italy or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts as shall be necessary in order that the net amounts received by the Noteholders (if relevant) after such withholding or deduction shall be equal to the amounts of principal, in case of Senior Preferred Notes not qualifying at such time as liabilities that are eligible to meet the MREL Requirements only (if permitted by the Applicable Banking Regulations), and interest, in case of any Notes, and which would otherwise have been receivable by them if no such withholding or deduction had been required, except that no such additional amounts shall be payable in respect of any payment of any interest or principal either:

- (i) for or on account of *Imposta Sostitutiva* (at the then applicable rate of tax) pursuant to Italian Legislative Decree No. 239 of 1 April 1996 (as amended), the "**Legislative Decree No. 239**" or, for the avoidance of doubt, Italian Legislative Decree No. 461 of 21 November 1997 (as amended or supplemented) or any related implementing regulations and in all circumstances in which the procedures set forth in Legislative Decree No. 239 in order to benefit from a tax exemption have not been met or complied with except where such procedures have not been met or complied with due to the actions or omissions of Intesa Sanpaolo or its agents; or
- (ii) with respect to any Notes presented for payment:
 - (A) in the Republic of Italy; or
 - (B) by or on behalf of a holder who is liable for such taxes or duties in respect of such Note by reason of his having some connection with the Republic of Italy other than the mere holding of such Note; or
 - (C) by or on behalf of a holder who is entitled to avoid such withholding or deduction in respect of such Note by making, or procuring, a declaration of non-residence or other similar claim for exemption but has failed to do so; or
 - (D) more than 30 days after the Relevant Date except to the extent that the relevant holder would have been entitled to an additional amount on presenting such Note for payment on such thirtieth day assuming that day to have been a Business Day; or
 - (E) in the event of payment to a non-Italian resident legal entity or a non-Italian resident individual, to the extent that interest or other amounts is paid to a non-Italian resident legal entity or a non-Italian resident individual which is resident in a country which does not allow for a satisfactory exchange of information with the Republic of Italy; or
 - (F) in respect of Notes classified as atypical securities where such withholding or deduction is required under Law Decree No. 512 of 30 September 1983, as amended and supplemented from time to time;

Notwithstanding any other provision in these Conditions, the Issuer shall be permitted to withhold or deduct any amounts required by the rules of Sections 1471 through 1474 of the Code, any regulation or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto ("**FATCA Withholding**") as a result of a holder, beneficial owner or an intermediary that is not an agent of the Issuer not being entitled to receive payments free of FATCA Withholding. The Issuer will have no obligation to pay additional amounts or otherwise indemnify an investor for any such FATCA Withholding deducted or withheld by the Issuer, the paying agent or any other party.

- (b) *Taxing jurisdiction*: If payments made by the Issuer become subject to withholding tax as a result of the Issuer becoming resident, whether for tax purposes or otherwise, in any taxing jurisdiction other than the Republic of Italy, references in these Conditions to the Republic of Italy shall be construed as references to such other jurisdiction instead of the Republic of Italy.

10. Events of Default

- (a) In the event of compulsory winding-up (*liquidazione coatta amministrativa*) of the Issuer pursuant to Articles 80 and following of the Consolidated Banking Act or voluntary winding-up (*liquidazione volontaria*) in accordance with Article 96-*quinquies* of the Consolidated Banking Act, then any Note may, by written notice addressed by the holder thereof to the Issuer and delivered to the Issuer or to the Specified Office of the Paying Agent, be declared immediately due and payable, whereupon it shall become immediately due and payable at its outstanding principal amount together with accrued interest (if any) without further action or formality.
- (b) No remedy (including any remedy under the Italian Civil Code) against the Issuer other than as specifically provided by this Condition 10 (*Events of Default*) shall be available to the Paying Agent or to the holders of the Notes to request the acceleration of their claims against the Issuer, whether for the recovery of amounts owing in respect of the Notes or in respect of any breach by the Issuer of any of its obligations under the Notes or otherwise.
- (c) For the avoidance of doubt, the non-payment by the Issuer of any amount due and payable under these Notes, or the taking of any crisis prevention measure or crisis management measure in relation to the Issuer in accordance with the BRRD, is not an event of default.
- (d) No Event of Default for the Notes shall occur other than in the context of an insolvency or liquidation in respect of the Issuer (and, for the avoidance of doubt, resolution proceeding(s) or *moratoria* imposed by a resolution authority in respect of the Issuer shall not constitute an Event of Default for the Notes for any purpose).

11. Prescription

Claims against the Issuer for payment of principal and interest in respect of the Notes will be prescribed and become void unless made, in the case of principal, within ten years or, in the case of interest, five years after the Relevant Date.

12. Paying Agents

The initial Paying Agent is Intesa Sanpaolo. The initial Calculation Agent (if any) is specified in the applicable Final Terms. The Issuer reserves the right to terminate Intesa Sanpaolo's role as Paying Agent at any time and to appoint another person to act as Paying Agent or vary or terminate the appointment of any paying agent appointed under the terms of an agency agreement in a customary form and/or appoint additional or other paying agents and appoint a successor paying agent or Calculation Agent, provided it will at all times maintain:

- (i) a Paying Agent; and
- (ii) if a Calculation Agent is specified in the applicable Final Terms, the Issuer shall at all times maintain a Calculation Agent.

Notice of any change in any of the Agents or in their Specified Offices shall promptly be given to the Noteholders in accordance with Condition 15 (*Notices*).

13. Meetings of Noteholders; Modification and Waiver; Substitution

- (a) The Conditions may not be amended without the prior approval of the Relevant Authority (if applicable). The Provisions for Meetings of Noteholders contains provisions for convening meetings (including by way of conference call) of the Noteholders to consider any matters affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of any of these Conditions, and the terms of the Notes. The modification of certain terms, including, *inter alia*, the status of the Notes, the rate of interest payable in respect of the Notes, the principal amount thereof, the currency of payment thereof, the date for repayment of the Notes and any date for payment of, or the method of determining the rate of, interest thereon, may only be effected at a meeting of Noteholders to which special quorum provisions apply. Any resolution duly passed at a meeting of Noteholders shall be binding on all the Noteholders, whether present or not.

- (b) The Notes and these Conditions may be amended without the consent of the Noteholders to correct a manifest error. In addition, the Issuer may not effect, without the consent of the Noteholders, any modification unless it is of a formal, minor or technical nature, it is made to correct a manifest error or it is, in the opinion of such parties, not materially prejudicial to the interests of the Noteholders.
- (c) No consent of the Noteholders shall be required for an Approved Reorganisation, *provided that*: (A) if required by the Applicable Banking Regulations, the Issuer has obtained the prior permission of the Relevant Authority; and (B) the Issuer shall make available at its specified office to the Noteholders, a certificate signed by two directors of the Issuer stating that:
 - (i) immediately prior to the assumption of its obligations, the Resulting Entity is solvent after taking account of all prospective and contingent liabilities resulting from its becoming the Resulting Entity; and
 - (ii) the proposed consolidation, merger or amalgamation will be an Approved Reorganisation.

Any Approved Reorganisation shall be notified to the Noteholders in accordance with Condition 15 (*Notices*).

- (d) This Condition 13(d) applies to Subordinated Notes. If at any time a Tax Event, an Alignment Event or a Regulatory Event occurs and/or in order to ensure the effectiveness and enforceability of Condition 18 (*Acknowledgment of the Bail-in Power*), then the Issuer may, subject to giving any notice required to, and receiving consent from, the Relevant Authority (without any requirement for the consent or approval of the holders of Subordinated Notes of that Series) and having given not less than 30 (thirty) nor more than 60 (sixty) days' notice to the Monte Titoli, Paying Agent and the Holders of Subordinated Notes of that Series (which notice shall be irrevocable), at any time vary the terms of such Subordinated Notes so that they remain or, as appropriate, become, Qualifying Subordinated Securities (as defined below), *provided that* such variation does not itself give rise to any right of the Issuer to redeem the varied or substituted securities that would otherwise provide the Issuer with a right of redemption pursuant to the provisions of Subordinated Notes.

For the avoidance of doubt, no consent of the Noteholders shall be required for a variation of the Notes in accordance with this Condition 13(d).

- (e) This Condition 13(e) applies to Senior Preferred Notes and Senior Non-Preferred Notes. If at any time an MREL Disqualification Event or an Alignment Event occurs and/or in order to ensure the effectiveness and enforceability of Condition 18 (*Acknowledgment of the Bail-in Power*), then the Issuer may, subject to giving any notice required to be given to, and receiving consent from, the Relevant Authority (without any requirement for the consent or approval of the holders of the Senior Preferred Notes or Senior Non-Preferred Notes of that Series) and having given not less than 30 (thirty) nor more than 60 (sixty) days' notice to the Paying Agent and the Holders of the Senior Preferred Notes or Senior Non-Preferred Notes of that Series, which notice shall be irrevocable, at any time vary the terms of such Senior Preferred Notes or Senior Non-Preferred Notes so that they remain or, as appropriate, become Qualifying Senior Preferred Notes or Qualifying Senior Non-Preferred Notes (each as defined below), *provided that* such variation does not itself give rise to any right of the Issuer to redeem the varied or substituted securities.

For the avoidance of doubt, no consent of the Noteholders shall be required for a substitution or variation (as applicable) of the Notes in accordance with this Condition 13(e).

14. Further Issues

The Issuer may from time to time, without the consent of the Noteholders, create and issue further notes having the same terms and conditions as the Notes in all respects (or in all respects other than the Issue Date, Issue Price and/or Interest Commencement Date and/or the first payment of interest) so as to form a single series with the Notes.

15. Notices

For so long as the Notes are held through Monte Titoli, all notices to the holders of Notes will be valid if (i) the notice is delivered through the Monte Titoli systems; and (ii) if and so long as the Notes are admitted to trading on any trading venue of Borsa Italiana S.p.A., the notice shall be delivered to Borsa Italiana S.p.A. to be published in accordance with the rules of Borsa Italiana S.p.A. (if and for as long as the rules of the exchange so require), guidelines and market practice. If any such publication is not practicable, notices will be validly given if published in another leading daily English and/or Italian language newspaper of general circulation in Europe.

Any such notice shall be deemed to have been given on the date of first publication (or if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers).

16. Rounding

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions or the relevant Final Terms), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), and (b) all United States dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up).

17. Governing Law and Jurisdiction

- (a) *Governing law:* The rights and obligations in respect of the Notes, and any non contractual obligations arising out of or in connection with each of the foregoing, are governed by, and shall be construed in accordance with, Italian law.
- (b) *Jurisdiction:* The courts of Milan are to have exclusive jurisdiction to hear and determine any suit, action or proceedings and to hear and determine any suit, action or proceedings and to settle any disputes which may arise out of or in connection with the Notes (including dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the foregoing) (respectively "**Proceedings**" and "**Disputes**") and for such purposes irrevocably submits to the exclusive jurisdiction of such courts. If the Noteholder is a consumer, pursuant to Article 3 of Legislative Decree No. 206 of 2005 (the "**Consumer Code**"), the courts of the jurisdiction in which the Noteholder has his residence or elective domicile shall have jurisdiction.
- (c) *Consent to enforcement etc:* The Issuer consents generally in respect of any Proceedings to the giving of any relief or the issue of any process in connection with such Proceedings including (without limitation) the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment which may be made or given in such Proceedings.

18. Acknowledgement of the Bail-in Power

Notwithstanding any provision of these Conditions or any other agreements, arrangements, or understandings between the Issuer and any holder, and without prejudice to Article 55(1) of the BRRD, by its acquisition of the Notes each holder (which, for the purposes of this Condition 18, includes each holder of a beneficial interest in the Notes) acknowledges, accepts, consents to and agrees to be bound by:

- (i) the effects of the exercise of the Bail-in Power by the Relevant 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 principal amount in respect of the Notes 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 principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and 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 Notes or the principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; and (iv) the amendment or alteration of the maturity of the Notes or amendment of the amount of interest payable on the Notes, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and

- (ii) the variation of these Conditions, as deemed necessary by the Relevant Authority, to give effect to the exercise of the Bail-in Power by the Relevant Authority.

The exercise of the Bail-in Power by the Relevant Authority shall not constitute an event of default and these Conditions shall remain in full force and effect save as varied by the Relevant Authority in accordance with this Condition 18.

Upon the Issuer being informed or notified by the Relevant Authority of the actual date from which the exercise of the Bail-in Power is effective with respect to the Notes, the Issuer shall notify the holders of the Notes without delay. Any delay or failure by the Issuer to give notice shall not affect the validity and enforceability of the Bail-in Power nor the effects on the Notes described in this Condition 18, and shall not constitute an Event of Default.

Each Noteholder also acknowledges and agrees that this provision is exhaustive on the matters described herein to the exclusion of any other agreements, arrangements or understandings relating to the application of any Bail-in Power to the Notes.

SCHEDULE 1 TO THE TERMS AND CONDITIONS FOR THE NOTES

PROVISIONS FOR MEETINGS OF NOTEHOLDERS

The following provisions (the "**Provisions for Meetings of Noteholders**") will apply to the meetings of the holders of the Notes and will remain in full force and effect until full repayment or cancellation of the Notes to which the Provisions apply.

The contents of these Provisions for Meetings of Noteholders are subject to any mandatory provisions of Italian law (including, without limitation, those set out in the Financial Services Act) and the Issuer's By-Laws in force from time to time.

Unless otherwise provided in these Provisions for Meetings of Noteholders, any capitalised term shall have the meaning attributed to it in the Terms and Conditions for the Notes.

1. DEFINITIONS

1.1 In this Schedule 1 and the Conditions, the following expressions have the following meanings:

"**Chairman**" means, in relation to any Meeting, the individual who takes the chair in accordance with paragraph 8 (*Chairman*);

"**Eligible Voter**" means the person in whose account with Monte Titoli the relevant Note is held by the relevant Monte Titoli Account Holder, as evidenced by the Participating Notification, as at the close of business on the Record Date, taking into account Article 83-sexies of the Financial Services Act;

"**Extraordinary Resolution**" means a resolution passed at a Meeting duly convened and held in accordance with this Schedule 1 by a majority of not less than three quarters of the votes cast;

"**Meeting**" means a meeting of Noteholders (including by way of conference call or by use of a videoconference platform) (whether originally convened or resumed following an adjournment and including, if applicable, a Single Call Meeting);

"**Participating Notification**" means, in relation to any Meeting, the notification requested by any Noteholder, issued by the relevant Monte Titoli Account Holder and notified electronically to the Issuer through the Monte Titoli systems or any other electronic platform, in accordance with Article 83-sexies of the Financial Services Act, setting out, *inter alia*, (i) the aggregate principal amount of the Notes in respect of which the notification is given and (ii) that the person identified therein is entitled to attend and vote at the Meeting as an Eligible Voter;

"**Proxy**" in relation to any Meeting, a person appointed to vote by the Eligible Voter under a Proxy Delegation other than:

- (a) any such person whose appointment has been revoked and in relation to whom Issuer or Monte Titoli or the relevant the Paying Agent, if applicable, has been notified in writing of such revocation by close of business of the second business day before the time fixed for such Meeting; and
- (b) any such person appointed to vote at a Meeting which has been adjourned for want of a quorum and who has not been re-appointed, or was not originally appointed, to vote at the Meeting when it is resumed;

"**Proxy Agent**" means, in relation to any Meeting, Monte Titoli when appointed by the Issuer to provide proxy services;

"**Proxy Delegation**" means, in relation to any Meeting, a document (or, in case Monte Titoli is appointed as Proxy Agent, an electronic notification) requested by any Eligible Voter in accordance with applicable laws and regulations, delivered to the Issuer or Monte Titoli or the Paying Agent, if applicable, and the Issuer in respect of any Eligible Voter:

- (a) certifying that the Eligible Voter or a duly authorised person on its behalf has instructed the relevant Proxy named therein that the votes attributable to such Notes are to be cast in a particular way on each resolution to be put to the Meeting;
- (b) listing the total number of the Notes, distinguishing for each resolution between those in respect of which instructions have been given to vote for, or against, the resolution; and
- (c) authorising the relevant Proxy named therein to vote in respect of the Notes in accordance with such instructions;

"Record Date" means the seventh Stock Exchange Day prior to the date fixed for any Meeting, provided that if the notice convening the Meeting already fixes the date of the adjourned Meeting, the Record Date will be the seventh Stock Exchange Day prior to the date fixed for the original Meeting, in accordance with Article 83-sexies of the Financial Services Act;

"Relevant Fraction" means:

- (a) for all business other than voting on an Extraordinary Resolution, one tenth of the aggregate principal amount of the outstanding Notes;
- (b) or voting on any Extraordinary Resolution other than one relating to a Reserved Matter, more than half of the aggregate principal amount of the outstanding Notes;
- (c) for voting on any Extraordinary Resolution relating to a Reserved Matter, three quarters of the aggregate principal amount of the outstanding Notes; and

provided, however, that, in the case of a Meeting which has resumed after adjournment for want of a quorum or, if applicable, a Single Call Meeting, it means:

- (i) for all business other than voting on an Extraordinary Resolution relating to a Reserved Matter, the fraction of the aggregate principal amount of the outstanding Notes represented or held by the Voters actually present at the Meeting; and
- (ii) for voting on any Extraordinary Resolution relating to a Reserved Matter, one quarter of the aggregate principal amount of the outstanding Notes;

"Reserved Matter" means any proposal:

- (a) to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes or to alter the method of calculating the amount of any payment in respect of the Notes on redemption or maturity or the date for any such payment;
- (b) to effect the exchange or substitution of the Notes for, or the conversion of the Notes into, shares, bonds or other obligations or securities of the Issuer or any other person or body corporate formed or to be formed (other than as a consequence of an Approved Reorganisation);
- (c) to change the currency in which amounts due in respect of the Notes are payable;
- (d) to change the quorum required at any Meeting or the majority required to pass an Extraordinary Resolution;
- (e) to amend the provisions contained in Condition 4 (*Status of the Notes*), save where such amendment is made pursuant to the modification provisions set out in Condition 13 (*Meetings of Noteholders; Modification and Waiver; Substitution*); or
- (f) to amend this definition;

"Single Call Meeting" means a meeting to be held on a single call (*unica convocazione*);

"Stock Exchange Day" means any day on which the Luxembourg Stock Exchange (in case of Notes listed on the Official List of the Luxembourg Stock Exchange) or any other market on which the relevant Notes are listed, is open for business;

"Voter" means, in relation to any Meeting, the Eligible Voter identified in the relevant Participating Notification or, if a Proxy Delegation has been issued in respect to an Eligible Voter, any Proxy; and

"Written Resolution" means a resolution in writing signed by or on behalf of all holders of Notes who for the time being are entitled to receive notice of a Meeting in accordance with the provisions of this Schedule 1, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more such holders of the Notes.

2. **ISSUE OF PARTICIPATING NOTIFICATIONS AND PROXY DELEGATIONS**

Any holder of a Note, who wishes to participate any Meeting, whether in person or via Proxy Delegation, must request the Monte Titoli Account Holder to issue a Participating Notification which will be the sole certification required to identify, on the day of the relevant meeting, the Eligible Voter. Eligible Voters who may not wish to attend and vote at the relevant Meeting in person, shall, in addition to the issuance of the Participating Notification, send, or instruct the Monte Titoli Account Holder to send, a Proxy Delegation not later than close of business on the third Stock Exchange Day before the date fixed for the relevant Meeting, provided that Proxy Delegations may be issued also after such time until the meeting starts. Proxy Delegations are to be sent to Monte Titoli if the Issuer has appointed Monte Titoli as Proxy Agent, acting in its capacity as Proxy or to the Paying Agent, if applicable. So long as a Proxy Delegation is valid, any Proxy named therein shall be deemed a Voter for all purposes in connection with the Meeting.

3. **VALIDITY OF PROXY DELEGATIONS**

A Proxy Delegation in relation to any Notes shall be valid only if received by Monte Titoli, to the extent appointed as Proxy Agent, and the Issuer and the Paying Agent not later than close of business on the third Stock Exchange Day before the date fixed for the relevant Meeting, provided that any Proxy Delegation before the Meeting proceeds to business shall also be valid. If the Issuer requires, a copy of each Proxy Delegation and satisfactory proof of the identity of each Proxy named therein shall be produced at the Meeting, but the Issuer shall not be obliged to investigate the validity of any Proxy Delegation.

4. **CONVENING OF MEETING**

The Issuer may convene a Meeting at any time, and the Issuer shall be obliged to do so upon the request in writing of Noteholders holding not less than one tenth of the aggregate principal amount of the outstanding Notes. Every Meeting shall be held on a date, and at a time and place, approved by the Issuer (including by way of conference call or by use of a videoconference platform).

5. **NOTICE**

At least 21 days' notice (exclusive of the day on which the notice is given and of the day on which the relevant Meeting is to be held) specifying the date, time and place of the Meeting shall be given to the Noteholders and the Paying Agent and/or Monte Titoli where the Meeting is convened by the Issuer.

The notice shall set out (*inter alia*) the full text of any resolutions to be proposed unless the Issuer agrees that the notice shall instead specify the nature of the resolutions without including the full text and shall include, amongst others, a statement specifying that those proving to be holders of the Notes only after the Record Date shall not have the right to attend and vote at the relevant Meeting. The notice may also specify the date on which the Meeting will be held if adjourned for want of quorum, which shall be not less than one day and not more than 30 days following the date of the Meeting that is to be adjourned.

6. **CHAIRMAN**

An individual (who may, but need not, be a Noteholder) nominated in writing by the Issuer may take the chair at any Meeting but, if no such nomination is made or if the individual nominated is not present within 15 minutes after the time fixed for the Meeting, those present shall elect one of themselves to take the chair failing which, the Issuer may appoint a Chairman. The Chairman of an adjourned Meeting need not be the same person as was the Chairman of the original Meeting.

7. **QUORUM**

The quorum at any Meeting shall be one or more Voters representing or holding not less than the Relevant Fraction.

8. **ADJOURNMENT FOR WANT OF QUORUM**

If within 15 minutes after the time fixed for any Meeting (other than a Single Call Meeting) a quorum is not present, then:

- (a) in the case of a Meeting requested by Noteholders, it shall be dissolved; and
- (b) in the case of any other Meeting, it shall be adjourned for such period (which shall be not less than 14 days and not more than 42 days) or, if applicable, to the date indicated in the original notice convening such Meeting, and to such place as the Chairman determines (with the approval of the Issuer); **provided, however, that:**
 - (i) the Meeting shall be dissolved if the Issuer so decides; and
 - (ii) no Meeting may be adjourned more than once for want of a quorum.

9. **ADJOURNED MEETING OTHER THAN FOR WANT OF QUORUM**

The Chairman may, with the consent of, and shall if directed by, Voters holding or representing at least one third of the aggregate principal amount of the Notes represented at any Meeting (including a Single Call Meeting) adjourn such Meeting from time to time (but no later than five calendar days after the original date of such Meeting) and from place to place, but no business shall be transacted at any adjourned Meeting except business which might lawfully have been transacted at the Meeting from which the adjournment took place.

10. **NOTICE FOLLOWING ADJOURNMENT**

Paragraph 5 (*Notice*) shall apply to any Meeting which is to be resumed after adjournment for want of a quorum unless details of the adjourned Meeting are already stated in the notice convening the original Meeting, save that:

- (a) 10 days' notice (exclusive of the day on which the notice is given and of the day on which the Meeting is to be resumed) shall be sufficient; and
- (b) the notice shall specifically set out the quorum requirements which will apply when the Meeting resumes.

It shall not be necessary to give notice of the resumption of a Meeting which has been adjourned for any other reason.

11. **PARTICIPATION**

The following may attend and speak at a Meeting:

- (a) Voters;
- (b) representatives of the Issuer;

- (c) the financial advisers of the Issuer;
- (d) the legal counsel to the Issuer and such advisers;
- (e) any other person approved by the Meeting; and
- (f) the Paying Agent.

12. VOTES

Every Voter shall have, one vote in respect of each €1,000 or such other amount as the Issuer may in its absolute discretion stipulate in original principal amount of the outstanding Note(s) represented or held by him.

Unless the terms of any Proxy Delegation state otherwise, a Voter shall not be obliged to exercise all the votes to which he is entitled or to cast all the votes which he exercises in the same way.

In the case of any Meeting of holders of more than one Series of Notes where not all such Series are in the same currency, the principal amount of such Notes shall for all purposes in this Schedule 1 (whether *inter alia* in respect of the Meeting or any poll resulting therefrom), be the equivalent in Euro translated at the spot rate of a bank nominated by the Issuer for the sale of the relevant currency or currencies for Euro on the seventh dealing day prior to such Meeting, or in the case of a written request pursuant to paragraph 4, the date of such request. In such circumstances, on any poll each person present shall have one vote for each Unit of Notes (converted as above) which he holds.

In this paragraph, a "Unit" means the lowest denomination of the Notes as stated in the applicable Final Terms or in the case of a meeting of Noteholders of more than one Series, shall be the lowest common denominator of the lowest denomination of the Notes.

13. VALIDITY OF VOTES BY PROXIES

- 13.1 Any vote by a Proxy in accordance with the relevant Proxy Delegation shall be valid even if such Proxy Delegation or any instruction pursuant to which it was given has been amended or revoked, **provided that** neither the Issuer, the Paying Agent or Monte Titoli, to the extent appointed as Proxy Agent, nor the Chairman has been notified in writing of such amendment or revocation by the time which is 24 hours before the time fixed for the relevant Meeting.
- 13.2 Unless revoked, any appointment of a Proxy under a Proxy Delegation in relation to a Meeting shall remain in force in relation to any resumption of such Meeting following an adjournment; **provided, however, that** no such appointment of a Proxy in relation to a Meeting originally convened which has been adjourned for want of a quorum shall remain in force in relation to such Meeting when it is resumed. Any person appointed to vote at such a Meeting must be re-appointed under a Proxy Delegation to vote at the Meeting when it is resumed.

14. POWERS

A Meeting shall have power (exercisable only by Extraordinary Resolution), without prejudice to any other powers conferred on it or any other person:

- (a) to approve any Reserved Matter;
- (b) to approve any proposal by the Issuer for any modification, abrogation, variation or compromise of any provisions of the Conditions or any arrangement in respect of the obligations of the Issuer under or in respect of the Notes (without prejudice to any such action that, according to the Conditions, may be taken without approval by the Noteholders);
- (c) to approve the substitution of any person for the Issuer (or any previous substitute) as principal obligor under the Notes (without prejudice to any such substitution in the context

of an Approved Reorganisation that, according to the Conditions, does not require approval by the Noteholders);

- (d) to waive any breach or authorise any proposed breach by the Issuer of its obligations under or in respect of the Notes or any act or omission which might otherwise constitute an Event of Default under the Notes;
- (e) to authorise any person to execute all documents and do all things necessary to give effect to any Extraordinary Resolution;
- (f) to give any other authorisation or approval which under the Conditions or the Notes is required to be given by Extraordinary Resolution; and
- (g) to appoint any persons as a committee to represent the interests of the Noteholders and to confer upon such committee any powers which the Noteholders could themselves exercise by Extraordinary Resolution.

15. **EXTRAORDINARY RESOLUTION BINDS ALL HOLDERS**

An Extraordinary Resolution shall be binding upon all Noteholders, whether or not present at such Meeting, and each of the Noteholders shall be bound to give effect to it accordingly. Notice of the result of every vote on an Extraordinary Resolution shall be given to the Noteholders and to the Paying Agent with a copy to the Issuer) within 14 days of the conclusion of the Meeting.

16. **MINUTES**

Minutes of all resolutions and proceedings at each Meeting shall be made. The Chairman shall sign the minutes, which shall be *prima facie* evidence of the proceedings recorded therein. Unless and until the contrary is proved, every such Meeting in respect of the proceedings of which minutes have been summarised and signed shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted at it to have been duly passed and transacted.

17. **WRITTEN RESOLUTION**

If and to the extent permitted under the laws, legislation, rules and regulations of the Issuer's place of incorporation in force from time to time, a Written Resolution shall take effect as if it were an Extraordinary Resolution.

18. **FURTHER REGULATIONS**

All provisions set out in this Schedule 1 are subject to compliance with the laws, legislation, rules and regulations of the Republic of Italy in force from time to time (including, to the extent applicable to the Issuer and/or the Notes, any provisions applicable to issuers of listed financial instruments) and shall be deemed to be amended, replaced and/or supplemented to the extent that such laws, legislation, rules and regulations are amended, replaced and/or supplemented at any time while the Notes remain outstanding.

Subject to all other provisions contained in the Conditions, the Issuer may without the consent of the Noteholders prescribe such further regulations regarding the holding of Meetings of Noteholders and attendance and voting at them as the Issuer may in its sole discretion determine.

19. **SEVERAL SERIES**

The following provisions shall apply where outstanding Notes belong to more than one Series:

- (a) Business which in the opinion of the Issuer affects the Notes of only one Series shall be transacted at a separate Meeting of the holders of the Notes of that Series.

- (b) Business which in the opinion of the Issuer affects the Notes of more than one Series but does not give rise to an actual or potential conflict of interest between the holder of Notes or one such Series and the holders of Notes of any other such Series shall be transacted either at separate Meetings of the holders of the Notes of each such Series or at a single Meeting of the holders of the Notes of all such Series, as the Issuer shall in its absolute discretion determine.
- (c) Business which in the opinion of the Issuer affects the Notes of more than one Series and gives rise to an actual or potential conflict of interest between the holders of Notes of one such Series and the holders of Notes of any other such Series shall be transacted at separate Meetings of the holders of the Notes of each such Series.
- (d) The preceding paragraphs of this Schedule 1 shall be applied as if references to the Notes and Noteholders were to the Notes of the relevant Series and to the holders of such Notes.

In this paragraph, "**business**" includes (without limitation) the passing or rejection of any resolution.

FORM OF FINAL TERMS

The Final Terms in respect of each Tranche of Notes will be in the following form, completed to reflect the particular terms of the relevant Notes and their issue. Text in this section appearing in italics does not form part of the form of the Final Terms but denotes directions for completing the Final Terms.

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("EEA"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "EU MiFID II"); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the "EU Insurance Distribution Directive"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of EU MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (the "PRIIPs Regulation") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.]

[EU MIFID II Product Governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the [Notes] has led to the conclusion that: (i) the target market for the [Notes] is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, "EU MiFID II")][EU MiFID II]; and (ii) all channels for distribution of the [Notes] to eligible counterparties and professional clients are appropriate. [*Consider any negative target market.*] Any person subsequently offering, selling or recommending the [Notes] (a "distributor") should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to EU MiFID II is responsible for undertaking its own target market assessment in respect of the [Notes] (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

OR

[MIFID II product governance / Retail investors, professional investors and ECPs – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, professional clients and retail clients, each as defined in [Directive 2014/65/EU (as amended, MiFID II)][MiFID II]; ***EITHER*** [and (ii) all channels for distribution of the Notes are appropriate, including investment advice, portfolio management, non-advised sales and pure execution services] ***OR*** [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate - investment advice[, / and] portfolio management[, / and][non-advised sales][and pure execution services][, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]]. [*Consider any negative target market.*] Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable].]

Final Terms dated [•]

Intesa Sanpaolo S.p.A.

**Issue of [up to] [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the €6,000,000,000
Euro Medium Term Note Programme**

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions for the Notes set forth in the Base Prospectus dated 5 December 2025 [and the supplement to the Base Prospectus dated [•]], which [together] constitute[s] a base prospectus for the purposes of Regulation (EU) 2017/1129, as amended or superseded (the "**Prospectus Regulation**"). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8(1) of the Prospectus Regulation and must be read in conjunction with the Base Prospectus [as so supplemented]]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Base Prospectus [and the supplement[s] dated []]. The Base Prospectus [and the supplement[s]] [is/are] available for viewing at the registered office[s] of the Issuer at Piazza San Carlo 156, 10121 Turin, Italy, during usual business hours of any weekday (Saturdays and bank holidays excepted) and free of charge.

(Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote guidance for completing the Final Terms.)

1. Series Number: [•]
Tranche Number: [•]
Date on which the Notes become fungible: Not Applicable / The Notes will be consolidated, form a single Series and be interchangeable for trading purposes with (*identify earlier Tranches*) on [the Issue Date, which is expected to occur on or about [date]]
2. Specified Currency or Currencies: [•]
3. Aggregate Nominal Amount: [•]
 - (i) Series: [Up to][•]
 - (ii) Tranche: [Up to][•]
4. Issue Price: [•] per cent. of the Aggregate Nominal Amount [plus accrued interest from [] (*insert date, if applicable*)]
5. Specified Denominations: [•] [and integral multiples of [•] in excess thereof up to and including [•].

(Notes may only be issued in denominations which are integral multiples of the minimum denomination and may only be traded in such amounts).

(In the case of Senior Non-Preferred Notes, Notes must have a minimum denomination of €150,000 (or equivalent), or in the case of Subordinated Notes, Notes must have a minimum denomination of €200,000 (or equivalent)) (or such other minimum denomination provided by applicable law from time to time).

Calculation Amount: [•] *(If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. There must be a common factor*

in the case of two or more Specified Denominations.)

6. Issue Date: [•]
- (i) Interest Commencement Date (if different from the Issue Date): [•]/[Issue Date]/[Not Applicable]
7. Maturity Date: [•] (*specify date or (for Floating Rate Notes) Interest Payment Date falling in the relevant month and year*)
8. Interest Basis: [% Fixed Rate]
[[•]% Floating Rate]
[Floating Rate: EURIBOR Linked Interest]
[Floating Rate: SOFR Linked Interest]
[Floating Rate: €STR Linked Interest]
(further particulars specified below)
9. Redemption/Payment Basis: [Redemption at par]
10. Redemption/Payment Basis: (*Specify the date when any fixed or floating rate change occurs or cross refer to paragraphs 13 and 14 below and identify there*) [•]/[Not Applicable]
[(further particulars specified below)]
11. Put/Call Options: [Not Applicable]
[Put Option]
[Call Option]
[Regulatory Call]
[Issuer Call due to a MREL Disqualification Event]
[Issuer Call – Clean-Up Redemption Option]
[Not Applicable]
[(further particulars specified below)]
12. Status of the Notes: [Senior Preferred Notes/Senior Non-Preferred Notes/Subordinated Notes]
- (i) [Date [Board] approval for issuance of Notes obtained: [[•] [and [•], respectively]/Not Applicable]
- (N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes of the Notes)*

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

13. **Fixed Rate Note Provisions** [Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

- (i) Rate(s) of Interest: [•] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
- (ii) Interest Payment Date(s): [•] in each year up to and including the Maturity Date [adjusted in accordance with *(specify Business Day Convention⁸ and any applicable Additional Business Centre(s) for the definition of "Business Day")*]/[not adjusted]
- (N.B. This will need to be amended in the case of any long or short coupons.)*
- (iii) Fixed Coupon Amount[(s)]: [[•] per Calculation Amount]
- (iv) Day Count Fraction: [30/360] / [Actual/Actual (ICMA/ISDA)] /
- (v) Broken Amount(s): [•] per Calculation Amount payable on the Interest Payment Date [in/on] [•] / [Not Applicable]

14. **Floating Rate Note Provisions**

[Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph. Also consider whether EURIBOR, €STR or SOFR is the appropriate reference rate)

- (i) Specified Period(s)/Specified Interest Payment Dates: [•]
- (ii) First Interest Payment Date [•]
- (iii) Business Day Convention: [Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention] [Not Applicable]
- (Note that this item adjusts the end date of each Interest Period (and consequently, also adjusts the length of the Interest Period and the amount of interest due)). In relation to the actual date on which Noteholders are entitled to receive payment of interest, see also Condition 8(c) (Payments on business days) and the defined term "Payment Business Day" of the Terms and Conditions of the Notes.*
- (iv) Additional Business Centre(s): [Not Applicable/[•]]
- (vi) Name and address of party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) [[Paying Agent]]/[an institution other than the *[Paying Agent]*] shall be the Calculation Agent *(no need to specify if the Paying Agent is to perform this function)*] [Not Applicable]

- (vii) Screen Rate Determination: [Applicable/Not Applicable] (If not applicable delete the remaining sub-paragraphs of this paragraph)
- Reference Rate: (*For example*, [EURIBOR Reference Rate] / [SOFR Reference Rate] / [€STR Reference Rate])
Reference Currency: [•]
Designated Maturity: [•]
 - Observation Method: [Lag / Observation Shift]
 - Lag Period: [5 / [] TARGET Settlement Days/U.S. Government Securities Business Days/London Banking Days/Not Applicable]
 - Observation Shift Period [5 / [] TARGET Settlement Days/U.S. Government Securities Business Days/London Banking Days /Not Applicable]
(NB: A minimum of 5 should be specified for the Lag Period or Observation Shift Period, or 2 U.S. Government Securities Business Days if SOFR Reference Rate, unless otherwise agreed with the Calculation Agent)
 - D: [360/365/[]] / [Not Applicable]
 - Relevant Screen Page: (*For example*, LSEG (formerly Refinitiv) EURIBOR 01)
 - Day Count Fraction: [Actual/Actual (ICMA)]
[Actual/Actual (ISDA)]
[Actual/365]
[Actual/365 (Fixed)]
[Actual/360]
[30/360]
[30E/360 – or Eurobond Basis]
[30E/360 (ISDA)]
 - Index Determination [Applicable/Not Applicable]
 - Interest Determination Date(s): [•]
 - Relevant Time: (*For example*, 11.00 a.m. London time/Brussels time)
 - Relevant Financial Centre: (*For example*, Euro-zone (where Euro-zone means the region comprised of the countries whose lawful currency is the euro))
 - Provisions relating to the occurrence of a Regulatory [Applicable/Not Applicable]

Event in case of a
Benchmark Event:

- Provisions relating to the occurrence of a MREL Disqualification Event in case of a Benchmark Event: [Applicable/Not Applicable]
- (viii) Margin(s): [+/-][•] per cent. per annum [/ Not Applicable]
- (xi) Multiplier: [•] / [Not Applicable]
- (xii) Reference Rate Multiplier: [•] / [Not Applicable]
- (xiii) Day Count Fraction: [Actual/Actual (ICMA)]
[Actual/Actual (ISDA)]
[Actual/365]
[Actual/365 (Fixed)]
[Actual/360]
[30/360]
[30E/360 – or Eurobond Basis]
[30E/360 (ISDA)]

PROVISIONS RELATING TO REDEMPTION

15. **Call Option** [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s) (Call): [•]
 - (ii) Optional Redemption Amount(s) (Call) and method, if any, of calculation of such amount(s): [•] per Calculation Amount
 - (iii) Redemption in part: [Applicable][Not Applicable]
 - (iv) If redeemable in part:
 - (a) Minimum Redemption Amount: [•] per Calculation Amount
 - (b) Maximum Redemption Amount: [•] per Calculation Amount
 - (v) Notice period: [•]
- (N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice*

- requirements which may apply, for example, as between the Issuer and the Agent.)*
16. **Put Option** [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): [•]
- (ii) Optional Redemption Amount(s): [•] per Calculation Amount
- (iii) Notice period: Minimum period: [•] days
Maximum period: [•] days
- (N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing system (which require a minimum of 15 business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent.)*
17. **Clean-up Redemption Option** [Applicable/Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Clean-up Percentage: [75 per cent. / [•] per cent]
- (ii) Clean-Up Redemption Amount: [•]
- (iii) Notice period (if different from the Conditions) [Not less than [•] nor more than [•] days] / [Not Applicable – in line with Condition 7(h) of the Terms and Conditions of the Notes]
18. **Regulatory Call** [Applicable]/[Not Applicable]
19. **Issuer Call due to a MREL Disqualification Event** [Applicable]/[Not Applicable]
20. **Final Redemption Amount** [[•] per Calculation Amount]
21. **Early Redemption Amount**
- (i) Early Redemption Amount(s) payable on redemption for Tax Event or Regulatory Event or MREL Disqualification Event: [Not Applicable] / [[•] per Calculation Amount]/[As per Condition 7(b) of the Terms and Conditions of the Notes]
- [See also paragraph [18] (Regulatory Call) (Delete this cross-reference unless the Notes are Subordinated Notes and the Regulatory Call is applicable)*
- [See also paragraph [19] (Issuer Call due to a MREL Disqualification Event)] (Delete this cross-reference unless the Notes are Senior Preferred Notes or Senior Non-Preferred Notes and the Issuer Call due to a MREL Disqualification Event is applicable)*

(ii) Notice period on redemption for tax reasons (if different from Condition [7(b) of the Terms and Conditions of the Notes]): [Not less than [•] nor more than [•] days] / [Not Applicable – in line with Conditions]

22. **Early Redemption Amount (Tax)** [Not Applicable] / [[•] per Calculation Amount]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

23. **Form of Notes:**

Dematerialised Notes held by Monte Titoli on behalf of the beneficial owners, until redemption or cancellation thereof, for the account of the relevant Monte Titoli Account Holders

24. **Additional Financial Centre(s):** [[•]/Not Applicable]

Signed on behalf of the Issuer:

By:
Duly authorised

PART B – OTHER INFORMATION

LISTING AND ADMISSION TO TRADING

1. (i) Listing: The Notes are unlisted.
- (ii) Admission to trading: [Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [EuroTLX, organised and managed by Borsa Italiana S.p.A. ("EuroTLX")][Euronext Access Milan, organised and managed by Borsa Italiana S.p.A. ("Euronext Access Milan")]/[•] with effect from [•]] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [EuroTLX, organised and managed by Borsa Italiana S.p.A. ("EuroTLX")][Euronext Access Milan, organised and managed by Borsa Italiana S.p.A. ("Euronext Access Milan")]/[•] with effect from [•].] [•]
- (Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)*
- (iii) Estimate of total expenses related to admission to trading: [•]

2. RATINGS

- Ratings: The Notes to be issued are not expected to be rated.

3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

(Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement)

Save for any fees payable to the [Distributors][•], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer. *(Amend as appropriate if there are other interests)*

(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation.)

4. USE OF PROCEEDS AND ESTIMATED NET AMOUNT OF PROCEEDS

- (i) Use of Proceeds: [•]
- General funding purposes. See "Use of Proceeds" section in Base Prospectus. *[If reasons for offer different from making profit general corporate purposes (for example for a Green Bond, a Social Bond, or an issuance of a Sustainability Bond), will need to include those reasons here.]*

(ii) Estimated net proceeds: [•]

[(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.)]

5. **Fixed Rate Notes only YIELD**

Indication of yield: [•]/[Not Applicable]

6. **Floating Rate Notes only**

HISTORIC INTEREST RATES

Details of historic [EURIBOR//SOFR/€STR Rate] rates can be obtained from [LSEG (formerly Refinitiv)]/ [•].

[Benchmarks:

Amounts payable under the Notes will be calculated by reference to [EURIBOR/SOFR/€STR Rate] which is provided by [[European Money Markets Institute/Federal Reserve Bank of New York/European Central Bank/specify other]. As at [insert date] [European Money Markets Institute/Federal Reserve Bank of New York/European Central Bank/specify other], [appears/does not appear] on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the EU Benchmarks Regulation (Regulation (EU) No. 2016/1011) (the "BMR").

[As far as the Issuer is aware, [the Federal Reserve of New York] [European Central Bank][•] does/do] not fall within the scope of the BMR by virtue of Article 2 of that regulation] / [the transitional provisions in Article 51 of the EU Benchmark Regulation apply], such that [•] is not currently required for recognition, endorsement or equivalence.]

7. **THIRD PARTY INFORMATION**

[(Relevant third party information in respect of the Notes) has been sourced from (specify source). The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by (specify source), no facts have been omitted which would render the reproduced information inaccurate or misleading.]

8. **OPERATIONAL INFORMATION**

ISIN Code: [•]

Common Code: [•]/Not Applicable

CFI: [•]/Not Applicable] as published on the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from

the responsible National Numbering Agency that assigned the ISIN.

FISN: [[•]/Not Applicable] as published on the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN.

Intended to be held in a manner which would allow Eurosystem eligibility:

No

Any clearing system(s) other than Monte Titoli and the relevant identification numbers: [Not Applicable/(give name(s), number(s) and addresses)]

Delivery: Delivery [against/free of] payment

Names and addresses of additional Paying Agent(s) (if any): [•]/[Not applicable]

Deemed delivery of clearing system notices for the purposes of Condition 16 of the Terms and Conditions of the Notes: Any notice delivered to Noteholders through the clearing systems will be deemed to have been given on the [second] [business] day after the day on which it was given to Monte Titoli.

9. DISTRIBUTION

(i) Method of distribution: Non-syndicated

(ii) Name and address of Distributor: [Not Applicable/(give names and addresses)]

(iii) U.S. Selling Restrictions: Reg. S compliance category: [•]

TEFRA Not Applicable

(iv) Prohibition of Sales to EEA Retail Investors: [Applicable /Not Applicable]

(If the Notes clearly do not constitute "packaged" products, or the Notes do constitute "packaged" products and a key information document will be prepared in the EEA, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document will be prepared, "Applicable" should be specified.)

10. **[TERMS AND CONDITIONS OF THE OFFER]** [Applicable /Not Applicable]
- (i) Offer Price: [Issue Price/Not Applicable/*specify/give details*]
- (ii) Conditions to which the offer is subject: [Not Applicable/*give details*]
- (iii) Description of the application process: [A prospective investor will subscribe for Notes in accordance with the arrangements agreed with the relevant authorized intermediary relating to the subscription of securities generally/*give details*/Not Applicable]
- (iv) Details of the minimum and/or maximum amount of the application: [Not Applicable/*give details*]
- (v) Description of possibility to reduce subscriptions and manner for refunding amounts paid in excess by applicants: [Not Applicable/*give details*]
- (vi) Details of the method and time limits for paying up and delivering the Notes: [Not Applicable/*give details*]
- (vii) Manner in and date on which results of the offer are to be made public: [Not Applicable/*give details*]
- (viii) Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: [Not Applicable/*give details*]
- (ix) Whether tranche(s) have been reserved for certain countries: [Not Applicable/*give details*]
- (x) Process for notifying applicants of the amount allotted and an indication whether dealing may begin before notification is made [Not Applicable/*give details*]
- (xi) Amount of any expenses and taxes charged to the subscriber or purchaser: [Not Applicable/*give details*]
(If the Issuer is subject to MiFID II and/or PRIIPs such that it is required to disclose information relating to costs and charges, also include that information)
- (xii) Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place and co-ordinator(s) of the global offer and of single parts of the offer: [*insert name*] [*insert address*] [The Authorised Offerors identified in paragraph [9] above and identifiable from the Base Prospectus/None/*give details*]

USE OF PROCEEDS

The net proceeds of the issue of each Tranche of Notes will be used, as indicated in the relevant Final Terms or Drawdown Prospectus, relating to the relevant Tranche of Notes, for general funding purposes of the Intesa Sanpaolo Group, or as otherwise indicated in the relevant Final Terms or Drawdown Prospectus relating to the issuance, to finance or refinance Eligible Loans.

In accordance with the ICMA Green Bond Principles ("**GBP**"), the ICMA Social Bond Principles ("**SBP**") and the ICMA Sustainability Bond Guidelines ("**SBG**"), only Notes financing or refinancing Eligible Loans, and complying with the relevant eligibility criteria and any other criteria set out in the Green, Social and Sustainability Bond Framework (as defined hereinafter) and which, prior to the relevant Issue Date, will be available in the investor relations section of the Issuer's website at <https://group.intesasanpaolo.com/en/sustainability/environment/green-products/Green-bonds> (the "**Green, Social and Sustainability Bond Framework**" or the "**Framework**", including as amended, restated or otherwise updated on such website from time to time) will be classified as Green Bonds, Social Bonds or, as the case may be, Sustainability Bonds. Such Notes are not issued as European Green Bonds in accordance with Regulation (EU) 2023/2361 (the "**EU Green Bond Regulation**").

The Issuer has obtained a second-party opinion to confirm the Green, Social and Sustainability Bond Framework's validity and its general alignment with the GBP, the SBP and the SBG, as well as an assessment on compliance with the EU Taxonomy Delegated Acts 2021 on a best effort basis and which, prior to the relevant Issue Date, will be available in the investor relations section of the Issuer's website at <https://group.intesasanpaolo.com/en/sustainability/environment/green-products/Green-bonds> (the "**Issuer's Sustainability Bond Framework Second-party Opinion**").

Eligible Loans have been (or will be, as the case may be) selected by the Issuer from time to time in accordance with the categorization of eligibility for Green Bonds, Social Bonds or Sustainability Bonds set out in the Green, Social and Sustainability Bond Framework, which may change from time to time. Recognizing that the green, social and sustainability bond market and best practices are still evolving, the Issuer will strive to monitor market developments and, when deemed necessary in the Issuer's sole discretion, make appropriate updates to the Framework in order to reflect best market practice.

The selection process of Eligible Loans is structured and fully integrated in Intesa Sanpaolo's existing investment process. Internal roles and responsibilities are defined as follows:

- the analysis of loans eligibility is managed by the dedicated business teams of the Group;
- the Credit Evaluation function of each dedicated lending desk evaluates client's reputation and creditworthiness; and
- then dedicated lending desk approves the disbursements to be made.

The allocation of proceeds from Eligible Loans will be managed and overseen by the Issuer according to the applicable specific procedures as described in the Framework, including treasury liquidity portfolio, Cash, Time Deposit with Banks or Other form of available short term and medium / long term funding sources (e.g. Commercial Paper Program, Bank Credit Line), that do not include GHG intensive activities (i.e. related to fossil fuels exploitation and to carbon intensive assets such as infrastructure dependent on fossil fuels; fossil fuel-fired power plants; high-carbon assets) nor any disputable sector/activity (Animal maltreatment, Alcohol, Armament, Hazardous chemicals, Gambling, Intensive agro-industrial activities with intensive use of agrochemicals or which entail deforestation, Nuclear energy, Sex industry, Tobacco). In case of early loan reimbursement or if a loan no longer meets the eligibility criteria, Intesa Sanpaolo will use the net proceeds to finance other Eligible Loans which are compliant with the eligibility criteria of the Framework.

The Framework provides that any proceeds not allocated to fund Eligible Loans in the portfolio will be held in accordance with Intesa Sanpaolo's normal liquidity management. The allocation of the net proceeds of Eligible Loans will be verified by the Issuer's external auditor.

The Issuer intends to publish a yearly report which will describe the use of proceeds set out in the Framework. The allocation report will include the (i) total amount of Intesa Sanpaolo Green, Social and Sustainability bonds outstanding; (ii) total amount of the portfolios broken down per eligible category; (iii) aggregate amounts of net proceeds allocated to each eligible category of the portfolios; (iii) balance of

unallocated proceeds at the time of reporting; (iv) amount or the percentage of new financing, and will be made available on the Issuer's website at <https://group.intesasanpaolo.com/it/sostenibilita/reporting-di-sostenibilita/green-bond-report>.

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any opinion or certification of any third party (whether or not solicited by the Issuer, including the Issuer's Sustainability Bond Framework Second-party Opinion) which may be made available in connection with the issue of any Green Bonds, Social Bonds or Sustainability Bonds and in particular with any Eligible Loans to fulfil any environmental, sustainability, social and/or other criteria. For the avoidance of doubt, neither any such opinion or certification (including the Issuer's Sustainability Bond Framework Second-party Opinion) nor the Framework are, nor shall be deemed to be, incorporated in and/or form part of this Base Prospectus. Neither such opinion or certification (including the Issuer's Sustainability Bond Framework Second-party Opinion) nor the Framework are, nor should be deemed to be, a recommendation by the Issuer or any other person to buy, sell or hold any such Green Bonds, Social Bonds or Sustainability Bonds. Any such opinion or certification is only current as at the date that opinion or certification was initially issued. Prospective investors must determine for themselves the relevance of any such opinion or certification (including the Issuer's Sustainability Bond Framework Second-party Opinion) and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in such Green Bonds, Social Bonds or Sustainability Bonds. Currently, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight. Prospective investors in any Green Bonds, Social Bonds or Sustainability Bonds should also refer to the risk factor above headed, *"Notes issued, if any, as "Green Bonds", "Social Bonds" or "Sustainability Bonds" may not be a suitable investment for all investors seeking exposure to green assets or social assets or sustainable assets"*.

For the purposes of this section:

"Eligible Loans" means projects identified as such in, and selected in accordance with the criteria listed in, the Green, Social and Sustainability Bond Framework (which may be updated from time to time) in effect at the time of the relevant issuance belonging to (i) the following green eligible categories: renewable energy; energy efficiency; clean transportation; green buildings; environmentally sustainable management of living natural resources and land-use, biodiversity and circular economy; and/or (ii) the following social eligible categories: access to essential services, socioeconomic advancement and empowerment, employment generation and programs designed to prevent and/or alleviate unemployment stemming from crises, affordable housing.

DESCRIPTION OF INTESA SANPAOLO S.P.A.

History and Organisation of the Group

Intesa Sanpaolo Origins

Intesa Sanpaolo 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 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 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.

Merger of Banca IMI

Intesa Sanpaolo announced on 2 April 2020 that following authorization given by the ECB, the plan for the merger by incorporation of Banca IMI S.p.A. into Intesa Sanpaolo was filed with the Companies Register of Turin. The merger, which was approved by the Board of Directors of Intesa Sanpaolo on 5 May 2020 and by the shareholders' meeting of Banca IMI S.p.A., was completed on 20 July 2020.

UBI Banca S.p.A.

Unione di Banche Italiane S.p.A. ("**UBI Banca**") is the entity resulting from the merger by incorporation of Banca Lombarda e Piemontese S.p.A. into Banche Popolari Unite S.c.p.a. (the "**Merger**"). The Merger became legally effective on 1 April 2007, with the surviving entity, BPU, changing its name to UBI Banca. On 12 October 2015, UBI Banca was the first Italian *banca popolare* to become a Joint Stock Company (S.p.A.). On 12 April 2019, the ordinary shareholders' meeting of UBI Banca appointed a Board of Directors and a Management Control Committee for the three-year period 2019-2020-2021, implementing

the one-tier governance model adopted on 19 October 2018 through the resolution of a shareholders' meeting in extraordinary session.

The merger between Intesa Sanpaolo and UBI Banca

Intesa Sanpaolo acquired control of UBI Banca on 5 August 2020 and merged with it by incorporation on 12 April 2021.

Legal Status

Intesa Sanpaolo is a company limited by shares, incorporated in 1925 under the laws of Italy, operating under Italian law 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 the "Intesa Sanpaolo" banking group.

Registered Office

Intesa Sanpaolo's registered office is at Piazza San Carlo 156, 10121 Turin (Italy) and its telephone number is +39 0115551. Intesa Sanpaolo's secondary registered office is at Via Monte di Pietà 8, 20121 Milan (Italy) and its telephone number is +39 0287911.

Website

Intesa Sanpaolo's website is <https://group.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.

Intesa Sanpaolo mission

The purpose of Intesa Sanpaolo is the deposit-taking and the carrying-on of all forms of lending activities, both directly and through its subsidiaries. Intesa Sanpaolo may, in compliance with laws and regulations applicable from time to time and subject to being granted the required authorisations, directly and through its subsidiaries, provide all banking and financial services, including the establishment and management of open-ended and closed-ended pension schemes, as well as carry out any other transactions that are instrumental for, or related to the achievement of, its corporate purpose.

Ratings

The long-term credit ratings assigned to Intesa Sanpaolo are the following:

- A (low) by DBRS Ratings GmbH ("**Morningstar DBRS**"), Stable Trend;
- A- by Fitch Ratings Ireland Limited ("**Fitch Ratings**"), Stable Outlook;
- A3 by Moody's France SAS ("**Moody's**"), Stable Outlook; and
- BBB+ by S&P Global Ratings Europe Limited ("**S&P Global Ratings**"), Stable Outlook.

Each of Morningstar DBRS, Fitch Ratings, Moody's and S&P Global Ratings is established in the EEA and registered under Regulation (EC) No 1060/2009, as amended (the "**CRA Regulation**") and appears on the latest update of the list of registered credit rating agencies (as of 10 July 2024) on the ESMA website <https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation>.

The rating (i) Moody's will give to the Notes is endorsed by Moody's Investors Service Limited, (ii) S&P Global Ratings will give to the Notes is endorsed by S&P Global Ratings UK Limited, (iii) Fitch Ratings will give to the Notes is endorsed by Fitch Ratings Limited and (iv) Morningstar DBRS will give to the Notes is endorsed by DBRS Ratings Limited, each of which is established in the UK and registered under Regulation (EC) No 1060/2009 as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (the "**UK CRA Regulation**").

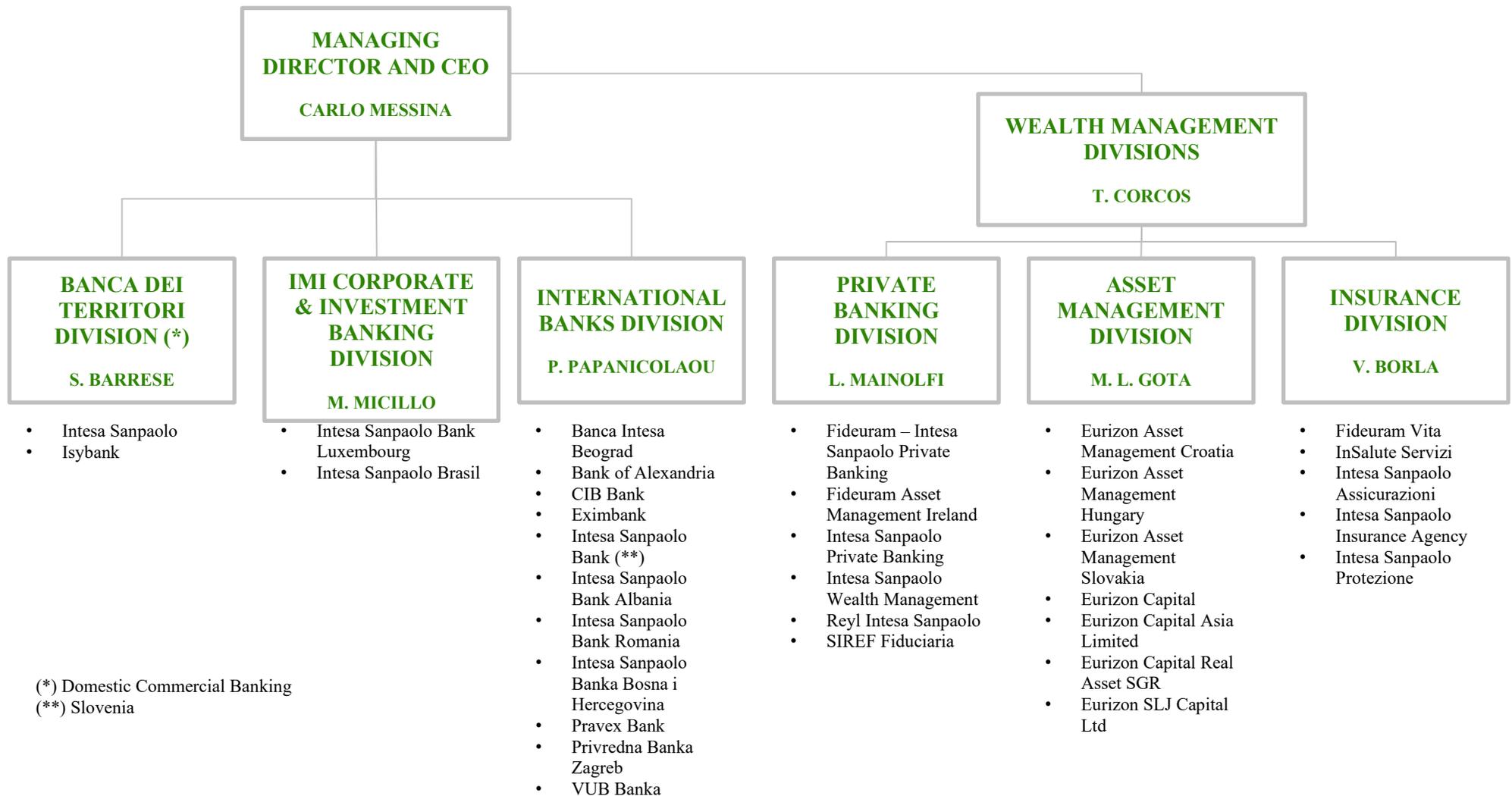
Share Capital

As at 30 October 2025 the subscribed and paid-in share capital of Intesa Sanpaolo amounted to €10,368,870,930.08, represented by 17,413,389,613 ordinary shares without nominal value.

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.



Organisation chart of the Divisions



The Intesa Sanpaolo Group is one of the top banking groups in Europe with a significant ESG commitment, including on climate, and a world-class position in Social Impact.

The Intesa Sanpaolo Group is a banking group in Italy with approximately 13.9 million customers and over 2,800 branches.

The Intesa Sanpaolo Group is a provider of financial products and services to both households and enterprises in Italy.

The Group has a strategic international presence, with over 900 branches and approximately 7.6 million customers. It is among the top players in several countries in Central Eastern Europe and in the Middle East and North Africa, through its local subsidiary banks: the Intesa Sanpaolo Group ranks first in Serbia, second in Croatia and Slovakia, third in Slovenia, fourth in Albania, sixth in Bosnia and Herzegovina and Egypt and seventh in Moldova and Hungary.

As at 30 September 2025, the Intesa Sanpaolo Group had total assets of €944,024 million, customer loans of €421,073 million, direct deposits from banking business of €573,217 million and direct deposits from insurance business of €179,011 million.

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 enterprises and non-profit entities. The division includes the activities in industrial credit, leasing and factoring, as well as the digital bank Isybank (which also operates in instant banking through Mooney, the partnership with the ENEL Group).
- (b) The **IMI Corporate & Investment Banking division**: a global partner which, taking a medium-long term view, supports corporates, financial institutions and public administration, both nationally and internationally. Its main activities include capital markets and investment banking. The division is present in 23 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.
- (c) The **International 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, 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 6,980 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 institutional clientele. The division includes Eurizon with €352 billion of assets under management.
- (f) The **Insurance division**: insurance and pension products tailored for the Intesa Sanpaolo Group's clients. The division holds direct deposits of €179 billion and includes Intesa Sanpaolo Assicurazioni - which controls Intesa Sanpaolo Protezione, Intesa Sanpaolo Insurance Agency and InSalute Servizi - and Fideuram Vita.

Intesa Sanpaolo in the last two years

Intesa Sanpaolo in 2024 – Highlights

Isybank

The transfer from Intesa Sanpaolo to Isybank of the second business line – consisting of the set of assets and legal relations operationally organised for the management of private individual customers holding transactional products (accounts and payment cards), loans and mortgages (with related CPI and fire

protection insurance), meeting a number of requirements including being aged under 65, the prevalent use of digital channels, and express consent to the transfer – took legal effect on 18 March 2024. The deed of transfer, signed on 13 March 2024, was implemented upon subscription and release of the second tranche of the €700,000 capital increase approved by the Extraordinary Shareholders' Meeting of 11 October 2023. As a result, Isybank's share capital increased to €31,000,000. The related IT migration was completed over the weekend of 16 and 17 March 2024. The transfers from Intesa Sanpaolo to Isybank involved a total of around 350,000 customers.

On 12 June 2024 the Italian Antitrust Authority “*Autorità Garante della Concorrenza e del Mercato*” (“**AGCM**”) announced the closure of the proceedings brought against Intesa Sanpaolo and Isybank, accepting the commitments proposed by the two Banks, while on 14 June 2024 Intesa Sanpaolo, Isybank and the consumer association “*Associazione Movimento Consumatori*” announced the settlement agreement reached at the end of May to remedy the issues raised by the association in the representative injunction action to protect the collective interests of consumers brought in December 2023. On 3 January 2025, following an investigation during which Intesa Sanpaolo had duly responded to the information requests received, the Italian Personal Data Protection Authority notified the Bank of breaches to the General Data Protection Regulation and initiated the related sanctions procedure.

Other highlights

On 28 March 2024, the Board of Directors of Intesa Sanpaolo, upon proposal by the Managing Director and CEO Carlo Messina, adopted a new organisational structure that leverages the strengths that have established the Bank as a leader in Europe and which focuses on the Group's capacity to innovate. The renewed organisation readies the Group to tackle the challenges facing the European banking sector, by harnessing the best new managerial talents and by valuing internal resources, all with a long-term perspective. These significant and wide-ranging changes were marked by a generational transition introducing new talents in key positions, guided and supported by highly-experienced individuals who have long held leadership roles within the Group. The average age of those taking on new top-level responsibilities is 49. The new organisational structure, effective from 2 April 2024, also represents a particularly important step in the longstanding initiative to nurture female talent.

Below is a summary of the most significant measures implemented:

- streamlining of the governance areas reporting directly to the CEO, through a new organisational tier of Chiefs;
- establishment of the new “Wealth Management Divisions” structure, which provides unified oversight of the strategically important wealth management businesses, with the aim of accelerating their growth and increasing the integration of the product factories;
- establishment of a new governance area focused on ESG (Chief Sustainability Officer) to steer the Group's sustainable development strategies, with a special commitment to social matters and the fight against inequalities. The new area has been tasked with strategic direction, activity planning, and monitoring;
- creation of a new governance area (Chief Transformation & Organisation Officer) containing a specific newly established structure dedicated to the Group's transformation strategies to respond to the new challenges of technological innovation and Artificial Intelligence, by developing innovative organisational and operational models;
- strengthening of the Chief Lending Officer area, which is responsible for a new credit decision-making model, consolidating the important milestones achieved and ensuring further sustainability of the results (Zero-NPL Bank).

Two new control rooms have also been set up: the first, called “Fees & Commissions” and chaired directly by the Managing Director and CEO, is focused on monitoring, overseeing and coordinating the strategies necessary to develop the Group's fee and commission income; the second, launched at the end of May, called “Acceleration of Synergies of International Banks”, is aimed at promoting the transfer of the best practices adopted by the Banca dei Territori and the IMI Corporate & Investment Banking Division to the international banks.

The new organisational structure of Intesa Sanpaolo was subsequently completed with the establishment of the new “Chief Security Officer” Governance Area, as resolved by the Board of Directors on 17 October 2024, reporting directly to the Managing Director and CEO Carlo Messina and assigned to General Antonio De Vita. The new Governance Area will oversee physical security, IT security (cybersecurity) and business continuity to ensure:

- a single point of control for security models and solutions;
- governance of the budget;
- identification of priorities; and
- strengthening alignment with the best international security standards and models.

On 19 April 2024, Intesa Sanpaolo and COIMA – a company specialising in investing in, developing and managing Italian real estate assets on behalf of institutional investors – signed an agreement to evaluate the best opportunities to develop the Banking Group's properties in a changing real estate market environment. The agreement approved by the Board of Directors of Intesa Sanpaolo on 28 March 2024, which reflects changing strategies in real estate in response to the increased emphasis on ESG objectives in the sector, includes the contribution of two real estate asset portfolios held by Intesa Sanpaolo to several funds established and managed by COIMA SGR with a total value of over €0.5 billion, identified based on their type and the related strategy for optimising their value.

On 24 April 2024, the Shareholders' Meeting of Intesa Sanpaolo was held, duly constituted, on single call, to pass resolutions as those in attendance through the designated representative (in accordance with Article 106, paragraph 4, of Decree Law No. 18 dated 17 March 2020, converted by Law No. 27 dated 24 April 2020, whose effects were extended by Law No. 18 dated 23 February 2024) counted 3,598 holders of voting rights attached to 11,256,788,156 ordinary shares without nominal value, representing 61.57038% of the share capital. The Shareholders' Meeting voted in favour of all the items on the agenda (for details on the majority of votes please see the press release published on the Group's official website). In the ordinary session, the resolutions concerned:

– *the approval of the 2023 financial statements of the Parent Company and the allocation of the net income for the year with the distribution to shareholders of a dividend and part of the share premium reserve.* The cash distribution to shareholders of a remaining amount of €2,778,985,446.33 (corresponding to 15.20 euro cents for each of the 18,282,798,989 ordinary shares constituting the share capital) was approved, of which €2,373,107,308.77 as dividends from the net income for the year (corresponding to 12.98 euro cents per share) and €405,878,137.56 euro as an assignment of reserves drawn on the Share premium reserve (corresponding to 2.22 euro cents on each share)⁹. Also taking into account the interim dividend paid in November 2023, amounting to €2,628,985,341.02¹⁰ (corresponding to 14.40 euro cents per share), the total interim and remaining dividends distributed for the year 2023 amounted to €5,405,295,975.10 corresponding to a 70% payout of the consolidated net income;

– *the remuneration policies and incentive plans.* The Shareholders' Meeting (i) approved the remuneration and incentive policies for 2024, together with the related adoption and implementation procedures, as described respectively in chapters 4 and 1 of Section I of the Report on remuneration policy and compensation paid; (ii) passed a resolution agreeing on the Disclosure on compensation paid in 2023 as described in Section II of the same Report; and (iii) approved the 2024 Annual Incentive System, which provides for the use of Intesa Sanpaolo ordinary shares to be purchased on the market;

– *authorisation to purchase own shares for annulment with no reduction of the share capital.* More specifically, the Shareholders' Meeting authorised: (i) the purchase, also in part or in fractions, of Intesa Sanpaolo shares for a maximum overall outlay of €1.7 billion and not exceeding 1,000,000,000 shares, with execution by 25 October 2024; (ii) the Board of Directors to carry out the purchases at a price to be identified from time to time, subject to the condition that the price cannot be more than 10% below or above the reference price of the Intesa Sanpaolo shares on the regulated market Euronext Milan managed by Borsa

⁹ The remaining dividend for the year 2023, paid on 22 May 2024 (with coupon presentation on 20 May and record date on 21 May), amounted to €2,776,310,634.08, corresponding to 15.20 euro cents for each of the 18,265,201,540 ordinary shares without nominal value outstanding on the record date (thus excluding the 17,597,449 own shares held by the Bank on the same date, to which no dividends are due, for an amount of €2,674,812.25 that was allocated to the Extraordinary Reserve).

¹⁰ Interim dividends are considered net of the portion not distributed to the 25,956,343 own shares held by the Bank at the record date, amounting to €3,737,713.40.

Italiana S.p.A. the day before the execution of each individual purchase, through transactions to be carried out in accordance with the provisions of Article 132 of the Financial Services Act, Article 144-bis, paragraph 1, letter b) of the Issuers' Regulation and with any other legislative and regulatory provisions (including the regulations and other rules of the European Union) applicable and in force from time to time; and (iii) the Board of Directors, with the power to delegate to the Managing Director and CEO, to carry out the purchases using the Extraordinary Reserve;

– *the authorisation to purchase and dispose of own shares to serve the incentive plans and for trading purposes.*

In the extraordinary session, the Shareholders' Meeting approved the proposal to annul Intesa Sanpaolo's own shares purchased and held by the Bank by virtue of the authorisation from the Shareholders' Meeting in the ordinary session, delegating the Board of Directors – with the option of sub-delegating the Chair and the Managing Director and CEO, jointly or severally – to execute the annulment, in one or more tranches, by 25 October 2024 and to update Article 5 of the Articles of Association accordingly. The required Supervisory Authority assessment had already been obtained for the statutory changes approved by the Shareholders' Meeting.

The execution of the programme of purchase of own shares for annulment (buyback) – which was authorised by the ECB with decision notified on 11 March 2024 – began on 3 June 2024 in the manner and within the terms approved by the above described Shareholders' Meeting of Intesa Sanpaolo of 24 April 2024 and ended on 18 October 2024¹¹. During the period, a total of 479,128,488 shares were purchased, equal to around 2.62% of the share capital outstanding at the end of the programme, at an average purchase price of €3.5481 per share, for a total countervalue of €1,699,999,992.53.

The transactions took place on the regulated market Euronext Milan managed by Borsa Italiana through the third-party intermediary appointed to execute the programme, in full independence and without any involvement of the Intesa Sanpaolo Group.

The annulment of the shares took place on 23 October 2024. While the share capital remained unchanged at €10,368,870,930.08, the number of ordinary shares without nominal value decreased from 18,282,798,989 to 17,803,670,501. The Articles of Association amended to reflect said annulment were filed with the Turin Company Register on 28 October and registered on 30 October 2024.

During the period from 9 September to 11 September 2024 an Intesa Sanpaolo ordinary share buyback programme was also implemented to service plans for the assignment of shares, free of charge, to the employees and the Financial Advisors of the Group, in relation to (i) mainly, the Intesa Sanpaolo Group share-based incentive system for 2023; and (ii) to a lesser extent, the incentive systems of certain subsidiaries (Intesa Sanpaolo Private Banking, for the network in Italy, and Fideuram – Intesa Sanpaolo Private Banking Group for the Relationship Managers of the international commercial networks and non-employee Financial Advisors), also relating to 2023. These incentive systems are reserved for Risk Takers who accrue a bonus in excess of the so-called “materiality threshold”¹², for those who are paid a “particularly high” amount¹³ and for those who, among Middle Managers or Professionals that are not Risk Takers, accrue a bonus exceeding both the so-called “materiality threshold”¹⁴ and 100% of the fixed remuneration. In addition, the programme was implemented in order to grant, when certain conditions occur, severance payments upon early termination of employment.

Intesa Sanpaolo carried out the purchases according to the methods and within the terms authorised by the Shareholders' Meeting of 24 April 2024, also on behalf of the subsidiaries involved, which thereby concluded the programmes regarding the purchase of the parent company shares approved by their respective corporate bodies within their remits and analogous to the programme approved by the Parent Company Shareholders' Meeting.

¹¹ The purchases were suspended during the three days (from 9 to 11 September 2024) of execution of the share buyback programme relating to plans of assignment, free of charge, of Intesa Sanpaolo ordinary shares to the employees and the financial advisors of the Group.

¹² Equal to 50 thousand euro or one third of the total remuneration (unless otherwise provided for by specific local regulations).

¹³ Pursuant to the Group Remuneration and Incentive Policies, for the three-year period 2022-2024 a variable remuneration exceeding 400 thousand euro constitutes a “particularly high” amount.

¹⁴ Pursuant to the Group Remuneration and Incentive Policies, for Middle Managers and Professionals who are not Risk Takers, the materiality threshold is generally equal to 80 thousand euro (unless otherwise provided for by specific local regulations). This threshold is increased to 150 thousand euro in order to significantly reduce the potential competitive disadvantage in the attraction and the retention of the best staff members in countries other than the Group's domestic market and in businesses in which there is a high competitive pressure on the staff (i.e. high cost of living, intense compensation dynamics and high resignation rate) and, outside the EU, in which the regulatory framework concerning the materiality threshold is less strict (or absent).

In the three days during which the programme was executed, a total of 21,000,000 Intesa Sanpaolo ordinary shares were purchased, through the IMI Corporate & Investment Banking Division, tasked with the programme execution, representing around 0.11% of the share capital outstanding at the end of the programme. The average price was €3.7154 per share, for a total countervalue of €78,023,430.57. The Parent Company purchased 10,301,330 shares at an average price of €3.7146 per share, for a countervalue of €38,265,555.39.

On 31 May 2024, after obtaining the necessary approvals from the various supervisory authorities, Intesa Sanpaolo completed the acquisition of 99.98% of the shares of the Romanian bank First Bank S.A. held by JCF IV Tiger Holdings S.A.R.L. (Luxembourg). The related sale agreement had been signed on 28 October 2023 by Intesa Sanpaolo with the US private investment fund J.C. Flowers & Co and had already been announced in the Intesa Sanpaolo Group 2023 Annual Report. First Bank is a medium-sized local bank primarily focused on the SME and Corporate sectors, with a notable presence in the Retail (consumer lending) segment. The acquisition strengthens Intesa Sanpaolo Group's presence in Central and Eastern Europe, particularly in Romania, where it has been operating since 1996 through Banca Comerciala Intesa Sanpaolo Romania S.A. (Intesa Sanpaolo Bank Romania), part of the International Banks Division, and now ranks among the top ten banks in the country. Cost synergies are also expected, mainly related to the streamlining of the branch network, together with revenue synergies, through an expanded offering of high-quality financial services. From an accounting perspective, the Purchase Price Allocation (PPA) process required by IFRS 3 was completed during the second half of the year, with the determination of the fair value of First Bank's assets and liabilities and the identification of any specific intangibles not previously recognised in its financial statements. The comparison between the acquisition cost and the shareholders' equity at fair value identified a difference of around €10 million, which was recognised as negative goodwill within the positive items in the consolidated income statement.

On 8 August 2024, after having received the ECB and FINMA authorisations (issued on 3 June and 12 July respectively), the CHF 40 million capital increase was completed and registered in the Swiss Company Register for Alpian S.A., the digital wealth bank in the start-up phase set up in 2019 and based in Geneva, which as at 31 December 2023 was 41.626% owned by the Intesa Sanpaolo Group (of which 28.134% held by Fideuram - Intesa Sanpaolo Private Banking and 13.492% by Reyl & Cie) and recognised in the consolidated financial statements under companies subject to significant influence in accordance with IAS28. The subscription to the recapitalisation of Alpian was approved by the Boards of Directors of Fideuram - Intesa Sanpaolo Private Banking on 26 February 2024 and of Intesa Sanpaolo, for the issuance of the necessary approval, on the following 27 February with the intention of fully subscribing any unsubscribed capital to ensure the success of the transaction, in view of the asset's strategic importance. In March, Fideuram - Intesa Sanpaolo Private Banking subscribed the capital increase for an amount of CHF 38,572,344.52, equal to its pro-rata share (including the share of Reyl & Cie) and the total of the unsubscribed capital. The conditions of the recapitalisation enabled the exercise, already authorised by the respective competent bodies, of the anti-dilution option in favour of Fideuram - Intesa Sanpaolo Private Banking and Reyl & Cie, which jointly subscribed a further capital increase at nominal value of CHF 2,431,349.67 on 10 September 2024. Upon completion of the overall transaction (capital increase and exercise of the anti-dilution option), the Intesa Sanpaolo Group's ownership percentage rose to 61.599% (with 51.141% held by Fideuram - Intesa Sanpaolo Private Banking and 10.458% by Reyl & Cie), resulting in the acquisition of control of the company in accordance with IFRS 10 and its inclusion in the scope of line-by-line consolidation. From an accounting perspective, the transaction was classified as a business combination achieved in stages. The Purchase Price Allocation process required by IFRS 3 was completed in the fourth quarter. The comparison between the acquisition cost (calculated by adding the subscribed capital increase and the fair value of the interest already held) and the pro-rata shareholders' equity at fair value of the company identified a residual difference of €28 million, which was allocated to goodwill.

On 19 November 2024, the merger deed was signed for the incorporation of Intesa Sanpaolo RBM Salute S.p.A., a company specialising in health insurance, into Intesa Sanpaolo Assicura S.p.A., a company specialising in damage insurance coverage for people, vehicles, and home, as well as loan protection. Both companies were 100% controlled by Intesa Sanpaolo Vita S.p.A., the Parent Company of the Intesa Sanpaolo Vita Insurance Group. The merger was approved by the Extraordinary Shareholders' Meetings of Intesa Sanpaolo Assicura and Intesa Sanpaolo RBM Salute on 11 September 2024, in accordance with the merger plan approved on 8 April 2024 by the Boards of Directors of the two companies and registered with the Company Registers of Turin and Venice Rovigo on 19 July 2024, following the receipt of authorisation no. 173294 from the Institute for the Supervision of Insurance (IVASS) on 17 July 2024. The merger took legal effect from 1 December 2024. On that date, the absorbing company adopted the new

name “Intesa Sanpaolo Protezione S.p.A.”. The civil and tax effects, on the other hand, commenced from 1 January 2024. Given that it was a merger in which both the share capital of the incorporated company and that of the absorbing company were wholly owned by the same shareholder, it was completed through the simplified procedure provided for in Article 2505 of the Italian Civil Code.

From a strategic perspective, the corporate transaction – which had no impact on the policies subscribed by customers – is part of the process of streamlining the Intesa Sanpaolo Group’s non-life insurance segment by creating a single hub for asset and personal protection, combining the expertise gained by the two companies to develop an integrated offering and facilitating simpler and more efficient relations with the networks (both within the ISP Group and external) by standardising and unifying processes, particularly at the after-sales stage. The expected benefits also include organisational, administrative, and operational simplification. From 1 December 2024, the name of the parent company Intesa Sanpaolo Vita was also changed to “Intesa Sanpaolo Assicurazioni S.p.A.” with the related change in the name of the Intesa Sanpaolo Vita Insurance Group to “Intesa Sanpaolo Assicurazioni Group”. This change was approved by the Extraordinary Shareholders’ Meeting of the Company held on 11 April 2024 and authorised by IVASS by Order no. 0119676 of 6 May 2024¹⁵.

On 20 November 2024, the deed of merger was signed for the merger by incorporation of IW Private Investments Società di Intermediazione Mobiliare S.p.A. into its 100% parent company, Fideuram - Intesa Sanpaolo Private Banking S.p.A. The transaction, completed through the simplified procedure set out in Article 2505 of the Italian Civil Code, with legal effect from 2 December 2024 and accounting and tax effects from 1 January 2024, was approved by the Extraordinary Shareholders’ Meetings of the two companies on 24 September 2024, based on the merger plan approved by the two Boards of Directors on 15 May 2024¹⁶ and following the authorisation issued by the European Central Bank with a letter dated 17 July 2024. This completes the process of integration of the company into Fideuram - Intesa Sanpaolo Private Banking’s operational model, which had already begun with the transformation of IW Bank (a company of the former UBI Banca Group) into a securities brokerage firm, while maintaining the customer relations and the network of Financial Advisors, brand value, and service excellence. Following the transaction, the product and service catalogue offered to customers was retained, together with the distribution model based on the network of Financial Advisors, which was transferred to Fideuram - Intesa Sanpaolo Private Banking and the “IW Private Investments” brand, to accompany the “Fideuram” brand.

On 23 October 2024, Intesa Sanpaolo signed an agreement with the Trade Unions, which aims at enabling generational change at no social cost, also owing to significant investment in technology. The agreement also aims at defining the steps of a path leading to enabling service and offering models oriented towards greater simplicity and effectiveness for customers, as well as freeing up time for professional development through a major upskilling/reskilling training programme to better address the need for new widespread digital skills and new professions.

The agreement – addressed to all the people who meet pension requirements by 31 December 2030 of the Intesa Sanpaolo Group’s Italian companies, including the managers – identifies ways and criteria to reach the target of 4,000 people voluntary leaving the Group by 2027, either by retiring or accessing the Solidarity Fund.

Furthermore, by June 2028, the Group will hire 3,500 young people on indefinite-term contracts, 1,500 of whom as Global Advisors for the Network commercial activities in order to ensure greater proximity to customers, specifically in Wealth Management & Protection. The new hires will sustain the Group’s growth and its new activities and are in addition to the aforementioned 4,600 hires by December 2025 already envisaged under the 2022-2025 Business Plan against 9,200 people leaving the Group by the end of the first quarter of 2025.

Furthermore, by 2027, 3,000 exits are expected to take place in Italy and 2,000 net exits in the international subsidiaries, the latter entirely involving roles in central functions with no impact on the commercial roles, through actions on natural turnover. Overall, upon full implementation (from 2028), the Group is expected

¹⁵ With regard to (i) the merger by incorporation of Intesa Sanpaolo RBM Salute S.p.A. into Intesa Sanpaolo Assicura S.p.A., (ii) the amendments to the Articles of Association of the absorbing company Intesa Sanpaolo Assicura S.p.A. related to the merger and its re-branding, as well as (iii) the amendments to the Articles of Association resulting from the re-branding of Intesa Sanpaolo Vita and the Insurance Group, the Board of Directors of Intesa Sanpaolo had given its prior approval on 28 March 2024.

¹⁶ The prior approval for the transaction was given by the Parent Company Intesa Sanpaolo to Fideuram - Intesa Sanpaolo Private Banking on 3 May 2024.

to achieve annual savings in personnel expenses, taking into account the above-mentioned hires, of around €500 million compared to costs recognised in the fourth quarter of 2024 of €439 million before tax, including the discounting effect (€295 million net of tax).

Intesa Sanpaolo in 2025 – Highlights

The military conflict between Russia and Ukraine

The Intesa Sanpaolo subsidiaries in Russia and Ukraine

The Group is present in Russia and Ukraine through two subsidiaries:

- Joint-Stock Company Banca Intesa (Banca Intesa Russia), 47% owned by Intesa Sanpaolo and 53% by Intesa Sanpaolo Holding International (Luxembourg). This is a Moscow-based corporate bank, which operates with 16 branches and 677 staff. The Group's presence in Russia dates back around 50 years (initially as a Representative Office, closed in August 2023). The bank has participated in the financing of large national and international Russian projects, also offering a full range of banking services for small and medium-sized enterprises, retail customers and companies.
- Pravex Bank Joint-Stock Company, 100%-owned by Intesa Sanpaolo. This is a small commercial bank based in Kyiv, part of the International Banks Division, which operates with 39 branches mainly in the Kyiv region and employs 551 people. Intesa Sanpaolo acquired the bank in 2008 and has been operating in the country continuously since that date.

The observations made concerning Intesa Sanpaolo's continued control over the two entities, as reported in Section 5 – Other Aspects of Part A of the Notes to the 2024 Consolidated Financial Statements, still apply, to which readers are therefore referred for details.

Despite the objective constraints imposed by the current situation, particularly for Pravex, the two subsidiaries are continuing to operate with the support of the Parent Company structures, while the overall exposure to and operations with the Russian Federation have decreased significantly over the past three years, as required by the European regulators and the ECB requirements/recommendations, the latest of which was issued in December 2024.

Risk management

In view of the continuing military conflict between Russia and Ukraine, the Group has not relaxed the safeguards put in place and described in the previous disclosures. The situation continues to be monitored both at Parent Company level and in all the Group banks directly involved in the conflict or close to it, where direct and continuous contacts are being maintained. Appropriate information is also always prepared for the Board Committees and the Board of Directors.

The Risk Management and Control Task Force

With regard to credit risk control, there were no significant changes with respect to those reported in the Half-yearly Report as at 30 June 2025. In light of the further tightening of the sanctions imposed on Russia by Western countries, particularly within Europe, in order to ensure regulatory compliance, the close supervision continued through a specific dashboard at Group level, aimed at monitoring the changes in the lists of sanctioned persons and entities at European and international level, identifying sanctioned persons and entities for the purpose of blocking positions and payments, complying with the specific ban on accepting deposits based on the restrictions established by the European regulations, and identifying and blocking financial instruments subject to sanctions. As at 30 September 2025, the exposure to Russian counterparties included in the OFAC (Office of Foreign Assets Control) SDN and/or EU asset freeze lists amounted to €371,9 million, compared to €373 million as at 30 June 2025 and €219.5 million at the end of 2024. In the third quarter, the Group's overall exposure decreased slightly following several repayments of existing exposures, only partially offset by an increase in individual exposures due to the inclusion of new sanctioned persons and entities, a trend also observed in the first half of the year, as a result of the implementation of the OFAC measures and the new packages adopted by the European Union during 2025, the eighteenth of which was approved on 18 July 2025¹⁷.

¹⁷ In September 2025 the nineteenth package of sanctions was announced and subsequently adopted on 23 October 2025 by the European Council.

As described in the “*Risk management*” chapter of the Report on operations of the Interim Statement as at 30 September 2025, particular attention is given to the geopolitical environment, and the issues arising from it and their developments, in order to identify the main phenomena that could have an international impact and significantly alter the Group’s risk profile and influence its operations.

Specific scenario and stress analyses are therefore conducted, also in relation to the Russia-Ukraine conflict, to assess the potential impacts in terms of profitability and capital adequacy.

The Operational Resilience Task Force

With regard to business continuity in Ukraine, operations continue to be ensured thanks to a series of solutions gradually adopted to guarantee normal functioning in the event of interruptions to essential services. Specifically: i) to overcome electricity supply issues, power banks were provided to head offices and personnel with critical and strategic roles, while branches were equipped with inverter generators, which can be easily and promptly used by branch personnel; and ii) data connection is ensured through the installation of satellite devices. These measures are ensuring the provision of services without significant interruptions and remain valid and sufficient to manage the situation. The number of branches open daily has now stabilised at the total number of available branches. The decision-making process regarding the operations of the individual branches continues to be based on a risk assessment methodology agreed with the Parent Company, which involves the use of specific indicators, while always taking staff safety into account. The repeated attacks suffered did not cause any problems to the bank’s buildings, except for one branch, which nevertheless remained operational. In the third quarter, however, in light of the intensification of night time bombings by Russian forces, both on the capital and on other major cities, the Corporate and Physical Security structure began assessing new measures to be adopted in the event of a further deterioration of the situation.

At Banca Intesa Russia, the systems have always functioned without any operational problems since the beginning of the conflict. The monitoring is also continuing of the operations of Banca Commerciale Eximbank, the Group’s Moldovan subsidiary, which still has no operational problems to report, despite the temporary worsening of the conflict in the area. In terms of cybersecurity, the monitoring and threat intelligence activities continued, alongside the continued strengthening of the cybersecurity controls throughout the Intesa Sanpaolo Group. Within the threat intelligence activities aimed at preventing possible cyber threats to Pravex, the containment measures have enabled the management of the attacks also suffered in the reporting period, ensuring service delivery with minimal disruption. Specific educational initiatives on cyber risks, through training courses and in-depth studies on specific topics, are regularly implemented to continually raise awareness among all the Group’s staff. As usual, the additional costs incurred for business continuity and any losses resulting from physical damage to premises/branches located in the conflict zone form part of the monitoring of the exposure to operational risk, including that relating to the Risk Appetite Framework.

The main accounting aspects and the approach adopted by the Intesa Sanpaolo Group

This paragraph summarises main accounting issues arising from the ongoing conflict between the Russian Federation and Ukraine and the Intesa Sanpaolo Group’s approach to addressing them. The situation of the Russian/Ukrainian crisis has been the subject of close attention since the outbreak of hostilities at the end of February 2022. The Group had significant cross-border exposures to counterparties resident in the Russian Federation, as well as, as already mentioned, two subsidiaries operating in the warring countries, which were therefore particularly exposed to the consequences of the conflict: Pravex and Banca Intesa Russia.

At the beginning of 2022, loans to Russian customers represented around 1% (almost €5 billion) of the Intesa Sanpaolo Group’s total loans to customers (net of the exposures backed by Export Credit Agency - ECA guarantees). The de-risking activities have therefore focused on reducing these exposures, and this activity has continued in 2025. In particular, the business conducted in the Russian Federation has been decreasing for many years now, as also requested by the European regulators. Total gross exposures (customers, banks and securities) as at 30 September 2025 to counterparties resident in Russia and Ukraine amounted to just €854 million (€656 million after adjustments), a decrease of €771 million or -47% (-€765 million in net values, -54%) compared with 31 December 2024, when the gross exposure stood at €1,625 million (€1,421 million in net values). The decrease mainly relates to the reduction in amounts due from banks of Banca Intesa Russia (-€710 million in gross values) and, in particular, to term deposits with the Central Bank, which were converted into cash and cash equivalents, amounting to €1,047 million as at 30

September 2025 compared to €758 million as at December 2024. More specifically, as at 30 September 2025, the remaining exposures to customers amounted, in terms of gross values, to €87 million (€26 million net) for Banca Intesa Russia, with its non-performing component fully written down as at 31 March 2025, and €361 million (€286 million net) for cross-border exposures to customers resident in Russia (net of ECA guarantees). These amounts are in addition to the gross exposures to Russian banks totalling €49 million (€46 million net) after the above-mentioned decrease in Banca Intesa Russia's term deposits with central banks. There are no longer any exposures in securities (€1 million gross value and nil net value at the end of 2024)¹⁸. The amounts of the gross exposures to customers resident in Ukraine are small (as in previous years). Specifically, they amounted to €160 million (€109 million net), of which €50 million (zero book value in net terms) related to the subsidiary Pravex (figures as at 30 June 2025, as described below)¹⁹, in addition to exposures to banks and short-term government bonds totalling €197 million gross (€189 million net).

That said, the situation as at 30 September 2025 is essentially the same as that described in the Annual Report as at 31 December 2024 and the Half-yearly Report as at 30 June 2025. In particular, the Intesa Sanpaolo Group continued to exercise control over the two banks, which operated on the basis of the Parent Company's instructions in their respective environments. Consequently, the main methodological choices – both in terms of consolidation of the two subsidiaries and valuation of the credit exposures – are essentially the same as those used in the 2024 Annual Report. Before outlining the valuation issues regarding the two subsidiaries and the aspects related to the valuation of the cross-border exposures, it is necessary to provide some preliminary information about how Pravex and Banca Intesa Russia contributed to the Interim Statement as at 30 September 2025. More specifically, while it was possible to consolidate an accounting situation aligned to that of the Parent Company for Banca Intesa Russia (therefore, consolidated with reference to the results as at 30 September 2025), for Pravex, the specific situation in the city of Kyiv (where the bank is based) led to the conclusion that – in order to contain the “operational” risk – it was considered more appropriate to consolidate the figures of the Ukrainian bank using an accounting situation as at 30 June 2025, translated at the exchange rate of 30 September 2025. The accounting figures²⁰ of Pravex have therefore been incorporated by means of the line-by-line consolidation of a consolidation package prepared in accordance with the IAS/IFRS for the previous quarter, in keeping with the approach already adopted for the 2022, 2023 and 2024 Annual Reports. However, it is worth recalling here that the balances of the Ukrainian subsidiary are substantially immaterial in the context of those of the Intesa Sanpaolo Group.

With regard to the valuation choices, the absolutely serious situation in all of Ukraine resulted in the definition, for the purpose of measuring Pravex's loan portfolio, of a specific approach, significantly based on prudent rationales, in light of the continuation of the conflict and the consequent repercussions on the Ukrainian economy. As at 30 September 2025, as in the 2024 Consolidated Financial Statements, it was again considered appropriate to maintain the full write-down of Pravex's on-balance sheet loans to customers, with consequent classification to Stage 3. As a result of that choice, for the purposes of the Group's consolidated financial statements, the equity of the subsidiary has essentially been reduced to zero. For Banca Intesa Russia, an approach to classifying and measuring performing loans continued to be adopted that strongly considers the geopolitical risk deriving from the ongoing crisis. Therefore, as was already the case in the 2024 Annual Report, the assessments carried out as at 30 September 2025 on the loans of the subsidiary included a centrally determined prudent factor that takes account of the worsening of the domestic economic situation in light of the continuation of the conflict and the increased isolation of the Russian economy. As a result of these valuations, the total coverage of performing loans of the Russian subsidiary amounted to around 53% of their gross value, up on 36% in December 2024. Additionally, on a prudential basis, the remaining non-performing loans of Banca Intesa Russia were fully written down already from 31 March 2025.

The significant adjustments on the credit exposures of Banca Intesa Russia and Pravex, made on a prudential basis, reflect the evolution of the conflict up to 30 September 2025, which requires careful consideration of the above-mentioned country risk for Russia and Ukraine, with appropriate measurement

¹⁸ There were also €6 million gross (€5 million net) in off-balance sheet exposures to customers at Banca Intesa Russia and €20 million (with no impact in terms of net value) in cross-border off-balance sheet exposures to customers resident in Russia (net of ECA). Lastly, there were €20 million (gross and net values) of cross-border positions with Russian resident banks

¹⁹ The cross-border exposures to customers resident in Ukraine are, for the corporate part, backed by guarantees provided by European persons, while, for the household part, these mainly relate to exposures disbursed by the subsidiary VUB to Ukrainian families with permanent residence in Slovakia.

²⁰ The consolidation of Pravex concerned the balance sheet figures as at 30 June and the income statement figures for the first half of 2025.

of the risk that the capital invested abroad is exposed to, connected to the possibility that political or economic circumstances may result in non-repayment of the loan (irrespective of the specific credit risk of the individual counterparty).

In addition, in line with the approach already adopted in the other disclosures for the year 2025, in view of the gradual reduction in the volume of operations and the risk profile of Banca Intesa Russia (in compliance with the guidance from the EU Regulator) and also considering its earnings outlook (which still remains positive, despite an expected progressive decline), it was decided, for the consolidated result for the period, to include the positive earnings achieved by the bank, amounting to €113 million in the first nine months of 2025, starting from the first quarter of 2025. In line with the financial statements as at 31 December 2024, the provision made to write off the shareholders' equity of the subsidiary on that date has been substantially maintained. This provision, allocated to a specific allowance for risks and charges, amounted to €422 million as at 30 September 2025 (€382 million as at 31 December 2024, with the change essentially linked to the appreciation of the rouble against the euro).

For the cross-border positions, the Group continued to adopt the measurement approach guided by the emergence of the so-called "transfer" risk (an approach applied both for the determination of the SICR and the related classification to Stage 2, and for the calculation of the ECL through the application of managerial adjustments) in order to better incorporate provisions related to the risk associated with the current conflict that would otherwise not be properly captured by the risk measurement systems normally used. At the same time, the ratings for the highest risk class already assigned to the most significant counterparties exposed to conflict-related risk have been maintained.

With regard to the profit and loss impacts, in addition to the €113 million of the contribution to the consolidated result for the first nine months of 2025 from Banca Intesa Russia, already mentioned above, as at 30 September 2025 the Group recorded an overall positive profit and loss impact of €43 million in relation to the exposures to Russian or Ukrainian counterparties, mainly related to collections from customers as well as exchange rate differences on certain positions. In the first nine months of 2024, the Group had recorded a negative profit and loss impact, before tax, of €159 million relating to exposures to Russian or Ukrainian counterparties, mainly due to the provision of €159 million made upon consolidation of Banca Intesa Russia to write off its equity contribution to the Group's consolidated financial statements, while the other effects arising from collections and valuation of other items with Russian or Ukrainian counterparties were substantially offset. For the full year 2024, the Group had recorded a negative profit and loss impact, before tax, of €273 million, also essentially due to the inclusion, for €263 million, of the above-mentioned provision made to eliminate the equity contribution of Banca Intesa Russia to the Group's consolidated financial statements. The other effects relating to collections and valuations of other positions with Russian or Ukrainian counterparties substantially offset each other, resulting in a total of -€10 million.

Other highlights

On 28 January 2025, Intesa Sanpaolo announced the signing of an industrial partnership in the operational leasing of capital goods with Grenke AG, a company listed on the Frankfurt Stock Exchange and a market leader in Italy through its subsidiary Grenke Locazione S.r.l. This type of product strategically complements the traditional financial offering by allowing companies (i) to renew their operating equipment without weighing on their financial structure and (ii) the total tax deductibility of expenses incurred. Approved by the Board of Directors of Intesa Sanpaolo on 17 January 2025 and signed by the parties on 28 January 2025, the partnership is aimed at strengthening the Intesa Sanpaolo Group's strategic positioning in operational leasing through the creation of a new market-leading player, leveraging the branch network and customer base of Intesa Sanpaolo together with Grenke's strong competitive positioning. With effect from 1 June 2025: (i) Intesa Sanpaolo contributed its entire holding (equal to 100% of the share capital) to Intesa Sanpaolo Rent Foryou S.p.A., previously recapitalised in the amount of €12 million, to Grenke Locazione, with a subsequent merger by incorporation envisaged. Following the contribution, Intesa Sanpaolo acquired a 17% interest in Grenke Locazione S.r.l., which, from 1 June 2025, was converted into a joint-stock company and changed its name to Grenke Italia S.p.A. The remaining 83% of the company's share capital remained under the ownership of Grenke AG. The fairness of the values transacted was certified by a specific fairness opinion issued by an independent third party. In accordance with the specific governance provisions set out in the agreements signed by the parties, the investment in Grenke Italia has been classified under interests subject to significant influence in accordance with IAS 28.

In the first nine months of 2025, the project was completed for the evolution of Wealth Management, aimed at optimising the operations of the product factories through the reorganisation and restructuring of collective and asset management activities. The ultimate goal is the simplification of the Group's corporate and organisational structure, increased specialisation of the product factories by creating specialist centres

of excellence, and improved coordination between the factories and distribution networks. This project included the following:

– on 19 February 2025, the deed was executed for the merger by incorporation of Epsilon SGR S.p.A. into its parent company Eurizon Capital SGR S.p.A., in turn wholly owned by Intesa Sanpaolo. The transaction, which became legally effective from 1 March 2025, with accounting and tax effects from 1 January 2025, was authorised by the Bank of Italy by order dated 27 January 2025, which also approved the amendments to the rules of the funds managed by Epsilon SGR. As a merger involving a wholly owned company, it was carried out in the simplified manner provided for in Article 2505 of the Italian Civil Code.

The merger was carried out on the basis of a merger plan filed by the two companies on 27 January 2025 and registered with the Company Register, Milan Monza Brianza Lodi office, on 28 and 29 January. The resolution approving the transaction by the Extraordinary Shareholders' Meetings of the two companies was passed on 29 January, with registration in the above-mentioned Register on 31 January 2025;

– through orders dated 24 January 2025 and 5 March 2025, respectively from the European Central Bank and the Bank of Italy, the following corporate transactions were authorised:

- the total demerger of Fideuram Asset Management SGR S.p.A., wholly owned by Fideuram - Intesa Sanpaolo Private Banking S.p.A., in favour of Eurizon Capital SGR (business line organised for collective asset management – UCITS and AIFs) and Fideuram - Intesa Sanpaolo Private Banking (set of assets, liabilities, rights, and legal and economic relationships not pertaining to collective asset management, and therefore not assigned to Eurizon Capital SGR);
- the partial demerger of Eurizon Capital SGR in favour of Fideuram - Intesa Sanpaolo Private Banking of the business line comprising the portfolio management schemes distributed by the Private Banking Division; and
- the approval of the amendments to the rules of the funds managed by Fideuram Asset Management SGR.

On 16 June 2025, in execution of the shareholders' meeting resolutions of 15 May 2025, the deed was signed for the total demerger of Fideuram Asset Management SGR, in favour of Eurizon Capital SGR and Fideuram-Intesa Sanpaolo Private Banking. The deed became effective for statutory, accounting and tax purposes from 1 July 2025. Following the demerger, which concerned the entire scope of operations of the company, Fideuram Asset Management SGR was dissolved.

To service the total demerger, on 1 July 2025 Eurizon Capital SGR increased its share capital by an amount equal to the net value of the business line assigned from Fideuram Asset Management SGR, issuing new shares allocated to Fideuram - Intesa Sanpaolo Private Banking, as sole shareholder of the demerged company. On 7 July 2025, these shares were purchased by Intesa Sanpaolo at a market-consistent price determined with the aid of an independent expert, in order to restore full control over Eurizon Capital SGR.

On 17 September 2025, the deed was signed for the partial demerger of Eurizon Capital SGR in favour of Fideuram - Intesa Sanpaolo Private Banking of the business line comprising the portfolio management schemes distributed by the Private Banking Division. The partial demerger of Eurizon Capital SGR took effect on 1 October 2025.

At the meeting held on 27 March 2025, the Board of Directors of Intesa Sanpaolo gave its approval to the following corporate transactions:

- the merger by incorporation of First Bank S.A., the Romanian bank acquired in 2024 and 99.98% owned by Intesa Sanpaolo, into Banca Comerciala Intesa Sanpaolo Romania S.A. (Intesa Sanpaolo Bank Romania), the subsidiary through which the Group has operated in Romania since 2001, and which is 99.73% owned by Intesa Sanpaolo and 0.27% by Intesa Sanpaolo Holding International (Luxembourg). On 28 March, the Boards of Directors of the two banks approved the merger plan, which was registered with the Company Register in the days that followed. After the period granted by law for any creditor opposition had expired, the Shareholders' Meetings of the two banks approved the merger plan on 12 May 2025. On 16 June, the request was submitted to the National Bank of Romania which granted its authorisation on 13 October. The transaction takes legal effect from 31 October 2025 following the official registration in the Trade Register. The merger will enable the

implementation of a unified business strategy based on multi-channelling, the streamlining of the branch network, and the achievement of significant cost synergies, also through the simplification of governance;

- the cross-border merger of Intesa Sanpaolo Bank Ireland p.l.c. (wholly owned by Intesa Sanpaolo) into Intesa Sanpaolo Bank Luxembourg S.A. (“**Intesa Sanpaolo Luxembourg**”) (wholly owned by Intesa Sanpaolo Holding International). On 15 May 2025, the Boards of Directors of both banks approved the merger plan. Considering that both banks are wholly owned by the Parent Company, a simplified merger procedure was used, as envisaged by both legal systems, which allows the transaction to be completed without the need for a dedicated capital increase by the absorbing company. On 30 June 2025, the shareholders’ meeting of Intesa Sanpaolo Bank Ireland p.l.c. approved the merger, while the shareholders’ meeting of the absorbing company, Intesa Sanpaolo Bank Luxembourg, was taken on 26 September 2025. The merger will simplify the international network of the IMI Corporate & Investment Banking Division, strengthening the Bank’s role in Luxembourg, which will centralise the activities previously carried out by the Irish subsidiary, also generating cost synergies. The merger became legally effective, following publication in the Luxembourg Companies Register, as of 17 November 2025.

With regard to the 22.5% stake in Cronos Vita Assicurazioni acquired by Intesa Sanpaolo Assicurazioni (formerly Intesa Sanpaolo Vita) within the industry-wide transaction carried out in 2023 to protect policyholders of Eurovita and involving the five main Italian insurance companies, since December 2023 this stake has been classified under assets held for sale in view of the explicit intention of the shareholder companies to hold the stake for a limited period, and this classification has also been confirmed as at 30 September 2025. Between late March and early April of the current year, the five shareholder companies, together with Cronos Vita Assicurazioni, approved, for matters within their competence, the total non-proportional demerger plan for Cronos, with statutory, accounting and tax effects from the same date, set as 1 October 2025, following the completion of the legal procedures. On 7 April 2025, the same parties submitted their application to IVASS, which granted the necessary authorisations by order no. 0098642 of 14 May 2025. The deed of demerger was consequently signed on 26 September 2025 and, as stated above, became effective on 1 October 2025, on which date Cronos Vita Assicurazioni was dissolved without liquidation. With regard to the Intesa Sanpaolo Group, on 27 March 2025, the Board of Directors of Intesa Sanpaolo granted prior approval of the plan, designating Fideuram Vita as the beneficiary of the demerger, in view of the nature of the portfolio transferred to the Intesa Sanpaolo Group, mainly consisting of policies no longer being distributed, entered into with customers of Fideuram - Intesa Sanpaolo Private Banking.

On the basis of the above-mentioned authorisation, on 31 March 2025 and 3 April 2025, respectively, the Boards of Directors of Intesa Sanpaolo Assicurazioni and Fideuram Vita approved the demerger plan which included, *inter alia*, a capital increase by Fideuram Vita to service the demerger for an amount equal to the carrying amount of the investment in Cronos Vita Assicurazioni, with the issuance of new shares in favour of Intesa Sanpaolo Assicurazioni and the related amendment to the company’s Articles of Association (authorised by IVASS under the above-mentioned order of 14 May 2025). The shareholders’ meeting of Fideuram Vita on 20 June 2025 approved the Demerger Plan and the related capital increase, as well as the consequent amendment of the articles of association. The capital increase was completed on 1 October 2025. Consequently, the shareholding structure of Fideuram Vita now comprises Intesa Sanpaolo with 77.5%, Fideuram - Intesa Sanpaolo Private Banking with 19.4% and Intesa Sanpaolo Assicurazioni with 3.1%.

Because Fideuram Vita acquired control of a specific business unit (consisting of an insurance portfolio and additional legal relationships, assets and liabilities), the demerger qualifies as a business combination in accordance with IFRS 3, and the related accounting effects will be recognised in full and on a definitive basis in the fourth quarter of the year, as part of the Purchase Price Allocation (PPA) process.

The Shareholders’ Meeting of Intesa Sanpaolo was held on 29 April 2025. The Meeting was validly constituted, on single call, to pass resolutions as those in attendance through the appointed representative (in accordance with Article 106, paragraph 4, of Decree Law no. 18 dated 17 March 2020 converted by Law no. 27 dated 24 April 2020, the effects of which were extended by Law no. 15 dated 21 February 2025) counted 4,356 holders of voting rights attached to 10,867,347,981 ordinary shares without nominal value representing 61.03993% of the share capital. The Shareholders’ Meeting

voted in favour of all the items on the agenda (see the press release published on the Group's official website, for details of the individual resolutions and the respective majorities of votes).

In the ordinary part, the resolutions concerned:

- *the approval of the 2024 financial statements of the Parent Company Intesa Sanpaolo and the allocation of the net income for the year with the distribution to shareholders of a dividend and part of the Share premium reserve.* The cash distribution to shareholders of a remaining amount of €3,044,427,655.67 (corresponding to €17.10 cents for each of the 17,803,670,501 ordinary shares) was approved, of which €2,252,164,318.38 as dividends from the net income for the year (corresponding to €12.65 cents per share) and €792,263,337.29 as assignment of reserves drawn on the Share premium reserve (corresponding to € 4.45 cents per share). The dividend distribution took place from 21 May 2025 (with coupon presentation on 19 May and record date on 20 May). The remaining dividend paid amounted to €3,042,652,586.92, net of €1,775,068.75, relating to the 10,380,519 own shares held by the Bank at the record date, which was allocated to the Extraordinary reserve. Also taking into account the interim dividend paid in November 2024, amounting to €3,022,396,312.63²¹, corresponding to 17 euro cents per share, the total interim and remaining dividends distributed for the year 2024 amounted to €6,065,048,899.55, corresponding to a 70% payout of the consolidated net income;
- *the determination of the number of Board Directors for the financial years 2025/2026/2027, the appointment of Board Directors and members of the Management Control Committee for the financial years 2025/2026/2027, on the basis of slates of candidates submitted by shareholders, and the election of the Chair and one or more Deputy Chairs of the Board of Directors for the financial years 2025/2026/2027.* The Shareholders' Meeting set the number of Board Directors at 19, appointing them based on the votes received from the two slates presented and in compliance with regulatory provisions concerning gender balance, and appointed Gian Maria Gros-Pietro as Chair and Paola Tagliavini as Deputy Chair;
- *the remuneration policies and incentive plans.* In particular, the Shareholders' Meeting (i) approved the remuneration policies in respect of Board Directors in accordance with the terms described in Section I, point 2 of the Report on remuneration policy and compensation paid; (ii) set the gross annual remuneration of Board Directors for the entire term of office, pursuant to Articles 16.2 and 16.3 of the Articles of Association; (iii) approved the remuneration and incentive policies for 2025, and the procedures used to adopt and implement them, as described respectively in chapters 4 and 1 of Section I of the above-mentioned Report; (iv) passed a resolution agreeing on the Disclosure on compensation paid in the financial year 2024, as described in Section II of the same Report; and (v) approved the 2025 Annual Incentive Plan, which involves the use of Intesa Sanpaolo ordinary shares to be purchased on the market;
- *authorisation to purchase own shares for annulment with no reduction of the share capital.* More specifically, the Shareholders' Meeting authorised: (i) the purchase, even partially and/or in tranches, of Intesa Sanpaolo shares for a maximum overall outlay of €2 billion and not exceeding 1,000,000,000 shares – in line with the authorisation in this regard received from the European Central Bank – with execution by 24 October 2025; (ii) the Board of Directors to carry out the purchases at a price to be identified from time to time, subject to the condition that the purchase price may not be more than 10% below or above the reference price of the Intesa Sanpaolo shares registered on the regulated market Euronext Milan managed by Borsa Italiana S.p.A. the day before the execution of each individual purchase, through transactions to be carried out in line with the provisions of Article 132 of the Financial Services Act, Article 144-bis, paragraph 1, letter b) of the Issuers' Regulation and with any other legislative and regulatory provisions (including the regulations and other rules of the European Union) applicable and in force from time to time; and (iii) the Board of Directors, which may delegate this power to the Managing Director and CEO, to carry out the purchases using the Extraordinary reserve and/or the Share premium reserve;

²¹ Interim dividends are considered net of the portion not distributed to the 24,868,662 own shares held by the Bank at the record date, amounting to €4,227,672.54.

- *the authorisation to purchase and dispose of own shares to serve the incentive plans and for trading purposes.*

In the extraordinary part, the Shareholders' Meeting approved the proposal to annul Intesa Sanpaolo's own shares purchased and held by the Company by virtue of the authorisation from the Shareholders' Meeting in the ordinary part, delegating the Board of Directors – with the option of sub-delegating the Chair and the Managing Director and CEO, jointly or severally – to execute the annulment, in one or more tranches, by 24 October 2025 and to update Article 5 of the Articles of Association accordingly. With regard to the statutory changes approved by the Shareholders' Meeting, the required authorisation was issued on 5 March 2025 by the Supervisory Authority.

At its first meeting held on 29 April, the new Board of Directors of Intesa Sanpaolo unanimously appointed Carlo Messina as Managing Director and CEO, conferring on him the powers necessary and appropriate to ensure consistent management of the Company.

On 6 May 2025 the Board, with a unanimous resolution – except for the abstention of the members involved – established the Nomination Committee, the Remuneration Committee, the Risks and Sustainability Committee, the Committee for transactions with related parties and the Governance Committee as internal committees, whose powers and responsibilities are in accordance with the provisions of the Articles of Association and supervisory regulations in force. The names of the members and the related information are available in the Governance section, Committees of the Board of Directors, of the Group's website.

On 26 May 2025, Intesa Sanpaolo announced the launch of the programme for the purchase of own shares for annulment (buyback) for a maximum total outlay of €2 billion and a number of shares not exceeding 1,000,000,000 Intesa Sanpaolo ordinary shares. The execution of the programme began on 2 June 2025 in the manner and within the terms approved by the above-described Shareholders' Meeting of Intesa Sanpaolo of 29 April 2025 and concluded on 17 October 2025. Based on the information provided by the third-party intermediary appointed to execute the programme, in full independence and without any involvement of the Intesa Sanpaolo Group, a total of 390,280,888 shares were purchased since the launch of the programme, equal to around 2.19% of the share capital, at an average purchase price of €5.1245 per share, for a total amount of €1,999,999,997.95.

The voluntary exits plan under the Trade Union Agreement of 23 October 2024 started on 1 January 2025, is continuing at the Group level. As at 30 September 2025, the exits totalled 2,458 (1,899 in the first quarter, of which 966 were effective from 1 January, 67 in the second quarter and 492 in the third quarter, of which 454 were effective from 1 July), out of the 4,000 planned by the end of 2027. Between January and September, there were around 650 new hires under this Agreement (including around 430 as Global Advisors for the Network commercial activities), out of the 3,500 (of which 1,500 Global Advisors) expected to take place by the first half of 2028. Lastly, with regard to the actions on natural turnover also announced to the market on 23 October 2024, at the end of September 2025 there had been around 625 exits in Italy (3,000 envisaged by 2027, of which 1,000 by 2025) and around 575 net exits for the central functions of the international banks (2,000 net exits envisaged by 2027, of which 500 by 2025).

Within the Next Way of Working project – aimed at implementing a new working model based on strengthening individual responsibility and improving work-life balance – in this last year of the 2022-2025 Business Plan the preliminary real estate and technological interventions are continuing, aimed at constructing new workspaces designed to enhance the moments of presence in the office. In line with the planned schedule for 2025, activities have been completed at the Cuneo office limited to the Teatro Toselli, while work is ongoing at the sites in Florence, Forlì and Venice-Mestre, which began in July. With regard to the city of Rome, the launch of an additional worksite, scheduled by the first quarter of 2026, resulted in a partial rescheduling of the closing phase of the original project involving the premises in Via del Corso, to allow for optimal use of space. As always, the extension of the model is accompanied by the implementation of technological tools (release of the space booking function in the planning and reservation tool), together with specific targeted communication campaigns. In parallel, the plan to expand alternative workspaces outside the main office (Flexible Working HUB) continued, with new bookable workstations being progressively made available to staff in the Network and governance structures authorised for flexible work. Lastly, with regard to the energy management strategies,

and in particular the initiatives aimed at improving ESG performance, during the middle two weeks of August several head office buildings were temporarily closed, continuing on from the successful trials in previous years, with other company spaces in nearby areas available, by reservation, to ensure the possibility of working on-site during the closure period, as an alternative to voluntary remote working.

Recent Events

Intesa Sanpaolo: 2025 EU-wide stress test results

Intesa Sanpaolo was subject to the 2025 EU-wide stress test conducted by the European Banking Authority (EBA), in cooperation with the Single Supervisory Mechanism (SSM), the Bank of Italy, the European Central Bank (ECB), and the European Systemic Risk Board (ESRB).

The 2025 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 (2025-2027). The stress test has been carried out applying a static balance sheet assumption as at December 2024 and, therefore, does not take into account future business strategies and management actions. It is not a forecast of Intesa Sanpaolo profits.

On 1 August 2025 the results of the stress test have been disclosed. With reference to the Intesa Sanpaolo Common Equity Tier 1 ratio (CET1 ratio), the stress test results were as follows:

| Baseline Scenario | | | | | |
|--------------------------|------------------------------|--|-------------------|-------------------|-------------------|
| | 31.12.2024 Actual | 31.12.2024 Restatement CRR3 | 31.12.2025 | 31.12.2026 | 31.12.2027 |
| Transitional | 13.26% | 12.62% | 13.18% | 13.76% | 14.20% |
| Fully loaded | 13.26% | 12.40% | 12.94% | 13.52% | 13.95% |
| Adverse Scenario | | | | | |
| | 31.12.2024 Actual | 31.12.2024 Restatement CRR3 | 31.12.2025 | 31.12.2026 | 31.12.2027 |
| Transitional | 13.26% | 12.62% | 10.38% | 11.38% | 12.00% |
| Fully loaded | 13.26% | 12.40% | 10.19% | 11.17% | 11.78% |

The results of the stress test highlight that Intesa Sanpaolo is able to confirm its solidity even in complex scenarios, thanks to its well-diversified and resilient business model.

Intesa Sanpaolo concludes ordinary share buyback programme for free assignment to employees

On 15 September 2025 Intesa Sanpaolo concluded the ordinary share buyback programme launched on 8 September 2025 and announced to the market in the press release dated 3 September 2025.

The programme relates to plans of assignment, free of charge, of Intesa Sanpaolo ordinary shares to the employees and the Financial Advisors of the Group, in relation to: (i) mainly, the Intesa Sanpaolo Group share-based incentive plan for 2024, and, to a lesser extent, the incentive plans of certain subsidiaries - i.e. the 2024 Incentive Plan of the Private Banking Network belonging to the Italian Network of Intesa Sanpaolo Private Banking; that of the Relationship Managers belonging to the International commercial Networks of the Fideuram – Intesa Sanpaolo Private Banking Group; and that of the non-employee Financial Advisors belonging to the commercial Networks

of the Fideuram – Intesa Sanpaolo Private Banking Group - (together, the “**2024 Plans**”); and, (ii) to a lesser extent, the completion of the implementation of the 2023 Intesa Sanpaolo Group Incentive Plans - i.e. the Intesa Sanpaolo Group 2023 Incentive Plan, and the 2023 Incentive Plan of the Private Banking Network belonging to the Italian Network of Intesa Sanpaolo Private Banking; that of the Relationship Managers belonging to the International commercial Networks of the Fideuram – Intesa Sanpaolo Private Banking Group; and that of the non-employee Financial Advisors belonging to the commercial Networks of the Fideuram – Intesa Sanpaolo Private Banking Group - (the “**2023 Plans**”). The above-mentioned incentive plans are reserved for Risk Takers who accrue a bonus in excess of the so-called “materiality threshold”, as well as for those who are paid a “particularly high” amount, and for those who, among Middle Managers or Professionals that are not Risk Takers, accrue a bonus exceeding both the so-called “materiality threshold” and 100% of the fixed remuneration. In addition, the programme is implemented in order to grant, when certain conditions occur, severance payments upon early termination of employment. The programme is in accordance with the terms approved at the Shareholders’ Meeting of Intesa Sanpaolo on 29 April 2025. Moreover, the Bank’s subsidiaries indicated in the aforementioned press release have concluded the programmes regarding the purchase of the Parent Company’s shares, approved by their respective corporate bodies within their remits and analogous to the programme approved at the Parent Company’s Shareholders’ Meeting.

In the six days during which the programme was executed (from 8 to 15 September 2025), the Intesa Sanpaolo Group purchased a total of 23,800,000 Intesa Sanpaolo ordinary shares through its IMI Corporate & Investment Banking Division (which was responsible for the programme execution). These represent 0.13% of the share capital of the Parent Company. The average purchase price was €5.4349 per share, for a total amount of €129,350,330.52. The Parent Company purchased 16,545,236 shares at an average purchase price of €5.4347 per share, for an amount of €89,918,725.76.

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 determined in the resolutions passed by the competent corporate bodies. Pursuant to Article 132 of TUF and Article 144-bis, paragraph 1, letter b), of the Issuers’ Regulation and subsequent amendments, purchases were executed on the regulated market Euronext Milan managed by Borsa Italiana in accordance with trading methods laid down in the market rules for these transactions.

Moreover, purchases were 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, and subsequent amendments pursuant to Regulation (EU) 2024/2809 of the European Parliament and of the Council of 23 October 2024.

The number of shares purchased daily did not exceed 25% of the daily average volume of the Intesa Sanpaolo ordinary shares traded in August 2025, which was equal to 53.7 million shares, and 15% of the volume traded on the Euronext Milan on each of the days when purchases were executed - in accordance with the constraint added in the programme to the above-mentioned regulatory conditions and restrictions.

Capital Requirement set by the ECB

On 31 October 2025 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 2026, 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 9.97%.

This is the result of:

- a SREP requirement in terms of Total Capital ratio of 9.65% 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 1.65%, of which 0.93% is Common Equity Tier 1 ratio applying the regulatory change introduced by the ECB with effect from 12 March 2020;

- additional requirements, entirely in terms of Common Equity Tier 1 ratio, relating to:
 - a Capital Conservation Buffer of 2.5%,
 - an O-SII Buffer (Other Systemically Important Institutions Buffer) of 1.25%,
 - a Countercyclical Capital Buffer of 0.34%;²²
 - a Systemic Risk Buffer of 0.45%.²³

Intesa Sanpaolo's capital ratios as at 30 September 2025 on a consolidated basis - after the deduction from capital of €5.3 billion of dividends accrued in 9M 2025 (of which €3.2 billion distributed as an interim dividend in November 2025) and the coupons accrued on the Additional Tier 1 issues (€0.3 billion) - were as follows:

- 13.9% in terms of Common Equity Tier 1 ratio;²⁴
 - 19.3% in terms of Total Capital ratio;²⁴
- and pro-forma²⁵:
- 14.9% in terms of Common Equity Tier 1 ratio;
 - 20.5% in terms of Total Capital ratio.

For further recent events on Intesa Sanpaolo and the Group please see the unaudited interim consolidated financial statements as at 30 September 2025 incorporated by reference into this Base Prospectus.

Sovereign risk exposure

As at 30 September 2025 Intesa Sanpaolo Group's exposure in securities to Italian sovereign debt – excluding the insurance business – amounted to €31,933 million, in addition to loans for €8,715 million.

Management

Board of Directors

The composition of Intesa Sanpaolo's Board of Directors as at the date hereof is as set out below.

| <u>Member of the Board of Directors</u> | <u>Position</u> | <u>Principal activities performed outside Intesa Sanpaolo, where significant with respect to the Issuer's activities</u> |
|---|-----------------|--|
| Gian Maria Gros-Pietro | Chair | Director of ABI Servizi S.p.A. |
| Paola Tagliavini ^(#) ^(##) | Deputy Chair | Director of Rai Way S.p.A. |

²² Calculated taking into account the exposure as at 30 September 2025 in the various countries where the Group has a presence, as well as the respective requirements set by the competent national authorities and relating to 2027, where available, or the most recent update of the reference period (requirement was set at zero per cent in Italy for 2025).

²³ Calculated taking into account the exposure as at 30 September 2025 to residents in Italy.

²⁴ Common Equity Tier 1 ratio of 13.1% and Total Capital ratio of 18.5%, not including in capital any net income accrued in 9M 2025, in compliance with the ECB's guidance, which specifically states that a supervised entity is not allowed to include any interim or year-end profits in Common Equity Tier 1 in case it adopts a distribution policy that does not specify any upper limit for cash dividends and any share buybacks, and it does not commit not to distribute neither via cash dividends nor via share buybacks the profits that it wants to include in Common Equity Tier 1.

²⁵ Estimated, on the basis of the financial statements as at 30 September 2025, taking into account: (i) the total absorption of deferred tax assets (DTAs) related to goodwill realignment, loan adjustments, the first time adoption of IFRS 9 and the nontaxable public cash contribution of €1,285m covering the integration and rationalisation charges relating to the acquisition of the Aggregate Set of Banca Popolare di Vicenza and Veneto Banca, (ii) the expected absorption of DTAs on losses carried forward and DTAs related to the acquisition of UBI Banca and the agreements with the trade unions of November 2021 and October 2024, and (iii) the expected distribution on the 9M 2025 net income of insurance companies.

| Member of the Board of Directors | Position | Principal activities performed outside Intesa Sanpaolo, where significant with respect to the Issuer's activities |
|---|---|---|
| Carlo Messina (*) | Managing Director and CEO | None |
| Maria Angela Zappia(##) | Director | None |
| Franco Ceruti | Director | Chair of Intesa Sanpaolo Expo Institutional Contact S.r.l. Director of Intesa Sanpaolo Private Banking S.p.A. Chair of Società Benefit Cimarosa 1 S.p.A. |
| Paolo Maria Vittorio Grandi | Director | Director of Camfin S.p.A. Director of Centai Institute S.p.A. Director of Istituto Europeo di Oncologia S.r.l. Director of Intesa Sanpaolo Wealth Management S.A. Chair of Intesa Sanpaolo Holding International SA |
| Luciano Nebbia | Director | Deputy Chair of Equiter S.p.A. |
| Liana Logiurato (##) | Director | None |
| Pietro Previtali(##) | Director | Director of Mondeox srl Director of IED – Istituto Europeo di Design S.p.A. |
| Maria Alessandra Stefanelli(##) | Director | None |
| Bruno Maria Parigi(##) | Director | None |
| Anna Gatti ⁽¹⁾ (##) | Director | Director of WiZink Bank S.A. Director of Wizz Air Holdings PLC |
| Guido Celona ⁽¹⁾ (#)(##) | Director | Chair of Coalescent Labs S.p.A. |
| Mariarosaria Taddeo ⁽¹⁾ (##) | Director | Director of United Ventures SGR S.p.A. |
| Fabrizio Mosca ^(#) (##) | Director and Member of the Management Control Committee | Chair of the Board of Statutory Auditors of Aste Bolaffi S.p.A. Chair of the Board of Statutory Auditors of Bolaffi S.p.A. Chair of the Board of Statutory Auditors of Bolaffi Metalli Preziosi S.p.A. |

| Member of the Board of Directors | Position | Principal activities performed outside Intesa Sanpaolo, where significant with respect to the Issuer's activities |
|--|---|--|
| | | Chair of the Board of Statutory Auditors of DiaSorin Italia S.p.A. |
| | | Chair of the Board of Statutory Auditors of Mindicity S.r.l. |
| Mariella Tagliabue ^(#) ^(##) | Director and Member of the Management Control Committee | None |
| Maura Campra ^(#) ^(##) | Director and Member of the Management Control Committee | Standing Statutory Auditors of Pirelli & C S.p.A. Standing Statutory Auditors of Cogefa Partecipazioni S.r.l. |
| Roberto Franchini ^{(1)(#)} ^(##) | Chair of the Management Control Committee | None |
| Riccardo Secondo Carlo Motta ⁽¹⁾ ^(#) ^(##) | Director and Member of the Management Control Committee | None |

(*) *Was appointed Managing Director and CEO by the Board of Directors on 29 April 2025. He is the only executive director on the Board.*

(#) *Is enrolled on the Register of Statutory Auditors and has practiced as an auditor or been a member of the supervisory body of a limited company*

(##) *Meets the independence requirements (Article 13.4.3 of the Articles of Association, Corporate Governance Code, M.D. 169/2020 and Article 148, paragraph 3, of Legislative Decree 24 February 1998 no. 58 TUF)*

(1) *Is a representative of the Minority Slate*

The business address of each member of the Board of Directors is at the Issuer's registered office in Piazza San Carlo 156, 10121 Turin (Italy).

Conflicts of Interest

As at the date of this Base Prospectus and to Intesa Sanpaolo's knowledge, no member of the Board of Directors of Intesa Sanpaolo has potential conflicts of interest between their obligations arising out of their office or employment with the Bank or the Intesa Sanpaolo Group and any personal or other interests.

The Bank and its corporate bodies have adopted internal measures and procedures to guarantee compliance with the relevant regulation on board members' conflicts of interest.

Principal Shareholders

As of 30 October 2025, the shareholder structure of Intesa Sanpaolo was composed as follows (holders of shares exceeding 3% (*)):

| <u>Shareholder</u> | <u>Ordinary shares</u> | <u>% of ordinary shares</u> |
|---|------------------------|-----------------------------|
| Fondazione Compagnia di San Paolo | 1,153,947,304 | 6.627% |
| Fondazione Cariplo | 961,333,900 | 5.521% |

() Shareholders that are fund management companies may be exempted from disclosure up to the 5% threshold. BlackRock Inc. disclosed a 5.005% holding in the share capital of Intesa Sanpaolo, notified in Form 120 A dated 9 December 2020, as well as a 5.066% aggregate holding in the Bank's share capital, notified in Form 120 B dated 4 December 2020, and has not provided any update of these holdings following the subsequent changes in the number of shares into which the share capital of Intesa Sanpaolo is divided.*

Figures updated based on the results from the register of shareholders and the latest communications received.

The Italian regulations (Article 120 of the Financial Services Act) set forth that holdings exceeding 3% of the voting capital of a listed company should be communicated to both that company and CONSOB. Moreover, under Article 19 of the Consolidated Banking Act, prior authorisation by the Bank of Italy is required for the acquisition of holdings of capital in banks that are either significant or make it possible to exercise significant influence, or confer a share of voting rights or capital equal to at least 10%.

The Italian regulations also set forth the obligation to disclose any agreements between shareholders.

Furthermore, Article 120, paragraph 4-bis, of the Financial Services Act sets forth the obligation for investors who acquire holdings in listed issuers with Italy as home Member State, equal to or above 10% of the relevant capital or a lower threshold as defined by CONSOB, to declare the objectives they are pursuing.

Legal Proceedings

Disputes relating to anatocism and other current account and credit facility conditions, as well as usury

This type of dispute has for years made up a significant portion of the civil litigation brought against the Italian banking system. In 2024, disputes with possible or likely risk numbered around 3,000, with a remedy sought of €584 million, and show a gradual reduction in claims made compared to the previous year, both in number and in total value.

The number of disputes, including mediations, with likely risk was down at around 2,300. The remedy sought amounted to €445 million with provisions of €154 million. 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 ICRC (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 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 the Bank had implemented an "aggressive" policy aimed at acquiring the above-mentioned authorisation. As a result, the Authority issued a fine of €2 million against Intesa Sanpaolo.

The Bank appealed to the Regional Administrative Court of Lazio and, following the rejection of the appeal, appealed the decision to the Council of State, which, in a ruling of March 2024, rejected the appeal, upholding the fine. The judgment of the Council of State became final and rendered the penalty final.

Disputes relating to investment services

There was a total of around 656 disputes with likely risk relating to investment services. The total remedy sought amounted to around €379 million with provisions of €105 million, and the most significant subgroup was disputes concerning derivatives. 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. Approximately 19 disputes with a remedy sought of €98 million were initiated by "wiped out" shareholders and subordinated bondholders of the former "old banks" of Banca delle Marche, Banca Popolare dell'Etruria e del Lazio and Cassa di Risparmio della Provincia di Chieti (the "**Old Banks**"), deemed to be of possible risk. Those disputes are backed by the warranties and obligations to indemnify by the Seller (National Resolution Fund) for the benefit of the former UBI Banca, and now Intesa Sanpaolo, and therefore also cover any liabilities arising from the activities carried out by the Old Banks before they were subject to the resolution procedure, in relation to, *inter alia*, risks of a legal nature or generally related to ongoing or threatened disputes, or violations of the law and any potential liabilities.

Disputes regarding financial derivative instruments

With regard to derivative transactions, the legal risks linked to legal proceedings with local authorities, their subsidiaries and individuals continue to be subject to careful monitoring.

Specifically, 10 disputes are pending with local authorities, with possible or likely risk, for total claims of €25 million, and 3 disputes with subsidiaries of public entities, with total claims of €19 million. Disputes with individuals, assessed as having possible or likely risk, total 123, and of these, 37 positions also regard requests for refunds of amounts on other accounts held with the Bank. Net of those latter positions, the total value of the claims lodged in the proceedings regarding only derivatives amounts to €70 million. A summary of the most significant disputes with local authorities is provided below:

Municipality of Venice: the dispute regards a derivative contract governed by the ISDA, with remedy sought of €71 million. By ruling filed on 13 December 2023, the Court of Appeal – in a total reversal of the first instance ruling of the High Court of Justice of London, which had held that the Municipality did not have the capacity to enter into speculative derivative contracts involving debt – declared that the derivative contracts were valid, effective and binding on the Local Authority, stating in particular that they:

- (a) were not speculative in nature (similarly to the previous transaction that the municipality had carried out with Bear Stearns and which Intesa Sanpaolo took over on a pro rata basis with Dexia); and
- (b) could not be equated to debt transactions in breach of the limits set in Article 119 of the Constitution. As a result, the Local Authority was ordered to pay the outstanding differentials, to reimburse the amount paid for the legal expenses of the Municipality, and to cover the legal defence costs of the banks for both instances of proceedings. Against this last ruling, the Local Authority filed a Permission to Appeal which was rejected by the Supreme Court by final judgment. With regard to the second lawsuit with the Municipality before the Court of Venice, concerning alleged breaches of the mandate and investment service agreements, the examining magistrate ordered a technical expert's report. In the meantime, following extensive negotiations, a settlement agreement was reached with the Municipality of Venice on 23 January 2025 to settle the mutual claims.

Municipality of Turin: in July 2024, the Municipality of Turin filed a civil action before the Court of Turin to challenge the derivative contract entered into in 2007 (2007 swap) governed by an ISDA agreement of 2004, subject to English jurisdiction and law. The contract was signed to renegotiate previous transactions carried out in 2003 and 2006, as part of the Entity's debt restructuring, an initiative in which other banks have also participated over the years. The Municipality has made two claims: – as the main claim demand, for compensation for damages due to contractual breach related to an advisory agreement for the management of the Entity's debt of December 2003 and for pre-contractual liability concerning the preliminary phase leading to the signing of the derivatives agreements; – in the alternative, demand the nullity of the 2007 swap, on the one hand, due to the lack of indication in the MtM contracts of its calculation formula and the probability scenarios and, on the other, due to the failure to comply with the requirements established by the specific applicable regulations regarding the use of these financial instruments by Public Entities. The main claim is quantified at around €27 million. The Bank entered an

appearance on 6 December 2024 rejecting all the Municipality's claims. At the hearing of 18 December 2024, the judge ordered the conversion of the court proceedings from simplified to ordinary. During the half year, the parties commenced negotiations to settle the dispute, reaching an agreement that was formalised in July.

With regard to the disputes with companies controlled by Public Entities, the following changes occurred during the year:

- (a) in the proceedings brought by EUR S.p.A. concerning ISDA derivatives entered into in connection with a syndicated loan granted by Intesa Sanpaolo and other intermediaries, on 21 April 2023, the Court of Rome filed its ruling declaring the lack of jurisdiction of the Italian Court in favour of the English Court, with each party paying its own legal fees. The other party appealed the judgment before the Rome Court of Appeal. A settlement agreement with EUR was finalised in January 2025, with full settlement of the dispute between the parties.

Disputes regarding Euribor Manipulation

By two decisions, in 2013 and 2016, the European Commission Antitrust established the existence of a cartel between a number of European banking groups (Barclays, Deutsche Bank, Société Générale, The Royal Bank of Scotland, Crédit Agricole, HSBC and JPMorgan Chase) in the period between 29 September 2005 and 30 May 2008 aimed at manipulating Euribor. In Italy, a dispute has arisen in which customers – in addition to making general claims concerning loan agreement – claim the nullity of the Euribor indexation clause included in the contracts, even where, as in the case of Intesa Sanpaolo, the lending bank did not participate in the cartel. To date, this phenomenon has had a limited impact in terms of volume; the lower courts have mainly ruled in the Banks' favour. In July 2024, in the context of a dispute brought against a credit intermediary, the matter was referred to the Joint Divisions to resolve the conflict that had emerged between the First and Third Divisions of the Court on the perimeter of the contracts potentially affected by the cartel ("downstream contracts") and on the potential remedies available to clients to challenge their validity. In his conclusions in the proceedings before the Joint Divisions, the Public Prosecutor's office requested the rejection of the clients' claim, noting the absence of an objective connection between the cartel and the "downstream" mortgage loan contracts at issue in the dispute. In the first quarter of 2025, as part of a dispute brought against Intesa Sanpaolo on a securitised bad loan deriving from a mortgage loan contract, the Cagliari Court of Appeal made a reference for a preliminary ruling to the European Court of Justice (CJEU) to verify the possible impact of Euribor manipulations on "downstream" contracts concluded between banks and their clients. The questions put to the Court were: – whether the evidence of manipulation established by the European Commission is binding on national courts; and – whether the anti-competitive cartel constitutes a prohibited agreement solely in the derivatives market (where it took place) or in any market which used the manipulated Euribor benchmark, such as the mortgage loan market. In the light of the reference for a preliminary ruling made by the Court of Cagliari, the Joint Divisions of the Court of Cassation decided to handle the action brought against another intermediary as a new case. As part of the proceedings before the CJEU, the Bank submitted its written observations during the first half of the year. At the beginning of August 2025, the Registry of the CJEU notified the filing of the European Commission's observations and those of the other parties. No European State submitted observations. In its observations, the Commission noted that, in the context of European Union law, evidence of Euribor manipulation can only be considered established in respect of legal relationships arising within the markets covered by the 2013 and 2016 decisions (derivatives – EIRD).

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

By orders issued between June and August 2025, the First Division of the Court of Cassation, upholding the Bank's arguments, ruled favourably in the disputes concerning cases pending as at the date of the transfer (26 June 2017) and involving relationships terminated at that date and non-performing loans, ruling that those disputes come under the "Excluded Disputes", for which Intesa Sanpaolo bears no liability and lacks capacity to be sued. During the same period, through a further three orders, the Court of Cassation confirmed that the Bank bears no liability and lacks capacity to be sued with regard to disputes concerning the mis-selling of shares/subordinated bonds carried out by the two Veneto Parent Banks. However, the First Division of the Court of Cassation ruled unfavourably in two cases concerning so-called "linked transactions" brought against Intesa Sanpaolo seeking a declaration of non-existence of the credit

transferred to the Bank and relating to the loan “used” to subscribe/purchase shares of the Veneto Banks. The Court adopted an exclusively literal and partial interpretation of certain provisions of Decree Law no. 99/2017, failing to consider the wider legislative and contractual framework, including EU law. Intesa Sanpaolo will continue to assert its lack of capacity to be sued in these disputes.

Reference for a preliminary ruling to the Court of Cassation on the legitimacy of the fixed instalment repayment plan

On 29 May 2024 the Joint Divisions of the Court of Cassation (by ruling no. 15130) ruled on an important issue for banking operations: specifically, whether the failure to indicate in a fixed-rate mortgage loan agreement the fixed instalment repayment method (called French amortization method) and the compound capitalisation regime makes the purpose of the contract vague or impossible to determine. The Joint Divisions set out the following approach to interpretation, also applicable beyond the case submitted to their examination (as per the role as guarantor of the uniform interpretation of the law): “Regarding fixed-rate bank mortgages with repayment of the loan in instalments governed by a standardised, traditional repayment plan, the failure to indicate the repayment method and compound capitalization of debt interest regime cannot give rise to partial nullity of the contract, either due to vagueness of or the inability to determine the purpose of the contract, or due to breach of the regulations on transparency of contractual conditions and relations between credit institutions and their customers”. This ruling will make it possible to significantly limit the risk of proliferation of disputes regarding objections to fixed instalment repayment methods. The Court of Cassation issued a further ruling on the matter by Order no. 7382 of 19 March 2025. It found that the principles upheld by the Joint Divisions in their judgment of May 2024 with regard to fixed-rate mortgage loans should also be extended to floating-rate mortgage loans having an annexed amortisation plan.

Dispute relating to loans in CHF to the Croatian subsidiary Privredna Banka Zagreb Dd

As highlighted in the previous financial statements, Potrošač – the Croatian Union of the Consumer Protection Association – had brought proceedings against the subsidiary Privredna Banka Zagreb (“PBZ”) and other Croatian banks, which had engaged in an unfair practice by allegedly using unfair contractual provisions at variable interest rates, which could be changed unilaterally by the bank and by denominating the loans granted in Swiss francs (or indexing them to Swiss francs) without allegedly appropriately informing consumers of the risks prior to entering into the respective loan agreements.

The relevant contractual provisions were declared invalid. Numerous individual proceedings have been brought by customers 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 – the “**Conversion Law**”).

In March 2020, the Croatian Supreme Court, within model case proceedings (Supreme Court proceedings with obligatory effect on lower instance courts with the aim of unifying/harmonising case law), ruled that the conversion agreements concluded between banks and borrowers under the Conversion Law of 2015 produce legal effects and are valid even in the case when the provisions of the underlying loan agreements on variable interest rate and CHF currency clause are null and void.

In May 2022, the EU Court of Justice, in proceedings regarding reference for a preliminary ruling involving another intermediary, established that the Court of Justice has jurisdiction over the conversion agreements concluded under the Conversion Law, as they occurred after Croatia joined the European Union, and that the EU Directive on unfair terms in consumer contracts does not apply to those conversion agreements, whose content reproduces provisions of national law.

On 20 December 2022, the Civil Law Department of the Croatian Supreme Court provided an interpretation of the legal effects of the agreements for the conversion of loan agreements from CHF to EUR and on consumers' rights according to which consumers that entered into a conversion agreement pursuant to the aforementioned Conversion Law of 2015 have the right to receive legal interest on excess amounts paid that the bank calculated on converting the loans, from the date of each single payment up to the date of conversion. This interpretation has not yet been recorded by the Court Practice Records Department and is therefore not binding at the present time.

The limitation period for bringing individual proceedings on the invalidity of the currency clause expired in June 2023. In the following period, summonses filed before the above-mentioned deadline were served

and the number of new cases progressively decreased significantly. At the end of 2024, the total pending cases amounted to a few thousand. The development of the case law is being constantly monitored.

Dispute with the foreign subsidiary Banca Intesa Beograd (Serbia)

The following areas of mass disputes that have impacted the entire Serbian banking system are shown below.

1. Processing fees

Legal dispute regarding processing fees applied by banks at the time of disbursing loans. The claimants, individuals and legal persons are requesting the repayment of those charges, as they are deemed as not owed. The first claims arose in 2017, and a significant increase in lawsuits was recorded in the following years, though for modest amounts on average. At the end of 2024, Banca Intesa Beograd had been summoned in around 11,000 lawsuits deemed as having possible or probable risk (at the end of 2023, these amounted to around 15,200); the related total amounts of principal requested to be repaid by Banca Intesa Beograd came to around €0.7 million. In September 2021, the Supreme Court of Serbia recognised the legitimacy of the costs and fees applied to loans at the time of their disbursement, provided they are indicated in the contract proposal.

In 2024 there was a further significant reduction in the flow of new disputes. Most of the lawsuits closed during the year were either won by Banca Intesa Beograd or abandoned by the plaintiffs.

2. NKOSK

Legal dispute relating to real estate loans insured through the National Housing Loan Insurance Corporation ("**NKOSK**"), whose premium is paid by the borrowers. The borrowers deem that, as Banca Intesa Beograd is the beneficiary of the insurance, the premium should be paid by Banca Intesa Beograd.

In September 2021, the Supreme Court of Serbia recognised the legitimacy of requiring the insurance premium to be paid by the borrowers, provided that the obligation is clearly described to the borrowers during precontractual procedures

At the end of 2024, Banca Intesa Beograd had been summoned in around 1,000 lawsuits deemed as having possible or probable risk (at the end of 2023, these amounted to around 1,155); the related total amounts of principal requested to be repaid by the Banca Intesa Beograd came to around €1 million. Most of the disputes closed during 2024 were either won by the Banca Intesa Beograd or abandoned by the plaintiffs.

Transfer of business lines to Isybank-Italian Antitrust Authority proceedings, representative action of the consumer association "Associazione Movimento Consumatori" and Italian Personal Data Protection Authority proceedings

In November 2023, the Italian Antitrust Authority, "*Autorità Garante della Concorrenza e del Mercato*" ("**AGCM**") announced the initiation of proceedings against Intesa Sanpaolo and Isybank aimed at verifying the existence of an unfair commercial practice regarding the transfer of relationships of around 2.4 million "predominantly digital" customers from Intesa Sanpaolo to Isybank as part of a transfer of business lines, with the accompanying unilateral amendment of the transferred contracts. The transfer of the first business line had already been made on 16 October 2023, while the transfer of the second business line was scheduled for 18 March 2024.

Again in November 2023, the AGCM ordered the suspension, on a precautionary basis, of the commercial practice considered unfair.

In December 2023, Intesa Sanpaolo and Isybank filed a report containing the measures envisaged to comply with the precautionary measure and submitted a proposal of commitments to the AGCM, which detailed what they had already outlined in the report of compliance with the precautionary measure, for the purpose of reaching a positive conclusion of the proceedings.

This proposal of commitments was supplemented in March 2024 with further measures in favour of the customers concerned.

By way of an order dated 11 June 2024, the AGCM accepted the commitments proposed by the two Banks, rendering them binding. The proceedings concluded, thus, without imposing a fine.

Also, with regard to the transfer of business lines, the consumer association "Associazione Movimento Consumatori" brought a representative action against Intesa Sanpaolo and Isybank (with a petition served in January 2024) before the Court of Turin for alleged "violations of the collective interests of consumers".

The association asked the Court to prohibit the use of the new clauses in the transferred contracts, without the consent of the consumers, and the prohibition of the repetition of the unlawful conduct, as well as the adoption of appropriate measures to eliminate or reduce the effects of the violations if the unlawful conduct is confirmed.

Intesa Sanpaolo and Isybank filed their defence briefs, contesting the arguments of the Associazione Movimento Consumatori and requesting the rejection of the claims in consideration of the measures taken in the meantime in favour of the customers within the AGCM proceedings. On 27 May 2024, both Intesa Sanpaolo and Isybank as well as the consumer association entered into a settlement agreement which settled the dispute. After the parties filed with the Court the documents relating to the out-of-court settlement, at the hearing of 31 May 2024 the Court discontinued the proceedings.

By order of 3 January 2025, the Italian Personal Data Protection Authority – after having carried out a preliminary investigation in the context of which it had made a number of requests for information to the Bank, which were duly fulfilled – informed Intesa Sanpaolo that its conduct in the context of the transfer of the business lines to Isybank was in breach of certain provisions of the General Data Protection Regulation (GDPR), with regard to the identification of the legal basis for the processing of data aimed at identifying the “mainly digital” customers included in the branches being contributed and to the information provided to such customers. With the same measure, the Authority announced the start of a procedure for the adoption of corrective measures and – if deemed applicable – the administrative penalties provided for by the GDPR. On 3 March 2025, the Bank filed its defence briefs with the Data Protection Authority.

Unauthorised access to personal data – current judicial and administrative proceedings

In July 2024, the Bank notified the Italian Personal Data Protection Authority of certain accesses to customer data by an employee apparently not justified by service reasons and detected by the Bank’s alert systems. As a result of the investigations carried out, the employee was first suspended from duty and then dismissed for cause. The Bank also lodged a complaint with the Public Prosecutor’s Office at the Court of Bari against the former employee for unauthorised access to a computer system. In the criminal proceedings against the former employee, the Bank, in addition to being the plaintiff and injured party, is under investigation as an entity pursuant to Legislative Decree no. 231/2001, even though, as things stand, the acts attributed to the former employee appear to have been committed to the detriment of the Bank and not to its benefit. The Bank received a number of requests for information and documents from the Public Prosecutor’s Office, to which it responded providing full cooperation. The Bank notified the customers whose data was accessed by the former employee of the data breach where such access could not be attributed with certainty to service needs, as required by the Italian Personal Data Protection Authority by measure of 2 November 2024. By order of 27 May 2025, the Authority, having concluded the preliminary investigation, notified the Bank of the breaches of GDPR that it considers to have been committed in connection with the matter and communicated the start of a procedure for the adoption of corrective measures and, if deemed applicable, of the administrative penalties provided for by the GDPR. In its order, the Authority also acknowledged that the Bank duly complied with the requirements set out in the order of 2 November 2024. The Bank submitted its defence briefs on 10 July 2025.

Italian Antitrust Authority proceedings against Intesa Sanpaolo RBM Salute (now Intesa Sanpaolo Protezione)

In November 2020, the AGCM had initiated proceedings against ISP RBM for unfair business practices, which concluded in July 2021 with a fine of €5 million and a warning to cease the unfair practice. ISP RBM appealed the AGCM’s decision before the Lazio Regional Administrative Court, which, in November 2022, after having considered the complaint made regarding the lateness of the Authority’s intervention to be valid, upheld the appeal and annulled the penalty measure in full. The AGCM appealed the judgment of the

Regional Administrative Court before the Council of State, which suspended the judgment in January 2024, pending the ruling of the Court of Justice of the European Union on a number of preliminary questions relevant to the judgment. Following the Lazio Regional Administrative Court's judgment, the Italian Antitrust Authority issued an order of "no grounds for further action" in the non-compliance proceedings, which it had initiated on the grounds that ISP RBM was not complying with the warning contained in the penalty measure. However, the Authority has reserved the right to defer any decisions until the outcome of the proceedings before the Council of State. In its judgments of 30 January 2025, the Court of Justice of the European Union issued its preliminary ruling, where it held that the peremptory 90-day time limit, under Law no. 689/1981, by which the Authority must notify the company concerned of the proceedings against it, is incompatible with EU consumer law. The breach of said time limit was one of the grounds for the Lazio Regional Administrative Court's decision to annul the AGCM's measure. On 28 February 2025, the AGCM filed a petition for the resumption of the suspended case before the Council of State, which set the hearing for 25 September 2025. By order dated 21 October 2025, the Council of State again suspended the proceedings pending the ruling of the Court of Justice of the European Union on two preliminary questions raised within other cases, both relating to the 90-day time limit established by Law no. 689/1981.

In May 2023, the AGCM initiated new proceedings against ISP RBM for alleged unfair business practices, purported to have been adopted from January 2023, aimed at hindering the exercise of consumers' rights arising from the contractual relationship, leading them to give up financial and welfare benefits provided by the insurance coverage held by them.

In its communication dated 15 February 2024, the Authority issued its conclusions on the preliminary findings, based on which it upheld the claims made in the decision to initiate proceedings and also considered that the unfair business practice was still ongoing.

ISP RBM submitted a defence brief, in which it highlighted, among other things, the strategic and operational measures it had already taken prior to the commencement of the proceedings and the further improvements these measures had brought to the service levels provided to the policyholders.

With order dated 20 May 2024, the AGCM ruled that ISP RBM's conduct constituted an ongoing unfair business practice, prohibiting its dissemination or continuation, and imposing an administrative fine of €2.5 million.

On 19 July 2024, ISP RBM submitted an appeal to the Lazio Regional Administrative Court, requesting the annulment of the administrative fine. The case is still pending.

On 2 August 2024, ISP RBM submitted the plan to the AGCM for complying with the ban on continuing the prohibited conduct.

On 22 October 2024, the Authority informed ISP RBM that it had acknowledged the documentation submitted regarding the measures adopted as compliance.

Disputes linked to Group acquisitions/integrations – former UBI Good Banks

In execution of the Share Purchase Agreement ("SPA") on 18 January 2017 and the Closing on 10 May 2017, UBI Banca acquired from the National Resolution Fund managed by the Bank of Italy (NRF), "Nuova Banca Marche", "Nuova Banca Etruria" and "Nuova Carichieti" (the "**Target Bridge Institutions**" or "**Bridge Institutions**" or "**Good Banks**"). Subsequently, those Bridge Institutions were incorporated into UBI Banca. Following the incorporation of UBI Banca, Intesa Sanpaolo took over the management of the "Good Banks dispute", namely all the disputes regarding events or acts that occurred prior to 10 May 2017 and referring to the operations of the Old Banks or the Good Banks, which were then acquired by UBI Banca. Those disputes are backed by the warranties and obligations to indemnify by the Seller (NRF) for the benefit of UBI Banca in relation to the acquisition of the New Banks deriving from the resolution of Banca delle Marche, Banca Popolare dell'Etruria e del Lazio and Cassa di Risparmio della Provincia di Chieti and therefore also cover any liabilities arising from the activities carried out by the Old Banks before they were subject to the resolution procedure, in relation to, *inter alia*, risks of a legal nature or generally related to ongoing or threatened disputes, or violations of the law and any potential liabilities.

On 27 May 2024, as part of wider negotiations, Intesa Sanpaolo and the Bank of Italy entered into an Agreement to simplify the management of the pending Good Banks dispute in particular from an administrative point of view, also with regard to the management of disputes that have already been settled

in court, but not yet indemnified, and to limit the guarantees (General Cap) with regard to a scope of pending disputes that has been accurately identified.

With regard to the development of the case law on the mis-selling of shares and subordinated bonds of the banks undergoing resolution, by favourable ruling no. 22115 of 5 August 2024 in the Fox Petroli case, the First Division of the Court of Cassation held that Intesa Sanpaolo lacked the capacity to be sued, confirming that the claims made relate to liabilities not transferred to the Bridge Institutions, but remained with the Old Banks under resolution.

Isoldi Holding Bankruptcy

The Isoldi Holding Bankruptcy receiver sued the former UBI Banca (which absorbed Nuova Banca Etruria and Centrobanca), Intesa Sanpaolo and five other banks in June 2020, before the Court of Bologna, claiming that they were liable, jointly and severally with the management body of Isoldi Holding, for a series of acts of diversion of assets that are claimed to have contributed to the company's artificial survival in the period June 2011 – June 2013, due to conduct claimed to have been implemented by preparing a turnaround plan pursuant to Article 67, para. 3, letter d) of the Bankruptcy Law based on unlawful acts and a connected agreement governing the disbursement of new finance, acts that are argued to have artificially deferred the company's crisis and concealed the irreversibility of its default.

The Isoldi Bankruptcy Receiver also formulated a joint claim against Intesa Sanpaolo (prior to the incorporation of UBI Banca) and MPS, claiming their liability, jointly with the Sole Director of Isoldi Holding, for allegedly unlawful conduct connected with the bail-in of Aedes, in which Isoldi Holding was interested in taking over the majority shareholding.

Intesa Sanpaolo and the former UBI Banca filed regular appearances and the assigned Court, with order dated 1 July 2021, declared that it lacked jurisdiction. The opposing party resumed the proceedings, submitting the same claims before the Court of Turin and the Bank duly filed an appearance.

In the meantime, a third company filed an application for a bankruptcy arrangement, which was then endorsed. The case was adjourned to the beginning of 2024 for the performance of an expert assessment ordered by the court, which was made available in September 2024. Having assessed the findings of the court-appointed expert's report, Intesa Sanpaolo settled the lawsuit by means of a settlement finalised in December 2024 and implemented in January 2025.

Società Italiana per le Condotte d'Acqua S.p.A. under Extraordinary Administration

By claim form and particulars of claim of 23 December 2022, Società Italiana per le Condotte d'Acqua S.p.A. (hereinafter, "**Condotte**", admitted to the "Marzano" procedure by way of Italian Ministerial Decree of 6 August 2018) requested the Court of Rome to order compensation for damages in the amount of €389.3 million (or a different amount that will arise during the proceedings), in addition to monetary revaluation, legal interest and expenses. The claim has been filed, jointly, against Intesa Sanpaolo (also as the merging company of Mediocredito Italiano, Banca IMI and UBI Banca, as well as "the purchaser of" Veneto Banca and Banca Popolare di Vicenza), the members of the Management Board and the Supervisory Board of Condotte and numerous other banks and factoring companies. The claim is based on the alleged conduct engaged in for various reasons by the defendants, considered a source of harm to the company's assets and its creditors. Specifically, the banks and factoring companies are allegedly liable for having unlawfully granted to and/or maintained credit for Condotte, thereby contributing to the continuation of its business at a loss and the worsening of its default.

The court case, which was interrupted at the first hearing due to the death of the counsel for one of the defendants, was resumed by the Procedure, and at the last hearing in April 2024, the Court ordered an adjournment to 2025, authorising the summonses requested by the defendants.

As things stand, it is not possible to estimate the risk attributable to Intesa Sanpaolo, also taking account of the different conduct claimed against the numerous defendants. Condotte has also promoted against Intesa Sanpaolo three bankruptcy revocatory actions before the Court of Rome, with a request to reimburse amounts of around €16 million, two of which were settled through favourable settlement agreements. In relation to the remaining revocatory action, still pending, concerning a claim of around €3 million, the Bank raised an objection of invalidity due to the vagueness of the adverse claim.

Nuova Casar

A legal action was brought before the Court of Naples in 2002 against the Bank to obtain payment of around €7.2 million plus interest by Nuova Casar, in its capacity as the transferee of the credit from a mortgage loan of €11.3 million from 1991 provided by Sanpaolo di Torino to Finedilturistica (which became insolvent in 1997), with the credit secured by a mortgage and an independent guarantee issued by Banco di Napoli (now Intesa Sanpaolo) and two other banks, each covering up to 25%. At first instance, the case ended in 2013 with the rejection of Nuova Casar's claim, on the grounds that the guarantee issued by Banco di Napoli was null and void due to the invalidity of the loan granted by Sanpaolo di Torino. The decision was appealed by the counterparty before the Naples Court of Appeal, which in 2023 referred the case back for a technical accounting appraisal, following which negotiations for a settlement commenced and were concluded in the first ten days of October 2024.

Fondazione Cassa Risparmio di Pesaro

In 2018, the Fondazione Cassa di Risparmio di Pesaro (the "**Pesaro Foundation**") brought a compensation claim before the Court of Milan against the former UBI Banca (as the alleged successor to the issuer Banca delle Marche S.p.A.²⁶) and PwC (the independent auditors that certified the financial statements and the figures presented in the prospectus relating to the 2012 capital increase of Banca delle Marche S.p.A.) alleging that the defendants published data and information regarding the financial performance and the income outlooks of Banca delle Marche S.p.A. that later proved to be totally incorrect and misleading. This information, contained in the financial statements as at 31 December 2010 and 30 June 2011 and included in the above-mentioned prospectus, is claimed to have led the Foundation to subscribe for the bank's shares issued as part of the capital increase in March 2012. The value of these shares then fell to zero, resulting in a loss quantified by the opposing party at around €52 million.

During the trial the Bank of Italy joined the suit, upholding the lack of capacity to be sued invoked by UBI Banca, by virtue of the provisions of Legislative Decree 180/2015 governing the resolution procedure for Banca delle Marche.

The Court of Milan, in a ruling published in May 2023, having ascertained and declared the lack of capacity to be sued of Intesa Sanpaolo, as the company that absorbed UBI Banca, rejected the Pesaro Foundation's claim and ordered that each party pay its own legal fees.

The Pesaro Foundation appealed the first instance ruling before the Court of Appeal of Milan and the first hearing has been set for October 2025.

Fondazione Cassa di Risparmio di Jesi

In January 2016, Fondazione Cassa di Risparmio di Jesi (the "**Jesi Foundation**") brought a compensation claim before the Court of Ancona against UBI Banca (as the alleged successor to the issuer Banca delle Marche S.p.A.²⁷) and PwC (the independent auditors that certified the financial statements and the figures presented in the prospectus relating to the 2012 capital increase of Banca delle Marche S.p.A.) alleging that the defendants published data and information regarding the financial performance and the income outlooks of Banca delle Marche S.p.A. that later proved to be totally incorrect and misleading. This information, contained in the financial statements as at 31 December 2010 and 30 June 2011 and included in the above-mentioned prospectus, is claimed to have led the Foundation to subscribe for the bank's shares issued as part of the capital increase in March 2012. The value of these shares then fell to zero, resulting in a loss quantified at around €25 million by the opposing party.

During the trial the Bank of Italy joined the suit, upholding the lack of capacity to be sued invoked by the former UBI Banca, by virtue of the provisions of Legislative Decree 180/2015 governing the resolution procedure for Banca delle Marche.

²⁶ Note that this dispute is backed by the warranties and obligations to indemnify by the Seller (National Resolution Fund) for the benefit of the former UBI Banca in relation to the acquisition of the New Banks deriving from the resolution of Banca delle Marche, Banca Popolare dell'Etruria e del Lazio and Cassa di Risparmio della Provincia di Chieti and therefore also cover any liabilities arising from the activities carried out by the Old Banks before they were subject to the resolution procedure, in relation to, *inter alia*, risks of a legal nature or generally related to ongoing or threatened disputes, or violations of the law and any potential liabilities.

²⁷ See the previous note.

By judgment rendered on 18 March 2020, the Court of Ancona granted the objection of lack of capacity to be sued raised by the bank, rejecting the Jesi Foundation's claims lodged. In the appeal brought by the Jesi Foundation, the Court of Appeal of Ancona, by judgment filed on 17 July 2023, rejected the appeal and upheld the first instance judgment, ordering the appellant to pay the costs of the proceedings to Intesa Sanpaolo, as the absorbing company of UBI Banca. The Jesi Foundation challenged the second instance ruling before the Court of Cassation with an appeal submitted in February 2024. Intesa Sanpaolo and the Bank of Italy promptly filed a counter-appeal ; the hearing in chambers is still to be scheduled.

Azzurro 2000 S.a.s. di Tilli Renzo & C.

In 2004, the company Azzurro 2000 brought a compensation claim before the Court of Santa Maria Capua Vetere (Caserta Divisional Section) against the former Sanpaolo Banco di Napoli for alleged unlawful reporting to the Central Credit Register, quantifying the claim at around €50 million. The plaintiff's claim was rejected at both first and second instance. Against the appeal ruling, the plaintiff filed (i) an appeal before the Court of Cassation and (ii) a revocation proceeding before the same Court of Appeal. The latter declared the request for revocation inadmissible and the plaintiff filed a further appeal before the Court of Cassation against this second ruling of the Court of Appeal. The Supreme Court combined the two cases and upheld the first appeal, basing solely on one of the grounds of appeal, overturning the decision and referring the case back to the Naples Court of Appeal, and declared the request for revocation inadmissible. The plaintiff then resumed the action and the Bank appeared before the Court. The hearing was scheduled in 2026 to refer the lawsuit to judgement.

Azienda Agricola Turelli S.S. Soc. Agricola

In 2017, as part of an objection to an order to pay obtained by Intesa Sanpaolo to recover its credit, Azienda Agricola Turelli S.S. and its members Attilio and Laura Turelli filed a counterclaim for compensation for damages quantified at a total of around €20 million, for alleged breach of the obligations of good faith and contractual fairness.

In August 2023, the Court of Brescia rejected the objection and the claim for compensation for damages, ordering the opponents to pay the legal fees to Intesa Sanpaolo. In the meantime, the credit covered by the order to pay was subject to two subsequent assignments.

In February 2024 the opponents lodged an appeal against the first instance ruling, with an initial hearing in September 2024.

The Bank has lodged an appearance in the proceedings. The following parties also appeared:

- (a) the second assignee, which also requested that Intesa Sanpaolo and/or the first assignee (its assignor) be ordered to return the price paid to purchase the credit, or to compensate for the (not specifically quantified) damages, as well as to hold it harmless and/or indemnified from any claim for reimbursement/compensation that may be recognised against the appellant, though it had not concluded any contracts with the Bank;
- (b) the first assignee of the credit; and
- (c) the member Chiara Turelli "ad adiuvandum". The Court adjourned the case to January 2026 for the continuation of proceedings.

Auditors Italiana S.r.l. in compulsory administrative liquidation

In October 2023, the fiduciary and audit company Auditors Italiana S.r.l. in compulsory administrative liquidation brought a compensation claim against Intesa Sanpaolo (as the absorbing company of UBI Banca, which had previously acquired Nuova Banca dell'Etruria e del Lazio²⁸) before the Court of Rome for alleged damages of over €32 million. According to the reconstruction by the plaintiff, those damages arose from wrongdoings committed by the former Banca Popolare dell'Etruria e del Lazio in relation to a current account in its name, which facilitated the diversion of sums to the detriment of the trustees and of the company, leading to its financial distress and consequent compulsory administrative liquidation.

²⁸ See the previous note.

The Bank filed an appearance in the proceedings, preliminarily asserting (i) its lack of capacity to be sued and (ii) the expiry of the limitation period, in addition to submitting a series of defence arguments on the merits. At the first hearing in March 2024, the judge appointed an expert to perform a technical assessment. The deadline for filing of the expert's report was July 2025 and the hearing for issue of the Court's decision is set for December 2025.

Armonia SPV S.r.l.

At the end of May 2024, Armonia SPV S.r.l. issued a formal notice claiming damages of around €98 million, plus arrears interest, additional damages and costs, alleging the non-existence of certain receivables purchased from UBI Factor (now Intesa Sanpaolo), which were subject to legal proceedings at the time of the 2019 sale. The Bank responded to the notice by sending a communication rejecting the claims in full, and to date, no responses have been received.

SIM Bankruptcy

By claim form and particulars of claim served in October 2022, the receiver to SIM S.p.A. summoned Intesa Sanpaolo (along with seven other banks) before the Court of Catania, with the first hearing scheduled for 31 March 2023.

This is a compensation claim brought for damages allegedly suffered by the company and its creditors due to conduct by the banks defined by the opposing party as "unlawful", which allegedly resulted in the unlawful granting of credit.

The claim for damages has been quantified at around €47 million, requesting that the defendant banks be jointly ruled against.

The Bank argued in Court lack of legal standing of the receiver and expiry of the limitation period, among other things, in addition to contesting the factual and legal grounds of the opposing party's claims, with a series of defence arguments on the merits. The President of the Court did not consider that the conditions had been met for the joinder of the action with another action brought by the receiver pursuant to Article 146 of the Bankruptcy Law against the directors of the bankrupt company SIM S.p.A..

The Judge therefore ordered the continuation of the proceedings.

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 amount of over €130 million. 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 2017, the AGCM instituted proceedings for alleged conduct in breach of the provisions on unfair business practices against the companies that sold diamonds (DPI and another company) and the banks that recommended the services of those companies. At the end of those proceedings, the AGCM issued penalties as a result of verifying that the alleged conduct of DPI and the banks breached the Consumer Code.

The Authority issued a fine of €3 million against Intesa Sanpaolo, reduced from the initial fine of €3.5 million, after the Authority had recognised the value of the measures taken by the Bank since 2016 to strengthen the controls on the offering process. Intesa Sanpaolo appealed to the Regional Administrative Court of Lazio and, following the rejection of the appeal, appealed the decision before the Council of State,

which, in a ruling of March 2024, rejected the appeal, upholding the fine. The judgment of the Council of State became final and rendered the penalty final.

From November 2017, the Bank:

- (a) terminated the partnership agreement with Diamond Private Investment (DPI) and ceased the activity, which had already been suspended in October 2017;
- (b) 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; and
- (c) 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.

Only a few dozen requests were received during 2024, showing that the phenomenon had essentially died out. 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 October 2019, the notice of conclusion of the investigation was served, which stated that two of the Bank's operators were being investigated for alleged aggravated fraud (in collusion with other parties to be identified) and other persons were being identified for allegations of self-laundering, while Intesa Sanpaolo was being charged with the administrative offence pursuant to Italian Legislative Decree 231/2001 in relation to this latter predicate offence.

In January 2023, within the criminal proceedings pending before the Court of Milan, the filing was confirmed of the request to dismiss the case against the two relationship managers under investigation, on the grounds of "the act not constituting an offence". The request for dismissal was also made in respect of two other employees, on the grounds of "not having committed the act", as no evidence against them had emerged during the investigation. With ruling dated 9 April 2024, the Preliminary Investigation Judge ordered the dismissal of the case against the two Intesa Sanpaolo relationship managers under investigation, on the grounds of "the act not constituting an offence", thus rendering the proceedings fully closed.

Private banker (Sanpaolo Invest SIM, incorporated into its parent company Fideuram – Intesa Sanpaolo Private Banking S.p.A.)

An inspection conducted by the audit function identified serious irregularities by a private banker of the former Sanpaolo Invest SIM. 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 agreement with the private banker and reported the findings to the Public Prosecutor's Office of Parma and the Supervisory Authority for financial advisors, which first suspended and then removed the private banker from the Register of Financial Advisors in December 2019.

Following the unlawful actions, the company received a total of 279 compensation claims (including complaints, mediation proceedings and lawsuits), for a total amount of approximately €62.9 million, mostly based on alleged embezzlement, losses due to disavowed transactions in financial instruments, false account statements and the debiting of fees relating to advisory service. To date 24 compensation claims are pending, including 18 in court and 6 out-of-court claims, with a current value of approximately €10 million.

The total amount of €9.6 million was recovered from the improperly credited customers (and already returned to the customers harmed) and there are currently attachment orders relating to those customers, for around €1 million.

The criminal proceedings against the former private banker for fraud, embezzlement and theft aggravated by fraudulent means and abuse of function ended with a plea bargain judgment on 4 April 2024. The private banker was sentenced to four years' imprisonment and a fine of €100,000. Due to the procedure chosen, the civil liability case against Fideuram-Intesa Sanpaolo Private Banking S.p.A. ("**Fideuram-ISPB**") was dropped. Three civil actions for recovery were brought against private bankers, which ended with: judgment of 2 May 2023, whereby the Court of Parma ordered the private banker to pay Fideuram-ISPB the total

amount of €175,000 plus legal expenses (recovery of receivables connected to the agency contract); judgment of 23 July 2024, whereby the Court of Parma ordered the private banker to pay to Fideuram-ISPB the total amount of €1.5 million plus legal expenses (labour lawsuit for the recovery of further receivables connected to the agency contract); and an order to pay by which the Court of Parma ordered the private banker to pay Fideuram-ISPB €604,000 plus interest. The private banker filed an appeal against the order to pay, which is currently pending. In response to the initiatives on the merits described above, Fideuram-ISPB took enforcement action through: precautionary attachment converted into foreclosure, as a result of which Fideuram-ISPB collected approximately €85,000 from various foreclosed third parties; registration of a judicial mortgage on the property co-owned by the private banker; and a further four foreclosures (of movable property, from third parties and company shares) that were unsuccessful.

Adequate provisions have been set aside for the risks associated with the unlawful conduct discussed above, mainly for the damages verified relating to compensation claims and pending lawsuits.

Litigation against Fideuram-ISPB concerning investment transactions

In October 2022, Fideuram – ISPB was summoned before the Court of Naples with a request for: (i) a declaration of the alleged invalidity of the current account and investment services master agreement entered into by the plaintiff with Fideuram-ISPB, the consequent invalidity of all the investment transactions carried out and the alleged contractual and non-contractual liability of the Bank, and, as a result, (ii) an order for the Bank to pay compensation for the alleged damages suffered totalling around €29 million.

The Bank duly filed an appearance, contesting the factual and legal validity and admissibility of the claims made and confirming the correctness and compliance of its actions with the applicable regulations, also in terms of profiling and customer information.

The case was adjourned for closing arguments at the end of 2025.

UniCredit S.p.A. against Fideuram - Intesa Sanpaolo Private Banking S.p.A. on the transfer of private bankers

In July 2023, UniCredit S.p.A. (“**UniCredit**”) initiated legal proceedings against Fideuram – ISPB before the Court of Turin, seeking compensation for alleged damage of approximately €23 million, plus interest and revaluation. This claim is based on alleged acts of unfair competition by Fideuram, related to the resignation of several private bankers from UniCredit during the period 2022-2023, who were subsequently employed by Fideuram – ISPB, as well as alleged unlawful acts committed by those private bankers in the course of their transition to the defendant, for which Fideuram is allegedly also liable.

Fideuram filed an appearance, fully contesting the opposing party claims and requesting the dismissal of the petitions on the grounds that they were baseless in both fact and law, also pointing out that the situations cited in the proceedings were common in the industry, which is characterised by strong competition and mobility of financial advisors, and that Fideuram – ISPB itself was not immune to this phenomenon.

With regard to the compensation claim, it was fully contested both in terms of its basis and its quantification because it had been calculated using inappropriate methods based on a distorted representation of the profitability of the assets managed by the parties in dispute.

In November 2024, Fideuram – ISPB and UniCredit settled the case out of court.

Iter Capital Partners S.r.l.

In November 2024, Iter Capital Partners S.r.l. and its Professionals sued before the Court of Milan Eurizon Capital SGR (“**EC SGR**”) and Eurizon Capital Real Asset SGR (“**ECRA**”) with regard to an advisory agreement pursuant to which the plaintiffs had undertaken to carry out activities relating to the management of two investment funds by EC SGR. The plaintiffs brought the action against the two companies having regard to the different roles played by each in the management of the investment funds, namely: (i) EC SGR as the company that had set up the funds and as Iter’s contractual counterparty; and (ii) ECRA, as the entity delegated by EC SGR to manage the funds. Specifically, the plaintiffs asked the court to (i) determine that the termination of the advisory agreement by SGR in July 2024 with effect from 31 October 2024 was unlawful, (ii) find and declare the agreement terminated due to serious breach of contract by SGR, and (iii) order EC SGR and ECRA jointly and severally to pay compensation for all the damages allegedly suffered

by the plaintiffs for a total of €88.8 million, plus interest and costs. EC SGR and ECRA, believing that there were valid reasons in fact and in law for terminating the agreement, promptly entered their appearance, rejecting all the plaintiffs' arguments, including their calculation of damages, and asking the court to reject all the plaintiffs' claims. EC SGR also filed a counterclaim asking the court to find and declare that it had acted lawfully in terminating the agreement and exercising the consequent rights under the agreement.

Reyl & Cie (Switzerland) – Proceedings pursuant to Legislative Decree 231/2001 of the Public Prosecutor's Office of the Court of Milan

The Public Prosecutor's Office of Milan initiated criminal proceedings pursuant to Legislative Decree 231/2001 against Reyl & Cie (a Swiss subsidiary of Fideuram – ISPB) for the predicate offence of money laundering, allegedly committed by one of its former employees (dismissed in 2020), and ordered the seizure of securities owned by Reyl for around €1.1 million. The proceedings also involve the Swiss bank Cramer & Cie. Neither Fideuram – ISPB nor Intesa Sanpaolo are currently involved in the proceedings. The circumstances alleged relate to events that took place in 2018, before Reyl & Cie joined the Intesa Sanpaolo Group in May 2021. According to the prosecution, the former employee, together with his brother, an employee of the bank Cramer & Cie, and an external advisor, allegedly engaged in practices aimed at facilitating tax evasion by Italian customers through the transfer of accounts from Switzerland to branches located in the Bahamas, in order to allow those customers to withdraw money from those accounts without the possibility of being traced by the Italian authorities.

Although it is possible for Reyl to submit an application to revoke or reduce the attachment order, also considering that it was the Swiss company that reported the suspicious transactions to the Authorities, the Milan Public Prosecutor's Office has rejected a similar petition made by Banca Cramer.

Any consequential damages (for possible fines and/or confiscations) could be covered by the various warranties provided by the seller, for which a reserve claim was made within the terms of the Reyl acquisition agreement.

Within the criminal proceedings pursuant to Legislative Decree 231/01 pending before the Court of Milan for alleged money laundering offences, in February 2024 Reyl & Cie was notified of the indictment of the former employee and his brother, as well as Cramer & Cie and Reyl & Cie. The preliminary hearing was consequently set by the GIP (preliminary hearing judge) for 3 July 2024. On conclusion of discussion between Reyl's defence counsel and the Public Prosecutor at the hearing of 3 July 2024, with the view to avoiding a drawn-out dispute, and without recognising any liability for the circumstances alleged, the bank filed a petition to apply a financial penalty (plea bargain), which was accepted by the Public Prosecutor. By judgement of 13 March 2025, the preliminary investigation judge (GIP) of the Court of Milan, accepting the plea bargain request submitted by Reyl & Cie, imposed a fine of €267,000 and ordered the confiscation of €723,000. At the same time, the judge ordered the release of €1.1 million previously seized from Reyl & Cie.

Lawsuit against two Hungarian subsidiaries of Intesa Sanpaolo

The lawsuit is connected with a lease agreement terminated by one of the subsidiaries in 2010. During 2011, the tenant initiated proceedings in civil court, and during 2021, it supplemented its initial claim, formulating new claims and, as a result, increasing the total of the claims to around €31 million.

In July 2022, the Court rejected all the plaintiff company's claims, finding that it lacked standing. The plaintiff filed an appeal against that decision.

In December 2022, the Court of Appeal partially upheld the opposing party's appeal, ordering one of the two defendant companies to pay around €9.5 million. The subsidiary filed an appeal with the Supreme Court, which overturned the second instance judgment. Subsequently, the plaintiff brought an action before the Constitutional Court, which however found it inadmissible. The plaintiff also brought an action for review before the ordinary courts, but this too was rejected as inadmissible by both the Court in the first instance and the Court of Appeal.

No further appeals were lodged and thus the Supreme Court's decision became final.

IMI/SIR

With regard to the IMI/SIR dispute you are reminded that following the final judgment in 2006 establishing the criminal liability of the corrupt judge Metta (and his accomplices Rovelli, Acampora, Pacifico, and Previti), the defendants were ordered to pay compensation for damages, with the determination of those damages referred to the civil courts. Intesa Sanpaolo then brought a case before the Court of Rome to obtain an order of compensation for damages from those responsible.

In its ruling of May 2015, the Court of Rome quantified the financial and non-financial damages for Intesa Sanpaolo and ordered Acampora and Metta – the latter also jointly liable with the Prime Minister's Office (pursuant to Law no. 117/1988 on the accountability of the judiciary) – to pay Intesa Sanpaolo €173 million net of tax, plus legal interest accruing from 1 February 2015 to the date of final payment, plus legal expenses. The amount ordered took account of the amounts received in the meantime by the Bank as part of the settlements with the Rovelli family and with the opposing parties, being Previti and Pacifico.

In July 2016, the Rome Court of Appeal stayed the enforcement of the judgment of first instance with respect to the amount in excess of €130 million, in addition to ancillary charges and expenses. As a result of this decision, in December 2016 the Office of the President of the Council of Ministers credited Intesa Sanpaolo with the sum of €131,173,551.58 (corresponding to the €130 million of the order, in addition to legal interest and reimbursement of expenses). To avoid dispute, only the exact amount of the order, without applying the gross-up, was demanded and collected. On 16 April 2020, the ruling of the Rome Court of Appeal was filed, which essentially upheld the Court's ruling, while reducing the sum of non-financial damages to €8 million (compared to €77 million that had been awarded by the court of first instance), and set the amount to be paid at €108 million (instead of €173 million), to be considered net of tax, plus legal interest and expenses.

In the second quarter of 2020 the Bank filed a petition for the correction of a material error contained in the finding regarding the calculation of the damages liquidated; the Court of Appeal rejected the Bank's petition by ruling filed on 7 December 2020 holding that the error claimed by the Bank could be remedied by means of an appeal before the Court of Cassation. In May 2021, the Bank filed an appeal with the Court of Cassation against the Rome Court of Appeal's ruling of 16 April 2020 on the following main grounds:

- (a) the reduction to €8 million of the non-financial damages made by the Court of Appeal, compared to the €77 million recognised in the first instance ruling, was arbitrary and devoid of any sound legal or logical reasoning; and
- (b) even accepting the reduction under letter (a), the Court made a miscalculation when redetermining the amount of total damages. That aspect was already the subject of an application for material correction filed in 2020, rejected by the Court as it was deemed to be an issue that could be remedied through appeal.

By ruling no. 5682/2023, the Court of Cassation partially upheld the grounds of appeal filed by Acampora and the Prime Minister's Office, overturning the second instance ruling, in relation to the claims upheld, and referring the case back to the Rome Court of Appeal for the application of the principles of law set forth in the ruling. The outcome differs both from the rulings made at the previous instances and from the conclusions consistent with them, filed in December 2022 by the General Prosecutor at the Court of Cassation.

The Court applied a rule of pre-emption according to which the action for revocation, aimed at obtaining the return of the sums unduly paid, should precede the exercise of the action for damages, in clear conflict with the principles set out in the criminal proceedings in 2006 according to which the independence and dissimilarity of the two actions (the action for damages and the action for extraordinary revocation) "rule out any interference between them and place each in its own sector, with the only limitation of not allowing the duplication of coinciding outcomes and, therefore, undue enrichment". In addition, it introduced a further and unprecedented rule of a procedural nature according to which, without prejudice to the right to obtain lost earnings and non-pecuniary damage, in order to claim compensation from the perpetrators of the offence (i.e. Acampora, Metta and the Government liable for the latter by law) for the damage arising, the injured party, Intesa Sanpaolo, must prove that it had unsuccessfully enforced its claim against the party benefiting from the corrupt ruling.

On 19 May 2023, the Bank notified the other parties involved (Metta, the Prime Minister's Office and Acampora) of the application for resumption of proceedings, requesting:

- (i) as the main claim, on the merits, the award, in addition to the other damages, of the damage arising, subject to correction of the miscalculation made at the time by the Rome Court of Appeal, in consideration of the fact that the "prejudicial conditions" set out by the Court of Cassation had been met because the Bank had pursued the recovery, both in and out of court, of the sums paid to the beneficiary as a result of the revoked ruling. In the event that the main claim is not upheld, the Bank requested at least the award of the lost earnings and non-pecuniary damage; and
- (ii) subordinately to the merits, a reference for a preliminary ruling to the Court of Justice of the European Union (CJEU) pursuant to Article 267 of the Treaty on the Functioning of the European Union (TFEU) for breach of the Treaty on European Union (TEU), highlighting the arbitrary limitation of the right to compensation provided for by the Special Law on damages caused by judges in the performance of their duties (Law 117/88) resulting from the application of the principles set out by the Court of Cassation in its recent ruling.

The Prime Minister's Office and Giovanni Acampora filed an appearance in the review proceedings, responding to the arguments submitted by the Bank. Following the first hearing, which took place in writing in October 2023, the Court declared Vittorio Metta in absentia and adjourned the case for closing arguments to 1 October 2024, without ruling on the petitions from the parties.

On 11 September 2024, Giovanni Acampora's defence counsel filed a certificate attesting to the death of his client, consequently the Court closed the proceedings. The Bank resumed the case collectively and impersonally against Giovanni Acampora's heirs. At the hearing of 4 February, the Court took note that some of the heirs had renounced their inheritance and adjourned the case to 18 March for continuation of proceedings.

At the end of 2023, the Bank brought proceedings before the Tax Court to demand the refund of €33.2 million of withholding, previously paid as tax for overdue interest on the compensation for damages recognised under the 1994 ruling to Mrs Battistella, as Nino Rovelli's heir.

By measure of 24 April 2024, the First Instance Tax Court of Rome rejected the action brought by the Bank, which decided to appeal this judgment. Following the appeal by the Bank, the case is now pending before the Court of Appeal.

Labour litigation

In line with the situation as at 31 December 2023, as at 31 December 2024 there were no significant cases of labour litigation, from either a qualitative or quantitative standpoint. In general, all labour litigation is covered by specific provisions which are adequate to meet any outlays.

Tax litigation

The tax litigation risks of the Group (considering the subsidiaries subject to line-by-line consolidation) are covered by adequate provisions for risks and charges.

Tax Proceedings related to Intesa Sanpaolo

As at 30 September 2025, Intesa Sanpaolo had 401 proceedings pending (433 as at 30 June 2025) for a total amount claimed (taxes, penalties and interest) of €88.6 million (€92.4 million as at 30 June 2025), considering both administrative and judicial proceedings at various instances.

In relation to these proceedings, the actual risks were quantified for Intesa Sanpaolo at (and accordingly provisioned for) €37.6 million as at 30 September 2025 (€40.1 million as at 30 June 2025).

Compared to 30 June 2025, the main events that influenced the increase in the amount claimed (€-3.8 million) were:

- an increase (€0.5 million), due to: i) new disputes of €0.3 million, for municipal property tax (IMU) on terminated lease contracts; ii) new disputes of €0.1 million for registration tax on judicial documents; and iii) accrued interest expense of €0.1 million; and

- a decrease (€4.3 million), due to: i) closures of claims concerning registration tax for €3 million, of which: €1.7 million on higher value for business transfers; €1.2 million on judicial documents; and €0.1 million on deed declarations; and ii) closures of disputes for IMU on real estate from both terminated and current lease contracts for €1.3 million.

Also compared to 30 June 2025, for the Parent Company, the main changes in provisions (-€2.5 million) consisted of:

- an increase (€0.2 million), due to fees and interest accrued on outstanding disputes;
- a decrease (€2.7 million) due to:
 - releases to the income statement (€2.6 million), attributable to the settlement of disputes concerning registration;
 - tax on higher value for business transfers (€1.7 million) and municipal property tax (IMU) on terminated lease contracts (€0.9 million);
 - use (€0.1 million) mainly for legal expenses.

Former Cariparma – Registration tax on reclassification as a sale of the transfer of a banking business and subsequent sale of equity investments to Credit Agricole

A dispute (claim of €14.8 million) relating to the registration tax consequent to the reclassification of a transfer of a business to Cariparma, followed by the transfer of the shareholding to Credit Agricole, as a sale of a business, was concluded favourably. There was no profit or loss impact, because no provision had been made for this position.

Former Banca Apulia – Registration tax on ruling of the Civil Court of Bari

A dispute was concluded (claim of €1.1 million) relating to the application of proportional registration tax on a civil judgement against Intesa Sanpaolo, as successor to Banca Apulia, ordering payment of €18 million to the Municipality of Bari (under a guarantee issued by the bank in favour of the consortium that carried out the contract for the construction of the San Nicola Stadium in Bari), and also ordering the consortium to hold Intesa Sanpaolo harmless against such payment to the Municipality. Following a settlement agreement, the Italian Revenue Agency recognised that the €262 thousand tax assessment had been unduly made. The remaining claim represents a receivable from the former Veneto Banca in compulsory administrative liquidation, as the case is fully indemnifiable under the Procedure. As a result, the proceedings were declared terminated by ruling of 11 February 2025 by the First Instance Tax Court of Bari, which became final and binding on 11 September 2025 upon expiry of the six-month period without appeal, following the settlement reached.

Intesa Sanpaolo – Registration tax on sale of business line to former Banca Carige

On 12 March 2010, a notice of assessment for registration tax was served regarding a business line (bank branches) sold by Intesa Sanpaolo to Banca Carige, for a total of €3.2 million (€3 million for tax and €0.2 million for interest). Pending the legal proceedings, the Bank paid two-thirds of the tax (€2 million), plus interest, on a provisional basis. Following the adverse outcome of the dispute, the remaining amount (€1 million for tax, plus interest) was prudently provisioned. This amount is now no longer payable due to the ten-year statutory limitation and has therefore been released.

Intesa Sanpaolo - Registration tax on sale of a business line to Banca Popolare di Puglia e Basilicata - BPPB

This dispute concerns the assessment of a higher registration tax (claim of €1.8 million plus interest), regarding the value of the business line (17 former UBI branches) sold by Intesa Sanpaolo to BPPB in 2021. At second instance, the Tax Court upheld the Italian Revenue Agency – Milan PD II's appeal and overturned the lower court ruling in favour of BPPB and Intesa Sanpaolo. Both banks intend to file an appeal with the Court of Cassation. No provision has been made for this position as the risk of liability is considered possible. On 29 August 2025, a payment notice was served for provisional collection of the remaining amount due following the second instance ruling, for a total of €1.58 million (€592 thousand for

taxes, the same amount for penalties and the remainder for interest), of which €1.22 million is payable by BPPB, under the contractual agreements.

Intesa Sanpaolo – Registration tax on the decree of the Civil Court of Milan

On 24 January 2024, the Italian Revenue Agency – Provincial Directorate of Milan issued a notice of assessment for registration tax (claim of €0.6 million) relating to a Court of Milan decree admitting Intesa Sanpaolo as a creditor in the insolvency of a company under extraordinary administration for a principal amount of €200 million, plus compensatory and default interest. The Agency quantified the latter at €59 million and, based on this, determined a 1% registration tax (judicial acts recognising property rights). Intesa Sanpaolo challenged the notice, and the First Instance Tax Court of Milan rejected the appeal by ruling filed on 4 November 2024. The Bank lodged an appeal on 28 January 2025 with the Second Instance Tax Court of Lombardy. The Italian Revenue Agency filed its defence statement on 31 March 2025. Following the hearing held on 22 October, the Second Instance Tax Court of Lombardy issued a ruling upholding the Bank's appeal and recalculating the registration tax due at the fixed amount of €200. It is currently not possible to estimate when the ruling will be filed.

Intesa Sanpaolo – Mortgage and land registry taxes on sale of property in Cosenza

On 3 February 2025, the Italian Revenue Agency – Provincial Directorate of Cosenza issued an enforcement order concerning a notice of assessment for mortgage and land registry taxes (claim of €0.6 million) on the sale to third parties of the property located in Cosenza, Viale Crati (the headquarters of the former Banca Carime), adjusting the sale value.

Intesa Sanpaolo challenged the payment notice containing the enforcement order before the First Instance Tax Court of Cosenza, requesting its joint examination with appeal against the original notice of assessment. By rulings filed on 23 September 2025, the notice of assessment and, consequently, the payment notice were annulled. The time limit for a possible appeal by the Agency has not yet passed.

Intesa Sanpaolo – Registration tax on the judgment of the Civil Court of Lecco

On 4 December 2023, the Italian Revenue Agency – Provincial Directorate of Lecco issued a notice of assessment for registration tax (claim of €0.5 million) relating to a 2022 injunction issued by the Civil Court of Lecco ordering an industrial company to pay Intesa Sanpaolo – as assignee of the receivable for (non-financial) lease payments on the building where the company has its production plant – a total of €13.2 million plus VAT and interest on arrears. The notice was challenged within the legal deadlines by objecting, *inter alia*, to the proportional 3% registration tax on the lease payment order, for infringement of the principle that VAT and registration tax are mutually alternative taxes.

By judgment filed on 14 June 2024, the first instance Tax Court of Lecco upheld the Bank's action, fully annulling the challenged notice and ordering the Agency to pay the costs. The Agency lodged an appeal with the Second Instance Tax Court of Lombardy, which dismissed it by ruling filed on 31 March 2025, upholding the first instance decision. The Italian Revenue Agency, through the State Attorney's Office, filed an appeal with the Court of Cassation on 28 May 2025, to which Intesa Sanpaolo responded with its defence statement filed on 7 July 2025.

Former Leasint S.p.A. - VAT on reclassification of nautical lease contracts - years 2005 and 2006

This dispute concerns two VAT assessments for the years 2005 and 2006 (initial claim of €10 million for tax, penalties and interest, later reduced to the current €6 million after the Italian Revenue Agency waived some claims during the proceedings), notified to Leasint S.p.A. (later Mediocredito Italiano S.p.A. – MCI). The Agency reclassified several nautical finance lease contracts as transfers of goods for tax purposes only. The first instance proceedings concluded in 2013 with a ruling in favour of MCI, reversed by the appellate court in 2014, which thus confirmed the assessments. Most recently, the Court of Cassation upheld the appeal by MCI, remanding the case to a different section of the Lombardy Tax Court for a new examination of the merits of the entire dispute. In March 2025, the case was resumed before the Tax Court, which invited the parties to attempt conciliation. The discussion with the Italian Revenue Agency is ongoing.

Banco Sudameris Brasil – Direct taxes year 1995 (PDDI dispute)

This is a dispute pending in Brazil in relation to the former subsidiary Banco Sudameris Brasil (now Banco Santander Brasil), sold in 2003 to ABN AMRO Brasil (now the Santander Group), whose economic charge

falls on Intesa Sanpaolo due to the commitments entered into with the seller at the time, which was not established through the Settlement Agreement of 2019 with Banco Santander Brasil. The dispute is known as "PDD1 Dispute" and is based on the issue of taxes on income and social security contributions for 1995.

In 2021, an initial judgment was delivered by the ordinary civil judge in a dispute concerning Banco Sudameris Brasil, Intesa Sanpaolo's former subsidiary. The judgment, despite acknowledging several of the bank's objections, generally favoured the Brazilian tax authorities. This judgment was subsequently appealed and is now pending in the second instance court. Lastly, at the hearing of 18 December 2024 – for which the law firm assisting the bank filed an explanatory brief – the hearing was adjourned to a date to be fixed at the request of the Judge-Rapporteur in order to better examine certain documents of the case.

The financial risk related to this dispute amounts to €41.6 million and the provision for risks relating to this case is €8.1 million.

Dispute concerning taxes due in Portugal on interest paid to foreign subscribers of bonds

In relation to the subsidiary Sanpaolo IMI Bank International S.A. Funchal, based in Madeira (Portugal) – dissolved in 2008 – a dispute is pending for the years 2002, 2003 and 2004 (claim €13.8 million). Originally, the dispute amounted to €28 million, which was reduced during the course of the proceedings to the current €13.8 million claim (of which €5.2 million of taxes and €8.6 million of interest).

On the merits, the local tax authorities disputed the non-taxation for local corporate income tax purposes of interest under the Euro Medium Term Note Programme (EMTN) bond issue programme, paid by the Portuguese subsidiary to beneficiary companies from which no evidence of non-tax resident status in Portugal had been provided.

No provisional payments have been made to the Portuguese tax authorities to date. On the basis of the local consultant's assessment of likely risk, this dispute is fully covered by a provision for risks.

International branches

With regard to Intesa Sanpaolo's international branches, the following is noted.

The audit of the London branch, started with a questionnaire dated 4 January 2023 from the UK tax authority (HMRC) with regard to the year 2020 – extended in December 2024 to the year 2022 – and continued with the delivery of a substantial amount of documentation in 2023 and 2024 in response to questions from the HMRC (mainly on international transfer pricing), has now been narrowed down to a review of service provisions/transfers of goods between the branch and other Group entities, as well as the branch's own funds. According to the letter dated 9 June 2025, the only objection raised by HMRC concerns the excessive size of the branch's endowment fund, which resulted in the undue tax deduction of "notional" interest for the years 2020 to 2022, leading to estimated higher taxes of around €2.8 million. On 11 July 2025, the branch replied to the observations made by the local authority, indicating its willingness to consider settling the potential dispute without the application of penalties. A formal response from HMRC is awaited.

The tax audit initiated in 2021 on the Munich branch of UBI Banca for the years 2015 to 2018 was closed in February 2025 without any findings for the years 2015 to 2017. In March 2025, the Munich Tax Office requested details and documentation on VAT for the year 2018, which the Bank delivered between the end of March and the beginning of April via local consultants. No claims have been made for the time being.

The tax audit of the Frankfurt branch for the year 2019, concerning income tax, which started in June 2024, was closed without any findings in February 2025. In March 2025, the Frankfurt branch underwent a new tax audit in connection with income taxes relating to the tax years 2020-2022: no findings have been reported at this stage.

In August 2024, a tax audit was launched for tax periods 2021-2023 on the Shanghai branch. The branch settled the findings with a total outlay of €44 thousand for minor irregularities relating to VAT and individual income tax concerning health benefits provided to employees of the branch.

Tax Proceedings related to the Group

Regarding the Group, the following developments occurred during 2025 in the tax proceedings in which the Issuer is a party.

With regard to the Intesa Sanpaolo Private Banking (“**ISPB**”) dispute relating to the notice of IRES (corporate income tax) and IRAP (regional production tax) tax assessment (also notified to Intesa Sanpaolo as consolidating entity for IRES purposes only) for the year 2016 – which challenged the tax deduction of the amortisation of goodwill arising from contributions received by ISPB in the years 2009, 2010 and 2013 and released by ISPB using the option to realign tax values to balance sheet values pursuant to Article 15, paragraph 10, of Decree Law no. 185/2008 – the Lombardy Second Instance Tax Court, by judgment filed on 5 September 2024, rejected the appeal (by Intesa Sanpaolo and ISPB) against the unfavourable first instance ruling (higher taxes of €4 million, plus penalties of the same amount and interest). The judgement has been appealed by means of a notice of appeal to the Court of Cassation served on 4 March 2025.

The same dispute is ongoing for the year 2012 (higher taxes of €3.9 million, plus penalties of the same amount and interest), and is currently pending before the Court of Cassation.

For the other years (2011, 2013, 2014, 2015 and 2017), on the other hand, disputes were settled with the procedure under Law no. 197 of 29 December 2022 (“2023 Budget Law”), known as “tax truce”. For details see the notes to the 2023 and 2024 consolidated financial statements. No provision has been made for pending disputes, because – also based on the opinion issued by the advisor appointed – the risk of an adverse ruling is classified as “possible”, but not likely, due to the lawfulness of realigning the tax value of the goodwill newly generated for the transferee, which has been expressly acknowledged by the Italian Revenue Agency in Circular no. 8/E of 2010 and is consistent with the provisions of Article 15, paragraph 10 of Decree Law no. 185/2008.

For Fideuram – Intesa Sanpaolo Private Banking (“**Banca Fideuram**”) there are three pending lawsuits 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 Banca Fideuram was only the placement bank and correspondent bank in the years in question (total value of the disputes of €9.3 million). A hearing was held before the Court of Cassation on 3 June 2025 which, by judgement filed on 8 July 2025 in relation to the year 2011 only, quashed the second instance ruling (unfavourable to the bank), and remanded the case to a different panel of the Lazio Tax Court of Second Instance for a new examination regarding the accepted grounds and to also rule on the costs of the proceedings. The judgements concerning the years 2009 and 2010 have not yet been filed.

Following the unfavourable second instance rulings in all the proceedings, it was considered appropriate – also after consulting the legal advisor appointed for the Court of Cassation proceedings – to make a provision of €4.9 million in the risk allowance to cover the liability risk, calculated on the amount of the claim considered to be a likely risk.

Cargeas Assicurazioni – merged into Intesa Sanpaolo Assicura, now Intesa Sanpaolo Protezione – underwent a tax audit by the Italian Revenue Agency, Lombardy Regional Directorate, Large Taxpayers Office, aimed at verifying the correct application, for the years from 2010 to 2018, of the tax rules on private insurance and life annuity contracts pursuant to Law no. 1216 of 29 October 1961.

As a result of the audit, the authorities issued a claim against the company that redundancy insurance policies (which are mandatorily associated with salary-backed loans and optional with other mortgages, loans and consumer credit), should not be subject to tax on insurance premiums at a rate of 2.5%, but should, in the opinion of the Italian Revenue Agency, instead be classified as credit risk insurance policies, subject to a tax rate of 12.5%. The total amount of the claim was €9.6 million (tax €2.8 million, interest €1.1 million, and penalties €5.7 million). The claims were settled during the half year through settlement agreements, with a total disbursement of €0.7 million, with a profit or loss impact (having considered the risk of an adverse outcome with respect to the original claim as possible, but not likely, the Company had not made any risk provision for tax, penalties and interest as at 31 December 2024).

Regarding the same matter, in May 2023 the Italian Revenue Agency notified a tax assessment for the year 2012 to Intesa Sanpaolo Protezione (formerly Intesa Sanpaolo Assicura) for a total claim of €1.2 million (tax €0.3 million, penalties €0.8 million, plus interest of €0.1 million). The assessment was appealed in September 2023, which was accepted by ruling in 2024 of the First Instance Tax Court of Turin. The Italian

Revenue Agency filed an appeal served on 20 February 2025, which Intesa Sanpaolo Protezione responded to with counterarguments on 10 April 2025.

Also with regard to the same matter, on 3 March 2025 Intesa Sanpaolo Protezione (as absorbing company of Intesa Sanpaolo RBM Salute) received a liquidation notice for the year 2023 (penalty €0.4 million, interest €37 thousand), which was appealed at the First Instance Tax Court.

As already reported in the notes to the consolidated financial statements as at 31 December 2023 and 2024, on 29 November 2023, the former Intesa Sanpaolo Life DAC – an insurance company incorporated under Irish law (“**ISL**”) absorbed by Intesa Sanpaolo Vita, now Intesa Sanpaolo Assicurazioni – received a summons from Guardia di Finanza (Italian Tax Police) for clarifications regarding tax monitoring requirements. Following the merger, this notice was renewed for the absorbing company Intesa Sanpaolo Vita (now Intesa Sanpaolo Assicurazioni) for the years 2018-2022.

Through brief dated 25 January 2024 and in subsequent meetings with the auditors, the company reiterated all the reasons why ISL was not subject to the compulsory tax monitoring requirements.

On 13 December 2024, the Italian Revenue Agency – Provincial Directorate I of Milan issued a tax assessment for the year 2018 for alleged violation of tax monitoring requirements by ISL, quantifying a penalty of €0.6 million. Intesa Sanpaolo Assicurazioni submitted specific defence arguments in respect of this assessment on 11 February 2025. An amount of €0.2 million has been prudentially set aside for the dispute. This amount is one third of the penalty imposed for 2018, which is payable in a reduced amount if the company accepts the assessment without initiating litigation. Having also consulted with the legal counsel, the amount of the provision was also based on the circumstance that for the subsequent years no measure has been yet notified by the Italian Revenue Agency and that, at present, the amount of the penalty that can be imposed for the years 2019-2022 is highly uncertain because it seems likely that the Italian Revenue Agency will significantly decrease the amounts claimed.

REGULATORY SECTION

Changes in regulatory framework

The Intesa Sanpaolo Group is subject to extensive regulation and supervision by the Bank of Italy, the CONSOB, 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 Intesa Sanpaolo 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 may be 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**"), Delegated Regulation (EU) 2015/61 and its supplements and the Implementing Regulation (EU) 2016/313. The CRD IV Package has been subsequently updated by Regulation (EU) No. 2019/876 ("**CRR II**") and Directive (EU) No. 2019/878 ("**CRD V**") and, recently, by CRD VI and CRR III (both as defined below). Unless otherwise stated in this Base Prospectus, any reference to CRD shall be read as referencing to CRD IV, as subsequently amended and reinstated, and any reference to CRR, shall be read as referencing to CRR as subsequently amended and reinstated from time to time.

Full implementation began on 1 January 2014, with particular elements being phased in over a period of time (the requirements were largely fully effective by 2019 and some minor transitional provisions provide for phase-in until 2024). Further details on the implementation of the EU Banking Reform Package (as defined below) are provided in the paragraph "*Revisions to the CRD IV Package*" below.

Moreover, the Bank of Italy published 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 and has been amended over time in order to implement, *inter alia*, the EU Banking Reform Package, the CRD VI and the CRR III, and set out additional local prudential rules concerning matters not harmonised at EU level. The CRD IV Package, as amended by the EU Banking Reform 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 and guidelines of the EBA which can be either of direct application under Italian law or built into the Bank of Italy's supervisory guidance as the case may be.

According to Article 92 of the CRR, institutions 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%; (iii) a Total Capital Ratio of 8% and; (iv) a leverage ratio of 3%. According to Articles from 129 to 134 of CRD IV, these minimum ratios are complemented by the following capital buffers to be met with CET1 capital, reported below:

- *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);
- *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 2025;
- *Capital buffers for globally systemically important banks ("**G-SIBs**")*: set as an "additional loss absorbency" buffer varying depending on the sub-categories on which the globally systemically important institutions ("**G-SIIs**") are divided into. The lowest sub-category shall be assigned a G-SII buffer of 1% of the total risk exposure amount calculated in accordance with Article 92(3) of the CRR and the buffer assigned to each sub-category shall increase in gradients of at least 0,5 % of the total risk exposure amount calculated in accordance with Article 92(3) of the CRR. G-SIBs is. determined according to specific indicators (size, interconnectedness, lack of substitutes for the services provided, global cross border activity and complexity); and being 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), became fully effective on 1 January 2019. Based on the most recently updated list of G-SIIs published by the Financial Stability Board ("**FSB**"), 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 3.0% 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). The Bank of Italy identified Intesa Sanpaolo Group as an O-SII authorised to operate in Italy and imposed on the Intesa Sanpaolo Group a capital buffer for O-SII of 1.25%, to be applied from 1 January 2025, confirmed also from 1 January 2026.

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.

With update No. 38 of 22 February 2022, the Circular No. 285 of 17 December 2013 was amended in order to provide, *inter alia*, the introduction of:

- (i) the possibility for the Bank of Italy to activate the systemic risk buffer ("**SyRB**") for banks and banking groups authorised in Italy. In particular, the requirement to maintain a systemic risk buffer of Common Equity Tier 1 is intended to prevent and mitigate macro-prudential or systemic risks not otherwise covered with the macro-prudential instruments provided for by the CRR, the anti-cyclical capital buffer and the capital buffers for G-SII and for O-SII. The buffer ratio for systemic risk can be applied to all exposures or to a subset of exposures and to all banks or to one or more subsets of banks with similar risk profiles; and
- (ii) some macro-prudential instruments based on the characteristics of customers or loans (so-called "borrower-based measures"). Specifically, these are measures that are not harmonised at European level, which can be used to counter systemic risks deriving from developments in the real estate market and from high or rising levels of household and non-financial corporate debt.

The Bank of Italy exercised its authority to introduce a SyRB on 26 April 2024. The Bank of Italy has decided to apply to all licensed banks in Italy a SyRB equal to 1.0 per cent. of credit and counterparty risk-weighted exposures to residents in Italy.

Furthermore, with update No. 39 of 13 July 2022, the Circular 285 was amended in order to align its provisions with Articles 104 to 104c of the CRD IV. In particular, the amendments introduced to Part I, Chapter 1, Title III of the Circular 285 provide, inter alia, the introduction of:

- (i) a clear differentiation between components of P2R estimated from an ordinary perspective and the Pillar 2 Guidance determined from a stressed perspective which supervisory authorities may require banks to hold; and
- (ii) the possibility for supervisory authorities to require additional capital in the presence of excessive leverage risk, under both ordinary and stressed conditions (P2R and Leverage Ratio and Pillar 2 Guidance Leverage Ratio).

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).

A further rule introduced by the CRR II, applicable in respect of liabilities issued before 27 June 2019, allows for the "grandfathering" of instruments as, respectively, Additional Tier 1 instruments, Tier 2 instruments and eligible liabilities, even if they do not fully comply with certain requirements of the CRR II. This treatment, with exclusive reference to the own funds instruments, expired on 28 June 2025.

The CRD IV Package also introduced a Liquidity Coverage Ratio (the "**LCR**"). This is a stress liquidity measure based on modelled 30-day outflows. 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 20 May 2022, amendments to the LCR Delegated Act were published in the Official Journal (Commission Delegated Regulation (EU) 2022/786 of 10 February 2022) and applied as of July 2022. Most of these amendments were introduced to better allow the credit institutions issuing covered bonds to comply, on one hand, with the general liquidity coverage requirement for a 30 calendar day stress period and, on the other hand, with the cover pool liquidity buffer requirement, as laid down by Directive (EU) 2019/2162 of the European Parliament and of the Council. 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 ongoing basis. The NSFR were introduced as a requirement in the CRR II published in June 2019 and is applicable from June 2021. In this regard it should be noted that, on 17 June 2025, the European Commission published a draft delegated regulation amending LCR Delegated Act as regards the eligibility conditions for securitisations in the liquidity buffer of credit institutions and launched a consultation that ended on 15 July 2025. The draft delegated regulation includes amendments to Article 13 of LCR Delegated Act. In particular, the amendments are aimed at further incentivizing the diversification in EU credit institutions' liquidity buffers and further supporting the liquidity and depth of the securitisation markets and of EU capital markets in general. The targeted amendments to the LCR Delegated Act aim also at addressing inconsistencies in the existing requirements that securitisations need to comply with to be eligible for inclusion in liquidity buffers. The draft delegated regulation does not represent the final position. How quickly and in what form the reform may be adopted, when they may become applicable and whether there will be any transitional or grandfathering provisions remains to be seen.

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 Council of the EU 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 are applicable as of 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 starting from 28 June 2021, 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.

In particular, on 7 June 2019, the legal acts of the "EU Banking Reform Package" regarding the banking sector have been published on the EU Official Journal. Such measures include, together with the amendments to the BRRD and to SRMR, (i) CRR II amending the CRR as regards the leverage ratio, the net stable funding ratio, requirements for own funds and eligible liabilities, counterparty credit risk, market risk, exposures to central counterparties, exposures to collective investment undertakings, large exposures, reporting and disclosure requirements, and (ii) CRD V amending the CRD IV as regards exempted entities, financial holding companies, mixed financial holding companies, remuneration, supervisory measures and powers and capital conservation measures. The amendments proposed better align the current regulatory framework to international developments in order to promote consistency and comparability among jurisdictions.

Such measures entered into force on 27 June 2019, while a) the CRR II is applicable from 28 June 2021, excluding some provisions with a different date of application (early or subsequent), b) the CRD V and BRRD II were to be implemented into national law by 28 December 2020 excluding some provisions entered into force subsequently. On 30 November 2021, Legislative Decree no. 193 of 8 November 2021, implementing the BRRD II, was published in the *Gazzetta Ufficiale* and entered into force on 1 December 2021.

Moreover, it is worth mentioning that the Basel Committee on Banking Supervision ("**BCBS**") concluded the review process of the models (for credit risk, counterparty risk, operational risk and market risk) for the calculation of minimum capital requirements, including constraints on the use of internal models and introducing the so-called "output floor" (setting a minimum level of capital requirements calculated on the basis of internal models equal, when fully implemented, to 72.5 per cent. of those calculated on the basis of the standardised methods). The main purpose is to enhance consistency and comparability among banks. The new framework was finalised for market risk in 2016 and finally revised in January 2019. The new framework for credit risk and operational risk was completed in December 2017. Basel III and Basel IV (as defined below) should be fully implemented with the reform package proposed by the European Commission in October 2021.

On 27 October 2021, the European Commission published a legislative proposal to amend CRD IV and CRR II (the "**2021 Banking Reform Package**"). In particular, the 2021 Banking Reform Package aims at implementing in the EU the 2017 Basel Accord and further elements not included in such international framework contributing to financial stability and to the steady financing of the economy in the context of

the post-COVID 19 crisis recovery. On 19 June 2024, Directive (EU) 1619/2024 of the European Parliament and Council of 31 May 2024 amending Directive 2013/36/EU as regards supervisory powers, sanctions, third-country branches, and environmental, social and governance risks ("**CRD VI**") and Regulation (EU) 1623/2024 of the European Parliament and of the Council of 31 May 2024 amending Regulation (EU) No 575/2013 as regards requirements for credit risks, credit valuation adjustment risk, operational risk and the output floor ("**CRR III**") were published in the Official Journal of the European Union and entered into force on 9 July 2024. Save for certain exemptions, most of the provisions set forth in CRR III apply from 1 January 2025, while the domestic acts and regulations enacted by the Member States to implement the changes brought by CRD VI shall become effective on 11 January 2026. The date of the application of the Fundamental Review of the Trading Book ("**FRTB**") framework has been postponed to 1 January 2027, in accordance with Commission delegated regulation 2025/1496.

The main changes CRD VI and CRR III are about to introduce relate to:

- (i) The introduction of the output floor to reduce the excessive variability of banks' capital requirements calculated with internal models. Notably, the output floor works as a lower limit ("floor") on the capital requirements ("output") that banks calculate when using their internal models. The output floor aims at enhancing the confidence in risk-based capital requirements and to improve the solidity of banks that make use of internal models, making capital requirements more comparable cross banks.
- (ii) Implementation of the Basel III agreement to strengthen Union banks' resilience face at the main risk areas (credit risk; market risk; and operational risk).
- (iii) Environmental, Social and Governance risks (ESG). Under the newly introduced banking package, banks would need to draw up transition plans under the prudential framework that will need to be consistent with the sustainability commitments banks undertake under other pieces of Union laws, such as the Corporate Sustainability Reporting Directive. Competent authorities will oversee how banks handle ESG risks and include ESG considerations in the context of the annual supervisory examination review (i.e. SREP);
- (iv) Strengthened supervision. The supervisory powers and tools have been increased and further harmonized. Notably, supervisors will be given more powers to check if certain transactions (e.g. large acquisitions) undertaken by banks are sound and do not entail excessive risks for banks; and
- (v) Clear rules for third country banks operating in the European Union. The CRD VI will introduce minimum harmonizing conditions for on the establishment of third-country banks in the EU.

Once CRD VI and CRR III are fully implemented and transposed in the European Union, the regulatory changes brought by these pieces of legislation will impact the entire banking system and consequently could determine changes in the capital calculation and increase capital requirements, which as at the date of this Base Prospectus cannot be entirely foreseen.

Furthermore, with update No. 50 of 27 August 2025, the Circular 285 was amended in order to adapting the national prudential system to the changes introduced by Regulation (EU) 2024/1623 (CRR III).

Regular monitoring exercise includes also a monitoring exercise to assess the impact of the Basel III framework on a sample of EU banks that the EBA conducts in coordination and in parallel with the BCBS (the "**Basel III Monitoring Exercise**"). This exercise assesses the impact of the latest regulatory developments at BCBS level in the following area: (a) global regulatory framework for more resilient banks and banking systems; (b) the Liquidity Coverage Ratio and liquidity risk monitoring tools; (c) the leverage ratio framework and disclosure requirements; (d) the Net Stable Funding Ratio; and (e) the post-crisis reforms.

The impact of the Basel III is assessed using mostly the following measures:

- (i) percentage impact on minimum required Tier 1 capital (MRC);
- (ii) impact, in basis point, on the current actual Tier 1 capital ratio; and
- (iii) Tier 1 capital shortfall resulting from the full implementation of Basel III, namely the capital amount that banks need to fulfil the Basel III MCR.

According to the EBA Decision no. EBA/DC/2021/373, concerning information required for the monitoring of Basel supervisory standards published on 18 February 2021, as subsequently amended, ("**EBA Decision**"), the Basel III Monitoring Exercise is mandatory, on an annual basis, for a representative set of EU and EEA credit institutions identified by the relevant competent authorities.

On 4 October 2024, the EBA published its third mandatory Basel III Monitoring Report which assesses the impact that Basel III full implementation will have on EU banks in 2033. According to this assessment, the full Basel III implementation would result in an average increase of 7.8% at the full implementation date in 2033 of the current Tier 1 minimum required capital. The main contributing factors are the output floor and the operational risk. Thus, to comply with the new framework, banks would need EUR 0.9 billion of additional Tier 1 capital.

However, in coordination with the BCBS, the EBA decided to discontinue the EBA Basel III monitoring report and instead started monitoring the implementation of the CRR III / CRD VI in the EU based on the supervisory reporting framework data (i.e. the COREP data). The objects identified by the EBA for this quantitative impact study (the "**QIS**") are as follows: (i) the collection of data to answer CRR III/CRD VI mandates; (ii) the collection of data for monitoring and analysis purposes; (iii) an intermediary role with respect to the QIS conducted by the BCBS; and (iv) the collection of data to respond to future BCBS supervisory initiatives.

On 4 May 2020, the EBA published its final draft technical standards on specific reporting requirements for market risk, in accordance with the mandate set out in the provisions of the CRR II.

In particular, the implementing technical standards ("**ITS**") introduced uniform reporting templates, the template related instructions, the frequency and the dates of the reporting, the definitions and the IT solutions for the specific reporting for market risk. These ITS introduce the first elements of the FRTB into the EU prudential framework by means of a reporting requirement. Based on the ITS submitted by the EBA, the European Commission adopted the Implementing Regulation no. 2021/453/EU of 15 March 2021 which applied from 5 October 2021.

Moreover, following the decision to postpone by one year (i.e., until 1 January 2026) the date of applicability within the European Union of the FRTB (Fundamental Review of Trading Book), on 19 September 2025, the Delegated Regulation (EU) 2025/1496 was published in the Official Journal of the European Union, postponing by one additional year – until 1 January 2027 – the date of application of the FRTB. As a final note, on 8 January 2025, the EBA published its final Guidelines on the management of Environmental, Social and Governance (ESG) risks. The Guidelines set out requirements for institutions for the identification, measurement, management and monitoring of ESG risks, including through plans aimed at addressing the risks arising from the transition towards an EU climate-neutral economy.

The consultation ran until April 2024 and on 9 January 2025, the EBA published its final guidelines on the management of ESG risks as mandated in Articles 76 and 87a of the CRD VI. The guidelines contain minimum standards and reference methodologies for the identification, measurement and monitoring of ESG risks and the content of the prudential transition plans which banks have to prepare in order to monitor and address the financial risks stemming from ESG factors. These guidelines will apply from 11 January 2026 except for small and non-complex institutions for which the Guidelines will apply at the latest from 11 January 2027.

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. On 12 December 2017, the European Parliament adopted the Regulation (EU) 2017/2402 (the "**Securitisation Regulation**") which entered into force in January 2019. The Securitisation Regulation introduced changes to the securitisation framework in relation to the nature of the risk retention obligation and due diligence requirements, an adverse selection test for certain assets and a specific framework for so-called "simple transparent and standardised securitisations" ("**STS**") which will receive preferential capital treatment subject to a number of conditions. However, some legislative measures necessary for the full implementation of the Securitisation Regulation regime have not yet been finalised and compliance with certain requirements is subject to the application of transitional provisions. In addition,

further amendments are expected to be introduced to the Securitisation Regulation regime as a result of its periodic review. In this regard it should be noted that, on 17 June 2025, the European Commission published legislative proposals on wide ranging reforms to the prudential and non-prudential regulation of securitisation ("**EC Proposals**"), including proposals on amendments to the EU Securitisation Regulation ("**EU SR Proposals**"). The EC Proposals include wide ranging reforms on the regulatory capital and liquidity treatment of securitisation, which would provide securitisations designated as STS with certain regulatory benefits provided that a prescribed set of conditions (or other applicable requirements) are met. In particular, the EU SR Proposals, among other things, are aimed at potentially reducing the regulatory burden of compliance with the investor due diligence and transparency requirements and include the new mandate for amending the technical standards prescribing the EU reporting templates. The EC Proposals (including the EU SR Proposals) do not represent the final position. How quickly and in what form the reforms may be adopted, when they may become applicable and whether there will be any transitional or grandfathering provisions remains to be seen.

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 BRRD II introduce minimum requirements for own funds and eligible liabilities ("**MREL**"), which apply to EU credit institutions, including G-SIIs (global systematically important institutions). Consistent with the TLAC standard, MREL requirements 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. Based on the most recently updated list of G-SIIs published by the FSB on 26 November 2024, neither the Issuer nor any member of the Intesa Sanpaolo Group has been identified as a G-SIB for 2024.

The BRRD II includes important changes as it introduces a new category of banks, the 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 €100 billion. ISP is a top-tier bank for this purpose. At the same time, the BRRD II introduces a minimum harmonised MREL requirement (also referred to as a "**Pillar 1 MREL requirement**") which applies to G-SIIs and 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 BRRD II, but exceptions apply.

In order to ensure compliance with MREL requirements, and in line with the FSB standard on TLAC, the BRRD II 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, BRRD II envisages a nine-month grace period before restrictions to discretionary payments to the holders of regulatory capital instruments senior management of the bank and employees take effect due to a breach of the combined capital buffer requirement. Delegated regulation 2021/763 (EU), applicable since 28 June 2021, lays down implementing technical standards for the application of Regulation (EU) No 575/2013 of the European Parliament and of the Council and Directive 2014/59/EU of the European Parliament and of the Council with regard to the supervisory reporting and public disclosure of the minimum requirement for own funds and eligible liabilities.

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 published in the Official Journal on 18 December 2019. Member States have an 18 month period to implement the directive. The CB Directive was transposed into the Italian legal framework by means of Legislative Decree 5 November 2021, No. 190 (the "**Decree 190/2021**") which modified Law 30 April 1999, No.130 and entered into force on 1 December 2021. Moreover, the Decree 190/2021 designates the Bank of Italy as the competent authority for the public supervision of the covered bonds, which is entrusted with the issuing of the implementing regulations by 8 July 2022. Bank of Italy issued such implementing regulations on 30 March 2023 by publishing an amendment to Section 3, paragraph 3 of the Bank of Italy Regulations.

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 in relation to which (i) the total value of its assets exceeds €30 billion or – unless the total value of its assets is below €5 billion – the ratio of its total assets over the national gross domestic product exceeds 20%; (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 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 ECB 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 (except for the asset separation tool) 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 (including the Senior Preferred Notes, Senior Non-Preferred Notes and Subordinated Notes) 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.

In addition to the general bail-in tool, the BRRD provides for resolution authorities to have the further power to permanently write-down/convert into shares or other instruments of ownership (including the Subordinated Notes) at the point of non-viability and before any other resolution action is taken ("**non-viability loss absorption**"). Any shares issued to holders of Subordinated Notes upon any such conversion may also be subject to any application of the general bail-in tool. The point of non-viability under the BRRD is the point at which the relevant authority determines that the institution meets the conditions for resolution (but no resolution action has yet been taken) or that the institution or its group will no longer be viable unless the relevant capital instruments (including the Subordinated Notes) are written-down/converted or extraordinary public support is to be provided.

Resolution authorities have the power to amend or alter the maturity of certain debt instruments (such as the Senior Preferred Notes, Senior Non-Preferred Notes and Subordinated Notes) 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 (such as holders of the Subordinated Notes) contribute to the costs of restructuring.

The SRM provides for the setting up of a Single Resolution Fund in the relevant Member State (the "**SRF**" or the "**Fund**"), established under the control of the SRB, as of 1 January 2016 in which the national resolution funds had been pooled together. 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 €80 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. In February 2024, the SRB announced that the financial means available in the SRF at 31 December 2023 represented Euro 78 billion and therefore reached the target level of at least 1% of covered deposits held in the Member States participating in the SRM. As such, no regular annual contributions are being collected in 2024 from the institutions in scope of the SRF, including the Issuer. At the beginning of the 2025, the SRB verified that at the reference date 31 December 2024, the Fund still amounted to EUR 80 billion, which is above the 1% of covered deposits. Therefore, unless needed, no collection of annual contributions is foreseen until the next verification exercise, due to take place towards the beginning of 2026.

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 Senior Preferred Notes, Senior Non-Preferred Notes and Subordinated Notes of a particular Series may be subject to write-down/conversion upon an application of the general bail-in tool while other Series of Senior Preferred Notes, Senior Non-Preferred Notes or, as appropriate, Subordinated Notes (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 Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes, 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, such as holders of Senior Preferred Notes. 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 12*bis* 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 Subordinated Notes and the holders of the Senior Preferred Notes 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 Senior Preferred Notes, Senior Non-Preferred Notes or Subordinated Notes, 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 Senior Preferred Notes, Senior Non-Preferred Notes and Subordinated Notes may be subject to write-down/conversion into shares or other instruments of ownership on any application of the general bail-in tool and, in the case of Subordinated Notes, non-viability loss absorption.

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 or based on the leverage ratio exposure measure, according to Article 429 and 429a of the CRR II.

Revisions to the BRRD framework

The EU Banking Reform Package included Directive (EU) 2019/879, which provides for a number of significant revisions to the BRRD (known as "**BRRD II**"). BRRD II 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 was 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 €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 BRRD II will impact how credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors.

On 1 December 2021, Legislative Decree no. 193 of 8 November 2021 ("**Decree No. 193**"), implementing the BRRD II into the Italian jurisdiction, entered into force, amending Legislative Decree no. 180/2015 ("**Decree no. 180**") and the Banking Law.

The provisions set forth in the Decree No. 193 includes, among other things:

(i) Changes to the MREL regulatory framework

The amendments introduced to Legislative Decree no. 180/2015 aligned the Italian regulatory framework regulating MREL, and the criteria according to which it is determined, to the provisions set forth in BRRD II.

In particular, the amended version of Decree No. 180 clearly envisages that MREL shall be determined by the Bank of Italy on the basis of the following criteria:

- (a) the need to ensure that the application of the resolution tools to the resolution entity is adequate to meet the resolution's objectives;
- (b) the need to ensure that the resolution entity and its subsidiaries belonging to the same corporate group subject to resolution have sufficient own funds and eligible assets to ensure that, if the bail-in tool or write-down or conversion powers, respectively, were to be applied to them, losses could be absorbed and that it is possible to restore the total capital ratio and, as applicable, the leverage ratio to a level necessary to enable them to continue to comply with the conditions for authorisation, according to the regulatory framework currently in force, even if the resolution plan

envisages the possibility for certain classes of eligible liabilities to be excluded from bail-in or to be transferred in full to a recipient under a partial transfer;

- (c) the size, the business model, the funding model and the risk profile of the entity; and
- (d) the extent to which the failure of the entity would have an adverse effect on financial stability, due to the interconnectedness of the entity with other institutions or entities or with the rest of the financial system.

(ii) New ranking for subordinated instruments of banks which do not qualify as own fund

Article 91 of the Banking Law has been modified by Decree No. 193 to transpose into the Italian legislative framework the provisions envisaged by Article 48(7) of the BRRD II.

In particular, according to the amended version of Article 91, subordinated instruments which do not qualify (and no part thereof is recognised) as own funds items shall rank senior to own funds items (including any instruments only partly recognised as own funds items) and junior to senior non-preferred instruments. Moreover, if own funds items cease, in their entirety, to be classified as such, they will rank senior to own funds items but junior to senior non-preferred instruments.

The abovementioned provisions also apply to instruments issued before the entrance into force of Decree No. 193, such as 1 December 2021.

(iii) New minimum denomination requirement

Article 12-ter of the Banking Law, introduced by Decree No. 193, provides for the determination of a minimum unit value for bonds and debt securities issued by banks or investment firms equal to Euro 200,000 for subordinated bonds and other subordinated securities or Euro 150,000 for Senior Non Preferred debt instruments ("*strumenti di debito chirografario di secondo livello*").

Any contracts entered into with non professional investors and relating to investment services having as their object the instruments referred to in Article 12-ter of the Banking Law issued after 1 December 2021, that do not respect the minimum unit value, shall be declared as null and void (Article 25-quarter of the Financial Services Act, as amended by Decree No. 193).

Without prejudice to the restrictions outlined above on the sale to retail investors, the ban previously in force on the placement of Senior Non Preferred debt instruments with non qualified investors has been repealed by Article 5 of Decree No. 193.

On 24 April 2024, Directive (EU) 2024/1174 of the European Parliament and of the Council of 11 April 2024, amending Directive 2014/59/EU and Regulation (EU) 2014/806 as regards certain aspects of the minimum requirements for own funds and eligible liabilities was published in the European Official Journal (the "**Daisy Chain Act**"). Whilst the amendments to Article 12d of the SRM Regulation are directly applicable in the Member States from 14 November 2024, Member States shall adopt and publish the measures necessary to comply with the changes brought by the provisions laid down by the BRRD by 13 November 2024. The relevant implementing national acts and regulations are applicable from 14 November 2024.

Among the others, the new rules of the Daisy Chain Act aim to give the resolution authorities the power of setting internal MREL on a consolidated basis subject to certain conditions. Where the resolution authority allows a banking group to apply such consolidated treatment, the intermediate subsidiaries will not be obliged to deduct their individual holdings of internal MREL.

Moreover, the Daisy Chain Act would introduce a specific MREL treatment for "liquidation entities". Those are defined as entities within a banking group earmarked for winding-up in accordance with insolvency laws, which would, therefore, not be subject to resolution action (conversion or write-down of MREL instruments). On this basis and as a rule, liquidation entities will not be obliged to comply with an MREL requirement, unless the resolution authority decides otherwise on a case-by-case basis for financial stability protection reasons. The own funds of these liquidation entities issued to the intermediate entities will not need to be deducted except when they represent a material share of the own funds and eligible liabilities of the intermediate entity.

In light of the above, as better detailed in the SRB Communication on the Daisy Chain Act, published on 30 September 2024, according to Article 12d(2a) of the SRM Regulation, as amended by Article 2 of the Daisy Chain Act:

- (i) the SRB shall not determine the MREL for liquidation entities unless it considers justified to determine said requirement in an amount exceeding the amount sufficient to absorb losses. As per the definition laid down by the SRM Regulation, “liquidation entity” shall be read as referencing to an entity in respect of which the group resolution plan or, for an entity which is not part of a group, the resolution plan, provides that the entity is to be wound up under the normal insolvency proceedings, or an entity, within the resolution group other than a resolution entity, in respect of which the group resolution does not provide for the exercise of write-down and conversion powers; and
- (ii) Article 77(2) and Article 78(a) of the CRR, setting forth the prior authorisation regime to reduce eligible liabilities instruments, shall not apply to liquidation entities for which the board of the SRB has not determined a MREL.

The above changes apply from 14 November 2024. The SRB announced that – in line with the principles of good administration and legal certainty – in the course of 2024 resolution planning cycle, the previously adopted decisions setting the MREL at level equal to the loss absorption amount were repealed with effect as of 14 November 2024.

In addition to the above, it is worth mentioning that on 19 June 2024, the Council announced the beginning of the negotiations with the European Parliament to define the final shape of the legislative proposal on the Crisis Management and Deposits Insurance (the "**CMDI Reform**") framework. The package consists of four legislative proposals that would amend existing EU legislation: the BRRD, the Deposit Guarantee Scheme Directive ("**DGSD**") and the SRMR. New aspects of the framework could include: i) expanding the scope of resolution through a revision of the public interest assessment to include a regional impact so more eurozone banks could be brought into the resolution framework, ii) the use of deposit guarantee schemes to help banks, especially the small ones, to meet a key threshold for bearing losses of 8% of their own funds and liabilities, which then allows them to have access to the Single Resolution Fund, also funded by bank contributions, and help sell the problem banks' assets and fund their exit from the market, iii) amending the hierarchy of claims in insolvency and scrapping the "super-preference" of the DGSD to put all deposits on equal footing in an insolvency, but still above ordinary unsecured creditors with the aim of enabling the use of DGSD funds in measures other than pay out of covered deposits without violating the least cost test. On 25 June 2025, the Council and the European Parliament reached a political agreement on this proposal.

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.

Regulation (EU) No. 2019/877 of the European Parliament and of the Council of 20 May 2019 ("**SRM II Regulation**") amends the SRM Regulation as regards the loss-absorbing and recapitalization of credit institutions and investment firms.

Lastly, the SRM Regulation was amended by the Daisy Chain Act. As better detailed in the SRB Communication on the Daisy Chain Act, published on 30 September 2024, according to Article 12d(2a) of the SRM Regulation, as amended by Article 2 of the Daisy Chain Act:

- (i) the SRB shall not determine the MREL for liquidation entities unless it considers justified to determine said requirement in an amount exceeding the amount sufficient to absorb losses. As per the definition laid down by the SRM Regulation, “liquidation entity” shall be read as referencing to an entity in respect of which the group resolution plan or, for entity that is not part of a group,

the resolution plan, provides that the entity is to be wound up under the normal insolvency proceedings, or an entity, within the resolution group other than a resolution entity, in respect of which the group resolution does not provide for the exercise of write-down and conversion powers; and

- (ii) Article 77(2) and Article 78(a) of the CRR, setting forth the prior authorisation regime to reduce eligible liabilities instruments, shall not apply to liquidation entities for which the board of the SRB has not determined the MREL.

The above changes apply from 14 November 2024. The SRB announced that – in line with the principles of good administration and legal certainty – in the course of 2024 resolution planning cycle, the previously adopted decisions setting the MREL at the level equal to the loss absorption amount were repealed with effect as of 14 November 2024.

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 BRRD II described above, revisions to the provisions of the SRM Regulation (in relation to MREL) are due to change in due course. In this context, as mentioned above, it is also worth mentioning that, as part of the CMDI Reform, amendments to the SRM, have been recently proposed by the European co-legislator. The main purpose of this legislative reform is to build on the objectives of the crisis management framework and to ensure a more consistent approach to resolution so that any bank in crisis can exit the market in an orderly manner, while preserving the financial stability, taxpayer money and ensuring deposit confidence.

Regulatory and supervisory framework on non-performing exposures

Among the measures adopted at European level in order to reduce the amount of non-performing exposures in banks balance sheets within adequate levels, the following are worth mentioning:

- Regulation (EU) 630/2019 amending the CRR as regards minimum loss coverage for nonperforming exposures (the "**Loss Coverage Regulation**"): the Loss Coverage Regulation establishes, in the context of Pillar 1, the prudential treatment of the non-performing exposures where the exposure was originated prior to 26 April 2019, requiring a deduction from own funds where NPEs are not sufficiently covered by provisions or other adjustments. The Loss Coverage Regulation's purpose is to encourage timely and proactive management of the NPEs. The prudential treatment is applicable to: (i) unsecured exposures from the third year after the classification as NPEs, (ii) exposures secured by immovable collateral and residential loans guaranteed by an eligible protection provider as defined in the CRR, from the ninth year after the classification as NPEs; and (iii) secured exposures, from the seventh year after the classification as NPEs. The Loss Coverage Regulation outlines the convergence process to its full application to secured and unsecured exposures classified as NPEs for less than 3/7/9 years.
- Directive No. 2021/2167 on credit services and credit purchasers (the "**NPLs Directive**"), published by the European Commission in order to foster the development of secondary markets for nonperforming loans in EU markets by harmonizing the regulatory framework for credit servicers and credit purchasers. In accordance with Article 16, paragraph 1, of the NPLs Directive, on 16 December 2022 the EBA published its final draft of implementing technical standards (ITS) specifying the information requirements that credit institutions selling NPLs must provide to potential purchasers. The draft ITS was adopted by the European Commission and became applicable as of 20 October 2023. The NPLs Directive was transposed into Italian law by Legislative Decree No. 116 of 30 July 2024 (the "**Legislative Decree 116/2024**"), which introduced a new Chapter II, in Title V of the Banking Act 1993 entitled "purchase and management of non-performing loans and non-performing loan servicers." In implementation of the new NPLs rules included in the Banking Act 1993, on 24 July 2024 the Bank of Italy published provisions for the management of non-performing loans and launched a public consultation that ended on 23 September 2024. As of the date of this Base Prospectus, the Bank of Italy has not yet approved and published the final version of such provisions for the management of non-performing loans.

From a supervisory perspective, the ECB made the following intervention:

- Guidance to banks on non-performing loans ("**NPLs**") published by ECB on 20 March 2017 (the "**NPL Guidance**") contains recommendations and lays out the bank's approach, processes and objectives regarding the effective management of the exposures. The NPL Guidance addresses all NPEs, as well as foreclosed assets, and also touches on performing exposures with an elevated risk of turning non-performing, such as "watch-list" exposures and performing forborne exposures. According to the guidance, the banks need to establish a strategy to optimize their management of NPLs based on a self-assessment of the internal capabilities to effectively manage NPLs; the external conditions and operating environment; and the impaired portfolios specifications.
- On 15 March 2018, the ECB published the addendum to the NPL Guidance (the "**ECB Addendum**") which sets out supervisory expectations for the provisioning of exposures reclassified from performing to NPEs after 1 April 2018. In addition, the ECB's supervisory expectations for individual banks for the provisioning of the stock of NPLs (before 31 March 2018), was set out in its 2018 Supervisory Review and Evaluation Process ("**SREP**") letters and the ECB will discuss any divergences from these prudential provisioning expectations with institutions as part of future SREP exercises.
- On 22 August 2019, the ECB decided to revise its supervisory expectations for prudential provisioning of new non-performing exposures. The decision was made after taking into account the adoption of Regulation (EU) 2019/630 amending the CRR (Regulation (EU) No 575/2013) as regards minimum loss coverage for non-performing exposures published in the Official Journal of the EU on 25 April 2019, also known as the "Pillar 1 Backstop Regulation", which makes further changes to the treatment for NPEs in accordance with the Pillar 1 provisioning requirements, following principles similar to those already guiding the finalisation of the ECB Addendum.

Publication of Key EU Financial Regulations and Directives

On 14 November 2024, Regulation (EU) 2024/2809 of European Parliament and Council of 23 October 2024 amending Regulations (EU) 2017/1129 ("**Prospectus Regulation**"), (EU) No 596/2014 ("**Market Abuse Regulation**", MAR) and (EU) No 600/2014 ("**Markets in Financial Instruments Regulation**", MiFIR) to make public capital markets in the Union more attractive for companies and to facilitate access to capital for small and medium-sized enterprises was published in the Official Journal of the EU.

On 14 November 2024, Directive (EU) 2024/2811 of European Parliament and Council of 23 October 2024 amending Directive 2014/65/EU ("**Markets in Financial Instruments Directive**", MiFID II) to make public capital markets in the Union more attractive for companies and to facilitate access to capital for small and medium-sized enterprises and repealing Directive 2001/34/EC was published in the Official Journal of the EU.

On 14 November 2024, Directive (EU) 2024/2810 of the European Parliament and of the Council of 23 October 2024 on multiple-vote share structures in companies that seek admission to trading of their shares on a multilateral trading facility was published in the Official Journal of the EU.

Sustainable Finance Regulation

The banking system needs to be able to collect high quality data on companies' sustainable activities and projects to contribute to the radical transformation towards climate neutrality and sustainability, which are the basis for green finance decision-making and necessary to ensure that the banks shall comply with the regulations on the disclosure of financial and non-financial information.

Starting from May 2018, the European Commission published several legislative measures in order to promote a sustainable finance in line with the objectives of its action plan of March 2018 (and the successive reviewed sustainable finance strategy, published in July 2021), as better outlined below.

On 21 April 2021, the Commission published a proposal for the review of the Non-Financial Reporting Directive (Directive (EU) 2014/95) (the "**NFRD**"). The new Corporate Sustainability Reporting Directive (the "**CSRD**") proposes to extend the scope to listed SMEs (excluding listed microundertakings) and to not listed large companies; introduces the requirement to report according to common EU sustainability reporting standards envisaging specific standards for listed SMEs while non-listed SMEs may decide to use those standard on a voluntary basis, and a transition period of three years since the application of the

Directive; requires mandatory assurance of the reported information that should be published as part of the company's management report and in machine readable format. On November 2022 the CSRD text has been adopted by both the co-legislators and entered into force on 5 January 2023. On the 31st of July 2023, the European Commission adopted the final Delegated Act (DA) (Annex I including standards and Annex II including glossary) on the European Sustainability Reporting Standards (ESRS) mandated under the CSRD. On 26 February 2025, the European Commission adopted a package of proposals to simplify EU sustainability reporting and due diligence rules amending, *inter alia*, the CSRD through the proposal for a directive 2025/0045(COD). While the legislative process regarding the simplification of the CSRD is still ongoing, the so called the "Stop the Clock" Directive, postponing the application of some reporting requirements in the CSRD has been adopted (EU 2025/794) and must be transposed by Member States by 31 December 2025.

On 9 December 2019, Regulation (EU) 2019/2088 on sustainability - related disclosures in the financial services sector (SFDR - Sustainable Finance Disclosure Regulation) (the "**SFDR**") was published, which lays down harmonised rules for financial market participants and financial advisers on transparency. The SFDR entered into force from March 2021, but the EC was mandated to adopt regulatory technical standards regarding the ESG disclosure requirements. The three ESAs (EBA, EIOPA and ESMA) published their report in February 2021 which was finally adopted by the EC in April 2022 and are applicable from January 2023. On 14 September 2023 the Commission published a targeted consultation to seek feedback on the SFDR from industry and other stakeholders, which ended on 15 December 2023. The consultation was aimed to assess the current requirement and also to explore potential changes to disclosures and the possible creation of a product categorization system. On 20 November 2025, the European Commission adopted a legislative proposal, 2025/0361 (COD), amending the SFDR. The objective of this new proposal is to reach an effective simplification of the SFDR, restricting the scope of application and creating three new categories of products: "sustainable", "transition", and "ESG basics". The proposal for a regulation will undergo the legislative process and, once adopted, will be applicable 18 months after the entry into force.

On 9 March 2020, the European Commission Technical Expert Group on Sustainable Finance ("**TEG**") published its final report on the taxonomy, following the public consultation launched after the publication of the June 2019 report. The EU Taxonomy Regulation, which is part of the Action 1 of the Action Plan on financing sustainable growth published on 8 March 2018 by the Commission, aims to establish a unique classification system for the economic activities which can be classified as sustainable. The EU Taxonomy Regulation was published in the Official Journal of the European Union on 22 June 2020 and entered into force on 12 July 2020. So far certain delegated acts under the EU Taxonomy Regulation have been adopted by the European Commission, including a first delegated act on technical screening criteria on climate change mitigation and adaptation objectives has been adopted in April 2021; a second delegated act, supplementing Article 8 of the EU Taxonomy Regulation, on taxonomy-related disclosures has been adopted in July 2021 (specifying the content, methodology and presentation of information to be disclosed by financial and non-financial undertakings concerning the proportion of environmentally sustainable economic activities in their business, investments or lending activities); a third delegated act, complementary to the first, including technical screening criteria on nuclear and gas energy activities has been adopted in February 2022; a fourth delegated act establishing the technical screening criteria on the four environmental objectives (sustainable use and protection of water and marine resources, transition to a circular economy, pollution prevention and control and protection and restoration of biodiversity and ecosystems); a fifth delegated act amending the first delegated act on climate change mitigation and adaptation. On 4 July 2025, in the wave of the Omnibus I simplification package, the Commission published the Delegated Act implementing the Omnibus I provisions related to the EU Taxonomy Regulation. The delegated act is still under scrutiny but the simplification measures are intended to apply as from 1 January 2026 for reporting on financial year 2025, with the option for companies to voluntarily defer their application to financial year 2026.

In July 2021, the European Commission adopted a legislative proposal for the EU's Green Bond Standard (the "**EU GBS**"), a voluntary standard for bonds aligned to the EU Taxonomy. On 30 November 2023, the regulation on the "European Green Bonds and optional disclosures for bonds marketed as environmentally sustainable and for sustainability-linked bonds" was published in the EU Official Journal and entered into force on the 20 December 2023; the regulation will be applicable from 21 December 2024 with a transition period for certain requirements until 21 June 2026.

On 20 January 2021, the European Commission opened a targeted consultation on the establishment of a European single access point ("**ESAP**") for financial and non-financial information publicly disclosed by

companies. The establishment of ESAP is the first point of the new action plan on the Capital Markets Union 2020 aiming to create a register of ESG data at EU level to provide easily accessible, comparable and machine readable information through standardization of formats to remove the difficulties encountered by the various stakeholders in accessing, comparing and using companies' financial and sustainability related information. The consultation closed on 12 March 2021. On 27 November 2023, the Council of the European Union adopted the final texts of the ESAP legislative package. Regulation (EU) 2023/2859 of 13 December 2023 was published in the Official Journal of the EU on 20 December 2023, establishing a European single access point providing centralised access to publicly available information of relevance to financial services, capital markets and sustainability. Regulation (EU) 2023/2859 entered into force on 9 January 2024. By 10 July 2027, ESMA shall establish and operate the ESAP, providing centralised electronic access to the relevant information.

On 21 April 2021, the European Commission published a package of measures on Sustainable Finance, which included proposals for inclusion of ESG into the existing MiFID II. Starting from August 2022, the financial advisors are required to gather information about ESG preferences of clients and take them into consideration when providing advice or propose financial products. Additionally, the financial institutions are requested to integrate sustainability factors, risks and preferences into organizational and operational processes. The delegated acts, namely Commission Delegated Regulation (EU) 2021/1253 and Commission Delegated Regulation 2021/1269, were published in the Official Journal of the European Union on 2 August 2021 and applied from 22 November 2022.

On 12 October 2023, the EBA published a report on the role of environmental and social risks in the prudential framework of credit institutions and investment firms. Taking a risk-based approach, the report recommends targeted enhancements to accelerate the integration of environmental and social risks across the Pillar 1. In particular, the EBA proposed to: (i) including environmental risk as part of stress testing programmes under both the internal ratings-based (IRB) and the internal model approaches (IMA) under the FRTB; (ii) encourage inclusion of environmental and social factors as part of external assessment by the credit rating agencies; (iii) encourage the inclusion of environmental and social factors as part of the due diligence requirements and evaluation of immovable property collateral; (iv) require institutions to identify whether environmental and social factors constitute triggers of operational risk losses; and (v) progressively develop environment-related concentration risk metrics as part of supervisory reporting.

On 26 February 2025, the European Commission adopted a package of directives proposals to simplify EU rules and boost competitiveness. These first 'Omnibus' packages, bringing together proposals in a number of related legislative fields, cover a far-reaching simplification in the fields of sustainable finance reporting, sustainability due diligence, EU Taxonomy, carbon border adjustment mechanism, and European investment programmes.

The proposals aim at reducing complexity of EU requirements for all businesses, notably SMEs and small mid-caps (SMCs), focus the regulatory framework on the largest companies which are likely to have a bigger impact on the climate and the environment, while still enabling companies to access sustainable finance for their clean transition. As part of this legislative package, the "stop-the-clock" Directive - the first to be adopted - was published in the Official Journal of the European Union on 16 April 2025.

OVERVIEW OF THE FINANCIAL INFORMATION OF THE INTESA SANPAOLO GROUP

Audited Consolidated Annual Financial Statements

The annual financial information below as at and for the years ended 31 December 2024 and 31 December 2023 has been derived respectively from the 2024 Audited Financial Statements and from the 2023 Audited Financial Statements presented for comparison in 2024.

Half-Yearly Financial Statements

The half-yearly financial information below as at and for the six months ended 30 June 2025 and for the six months ended 30 June 2024 has been derived respectively from the 2025 Unaudited Half-Yearly Financial Statements and from the unaudited half-yearly condensed consolidated financial statements of the Intesa Sanpaolo Group as at and for the six months ended 30 June 2024 presented for comparison in 2025.

Incorporation by Reference

Both the 2024 Audited Financial Statements and the 2023 Audited Financial Statements, and the 2025 Unaudited Half-Yearly Financial Statements referred to above are incorporated by reference in this Base Prospectus (see "*Information Incorporated by Reference*"). The financial information set out below forms only part of, should be read in conjunction with and is qualified in its entirety by reference to the above mentioned audited consolidated annual financial statements and unaudited half-yearly condensed consolidated financial statements, together with the accompanying notes and independent auditors' reports.

Accounting Principles

The audited consolidated annual financial statements and the unaudited half-yearly condensed consolidated financial statements referred to above have been prepared in accordance with the accounting principles issued by the International Accounting Standards Board and the relative interpretations of the International Financial Reporting Standards - Interpretations Committee (**IFRS-IC**), otherwise known as International Accounting Standards and International Financial Reporting Standards ("**IAS/IFRS**"), as adopted by the European Union under Regulation (EC) 1606/2002. In particular, the unaudited half-yearly condensed consolidated financial statements referred to above have been prepared in compliance with the IAS/IFRS issued by the International Accounting Standards Board ("**IASB**") and the relative interpretations of the International Financial Reporting Standards - Interpretations Committee (**IFRS-IC**) endorsed by the European Commission, as provided for by EU Regulation 1606 of 19 July 2002 and in force as at 30 June 2025. Further, the 2025 Unaudited Half-Yearly Financial Statements are prepared in accordance with IAS 34 requirements, which regulate interim financial reporting, on a basis consistent with that of the 2024 Audited Financial Statements.

The updated information as at 30 September 2025 on the impact for the Group of the military conflict between Russia and Ukraine – also taking into account the indications provided by the authorities and the IASB, together with the application decisions made by Intesa Sanpaolo – is reported in the section "*Description of Intesa Sanpaolo S.p.A. - Intesa Sanpaolo in 2025 – Highlights*", of this Base Prospectus.

With regard to the changes in the accounting regulations, considering the significance for the Intesa Sanpaolo Group and, in particular, for the insurance companies, it is primarily noted that IFRS 17 Insurance Contracts, published by the IASB in May 2017 and subject to subsequent amendments, endorsed with Regulation (EU) no. 2036/2021 of 19 November 2021, is applied from 1 January 2023.

For further details on the first adoption of the new principle IFRS 17 and IFRS 9 for the Group's insurance companies, please refer to section "*Transition to IFRS 17 Insurance Contracts and IFRS 9 Financial Instruments by the Group's insurance companies*" included in the 2023 Audited Financial Statements and to section "*Effects of first time adoption of IFRS 17 and IFRS 9 for the Group's insurance companies*" included in the 2023 Audited Financial Statements.

A summary of the endorsing Regulations in force since 2023 is provided below (for more details please refer to "*Notes to the consolidated financial statements – Part A – Accounting policies*" of the Intesa Sanpaolo Group 2023 Annual Report and the 2024 Annual Report and to "*Accounting Policies – General preparation principles*" of the Half-Yearly Report as at 30 June 2025).

Regulation endorsement in force since 1 January 2023:

- **Regulation 357/2022** of 2 March 2022: this Regulation adopts several narrow-scope amendments and clarifications to support entities in applying materiality judgements in illustrating accounting policies (amendments to IAS 1) and distinguishing between accounting policies and estimates (amendments to IAS 8). Therefore, it does not have significant impacts on the Group, even though it could be a useful reference for analyses and for improving financial statement disclosure.
- **Regulation no. 1392/2022** of 11 August 2022: the European Commission adopted the amendment to IAS 12 Income Taxes “Deferred Tax Related to Assets and Liabilities Arising from a Single Transaction”, published by the IASB on 7 May 2021. The amendments clarify how companies have to account for deferred taxes on transactions such as leases and decommissioning obligations and aim to reduce diversity in the reporting of deferred tax assets and liabilities on those transactions. These amendments don’t have significant impacts on the Group.
- **Regulation no. 2468/2023** of 8 November 2023: this Regulation amends IAS 12 Income Taxes with respect to the international tax reform. The amendments introduced a mandatory temporary exception from accounting for deferred taxes arising from the implementation of the OECD’s Pillar 2 model rules, as well as targeted disclosures for affected entities to be provided in interim and annual financial statements.

Regulation endorsement in force since 1 January 2024:

- **Regulation no. 2579/2023** of 20 November 2023: this Regulation amends IFRS 16 Leases with respect to lease liabilities in a sale and leaseback transaction, published by the IASB on 22 September 2022. The limited amendments introduced relate to the recognition of sale and leaseback transactions by the seller-lessee in the event of variable lease payments and when the transfer of the asset is a sale pursuant to IFRS 15. The amendments are mandatory for annual reporting periods beginning on or after 1 January 2024. These amendments are not particularly significant for the Intesa Sanpaolo Group given the characteristics of its existing sale and leaseback agreements, which have no variable or insignificant variable payments.
- **Regulation no. 2822/2023** of 19 December 2023: this Regulation introduces some limited amendments to IAS 1 Presentation of Financial Statements. The clarifications aim to promote consistency in applying IAS 1 across companies to determine whether, in the statement of financial position, payables and other liabilities with an uncertain settlement date are to be classified as current (due or potentially to be paid within one year) or non-current. Given the content of the amendment and the obligation to apply the formats set forth in Bank of Italy Circular no. 262/05, the proposed limited amendments to IAS 1 are not significant for banks.
- **Regulation no. 1317/2024** of 15 May 2024: this Regulation amends IAS 7 Statement of Cash Flows and IFRS 7 Financial Instruments. The proposed amendments concern entities that enter into finance agreements in the role of purchasers, and not the financing entities. Therefore, the case has no direct effect for the Intesa Sanpaolo Group, which acts solely as a financier in supply finance arrangements.

Regulation endorsement in force since 1 January 2025:

- **Regulation no. 2862/2024 of 12 November 2024**: this Regulation amends IAS 21 The Effects of Changes in Foreign Exchange Rates, specifying when a currency is exchangeable into another currency and how to determine the exchange rate when it is not and the disclosure required. The amendments mainly include the introduction of the definition of “exchangeability”²⁹ and an application guidance to assist entities in determining when a currency is exchangeable (for example, by clarifying how to assess the time frame to obtain the currency).

²⁹ IAS 21.8: “A currency is exchangeable into another currency when an entity is able to obtain the other currency within a time frame that allows for a normal administrative delay and through a market or exchange mechanism in which an exchange transaction would create enforceable rights and obligations.”

It should be noted that the amendments do not provide guidance on how to estimate exchange rates when the currency is not exchangeable; instead, detailed disclosure is required to enable readers to understand the methodologies adopted and the impacts on the financial statements.

As also noted by the IASB the cases subject to regulatory intervention are not frequent. Therefore, given the current context, these amendments are not expected to be particularly significant for the Intesa Sanpaolo Group.

As reported in the half-yearly financial information below as at and for the six months ended on 30 June 2025 and taking into account the updated information published in the Interim Statement at 30 September 2025, since the conditions pursuant to IFRS 5 have been met, the assets held for sale as at 30 September 2025 mainly include: (i) the investment in Cronos Vita Assicurazioni, in which Intesa Sanpaolo Assicurazioni (formerly Intesa Sanpaolo Vita) holds a 22.5% stake, as part of the system-wide transaction aimed at protecting the policyholders of Eurovita involving the five leading Italian insurance companies. The demerger of Cronos Vita's assets became effective on 1 October 2025; (ii) properties, including those involved in the agreement signed between Intesa Sanpaolo and COIMA on 19 April 2024, for a total amount of around €0.5 billion; (iii) a portfolio of non-performing loans totalling around €0.1 billion gross due to be sold to an alternative investment fund; as part of a project initiated in the second quarter of 2025 and completed in October 2025.

With regard to the portfolio of non-performing loans recognised under assets held for sale as at 30 June 2025, mainly consisting of bad loans and unlikely-to-pay exposures amounting to €0.1 billion gross, the disposal was completed in the third quarter.

With regard to the portfolios of non-performing loans recognised under assets held for sale as at 31 December 2024, mainly consisting of bad loans and unlikely-to-pay exposures amounting to €0.3 billion gross, the disposals were completed during the first half of 2025.

The 2025 Unaudited Half-Yearly Financial Statements are complemented by certification of the Managing Director – CEO and the Manager responsible for preparing the Intesa Sanpaolo Group's financial reports pursuant to Article 154-bis of Legislative Decree 58/1998 (Consolidated Law on Finance) and have been reviewed by the Independent Auditors EY S.p.A.

INTESA SANPAOLO GROUP
CONSOLIDATED ANNUAL BALANCE SHEET
AS AT 31 DECEMBER 2024

The annual financial information below includes comparative figures as at 31 December 2023.

| Assets | 31.12.2024 | 31.12.2023 |
|--|---------------------------|-------------------|
| | Audited | Audited |
| | <i>(in millions of €)</i> | |
| Cash and cash equivalents..... | 40,533 | 89,270 |
| Financial assets measured at fair value through profit or loss..... | 150,943 | 144,594 |
| <i>a) financial assets held for trading.....</i> | 41,439 | 38,163 |
| <i>b) financial assets designated at fair value</i> | 6 | 1 |
| <i>c) other financial assets mandatorily measured at fair value</i> | 109,498 | 106,430 |
| Financial assets measured at fair value through other comprehensive income | 150,269 | 140,753 |
| Financial assets measured at amortised cost..... | 518,702 | 518,950 |
| <i>a) due from banks.....</i> | 38,460 | 32,899 |
| <i>b) loans to customers.....</i> | 480,242 | 486,051 |
| Hedging derivatives | 6,505 | 7,006 |
| Fair value change of financial assets in hedged portfolios (+/-) | -3,602 | -5,695 |
| Investments in associates and companies subject to joint control..... | 3,036 | 2,501 |
| Insurance assets..... | 693 | 813 |
| <i>a) insurance contracts issued that are assets</i> | 444 | 412 |
| <i>b) reinsurance contracts held that are assets</i> | 249 | 401 |
| Property and equipment | 9,024 | 9,825 |
| Intangible assets | 9,860 | 9,524 |
| <i>of which:</i> | | |
| - goodwill | 3,697 | 3,672 |
| Tax assets..... | 12,916 | 14,533 |
| <i>a) current</i> | 1,650 | 1,932 |
| <i>b) deferred.....</i> | 11,266 | 12,601 |
| Non-current assets held for sale and discontinued operations..... | 667 | 264 |
| Other assets | 33,739 | 31,232 |
| Total Assets..... | 933,285 | 963,570 |

INTESA SANPAOLO GROUP
CONSOLIDATED ANNUAL BALANCE SHEET
AS AT 31 DECEMBER 2024

The annual financial information below includes comparative figures as at 31 December 2023.

| Liabilities and Shareholders' Equity | 31.12.2024 | 31.12.2023 |
|---|---------------------------|-------------------|
| | Audited | Audited |
| | <i>(in millions of €)</i> | |
| Financial liabilities measured at amortised cost | 599,620 | 642,119 |
| <i>a) due to banks</i> | 45,794 | 93,242 |
| <i>b) due to customers</i> | 443,457 | 440,449 |
| <i>c) securities issued</i> | 110,369 | 108,428 |
| Financial liabilities held for trading..... | 42,882 | 43,493 |
| Financial liabilities designated at fair value..... | 74,083 | 72,782 |
| Hedging derivatives | 4,410 | 5,188 |
| Fair value change of financial liabilities in hedged portfolios (+/-)..... | -1,819 | -3,967 |
| Tax liabilities..... | 2,097 | 1,946 |
| <i>a) current</i> | 383 | 458 |
| <i>b) deferred</i> | 1,714 | 1,488 |
| Liabilities associated with non-current assets held for sale and discontinued operations..... | 5 | 2 |
| Other liabilities..... | 15,014 | 12,741 |
| Employee termination indemnities..... | 706 | 767 |
| Allowances for risks and charges | 4,885 | 4,523 |
| <i>a) commitments and guarantees given</i> | 601 | 524 |
| <i>b) post-employment benefits</i> | 98 | 98 |
| <i>c) other allowances for risks and charges</i> | 4,186 | 3,901 |
| Insurance liabilities | 126,081 | 119,849 |
| <i>a) insurance contracts issued that are liabilities</i> | 126,013 | 119,674 |
| <i>b) reinsurance contracts held that are liabilities</i> | 68 | 175 |
| Valuation reserves..... | -2,332 | -2,009 |
| Redeemable shares..... | - | - |
| Equity instruments | 8,706 | 7,948 |
| Reserves..... | 15,367 | 14,697 |
| Interim dividend (-)..... | -3,022 | -2,629 |
| Share premium reserve..... | 27,601 | 28,003 |
| Share capital..... | 10,369 | 10,369 |
| Treasury shares (-)..... | -179 | -140 |
| Minority interests (+/-)..... | 145 | 164 |
| Net income (loss) (+/-)..... | 8,666 | 7,724 |
| Total Liabilities and Shareholders' Equity | 933,285 | 963,570 |

INTESA SANPAOLO GROUP
CONSOLIDATED ANNUAL STATEMENT OF INCOME FOR THE YEAR ENDED
31 DECEMBER 2024

The annual financial information below includes comparative figures for the year ended 2023.

| | 31.12.2024 | 31.12.2023 |
|--|---------------------------|-------------------|
| | Audited | Audited |
| | <i>(in millions of €)</i> | |
| Interest and similar income | 34,602 | 32,525 |
| <i>of which: interest income calculated using the effective interest rate method</i> | <i>29,438</i> | <i>28,482</i> |
| Interest and similar expense | -16,512 | -15,589 |
| Interest margin | 18,090 | 16,936 |
| Fee and commission income | 11,392 | 10,528 |
| Fee and commission expense | -2,781 | -2,727 |
| Net fee and commission income | 8,611 | 7,801 |
| Dividend and similar income | 800 | 660 |
| Profits (Losses) on trading | 493 | 513 |
| Fair value adjustments in hedge accounting | 7 | -59 |
| Profits (Losses) on disposal or repurchase of: | 57 | -467 |
| <i>a) financial assets measured at amortised cost</i> | <i>50</i> | <i>-58</i> |
| <i>b) financial assets measured at fair value through other comprehensive income</i> | <i>10</i> | <i>-445</i> |
| <i>c) financial liabilities</i> | <i>-3</i> | <i>36</i> |
| Profits (Losses) on other financial assets and liabilities measured at fair value through profit or loss | 2,635 | 2,367 |
| <i>a) financial assets and liabilities designated at fair value</i> | <i>-5,342</i> | <i>-3,619</i> |
| <i>b) other financial assets mandatorily measured at fair value</i> | <i>7,977</i> | <i>5,986</i> |
| Net interest and other banking income | 30,693 | 27,751 |
| Net losses/recoveries for credit risk associated with: | -1,139 | -1,416 |
| <i>a) financial assets measured at amortised cost</i> | <i>-1,131</i> | <i>-1,359</i> |
| <i>b) financial assets measured at fair value through other comprehensive income</i> | <i>-8</i> | <i>-57</i> |
| Profits (Losses) on changes in contracts without derecognition | -28 | -29 |
| Net income from banking activities | 29,526 | 26,306 |
| Insurance service result | 1,653 | 2,038 |
| <i>a) insurance revenue arising from insurance contracts issued</i> | <i>3,169</i> | <i>3,118</i> |
| <i>b) insurance service expenses arising from insurance contracts issued</i> | <i>-1,446</i> | <i>-1,090</i> |
| <i>c) insurance revenue arising from reinsurance contracts held</i> | <i>99</i> | <i>177</i> |
| <i>d) insurance service expenses arising from reinsurance contracts held</i> | <i>-169</i> | <i>-167</i> |
| Balance of financial income and expenses related to insurance operations | -5,804 | -5,318 |
| <i>a) net financial expenses/revenue related to insurance contracts issued</i> | <i>-5,805</i> | <i>-5,319</i> |
| <i>b) net financial expenses/revenue related to reinsurance contracts held</i> | <i>1</i> | <i>1</i> |
| Net income from banking and insurance activities | 25,375 | 23,026 |
| Administrative expenses: | -11,997 | -11,505 |
| <i>a) personnel expenses</i> | <i>-7,422</i> | <i>-6,781</i> |
| <i>b) other administrative expenses</i> | <i>-4,575</i> | <i>-4,724</i> |
| Net provisions for risks and charges | -667 | -326 |
| <i>a) commitments and guarantees given</i> | <i>-80</i> | <i>50</i> |
| <i>b) other net provisions</i> | <i>-587</i> | <i>-376</i> |
| Net adjustments to / recoveries on property and equipment | -647 | -684 |
| Net adjustments to / recoveries on intangible assets | -1,111 | -973 |
| Other operating expenses (income) | 1,161 | 910 |
| Operating expenses | -13,261 | -12,578 |
| Profits (Losses) on investments in associates and companies subject to joint control | -32 | 163 |
| Valuation differences on property, equipment and intangible assets measured at fair value | -23 | -33 |
| Goodwill impairment | - | - |
| Profits (Losses) on disposal of investments | -1 | 168 |
| Income (Loss) before tax from continuing operations | 12,058 | 10,746 |
| Taxes on income from continuing operations | -3,399 | -2,994 |
| Income (Loss) after tax from continuing operations | 8,659 | 7,752 |
| Income (Loss) after tax from discontinued operations | - | - |
| Net income (loss) | 8,659 | 7,752 |
| Minority interests | 7 | -28 |
| Parent Company's net income (loss) | 8,666 | 7,724 |
| Basic EPS – Euro | 0.48 | 0.42 |
| Diluted EPS – Euro | 0.48 | 0.42 |

INTESA SANPAOLO GROUP
CONSOLIDATED HALF-YEARLY BALANCE SHEET
AS AT 30 JUNE 2025

The half-yearly information below includes comparative figures as at 31 December 2024.

| Assets | 30.06.2025 | 31.12.2024 |
|--|---------------------------|-------------------|
| | Unaudited | Audited |
| | <i>(in millions of €)</i> | |
| Cash and cash equivalents..... | 41,864 | 40,533 |
| Financial assets measured at fair value through profit or loss..... | 155,621 | 150,943 |
| <i>a) financial assets held for trading.....</i> | <i>46,152</i> | <i>41,439</i> |
| <i>b) financial assets designated at fair value.....</i> | <i>5</i> | <i>6</i> |
| <i>c) other financial assets mandatorily measured at fair value.....</i> | <i>109,464</i> | <i>109,498</i> |
| Financial assets measured at fair value through other comprehensive income | 161,540 | 150,269 |
| Financial assets measured at amortised cost..... | 517,443 | 518,702 |
| <i>a) due from banks.....</i> | <i>38,552</i> | <i>38,460</i> |
| <i>b) loans to customers.....</i> | <i>478,891</i> | <i>480,242</i> |
| Hedging derivatives..... | 7,092 | 6,505 |
| Fair value change of financial assets in hedged portfolios (+/-)..... | -4,707 | -3,602 |
| Investments in associates and companies subject to joint control..... | 3,005 | 3,036 |
| Insurance assets..... | 733 | 693 |
| <i>a) insurance contracts issued that are assets.....</i> | <i>510</i> | <i>444</i> |
| <i>b) reinsurance contracts held that are assets.....</i> | <i>223</i> | <i>249</i> |
| Property and equipment..... | 8,659 | 9,024 |
| Intangible assets | 9,790 | 9,860 |
| <i>of which:.....</i> | | |
| - <i>goodwill.....</i> | <i>3,698</i> | <i>3,697</i> |
| Tax assets | 11,590 | 12,916 |
| <i>a) current.....</i> | <i>1,380</i> | <i>1,650</i> |
| <i>b) deferred.....</i> | <i>10,210</i> | <i>11,266</i> |
| Non-current assets held for sale and discontinued operations..... | 744 | 667 |
| Other assets | 30,078 | 33,739 |
| Total assets..... | 943,452 | 933,285 |

INTESA SANPAOLO GROUP
CONSOLIDATED HALF-YEARLY BALANCE SHEET
AS AT 30 JUNE 2025

The half-yearly information below includes comparative figures as at 31 December 2024.

| Liabilities and Shareholders' Equity | 30.06.2025 | 31.12.2024 |
|---|---------------------------|-------------------|
| | Unaudited | Audited |
| | <i>(in millions of €)</i> | |
| Financial liabilities measured at amortised cost..... | 603,061 | 599,620 |
| <i>a) due to banks</i> | 64,533 | 45,794 |
| <i>b) due to customers</i> | 435,638 | 443,457 |
| <i>c) securities issued</i> | 102,890 | 110,369 |
| Financial liabilities held for trading..... | 41,877 | 42,882 |
| Financial liabilities designated at fair value..... | 72,617 | 74,083 |
| Hedging derivatives..... | 3,230 | 4,410 |
| Fair value change of financial liabilities in hedged portfolios (+/-)..... | -1,799 | -1,819 |
| Tax liabilities..... | 2,358 | 2,097 |
| <i>a) current</i> | 436 | 383 |
| <i>b) deferred</i> | 1,922 | 1,714 |
| Liabilities associated with non-current assets held for sale and discontinued operations..... | 10 | 5 |
| Other liabilities..... | 23,655 | 15,014 |
| Employee termination indemnities..... | 644 | 706 |
| Allowances for risks and charges..... | 3,999 | 4,885 |
| <i>a) commitments and guarantees given</i> | 587 | 601 |
| <i>b) post-employment benefits</i> | 75 | 98 |
| <i>c) other allowances for risks and charges</i> | 3,337 | 4,186 |
| Insurance liabilities..... | 127,142 | 126,081 |
| <i>a) insurance contracts issued that are liabilities</i> | 127,087 | 126,013 |
| <i>b) reinsurance contracts held that are liabilities</i> | 55 | 68 |
| Valuation reserves..... | -1,882 | -2,332 |
| Redeemable shares..... | - | - |
| Equity instruments..... | 8,559 | 8,706 |
| Reserves..... | 18,589 | 15,367 |
| Interim dividend (-)..... | - | -3,022 |
| Share premium reserve..... | 26,575 | 27,601 |
| Share capital..... | 10,369 | 10,369 |
| Treasury shares (-)..... | -907 | -179 |
| Minority interests (+/-)..... | 139 | 145 |
| Net income (loss) (+/-)..... | 5,216 | 8,666 |
| Total liabilities and shareholders' equity..... | 943,452 | 933,285 |

INTESA SANPAOLO GROUP
CONSOLIDATED HALF-YEARLY STATEMENT OF INCOME
FOR THE SIX MONTHS ENDED 30 JUNE 2025

The half-yearly financial information below includes comparative figures for the six months ended 30 June 2024.

| | <u>30.06.2025</u> | <u>30.06.2024</u> |
|---|---------------------------|-------------------|
| | <u>Unaudited</u> | <u>Unaudited</u> |
| | <i>(in millions of €)</i> | |
| Interest and similar income | 14,398 | 17,974 |
| <i>of which: interest income calculated using the effective interest rate method.....</i> | <i>12,790</i> | <i>15,175</i> |
| Interest and similar expense | -5,697 | -8,855 |
| Interest margin | 8,701 | 9,119 |
| Fee and commission income | 5,812 | 5,580 |
| Fee and commission expense | -1,421 | -1,332 |
| Net fee and commission income | 4,391 | 4,248 |
| Dividend and similar income..... | 530 | 436 |
| Profits (Losses) on trading..... | 811 | 20 |
| Fair value adjustments in hedge accounting | -14 | -5 |
| Profits (Losses) on disposal or repurchase of: | 92 | 105 |
| <i>a) financial assets measured at amortised cost</i> | <i>101</i> | <i>81</i> |
| <i>b) financial assets measured at fair value through other comprehensive income</i> | <i>38</i> | <i>20</i> |
| <i>c) financial liabilities</i> | <i>-47</i> | <i>4</i> |
| Profits (Losses) on other financial assets and liabilities measured at fair value through profit or loss..... | 103 | 1,387 |
| <i>a) financial assets and liabilities designated at fair value.....</i> | <i>-213</i> | <i>-2,850</i> |
| <i>b) other financial assets mandatorily measured at fair value.....</i> | <i>316</i> | <i>4,237</i> |
| Net interest and other banking income | 14,614 | 15,310 |
| Net losses/recoveries for credit risk associated with:..... | -645 | -573 |
| <i>a) financial assets measured at amortised cost</i> | <i>-578</i> | <i>-593</i> |
| <i>b) financial assets measured at fair value through other comprehensive income</i> | <i>-67</i> | <i>20</i> |
| Profits (Losses) on changes in contracts without derecognition | -9 | -7 |
| Net income from banking activities | 13,960 | 14,730 |
| Insurance service result | 900 | 854 |
| <i>a) insurance revenue arising from insurance contracts issued.....</i> | <i>1,646</i> | <i>1,569</i> |
| <i>b) insurance service expenses arising from insurance contracts issued</i> | <i>-705</i> | <i>-686</i> |
| <i>c) insurance revenue arising from reinsurance contracts held.....</i> | <i>36</i> | <i>62</i> |
| <i>d) insurance service expenses arising from reinsurance contracts held.....</i> | <i>-77</i> | <i>-91</i> |
| Balance of financial income and expenses related to insurance operations . | -1,882 | -2,828 |
| <i>a) net financial expenses/revenue related to insurance contracts issued.....</i> | <i>-1,883</i> | <i>-2,827</i> |
| <i>b) net financial expenses/revenue related to reinsurance contracts held.....</i> | <i>1</i> | <i>-1</i> |
| Net income from banking and insurance activities | 12,978 | 12,756 |
| Administrative expenses: | -5,065 | -5,341 |
| <i>a) personnel expenses.....</i> | <i>-3,078</i> | <i>-3,090</i> |
| <i>b) other administrative expenses</i> | <i>-1,987</i> | <i>-2,251</i> |
| Net provisions for risks and charges..... | -75 | -209 |
| <i>a) commitments and guarantees given.....</i> | <i>15</i> | <i>31</i> |
| <i>b) other net provisions.....</i> | <i>-90</i> | <i>-240</i> |
| Net adjustments to / recoveries on property and equipment | -297 | -317 |
| Net adjustments to / recoveries on intangible assets | -551 | -499 |
| Other operating expenses (income) | 558 | 423 |
| Operating expenses | -5,430 | -5,943 |
| Profits (Losses) on investments in associates and companies subject to joint control..... | 3 | 93 |
| Valuation differences on property, equipment and intangible assets measured at fair value | - | 2 |
| Goodwill impairment | - | - |
| Profits (Losses) on disposal of investments..... | 57 | - |
| Income (Loss) before tax from continuing operations | 7,608 | 6,908 |
| Taxes on income from continuing operations..... | -2,376 | -2,130 |
| Income (Loss) after tax from continuing operations | 5,232 | 4,778 |
| Income (Loss) after tax from discontinued operations..... | - | - |
| Net income (loss) | 5,232 | 4,778 |
| Minority interests | -16 | -12 |
| Parent Company's net income (loss) | 5,216 | 4,766 |
| Basic EPS - Euro | 0.29 | 0.26 |
| Diluted EPS - Euro | 0.29 | 0.26 |

TAXATION

ITALIAN TAXATION

The statements herein regarding taxation are based on the laws in force as at 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 summary 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 Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as distributors in securities or commodities) may be subject to special rules. Prospective purchasers of the Notes are advised to consult their own tax advisers concerning the overall tax consequences of their ownership of the Notes. This summary is based upon the laws and/or practice in force as at the date of this Base Prospectus. Italian tax laws and interpretations may be subject to frequent changes which could be made on a retroactive basis.

Italian legal or tax concepts may not be identical to the concepts described by the same English term as they exist under terms of different jurisdictions and any legal or tax concept expressed by using the relevant Italian term shall prevail over the corresponding concept expressed in English terms.

In this Italian Taxation section any reference to (i) the Notes includes also the Coupons and (ii) the Noteholders includes also the Couponholders, where the context so admits.

Taxation of the Notes

Tax treatment of the Notes

Italian Legislative Decree No. 239 of 1 April 1996, as subsequently amended and supplemented ("**Decree No. 239**") sets out the applicable tax treatment of interest, premium and other income (including the difference between the redemption amount and the issue price) (hereinafter collectively referred to as "**Interest**") deriving from notes falling within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) issued by, *inter alia*, Italian banks.

The provisions of Decree No. 239 only apply to notes issued by the Issuer to the extent that they qualify as bonds or debentures similar to bonds pursuant to Article 44 of Presidential Decree No. 917 of 22 December 1986, as amended and supplemented. For these purposes, securities similar to bonds (*titoli similari alle obbligazioni*) are securities that: (a) incorporate an unconditional obligation of the Issuer to pay at maturity an amount not lower than their nominal value, with or without the payment of periodic interest, (b) do not give any right to directly or indirectly participate in the management of the Issuer or to the business in connection to which the securities were issued, nor to control the same, and (c) do not provide for a remuneration which is entirely linked to the profits of the Issuer, or other companies belonging to the same group or to the business in respect of which the securities have been issued.

The tax regime set forth by Decree No. 239 also applies to Interest from regulatory capital financial instruments complying with EU and Italian regulatory principles, issued by, *inter alia*, Italian banks, other than shares and assimilated instruments, as set out by Article 2, paragraph 22, of Law Decree No. 138 of 13 August 2011, as converted with amendments by Law No. 148 of 14 September 2011 and as further amended.

Otherwise, Notes that do not qualify as debentures similar to bonds may be characterized for Italian tax purposes as "atypical securities" and as such regulated by Law Decree No. 512 of 30 September 1983.

Italian resident Noteholders

Pursuant to Decree No. 239, where the Italian resident holder of Notes that qualify as *obbligazioni* or *titoli similari alle obbligazioni*, who is the beneficial owner of Interest payments under such Notes, is:

- (a) an individual not engaged in an entrepreneurial activity to which the Notes are connected; or
- (b) a partnership (other than a *società in nome collettivo* or *società in accomandita semplice* or similar partnership), or a de facto partnership not carrying out commercial activities or professional association; or

- (c) private or public institutions, other than companies, trusts not carrying out mainly or exclusively commercial activities, the Italian State and public and territorial entities; or
- (d) an investor exempt from Italian corporate income taxation.

Interest payments relating to the Notes are subject to a tax, referred to as *imposta sostitutiva*, levied at the rate of 26 per cent. (either when Interest is paid or when payment thereof is obtained by the holder on a sale of the Notes). All the above categories are qualified as "net recipients" (unless they have entrusted the management of his financial assets, including the Notes, to an authorised intermediary and have opted for the so-called "*regime del risparmio gestito*" (the "**Asset Management Regime**") according to Article 7 of Italian Legislative Decree No. 461 of 21 November 1997, as amended ("**Decree No. 461**")).

Where the resident holders of the Notes described above under (a) and (c) above are engaged in an entrepreneurial activity to which the Notes are connected, *imposta sostitutiva* applies as a provisional income tax. Interest will be included in the relevant beneficial owner's Italian income tax return and will be subject to Italian ordinary income taxation and the *imposta sostitutiva* may be recovered as a deduction from the Italian income tax due.

Subject to certain limitations and conditions (including a minimum holding period), Interest in respect of Notes that qualify as *obbligazioni* or *titoli similari alle obbligazioni* received by Italian resident individuals holding the Notes not in connection with an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 may be exempt from taxation, including the 26 per cent. *imposta sostitutiva*, if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth by Italian law as amended and supplemented from time to time.

Pursuant to Decree No. 239, the 26 per cent. *imposta sostitutiva* is applied by banks, *società di intermediazione mobiliare* (so-called "**SIMs**"), fiduciary companies, *società di gestione del risparmio* ("**SGRs**"), stock brokers and other qualified entities identified by a decree of the Ministry of Finance ("**Intermediaries**" and each an "**Intermediary**"). An Intermediary must (i) be (a) resident in Italy, or (b) a permanent establishments in Italy of a non Italian resident Intermediary or (c) an entity or a company not resident in Italy, acting through a system of centralised administration of securities and directly connected with the Department of Revenue of Italian Ministry of Finance having appointed an Italian representative for the purposes of Decree No. 239 and (ii) intervene, in any way, in the collection of Interest or, also as transferees, in transfers or disposals of the Notes. For the purpose of the application of the *imposta sostitutiva*, a transfer of Notes includes any assignment or other act, either with or without consideration, which results in a change of the ownership of the relevant Notes or in a change of the Intermediary with which the Notes are deposited.

Where the Notes are not deposited with an Intermediary meeting the requirements under (i) and (ii) above, the *imposta sostitutiva* is applied and withheld by any Italian intermediary paying Interest to the holders of the Notes or, absent that, by the Issuer.

Payments of Interest in respect of Notes that qualify as *obbligazioni* or *titoli similari alle obbligazioni* are not subject to the 26 per cent. *imposta sostitutiva* if made to beneficial owners who are: (i) Italian resident corporations or permanent establishments in Italy of foreign corporations to which the Notes are effectively connected; (ii) Italian resident partnerships carrying out commercial activities (*società in nome collettivo* or *società in accomandita semplice*); (iii) Italian resident open-ended or closed-ended collective investment funds, investment companies with a variable capital ("**SICAVs**"), investment companies with fixed capital ("**SICAFs**"), other than Real Estate Funds (as defined below) (together the "**Funds**" and each a "**Fund**"); (iv) Italian resident pension funds referred to in Legislative Decree No. 252 of 5 December 2005 ("**Decree No. 252**"); (v) Italian real estate investment companies with fixed capital ("**Real Estate SICAFs**") and Italian resident real estate investment funds (together with Real Estate SICAFs, the "**Real Estate Funds**"); and (vi) Italian resident holders of the Notes included in the abovementioned "net recipients" categories who have entrusted the management of their financial assets, including the Notes, to an authorised financial Intermediary and have opted for the Asset Management Regime.

Such categories are qualified as "gross recipients". To ensure payment of Interest in respect of the Notes without the application of 26 per cent. *imposta sostitutiva*, gross recipients indicated above must: (a) be the beneficial owners of payments of Interest on the Notes and (b) deposit the Notes in due time, together with the coupons relating to such Notes, directly or indirectly with an Intermediary. Where the Notes are not

deposited with an Intermediary, the *imposta sostitutiva* is applied and withheld by any Italian intermediary paying Interest to the holders of the Notes or, absent that, by the Issuer. Gross recipients that are Italian resident corporations or permanent establishments in Italy of foreign corporations to which the Notes are effectively connected are entitled to deduct *imposta sostitutiva* suffered from income taxes due.

Interest accrued on the Notes shall be included in the corporate taxable income (and in certain circumstances, depending on the "status" of the Noteholder, also in the net value of production for purposes of regional tax on productive activities – "**IRAP**") of beneficial owners who are Italian resident corporations or permanent establishments in Italy of foreign corporations to which the Notes are effectively connected and subject to tax in Italy in accordance with ordinary tax rules.

Italian resident investors who have opted for the Asset Management Regime are subject to a 26 per cent. annual substitute tax (the "**Asset Management Tax**") on the increase in value of the managed assets accrued at the end of each tax year (which increase would include Interest accrued on the Notes). The Asset Management Tax is applied on behalf of the taxpayer by the managing authorised Intermediary.

If the investor is resident in Italy and is a Fund and the relevant Notes are held by an authorised Intermediary, Interest accrued during the holding period on such Notes will not be subject to *imposta sostitutiva*, but must be included in the financial results of the Fund. The Fund will not be subject to taxation on such result, but a withholding tax of 26 per cent. will apply, in certain circumstances, to distributions made in favour of unitholders or shareholders (the "**Collective Investment Fund Tax**").

Where a Noteholder is a Real Estate Fund, to which the provisions of Law Decree No. 351 of 25 September 2001, Law Decree No. 78 of 31 May 2010, converted into Law No. 122 of 30 July 2010, and Legislative Decree No. 44 of 4 March 2014, all as amended, apply. Interest accrued on the Notes will be subject neither to *imposta sostitutiva* nor to any other income tax in the hands of the Real Estate Fund, to the extent the Notes are timely deposited with an Intermediary. The income of the Real Estate Fund may be subject to tax, in the hands of the unitholder or shareholder, depending on the status and percentage of participation, or, when earned by the Real Estate Fund, through distribution and/or upon redemption or disposal of the units or the shares.

Where an Italian resident Noteholder is a pension fund (subject to the regime provided by Article 17 of Decree No. 252) and the Notes are deposited with an Intermediary, Interest relating to the Notes and accrued during the holding period will not be subject to *imposta sostitutiva*, but must be included in the result of the relevant portfolio accrued at the end of each tax period, to be subject to a 20 per cent. substitute tax (the "**Pension Fund Tax**") on the increase in value of the managed assets accrued at the end of each tax year (which increase would include Interest accrued on the Notes).

Subject to certain limitations and conditions (including a minimum holding period requirement), Interest in respect to the Notes may be excluded from the taxable base of the Pension Fund Tax if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth by Italian law as amended and supplemented from time to time.

Non-Italian resident Noteholders

According to Decree No. 239, payments of Interest in respect of the Notes that qualify as *obbligazioni or titoli similari alle obbligazioni* will not be subject to the *imposta sostitutiva* at the rate of 26 per cent. if made to Noteholders who are non-Italian resident beneficial owners of the Interest payments with no permanent establishment in Italy to which the Notes are effectively connected *provided that*:

- (a) such beneficial owners are resident for tax purposes in a state or territory which allows an adequate exchange of information with Italy as listed in the Decree of the Minister of Finance dated 4 September 1996, as amended and supplemented, lastly by Ministerial Decree of 23 March 2017, and possibly further amended by future decrees issued pursuant to Article 11 paragraph 4 (c) of Decree No. 239 (the "**White List**"); and
- (b) all the requirements and procedures set forth in Decree No. 239 and in the relevant implementation rules, as subsequently amended, in order to benefit from the exemption from *imposta sostitutiva* are met or complied with in due time.

Decree No. 239 also provides for additional exemptions from the *imposta sostitutiva* for payments of Interest in respect of the Notes made to (i) international entities and organisations established in accordance

with international agreements ratified in Italy; (ii) certain foreign institutional investors, whether or not subject to tax, which are established in countries included in the White List and provided that they timely file with the relevant depository the appropriate self-declaration; and (iii) Central Banks or entities which manage, *inter alia*, the official reserves of a foreign State.

To ensure payment of Interest in respect of the Notes without the application of 26 per cent. *imposta sostitutiva*, non-Italian resident investors indicated above must:

- (a) be the beneficial owners of payments of Interest on the Notes (institutional investors that do not possess the status of taxpayer are deemed to be beneficial owners by operation of law);
- (b) deposit the Notes in due time together with the coupons relating to such Notes directly or indirectly with an Italian resident bank or SIM or a permanent establishment in Italy of a non-Italian resident bank or SIM, or with a non-Italian resident operator participating in a centralised securities management system which is in contact via computer with the Ministry of Economy and Finance; and
- (c) file with the relevant depository a statement (*autocertificazione*) in due time stating, *inter alia*, that he or she is resident, for tax purposes, in a White List State. Such statement (*autocertificazione*), which must comply with the requirements set forth by Ministerial Decree of 12 December 2001 (as amended and supplemented), is valid until withdrawn or revoked and need not be submitted where a certificate, declaration or other similar document meant for equivalent uses was previously submitted to the same depository. The statement (*autocertificazione*) is not required for non-Italian resident investors that are international entities and organisations established in accordance with international agreements ratified in Italy and Central Banks or entities which manage, *inter alia*, the official reserves of a foreign state.

Failure of a non-resident holder of the Notes to comply in due time with the procedures set forth in Decree No. 239 and in the relevant implementation rules will result in the application of *imposta sostitutiva* on Interest payments to a non-resident holder of the Notes.

Non-resident holders of the Notes who are subject to substitute tax might, nevertheless, be eligible for a total or partial relief under an applicable tax treaty between the Republic of Italy and the country of residence of the relevant holder of the Notes provided that all conditions for its application are met.

Fungible issues

Pursuant to Article 11, paragraph 2 of Decree No. 239, where Intesa Sanpaolo issues a new Tranche forming part of a single series with a previous Tranche, for the purposes of calculating the amount of Interest subject to *imposta sostitutiva* (if any), the issue price of the new Tranche will be deemed to be the same as the issue price of the original Tranche. This rule applies where (a) the new Tranche is issued within 12 months from the issue date of the previous Tranche and (b) the difference between the issue price of the new Tranche and that of the original Tranche does not exceed 1 per cent. of the nominal value of the Notes multiplied by the number of years of the duration of the Notes.

Atypical securities

Interest payments relating to Notes that are not deemed to fall within the category of bonds (*obbligazioni*) or securities similar to bonds (*titoli similari alle obbligazioni*) but qualify as atypical securities (*titoli atipici*) may be subject, pursuant to Article 5 of Law Decree No. 512 of 30 September 1983, to a withholding tax, levied at the rate of 26 per cent. For this purpose, securities similar to bonds are securities that incorporate an unconditional obligation to pay, at maturity, an amount not lower than their nominal value with or without the payment of periodic interest, and do not give any right to directly or indirectly participate in the management of the Issuer or to the business in connection to which the securities were issued, nor to control the same.

Where the Noteholder is (i) an Italian individual engaged in an entrepreneurial activity to which the Notes are connected, (ii) an Italian company or a similar Italian commercial entity, (iii) a permanent establishment in Italy of a foreign entity to which the Notes are connected, (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 conditions (including a minimum holding period), Italian resident individuals not acting in connection with an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 may be exempt from any income taxation, including the above-mentioned withholding tax on Interest relating to the Notes not falling within the category of bonds (*obbligazioni*) or securities similar to bonds (*titoli similari alle obbligazioni*) qualifying as *titoli atipici* ("atypical securities") pursuant to Article 5 of Law Decree No. 512 of 30 September 1983, if such Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth by Italian law as amended and supplemented from time to time.

For the sake of completeness it is worth pointing out that non-Italian resident Noteholders may be entitled to claim, if certain relevant conditions are met, a reduction of such 26 per cent. withholding tax under the double taxation treaty (generally, to 10 per cent. or to the other applicable rates, if more favourable), if any, entered into by Italy and their country of tax residence, provided that all the conditions for its application are met.

Capital gains

Pursuant to Decree No. 461, a 26 per cent. capital gains tax (referred to as "*imposta sostitutiva*") is applicable to capital gains realised by:

- (a) an Italian resident individual not engaged in entrepreneurial activities to which the Notes are connected;
- (b) an Italian resident partnership not carrying out commercial activities;
- (c) an Italian private or public institution not carrying out mainly or exclusively commercial activities,

on any sale or transfer for consideration of the Notes or redemption thereof.

Under the so-called "*regime della dichiarazione*" ("**Tax Declaration Regime**"), which is the standard regime for taxation of capital gains for the taxpayers mentioned above, the 26 per cent. *imposta sostitutiva* on capital gains will be chargeable, on a cumulative basis, on all capital gains net of any relevant incurred capital losses realised pursuant to all investment transactions carried out during any given fiscal year. The capital gains realised in a year net of any relevant incurred capital losses must be detailed in the relevant annual tax return to be filed with Italian tax authorities and *imposta sostitutiva* must be paid on such capital gains together with any balance income tax due for the relevant tax year. Capital losses in excess of capital gains may be carried forward against capital gains of the same kind for up to the fourth subsequent fiscal year.

Alternatively to the Tax Declaration Regime, holders from (a) to (c) above may elect to pay *imposta sostitutiva* separately on capital gains realised on each sale or transfer or redemption of the Notes under the so-called "*regime del risparmio amministrato*" (the "**Administrative Savings Regime**"). Such separate taxation of capital gains is allowed subject to (i) the Notes being deposited with banks, SIMs and any other Italian qualified intermediary (or permanent establishment in Italy of foreign intermediary) and (ii) an express election for the Administrative Savings Regime being made in writing in due time by the relevant holder of the Notes. The intermediary is responsible for accounting for *imposta sostitutiva* in respect of capital gains realised on each sale or transfer or redemption of the Notes, as well as on capital gains realised as at revocation of its mandate, net of any relevant incurred capital losses, and is required to pay the relevant amount to the Italian tax authorities on behalf of the holder of the Notes, deducting a corresponding amount from proceeds to be credited to the holder of the Notes. Where a sale or transfer or redemption of the Notes results in a capital loss, the intermediary is entitled to deduct such loss from gains of the same kind subsequently realised on assets held by the holder of the Notes within the same relationship of deposit in the same tax year or in the following tax years up to the fourth. Under the Administrative Savings Regime, the realised capital gain is not required to be included in the annual income tax return of the Noteholder.

Special rules apply if the Notes are part of a portfolio managed under the Asset Management Regime by an Italian asset management company or an authorised intermediary. The capital gains realised upon sale, transfer or redemption of the Notes will not be subject to 26 per cent. *imposta sostitutiva* on capital gains but will contribute to the determination of the annual accrued appreciation of the managed portfolio, subject to the Asset Management Tax. Any depreciation of the managed portfolio at the year-end may be carried forward against appreciation accrued in each of the following years up to the fourth. Also under the Asset

Management Regime the realised capital gain is not required to be included in the annual income tax return of the Noteholder.

Any capital gains realised by Italian resident corporations or similar commercial entities or permanent establishments in Italy of non-Italian resident corporations to which the Notes are connected, will be included in their business income (and, in certain cases, depending on the "status" of the Noteholder, may also be included in the taxable net value of production for IRAP purposes), subject to tax in Italy according to the relevant ordinary tax rules.

Subject to certain limitations and conditions (including a minimum holding period), capital gains in respect of Notes realised upon sale, transfer or redemption by Italian resident individuals holding the Notes not in connection with an entrepreneurial activity or social security entities pursuant to Legislative Decree No.509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 may be exempt from taxation, including the 26 per cent. *imposta sostitutiva*, if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth by Italian law as amended and supplemented from time to time.

In the case of Notes held by Funds, capital gains on the Notes contribute to determine the increase in value of the managed assets of the Funds accrued at the end of each tax year. The Funds will not be subject to taxation on such increase, but the Collective Investment Fund Tax may apply, in certain circumstances, to distributions made in favour of unitholders or shareholders.

Any capital gains realised by a Noteholder who is a Real Estate Fund will be subject neither to *imposta sostitutiva* nor to any other income tax at the level of the Real Estate Fund, but subsequent distributions made in favour of unitholders or shareholders may be subject, in certain circumstances, to a withholding tax of 26 per cent.; subject to certain conditions, depending on the status of the investor and percentage of participation in the Real Estate Fund income derived from the Real Estate Fund may be subject to taxation in the hands of the unitholder or the shareholder regardless of distribution.

Any capital gains realised by a Noteholder who is an Italian pension fund subject to the regime provided for by Article 17 of Decree No. 252 will be included in the result of the relevant portfolio accrued at the end of the tax period, and will be subject to the Pension Fund Tax. Subject to certain limitations and conditions (including a minimum holding period requirement), capital gains realised in respect to the Notes may be excluded from the taxable base of the Pension Fund Tax if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth by Italian law as amended and supplemented from time to time.

Non-Italian resident Noteholders

The 26 per cent. *imposta sostitutiva* on capital gains may, in certain circumstances, be payable on any capital gains realised upon sale, transfer or redemption of the Notes by non-Italian resident individuals and corporations without a permanent establishment in Italy to which the Notes are effectively connected, if the Notes are held in Italy.

However, pursuant to Article 23 of Presidential Decree No. 917 of 22 December 1986, any capital gains realised by non-Italian residents without a permanent establishment in Italy to which the Notes are effectively connected through the sale for consideration or redemption of the Notes are exempt from taxation in Italy to the extent that the Notes are listed on a regulated market in Italy or abroad, and in certain cases subject to timely filing of required documentation (in the form of a declaration (*autocertificazione*) of non-residence in Italy) with Italian qualified intermediaries (or permanent establishments in Italy of foreign intermediaries) with which the Notes are deposited, even if the Notes are held in Italy and regardless of the provisions set forth by any applicable double tax treaty. The Italian tax authorities have clarified that the notion of multilateral trading facility ("**MTF**") under EU Directive 2014/65/CE (so called MiFID II) can be assimilated to that of "regulated market" for income tax purposes; conversely, organized trading facilities (OTF), not falling in the definition of MTF under MiFID II, cannot be assimilated to "regulated market" for Italian income tax purposes.

Where the Notes issued by an Italian resident Issuer are not listed on a regulated market in Italy or abroad:

- (a) pursuant to the provisions of Decree No. 461 non-Italian resident beneficial owners with no permanent establishment in Italy to which the Notes are effectively connected are exempt from the *imposta sostitutiva* in the Republic of Italy on any capital gains realised upon sale for

consideration or redemption of the Notes issued by an Italian resident issuer if the Noteholders are resident, for tax purposes in a state or territory included in the White List. Under these circumstances, if non Italian residents without a permanent establishment in Italy to which the Notes are effectively connected elect for the Asset Management Regime or are subject to the Administrative Savings Regime, exemption from Italian capital gains tax will apply upon condition that they file in time with the authorised financial intermediary an appropriate self-declaration (*autocertificazione*) stating that they meet the requirement indicated above. The same exemption applies where the beneficial owners of Notes (institutional investors that do not possess the status of taxpayer are deemed to be beneficial owners by operation of law) issued by an Italian resident Issuer are (i) international entities or organisations established in accordance with international agreements ratified by Italy; (ii) foreign institutional investors established in countries included in the White List, even if they do not possess the status of taxpayer therein; or (iii) Central Banks or entities which manage, *inter alia*, the official reserves of a foreign State; and

- (b) in any event, non-Italian resident individuals or entities without a permanent establishment in Italy to which the Notes issued by an Italian resident Issuer are effectively connected that may benefit from a double taxation treaty with Italy, providing that capital gains realised upon sale or redemption of Notes issued by an Italian resident issuer are to be taxed only in the country of tax residence of the recipient, will not be subject to *imposta sostitutiva* in Italy on any capital gains realised upon sale for consideration or redemption of Notes, provided that all conditions for its application are met.

Under these circumstances, if non-Italian residents without a permanent establishment in Italy to which the Notes issued by an Italian resident issuer are effectively connected elect for the Asset Management Regime or are subject to the Administrative Savings Regime, exemption from Italian capital gains tax will apply upon condition that they promptly file with the Italian authorised financial intermediary a self-declaration attesting that all the requirements for the application of the relevant double taxation treaty are met.

Capital gains realised by non-Italian resident Noteholders from the sale or redemption of Notes issued by non-Italian resident issuers are not subject to Italian taxation, provided that the Notes are held outside Italy.

However, the same exemptions illustrated above apply to the benefit of non-Italian residents if capital gains on the Notes might become taxable due to the holding of the Notes in Italy.

Inheritance and gift tax

Pursuant to Law Decree No. 262 of 3 October 2006, converted with amendments by Law No. 286 of 24 November 2006 effective from 29 November 2006, and Law No. 296 of 27 December 2006, the transfers of any valuable assets (including the Notes) as a result of death or donation (or other transfers for no consideration) and the creation of liens (*costituzione di patrimoni separati*) on such assets for a specific purpose are taxed as follows:

- (a) 4 per cent. if the transfer is made to spouses and direct descendants or ancestors; in this case, the transfer is subject to tax on the value exceeding €1,000,000 (per beneficiary);
- (b) 6 per cent. if the transfer is made to siblings; in this case, the transfer is subject to the tax on the value exceeding €100,000 (per beneficiary);
- (c) 6 per cent. if the transfer is made to relatives up to the fourth degree, to persons related by direct affinity as well as to persons related by collateral affinity up to the third degree; and
- (d) 8 per cent. in all other cases.

If the transfer is made in favour of persons with severe disabilities, the tax applies on the value exceeding €1,500,000.

The transfer of financial instruments (including the Notes) as a result of death is exempt from inheritance tax when such financial instruments are included in an individual long-term savings account (*piano individuale di risparmio a lungo termine*), that meets the requirements set forth by Italian law as amended and supplemented from time to time.

Transfer tax

Contracts relating to the transfer of securities are subject to the registration tax as follows: (i) public deeds and notarised deeds (*atti pubblici e scritture private autenticate*) are subject to fixed registration tax at rate of €200; (ii) private deeds (*scritture private non autenticate*) are subject to registration tax only upon the occurrence of a case of use (*caso d'uso*), explicit reference (*enunciazione*) or of voluntary registration.

Tax monitoring obligations

According to Law Decree No. 167 of 28 June 1990, converted into law by Law Decree No. 227 of 4 August 1990, as amended from time to time, Italian resident individuals, non-commercial entities, non-commercial partnerships and similar institutions are required to report for tax monitoring purposes in their yearly 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 amount of Notes held abroad during each tax year.

The requirement applies also where the persons above, being not the direct holder of the financial instruments, are the actual owner of the instrument.

Furthermore, it is not necessary to comply with the above reporting requirement with respect to: (i) the Notes deposited for management with qualified Italian financial intermediaries; (ii) the contracts entered into through their intervention, upon condition that the items of income derived from the Notes have been subject to tax by the same intermediaries; or (iii) if the foreign investments are only composed of deposits and/or bank accounts and their aggregate value does not exceed a €15,000 threshold throughout the year.

Stamp duty

Pursuant to Article 13 par. 2/ter of the tariff Part I attached to Presidential Decree No. 642 of 26 October 1972 ("**Decree 642**"), a proportional stamp duty applies on an annual basis to any periodic reporting communications which may be sent by a financial intermediary to its clients in respect of any financial product and instrument (including the Notes), which may be deposited with such financial intermediary in Italy. The stamp duty applies at a rate of 0.2 per cent. and it cannot exceed €14,000 for taxpayers which are not individuals. This stamp duty is determined on the basis of the market value or, if no market value is available, on the basis of face value or redemption value, or in the case the face or redemption values cannot be determined, on the basis of purchase value of the financial assets (including banking bonds, *obbligazioni* and capital adequacy financial instruments) held.

The statement is deemed to be sent at least once a year, including with respect to the instruments for which is not mandatory nor the deposit nor the release nor the drafting of the statement. In case of reporting periods of less than 12 months, the stamp duty is payable based on the period accounted.

Pursuant to the law and the implementing decree issued by the Italian Ministry of Economy on 24 May 2012, the stamp duty applies to any investor who is a client (as defined in the regulations issued by the Bank of Italy on 29 July 2009, as subsequently amended, supplemented and restated) of an entity that exercises a banking, financial or insurance activity in any form within the Italian territory.

Wealth tax on financial assets deposited abroad

According to Article 19 of Decree No. 201 of 6 December 2011, Italian resident individuals and, starting from fiscal year 2020, non-commercial entities, non-commercial partnerships and similar institutions holding financial assets – including the Notes – outside of the Italian territory are required to declare in its own annual tax declaration and pay a wealth tax at the rate of 0.2 per cent ("**IVAFE**"), increased, starting from January 1, 2024, to 0.4 per cent if the Notes are held in a country listed in the Italian Ministerial Decree dated 4 May 1999. IVAFE cannot exceed €14,000 for taxpayers which are not individuals. This tax is calculated on the market value at the end of the relevant year (or at the end of the holding period) or, if no market value figure is available, on the nominal value or redemption value, or in the case the face or redemption values cannot be determined, on the purchase value of any financial asset (including the Notes) held abroad. A tax credit is granted for any foreign property tax levied abroad on such financial assets (up to the amount of IVAFE due). The financial assets held abroad are excluded from the scope of IVAFE, if such financial assets are administered by Italian financial intermediaries pursuant to an administration agreement and the items of income derived from the Notes have been subject to tax by the same intermediaries. In this case, the above mentioned stamp duty provided for by Article 13 of the Tariff attached to Decree 642 does apply.

The Italian Financial Transaction Tax ("IFTT")

Transactions in Notes issued by the Issuer which qualify as banking bonds, *obbligazioni* and capital adequacy financial instruments are excluded from IFTT, pursuant to Law no. 228/2012 ("**Law 228**"), implemented by Ministry Decree 21 February 2013, as subsequently amended and supplemented. IFTT should not apply to Notes which qualify as atypical securities. However, an official position of the Italian Tax Authority in this regard is not available.

OTHER TAXES

The Proposed Financial Transactions Tax ("FTT")

On 14 February 2013, the European Commission published a proposal (the "**Commission's proposal**") for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**participating Member States**").

The Commission's proposal has very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

Under the Commission's proposal, 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 Notes 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.

Joint statements issued on 8 December 2015 by participating Member States, except Estonia, indicate an intention to implement the FTT by the end of June 2016. On 16 March 2016, Estonia completed the formalities required to leave the enhanced co-operation on FTT. On 17 June 2016, the Council of the European Union announced that the work on FTT will continue during the second half of 2016. The Council of the European Union discussed the state of the dossier in June 2017 and reiterated that further work at the Council and its preparatory bodies is still required, before a final agreement on this dossier can be reached.

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

FATCA

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting, or related requirements.

A number of jurisdictions have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions.

Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining "foreign passthru payment" are published in the U.S. Federal Register and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are filed with the U.S. Federal Register generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date. However, if additional Notes that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all

Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA.

Holder of Notes should consult their own tax advisers regarding how these rules may apply to their investment in the Notes. In the event that any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

SUBSCRIPTION AND SALE

Prohibition of Sales to EEA Retail Investors

If the Final Terms (or Drawdown Prospectus, as the case may be) in respect of any Notes include a legend entitled "Prohibition of Sales to EEA Retail Investors", each Distributor has represented, and agreed, and each further Distributor appointed under the Programme will be required to represent, warrant and agree that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms (or are the subject of the offering contemplated by a Drawdown Prospectus) in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision the expression "**retail investor**" means a person who is one (or more) of the following:

- (a) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**EU MiFID II**"); or
- (b) a customer within the meaning Directive (EU) 2016/97 ("**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.

Public Offer Selling Restrictions Under the Prospectus Regulation

If the Final Terms (or Drawdown Prospectus as the case may be) in respect of any Notes do not include a legend entitled "Prohibition of Sales to EEA Retail Investors", in relation to each Member State of the European Economic Area, each Distributor has represented and agreed, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto (or are the subject of the offering contemplated by a Drawdown Prospectus, as the case may be) to the public in that Member State except that it may make an offer of such Notes in that Member State:

- (a) ***Qualified investors:** at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;*
- (b) ***Fewer than 150 offerees:** at any time to fewer than 150, natural or legal persons (other than qualified investors as defined in the Prospectus Regulation), subject to obtaining the prior consent of the relevant Distributor or Distributors nominated by the Issuer for any such offer; or*
- (c) ***Other exempt offers:** at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation.*

provided that no such offer of Notes referred to in (a) to (c) above shall require the Issuer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

Prohibition of Sales to UK Retail Investors

Unless the Final Terms (or Drawdown Prospectus, as the case may be) in respect of any Notes includes the legend "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Distributor has represented and agreed, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto (or are the subject of the offering contemplated by a Drawdown Prospectus, as the case may be) to any retail investor in the United Kingdom. For the purposes of this provision:

- (a) the expression **retail investor** means a person who is one (or more) of the following:

- (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("EUWA"); or
- (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA.

If the Final Terms in respect of any Notes do not include the legend "Prohibition of Sales to UK Retail Investors", each Distributor has represented and agreed, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto, (or are the subject of the offering contemplated by a Drawdown Prospectus, as the case may be), to the public in the United Kingdom except that it may make an offer of such Notes to the public in the United Kingdom:

- (a) at any time to any legal entity which is a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the EUWA;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the EUWA) in the United Kingdom subject to obtaining the prior consent of the relevant Distributor or Distributors nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances falling within section 86 of the FSMA,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Issuer or any Distributor to publish a base prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the EUWA.

For the purposes of this provision, the expression an "**offer of Notes to the public**" in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

Republic of Italy

The offering of the Notes has not been registered pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, nor may copies of this Base Prospectus or of any other document relating to the Notes be distributed in the Republic of Italy, except:

- (a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 2 of the Prospectus Regulation and any applicable provision of Legislative Decree No. 58 of 24 February 1998, as amended (the "**Financial Services Act**") and/or Italian CONSOB regulations; or
- (b) in any other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation, and in accordance with any applicable Italian laws and regulations.

Any offer, sale or delivery of the Notes or distribution of copies of this Base Prospectus or any other document relating to the Notes in the Republic of Italy under paragraph (a) or (b) above must:

- (a) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 and Legislative Decree No. 385 of 1 September 1993, as amended (the "**Consolidated Banking Act**");
- (b) comply with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including, the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

United States of America

The Notes have been not or will not be registered under the United States Securities Act of 1933 (as amended) (the "**Securities Act**") nor under the corresponding regulations in force in Canada, Japan, Australia or in any other country in which such acts are not permitted in the absence of specific exemptions or authorizations by the competent authorities (the "**Other Countries**"). Consequently, the Notes may not be offered, sold or delivered, directly or indirectly, within the United States, Japan, Australia and the Other Countries or to persons who are or act on behalf or for the benefit of or to U.S. persons as defined in the Regulation S under the Securities Act ("**Regulation S**").

GENERAL INFORMATION

Approval and Admission to trading

This Base Prospectus has been approved by CONSOB as competent authority under the Prospectus Regulation.

Application may be made for the Notes issued under the Programme during the period of 12 months from the date of this Base Prospectus to be admitted to trading on the multilateral trading facilities of Euronext Access Milan and/or EuroTLX, organised and managed by Borsa Italiana S.p.A. ("**Euronext Access Milan**" and "**EuroTLX**"). Euronext Access Milan and EuroTLX are not regulated markets for the purposes of the MIFID II.

However, Notes may be issued pursuant to the Programme which will not be admitted to trading on any trading venue or which will be admitted to trading on such trading venue as the Issuer and the relevant Distributor(s) may agree.

Authorisations

The establishment and update of the programme and the increases in the aggregate nominal amount of all Notes from time to time outstanding under the Programme were authorised by resolutions of the Boards of Directors of Intesa Sanpaolo passed on 4 February 2025. Intesa Sanpaolo has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Notes.

Conditions for determining price

The price and amount of Notes to be issued under the Programme will be determined by the Issuer at the time of issue in accordance with prevailing market conditions.

Litigation

Save as disclosed on pages 122 to 142 the Issuer or any member of the Intesa Sanpaolo Group is or has been involved in any governmental, legal, 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 Intesa Sanpaolo is aware, no such litigation, arbitration or administrative proceedings are pending or threatened.

Independent Auditors

On 30 April 2019, the ordinary shareholders' meeting of Intesa Sanpaolo appointed EY S.p.A. as independent auditors for the financial years 2021-2029. EY S.p.A. is an independent public accounting firm registered under no. 70945 in the Register of Accountancy Auditors (*Registro Revisori Legali*) held by the Italian Ministry for Economy and Finance pursuant to Legislative Decree No. 39 of 27 January 2010 and the Ministerial Decree No. 145 of 20 June 2012. EY S.p.A. is also a member of ASSIREVI – Associazione Italiana delle Società di Revisione Legale, being the Italian Auditors Association. The business address of EY S.p.A. is Via Meravigli 12, 20123 Milan, Italy. EY S.p.A. audited, in accordance with International Standards on Auditing (ISA Italia), the consolidated financial statements of the Intesa Sanpaolo Group, as at and for the years ended 31 December 2024 and 2023, as stated in the English translation of their audit reports incorporated by reference into this Base Prospectus. Further, EY S.p.A. reviewed, in accordance with CONSOB Regulation No.10867 of 31 July 1997, the unaudited half-yearly condensed consolidated financial statements of the Intesa Sanpaolo Group as at and for the six months ended 30 June 2025, as stated in the English translation of their review reports incorporated by reference in this Base Prospectus.

Trend information / No Material Change / No Significant Change

Since 31 December 2024, there has been no material adverse change in the prospects of the Issuer.

Since 30 September 2025, there has been no significant change in the financial performance of the Intesa Sanpaolo Group.

Since 30 September 2025, there has been no significant change in the financial position of the Issuer.

Material contracts

None of Intesa Sanpaolo and Intesa Sanpaolo's 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's ability to meet its obligations to Noteholders.

Documents available for inspection

In addition to the availability of the Base Prospectus and documents incorporated by reference therein in electronic form as set out below 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 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) any Final Terms relating to the Notes;
- (d) any supplemental agreement prepared and published in connection with the Programme; and
- (e) the Green, Social and Sustainability Bond Framework together with any opinion on each such framework issued by a second party consultant as well as any public reporting by or on behalf of Intesa Sanpaolo in respect of the application of the proceeds of any issue of Green Bonds, Social Bonds and Sustainability Bonds, from time to time published by Intesa Sanpaolo, will be available in the investor relations section on the website of Intesa Sanpaolo. For the avoidance of doubt, neither the Green, Social and Sustainability Bond Framework nor any second party opinion or public reporting are incorporated in and/or form part of this Base Prospectus.

Copies of this Base Prospectus, any supplements to this Base Prospectus, each Final Terms relating to the Notes and each document incorporated by reference are available on:

Intesa Sanpaolo: <https://group.intesasanpaolo.com/en/investor-relations/prospectus/international-issue-documents/mti>

Copies of the constitutive documents of Intesa Sanpaolo are available at the following websites:

Intesa Sanpaolo: <https://group.intesasanpaolo.com/en/governance/company-documents/2025>

The information on the abovementioned websites does not form part of this Base Prospectus unless information contained therein is expressly incorporated by reference into this Base Prospectus.

Financial statements available

In addition to the availability of the documents incorporated by reference in this Base Prospectus in electronic form as set out above, for so long as the Programme remains in effect or any Notes 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 Issuer:

- (a) the 2024 Audited Financial Statements and the 2023 Audited Financial Statements;
- (b) the 2025 Unaudited Half-Yearly Financial Statements;
- (c) Interim Statement as at 30 September 2025; and
- (d) the most recent annual or unaudited interim consolidated financial information of Intesa Sanpaolo published from time to time (whether audited or unaudited),

in each case, together with the accompanying notes and any auditors' report.

Post-issuance information

The Issuer does not intend to provide any post-issuance information in relation to any assets underlying issues of Notes constituting derivative securities except to the extent required by any applicable laws and regulations.

Clearing systems

The Notes have been accepted for clearance by Monte Titoli. The Notes will be issued in bearer form in the Specified Denomination(s) and will be held in dematerialised form on behalf of the Noteholders, until redemption or cancellation thereof, by Monte Titoli S.p.A. (with registered office and principal place of business at Piazza degli Affari 6, 20123 Milan, Italy), for the account of the relevant Monte Titoli Account Holders. The relevant Final Terms (or Drawdown Prospectus, as the case may be) shall specify any other clearing system as shall have accepted the relevant Notes for clearance together with any further appropriate information.

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, Elisabetta Stegher, 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.

Distributors transacting with the Issuer

Certain of the Distributors and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer and its affiliates in the ordinary course of business. Certain of the Distributors and their affiliates may have positions, deal or make markets in Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities. In addition, in the ordinary course of their business activities, the Distributors and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or its affiliates. Certain of the Distributors or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with its customary risk management policies. Typically, such Distributors and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of long and/or short positions in securities, including potentially the Notes issued under the Programme. Any such long and/or short positions could adversely affect future trading prices of Notes issued under the Programme. The Distributors and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments. Moreover Intesa Sanpaolo will be acting as Issuer and Distributor in the context of the Programme.

REGISTERED OFFICE OF THE ISSUER

Intesa Sanpaolo S.p.A.
Piazza San Carlo, 156
10121 Turin
Italy

PAYING AGENT

Intesa Sanpaolo S.p.A.
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10121 Turin
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Italy

**INDEPENDENT AUDITORS TO INTESA SANPAOLO S.p.A. AND FIDEURAM – INTESA
SANPAOLO PRIVATE BANKING S.P.A.**

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