BASE PROSPECTUS

UnipolSai Assicurazioni S.p.A.

(incorporated with limited liability in the Republic of Italy)

€3,000,000,000
Euro Medium Term Note Programme

Under this €3,000,000,000 Euro Medium Term Note Programme (the **Programme**), UnipolSai Assicurazioni S.p.A. (**Unipol, UnipolSai** or the **Issuer**) may from time to time issue notes in global form and, in accordance with and subject to the terms and conditions set out hereunder, in definitive form (the **Notes in Global Form**) and/or in dematerialised form (the **Dematerialised Notes** and, together with the Notes in Global Form, the **Notes**) denominated in any currency agreed between the Issuer and the relevant Dealer (as defined below). Notes may be issued as unsubordinated Notes (**Senior Notes**) or Tier 2 Notes (**Tier 2 Notes** or **Subordinated Notes**).

The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed €3,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement described herein), subject to increase as described herein.

The Notes may be issued on a continuing basis to one or more of the Dealers specified under "*General Description of the Programme*" and any additional Dealer appointed under the Programme from time to time by the Issuer (each a **Dealer** and together the **Dealers**), which appointment may be for a specific issue or on an ongoing basis. References in this base prospectus (the Base Prospectus) to the **relevant Dealer** shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe such Notes.

The terms and conditions for the Notes in Global Form are set out herein in "*Terms and Conditions of Senior Notes in Global Form*" and "*Terms and Conditions of Tier 2 Notes in Global Form*" and the terms and conditions for the Dematerialised Notes are set out herein in "*Terms and Conditions of Senior Notes in Dematerialised Form"* and "*Terms and Conditions of Tier 2 Notes in Global Form*" (together, the "**Terms and Conditions**" or the "**Conditions**"). References to the "**Notes**" shall be to the Notes in Global Form and/or the Dematerialised Notes, as appropriate. For the avoidance of doubt, in "*Terms and Conditions of Senior Notes in Global Form*" and "*Terms and Conditions of Tier 2 Notes in Global Form*", references to the "Notes" shall be to the Notes in Global Form, and in "*Terms and Conditions of Senior Notes in Dematerialised Form"* and "*Terms and Conditions of Tier 2 Notes in in Dematerialised Form*", references to the "Notes" shall be to the Dematerialised Notes. Reference to the "**Conditions of the Senior Notes"** shall be to the terms and conditions of the Senior Notes in Global Form and/or Dematerialised Notes and reference to the "**Conditions of the Subordinated Notes"** shall be to the terms and conditions of the Subordinated Notes in Global Form and/or Dematerialised Notes, as appropriate.

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

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (**Securities Act**), or any other U.S. Federal or State securities laws and may not be offered or sold in the United States or, if Category 2 is specified in the Final Terms, to, or for the account or benefit of, U.S. persons (**U.S. persons**) as defined in Regulation S under the Securities Act (**Regulation S**) unless an exemption from the registration requirements of the Securities Act is available and in accordance with all applicable securities laws of the United States and any State or other jurisdiction of the United States.

This Base Prospectus has been approved as a base prospectus by the *Commission de Surveillance du Secteur Financier* (the **CSSF**), as competent authority in Luxembourg under Regulation (EU) 2017/1129, as amended (the **Prospectus Regulation**) and the Luxembourg Law of 16 July 2019 on Prospectuses for Securities (the **Luxembourg Prospectus Law**). The CSSF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the CSSF should not be considered as an endorsement of the Issuer or of the quality of the Notes. Investors should make their own assessment as to the suitability of investing in the Notes.

The CSSF assumes no responsibility for the economic and financial soundness of the transactions contemplated by this Base Prospectus or the quality or solvency of the Issuer, in accordance with Article 6(4) of the Luxembourg Prospectus Law. Application has been made to the Luxembourg Stock Exchange for Notes issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List of the Luxembourg Stock Exchange.

References in this Base Prospectus to Notes being **listed** (and all related references) shall mean that such Notes have been admitted to trading on the Luxembourg Stock Exchange's regulated market and have been admitted to the Official List of the Luxembourg Stock Exchange. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU, as amended).

This Base Prospectus (as supplemented as at the relevant time, if applicable) is valid for 12 months from its date (i.e. 13 May 2025) in relation to Notes which are to be admitted to trading on a regulated market in the European Economic Area (the EEA). The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid.

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information not contained herein which is applicable to each Tranche (as defined under the Conditions) of Notes will be set out in a final terms document (the **Final Terms**) which will be filed with the CSSF. Copies of Final Terms in relation to Notes to be listed on the Luxembourg Stock Exchange will also be published on the website of the Luxembourg Stock Exchange (*www.luxse.com*).

The Programme provides that Notes may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets as may be agreed between the Issuer and the relevant Dealer. The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market.

The Issuer has been rated "A-" (Stable outlook) by Fitch Ratings Ireland Limited (**Fitch**) and "Baa2" (Stable outlook) by Moody's France SAS (**Moody's**). The Programme has been rated "Senior unsecured 'BBB+'; Subordinated 'BBB-'; Subordinated debt rating 'BBB-'" by Fitch and "(P)Baa3" for the Senior Notes and "(P)Ba1" for the Tier 2 Notes by Moody's. Each of Fitch, and Moody's is established in the EEA and is registered under the Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**). As such each of Fitch and Moody's is included in the list of credit ratings agencies published by the European Securities and Markets Authority (**ESMA**) on its website (at http://www.esma.europa.eu/page/List-registered-and-certified-CRAs) in accordance with the CRA Regulation. Each of Fitch and Moody's is not established in the United Kingdom. Accordingly, the Issuer ratings issued by each of Fitch and Moody's have been endorsed by, respectively, Fitch

Ratings Ltd and Moody’s Investors Service Ltd (UK) in accordance with the 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 (**UK CRA Regulation**). As such, the ratings issued by each of Fitch and Moody's may be used for regulatory purposes in the United Kingdom in accordance with the UK CRA Regulation.

Notes issued under the Programme may be rated or unrated by any one or more of the rating agencies referred to above. Where a Tranche of Notes is rated, such rating will be disclosed in the Final Terms and will not necessarily be the same as the rating assigned to the Programme by the relevant rating agency. **A security rating and an issuer's corporate rating are not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.**

Amounts payable under the Floating Rate Notes and/or the Reset Notes may be calculated by reference to the euro interbank offered rate (**EURIBOR**), as specified in the relevant Final Terms. As at the date of this Base Prospectus, the European Money Markets Institute (as administrator of EURIBOR) is included in the register of administrators maintained by the ESMA under Article 36 of the Regulation (EU) No. 2016/1011, as amended (the **Benchmarks Regulation**).

Arrangers and Dealers

BNP PARIBAS **Goldman Sachs International**

IMI – Intesa Sanpaolo **J.P. Morgan**

Mediobanca – Banca di Credito Finanziario S.p.A.

The date of this Base Prospectus is 13 May 2024.

IMPORTANT INFORMATION

This Base Prospectus comprises a base prospectus in respect of all Notes issued under the Programme for the purposes of Article 8 of the Prospectus Regulation. When used in this Base Prospectus, Prospectus Regulation means Regulation (EU) 2017/1129, as amended, and UK Prospectus Regulation means Regulation (EU) 2017/1129, as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**).

The Issuer accepts responsibility for the information contained in this Base Prospectus and the Final Terms for each Tranche of Notes issued under the Programme. To the best of the knowledge of the Issuer (having taken all reasonable care to ensure that such is the case) the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Base Prospectus is to be read in conjunction with any supplements hereto and with all documents which are deemed to be incorporated herein by reference (see "*Documents Incorporated by Reference*"). This Base Prospectus shall be read and construed on the basis that such documents are incorporated by reference and form part of this Base Prospectus.

Other than in relation to the documents which are deemed to be incorporated by reference (see "*Documents 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 the CSSF.

The Dealers have not independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made by any of the Dealers or any of their respective affiliates and no responsibility or liability is accepted by any of the Dealers or by any of their respective affiliates (including parent company) as to the accuracy or completeness of the information contained or incorporated by reference in this Base Prospectus or of any other information provided by the Issuer in connection with the Programme. No Dealer nor any of their respective affiliates (including parent company) accepts any liability in relation to the information contained or incorporated by reference in this Base Prospectus or any other information provided by the Issuer in connection with the Programme.

No person is or has been authorised by the Issuer to give any information or to make any representation not contained in or not consistent with this Base Prospectus or any other information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Dealers.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Notes (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by the Issuer or any of the Dealers or any of their respective affiliates (including parent company) that any recipient of this Base Prospectus or any other information supplied in connection with the Programme or any Notes should purchase any Notes. Each investor contemplating purchasing any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Each investor contemplating purchasing any Notes shall be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of the Issuer and its subsidiaries (the **Group**) and of the rights attaching to the relevant Notes and reach its own view, based upon its own judgement and upon advice from such financial, legal and tax advisers as it has deemed necessary, prior to making any investment decision. Neither this Base Prospectus nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on behalf of the Issuer or any of the Dealers or any of their respective affiliates (including parent company) to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme or to advise any investor in the Notes of any information coming to their attention.

PRIIPs / IMPORTANT – EEA RETAIL INVESTORS – If the Final Terms in respect of any Notes includes 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 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 of the European Parliament and of the Council on markets in financial instruments (as amended, **MiFID II**) or; (ii) a customer within the meaning of Directive 2016/97/EU (as amended, the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129, as amended (the **Prospectus Regulation**). Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended or superseded, 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.

PRIIPs / IMPORTANT – UK RETAIL INVESTORS – If the Final Terms in respect of any Notes includes a legend entitled "*Prohibition of Sales to UK Retail Investors*", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (**UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the **FSMA**) and any rules or regulations made under the FSMA to implement 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 domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

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

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

UK MiFIR product governance / target market – The Final Terms in respect of any Notes will include a legend entitled *"UK MiFIR Product Governance"* which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturer's target market assessment; however, a distributor subject to UK MiFIR product governance rules set out in the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arrangers nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

The Notes have not been and will not be registered under the Securities Act, or any other U.S. Federal or State securities laws and may not be offered or sold in the United States or, if Category 2 is specified in the Final Terms, to, or for the account or benefit of, U.S. persons as defined in Regulation S, unless an exemption from the registration requirements of the Securities Act is available and in accordance with all applicable securities laws of the United States and any State or other jurisdiction of the United States.

PRODUCT CLASSIFICATION PURSUANT TO SECTION 309B(1)(c) OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE – With respect to each issuance of Notes, the Issuer may make a determination about the classification of such Notes (or beneficial interests therein) for purposes of Section 309B(1)(a) of the Securities and Futures Act 2001 of Singapore (as amended or modified from time to time, the **SFA**). The Final Terms in respect of any Notes may include a legend titled "*Notification under Section 309B(1)(c) of the Securities and Futures Act 2001 of Singapore*" that will state the product classification of the applicable Notes (and, if applicable, beneficial interests therein) pursuant to Section 309B(1) of the SFA; *however*, unless otherwise stated in the applicable Final Terms, all Notes (or beneficial interests therein) shall be "*prescribed capital markets products*" (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products). This notification or any such legend included in the applicable Final Terms will constitute notice to "relevant persons" for purposes of Section 309B(1)(c) of the SFA.

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

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer and the Dealers do not represent that this Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer or the Dealers which is intended to permit a public offering of any Notes or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Base Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Notes in the United States, the EEA (including the Republic of Italy and the Grand Duchy of Luxembourg), the United Kingdom (the **UK**), Singapore and Japan, see "*Subscription and Sale*".

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 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:

(i) 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;

(ii) 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;

(iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;

(iv) understands thoroughly the terms of the Notes and is familiar with the behaviour of any relevant indices and financial markets; and

(v) 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.

PRESENTATION OF INFORMATION

All references in this document to U.S. dollars, U.S.$ and $ refer to United States dollars, and references to euro, EUR, Euro and € refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

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.

Certain legislative references and technical terms have been cited in their original language in order that the correct technical meaning may be ascribed to them under applicable law. 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.

FORWARD-LOOKING STATEMENTS

This Base Prospectus, including, without limitation, any documents incorporated by reference herein, may contain forward-looking statements, including (without limitation) statements identified by the use of terminology such as "anticipates", "believes", "estimates", "expects", "intends", "may", "plans", "projects", "will", "would", "should" or similar words. These statements are based on the Issuer's current expectations and projections about future events and involve substantial uncertainties. All statements, other than statements of historical facts, contained herein regarding the Issuer's strategy, goals, plans, future financial position, projected revenues and costs or prospects are forward-looking statements. Forward-looking statements are subject to inherent risks and uncertainties, some of which cannot be predicted or quantified. Future events or actual results could differ materially from those set forth in, contemplated by or underlying forward-looking statements. The Issuer does not undertake any obligation to publicly update or revise any forward-looking statements.

INDUSTRY AND MARKET DATA

Certain information regarding markets, market size, market share, market position, growth rates and other industry data pertaining to the Issuer's and the Group's business contained in this Base Prospectus consists of estimates based on data reports compiled by professional organisations and analysts, data from other external sources, and the Issuer's knowledge of sales and markets. In many cases, there is no readily available external information (whether from trade associations, government bodies or other organisations) to validate market-related analyses and estimates, requiring the Issuer to rely on internally developed estimates. 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.

ALTERNATIVE PERFORMANCE MEASURES

This Base Prospectus, and the documents incorporated by reference hereto, contains certain alternative performance measures (**APMs**), complete with an explanation of the criteria used to construct them, in addition to the IFRS financial information furnished by the audited consolidated financial statements of the Issuer for the years ended 31 December 2023 and 31 December 2022, each incorporated by reference into this Base Prospectus under the section "*Documents Incorporated by Reference*", and which the Issuer believes are useful to present the results and the financial performance of the Group.

For information regarding the APMs, including an explanation of the criteria used to construct them, see the sections headed "Alternative performance indicators" on page 21 of the audited consolidated financial statements of the Issuer for the year ended 31 December 2023, incorporated by reference into this Base Prospectus.

The Issuer believes that these APMs, although not required by IFRS and not audited, provide useful supplementary information to investors and that they are commonly used measures of financial performance complementary to, rather than a substitute for, IFRS financial information, since they facilitate operating performance and cash flow comparisons from period to period, time to time and company to company.

It should be noted that these financial measures are not recognised as a measure of performance or liquidity under IFRS and should not be recognized as an alternative to operating income or net income or any other performance measures recognised as being in accordance with IFRS.

These measures are not indicative of the historical operating results of the Group, nor are they meant to be predictive of future results. Since all companies do not calculate these measures in an identical manner, the Group's presentation may not be consistent with similar measures used by other companies. Therefore, undue reliance should not be placed on such data.

STABILISATION

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in the applicable Final Terms may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment

of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

CONTENTS

GENERAL DESCRIPTION OF THE PROGRAMME

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

This Overview constitutes a general description of the Programme for the purposes of Article 25(1) of Commission Delegated Regulation (EU) No 2019/980, as amended (the **Delegated Regulation**). Words and expressions defined in "Form of the Notes" and in the Conditions shall have the same meanings in this Overview.

Issuer:	UnipolSai Assicurazioni S.p.A.
Issuer Legal Entity Identifier (LEI):	815600E31C4E7006AB54
Group:	As of the date of this Base Prospectus, UnipolSai is the parent company of the group consisting of UnipolSai and its subsidiaries and is part of the Unipol Insurance Group (*Gruppo Assicurativo Unipol*) registered on the Registry of Insurance Groups under number 046. As of the date of this Base Prospectus, the UnipolSai Group is a leading insurance group operating in Italy. It offers a full range of traditional insurance and investment products, including pension products. For the year ended 31 December 2023, the aggregate (non-life and life) direct insurance income of the UnipolSai Group amounted to Euro 15.060 million, of which Euro 8.651 million was attributable to the non-life insurance business and Euro 6.409 million to the life insurance business. The UnipolSai Group also operates in the real estate sector and, to a lesser extent, in hotel management, medical clinics, agricultural activities and long-term rentals. By virtue of the implementation of the guidelines of the Strategic Plan (as defined below), the Group has developed the mobility, welfare and property ecosystems.
Risk Factors:	There are certain factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme and risks relating to the structure of a particular Series of Notes issued under the Programme. All of these are set out under "*Risk Factors*".
Description:	Euro Medium Term Note Programme
Arrangers and Dealers:	BNP Paribas Goldman Sachs International Intesa Sanpaolo S.p.A. J.P. Morgan SE Mediobanca – Banca di Credito Finanziario S.p.A.
Certain Restrictions:	Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see "*Subscription and*

	Sale") including the following restrictions applicable at the date of this Base Prospectus.
Issuing and Paying Agent for the Notes in Global Form:	BNP Paribas, Luxembourg Branch
Issuing and Paying Agent for the Dematerialised Notes:	BNP Paribas, Italian Branch
Listing Agent:	BNP Paribas, Luxembourg Branch
Programme Size:	Up to €3,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement) outstanding at any time. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
Distribution:	Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Currencies:	Notes may be denominated in, subject to any applicable legal or regulatory restrictions, any currency as specified in the relevant Final Terms.
Maturities:	Any maturity of one year or more, subject, in relation to specific currencies, to compliance with all applicable legal and/or regulatory and/or central bank requirements. No Notes having a maturity of less than one year and one day will be issued under the Programme. In the case of Tier 2 Notes, their redemption on maturity or early redemption is subject to satisfaction of the conditions set out in, and the scheduled maturity date or redemption date may be postponed in accordance with, Condition 7 (*Conditions for Redemption and Purchase*) of the Conditions of the Tier 2 Notes.
Issue Price:	Notes will be issued on a fully-paid basis and at any issue price, as specified in the relevant Final Terms.
Form of Notes:	The Notes will be issued in bearer form either in global form (and, in accordance with and subject to the Conditions set out hereunder, in definitive form) or in dematerialised form, as described in the relevant Final Terms.
Fixed Rate Notes:	Fixed interest will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer and on redemption and will be calculated on the basis of such Day Count Fraction as specified in the Final Terms.
Floating Rate Notes:	Floating Rate Notes will bear interest at a rate determined on the basis of a reference rate set out in the applicable Final Terms. Interest on Floating Rate Notes in respect of each Interest Period, as agreed prior to issue by the Issuer and the relevant Dealer, will be payable on such Interest Payment Dates, and will be calculated on the basis of such Day Count Fraction, as specified in the relevant Final Terms. The margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer for each Series of Floating Rate Notes.

	Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.
Zero Coupon Notes:	Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest.
Reset Notes:	Reset Notes will bear interest at a rate equal to the Initial Rate of Interest which will be reset, on any Reset Date specified in the applicable Final Terms, to the sum of the applicable Reset Reference Rate and the applicable Reset Margin specified in the applicable Final Terms.
Deferral of Interest for Tier 2 Notes:	If the applicable Final Terms of the relevant Tier 2 Notes state that Optional Deferral of Interest and/or Mandatory Deferral of Interest is applicable, the Issuer may elect to defer payment of all (or some only), and in some cases shall defer payment of all, of the interest accrued on the relevant Tier 2 Notes on an Interest Payment Date subject to certain conditions, all as described in further detail in the Terms and Conditions of the Tier 2 Notes.
Redemption:	The relevant Final Terms will specify the redemption amount. The relevant Final Terms relating to each Tranche of Notes will indicate either that the Notes of that Tranche cannot be redeemed prior to their stated maturity or that such Notes will be redeemable prior to such stated maturity at the option of the relevant Issuer on such terms as are indicated in the Terms and Conditions of the Notes and the applicable Final Terms. The Notes may be redeemed at the option of the Issuer for tax reasons. In addition, if specified in the relevant Final Terms, the Notes may be redeemed by the Issuer where Issuer Call or, in the case of Tier 2 Notes, Optional Redemption due to a Regulatory Event or Rating Event is specified. Redemption of Tier 2 Notes is subject to satisfaction of the conditions set out in the relevant Terms and Conditions.
Issuer Call:	If Issuer Call is specified as being applicable in the relevant Final Terms, the Issuer may, subject to the provisions of the relevant Conditions, redeem (a) in the case of Senior Notes, all or some only; and (b) in the case of Tier 2 Notes, all but not some only, of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount (Call) together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date.
Investor Put:	If Investor Put is specified as being applicable in the relevant Final Terms, holders of Senior Notes will have the right, subject to the provisions of the relevant Terms and Conditions, to require redemption of the Senior Notes.
Clean-up Call	If Clean-Up Call is specified as being applicable in the applicable Final Terms, in the event that at least 75% of the initial aggregate principal amount of the Notes has been purchased or redeemed by the Issuer, the Issuer may, subject to provisions of Condition 6 (*Redemption and Purchase*) of the Conditions of the Senior Notes and Condition 7 (*Conditions for Redemption and Purchase*) of the Conditions of the Subordinated Notes, at its option (having given not less than the minimum period nor more than the maximum period of notice specified in the relevant Final Terms to the Noteholders (which notice shall be irrevocable and

shall specify the date fixed for redemption)), redeem all of the Notes then outstanding at the Optional Redemption Amount (Clean-Up) together, if appropriate, with interest accrued to (but excluding) the date set for redemption.

Denomination of Notes:	The Notes will be issued in such denominations as specified in the relevant Final Terms save that the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency, see "*Certain Restrictions*" above, and save that the minimum denomination of each Note will be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amounts in such currency).
Taxation:	All payments in respect of the Notes will be made without deduction for or on account of withholding taxes imposed by any Tax Jurisdiction as provided in the Conditions. In the event that any such deduction is made, the Issuer will, save in certain limited circumstances provided in the relevant Conditions, be required to pay additional amounts to cover the amounts so deducted, as set out in Condition 7 (*Taxation*) of the Conditions of the Senior Notes and in Condition 8 (*Taxation*) of the Conditions of the Tier 2 Notes.
Negative Pledge:	The terms of the Senior Notes will contain a negative pledge provision as further described in Condition 3 (*Negative Pledge*) of the Conditions of the Senior Notes.
Cross Default:	The terms of the Senior Notes will contain a cross default provision as further described in Condition 9(c) of the Conditions of the Senior Notes.
Status of the Notes:	Senior Notes will constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 3 (*Negative Pledge*) of the Conditions of the Senior Notes) unsecured obligations of the Issuer and will rank *pari passu* among themselves and (save for certain obligations required to be preferred by law) equally with all other unsubordinated and unsecured obligations of the Issuer, from time to time outstanding. Tier 2 Notes will be issued on a subordinated basis, as provided in Condition 2 (*Status of the Notes*) of the Conditions of the Tier 2 Notes.
Rating:	Series of Notes issued under the Programme may be rated or unrated. Where a Series of Notes is rated, such rating will be disclosed in the applicable Final Terms and will not necessarily be the same as the ratings assigned to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.
Listing, admission to trading and approval:	Application has been made to the CSSF to approve this document as a base prospectus. Application has also been made to the Luxembourg Stock Exchange for Notes issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be admitted to the Official List of the Luxembourg Stock Exchange. Notes may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Issuer and the relevant Dealer in relation to the Series. Notes which are neither listed nor admitted to trading on any market may also be issued.

	The applicable Final Terms will state whether or not the relevant Notes are to be listed and/or admitted to trading and, if so, on which stock exchanges and/or markets.
Governing Law:	The Notes in Global Form and any non-contractual obligations arising out of or in connection with them may be governed by, and shall be construed in accordance with, English law or Italian law, as specified in the relevant Final Terms. In the case of Notes specified in the relevant Final Terms to be governed by English law, any non-contractual obligations arising out of or in connection with the Notes will be governed by, and shall be construed in accordance with, English law. Condition 2 (*Status of the Notes*) of the Conditions of the Tier 2 Notes shall be governed by Italian law. Condition 14 (*Meetings of Noteholders*) of the Conditions of the Senior Notes, Condition 15 (*Meetings of Noteholders*) of the Conditions of the Tier 2 Notes and the provisions of the Agency Agreements concerning the meetings of Noteholders and the appointment of the Noteholders' Representative are subject to compliance with the laws of the Republic of Italy. In the case of Notes specified in the relevant Final Terms to be governed by Italian law, the Notes and the Italian Law Agency Agreement will be governed by the laws of the Republic of Italy and any non-contractual obligations arising out of or in connection with the Global Notes will be governed by Italian law, while the form and transferability of the Global Notes will be governed by English law. The Dematerialised Notes and any non-contractual obligations arising out of or in connection with them will be governed by, and shall be construed in accordance with, Italian law. The Agency Agreement for the Dematerialised Notes will be governed by Italian law.
Selling Restrictions:	There are restrictions on the offer, sale and transfer of the Notes in the United States, the European Economic Area (including the Republic of Italy and the Grand Duchy of Luxembourg), the UK, Singapore and Japan and such other restrictions as may be required in connection with the offering and sale of a particular Tranche of Notes, see "*Subscription and Sale*".
United States Selling Restrictions:	Regulation S Category 1 or 2, TEFRA C or D/TEFRA not applicable, as specified in the applicable Final Terms.

RISK FACTORS

Any investment in the Notes is subject to a number of risks. Prior to investing in the Notes, prospective investors should carefully consider risk factors associated with any investment in the Notes, the business of the Issuer and the industry(ies) in which it operates together with all other information contained in this Base Prospectus, including, in particular, the risk factors described below and any document incorporated by reference herein.

The Issuer believes that the following risk factors may affect its ability to fulfil its obligations under the Notes issued under the Programme and/or may have a negative impact on the price of the Notes resulting in a partial or total loss of the investment of the Noteholders. Most of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. In addition, factors which are material for the purpose of assessing the market risks associated with the Notes issued under the Programme are also described below.

The Issuer believes that the factors described below represent the principal risks inherent in investing in the 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. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus (including, without limitation, any documents incorporated by reference herein) and reach their own views prior to making any investment decision, based upon their own judgement and upon advice from such financial, legal and tax advisors as they have deemed necessary.

References in these "Risk Factors" to the "relevant Terms and Conditions" are to the Terms and Conditions of the Senior Notes or the Terms and Conditions of the Tier 2 Notes, as the case may be, in each case appearing elsewhere in this Base Prospectus and as completed by the applicable Final Terms of the relevant Tranche of Notes. Words and expressions defined in "Applicable Final Terms", "Terms and Conditions of the Notes" or elsewhere in this Base Prospectus have the same meaning in this section. Prospective investors should read the entire Base Prospectus.

FACTORS THAT MAY AFFECT THE ISSUER'S ABILITY TO FULFIL ITS OBLIGATIONS UNDER THE NOTES ISSUED UNDER THE PROGRAMME

The risks below have been classified into the following categories:

1. Risks relating to the market and macro-economic conditions and other emerging risks;
2. Financial and investment risks;
3. Risks relating to the Issuer's business activity;
4. Insurance risks; and
5. Risks relating to the legal and regulatory environment.

1. RISKS RELATING TO THE MARKET AND MACRO-ECONOMIC CONDITIONS AND OTHER EMERGING RISKS

Risks related to negative developments in economic and financial market conditions, whether on a national or supranational basis

UnipolSai's businesses, financial position, capital position and results of operations are inherently subject to global financial market fluctuations and economic conditions generally. A wide variety of factors negatively impact economic growth prospects and contribute to high levels of volatility in financial markets (including in currency exchange, interest rates, credit spreads, equity prices, etc.). These factors include, among others, continuing concerns over sovereign debt issuers, particularly in Europe; adverse geopolitical events (including acts of terrorism or military conflicts); the stability and status quo of the European Monetary Union and concerns about the Italian economy (which is the main market for the Group) which might have a material adverse effect on UnipolSai's business and financial position, in light of the link between UnipolSai's credit rating and that of the Republic of Italy and also in connection with the fact that the UnipolSai Group invests in Italian government bonds. Additional factors include concerns over levels of economic growth and consumer confidence generally; the strengthening or weakening of foreign currencies against the Euro; structural reforms or other changes made to the Euro, the Eurozone or the European Union; the availability and cost of credit; the stability and solvency of certain financial institutions and other companies; inflation or deflation in certain markets; central banks' intervention in the financial markets through monetary policy interventions; volatile energy costs and political uncertainty regarding membership in the European Union or the Eurozone (as in the case of the United Kingdom's exit from the European Union and the uncertain implications such events may have on the legal rights and obligations of commercial parties across all industries).

Recent geopolitical events, such as the Russia – Ukraine and Middle East conflicts, and the consequences stemming from them have had, and may continue to have, a significant impact on the global economy and on the financial markets. The resulting strains on global supply chains, the sudden increase in the cost of natural gas and raw materials (also considering Italy's strong exposure to natural gas imports), the consequent sharp increase in the rates of inflation worldwide and the prolonged restrictive monetary policies adopted by financial regulators in response, are all factors that contribute to a generally increased and widespread economic and market uncertainty, compared to that which would be expected in a normal economic cycle. The diminished growth expectations for the global economy stemming from such factors can have a material effect on the Issuer's results of operations which, as a result, may be subject to greater volatility. The recent trade disputes between the United States and China and the related protectionist initiatives that have been introduced are another source of uncertainty regarding the U.S. and the worldwide political, regulatory and economic environment, including with respect to potential changes in U.S. laws, regulations and policies governing financial regulation, foreign trade and foreign investment. Certain initiatives from governments and support of central banks in order to stabilise financial markets could be suspended or interrupted which could, in an uncertain economic context, have an adverse effect on the global financial industry. These factors have had and may continue to have an adverse effect on UnipolSai's revenues and results of operations, in part because they can bring volatility to UnipolSai's investment portfolio, which is influenced by global economy conditions.

More generally, in an economic environment characterised by higher unemployment, lower family income, lower corporate earnings, lower business investment and lower consumer spending, the demand for UnipolSai's insurance products could be adversely affected. For instance, in such circumstances, UnipolSai's portfolio of insurance policies may experience an elevated incidence of lapses or surrenders in certain types of policies, or policyholders may choose to defer paying insurance premiums or stop paying them altogether. These developments could accordingly have a material adverse effect on UnipolSai's business, results of operations and financial condition.

Risks Related to the concentration of the Group's business in the Italian market

The UnipolSai Group carries out nearly all its insurance activities in the Italian market, and the same applies to the Group's segment which relates to other businesses, such as hotel management, health services and agriculture. Therefore, economic trends in Italy have had and will continue to have a significant impact on the profitability of the Group. The Group's non-life business is particularly sensitive to conditions in the Italian economy generally.

Adverse developments in the Italian economy and insurance market might result in a decrease of the Group's profitability and could potentially have a material adverse effect on its business, financial condition and results of operations.

Climate change

Climate change may have an impact on UnipolSai's business.

Climate change has been identified in the ERM Framework in the dual components of emerging risk and ESG risk managed along the value chain, with particular reference to underwriting and investment activities. The UnipolSai Group has mapped the risks and opportunities of climate change, prepared in accordance with the taxonomy defined by the Task Force on Climate-related Financial Disclosure. This map covers the various stages of the value chain and includes both physical and transitional risks, the impact of which is continuously measured through the Unipol Group's implementation of scenario and stress test analyses.

In reference to the climate change physical risks, the UnipolSai Group has undertaken activities to acquire greater awareness of the potential impacts deriving from changes in the frequency and intensity of catastrophic events, with particular regard to weather events and floods, that can impact on the number and cost of the claims and their management expenses, as well as reinsurance costs, in the UnipolSai Group's non-life business, in order to define the most appropriate mitigation methods. Specific activities are also in progress to integrate climate change scenarios over medium-term horizons into the UnipolSai Group's framework of stress tests. The processes and tools defined may not be fully effective in mitigating physical risk due to the high degree of uncertainty in accurately determining a timeframe and magnitude of the impacts, most of all in a medium- to long-term scenario.

In addition, the Group performs specific stress tests on the physical risk impacting the portfolio of financial instruments and their issuers based on different climate scenarios (NGFS scenarios) in terms of temperature increase.

Transition risks are the ones related to the transition towards a low-carbon economy that may entail extensive policy, legal, technology, and market changes to address mitigation and adaptation requirements related to climate change. These risks may affect the value of the UnipolSai Group's investments related to (i) sectors and activities with a high climate impact and (ii) own real estate assets; they may also have consequences for the UnipolSai Group's reputation and stakeholders, primarily investors. UnipolSai Group has put in place policies to prevent and mitigate transition risks, but the high level of uncertainty in political, technological and market contexts could undermine their effectiveness.

Risk related to the effects of the Covid-19 outbreak and to the occurrence of future pandemics

The COVID-19 outbreak has had a significant impact on the macroeconomic environment and has resulted in unprecedented volatility as well as economic and financial disruptions in Italy and worldwide. Despite the global health situation having significantly improved since 2020, the prolonged and persistent stress in financial market conditions as a consequence of the outbreak could continue to negatively affect market liquidity, and interventions by governments and central banks may prove ineffective or inadequate. Restrictions and quarantines introduced have led to social and economic shocks in multiple business segments, including those in which the Group operates, with potentially long-lasting effects. The consequential rise in the mortality and morbidity rates caused by the pandemic may continue to affect the performance of the life and non life insurance business unit of UnipolSai Group as a result of an increase in claims. Wider implications of this, and of any other pandemic that may occur in the future, on the disposable income of individuals and companies can affect the revenues of all the sectors of activity in which the Group operates. Regulatory authorities may furthermore impose moratorium measures that could limit the ability of the Group's financial institutions to enforce debts, or capital conservation measures that prohibit the payment of dividends by the Group's subsidiaries to the parent company. All these factors in relation to the outbreak of Covid-19, as well as of any other similar future pandemic may have an adverse impact on the business operations of UnipolSai Group, its funding and liquidity as well as the market value of its assets.

2. FINANCIAL AND INVESTMENT RISKS

Risk related to volatility of the financial markets

Market levels and investment returns are an important component in determining the UnipolSai Group's overall profitability; in addition, fluctuations in the financial markets such as the fixed income, equity and property markets can have a material effect on its business, financial condition, consolidated results of operations and investment returns. Changes in these factors can be very difficult to predict. Any adverse changes in the economies and/or financial markets in which funds under management are invested could have a material adverse effect on the UnipolSai Group's consolidated financial condition, results of operations and cash flows.

The Group has substantial exposure to fixed income securities (including Italian government bonds that, like all sovereign debt securities, are strongly impacted by the market's perception of the relevant country risks), equities and real estate within its assurance and shareholder portfolios. Fluctuations in the fixed income, equity and real estate markets will directly or indirectly affect the financial results of assurance operations, in particular through their impact on the levels of charges made on those policies which are related to the value of the assets backing the policy liabilities. In addition, such fluctuations will affect the capital requirements of the UnipolSai Group.

The ability of the UnipolSai Group to make profits on insurance products and investment products, including fixed and guaranteed products, depends in part on the returns on specific investments supporting its obligations under these products, which may fluctuate substantially depending on general economic conditions. Certain types of insurance and investment products that the Group offers expose it to risks associated with financial markets volatility, including certain types of interest-sensitive or variable products such as guaranteed annuities, which have guaranteed rates.

Increased volatility in the financial markets, combined with unforeseen policyholders' behaviour, may increase the cost of any hedging and/or negatively affect their effectiveness to mitigate certain of these risks, and, as a consequence, may adversely impact the Group's profitability.

Moreover, the current scenario of high interest rates, resulting from the policies of central banks which raised the cost of money on several occasions to cope with the high inflation environment, could have an impact on the Group's financial investments and a negative effect on the profitability of the Group.

In addition, the insurance portfolios may experience an elevated incidence of lapses or surrenders of policies, and policyholders may choose to defer paying insurance premiums or stop paying them altogether. These developments could have a material adverse effect on the Issuer's and the Group's business, results of operations and financial condition.

Risk related to changes in interest rates

Significant changes in interest rates could materially and adversely affect the Group's business and financial performance. The level of, and changes in, interest rates (including changes in the difference between the levels of prevailing short-term and long-term rates) may affect the Group's life and non-life insurance business and interest payable on debt. In particular, a change in interest rates can affect the availability of disposable income for investment in assurance products and other savings products, asset values, levels of bad debts, levels of investment income gains and losses on investments, funding costs and interest margins. Fluctuations in interest rates may also affect returns on fixed income investments and their market value. Generally, investment income may be reduced during sustained periods of lower interest rates as higher yielding fixed income securities are called, mature or are sold and the proceeds are reinvested at lower rates even though prices of fixed income securities tend to rise and gains realised upon their sale tend to increase. During periods of rising interest rates, prices of fixed income securities tend to fall and gains made upon their sale are lower or the losses made are greater.

Fluctuation in interest rates may affect both assets and liabilities valuation. Huge fluctuation in interest rates has a direct impact on the duration matching, and any duration mismatch may have a direct impact on the Group Solvency position.

Fluctuations in interest rates and returns from equity markets also have an impact on consumer behaviour, especially in the asset accumulation (e.g. pension funds) and life assurance businesses, where demand for life insurance products may decline when interest rates increase. The demand for non-life insurance products, particularly commercial lines, can also vary with the overall level of interest rates, due to the second round effects caused by those variations on the economic activity.

Credit risk

The Group is exposed to counterparty risk in relation to third parties. A failure by its counterparties to meet their obligations could have a material impact on its financial position. The Group is exposed to credit risk, *inter alia*, through holdings of fixed income instruments, exposures to reinsurers, exposures to credit institutions for cash deposits, etc.

A default by an institution or even concerns as to its creditworthiness could lead to significant liquidity problems or losses and defaults by other institutions due to the close credit, trading, clearing and other links between institutions. This risk may adversely affect financial intermediaries, such as clearing agencies, clearing houses, banks, securities firms and exchanges with which the Group interacts on a daily basis and therefore could adversely affect the business, financial condition and results of operations of the Group.

The Group is exposed to the risk of downgrade of the issuers of the financial instruments held in the portfolio, potentially leading to an increase in credit spreads with a negative impact on the value of the securities held.

A significant portion of the insurance segment's investment portfolio is represented by bonds issued by sovereign governments and financial and industrial companies.

A default by one or more of the issuers of securities held by the Group could have an adverse effect on the Issuer's and the Group's financial condition, results of operations and cash flows.

Additionally, the Group's life insurance and non-life insurance have substantial exposure to reinsurance through reinsurance arrangements. Under such arrangements, other insurers assume a portion of the costs, losses and expenses associated with policy claims and maturities, and reported and unreported losses in exchange for a portion of policy premiums. The availability, amount and cost of reinsurance depend on general market conditions and may vary significantly from year to year. Any decrease in the amount of reinsurance coverage will increase the Group's risk of loss. When reinsurance is obtained, the Group is still liable for those transferred risks if the reinsurer does not meet its obligations. Therefore, the inability or failure of the reinsurers to meet their financial obligations could materially affect the Group's operations and financial conditions.

There is a risk that the Group's credit exposure may exceed the limits stated in the Group's Policies.

Risk related to a downgrade of any of UnipolSai's credit ratings

The financial strength and issuer credit ratings assigned to UnipolSai express the rating agencies' opinion regarding the institution's creditworthiness and are a determining factor in influencing public confidence in the Group's business. Credit ratings are subject to change, suspension or withdrawal at any time by rating agencies. A downgrade, or the potential for such a downgrade, to the financial strength or issuer credit ratings assigned to UnipolSai may have an adverse impact on its financial position and client portfolio retention. A downgrade of UnipolSai's credit rating may have a negative effect on its ability to raise capital through the issuance of debt, increase the cost of such financing, reduce customers' and trading counterparties' confidence and impact profitability and competitiveness. Rating agencies assess a range of internal and external rating factors. In particular, potential Italian sovereign debt credit deterioration as an external rating factor could have adverse effects on the financial position of the Group and trigger a downgrade of UnipolSai's ratings. Internal rating factors that could lead to a downgrade are deteriorating levels of debt leverage, capital adequacy and market position.

Risks arising from the performance of the real estate market

UnipolSai operates in the Italian real estate business segment (secondary to its core insurance business) with a portfolio consisting mainly of retail, commercial and hotel properties owned through direct and indirect investments. The real estate business segment is impacted by a series of macroeconomic variables, including the balance of supply and demand, linked, in turn, to further variables such as the overall condition of the economy, the tax system, liquidity in the market, the level of interest rates and spread, the tightening of the financial conditions and alternative investments offering greater remuneration.

Within the context of investments in the real estate business segment, the UG Group participates, as a shareholder/lender, in real estate segments mainly concerning the residential and offices markets, essentially focused on large urban areas in Italy.

The feasibility, timing, profitability and, therefore, the success of these investments depend on a large number of factors including the availability of sources of finance (with particular reference to bank loans and/or the financial means of the project partners etc.), administrative aspects (such as obtaining the necessary authorisations from the competent authorities), unexpected events on building sites (e.g. delays related to unforeseen problems concerning geology, the environment, climate, projects, third-party claims or action), supplies (e.g. trends in terms of the cost of raw materials and lead times) and the state of the real estate market during the marketing stage (e.g. the dynamics of the supply and demand of developments in terms of viability and means of transport, the ease of obtaining credit and the level of interest rates).

Given that the main factors described above are liable to change over time and are not completely predictable during the stage of evaluation/investment or disinvestment decision, the possibility cannot be excluded that the feasibility and/or profitability of such investments may change in terms of time and/or conditions, with respect to the original forecasts, which may have a negative effect on the economic and/or financial position of the Group.

Sources of risk that may affect the return on real estate investments include those of a regulatory nature that may require investments to bring the condition of the real estate into compliance with regulations.

Risks arising from companies operating in sectors other than insurance and real estate

The Group also operates directly in sectors other than insurance and real estate, through investments arising from the lines of business of subsidiaries operating in the hotel management, healthcare and agricultural industries, car rental and from the innovation and management of mutual real estate investment funds.

The Group is therefore also exposed to risks related to the general economic situation and risks specific to these industries both in terms of the financial results of the relevant subsidiaries which, in the case of those operating in the car rental sector, may be more leveraged than others, and with regard to potential fluctuations in the value of real estate investments made by companies operating in these sectors.

3. RISKS RELATING TO THE ISSUER'S BUSINESS ACTIVITY

Risks related to the corporate rationalization project of the Issuer's parent company

On 16 February 2024, the Board of Directors of the Issuer approved a corporate rationalisation project of the group consisting of Unipol Gruppo and its subsidiaries (the **UG Group**) to be implemented through a merger by incorporation (the **Merger**) into the parent company Unipol Gruppo of UnipolSai, as well as Unipol Finance S.r.l., UnipolPart I S.p.A. and Unipol Investment S.p.A. (the **Sub-Holdings**), companies wholly owned by Unipol Gruppo and which hold shares of UnipolSai (the **Transaction**).

In the context of the Transaction, Unipol Gruppo has also launched a voluntary tender offer for all the ordinary shares of UnipolSai not held, directly or indirectly, by Unipol Gruppo itself.

The Merger, as more fully described in the section entitled "Description of the Issuer - Overview", is expected to be completed by the end of 2024 and following the Merger, Unipol Gruppo will be known as Unipol Assicurazioni S.p.A.

Prospective investors should consider that the Merger, provided its implementation takes place in accordance with the plans and modalities that are envisaged as at the date of this Base Prospectus, would result in the Issuer being incorporated in Unipol Gruppo, therefore ceasing to formally exist. As a result, investors should consider that the Issuer will no longer be known as "UnipolSai Assicurazioni S.p.A." but under the different corporate name "Unipol Assicurazioni S.p.A.".

The corporate reorganisation plan involving the Issuer is underpinned by certain expected positive outcomes, as more fully described in the section entitled "Description of the Issuer - Overview" of this Base Prospectus. However, there is a risk that such expected positive outcomes may not materialise following the Transaction, be it partially, fully or in any case in a way that reflects the Issuer's expectations as of the date of this Base Prospectus. As such, there can be no assurance that the Merger will not have a negative impact on any investment made under the Notes. The process of integration may require additional investments and expenses. Failure to successfully integrate investments could have a material adverse effect on the Group's business, financial condition and results of operations, which could have an adverse impact on the Issuer's ability to fulfil its obligations under the Notes.

Investors should further consider the risk of any change in the Issuer's ratings as a result of the Transaction and, more specifically, as a consequence of the Issuer's substitution. There is a risk that such a change may either involve an upgrading or a downgrading of the ratings assigned to the Issuer and to the Notes.

Further risks that could materialise after the Transaction has been completed concern the future financial performance of the Issuer, as well as its performance in relation to its management and business strategy. As at the date of this Base Prospectus, there is uncertainty as to the impact the Transaction may have on the Issuer's future performance. Overall, there can be no assurance that the criteria that any investor may adopt to evaluate the performance, hence the risk profile, of the Issuer when making an investment decision in relation to the Notes may continue to be sufficiently accurate and/or adequate to the Issuer following the Transaction. In addition, there can also be no assurance that Unipol Assicurazioni S.p.A. as the new Issuer will not engage in any other corporate reorganizations in the form of, for instance, further mergers or acquisitions in the future. As such, investors should consider that the business structure the Issuer is currently part of as at the date of this Base Prospectus, and the expected structure it will be part of following the Transaction, may be further altered in the future.

Finally, there is a potential risk that the Transaction may not go ahead at all, or at least in the ways in which it has been planned to take place as at the date of this Base Prospectus due to other external factors that are either fully or partially beyond the Issuer and/or the UG Group's control, such as the obtainment of all regulatory and anti-trust approvals.

Risks arising from the failure to fully implement the Strategic Plan

On 12 May 2022, the Board of Directors of UnipolSai approved the strategic business plan (the **Strategic Plan**) for the 2022-2024 period. The Strategic Plan has the objective of strengthening UnipolSai's leadership in the next three years and is aimed at creating value for all UnipolSai's stakeholders.

The Strategic Plan is based on a series of critical assumptions. However, the predetermined objective envisaged by the Strategic Plan may not be achieved, in whole or in part, for any reason whatsoever including as a result of the occurrence of one or more of the risks discussed in this section of the Base Prospectus, thus meaning that the results of the Group may differ, possibly in a significant manner, compared to what is set out in the Strategic Plan, with potential negative consequences in relation to the financial and economic situation and/or assets of the Group.

Operational risk

UnipolSai, like all financial services undertakings, is exposed to operational risk, which is the risk of loss arising from inadequate or failed internal processes, personnel or systems, or from external events. Operational risk includes legal, compliance and information technology risks. UnipolSai's systems and processes are designed and run taking operational risk into account. Any weaknesses or failures in processes and systems, however, could adversely affect the undertaking's activities and financial performance.

This operational risk also exposes the Group to reputational consequences. The Group's reputation is influenced by its behaviour in a range of areas such as product and service quality, innovation, governance, financial performance, leadership, workplace and corporate social responsibility. The Group's reputation among its stakeholders could deteriorate mainly due to strategic risk or operational risks, such as breaches of data security, cyber threats or fraud, or ESG-related risks (Environmental, Social and Governance) in its operations, underwriting and investment activities. A deterioration in the Group's reputation could have a negative impact on its "social licence to operate", its ability to secure new resources and labour and its economic and financial performance.

Risks related to asset liability management and liquidity

The Issuer plans its investments with the objective of matching returns and maturities to the commitments made to the Group's insurance clients and the liabilities recorded. Any maturities mismatch between such assets and liabilities may have an adverse impact on the Group's financial condition, results of operations and cash flows.

In addition, in case of a liquidity crisis in the sectors in which the Group operates or in the broader financial market, proceeds from the sale of highly liquid instruments held by the Group may not be sufficient to meet its obligations. Therefore, should UnipolSai need to dispose of illiquid financial instruments, it could be forced to make sales at lower prices than expected, which may potentially have an adverse impact on its financial condition, economic outcomes cash flows as well as its solvency position.

Strategic risk

The Group, like all financial services groups, is subject to strategic risk, mainly due to significant changes in the external environment in which it operates. There can be no assurance that future trends in economic and geopolitical conditions, in regulatory framework, in technology, in climate and the natural environment and in society's and stakeholders' behaviours will not have adverse effects on Group's strategy, which could materially negatively affect the Group's reputation as well as its economic and financial position and its business model sustainability.

Risk related to risk management policies, procedures and methods

The Group's policies, procedures and assessment methods to manage market, credit, liquidity and operating risks may not be fully effective in mitigating its risk exposure in all market environments or against all types of risks, including risks that the Group fails to identify or anticipate. If existing or potential customers, shareholders or stakeholders (including lenders) believe that its risk management policies and procedures are inadequate, the Issuer's reputation as well as its revenues and profits may potentially be negatively affected.

Risks related to the adequacy of its technical reserves

The technical reserves of the Group's insurance businesses serve to cover the current and future liabilities towards its policyholders and originate from the collection of the insurance premiums. Technical reserves are established with respect to both the Group's life and non-life insurance businesses and are divided into different categories depending on the type of insurance business (life or non-life) to which they relate. These technical reserves and the assets backing them represent a major part of the Group's balance sheet. Depending on the actual realisation of the future liabilities (i.e. the claims as actually experienced), the current technical reserves may prove to be inadequate, and the assets backing the liabilities could be sold to match the claims payment during unfavourable financial conditions with a negative impact on Group results. To the extent that technical reserves are insufficient to cover the Group's actual insurance losses, expenses or future policy benefits, the Group would have to add to these technical reserves and incur a charge to its earnings, which could adversely impact its results and financial condition.

Risks related to administrative, civil and tax proceedings

As part of the ordinary course of business, companies within the Group are, and may be, subject to a number of civil, administrative, tax, regulatory and criminal proceedings relating to their activities. UnipolSai considers that the provisions in its consolidated financial statements for losses which are certain or probable and reasonably estimable are adequate. However, the occurrence of new developments, facts and circumstances that were not predictable at the time the relevant provisions were made may result in such provisions being inadequate or mean that the assessment of the appropriate provisions in relation to certain proceedings could be in progress. In certain cases, where the negative outcome of disputes is considered to be only a remote possibility, no specific provisions are made in the Issuer's consolidated accounts. In addition, UnipolSai and its subsidiaries are and may be involved in certain proceedings for which no provisions for contingent liabilities were, or will be, made as the impact of any negative outcome could not be estimated. To the extent UnipolSai or the relevant subsidiary is not successful in some or all of these matters, or in future legal challenges (including potential class actions), the Group's results of operations or financial condition may be materially adversely affected.

Risks from acquisitions, integration and business combination

UnipolSai Group monitors the core businesses in search of opportunities to acquire individual assets or corporations in order to achieve its growth targets or complement its asset portfolio. The acquisitions that the Group has already carried out will, and any future acquisitions may, result in a significant expansion and increased complexity of the Group's operations. Acquisitions require the integration and combination of different management, strategies, procedures, products and services, client bases and distribution networks, with the aim of streamlining the business structure and operations of the newly enlarged group. Acquisitions entail an execution risk, including the risk that the acquirer will not be able to integrate the purchased assets to achieve expected synergies. Any joint investments realised under joint ventures and any other future investments in foreign or domestic companies may result in increased complexity of the Group's operations and there can be no assurance that such investments will be properly integrated with the Issuer's quality standards, policies and procedures to achieve consistency with the rest of the Group's operations. The process of integration may require additional investments and expenses. Failure to successfully integrate investments could have a material adverse effect on the Group's business, financial condition and results of operations, which could have an adverse impact on the Issuer's ability to fulfil its obligations under the Notes.

Risks related to changes in fiscal law

The Issuer is subject to risks associated with changes in tax law or in the interpretation of tax law, changes in tax rates and consequences arising from non-compliance with procedures required by tax authorities. More in particular, the Issuer is required to pay Italian corporate income taxes (IRES) pursuant to Title II of Italian Presidential Decree no. 917 of 22 December 1986 (i.e. the Consolidated Income Tax Law, or **TUIR**) and the Italian regional business tax (**IRAP**) pursuant to Legislative Decree no. 446 of 15 December 1997, and the amount of taxes due and payable by the Issuer may be affected by tax benefits from time to time available.

From time to time, the Italian budget law may also include provisions that affect the deductibility of particular items that could result in an increase in the taxable income of the Issuer for IRES and/or IRAP purposes, either in general or for specific tax period(s), for example the measures introduced by the 2019 budget law as regards the treatment of loss on loans to customers recognised on first application of IFRS 9.

Any legislative changes affecting the calculation of taxes could therefore have an impact on the Issuer's financial condition, results of operations and cash flow. Moreover, Law No. 111 of 9 August 2023, recently approved by the Italian Parliament, has delegated the Italian Government to enact, within the next twenty-four months, one or more legislative decrees envisaging the reform of the Italian tax system (the **Tax Reform**).

According to the aforementioned law, the Tax Reform could significantly change the taxation of financial income 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. Therefore, the information provided in this Prospectus may not reflect the future tax framework.

Risk related to increased competition

Competition is intense in all of the Group's primary business areas in the Republic of Italy. In particular, the Italian insurance market has experienced significant changes in recent years due to the introduction of several laws and regulations as a result of the implementation of a number of insurance directives issued by the European Union. Consequently, direct marketing of non-life and life insurance may be carried out on a cross-border basis and, therefore, it is much easier for insurance companies to operate outside their home State. The development of a single European market, together with the reduction of regulatory restrictions, is also facilitating the growth of new distribution systems, partially replacing the traditional reliance on insurance intermediaries such as agents. Changes in the regulatory regime have also increased, and may in the future increase, competitive pressure on insurance companies in the Italian market in general. Continued consolidation of the insurance industry could lead to market-wide price reductions resulting in pressure on margins. Such competitive pressure may lead to adjustments to policy terms, withdrawal from or reduction of capacity in certain business lines or reduction of prices resulting in decreased margins.

Risks related to the impairment of goodwill

The Group has recognised goodwill totalling Euro 765 million as at 31 December 2023. Future events related to trends in the general economy, in the regulatory framework and in the market could reduce the recovery amount of the recognised goodwill so that impairment charges could be required, with an eventual material adverse impact on the Group's financial condition and results of operations. No impact on the solvency position is expected as goodwill is deducted directly from own funds pursuant to the Solvency II regulation.

4. INSURANCE RISKS

Risks related to concentration in the non-life and motor vehicle insurance businesses

The non-life business and the motor vehicle third-party liability insurance business, in particular, are key sources of the UnipolSai Group's revenues.

A reduction in average tariffs and premiums or an increase in the average cost of claims, as a result of, among other things, regulatory changes, or an increase in claims frequency, or an adverse change in pay-out periods, or an increase in the rate of claims inflation could have an adverse impact on the Group's profitability and, consequently, on its financial condition, results of operations and cash flows. In addition, given the Group's significant presence in the motor vehicle third-party liability insurance business, negative trends in the automotive market, such as a continued decline in new car registrations, with a resulting shrinkage of the pool of insured cars, could have an adverse impact on its financial condition, results of operations and cash flows.

Risk related to claims experience that may be inconsistent with the assumptions used to price products and establish reserves

The earnings of the Group depend significantly on the extent to which its actual claims experience is consistent with the assumptions used in setting product prices and to establish liability for technical provisions and claims. There can be no assurance that actual experience will match these estimates.

The Group has risk exposures to natural catastrophes (such as earthquake, flood and hail) that are mitigated through reinsurance. There is a risk that such strategy proves to be insufficient to properly mitigate the above risk given the level of protection bought, also taking into account the worsening of climate change.

Risk related to underwriting performance and insurance claims

Underwriting performance, for both the life and non-life businesses, is an important component of the Group's overall profitability and fluctuations in the frequency and severity of incurred and reported claims can have a material effect on the consolidated results of operations. In addition, fluctuations in the frequency and severity of incurred and reported claims could have a material adverse impact on the Group's consolidated financial condition, results of operations and cash flows.

Risks arising from fraud

The insurance business is exposed to risks generated by false claims and inaccurate representations of events and damage incurred following accidents suffered or caused by insured persons. The Group has developed a corporate structure designed to prevent, report and fight insurance fraud and other similar types of behaviour as well as a corporate structure based on specific internal procedures aimed at taking, if necessary, the most suitable legal actions.

These procedures have reduced insurance fraud; nonetheless, the Group is exposed to risks resulting from false claims or inaccurate declarations of events and harm suffered by clients or third parties, which can result in a rise in the number of claims and their average cost and, consequently, a reduction in the profitability of the insurance business and, possibly, a negative effect on the economic and/or financial position of the Group.

Risks associated with the Group's life insurance business

Longevity and surrenders

Life expectancies continue to increase in the world's developed areas. If mortality estimates prove to be inaccurate, liabilities to the policyholders of the Group's insurance companies in connection with pensions and annuity products will increase at a rate faster than expected. This may lead to significant unexpected losses.

Surrenders of deferred annuities and life insurance products can result in losses and decreased revenues if surrender levels differ significantly from assumed levels.

Pandemic

Assumptions about mortality used in pricing products are based on information deriving from company statistics and market information. These assumptions reflect the best estimate of UnipolSai or the relevant subsidiary for any given year. However, a global pandemic, such as bird flu, swine flu or COVID-19, may produce an increase in mortality in excess of assumptions and the number of claims to be paid being greater than planned. These types of events are considered when assessing and reviewing a variety of financial cover options, such as reinsurance, but such cover may not meet all or even a majority of the Group's liabilities in the event of a pandemic.

Life insurance financial risk

The investment risk on life assurance portfolios is often shared in whole or in part with policyholders, depending on the product sold. Fluctuations in the fixed income and equity markets will directly affect the financial results of life assurance operations and will also have indirect effects through their impact on the value of technical provisions, which in most cases are related to the value of the assets backing the policy liabilities. Adverse financial markets could increase the risk that the technical reserves of the relevant Group companies do not match all the life insurance liabilities.

Minimum guaranteed returns

A significant part of the life insurance policies sold in the past by the Group to customers provides a guaranteed minimum return (while new policies provide for a minimum return close or equal to zero with best of revaluation). A reduction of the return on investments realised by the Group could result in losses for the Group's insurance business, in the event that the effective return is lower than the return guaranteed to customers. In addition, higher interest rates might determine an increase in life policy redemptions, which could materially adversely affect the Group's cash flows, financial condition and results of operations.

Adequacy of resources to meet pension obligations

There is a risk that provisions for future obligations under customers' pension plans and other defined post-employment benefits offered by the Group to its customers may not be adequate. In assessing the liability of the Group to its policyholders for defined benefit pension plans and other post-employment plans, assumptions are made about mortality rates, discount rates, expected long-term rates of return on plan assets and age of retirement. These assumptions may differ from actual results due to changing economic conditions, changes in social security sets of rules, higher or lower withdrawal rates or longer or shorter life spans of participants. These differences may result in changes to pension income or expense recorded in future years.

Risks related to the circumstance that reinsurance may not be adequate to protect the insurance business segment against losses

In the normal course of business, the Group transfers exposure to certain risks in its non-life and life insurance businesses to third parties through reinsurance agreements. Under these agreements, reinsurers assume a portion of the Group's losses and expenses associated with reported and unreported claims in exchange for a portion of the premiums. The availability, amount and cost of reinsurance depend on general market conditions and may vary significantly. If reinsurance is not available at commercially attractive rates and if the resulting additional costs are not compensated by premiums paid to the Group, this could adversely affect the Group's results. Also, increasing concentration in the reinsurance market reduces the number of major reinsurance providers and, therefore, could hamper the Group's efforts to diversify in its reinsurance risk.

Any decrease in the amount of the Group's reinsurance cover relative to its primary insurance liability could increase its risk of loss. Reinsurance agreements do not eliminate the Group's obligation to pay claims and introduce credit risk with respect to the Group's ability to recover amounts due from the reinsurers. While the Group monitors the solvency position of its reinsurers through a periodic review of their financial statements, the risk of default by a reinsurer cannot be excluded. Any inability of the Group's reinsurers to meet their financial obligations could materially adversely affect its insurance businesses results.

5. RISKS RELATING TO THE LEGAL AND REGULATORY ENVIRONMENT

Risks related to regulatory compliance and changes in the regulatory framework

The insurance activities of UnipolSai and its subsidiaries are subject to a number of regulatory provisions, primarily in the Italian territory, where substantially all of its business is currently conducted.

Given the nature of the UnipolSai Group, Group companies are subject to several different regulatory provisions; furthermore, such entities have been in the past – and might be in the future – subject to inspections and stress tests by the competent supervisory authorities, including, without limitation, IVASS, the Italian Securities and Exchange Commission (**CONSOB**), the European Insurance and Occupational Pensions Authority (**EIOPA**), the European Securities and Markets Authority (**ESMA**), *Autorità Garante della Concorrenza e del Mercato* (the Italian antitrust authority), *Commissione di Vigilanza sui Fondi Pensione* (the Italian pensions supervisory authority), *Banca d'Italia* (the Italian central bank and supervisory authority for banks, financial intermediaries, payment institutions and electronic money institutions), *Autorità Garante per la Protezione dei Dati Personali* (the Italian Data Protection Authority) and *Unità di Informazione finanziaria per l'Italia* (the Italian financial intelligence unit).

Furthermore, the Issuer is a listed company and accordingly is subject to extensive regulation and supervision by CONSOB. Regulatory authorities, in particular IVASS and the Italian antitrust authority, have broad jurisdiction over many aspects of the Group's business, including solvency capital requirements and capital adequacy, marketing, selling and distribution practices, advertising, governance, policy forms, terms of business and permitted investments.

As the applicable insurance regulatory framework is constantly being revised and updated, the Issuer is not able to foresee all potential changes. Moreover, the policies adopted by Group companies to ensure compliance with such framework might become obsolete, thus requiring the Group to constantly monitor and adapt such policies to the changing regulatory environment. New regulatory initiatives, including, *inter alia*, those relating to capital requirements, increasing regulatory and law enforcement scrutiny on anti-money laundering, counter-terrorist financing and international sanctions requirements and more stringent regulatory investigations of the insurance industry, could increase the cost of doing business, affect the competitive balance in general and impair the liquidity and financial position of the Issuer and the Group. Regulatory proceedings as a result of non-compliance with applicable regulations or failure to undertake corrective action could result in adverse publicity for, or negative perceptions regarding, the regulated entity, as well as diverting management's attention away from the day-to-day management of the business. A significant regulatory action against a member of the Group could have a material adverse effect on the business of the Group, its results of operations and/or financial condition. In addition, changes in government policy, legislation or regulatory interpretation applying to the financial services industry in the markets in which the Group operates may adversely affect its product range, distribution channels, capital requirements and, consequently, its results and financing requirements. These changes, which may occur at any time, include possible changes in government pension requirements and policies, the regulation of selling practices and solvency requirements.

As to the applicable EU insurance legal and regulatory framework, risk-based capital and solvency requirements for insurance companies are mainly set forth by Directive 2009/138/EC of the European Parliament and of the Council of 25 November 2009 on the taking-up and pursuit of the business of Insurance and Reinsurance (the **Solvency II Directive**), as subsequently amended and supplemented, in particular by Directive 2014/51/EU (the **Omnibus II Directive**). Implementing provisions of the Solvency II Directive are set forth by EU Commission Delegated Regulation No. 2015/35 as amended by EU Commission Delegated Regulation No 2016/467 (the **Solvency II Regulations**), aimed at ensuring harmonisation of the Solvency II Directive throughout the European Union, with particular regard to capital requirements and other measures related to long-term investments, requirements on the composition of insurers' own funds as well as remuneration issues. In addition to meeting new regulatory capital requirements, the Solvency II framework requires all insurance and reinsurance undertakings to have in place an effective system of governance which provides for sound and prudent management of the business as well as an effective risk-management system comprising strategies, processes, and reporting procedures necessary to identify, measure, monitor, manage and report, on a continuous basis, the risks to which they are or could be exposed and their interdependencies (the so-called **Pillar 2 requirements**). Solvency II has also introduced specific requirements as to public disclosure of information and supervisory reporting (the so-called **Pillar 3 requirements**) which include, *inter alia*, the submission by insurers of an annual public report on their solvency and financial condition, describing their activities and results, operations, risk profile, the principles used to value their assets, their technical provisions and other liabilities, and capital management.

The Solvency II framework entered into force on 1 January 2016. In Italy, the Solvency II Directive was incorporated into national law by Legislative Decree No. 74 of 12 May 2015, which amended and supplemented Legislative Decree No. 209 of 7 September 2005 (the **Italian Code of Private Insurance**).

The Solvency II framework has been the subject of ongoing review by the European Commission and EIOPA. In particular, amendments have been introduced by Directive (EU) 2019/2177 of 18 December 2019, which introduces corrections to the functioning of the country component of the volatility adjustment. Specifically, the rules call for a reduction in the intervention threshold (from 100 to 85 basis points in terms of the country spread and the currency spread with respect to the yields of baskets of financial assets) and the national volatility adjustment component so as to make the effective application of that correction component more frequent, while in the past it was limited to cases of strong financial market turbulence. On 22 September 2021, the European Commission published a legislative proposal for a comprehensive "review package" of Solvency II rules. The proposal included (i) changes to the Solvency II Directive aimed at incentivising the insurance and reinsurance sector to invest more in long-term capital in line with Capital Markets Union objectives, while ensuring it remains solid and protective of consumers' interests in difficult economic times; and (ii) a legislative proposal for a directive establishing a framework for recovery and resolution of insurance and reinsurance undertakings, namely the Insurance Recovery and Resolution Directive (**Draft IRRD**), whereby it was envisaged that national authorities will have tools to tackle problems with failing insurance and (re)insurers, including by taking them off the market in an orderly way while preserving the continuity of the insurance coverage as much as possible. Following the political agreement on the above proposals reached in

December 2023 between the European Parliament and the Council of Europe, the above legislative package received the final endorsement from the European Parliament, plenary session, on 23 April 2024. As at the date of this Base Prospectus, the formal publication of the adopted text of the changes to Solvency II Directive and the adopted text of the Draft IRRD is still pending. As the Solvency II framework is subject to ongoing review and revision on several matters, the Issuer is not able to predict the regulatory impacts of such revision, as well as the potential relevant implementation cost (if any). The ongoing review of the Solvency II framework by the European Parliament and EIOPA may result in adjustments to methods, assumptions and parameters as well as changes in policy options, which may result in more stringent capital requirements and/or a decrease in available capital. Other recent developments in relation to the applicable regulatory framework at EU level include two regulations on the supervision of insurance undertakings adopted by the European Commission on 4 April 2023: a first (Regulation (EU) 2023/894) regarding templates for the submission by insurance and reinsurance undertakings to their supervisory authorities of the information necessary for their supervision; and a second (Regulation (EU) 2023/895) concerning procedures, formats and templates for the disclosure by insurance and reinsurance undertakings of their solvency and financial condition report. For a discussion of the potential risks deriving from such regulatory changes, see further the risk factor entitled "*The claims of the Noteholders under the Notes will likely be affected by the approval and implementation of the legislative proposals on Insurance Resolution and Recovery and proposed amendments to the Solvency II Directive*" below.

On 13 August 2023, the European Commission also adopted Regulation (EU) 2023/1803 governing the exemption from the requirement to use annual cohorts for groups of contracts under IFRS 17 Insurance Contracts. Companies should therefore disclose in the notes to the financial statements which portfolios the exemption has been applied to. The Commission should by 31 December 2027 review the exemption from the annual cohort requirement for intergenerationally-mutualised and cash flow matched contracts, taking into account the IASB post-implementation review of IFRS 17.

Another key European Regulation that has major impacts on insurance business is Regulation (EU) 2019/2088 on sustainability-related disclosures in the financial services sector (**SFDR**), which became applicable starting from 10 March 2021. SFDR impacts insurance companies both as institutional investors and product manufacturers. From an investment perspective, it mandates greater transparency around how sustainability risks are integrated into investment decisions, ensuring that insurance companies, as major institutional investors, contribute to the EU's sustainability objectives. This encourages institutional investors to consider environmental, social, and governance (**ESG**) factors more closely, leading to a shift towards more sustainable investments. As product manufacturers, insurance companies must disclose how their products consider ESG factors, influencing product design and offering.

For more information on the amendments to the Solvency II and the wider regulatory framework in which the Issuer operates, please refer to the "*Regulatory Framework*" paragraph in the section "*Description of the Issuer*".

More broadly, turmoil in the financial markets may well result in significant regulatory changes affecting financial institutions, including insurance and reinsurance undertakings, as well as reforms aimed at addressing the issue of systemic risk and the perceived gaps in the regulatory framework viewed as having contributed to the financial crisis. New regulatory initiatives could increase the cost of doing business, limit the scope of permissible activities or affect the competitive balance in general.

Several legislative initiatives promoted by the European Commission may significantly impact the profitability of insurance and financial firms. One is the Regulation (EU) 2022/2554 on digital operational resilience for the financial sector (**DORA**), which will be applicable starting from 17 January 2025. DORA mandates updating and strengthening internal policies and procedures of financial and insurance entities, especially concerning the assessment and mitigation of third-party ICT risks and ICT incident management.

Furthermore, the Regulation on harmonised rules on fair access to and use of data (**Data Act**) is expected to substantially impact on the competitive landscape for insurance and financial firms. The Data Act, which entered into force on 11 January 2024, establishes clear and fair rules for accessing and using data within the European data economy. Pursuant to this regulation, connected products will be designed and manufactured to enable users –

whether businesses or consumers – to easily and securely access, use and share the generated data. The Data Act grants users the right to promptly access data generated from IoT products or related services they own, lease, or rent, free of charge, and to authorise data owners to share this data with third-party service providers. These provisions aim to boost competitiveness and foster innovation. The Data Act is particularly important for insurance undertakings as it lays the groundwork for future sectoral legislations on data sharing, including data generated by motor vehicles, insurance black boxes, and wearable medical devices.

Another significant European legislation is the so-called Retail Investment Strategy (**RIS**), a legislative package amending Directive (EU) 2016/97, Directive (EU) 2014/65 and Regulation (EU) 1286/2014 with the aim of mitigating conflicts of interest, tackling misleading marketing communications and enhancing transparency and value for money of investment products, including insurance investment products. Key measures include a partial ban on the payment and receipt of inducements for non-advised sales and the introduction of benchmarks developed by ESMA and EIOPA for assessing costs and performance of investment products, with the objective of hindering the distribution of products with low value for money. The approval of the RIS package is currently under the consideration of the European Parliament and Council.

The proposed Regulation on Financial Data Access (**FIDA**) is also expected to affect the competitive landscape. FIDA will require financial entities, including insurance undertakings, to grant access to their clients' financial data, upon the client's consent, to third parties, including banks and insurance companies, as well as other third parties. FIDA extends the data sharing model introduced in the payment sector by Directive (EU) 2013/2066 (**PSD2**) to the broader financial sector, potentially enhancing competition by facilitating product comparison and switching. FIDA's approval is pending approval from European Parliament and Council.

Lastly, the proposed Regulation on Artificial Intelligence (**AI Act**) carries significant implication for insurance companies. Notably, the AI Act introduces strict requirements for AI systems identified as "high risks", such as those intended to be used for risk assessment and pricing in relation to natural persons in the case of life and health insurance. Insurance companies developing and marketing high-risk AI systems will face stringent requirements, including *ex ante* conformity assessments, whereas those merely deploying them will encounter fewer obligations. The AI Act's publication on the Official Journal of the European Union is pending review by jurists-linguists and formal adoption by the Council.

With reference to national primary legislation, please also note Italian Legislative Decree 49 of 10 May 2019 issued in implementation of Directive (EU) 2017/828 as regards the encouragement of long-term shareholder engagement (**Shareholder Rights II**), which introduced significant amendments to the Consolidated Law on Finance, including: (a) attribution to issuers of the right to ask intermediaries and central depositories to identify the shareholders holding more than 0.5% of the share capital with voting rights; (b) new transparency obligations for pension funds and insurance companies, now defined as institutional investors, when they invest in shares of companies listed in Italian or EU regulated markets (for insurance companies it is also necessary to report their investment strategies in the Solvency and Financial Conditions Report); (c) complete voting on the Report on the remuneration policy and compensation paid by the shareholders' meeting, with both sections of the Report now being subject to shareholder vote; and (d) more detailed regulations on transactions with related parties (with the resulting amendment of Art. 2391-bis of the Italian Civil Code), in part referred to CONSOB regulations.

Further implementation of Shareholder Rights II in Italy is the Legislative Decree No. 84 of 14 July 2020, which, in particular, modifies certain provisions of the TUF regarding the sanctions regime on remuneration and related party transactions and the provisions of the Private Insurance Code on the requirements of the companies' representatives and participants of the insurance companies.

In terms of secondary regulations, of specific importance in the insurance sector are the provisions on product oversight and government and insurance distribution which complete the adoption of Directive EU 2016/97 (the **Insurance Distribution Directive** or **IDD**), incorporated into Italian law by Legislative Decree No. 68 of 21 May 2018, within the Italian legal system. Further provisions relating thereto have been introduced in IVASS and CONSOB regulations.

Risk related to Solvency Capital Requirement calculations

As specified under the section "*Description of the Issuer – Other information relating to the insurance sector*", IVASS authorised UnipolSai to use the specific parameters in place of the sub-set of parameters defined in the so-called "Standard Formula" with effect from 1 January 2016. In addition, UnipolSai Assicurazioni received authorisation to use the so-called "Partial Internal Model" for calculating the individual Solvency Capital Requirement with effect from 31 December 2016. Solvency II requires insurance undertakings to continue to meet a number of post-approval requirements; in case of non-compliance with such post-approval requirements triggering material effects, IVASS may require insurance undertakings to either calculate their Solvency Capital Requirement (SCR) in accordance with the so-called "Standard Formula" or add on a specific required capital charge if the internal model no longer captures the overall risk.

Risk related to supervisory requirements and policy measures developed by the IAIS

The International association of Insurance Supervisors (**IAIS**) has developed three tiers of supervisory requirements and actions applicable to the insurance industry. These include:

- Insurance Core Principles (**ICPs**) that are intended to apply to the supervision of all insurers and insurance groups, regardless of size, complexity or systemic importance;

- a common framework (**ComFrame**) for the supervision of internationally active insurance groups (**IAIGs**); and

- a risk-based, global insurance capital standard (the **Insurance Capital Standard** or **ICS**) applying to IAIGs, to be enforced by the national regulators.

The IAIS formally adopted ComFrame and ICS Version 2.0 in November 2019. Implementation of ICS Version 2.0 was conducted in two phases: firstly, ICS Version 2.0, to be used for confidential reporting to group-wide supervisors and discussion in supervisory colleges during a "monitoring period" lasting for five years. The ICS is not to be used as a prescribed capital requirement in this phase. Secondly, the ICS will be implemented as a group-wide prescribed capital requirement.

The IAIS has furthermore adopted the holistic framework for assessment and mitigation of systemic risk in the insurance sector, implemented from the beginning of 2020 and endorsed in December 2022 by the Financial Stability Board. The framework consists of an enhanced set of supervisory policy measures and powers of intervention, an annual IAIS global monitoring exercise, and collective discussion on the outcomes and appropriate supervisory responses, along with a robust implementation assessment. These and other measures and policies adopted by the IAIS from time to time could have a significant effect on the Group's business, financial condition or results of operations, and impact the Group's capital requirements and its competitive position vis-à-vis other insurance groups that are not subject to these more stringent policy measures.

Risk related to the application of the General Data Protection Regulation

The General Data Protection Regulation (Regulation (EU) 2016/679; the **GDPR**) – which repealed the Data Protection Directive (95/46/EC) and is applicable from 25 May 2018 – aims at strengthening data protection and providing a consistent and harmonised regulatory framework for the processing of personal data within the European Union (**EU**). The Italian government approved Legislative Decree No. 101 of 10 August 2018 for the purpose of harmonising the existing national legal framework with the new GDPR provisions and implementing those requirements addressed to Member States. The GDPR applies to the processing of personal data[1] in the context of the activities of an establishment by a controller or a processor in the European Union, regardless of whether the processing takes place in the EU or not. In addition, it applies to the processing of personal data of data subjects who are in the EU by a controller or processor not established in the Union, where the processing activities are related to

[1] Any information concerning an identified or identifiable natural person.

(a) the offering of goods or services to data subjects in the EU, or (b) the monitoring of their behaviour which takes place within the EU. Therefore, the GDPR applies even to organisations processing personal data in the European Union, which have no presence within the EU.

The GDPR has resulted in a real change of philosophy, introducing a Personal Data governance system based on a high and substantial accountability of the controller, who has to guarantee and be able to demonstrate compliance with the GDPR.

Broadly, the main changes introduced by the GDPR include the following areas: (i) a single and directly applicable regulation across the EU; (ii) increased enforcement powers for the data protection Authorities with the ability to impose administrative fines up to 4% of total worldwide annual turnover (or up to 2% for breach of certain provisions); (iii) the introduction of a new EU-wide advisory body, the European Data Protection Board, replacing the "Article 29 Working Party"; (iv) a single lead supervisory Authority for handling issues connected with data processing operations performed in multiple jurisdictions of the EU; (v) the introduction of new principles, such as the aforementioned principle of accountability; (vi) the obligation, under certain circumstances, to appoint an independent Data Protection Officer; (vii) strengthening the rights of data subjects, including the "right to be forgotten" and the right to data portability; and (viii) provisions for mandatory notification of personal data breaches to the Supervisory Authorities and, upon certain conditions, to data subjects.

The changes introduced by the GDPR have important impacts on the Group, as well as the European insurance market in general, as a result of, *inter alia*, an increase in compliance costs and obligations, with particular reference to the need of implementing and updating, where necessary, adequate safeguards, appropriate technical and organisational security measures and mechanisms to ensure a level of security appropriate to the risk.

Risk related to the transposition of the Insurance Distribution Directive

The Insurance Distribution Directive, which is the recast of Directive 2002/92/EC, as amended or superseded (the **Insurance Mediation Directive** or **IMD**), was adopted by the European Parliament and the Council on 20 January 2016 and was incorporated into Italian law by Legislative Decree No. 68 of 21 May 2018, which amended and supplemented the Italian Code of Private Insurance and Legislative Decree No. 58/1998.

Broadly, the IDD, which is a minimum harmonisation directive, introduces, *inter alia*, the following changes: (a) extended scope to cover the distribution of insurance and reinsurance products, whether directly by an insurance undertaking or indirectly by an insurance intermediary or, provided that a number of conditions are met, an ancillary insurance intermediary; (b) more stringent disclosure and transparency requirements, including information on remuneration and introduction of a standardised information document for non-life insurance products (the **Insurance Product Information Document** or **IPID**); (c) introduction by Member States of rules to ensure that distributors are not remunerated and do not remunerate or assess the performance of their employees in a way that conflicts with the duty to act in the best interests of customers; (d) enhanced professional knowledge and competence requirements for persons involved in distribution activities; (e) introduction of new rules on POG; (f) information requirements on cross-selling and bundling; and (g) additional specific disclosure and transparency requirements and conduct of business rules (including rules on conflicts of interests; inducements; assessment of suitability and appropriateness; and rules applicable to non-complex insurance products) for insurance-based investment products.

Certain elements of the IDD have been further specified in two delegated regulations adopted by the European Commission on 21 September 2017, namely, Commission Delegated Regulation (EU) 2017/2358 of 21 September 2017, supplementing IDD with regard to POG requirements for insurance undertakings and insurance distributors, and Commission Delegated Regulation (EU) 2017/2359 of 21 September 2017, supplementing IDD with regard to information requirements and conduct of business rules applicable to the distribution of insurance–based investments products (**IBIPs**) (the **IDD Delegated Regulations**).

Compliance with the above regulations may have an impact on the Group in terms of ongoing compliance costs and obligations, including those of any organisational mechanisms the Issuer has in place to ensure a level of security appropriate to the risk.

Risk related to the entry into force at national level of the Anti-Money Laundering Directive

Directive (EU) 2018/843 of the European Parliament and of the Council of 30 May 2018 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing (**5AMLD**) became effective on 9 July 2018, following its publication in the Official Journal of the European Union. The 5AMLD has further amended the Fourth Anti-Money Laundering Directive (2015/849/EU) (**4AMLD**) which introduced increased enforcement powers for supervisory authorities with the ability to impose fines on financial institutions of up to 10% of total annual consolidated turnover. The 5AMLD has been implemented in Italy by Legislative Decree No. 125 of 4 October 2019, which came into effect on 10 October 2019, and amends in several significant ways certain elements of the 4AMLD, including in relation to the following areas: (a) wider scope of regulation; (b) increased responsibility for the ultimate parent company of financial groups; (c) broader access and establishment of a centralised national register of beneficial owners information; and (d) enhanced due diligence for high-risk third countries. Furthermore, Commission Delegated Regulation (EU) 2019/578 of 31 January 2019 supplementing the 4AMLD has introduced further limitations to European financial groups operating in third countries whose law does not permit the implementation of group-wide policies and procedures of the 4AMLD, by requiring additional measures to mitigate money laundering and terrorist financing risks at the level of branches/subsidiaries of the group established in such third countries. More recently, the European Commission's proposals for the overhaul of the Anti-Money Laundering Directive (including a sixth Directive (**6AMLD**), replacing the existing 4AMLD as amended by 5AMLD) were presented in July 2021 as part of an AML legislative package. Said proposals were agreed upon by the European Parliament and by the Council on 18 January 2024.

The changes introduced by the 4AMLD, as amended by the 5AMLD and by any other related future legislative developments, as well as by the Italian implementing legislation are likely to have a significant impact on the Issuer, in relation to its quality as an insurance company and to its life insurance business as well as the European insurance market in general, as a result of the more stringent requirements that will lead to increased costs of compliance.

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

The risks below have been classified into the following categories:

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

2. Risks applicable to Senior Notes;

3. Risks applicable to Tier 2 Notes;

4. Risks related to the Notes generally; and

5. Risks related to the market generally.

1. RISKS RELATED TO THE STRUCTURE OF A PARTICULAR ISSUE OF NOTES

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

Notes which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates

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

If the Issuer has the right, or is perceived to have 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 may be perceived to be able to elect to redeem Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This may also be true prior to any redemption period. 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 the light of other investments available at that time.

If the terms of any Notes contemplate that the interest rate converts from a fixed rate to a floating rate, or vice versa, this may affect the secondary market and the market value of the Notes concerned

Fixed/Floating Rate Notes are Notes which bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Such a feature to convert the interest basis, and any conversion of the interest basis, may affect the secondary market and the market value of such Notes as the change of interest basis may result in a lower interest return for Noteholders. Where the Notes convert from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. Where the Notes convert from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on those Notes and could affect the market value of an investment in the relevant Notes.

Reset Notes

Reset Notes will initially earn interest at the Initial Rate of Interest until (but excluding) the Reset Date (or, if there is more than one Reset Period, the first Reset Date). On the first Reset Date and on each subsequent Reset Date (if any) thereafter, the interest rate will be reset to the sum of the applicable Reset Reference Rate and the applicable Reset Margin (the **Reset Rate**), which could be less than the Initial Rate of Interest or the Reset Rate for prior Reset Periods, and could affect the market value of an investment in the Reset Notes.

Maximum/Minimum Rate of Interest

To the extent that a Minimum Rate of Interest applies, investors should consider that where the interest rate does not rise above the level of Minimum Interest Rate, comparable investments in notes which pay interest based on a fixed rate which is higher than the Minimum Interest Rate are likely to be more attractive to potential investors than an investment in the Notes. Under those conditions, investors in the Notes might find it difficult to sell their Notes on the secondary market (if any) or might only be able to realise the Notes at a price which may be substantially lower than the nominal amount.

To the extent that a Maximum Rate of Interest applies, investors should be aware that the Rate of Interest is capped at such Maximum Interest Rate level. Consequently, investors may not participate in any increase of market interest rates, which may also negatively affect the market value of the Notes.

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

Interest rates and indices which are deemed to be "benchmarks", are the subject of national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on the Notes.

Regulation (EU) 2016/1011(the "**EU Benchmarks Regulation**") as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**) (the **UK Benchmarks Regulation** and together with the EU

Benchmarks Regulation, the **Benchmarks Regulation**) was published in the Official Journal of the EU on 29 June 2016, applies from 1 January 2018 and, among other things, applies to the provision of benchmarks and the use of a benchmark in the United Kingdom (**UK**). Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the Financial Conduct Authority (**FCA**) or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed). The Benchmarks Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. The deadline for compliance with the EU Benchmark Regulation was set on 31 December 2023 and, subject to various transitional provisions set out in Article 51, the EU Benchmark Regulation since that date applies to "contributors", "administrators" and "users of" Benchmarks in the EU and, among other things, (i) requires Benchmark administrators to be authorised (or, if non EU-based, to be subject to an equivalent regulatory regime) and to comply with extensive requirements in relation to the administration of Benchmarks and (ii) bans the use of Benchmarks of unauthorised administrators. The EU Benchmark Regulation is wide in scope and while it applies to “critical” benchmarks such as EURIBOR, has the potential to be applicable to a variety of other interest rate indices which are referenced in listed financial instruments (such as listed Notes).

The Benchmarks Regulation could have a material impact on the Notes, in particular, if the methodology or other terms of the “benchmark” are changed in order to comply with the requirements of the Benchmarks Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the “benchmark”.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of "benchmarks", could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements. Such factors may have the following effects on certain “benchmarks”: (i) discourage market participants from continuing to administer or contribute to the “benchmark”; (ii) trigger changes in the rules or methodologies used in the “benchmark” or (iii) lead 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 the Notes as well as requiring potential adjustments to the terms of the Notes.

The Terms and Conditions of the Senior Notes and Terms and Conditions of the Tier 2 Notes provide for certain fallback arrangements in the event that an Original Reference Rate and/or any page on which an Original Reference Rate may be published (or any other successor service) becomes unavailable or a Benchmark Event (as defined in the Terms and Conditions of the Senior Notes and Terms and Conditions of the Tier 2 Notes) otherwise occurs. Such fallback arrangements include the possibility that the Rate of Interest could be set by reference to a Successor Rate or an Alternative Rate (both as defined in the Terms and Conditions of the Senior Notes and Terms and Conditions of the Tier 2 Notes), with or without the application of an adjustment spread and may include amendments to the Terms and Conditions of the Senior Notes and Terms and Conditions of the Tier 2 Notes to ensure the proper operation of the successor or replacement benchmark, all as determined by the Issuer (acting in good faith and in consultation with an Independent Adviser without any requirement for the consent or approval of Noteholders). An adjustment spread, if applied could be positive or negative and would be applied with a view to reducing or eliminating, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of an Original Reference Rate. However, it may not be possible to determine or apply an adjustment spread and even if an adjustment is applied, such adjustment spread may not be effective to reduce or eliminate economic prejudice to investors. If no adjustment spread can be determined, a Successor Rate or Alternative Rate may nonetheless be used to determine the Rate of Interest. The use of a Successor Rate or Alternative Rate (including with the application of an adjustment spread) will still result in any Notes linked to or referencing an Original Reference Rate performing differently (which may include payment of a lower Rate of Interest) than they would if the Original Reference Rate were to continue to apply in its current form. In respect of the Tier 2 Notes, however, no Successor Rate or Alternative Rate will be adopted, nor will the applicable Adjustment Spread be applied, nor will any Benchmark Amendments be made, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to cause the then current or future disqualification of the relevant Tier 2 Notes as Tier 2 capital.

In certain circumstances the ultimate fallback for the purposes of calculation of the Rate of Interest for a particular Interest Period may result in the Rate of Interest for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page or, in the case of Reset Notes, the application of the previous reset Rate of Interest for a preceding Reset Period, or for the First Reset Rate of Interest, the application of the Initial Rate of Interest applicable to such Notes on the Interest Commencement Date or a rate based on the Mid-Swap Fallback Rate. Due to the uncertainty concerning the availability of Successor Rates and Alternative Rates, the involvement of an Independent Adviser and the potential for further regulatory developments there is a risk that the relevant fallback provisions may not operate as intended at the relevant time.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmarks Regulation reforms in making any investment decision with respect to the Notes.

2. RISKS APPLICABLE TO SENIOR NOTES

Redemption of Senior Notes for tax reasons

In the event that the Issuer has or will become obliged - as a result of any change in, or amendment to, the laws or regulations of the Tax Jurisdiction (as defined in the Terms and Conditions of the Senior Notes) or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the relevant Notes - to pay additional amounts in respect of such Senior 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 the Republic of Italy, or any political subdivision thereof or any authority therein or thereof having power to tax, and such obligation cannot be avoided by the Issuer taking reasonable measures available to it, the Issuer may redeem all outstanding Senior Notes in accordance with the Terms and Conditions of the Senior Notes.

In the event that the Senior Notes are redeemed for tax reasons, as described above, 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. See also "*If the Issuer has the right, or is perceived to have 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*".

3. RISKS APPLICABLE TO TIER 2 NOTES

Limitation on gross-up obligation under the Tier 2 Notes

The Issuer's obligation, if any, to pay additional amounts in respect of any withholding or deduction in respect of taxes under the Terms and Conditions of the Tier 2 Notes applies only to payments of interest due and paid under the Notes and not to payments of principal.

As such, the Issuer would not be required to pay any additional amounts under the Terms and Conditions of the Tier 2 Notes to the extent any withholding or deduction applied to payments of principal (unless permitted by the Applicable Regulations at the relevant time). Accordingly, if any such withholding or deduction were to apply to any payments of principal under the Tier 2 Notes, holders of Tier 2 Notes may receive less than the full amount due under the Tier 2 Notes, and the market value of the Tier 2 Notes may be adversely affected.

Tier 2 Notes are subject to optional redemption upon the occurrence of a Tax Event, a Regulatory Event or a Rating Event.

The Issuer may redeem all outstanding Tier 2 Notes of the relevant Series in accordance with their Terms and Conditions upon the occurrence of a Tax Event or, if specified as being applicable in the relevant Final Terms, a Regulatory Event,or a Rating Event, as the case may be.

A Tax Event will occur if, as a result of a change in, or amendment to, the laws or regulations (or, in the case of deductability of interest (as described in (B) below) only, applicable accounting standards) of the Tax Jurisdiction (as defined in the Terms and Conditions of the Tier 2 Notes) or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date of issuance of the last tranche of the Tier 2 Notes, the Issuer (A) has or will become obliged to pay additional amounts as provided or referred to in Condition 8 (*Taxation*) of the Tier 2 Notes; or (B) deductibility of interest payable by the Issuer in respect of the Tier 2 Notes is materially reduced for income tax purposes, and the foregoing cannot be avoided by the Issuer taking reasonable measures available to it.

A Regulatory Event will occur if as a result of any replacement of or change to (or change in the interpretation by any competent court or authority of) the Applicable Regulations, the Tier 2 Notes (in whole or in part) are no longer capable of qualifying as Tier 2 Own-Funds of the Issuer, on a solo or group basis (including, for as long as the Issuer is included in the Solvency II scope of consolidation of Unipol Gruppo S.p.A., for the purposes of Unipol Gruppo S.p.A. on a group basis), except where this is merely the result of exceeding any then applicable limits on the inclusion of the relevant Tier 2 Notes as Tier 2 Own-Funds.

A Rating Event will occur if there is a change in the rating methodology (or the interpretation thereof) of a Rating Agency as a result of which the equity credit (or such other nomenclature as used by a Rating Agency from time to time to describe the degree to which an instrument exhibits the characteristics of an ordinary share) (**Equity Credit**) previously assigned by such Rating Agency to the Tier 2 Notes is, in the reasonable opinion of the Issuer, materially reduced when compared to the Equity Credit first assigned by such Rating Agency. In the event that the Tier 2 Notes are redeemed due to a Tax Event, a Regulatory Event or a Rating Event, 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 Tier 2 Notes. In addition, any redemption, or contemplated redemption of the Tier 2 Notes due to any Tax Event, a Regulatory Event or a Rating Event could result in a decrease in the market price of the Notes or in decreased liquidity of the Notes. See also "*If the Issuer has the right, or is perceived to have 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*".

Deferral of Interest Payments

If the relevant Final Terms for the Tier 2 Notes specify Optional Deferral of Interest as being applicable, the Issuer may, at its option, elect to defer payment of all or part of the interest accrued to an Interest Payment Date if the Optional Deferral Conditions are met with respect to such Interest Payment Date, and the Issuer shall not have any obligation to make such payment and any failure to pay shall not constitute a default by the Issuer for any purpose.

In addition, the Issuer will be required to defer payment of interest on the Tier 2 Notes on an Interest Payment Date if the Mandatory Deferral Conditions are met with respect to such Interest Payment Date. According to the Terms and Conditions of the Tier 2 Notes (and subject to the exceptions set forth therein) Mandatory Deferral Conditions shall be met on an Interest Payment Date if (a) payment of the relevant interest would result in the Issuer becoming insolvent, (b) there is not, or would not after the relevant interest payment be, compliance with the Solvency Capital Requirement (except, in certain circumstances, where the Lead Regulator has waived such compliance) or (c) there is not, or would not after the relevant interest payment be, compliance with the Minimum Capital Requirement or (d) the Issuer is otherwise required by the Applicable Regulations at the relevant time to defer payment of interest. If the Issuer is required to defer interest in such circumstances, it shall not have any obligation to make such payment and any failure to pay shall not constitute a default by the Issuer for any purpose.

Any non-compliance with the Solvency Capital Requirement or the Minimum Capital Requirement, or perceived non-compliance or decline in the solvency levels of the Issuer or, as the case may be, the Group may significantly affect the trading price of the Notes.

Any deferral of interest payments, or perceived increased likelihood of deferral of interest payments, will be likely to have an adverse effect on the market price of the Tier 2 Notes. In addition, as a result of the above provisions of the Tier 2 Notes, the market price of the Tier 2 Notes may be more volatile than the market prices of other debt securities on which interest accrues that are not subject to the above provisions and may be more sensitive generally to adverse changes in the Issuer's financial condition.

See further Condition 3.1 (*Optional Deferral of Interest*) and Condition 3.2 (*Mandatory Deferral of Interest*).

Suspension of Redemption of Tier 2 Notes

Tier 2 Notes will be subject to special provisions, driven by regulatory capital requirements, which require the Issuer to suspend redemption of the Tier 2 Notes and postpone the scheduled maturity date or an early redemption of the Tier 2 Notes as more fully described in Condition 7 (*Conditions for Redemption and Purchase*) of the Terms and Conditions of the Tier 2 Notes.

The satisfaction of the conditions to redemption and purchase set out in Condition 7 (*Conditions for Redemption and Purchase*) may delay the date on which the Tier 2 Notes are effectively redeemed and such delay may have a material adverse effect on the value of the Tier 2 Notes.

Modification and/or exchange following a Regulatory Event, a Tax Event or a Rating Event

In relation to any series of Tier 2 Notes, if the relevant Final Terms specify that the Modification Provisions and/or Exchange Provisions are applicable, then the Issuer may in certain circumstances modify the terms and conditions of such Tier 2 Notes and/or exchange such Tier 2 Notes for Qualifying Securities (as applicable) without any requirement for the consent or approval of the Noteholders to the extent, *inter alia*, that such modification and/or exchange is reasonably necessary to ensure that no Regulatory Event, Tax Event or, as applicable, Rating Event would exist after such modification, provided that the relevant conditions set forth in Condition 15.4 (*Modification and/or Exchange following a Regulatory Event, a Tax Event or a Rating Event*) of the Tier 2 Notes are satisfied, including the condition that the terms and conditions as so modified or, as applicable, the Qualifying Securities are, in the Issuer’s reasonable determination, no more prejudicial to Noteholders than the terms and conditions applicable to the Notes prior to such modification or exchange. In the exercise of such determination, the Issuer shall have regard to the general interests of the Noteholders as a class (but shall not have regard to any interests arising from circumstances particular to individual Noteholders whatever their number) and, without limitation, shall not have regard to the consequences for individual Noteholders (whatever their number) resulting from any such modification and/or exchange. No assurance is given that the terms and conditions as so modified or, as applicable, the Qualifying Securities will be no more prejudicial to a particular Noteholder than the terms and conditions applicable to the Notes prior to such modification or exchange.

The obligations of the Issuer under the Tier 2 Notes are subordinated

If the Issuer is declared insolvent and a winding-up is initiated, it will be required to pay the holders of senior debt and meet its obligations to all its other unsubordinated creditors (including unsecured creditors) and any other subordinated creditors ranking senior to the relevant Tier 2 Notes in full before it can make any payments on any such Tier 2 Notes. If this occurs, the Issuer may not have enough assets remaining after these payments to pay amounts due under any Tier 2 Notes.

Although Tier 2 Notes may pay a higher rate of interest than other debt instruments which are not subordinated, such as Senior Notes, or which are less subordinated, there is a significant risk that an investor in the Tier 2 Notes will lose all or some of its investment should the Issuer become insolvent.

No Events of Default for Tier 2 Notes

The Terms and Conditions of the Tier 2 Notes do not provide for events of default allowing acceleration of the Tier 2 Notes if certain events occur. However, each Tier 2 Note shall become immediately due and payable together with accrued interest thereon to the date of payment in the event that an order is made by a competent court or a resolution is passed for the winding-up or dissolution of the Issuer (save for the purposes of a Permitted Reorganisation or a reorganisation on terms approved by the Noteholders). Accordingly, if the Issuer fails to meet any obligations under the Tier 2 Notes, including the payment of any interest, investors will not have the right of acceleration of principal. Upon a payment default, the sole remedy available to Noteholders for recovery of amounts owing in respect of any payment of principal or interest on the Tier 2 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.

4. RISKS RELATED TO THE NOTES GENERALLY

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

The conditions of the Notes contain provisions which may permit their modification without the consent of all investors

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

The value of the Notes could be adversely affected by a change of law or administrative practice

The Terms and Conditions of the Notes are based on English law in effect as at the date of this Base Prospectus, save that provisions concerning the status of the Tier 2 Notes are governed by Italian law and provisions for convening meetings of Noteholders and the appointment of a Noteholders' Representative in respect of any Series of Notes are subject to compliance with mandatory provisions of Italian law. No assurance can be given as to the impact of any possible judicial decision or change to English law and/or Italian law (where applicable) or administrative practice after the date of this Base Prospectus and any such change could have a materially adverse impact on the value of any Notes affected by it. Because the Global Notes are held by or on behalf of Euroclear and Clearstream, Luxembourg, investors will have to rely on their procedures for transfer, payment and communication with the Issuer.

Italian insolvency law

Italian insurance companies are subject to a special regime on insolvency, designed to ensure, *inter alia*, control by the supervisory authority *Istituto per la Vigilanza sulle Assicurazioni* (**IVASS**) over the proceedings.

Italian law provides for a variety of measures which may be ordered by IVASS in relation to insurance companies in the event of serious infringements of regulatory provisions, including in relation to breach of minimum regulatory capital requirements or similar situations indicative of financial distress. In these situations, an insurance company may be subject to measures such as an obligation to produce a financial plan, a prohibition against undertaking new business and/or an order freezing assets covering the technical reserves. In some circumstances, one or more commissioners (*commissari*) may be appointed to accomplish specific administrative actions and/or replace existing management of the insurance company. However, since these measures do not purport to affect the rights of creditors to an insurance company or to result in an acceleration of obligations of the insurance company generally, they will not automatically result in amounts under the Notes becoming immediately due and payable and are not further addressed below.

The only insolvency proceeding in relation to the Issuer which will, of itself, result in an acceleration of amounts under the Notes is *liquidazione coatta amministrativa* (compulsory administrative liquidation, the **Liquidation Proceeding**), as governed by Article 245 of Italian Legislative Decree No. 209/2005, as amended (*Codice delle Assicurazioni Private*, as amended the **Italian Code of Private Insurance**). The Liquidation Proceeding may be initiated by the Italian Minister of Companies and Made in Italy on proposal by IVASS. Due to the public interest at stake in the regulation of insurance companies, it is not possible for the Liquidation Proceeding to be initiated directly by court order upon petition by one or more creditors. Creditors may, however, petition the court for a declaration of insolvency on the basis of unpaid claims or evident and material financial insufficiency and, if issued by the court, the declaration of insolvency will result in acceleration of the obligations of the Issuer under the Senior Notes as a result of application of Article 1186 of the Italian Civil Code. In addition, a declaration of insolvency would certainly be brought to the attention of the Italian Ministry of Companies and Made in Italy (*Ministero delle Imprese e del Made in Italy*) and IVASS for formal commencement of the Liquidation Proceeding. In the case of Tier 2 Notes, holders thereof may only declare their Tier 2 Notes due and payable if an order is made by any competent court or a resolution is passed for the winding-up or dissolution of the Issuer otherwise than for the purpose of a Permitted Reorganisation or a reorganisation on terms previously approved by an Extraordinary Resolution. See further Condition 10 (*Enforcement Event*) of the Tier 2 Notes.

As from the date of commencement of the Liquidation Proceeding, creditors are prohibited from undertaking or continuing executive measures against the debtor or its assets. Furthermore, any legal action resulting from commencement of the Liquidation Proceedings, including in relation to payment of amounts due under the Notes, must be brought before the courts of the place where the Issuer has its center of main interest.

In the event of a Liquidation Proceeding, one or more liquidators (*commissari liquidatori*) will be appointed by IVASS, in addition to a supervisory committee composed of between three to five members. These appointments will be effective for a period of three years, renewable for an indefinite period if necessary in order to complete the procedure. At any time during the proceedings, IVASS may issue regulations or guidelines of general application or specifically addressed to the Issuer in connection with the conduct of the Liquidation Proceeding and may authorise the continuation of specifically identified transactions deemed necessary or useful for the conduct of the Liquidation Proceeding. Within 60 days of their appointment, the liquidators are obliged to notify all creditors of the commencement of the Liquidation Proceeding as well as the amount of claims resulting from the books and records of the Issuer. The liquidators will then have a further 90 days to submit to IVASS a list of creditors admitted to the Liquidation Proceeding and the amount recognised as owing to each. Creditors not admitted or whose claims are not fully recognised will have the right to challenge the list presented to IVASS.

The Italian Code of Private Insurance provides the liquidators with all powers necessary to realise the assets of the Issuer, settle outstanding claims and/or enter into loans or other forms of financing, subject in each case to authorisation where applicable by the supervisory committee and/or IVASS. In particular, the liquidators may be empowered to sell the assets and liabilities of the Issuer, as well as the business or any line of business of the Issuer or assets and legal relationships identified on a block basis. Such transfers may occur at any point during the Liquidation Proceedings. The liquidators may likewise transfer the whole or any portion of the insurance portfolio of the Issuer.

At any point during the Liquidation Proceeding, the liquidators or shareholders of the Issuer may propose a composition with creditors, indicating the percentage of claims to be offered to unsecured creditors, as well as the time frame for payment and any security to be provided. The composition must be authorised by IVASS before being filed with the presiding court. No voting procedure is contemplated in relation to the composition plan, although any creditor is entitled to file opposition, in which case it will be up to the presiding Court to decide whether or not to authorise its execution. As a result of the above, the holders of the Notes should be aware that they will generally have limited ability to actively take part in and/or influence the outcome of any insolvency proceedings which may apply to the Issuer under Italian law.

Because the Global Notes are held by or on behalf of Euroclear and Clearstream, Luxembourg, investors will have to rely on their procedures for transfer, payment and communication with the Issuer

Notes issued under the Programme may be represented by one or more Global Notes. Such Global Notes will be deposited with a common depositary or common safekeeper for Euroclear and Clearstream, Luxembourg. Except in the circumstances described in the relevant Global Note, investors will not be entitled to receive definitive Notes. Euroclear and Clearstream, Luxembourg will maintain records of the beneficial interests in the Global Notes. While the Notes are represented by one or more Global Notes, investors will be able to trade their beneficial interests only through Euroclear and Clearstream, Luxembourg. While the Notes are represented by one or more Global Notes the Issuer will discharge its payment obligations under the Notes by making payments to the common depositary or common safekeeper for Euroclear and Clearstream, Luxembourg for distribution to their account holders. A holder of a beneficial interest in a Global Note must rely on the procedures of Euroclear and Clearstream, Luxembourg to receive payments under the relevant Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Global Notes. Holders of beneficial interests in the Global Notes will not have a direct right to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and Clearstream, Luxembourg to appoint appropriate proxies.

Investors who hold less than the minimum Specified Denomination may be unable to sell their Notes and may be adversely affected if definitive Notes are subsequently required to be issued

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts in excess of the minimum Specified Denomination that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system would not be able to sell the remainder of such holding without first purchasing a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination. Further, a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive Note in respect of such holding (should definitive Notes be printed) and would need to purchase a principal amount of Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination.

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

Risk relating to the governing law of the Notes in global form

With reference to those Notes that are stated in the relevant Final Terms to be governed by Italian law, the relevant Conditions provide they shall be governed by, and construed in accordance with, Italian law. The Global Notes representing such Notes provide that all contractual and non-contractual obligations arising out of or in connection with the Global Notes representing such Notes are governed by Italian law, save for the form and transferability of the Global Notes which are governed by English law. Furthermore, the Temporary Global Notes and the Permanent Global Notes representing such Notes will be signed by the Issuer in the United Kingdom and hence the Notes would be deemed to be issued in England according to Italian law. In light of the foregoing, with reference to those Notes that are stated in the relevant Final Terms to be governed by Italian law, the Issuer cannot foresee the effect of any potential misalignment between the laws applicable to the Conditions and the Global Notes and the laws applicable to their transfer and circulation for any prospective investors in the Notes, and of any disputes which may arise in relation to (inter alia) the transfer of ownership in the Notes.

No physical document of title issued in respect of the Notes issued in dematerialised form

Notes issued under the Programme may 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 of the Dematerialised Notes). In no circumstance would physical documents of title be issued in respect of the Notes issued in dematerialised form. 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. As 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.

Application of the resolution powers under the proposed EU Directive on Recovery and Resolution of Insurance Undertakings

On September 22, 2021, the European Commission published its proposed directive on the recovery and resolution of insurance and reinsurance undertakings (proposal for a Directive of the European Parliament and of the Council establishing a framework for the recovery and resolution of insurance and reinsurance undertakings and amending Directives 2002/47/EC, 2004/25/EC, 2009/138/EC, (EU) 2017/1132 and Regulations (EU) No 1094/2010 and (EU) No 648/2012) (the **IRRD**). Following the provisional agreement on the above was reached on December 14, 2023 between the Council and the European Parliament, the above legislative package received the final endorsement from the European Parliament, plenary sitting, on 23 April 2024.

As per the text adopted by the European Parliament, the text of the Draft IRRD provides for (i) a variety of preventive measures to reduce the likelihood of insurance or reinsurance undertakings requiring public financial support and (ii) the commencement of resolution procedures when insurance or reinsurance undertakings are failing or likely to fail, where there is no prospect that private sector alternatives or supervisory measures would prevent such failure. An insurance or reinsurance undertaking shall be failing or likely to fail in any one of the following circumstances: (a) it breaches or is likely to breach its minimum capital requirement (MCR) and there is no reasonable prospect of compliance being restored; (b) it no longer fulfils the conditions for authorization or fails seriously in its obligations under the laws and regulations to which it is subject, or there are objective elements to support that the undertaking will, in the near future, seriously fail its obligations in a way that would justify the withdrawal of the authorization; (c) its assets are or there are objective elements to support a determination that the assets of the insurance or reinsurance undertaking will, in the near future, be less than its liabilities; (d) it is unable to pay its debts or other liabilities, including payments to policyholders or beneficiaries, as they fall due, or there are objective elements to support a determination that the undertaking will, in the near future, be in such a situation; (e) extraordinary public financial support is required.

The adopted Draft IRRD provides, in case of resolution, for the application of a number of resolution tools, such as write-down and conversion, which would allow resolution authorities to write down or convert capital instruments, debt instruments and other eligible liabilities of insurance or reinsurance undertakings on a permanent basis, generally in inverse order of their ranking in liquidation, so that the tool would apply first to equity instruments and then to tier 1 instruments and then to tier 2 instruments and then to other instruments with a higher ranking in liquidation (see relevant Conditions). Normal insolvency proceedings will remain the alternative path for the whole or parts of a (re)insurer that cannot be resolved, and the adopted Draft IRRD provides for a no creditor worse off principle.

Pending the publication in the Official Journal of the European Union, it is not yet possible to assess the full impact of the adopted Draft IRRD or any corresponding implementing Italian or EU delegated legislation. If the resolution tools, including the bail-in tool, within the adopted Draft IRRD are transposed and implemented in their current form, despite a no creditor worse off principle being applicable, Noteholders could be affected and lose all or part of their investment in the Notes if the Issuer and/or the Group were to experience financial difficulty and be failing or likely to fail. In addition, if the Issuer's and/or the Group's financial condition deteriorates, or is perceived to deteriorate, the existence of these powers could cause the market value and/or the liquidity of the Notes to decline more rapidly than would be the case in the absence of such powers.

See further the paragraph entitled "Regulatory framework" in the "Description of the Issuer" section of this Base Prospectus.

The Issuer's interests may not be aligned with those of the Noteholders

The development of the regulatory capital ratios applicable to the Issuer (on a solo or group basis) may also depend on the Group's decisions relating to its businesses and operations, as well as the management of its capital position. The Issuer has no obligation to consider the interests of the Noteholders in connection with strategic or other decisions of the Group, including when making decisions relating to capital management or that affect the Solvency Capital Requirement and Minimum Capital Requirement applicable to the Issuer (on a solo or group basis). Noteholders will not have any claim against the Issuer or any member of the Group relating to decisions that may affect the business and operations or capital position of the Group, regardless of whether such decisions result in the occurrence of an Event of Default that in turn could lead to a breach of the Issuer's regulatory capital ratios that in turn result in a mandatory deferral or cancellation of interest payments and/or prevent an early redemption of its Tier 2 Notes, or have other consequences with respect to Notes issued under the Programme. Such decisions could cause Noteholders to lose all or part of the value of their investment in the Notes.

5. 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:

An active secondary market in respect of the Notes may never be established or may be illiquid and this would adversely affect the value at which an investor could sell his Notes

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 and may be sensitive to changes in financial markets. 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.

Delisting of the Notes

Application has been made for Notes issued under the Programme to be listed on the Official List and admitted to trading on the regulated market of the Luxembourg Stock Exchange and Notes issued under the Programme may also be admitted to trading, listing and/or quotation by any other listing authority, stock exchange or quotation system (each, a **listing**), as specified in the relevant Final Terms. Such Notes may subsequently be delisted despite the best efforts of the Issuer to maintain such listing and, although no assurance is made as to the liquidity of the Notes as a result of listing, any delisting of the Notes may have a material effect on a Noteholder's ability to resell the Notes on the secondary market.

If an investor holds Notes which are not denominated in the investor's home currency, he will be exposed to movements in exchange rates adversely affecting the value of his holding. In addition, the imposition of exchange controls in relation to any Notes could result in an investor not receiving payments on those Notes

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 (i) the Investor's Currency-equivalent yield on the Notes, (ii) the Investor's Currency equivalent value of the principal payable on the Notes and (iii) 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 or the ability of the Issuer to make payments in respect of the Notes. As a result, investors may receive less interest or principal than expected, or no interest or principal.

The value of Fixed Rate Notes may be adversely affected by movements in market interest rates

Investment in Fixed Rate Notes involves the risk that if market interest rates subsequently increase above the rate paid on the Fixed Rate Notes, this will adversely affect the value of the Fixed Rate Notes.

Credit ratings assigned to the Issuer and/or any Notes may not reflect all the risks associated with an investment in those Notes

One or more independent credit rating agencies may assign credit ratings to the Issuer or the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. A credit rating is not a recommendation to buy, sell or hold securities and may be revised, suspended or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**) from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EEA-registered credit rating agency or the relevant third country registered rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances).

The list of registered and certified rating agencies published by the European Securities and Markets Authority (**ESMA**) on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

Investors regulated in the UK are subject to similar restrictions under the UK CRA Regulation. As such, UK regulated investors are required to use for UK regulatory purposes ratings issued by a credit rating agency established in the UK and registered under the UK CRA Regulation. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances.

If the status of the rating agency rating the Notes changes for the purposes of the CRA Regulation or the UK CRA Regulation, relevant regulated investors may no longer be able to use the rating for regulatory purposes in the EEA or the UK, as applicable, and the Notes may have a different regulatory treatment, which may impact the value of the Notes and their liquidity in the secondary market. Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Base Prospectus.

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 (i) Notes are legal investments for it, (ii) Notes can be used as collateral for various types of borrowing and (iii) 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.

Risk related to inflation

The repayment of the nominal amount of the Notes at maturity does not protect investors from the risk of inflation, i.e. it does not guarantee that the purchasing power of the invested capital will not be affected by the increase in the general price level of consumer products. Consequently, the real return of the Notes, which is the adjusted return taking into account the inflation rate measured during the life of the Notes themselves, could be negative.

DOCUMENTS INCORPORATED BY REFERENCE

The information set out in the cross-reference tables below, which is contained in the following documents which have previously been published, shall be incorporated by reference in, and form part of, this Base Prospectus.

(a) the English translation of the independent auditors' report and audited consolidated annual financial statements of the Group for the financial year ended 31 December 2023 available at https://www.unipolsai.com/sites/corporate/files/document_attachments/en_unipolsai_bilancio_consolidato_2023_0.pdf:

(b) the English translation of the independent auditors' report and audited consolidated annual financial statements of the Group for the financial year ended 31 December 2022 available at https://www.unipolsai.com/sites/corporate/files/document_attachments/unipolsai_bilancio_consolidato_integrato_2022_esef_en.pdf:

(c) the press release dated 10 May 2024 entitled: "*UnipolSai Assicurazioni S.p.A.: consolidated results approved – 31 March 2024*" (the "**1Q Results Press Release**") available at: https://www.unipolsai.com/sites/corporate/files/press_related_documents/pre_usai_risultati-1q2024_10-05-2024_en.pdf.

As reported under paragraph headed "*Business of the UnipolSai Group*", starting from the year ended 31 December 2023, the consolidated financial statements of the Group were prepared by applying accounting standard IFRS 9 on financial instruments and accounting standard IFRS 17 on insurance contracts replacing the previous ones IFRS 4 and IAS 39, applied for the drafting of the consolidated financial statements for the year ended 31 December 2022. The new accounting standards, applicable from 1 January 2023, were also applied retroactively to the data presented for comparative purposes for the year 2022, to allow for a like-for-like comparison. Please refer to the new accounting standards section of the Notes to the financial statements of UnipolSai at 31 December 2023 for additional information on the effects of the transition.

The financial information for the year ended 31 December 2022 included in this Base Prospectus derives from the data which reflect retroactively the application of IFRS 9 and IFRS 17.

Following the publication of this Base Prospectus a supplement may be prepared by the Issuer and approved by the CSSF in accordance with Article 23 of the Prospectus Regulation. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

Any non-incorporated parts of a document referred to herein (i.e., the information not listed in the cross-reference lists) are either deemed not relevant for an investor or are otherwise covered elsewhere in this Base Prospectus.

The Issuer will, in the event of any significant new factor, material mistake or material inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Notes.

Any websites included in this Base Prospectus are for information purposes only and do not form part of this Base Prospectus

FORMS OF THE NOTES

The Notes of each Tranche may be issued as Notes in Global Form or as Dematerialised Notes, as specified in the applicable Final Terms.

NOTES IN GLOBAL FORM

Each Tranche of Notes in Global Form will be in bearer form and will initially be issued in the form of a temporary global note (a **Temporary Global Note**) or, if so specified in the applicable form of Final Terms, a permanent global note (a **Permanent Global Note** and, together with a Temporary Global Note, each a **Global Note**) which, in either case, will:

(a) if the Global Notes are intended to be issued in new global note (**NGN**) form, as stated in the applicable form of Final Terms, be delivered on or prior to the original issue date of the Tranche to a common safekeeper (the **Common Safekeeper**) for Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking S.A. (**Clearstream, Luxembourg and, together with Euroclear, the ICSDs**); and

(b) if the Global Notes are not intended to be issued in NGN Form, be delivered on or prior to the original issue date of the Tranche to a common depositary (the **Common Depositary**) for Euroclear and Clearstream, Luxembourg.

Where the Global Notes issued in respect of any Tranche are in NGN form, the applicable form of Final Terms will also indicate whether such Global Notes are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Global Notes are to be so held does not necessarily mean that the Notes in Global Form of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any times during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The Common Safekeeper for NGNs will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg.

Whilst any Note in Global Form is represented by a Temporary Global Note, payments of principal, interest (if any) and any other amount payable in respect of the Notes in Global Form due prior to the Exchange Date (as defined below) will be made (against presentation of the Temporary Global Note if the Temporary Global Note is not intended to be issued in NGN form) only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in the Temporary Global Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Agent.

On and after the date (the **Exchange Date**) which is 40 days after a Temporary Global Note is issued, interests in such Temporary Global Note will be exchangeable (free of charge) upon a request as described therein either for (i) interests in a Permanent Global Note of the same Series or (ii) for Definitive Notes of the same Series with, where applicable, receipts, interest coupons and talons attached (as indicated in the applicable form of Final Terms), in each case against certification of beneficial ownership as described above unless such certification has already been given. The holder of a Temporary Global Note will not be entitled to collect any payment of interest, principal or other amount due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Global Note for an interest in a Permanent Global Note or for Definitive Notes is improperly withheld or refused.

Payments of principal, interest (if any) or any other amounts on a Permanent Global Note will be made through Euroclear and/or Clearstream, Luxembourg (against presentation or surrender (as the case may be) of the Permanent Global Note if the Permanent Global Note is not intended to be issued in NGN form) without any requirement for certification.

The applicable form of Final Terms will specify that a Permanent Global Note will be exchangeable (free of charge), in whole but not in part, for Definitive Notes with, where applicable, receipts, interest coupons and talons attached upon the occurrence of an Exchange Event. For these purposes, **Exchange Event** means that (i) an Event of Default (as defined in Condition 9 (*Enforcement Events*) of the Conditions of the Senior Notes and Condition 10 (*Enforcement Event*) of the Conditions of the Subordinated Notes) has occurred and is continuing, (ii) the Issuer has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no successor clearing system, is available or (iii) the Issuer has or will become subject to adverse tax consequences which would not be suffered were the Notes in Global Form represented by the Permanent Global Note in definitive form. The Issuer will promptly give notice to Noteholders, in accordance with the Condition 11 (*Notices*) of the Conditions of the Senior Notes and Condition 14 (*Notices*) of the Conditions of the Subordinated Notes, if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Note) may give notice to the Agent requesting exchange and, in the event of the occurrence of an Exchange Event as described in (iii) above, the Issuer may also give notice to the Agent requesting exchange. Any such exchange shall occur not later than 45 days after the date of receipt of the first relevant notice by the Agent.

The following legend will appear on all Notes in Global Form (other than Temporary Global Notes), receipts and interest coupons relating to such Notes in Global Form where TEFRA D is specified in the applicable form of Final Terms:

"ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE."

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Notes in Global Form, receipts or interest coupons and will not be entitled to capital gains treatment in respect of any gain on any sale, disposition, redemption or payment of principal in respect of Notes in Global Form, receipts or interest coupons.

Notes which are represented by a Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

General

Pursuant to the Agency Agreement for the Dematerialised Notes, as defined in the Conditions, the Agent shall arrange that, where a further Tranche of Notes in Global Form is issued which is intended to form a single Series with an existing Tranche of Notes in Global Form at a point after the Issue Date of the further Tranche, the Notes in Global Form of such further Tranche shall be assigned a common code and ISIN which are different from the common code and ISIN assigned to Notes in Global Form of any other Tranche of the same Series until such time as the Tranches are consolidated and form a single Series, which shall not be prior to the expiry of the distribution compliance period (as defined in Regulation S under the Securities Act) applicable to the Notes in Global Form of such Tranche.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable form of Final Terms.

A Note may be accelerated by the holder thereof in certain circumstances described in 9 (*Enforcement Events*) of the Conditions of the Senior Notes and Condition 10 (*Enforcement Event*) of the Conditions of the Subordinated Notes. In such circumstances, where any Note is still represented by a Global Note and the Global Note (or any part thereof) has become due and repayable in accordance with the Terms and Conditions of such Notes and payment in full of the amount due has not been made in accordance with the provisions of the Global Note then from 8.00 p.m. (London time) on such day.

At the same time holders of interests in such Global Note credited to their accounts with Euroclear and/or Clearstream, Luxembourg, as the case may be, will become entitled to proceed directly against the Issuer on the basis of statements of account provided by Euroclear and/or Clearstream, Luxembourg on and, in respect of English Law Notes only, subject to the terms of a deed of covenant (the **Deed of Covenant**) dated 13 May 2024 and executed by the Issuer.

DEMATERIALISED NOTES

The Dematerialised Notes will be held in dematerialised form on behalf of the beneficial owners, until redemption or cancellation thereof, by Monte Titoli, for the account of the relevant Monte Titoli Account Holders. The Notes have been accepted for clearance by Monte Titoli. The expression **Monte Titoli Account Holders** means any authorised financial intermediary institution entitled to hold accounts on behalf of their customers with Monte Titoli and includes any depositary banks appointed by Euroclear and Clearstream, Luxembourg.

The Dematerialised Notes will at all times be held in book entry form and title to the Dematerialised Notes will be evidenced by book entries pursuant to the relevant provisions of the 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 (as defined in the Terms and Conditions of the Dematerialised Notes). The Noteholders of Dematerialised Notes may not require physical delivery of the Dematerialised Notes. However, the Noteholders may ask the relevant intermediaries for certification pursuant to Articles 83-*quinquies* and 83-*sexies* of the Financial Services Act.

Payment of principal and interest in respect of the Dematerialised Notes will be credited, according to the instructions of Monte Titoli, by the Paying Agent for the Dematerialised 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 or through Euroclear and Clearstream, Luxembourg to the accounts with Euroclear and Clearstream, Luxembourg of the beneficial owners of those Notes, in accordance with the rules and procedures of Monte Titoli, Euroclear or Clearstream, Luxembourg, as the case may be.

FORM OF APPLICABLE FINAL TERMS (SENIOR NOTES)

Set out below is the form of Final Terms which will be completed for each Tranche of Senior Notes issued under the Programme which (1) have a denomination of €100,000 (or its equivalent in any other currency) or more, and/or (2) are to be admitted to trading only on a regulated market, or a specific segment of a regulated market, to which only qualified investors (as defined in the Prospectus Regulation) have access.

[PRIIPs Regulation / 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 of the European Parliament and of the Council on markets in financial instruments (as amended, **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; or (iii) not a qualified investor as defined in the **Prospectus Regulation**. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended or superseded, 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.

PRIIPs Regulation / PROHIBITION OF SALES UK RETAIL INVESTORS - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (**UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the **FSMA**) and any rules or regulations made under the FSMA to implement 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 domestic law by virtue of the European Union (Withdrawal) Act 2018; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.] [2]

[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, **MiFID II**)][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 MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[UK MIFIR product governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (COBS), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**UK MiFIR**); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate.

[2] *Legend to be included on front of the Final Terms if the Tranche of Notes potentially constitute “packaged” products and no key information document will be prepared or the issuer wishes to prohibit offers to EEA and UK retail investors for any other reason, in which case the selling restriction should be specified to be “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 the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[NOTIFICATION UNDER SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE (AS AMENDED OR MODIFIED FROM TIME TO TIME, THE SFA) - In connection with Section 309B of the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the **CMP Regulations 2018**), the Issuer has determined the classification of the Notes [(and beneficial interests therein)] to be (a) capital markets products other than prescribed capital markets products (as defined in the CMP Regulations 2018) and (b) Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).][3]

[*Date*]

UNIPOLSAI ASSICURAZIONI S.P.A.

Legal entity identifier (LEI): 815600E31C4E7006AB54

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the €3,000,000,000
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 of Senior Notes in Global Form"]/["Terms and Conditions of Senior Notes in Dematerialised Form"] set forth in the base prospectus dated 13 May 2024 (the **Base Prospectus**) [and the supplement[s] to the Base Prospectus dated [●] and [•]] which together constitute a base prospectus for the purposes of Regulation (EU) 2017/1129, as amended (the **Prospectus Regulation**) and the relevant implementing measures in Luxembourg. This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus [as so supplemented] in order to obtain all the relevant information. The Base Prospectus [and the supplement[s] to the Base Prospectus] [is] [are] published on the Issuer's website at [[●] and [is] [are] available for viewing during normal business hours at the registered office of the Issuer and the Issuing and Paying Agent for the time being in Luxembourg. The Base Prospectus [and the supplement[s] thereto] and, in the case of Notes that are admitted to trading on the regulated market of the Luxembourg Stock Exchange, the applicable Final Terms will also be published on the website of the Luxembourg Stock Exchange (www.luxse.com).

[*Include whichever of the following apply or specify as "Not Applicable". Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Final Terms.*]

1.	(a)	Series Number:	[ ]
	(b)	Tranche Number:	[ ]
	(*if fungible with an existing Series:*)		

[3] Legend to be included on front of the Final Terms if the Notes (and, if applicable, beneficial interests therein): (a) do not constitute prescribed capital markets products as defined under the CMP Regulations 2018 and (b) will be offered in Singapore.

	[(c)	Date on which the Notes will be consolidated and form a single Series:	[The Notes will be consolidated and form a single Series with [*identify earlier Tranches*] on [the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 19 below, which is expected to occur on or about [*date*]]
2.	Specified Currency or Currencies:		[ ]
3.	Aggregate Nominal Amount:		
	(a)	Series:	[ ]
	(b)	Tranche:	[ ]
4.	Issue Price:		[ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*if applicable*)]
5.	(a)	Specified Denominations:	[ ] (*N.B. Notes must have a minimum denomination of €100,000 (or equivalent))* (*Note – where multiple denominations above* [*€100,000*] *or equivalent are being used the following sample wording should be followed:* *"*[*€100,000*] *and integral multiples of* [*€1,000*] *in excess thereof up to and including* [*€199,000*]. *[No Notes in definitive form will be issued with a denomination above* [*€199,000*]]*".)*
	(b)	Calculation Amount:	[ ] (*If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations*.)
6.	(a)	Issue Date:	[ ]
	(b)	Interest Commencement Date:	[*specify*/Issue Date/Not Applicable] (*N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.*)
	(c)	Maturity Date:	[*Fixed rate – specify date*/*Floating rate –* Interest Payment Date falling in or nearest to [*specify month*]]
7.	Interest Basis:		[[ ] per cent. Fixed Rate] [[[ ] month [EURIBOR]] +/- [ ] per cent. Floating Rate] [Zero coupon]

		(see further particulars below)
8.	Change of Interest Basis:	[Applicable/Not Applicable] [[ ] per cent. Fixed Rate in respect of the Interest Period(s) ending on (but excluding) [ ] calculated in accordance with paragraph 11 below, then [ ] Floating Rate in respect of the Interest Period(s) commencing from (and including) [ ] calculated in accordance with paragraph 12 below.] [[ ] Floating Rate in respect of the Interest Period(s) ending on (but excluding) [ ] calculated in accordance with paragraph 12 below, then [ ] per cent. Fixed Rate in respect of the Interest Period(s) commencing from (and including) [ ] calculated in accordance with paragraph 11 below.]
9.	Put and Call Options:	[Issuer Call] [Investor Put] [Clean-Up Call] [(see paragraph(s) [17]/[18]/[19] below)]
10.	a) Status of the Notes	Senior Notes
	b) Date of [Board] approval for issuance of Notes obtained:	[ ] (*N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes*)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

11.	Fixed Rate Note Provisions:		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	(a)	Rate(s) of Interest:	[ ] per cent. per annum payable in arrear on each Interest Payment Date
	(b)	Interest Payment Date(s):	[ ] in each year (*Amend appropriately in the case of irregular coupons*)
	(c)	Fixed Coupon Amount(s):	[ ] per Calculation Amount
	(d)	Broken Amount(s):	[[ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ]][Not Applicable]
	(e)	Day Count Fraction:	[30/360] [Actual/Actual (ICMA)]
	(f)	Determination Date(s):	[[ ] in each year][Not Applicable]

			(*Only relevant where Day Count Fraction is Actual/Actual (ICMA). In such a case, insert regular interest payment dates, ignoring issue date in the case of a long or short first coupon*)
12.	Floating Rate Note Provisions:		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	(a)	Specified Period(s)/Specified Interest Payment Dates:	[ ] [, subject to adjustment in accordance with the Business Day Convention set out in (b) below/, not subject to adjustment, as the Business Day Convention in (b) below is specified to be Not Applicable]
	(b)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention]
	(c)	Additional Business Centre(s):	[ ]/[Not Applicable]
	(d)	Manner in which the [Initial] Rate of Interest and Interest Amount is to be determined if different from the Conditions:	[*Specify*] *(Where different interest provisions are specified, consider adjusting or disapplying the Screen Rate Determination provisions in the relevant Conditions and including replacement provisions describing the manner in which the Rate of Interest and Interest Amount is to be determined)*
	(e)	Party responsible for calculating the Rate of Interest and Interest Amount (if not the [Agent]/[Agent for the Dematerialised Notes]):	[ ] (the **Calculation Agent**)
	(f)	Screen Rate Determination:	[Applicable/Not Applicable]
		• Reference Rate:	Reference Rate: [ ] month [EURIBOR]
		• Interest Determination Date(s):	[ ] (*Second day on which the T2 is open prior to the start of each Interest Period*)
		• Relevant Screen Page:	[ ] (*If not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately*)
	(g)	Linear Interpolation:	[Not Applicable/Applicable - the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)] [+/-] [ ] per cent. per annum

	(h)	Margin(s):	[+/-] [ ] per cent. per annum
	(i)	Minimum Rate of Interest:	[[ ] per cent. per annum]/[Not Applicable]
	(j)	Maximum Rate of Interest:	[[ ] per cent. per annum]/[Not Applicable]
	(k)	Day Count Fraction:	[Actual/Actual (ISDA)] [Actual/Actual] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360] [360/360] [Bond Basis] [30E/360] [Eurobond Basis] [30E/360 (ISDA)]
13.	Zero Coupon Notes Provisions:		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	(a)	Accrual Yield:	[ ] per cent. per annum payable in arrear
	(b)	Reference Price:	[ ]
	(c)	Day Count Fraction in relation to Early Redemption Amounts:	[30/360] [Actual/360] [Actual/365]

PROVISIONS RELATING TO REDEMPTION

14.	Final Redemption Amount:	[ ] per Calculation Amount *(N.B. The Final Redemption Amount will always be at least 100 per cent. of the nominal amount of the Notes)*
15.	Early Redemption Amount (Condition 6.2 (*Redemption for tax reasons*), Condition 9 (*Enforcement Events*) of the Conditions of the Senior Notes):	[ ] per Calculation Amount (*N.B. If the Final Redemption Amount is 100 per cent. of the nominal value (i.e. par), the Early Redemption Amount is likely to be par. If, however, the Final Redemption Amount is more than 100 per cent. of the nominal value, consideration should be given as to what the Early Redemption Amount should be.*)
16.	Notice period for Condition 6.2 (*Redemption for tax reasons*) of the Conditions of the Senior Notes:	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 systems* (*which require a minimum of five business days' notice for a call*) *and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent*)

17.	Issuer Call (Condition 6.3 (*Redemption at the option of the Issuer*) of the Conditions of the Senior Notes):	[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	(a) Optional Redemption Date(s):	[ ]
	(b) Optional Redemption Amount (Call):	[[ ] [per Calculation Amount]
	(c) Notice periods:	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 systems* (*which require a minimum of five business days' notice for a call*) *and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent*)
	(d) If redeemable in part:	
	(i) Minimum Redemption Amount:	[[ ]/Not Applicable]
	(ii) Maximum Redemption Amount:	[[ ]/Not Applicable]
18.	Clean-Up Call (Condition 6.4 (*Clean-Up Call Option*) of the Conditions of the Senior Notes):	[Applicable/Not Applicable]
	(a) Notice periods:	Minimum period: [ ] days Maximum period: [ ] days
	(b) Optional Redemption Amount (Clean-Up):	[ ] [per Calculation Amount]
19.	Investor Put (Condition 6.6 (*Redemption at the option of the Noteholders*) of the Conditions of the Senior Notes):	[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	(a) Optional Redemption Date (Put):	[ ]
	(b) Optional Redemption Amount (Put):	[[ ] [per Calculation Amount]
	(c) Notice periods:	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 systems (*which require a minimum of five business days' notice for a call*) *and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent*)

20.	Make Whole Amount	[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
-	Redemption Margin:	[ ]
-	Reference Bond:	[*Insert applicable Reference Bond*/FA Selected Bond]
-	Quotation Time:	[ ]

GENERAL PROVISIONS APPLICABLE TO THE NOTES

21.	Form of Notes:	
(a)	Form:	[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [on 60 days' notice given at any time/only upon an Exchange Event]] [Temporary Global Note exchangeable for Definitive Notes on and after the Exchange Date] [Permanent Global Note exchangeable for Definitive Notes [on 60 days' notice given at any time/only upon an Exchange Event/at any time at the request of the Issuer]] (*Ensure that this is consistent with the wording in the "Form of the Notes" section in the Base Prospectus and the Notes themselves. N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 5 includes language substantially to the following effect: "*[*€100,000*] *and integral multiples of* [*€1,000*] *in excess thereof up to and including* [*€199,000*]*". Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes.*) [Dematerialised Note 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]
(b)	New Global Note:	[Yes][No] / [Not Applicable]
22.	Additional Financial Centre(s):	[Not Applicable/*give details*]

		(*Note that this paragraph relates to the place of payment and not Interest Period end dates to which subparagraph 12(c) relates*)
23.	Talons for future Coupons to be attached to Definitive Notes:	[Yes, as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No] *(Only relevant for Notes in Global Form)* [Not Applicable]
24.	Substitution Provisions:	[Applicable]/[Not Applicable]
25.	Governing Law:	[English law]/[Italian law]

THIRD PARTY INFORMATION RELATING TO THE NOTES

[[*Relevant third party information*] has been extracted 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.]

Signed on behalf of UnipolSai Assicurazioni S.p.A.:

By: ....

Duly authorised

PART B — OTHER INFORMATION

1. **LISTING AND ADMISSION TO TRADING**

(i)	Listing and Admission to trading	[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the Luxembourg Stock Exchange's regulated market and listing on the Official List of the Luxembourg Stock Exchange with effect from [ ].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [*others*] and listing on [*others*] with effect from [ ].] [Not Applicable.]
(ii)	Estimate of total expenses related to admission to trading:	[ ]

2. **RATINGS**

Ratings:	[The Notes to be issued [[have been]/[are expected to be]] rated]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]: [*insert details*] by [*insert the legal name of the relevant credit rating agency entity(ies) and associated defined terms*] [●] [*To include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider*] (The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.) [Each of [*defined terms*] / [●] is established in the European Union and is registered under Regulation (EC) No 1060/2009 (as amended from time to time, the **CRA Regulation**) as set out in the list of credit rating agencies registered in accordance with the CRA Regulation published on the website of the European Securities and Markets Authority pursuant to the CRA Regulation (for more information please visit the European Securities and Markets Authority webpage) on its website (at http://www.esma.europa.eu/page/List-registered-and-certified-CRAs) / [●] is established in the UK and is registered under Regulation (EC) No 1060/2009, as amended, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended from time to time, the **UK CRA**

Regulation)] / [have not been issued or endorsed by any credit rating agency which is established in the European Union and registered under Regulation (EC) No 1060/2009 (as amended from time to time, the **CRA Regulation**) / have not been issued or endorsed by any credit rating agency which is established in the UK and registered under Regulation (EC) No 1060/2009, as amended, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended from time to time, the **UK CRA Regulation**)].

(*Include the relevant wording as applicable depending on the relevant rating agency assigning a rating to the Notes issued*).

3. **REASONS FOR THE OFFER – USE OF PROCEEDS**

Use of Proceeds:	General funding purposes of the Group

4. **INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE**

[Save for the fees [of [*insert relevant fee disclosure*]] payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business - *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.*)]

5. **ESTIMATED NET PROCEEDS** [ ]

Estimated net proceeds:

6. **YIELD (Fixed Rate Notes only)**

Indication of yield:	[ ] / [Not Applicable]

7. **OPERATIONAL INFORMATION**

(i)	ISIN Code:	[ ]
(ii)	Common Code:	[ ] [Not Applicable]
(iii)	CFI:	[[See/[[*include code*], as updated, as set out on] the website of the Association of National Numbering Agencies (**ANNA**) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
(iv)	FISN:	[[See/[[*include code*], as updated, as set out on] the website of the Association of National Numbering Agencies (**ANNA**) or alternatively sourced from the responsible

		National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
(v)	Any clearing system(s) other than Monte Titoli, Euroclear Bank S.A./N.V. and Clearstream Banking S.A. and the relevant identification number(s):	[Not Applicable/*give name(s), address(es) and number(s)*]
(vi)	Delivery:	Delivery [against/free of] payment
(vii)	Names and addresses of additional Paying Agent(s) [for the Dematerialised Notes] (if any):	[ ] [Not Applicable]
(viii)	[Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]/ [No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them, the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]] [Not Applicable] (*Include "Not Applicable" in case of Dematerialised Notes*)

8. **DISTRIBUTION**

(i)	Method of distribution:	[Syndicated/Non-syndicated]
(ii)	If syndicated, names of Managers:	[Not Applicable/*give names*]
(iii)	Stabilising Manager(s) (if any):	[Not Applicable/*give name*]
(iv)	If non-syndicated, name of relevant Dealer:	[Not Applicable/*give name*]
(v)	U.S. Selling Restrictions:	[Reg. S Compliance Category [1/2]; TEFRA D/TEFRA C/TEFRA not applicable]

		(Include "TEFRA not applicable" in case of Dematerialised Notes)
(vi)	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 in the EEA, "Applicable" should be specified.*)
(vii)	Prohibition of Sales to UK 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 UK, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document will be prepared in the UK, "Applicable" should be specified.*).
(viii)	[Singapore Sales to Institutional Investors and Accredited Investors only:]	[Not Applicable/Applicable][4]

[4] Delete this line item where Notes are not offered into Singapore Include this line item where Notes are offered into Singapore. Indicate "Applicable" if Notes are offered to Institutional Investors and Accredited Investors in Singapore only. Indicate "Not Applicable" if Notes are also offered to investors other than Institutional Investors and Accredited Investors in Singapore.

FORM OF APPLICABLE FINAL TERMS (TIER 2 NOTES)

Set out below is the form of Final Terms which will be completed for each Tranche of Dated Subordinated Notes issued under the Programme with (1) a denomination of at least €100,000 (or its equivalent in another currency) and/or (2) are to be admitted to trading only on a regulated market, or a specific segment of a regulated market, to which only qualified investors (as defined in the Prospectus Regulation) have access.

[PRIIPs Regulation / 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 of the European Parliament and of the Council on markets in financial instruments (as amended, **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; or (iii) not a qualified investor as defined in the **Prospectus Regulation**. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended or superseded, 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.

PRIIPs Regulation / PROHIBITION OF SALES UK RETAIL INVESTORS - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (**UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the **FSMA**) and any rules or regulations made under the FSMA to implement 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 domestic law by virtue of the European Union (Withdrawal) Act 2018; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.] [5]

[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, **MiFID II**)][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 MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[UK MIFIR product governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (COBS), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**UK MiFIR**); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate.

[5] Legend to be included on front of the Final Terms if the Tranche of Notes potentially constitute "packaged" products and no key information document will be prepared or the issuer wishes to prohibit offers to EEA and UK retail investors for any other reason, in which case the selling restriction should be specified to be "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 the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

[NOTIFICATION UNDER SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE (AS AMENDED OR MODIFIED FROM TIME TO TIME, THE SFA) - In connection with Section 309B of the SFA and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the **CMP Regulations 2018**), the Issuer has determined the classification of the Notes [(and beneficial interests therein)] to be (a) capital markets products other than prescribed capital markets products (as defined in the CMP Regulations 2018) and (b) Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).][6]

[*Date*]

UNIPOLSAI ASSICURAZIONI S.P.A.

Legal entity identifier (LEI): 815600E31C4E7006AB54

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the €3,000,000,000
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 of Tier 2 Notes in Global Form"]/["Terms and Conditions of Tier 2 Notes in Dematerialised Form"] set forth in the base prospectus dated 13 May 2024 (the **Base Prospectus**) [and the supplement[s] to the Base Prospectus dated [•] and [•]] which together constitute a base prospectus for the purposes of Regulation (EU) 2017/1129, as amended (the **Prospectus Regulation**) and the relevant implementing measures in Luxembourg. This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Base Prospectus [as so supplemented] in order to obtain all the relevant information. The Base Prospectus [and the supplement[s] to the Base Prospectus] [is] [are] published on the Issuer's website at [●] and [is] [are] available for viewing during normal business hours at the registered office of the Issuer and the Issuing and Paying Agent for the time being in Luxembourg. The Base Prospectus [and the supplement[s] thereto] and, in the case of Notes that are admitted to trading on the regulated market of the Luxembourg Stock Exchange, the applicable Final Terms will also be published on the website of the Luxembourg Stock Exchange (www.luxse.com).

[*Include whichever of the following apply or specify as "Not Applicable". Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs. Italics denote directions for completing the Final Terms.*]

1.	(a)	Series Number:	[ ]
	(b)	Tranche Number:	[ ]
	(*if fungible with an existing Series:*)		

[6] Legend to be included on front of the Final Terms if the Notes (and, if applicable, beneficial interests therein): (a) do not constitute prescribed capital markets products as defined under the CMP Regulations 2018 and (b) will be offered in Singapore.

	[(c)	Date on which the Notes will be consolidated and form a single Series:	[The Notes will be consolidated and form a single Series with [*identify earlier Tranches*] on [the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph [ ] below, which is expected to occur on or about [*date*]] [Not Applicable]
2.	Specified Currency:		[ ]
3.	Aggregate Nominal Amount:		
	(a)	Series:	[ ]
	(b)	Tranche:	[ ]
4.	Issue Price:		[ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*if applicable*)]
5.	(a)	Specified Denominations:	[ ] (*N.B. Notes must have a minimum denomination of €100,000 (or equivalent)*) (*Note – where multiple denominations above* [*€100,000*] *or equivalent are being used the following sample wording should be followed:* *"*[*€100,000*] *and integral multiples of* [*€1,000*] *in excess thereof up to and including* [*€199,000*]. *[No Notes in definitive form will be issued with a denomination above* [*€199,000*]]*".)*
	(b)	Calculation Amount:	[ ] (*If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations*.)
6.	(a)	Issue Date:	[ ]
	(b)	Interest Commencement Date:	[*specify*/Issue Date/Not Applicable]
	(c)	Maturity Date:	[*Fixed rate – specify date*] [*Floating rate* – Interest Payment Date falling in or nearest to [*specify month*]]
7.	Interest Basis:		[[ ] per cent. Fixed Rate] [[ ] month [EURIBOR]] +/- [ ] per cent. Floating Rate] (see further particulars below)

8.	Change of Interest Basis:		[Applicable/Not Applicable] (*If applicable*) [Fixed/Floating applies] / [Floating/Fixed applies] / [Reset Notes] (*if Fixed/Floating applies*) [ ] per cent. Fixed Rate in respect of the Interest Period(s) ending on (but excluding) [ ] calculated in accordance with paragraph 11 below, then [ ] Floating Rate in respect of the Interest Period(s) commencing from (and including) [ ] calculated in accordance with paragraph 12 below (*if Floating/Fixed applies*) [ ] Floating Rate in respect of the Interest Period(s) ending on (but excluding) [ ] calculated in accordance with paragraph 12 below, then [ ] per cent. Fixed Rate in respect of the Interest Period(s) commencing from (and including) [ ] calculated in accordance with paragraph 11 below
9.	Call Options:		[Issuer Call] [Clean-Up Call] [Optional Redemption due to a Regulatory Event] [Optional Redemption due to a Rating Event] [(see paragraph(s) [17]/[18]/[19]/[20] below)]
10.	(a)	Status of the Notes	Subordinated Notes
	(b)	Date of [Board] approval for issuance of Notes obtained:	[ ] (*N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes*)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

11.	Fixed Rate Note Provisions:		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	(a)	Rate(s) of Interest:	[ ] per cent. per annum payable in arrear on each Interest Payment Date
	(b)	Interest Payment Date(s):	[ ] in each year (*Amend appropriately in the case of irregular coupons*)
	(c)	Fixed Coupon Amount(s):	[ ] per Calculation Amount

		(*Applicable to Notes in definitive form.*)	
	(d)	Broken Amount(s): (*Applicable to Notes in definitive form.*)	[[ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ]][Not Applicable]
	(e)	Day Count Fraction:	[30/360] [Actual/Actual (ICMA)]
	(f)	[Determination Date(s):	[[ ] in each year][Not Applicable] (*Only relevant where Day Count Fraction is Actual/Actual (ICMA). In such a case, insert regular interest payment dates, ignoring issue date in the case of a long or short first coupon*)
12.	Floating Rate Note Provisions:		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	(a)	Specified Period(s)/Specified Interest Payment Dates:	[ ] [, subject to adjustment in accordance with the Business Day Convention set out in (b) below/, not subject to adjustment, as the Business Day Convention in (b) below is specified to be Not Applicable]
	(b)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention]
	(c)	Additional Business Centre(s):	[ ]
	(d)	Manner in which the Rate of Interest and Interest Amount is to be determined:	[Screen Rate Determination/ISDA Determination]
	(e)	Party responsible for calculating the Rate of Interest and Interest Amount (if not the [Agent]/[Agent for the Dematerialised Notes]):	[ ] (the **Calculation Agent**)
	(f)	Screen Rate Determination:	[Applicable/Not Applicable]
		• Reference Rate:	Reference Rate: [ ] month [EURIBOR]
		• Interest Determination Date(s):	[ ] (*Second day on which the T2 is open prior to the start of each Interest Period*)
		• Relevant Screen Page:	[ ] (*If not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately*)

	(g)	Linear Interpolation:	[Not Applicable/Applicable - the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)] [+/-] [ ] per cent. per annum
	(h)	Margin(s):	[+/-] [ ] per cent. per annum
	(i)	Minimum Rate of Interest:	[[ ] per cent. per annum]/[Not Applicable]
	(j)	Maximum Rate of Interest:	[[ ] per cent. per annum]/[Not Applicable]
	(k)	Day Count Fraction:	[Actual/Actual (ISDA)] [Actual/Actual] [Actual/365 (Fixed)] [Actual/365 (Sterling)] [Actual/360] [30/360] [360/360] [Bond Basis] [30E/360] [Eurobond Basis] [30E/360 (ISDA)]
	(l)	Calculation Agent	[ ]
13.	Reset Note Provisions:		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	(a)	Initial Rate of Interest:	[ ] per cent. per annum payable in arrear on each Interest Payment Date
	(b)	Initial Margin:	[ ] *(Initial Rate of Interest minus Reset Reference Rate as at pricing)*
	(c)	Interest Payment Date(s):	[ ] in each year up to and including the date of redemption of the Notes
	(d)	Day Count Fraction:	[30/360] [Actual/Actual (ICMA)]
	(e)	Reset Date(s):	[ ]
	(f)	Reset Reference Rate(s):	[Mid Swaps/Reference Bond]
	(g)	Principal Financial Centre for the purposes of Condition 4.2:	[[ ]/Not Applicable]
	(h)	Reset Margin:	[ ]
	(i)	Reset Rate Screen Page:	[ ]
	(j)	Mid Swap Maturity:	[ ]
	(k)	Reset Determination Date:	[ ]
	(l)	Reset Rate Time:	[ ]
	(m)	Day Count Fraction:	[30/360] [Actual/Actual (ICMA)]

	(n)	Party responsible for calculating the Reset Rate and Interest Amount (if not the Agent):	[ ]

PROVISIONS RELATING TO INTEREST DEFERRAL

14.	Optional Deferral of Interest:		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	(a)	Look Back Period:	Look Back Period [A/B]
	(b)	Relevant Securities:	Junior Securities [and Parity Securities]

PROVISIONS RELATING TO REDEMPTION

15.	Final Redemption Amount (Condition 6.1 (*Redemption at Maturity*), Condition 7 (*Conditions for Redemption and Purchase*) of the Conditions of the Subordinated Notes):		[ ]
16.	Optional redemption due to a Tax Event (Condition 6.2 (*Redemption for tax reasons*) of the Conditions of the Subordinated Notes):		
	(a)	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 systems* (*which require a minimum of five business days' notice for a call*) *and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent*)
	(b)	Early Redemption Amount (Tax):	(*if Issuer Call is applicable*:) [ ] / [Make Whole Amount] if the redemption date falls before the Optional Redemption Date (Call), [or Optional Redemption Amount if the redemption date falls on or after the Optional Redemption Date (Call)] (*N.B. if the Early Redemption Amount (Tax) is the same if redemption falls before and after the Optional Redemption Date (Call), indicate simply the relevant amount*) (*if Issuer Call is not applicable*:) [ ]/[Make Whole Amount]
17.	Issuer Call (Condition 6.3 (*Redemption at the option of the Issuer*), Condition 7 (*Conditions for Redemption and Purchase*)		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)

	of the Conditions of the Subordinated Notes):		
	(a)	Optional Redemption Date(s):	[ ]
	(b)	Optional Redemption Amount:	[[ ] [per Calculation Amount] [Make Whole amount]
	(c)	Notice periods:	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 systems* (*which require a minimum of five business days' notice for a call*) *and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent*)
18.	Clean-Up Call (Condition 6.4 (*Clean-Up Call Option*). Condition 7 (*Conditions for Redemption and Purchase*) of the Conditions of the Subordinated Notes):		[Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(a)	Optional Redemption Amount (Clean-Up):	[[ ] [per Calculation Amount] [Make Whole Amount]
	(b)	Notice periods:	Minimum period: [ ] days Maximum period: [ ] days
19.	Optional Redemption due to a Regulatory Event (Condition 6.6 (*Optional Redemption due to a Regulatory Event*), Condition 7 (*Conditions for Redemption and Purchase*) of the Conditions of the Subordinated Notes):		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	-	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 systems* (*which require a minimum of five business days' notice for a call*) *and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent*)
	-	Early Redemption Amount (Regulatory):	(*if Issuer Call is applicable*:) [ ]/[Make Whole Amount] if the redemption date falls before the Optional Redemption Date (Call), [or Optional Redemption Amount if the redemption date falls on or after the Optional Redemption Date (Call)]

		(*N.B. if the Early Redemption Amount (Regulatory) is the same if redemption falls before and after the Optional Redemption Date (Call), indicate simply the relevant amount*) (*if Issuer Call is not applicable*:) [ ]/[Make Whole Amount]
20.	Optional Redemption due to a Rating Event (Condition 6.7 (*Optional Redemption due to a Rating Event*), Condition 7 (*Conditions for Redemption and Purchase*) of the Conditions of the Subordinated Notes):	[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	- 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 systems (which require a minimum of five business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent*)
	- Early Redemption Amount (Rating):	(*if Issuer Call is applicable*:) [ ] / [Make Whole Amount] if the redemption date falls before the Optional Redemption Date (Call), [or Optional Redemption Amount if the redemption date falls on or after the Optional Redemption Date (Call)] (*N.B. if the Early Redemption Amount (Rating) is the same if redemption falls before and after the Optional Redemption Date (Call), indicate simply the relevant amount*) (*if Issuer Call is not applicable*:) [ ]/[Make Whole Amount]
21.	Make Whole Amount	[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	- Redemption Margin:	[ ]
	- Reference Bond:	[*Insert applicable Reference Bond*/FA Selected Bond]
	- Quotation Time:	[ ]
22.	Early Redemption Amount (Condition 10 (*Enforcement Event*) of the Conditions of the Subordinated Notes):	[ ] per Calculation Amount

GENERAL PROVISIONS APPLICABLE TO THE NOTES

23.	Form of Notes:	
	(a) Form:	[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [on 60 days' notice given at any time/only upon an Exchange Event]] [Temporary Global Note exchangeable for Definitive Notes on and after the Exchange Date] [Permanent Global Note exchangeable for Definitive Notes [on 60 days' notice given at any time/only upon an Exchange Event/at any time at the request of the Issuer]] (*Ensure that this is consistent with the wording in the "Form of the Notes" section in the Base Prospectus and the Notes themselves. N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 5 includes language substantially to the following effect: "*[*€100,000*] *and integral multiples of* [*€1,000*] *in excess thereof up to and including* [*€199,000*]*". Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes.*) [Dematerialised Note 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]
	(b) New Global Note:	[Yes][No] / [Not Applicable]
24.	Additional Financial Centre(s):	[Not Applicable/*give details*] (*Note that this paragraph relates to the place of payment and not Interest Period end dates to which subparagraph 12(c) relates*)
25.	Talons for future Coupons to be attached to Definitive Notes:	[Yes, as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No] *(Only relevant for Notes in Global Form)* [Not Applicable]
26.	Modification Provisions (Condition 15.4 (Modification and/or Exchange following	[Not Applicable/The modification provisions set out in Condition 16.4 (b)(A) apply to [*identify relevant events*]]

	a Regulatory Event, Tax Event or Rating Event)) (English Law Notes only):	
27.	Exchange Provisions (Condition 15.4 (Modification and/or Exchange following a Regulatory Event, Tax Event or Rating Event)) (English Law Notes only):	[Not Applicable/The exchange provisions set out in Condition 16.4(b)(B) apply to [*identify relevant events*]]
28.	Substitution Provisions (Condition 17 (*Substitution*):	[Applicable]/[Not Applicable]
29.	Governing Law:	[English law]/[Italian law]

THIRD PARTY INFORMATION RELATING TO THE NOTES

[[*Relevant third party information*] has been extracted 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.]

Signed on behalf of UnipolSai Assicurazioni S.p.A.:

By: ....

Duly authorised

PART B — OTHER INFORMATION

1. **LISTING AND ADMISSION TO TRADING**

(i)	Listing and Admission to trading	[Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the Luxembourg Stock Exchange's regulated market and listing on the Official List of the Luxembourg Stock Exchange with effect from [ ].] [Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [*others*] and listing on [*others*] with effect from [ ].] [Not Applicable.]
(ii)	Estimate of total expenses related to admission to trading:	[ ]

2. **RATINGS**

Ratings:	[The Notes to be issued [[have been]/[are expected to be]] rated]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]: [*insert details*] by [*insert the legal name of the relevant credit rating agency entity(ies) and associated defined terms*] [●] [*To include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider*] (The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.) [Each of [*defined terms*] / [●] is established in the European Union and is registered under Regulation (EC) No 1060/2009 (as amended from time to time, the **CRA Regulation**) as set out in the list of credit rating agencies registered in accordance with the CRA Regulation published on the website of the European Securities and Markets Authority pursuant to the CRA Regulation (for more information please visit the European Securities and Markets Authority webpage) on its website (at http://www.esma.europa.eu/page/List-registered-and-certified-CRAs) / [●] is established in the UK and is registered under Regulation (EC) No 1060/2009, as amended, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended from time to time, the **UK CRA**

	Regulation)] / [have not been issued or endorsed by any credit rating agency which is established in the European Union and registered under Regulation (EC) No 1060/2009 (as amended from time to time, the **CRA Regulation**) / have not been issued or endorsed by any credit rating agency which is established in the UK and registered under Regulation (EC) No 1060/2009, as amended, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended from time to time, the **UK CRA Regulation**)]. (*Include the relevant wording as applicable depending on the relevant rating agency assigning a rating to the Notes issued*).

3. **REASONS FOR THE OFFER – USE OF PROCEEDS**

Use of Proceeds:	General funding purposes of the Group

4. **INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE**

[Save for the fees [of [*insert relevant fee* disclosure]] payable to the [Managers/Dealers], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The [Managers/Dealers] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business - *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.*)]

5. **ESTIMATED NET PROCEEDS**

Estimated net proceeds:	[ ]

6. **YIELD (Fixed Rate Notes only)** [Not Applicable]

Indication of yield:	[ ]

7. **OPERATIONAL INFORMATION**

(i)	ISIN Code:	[ ]
(ii)	Common Code:	[ ] [Not Applicable]
(iii)	CFI:	[[See/[[*include code*], as updated, as set out on] the website of the Association of National Numbering Agencies (**ANNA**) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
(iv)	FISN	[[See/[[*include code*], as updated, as set out on] the website of the Association of National Numbering

		Agencies (**ANNA**) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
(v)	Any clearing system(s) other than Monte Titoli, Euroclear Bank S.A./N.V. and Clearstream Banking S.A. and the relevant identification number(s):	[Not Applicable/*give name(s), address(es) and number(s)*]
(vi)	Delivery:	Delivery [against/free of] payment
(vii)	Names and addresses of additional Paying Agent(s) [for the Dematerialised Notes] (if any):	[ ] [Not Applicable]
(viii)	[Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]/ [No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]] [Not Applicable] (*Include "Not Applicable" in case of Dematerialised Notes*)

8. **DISTRIBUTION**

(i)	Method of distribution:	[Syndicated/Non-syndicated]
(ii)	If syndicated, names of Managers:	[Not Applicable/*give names*]
(iii)	Stabilising Manager(s) (if any):	[Not Applicable/*give name*]
(iv)	If non-syndicated, name of relevant Dealer:	[Not Applicable/*give name*]
(v)	U.S. Selling Restrictions:	Reg. S Compliance Category [1/2]; [TEFRA D/TEFRA C/TEFRA not applicable]

		(Include "TEFRA not applicable" in case of Dematerialised Notes)
(vi)	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 in the EEA, "Applicable" should be specified.*)
(vii)	Prohibition of Sales to UK 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 UK, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document will be prepared in the UK, "Applicable" should be specified.*).
(viii)	[Singapore Sales to Institutional Investors and Accredited Investors only:]	[Not Applicable/Applicable][7]

[7] Delete this line item where Notes are not offered into Singapore Include this line item where Notes are offered into Singapore. Indicate "Applicable" if Notes are offered to Institutional Investors and Accredited Investors in Singapore only. Indicate "Not Applicable" if Notes are also offered to investors other than Institutional Investors and Accredited Investors in Singapore.

TERMS AND CONDITIONS OF SENIOR NOTES IN GLOBAL FORM

The following are the Terms and Conditions of the Senior Notes which will be incorporated by reference into each Global Note (as defined below) and each definitive Note, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such definitive Note will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and definitive Note. Reference should be made to "Applicable Final Terms" for a description of the content of Final Terms which will specify which of such terms are to apply in relation to the relevant Notes.

This Note is one of a Series (as defined below) of Notes issued by UnipolSai Assicurazioni S.p.A. (**UnipolSai** or the **Issuer**) pursuant to the Agency Agreements (as defined below).

References herein to the **Notes** shall be references to the Notes of this Series and shall mean:

(a) in relation to any Notes represented by a global Note (a **Global Note**), units of each Specified Denomination in the Specified Currency;

(b) any Global Note; and

(c) any definitive Notes issued in exchange for a Global Note.

The Notes and the Coupons (as defined below) that are stated in the Final Terms to be governed by Italian law (**Italian Law** Notes) have the benefit of an Agency Agreement governed by Italian law (as amended and/or supplemented and/or restated from time to time, the **Italian Law Agency Agreement**); and the Notes and the Coupons that are stated in the Final Terms to be governed by English law (**English Law Notes**) have the benefit of an Agency Agreement governed by English law (as amended and/or supplemented and/or restated from time to time, the **English Law Agency Agreement** and together with the Italian Law Agency Agreement, the **Agency Agreements** and each, an **Agency Agreement**), in each case dated 13 May 2024 and made between the Issuer, BNP Paribas, Luxembourg Branch as issuing and principal paying agent and agent bank (the **Agent**, which expression shall include any successor agent) and the other paying agents named therein (together with the Agent, the **Paying Agents**, which expression shall include any additional or successor paying agents).

Interest bearing definitive Notes have interest coupons (**Coupons**) and, if indicated in the applicable Final Terms, talons for further Coupons (**Talons**) attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Global Notes do not have Coupons or Talons attached on issue.

The final terms for this Note (or the relevant provisions thereof) are set out in Part A of the Final Terms attached to or endorsed on this Note which complete these Terms and Conditions (the **Conditions**) for the purposes of this Note. References to the applicable Final Terms are to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Note.

Any reference to **Noteholders** or **holders** in relation to any Notes shall mean the holders of the Notes and shall, in relation to any Notes represented by a Global Note, be construed as provided below. Any reference herein to **Couponholders** shall mean the holders of the Coupons and shall, unless the context otherwise requires, include the holders of the Talons.

As used herein, **Tranche** means Notes which are identical in all respects (including as to listing and admission to trading) and **Series** means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (a) expressed to be consolidated and form a single series and (b) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

The Noteholders and the Couponholders of the English Law Notes are entitled to the benefit of the Deed of Covenant (such Deed of Covenant as modified and/or supplemented and/or restated from time to time, the **Deed of Covenant**) dated 13 May 2024 and made by the Issuer. The original of the Deed of Covenant is held by the common depositary for Euroclear (as defined below) and Clearstream, Luxembourg (as defined below).

Copies of the Agency Agreements and the Deed of Covenant are available for inspection during normal business hours at the specified office of each of the Paying Agents. Copies of the applicable Final Terms are available for viewing at the registered office of the Issuer and of the Agent and copies may be obtained from those offices save that, if this Note is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under Regulation (EU) 2017/1129 (the **Prospectus Regulation**), the applicable Final Terms will only be obtainable by a Noteholder holding one or more Notes and such Noteholder must produce evidence satisfactory to the Issuer and the relevant Paying Agent as to its holding of such Notes and identity. If the Notes are to be admitted to trading on the regulated market of the Luxembourg Stock Exchange the applicable Final Terms will be published on the website of the Luxembourg Stock Exchange (www.luxse.com). The Noteholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreements, the Deed of Covenant and the applicable Final Terms which are applicable to them. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Agency Agreements.

Words and expressions defined in the Agency Agreements or used in the applicable Final Terms shall have the same meanings where used in the Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency Agreements and the applicable Final Terms, the applicable Final Terms will prevail.

In the Conditions, **euro** means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

1. Form, Denomination and Title

The Notes are in bearer form and, in the case of definitive Notes, serially numbered, in the currency (the **Specified Currency**) and the denominations (the **Specified Denomination(s)**) specified in the applicable Final Terms. Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

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

Definitive Notes are issued with Coupons attached, unless they are Zero Coupon Notes in which case references to Coupons and Couponholders in the Conditions are not applicable.

Subject as set out below, title to the Notes and Coupons will pass by delivery. The Issuer and the Paying Agents will (except as otherwise required by law) deem and treat the bearer of any Note or Coupon as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out in the following paragraph.

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear Bank S.A./N.V. (**Euroclear**) and/or Clearstream Banking S.A. (**Clearstream, Luxembourg**), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer and the Paying Agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant Global Note shall be treated by the Issuer and any Paying Agent as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions **Noteholder** and **holder of Notes** and related expressions shall be construed accordingly.

Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear and Clearstream, Luxembourg, as the case may be. References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in Part B of the applicable Final Terms.

2. Status of the Notes

The Notes and any relative Coupons are direct, unconditional, unsubordinated and (subject to the provisions of Condition 3 (*Negative Pledge*)) unsecured obligations of the Issuer and rank *pari passu* among themselves and (save for certain obligations required to be preferred by law) at least equally with all other outstanding present and future unsubordinated and unsecured obligations of the Issuer, from time to time outstanding.

3. Negative Pledge

So long as any of the Notes remains outstanding, the Issuer will not create or permit to subsist any Security Interest (other than Permitted Encumbrances) upon, or with respect to, any of its present or future business, undertaking, assets or revenues, present or future, to secure any Relevant Indebtedness unless the Issuer, in the case of the creation of a Security Interest, before or at the same time and, in any other case, promptly, takes any and all action necessary to ensure that:

(a) all amounts payable by it under the Notes and the Coupons are secured by the same Security Interest equally and rateably with the Relevant Indebtedness; or

(b) all amounts payable by it under the Notes and the Coupons are secured by such other Security Interest or other arrangement is provided as is approved by an Extraordinary Resolution (as defined in the Agency Agreements) of the Noteholders.

As used herein:

Permitted Encumbrances means:

(a) any Security Interest over any assets of the Issuer (the **Charged Assets**) created by any Person to secure Relevant Indebtedness in the context of a securitisation or like transaction whereby all or substantially all of the payment obligations in respect of such Relevant Indebtedness are to be discharged solely from funds generated by the Charged Assets; provided that the aggregate book value of the Charged Assets shall not exceed at any time 10 per cent. of the consolidated total assets of the Group, as calculated by reference to the then latest audited consolidated accounts of the Group;

(b) any Security Interest arising pursuant to any mandatory provision of law other than as a result of any action taken by the Issuer; or

(c) any Security Interest in existence as at the date of issuance of the Notes;

Relevant Indebtedness means (i) any present or future indebtedness (whether being principal, premium, interest or other amounts) for or in respect of any bonds, notes, debentures, debenture stock, loan stock or other securities which are for the time being quoted, listed or ordinarily dealt in on any stock exchange, over-the-counter or other securities market, and (ii) any guarantee or indemnity in respect of any such indebtedness; and

Security Interest means any mortgage, lien, pledge, charge or other security interest.

4. Interest

4.1 Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

If the Notes are in definitive form, except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

As used in the Conditions, **Fixed Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

Except in the case of Notes in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

(A) in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note; or

(B) in the case of Fixed Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure (including after application of any Fixed Coupon Amount or Broken Amount to the Calculation Amount in the case of Fixed Rate Notes in definitive form) to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Where the Specified Denomination of a Fixed Rate Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (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.

Day Count Fraction means, in respect of the calculation of an amount of interest in accordance with this Condition 4.1:

(a) if "Actual/Actual (ICMA)" is specified in the applicable Final Terms:

  (i) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or

  (ii) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

(A) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(B) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(b) if "30/360" is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.

As used herein:

Determination Period means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

sub-unit means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

4.2 Interest on Floating Rate Notes

(a) *Interest Payment Dates*

Each Floating Rate Note bears interest from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

(i) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or

(ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an **Interest Payment Date**) which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period.

In these Conditions, **Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date) or the relevant payment date if the Notes become payable on a date other than an Interest Payment Date.

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(A) in any case where Specified Periods are specified in accordance with Condition 4.2(a)(ii) above, the Floating Rate Convention, such Interest Payment Date (a) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (ii) below shall apply *mutatis mutandis* or (b) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or

(B) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or

(C) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or

(D) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In these Conditions:

Business Day means a day which is both:

(a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in each Additional Business Centre specified in the applicable Final Terms; and

(a) either (i) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (ii) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer System or any successor or replacement for that system (**T2**) is open.

(b) *Rate of Interest*

The Rate of Interest payable from time to time in respect of Floating Rate Notes will be determined in the manner specified below.

(i) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this subparagraph (i), ISDA Rate for an **Interest Period** means a rate equal to the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as calculation agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the **ISDA Definitions**) and under which:

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

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

(C) the relevant Reset Date is as the day specified in the applicable Final Terms.

For the purposes of this subparagraph (i), **Floating Rate**, **Floating Rate Option**, **Designated Maturity** and **Reset Date** have the meanings given to those terms in the ISDA Definitions.

Calculation Agent means the Agent or such other 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 amounts as may be specified in the relevant Final Terms.

Unless otherwise stated in the applicable Final Terms the Minimum Rate of Interest shall be deemed to be zero.

(ii) Screen Rate Determination for Floating Rate Notes

Floating Rate Notes

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

(A) the rate or offered quotation; or

(B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates or offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate (as specified in the applicable Final Terms) which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at 11.00 a.m. (Relevant Financial Centre time) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent. If five or more of such rates or offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

In the event that the Relevant Screen Page is not available or if, in the case of (A) above, no such rate or offered quotation appears or, in the case of subparagraph (B) above, fewer than three such rates or offered quotations appear, in each case as at the time specified in the preceding paragraph, the Issuer or, if appointed, the Financial Adviser, shall request each of the Reference Banks to provide the Calculation Agent with its bid rate or offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time (specified in the applicable Final Terms) on the Interest Determination Date in question.

If two or more of the Reference Banks provide the Calculation Agent with bid rates or offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the bid rates or offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent. If on any Interest Determination Date one only or none of the Reference Banks provides the Calculation Agent with a bid rate or an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time (being 11.00 a.m. Brussels time, in the case of a determination of the Euro-zone inter-bank offered rate (**EURIBOR**)) on the relevant Interest Determination Date in question, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Euro-zone inter-bank market (if the Reference Rate is **EURIBOR**) or the inter-bank market of the Relevant Financial Centre (if any other Reference Rate is used) plus or minus (as appropriate) the specified Margin (if any) or, if fewer than two of the Reference Banks provide the Principal Paying Agent or the Calculation Agent, as applicable with bid rates or offered rates, the bid rate or offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the bid rates or offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time specified in the applicable Final Terms on the relevant Interest Determination Date in question, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for the purpose) informs the Calculation Agent it is quoting to leading banks in the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) or the inter-bank market of the Relevant Financial Centre (if any other Reference Rate is used) plus or minus (as appropriate) the specified Margin (if any);

provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different specified Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the specified Margin relating to the relevant Interest Period in place of the specified Margin relating to that last preceding Interest Period).

For the purpose of this Condition 4.2(b),

Financial Adviser means an independent and internationally recognised financial adviser selected by the Issuer and, for the avoidance of doubt, not the Calculation Agent; and

Reference Banks means: (a) in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market; and (b) in the case of a determination of a Reference Rate that is not EURIBOR, the principal office of four major banks in the inter-bank market of the Relevant Financial Centre or as specified in the applicable Final Terms, in each case selected by the Issuer or, if appointed, the Financial Adviser.

(c) *Minimum Rate of Interest and/or Maximum Rate of Interest*

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

Unless otherwise stated in the applicable Final Terms, the Minimum Rate of Interest shall be deemed to be zero.

(d) *Determination of Rate of Interest and calculation of Interest Amounts*

The Calculation Agent will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period. The Calculation Agent will calculate the amount of interest (the **Interest Amount**) payable on the Floating Rate Notes for the relevant Interest Period by applying the Rate of Interest to:

(A) in the case of Floating Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note; or

(B) in the case of Floating Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (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.

Day Count Fraction means, in respect of the calculation of an amount of interest in accordance with this Condition 4.2:

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

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

(iii) if "Actual/365 (Sterling)" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;

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

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

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

"Y_1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

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

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

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

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

"Y_1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

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

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

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

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

"Y_1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

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

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

(e) *Linear Interpolation*

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

Designated Maturity means, in relation to Screen Rate Determination, the period of time designated in the Reference Rate.

(f) *Notification of Rate of Interest and Interest Amounts*

Subject to Condition 4.3 (*Benchmark Discontinuation*), the Calculation Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and any stock exchange on which the relevant Floating Rate Notes are for the time being listed (by no later than the first day of each Interest Period) and notice thereof to be published in accordance with Condition 13 (*Notices*) as soon as possible after their determination but in no event later than the fourth Luxembourg Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 13 (*Notices*). For the purposes of this paragraph, the expression **Luxembourg Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in Luxembourg.

4.3 Benchmark discontinuation

Notwithstanding the provisions above in Condition 4.2 (*Interest on Floating Rate Notes*), if a Benchmark Event occurs (as determined by the Issuer) in relation to an Original Reference Rate when any required Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the following provisions of this Condition 4.3 shall apply.

4.3.1 ***Independent Adviser***: The Issuer shall use its reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, with a view to determining a Successor Rate, failing which an Alternative Rate (in accordance with Condition 4.3.2) and, in either case, an Adjustment Spread if any (in accordance with Condition 4.3.3) and whether any Benchmark Amendments (in accordance with Condition 4.3.4) are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread.

4.3.2 The Independent Adviser appointed pursuant to this Condition 4.3.1 shall act in good faith and in a commercially reasonable manner as an expert and in consultation with the Issuer. In the absence of bad faith, fraud and gross negligence, the Independent Adviser shall have no liability whatsoever to the Issuer, the Agent, the Paying Agents, the Noteholders or the Couponholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 4.3.

***Successor Rate or Alternative Rate*:** If the Independent Adviser, acting in good faith and in a commercially reasonable manner, determines that:

(A) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 4.3), with effect as from the date or, as the case may be, Interest Period, as specified in the notice delivered pursuant to Condition 4.3.5 below; or

(B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 4.3), with effect as from the date or, as the case may be, Interest Period, as specified in the notice delivered pursuant to Condition 4.3.5 below.

4.3.3 ***Adjustment Spread*:** If the Independent Adviser determines (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or the formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be).

4.3.4 **Benchmark Amendments**

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread (if any) is determined in accordance with this Condition 4.3 and the Independent Adviser determines (A) that amendments to these Conditions and/or the relevant Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or (in either case) the applicable Adjustment Spread (if any) and/or are necessary or appropriate to comply with any applicable regulation or guidelines on the use of becnhmarks or other related documents issued by the competent regulatory authority (such amendments, the **Benchmark Amendments**) and (B) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 4.3.5 and subject (to the extent required) to giving any notice required to be given to, and receiving any consent required from, or non-objection from, the competent authority, without any requirement for the consent or approval of Noteholders or Couponholders, vary these Conditions and/or the relevant Agency Agreement to give effect to such Benchmark Amendments (subject to prior agreement with the Calculation Agent or Paying Agent, if required under the relevant Agency Agreement) with effect from the date specified in such notice.

In connection with any such variation in accordance with this Condition 4.3.4, the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

4.3.5 **Notices, etc.**

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 4.3 will be notified at least 10 Business Days (or such shorter period as may be agreed between the Issuer and the Agent, Calculation Agent and/or Paying Agents (as appropriate)) prior to the relevant Interest Determination Date by the Issuer to the Agent, Calculation Agent, the Paying Agents and, in accordance with Condition 13 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify (*inter alia*) the effective date of the Benchmark Amendments, if any.

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

(a) confirming (i) that a Benchmark Event has occurred, (ii) the Successor Rate or, as the case may be, the Alternative Rate and, (iii) where applicable, any Adjustment Spread and/or the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 4.3; and

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

(c) certifying that (i) the Issuer has duly consulted with an Independent Adviser with respect to each of the matters above or, if that is not the case, (ii) explaining, in reasonable detail, why the Issuer has not done so.

The Agent shall display such certificate at its offices, for inspection by the Noteholders at all reasonable times during normal business hours.

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

Notwithstanding any other provision of this Condition 4.3, if following the determination of any Successor Rate, Alternative Rate, Adjustment Spread or Benchmark Amendments (if any), in the Calculation Agent's opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this Condition 4.3, the Calculation Agent shall promptly notify the Issuer thereof and the Issuer shall (following consultation with the Independent Adviser, if appointed) direct the Calculation Agent in writing as to which alternative course of action to adopt. If the Calculation Agent is not promptly provided with such direction, or is otherwise unable (other than due to its own gross negligence, wilful default or fraud) to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Calculation Agent shall be under no obligation to make such calculation or determination and (in the absence of such gross negligence, wilful default or fraud) shall not incur any liability for not doing so.

4.3.6 **Survival of Original Reference Rate**

Without prejudice to the obligations of the Issuer under Condition 4.3.1 to 4.3.5, the Original Reference Rate and the fallback provisions provided for in Condition 4.2.2(b)(ii) (*Interest on Floating Rate Notes – Rate of Interest – Screen Rate Determination for Floating Rate Notes*) as applicable will continue to apply unless and until the Agent, the Calculation Agent and the Noteholders have been notified of the Successor Rate or the Alternative Rate (as the case may be), and any Adjustment Spread and Benchmark Amendments, in accordance with Condition 4.3.5.

For the avoidance of doubt, if (i) the Issuer is unable to appoint and consult with an Independent Adviser, or (ii) the Independent Adviser appointed by the Issuer fails to determine a Successor Rate or Alternative Rate (as applicable) on or before the date falling five Business Days prior to the Interest Determination Date relating to the next Interest Period, or if a Successor Rate or an Alternative Rate is not determined or adopted pursuant to the operation of this Condition 4.3 prior to such date, then the Rate of Interest (or the Reset Rate of Interest) for the next Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period. For the avoidance of doubt, this Condition 4.3.6 shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 4.3.6.

4.3.7 **Definitions**

For the purposes of this Condition 4.3, unless defined above:

Adjustment Spread means either (a) a spread (which may be positive, negative or zero), or (b) the formula or methodology for calculating a spread, in either case, which the Independent Adviser determines (acting in good faith and in a commercially reasonable manner) is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the extent reasonable practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders and Couponholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which is notified by the Issuer to the Calculation Agent and which:

(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 Original 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 Rate, the Independent Adviser (acting in a commercially reasonable manner and in good faith) determines is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or

(iii) if the Independent Adviser determines that no such spread, formula or methodology is customarily applied, the Independent Adviser determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be) or o reflects an industry-accepted rate, formula or methodology in the international debt capital market for transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or

(iv) if the Independent Adviser determines that no such industry standard is recognised or acknowledged and no such rate, formula or methodology is industry-accepted, the Independent Adviser determines (acting in good faith and in a commercially reasonable manner) to be appropriate;

Alternative Rate means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 4.3.2 and notifies to the Calculation Agent, which is customary in market usage or is an industry-accepted rate in international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Notes with an interest period of a comparable duration to the relevant Interest Period.

Benchmark Amendments has the meaning given to it in Condition 4.3.4.

Benchmark Event means, with respect to an Original Reference Rate:

(i) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist or ceasing to be administered on a permanent or indefinite basis; or

(ii) the making of a public statement by the administrator of the Original Reference Rate that it (i) will, by a specified date within the following six months, cease publishing or (ii) has ceased to publish the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(iii) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or

(iv) the making of a public statement by the supervisor of the administrator of the Original Reference Rate, as a consequence of which the Original Reference Rate will be prohibited from being used either generally or in respect of the Notes, in each case within the following six months, or is no longer (or will no longer) be representative of its underlying market or that its use will be subject to restrictions or adverse consequences, in each case in circumstances where the same will be applicable to the Notes; or

(v) any event or circumstance whereby it has or will, by a specified date within the following six months, become unlawful for any Paying Agent, the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the Original Reference Rate; or

(vi) a public statement by the supervisor of the administrator of the Original Reference Rate, an insolvency official with jurisdiction over the administrator of the Original Reference Rate, a resolution authority with jurisdiction over the administrator of the Original Reference Rate or a court or an entity with similar insolvency or resolution authority over the administrator of the Original Reference Rate, which states that the administrator of the Original Reference Rate has ceased or will, within a specified period of time, cease to provide the Original Reference Rate permanently or indefinitely, provided that, where applicable, such period of time has lapsed and provided further that at the time of cessation, there is no successor administrator that will continue to provide the Original Reference Rate.

The occurrence of a Benchmark Event shall be determined by the Issuer and promptly notified to the Agent, the Calculation Agent and the Paying Agents. For the avoidance of doubt, neither the Agent, the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination.

Independent Adviser means an independent financial institution of international repute or an independent financial adviser of recognised standing with appropriate expertise appointed by the Issuer at its own expense under Condition 4.3.1.

Original Reference Rate means the benchmark or screen rate (as applicable) originally specified for the purpose of determining the relevant Rate of Interest (or any relevant component part(s) thereof) on the Notes.

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, the European Systemic Risk Board, or any part thereof.

Successor Rate means the rate that the Independent Adviser determines is a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

4.4 Certificates to be final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of Condition 4.2 (*Interest on Floating Rate Notes*) by the Calculation Agent shall (in the absence of wilful default, bad faith, manifest error or proven error) be binding on the Issuer, the Agent, the other Paying Agents and all Noteholders and Couponholders and (in the absence of wilful default or bad faith) no liability to the Issuer, the Noteholders or the Couponholders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

4.5 Accrual of interest

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

(a) the date on which all amounts due in respect of such Note have been paid; and

(b) five days after the date on which the full amount of the moneys payable in respect of such Note has been received by the Agent and notice to that effect has been given to the Noteholders in accordance with Condition 13 (*Notices*).

5. Payments

5.1 Method of payment

Subject as provided below:

(a) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively); and

(b) payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque.

Payments will be subject in all cases to: (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 7 (*Taxation*); and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

5.2 Presentation of definitive Notes and Coupons

Payments of principal in respect of definitive Notes will (subject as provided below) be made in the manner provided in Condition 5.1 (*Method of payment*) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of definitive Notes, and payments of interest in respect of definitive Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia and its possessions)).

Fixed Rate Notes in definitive form (other than Long Maturity Notes (as defined below)) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of ten years after the Relevant Date (as defined in Condition 7 (*Taxation*)) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 8 (*Prescription*)) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Note in definitive form becoming due and repayable, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note or Long Maturity Note in definitive form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof.

A **Long Maturity Note** is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon, provided that such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such Note.

If the due date for redemption of any definitive Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant definitive Note.

5.3 Payments in respect of Global Notes

Payments of principal and interest (if any) in respect of Notes represented by any Global Note will (subject as provided below) be made in the manner specified above in relation to definitive Notes or otherwise in the manner specified in the relevant Global Note, where applicable against presentation or surrender, as the case may be, of such Global Note at the specified office of any Paying Agent outside the United States. A record of each payment made, distinguishing between any payment of principal and any payment of interest, will be made on such Global Note either by the Paying Agent to which it was presented or in the records of Euroclear and Clearstream, Luxembourg, as applicable.

5.4 General provisions applicable to payments

The holder of a Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer will be discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular nominal amount of Notes represented by such Global Note must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the holder of such Global Note.

Notwithstanding the foregoing provisions of this Condition, if any amount of principal and/or interest in respect of Notes is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such Notes will be made at the specified office of a Paying Agent in the United States if:

(a) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Notes in the manner provided above when due;

(b) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and

(c) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

5.5 Payment Day

If the date for payment of any amount in respect of any Note or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, **Payment Day** means any day which (subject to Condition 8 (*Prescription*)) is:

(a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits):

(i) in the case of Notes in definitive form only, in the relevant place of presentation;

(ii) in each Additional Financial Centre specified in the applicable Final Terms; and

(b) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (B) in relation to any sum payable in euro, a day on which the T2 is open.

5.6 Interpretation of principal and interest

Any reference in the Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

(a) any additional amounts which may be payable with respect to principal under Condition 7 (*Taxation*);

(b) the Final Redemption Amount of the Notes;

(c) the Early Redemption Amount of the Notes (as defined in Condition 6.7 (*Early Redemption Amounts*));

(d) the Optional Redemption Amount (Call) or Optional Redemption Amount (Put) (if any) of the Notes;

(e) the Optional Redemption Amount (Clean-Up) or the Make-Whole Redemption Amount (if any) of the Notes;

(f) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 6.7 (*Early Redemption Amounts*)); and

(g) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in the Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 7 (*Taxation*).

6. Redemption and Purchase

6.1 Redemption at Maturity

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the Issuer at its Final Redemption Amount together with accrued interest in the relevant Specified Currency on the Maturity Date.

Final Redemption Amount means the amount specified in the applicable Final Terms. The Final Redemption Amount will always be at least 100 per cent. of the nominal amount of the Notes.

6.2 Redemption for tax reasons

(a) The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Note is not a Floating Rate Note) or on any Interest Payment Date (if this Note is a Floating Rate Note), on giving not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms to the Agent and, in accordance with Condition 13 (*Notices*), the Noteholders (which notice shall be irrevocable), if (x) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 7 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 7 (*Taxation*)) or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes; and (y) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, *provided that* no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Notes were then due.

(b) Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall deliver to the Agent to make available at its specified office to the Noteholders: (i) a certificate signed by a duly authorised representative 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 (ii) an opinion of independent legal or tax advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

(c) Notes redeemed pursuant to this Condition 6.2 will be redeemed at their Early Redemption Amount (as defined in Condition 6.6 (*Early Redemption Amounts*)) together (if appropriate) with interest accrued to (but excluding) the date of redemption.

6.3 Redemption at the option of the Issuer (Issuer Call)

(a) This Condition 6.3 applies to Notes only if Issuer Call is specified in the applicable Final Terms as being applicable.

(b) If Issuer Call 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 applicable Final Terms to the Noteholders (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all (or some only) of the Notes then outstanding on any Optional Redemption Date and at the

Optional Redemption Amount (Call) together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date.

Optional Redemption Date means each date indicated as such in the applicable Final Terms.

Optional Redemption Amount (Call) means the amount specified in the applicable Final Terms.

(c) Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Final Terms.

(d) In the case of a partial redemption of Notes, the Notes to be redeemed (**Redeemed Notes**) will be selected individually by lot, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg, (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) in the case of Redeemed Notes represented by a Global Note, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the Selection Date).

In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 13 (*Notices*) not less than 15 days prior to the date fixed for redemption. No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Condition 6.3 and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 13 (*Notices*) at least five days prior to the Selection Date.

6.4 Clean-Up Call Option

(a) This Condition 6.4 applies only if Clean-Up Call is specified in the applicable Final Terms as being applicable.

(b) In the event that at least 75% (the **Clean-Up Percentage**) of the initial aggregate principal amount of the Notes (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) has been purchased or redeemed by the Issuer, the Issuer may, subject to provisions of Condition 7 (*Conditions for Redemption and Purchase*), at its option (having given not less than the minimum period nor more than the maximum period of notice specified in applicable Final Terms to the Noteholders (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all of the Notes then outstanding at the Optional Redemption Amount (Clean-Up) together, if appropriate, with interest accrued to (but excluding) the date set for redemption.

Optional Redemption Amount (Clean-Up) means the amount specified in the applicable Final Terms.

6.5 Make-Whole Redemption Option

(a) This Condition 6.5 applies only if Make-Whole Redemption Option is specified in the applicable Final Terms as being applicable.

The Issuer may, at its option and without any requirement for the consent or approval of the Noteholders (having given not less than the minimum period nor more than the maximum period of notice specified in applicable Final Terms to the Noteholders, at any time or from time to time prior to the Maturity Date commencing from the Make-Whole Redemption Commencement Date specified in the Final Terms (each such date on which the Notes are to be so redeemed, a Make-Whole Redemption Date) or during such other period as specified in the Final Terms (the Make-Whole Period) redeem the Notes, in whole or in part, at the Make-Whole Redemption Amount together with any interest accrued to (but excluding) the date set for redemption.

(b) Any such notice of redemption may, at the Issuer's discretion, be subject to one or more conditions precedent, in which case such notice shall state that, in the Issuer's discretion, the Make-Whole Redemption Date may be delayed until such time as any or all such conditions shall be satisfied (or waived by the Issuer in its sole discretion), or such redemption may not occur and such notice may be rescinded in the event that any or such conditions shall not have been satisfied (or waived by the Issuer in its sole discretion) by the Make-Whole Redemption Date, or by the Make-Whole Redemption Date so delayed

(c) In the case of a partial redemption of Notes, the Notes to be redeemed (Redeemed Notes) will be selected individually by lot, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg, (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) in the case of Redeemed Notes represented by a Global Note, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the Selection Date).

In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 13 (*Notices*) not less than 15 days prior to the date fixed for redemption. No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Condition 6.3 and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 13 (*Notices*) at least five days prior to the Selection Date.

For the purposes of this Condition 6.5: **FA Selected Bond** means a government security or securities selected by the Calculation Agent as having an actual or interpolated maturity comparable with the remaining term to (i) the Maturity Date or (ii) if an Optional Redemption Date is specified in the Final Terms, the first Optional Redemption Date of the Notes, that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in the Specified Currency and of a comparable maturity to the remaining term to (i) the Maturity Date or (ii) if an Optional Redemption Date is specified in the Final Terms, the first Optional Redemption Date of the Notes;

Make-Whole Redemption Amount means the Make-Whole Amount or, if different, such other amount specified in the applicable Final Terms;

Make-Whole Amount means the amount (calculated by the Issuer or by any international credit institution or financial services institution appointed by the Issuer for the purpose of determining the Make-Whole Amount) equal to the higher of (i) 100 per cent. of the nominal amount of the Notes to be redeemed; and (ii) the sum of the present values of the nominal amount of the Notes to be redeemed and the Remaining Term Interest on such Note (exclusive of interest accrued to the date of redemption) and such present values shall be calculated by discounting such amounts to the date of redemption on an annual basis (based on the actual number of days elapsed divided by 365 or, in the case of a lead year, 366) at the Reference Bond Rate, plus the Redemption Margin;

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

Reference Bond shall be as set out in the Final Terms or the FA Selected Bond;

Reference Bond Price means, with respect to any date of redemption, (A) the arithmetic average of the Reference Government Bond Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Government Bond Dealer Quotations; or (B) if the Calculation Agent obtains fewer than five such Reference Government Bond Dealer Quotations, the arithmetic average of all such quotations;

Reference Bond Rate means, with respect to any redemption date, the rate per annum equal to the annual or semi-annual yield (as the case may be) to maturity or interpolated yield to maturity (on the relevant day count basis) of the Reference Bond, assuming a price for the Reference Bond (expressed as a percentage of its nominal amount) equal to the Reference Bond Price for such redemption date;

Reference Government Bond Dealer means each of five banks selected by the Issuer which are (A) primary government securities dealers, and their respective successors, or (B) market makers in pricing corporate bond issues;

Reference Government Bond Dealer Quotations means, with respect to each Reference Government Bond Dealer and any redemption date, the arithmetic average, as determined by the Calculation Agent, of the bid and offered prices for the Reference Bond (expressed in each case as a percentage of its nominal amount) at the Quotation Time specified in the Final Terms on the Reference Date quoted in writing to the Calculation Agent by such Reference Government Bond Dealer; and

Remaining Term Interest means, with respect to any Note, the aggregate amount of scheduled payment(s) of interest (assuming each such scheduled interest payment to be due in full) on such Note for the remaining term to (i) the Maturity Date or (ii) if an Optional Redemption Date is specified in the Final Terms, the first Optional Redemption Date of such Note determined on the basis of the rate of interest applicable to such Note from and including the redemption date.

6.6 Redemption at the option of the Noteholders (Investor Put)

(a) This Condition 6.6 applies to Notes only if Investor Put is specified in the applicable Final Terms as being applicable.

(b) Upon the holder of any Note giving to the Issuer in accordance with Condition 13 (*Notices*) not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms the Issuer will, upon the expiry of such notice, redeem such Note on an (the) Optional Redemption Date (Put) and at the Optional Redemption Amount (Put) together, if appropriate, with interest accrued to (but excluding) such Optional Redemption Date (Put).

To exercise the right to require redemption of the Note, the holder of the Note must, if the Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg, deliver, at the specified office of any Paying Agent at any time during normal business hours of such Paying Agent falling within the notice period, a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent (a **Put Notice**) and in which the holder must specify a bank account (or, if payment is required to be made by cheque, an address) to which payment is to be made under this Condition accompanied by the Note or evidence satisfactory to the Paying Agent that the Note will, following delivery of the Put Notice, be held to its order or under its control.

If the Note is represented by a Global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of the Note the holder of the Note must, within the notice period, give notice to the Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg or any common depository or commonsafekeeper, as the case may be, for them to the Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time.

Any Put Notice or other notice given in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg given by a holder of any Note pursuant to this Condition 6.6 shall be irrevocable except where, prior to the date of redemption, an Enforcement Event has occurred and is continuing, in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this Condition 6.6 and instead to declare such Note forthwith due and payable pursuant to Condition 9 (*Enforcement Events*).

Optional Redemption Date (Put) means each date (or, if there is only one such date, the date) indicated as such in the applicable Final Terms.

Optional Redemption Amount (Put) means the amount specified in the applicable Final Terms.

6.7 Early Redemption Amounts

For the purpose of Condition 6.2 (*Redemption for tax reasons*) and Condition 9 (*Enforcement Events*):

(a) each Note (other than a Zero Coupon Note) will be redeemed at its Early Redemption Amount; and

(b) each Zero Coupon Note will be redeemed at an amount (the **Amortised Face Amount**) calculated in accordance with the following formula:

Early Redemption Amount = $RP \times (1+AY)^{y}$

where:

RP means the Reference Price;

AY means the Accrual Yield expressed as a decimal; and

y is the Day Count Fraction specified in the applicable Final Terms which will be either (i) 30/360 (in which case the numerator will be equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (ii) Actual/360 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (iii) Actual/365 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 365).

Early Redemption Amount means the amount specified in the applicable Final Terms.

6.8 Purchases

The Issuer or any of its Subsidiary may at any time purchase Notes (provided that, in the case of definitive Notes, all unmatured Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. All Notes purchased pursuant to this Condition 6.8 may be cancelled or held, reissued or resold at the discretion of the relevant purchaser or, at the option of the Issuer, surrendered to the Paying Agent for cancellation.

6.9 Cancellation

All Notes which are redeemed will forthwith be cancelled (together with all unmatured Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and the Notes purchased and surrendered for cancellation pursuant to Condition 6.8 (*Purchases*) above (together with all unmatured Coupons and Talons cancelled therewith) shall be forwarded to the Agent and cannot be reissued or resold.

6.10 Late payment on Zero Coupon Notes

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Condition 6.1 (*Redemption at Maturity*), Condition 6.2 (*Redemption for tax reasons*), Condition 6.3 (*Redemption at the option of the Issuer (Issuer Call)*), Condition 6.4 (*Clean-Up Call Option*), Condition 6.5 (*Make-whole Redemption Option*), Condition 6.6 (*Redemption at the option of the Noteholders (Investor Put)*) or upon its becoming due and repayable as provided in Condition 9 (*Enforcement Events*) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in paragraph (b) of Condition 6.7 (*Early Redemption Amounts*) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

(a) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and

(b) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Agent and notice to that effect has been given to the Noteholders in accordance with Condition 13 (*Notices*).

7. Taxation

All payments of principal and interest in respect of the Notes and Coupons by the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes or Coupons after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Note or Coupon:

(a) presented for payment in the Tax Jurisdiction;

(b) presented for payment by or on behalf of a holder who is liable for such taxes or duties in respect of such Note or Coupon by reason of his having some connection with a Tax Jurisdiction other than the mere holding of such Note or Coupon;

(c) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 5.5 (*Payment Day*));

(d) presented for payment by or on behalf of a holder who would not be liable or subject to the withholding or deduction by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority;

(e) presented for payment by or on behalf of a non-Italian resident, to the extent that interest or any other amounts is paid to a non-Italian resident which is resident in a country that does not allow for a satisfactory exchange of information with the Tax Jurisdiction;

(f) for or on account of *imposta sostitutiva* pursuant to Italian Legislative Decree No. 239 of 1 April 1996 (Decree No. 239) as amended and/or supplemented or any regulations implementing or complying with such Decree;

(g) with respect to any Notes qualifying as "atypical" securities (*titoli atipici*), where such withholding or deduction is required pursuant to Italian Law Decree No. 512 of 30 September 1983, converted with amendments by Law No. 649 of 25 November 1983, as subsequently amended and/or supplemented; or

(h) where such withholding or deduction is required pursuant to Sections 1471 through 1474 of the Code, any laws, regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

As used herein:

(i) **Tax Jurisdiction** means the Republic of Italy and/or such other taxing jurisdiction to which the Issuer becomes subject or any political subdivision or any authority thereof or therein having power to tax; and

(j) the **Relevant Date** means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 8 (*Prescription*).

8. Prescription

The Notes and Coupons will become void unless claims in respect of principal and/or interest are made within a period of ten years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 7 (*Taxation*)) therefor.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon, the claim for payment in respect of which would be void pursuant to this Condition or Condition 5.2 (*Presentation of definitive Notes and Coupons*) or any Talon which would be void pursuant to Condition 5.2 (*Presentation of definitive Notes and Coupons*).

9. Enforcement Events

If any one or more of the following events (each an **Enforcement Event**) shall occur and be continuing:

(a) if default is made in the payment of any principal or interest due in respect of the Notes or any of them and the default continues for a period of seven days in the case of principal and 14 days in the case of interest;

(b) if the Issuer fails to perform or observe any of its other obligations under the Conditions and (except in any case where the failure is incapable of remedy when no such continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 30 days next following the service by a Noteholder on the Issuer of a written notice requiring the same to be remedied;

(c) if either (i) any Indebtedness for Borrowed Money (as defined below) of the Issuer or any of its Material Subsidiaries becomes capable of being declared due and repayable prematurely by reason of an event of default (however described), or (ii) the Issuer or any of its Material Subsidiaries fails to make any payment in respect of any Indebtedness for Borrowed Money on the due date for payment (as extended by any originally applicable grace period), or (iii) any security given by the Issuer or any of its Material Subsidiaries for any Indebtedness for Borrowed Money becomes enforceable and steps are taken to enforce the same, or (iv) default is made by the Issuer or any of its Material Subsidiaries in making any payment due under any guarantee and/or indemnity given by it in relation to any Indebtedness for Borrowed Money of any other person (as extended by any originally applicable grace period), *provided that* an Enforcement Event shall not occur pursuant to any of subparagraphs (i), (ii), (iii) and (iv):

(i) if and for so long as the Issuer or the relevant Material Subsidiary, as the case may be, is contesting in good faith in a competent court in a recognized jurisdiction that the relevant Indebtedness for Borrowed Money or such security, guarantee or indemnity shall be due and enforceable, as appropriate; or

(ii) unless the aggregate Indebtedness for Borrowed Money relating to all such events which shall have occurred and be continuing shall exceed Euro 50,000,000 (or its equivalent in any other currency);

(d) an order is made by any competent court or resolution is passed for the winding-up or dissolution of the Issuer or any of its Material Subsidiaries, otherwise than for the purpose of (i) a Permitted Reorganisation; or (ii) a reorganisation on terms previously approved by an Extraordinary Resolution (as defined in the Agency Agreements);

(e) if the Issuer or any of its Material Subsidiaries ceases or threatens to cease to carry on the whole or a substantial part of its business, save for the purposes of (i) a Permitted Reorganisation or (ii) a reorganisation on terms previously approved by an Extraordinary Resolution, provided that, for the purposes of this paragraph (e), a **substantial part** of an entity's business shall mean a part of the relevant entity's business which accounts for 20 per cent. or more of the Group's consolidated assets and/or revenues as evidenced by its most recently available and duly approved audited consolidated financial statements;

(f) if (A) proceedings are initiated against the Issuer or any of its Material Subsidiaries under any applicable liquidation (*liquidazione coatta*), insolvency (*fallimento*), composition (*concordato preventivo*), reorganisation (*amministrazione straordinaria*) or other similar laws, or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver (*curatore*), manager, administrator (*commissario straordinario o liquidatore*) or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the Issuer or any of its Material Subsidiaries or, as the case may be, in relation to the whole or a substantial part of the undertaking or assets of any of them, or an encumbrancer takes possession of the whole or a substantial part of the undertaking or assets of any of them, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or a substantial part of the undertaking or assets of any of them and (B) in any case (other than the appointment of an administrator) is not discharged within 60 days, provided that, for the purposes of this paragraph (f), a substantial part of an entity's business shall mean a part of the relevant entity's business which accounts for 20 per cent. or more of the Group's consolidated assets and/or revenues as evidenced by its most recently available and duly approved audited consolidated financial statements; or

(g) if the Issuer or any of its Material Subsidiaries stops or threatens to stop payment of, or is unable to, or admits inability to, pay its debts (or any class of its debts) as they fall due, or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is adjudicated or found bankrupt or insolvent, or initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation (save for, in the case of liquidation only, the purposes of a Permitted Reorganisation or other similar laws (including the obtaining of a moratorium)) or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors),

then, in accordance with and subject to mandatory applicable law, any holder of a Note may, by written notice to the Issuer at the specified office of the Agent, effective upon the date of receipt thereof by the Agent, declare any Note held by it to be forthwith due and payable whereupon the same shall become forthwith due and payable at the Early Redemption Amount, together with accrued interest (if any) to the date of repayment, without presentment, demand, protest or other notice of any kind.

Indebtedness for Borrowed Money means any indebtedness (whether being principal, premium, interest or other amounts) for or in respect of any money borrowed or raised;

Material Subsidiary means at any time a Subsidiary of the Issuer:

(a) whose net revenues or net assets (in each case, consolidated in the case of a Subsidiary which itself has Subsidiaries) represent in each case (or, in the case of a Subsidiary acquired after the end of the financial period to which the then latest audited consolidated accounts of the Issuer and its Subsidiaries relate, are equal to) not less than 10 per cent. of the consolidated net revenues, or, as the case may be, consolidated net assets, of the Issuer and its Subsidiaries taken as a whole, all as calculated respectively by reference to the then latest audited accounts (consolidated or, as the case may be, unconsolidated) of such Subsidiary and the then latest audited consolidated accounts of the Issuer and its Subsidiaries, provided that in the case of a Subsidiary of the Issuer acquired after the end of the financial period to which the then latest audited consolidated accounts of the Issuer and its Subsidiaries relate, the reference to the then latest audited consolidated accounts of the Issuer and its Subsidiaries for the purposes of the calculation above shall, until consolidated accounts for the financial period in which the acquisition is made have been prepared and audited as aforesaid, be deemed to be a reference to such first-mentioned accounts as if such Subsidiary had been shown in such accounts by reference to its then latest relevant audited accounts, adjusted as deemed appropriate by the Issuer; or

(b) to which is transferred the whole or substantially the whole of the undertaking and assets of a Subsidiary of the Issuer which immediately prior to such transfer is a Material Subsidiary, *provided that* the transferor Subsidiary shall upon such transfer forthwith cease to be a Material Subsidiary and the transferee Subsidiary shall, upon such transfer, become a Material Subsidiary in each case pursuant to this Condition 9 (*Enforcement Events*); *provided further that* the provisions of paragraph above shall apply, commencing on the date on which the consolidated accounts of the Issuer and its Subsidiaries for the financial period in which such transfer has occurred have been prepared and audited as described in paragraph (a) above, to determine whether such Subsidiaries become or remain Material Subsidiaries.

A report by two Directors of the Issuer that in their opinion a Subsidiary of the Issuer is or is not or was or was not at any particular time or throughout any specified period a Material Subsidiary shall, in the absence of manifest or proven error, be conclusive and binding on all parties;

Permitted Reorganisation means:

(a) in respect of the Issuer, any reorganisation, amalgamation, merger, demerger, consolidation, contribution in kind, restructuring or reconstruction whilst solvent or other similar arrangements (including, without limitation, leasing of the assets or going concern) of the Issuer which is part of a related sequence of events whereby, during or upon completion of the sequence, all or substantially all of the assets and liabilities of the Issuer, including the rights and obligations of the Issuer under or in respect of the Notes, the Agency Agreements and the Deed of Covenant, will be assumed in accordance with applicable law by a Person which, immediately after such assumption, is a member of the group consisting of the Issuer and its consolidated Subsidiaries; and

(b) in respect of any Material Subsidiary, any reorganisation, amalgamation, merger, demerger, consolidation, contribution in kind, restructuring or reconstruction whilst solvent or other similar arrangements (including, without limitation, leasing of the assets or going concern) of the relevant Material Subsidiary under which all or substantially all of its assets and liabilities are transferred, sold, contributed, assigned or otherwise vested in the Issuer or any of its other Subsidiaries in accordance with applicable law,

which, in any such case, does not result in a Ratings Downgrade. All the transactions related to the proposed merger between UnipolSai and its parent company, Unipol Gruppo S.p.A. (**Unipol Gruppo**), to be carried out through the merger with (and incorporation of) UnipolSai into Unipol Gruppo shall be considered as Permitted Reorganisations regardless of any Ratings Downgrade.

Person means any individual, company, corporation, firm, partnership, joint venture, association, organisation or other entity, whether or not having a separate legal personality;

Rating Agencies means Moody's France SAS (**Moody's**) and/or Fitch Ratings Ireland Limited (**Fitch**), or any of their successors, and/or such other rating agency which at the time of the Permitted Reorganisation, has issued a rating on the Notes;

A **Ratings Downgrade** will be deemed to have occurred if, immediately prior to a Reorganisation Period, the Notes carry:

(a) an investment grade credit rating (Baa3/BBB-, or equivalent, or better) from any Rating Agency and such rating is, during the Reorganisation Period, either downgraded to a non-investment grade credit rating (Ba1/BB+, or equivalent, or worse) or withdrawn and such rating is not, within the Reorganisation Period, subsequently (in the case of a downgrade) upgraded to an investment grade credit rating by the relevant Rating Agency or (in the case of a withdrawal) replaced by an investment grade credit rating from any other Rating Agency;

(b) a non-investment grade credit rating (Ba1/BB+, or equivalent, or worse) from any Rating Agency and such rating is, during the Reorganisation Period, either downgraded by one or more notches (for illustration, Ba1 to Ba2 being one notch) or withdrawn and such rating is not, within the Reorganisation Period, subsequently (in the case of a downgrade) upgraded by such Rating Agency to a credit rating that is equivalent or better to the credit rating that was applicable immediately prior to the Reorganisation Period or (in the case of a withdrawal) replaced by a credit rating from any other Rating Agency that is equivalent to or better than the credit rating that was applicable immediately prior to the Reorganisation Period; or

(c) no credit rating and no Rating Agency assigns to the Notes within 60 days of the end of the Reorganisation Period a credit rating that is equivalent to or better than the Issuer's credit rating from any one or more Rating Agencies immediately prior to the Reorganisation Period;

Reorganisation Period shall mean the period from the date of the first public announcement of an agreement, arrangement or proposal that could result in any event or transaction described in paragraphs (a) and (b) of the definition of Permitted Reorganisation until the end of a 60-day period following public notice of the completion of the relevant transaction (or such longer period as the rating of the Notes is under publicly announced consideration for rating review); and

Subsidiary means, in respect of any Person (the **first Person**) at any particular time, any other Person (the **second Person**):

(a) if a majority of votes in ordinary shareholders' meetings of the second Person is held by the first Person;

(b) in which the first Person holds a sufficient number of votes to give it a dominant influence in ordinary shareholders' meetings of the second Person; or

(c) which is under the dominant influence of the first Person by virtue of certain contractual relationships between the first Person and the second Person,

pursuant to the provisions of Article 2359 of the Italian Civil Code.

10. Replacement of Notes Coupons and Talons

Should any Note Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Agent upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes Coupons or Talons must be surrendered before replacements will be issued.

11. Paying Agents

The names of the initial Paying Agents and their initial specified offices are set out below. If any additional Paying Agents are appointed in connection with any Series, the names of such Paying Agents will be specified in Part B of the applicable Final Terms.

The Issuer is entitled to vary or terminate the appointment of any Paying Agent and/or appoint additional or other Paying Agents and/or approve any change in the specified office through which any Paying Agent acts, provided that:

(a) there will at all times be an Agent;

(b) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority;

(c) there will at all times be a Paying Agent in a jurisdiction within Europe, other than the jurisdiction in which the Issuer is incorporated.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 5.4 (*General provisions applicable to payments*). Notice of any variation, termination, appointment or change in Paying Agents will be given to the Noteholders in accordance with Condition 13 (*Notices*).

In acting under the Agency Agreements, the Paying Agents act solely as agents of the Issuer and do not assume any obligation to, or relationship of agency or trust with, any Noteholders or Couponholders. The Agency Agreements contain provisions permitting any entity into which any Paying Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor paying agent.

12. Exchange of Talons

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 8 (*Prescription*).

13. Notices

All notices regarding the Notes will be deemed to be validly given if published in a leading English language daily newspaper of general circulation in London or, if and for so long as the Notes are admitted to trading on, and listed on the Official List of the Luxembourg Stock Exchange, a daily newspaper of general circulation in Luxembourg and/or the Luxembourg Stock Exchange's website, www.luxse.com. It is expected that any such publication in a newspaper will be made in the Financial Times in London or, as applicable, in the Luxemburger Wort or the Tageblatt in Luxembourg. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Notes are for the time being listed or by which they have been admitted to trading. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers.

Until such time as any definitive Notes are issued, there may, so long as any Global Notes representing the Notes are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg, be substituted for such publication in such newspaper(s) the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication by them to the holders of the Notes and, in addition, for so long as any Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published on the website of the relevant stock exchange or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules and regulations or as otherwise permitted by those rules and regulations. Any such notice shall be deemed to have been given to the holders of the Notes on such day as is specified in the applicable Final Terms after the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Agent. Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Agent through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

14. Meetings of Noteholders

14.1 Meetings of Noteholders

The Agency Agreements contain provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the modification or abrogation by Extraordinary Resolution (as defined in the Agency Agreements) of the Notes, the Coupons, any of these Conditions or any of the provisions of the Agency Agreements.

In relation to the convening of meetings, quorums and the majorities required to pass an Extraordinary Resolution (as defined in the Agency Agreements), the following provisions shall apply in respect of the Notes but are subject to compliance with mandatory laws, legislation, rules and regulations of Italy (including, without limitation, Legislative Decree No. 58 of 24 February 1998 as amended) and the by-laws of the Issuer in force from time to time and shall be deemed to be amended, replaced and supplemented to the extent that such laws, legislation, rules and regulations and the by-laws of the Issuer are amended at any time while the Notes remain outstanding. Italian law currently provides that any such meeting may be convened by the Issuer or the Noteholders' Representative (as defined below) at their discretion and, in any event, shall be convened by either of them upon the request of Noteholders holding not less than one-twentieth of the aggregate principal amount of the Notes of any Series for the time being outstanding. If the Issuer or the Noteholders' Representative defaults in convening such a meeting following such request or requisition by the Noteholders representing not less than one-twentieth of aggregate principal amount of the Notes of any Series for the time being outstanding, the same may be convened by decision of the competent Court upon request by such Noteholders. Every such meeting shall be held at such time and place as provided pursuant to Article 2363 of the Italian Civil Code.

Such a meeting will be validly held (subject to compliance with mandatory laws, legislation, rules and regulations of Italy in force from time to time) if (i) in the case of a sole call meeting, there are one or more persons present being or representing Noteholders holding at least one-fifth of the principal amount of the outstanding Notes, or (ii) in the case of multiple call meetings, (a) in the case of a first meeting, there are one or more persons present being or representing Noteholders holding at least one-half of the aggregate principal amount of the outstanding Notes, (b) in the case of a second meeting, there are one or more persons present being or representing Noteholders holding more than one-third of the aggregate principal amount of the outstanding Notes and (c) in the case of a third meeting or any subsequent meeting following a further adjournment, there are one or more persons present being or representing Noteholders holding at least one-fifth of the aggregate principal amount of the outstanding Notes, provided however that that the Issuer's by-laws may in each case (to the extent permitted under the applicable Italian law) provide for a different quorum. For the avoidance of doubt, each meeting will be held as a sole call meeting or as a multiple call meeting depending on the applicable provisions of Italian law and the Issuer's by-laws as applicable from time to time. The majority required to pass a resolution at any meeting convened to vote on any resolution will be one or more persons holding or representing at least two-thirds of the aggregate principal amount of the Notes represented at the meeting; provided, however, that (A) certain proposals, as set out in Article 2415 of the Italian Civil Code (including any proposal to modify the maturity of the Notes or the dates on which interest is payable on them; to reduce or cancel the principal amount of, or interest on, the Notes; or to change the currency of payment of the Notes) may only be sanctioned by a resolution passed at a meeting of Noteholders (including any adjourned meeting) by one or more persons holding or representing not less than one-half of the aggregate principal amount of the outstanding Notes unless a different majority is required pursuant to Article 2368 paragraph 2 or Article 2369 paragraph 3 or paragraph 7, of the Italian Civil Code and (B) the Issuer's by-laws may in each case (to the extent permitted under applicable Italian law) provide for different majorities. An Extraordinary Resolution (as defined in the Agency Agreements) passed at any meeting of the Noteholders will be binding on all Noteholders, whether or not they are present at the meeting, and on all Couponholders.

14.2 Noteholder's Representative

A joint representative of the Noteholders (*rappresentante comune*) (the **Noteholders' Representative**), subject to applicable provisions of Italian law, will be appointed pursuant to Article 2417 of the Italian Civil Code in order to represent the Noteholders' interests under these Conditions and to give effect to resolutions passed at a meeting of the Noteholders. If the Noteholders' Representative is not appointed by a meeting of such Noteholders, the Noteholders' Representative shall be appointed by a decree of the competent Court where the Issuer has its registered office at the request of one or more Noteholders or at the request of the directors of the Issuer. The Noteholders' Representative shall remain appointed for a maximum period of three years but may be reappointed again thereafter.

14.3 Modification

The Notes and these Conditions may be amended without the consent of the Noteholders or the Couponholders to make any modification which is, in the opinion of the Issuer, of a formal, minor or technical nature or is made to correct a manifest or proven error. In addition, the parties to the Agency Agreements may agree to modify any provision thereof, but the Issuer shall not agree, without the consent of the Noteholders, to any such modification unless, in each case in the opinion of the Issuer, it is of a formal, minor or technical nature or it is made to correct a manifest or proven error or it is not materially prejudicial to the interests of the Noteholders. The Issuer and the Principal Paying Agent may furthermore agree, without the consent of the Noteholders or Couponholders, to any modification of the Notes and these Conditions which, in the opinion of the Issuer, is not prejudicial to the interests of the Noteholders.

15. Further Issues

The Issuer shall be at liberty from time to time without the consent of the Noteholders or the Couponholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and so that the same shall be consolidated and form a single Series with the outstanding Notes.

This Condition is applicable to English Law Notes only

16. Substitution

The Issuer may, at any time, without the consent of the Noteholders or the Couponholders, substitute for itself as principal debtor under the Notes and the Coupons, any duly incorporated Subsidiary of the Issuer (each a **Substituted Debtor**) as Issuer (the **Substitution**), subject to the following:

(a) immediately prior to the Substitution, no payment in respect of the Notes and the Coupons being overdue and no Enforcement Event having occurred and being continuing in respect of the Notes and the Coupons;

(b) the execution by the Substituted Debtor and, where applicable, by the other parties to the English Law Agency Agreement and the Deed of Covenant, of a deed poll and such other documents (if any) as may be necessary to give full effect to the Substitution (together, the **Documents**) and (without limiting the generality of the foregoing) pursuant to which the Substituted Debtor shall undertake in favour of each Noteholder and Couponholder to be bound by these Conditions, the Deed of Covenant and the English Law Agency Agreement as fully as if the Substituted Debtor had been named in the Notes, the Deed of Covenant and the English Law Agency Agreement as the principal debtor in respect of the Notes in place of the Issuer;

(c) the execution by the Issuer of a deed of guarantee (the **Guarantee**), substantially in the form attached to the English Law Agency Agreement, in favour of the Noteholders and Couponholders in respect of all the obligations of the Substituted Debtor under the Notes and the Coupons;

(d) the agreement by the Substituted Debtor in the Documents to indemnify each Noteholder and Couponholder against:

    (i) any tax, duty, assessment or governmental charge which is imposed on such Noteholder and Couponholder by (or by any authority in or of) in the Republic of Italy with respect to any Note or Coupon and which would not have been so imposed had the Substitution not been made; and

    (ii) any tax, duty, assessment or governmental charge, and any cost or expense payable in connection with the Substitution;

(e) the Documents containing a representation and warranty by each of the Issuer and the Substituted Debtor that:

    (i) it is validly incorporated and in good standing under the laws of its jurisdiction of incorporation;

    (ii) it has obtained all necessary governmental and regulatory approvals and consents for the Substitution and for the performance or of its obligations under the Documents and that all such approvals and consents are in full force and effect;

(iii) all other actions, conditions and things required to be taken, fulfilled and done to ensure that the Documents, the Notes and the Coupons (and, in the case of the Issuer, the Guarantee) and the obligations assumed by it thereunder represent legal, valid and binding obligations of the Substituted Debtor or the Issuer, as the case may be, enforceable by each Noteholder and Couponholder in accordance with their respective terms and subject to applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally, have been taken, fulfilled and done and are in full force and effect; and

(iv) the Noteholders and Couponholders will not become subject to any tax, duty, assessment, governmental charge or other adverse tax consequences as a result of the Substitution, except as may be subject to the indemnity provided for in Condition 16(d) above;

(f) the delivery of legal opinion(s) addressed to the Agent, to be made available upon request to the Noteholders and Couponholders, from a lawyer or firm(s) of lawyers with a leading securities practice in the Republic of Italy, confirming that (i) the conditions contained in Conditions 16(b), 16(c), 16(d) and 16(e) above have been fulfilled and (ii) the Documents and the Guarantee, where applicable, constitute legal, valid, binding and enforceable obligations of each of the Issuer and the Substituted Debtor and that each of the Issuer and the Substituted Debtor has the power to enter into and perform the obligations to be assumed by it pursuant to the Documents and the Guarantee, to the extent applicable to it;

(g) confirmation from the relevant stock exchange (if any) that, following the proposed Substitution, the Notes will continue to be listed on such stock exchange;

(h) the giving by the Issuer of at least 14 days' prior notice of the Substitution to the Noteholders, in accordance with Condition 13 (*Notices*), stating that "copies, or, pending execution, the agreed text, of all documents in relation to the Substitution which are referred to above, or which might otherwise reasonably be regarded as material to Noteholders, will be available for inspection at the specified office of each of the Paying Agents";

(i) if the existing Notes were rated by a Rating Agency prior to the Substitution, written confirmation from such Rating Agency that, after giving effect to the Substitution, (i) the Notes shall continue to be rated the same as immediately prior to the Substitution or (ii) in the case of Notes which have not been assigned a credit rating, the relevant Substituted Debtor or the Notes will be assigned at least the same credit rating as the credit rating of the Issuer immediately prior to whichever is the earlier of (I) the Substitution, (II) the first public announcement of the Substitution or (III) the first public announcement of any proposal, agreement or arrangement that resulted, directly or indirectly, in the Substitution; and

(j) the delivery to the Agent of a certificate of solvency of the Substituted Debtor addressed to the Noteholders and signed by two directors of the Substituted Debtor.

By subscribing to, or otherwise acquiring the Notes, the Noteholders expressly consent to the substitution of the Issuer in accordance with the provisions of this Condition 16 and to the release of the Issuer from any and all obligations in respect of the Notes and any relevant agreements and are expressly deemed to have accepted such substitution and the consequences thereof.

This Condition is applicable to English Law Notes only

17. Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of this Note under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

18. Governing Law and Submission to Jurisdiction

The following provisions apply to English Law Notes

18.1 Governing law

The English Law Agency Agreement, the Deed of Covenant, the Notes, the Coupons and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law.

Condition 14 (*Meetings of Noteholders*) and the provisions of the English Law Agency Agreement concerning the meetings of Noteholders and the appointment of a Noteholders' Representative in respect of any Series of Notes are subject to compliance with the laws of the Republic of Italy.

18.2 Submission to jurisdiction

(a) Subject to subparagraph (c) below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Notes and/or the Coupons, including any 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 Notes and/or the Coupons (a **Dispute**) and accordingly each of the Issuer and any Noteholders or Couponholders in relation to any Dispute submits to the exclusive jurisdiction of the English courts.

(b) For the purposes of this Condition 18.2, the Issuer waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.

(c) To the extent allowed by law, the Noteholders and the Couponholders may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction, and (ii) concurrent proceedings in any number of jurisdictions.

18.3 Appointment of Process Agent

The Issuer irrevocably appoints Law Debenture Corporate Services Limited at its registered office at 8th Floor, 100 Bishopsgate, London EC2N 4AG as its agent for service of process in any proceedings before the English courts in relation to any Dispute, and agrees that in the event of Law Debenture Corporate Services Limited being unable or unwilling for any reason so to act, it will immediately appoint another person as its agent for service of process in England in respect of any Dispute. The Issuer agrees that failure by a process agent to notify it of any process will not invalidate service. Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.

The following provisions apply to Italian Law Notes

18.4 Governing law

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

18.5 Submission to jurisdiction

(a) Subject to subparagraph (c) below, the courts of Milan have exclusive jurisdiction to settle any dispute arising out of or in connection with the Notes and/or the Coupons, including any 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 Notes and/or the

Coupons (a **Dispute**) and accordingly each of the Issuer and any Noteholders or Couponholders in relation to any Dispute submits to the exclusive jurisdiction of the courts of Milan.

(b) For the purposes of this Condition 18.2, the Issuer waives any objection to the courts of Milan on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.

(c) To the extent allowed by law, the Noteholders and the Couponholders may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction, and (ii) concurrent proceedings in any number of jurisdictions.

(d) Without prejudice to the remaining paragraphs of this Condition 18, the Issuer waives any right it may have to a jury of trial or cause of action in connection with the Agency Agreement and the Notes. These Conditions may be filed as a written consent to a bench trial.

(e) The Notes do not have the benefit of Article 1186 of the Italian Civil Code nor, to the extent applicable, Article 1819 of the Italian Civil Code.

19. Acknowledgement of Bail-in, Write-Down or Conversion Powers and Resolution Stay Powers

This Condition 19 is applicable only if the Notes are in the scope of articles 35 et seq. of the IRRD draft proposed by the European Commission on 22 September 2021, as adopted by the European Parliament on 23 April 2024 and as finally transposed under Italian law, or any other number designating the same articles in the published version of the IRRD, as finally transposed under Italian law.

By the acquisition of Notes, each Noteholder (which, for the purposes of this Condition 19, includes any current or future holder of a beneficial interest in the Notes), Couponholder and beneficial holder of Coupons, acknowledges, accepts, consents and agrees:

(a) to be bound by the effect of the exercise of the Bail-in Power (as defined below) by the Relevant Resolution Authority (as defined below), which may include and result in any of the following, or some combination thereof:

(i) the reduction of all, or a portion, of the Amounts Due (as defined below), including on a permanent basis;

(ii) the conversion in whole or in part, of the Amounts Due into shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the Noteholder of such shares, securities or obligations), including by means of an amendment, modification or variation of these Conditions, in which case the Noteholder agrees to accept in lieu of its rights under the Notes any such shares, other securities or other obligations of the Issuer or another person;

(iii) the cancellation of the Notes;

(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;

(v) any other tools and powers provided for in the adopted version of the IRRD, as finally transposed under Italian law; and/or

(vi) any specific Italian tools and powers pertaining to the recovery and resolution of insurance and reinsurance undertakings; and

(b) that the terms of the Notes are subject to, and may be varied, if necessary, to give effect to, the exercise of the Bail-in Power by the Relevant Resolution Authority.

For these purposes:

(i) the **Amounts Due** are the prevailing outstanding amount of the Notes, and any accrued and unpaid interest on the Notes that has not been previously cancelled or otherwise is no longer due;

(ii) the **Bail-in Power** is any power existing from time to time under any laws, regulations, rules or requirements relating to the recovery and resolution of insurance and reinsurance undertakings in effect in Italy, including but not limited to any such laws, regulations, rules or requirements that are implemented, adopted or enacted within the context of the IRRD, and in each case the instructions, rules and standards created thereunder, pursuant to which the obligations of a Regulated Entity (as defined below) (or an affiliate of such Regulated Entity) can be reduced (in whole or in part), cancelled, suspended, transferred, varied or otherwise modified in any way, or securities of a Regulated Entity (or an affiliate of such Regulated Entity) can be converted into shares, other securities, or other obligations of such Regulated Entity or any other person, whether in connection with the implementation of a bail-in power following placement in resolution or otherwise;

(iii) a reference to a **Regulated Entity** is to any entity which includes certain insurance and reinsurance undertakings that are established in the European Union, parent insurance and reinsurance undertakings that are established in the European Union, insurance holding companies and mixed financial holding companies that are established in the European Union, parent insurance holding companies and parent mixed financial holding companies established in a Member State, European Union parent insurance holding companies and European Union parent mixed financial holding companies , certain branches of insurance and reinsurance undertakings that are established outside the European Union according to IRRD, any other entity that falls within the scope of application of the IRRD as finally transposed under Italian law, or any entity designated as such under the laws and regulations in effect or which will be in effect in Italy applicable to the Issuer or other members of its group;

(iv) a reference to the **Relevant Resolution Authority** is to the Istituto per la Vigilanza sulle Assicurazioni (IVASS) and/or any insurance resolution authority as determined by the IRRD or any other authority designated as such under the laws and regulations in effect or which will be in effect in Italy applicable to the Issuer or other members of its Group;

(v) **IRRD** means the proposal for a Directive of the European Parliament and of the Council establishing a framework for the recovery and resolution of insurance and reinsurance undertakings and amending Directives 2002/47/EC, 2004/25/EC, 2009/138/EC, (EU) 2017/1132 and Regulations (EU) No 1094/2010 and (EU) No 648/2012 as adopted by the European Parliament, plenary sitting, on 23 April 2024.

No repayment or payment of the Amounts Due will become due and payable or be paid after the exercise of the Bail-in Power by the Relevant Resolution Authority with respect to the Issuer unless, at the time such repayment or payment, respectively, is scheduled to become due, such repayment or payment would be permitted to be made by the Issuer under the laws and regulations in effect in Italy and the European Union applicable to the Issuer or other members of its Group.

Upon the exercise of any Bail-in Power by the Relevant Resolution Authority with respect to the Notes, the Issuer will provide a written notice to the Noteholders in accordance with Condition 13 (Notices) as soon as practicable regarding such exercise of the Bail-in Power. The Issuer will also deliver a copy of such notice to the Principal Paying Agent for informational purposes, although the Principal Paying Agent shall not be required to send such notice to Noteholders. 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 above.

Neither a cancellation of the Notes, a reduction, in whole or in part, of the Amounts Due, the conversion thereof into another security or obligation of the Issuer or another person, as a result of the exercise of the Bail-in Power by the Relevant Resolution Authority with respect to the Issuer, nor the exercise of any Bail-in Power by the Relevant Resolution Authority with respect to the Notes will constitute a default or an event of default or otherwise constitute non-performance of a contractual obligation, or entitle the Noteholder to any remedies (including equitable remedies) under these Conditions which are hereby expressly waived.

No expenses necessary for the procedures under this Condition 19, including, but not limited to, those incurred by the Issuer and the Principal Paying Agent, shall be borne by any Noteholder.

TERMS AND CONDITIONS OF SENIOR NOTES IN DEMATERIALISED FORM

The following is the text of the terms and conditions of the Notes issued in dematerialised form (the ***Dematerialised Notes*** *or the* ***Notes****). Reference should be made to the applicable Final Terms for a description of the content of Final Terms which will specify which of the terms and conditions set out below are to apply in relation to the relevant Notes.*

Any reference in these terms and conditions to ***Noteholders*** *or* ***holders*** *in relation to any Notes shall mean the beneficial owners of the Notes and evidenced in book entry form with 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 joint regulation of CONSOB and Bank of Italy 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. Euroclear Bank S.A./N.V. (****Euroclear****) and Clearstream Banking S.A (****Clearstream, Luxembourg****) are intermediaries authorised to operate through Monte Titoli.*

This Note is one of a Series (as defined below) of Notes issued by UnipolSai Assicurazioni S.p.A. (**UnipolSai** or the **Issuer**) pursuant to the Agency Agreement (as defined below).

The Notes have the benefit of an Agency Agreement governed by Italian law (as amended and/or supplemented and/or restated from time to time, the **Agency Agreement for the Dematerialised Notes** or the **Agency Agreement**) dated 13 May 2024 and made between the Issuer and BNP Paribas, Italian Branch as issuing and principal paying agent and agent bank (the **Agent**, which expression shall include any successor agent) and the other paying agents named therein (together with the Agent, the **Paying Agents**, which expression shall include any additional or successor paying agents).

The holders for the time being of the Notes shall hereafter be referred to as the **Noteholders** or **holders** of the Notes, which expression shall be construed as provided below and are to the beneficial owners of Notes issued in dematerialised form and evidenced in book entry form with Monte Titoli S.p.A. 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 joint regulation issued by CONSOB and the Bank of Italy dated 13 August 2018, as amended, supplemented or replaced 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. Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking, société anonyme (**Clearstream, Luxembourg**) are intermediaries authorised to operate through Monte Titoli.

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 or through Euroclear and Clearstream, Luxembourg to the accounts with Euroclear and Clearstream, Luxembourg of the beneficial owners of those Notes, in accordance with the rules and procedures of Monte Titoli, Euroclear or Clearstream, Luxembourg, as the case may be. 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 and includes any depositary banks appointed by Euroclear and Clearstream, Luxembourg.

As used herein, **Tranche** means Notes which are identical in all respects (including as to listing and admission to trading) and **Series** means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (a) expressed to be consolidated and form a single series and (b) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices. Each Tranche is the subject of final terms (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 applicable Final Terms.

Copy of the Agency Agreement are available for inspection during normal business hours at the specified office of each of the Paying Agents. Copies of the applicable Final Terms are available for viewing at the registered office of the Issuer and of the Agent and copies may be obtained from those offices save that, if this Note is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under Regulation (EU) 2017/1129 (the **Prospectus Regulation**), the applicable Final Terms will only be obtainable by a Noteholder holding one or more Notes and such Noteholder must produce evidence satisfactory to the Issuer and the relevant Paying Agent as to its holding of such Notes and identity. If the Notes are to be admitted to trading on the regulated market of the Luxembourg Stock Exchange, the applicable Final Terms will be published on the website of the Luxembourg Stock Exchange (www.luxse.com). The Noteholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement and the applicable Final Terms which are applicable to them. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Agency Agreement.

Words and expressions defined in the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in the Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

In the Conditions, **euro** means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

1. Form, Denomination and Title

The Notes will be held in dematerialised form on behalf of the beneficial owners by Monte Titoli for the account of the relevant Monte Titoli Account Holders as of their respective date of issue, in the currency (the **Specified Currency**) and the denominations (the **Specified Denomination(s)**) specified in the applicable Final Terms. Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination. Monte Titoli shall act as depository for Euroclear and Clearstream, Luxembourg. The Notes will at all times 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 Joint Regulation. No physical document of title will be issued in respect of the Notes. For so long as the Notes are held by Monte Titoli, they will be transferable only in accordance with the rules and procedures for the time being of Monte Titoli.

In determining whether a particular person is entitled to a particular nominal amount of notes, the Paying Agents may rely, without liability, on such evidence and/or information and/or certification as it shall, in its absolute discretion, think fit and, if it does so rely, such evidence and/or information and/or certification shall, in the absence of manifest error, be conclusive and binding on all concerned.

References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be to the records for which Monte Titoli acts as depository.

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

2. Status of the Notes

The Notes are direct, unconditional, unsubordinated and (subject to the provisions of Condition 3 (*Negative Pledge*)) unsecured obligations of the Issuer and rank *pari passu* among themselves and (save for certain obligations required to be preferred by law) at least equally with all other outstanding present and future unsubordinated and unsecured obligations of the Issuer, from time to time outstanding.

3. Negative Pledge

So long as any of the Notes remains outstanding, the Issuer will not create or permit to subsist any Security Interest (other than Permitted Encumbrances) upon, or with respect to, any of its present or future business, undertaking, assets or revenues, present or future, to secure any Relevant Indebtedness unless the Issuer, in the case of the creation of a Security Interest, before or at the same time and, in any other case, promptly, takes any and all action necessary to ensure that:

(a) all amounts payable by it under the Notes are secured by the same Security Interest equally and rateably with the Relevant Indebtedness; or

(b) all amounts payable by it under the Notes are secured by such other Security Interest or other arrangement is provided as is approved by an Extraordinary Resolution (as defined in the Agency Agreement) of the Noteholders.

As used herein:

Permitted Encumbrances means:

(a) any Security Interest over any assets of the Issuer (the **Charged Assets**) created by any Person to secure Relevant Indebtedness in the context of a securitisation or like transaction whereby all or substantially all of the payment obligations in respect of such Relevant Indebtedness are to be discharged solely from funds generated by the Charged Assets; provided that the aggregate book value of the Charged Assets shall not exceed at any time 10 per cent. of the consolidated total assets of the Group, as calculated by reference to the then latest audited consolidated accounts of the Group;

(b) any Security Interest arising pursuant to any mandatory provision of law other than as a result of any action taken by the Issuer; or

(c) any Security Interest in existence as at the date of issuance of the Notes;

Relevant Indebtedness means (i) any present or future indebtedness (whether being principal, premium, interest or other amounts) for or in respect of any bonds, notes, debentures, debenture stock, loan stock or other securities which are for the time being quoted, listed or ordinarily dealt in on any stock exchange, over-the-counter or other securities market, and (ii) any guarantee or indemnity in respect of any such indebtedness; and

Security Interest means any mortgage, lien, pledge, charge or other security interest.

4. Interest

4.1 Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date.

Unless provided otherwise in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

As used in the Conditions, **Fixed Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

Except in the case where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to the Calculation Amount and

multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Where the Specified Denomination of a Note is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (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.

Calculation Amount means the amount specified as such in the relevant Final Terms.

Day Count Fraction means, in respect of the calculation of an amount of interest in accordance with this Condition 4.1:

(a) if "Actual/Actual (ICMA)" is specified in the applicable Final Terms:

  (i) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or

  (ii) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

    (A) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

    (B) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(b) if "30/360" is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.

As used herein:

Determination Period means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest

Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

sub-unit means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

4.2 Interest on Floating Rate Notes

(a) *Interest Payment Dates*

Each Floating Rate Note bears interest from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

(i) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or

(ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an **Interest Payment Date**) which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period.

In these Conditions, **Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date) or the relevant payment date if the Notes become payable on a date other than an Interest Payment Date.

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(A) in any case where Specified Periods are specified in accordance with Condition 4.2(a)(ii) above, the Floating Rate Convention, such Interest Payment Date (a) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (ii) below shall apply *mutatis mutandis* or (b) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or

(B) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or

(C) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or

(D) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In these Conditions:

Business Day means a day which is both:

(a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in each Additional Business Centre specified in the applicable Final Terms; and

(b) either (i) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (ii) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer System or any successor or replacement for that system (**T2**) is open.

(b) *Rate of Interest*

The Rate of Interest payable from time to time in respect of Floating Rate Notes will be determined in the manner specified below.

(i) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this subparagraph (i), ISDA Rate for an **Interest Period** means a rate equal to the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as calculation agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the **ISDA Definitions**) and under which:

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

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

(C) the relevant Reset Date is as the day specified in the applicable Final Terms.

For the purposes of this subparagraph (i), **Floating Rate**, **Floating Rate Option**, **Designated Maturity** and **Reset Date** have the meanings given to those terms in the ISDA Definitions.

Calculation Agent means the Agent or such other 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 amounts as may be specified in the relevant Final Terms.

Unless otherwise stated in the applicable Final Terms the Minimum Rate of Interest shall be deemed to be zero.

(ii) Screen Rate Determination for Floating Rate Notes

Floating Rate Notes

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

(A) the rate or offered quotation; or

(B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates or offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate (as specified in the applicable Final Terms) which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at 11.00 a.m. (Relevant Financial Centre time) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent. If five or more of such rates or offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

In the event that the Relevant Screen Page is not available or if, in the case of (A) above, no such rate or offered quotation appears or, in the case of subparagraph (B) above, fewer than three such rates or offered quotations appear, in each case as at the time specified in the preceding paragraph, the Issuer or, if appointed, the Financial Adviser, shall request each of the Reference Banks to provide the Calculation Agent with its bid rate or offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time (specified in the applicable Final Terms) on the Interest Determination Date in question.

If two or more of the Reference Banks provide the Calculation Agent with bid rates or offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the bid rates or offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent. If on any Interest Determination Date one only or none of the Reference Banks provides the Calculation Agent with a bid rate or an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time (being 11.00 a.m. Brussels time, in the case of a determination of the Euro-zone inter-bank offered rate (EURIBOR)) on the relevant Interest Determination Date in question, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) or the inter-bank market of the Relevant Financial Centre (if any other Reference Rate is used) plus or minus (as appropriate) the specified Margin (if any) or, if fewer than two of the Reference Banks provide the Principal Paying Agent or the Calculation Agent, as applicable with bid rates or offered rates, the bid rate or offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the bid rates or offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time specified in the applicable Final Terms on the relevant Interest Determination Date in question, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for the purpose) informs the Calculation Agent it is quoting to leading banks in the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) or the inter-bank market of the Relevant Financial Centre (if any other Reference Rate is used) plus or minus (as appropriate) the specified Margin (if any);

provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different specified Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the specified Margin relating to the relevant Interest Period in place of the specified Margin relating to that last preceding Interest Period).

For the purpose of this Condition 4.2(b),

Financial Adviser means an independent and internationally recognised financial adviser selected by the Issuer and, for the avoidance of doubt, not the Calculation Agent; and

Reference Banks means: (a) in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market; and (b) in the case of a determination of a Reference Rate that is not EURIBOR, the principal office of four major banks in the inter-bank market of the Relevant Financial Centre or as specified in the applicable Final Terms, in each case selected by the Issuer or, if appointed, the Financial Adviser.

(c) *Minimum Rate of Interest and/or Maximum Rate of Interest*

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

Unless otherwise stated in the applicable Final Terms, the Minimum Rate of Interest shall be deemed to be zero.

(d) *Determination of Rate of Interest and calculation of Interest Amounts*

The Calculation Agent will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period. The Calculation Agent will calculate the amount of interest (the **Interest Amount**) payable on the Floating Rate Notes for the relevant Interest Period by applying the Rate of Interest to the Calculation Amount

and multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Where the Specified Denomination of a Floating Rate Note is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (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.

Calculation Amount means the amount specified as such in the relevant Final Terms.

Day Count Fraction means, in respect of the calculation of an amount of interest in accordance with this Condition 4.2:

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

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

(iii) if "Actual/365 (Sterling)" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;

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

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

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

"Y_1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

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

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

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

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

"Y_1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

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

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

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

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

"Y_1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

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

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

(e) *Linear Interpolation*

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

Designated Maturity means, in relation to Screen Rate Determination, the period of time designated in the Reference Rate.

(f) *Notification of Rate of Interest and Interest Amounts*

Subject to Condition 4.3 (*Benchmark Discontinuation*), the Calculation Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and any stock exchange on which the relevant Floating Rate Notes are for the time being listed (by no later than the first day of each Interest Period) and notice thereof to be published in accordance with Condition 11 (*Notices*) as soon as possible after their determination but in no event later than the fourth Luxembourg Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 11 (*Notices*). For the purposes of this paragraph, the expression **Luxembourg Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in Luxembourg.

4.3 Benchmark discontinuation

Notwithstanding the provisions above in Condition 4.2 (*Interest on Floating Rate Notes*), if a Benchmark Event occurs (as determined by the Issuer) in relation to an Original Reference Rate when any required Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the following provisions of this Condition 4.3 shall apply.

4.3.1 ***Independent Adviser***: The Issuer shall use its reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, with a view to determining a Successor Rate, failing which an Alternative Rate (in accordance with Condition 4.3.2) and, in either case, an Adjustment Spread if any (in accordance with Condition 4.3.3) and whether any Benchmark Amendments (in accordance with Condition 4.3.4) are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread.

4.3.2 The Independent Adviser appointed pursuant to this Condition 4.3.1 shall act in good faith and in a commercially reasonable manner as an expert and in consultation with the Issuer. In the absence of bad faith, fraud and gross negligence, the Independent Adviser shall have no liability whatsoever to the Issuer, the Agent, the Paying Agents, the Noteholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 4.3.

***Successor Rate or Alternative Rate*:** If the Independent Adviser, acting in good faith and in a commercially reasonable manner, determines that:

(A) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 4.3), with effect as from the date or, as the case may be, Interest Period, as specified in the notice delivered pursuant to Condition 4.3.5 below; or

(B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 4.3), with effect as from the date or, as the case may be, Interest Period, as specified in the notice delivered pursuant to Condition 4.3.5 below.

4.3.3 ***Adjustment Spread*: **If the Independent Adviser determines (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or the formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be).

4.3.4 **Benchmark Amendments**

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread (if any) is determined in accordance with this Condition 4.3 and the Independent Adviser determines (A) that amendments to these Conditions and/or the relevant Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or (in either case) the applicable Adjustment Spread (if any) and/or are necessary or appropriate to comply with any applicable regulation or guidelines on the use of becnhmarks or other related documents issued by the competent regulatory authority (such amendments, the **Benchmark Amendments**) and (B) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 4.3.5 and subject (to the extent required) to giving any notice required to be given to, and receiving any consent required from, or non-objection from, the competent authority, without any requirement for the consent or approval of Noteholders, vary these Conditions and/or the relevant Agency Agreement to give effect to such Benchmark Amendments (subject to prior agreement with the Calculation Agent or Paying Agent, if required under the relevant Agency Agreement) with effect from the date specified in such notice.

In connection with any such variation in accordance with this Condition 4.3.4, the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

4.3.5 **Notices, etc.**

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 4.3 will be notified at least 10 Business Days (or such shorter period as may be agreed between the Issuer and the Agent, Calculation Agent and/or Paying Agents (as appropriate)) prior to the relevant Interest Determination Date by the Issuer to the Agent, Calculation Agent, the Paying Agents and, in accordance with Condition 11(*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify (*inter alia*) the effective date of the Benchmark Amendments, if any.

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

(a) confirming (i) that a Benchmark Event has occurred, (ii) the Successor Rate or, as the case may be, the Alternative Rate and, (iii) where applicable, any Adjustment Spread and/or the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 4.3; and

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

(c) certifying that (i) the Issuer has duly consulted with an Independent Adviser with respect to each of the matters above or, if that is not the case, (ii) explaining, in reasonable detail, why the Issuer has not done so.

The Agent shall display such certificate at its offices, for inspection by the Noteholders at all reasonable times during normal business hours.

The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark

Amendments (if any) and without prejudice to the Agent's or the Calculation Agent's or the Paying Agents' ability to rely on such certificate as aforesaid) be binding on the Issuer, the Agent, the Calculation Agent, the Paying Agents and the Noteholders.

Notwithstanding any other provision of this Condition 4.3, if following the determination of any Successor Rate, Alternative Rate, Adjustment Spread or Benchmark Amendments (if any), in the Calculation Agent's opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this Condition 4.3, the Calculation Agent shall promptly notify the Issuer thereof and the Issuer shall (following consultation with the Independent Adviser, if appointed) direct the Calculation Agent in writing as to which alternative course of action to adopt. If the Calculation Agent is not promptly provided with such direction, or is otherwise unable (other than due to its own gross negligence, wilful default or fraud) to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Calculation Agent shall be under no obligation to make such calculation or determination and (in the absence of such gross negligence, wilful default or fraud) shall not incur any liability for not doing so.

4.3.6 **Survival of Original Reference Rate**

Without prejudice to the obligations of the Issuer under Condition 4.3.1 to 4.3.5, the Original Reference Rate and the fallback provisions provided for in Condition 4.2.2(b)(ii) (*Interest on Floating Rate Notes – Rate of Interest – Screen Rate Determination for Floating Rate Notes*) as applicable will continue to apply unless and until the Agent, the Calculation Agent and the Noteholders have been notified of the Successor Rate or the Alternative Rate (as the case may be), and any Adjustment Spread and Benchmark Amendments, in accordance with Condition 4.3.5.

For the avoidance of doubt, if (i) the Issuer is unable to appoint and consult with an Independent Adviser, or (ii) the Independent Adviser appointed by the Issuer fails to determine a Successor Rate or Alternative Rate (as applicable) on or before the date falling five Business Days prior to the Interest Determination Date relating to the next Interest Period, or if a Successor Rate or an Alternative Rate is not determined or adopted pursuant to the operation of this Condition 4.3 prior to such date, then the Rate of Interest (or the Reset Rate of Interest) for the next Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period. For the avoidance of doubt, this Condition 4.3.6 shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 4.3.6.

4.3.7 **Definitions**

For the purposes of this Condition 4.3, unless defined above:

Adjustment Spread means either (a) a spread (which may be positive, negative or zero), or (b) the formula or methodology for calculating a spread, in either case, which the Independent Adviser determines (acting in good faith and in a commercially reasonable manner) is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the extent reasonable practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which is notified by the Issuer to the Calculation Agent and which:

(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 Original 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 Rate, the Independent Adviser (acting in a commercially reasonable manner and in good faith) determines is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or

(iii) if the Independent Adviser determines that no such spread, formula or methodology is customarily applied, the Independent Adviser determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be) or o reflects an industry-accepted rate, formula or methodology in the international debt capital market for transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or

(iv) if the Independent Adviser determines that no such industry standard is recognised or acknowledged and no such rate, formula or methodology is industry-accepted, the Independent Adviser determines (acting in good faith and in a commercially reasonable manner) to be appropriate;

Alternative Rate means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 4.3.2 and notifies to the Calculation Agent, which is customary in market usage or is an industry-accepted rate in international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Notes with an interest period of a comparable duration to the relevant Interest Period.

Benchmark Amendments has the meaning given to it in Condition 4.3.4.

Benchmark Event means, with respect to an Original Reference Rate:

(i) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist or ceasing to be administered on a permanent or indefinite basis; or

(ii) the making of a public statement by the administrator of the Original Reference Rate that it (i) will, by a specified date within the following six months, cease publishing or (ii) has ceased to publish the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(iii) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or

(iv) the making of a public statement by the supervisor of the administrator of the Original Reference Rate, as a consequence of which the Original Reference Rate will be prohibited from being used either generally or in respect of the Notes, in each case within the following six months, or is no longer (or will no longer) be representative of its underlying market or that its use will be subject to restrictions or adverse consequences, in each case in circumstances where the same will be applicable to the Notes; or

(v) any event or circumstance whereby it has or will, by a specified date within the following six months, become unlawful for any Paying Agent, the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the Original Reference Rate; or

(vi) a public statement by the supervisor of the administrator of the Original Reference Rate, an insolvency official with jurisdiction over the administrator of the Original Reference Rate, a resolution authority with jurisdiction over the administrator of the Original Reference Rate or a court or an entity with similar insolvency or resolution authority over the administrator of the Original Reference Rate, which states that the administrator of the Original Reference Rate has ceased or will, within a specified period of time, cease to provide the Original Reference Rate permanently or indefinitely, provided that, where applicable, such period of time has lapsed and provided further that at the time of cessation, there is no successor administrator that will continue to provide the Original Reference Rate.

The occurrence of a Benchmark Event shall be determined by the Issuer and promptly notified to the Agent, the Calculation Agent and the Paying Agents. For the avoidance of doubt, neither the Agent, the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination.

Independent Adviser means an independent financial institution of international repute or an independent financial adviser of recognised standing with appropriate expertise appointed by the Issuer at its own expense under Condition 4.3.1.

Original Reference Rate means the benchmark or screen rate (as applicable) originally specified for the purpose of determining the relevant Rate of Interest (or any relevant component part(s) thereof) on the Notes.

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, the European Systemic Risk Board, or any part thereof.

Successor Rate means the rate that the Independent Adviser determines is a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

4.4 Certificates to be final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of Condition 4.2 (*Interest on Floating Rate Notes*) by the Calculation Agent shall (in the absence of wilful default, bad faith, manifest error or proven error) be binding on the Issuer, the Agent, the other Paying Agents and all Noteholders and (in the absence of wilful default or bad faith) no liability to the Issuer or the Noteholders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

4.5 Accrual of interest

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

(a) the date on which all amounts due in respect of such Note have been paid; and

(b) five days after the date on which the full amount of the moneys payable in respect of such Note has been received by the Agent and notice to that effect has been given to the Noteholders in accordance with Condition 11 (*Notices*).

5. Payments

5.1 Method of payment

(a) *Principal and interest:* 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 or through Euroclear and Clearstream, Luxembourg to the accounts with Euroclear and Clearstream, Luxembourg of the beneficial owners of those Notes, in accordance with the rules and procedures of Monte Titoli, Euroclear or Clearstream, Luxembourg, as the case may be.

For the avoidance of doubt, payments to Monte Titoli or to its order shall to the extent of amounts so paid constitute the discharge of the Issuer of its liabilities under the Notes.

(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 7 (*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.

Payments will be subject in all cases to: (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 7 (*Taxation*); and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

5.2 Payment Day

If the date for payment of any amount in respect of any Note is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, Payment Day means:

(i) a day on which (subject to Condition 8 (*Prescription*)) Monte Titoli is open for business; and

(ii) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is

Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (B) in relation to any sum payable in euro, a day on which the T2 is open.

5.3 Interpretation of principal and interest

Any reference in the Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

(a) any additional amounts which may be payable with respect to principal under Condition 7 (*Taxation*);

(b) the Final Redemption Amount of the Notes;

(c) the Early Redemption Amount of the Notes (as defined in Condition 6.7 (*Early Redemption Amounts*));

(d) the Optional Redemption Amount (Call) or Optional Redemption Amount (Put) (if any) of the Notes;

(e) the Optional Redemption Amount (Clean-Up) or the Make-Whole Redemption Amount (if any) of the Notes;

(f) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 6.7 (*Early Redemption Amounts*)); and

(g) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in the Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 7 (*Taxation*).

6. Redemption and Purchase

6.1 Redemption at Maturity

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the Issuer at its Final Redemption Amount together with accrued interest in the relevant Specified Currency on the Maturity Date.

Final Redemption Amount means the amount specified in the applicable Final Terms. The Final Redemption Amount will always be at least 100 per cent. of the nominal amount of the Notes.

6.2 Redemption for tax reasons

(a) The Notes may be redeemed at the option of the Issuer in whole, but not in part, at any time (if this Note is not a Floating Rate Note) or on any Interest Payment Date (if this Note is a Floating Rate Note), on giving not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms to the Agent and, in accordance with Condition 11 (*Notices*), the Noteholders (which notice shall be irrevocable), if (x) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 7 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 7 (*Taxation*)) or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Notes; and (y) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, *provided that* no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts if a payment in respect of the Notes were then due.

(b) Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall deliver to the Agent to make available at its specified office to the Noteholders: (i) a certificate signed by a duly authorised representative 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 (ii) an opinion of independent legal or tax advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

(c) Notes redeemed pursuant to this Condition 6.2 will be redeemed at their Early Redemption Amount (as defined in Condition 6.6 (*Early Redemption Amounts*)) together (if appropriate) with interest accrued to (but excluding) the date of redemption.

6.3 Redemption at the option of the Issuer (Issuer Call)

(a) This Condition 6.3 applies to Notes only if Issuer Call is specified in the applicable Final Terms as being applicable.

(b) If Issuer Call 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 applicable Final Terms to the Noteholders (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all (or some only) of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount (Call) together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date.

Optional Redemption Date means each date indicated as such in the applicable Final Terms.

Optional Redemption Amount (Call) means the amount specified in the applicable Final Terms.

(c) Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount and not more than the Maximum Redemption Amount, in each case as may be specified in the applicable Final Terms.

(d) In the case of a partial redemption of Notes, the Notes to be redeemed (**Redeemed Notes**) 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 nominal amount), subject to compliance with applicable law and the rules of each stock exchange on which the Notes are then listed.

6.4 Clean-Up Call Option

(a) This Condition 6.4 applies only if Clean-Up Call is specified in the applicable Final Terms as being applicable.

(b) In the event that at least 75% (the **Clean-Up Percentage**) of the initial aggregate principal amount of the Notes (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) has been purchased or redeemed by the Issuer, the Issuer may, subject to provisions of Condition 7 (*Conditions for Redemption and Purchase*), at its option (having given not less than the minimum period nor more than the maximum period of notice specified in applicable Final Terms to the Noteholders (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all of the Notes then outstanding at the Optional Redemption Amount (Clean-Up) together, if appropriate, with interest accrued to (but excluding) the date set for redemption.

Optional Redemption Amount (Clean-Up) means the amount specified in the applicable Final Terms.

6.5 Make-Whole Redemption Option

(a) This Condition 6.5 applies only if Make-Whole Redemption Option is specified in the applicable Final Terms as being applicable.

The Issuer may, at its option and without any requirement for the consent or approval of the Noteholders (having given not less than the minimum period nor more than the maximum period of notice specified in applicable Final Terms to the Noteholders, at any time or from time to time prior to the Maturity Date commencing from the Make-Whole Redemption Commencement Date specified in the Final Terms (each such date on which the Notes are to be so redeemed, a Make-Whole Redemption Date) or during such other period as specified in the Final Terms (the Make-Whole Period) redeem the Notes, in whole or in part, at the Make-Whole Redemption Amount together with any interest accrued to (but excluding) the date set for redemption.

(b) Any such notice of redemption may, at the Issuer's discretion, be subject to one or more conditions precedent, in which case such notice shall state that, in the Issuer's discretion, the Make-Whole Redemption Date may be delayed until such time as any or all such conditions shall be satisfied (or waived by the Issuer in its sole discretion), or such redemption may not occur and such notice may be rescinded in the event that any or such conditions shall not have been satisfied (or waived by the Issuer in its sole discretion) by the Make-Whole Redemption Date, or by the Make-Whole Redemption Date so delayed.

In the case of a partial redemption of Notes, the Notes to be redeemed (Redeemed Notes) 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 nominal amount), subject to compliance with applicable law and the rules of each stock exchange on which the Notes are then listed. For the purposes of this Condition 6.5: **FA Selected Bond** means a government security or securities selected by the Calculation Agent as having an actual or interpolated maturity comparable with the remaining term to (i) the Maturity Date or (ii) if an Optional Redemption Date is specified in the Final Terms, the first Optional Redemption Date of the Notes, that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in the Specified Currency and of a comparable maturity to the remaining term to (i) the Maturity Date or (ii) if an Optional Redemption Date is specified in the Final Terms, the first Optional Redemption Date of the Notes;

Make-Whole Redemption Amount means the Make-Whole Amount or, if different, such other amount specified in the applicable Final Terms;

Make-Whole Amount means the amount (calculated by the Issuer or by any international credit institution or financial services institution appointed by the Issuer for the purpose of determining the Make-Whole Amount) equal to the higher of (i) 100 per cent. of the nominal amount of the Notes to be redeemed; and (ii) the sum of the present values of the nominal amount of the Notes to be redeemed and the Remaining Term Interest on such Note (exclusive of interest accrued to the date of redemption) and such present values shall be calculated by discounting such amounts to the date of redemption on an annual basis (based on the actual number of days elapsed divided by 365 or, in the case of a lead year, 366) at the Reference Bond Rate, plus the Redemption Margin;

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

Reference Bond shall be as set out in the Final Terms or the FA Selected Bond;

Reference Bond Price means, with respect to any date of redemption, (A) the arithmetic average of the Reference Government Bond Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Government Bond Dealer Quotations; or (B) if the Calculation Agent obtains fewer than five such Reference Government Bond Dealer Quotations, the arithmetic average of all such quotations;

Reference Bond Rate means, with respect to any redemption date, the rate per annum equal to the annual or semi-annual yield (as the case may be) to maturity or interpolated yield to maturity (on the relevant day count basis) of the Reference Bond, assuming a price for the Reference Bond (expressed as a percentage of its nominal amount) equal to the Reference Bond Price for such redemption date;

Reference Government Bond Dealer means each of five banks selected by the Issuer which are (A) primary government securities dealers, and their respective successors, or (B) market makers in pricing corporate bond issues;

Reference Government Bond Dealer Quotations means, with respect to each Reference Government Bond Dealer and any redemption date, the arithmetic average, as determined by the Calculation Agent, of the bid and offered prices for the Reference Bond (expressed in each case as a percentage of its nominal amount) at the Quotation Time specified in the Final Terms on the Reference Date quoted in writing to the Calculation Agent by such Reference Government Bond Dealer; and

Remaining Term Interest means, with respect to any Note, the aggregate amount of scheduled payment(s) of interest (assuming each such scheduled interest payment to be due in full) on such Note for the remaining term to (i) the Maturity Date or (ii) if an Optional Redemption Date is specified in the Final Terms, the first Optional Redemption Date of such Note determined on the basis of the rate of interest applicable to such Note from and including the redemption date.

6.6 Redemption at the option of the Noteholders (Investor Put)

(a) This Condition 6.6 applies to Notes only if Investor Put is specified in the applicable Final Terms as being applicable.

(b) Upon the holder of any Note giving to the Issuer in accordance with Condition 13 (*Notices*) not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms the Issuer will, upon the expiry of such notice, redeem such Note on an (the) Optional Redemption Date (Put) and at the Optional Redemption Amount (Put) together, if appropriate, with interest accrued to (but excluding) such Optional Redemption Date (Put).

To exercise the right to require redemption of the Note under this Condition 6.6, the holder of the Note must, within the notice period, give notice to the Agent of such exercise (a **Put Notice**) in accordance with the standard procedures of Monte Titoli, Euroclear and Clearstream, Luxembourg (which may include notice being given on the holder's instruction by Monte Titoli, Euroclear or Clearstream, Luxembourg or any common depository or common safekeeper, as the case may be, for them to the Agent by electronic means) in a form acceptable to Monte Titoli, Euroclear and Clearstream, Luxembourg from time to time. The holder shall transfer, or cause to be transferred, the Notes in respect of which the Put Option has been exercised to the account of the Paying Agent specified in the Put Notice, if it is applicable.

Any Put Notice or other notice given in accordance with the standard procedures of Monte Titoli, Euroclear and Clearstream, Luxembourg given by a holder of any Note pursuant to this Condition 6.5 shall be irrevocable except where, prior to the date of redemption, an Enforcement Event has occurred and is continuing, in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this Condition 6.5 and instead to declare such Note forthwith due and payable pursuant to Condition 9 (*Enforcement Events*).

Optional Redemption Date (Put) means each date (or, if there is only one such date, the date) indicated as such in the applicable Final Terms.

Optional Redemption Amount (Put) means the amount specified in the applicable Final Terms.

6.7 Early Redemption Amounts

For the purpose of Condition 6.2 (*Redemption for tax reasons*) and Condition 9 (*Enforcement Events*):

(a) each Note (other than a Zero Coupon Note) will be redeemed at its Early Redemption Amount; and

(b) each Zero Coupon Note will be redeemed at an amount (the **Amortised Face Amount**) calculated in accordance with the following formula:

Early Redemption Amount = RP × $(1+AY)^y$

where:

RP means the Reference Price;

AY means the Accrual Yield expressed as a decimal; and

y is the Day Count Fraction specified in the applicable Final Terms which will be either (i) 30/360 (in which case the numerator will be equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (ii) Actual/360 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (iii) Actual/365 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 365).

Early Redemption Amount means the amount specified in the applicable Final Terms.

6.8 Purchases

The Issuer or any of its Subsidiary may at any time purchase Notes at any price in the open market or otherwise. All Notes purchased pursuant to this Condition 6.8 may be cancelled or held, reissued or resold at the discretion of the relevant purchaser or, at the option of the Issuer, surrendered to the Paying Agent for cancellation.

6.9 Cancellation

All Notes which are redeemed will forthwith be cancelled. All Notes so cancelled and the Notes purchased and surrendered for cancellation pursuant to Condition 6.8 (*Purchases*) above shall be forwarded to the Agent and cannot be reissued or resold.

6.10 Late payment on Zero Coupon Notes

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Condition 6.1 (*Redemption at Maturity*), Condition 6.2 (*Redemption for tax reasons*), Condition 6.3 (*Redemption at the option of the Issuer (Issuer Call)*), Condition 6.4 (*Clean-Up Call Option*), Condition 6.5 (*Make-whole Redemption Option*), Condition 6.6 (*Redemption at the option of the Noteholders (Investor Put)*) or upon its becoming due and repayable as provided in Condition 9 (*Enforcement Events*) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in paragraph (b) of Condition 6.7 (*Early Redemption Amounts*) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

(a) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and

(b) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Agent and notice to that effect has been given to the Noteholders in accordance with Condition 11 (*Notices*).

7. Taxation

All payments of principal and interest in respect of the Notes by the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Note:

(a) requested for payment in the Tax Jurisdiction;

(b) requested for payment 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 a Tax Jurisdiction other than the mere holding of such Note;

(c) requested for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 5.5 (*Payment Day*));

(d) requested for payment by or on behalf of a holder who would not be liable or subject to the withholding or deduction by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority;

(e) requested for payment by or on behalf of a non-Italian resident, to the extent that interest or any other amounts is paid to a non-Italian resident which is resident in a country that does not allow for a satisfactory exchange of information with the Tax Jurisdiction;

(f) for or on account of *imposta sostitutiva* pursuant to Italian Legislative Decree No. 239 of 1 April 1996 (Decree No. 239) as amended and/or supplemented or any regulations implementing or complying with such Decree;

(g) with respect to any Notes qualifying as "atypical" securities (*titoli atipici*), where such withholding or deduction is required pursuant to Italian Law Decree No. 512 of 30 September 1983, converted with amendments by Law No. 649 of 25 November 1983, as subsequently amended and/or supplemented; or

(h) where such withholding or deduction is required pursuant to Sections 1471 through 1474 of the Code, any laws, regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

As used herein:

(i) **Tax Jurisdiction** means the Republic of Italy and/or such other taxing jurisdiction to which the Issuer becomes subject or any political subdivision or any authority thereof or therein having power to tax; and

(ii) the **Relevant Date** means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 8 (*Prescription*).

8. Prescription

The Notes will become void unless claims in respect of principal and/or interest are made within a period of ten years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 7 (*Taxation*)) therefor.

9. Enforcement Events

If any one or more of the following events (each an **Enforcement Event**) shall occur and be continuing:

(a) if default is made in the payment of any principal or interest due in respect of the Notes or any of them and the default continues for a period of seven days in the case of principal and 14 days in the case of interest;

(b) if the Issuer fails to perform or observe any of its other obligations under the Conditions and (except in any case where the failure is incapable of remedy when no such continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 30 days next following the service by a Noteholder on the Issuer of a written notice requiring the same to be remedied;

(c) if either (i) any Indebtedness for Borrowed Money (as defined below) of the Issuer or any of its Material Subsidiaries becomes capable of being declared due and repayable prematurely by reason of an event of default (however described), or (ii) the Issuer or any of its Material Subsidiaries fails to make any payment in respect of any Indebtedness for Borrowed Money on the due date for payment (as extended by any originally applicable grace period), or (iii) any security given by the Issuer or any of its Material Subsidiaries for any Indebtedness for Borrowed Money becomes enforceable and steps are taken to enforce the same, or (iv) default is made by the Issuer or any of its Material Subsidiaries in making any payment due under any guarantee and/or indemnity given by it in relation to any Indebtedness for Borrowed Money of any other person (as extended by any originally applicable grace period), *provided that* an Enforcement Event shall not occur pursuant to any of subparagraphs (i), (ii), (iii) and (iv):

(A) if and for so long as the Issuer or the relevant Material Subsidiary, as the case may be, is contesting in good faith in a competent court in a recognized jurisdiction that the relevant Indebtedness for Borrowed Money or such security, guarantee or indemnity shall be due and enforceable, as appropriate; or

(B) unless the aggregate Indebtedness for Borrowed Money relating to all such events which shall have occurred and be continuing shall exceed Euro 50,000,000 (or its equivalent in any other currency);

(d) an order is made by any competent court or resolution is passed for the winding-up or dissolution of the Issuer or any of its Material Subsidiaries, otherwise than for the purpose of (i) a Permitted Reorganisation; or (ii) a reorganisation on terms previously approved by an Extraordinary Resolution (as defined in the Agency Agreements);

(e) if the Issuer or any of its Material Subsidiaries ceases or threatens to cease to carry on the whole or a substantial part of its business, save for the purposes of (i) a Permitted Reorganisation or (ii) a reorganisation on terms previously approved by an Extraordinary Resolution, provided that, for the purposes of this paragraph (e), a **substantial part** of an entity's business shall mean a part of the relevant entity's business which accounts for 20 per cent. or more of the Group's consolidated assets and/or revenues as evidenced by its most recently available and duly approved audited consolidated financial statements;

(f) if (A) proceedings are initiated against the Issuer or any of its Material Subsidiaries under any applicable liquidation (*liquidazione coatta*), insolvency (*fallimento*), composition (*concordato preventivo*), reorganisation (*amministrazione straordinaria*) or other similar laws, or an application is made (or documents filed with a court) for the appointment of an administrative or other receiver (*curatore*), manager, administrator (*commissario straordinario o liquidatore*) or other similar official, or an administrative or other receiver, manager, administrator or other similar official is appointed, in relation to the Issuer or any of its Material Subsidiaries or, as the case may be, in relation to the whole or a substantial part of the undertaking or assets of any of them, or an encumbrancer takes possession of the whole or a substantial part of the undertaking or assets of any of them, or a distress, execution, attachment, sequestration or other process is levied, enforced upon, sued out or put in force against the whole or a substantial part of the undertaking or assets of any of them and (B) in any case (other than the appointment of an administrator) is not discharged within 60 days, provided that, for the purposes of this paragraph (f), a substantial part of an entity's business shall mean a part of the relevant entity's business which accounts for 20 per cent. or more of the Group's consolidated assets and/or revenues as evidenced by its most recently available and duly approved audited consolidated financial statements; or

(g) if the Issuer or any of its Material Subsidiaries stops or threatens to stop payment of, or is unable to, or admits inability to, pay its debts (or any class of its debts) as they fall due, or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is adjudicated or found bankrupt or insolvent, or initiates or consents to judicial proceedings relating to itself under any applicable liquidation, insolvency, composition, reorganisation (save for, in the case of liquidation only, the purposes of a Permitted Reorganisation or other similar laws (including the obtaining of a moratorium)) or makes a conveyance or assignment for the benefit of, or enters into any composition or other arrangement with, its creditors generally (or any class of its creditors) or any meeting is convened to consider a proposal for an arrangement or composition with its creditors generally (or any class of its creditors),

then, in accordance with and subject to mandatory applicable law, any holder of a Note may, by written notice to the Issuer at the specified office of the Agent, effective upon the date of receipt thereof by the Agent, declare any Note held by it to be forthwith due and payable whereupon the same shall become forthwith due and payable at the Early Redemption Amount, together with accrued interest (if any) to the date of repayment, without presentment, demand, protest or other notice of any kind.

Indebtedness for Borrowed Money means any indebtedness (whether being principal, premium, interest or other amounts) for or in respect of any money borrowed or raised;

Material Subsidiary means at any time a Subsidiary of the Issuer:

(a) whose net revenues or net assets (in each case, consolidated in the case of a Subsidiary which itself has Subsidiaries) represent in each case (or, in the case of a Subsidiary acquired after the end of the financial period to which the then latest audited consolidated accounts of the Issuer and its Subsidiaries relate, are equal to) not less than 10 per cent. of the consolidated net revenues, or, as the case may be, consolidated net assets, of the Issuer and its Subsidiaries taken as a whole, all as calculated respectively by reference to the then latest audited accounts (consolidated or, as the case may be, unconsolidated) of such Subsidiary and the then latest audited consolidated accounts of the Issuer and its Subsidiaries, provided that in the case of a Subsidiary of the Issuer acquired after the end of the financial period to which the then latest audited consolidated accounts of the Issuer and its Subsidiaries relate, the reference to the then latest audited consolidated accounts of the Issuer and its Subsidiaries for the purposes of the calculation above shall, until consolidated accounts for the financial period in which the acquisition is made have been prepared and audited as aforesaid, be deemed to be a reference to such first-mentioned accounts as if such Subsidiary had been shown in such accounts by reference to its then latest relevant audited accounts, adjusted as deemed appropriate by the Issuer; or

(b) to which is transferred the whole or substantially the whole of the undertaking and assets of a Subsidiary of the Issuer which immediately prior to such transfer is a Material Subsidiary, *provided that* the transferor Subsidiary shall upon such transfer forthwith cease to be a Material Subsidiary and the transferee Subsidiary shall, upon such transfer, become a Material Subsidiary in each case pursuant to this Condition 9 (*Enforcement Events*); *provided further that* the provisions of paragraph above shall apply, commencing on the date on which the consolidated accounts of the Issuer and its Subsidiaries for the financial period in which such transfer has occurred have been prepared and audited as described in paragraph (a) above, to determine whether such Subsidiaries become or remain Material Subsidiaries.

A report by two Directors of the Issuer that in their opinion a Subsidiary of the Issuer is or is not or was or was not at any particular time or throughout any specified period a Material Subsidiary shall, in the absence of manifest or proven error, be conclusive and binding on all parties;

Permitted Reorganisation means:

(a) in respect of the Issuer, any reorganisation, amalgamation, merger, demerger, consolidation, contribution in kind, restructuring or reconstruction whilst solvent or other similar arrangements (including, without limitation, leasing of the assets or going concern) of the Issuer which is part of a related sequence of events whereby, during or upon completion of the sequence, all or substantially all of the assets and liabilities of the Issuer, including the rights and obligations of the Issuer under or in respect of the Notes or the Agency Agreement , will be assumed in accordance with applicable law by a Person which, immediately after such assumption, is a member of the group consisting of the Issuer and its consolidated Subsidiaries; and

(b) in respect of any Material Subsidiary, any reorganisation, amalgamation, merger, demerger, consolidation, contribution in kind, restructuring or reconstruction whilst solvent or other similar arrangements (including, without limitation, leasing of the assets or going concern) of the relevant Material Subsidiary under which all or substantially all of its assets and liabilities are transferred, sold, contributed, assigned or otherwise vested in the Issuer or any of its other Subsidiaries in accordance with applicable law,

which, in any such case, does not result in a Ratings Downgrade. All the transactions related to the proposed merger between UnipolSai and its parent company, Unipol Gruppo S.p.A. (**Unipol Gruppo**), to be carried out through the merger with (and incorporation of) UnipolSai into Unipol Gruppo shall be considered as Permitted Reorganisations regardless of any Ratings Downgrade.

Person means any individual, company, corporation, firm, partnership, joint venture, association, organisation or other entity, whether or not having a separate legal personality;

Rating Agencies means Moody's France SAS (**Moody's**) and/or Fitch Ratings Ireland Limited (**Fitch**), or any of their successors, and/or such other rating agency which at the time of the Permitted Reorganisation, has issued a rating on the Notes;

A **Ratings Downgrade** will be deemed to have occurred if, immediately prior to a Reorganisation Period, the Notes carry:

(c) an investment grade credit rating (Baa3/BBB-, or equivalent, or better) from any Rating Agency and such rating is, during the Reorganisation Period, either downgraded to a non-investment grade credit rating (Ba1/BB+, or equivalent, or worse) or withdrawn and such rating is not, within the Reorganisation Period, subsequently (in the case of a downgrade) upgraded to an investment grade credit rating by the relevant Rating Agency or (in the case of a withdrawal) replaced by an investment grade credit rating from any other Rating Agency;

(d) a non-investment grade credit rating (Ba1/BB+, or equivalent, or worse) from any Rating Agency and such rating is, during the Reorganisation Period, either downgraded by one or more notches (for illustration, Ba1 to Ba2 being one notch) or withdrawn and such rating is not, within the Reorganisation Period, subsequently (in the case of a downgrade) upgraded by such Rating Agency to a credit rating that is equivalent or better to the credit rating that was applicable immediately prior to the Reorganisation Period or (in the case of a withdrawal) replaced by a credit rating from any other Rating Agency that is equivalent to or better than the credit rating that was applicable immediately prior to the Reorganisation Period; or

(e) no credit rating and no Rating Agency assigns to the Notes within 60 days of the end of the Reorganisation Period a credit rating that is equivalent to or better than the Issuer's credit rating from any one or more Rating Agencies immediately prior to the Reorganisation Period;

Reorganisation Period shall mean the period from the date of the first public announcement of an agreement, arrangement or proposal that could result in any event or transaction described in paragraphs (a) and (b) of the definition of Permitted Reorganisation until the end of a 60-day period following public notice of the completion of the relevant transaction (or such longer period as the rating of the Notes is under publicly announced consideration for rating review); and

Subsidiary means, in respect of any Person (the **first Person**) at any particular time, any other Person (the **second Person**):

(a) if a majority of votes in ordinary shareholders' meetings of the second Person is held by the first Person;

(b) in which the first Person holds a sufficient number of votes to give it a dominant influence in ordinary shareholders' meetings of the second Person; or

(c) which is under the dominant influence of the first Person by virtue of certain contractual relationships between the first Person and the second Person,

pursuant to the provisions of Article 2359 of the Italian Civil Code.

10. Paying Agents

The names of the initial Paying Agents and their initial specified offices are set out below. If any additional Paying Agents are appointed in connection with any Series, the names of such Paying Agents will be specified in Part B of the applicable Final Terms.

The Issuer is entitled to vary or terminate the appointment of any Paying Agent and/or appoint additional or other Paying Agents and/or approve any change in the specified office through which any Paying Agent acts, provided that:

(a) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority;

(b) there will at all times be a Paying Agent.

In acting under the Agency Agreements, the Paying Agents act solely as agents of the Issuer and do not assume any obligation to, or relationship of agency or trust with, any Noteholders. The Agency Agreement contain provisions permitting any entity into which any Paying Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor paying agent.

11. Notices

For so long as the Notes are held through Monte Titoli, all notices regarding the Notes will be deemed to be validly given if published through the systems of Monte Titoli and (if and for so long as the Notes are admitted to trading on, and listed on the Official List of the Luxembourg Stock Exchange) either on the website of the Luxembourg Stock Exchange (www.luxse.com) or in a daily newspaper of general circulation in Luxembourg. It is expected that any such publication in a newspaper will be made in the Financial Times in London or, as applicable, in the *Luxemburger Wort* or the *Tageblatt* in Luxembourg. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Notes are for the time being listed or by which they have been admitted to trading. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers.

12. Meetings of Noteholders

12.1 Meetings of Noteholders

The Agency Agreement contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the modification or abrogation by Extraordinary Resolution (as defined in the Agency Agreement) of the Notes, any of these Conditions or any of the provisions of the Agency Agreement.

In relation to the convening of meetings, quorums and the majorities required to pass an Extraordinary Resolution (as defined in the Agency Agreements), the following provisions shall apply in respect of the Notes but are subject to compliance with mandatory laws, legislation, rules and regulations of Italy (including, without limitation, Legislative Decree No. 58 of 24 February 1998 as amended) and the by-laws of the Issuer in force from time to time and shall be deemed to be amended, replaced and supplemented to the extent that such laws, legislation, rules and regulations and the by-laws of the Issuer are amended at any time while the Notes remain outstanding. Italian law currently provides that any such meeting may be convened by the Issuer or the Noteholders' Representative (as defined below) at their discretion and, in any event, shall be convened by either of them upon the request of Noteholders holding not less than one-twentieth of the aggregate principal amount of the Notes of any Series for the time being outstanding. If the Issuer or the Noteholders' Representative defaults in convening such a meeting following such request or requisition by the Noteholders representing not less than one-twentieth of aggregate principal amount of the Notes of any Series for the time being outstanding, the same may be convened by decision of the competent Court upon request by such Noteholders. Every such meeting shall be held at such time and place as provided pursuant to Article 2363 of the Italian Civil Code.

Such a meeting will be validly held (subject to compliance with mandatory laws, legislation, rules and regulations of Italy in force from time to time) if (i) in the case of a sole call meeting, there are one or more persons present being or representing Noteholders holding at least one-fifth of the principal amount of the outstanding Notes, or (ii) in the case of multiple call meetings, (a) in the case of a first meeting, there are one or more persons present being or representing Noteholders holding at least one-half of the aggregate principal amount of the outstanding Notes, (b) in the case of a second meeting, there are one or more persons present being or representing Noteholders holding more than one-third of the aggregate principal amount of the outstanding Notes and (c) in the case of a third meeting or any subsequent meeting following a further adjournment, there are one or more persons present being or representing Noteholders holding at least one-fifth of the aggregate principal amount of the outstanding Notes, provided however that that the Issuer's by-laws may in each case (to the extent permitted under the applicable Italian law) provide for a different quorum. For the avoidance of doubt, each meeting will be held as a sole call meeting or as a multiple call meeting depending on the applicable provisions of Italian law and the Issuer's by-laws as applicable from time to time. The majority required to pass a resolution at any meeting convened to vote on any resolution will be one or more persons holding or representing at least two-thirds of the aggregate principal amount of the Notes represented at the meeting; provided, however, that (A) certain proposals, as set out in Article 2415 of the Italian Civil Code (including any proposal to modify the maturity of the Notes or the dates on which interest is payable on them; to reduce or cancel the principal amount of, or interest on, the Notes; or to change the currency of payment of the Notes) may only be sanctioned by a resolution passed at a meeting of Noteholders (including any adjourned meeting) by one or more persons holding or representing not less than one-half of the aggregate principal amount of the outstanding Notes unless a different majority is required pursuant to Article 2368 paragraph 2 or Article 2369 paragraph 3 or paragraph 7, of the Italian Civil Code and (B) the Issuer's by-laws may in each case (to the extent permitted under applicable Italian law) provide for different majorities. An Extraordinary Resolution (as defined in the Agency Agreements) passed at any meeting of the Noteholders will be binding on all Noteholders, whether or not they are present at the meeting.

12.2 Noteholder's Representative

A joint representative of the Noteholders (*rappresentante comune*) (the **Noteholders' Representative**), subject to applicable provisions of Italian law, will be appointed pursuant to Article 2417 of the Italian Civil Code in order to represent the Noteholders' interests under these Conditions and to give effect to resolutions passed at a meeting of the Noteholders. If the Noteholders' Representative is not appointed by a meeting of such Noteholders, the Noteholders' Representative shall be appointed by a decree of the competent Court where the Issuer has its registered office at the request of one or more Noteholders or at the request of the directors of the Issuer. The Noteholders' Representative shall remain appointed for a maximum period of three years but may be reappointed again thereafter.

12.3 Modification

The Notes and these Conditions may be amended without the consent of the Noteholders to make any modification which is, in the opinion of the Issuer, of a formal, minor or technical nature or is made to correct a manifest or proven error. In addition, the parties to the Agency Agreement may agree to modify any provision thereof, but the Issuer shall not agree, without the consent of the Noteholders, to any such modification unless, in each case in the opinion of the Issuer, it is of a formal, minor or technical nature or it is made to correct a manifest or proven error or it is not materially prejudicial to the interests of the Noteholders. The Issuer and the Principal Paying Agent may furthermore agree, without the consent of the Noteholders, to any modification of the Notes and these Conditions which, in the opinion of the Issuer, is not prejudicial to the interests of the Noteholders.

13. Further Issues

The Issuer shall be at liberty from time to time without the consent of the Noteholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and so that the same shall be consolidated and form a single Series with the outstanding Notes.

14. Governing Law and Submission to Jurisdiction

14.1 Governing law

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

14.2 Submission to jurisdiction

(a) Subject to subparagraph (c) below, the courts of Milan have exclusive jurisdiction to settle any dispute arising out of or in connection with the Notes, including any 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 Notes (a **Dispute**) and accordingly each of the Issuer and any Noteholders in relation to any Dispute submits to the exclusive jurisdiction of the courts of Milan.

(b) For the purposes of this Condition 14.2, the Issuer waives any objection to the courts of Milan on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.

(c) To the extent allowed by law, the Noteholders may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction, and (ii) concurrent proceedings in any number of jurisdictions.

(d) Without prejudice to the remaining paragraphs of this Condition 14, the Issuer waives any right it may have to a jury of trial or cause of action in connection with the Agency Agreement and the Notes. These Conditions may be filed as a written consent to a bench trial.

(e) The Notes do not have the benefit of Article 1186 of the Italian Civil Code nor, to the extent applicable, Article 1819 of the Italian Civil Code.

15. Acknowledgement of Bail-in, Write-Down or Conversion Powers and Resolution Stay Powers

This Condition 15 is applicable only if the Notes are in the scope of articles 35 et seq. of the IRRD draft proposed by the European Commission on 22 September 2021, as adopted by the European Parliament on 23 April 2024 and as finally transposed under Italian law, or any other number designating the same articles in the published version of the IRRD, as finally transposed under Italian law.

By the acquisition of Notes, each Noteholder (which, for the purposes of this Condition 15, includes any current or future holder of a beneficial interest in the Notes) acknowledges, accepts, consents and agrees:

(a) to be bound by the effect of the exercise of the Bail-in Power (as defined below) by the Relevant Resolution Authority (as defined below), which may include and result in any of the following, or some combination thereof:

   (i) the reduction of all, or a portion, of the Amounts Due (as defined below), including on a permanent basis;

   (ii) the conversion in whole or in part, of the Amounts Due into shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the Noteholder of such shares, securities or obligations), including by means of an amendment, modification or variation of these Conditions, in which case the Noteholder agrees to accept in lieu of its rights under the Notes any such shares, other securities or other obligations of the Issuer or another person;

(iii) the cancellation of the Notes;

(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;

(v) any other tools and powers provided for in the adopted version of the IRRD, as finally transposed under Italian law; and/or

(vi) any specific Italian tools and powers pertaining to the recovery and resolution of insurance and reinsurance undertakings; and

(b) that the terms of the Notes are subject to, and may be varied, if necessary, to give effect to, the exercise of the Bail-in Power by the Relevant Resolution Authority.

For these purposes:

(i) the **Amounts Due** are the prevailing outstanding amount of the Notes, and any accrued and unpaid interest on the Notes that has not been previously cancelled or otherwise is no longer due;

(ii) the **Bail-in Power** is any power existing from time to time under any laws, regulations, rules or requirements relating to the recovery and resolution of insurance and reinsurance undertakings in effect in Italy, including but not limited to any such laws, regulations, rules or requirements that are implemented, adopted or enacted within the context of the IRRD, and in each case the instructions, rules and standards created thereunder, pursuant to which the obligations of a Regulated Entity (as defined below) (or an affiliate of such Regulated Entity) can be reduced (in whole or in part), cancelled, suspended, transferred, varied or otherwise modified in any way, or securities of a Regulated Entity (or an affiliate of such Regulated Entity) can be converted into shares, other securities, or other obligations of such Regulated Entity or any other person, whether in connection with the implementation of a bail-in power following placement in resolution or otherwise;

(iii) a reference to a **Regulated Entity** is to any entity which includes certain insurance and reinsurance undertakings that are established in the European Union, parent insurance and reinsurance undertakings that are established in the European Union, insurance holding companies and mixed financial holding companies that are established in the European Union, parent insurance holding companies and parent mixed financial holding companies established in a Member State, European Union parent insurance holding companies and European Union parent mixed financial holding companies , certain branches of insurance and reinsurance undertakings that are established outside the European Union according to IRRD, any other entity that falls within the scope of application of the IRRD as finally transposed under Italian law, or any entity designated as such under the laws and regulations in effect or which will be in effect in Italy applicable to the Issuer or other members of its group;

(iv) a reference to the **Relevant Resolution Authority** is to the Istituto per la Vigilanza sulle Assicurazioni (IVASS) and/or any insurance resolution authority as determined by the IRRD or any other authority designated as such under the laws and regulations in effect or which will be in effect in Italy applicable to the Issuer or other members of its Group;

(v) **IRRD** means the proposal for a Directive of the European Parliament and of the Council establishing a framework for the recovery and resolution of insurance and reinsurance undertakings and amending Directives 2002/47/EC, 2004/25/EC, 2009/138/EC, (EU) 2017/1132 and Regulations (EU) No 1094/2010 and (EU) No 648/2012 as adopted by the European Parliament, plenary sitting, on 23 April 2024.

No repayment or payment of the Amounts Due will become due and payable or be paid after the exercise of the Bail-in Power by the Relevant Resolution Authority with respect to the Issuer unless, at the time such repayment or payment, respectively, is scheduled to become due, such repayment or payment would be permitted to be made by the Issuer under the laws and regulations in effect in Italy and the European Union applicable to the Issuer or other members of its Group.

Upon the exercise of any Bail-in Power by the Relevant Resolution Authority with respect to the Notes, the Issuer will provide a written notice to the Noteholders in accordance with Condition 11 (Notices) as soon as practicable regarding such exercise of the Bail-in Power. The Issuer will also deliver a copy of such notice to the Principal Paying Agent for informational purposes, although the Principal Paying Agent shall not be required to send such notice to Noteholders. 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 above.

Neither a cancellation of the Notes, a reduction, in whole or in part, of the Amounts Due, the conversion thereof into another security or obligation of the Issuer or another person, as a result of the exercise of the Bail-in Power by the Relevant Resolution Authority with respect to the Issuer, nor the exercise of any Bail-in Power by the Relevant Resolution Authority with respect to the Notes will constitute a default or an event of default or otherwise constitute non-performance of a contractual obligation, or entitle the Noteholder to any remedies (including equitable remedies) under these Conditions which are hereby expressly waived.

No expenses necessary for the procedures under this Condition 15, including, but not limited to, those incurred by the Issuer and the Principal Paying Agent, shall be borne by any Noteholder.

TERMS AND CONDITIONS OF TIER 2 NOTES IN GLOBAL FORM

The following are the Terms and Conditions of the Tier 2 Notes which will be incorporated by reference into each Global Note (as defined below) and each definitive Note, in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such definitive Note will have endorsed thereon or attached thereto such Terms and Conditions. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and definitive Note. Reference should be made to "applicable Final Terms" for a description of the content of Final Terms which will specify which of such terms are to apply in relation to the relevant Notes.

This Note is one of a Series (as defined below) of Notes issued by UnipolSai Assicurazioni S.p.A. (**UnipolSai** or the **Issuer**) pursuant to the Agency Agreements (as defined below).

References herein to the **Notes** shall be references to the Notes of this Series and shall mean:

(a) in relation to any Notes represented by a global Note (a **Global Note**), units of each Specified Denomination in the Specified Currency;

(b) any Global Note; and

(c) any definitive Notes issued in exchange for a Global Note.

The Notes and the Coupons (as defined below) that are stated in the Final Terms to be governed by Italian law (**Italian Law Notes**) have the benefit of an Agency Agreement governed by Italian law (as amended and/or supplemented and/or restated from time to time, the **Italian Law Agency Agreement**); and the Notes and the Coupons that are stated in the Final Terms to be governed by English law (**English Law Notes**) have the benefit of an Agency Agreement governed by English law (as amended and/or supplemented and/or restated from time to time, the **English Law Agency Agreement** and together with the Italian Law Agency Agreement, the **Agency Agreements** and each, an **Agency Agreement**), in each case, dated 13 May 2024 and made between the Issuer, BNP Paribas, Luxembourg Branch as issuing and principal paying agent and agent bank (the **Agent**, which expression shall include any successor agent) and the other paying agents named therein (together with the Agent, the **Paying Agents**, which expression shall include any additional or successor paying agents).

Interest bearing definitive Notes have interest coupons (**Coupons**) and, if indicated in the applicable Final Terms, talons for further Coupons (**Talons**) attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Global Notes do not have Coupons or Talons attached on issue.

The final terms for this Note (or the relevant provisions thereof) are set out in Part A of the final terms attached to or endorsed on this Note (the **Final Terms**) which complete these Terms and Conditions (the **Conditions**) for the purposes of this Note. References to the applicable Final Terms are to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Note.

Any reference to **Noteholders** or **holders** in relation to any Notes shall mean the holders of the Notes and shall, in relation to any Notes represented by a Global Note, be construed as provided below. Any reference herein to **Couponholders** shall mean the holders of the Coupons and shall, unless the context otherwise requires, include the holders of the Talons.

As used herein, **Tranche** means Notes which are identical in all respects (including as to listing and admission to trading) and **Series** means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (a) expressed to be consolidated and form a single series and (b) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

The Noteholders and the Couponholders of the English Law Notes are entitled to the benefit of the Deed of Covenant (such Deed of Covenant as modified and/or supplemented and/or restated from time to time, the **Deed of Covenant**) dated 13 May 2024 and made by the Issuer. The original of the Deed of Covenant is held by the common depositary for Euroclear (as defined below) and Clearstream, Luxembourg (as defined below).

Copies of the Agency Agreements and the Deed of Covenant are available for inspection during normal business hours at the specified office of each of the Paying Agents. Copies of the applicable Final Terms are available for viewing at the registered office of the Issuer and of the Agent and copies may be obtained from those offices save that, if this Note is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under Regulation (EU) 2017/1129 (the **Prospectus Regulation**), the applicable Final Terms will only be obtainable by a Noteholder holding one or more Notes and such Noteholder must produce evidence satisfactory to the Issuer and the relevant Paying Agent as to its holding of such Notes and identity. If the Notes are to be admitted to trading on the regulated market of the Luxembourg Stock Exchange the applicable Final Terms will be published on the website of the Luxembourg Stock Exchange (www.luxse.com). The Noteholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreements, the Deed of Covenant (in the case of English Law Notes) and the applicable Final Terms which are applicable to them. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Agency Agreements.

Words and expressions defined in the Agency Agreements or used in the applicable Final Terms shall have the same meanings where used in the Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency Agreements and the applicable Final Terms, the applicable Final Terms will prevail.

In the Conditions, **euro** means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

1. Form, Denomination and Title

The Notes are in bearer form and, in the case of definitive Notes, serially numbered, in the currency (the **Specified Currency**) and the denominations (the **Specified Denomination(s)**) specified in the applicable Final Terms. Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

This Note may be a Fixed Rate Note, a Floating Rate Note, a Reset Note, or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

Definitive Notes are issued with Coupons attached.

Subject as set out below, title to the Notes and Coupons will pass by delivery. The Issuer and the Paying Agents will (except as otherwise required by law) deem and treat the bearer of any Note or Coupon as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any Global Note, without prejudice to the provisions set out in the following paragraph.

For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear Bank S.A./N.V. (**Euroclear**) and/or Clearstream Banking S.A. (**Clearstream, Luxembourg**), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer and the Paying Agents as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on such nominal amount of such Notes, for which purpose the bearer of the relevant Global Note shall be treated by the Issuer and any Paying Agent as the holder of such nominal amount of such Notes in accordance with and subject to the terms of the relevant Global Note and the expressions Noteholder and holder of Notes and related expressions shall be construed accordingly.

Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear and Clearstream, Luxembourg, as the case may be. References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in Part B of the applicable Final Terms.

2. Status of the Notes

2.1 *Subordination*

2.1.1 The Notes and any relative Coupons are direct, unconditional, subordinated and unsecured obligations of the Issuer and rank, in each case in accordance with and subject to mandatory applicable law, *pari passu* among themselves and:

(a) junior to (x) any Senior Notes; (y) any other unsubordinated obligations of the Issuer (including policyholders of the Issuer); and (z) any other subordinated obligations of the Issuer which rank, or are expressed to rank, senior to the Notes;

(b) at least equally with all other outstanding present and future subordinated obligations of the Issuer having a specified maturity date (save for those that rank, or are expressed to rank, senior or junior to the Notes) and any other subordinated obligations of the Issuer which rank, or are expressed to rank, *pari passu* with the Notes (including all other dated subordinated obligations qualifying as Tier 2 Own Funds, including as a result of grandfathering); and

(c) senior to the Issuer's payment obligations in respect of (x) any Junior Securities and (y) any other subordinated obligation of the Issuer which are or would, but for any applicable limitation on the amount of such capital, be eligible for a regulatory treatment as Tier 1 Own Funds, including as a result of grandfathering;

in each case, save for certain obligations required to be preferred by law.

Applicable Regulations means, at any time, any legislation, rules, guidelines, regulations or expectations set forth in applicable supervisory statements (whether having the force of law or otherwise) then applicable to the Issuer or the Group relating to own funds, capital resources, capital requirements, financial adequacy requirements, solvency margin or other prudential matters (including, if applicable to the Issuer or the Group, regulatory provisions with respect to internationally active insurance groups and global systemically important insurers) and without limitation to the foregoing, includes (to the extent then applying as aforesaid) the Solvency II Directive, the Solvency II Regulation and regulatory technical standards adopted in relation thereto, together with any other capital requirements or regulatory capital rules (including guidelines or recommendations by the European Insurance and Occupational Pensions Authority (or any successor authority), official application or interpretation of the Relevant Supervisory Authority and applicable decision of any court or tribunal) as well as, to the extent applicable and where the context requires, IRRD (as and when adopted and in the manner finally transposed in Italy), in each case, from time to time applicable to the Issuer and/or the Group.

Group means the Issuer and its Subsidiaries.

Junior Securities means (a) all classes of share capital of the Issuer (including all categories of savings shares and any preference shares); (b) any preferred securities or similar instruments, or any other securities, issued by or other obligations of the Issuer which rank or are expressed to rank junior to the Notes; and (c) any guarantee or similar instrument granted by the Issuer which ranks or is expressed to rank junior to the Notes.

IRRD means the proposal for a Directive of the European Parliament and of the Council establishing a framework for the recovery and resolution of insurance and reinsurance undertakings and amending Directives 2002/47/EC, 2004/25/EC, 2009/138/EC, (EU) 2017/1132 and Regulations (EU) No 1094/2010 and (EU) No 648/2012 as adopted by the European Parliament, plenary sitting, on 23 April 2024.

Relevant Supervisory Authority means the *Istituto per la Vigilanza sulle Assicurazioni* (IVASS), or any successor entity of IVASS, or any other competent lead regulator to which the Issuer and/or the Group becomes subject and, where the context requires, any authority (if different) having responsibility for the recovery and resolution of the Issuer and/or the Group under the Applicable Regulations.

Senior Notes means notes which are direct, unsubordinated and unsecured obligations of the Issuer that rank (save for certain obligations required to be preferred by law) at least equally with all other present and future unsecured and unsubordinated obligations of the Issuer, from time to time outstanding.

Solvency II Directive means Directive 2009/138/EC of the European Parliament and of the Council of 25 November 2009 on the taking up and pursuit of the business of insurance and reinsurance (Solvency II), as amended.

Solvency II Regulation means Commission Delegated Regulation (EU) 2015/35 of 10 October 2014 supplementing Directive 2009/138/EC of the European Parliament and of the Council on the taking up and pursuit of the business of insurance and reinsurance (Solvency II), as amended (including as amended by Commission Delegated Regulation (EU) 2019/981 of 8 March 2019).

Tier 1 Own Funds means own funds classified as Tier 1 under the Applicable Regulations.

Tier 2 Own Funds means own funds classified as Tier 2 under the Applicable Regulations.

2.2 Waiver of set-off

Each Noteholder and Couponholder unconditionally and irrevocably waives any right of set-off, netting, counterclaim, compensation or retention in respect of any amount owed to it by the Issuer in respect of, or arising from, the Notes or the Coupons.

3. Deferral of Interest

3.1 Optional Deferral of Interest

(a) This Condition 3.1 shall apply if the applicable Final Terms state Optional Deferral of Interest applies.

(b) If the Optional Deferral Conditions are met on an Interest Payment Date, the Issuer may elect, by giving notice to the Noteholders pursuant to Condition 3.5 (*Notice of Interest Deferral*) below, to defer payment of all (or some only) of the interest accrued to such Interest Payment Date.

Optional Deferral Conditions shall be met on an Interest Payment Date if the Optional Deferral Trigger has occurred with reference to such Interest Payment Date.

(c) If the Issuer elects to defer an interest payment pursuant to this Condition 3.1, it shall not have any obligation to make such interest payment on the relevant Interest Payment Date and the failure to pay such interest shall not constitute a default of the Issuer or any other breach of obligations under the Conditions or for any purpose.

3.2 *Mandatory Deferral of Interest*

(a) If the Mandatory Deferral Conditions are met on an Interest Payment Date, the Issuer must, by giving notice to the Noteholders pursuant to Condition 3.5 (*Notice of Interest Deferral*) below, defer payment of all of the interest accrued to such Interest Payment Date.

Mandatory Deferral Conditions shall be met on an Interest Payment Date if the Mandatory Deferral Trigger has occurred with reference to such Interest Payment Date.

(b) If the Issuer is required to defer an interest payment pursuant to this Condition 3.2, it shall not have any obligation to make such interest payment on the relevant Interest Payment Date, and the failure to pay such interest shall not constitute a default of the Issuer or any other breach of obligations under the Conditions or for any purpose.

3.3 *Relevant definitions*

For the purposes of these Conditions:

Look Back Period means, as indicted in the applicable Final Terms, either Look Back Period A or Look Back Period B.

Look Back Period A means the six-month (or three-month for Relevant Securities (other than shares) where remuneration is paid every three months) period prior to the relevant Interest Payment Date.

Look Back Period B means the 12-month (or six-month or three-month, respectively, for Relevant Securities (other than shares) where remuneration is paid every 6 months or 3 months, respectively) period prior to the relevant Interest Payment Date.

Mandatory Deferral Trigger means, in respect of an Interest Payment Date, that a Regulatory Deficiency is continuing on such Interest Payment Date, or payment of interest accrued to such Interest Payment Date (and, if relevant, any Arrears of Interest) would itself cause a Regulatory Deficiency provided, however, that a Mandatory Deferral Trigger will not have occurred in relation to such payment of interest and, if relevant, Arrears of Interest (or such part thereof) on such Interest Payment Date if, cumulatively:

(i) such Regulatory Deficiency is of the type described in paragraph (ii) of the definition of Regulatory Deficiency;

(ii) the Relevant Supervisory Authority has exceptionally waived the deferral of such interest payment (and, if relevant, any Arrears of Interest);

(iii) the Relevant Supervisory Authority has confirmed to the Issuer that it is satisfied that payment of such interest (and, if relevant, any Arrears of Interest) would not further weaken the solvency position of the Issuer; and

(iv) the Minimum Capital Requirement will be complied with immediately following payment of such interest (and, if relevant, any Arrears of Interest) is made.

Minimum Capital Requirement means the minimum capital requirement of the Issuer on a solo basis, or the minimum for the group Solvency Capital Requirement or the minimum consolidated group Solvency Capital Requirement (as applicable) defined and/or referred to in the Applicable Regulations: (x) of the Issuer; and/or (y) if the Issuer is part of a larger group of companies headed by a parent company that is itself subject to supervision under Solvency II, for so long as the Issuer falls within the Solvency II scope of consolidation of such parent company, of the Issuer's parent company (calculated on the basis of its Solvency II scope of consolidation).

Optional Deferral Trigger, in respect of an Interest Payment Date, means that no Mandatory Deferral Trigger is occurring as at such Interest Payment Date and prior to which, during the Look Back Period preceding such Interest Payment Date, none of the following has occurred:

(i) a dividend or other distribution has been declared, made or approved or set aside for payment in respect of any Relevant Securities (other than a Permitted Distribution, any scrip dividend or a declaration, payment or distribution on Relevant Securities which is mandatory in accordance with the terms and conditions of such security[8]); or

(ii) the Issuer or any of its Subsidiaries has redeemed, repurchased or acquired any Relevant Securities (other than a Permitted Repurchase or a redemption, repurchase or acquisition of Relevant Securities which is mandatory in accordance with the terms and conditions of such security or any redemption, repurchase or acquisition made below par),

provided that the Optional Deferral Trigger shall be deemed to have occurred notwithstanding a partial distribution has been declared, made, approved or set aside for payment in respect of a Parity Security during the Look Back Period, provided that in this case interest on the Notes shall be deferred only partially and in the same proportion that the distribution that remains unpaid on such Parity Security bears to the full amount of distribution scheduled to be paid on such Parity Security. **Parent Group** means, if the Issuer is part of a larger group of companies headed by a parent company, such parent company and its Subsidiaries (including the Issuer).

Parity Securities means (a) any subordinated note or bond issued by the Issuer or other securities issued by or other obligations of the Issuer which rank or are expressed to rank equally with the Notes; or (b) any subordinated note or bond issued by the Issuer or other securities issued by a Subsidiary of the Issuer which have the benefit of a guarantee or similar instrument from the Issuer, which guarantee or instrument ranks or is expressed to rank equally with the Notes.

Permitted Distribution means payment of interest on any Parity Security or on any *pari passu* claim rateably and in proportion to the respective amounts as at such Interest Payment Date of (x) accrued and unpaid interest on such Parity Security or, as the case may be, such *pari passu* claim, on the one hand; and (y) accrued and unpaid interest on the Notes, on the other hand.

Permitted Repurchase means any redemption, repurchase or other acquisition relating to or as a result of (1) any redemption, repurchase or other acquisition of Relevant Securities held by any member of the Group or (if applicable) the Parent Group; (2) a reclassification of the equity share capital of the Issuer or any of its Subsidiaries, or the exchange or conversion of one class or series of equity share capital of the Issuer or any of its Subsidiaries for another class or series of equity share capital; (3) the purchase of fractional interests in the share capital of the Issuer or any of its Subsidiaries pursuant to the conversion or exchange provisions of such security being converted or exchanged; (4) any redemption or other acquisition of Junior Securities of the Issuer in connection with a levy or execution for satisfaction of a claim by the Issuer or any of its Subsidiaries; or (5) any redemption or other acquisition of Junior Securities of the Issuer in connection with the satisfaction by the Issuer or any of its Subsidiaries of obligations under any employee benefit plan or similar arrangement. The purchase of ordinary shares of UnipolSai by Unipol Gruppo S.p.A. in the context of the proposed merger between UnipolSai and Unipol Gruppo S.p.A. shall be considered as a Permitted Repurchase.

A **Regulatory Deficiency** shall be deemed to have occurred if:

(i) payment of the relevant interest and/or Arrears of Interest may cause the insolvency of the Issuer or may accelerate the process of the Issuer becoming insolvent in accordance with the provisions of the relevant insolvency laws and rules and regulations thereunder (including any applicable decision of a court) applicable to the Issuer from time to time;

(ii) there is non-compliance with the Solvency Capital Requirement at the time for payment of the relevant interest and/or Arrears of Interest, or non-compliance with the Solvency Capital Requirement would occur immediately following, and as a result of making, such payment;

(iii) there is non-compliance with the Minimum Capital Requirement at the time for payment of the relevant interest and/or Arrears of Interest, or non-compliance with the Minimum Capital Requirement would occur immediately following, and as a result of making, such payment; and/or

(iv) the Issuer is for any other reason otherwise required by the Applicable Regulations at the relevant time to defer payment of interest and/or Arrears of Interest.

Relevant Securities means, as stated in the applicable Final Terms: (a) the Junior Securities and the Parity Securities; or (b) the Junior Securities.

Solvency Capital Requirement means the solvency capital requirement of the Issuer on a solo basis, or the group Solvency Capital Requirement defined and/or referred to in the Applicable Regulations: (x) of the Issuer; and/or (y) if the Issuer is part of a larger group of companies headed by a parent company that is itself subject to supervision under Solvency II, for so long as the Issuer falls within the Solvency II scope of consolidation of such parent company, of the Issuer's parent company (calculated on the basis of its Solvency II scope of consolidation).

3.4 *Arrears of Interest*

Any unpaid amounts of interest that have been deferred pursuant to Condition 3.1 (*Optional Deferral of Interest*) or Condition 3.2 (*Mandatory Deferral of Interest*) will constitute arrears of interest (**Arrears of Interest**). Arrears of Interest does not accrue interest.

3.5 *Notice of Interest Deferral*

(a) The Issuer shall give not less than five days' prior notice to the Paying Agents and to the Noteholders in accordance with Condition 14 (*Notices*) of any Interest Payment Date on which, pursuant to the provisions of Condition 3.1 (*Optional Deferral of Interest*), it elects to defer interest and such notice shall include a confirmation of the Issuer's entitlement to defer interest, together with details of the amount of interest to be deferred on such Interest Payment Date and the amount of interest (if any) to be paid on such Interest Payment Date.

(b) The Issuer shall give notice to the Paying Agents and to the Noteholders in accordance with Condition 14 (*Notices*) of any Interest Payment Date on which, pursuant to the provisions of Condition 3.2 (*Mandatory Deferral of Interest*), it is required to defer interest and such notice shall include a confirmation of the Issuer's obligation to defer. Such notice shall be given by the Issuer as soon as reasonably practicable and, in any event, no later than three days following the relevant Interest Payment Date on which interest is deferred, provided that any failure to deliver such notice shall not invalidate the relevant deferral of interest.

3.6 *Settlement of Arrears of Interest*

(a) *Optional payment of Arrears of Interest*

Arrears of Interest may be paid in whole or in part, at any time at the option of the Issuer and subject to the provisions of Condition 3.2 (*Mandatory Deferral of Interest*) and subject to any notifications to, or consent from (if and to the extent applicable) the Relevant Supervisory Authority.

(b) *Mandatory payment of Arrears of Interest*

Arrears of Interest shall become due and payable on the earliest of:

(x) the next Interest Payment Date on which neither the Optional Deferral Conditions nor the Mandatory Deferral Conditions are met;

(y) the date fixed for any redemption of the Notes pursuant to, as the case may be, Condition 6.1 (*Redemption at Maturity*), Condition 6.2 (*Redemption for tax reasons*), Condition 6.3 (*Redemption at the option of the Issuer (Issuer Call)*), Condition 6.4 (*Clean-up Call Option*), Condition 6.5 (*Make-Whole Redemption Option*), Condition 6.6 (*Optional Redemption due to a Regulatory Event*) or Condition 6.7 (*Optional Redemption due to a Rating Event*) or any purchase of Notes pursuant to Condition 6.9 (*Purchases*); or

(z) the date on which any winding up, dissolution, insolvent liquidation or bankruptcy (including, *inter alia*, *Liquidazione Coatta Amministrativa*) of the Issuer is commenced or on which the Issuer becomes subject to a liquidation order,

subject to any notifications to, or consent from (in either case if and to the extent applicable) the Relevant Supervisory Authority.

(c) *Notice of payment of Arrears of Interest*

The Issuer shall give not less than five days' prior notice to the Paying Agents and to the Noteholders in accordance with Condition 14 (*Notices*) of any date on which any amount of Arrears of Interest will be paid in accordance with this Condition 3.6, provided that if it is not practicable to deliver such notice at least 5 days prior to the relevant payment date, such notice shall be delivered as soon as practicable thereafter.

4. Interest

4.1 Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date (or, if Change of Interest Basis applies, the date from which Fixed Rate of Interest applies, as provided in the applicable Final Terms) at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable – subject to these Conditions – in arrear on the Interest Payment Date(s) in each year (if Change of Interest Basis applies, up to (and including) the final Interest Payment Date in respect of which Fixed Rate of Interest applies, as provided in the applicable Final Terms). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition (as well after as before 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 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).

If the Notes are in definitive form, except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

As used in the Conditions, **Fixed Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

Except in the case of Notes in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

(A) in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note; or

(B) in the case of Fixed Rate Notes in definitive form, the Calculation Amount,

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure (including after application of any Fixed Coupon Amount or Broken Amount to the Calculation Amount in the case of Fixed Rate Notes in definitive form) to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (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.

Day Count Fraction means, in respect of the calculation of an amount of interest in accordance with this Condition 4.1:

(a) if "Actual/Actual (ICMA)" is specified in the applicable Final Terms:

(i) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or

(ii) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

(A) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(B) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(b) if "30/360" is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.

As used herein:

Determination Period means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest

Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and **sub-unit** means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

4.2 *Interest on Reset Notes*

(a) *Initial Interest Provisions*

Reset Notes bear interest from, and including, the Interest Commencement Date to, but excluding, the Reset Date (or, if there is more than one Reset Period, the first Reset Date occurring after the Issue Date), at the Initial Rate of Interest payable – subject to these Conditions– in arrear on the Interest Payment Date(s) specified in the Final Terms.

(b) *Interest Basis Reset Provisions*

The Notes will bear interest in respect of the Reset Period (or, if there is more than one Reset Period, each successive Reset Period thereafter) at the relevant Reset Rate (as will be determined by the Calculation Agent on the relevant Reset Determination Date in accordance with this Condition 4.2) payable, subject as provided in these Conditions, in arrear on the Interest Payment Date(s) specified in the Final Terms.

Calculation Agent means the Agent or such other 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 amounts as may be specified in the relevant Final Terms.

(c) *Accrual of interest*

Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 4.2 (as well after as before 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 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 used in these Conditions:

Initial Margin has the meaning specified in the Final Terms.

Mid Swap Benchmark Rate means the benchmark rate specified as such in the applicable Final Terms.

Mid Swap Maturity has the meaning specified in the Final Terms.

Mid Swap Rate means for any Reset Period the arithmetic mean of the bid and offered rates for the fixed leg payable with a frequency equivalent to the frequency with which scheduled interest payments are payable on the Notes during the relevant Reset Period (calculated on the day count basis customary for fixed rate payments in the Specified Currency as determined by the Calculation Agent) of a fixed-for-floating interest rate swap transaction in the Specified Currency which transaction (a) has a term equal to the relevant Reset Period commencing on the relevant Reset Date; (b) is in an amount that is representative for a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market; and (c) has a floating leg based on the Mid Swap Benchmark Rate for the Mid Swap Maturity as specified in the Final Terms (calculated on the day count basis customary for floating rate payments in the Specified Currency as determined by the Calculation Agent).

Reference Bond means for any Reset Period a government security or securities issued by the state responsible for issuing the Specified Currency (which, if the Specified Currency is euro, shall be Germany) selected by the Issuer on the advice of an investment bank of international repute as having an actual or interpolated maturity comparable with the relevant Reset Period that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in the same currency as the Notes and of a comparable maturity to the relevant Reset Period.

Reference Bond Price means, with respect to any Reset Determination Date (A) the arithmetic average of the Reference Government Bond Dealer Quotations for such Reset Determination Date, after excluding the highest and lowest such Reference Government Bond Dealer Quotations; or (B) if the Calculation Agent obtains fewer than four such Reference Government Bond Dealer Quotations, the arithmetic average of all such quotations.

Reference Government Bond Dealer means each of five banks (selected by the Issuer on the advice of an investment bank of international repute), or their affiliates, which are (A) primary government securities dealers, and their respective successors; or (B) market makers in pricing corporate bond issues.

Reference Government Bond Dealer Quotations means, with respect to each Reference Government Bond Dealer and the relevant Reset Determination Date, the arithmetic average, as determined by the Calculation Agent, of the bid and offered prices for the relevant Reference Bond (expressed in each case as a percentage of its nominal amount) at or around the Reset Rate Time on the relevant Reset Determination Date quoted in writing to the Calculation Agent by such Reference Government Bond Dealer.

Reset Date(s) means the date(s) specified in the Final Terms.

Reset Determination Date means, for each Reset Period, the date as specified in the Final Terms falling on or before the commencement of such Reset Period on which the rate of interest applying during such Reset Period will be determined.

Reset Margin means the margin specified as such in the Final Terms.

Reset Period means the period from (and including) the first Reset Date to (but excluding) the Maturity Date (if any) if there is only Reset Period or, if there is more than one Reset Period, each period from (and including) one Reset Date (or the first Reset Date) to (but excluding) the next Reset Date up to (but excluding) the Maturity Date (if any).

Reset Rate for any Reset Period means the sum of (i) the applicable Reset Reference Rate and (ii) the applicable Reset Margin (rounded down to four decimal places, with 0.00005 being rounded down).

Reset Rate Screen Page has the meaning specified in the Final Terms.

Reset Rate Time has the meaning specified in the Final Terms.

Reset Reference Rate means either:

(A) if "Mid Swaps" is specified in the Final Terms, the Mid Swap Rate displayed on the Reset Rate Screen Page at or around the Reset Rate Time on the relevant Reset Determination Date for such Reset Period; or

(B) if "Reference Bond" is specified in the Final Terms, the annual yield to maturity or interpolated yield to maturity (on the relevant day count basis) of the relevant Reference Bond, assuming a price for such Reference Bond (expressed as a percentage of its nominal amount) equal to the relevant Reference Bond Price.

(d) *Reset Rate Screen Page*

If the Reset Rate Screen Page is not available, or the Mid Swap Rate does not appear on the Relevant Screen Page, then subject to Condition 4.4 (*Benchmark discontinuation*), the Calculation Agent shall request each of the Reference Banks to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reset Reference Rate at approximately the Reset Rate Time on the Reset Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with offered quotations, the Reset Rate for the relevant Reset Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the applicable Reset Margin (if any), all as determined by the Calculation Agent. If on any Reset Determination Date only one or none of the Reference Banks provides the Calculation Agent with an offered quotation as provided in the foregoing provisions of this Condition 4.2, or if on any Reset Determination Date the Calculation Agent is unable to obtain a Reference Bond Price in accordance with the foregoing provisions of this Condition 4.2, the Reset Rate shall be: (A) if Option A is indicated in the applicable Final Terms, (i) in the case of each Reset Period other than the Reset Period commencing on the first Reset Determination Date, the Reset Rate determined in respect of the immediately preceding Reset Determination Date or (ii) in the case of the first Reset Determination Date, the Reset Rate shall be equal to the Initial Rate of Interest minus the Initial Margin plus the Reset Margin; (B) if Option B is indicated in the applicable Final Terms, the Reset Rate that most recently appeared on the Reset Rate Screen Page plus or minus (as appropriate) the applicable Reset Magin (if any), as determined by the Calculation Agent.

For the purpose of this Condition 4.2,

Reference Banks means four (or, if the principal financial centre is Helsinki, five) major banks selected by the Calculation Agent in the swap, money, securities or other market most closely connected with the Reset Reference Rate.

(e) *Calculation of Interest Amount*

The Calculation Agent will calculate the Interest Amount payable on the Reset Notes for each relevant period (in the case of Interest Periods falling after the Reset Date, as soon as practicable after the time at which the Reset Reference Rate is to be determined in relation to such Reset Interest Period) by applying the Initial Rate of Interest or the applicable Reset Rate (as the case may be) to the Calculation Amount and multiplying the product by the relevant Day Count Fraction (as defined in Condition 4.1 (*Interest on Fixed Rate Notes*)) and rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being 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 Note comprises more than one Calculation Amount, the Interest Amount payable in respect of such Note shall be aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the Specified Denomination without any further rounding.

(f) *Publication*

The Calculation Agent will cause the Reset Rate and each Interest Amount for each Reset Period to be notified to the Issuer, the Paying Agents and each competent authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given to the Noteholders.

4.3 Interest on Floating Rate Notes

(a) *Interest Payment Dates*

Each Floating Rate Note bears interest from (and including) the Interest Commencement Date (or, if Change of Interest Basis applies, the date from which Floating Rate of Interest applies, as provided in the applicable Final Terms) and such interest will be payable – subject to these Conditions– in arrear on either:

(i) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or

(ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an **Interest Payment Date**) which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period.

In these Conditions, **Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date) or the relevant payment date if the Notes become payable on a date other than an Interest Payment Date;

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(A) in any case where Specified Periods are specified in accordance with Condition 4.3(a)(ii) above, the Floating Rate Convention, such Interest Payment Date (a) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (ii) below shall apply *mutatis mutandis* or (b) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or

(B) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or

(C) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or

(D) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In these Conditions:

Business Day means a day which is both:

(a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in each Additional Business Centre specified in the applicable Final Terms; and

(b) either (i) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (ii) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer System or any successor or replacement for that system (**T2**) is open.

(b) *Rate of Interest*

The Rate of Interest payable from time to time in respect of Floating Rate Notes will be determined in the manner specified below.

(i) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this subparagraph (i), ISDA Rate for an **Interest Period** means a rate equal to the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as calculation agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the **ISDA Definitions**) and under which:

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

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

(C) the relevant Reset Date is as the day specified in the applicable Final Terms.

For the purposes of this subparagraph (i), **Floating Rate**, **Floating Rate Option**, **Designated Maturity** and **Reset Date** have the meanings given to those terms in the ISDA Definitions.

Calculation Agent means the Agent or such other 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 amounts as may be specified in the relevant Final Terms.

Unless otherwise stated in the applicable Final Terms the Minimum Rate of Interest shall be deemed to be zero.

(ii) Screen Rate Determination for Floating Rate Notes

<u>Floating Rate Notes</u>

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

(A) the rate or offered quotation; or

(B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates or offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate (as specified in the applicable Final Terms) which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at 11.00 a.m. (Relevant Financial Centre time) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent. If five or more of such rates or offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

In the event that the Relevant Screen Page is not available or if, in the case of (A) above, no such rate or offered quotation appears or, in the case of (B) above, fewer than three such rates or offered quotations appear, in each case as at the time specified in the preceding paragraph, the Issuer or, if appointed, the Financial Adviser, shall request each of the Reference Banks to provide the Calculation Agent with its bid rate or offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time (specified in the applicable Final Terms) on the Interest Determination Date in question.

If two or more of the Reference Banks provide the Calculation Agent with bid rates or offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the bid rates or offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent.

If on any Interest Determination Date one only or none of the Reference Banks provides the Calculation Agent with a bid rate or an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time (being 11.00 a.m. Brussels time, in the case of a determination of the Euro-zone inter-bank offered rate (EURIBOR)) on the relevant Interest Determination Date in question, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) or the inter-bank market of the Relevant Financial Centre (if any other Reference Rate is used) plus or minus (as appropriate) the specified Margin (if any) or, if fewer than two of the Reference Banks provide the Principal Paying Agent or the Calculation Agent, as applicable with bid rates or offered rates, the bid rate or offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the bid rates or offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time specified in the applicable Final Terms on the relevant Interest Determination Date in question, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for the purpose) informs the Calculation Agent it is quoting to leading banks in the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) or the inter-bank market of the Relevant Financial Centre (if any other Reference Rate is used) plus or minus (as appropriate) the specified Margin (if any);

provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different specified Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the specified Margin relating to the relevant Interest Period in place of the specified Margin relating to that last preceding Interest Period).

For the purpose of this Condition 4.3 (b),

Financial Adviser means an independent and internationally recognised financial adviser selected by the Issuer and, for the avoidance of doubt, not the Calculation Agent; and

Reference Banks means: (a) in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market; and (b) in the case of a determination of a Reference Rate that is not EURIBOR, the principal office of four major banks in the inter-bank market of the Relevant Financial Centre or as specified in the applicable Final Terms, in each case selected by the Issuer or, if appointed, the Financial Adviser.

(c) *Minimum Rate of Interest and/or Maximum Rate of Interest*

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

Unless otherwise stated in the applicable Final Terms, the Minimum Rate of Interest shall be deemed to be zero.

(d) *Determination of Rate of Interest and calculation of Interest Amounts*

The Calculation Agent will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Calculation Agent will calculate the amount of interest (the **Interest Amount**) payable on the Floating Rate Notes for the relevant Interest Period by applying the Rate of Interest to:

(A) in the case of Floating Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note; or

(B) in the case of Floating Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with the applicable market convention. Where the Specified Denomination of a Floating Rate Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (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.

Day Count Fraction means, in respect of the calculation of an amount of interest in accordance with this Condition 4.3:

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

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

(iii) if "Actual/365 (Sterling)" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;

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

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

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

"Y_1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

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

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

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

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

"Y_1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

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

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

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

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

"Y_1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

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

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

(e) *Linear Interpolation*

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

Designated Maturity means, in relation to Screen Rate Determination, the period of time designated in the Reference Rate.

(f) *Notification of Rate of Interest and Interest Amounts*

Subject to Condition 4.4 (*Benchmark Discontinuation*), the Calculation Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and any stock exchange on which the relevant Floating Rate Notes are for the time being listed (by no later than the first day of each Interest Period) and notice thereof to be published in accordance with Condition 14 (*Notices*) as soon as possible after their determination but in no event later than the fourth Luxembourg Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 14 (*Notices*). For the purposes of this paragraph, the expression **Luxembourg Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in Luxembourg.

4.4 Benchmark discontinuation

Notwithstanding the provisions above in Condition 4.2 (*Interest on Reset Notes*) and Condition 4.3 (*Interest on Floating Rate Notes*), if a Benchmark Event occurs (as determined by the Issuer) in relation to an Original Reference Rate when any required Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the following provisions of this Condition 4.4 shall apply.

4.4.1 ***Independent Adviser***: The Issuer shall use its reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, with a view to determining a Successor Rate, failing which an Alternative Rate (in accordance with Condition 4.4.2) and, in either case, an Adjustment Spread if any (in accordance with Condition 4.4.3) and whether any Benchmark Amendments (in accordance with Condition 4.4.4) are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread.

The Independent Adviser appointed pursuant to this Condition 4.4.1 shall act in good faith and in a commercially reasonable manner as an expert and in consultation with the Issuer. In the absence of bad faith, fraud and gross negligence, the Independent Adviser shall have no liability whatsoever to the Issuer, the Agent, the Paying Agents, the Noteholders or the Couponholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 4.4.

4.4.2 ***Successor Rate or Alternative Rate*:** If the Independent Adviser, acting in good faith and in a commercially reasonable manner, determines that:

(A) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 4.4), with effect as from the date or, as the case may be, Interest Period, as specified in the notice delivered pursuant to Condition 4.4.5 below; or

(B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 4.4), with effect as from the date or, as the case may be, Interest Period, as specified in the notice delivered pursuant to Condition 4.4.5 below.

4.4.3 ***Adjustment Spread*:** If the Independent Adviser determines (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or the formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be).

4.4.4 ***Benchmark Amendments***

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread (if any) is determined in accordance with this Condition 4.4 and the Independent Adviser determines (A) that amendments to these Conditions and/or the relevant Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or (in either case) the applicable Adjustment Spread (if any) and/or necessary or appropriate to comply with any applicable regulation or guidelines on the use of benchmarks or other related documents issued by the competent regulatory authority (such amendments, the

Benchmark Amendments) and (B) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 4.4.5 and subject (to the extent required) to giving any notice required to be given to, and receiving any consent required from, or non-objection from, the competent authority, without any requirement for the consent or approval of Noteholders or Couponholders, vary these Conditions and/or the relevant Agency Agreement to give effect to such Benchmark Amendments (subject to prior agreement with the Calculation Agent or Paying Agent, if required under the relevant Agency Agreement) with effect from the date specified in such notice.

In connection with any such variation in accordance with this Condition 4.4.4 the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

4.4.5 ***Notices, etc.***

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 4.4 will be notified at least 10 Business Days (or such shorter period as may be agreed between the Issuer and the Agent, Calculation Agent and/or Paying Agents (as appropriate)) prior to the relevant Interest Determination Date by the Issuer to the Agent, Calculation Agent, the Paying Agents and, in accordance with Condition 14 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify (*inter alia*) the effective date of the Benchmark Amendments, if any.

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

(a) confirming (i) that a Benchmark Event has occurred, (ii) the Successor Rate or, as the case may be, the Alternative Rate and, (iii) where applicable, any Adjustment Spread and/or the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 4.4; and

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

(c) certifying that (i) the Issuer has duly consulted with an Independent Adviser with respect to each of the matters above or, if that is not the case, (ii) explaining, in reasonable detail, why the Issuer has not done so.

The Agent shall display such certificate at its offices, for inspection by the Noteholders at all reasonable times during normal business hours.

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

Notwithstanding any other provision of this Condition 4.4, if following the determination of any Successor Rate, Alternative Rate, Adjustment Spread or Benchmark Amendments (if any), in the Calculation Agent's opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this Condition 4.4, the Calculation Agent shall promptly notify the Issuer thereof and the Issuer shall (following consultation with the Independent Adviser, if appointed) direct the Calculation Agent in writing as to which alternative course of action to adopt. If the Calculation Agent is not promptly provided with such direction, or is otherwise unable (other than due to its own gross negligence, wilful default or fraud) to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Calculation Agent shall be under no obligation to make such calculation or determination and (in the absence of such gross negligence, wilful default or fraud) shall not incur any liability for not doing so.

4.4.6 **Survival of Original Reference Rate**

Without prejudice to the obligations of the Issuer under Condition 4.4.1 to 4.4.5, the Original Reference Rate and the fallback provisions provided for in Condition 4.2(d) (*Interest on Reset Notes – Reset Rate Screen Page*) or Condition 4.3.2(b)(ii) (*Interest on Floating Rate Notes – Rate of Interest – Screen Rate Determination for Floating Rate Notes*) as applicable will continue to apply unless and until the Agent, the Calculation Agent and the Noteholders have been notified of the Successor Rate or the Alternative Rate (as the case may be), and any Adjustment Spread and Benchmark Amendments, in accordance with Condition 4.4.5.

For the avoidance of doubt, if (i) the Issuer is unable to appoint and consult with an Independent Adviser, or (ii) the Independent Adviser appointed by the Issuer fails to determine a Successor Rate or Alternative Rate (as applicable) on or before the date falling five Business Days prior to the Interest Determination Date (or Reset Determination Date) relating to the next Interest Period, or if a Successor Rate or an Alternative Rate is not determined or adopted pursuant to the operation of this Condition 4.4 prior to such date, then the Rate of Interest (or the Reset Rate of Interest) for the next Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period. For the avoidance of doubt, this Condition 4.4.6 shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 4.4.6.

Notwithstanding any other provision of this Condition 4.4, no Successor Rate or Alternative Rate will be adopted, nor will the applicable Adjustment Spread be applied, nor will any Benchmark Amendments be made, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to cause the then current or future disqualification of the Notes as Tier 2 capital.

4.4.7 **Definitions**

For the purposes of this Condition 4.4, unless defined above:

Adjustment Spread means either (a) a spread (which may be positive, negative or zero), or (b) the formula or methodology for calculating a spread, in either case, which the Independent Adviser determines (acting in good faith and in a commercially reasonable manner) is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the extent reasonable practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders and Couponholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which is notified by the Issuer to the Calculation Agent and which:

(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 Original 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 Rate, the Independent Adviser (acting in a commercially reasonable manner and in good faith) determines, following consultation with the Independent Adviser, is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or

(iii) if the Independent Adviser determines that no such spread, formula or methodology is customarily applied, the Independent Adviser determines, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be) or reflects an industry-accepted rate, formula or methodology in the international debt capital market for transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or

(iv) if the Independent Adviser determines that no such industry standard is recognised or acknowledged and no such rate, formula or methodology is industry-accepted, the Independent Adviser determines (acting in good faith and in a commercially reasonable manner) to be appropriate.

Alternative Rate means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 4.4.2 and notifies to the Calculation Agent, which is customary in market usage or is an industry-accepted rate in international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Notes with an interest period of a comparable duration to the relevant Interest Period.

Benchmark Amendments has the meaning given to it in Condition 4.4.4.

Benchmark Event means, with respect to an Original Reference Rate:

(i) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist or ceasing to be administered on a permanent or indefinite basis; or

(ii) the making of a public statement by the administrator of the Original Reference Rate that it (i) will, by a specified date within the following six months, cease publishing or (ii) has ceased to publish the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(iii) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or

(iv) the making of a public statement by the supervisor of the administrator of the Original Reference Rate, as a consequence of which the Original Reference Rate will be prohibited from being used either generally or in respect of the Notes, in each case within the following six months, or is no longer (or will no longer) be representative of its underlying market or that its use will be subject to restrictions or adverse consequences, in each case in circumstances where the same will be applicable to the Notes; or

(v) any event or circumstance whereby it has or will, by a specified date within the following six months, become unlawful for any Paying Agent, the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the Original Reference Rate ; or

(vi) a public statement by the supervisor of the administrator of the Original Reference Rate, an insolvency official with jurisdiction over the administrator of the Original Reference Rate, a resolution authority with jurisdiction over the administrator of the Original Reference Rate or a court or an entity with similar insolvency or resolution authority over the administrator of the Original Reference Rate, which states that the administrator of the Original Reference Rate has ceased or will, within a specified period of time, cease to provide the Original Reference Rate permanently or indefinitely, provided that, where applicable, such period of time has lapsed and provided further that at the time of cessation, there is no successor administrator that will continue to provide the Original Reference Rate.

The occurrence of a Benchmark Event shall be determined by the Issuer and promptly notified to the Agent, the Calculation Agent and the Paying Agents. For the avoidance of doubt, neither the Agent, the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination.

Independent Adviser means an independent financial institution of international repute or an independent financial adviser of recognised standing with appropriate expertise appointed by the Issuer at its own expense under Condition 4.4.1.

Original Reference Rate means the benchmark or screen rate (as applicable) originally specified for the purpose of determining the relevant Rate of Interest (or any relevant component part(s) thereof) on the Notes.

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, the European Systemic Risk Board, or any part thereof.

Successor Rate means the rate that the Independent Adviser determines is a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

4.5 Certificates to be final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of Condition 4.2 (*Interest on Reset Notes*) or Condition 4.3 (*Interest on Floating Rate Notes*), by the Calculation Agent shall (in the absence of wilful default, bad faith, manifest error or proven error) be binding on the Issuer, the Agent, the other Paying Agents and all Noteholders and Couponholders and (in the absence of wilful default or bad faith) no liability to the Issuer, the Noteholders or the Couponholders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

4.6 Accrual of interest

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

(a) the date on which all amounts due in respect of such Note have been paid; and

(b) five days after the date on which the full amount of the moneys payable in respect of such Note has been received by the Agent and notice to that effect has been given to the Noteholders in accordance with Condition 14 (*Notices*).

5. Payments

5.1 Method of payment

Subject as provided below:

(a) payments in a Specified Currency other than euro will be made by credit or transfer to an account in the relevant Specified Currency maintained by the payee with, or, at the option of the payee, by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively); and

(b) payments will be made in euro by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro cheque.

Payments will be subject in all cases to: (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 8 (*Taxation*); and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

5.2 Presentation of definitive Notes and Coupons

Payments of principal in respect of definitive Notes will (subject as provided below) be made in the manner provided in Condition 5.1 (*Method of payment*) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of definitive Notes, and payments of interest in respect of definitive Notes will (subject as provided below) be made as aforesaid only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America (including the States and the District of Columbia and its possessions)).

Fixed Rate Notes in definitive form (other than Long Maturity Notes (as defined below)) should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of ten years after the Relevant Date (as defined in Condition 8 (*Taxation*)) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 9 (*Prescription*)) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Note in definitive form becoming due and repayable, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the date on which any Floating Rate Note or Long Maturity Note in definitive form becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof. A **Long Maturity Note** is a Fixed Rate Note (other than a Fixed Rate Note which on issue had a Talon attached) whose nominal amount on issue is less than the aggregate interest payable thereon, provided that such Note shall cease to be a Long Maturity Note on the Interest Payment Date on which the aggregate amount of interest remaining to be paid after that date is less than the nominal amount of such Note.

If the due date for redemption of any definitive Note is not an Interest Payment Date, interest (if any) accrued in respect of such Note from (and including) the preceding Interest Payment Date or, as the case may be, the Interest Commencement Date shall be payable only against surrender of the relevant definitive Note.

5.3 Payments in respect of Global Notes

Payments of principal and interest (if any) in respect of Notes represented by any Global Note will (subject as provided below) be made in the manner specified above in relation to definitive Notes or otherwise in the manner specified in the relevant Global Note, where applicable against presentation or surrender, as the case may be, of such Global Note at the specified office of any Paying Agent outside the United States. A record of each payment made, distinguishing between any payment of principal and any payment of interest, will be made on such Global Note either by the Paying Agent to which it was presented or in the records of Euroclear and Clearstream, Luxembourg, as applicable.

5.4 General provisions applicable to payments

The holder of a Global Note shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer will be discharged by payment to, or to the order of, the holder of such Global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular nominal amount of Notes represented by such Global Note must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the holder of such Global Note.

Notwithstanding the foregoing provisions of this Condition, if any amount of principal and/or interest in respect of Notes is payable in U.S. dollars, such U.S. dollar payments of principal and/or interest in respect of such Notes will be made at the specified office of a Paying Agent in the United States if:

(a) the Issuer has appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment in U.S. dollars at such specified offices outside the United States of the full amount of principal and interest on the Notes in the manner provided above when due;

(b) payment of the full amount of such principal and interest at all such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions on the full payment or receipt of principal and interest in U.S. dollars; and

(c) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

5.5 Payment Day

If the date for payment of any amount in respect of any Note or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, **Payment Day** means any day which (subject to Condition 9 (*Prescription*)) is:

(a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits):

    (i) in the case of Notes in definitive form only, in the relevant place of presentation;

    (ii) in each Additional Financial Centre specified in the applicable Final Terms; and

(b) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (B) in relation to any sum payable in euro, a day on which the T2 is open.

5.6 Interpretation of principal and interest

Any reference in the Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

(a) the Final Redemption Amount of the Notes;

(b) the Early Redemption Amount of the Notes;

(c) the Optional Redemption Amount (if any) of the Notes;

(d) the Optional Redemption Amount (Clean-Up) or the Make-Whole Redemption Amount (if any) of the Notes; and

(e) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in the Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 8 (*Taxation*).

Early Redemption Amount means, as applicable, the Early Redemption Amount (Tax), Early Redemption Amount (Regulatory), Early Redemption Amount (Rating) or Early Redemption Amount (Enforcement Event).

6. Redemption and Purchase

6.1 Redemption at Maturity

(a) Unless previously redeemed or purchased and cancelled, the Notes will, subject to the provisions of Condition 7 (*Conditions for Redemption and Purchase*), be redeemed at their Final Redemption Amount together with accrued interest by the Issuer in the relevant Specified Currency on the Maturity Date.

(b) The Notes may not be redeemed at the option of Noteholders.

Final Redemption Amount means the amount specified in the applicable Final Terms. The Final Redemption Amount will always be at least 100 per cent. of the nominal amount of the Notes.

6.2 Redemption for tax reasons

(a) The Issuer may, subject to the provisions of Condition 7 (*Conditions for Redemption and Purchase*), at its option redeem the Notes in whole, but not in part, at any time (if this Note is not a Floating Rate Note) or on any Interest Payment Date (if this Note is a Floating Rate Note), on giving not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms to the Agent and, in accordance with Condition 14 (*Notices*), to the Noteholders (which notice shall, subject to the provisions of Condition 7 (*Conditions for Redemption and Purchase*), be irrevocable), if

(A) (x) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 8 (*Taxation*)) or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date of the last Tranche of the Notes; and (y) such obligation cannot be avoided by the Issuer taking reasonable measures available to it; or

(B) (x) deductibility of interest payable by the Issuer in respect of the Notes is materially reduced for income tax purposes as a result of any change in, or amendment to, the laws or regulations or applicable accounting standards of the Tax Jurisdiction, or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date of the last Tranche of the Notes; and (y) such non-deductibility cannot be avoided by the Issuer taking reasonable measures available to it,

(each of (A) and (B) a **Tax Event**),

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be, in the case of (A), obliged to pay such additional amounts if a payment in respect of the Notes were then due or, in the case of (B), unable to deduct such amounts for income tax purposes.

(b) Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall deliver to the Agent to make available at its specified office to the Noteholders: (i) a certificate signed by a duly authorised representative 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 (ii) an opinion of independent legal or tax advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts or, in the case of (B), the Issuer is unable to deduct such amounts for income tax purposes, in each case, as a result of such change or amendment.

(c) Notes redeemed pursuant to this Condition 6.2 will be redeemed at their Early Redemption Amount (Tax) together (if appropriate) with interest accrued to (but excluding) the date of redemption.

Early Redemption Amount (Tax) means the amount specified in the applicable Final Terms (where if Make Whole Amount is specified, it shall have the meaning given in Condition 6.8 (*Early Redemption Amounts*) below), provided that if the Issuer Call is specified in the applicable Final Terms as being applicable and the scheduled optional redemption date of the Notes falls on or after the Optional Redemption Date (Call), the Early Redemption Amount (Tax) shall equal the Optional Redemption Amount.

6.3 Redemption at the option of the Issuer (Issuer Call)

(a) This Condition 6.3 applies to Notes only and if Issuer Call is specified in the applicable Final Terms as being applicable.

(b) If Issuer Call is specified as being applicable in the applicable Final Terms, the Issuer may, subject to the provisions of Condition 7 (*Conditions for Redemption and Purchase*), at its option, having given not less than the minimum period nor more than the maximum period of notice specified in applicable Final Terms to the Noteholders (which notice shall, subject to the provisions of Condition 7 (*Conditions for Redemption and Purchase*), be irrevocable and shall specify the date fixed for redemption), redeem all but not some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date.

Optional Redemption Date means each date indicated as such in the applicable Final Terms, the first such date being the **Optional Redemption Date (Call)**.

Optional Redemption Amount means the amount specified in the applicable Final Terms.

6.4 Clean-Up Call Option

This Condition 6.4 applies only if Clean-Up Call is specified in the applicable Final Terms as being applicable.

In the event that at least 75% (the **Clean-Up Percentage**) of the initial aggregate principal amount of the Notes (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) has been purchased or redeemed by the Issuer, the Issuer may, subject to provisions of Condition 7 (*Conditions for Redemption and Purchase*), at its option (having given not less than the minimum period nor more than the maximum period of notice specified in applicable Final Terms to the Noteholders (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all of the Notes then outstanding at the Optional Redemption Amount (Clean-Up) together, if appropriate, with interest accrued to (but excluding) the date set for redemption.

Optional Redemption Amount (Clean-Up) means the amount specified in the applicable Final Terms (where if Make Whole Amount is specified, it shall have the meaning given in Condition 6.8 (*Early Redemption Amounts*) below).

6.5 Make-Whole Redemption Option

(a) This Condition 6.5 applies only if Make-Whole Redemption Option is specified in the applicable Final Terms as being applicable.

The Issuer may, at its option and without any requirement for the consent or approval of the Noteholders (having given not less than the minimum period nor more than the maximum period of notice specified in applicable Final Terms to the Noteholders, at any time or from time to time prior to the Maturity Date commencing from the Make-Whole Redemption Commencement Date specified in the Final Terms (each such date on which the Notes are to be so redeemed, a **Make-Whole Redemption Date**) or during such other period as specified in the Final Terms (the **Make-Whole Period**) redeem the Notes, in whole or in part, at the Make-Whole Redemption Amount together with any interest accrued to (but excluding) the date set for redemption.

Make-Whole Redemption Amount means the Make-Whole Amount or, if different, such other amount specified in the applicable Final Terms. If Make Whole Amount is specified, it shall have the meaning given in Condition 6.8 *(Early Redemption Amounts*) below).

(a) Any such notice of redemption may, at the Issuer's discretion, be subject to one or more conditions precedent, in which case such notice shall state that, in the Issuer's discretion, the Make-Whole Redemption Date may be delayed until such time as any or all such conditions shall be satisfied (or waived by the Issuer in its sole discretion), or such redemption may not occur and such notice may be rescinded in the event that any or such conditions shall not have been satisfied (or waived by the Issuer in its sole discretion) by the Make-Whole Redemption Date, or by the Make-Whole Redemption Date so delayed

(b) In the case of a partial redemption of Notes, the Notes to be redeemed (**Redeemed Notes**) will be selected individually by lot, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg, (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion) in the case of Redeemed Notes represented by a Global Note, not more than 30 days prior to the date fixed for redemption (such date of selection being hereinafter called the Selection Date).

In the case of Redeemed Notes represented by definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 14 (*Notices*) not less than 15 days prior to the date fixed for redemption. No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Condition 6.5 and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 14 (*Notices*) at least five days prior to the Selection Date.

6.6 Optional Redemption due to a Regulatory Event

(a) This Condition 6.6 applies to Notes only and if Regulatory Event is specified in the applicable Final Terms as being applicable.

(b) If at any time the Issuer determines that a Regulatory Event has occurred with respect to the Notes, the Issuer may, subject to the provisions of Condition 7 (*Conditions for Redemption and Purchase*), at its option, redeem the Notes in whole but not in part at any time (if this Note is not a Floating Rate Note or if the Floating Rate interest provisions do not apply in respect of the Interest Period in which the date fixed for redemption falls) or on any Interest Payment Date (if this Note is a Floating Rate Note or if the Floating Rate interest provisions apply in respect of the Interest Period in which the date fixed for redemption falls), on giving not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms to the Agent and, in accordance with Condition 14 (*Notices*), to the Noteholders (which notice shall – subject to the provisions of Condition 7 (*Conditions for Redemption and Purchase*) – be irrevocable).

Regulatory Event means that as a result of any replacement or change to (or change in the interpretation by any competent court or authority of) the Applicable Regulations after the Issue Date of the last Tranche of the Notes, the Notes (in whole or in part) are no longer capable of qualifying as at least Tier 2 Own-Funds of the Issuer, on a solo or group basis (including, if the Issuer is part of a larger group of companies headed by a parent company that is itself subject to supervision under Solvency II, for so long as the Issuer is included in the Solvency II scope of consolidation of such parent company, for the purposes of such parent company on a group basis), except where this is merely the result of exceeding any then applicable limits on the inclusion of the Notes as Tier 2 Own Funds.

(c) Notes redeemed pursuant to this Condition 6.6 will be redeemed at their Early Redemption Amount (Regulatory) together (if appropriate) with interest accrued to (but excluding) the date of redemption.

Early Redemption Amount (Regulatory) means the amount specified in the applicable Final Terms (where, if Make Whole Amount is specified, it shall have the meaning given in Condition 6.8 (*Early Redemption Amounts*) below), provided that if the Issuer Call is specified in the applicable Final Terms as being applicable and the scheduled optional redemption date of the Notes falls on or after the Optional Redemption Date (Call), the Early Redemption Amount (Regulatory) shall equal the Optional Redemption Amount.

6.7 Optional Redemption due to a Rating Event

(a) This Condition 6.7 applies to Notes only if Rating Event is specified in the applicable Final Terms as being applicable.

(b) If at any time the Issuer determines that a Rating Event has occurred with respect to the Notes, the Issuer may, subject to the provisions of Condition 7 (*Conditions for Redemption and Purchase*), at its option redeem the Notes in whole but not in part at any time (if this Note is not a Floating Rate Note or if the Floating Rate interest provisions do not apply in respect of the Interest Period in which the date fixed for redemption falls) or on any Interest Payment Date (if this Note is a Floating Rate Note or if the Floating Rate interest provisions apply in respect of the Interest Period in which the date fixed for redemption falls), on giving not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms to the Agent and, in accordance with Condition 14 (*Notices*), to the Noteholders (which notice shall, subject to the provisions of Condition 7 (*Conditions for Redemption and Purchase*), be irrevocable).

A **Rating Event** shall be deemed to have occurred if there is a change in the rating methodology (or the interpretation thereof) of a Rating Agency as a result of which the equity credit (or such other nomenclature as used by a Rating Agency from time to time to describe the degree to which an instrument exhibits the characteristics of an ordinary share) (**Equity Credit**) previously assigned by such Rating Agency to the Notes is, in the reasonable opinion of the Issuer, materially reduced when compared to the Equity Credit first assigned by such Rating Agency.

Rating Agency means any of Moody's France SAS (**Moody's**), Fitch Ratings Ireland Limited (**Fitch**) and any other rating agency substituted for either of them by the Issuer and, in each case, any of their respective successors to the rating business thereof.

Prior to the publication of any notice of redemption pursuant to this Condition 6.7, the Issuer shall deliver or procure that there is delivered to the Agent a written communication from the relevant international statistical rating organisation confirming the change in the current methodology and a certificate signed by a duly authorised representative of the Issuer stating that the circumstances described in the definition of Rating Event have occurred.

(c) Notes redeemed pursuant to this Condition 6.7 will be redeemed at their Early Redemption Amount (Rating) together (if appropriate) with interest accrued to (but excluding) the date of redemption.

Early Redemption Amount (Rating) means the amount specified in the applicable Final Terms (where if Make Whole Amount is specified, it shall have the meaning given in Condition 6.8 (*Early Redemption Amounts*) below), provided that if the Issuer Call is specified in the applicable Final Terms as being applicable and the scheduled optional redemption date of the Notes falls on or after the Optional Redemption Date (Call), the Early Redemption Amount (Rating) shall equal the Optional Redemption Amount.

6.8 Early Redemption Amounts

In relation to any early redemption of Notes pursuant to Condition 6.2 (*Redemption for tax reasons*), Condition 6.4 (*Clean-Up Call Option*), Condition 6.5 (*Make-whole Redemption Option*), Condition 6.6 (*Optional Redemption due to a Regulatory Event*) or Condition 6.7 (*Optional Redemption due to a Rating Event*), the Early Redemption Amount (Tax), the Optional Redemption Amount (Clean-Up), the Make-Whole Redemption Amount, the Early Redemption Amount (Regulatory) or, as the case may be, the Early Redemption Amount (Rating) – if specified in the Final Terms to be the **Make Whole Amount** – shall be an amount calculated on behalf of the Calculation Agent with prior consult with the Issuer equal to the higher of (x) 100 per cent. of the principal amount outstanding of the Notes to be redeemed; and (y) the sum of the present values of the principal amount outstanding of the Notes to be redeemed and the Remaining Term Interest on such Note (exclusive of interest accrued to the date of redemption) and such present values shall be calculated by discounting such amounts to the date of redemption on an annual basis (assuming a 360-day year consisting of twelve 30-day months or, in the case of an incomplete month, the number of days elapsed) at the Reference Bond Rate, plus the Redemption Margin,

where:

FA Selected Bond means a government security or securities selected by the Calculation Agent as having an actual or interpolated maturity comparable with the remaining term to the first Optional Redemption Date of the Notes, that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in the Specified Currency and of a comparable maturity to the remaining term to the first Optional Redemption Date of the Notes.

Redemption Margin shall be as set out in the applicable Final Terms.

Redemption Date means the date fixed for redemption of the Notes in accordance with Condition 6.2 (*Redemption for tax reasons*), Condition 6.4 (*Clean-Up Call Option*), Condition 6.5 (*Make-whole Redemption Option*), Condition 6.6 (*Optional Redemption due to a Regulatory Event*) or Condition 6.7 (*Optional Redemption due to a Rating Event*), as the case may be.

Reference Bond shall be as set out in the applicable Final Terms or the FA Selected Bond.

Reference Bond Price means, with respect to any date of redemption: (A) the arithmetic average of the Reference Government Bond Dealer Quotations for such Redemption Date, after excluding the highest and lowest such Reference Government Bond Dealer Quotations; or (B) if the Calculation Agent obtains fewer than five such Reference Government Bond Dealer Quotations, the arithmetic average of all such quotations.

Reference Bond Rate means, with respect to any Redemption Date, the rate per annum equal to the annual or semi-annual yield (as the case may be) to maturity or interpolated yield to maturity (on the relevant day count basis) of the Reference Bond, assuming a price for the Reference Bond (expressed as a percentage of its nominal amount) equal to the Reference Bond Price for such Redemption Date.

Reference Date will be set out in the relevant notice of redemption.

Reference Government Bond Dealer means each of five banks selected by the Issuer or the Guarantor which are (A) primary government securities dealers, and their respective successors, or (B) market makers in pricing corporate bond issues.

Reference Government Bond Dealer Quotations means, with respect to each Reference Government Bond Dealer and any Redemption Date, the arithmetic average, as determined by the Calculation Agent, of the bid and offered prices for the Reference Bond (expressed in each case as a percentage of its nominal amount) at the Quotation Time specified in the Final Terms on the Reference Date quoted in writing to the Calculation Agent by such Reference Government Bond Dealer.

Remaining Term Interest means, with respect to any Note, the aggregate amount of scheduled payment(s) of interest (assuming each such scheduled interest payment to be due in full) on such Note for the remaining term to the first Optional Redemption Date of such Note determined on the basis of the rate of interest applicable to such Note from and including the Redemption Date.

6.9 Purchases

The Issuer or any of its Subsidiaries may at any time, subject to the provisions of Condition 7 (*Conditions for Redemption and Purchase*), purchase Notes (provided that, in the case of definitive Notes, all unmatured Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. All Notes purchased pursuant to this Condition 6.9 may be cancelled or held, reissued or resold at the discretion of the relevant purchaser or, at the option of the Issuer, surrendered to the Paying Agent for cancellation.

6.10 Cancellation

All Notes which are redeemed will forthwith be cancelled (together with all unmatured Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and the Notes purchased and surrendered for cancellation pursuant to Condition 6.9 (*Purchases*) above (together with all unmatured Coupons and Talons cancelled therewith) shall be forwarded to the Agent and cannot be reissued or resold.

7. Conditions for Redemption and Purchase

(a) The redemption of Notes on the Maturity Date pursuant to Condition 6.1 (*Redemption at Maturity*), or any redemption of the Notes pursuant to Condition 6.2 (*Redemption for tax reasons*), Condition 6.3 (*Redemption at the option of the Issuer*), Condition 6.4 (*Clean-Up Call Option*), Condition 6.5 (*Make-Whole Redemption Option*), Condition 6.6 (*Optional Redemption due to a Regulatory Event*) or Condition 6.7 (*Optional Redemption due to a Rating Event*) on the date fixed for redemption and any purchase of the Notes pursuant to Condition 6.9 (*Purchases*) is subject to the following conditions (**Conditions for Redemption and Purchase**):

(i) the prior approval of the Relevant Supervisory Authority has been obtained if such prior approval is required under the then Applicable Regulations, and such approval continues to be valid and effective as of the date fixed for redemption or purchase;

(ii) the relevant date of any redemption of the Notes pursuant to, as the case may be, Condition 6.1 (*Redemption at Maturity*), Condition 6.2 (*Redemption for tax reasons*), Condition 6.3 (*Redemption at the option of the Issuer (Issuer Call)*), Condition 6.4 (*Clean-Up Call Option*), Condition 6.5 (*Make-Whole Redemption Option*), Condition 6.6 (*Optional Redemption due to a Regulatory Event*), Condition 6.7 (*Optional Redemption due to a Rating Event*) or of any purchase of the Notes pursuant to Condition 6.9 (*Purchases*) is after the fifth anniversary of the Issue Date, unless:

(a) such redemption or purchase is funded out of the proceeds of , or the Notes are exchanged or converted into, a new basic own fund item of the same or higher quality than the Notes, where such redemption, purchase, exchange or conversion is subject to the approval of the Relevant Supervisory Authority; or

(b) with reference to any redemption pursuant to Condition 6.6 (*Optional Redemption due to a Regulatory Event*) or Condition 6.2 (*Redemption for tax reasons*) only:

(aa) the Solvency Capital Requirement after the redemption will be exceeded by an appropriate margin, taking into account the solvency position, including medium-term capital plan, of the Issuer (on a solo and consolidated basis); and

(bb) (x) in the case of a redemption of the Notes in accordance with Condition 6.6 (*Optional Redemption due to a Regulatory Event*), the Relevant Supervisory Authority considers such a change to be sufficiently certain; and the Issuer demonstrates to the satisfaction of the Relevant Supervisory Authority that the regulatory reclassification of the Notes was not reasonably foreseeable at the time of their issuance; or (y) in the case of a redemption of the Notes in accordance with Condition 6.2 (*Redemption for tax reasons*), there is a change in the applicable tax treatment of the Notes which the Issuer demonstrates to the satisfaction of the Relevant Supervisory Authority is material and was not reasonably foreaseeable at the time of their issuance;

(iii) to the extent permitted under then prevailing Applicable Regulations, any alternative or additional pre-conditions to redemption of the Notes are met;

(iv) subject to Condition 7(c) below, the Solvency Capital Requirement is met immediately prior to the redemption or purchase of the Notes (as applicable) and the redemption or purchase (as applicable) would not cause the Solvency Capital Requirement to be breached;

(v) the Minimum Capital Requirement is met immediately prior to the redemption or purchase of the Notes (as applicable) and the redemption or purchase (as applicable) would not cause the Minimum Capital Requirement to be breached;

(vi) redemption or purchase of the Notes (as applicable) will not cause the insolvency of the Issuer or accelerate the process of the Issuer becoming insolvent, in accordance with the provisions of the relevant insolvency laws and rules applicable to the Issuer from time to time;

(vii) in the event the Issuer is required under then prevailing Applicable Regulations to report capital requirements on a group basis, where any (re)insurance undertaking included in the scope of group supervision of the Issuer under the Applicable Regulations (a **Relevant Undertaking**) is subject to a Relevant Proceeding (as defined below) at the time of the proposed redemption, all claims owed by the Relevant Undertaking to its policyholders and beneficiaries have been met; and

(viii) no other event has occurred which, under then prevailing Applicable Regulations, would require redemption or purchase of the Notes (as applicable) to be suspended,

unless, in each case, such Condition for Redemption or Purchase is not, or is no longer, a requirement for such redemption or purchase (as applicable) under the Applicable Regulations at such time in order for the Notes to be recognised in the determination of own funds.

For the purposes of (vi) above, **Relevant Proceeding** means the winding-up of a Relevant Undertaking under applicable laws of the jurisdiction of the Relevant Undertaking in circumstances where the assets of the Relevant Undertaking (in the reasonable determination of the Issuer) may or will be insufficient to meet all amounts which, under applicable legislation or rules relating to the winding-up of insurance companies, the policyholders and beneficiaries are entitled to receive pursuant to a contract of insurance or reinsurance of the Relevant Undertaking.

(b) In case the Conditions for Redemption and Purchase are not satisfied, unless Condition 7(c) applies, redemption of the Notes shall be suspended and:

(i) the Maturity Date (in the case of a redemption of Notes on the scheduled maturity date pursuant to Condition 6.1 (*Redemption at Maturity*)) shall be postponed in accordance with the provisions set forth in Condition 7(d); and

(ii) the date fixed for optional redemption, in the case of an optional redemption pursuant to Condition 6.2 (*Redemption for tax reasons*), Condition 6.3 (*Redemption at the option of the Issuer (Issuer Call)*), Condition 6.4 (*Clean-Up Call Option*), Condition 6.5 (*Make-Whole Redemption Option*), Condition 6.6 (*Optional Redemption due to a Regulatory Event*) or Condition 6.7 (*Optional Redemption due to a Rating Event*), shall be postponed in accordance with the provisions set forth in Condition 7(e), in each case, regardless of any prior notice of redemption that may already have been delivered to the Noteholders and interest will, subject to Condition 3 (*Deferral of Interest*), continue to accrue on the principal amount outstanding of the Notes in accordance with Condition 4 (*Interest*) until such Notes are redeemed in full pursuant to these Conditions.

(c) Notwithstanding the provisions of Condition 7(a) and of Condition 7(e), the Notes may be redeemed even though there is non-compliance with the Solvency Capital Requirement or if redemption or repayment would lead to such non-compliance, where all of the following conditions are met:

(i) all of the Conditions for Redemption and Purchase are met other than that described in Condition 7(a)(iii);

(ii) the Relevant Supervisory Authority has exceptionally waived the suspension of redemption of the Notes;

(iii) all, but not some only of the Notes are exchanged for or converted into another basic own-fund item of at least the same quality as the Notes; and

(iv) the Minimum Capital Requirement will be complied with immediately following such redemption, (together, the **Conditions for Waiver of Redemption Suspension**).

(d) If the Conditions for Redemption and Purchase are not satisfied in respect of a redemption on the Maturity Date pursuant to Condition 6.1, unless Condition 7(c) applies, redemption of the Notes will be suspended and the Maturity Date will be postponed to the earlier of:

(i) the date notified by the Issuer on giving at least 5 Business Days' notice to the Noteholders in accordance with Condition 14 (*Notices*) following the day on which the Conditions for Redemption and Purchase are satisfied (and provided that the Conditions for Redemption and Purchase continue to be satisfied on the date of redemption); or

(ii) the date on which voluntary or involuntary winding up proceedings are instituted in respect of the Issuer in accordance with, as the case may be, (aa) a resolution of the shareholders' meeting of the Issuer; (bb) any provision of the by-laws of the Issuer (currently, the duration of the Issuer is set at 31 December 2050 although, if this is extended, redemption of the Notes will be equivalently adjusted); or (cc) any applicable legal provision, or any decision of any jurisdictional or administrative authority.

(e) Any redemption of Notes notified to Noteholders pursuant to Condition 6.2 (*Redemption for tax reasons*), Condition 6.3 (*Redemption at the option of the Issuer (Issuer Call)*), Condition 6.4 (*Clean-Up Call Option*), Condition 6.5 (*Make-Whole Redemption Option*), Condition 6.6 (*Optional Redemption due to a Regulatory Event*) or Condition 6.7 (*Optional Redemption due to a Rating Event*) shall – unless Condition 7(c) applies - be suspended (in whole or in part), and the Issuer shall not be entitled to give any notice of redemption pursuant to the aforementioned Conditions, if the Conditions for Redemption and Purchase are not satisfied.

Following any suspension of redemption in accordance with this provision, the date originally fixed for redemption of the Notes pursuant to Condition 6.2 (*Redemption for tax reasons*), Condition 6.3 (*Redemption at the option of the Issuer (Issuer Call)*), Condition 6.4 (*Clean-Up Call Option*), Condition 6.5 (*Make-Whole Redemption Option*), Condition 6.6 (*Optional Redemption due to a Regulatory Event*) or Condition 6.7 (*Optional Redemption due to a Rating Event*) shall be postponed to the earlier of:

(i) the date notified by the Issuer on giving at least 5 Business Days' notice to the Noteholders in accordance with Condition 14 (*Notices*) following the day on which the Conditions for Redemption and Purchase are satisfied (and provided that the Conditions for Redemption and Purchase continue to be satisfied on the date of redemption); or

(ii) the date on which voluntary or involuntary winding up proceedings are instituted in respect of the Issuer in accordance with (a) a resolution of the shareholders' meeting of the Issuer; (b) any provision of the by-laws of the Issuer (currently, the duration of the Issuer is set at 31 December 2050 although, if this is extended, redemption of the Notes will be equivalently adjusted), as applicable; or (c) any applicable legal provision, or any decision of any jurisdictional or administrative authority.

(f) Failure to redeem the Notes on the Maturity Date or on the date fixed for redemption pursuant to Condition 6.2 (*Redemption for tax reasons*), Condition 6.3 (*Redemption at the option of the Issuer*), Condition 6.4 (*Clean-Up Call Option*), Condition 6.5 (*Make-Whole Redemption Option*), Condition 6.6 (*Optional Redemption due to a Regulatory Event*) or Condition 6.7 (*Optional Redemption due to a Rating Event*) as a result of this Condition 7 shall not constitute a default of the Issuer or any other breach of obligations under the Conditions for any purpose.

(g) The Issuer shall forthwith give notice to the Agent and the Noteholders in accordance with Condition 14 (*Notices*) below of: (i) any suspension of redemption pursuant to this Condition 7 (provided that any failure to deliver such notice shall not invalidate the suspension of redemption); (ii) following any such suspension, the date on which the Notes shall be redeemed in accordance with sub-paragraph (d) or (e) above.

8. Taxation

All payments of principal and interest in respect of the Notes and Coupons by the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amounts on interest (but not, unless permitted by the Applicable Regulations at the relevant time, principal) as shall be necessary in order that the net amounts received by the holders of the Notes or Coupons after such withholding or deduction shall equal the amounts of interest (or, if permitted by the Applicable Regulations at the relevant time, principal) which would otherwise have been receivable in respect of the Notes or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Note or Coupon:

(a) presented for payment in the Tax Jurisdiction;

(b) presented for payment by or on behalf of a holder who is liable for such taxes or duties in respect of such Note or Coupon by reason of his having some connection with a Tax Jurisdiction other than the mere holding of such Note or Coupon;

(c) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 5.5 (*Payment Day*));

(d) presented for payment by or on behalf of a holder who would not be liable or subject to the withholding or deduction by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority;

(e) presented for payment by or on behalf of a non-Italian resident, to the extent that interest or any other amounts is paid to a non-Italian resident which is resident in a country which does not allow for a satisfactory exchange of information with the Tax Jurisdiction;

(f) for or on account of *imposta sostitutiva* pursuant to Italian Legislative Decree No. 239 of 1 April 1996 (Decree No. 239) as amended and/or supplemented or any regulations implementing or complying with such Decree;

(g) with respect to any Notes qualifying as "atypical" securities (*titoli atipici*), where such withholding or deduction is required pursuant to Italian Law Decree No. 512 of 30 September 1983, converted with amendments by Law No. 649 of 25 November 1983, as subsequently amended and/or supplemented; or

(h) where such withholding or deduction is required pursuant to Sections 1471 through 1471 of the Code, any laws, regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

As used herein:

(i) **Tax Jurisdiction** means the Republic of Italy and/or such other taxing jurisdiction to which the Issuer becomes subject or any political subdivision or any authority thereof or therein having power to tax; and

(ii) the **Relevant Date** means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 14 (*Notices*).

9. Prescription

The Notes and Coupons will become void unless claims in respect of principal and/or interest are made within a period of ten years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 8 (*Taxation*)) therefor.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition or Condition 5.2 (*Presentation of definitive Notes and Coupons*) or any Talon which would be void pursuant to Condition 5.2 (*Presentation of definitive Notes and Coupons*).

10. Enforcement Event

If an order is made by any competent court or resolution is passed for the winding-up or dissolution of the Issuer, otherwise than for the purpose of: (i) a Permitted Reorganisation; or (ii) a reorganisation on terms previously approved by an Extraordinary Resolution (as defined in the Agency Agreement) (an **Enforcement Event**), then - in accordance with and subject to mandatory applicable law - any holder of a Note may, by written notice to the Issuer at the specified office of the Agent, effective upon the date of receipt thereof by the Agent, declare any Note held by it to be forthwith due and payable whereupon the same shall become forthwith due and payable at the Early Redemption Amount (Enforcement Event) indicated in the Final Terms, together with accrued interest (if any) to the date of repayment, without presentment, demand, protest or other notice of any kind.

Permitted Reorganisation means any reorganisation, amalgamation, merger, demerger, consolidation, contribution in kind, restructuring or reconstruction whilst solvent or other similar arrangements (including, without limitation, leasing of the assets or going concern) of the Issuer which is part of a related sequence of events whereby, during or upon completion of the sequence, all or substantially all of the assets and liabilities of the Issuer, including the rights and obligations of the Issuer under or in respect of the Notes, the Agency Agreements and the Deed of Covenant, will be assumed in accordance with applicable law by a Person which, immediately after such assumption, is a member of the group consisting of the Issuer and its consolidated Subsidiaries, which, in any such case, does not result in a Ratings Downgrade. All the transactions related to the proposed merger between UnipolSai and its parent company, Unipol Gruppo S.p.A. (**Unipol Gruppo**), to be carried out through the merger with (and incorporation of) UnipolSai into Unipol Gruppo shall be considered as Permitted Reorganisations regardless of any Ratings Downgrade.

Person means any individual, company, corporation, firm, partnership, joint venture, association, organisation or other entity, whether or not having a separate legal personality;

Rating Agencies means, for the purposes of this Condition 10, any Rating Agency (as defined in Condition 6.7 (*Optional Redemption due to a Rating Event*)) which, at the time of the Permitted Reorganisation, has issued a rating on the Notes;

A **Ratings Downgrade** will be deemed to have occurred if, immediately prior to a Reorganisation Period, the Notes carry:

(a) an investment grade credit rating (Baa3/BBB-, or equivalent, or better) from any Rating Agency and such rating is, during the Reorganisation Period, either downgraded to a noninvestment grade credit rating (Ba1/BB+, or equivalent, or worse) or withdrawn and such rating is not, within the Reorganisation Period, subsequently (in the case of a downgrade) upgraded to an investment grade credit rating by the relevant Rating Agency or (in the case of a withdrawal) replaced by an investment grade credit rating from any other Rating Agency;

(b) a non-investment grade credit rating (Ba1/BB+, or equivalent, or worse) from any Rating Agency and such rating is, during the Reorganisation Period, either downgraded by one or more notches (for illustration, Ba1 to Ba2 being one notch) or withdrawn and such rating is not, within the Reorganisation Period, subsequently (in the case of a downgrade) upgraded by such Rating Agency to a credit rating that is equivalent or better to the credit rating that was applicable immediately prior to the Reorganisation Period or (in the case of a withdrawal) replaced by a credit rating from any other Rating Agency that is equivalent to or better than the credit rating that was applicable immediately prior to the Reorganisation Period; or

(c) no credit rating and no Rating Agency assigns to the Notes within 60 days of the end of the Reorganisation Period a credit rating that is equivalent to or better than the Issuer's credit rating from any one or more Rating Agencies immediately prior to the Reorganisation Period;

Reorganisation Period shall mean the period from the date of the first public announcement of an agreement, arrangement or proposal that could result in any event or transaction described in paragraphs (a) and (b) of the definition of Permitted Reorganisation until the end of a 60-day period following public notice of the completion of the relevant transaction (or such longer period as the rating of the Notes is under publicly announced consideration for rating review); and

Subsidiary means, in respect of any Person (the **first Person**) at any particular time, any other Person (the **second Person**):

(a) if a majority of votes in ordinary shareholders' meetings of the second Person is held by the first Person;

(b) in which the first Person holds a sufficient number of votes to give it a dominant influence in ordinary shareholders' meetings of the second Person; or

(c) which is under the dominant influence of the first Person by virtue of certain contractual relationships between the first Person and the second Person,

pursuant to the provisions of Article 2359 of the Italian Civil Code.

11. Replacement of Notes, Coupons and Talons

Should any Note, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Agent upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes, Coupons or Talons must be surrendered before replacements will be issued.

12. Paying Agents

The names of the initial Paying Agents and their initial specified offices are set out below. If any additional Paying Agents are appointed in connection with any Series, the names of such Paying Agents will be specified in Part B of the applicable Final Terms.

The Issuer is entitled to vary or terminate the appointment of any Paying Agent and/or appoint additional or other Paying Agents and/or approve any change in the specified office through which any Paying Agent acts, provided that:

(a) there will at all times be an Agent;

(b) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority;

(c) there will at all times be a Paying Agent in a jurisdiction within Europe, other than the jurisdiction in which the Issuer is incorporated.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in Condition 5.4 (*General provisions applicable to payments*). Notice of any variation, termination, appointment or change in Paying Agents will be given to the Noteholders in accordance with Condition 14 (*Notices*).

In acting under the Agency Agreement, the Paying Agents act solely as agents of the Issuer and do not assume any obligation to, or relationship of agency or trust with, any Noteholders or Couponholders. The Agency Agreement contains provisions permitting any entity into which any Paying Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor paying agent.

13. Exchange of Talons

On and after the Interest Payment Date on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 9 (*Prescription*).

14. Notices

All notices regarding the Notes will be deemed to be validly given if published in a leading English language daily newspaper of general circulation in London or, if and for so long as the Notes are admitted to trading on, and listed on the Official List of the Luxembourg Stock Exchange, a daily newspaper of general circulation in Luxembourg and/or the Luxembourg Stock Exchange's website, www.luxse.com. It is expected that any such publication in a newspaper will be made in the Financial Times in London or, as applicable, the Luxemburger Wort or the Tageblatt in Luxembourg. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Notes are for the time being listed or by which they have been admitted to trading. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers.

Until such time as any definitive Notes are issued, there may, so long as any Global Notes representing the Notes are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg, be substituted for such publication in such newspaper(s) the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication by them to the holders of the Notes and, in addition, for so long as any Notes are listed on a stock exchange or are admitted to trading by another relevant authority and the rules of that stock exchange or relevant authority so require, such notice will be published on the website of the relevant stock exchange or relevant authority and/or in a daily newspaper of general circulation in the place or places required by those rules and regulations or as otherwise permitted by those rules and regulations. Any such notice shall be deemed to have been given to the holders of the Notes on such day as is specified in the applicable Final Terms after the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg. Notices to be given by any Noteholder shall be in writing and given by lodging the same, together (in the case of any Note in definitive form) with the relative Note or Notes, with the Agent. Whilst any of the Notes are represented by a Global Note, such notice may be given by any holder of a Note to the Agent through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

15. Meetings of Noteholders

15.1 Meetings of Noteholders

The Agency Agreements contain provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the modification or abrogation by Extraordinary Resolution (as defined in the Agency Agreements) of the Notes, the Coupons, any of these Conditions or any of the provisions of the Agency Agreements.

In relation to the convening of meetings, quorums and the majorities required to pass an Extraordinary Resolution (as defined in the Agency Agreement), the following provisions shall apply in respect of the Notes but are subject to compliance with mandatory laws, legislation, rules and regulations of Italy (including, without limitation, Legislative Decree No. 58 of 24 February 1998 as amended) and the by-laws of the Issuer in force from time to time and shall be deemed to be amended, replaced and supplemented to the extent that such laws, legislation, rules and regulations and the by-laws of the Issuer are amended at any time while the Notes remain outstanding. Italian law currently provides that any such meeting may be convened by the Issuer or the Noteholders' Representative (as defined below) at their discretion and, in any event, shall be convened by either of them upon the request of Noteholders holding not less than one-twentieth of the aggregate principal amount of the Notes of any Series for the time being outstanding. If the Issuer or the Noteholders' Representative defaults in convening such a meeting following such request or requisition by the Noteholders representing not less than one-twentieth of aggregate principal amount of the Notes of any Series for the time being outstanding, the same may be convened by decision of the competent Court upon request by such Noteholders. Every such meeting shall be held at such time and place as provided pursuant to Article 2363 of the Italian Civil Code.

Such a meeting will be validly held (subject to compliance with mandatory laws, legislation, rules and regulations of Italy in force from time to time) if (i) in the case of a sole call meeting, there are one or more persons present being or representing Noteholders holding at least one-fifth of the principal amount of the outstanding Notes, or (ii) in the case of multiple call meetings, (a) in the case of a first meeting, there are one or more persons present being or representing Noteholders holding at least one-half of the aggregate principal amount of the outstanding Notes, (b) in the case of a second meeting, there are one or more persons present being or representing Noteholders holding more than one-third of the aggregate principal amount of the outstanding Notes and (c) in the case of a third meeting or any subsequent meeting following a further adjournment, there are one or more persons present being or representing Noteholders holding at least one-fifth of the aggregate principal amount of the outstanding Notes, provided however that that the Issuer's by-laws may in each case (to the extent permitted under the applicable Italian law) provide for a different quorum. For the avoidance of doubt, each meeting will be held as a sole call meeting or as a multiple call meeting depending on the applicable provisions of Italian law and the Issuer's by-laws as applicable from time to time. The majority required to pass a resolution at any meeting convened to vote on any resolution will be one or more persons holding or representing at least two-thirds of the aggregate principal amount of the Notes represented at the meeting; provided, however, that (A) certain proposals, as set out in Article 2415 of the Italian Civil Code (including any proposal to modify the maturity of the Notes or the dates on which interest is payable on them; to reduce or cancel the principal amount of, or interest on, the Notes; or to change the currency of payment of the Notes) may only be sanctioned by a resolution passed at a meeting of Noteholders (including any adjourned meeting) by one or more persons holding or representing not less than one-half of the aggregate principal amount of the outstanding Notes unless a different majority is required pursuant to Article 2368 paragraph 2 or Article 2369 paragraph 3 or paragraph 7, of the Italian Civil Code, and (B) the Issuer's by-laws may in each case (to the extent permitted under applicable Italian law) provide for different majorities. An Extraordinary Resolution (as defined in the Agency Agreement) passed at any meeting of the Noteholders will be binding on all Noteholders, whether or not they are present at the meeting, and on all Couponholders.

15.2 Noteholder's Representative

A joint representative of the Noteholders (*rappresentante comune*) (the **Noteholders' Representative**), subject to applicable provisions of Italian law, will be appointed pursuant to Article 2417 of the Italian Civil Code in order to represent the Noteholders' interests under these Conditions and to give effect to resolutions passed at a meeting of the Noteholders. If the Noteholders' Representative is not appointed by a meeting of such Noteholders, the Noteholders' Representative shall be appointed by a decree of the competent Court where the Issuer has its registered office at the request of one or more Noteholders or at the request of the directors of the Issuer. The Noteholders' Representative shall remain appointed for a maximum period of three years but may be reappointed again thereafter.

15.3 Modification

The Conditions may not be amended without the prior approval of the Relevant Supervisory Authority. The Notes and these Conditions may be amended without the consent of the Noteholders or the Couponholders to make any modification which is, in the opinion of the Issuer, of a formal, minor or technical nature or is made to correct a manifest or proven error. In addition, the parties to the Agency Agreement may agree to modify any provision thereof, but the Issuer shall not agree, without the consent of the Noteholders, to any such modification unless, in each case in the opinion of the Issuer, it is of a formal, minor or technical nature or it is made to correct a manifest or proven error or it is not materially prejudicial to the interests of the Noteholders. The Issuer and the Principal Paying Agent may furthermore agree, without the consent of the Noteholders or Couponholders, to any modification of the Notes and these Conditions which, in the opinion of the Issuer, is not prejudicial to the interests of the Noteholders.

15.4 Modification and/or Exchange following a Regulatory Event, Tax Event or Rating Event

(a) This Condition 15.4 applies only if the Modification Provisions and/or Exchange Provisions are specified in the applicable Final Terms as being applicable, provided that the Exchange Provisions shall apply to English Law Notes only.

(b) Where a Regulatory Event, a Tax Event or a Rating Event stated in the relevant Final Terms as applicable, for the purposes of this Condition 15.4, to the Notes has occurred and is continuing, then the Issuer may, without any requirement for the consent or approval of the Noteholders:

(A) where the Final Terms state that Modification Provisions are applicable, modify the terms of the Notes to the extent that such modification is reasonably necessary to ensure that no such Regulatory Event, Tax Event or, as applicable, Rating Event would exist after such modification; and

(B) where the Final Terms state that Exchange Provisions are applicable, exchange all (but not some only) of the Notes for Qualifying Securities so that (x) where the relevant event that has occurred is a Regulatory Event, the aggregate nominal amount of the Qualifying Securities is treated under the then Applicable Regulations as at least Tier 2 Own Funds, or (y) where the relevant event that has occurred is a Tax Event or Rating Event, such event no longer applies in relation to the Qualifying Securities,

in each case, provided that, following such modification or, as applicable, exchange:

(i) the terms and conditions of, in the case of subparagraph (A) above, the Notes, as so modified (the **modified Notes**) or, in the case of subparagraph (B) above, the Qualifying Securities, are – in the Issuer's reasonable determination after having consulted an independent investment bank of international standing – no more prejudicial to Noteholders than the terms and conditions applicable to the Notes prior to such modification or exchange (the **existing Notes**) *provided that* any modification may be made in accordance with subparagraphs (ii) to (iv) below and any such modification or, as applicable, any exchange of existing Notes for securities that meet the requirements set out in subparagraphs (ii) to (iv) below (Qualifying Securities), shall not constitute a breach of this subparagraph (i);

(ii) either the person having the obligations of the Issuer under the modified Notes or, as applicable, Qualifying Securities (x) continues to be the Issuer, or (y) is substituted in accordance with Condition 17 (*Substitution*);

(iii) the modified Notes or, as applicable, Qualifying Securities rank at least equal to the existing Notes prior to such modification or exchange and feature the same tenor, principal amount, interest rates (including applicable margins), interest payment dates and first call date (if any) (except for any early redemption rights analogous to redemption rights under the existing Notes (if any) for Regulatory Event, Tax Event or Rating Event), and the same existing rights to any accrued interest, any arrears of interest and any other amounts payable under the Notes as the existing Notes prior to such modification or exchange; and

(iv) the modified Notes or, as applicable, Qualifying Securities continue to be listed on a regulated market (for the purposes of the Markets in Financial Instruments Directive 2014/65/EU) of an internationally recognised stock exchange as selected by the Issuer (*provided that* the existing Notes were so listed prior to the occurrence of such Regulatory Event, Tax Event or, as applicable, Rating Event),

and provided further that:

(1) the Issuer obtains approval of the proposed modification or exchange from the Relevant Supervisory Authority (if such approval is required) or gives prior written notice (if such notice is required to be given) to the Relevant Supervisory Authority and, following the expiry of all relevant statutory time limits, the Relevant Supervisory Authority is no longer entitled to object or impose changes to the proposed modification or exchange;

(2) the modification or exchange does not give rise to a change in any published solicited rating of the existing Notes in effect at such time (to the extent the existing Notes were rated prior to the occurrence of such Regulatory Event, Tax Event or, as applicable, Rating Event);

(3) the modification or exchange does not give rise to any right on the part of the Issuer to exercise any option to redeem the modified Notes or the Qualifying Securities that does not already exist prior to such modification or exchange, without prejudice to the provisions under Condition 6.3 (*Redemption at the option of the Issuer (Issuer Call)*);

(4) the Issuer has delivered to the Agent a certificate, substantially in the form shown in the Agency Agreement, signed by a duly authorised representative of the Issuer stating that conditions (i) to (iv) and (1) to (3) above have been complied with, such certificate to be made available for inspection by Noteholders; and

(5) in the case of any proposed modifications or an exchange owing to a Tax Event, the Issuer has delivered to the Agent an opinion of independent legal advisers of recognised standing to the effect that the Tax Event can be avoided by the proposed modifications or exchange.

In connection with any modification or exchange as indicated in this Condition 15.4, the Issuer shall comply with the rules of any stock exchange or other relevant authority on which the Notes are then listed or admitted to trading.

16. Further Issues

The Issuer shall be at liberty from time to time without the consent of the Noteholders or the Couponholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and so that the same shall be consolidated and form a single Series with the outstanding Notes.

This Condition is applicable to English Law Notes only.

17. Substitution

The Issuer may, at any time, without the consent of the Noteholders or the Couponholders, substitute for itself as principal debtor under the Notes and the Coupons, any duly incorporated Subsidiary of the Issuer (each a **Substituted Debtor**) as Issuer (the **Substitution**), subject to the following:

(a) immediately prior to the Substitution, no payment in respect of the Notes and the Coupons being overdue and no Enforcement Event having occurred and being continuing in respect of the Notes and the Coupons;

(b) the execution by the Substituted Debtor and, where applicable, by the other parties to the English Law Agency Agreement and the Deed of Covenant, of a deed poll and such other documents (if any) as may be necessary to give full effect to the Substitution (together, the **Documents**) and (without limiting the generality of the foregoing) pursuant to which the Substituted Debtor shall undertake in favour of each Noteholder and Couponholder to be bound by these Conditions, the Deed of Covenant and the English Law Agency Agreement as fully as if the Substituted Debtor had been named in the Notes, the Deed of Covenant and the English Law Agency Agreement as the principal debtor in respect of the Notes in place of the Issuer;

(c) the execution by the Issuer of a deed of guarantee (the **Guarantee**), substantially in the form attached to the English Law Agency Agreement, in favour of the Noteholders and Couponholders in respect of all the obligations of the Substituted Debtor under the Notes and the Coupons;

(d) the agreement by the Substituted Debtor in the Documents to indemnify each Noteholder and Couponholder against:

    (i) any tax, duty, assessment or governmental charge which is imposed on such Noteholder and Couponholder by (or by any authority in or of) in the Republic of Italy with respect to any Note or Coupon and which would not have been so imposed had the Substitution not been made; and

    (ii) any tax, duty, assessment or governmental charge, and any cost or expense payable in connection with the Substitution;

(e) the Documents containing a representation and warranty by each of the Issuer and the Substituted Debtor that:

    (i) it is validly incorporated and in good standing under the laws of its jurisdiction of incorporation;

    (ii) it has obtained all necessary governmental and regulatory approvals and consents for the Substitution and for the performance of its obligations under the Documents and that all such approvals and consents are in full force and effect;

(iii) all other actions, conditions and things required to be taken, fulfilled and done to ensure that the Documents, the Notes and the Coupons (and, in the case of the Issuer, the Guarantee) and the obligations assumed by it thereunder represent legal, valid and binding obligations of the Substituted Debtor or the Issuer, as the case may be, enforceable by each Noteholder and Couponholder in accordance with their respective terms and subject to applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally, have been taken, fulfilled and done and are in full force and effect; and

(iv) the Noteholders and Couponholders will not become subject to any tax, duty, assessment, governmental charge or other adverse tax consequences as a result of the Substitution, except as may be subject to the indemnity provided for in Condition 17(d) above;

(f) the delivery of legal opinion(s) addressed to the Agent, to be made available upon request to the Noteholders and Couponholders, from a lawyer or firm(s) of lawyers with a leading securities practice in the Republic of Italy, confirming that (i) the conditions contained in Conditions 17(b), 17(c), 17(d) and 18(e) above have been fulfilled and (ii) the Documents and the Guarantee, where applicable, constitute legal, valid, binding and enforceable obligations of each of the Issuer and the Substituted Debtor and that each of the Issuer and the Substituted Debtor has the power to enter into and perform the obligations to be assumed by it pursuant to the Documents and the Guarantee, to the extent applicable to it;

(g) confirmation from the relevant stock exchange (if any) that, following the proposed Substitution, the Notes will continue to be listed on such stock exchange;

(h) the giving by the Issuer of at least 14 days' prior notice of the Substitution to the Noteholders, in accordance with Condition 14 (Notices), stating that "copies, or, pending execution, the agreed text, of all documents in relation to the Substitution which are referred to above, or which might otherwise reasonably be regarded as material to Noteholders, will be available for inspection at the specified office of each of the Paying Agents;

(i) if the existing Notes were rated by a Rating Agency prior to the Substitution, written confirmation from such Rating Agency that, after giving effect to the Substitution, (i) the Notes shall continue to be rated the same as immediately prior to the Substitution or (ii) in the case of Notes which have not been assigned a credit rating, the relevant Substituted Debtor or the Notes will be assigned at least the same credit rating as the credit rating of the Issuer immediately prior to whichever is the earlier of (I) the Substitution, (II) the first public announcement of the Substitution or (III) the first public announcement of any proposal, agreement or arrangement that resulted, directly or indirectly, in the Substitution; and

(j) the delivery to the Agent of a certificate of solvency of the Substituted Debtor addressed to the Noteholders and signed by two directors of the Substituted Debtor.

By subscribing to, or otherwise acquiring, the Notes, the Noteholders expressly consent to the substitution of the Issuer in accordance with the provisions of this Condition 17 and to the release of the Issuer from any and all obligations in respect of the Notes and any relevant agreements and are expressly deemed to have accepted such substitution and the consequences thereof.

This Condition is applicable to English Law Notes only.

18. Contracts (Rights of Third Parties) Act 1999

No person shall have any right to enforce any term or condition of this Note under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

19. Governing Law and Submission to Jurisdiction

The following provisions apply to English Law Notes

19.1 Governing law

The English Law Agency Agreement, the Deed of Covenant, the Notes, the Coupons and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law, except that the provisions concerning the status of the Notes shall be governed by Italian law.

Condition 15 (*Meetings of Noteholders*) and the provisions of the English Law Agency Agreement concerning the meetings of Noteholders and the appointment of a Noteholders' Representative in respect of any Series of Notes are subject to compliance with the laws of the Republic of Italy.

19.2 Submission to jurisdiction

(a) Subject to Condition 19.2(c) below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Notes and/or the Coupons, including any 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 Notes and/or the Coupons (a **Dispute**) and accordingly each of the Issuer and any Noteholders or Couponholders in relation to any Dispute submits to the exclusive jurisdiction of the English courts.

(b) For the purposes of this Condition 19.2, the Issuer waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.

(c) To the extent allowed by law, the Noteholders and the Couponholders may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction, and (ii) concurrent proceedings in any number of jurisdictions.

19.3 Appointment of Process Agent

The Issuer irrevocably appoints Law Debenture Corporate Services Limited at its registered office at 8th Floor, 100 Bishopsgate, London EC2N 4AG as its agent for service of process in any proceedings before the English courts in relation to any Dispute, and agrees that in the event of Law Debenture Corporate Services Limited being unable or unwilling for any reason so to act, it will immediately appoint another person as its agent for service of process in England in respect of any Dispute. The Issuer agrees that failure by a process agent to notify it of any process will not invalidate service. Nothing herein shall affect the right to serve proceedings in any other manner permitted by law.

The following provisions apply to Italian Law Notes

19.4 Governing law

The Italian Law Agency Agreement, the Notes, the Coupons and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, Italian law.

19.5 Submission to jurisdiction

(a) Subject to subparagraph (c) below, the courts of Milan have exclusive jurisdiction to settle any dispute arising out of or in connection with the Notes and/or the Coupons, including any 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 Notes and/or the

Coupons (a **Dispute**) and accordingly each of the Issuer and any Noteholders or Couponholders in relation to any Dispute submits to the exclusive jurisdiction of the courts of Milan.

(b) For the purposes of this Condition 19.2, the Issuer waives any objection to the courts of Milan on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.

(c) To the extent allowed by law, the Noteholders and the Couponholders may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction, and (ii) concurrent proceedings in any number of jurisdictions.

(d) Without prejudice to the remaining paragraphs of this Condition 19, the Issuer waives any right it may have to a jury of trial or cause of action in connection with the Italian Law Agency Agreement and the Notes. These Conditions may be filed as a written consent to a bench trial.

(e) The Notes do not have the benefit of Article 1186 of the Italian Civil Code nor, to the extent applicable, Article 1819 of the Italian Civil Code.

20. Acknowledgement of Bail-in, Write-Down or Conversion Powers and Resolution Stay Powers

This Condition 20 is applicable only if the Notes are in the scope of articles 35 et seq. of the IRRD draft proposed by the European Commission on 22 September 2021, as adopted by the European Parliament on 23 April 2024 and as finally transposed under Italian law, or any other number designating the same articles in the published version of the IRRD, as finally transposed under Italian law.

By the acquisition of Notes, each Noteholder (which, for the purposes of this Condition 20, includes any current or future holder of a beneficial interest in the Notes), Couponholder and beneficial holder of Coupons, acknowledges, accepts, consents and agrees:

(a) to be bound by the effect of the exercise of the Bail-in Power (as defined below) by the Relevant Resolution Authority (as defined below), which may include and result in any of the following, or some combination thereof:

   (i) the reduction of all, or a portion, of the Amounts Due (as defined below), including on a permanent basis;

   (ii) the conversion in whole or in part, of the Amounts Due into shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the Noteholder of such shares, securities or obligations), including by means of an amendment, modification or variation of these Conditions, in which case the Noteholder agrees to accept in lieu of its rights under the Notes any such shares, other securities or other obligations of the Issuer or another person;

   (iii) the cancellation of the Notes;

   (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;

   (v) any other tools and powers provided for in the adopted version of the IRRD, as finally transposed under Italian law; and/or

   (vi) any specific Italian tools and powers pertaining to the recovery and resolution of insurance and reinsurance undertakings; and

(b) that the terms of the Notes are subject to, and may be varied, if necessary, to give effect to, the exercise of the Bail-in Power by the Relevant Resolution Authority.

For these purposes:

(i) the **Amounts Due** are the prevailing outstanding amount of the Notes, and any accrued and unpaid interest on the Notes that has not been previously cancelled or otherwise is no longer due;

(ii) the **Bail-in Power** is any power existing from time to time under any laws, regulations, rules or requirements relating to the recovery and resolution of insurance and reinsurance undertakings in effect in Italy, including but not limited to any such laws, regulations, rules or requirements that are implemented, adopted or enacted within the context of the IRRD, and in each case the instructions, rules and standards created thereunder, pursuant to which the obligations of a Regulated Entity (as defined below) (or an affiliate of such Regulated Entity) can be reduced (in whole or in part), cancelled, suspended, transferred, varied or otherwise modified in any way, or securities of a Regulated Entity (or an affiliate of such Regulated Entity) can be converted into shares, other securities, or other obligations of such Regulated Entity or any other person, whether in connection with the implementation of a bail-in power following placement in resolution or otherwise;

(iii) a reference to a **Regulated Entity** is to any entity which includes certain insurance and reinsurance undertakings that are established in the European Union, parent insurance and reinsurance undertakings that are established in the European Union, insurance holding companies and mixed financial holding companies that are established in the European Union, parent insurance holding companies and parent mixed financial holding companies established in a Member State, European Union parent insurance holding companies and European Union parent mixed financial holding companies , certain branches of insurance and reinsurance undertakings that are established outside the European Union according to IRRD, any other entity that falls within the scope of application of the IRRD as finally transposed under Italian law, or any entity designated as such under the laws and regulations in effect or which will be in effect in Italy applicable to the Issuer or other members of its group;

(iv) a reference to the **Relevant Resolution Authority** is to the *Istituto per la Vigilanza sulle Assicurazioni* (**IVASS**) and/or any insurance resolution authority as determined by the IRRD or any other authority designated as such under the laws and regulations in effect or which will be in effect in Italy applicable to the Issuer or other members of its Group;

(v) **IRRD** means the proposal for a Directive of the European Parliament and of the Council establishing a framework for the recovery and resolution of insurance and reinsurance undertakings and amending Directives 2002/47/EC, 2004/25/EC, 2009/138/EC, (EU) 2017/1132 and Regulations (EU) No 1094/2010 and (EU) No 648/2012 as adopted by the European Parliament, plenary sitting, on 23 April 2024.

No repayment or payment of the Amounts Due will become due and payable or be paid after the exercise of the Bail-in Power by the Relevant Resolution Authority with respect to the Issuer unless, at the time such repayment or payment, respectively, is scheduled to become due, such repayment or payment would be permitted to be made by the Issuer under the laws and regulations in effect in Italy and the European Union applicable to the Issuer or other members of its Group.

Upon the exercise of any Bail-in Power by the Relevant Resolution Authority with respect to the Notes, the Issuer will provide a written notice to the Noteholders in accordance with Condition 14 (*Notices*) as soon as practicable regarding such exercise of the Bail-in Power. The Issuer will also deliver a copy of such notice to the Principal Paying Agent for informational purposes, although the Principal Paying Agent shall not be required to send such notice to Noteholders. 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 above.

Neither a cancellation of the Notes, a reduction, in whole or in part, of the Amounts Due, the conversion thereof into another security or obligation of the Issuer or another person, as a result of the exercise of the Bail-in Power by the Relevant Resolution Authority with respect to the Issuer, nor the exercise of any Bail-in Power by the Relevant Resolution Authority with respect to the Notes will constitute a default or an event of default or otherwise constitute non-performance of a contractual obligation, or entitle the Noteholder to any remedies (including equitable remedies) under these Conditions which are hereby expressly waived.

No expenses necessary for the procedures under this Condition 20, including, but not limited to, those incurred by the Issuer and the Principal Paying Agent, shall be borne by any Noteholder.

TERMS AND CONDITIONS OF TIER 2 NOTES IN DEMATERIALISED FORM

The following is the text of the terms and conditions of the Notes issued in dematerialised form (the ***Dematerialised Notes*** *or the* ***Notes****). Reference should be made to the applicable Final Terms for a description of the content of Final Terms which will specify which of the terms and conditions set out below are to apply in relation to the relevant Notes.*

Any reference in these terms and conditions to ***Noteholders*** *or* ***holders*** *in relation to any Notes shall mean the beneficial owners of the Notes and evidenced in book entry form with 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 joint regulation of CONSOB and Bank of Italy 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. Euroclear Bank S.A./N.V. (****Euroclear****) and Clearstream Banking S.A (****Clearstream, Luxembourg****) are intermediaries authorised to operate through Monte Titoli.*

This Note is one of a Series (as defined below) of Notes issued by UnipolSai Assicurazioni S.p.A. (**UnipolSai** or the **Issuer**) pursuant to the Agency Agreement (as defined below).

The Notes have the benefit of an Agency Agreement governed by Italian law (as amended and/or supplemented and/or restated from time to time, the **Agency Agreement for the Dematerialised Notes** or the **Agency Agreement**) dated 13 May 2024 and made between the Issuer and BNP Paribas, Italian Branch as issuing and principal paying agent and agent bank (the **Agent**, which expression shall include any successor agent) and the other paying agents named therein (together with the Agent, the **Paying Agents**, which expression shall include any additional or successor paying agents).

The holders for the time being of the Notes shall hereafter be referred to as the **Noteholders** or **holders** of the Notes, which expression shall be construed as provided below and are to the beneficial owners of Notes issued in dematerialised form and evidenced in book entry form with Monte Titoli S.p.A. 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 joint regulation issued by CONSOB and the Bank of Italy dated 13 August 2018, as amended, supplemented or replaced 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. Euroclear Bank SA/NV (**Euroclear**) and Clearstream Banking, société anonyme (**Clearstream, Luxembourg**) are intermediaries authorised to operate through Monte Titoli.

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 or through Euroclear and Clearstream, Luxembourg to the accounts with Euroclear and Clearstream, Luxembourg of the beneficial owners of those Notes, in accordance with the rules and procedures of Monte Titoli, Euroclear or Clearstream, Luxembourg, as the case may be. 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 and includes any depositary banks appointed by Euroclear and Clearstream, Luxembourg.

As used herein, **Tranche** means Notes which are identical in all respects (including as to listing and admission to trading) and **Series** means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (a) expressed to be consolidated and form a single series and (b) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices. Each Tranche is the subject of final terms (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 applicable Final Terms.

Copy of the Agency Agreement is available for inspection during normal business hours at the specified office of each of the Paying Agents. Copies of the applicable Final Terms are available for viewing at the registered office of the Issuer and of the Agent and copies may be obtained from those offices save that, if this Note is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under Regulation (EU) 2017/1129 (the **Prospectus Regulation**), the applicable Final Terms will only be obtainable by a Noteholder holding one or more Notes and such Noteholder must produce evidence satisfactory to the Issuer and the relevant Paying Agent as to its holding of such Notes and identity. If the Notes are to be admitted to trading on the regulated market of the Luxembourg Stock Exchange the applicable Final Terms will be published on the website of the Luxembourg Stock Exchange (www.luxse.com). The Noteholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement and the applicable Final Terms which are applicable to them. The statements in the Conditions include summaries of, and are subject to, the detailed provisions of the Agency Agreement.

Words and expressions defined in the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in the Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

In the Conditions, **euro** means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

1. Form, Denomination and Title

The Notes will be held in dematerialised form on behalf of the beneficial owners by Monte Titoli for the account of the relevant Monte Titoli Account Holders as of their respective date of issue, in the currency (the **Specified Currency**) and the denominations (the **Specified Denomination(s)**) specified in the applicable Final Terms. Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination. Monte Titoli shall act as depository for Euroclear and Clearstream, Luxembourg. The Notes will at all times 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 Joint Regulation. No physical document of title will be issued in respect of the Notes. For so long as the Notes are held by Monte Titoli, they will be transferable only in accordance with the rules and procedures for the time being of Monte Titoli.

In determining whether a particular person is entitled to a particular nominal amount of notes, the Paying Agents may rely, without liability, on such evidence and/or information and/or certification as it shall, in its absolute discretion, think fit and, if it does so rely, such evidence and/or information and/or certification shall, in the absence of manifest error, be conclusive and binding on all concerned.

References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be to the records for which Monte Titoli acts as depository.

This Note may be a Fixed Rate Note, a Floating Rate Note, a Reset Note, or a combination of any of the foregoing, depending upon the Interest Basis shown in the applicable Final Terms.

2. Status of the Notes

2.1 Subordination

2.1.1 The Notes are direct, unconditional, subordinated and unsecured obligations of the Issuer and rank, in each case in accordance with and subject to mandatory applicable law, *pari passu* among themselves and:

(a) junior to (x) any Senior Notes; (y) any other unsubordinated obligations of the Issuer (including policyholders of the Issuer); and (z) any other subordinated obligations of the Issuer which rank, or are expressed to rank, senior to the Notes;

(b) at least equally with all other outstanding present and future subordinated obligations of the Issuer having a specified maturity date (save for those that rank, or are expressed to rank, senior or junior to the Notes) and any other subordinated obligations of the Issuer which rank, or are expressed to rank, *pari passu* with the Notes (including all other dated subordinated obligations qualifying as Tier 2 Own Funds, including as a result of grandfathering); and

(c) senior to the Issuer's payment obligations in respect of (x) any Junior Securities and (y) any other subordinated obligation of the Issuer which are or would, but for any applicable limitation on the amount of such capital, be eligible for a regulatory treatment as Tier 1 Own Funds, including as a result of grandfathering;

in each case, save for certain obligations required to be preferred by law.

Applicable Regulations means, at any time, any legislation, rules, guidelines, regulations or expectations set forth in applicable supervisory statements (whether having the force of law or otherwise) then applicable to the Issuer or the Group relating to own funds, capital resources, capital requirements, financial adequacy requirements, solvency margin or other prudential matters (including, if applicable to the Issuer or the Group, regulatory provisions with respect to internationally active insurance groups and global systemically important insurers) and without limitation to the foregoing, includes (to the extent then applying as aforesaid) the Solvency II Directive, the Solvency II Regulation and regulatory technical standards adopted in relation thereto, together with any other capital requirements or regulatory capital rules (including guidelines or recommendations by the European Insurance and Occupational Pensions Authority (or any successor authority), official application or interpretation of the Relevant Supervisory Authority and applicable decision of any court or tribunal) as well as, to the extent applicable and where the context requires, IRRD (as and when adopted and in the manner finally transposed in Italy), in each case, from time to time applicable to the Issuer and/or the Group.

Group means the Issuer and its Subsidiaries.

Junior Securities means (a) all classes of share capital of the Issuer (including all categories of savings shares and any preference shares); (b) any preferred securities or similar instruments, or any other securities, issued by or other obligations of the Issuer which rank or are expressed to rank junior to the Notes; and (c) any guarantee or similar instrument granted by the Issuer which ranks or is expressed to rank junior to the Notes.

IRRD means the proposal for a Directive of the European Parliament and of the Council establishing a framework for the recovery and resolution of insurance and reinsurance undertakings and amending Directives 2002/47/EC, 2004/25/EC, 2009/138/EC, (EU) 2017/1132 and Regulations (EU) No 1094/2010 and (EU) No 648/2012 as adopted by the European Parliament, plenary sitting, on 23 April 2024.

Relevant Supervisory Authority means the *Istituto per la Vigilanza sulle Assicurazioni* (IVASS), or any successor entity of IVASS, or any other competent lead regulator to which the Issuer and/or the Group becomes subject and, where the context requires, any authority (if different) having responsibility for the recovery and resolution of the Issuer and/or the Group under the Applicable Regulations.

Senior Notes means notes which are direct, unsubordinated and unsecured obligations of the Issuer that rank (save for certain obligations required to be preferred by law) at least equally with all other present and future unsecured and unsubordinated obligations of the Issuer, from time to time outstanding.

Solvency II Directive means Directive 2009/138/EC of the European Parliament and of the Council of 25 November 2009 on the taking up and pursuit of the business of insurance and reinsurance (Solvency II), as amended.

Solvency II Regulation means Commission Delegated Regulation (EU) 2015/35 of 10 October 2014 supplementing Directive 2009/138/EC of the European Parliament and of the Council on the taking up and pursuit of the business of insurance and reinsurance (Solvency II), as amended (including as amended by Commission Delegated Regulation (EU) 2019/981 of 8 March 2019).

Tier 1 Own Funds means own funds classified as Tier 1 under the Applicable Regulations.

Tier 2 Own Funds means own funds classified as Tier 2 under the Applicable Regulations.

2.2 Waiver of set-off

Each Noteholder unconditionally and irrevocably waives any right of set-off, netting, counterclaim, compensation or retention in respect of any amount owed to it by the Issuer in respect of, or arising from, the Notes.

3. Deferral of Interest

3.1 Optional Deferral of Interest

(a) This Condition 3.1 shall apply if the applicable Final Terms state Optional Deferral of Interest applies.

(b) If the Optional Deferral Conditions are met on an Interest Payment Date, the Issuer may elect, by giving notice to the Noteholders pursuant to Condition 3.5 (*Notice of Interest Deferral*) below, to defer payment of all (or some only) of the interest accrued to such Interest Payment Date.

Optional Deferral Conditions shall be met on an Interest Payment Date if the Optional Deferral Trigger has occurred with reference to such Interest Payment Date.

(c) If the Issuer elects to defer an interest payment pursuant to this Condition 3.1, it shall not have any obligation to make such interest payment on the relevant Interest Payment Date and the failure to pay such interest shall not constitute a default of the Issuer or any other breach of obligations under the Conditions or for any purpose.

3.2 Mandatory Deferral of Interest

(a) If the Mandatory Deferral Conditions are met on an Interest Payment Date, the Issuer must, by giving notice to the Noteholders pursuant to Condition 3.5 (*Notice of Interest Deferral*) below, defer payment of all of the interest accrued to such Interest Payment Date.

Mandatory Deferral Conditions shall be met on an Interest Payment Date if the Mandatory Deferral Trigger has occurred with reference to such Interest Payment Date.

(b) If the Issuer is required to defer an interest payment pursuant to this Condition 3.2, it shall not have any obligation to make such interest payment on the relevant Interest Payment Date, and the failure to pay such interest shall not constitute a default of the Issuer or any other breach of obligations under the Conditions or for any purpose.

3.3 Relevant definitions

For the purposes of these Conditions:

Look Back Period means, as indicted in the applicable Final Terms, either Look Back Period A or Look Back Period B.

Look Back Period A means the six-month (or three-month for Relevant Securities (other than shares) where remuneration is paid every three months) period prior to the relevant Interest Payment Date.

Look Back Period B means the 12-month (or six-month or three-month, respectively, for Relevant Securities (other than shares) where remuneration is paid every 6 months or 3 months, respectively) period prior to the relevant Interest Payment Date.

Mandatory Deferral Trigger means, in respect of an Interest Payment Date, that a Regulatory Deficiency is continuing on such Interest Payment Date, or payment of interest accrued to such Interest Payment Date (and, if relevant, any Arrears of Interest) would itself cause a Regulatory Deficiency provided, however, that a Mandatory Deferral Trigger will not have occurred in relation to such payment of interest and, if relevant, Arrears of Interest (or such part thereof) on such Interest Payment Date if, cumulatively:

(i) such Regulatory Deficiency is of the type described in paragraph (ii) of the definition of Regulatory Deficiency;

(ii) the Relevant Supervisory Authority has exceptionally waived the deferral of such interest payment (and, if relevant, any Arrears of Interest);

(iii) the Relevant Supervisory Authority has confirmed to the Issuer that it is satisfied that payment of such interest (and, if relevant, any Arrears of Interest) would not further weaken the solvency position of the Issuer; and

(iv) the Minimum Capital Requirement will be complied with immediately following payment of such interest (and, if relevant, any Arrears of Interest) is made.

Minimum Capital Requirement means the minimum capital requirement of the Issuer on a solo basis, or the minimum for the group Solvency Capital Requirement or the minimum consolidated group Solvency Capital Requirement (as applicable) defined and/or referred to in the Applicable Regulations: (x) of the Issuer; and/or (y) if the Issuer is part of a larger group of companies headed by a parent company that is itself subject to supervision under Solvency II, for so long as the Issuer falls within the Solvency II scope of consolidation of such parent company, of the Issuer's parent company (calculated on the basis of its Solvency II scope of consolidation).

Optional Deferral Trigger, in respect of an Interest Payment Date, means that no Mandatory Deferral Trigger is occurring as at such Interest Payment Date and prior to which, during the Look Back Period preceding such Interest Payment Date, none of the following has occurred:

(i) a dividend or other distribution has been declared, made or approved or set aside for payment in respect of any Relevant Securities (other than a Permitted Distribution, any scrip dividend or a declaration, payment or distribution on Relevant Securities which is mandatory in accordance with the terms and conditions of such security); or

(ii) the Issuer or any of its Subsidiaries has redeemed, repurchased or acquired any Relevant Securities (other than a Permitted Repurchase or a redemption, repurchase or acquisition of Relevant Securities which is mandatory in accordance with the terms and conditions of such security or any redemption, repurchase or acquisition made below par),

provided that the Optional Deferral Trigger shall be deemed to have occurred notwithstanding a partial distribution has been declared, made, approved or set aside for payment in respect of a Parity Security during the Look Back Period, provided that in this case interest on the Notes shall be deferred only partially and in the same proportion that the distribution that remains unpaid on such Parity Security bears to the full amount of distribution scheduled to be paid on such Parity Security.

Parent Group means, if the Issuer is part of a larger group of companies headed by a parent company, such parent company and its Subsidiaries (including the Issuer).

Parity Securities means (a) any subordinated note or bond issued by the Issuer or other securities issued by or other obligations of the Issuer which rank or are expressed to rank equally with the Notes; or (b) any subordinated note or bond issued by the Issuer or other securities issued by a Subsidiary of the Issuer which have the benefit of a guarantee or similar instrument from the Issuer, which guarantee or instrument ranks or is expressed to rank equally with the Notes.

Permitted Distribution means payment of interest on any Parity Security or on any *pari passu* claim rateably and in proportion to the respective amounts as at such Interest Payment Date of (x) accrued and unpaid interest on such Parity Security or, as the case may be, such *pari passu* claim, on the one hand; and (y) accrued and unpaid interest on the Notes, on the other hand.

Permitted Repurchase means any redemption, repurchase or other acquisition relating to or as a result of (1) any redemption, repurchase or other acquisition of Relevant Securities held by any member of the Group or (if applicable) the Parent Group; (2) a reclassification of the equity share capital of the Issuer or any of its Subsidiaries, or the exchange or conversion of one class or series of equity share capital of the Issuer or any of its Subsidiaries for another class or series of equity share capital; (3) the purchase of fractional interests in the share capital of the Issuer or any of its Subsidiaries pursuant to the conversion or exchange provisions of such security being converted or exchanged; (4) any redemption or other acquisition of Junior Securities of the Issuer in connection with a levy or execution for satisfaction of a claim by the Issuer or any of its Subsidiaries; or (5) any redemption or other acquisition of Junior Securities of the Issuer in connection with the satisfaction by the Issuer or any of its Subsidiaries of obligations under any employee benefit plan or similar arrangement. The purchase of ordinary shares of UnipolSai by Unipol Gruppo S.p.A. in the context of the proposed merger between UnipolSai and Unipol Gruppo S.p.A. shall be considered as a Permitted Repurchase.

A **Regulatory Deficiency** shall be deemed to have occurred if:

(i) payment of the relevant interest and/or Arrears of Interest may cause the insolvency of the Issuer or may accelerate the process of the Issuer becoming insolvent in accordance with the provisions of the relevant insolvency laws and rules and regulations thereunder (including any applicable decision of a court) applicable to the Issuer from time to time;

(ii) there is non-compliance with the Solvency Capital Requirement at the time for payment of the relevant interest and/or Arrears of Interest, or non-compliance with the Solvency Capital Requirement would occur immediately following, and as a result of making, such payment;

(iii) there is non-compliance with the Minimum Capital Requirement at the time for payment of the relevant interest and/or Arrears of Interest, or non-compliance with the Minimum Capital Requirement would occur immediately following, and as a result of making, such payment; and/or

(iv) the Issuer is for any other reason otherwise required by the Applicable Regulations at the relevant time to defer payment of interest and/or Arrears of Interest.

Relevant Securities means, as stated in the applicable Final Terms: (a) the Junior Securities and the Parity Securities; or (b) the Junior Securities.

Solvency Capital Requirement means the solvency capital requirement of the Issuer on a solo basis, or the group Solvency Capital Requirement defined and/or referred to in the Applicable Regulations: (x) of the

Issuer; and/or (y) if the Issuer is part of a larger group of companies headed by a parent company that is itself subject to supervision under Solvency II, for so long as the Issuer falls within the Solvency II scope of consolidation of such parent company, of the Issuer's parent company (calculated on the basis of its Solvency II scope of consolidation).

3.4 Arrears of Interest

Any unpaid amounts of interest that have been deferred pursuant to Condition 3.1 (*Optional Deferral of Interest*) or Condition 3.2 (*Mandatory Deferral of Interest*) will constitute arrears of interest (**Arrears of Interest**). Arrears of Interest does not accrue interest.

3.5 Notice of Interest Deferral

(a) The Issuer shall give not less than five days' prior notice to the Paying Agents and to the Noteholders in accordance with Condition 12 (*Notices*) of any Interest Payment Date on which, pursuant to the provisions of Condition 3.1 (*Optional Deferral of Interest*), it elects to defer interest and such notice shall include a confirmation of the Issuer's entitlement to defer interest, together with details of the amount of interest to be deferred on such Interest Payment Date and the amount of interest (if any) to be paid on such Interest Payment Date.

(b) The Issuer shall give notice to the Paying Agents and to the Noteholders in accordance with Condition 12 (*Notices*) of any Interest Payment Date on which, pursuant to the provisions of Condition 3.2 (*Mandatory Deferral of Interest*), it is required to defer interest and such notice shall include a confirmation of the Issuer's obligation to defer. Such notice shall be given by the Issuer as soon as reasonably practicable and, in any event, no later than three days following the relevant Interest Payment Date on which interest is deferred, provided that any failure to deliver such notice shall not invalidate the relevant deferral of interest.

3.6 Settlement of Arrears of Interest

(a) *Optional payment of Arrears of Interest*

Arrears of Interest may be paid in whole or in part, at any time at the option of the Issuer and subject to the provisions of Condition 3.2 (*Mandatory Deferral of Interest*) and subject to any notifications to, or consent from (if and to the extent applicable) the Relevant Supervisory Authority.

(b) *Mandatory payment of Arrears of Interest*

Arrears of Interest shall become due and payable on the earliest of:

(aa) the next Interest Payment Date on which neither the Optional Deferral Conditions nor the Mandatory Deferral Conditions are met;

(bb) the date fixed for any redemption of the Notes pursuant to, as the case may be, Condition 6.1 (*Redemption at Maturity*), Condition 6.2 (*Redemption for tax reasons*), Condition 6.3 (*Redemption at the option of the Issuer (Issuer Call)*), Condition 6.4 (*Clean-up Call Option*), Condition 6.5 (*Make-Whole Redemption Option*), Condition 6.6 (*Optional Redemption due to a Regulatory Event*) or Condition 6.7 (*Optional Redemption due to a Rating Event*) or any purchase of Notes pursuant to Condition 6.9 (*Purchases*); or

(cc) the date on which any winding up, dissolution, insolvent liquidation or bankruptcy (including, *inter alia*, *Liquidazione Coatta Amministrativa*) of the Issuer is commenced or on which the Issuer becomes subject to a liquidation order, subject to any notifications to, or consent from (in either case if and to the extent applicable) the Relevant Supervisory Authority.

(c) *Notice of payment of Arrears of Interest*

The Issuer shall give not less than five days' prior notice to the Paying Agents and to the Noteholders in accordance with Condition 12 (*Notices*) of any date on which any amount of Arrears of Interest will be paid in accordance with this Condition 3.6, provided that if it is not practicable to deliver such notice at least 5 days prior to the relevant payment date, such notice shall be delivered as soon as practicable thereafter.

4. Interest

4.1 Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date (or, if Change of Interest Basis applies, the date from which Fixed Rate of Interest applies, as provided in the applicable Final Terms) at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable – subject to these Conditions – in arrear on the Interest Payment Date(s) in each year (if Change of Interest Basis applies, up to (and including) the final Interest Payment Date in respect of which Fixed Rate of Interest applies, as provided in the applicable Final Terms). Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition (as well after as before 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 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).

Unless provided otherwise in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount. Payments of interest on any Interest Payment Date will, if so specified in the applicable Final Terms, amount to the Broken Amount so specified.

As used in the Conditions, **Fixed Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date.

Except in the case where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to the Calculation Amount and multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Note is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (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.

Calculation Amount means the amount specified as such in the relevant Final Terms.

Day Count Fraction means, in respect of the calculation of an amount of interest in accordance with this Condition 4.1:

(a) if "Actual/Actual (ICMA)" is specified in the applicable Final Terms:

(i) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or

(ii) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

(A) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(B) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year; and

(b) if "30/360" is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.

As used herein:

Determination Period means each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and **sub-unit** means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, one cent.

4.2 Interest on Reset Notes

(a) *Initial Interest Provisions*

Reset Notes bear interest from, and including, the Interest Commencement Date to, but excluding, the Reset Date (or, if there is more than one Reset Period, the first Reset Date occurring after the Issue Date), at the Initial Rate of Interest payable – subject to these Conditions– in arrear on the Interest Payment Date(s) specified in the Final Terms.

(b) *Interest Basis Reset Provisions*

The Notes will bear interest in respect of the Reset Period (or, if there is more than one Reset Period, each successive Reset Period thereafter) at the relevant Reset Rate (as will be determined by the Calculation Agent on the relevant Reset Determination Date in accordance with this Condition 4.2) payable, subject as provided in these Conditions, in arrear on the Interest Payment Date(s) specified in the Final Terms.

Calculation Agent means the Agent or such other 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 amounts as may be specified in the relevant Final Terms.

(c) *Accrual of interest*

Each Note will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 4.2 (as well after as before 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 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 used in these Conditions:

Initial Margin has the meaning specified in the Final Terms.

Mid Swap Benchmark Rate means the benchmark rate specified as such in the applicable Final Terms.

Mid Swap Maturity has the meaning specified in the Final Terms.

Mid Swap Rate means for any Reset Period the arithmetic mean of the bid and offered rates for the fixed leg payable with a frequency equivalent to the frequency with which scheduled interest payments are payable on the Notes during the relevant Reset Period (calculated on the day count basis customary for fixed rate payments in the Specified Currency as determined by the Calculation Agent) of a fixed-for-floating interest rate swap transaction in the Specified Currency which transaction (a) has a term equal to the relevant Reset Period commencing on the relevant Reset Date; (b) is in an amount that is representative for a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market; and (c) has a floating leg based on the Mid Swap Benchmark Rate for the Mid Swap Maturity as specified in the Final Terms (calculated on the day count basis customary for floating rate payments in the Specified Currency as determined by the Calculation Agent).

Reference Bond means for any Reset Period a government security or securities issued by the state responsible for issuing the Specified Currency (which, if the Specified Currency is euro, shall be Germany) selected by the Issuer on the advice of an investment bank of international repute as having an actual or interpolated maturity comparable with the relevant Reset Period that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in the same currency as the Notes and of a comparable maturity to the relevant Reset Period.

Reference Bond Price means, with respect to any Reset Determination Date (A) the arithmetic average of the Reference Government Bond Dealer Quotations for such Reset Determination Date, after excluding the highest and lowest such Reference Government Bond Dealer Quotations; or (B) if the Calculation Agent obtains fewer than four such Reference Government Bond Dealer Quotations, the arithmetic average of all such quotations.

Reference Government Bond Dealer means each of five banks (selected by the Issuer on the advice of an investment bank of international repute), or their affiliates, which are (A) primary government securities dealers, and their respective successors; or (B) market makers in pricing corporate bond issues.

Reference Government Bond Dealer Quotations means, with respect to each Reference Government Bond Dealer and the relevant Reset Determination Date, the arithmetic average, as determined by the Calculation Agent, of the bid and offered prices for the relevant Reference Bond (expressed in each case as a percentage of its nominal amount) at or around the Reset Rate Time on the relevant Reset Determination Date quoted in writing to the Calculation Agent by such Reference Government Bond Dealer.

Reset Date(s) means the date(s) specified in the Final Terms.

Reset Determination Date means, for each Reset Period, the date as specified in the Final Terms falling on or before the commencement of such Reset Period on which the rate of interest applying during such Reset Period will be determined.

Reset Margin means the margin specified as such in the Final Terms.

Reset Period means the period from (and including) the first Reset Date to (but excluding) the Maturity Date (if any) if there is only Reset Period or, if there is more than one Reset Period, each period from (and including) one Reset Date (or the first Reset Date) to (but excluding) the next Reset Date up to (but excluding) the Maturity Date (if any).

Reset Rate for any Reset Period means the sum of (i) the applicable Reset Reference Rate and (ii) the applicable Reset Margin (rounded down to four decimal places, with 0.00005 being rounded down).

Reset Rate Screen Page has the meaning specified in the Final Terms.

Reset Rate Time has the meaning specified in the Final Terms.

Reset Reference Rate means either:

(A) if "Mid Swaps" is specified in the Final Terms, the Mid Swap Rate displayed on the Reset Rate Screen Page at or around the Reset Rate Time on the relevant Reset Determination Date for such Reset Period; or

(B) if "Reference Bond" is specified in the Final Terms, the annual yield to maturity or interpolated yield to maturity (on the relevant day count basis) of the relevant Reference Bond, assuming a price for such Reference Bond (expressed as a percentage of its nominal amount) equal to the relevant Reference Bond Price.

(d) *Reset Rate Screen Page*

If the Reset Rate Screen Page is not available, or the Mid Swap Rate does not appear on the Relevant Screen Page, then subject to Condition 4.4 (*Benchmark discontinuation*), the Calculation Agent shall request each of the Reference Banks to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reset Reference Rate at approximately the Reset Rate Time on the Reset Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with offered quotations, the Reset Rate for the relevant Reset Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations plus or minus (as appropriate) the applicable Reset Margin (if any), all as determined by the Calculation Agent. If on any Reset Determination Date only one or none of the Reference Banks provides the Calculation Agent with an offered quotation as provided in the foregoing provisions of this Condition 4.2, or if on any Reset Determination Date the Calculation Agent is unable to obtain a Reference Bond Price in accordance with the foregoing provisions of this Condition 4.2, the Reset Rate shall be: (A) if Option A is indicated in the applicable Final Terms, (i) in the case of each Reset Period other than the Reset Period commencing on the first Reset Determination Date, the Reset Rate determined in respect of the immediately preceding Reset Determination Date or (ii) in the case of the first Reset Determination Date, the Reset Rate shall be equal to the Initial Rate of Interest minus the Initial Margin plus the Reset Margin; (B) if Option B is indicated in the applicable Final Terms, the Reset Rate that most recently appeared on the Reset Rate Screen Page plus or minus (as appropriate) the applicable Reset Magin (if any), as determined by the Calculation Agent.

For the purpose of this Condition 4.2,

Reference Banks means four (or, if the principal financial centre is Helsinki, five) major banks selected by the Calculation Agent in the swap, money, securities or other market most closely connected with the Reset Reference Rate.

(e) *Calculation of Interest Amount*

The Calculation Agent will calculate the Interest Amount payable on the Reset Notes for each relevant period (in the case of Interest Periods falling after the Reset Date, as soon as practicable after the time at which the Reset Reference Rate is to be determined in relation to such Reset Interest Period) by applying the Initial Rate of Interest or the applicable Reset Rate (as the case may be) to the Calculation Amount and multiplying the product by the relevant Day Count Fraction (as defined in Condition 4.1 (*Interest on Fixed Rate Notes*)) and rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being 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 Note comprises more than one Calculation Amount, the Interest Amount payable in respect of such Note shall be aggregate of the amounts (determined in the manner provided above) for each Calculation Amount comprising the Specified Denomination without any further rounding.

(f) *Publication*

The Calculation Agent will cause the Reset Rate and each Interest Amount for each Reset Period to be notified to the Issuer, the Paying Agents and each competent authority, stock exchange and/or quotation system (if any) by which the Notes have then been admitted to listing, trading and/or quotation as soon as practicable after such determination but in any event not later than the first day of the relevant Interest Period. Notice thereof shall also promptly be given to the Noteholders.

4.3 Interest on Floating Rate Notes

(a) *Interest Payment Dates*

Each Floating Rate Note bears interest from (and including) the Interest Commencement Date (or, if Change of Interest Basis applies, the date from which Floating Rate of Interest applies, as provided in the applicable Final Terms) and such interest will be payable – subject to these Conditions– in arrear on either:

(i) the Specified Interest Payment Date(s) in each year specified in the applicable Final Terms; or

(ii) if no Specified Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each such date, together with each Specified Interest Payment Date, an **Interest Payment Date**) which falls the number of months or other period specified as the Specified Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period.

In these Conditions, **Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date) or the relevant payment date if the Notes become payable on a date other than an Interest Payment Date;

If a Business Day Convention is specified in the applicable Final Terms and (x) if there is no numerically corresponding day in the calendar month in which an Interest Payment Date should occur or (y) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then, if the Business Day Convention specified is:

(A) in any case where Specified Periods are specified in accordance with Condition 4.3(a)(ii) above, the Floating Rate Convention, such Interest Payment Date (a) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of (ii) below shall apply *mutatis mutandis* or (b) in the case of (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the Specified Period after the preceding applicable Interest Payment Date occurred; or

(B) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or

(C) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or

(D) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In these Conditions:

Business Day means a day which is both:

(a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in each Additional Business Centre specified in the applicable Final Terms; and

(b) either (i) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (ii) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer System or any successor or replacement for that system (**T2**) is open.

(b) *Rate of Interest*

The Rate of Interest payable from time to time in respect of Floating Rate Notes will be determined in the manner specified below.

(i) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this subparagraph (i), ISDA Rate for an **Interest Period** means a rate equal to the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as calculation agent for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the **ISDA Definitions**) and under which:

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

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

(C) the relevant Reset Date is as the day specified in the applicable Final Terms.

For the purposes of this subparagraph (i), **Floating Rate**, **Floating Rate Option**, **Designated Maturity** and **Reset Date** have the meanings given to those terms in the ISDA Definitions.

Calculation Agent means the Agent or such other 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 amounts as may be specified in the relevant Final Terms.

Unless otherwise stated in the applicable Final Terms the Minimum Rate of Interest shall be deemed to be zero.

(ii) Screen Rate Determination for Floating Rate Notes

Floating Rate Notes

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

(A) the rate or offered quotation; or

(B) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates or offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate (as specified in the applicable Final Terms) which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at 11.00 a.m. (Relevant Financial Centre time) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent. If five or more of such rates or offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

In the event that the Relevant Screen Page is not available or if, in the case of (A) above, no such rate or offered quotation appears or, in the case of (B) above, fewer than three such rates or offered quotations appear, in each case as at the time specified in the preceding paragraph, the Issuer or, if appointed, the Financial Adviser, shall request each of the Reference Banks to provide the Calculation Agent with its bid rate or offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time (specified in the applicable Final Terms) on the Interest Determination Date in question.

If two or more of the Reference Banks provide the Calculation Agent with bid rates or offered quotations, the Rate of Interest for the Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of the bid rates or offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent.

If on any Interest Determination Date one only or none of the Reference Banks provides the Calculation Agent with a bid rate or an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time (being 11.00 a.m. Brussels time, in the case of a determination of the Euro-zone inter-bank offered rate (EURIBOR)) on the relevant Interest Determination Date in question, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) or the inter-bank market of the Relevant Financial Centre (if any other Reference Rate is used) plus or minus (as appropriate) the specified Margin (if any) or, if fewer than two of the Reference Banks provide the Principal Paying Agent or the Calculation Agent, as applicable with bid rates or offered rates, the bid rate or offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the bid rates or offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time specified in the applicable Final Terms on the relevant Interest Determination Date in question, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for the purpose) informs the Calculation Agent it is quoting to leading banks in the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) or the inter-bank market of the Relevant Financial Centre (if any other Reference Rate is used) plus or minus (as appropriate) the specified Margin (if any);

provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different specified Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the specified Margin relating to the relevant Interest Period in place of the specified Margin relating to that last preceding Interest Period).

For the purpose of this Condition 4.3 (b),

Financial Adviser means an independent and internationally recognised financial adviser selected by the Issuer and, for the avoidance of doubt, not the Calculation Agent; and

Reference Banks means: (a) in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market; and (b) in the case of a determination of a Reference Rate that is not EURIBOR, the principal office of four major banks in the inter-bank market of the Relevant Financial Centre or as specified in the applicable Final Terms, in each case selected by the Issuer or, if appointed, the Financial Adviser.

(c) *Minimum Rate of Interest and/or Maximum Rate of Interest*

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

Unless otherwise stated in the applicable Final Terms, the Minimum Rate of Interest shall be deemed to be zero.

(d) *Determination of Rate of Interest and calculation of Interest Amounts*

The Calculation Agent will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Calculation Agent will calculate the amount of interest (the **Interest Amount**) payable on the Floating Rate Notes for the relevant Interest Period by applying the Rate of Interest to the Calculation Amount

and multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with the applicable market convention. Where the Specified Denomination of a Floating Rate Note is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (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.

Calculation Amount means the amount specified as such in the relevant Final Terms.

Day Count Fraction means, in respect of the calculation of an amount of interest in accordance with this Condition 4.3:

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

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

(iii) if "Actual/365 (Sterling)" is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;

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

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

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

"Y_1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M_1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls ;

"M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

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

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

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

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

”Y_1" is the year, expressed as a number, in which the first day of the Interest Period falls;

”Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

”M_1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

”M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

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

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

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

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1) + [30 \times (M_2 - M_1)]] + (D_2 - D_1)}{36\text{“}}$$

”Y_1" is the year, expressed as a number, in which the first day of the Interest Period falls;

”Y_2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

”M_1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

”M_2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

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

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

(e) *Linear Interpolation*

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

Designated Maturity means, in relation to Screen Rate Determination, the period of time designated in the Reference Rate.

(f) *Notification of Rate of Interest and Interest Amounts*

Subject to Condition 4.4 (*Benchmark Discontinuation*), the Calculation Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Issuer and any stock exchange on which the relevant Floating Rate Notes are for the time being listed (by no later than the first day of each Interest Period) and notice thereof to be published in accordance with Condition 12 (*Notices*) as soon as possible after their determination but in no event later than the fourth Luxembourg Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to each stock exchange on which the relevant Floating Rate Notes are for the time being listed and to the Noteholders in accordance with Condition 12 (*Notices*). For the purposes of this paragraph, the expression **Luxembourg Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in Luxembourg.

4.4 Benchmark discontinuation

Notwithstanding the provisions above in Condition 4.2 (*Interest on Reset Notes*) and Condition 4.3 (*Interest on Floating Rate Notes*), if a Benchmark Event occurs (as determined by the Issuer) in relation to an Original Reference Rate when any required Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the following provisions of this Condition 4.4 shall apply.

4.4.1 ***Independent Adviser***: The Issuer shall use its reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, with a view to determining a Successor Rate, failing which an Alternative Rate (in accordance with Condition 4.4.2) and, in either case, an Adjustment Spread if any (in accordance with Condition 4.4.3) and whether any Benchmark Amendments (in accordance with Condition 4.4.4) are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread.

The Independent Adviser appointed pursuant to this Condition 4.4.1 shall act in good faith and in a commercially reasonable manner as an expert and in consultation with the Issuer. In the absence of bad faith, fraud and gross negligence, the Independent Adviser shall have no liability whatsoever to the Issuer, the

Agent, the Paying Agents, the Noteholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 4.4.

4.4.2 ***Successor Rate or Alternative Rate*:** If the Independent Adviser, acting in good faith and in a commercially reasonable manner, determines that:

(A) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 4.4), with effect as from the date or, as the case may be, Interest Period, as specified in the notice delivered pursuant to Condition 4.4.5 below; or

(B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 4.4), with effect as from the date or, as the case may be, Interest Period, as specified in the notice delivered pursuant to Condition 4.4.5 below.

4.4.3 ***Adjustment Spread*:** If the Independent Adviser determines (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or the formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be).

4.4.4 **Benchmark Amendments**

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread (if any) is determined in accordance with this Condition 4.4 and the Independent Adviser determines (A) that amendments to these Conditions and/or the relevant Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or (in either case) the applicable Adjustment Spread (if any) and/or necessary or appropriate to comply with any applicable regulation or guidelines on the use of benchmarks or other related documents issued by the competent regulatory authority (such amendments, the **Benchmark Amendments**) and (B) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 4.4.5 and subject (to the extent required) to giving any notice required to be given to, and receiving any consent required from, or non-objection from, the competent authority, without any requirement for the consent or approval of Noteholders, vary these Conditions and/or the relevant Agency Agreement to give effect to such Benchmark Amendments (subject to prior agreement with the Calculation Agent or Paying Agent, if required under the relevant Agency Agreement) with effect from the date specified in such notice.

In connection with any such variation in accordance with this Condition 4.4.4 the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

4.4.5 **Notices, etc.**

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 4.4 will be notified at least 10 Business Days (or such shorter period as may be agreed between the Issuer and the Agent, Calculation Agent and/or Paying Agents (as appropriate)) prior to the relevant Interest Determination Date by the Issuer to the Agent, Calculation Agent, the Paying Agents and, in accordance with Condition 12 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify (*inter alia*) the effective date of the Benchmark Amendments, if any.

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

(a) confirming (i) that a Benchmark Event has occurred, (ii) the Successor Rate or, as the case may be, the Alternative Rate and, (iii) where applicable, any Adjustment Spread and/or the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 4.4; and

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

(c) certifying that (i) the Issuer has duly consulted with an Independent Adviser with respect to each of the matters above or, if that is not the case, (ii) explaining, in reasonable detail, why the Issuer has not done so.

The Agent shall display such certificate at its offices, for inspection by the Noteholders at all reasonable times during normal business hours.

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

Notwithstanding any other provision of this Condition 4.4, if following the determination of any Successor Rate, Alternative Rate, Adjustment Spread or Benchmark Amendments (if any), in the Calculation Agent's opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this Condition 4.4, the Calculation Agent shall promptly notify the Issuer thereof and the Issuer shall (following consultation with the Independent Adviser, if appointed) direct the Calculation Agent in writing as to which alternative course of action to adopt. If the Calculation Agent is not promptly provided with such direction, or is otherwise unable (other than due to its own gross negligence, wilful default or fraud) to make such calculation or determination for any reason, it shall notify the Issuer thereof and the Calculation Agent shall be under no obligation to make such calculation or determination and (in the absence of such gross negligence, wilful default or fraud) shall not incur any liability for not doing so.

4.4.6 **Survival of Original Reference Rate**

Without prejudice to the obligations of the Issuer under Condition 4.4.1 to 4.4.5, the Original Reference Rate and the fallback provisions provided for in Condition 4.2(d) (*Interest on Reset Notes – Reset Rate Screen Page*) or Condition 4.3.2(b)(ii) (*Interest on Floating Rate Notes – Rate of Interest – Screen Rate Determination for Floating Rate Notes*) as applicable will continue to apply unless and until the Agent, the Calculation Agent and the Noteholders have been notified of the Successor Rate or the Alternative Rate (as the case may be), and any Adjustment Spread and Benchmark Amendments, in accordance with Condition 4.4.5.

For the avoidance of doubt, if (i) the Issuer is unable to appoint and consult with an Independent Adviser, or (ii) the Independent Adviser appointed by the Issuer fails to determine a Successor Rate or Alternative Rate (as applicable) on or before the date falling five Business Days prior to the Interest Determination Date (or Reset Determination Date) relating to the next Interest Period, or if a Successor Rate or an Alternative Rate is not determined or adopted pursuant to the operation of this Condition 4.4 prior to such date, then the Rate of Interest (or the Reset Rate of Interest) for the next Interest Period shall be equal to the Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Period shall be substituted in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Period. For the avoidance of doubt, this Condition 4.4.6 shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, this Condition 4.4.6.

Notwithstanding any other provision of this Condition 4.4, no Successor Rate or Alternative Rate will be adopted, nor will the applicable Adjustment Spread be applied, nor will any Benchmark Amendments be made, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to cause the then current or future disqualification of the Notes as Tier 2 capital.

4.4.7 **Definitions**

For the purposes of this Condition 4.4, unless defined above:

Adjustment Spread means either (a) a spread (which may be positive, negative or zero), or (b) the formula or methodology for calculating a spread, in either case, which the Independent Adviser determines (acting in good faith and in a commercially reasonable manner) is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the extent reasonable practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which is notified by the Issuer to the Calculation Agent and which:

(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 Original 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 Rate, the Independent Adviser (acting in a commercially reasonable manner and in good faith) determines, following consultation with the Independent Adviser, is customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or

(iii) if the Independent Adviser determines that no such spread, formula or methodology is customarily applied, the Independent Adviser determines, is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be) or reflects an industry-accepted rate, formula or methodology in the international debt capital market for transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or

(iv) if the Independent Adviser determines that no such industry standard is recognised or acknowledged and no such rate, formula or methodology is industry-accepted, the Independent Adviser determines (acting in good faith and in a commercially reasonable manner) to be appropriate.

Alternative Rate means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 4.4.2 and notifies to the Calculation Agent, which is customary in market usage or is an industry-accepted rate in international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Notes with an interest period of a comparable duration to the relevant Interest Period.

Benchmark Amendments has the meaning given to it in Condition 4.4.4.

Benchmark Event means, with respect to an Original Reference Rate:

(i) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist or ceasing to be administered on a permanent or indefinite basis; or

(ii) the making of a public statement by the administrator of the Original Reference Rate that it (i) will, by a specified date within the following six months, cease publishing or (ii) has ceased to publish the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or

(iii) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will be permanently or indefinitely discontinued; or

(iv) the making of a public statement by the supervisor of the administrator of the Original Reference Rate, as a consequence of which the Original Reference Rate will be prohibited from being used either generally or in respect of the Notes, in each case within the following six months, or is no longer (or will no longer) be representative of its underlying market or that its use will be subject to restrictions or adverse consequences, in each case in circumstances where the same will be applicable to the Notes; or

(v) any event or circumstance whereby it has or will, by a specified date within the following six months, become unlawful for any Paying Agent, the Calculation Agent or the Issuer to calculate any payments due to be made to any Noteholder using the Original Reference Rate ; or

(vi) a public statement by the supervisor of the administrator of the Original Reference Rate, an insolvency official with jurisdiction over the administrator of the Original Reference Rate, a resolution authority with jurisdiction over the administrator of the Original Reference Rate or a court or an entity with similar insolvency or resolution authority over the administrator of the Original Reference Rate, which states that the administrator of the Original Reference Rate has ceased or will, within a specified period of time, cease to provide the Original Reference Rate permanently or indefinitely, provided that, where applicable, such period of time has lapsed and provided further that at the time of cessation, there is no successor administrator that will continue to provide the Original Reference Rate.

The occurrence of a Benchmark Event shall be determined by the Issuer and promptly notified to the Agent, the Calculation Agent and the Paying Agents. For the avoidance of doubt, neither the Agent, the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination.

Independent Adviser means an independent financial institution of international repute or an independent financial adviser of recognised standing with appropriate expertise appointed by the Issuer at its own expense under Condition 4.4.1.

Original Reference Rate means the benchmark or screen rate (as applicable) originally specified for the purpose of determining the relevant Rate of Interest (or any relevant component part(s) thereof) on the Notes.

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, the European Systemic Risk Board, or any part thereof.

Successor Rate means the rate that the Independent Adviser determines is a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

4.5 Certificates to be final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of Condition 4.2 (*Interest on Reset Notes*) or Condition 4.3 (*Interest on Floating Rate Notes*), by the Calculation Agent shall (in the absence of wilful default, bad faith, manifest error or proven error) be binding on the Issuer, the Agent, the other Paying Agents and all Noteholders and (in the absence of wilful default or bad faith) no liability to the Issuer or the Noteholders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

4.6 Accrual of interest

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

(a) the date on which all amounts due in respect of such Note have been paid; and

(b) five days after the date on which the full amount of the moneys payable in respect of such Note has been received by the Agent and notice to that effect has been given to the Noteholders in accordance with Condition 12 (*Notices*).

5. Payments

5.1 Method of payment

Subject as provided below:

(a) *Principal and interest:* 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 or through Euroclear and Clearstream, Luxembourg to the accounts with Euroclear and Clearstream, Luxembourg of the beneficial owners of those Notes, in accordance with the rules and procedures of Monte Titoli, Euroclear or Clearstream, Luxembourg, as the case may be.

For the avoidance of doubt, payments to Monte Titoli or to its order shall to the extent of amounts so paid constitute the discharge of the Issuer of its liabilities under the Notes.

(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 8 (*Taxation*) and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the Code) or otherwise imposed pursuant to Section 1471 through 1474 of the Code, any regulation or agreements thereunder, official interpretations thereof, or any law implementing an intergovernmental approach thereto.

Payments will be subject in all cases to: (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 8 (*Taxation*); and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

5.2 Payment Day

If the date for payment of any amount in respect of any Note is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, **Payment Day** means:

(i) a day on which (subject to Condition 9 (*Prescription*)) Monte Titoli is open for business; and

(ii) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively) or (B) in relation to any sum payable in euro, a day on which the T2 is open.

5.3 Interpretation of principal and interest

Any reference in the Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

(a) the Final Redemption Amount of the Notes;

(b) the Early Redemption Amount of the Notes;

(c) the Optional Redemption Amount (if any) of the Notes;

(d) the Optional Redemption Amount (Clean-Up) or the Make-Whole Redemption Amount (if any) of the Notes; and

(e) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in the Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 8 (*Taxation*).

Early Redemption Amount means, as applicable, the Early Redemption Amount (Tax), Early Redemption Amount (Regulatory), Early Redemption Amount (Rating) or Early Redemption Amount (Enforcement Event).

6. Redemption and Purchase

6.1 Redemption at Maturity

(a) Unless previously redeemed or purchased and cancelled, the Notes will, subject to the provisions of Condition 7 (*Conditions for Redemption and Purchase*), be redeemed at their Final Redemption Amount together with accrued interest by the Issuer in the relevant Specified Currency on the Maturity Date.

(b) The Notes may not be redeemed at the option of Noteholders.

Final Redemption Amount means the amount specified in the applicable Final Terms. The Final Redemption Amount will always be at least 100 per cent. of the nominal amount of the Notes.

6.2 Redemption for tax reasons

(a) The Issuer may, subject to the provisions of Condition 7 (*Conditions for Redemption and Purchase*), at its option redeem the Notes in whole, but not in part, at any time (if this Note is not a Floating Rate Note) or on any Interest Payment Date (if this Note is a Floating Rate Note), on giving not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms to the Agent and, in accordance with Condition 12 (*Notices*), to the Noteholders (which notice shall, subject to the provisions of Condition 7 (*Conditions for Redemption and Purchase*), be irrevocable), if:

(A) (x) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 8 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 8 (*Taxation*)) or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date of the last Tranche of the Notes; and (y) such obligation cannot be avoided by the Issuer taking reasonable measures available to it; or

(B) (x) deductibility of interest payable by the Issuer in respect of the Notes is materially reduced for income tax purposes as a result of any change in, or amendment to, the laws or regulations or applicable accounting standards of the Tax Jurisdiction, or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date of the last Tranche of the Notes; and (y) such non-deductibility cannot be avoided by the Issuer taking reasonable measures available to it,

(each of (A) and (B) a **Tax Event**),

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be, in the case of (A), obliged to pay such additional amounts if a payment in respect of the Notes were then due or, in the case of (B), unable to deduct such amounts for income tax purposes.

(b) Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall deliver to the Agent to make available at its specified office to the Noteholders: (i) a certificate signed by a duly authorised representative 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 (ii) an opinion of independent legal or tax advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts or, in the case of (B), the Issuer is unable to deduct such amounts for income tax purposes, in each case, as a result of such change or amendment.

(c) Notes redeemed pursuant to this Condition 6.2 will be redeemed at their Early Redemption Amount (Tax) together (if appropriate) with interest accrued to (but excluding) the date of redemption.

Early Redemption Amount (Tax) means the amount specified in the applicable Final Terms (where if Make Whole Amount is specified, it shall have the meaning given in Condition 6.8 (*Early Redemption Amounts*) below), provided that if the Issuer Call is specified in the applicable Final Terms as being applicable and the scheduled optional redemption date of the Notes falls on or after the Optional Redemption Date (Call), the Early Redemption Amount (Tax) shall equal the Optional Redemption Amount.

6.3 Redemption at the option of the Issuer (Issuer Call)

(a) This Condition 6.3 applies to Notes only and if Issuer Call is specified in the applicable Final Terms as being applicable.

(b) If Issuer Call is specified as being applicable in the applicable Final Terms, the Issuer may, subject to the provisions of Condition 7 (*Conditions for Redemption and Purchase*), at its option, having given not less than the minimum period nor more than the maximum period of notice specified in applicable Final Terms to the Noteholders (which notice shall, subject to the provisions of Condition 7 (*Conditions for Redemption and Purchase*), be irrevocable and shall specify the date fixed for redemption), redeem all but not some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date.

Optional Redemption Date means each date indicated as such in the applicable Final Terms, the first such date being the **Optional Redemption Date (Call)**.

Optional Redemption Amount means the amount specified in the applicable Final Terms.

6.4 Clean-Up Call Option

This Condition 6.4 applies only if Clean-Up Call is specified in the applicable Final Terms as being applicable.

In the event that at least 75% (the **Clean-Up Percentage**) of the initial aggregate principal amount of the Notes (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) has been purchased or redeemed by the Issuer, the Issuer may, subject to provisions of Condition 7 (*Conditions for Redemption and Purchase*), at its option (having given not less than the minimum period nor more than the maximum period of notice specified in applicable Final Terms to the Noteholders (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem all of the Notes then outstanding at the Optional Redemption Amount (Clean-Up) together, if appropriate, with interest accrued to (but excluding) the date set for redemption.

Optional Redemption Amount (Clean-Up) means the amount specified in the applicable Final Terms (where if Make Whole Amount is specified, it shall have the meaning given in Condition 6.8 (*Early Redemption Amounts*) below).

6.5 Make-Whole Redemption Option

(a) This Condition 6.5 applies only if Make-Whole Redemption Option is specified in the applicable Final Terms as being applicable.

The Issuer may, at its option and without any requirement for the consent or approval of the Noteholders (having given not less than the minimum period nor more than the maximum period of notice specified in applicable Final Terms to the Noteholders, at any time or from time to time prior to the Maturity Date commencing from the Make-Whole Redemption Commencement Date specified in the Final Terms (each such date on which the Notes are to be so redeemed, a Make-Whole Redemption Date) or during such other period as specified in the Final Terms (the Make-Whole Period) redeem the Notes, in whole or in part, at the

Make-Whole Redemption Amount together with any interest accrued to (but excluding) the date set for redemption.

Make-Whole Redemption Amount means the Make-Whole Amount or, if different, such other amount specified in the applicable Final Terms. If Make Whole Amount is specified, it shall have the meaning given in Condition 6.8 (Early Redemption Amounts) below).

(b) Any such notice of redemption may, at the Issuer's discretion, be subject to one or more conditions precedent, in which case such notice shall state that, in the Issuer's discretion, the Make-Whole Redemption Date may be delayed until such time as any or all such conditions shall be satisfied (or waived by the Issuer in its sole discretion), or such redemption may not occur and such notice may be rescinded in the event that any or such conditions shall not have been satisfied (or waived by the Issuer in its sole discretion) by the Make-Whole Redemption Date, or by the Make-Whole Redemption Date so delayed

In the case of a partial redemption of Notes, the Notes to be redeemed (Redeemed Notes) shall be selected individually in accordance with the rules of Monte Titoli (to be reflected in the records of Monte Titoli as a pro rata reduction in nominal amount, subject to compliance with applicable law and the rules of each stock exchange on which the Notes are listed.

6.6 Optional Redemption due to a Regulatory Event

(a) This Condition 6.6 applies to Notes only and if Regulatory Event is specified in the applicable Final Terms as being applicable.

(b) If at any time the Issuer determines that a Regulatory Event has occurred with respect to the Notes, the Issuer may, subject to the provisions of Condition 7 (*Conditions for Redemption and Purchase*), at its option, redeem the Notes in whole but not in part at any time (if this Note is not a Floating Rate Note or if the Floating Rate interest provisions do not apply in respect of the Interest Period in which the date fixed for redemption falls) or on any Interest Payment Date (if this Note is a Floating Rate Note or if the Floating Rate interest provisions apply in respect of the Interest Period in which the date fixed for redemption falls), on giving not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms to the Agent and, in accordance with Condition 12 (*Notices*), to the Noteholders (which notice shall – subject to the provisions of Condition 7 (*Conditions for Redemption and Purchase*) – be irrevocable).

Regulatory Event means that as a result of any replacement or change to (or change in the interpretation by any competent court or authority of) the Applicable Regulations after the Issue Date of the last Tranche of the Notes, the Notes (in whole or in part) are no longer capable of qualifying as at least Tier 2 Own-Funds of the Issuer, on a solo or group basis (including, if the Issuer is part of a larger group of companies headed by a parent company that is itself subject to supervision under Solvency II, for so long as the Issuer is included in the Solvency II scope of consolidation of such parent company, for the purposes of such parent company on a group basis), except where this is merely the result of exceeding any then applicable limits on the inclusion of the Notes as Tier 2 Own Funds.

(c) Notes redeemed pursuant to this Condition 6.6 will be redeemed at their Early Redemption Amount (Regulatory) together (if appropriate) with interest accrued to (but excluding) the date of redemption.

Early Redemption Amount (Regulatory) means the amount specified in the applicable Final Terms (where, if Make Whole Amount is specified, it shall have the meaning given in Condition 6.8 (*Early Redemption Amounts*) below), provided that if the Issuer Call is specified in the applicable Final Terms as being applicable and the scheduled optional redemption date of the Notes falls on or after the Optional Redemption Date (Call), the Early Redemption Amount (Regulatory) shall equal the Optional Redemption Amount.

6.7 Optional Redemption due to a Rating Event

(a) This Condition 6.7 applies to Notes only if Rating Event is specified in the applicable Final Terms as being applicable.

(b) If at any time the Issuer determines that a Rating Event has occurred with respect to the Notes, the Issuer may, subject to the provisions of Condition 7 (*Conditions for Redemption and Purchase*), at its option redeem the Notes in whole but not in part at any time (if this Note is not a Floating Rate Note or if the Floating Rate interest provisions do not apply in respect of the Interest Period in which the date fixed for redemption falls) or on any Interest Payment Date (if this Note is a Floating Rate Note or if the Floating Rate interest provisions apply in respect of the Interest Period in which the date fixed for redemption falls), on giving not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms to the Agent and, in accordance with Condition 12 (*Notices*), to the Noteholders (which notice shall, subject to the provisions of Condition 7 (*Conditions for Redemption and Purchase*), be irrevocable).

A **Rating Event** shall be deemed to have occurred if there is a change in the rating methodology (or the interpretation thereof) of a Rating Agency as a result of which the equity credit (or such other nomenclature as used by a Rating Agency from time to time to describe the degree to which an instrument exhibits the characteristics of an ordinary share) (**Equity Credit**) previously assigned by such Rating Agency to the Notes is, in the reasonable opinion of the Issuer, materially reduced when compared to the Equity Credit first assigned by such Rating Agency.

Rating Agency means any of Moody's France SAS (**Moody's**), Fitch Ratings Ireland Limited (**Fitch**) and any other rating agency substituted for either of them by the Issuer and, in each case, any of their respective successors to the rating business thereof.

Prior to the publication of any notice of redemption pursuant to this Condition 6.7, the Issuer shall deliver or procure that there is delivered to the Agent a written communication from the relevant international statistical rating organisation confirming the change in the current methodology and a certificate signed by a duly authorised representative of the Issuer stating that the circumstances described in the definition of Rating Event have occurred.

(c) Notes redeemed pursuant to this Condition 6.7 will be redeemed at their Early Redemption Amount (Rating) together (if appropriate) with interest accrued to (but excluding) the date of redemption.

Early Redemption Amount (Rating) means the amount specified in the applicable Final Terms (where if Make Whole Amount is specified, it shall have the meaning given in Condition 6.8 (*Early Redemption Amounts*) below), provided that if the Issuer Call is specified in the applicable Final Terms as being applicable and the scheduled optional redemption date of the Notes falls on or after the Optional Redemption Date (Call), the Early Redemption Amount (Rating) shall equal the Optional Redemption Amount.

6.8 Early Redemption Amounts

In relation to any early redemption of Notes pursuant to Condition 6.2 (*Redemption for tax reasons*), Condition 6.4 (*Clean-Up Call Option*), Condition 6.5 (*Make-whole Redemption Option*), Condition 6.6 (*Optional Redemption due to a Regulatory Event*) or Condition 6.7 (*Optional Redemption due to a Rating Event*), the Early Redemption Amount (Tax), the Optional Redemption Amount (Clean-Up), the Make-Whole Redemption Amount, the Early Redemption Amount (Regulatory) or, as the case may be, the Early Redemption Amount (Rating) – if specified in the Final Terms to be the **Make Whole Amount** – shall be an amount calculated on behalf of the Calculation Agent with prior consult with the Issuer equal to the higher of (x) 100 per cent. of the principal amount outstanding of the Notes to be redeemed; and (y) the sum of the present values of the principal amount outstanding of the Notes to be redeemed and the Remaining Term Interest on such Note (exclusive of interest accrued to the date of redemption) and such present values shall be calculated by discounting such amounts to the date of redemption on an annual basis (assuming a 360-day year consisting of twelve 30-day months or, in the case of an incomplete month, the number of days elapsed) at the Reference Bond Rate, plus the Redemption Margin,

where:

FA Selected Bond means a government security or securities selected by the Calculation Agent as having an actual or interpolated maturity comparable with the remaining term to the first Optional Redemption Date of the Notes, that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in the Specified Currency and of a comparable maturity to the remaining term to the first Optional Redemption Date of the Notes.

Redemption Margin shall be as set out in the applicable Final Terms.

Redemption Date means the date fixed for redemption of the Notes in accordance with Condition 6.2 (*Redemption for tax reasons*), Condition 6.4 (*Clean-Up Call Option*), Condition 6.5 (*Make-whole Redemption Option*), Condition 6.6 (*Optional Redemption due to a Regulatory Event*) or Condition 6.7 (*Optional Redemption due to a Rating Event*), as the case may be.

Reference Bond shall be as set out in the applicable Final Terms or the FA Selected Bond.

Reference Bond Price means, with respect to any date of redemption: (A) the arithmetic average of the Reference Government Bond Dealer Quotations for such Redemption Date, after excluding the highest and lowest such Reference Government Bond Dealer Quotations; or (B) if the Calculation Agent obtains fewer than five such Reference Government Bond Dealer Quotations, the arithmetic average of all such quotations.

Reference Bond Rate means, with respect to any Redemption Date, the rate per annum equal to the annual or semi-annual yield (as the case may be) to maturity or interpolated yield to maturity (on the relevant day count basis) of the Reference Bond, assuming a price for the Reference Bond (expressed as a percentage of its nominal amount) equal to the Reference Bond Price for such Redemption Date.

Reference Date will be set out in the relevant notice of redemption.

Reference Government Bond Dealer means each of five banks selected by the Issuer or the Guarantor which are (A) primary government securities dealers, and their respective successors, or (B) market makers in pricing corporate bond issues.

Reference Government Bond Dealer Quotations means, with respect to each Reference Government Bond Dealer and any Redemption Date, the arithmetic average, as determined by the Calculation Agent, of the bid and offered prices for the Reference Bond (expressed in each case as a percentage of its nominal amount) at the Quotation Time specified in the Final Terms on the Reference Date quoted in writing to the Calculation Agent by such Reference Government Bond Dealer.

Remaining Term Interest means, with respect to any Note, the aggregate amount of scheduled payment(s) of interest (assuming each such scheduled interest payment to be due in full) on such Note for the remaining term to the first Optional Redemption Date of such Note determined on the basis of the rate of interest applicable to such Note from and including the Redemption Date.

6.9 Purchases

The Issuer or any of its Subsidiaries may at any time, subject to the provisions of Condition 7 (*Conditions for Redemption and Purchase*), purchase Notes at any price in the open market or otherwise. All Notes purchased pursuant to this Condition 6.9 may be cancelled or held, reissued or resold at the discretion of the relevant purchaser or, at the option of the Issuer, surrendered to the Paying Agent for cancellation.

6.10 Cancellation

All Notes which are redeemed will forthwith be cancelled. All Notes so cancelled and the Notes purchased and surrendered for cancellation pursuant to Condition 6.9 (*Purchases*) above shall be forwarded to the Agent and cannot be reissued or resold.

7. Conditions for Redemption and Purchase

(a) The redemption of Notes on the Maturity Date pursuant to Condition 6.1 (*Redemption at Maturity*), or any redemption of the Notes pursuant to Condition 6.2 (*Redemption for tax reasons*), Condition 6.3 (*Redemption at the option of the Issuer*), Condition 6.4 (*Clean-Up Call Option*), Condition 6.5 (*Make-Whole Redemption Option*), Condition 6.6 (*Optional Redemption due to a Regulatory Event*) or Condition 6.7 (*Optional Redemption due to a Rating Event*) on the date fixed for redemption and any purchase of the Notes pursuant to Condition 6.9 (*Purchases*) is subject to the following conditions (**Conditions for Redemption and Purchase**):

(i) the prior approval of the Relevant Supervisory Authority has been obtained if such prior approval is required under the then Applicable Regulations, and such approval continues to be valid and effective as of the date fixed for redemption or purchase;

(ii) the relevant date of any redemption of the Notes pursuant to, as the case may be, Condition 6.1 (*Redemption at Maturity*), Condition 6.2 (*Redemption for tax reasons*), Condition 6.3 (*Redemption at the option of the Issuer (Issuer Call)*), Condition 6.4 (*Clean-Up Call Option*), Condition 6.5 (*Make-Whole Redemption Option*), Condition 6.6 (*Optional Redemption due to a Regulatory Event*), Condition 6.7 (*Optional Redemption due to a Rating Event*) or of any purchase of the Notes pursuant to Condition 6.9 (*Purchases*) is after the fifth anniversary of the Issue Date, unless:

(a) such redemption or purchase is funded out of the proceeds of, or the Notes are exchanged or converted into, a new basic own fund item of the same or higher quality than the Notes, where such redemption, purchase, exchange or conversion is subject to the approval of the Relevant Supervisory Authority; or

(b) with reference to any redemption pursuant to Condition 6.6 (*Optional Redemption due to a Regulatory Event*) or Condition 6.2 (*Redemption for tax reasons*) only:

(aa) the Solvency Capital Requirement after the redemption will be exceeded by an appropriate margin, taking into account the solvency position, including medium-term capital plan, of the Issuer (on a solo and consolidated basis); and

(bb) (x) in the case of a redemption of the Notes in accordance with Condition 6.6 (*Optional Redemption due to a Regulatory Event*), the Relevant Supervisory Authority considers such a change to be sufficiently certain; and the Issuer demonstrates to the satisfaction of the Relevant Supervisory Authority that the regulatory reclassification of the Notes was not reasonably foreseeable at the time of their issuance; or (y) in the case of a redemption of the Notes in accordance with Condition 6.2 (*Redemption for tax reasons*), there is a change in the applicable tax treatment of the Notes which the Issuer demonstrates to the satisfaction of the Relevant Supervisory Authority is material and was not reasonably foreaseeable at the time of their issuance;

(iii) to the extent permitted under then prevailing Applicable Regulations, any alternative or additional pre-conditions to redemption of the Notes are met;

(iv) subject to Condition 7(c) below, the Solvency Capital Requirement is met immediately prior to the redemption or purchase of the Notes (as applicable) and the redemption or purchase (as applicable) would not cause the Solvency Capital Requirement to be breached;

(v) the Minimum Capital Requirement is met immediately prior to the redemption or purchase of the Notes (as applicable) and the redemption or purchase (as applicable) would not cause the Minimum Capital Requirement to be breached;

(vi) redemption or purchase of the Notes (as applicable) will not cause the insolvency of the Issuer or accelerate the process of the Issuer becoming insolvent, in accordance with the provisions of the relevant insolvency laws and rules applicable to the Issuer from time to time;

(vii) in the event the Issuer is required under then prevailing Applicable Regulations to report capital requirements on a group basis, where any (re)insurance undertaking included in the scope of group supervision of the Issuer under the Applicable Regulations (a **Relevant Undertaking**) is subject to a Relevant Proceeding (as defined below) at the time of the proposed redemption, all claims owed by the Relevant Undertaking to its policyholders and beneficiaries have been met; and

(viii) no other event has occurred which, under then prevailing Applicable Regulations, would require redemption or purchase of the Notes (as applicable) to be suspended,

unless, in each case, such Condition for Redemption or Purchase is not, or is no longer, a requirement for such redemption or purchase (as applicable) under the Applicable Regulations at such time in order for the Notes to be recognised in the determination of own funds.

For the purposes of (vi) above, **Relevant Proceeding** means the winding-up of a Relevant Undertaking under applicable laws of the jurisdiction of the Relevant Undertaking in circumstances where the assets of the Relevant Undertaking (in the reasonable determination of the Issuer) may or will be insufficient to meet all amounts which, under applicable legislation or rules relating to the winding-up of insurance companies, the policyholders and beneficiaries are entitled to receive pursuant to a contract of insurance or reinsurance of the Relevant Undertaking.

(b) In case the Conditions for Redemption and Purchase are not satisfied, unless Condition 7(c) applies, redemption of the Notes shall be suspended and:

(i) the Maturity Date (in the case of a redemption of Notes on the scheduled maturity date pursuant to Condition 6.1 (*Redemption at Maturity*)) shall be postponed in accordance with the provisions set forth in Condition 7(d); and

(ii) the date fixed for optional redemption, in the case of an optional redemption pursuant to Condition 6.2 (*Redemption for tax reasons*), Condition 6.3 (*Redemption at the option of the Issuer (Issuer Call)*), Condition 6.4 (*Clean-Up Call Option*), Condition 6.5 (*Make-Whole Redemption Option*), Condition 6.6(*Optional Redemption due to a Regulatory Event*) or Condition 6.7 (*Optional Redemption due to a Rating Event*), shall be postponed in accordance with the provisions set forth in Condition 7(e), in each case, regardless of any prior notice of redemption that may already have been delivered to the Noteholders and interest will, subject to Condition 3 (*Deferral of Interest*), continue to accrue on the principal amount outstanding of the Notes in accordance with Condition 4 (*Interest*) until such Notes are redeemed in full pursuant to these Conditions.

(c) Notwithstanding the provisions of Condition 7(a) and of Condition 7(e), the Notes may be redeemed even though there is non-compliance with the Solvency Capital Requirement or if redemption or repayment would lead to such non-compliance, where all of the following conditions are met:

(i) all of the Conditions for Redemption and Purchase are met other than that described in Condition 7(a)(iii);

(ii) the Relevant Supervisory Authority has exceptionally waived the suspension of redemption of the Notes;

(iii) all, but not some only of the Notes are exchanged for or converted into another basic own-fund item of at least the same quality as the Notes; and

(iv) the Minimum Capital Requirement will be complied with immediately following such redemption, (together, the **Conditions for Waiver of Redemption Suspension**).

(d) If the Conditions for Redemption and Purchase are not satisfied in respect of a redemption on the Maturity Date pursuant to Condition 6.1, unless Condition 7(c) applies, redemption of the Notes will be suspended and the Maturity Date will be postponed to the earlier of:

(i) the date notified by the Issuer on giving at least 5 Business Days' notice to the Noteholders in accordance with Condition 12 (*Notices*) following the day on which the Conditions for Redemption and Purchase are satisfied (and provided that the Conditions for Redemption and Purchase continue to be satisfied on the date of redemption); or

(ii) the date on which voluntary or involuntary winding up proceedings are instituted in respect of the Issuer in accordance with, as the case may be, (aa) a resolution of the shareholders' meeting of the Issuer; (bb) any provision of the by-laws of the Issuer (currently, the duration of the Issuer is set at 31 December 2050 although, if this is extended, redemption of the Notes will be equivalently adjusted); or (cc) any applicable legal provision, or any decision of any jurisdictional or administrative authority.

(e) Any redemption of Notes notified to Noteholders pursuant to Condition 6.2 (*Redemption for tax reasons*), Condition 6.3 (*Redemption at the option of the Issuer (Issuer Call)*), Condition 6.4 (*Clean-Up Call Option*), Condition 6.5 (*Make-Whole Redemption Option*), Condition 6.6 (*Optional Redemption due to a Regulatory Event*) or Condition 6.7 (*Optional Redemption due to a Rating Event*) shall – unless Condition 7(c) applies - be suspended (in whole or in part), and the Issuer shall not be entitled to give any notice of redemption pursuant to the aforementioned Conditions, if the Conditions for Redemption and Purchase are not satisfied.

Following any suspension of redemption in accordance with this provision, the date originally fixed for redemption of the Notes pursuant to Condition 6.2 (*Redemption for tax reasons*), Condition 6.3 (*Redemption at the option of the Issuer (Issuer Call)*), Condition 6.4 (*Clean-Up Call Option*), Condition 6.5 (*Make-Whole Redemption Option*), Condition 6.6 (*Optional Redemption due to a Regulatory Event*) or Condition 6.7 (*Optional Redemption due to a Rating Event*) shall be postponed to the earlier of:

(i) the date notified by the Issuer on giving at least 5 Business Days' notice to the Noteholders in accordance with Condition 12 (*Notices*) following the day on which the Conditions for Redemption and Purchase are satisfied (and provided that the Conditions for Redemption and Purchase continue to be satisfied on the date of redemption); or

(ii) the date on which voluntary or involuntary winding up proceedings are instituted in respect of the Issuer in accordance with (a) a resolution of the shareholders' meeting of the Issuer; (b) any provision of the by-laws of the Issuer (currently, the duration of the Issuer is set at 31 December 2050 although, if this is extended, redemption of the Notes will be equivalently adjusted), as applicable; or (c) any applicable legal provision, or any decision of any jurisdictional or administrative authority.

(f) Failure to redeem the Notes on the Maturity Date or on the date fixed for redemption pursuant to Condition 6.2 (*Redemption for tax reasons*), Condition 6.3 (*Redemption at the option of the Issuer*), Condition 6.4 (*Clean-Up Call Option*), Condition 6.5 (*Make-Whole Redemption Option*), Condition 6.6 (*Optional Redemption due to a Regulatory Event*) or Condition 6.7 (*Optional Redemption due to a Rating Event*) as a result of this Condition 7 shall not constitute a default of the Issuer or any other breach of obligations under the Conditions for any purpose.

(g) The Issuer shall forthwith give notice to the Agent and the Noteholders in accordance with Condition 12 (*Notices*) below of: (i) any suspension of redemption pursuant to this Condition 7 (provided that any failure to deliver such notice shall not invalidate the suspension of redemption); (ii) following any such suspension, the date on which the Notes shall be redeemed in accordance with sub-paragraph (d) or (e) above.

8. Taxation

All payments of principal and interest in respect of the Notes by the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of any Tax Jurisdiction unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amounts on interest (but not, unless permitted by the Applicable Regulations at the relevant time, principal) as shall be necessary in order that the net amounts received by the holders of the Notes after such withholding or deduction shall equal the amounts of interest (or, if permitted by the Applicable Regulations at the relevant time, principal) which would otherwise have been receivable in respect of the Notes, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Note:

(a) requested for payment in the Tax Jurisdiction;

(b) requested for payment 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 a Tax Jurisdiction other than the mere holding of such Note ;

(c) requested for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 5.5 (*Payment Day*));

(d) requested for payment by or on behalf of a holder who would not be liable or subject to the withholding or deduction by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority;

(e) requested for payment by or on behalf of a non-Italian resident, to the extent that interest or any other amounts is paid to a non-Italian resident which is resident in a country which does not allow for a satisfactory exchange of information with the Tax Jurisdiction;

(f) for or on account of *imposta sostitutiva* pursuant to Italian Legislative Decree No. 239 of 1 April 1996 (Decree No. 239) as amended and/or supplemented or any regulations implementing or complying with such Decree;

(g) with respect to any Notes qualifying as "atypical" securities (*titoli atipici*), where such withholding or deduction is required pursuant to Italian Law Decree No. 512 of 30 September 1983, converted with amendments by Law No. 649 of 25 November 1983, as subsequently amended and/or supplemented; or

(h) where such withholding or deduction is required pursuant to Sections 1471 through 1471 of the Code, any laws, regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

As used herein:

(i) **Tax Jurisdiction** means the Republic of Italy and/or such other taxing jurisdiction to which the Issuer becomes subject or any political subdivision or any authority thereof or therein having power to tax; and

(ii) the **Relevant Date** means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 12 (*Notices*).

9. Prescription

The Notes will become void unless claims in respect of principal and/or interest are made within a period of ten years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 8 (*Taxation*)) therefor.

10. Enforcement Event

If an order is made by any competent court or resolution is passed for the winding-up or dissolution of the Issuer, otherwise than for the purpose of: (i) a Permitted Reorganisation; or (ii) a reorganisation on terms previously approved by an Extraordinary Resolution (as defined in the Agency Agreement) (an **Enforcement Event**), then - in accordance with and subject to mandatory applicable law - any holder of a Note may, by written notice to the Issuer at the specified office of the Agent, effective upon the date of receipt thereof by the Agent, declare any Note held by it to be forthwith due and payable whereupon the same shall become forthwith due and payable at the Early Redemption Amount (Enforcement Event) indicated in the Final Terms, together with accrued interest (if any) to the date of repayment, without presentment, demand, protest or other notice of any kind.

Permitted Reorganisation means any reorganisation, amalgamation, merger, demerger, consolidation, contribution in kind, restructuring or reconstruction whilst solvent or other similar arrangements (including, without limitation, leasing of the assets or going concern) of the Issuer which is part of a related sequence of events whereby, during or upon completion of the sequence, all or substantially all of the assets and liabilities of the Issuer, including the rights and obligations of the Issuer under or in respect of the Notes, or the Agency Agreement, will be assumed in accordance with applicable law by a Person which, immediately after such assumption, is a member of the group consisting of the Issuer and its consolidated Subsidiaries, which, in any such case, does not result in a Ratings Downgrade. All the transactions related to the proposed merger between UnipolSai and its parent company, Unipol Gruppo S.p.A. (**Unipol Gruppo**), to be carried out through the merger with (and incorporation of) UnipolSai into Unipol Gruppo shall be considered as Permitted Reorganisations regardless of any Ratings Downgrade.

Person means any individual, company, corporation, firm, partnership, joint venture, association, organisation or other entity, whether or not having a separate legal personality;

Rating Agencies means, for the purposes of this Condition 10, any Rating Agency (as defined in Condition 6.7 (*Optional Redemption due to a Rating Event*)) which, at the time of the Permitted Reorganisation, has issued a rating on the Notes;

A **Ratings Downgrade** will be deemed to have occurred if, immediately prior to a Reorganisation Period, the Notes carry:

(a) an investment grade credit rating (Baa3/BBB-, or equivalent, or better) from any Rating Agency and such rating is, during the Reorganisation Period, either downgraded to a noninvestment grade credit rating (Ba1/BB+, or equivalent, or worse) or withdrawn and such rating is not, within the Reorganisation Period, subsequently (in the case of a downgrade) upgraded to an investment grade credit rating by the relevant Rating Agency or (in the case of a withdrawal) replaced by an investment grade credit rating from any other Rating Agency;

(b) a non-investment grade credit rating (Ba1/BB+, or equivalent, or worse) from any Rating Agency and such rating is, during the Reorganisation Period, either downgraded by one or more notches (for illustration, Ba1 to Ba2 being one notch) or withdrawn and such rating is not, within the Reorganisation Period, subsequently (in the case of a downgrade) upgraded by such Rating Agency to a credit rating that is equivalent or better to the credit rating that was applicable immediately prior to the Reorganisation Period or (in the case of a withdrawal) replaced by a credit rating from any other Rating Agency that is equivalent to or better than the credit rating that was applicable immediately prior to the Reorganisation Period; or

(c) no credit rating and no Rating Agency assigns to the Notes within 60 days of the end of the Reorganisation Period a credit rating that is equivalent to or better than the Issuer's credit rating from any one or more Rating Agencies immediately prior to the Reorganisation Period;

Reorganisation Period shall mean the period from the date of the first public announcement of an agreement, arrangement or proposal that could result in any event or transaction described in paragraphs (a) and (b) of the definition of Permitted Reorganisation until the end of a 60-day period following public notice of the completion of the relevant transaction (or such longer period as the rating of the Notes is under publicly announced consideration for rating review); and

Subsidiary means, in respect of any Person (the **first Person**) at any particular time, any other Person (the **second Person**):

(a) if a majority of votes in ordinary shareholders' meetings of the second Person is held by the first Person;

(b) in which the first Person holds a sufficient number of votes to give it a dominant influence in ordinary shareholders' meetings of the second Person; or

(c) which is under the dominant influence of the first Person by virtue of certain contractual relationships between the first Person and the second Person,

pursuant to the provisions of Article 2359 of the Italian Civil Code.

11. Paying Agents

The names of the initial Paying Agents and their initial specified offices are set out below. If any additional Paying Agents are appointed in connection with any Series, the names of such Paying Agents will be specified in Part B of the applicable Final Terms.

The Issuer is entitled to vary or terminate the appointment of any Paying Agent and/or appoint additional or other Paying Agents and/or approve any change in the specified office through which any Paying Agent acts, provided that:

(a) so long as the Notes are listed on any stock exchange or admitted to listing by any other relevant authority, there will at all times be a Paying Agent with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange or other relevant authority;

(b) there will at all times be a Paying Agent.

In acting under the Agency Agreement, the Paying Agents act solely as agents of the Issuer and do not assume any obligation to, or relationship of agency or trust with, any Noteholders . The Agency Agreement contains provisions permitting any entity into which any Paying Agent is merged or converted or with which it is consolidated or to which it transfers all or substantially all of its assets to become the successor paying agent.

12. Notices

For so long as the Notes are held through Monte Titoli, all notices regarding the Notes will be deemed to be validly given if published through the systems of Monte Titoli and (if and for so long as the Notes are admitted to trading on, and listed on the Official List of the Luxembourg Stock Exchange) either on the website of the Luxembourg Stock Exchange (www.luxse.com) or in a daily newspaper of general circulation in Luxembourg. It is expected that any such publication in a newspaper will be made in the Financial Times in London or, as applicable, in the *Luxemburger Wort* or the *Tageblatt* in Luxembourg. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Notes are for the time being listed or by which they have been admitted to trading. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper, on the date of the first publication in all required newspapers.

13. Meetings of Noteholders

13.1 Meetings of Noteholders

The Agency Agreement contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the modification or abrogation by Extraordinary Resolution (as defined in the Agency Agreement) of the Notes, any of these Conditions or any of the provisions of the Agency Agreement.

In relation to the convening of meetings, quorums and the majorities required to pass an Extraordinary Resolution (as defined in the Agency Agreement), the following provisions shall apply in respect of the Notes but are subject to compliance with mandatory laws, legislation, rules and regulations of Italy (including, without limitation, Legislative Decree No. 58 of 24 February 1998 as amended) and the by-laws of the Issuer in force from time to time and shall be deemed to be amended, replaced and supplemented to the extent that such laws, legislation, rules and regulations and the by-laws of the Issuer are amended at any time while the Notes remain outstanding. Italian law currently provides that any such meeting may be convened by the Issuer or the Noteholders' Representative (as defined below) at their discretion and, in any event, shall be convened by either of them upon the request of Noteholders holding not less than one-twentieth of the aggregate principal amount of the Notes of any Series for the time being outstanding. If the Issuer or the Noteholders' Representative defaults in convening such a meeting following such request or requisition by the Noteholders representing not less than one-twentieth of aggregate principal amount of the Notes of any Series for the time being outstanding, the same may be convened by decision of the competent Court upon request by such Noteholders. Every such meeting shall be held at such time and place as provided pursuant to Article 2363 of the Italian Civil Code.

Such a meeting will be validly held (subject to compliance with mandatory laws, legislation, rules and regulations of Italy in force from time to time) if (i) in the case of a sole call meeting, there are one or more persons present being or representing Noteholders holding at least one-fifth of the principal amount of the outstanding Notes, or (ii) in the case of multiple call meetings, (a) in the case of a first meeting, there are one or more persons present being or representing Noteholders holding at least one-half of the aggregate principal amount of the outstanding Notes, (b) in the case of a second meeting, there are one or more persons present being or representing Noteholders holding more than one-third of the aggregate principal amount of the outstanding Notes and (c) in the case of a third meeting or any subsequent meeting following a further adjournment, there are one or more persons present being or representing Noteholders holding at least one-fifth of the aggregate principal amount of the outstanding Notes, provided however that that the Issuer's by-laws may in each case (to the extent permitted under the applicable Italian law) provide for a different quorum. For the avoidance of doubt, each meeting will be held as a sole call meeting or as a multiple call meeting depending on the applicable provisions of Italian law and the Issuer's by-laws as applicable from time to time. The majority required to pass a resolution at any meeting convened to vote on any resolution will be one or more persons holding or representing at least two-thirds of the aggregate principal amount of the Notes represented at the meeting; provided, however, that (A) certain proposals, as set out in Article 2415 of the Italian Civil Code (including any proposal to modify the maturity of the Notes or the dates on which interest is payable on them; to reduce or cancel the principal amount of, or interest on, the Notes; or to change the currency of payment of the Notes) may only be sanctioned by a resolution passed at a meeting of Noteholders (including any adjourned meeting) by one or more persons holding or representing not less than one-half of the aggregate principal amount of the outstanding Notes unless a different majority is required pursuant to Article 2368 paragraph 2 or Article 2369 paragraph 3 or paragraph 7, of the Italian Civil Code, and (B) the Issuer's by-laws may in each case (to the extent permitted under applicable Italian law) provide for different majorities. An Extraordinary Resolution (as defined in the Agency Agreement) passed at any meeting of the Noteholders will be binding on all Noteholders, whether or not they are present at the meeting.

13.2 Noteholder's Representative

A joint representative of the Noteholders (*rappresentante comune*) (the **Noteholders' Representative**), subject to applicable provisions of Italian law, will be appointed pursuant to Article 2417 of the Italian Civil Code in order to represent the Noteholders' interests under these Conditions and to give effect to resolutions passed at a meeting of the Noteholders. If the Noteholders' Representative is not appointed by a meeting of such Noteholders, the Noteholders' Representative shall be appointed by a decree of the competent Court where the Issuer has its registered office at the request of one or more Noteholders or at the request of the directors of the Issuer. The Noteholders' Representative shall remain appointed for a maximum period of three years but may be reappointed again thereafter.

13.3 Modification

The Conditions may not be amended without the prior approval of the Relevant Supervisory Authority. The Notes and these Conditions may be amended without the consent of the Noteholders to make any modification which is, in the opinion of the Issuer, of a formal, minor or technical nature or is made to correct a manifest or proven error. In addition, the parties to the Agency Agreement may agree to modify any provision thereof, but the Issuer shall not agree, without the consent of the Noteholders, to any such modification unless, in each case in the opinion of the Issuer, it is of a formal, minor or technical nature or it is made to correct a manifest or proven error or it is not materially prejudicial to the interests of the Noteholders. The Issuer and the Principal Paying Agent may furthermore agree, without the consent of the Noteholders, to any modification of the Notes and these Conditions which, in the opinion of the Issuer, is not prejudicial to the interests of the Noteholders.

13.4 Modification and/or Exchange following a Regulatory Event, Tax Event or Rating Event

(a) This Condition 13.4 applies only if the Modification Provisions and/or Exchange Provisions are specified in the applicable Final Terms as being applicable.

(b) Where a Regulatory Event, a Tax Event or a Rating Event stated in the relevant Final Terms as applicable, for the purposes of this Condition 13.4, to the Notes has occurred and is continuing, then the Issuer may, without any requirement for the consent or approval of the Noteholders:

(A) where the Final Terms state that Modification Provisions are applicable, modify the terms of the Notes to the extent that such modification is reasonably necessary to ensure that no such Regulatory Event, Tax Event or, as applicable, Rating Event would exist after such modification; and

(B) where the Final Terms state that Exchange Provisions are applicable, exchange all (but not some only) of the Notes for Qualifying Securities so that (x) where the relevant event that has occurred is a Regulatory Event, the aggregate nominal amount of the Qualifying Securities is treated under the then Applicable Regulations as at least Tier 2 Own Funds, or (y) where the relevant event that has occurred is a Tax Event or Rating Event, such event no longer applies in relation to the Qualifying Securities,

in each case, provided that, following such modification or, as applicable, exchange:

(i) the terms and conditions of, in the case of subparagraph (A) above, the Notes, as so modified (the **modified Notes**) or, in the case of subparagraph (B) above, the Qualifying Securities' are – in the Issuer's reasonable determination after having consulted an independent investment bank of international standing – no more prejudicial to Noteholders than the terms and conditions applicable to the Notes prior to such modification or exchange (the **existing Notes**) *provided that* any modification may be made in accordance with subparagraphs (ii) to (iv) below and any such modification or, as applicable, any exchange of existing Notes for securities that meet the requirements set out in subparagraphs (ii) to (iv) below (Qualifying Securities), shall not constitute a breach of this subparagraph (i);

(ii) the person having the obligations of the Issuer under the modified Notes or, as applicable, Qualifying Securities continues to be the Issuer;

(iii) the modified Notes or, as applicable, Qualifying Securities rank at least equal to the existing Notes prior to such modification or exchange and feature the same tenor, principal amount, interest rates (including applicable margins), interest payment dates and first call date (if any) (except for any early redemption rights analogous to redemption rights under the existing Notes (if any) for Regulatory Event, Tax Event or Rating Event), and the same existing rights to any accrued interest, any arrears of interest and any other amounts payable under the Notes as the existing Notes prior to such modification or exchange; and

(iv) the modified Notes or, as applicable, Qualifying Securities continue to be listed on a regulated market (for the purposes of the Markets in Financial Instruments Directive 2014/65/EU) of an internationally recognised stock exchange as selected by the Issuer (*provided that* the existing Notes were so listed prior to the occurrence of such Regulatory Event, Tax Event or, as applicable, Rating Event),

and provided further that:

(1) the Issuer obtains approval of the proposed modification or exchange from the Relevant Supervisory Authority (if such approval is required) or gives prior written notice (if such notice is required to be given) to the Relevant Supervisory Authority and, following the expiry of all relevant statutory time limits, the Relevant Supervisory Authority is no longer entitled to object or impose changes to the proposed modification or exchange;

(2) the modification or exchange does not give rise to a change in any published solicited rating of the existing Notes in effect at such time (to the extent the existing Notes were rated prior to the occurrence of such Regulatory Event, Tax Event or, as applicable, Rating Event);

(3) the modification or exchange does not give rise to any right on the part of the Issuer to exercise any option to redeem the modified Notes or the Qualifying Securities that does not already exist prior

to such modification or exchange, without prejudice to the provisions under Condition 6.3 (*Redemption at the option of the Issuer (Issuer Call)*);

(4) the Issuer has delivered to the Agent a certificate, substantially in the form shown in the Agency Agreement, signed by a duly authorised representative of the Issuer stating that conditions (i) to (iv) and (1) to (3) above have been complied with, such certificate to be made available for inspection by Noteholders; and

(5) in the case of any proposed modifications or an exchange owing to a Tax Event, the Issuer has delivered to the Agent an opinion of independent legal advisers of recognised standing to the effect that the Tax Event can be avoided by the proposed modifications or exchange.

In connection with any modification or exchange as indicated in this Condition 13.4, the Issuer shall comply with the rules of any stock exchange or other relevant authority on which the Notes are then listed or admitted to trading.

14. Further Issues

The Issuer shall be at liberty from time to time without the consent of the Noteholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and so that the same shall be consolidated and form a single Series with the outstanding Notes.

15. Governing Law and Submission to Jurisdiction

15.1 Governing law

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

15.2 Submission to jurisdiction

(a) Subject to Condition 15.2(c) below, the courts of Milan have exclusive jurisdiction to settle any dispute arising out of or in connection with the Notes, including any 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 Notes (a **Dispute**) and accordingly each of the Issuer and any Noteholders in relation to any Dispute submits to the exclusive jurisdiction of the courts of Milan.

(b) For the purposes of this Condition 15.2, the Issuer waives any objection to the courts of Milan on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.

(c) To the extent allowed by law, the Noteholders may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction, and (ii) concurrent proceedings in any number of jurisdictions.

(d) Without prejudice to the remaining paragraphs of this Condition 15, the Issuer waives any right it may have to a jury of trial or cause of action in connection with the Agency Agreement and the Notes. These Conditions may be filed as a written consent to a bench trial.

(e) The Notes do not have the benefit of Article 1186 of the Italian Civil Code nor, to the extent applicable, Article 1819 of the Italian Civil Code.

16. Acknowledgement of Bail-in, Write-Down or Conversion Powers and Resolution Stay Powers

This Condition 16 is applicable only if the Notes are in the scope of articles 35 et seq. of the IRRD draft proposed by the European Commission on 22 September 2021, as adopted by the European Parliament on 23 April 2024 and as finally transposed under Italian law, or any other number designating the same articles in the published version of the IRRD, as finally transposed under Italian law.

By the acquisition of Notes, each Noteholder (which, for the purposes of this Condition 16, includes any current or future holder of a beneficial interest in the Notes) acknowledges, accepts, consents and agrees:

(a) to be bound by the effect of the exercise of the Bail-in Power (as defined below) by the Relevant Resolution Authority (as defined below), which may include and result in any of the following, or some combination thereof:

   (i) the reduction of all, or a portion, of the Amounts Due (as defined below), including on a permanent basis;

   (ii) the conversion in whole or in part, of the Amounts Due into shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the Noteholder of such shares, securities or obligations), including by means of an amendment, modification or variation of these Conditions, in which case the Noteholder agrees to accept in lieu of its rights under the Notes any such shares, other securities or other obligations of the Issuer or another person;

   (iii) the cancellation of the Notes;

   (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;

   (v) any other tools and powers provided for in the adopted version of the IRRD, as finally transposed under Italian law; and/or

   (vi) any specific Italian tools and powers pertaining to the recovery and resolution of insurance and reinsurance undertakings; and

(b) that the terms of the Notes are subject to, and may be varied, if necessary, to give effect to, the exercise of the Bail-in Power by the Relevant Resolution Authority.

For these purposes:

(i) the **Amounts Due** are the prevailing outstanding amount of the Notes, and any accrued and unpaid interest on the Notes that has not been previously cancelled or otherwise is no longer due;

(ii) the **Bail-in Power** is any power existing from time to time under any laws, regulations, rules or requirements relating to the recovery and resolution of insurance and reinsurance undertakings in effect in Italy, including but not limited to any such laws, regulations, rules or requirements that are implemented, adopted or enacted within the context of the IRRD, and in each case the instructions, rules and standards created thereunder, pursuant to which the obligations of a Regulated Entity (as defined below) (or an affiliate of such Regulated Entity) can be reduced (in whole or in part), cancelled, suspended, transferred, varied or otherwise modified in any way, or securities of a Regulated Entity (or an affiliate of such Regulated Entity) can be converted into shares, other securities, or other obligations of such Regulated Entity or any other person, whether in connection with the implementation of a bail-in power following placement in resolution or otherwise;

(iii) a reference to a **Regulated Entity** is to any entity which includes certain insurance and reinsurance undertakings that are established in the European Union, parent insurance and reinsurance undertakings that are established in the European Union, insurance holding companies and mixed financial holding companies that are established in the European Union, parent insurance holding companies and parent mixed financial holding companies established in a Member State, European Union parent insurance holding companies and European Union parent mixed financial holding companies, certain branches of insurance and reinsurance undertakings that are established outside the European Union according to IRRD, any other entity that falls within the scope of application of the IRRD as finally transposed under Italian law, or any entity designated as such under the laws and regulations in effect or which will be in effect in Italy applicable to the Issuer or other members of its group;

(iv) a reference to the **Relevant Resolution Authority** is to the *Istituto per la Vigilanza sulle Assicurazioni* (**IVASS**) and/or any insurance resolution authority as determined by the IRRD or any other authority designated as such under the laws and regulations in effect or which will be in effect in Italy applicable to the Issuer or other members of its Group;

(v) **IRRD** means the proposal for a Directive of the European Parliament and of the Council establishing a framework for the recovery and resolution of insurance and reinsurance undertakings and amending Directives 2002/47/EC, 2004/25/EC, 2009/138/EC, (EU) 2017/1132 and Regulations (EU) No 1094/2010 and (EU) No 648/2012 as adopted by the European Parliament, plenary sitting, on 23 April 2024.

No repayment or payment of the Amounts Due will become due and payable or be paid after the exercise of the Bail-in Power by the Relevant Resolution Authority with respect to the Issuer unless, at the time such repayment or payment, respectively, is scheduled to become due, such repayment or payment would be permitted to be made by the Issuer under the laws and regulations in effect in Italy and the European Union applicable to the Issuer or other members of its Group.

Upon the exercise of any Bail-in Power by the Relevant Resolution Authority with respect to the Notes, the Issuer will provide a written notice to the Noteholders in accordance with Condition 12 (*Notices*) as soon as practicable regarding such exercise of the Bail-in Power. The Issuer will also deliver a copy of such notice to the Principal Paying Agent for informational purposes, although the Principal Paying Agent shall not be required to send such notice to Noteholders. 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 above.

Neither a cancellation of the Notes, a reduction, in whole or in part, of the Amounts Due, the conversion thereof into another security or obligation of the Issuer or another person, as a result of the exercise of the Bail-in Power by the Relevant Resolution Authority with respect to the Issuer, nor the exercise of any Bail-in Power by the Relevant Resolution Authority with respect to the Notes will constitute a default or an event of default or otherwise constitute non-performance of a contractual obligation, or entitle the Noteholder to any remedies (including equitable remedies) under these Conditions which are hereby expressly waived.

No expenses necessary for the procedures under this Condition 16, including, but not limited to, those incurred by the Issuer and the Principal Paying Agent, shall be borne by any Noteholder.

USE OF PROCEEDS

An amount equivalent to the net proceeds of the sale of each Tranche of Notes will be used by the Issuer, as indicated in the applicable Final Terms relating to the relevant Tranche of Notes for general funding purposes of the Group.

DESCRIPTION OF THE ISSUER

OVERVIEW

UnipolSai Assicurazioni S.p.A. (**UnipolSai** or the **Issuer**) is a joint stock company limited by shares (*società per azioni*) incorporated under Italian law. Its registered office and principal place of business is at Via Stalingrado 45, 40128 Bologna, Italy and it is registered with the register of companies of Bologna registrar number and fiscal code 00818570012, VAT number 03740811207. As of the date of this Base Prospectus, it is subject to the management and coordination of Unipol Gruppo S.p.A. (**UG** or **Unipol Gruppo**, UnipolSai's parent company) pursuant to Article 2497 and related provisions of the Italian Civil Code and it is part of the Unipol Insurance Group (*Gruppo Assicurativo Unipol*) registered on the Registry of Insurance Groups under number 046. UnipolSai may be contacted by telephone on +39 051 507 7111 and by fax on +39 051 7096584. The Issuer's legal and commercial name is UnipolSai Assicurazioni S.p.A. and its corporate website is accessible at https://www.unipolsai.com/it.

As of the date of this Base Prospectus, UnipolSai is the parent company of the group consisting of UnipolSai and its subsidiaries (collectively the **Group** or **UnipolSai Group**). UnipolSai was formed as a result of the merger by incorporation of Unipol Assicurazioni S.p.A., Milano Assicurazioni S.p.A. and Premafin S.p.A. into Fondiaria-SAI S.p.A. which subsequently changed its corporate name to UnipolSai Assicurazioni S.p.A.

On 16 February 2024, the Board of Directors of UnipolSai approved a corporate rationalisation project of the group consisting of Unipol Gruppo and its subsidiaries (the **UG Group**) to be implemented through a merger by incorporation (the **Merger**) into the parent company Unipol Gruppo of UnipolSai, as well as Unipol Finance S.r.l., UnipolPart I S.p.A. and Unipol Investment S.p.A. (the **Sub-Holdings**), companies wholly owned by Unipol Gruppo and which hold shares of UnipolSai (the **Transaction**).

In the context of the Transaction, Unipol Gruppo has also launched a voluntary tender offer for all the ordinary shares of UnipolSai not held, directly or indirectly, by Unipol Gruppo itself.

The Merger, as more fully described below, is expected to be completed by the end of 2024 and, following the Merger, Unipol Gruppo will be known as Unipol Assicurazioni S.p.A..

As of the date of this Base Prospectus, the UnipolSai Group is a leading insurance group operating in Italy. It offers a full range of traditional insurance and investment products, including pension products. For the year ended 31 December 2023, the aggregate (non-life and life) direct insurance income of the UnipolSai Group amounted to Euro 15.060 million, of which Euro 8.651 million was attributable to the non-life insurance business and Euro 6.409 million to the life insurance business. The UnipolSai Group also operates in the real estate sector and, to a lesser extent, in hotel management, medical clinics, agricultural activities and long-term rentals. By virtue of the implementation of the guidelines of the Strategic Plan (as defined below), the Group has developed the mobility, welfare and property ecosystems. See "*Business of the UnipolSai Group*" below.

Pursuant to its by-laws, UnipolSai's period of incorporation will end on 31 December 2100, subject to any extension. As provided by Article 3 of its by-laws, UnipolSai's corporate purpose is the exercise, in Italy and abroad, of all branches of insurance, reinsurance and capitalisation businesses permitted by the law. UnipolSai may also operate and manage any forms of supplementary pensions provided under applicable laws, as subsequently amended and supplemented, as well as establish, create and manage open pension funds and carry out any activity complementary or instrumental to the operation of such funds. The Issuer may carry out commercial, industrial, financial, real estate, securities, investments and divestment transactions in connection with the corporate purpose. It may also grant suretyships and any form of guarantee, acquire interests and participations in other companies whose corporate purposes are the same or similar to its own corporate purpose, and assume the representation or management thereof. For investment purposes and within the limits set forth by law, it may acquire interests and participations in companies with a different corporate purpose.

As at 31 December 2023, UnipolSai's share capital is equal to Euro 2,031,456,338 divided into 2,829,717,372 ordinary shares in registered form with no express nominal value. UnipolSai's ordinary shares are listed on Euronext Milan, the screen-based market of the Italian Stock Exchange.

HISTORY

UnipolSai is the parent company of the UnipolSai Group and is the company resulting in 2014 from the merger by incorporation of Unipol Assicurazioni S.p.A., Milano Assicurazioni S.p.A. and Premafin Finanziaria S.p.A. – Holding di Partecipazioni into Fondiaria-SAI S.p.A., which subsequently changed its corporate name to UnipolSai Assicurazioni S.p.A.

Since 2014, UG has been committed in pursuing the strategic objective of grouping its insurance and ancillary activities within the UnipolSai Group under the control and supervision of UnipoSai.

Following the completion of the Merger, UnipolSai will be dissolved and merged by incorporation into Unipol Gruppo and Unipol Gruppo will be known as Unipol Assicurazioni S.p.A., as more fully described below.

THE UNIPOLSAI GROUP

As at the date of this Base Prospectus, the UnipolSai Group includes 54 subsidiaries.

The insurance business is the most important activity of the UnipolSai Group, which ranks among the leading insurance groups in the Italian market. The aggregate direct insurance premiums of the Group amounted to Euro 15,060 million for the year ended 31 December 2023 (of which Euro 6,409 million in the Life Business and Euro 8,651 million in the Non-Life Business). The total amount of managed assets was Euro 64.4 billion as at 31 December 2023.

For the year ended 31 December 2023, the Group had a consolidated net profit of Euro 766 million, net of tax, amounting to Euro 253 million. Pre-tax profit for the period amounted to Euro 1,019 million.

As at 31 December 2023, the Group had a network of 2,236 agencies with 3,700 agents. The bancassurance companies of the Group also place their products through the sales networks of their bancassurance partners: see below "*Insurance Sector – Distribution channel*".

Corporate restructuring of the UG Group

As of the date of this Base Prospectus, the project for the corporate rationalisation of the UG Group's structure envisages: (a) the Merger, and (b) a voluntary tender offer by Unipol Gruppo (the "**Offeror**") for all the remaining ordinary shares of UnipolSai not held, directly or indirectly, by the UG Group itself (the **Offer**).

The Transaction will result in the Unipol Group's corporate structure rationalization, while simplifying the decision-making processes of direction and governance of the Unipol Group, allowing UnipolSai's shareholders which do not intend to tender the Offer to:

(i) remain shareholders in one of the top insurance companies in the world and the fourth among European multi-segment companies in terms of Total Shareholder Return (**TSR**) in the five-year period 2018-2022, according to findings of the study "*The 2023 Insurance Value Creators Report*" prepared by Boston Consulting Group in November 2023, listed on regulated markets, which will also play the role of parent company of the Unipol Group, in line with national and international best practices;

(ii) hold a security having a significantly higher liquidity level than the UnipolSai share; and

(iii) increase their shareholding in the corporate capital of the industrial bancassurance partners of the Unipol Group (i.e. BPER and Banca Popolare di Sondrio S.c.p.A.), with benefits in terms of foreseen profitability and diversification concerning both revenue sources and risk factors.

Main features of the Transaction

The main features, timescales and terms of the Transaction are set out in a framework agreement which was signed by Unipol Gruppo and the Issuer on 16 February 2024 (the **Framework Agreement**). Pursuant to such Framework Agreement, the Boards of Directors of UnipolSai and Unipol Gruppo approved, *inter alia*, the Merger plan along with the approval of their respective draft financial statements as at 31 December 2023, which constitute the reference balance sheets pursuant to Article 2501-quater of the Italian civil code.

The exchange ratio of the Merger (the **Exchange Ratio**) will be equal to 3 Unipol Gruppo shares for 10 UnipolSai shares (agreed on the basis of the values resulting from the preliminary results as at 31 December 2023 for both UnipolSai and Unipol Gruppo as approved by the Board of Directors of both companies on 15 February 2024). Subject to completion of the Merger, all UnipolSai shares will be cancelled and exchanged for Unipol Gruppo shares, except for the shares held either directly or indirectly through the Sub-Holdings, by Unipol Gruppo and for the UnipolSai treasury shares, which will be cancelled without exchange. To service such exchange, Unipol Gruppo will increase its share capital for a maximum amount of up to Euro 300,782,432.48, by issuing a maximum of no. 125,692,617 new ordinary shares. If, upon completion of the Offer, Unipol Gruppo comes to hold, directly and indirectly, the entire share capital of UnipolSai, it will not be necessary to issue Unipol Gruppo shares to service the Merger.

The Merger obtained approval of the extraordinary shareholders' meeting of Unipol Gruppo, UnipolSai and the Sub-Holdings. The completion of the Merger remains subject to, *inter alia*, the necessary regulatory approvals and the non-occurrence of events of particular importance that would materially affect the assumptions underlying the Merger, provided that such conditions may be waived with the consent of both parties.

The extraordinary shareholders' meeting of Unipol Gruppo convened for the approval of the Merger also resolved on the amendment of the articles of association of Unipol Gruppo required, *inter alia*, by the different corporate purpose. Holders of Unipol Gruppo ordinary shares who did not concur to the approval of the Merger plan and, therefore, to the change of the corporate purpose, will be entitled to exercise the right of withdrawal pursuant to Article 2437, paragraph 1, letter a), of the Italian Civil Code (the **Right of Withdrawal**).

The efficacy of the Right of Withdrawal is subject to completion of the Merger, which is itself subject to, among other things, the total disbursement that Unipol Gruppo would have to pay in case of exercise of such Right of Withdrawal not being in excess of Euro 100 million, provided that such condition may be waived with the agreement of both parties.

The Merger qualifies as a "transaction with related parties" within the meaning of the Regulation for Transactions with Related Parties adopted by CONSOB with resolution no. 17221 of 12 March 2010, as subsequently amended and supplemented (the **RPT Regulation**), due to the control relationship between Unipol Gruppo and UnipolSai.

On the basis of the information currently available, the Merger is expected to have a positive impact on Unipol Gruppo's solvency ratio; such impact being potentially reduced depending on the degree of acceptance of the Offer by UnipolSai tendering shareholders and the extent to which the potential Right of Withdrawal is exercised. However, should the Offer be accepted in its entirety and the Right of Withdrawal exercised within the deadlines, no significant negative impact on Unipol Gruppo's solvency ratio is expected to materialise.

On 22 March 2024, the board of directors of UnipolSai, inter alia,

(a) approved the proposed merger into UG Group of UnipolSai and the Sub-Holdings; and

(b) confirmed the share exchange ratio relating to the Merger of 3 Unipol shares for every 10 UnipolSai shares, as decided on the date of the Framework Agreement.

On 27 March 2024, the Commissione Nazionale per le Società e la Borsa (CONSOB), approved the offer document related to the Offer (the "**Offer Document**") and on 5 April 2024 the Offer Document has been published and made available to the public for consultation.

On 3 April 2024, the Board of Directors of the Issuer, also in light of the contents of the fairness opinion and the independent directors' opinion, deemed fair, from a financial point of view, the consideration equal to Euro 2.700 (cum dividend) per each Issuer's share that will be tendered in the Offer.

On 29 April 2024, the proposed merger was filed at the registered office.

On 30 April 2024, the Offeror has announced the final results of the acceptances to the Offer: at the end of the acceptance period (i.e. 26 April 2024) No. 274,937,646 shares, representing approximately 9.716% of the Issuer's share capital and equal to 65.651% of the shares subject to the Offer, were tendered to the Offer. The Offeror has not purchased any shares of the Issuer outside the Offer during the period between the date of the Offer Document and the end of the acceptance period (i.e. 26 April 2024). Therefore, on the basis of the final results and taking into account (i) the shares tendered to the Offer, (ii) No. 179,631 treasury shares (equal to 0.006% of the share capital of the Issuer), and (iii) No. 2,410,749,524 shares already held, directly and indirectly, by the Offeror equal to 85.194% of the share capital of the Issuer), the Offeror will hold a total amount of No. 2,685,866,801 shares, equal to 94.916% of the Issuer's share capital.

The final results confirm the achievement by the Offeror of an overall stake greater than 90% of the Issuer's share capital, but lower than 95% of the same share capital. Therefore, on the date hereof, it is confirmed that the conditions required for the fulfilment, by the Offeror, of the obligation to purchase pursuant to Article 108, Paragraph 2, of the Consolidated Law on Finance, are met (the "**Obligation to Purchase**").

On the payment date, i.e. on 3 May 2024, the Offeror has paid to each shareholder adhering to the Offer a consideration in cash equal to Euro 2.700 cum dividend (the "**Consideration**") for each tendered share, in return for the simultaneous transfer of ownership of such shares to the Offeror, for a total disbursement, calculated on the basis of the Consideration, equal to Euro 742,331,644.20.

In this context, the Offeror declared in the Offer Document, pursuant to Article 108, Paragraph 2, of the Consolidated Law on Finance, its intention not to restore a free float sufficient to ensure the regular trading of the Shares on the Euronext Milan. Therefore, the Offeror announces that (i) the legal requirements for the fulfilment of the Obligation to Purchase pursuant to Article 108, Paragraph 2, of the Consolidated Law on Finance have been met and, thus, the Offeror will be required to purchase the remaining shares from the Issuer's shareholders so requesting, for a consideration per share equal to the Consideration; and (ii) in accordance with Article 40-bis, Paragraph 3, let. b) of the Issuers' Regulation, the reopening of the terms will not occur.

The procedure functional to the fulfilment of the Obligation to Purchase pursuant to Article 108, Paragraph 2, of the Consolidated Law on Finance (the "**Sell-Out Procedure**"), will be carried out in compliance with the modalities provided for by the applicable laws and regulations and within the terms that will be agreed with Borsa Italiana pursuant to Article 50-quinquies, Paragraph 1, first sentence, of the Issuer's Regulation. Through the Sell-Out Procedure, the Offeror will purchase, at the relevant payment date (the "**SellOut Payment Date**"), the remaining shares from the requesting shareholders, at a consideration per Share that: (i) will be determined by Consob pursuant to Article 108, Paragraph 4 of the TUF and Article 50, Paragraph 10 of the Issuers' Regulations; and (ii) will be equal to the Consideration of the Offer - without prejudice to the following - in compliance with Article 108, Paragraph 4, of the TUF and Article 50, Paragraph 4, let. c) of the Issuers' Regulation, since the Offeror (together with the persons acting in concert) has acquired, as a result of the Offer, a number shares lower than 90% of the shares subject to the Offer, but at least equal to 50% of the same shares subject to the offer.

As announced to the market on 23 April 2024, UnipolSai Shareholders' Meeting - held on the same date - resolved upon the distribution of a dividend equal to Euro 0.165 per share, whose record date will be on 21 May 2024 (with ex-dividend date on 20 May 2024 and payment date on 22 May 2024). As indicated in the Offer Document, should the payment date of the consideration relating to the Shares tendered during the Sell-Out Procedure pursuant to Article

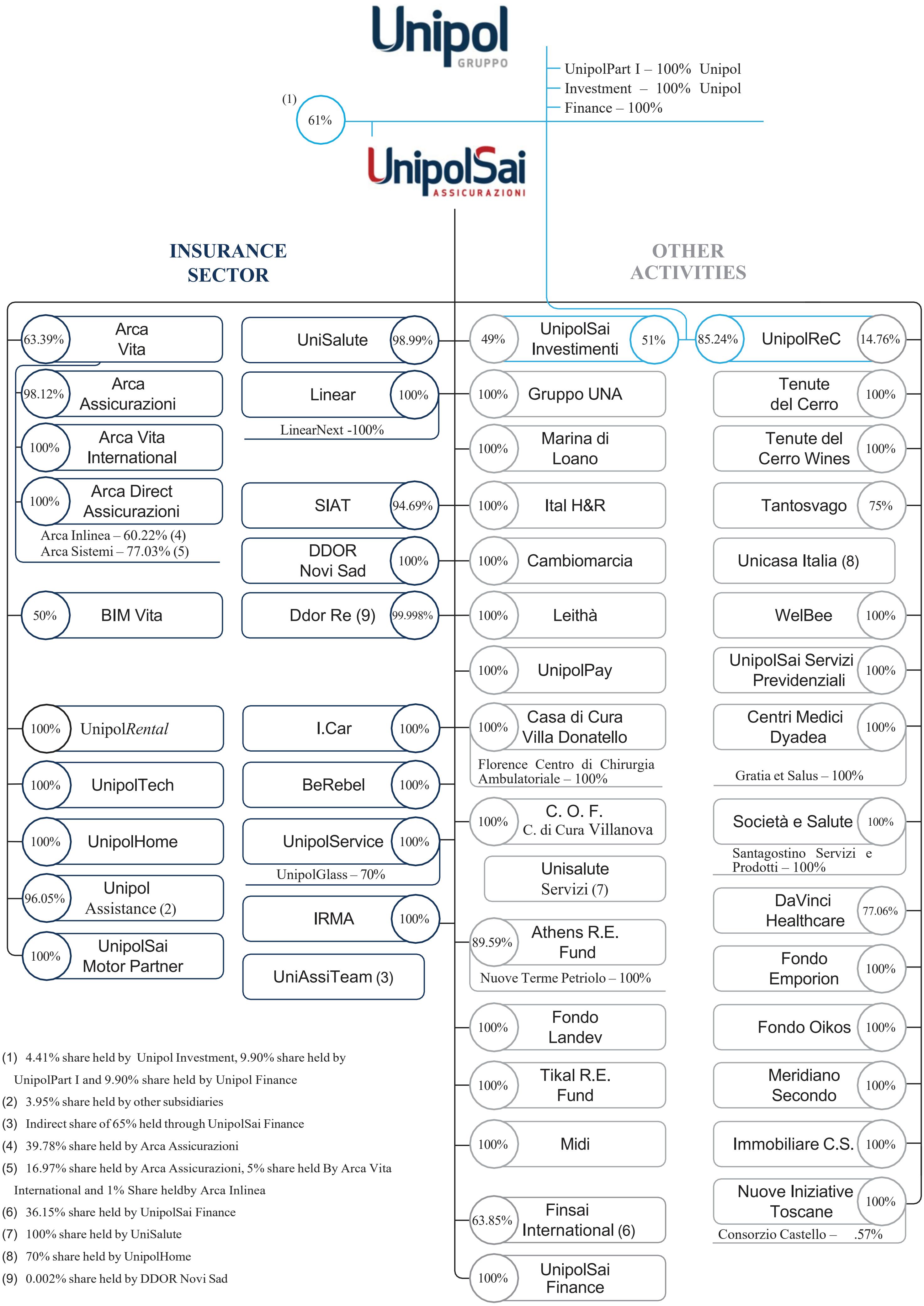
108, Paragraph 2, of the TUF fall after the record date of the 2024 Dividend, the shareholders of the Issuer tendering their shares during this procedure will tender to the Offeror ex-dividend shares (i.e. not including the coupon relating to the Dividend 2024) and, as a result, will be entitled to receive an amount equal to Euro 2.535 for each tendered share.

Borsa Italiana will order the delisting as from the first Trading Day following the Sell-Out Payment Date, unless, as result of the Sell-Out Procedure, the conditions required for the exercise of the Right to Purchase and the fulfilment of the Obligation to Purchase pursuant to Article 108, Paragraph 1, of the Consolidated Law on Finance are met.

Specifically, if the Offeror comes to hold a total shareholding of at least 95% of the Issuer's share capital, the Offeror will exercise the Right to Purchase and simultaneously fulfil the Obligation to Purchase pursuant to Article 108, Paragraph 1, of the Consolidated Law on Finance, thus implementing the joint procedure. Pursuant to the aforementioned provision of the Stock Exchange Regulation, in such scenario, Borsa Italiana will suspend and/or revoke the Shares from listing on the Euronext Milan, taking into account the timing required for the completion of the joint procedure.

Structure diagram

The diagram in the following page sets out the structure of the UnipolSai Group as at 31 December 2023.



(1) 4.41% share held by Unipol Investment, 9.90% share held by UnipolPart I and 9.90% share held by Unipol Finance
(2) 3.95% share held by other subsidiaries
(3) Indirect share of 65% held through UnipolSai Finance
(4) 39.78% share held by Arca Assicurazioni
(5) 16.97% share held by Arca Assicurazioni, 5% share held By Arca Vita International and 1% Share heldby Arca Inlinea
(6) 36.15% share held by UnipolSai Finance
(7) 100% share held by UniSalute
(8) 70% share held by UnipolHome
(9) 0.002% share held by DDOR Novi Sad

BUSINESS STRATEGY

On 12 May 2022, the Board of Directors of UnipolSai approved the "*Opening New Ways*" 2022-2024 strategic plan (the **Strategic Plan**). The Strategic Plan is being unveiled within a macroeconomic context influenced by the international geopolitical crisis triggered by the conflict in Ukraine: a scenario characterised by a decelerating economy, rising inflation due to a further acceleration in energy and food commodity prices, highly volatile financial markets and the expectation of higher interest rates. Despite this situation, the insurance market is expected to grow over the 2022-2024 three-year period. In the sustainability area, UnipolSai will contribute to achieving the sustainable development goals (**SDGs**) of the UN 2030 Agenda.

As in the past, the Group's strategies aim to create value for all its stakeholders based on the following distinctive assets:

- brand equity and high reputation as key elements to building customer loyalty;
- large customer base with a high level of engagement;
- integrated data and analytics along the entire insurance value chain and in support of beyond insurance initiatives;
- integrated and distinctive motor model, a key element of market leadership in MV TPL (i.e. motor vehicles third party liability insurance);
- integrated health model as a key element for further development of the Group's leadership;
- central nature of the agency network in the development of Group strategies; and
- banking networks with high growth potential in terms of insurance penetration of their customer base.

By leveraging the distinctive assets, the Strategic Plan is broken down across five strategic areas:

1. "*Data Driven Omnichannel Insurance*", to consolidate the Group's technical and distribution excellence through increasingly intensive use of data and analytics and develop a new platform for the insurance offering aimed at natural persons, strengthening the effectiveness of the first national agency network and completing the omnichannel evolution of the distribution model;
2. "*Health and Life-Cycle Focus*", with a view to strengthening leadership in healthcare by leveraging the health insurance UniSalute S.p.A. in supporting all of the Group's distribution networks and offering life products from a LifeCycle perspective and with the optimisation of capital absorption;
3. "*Bancassurance Boosting*", to strengthen the bancassurance business model, drawing on the Group's distinctive capabilities for the benefit of its various banking partners;
4. "*Beyond Insurance Enrichment*", to accelerate the evolution of the Group's offer by further extending the mobility ecosystem and reinforcing the welfare and property ecosystems;
5. "*Tech & People Evolution*", to guide the digital evolution of the operating model through the intensive use of new technologies, data, automation and the evolution of the organisation.

In relation to each of the strategic areas the Plan identifies and integrates ESG objectives, i.e. lines of action that, starting from opportunities linked to social, environmental and governance aspects, aim to generate positive impacts for stakeholders and society as well and contribute to sustainable development.

BUSINESS OF THE UNIPOLSAI GROUP

The UnipolSai Group is a network of businesses with a capillary presence throughout Italy, supplying a wide range of insurance products and solutions.

The Group's business activities are comprised predominantly of non-life and life insurance businesses.

To support the insurance business and the connected ecosystems, the Group has developed instrumental commercial activities relating in particular to vehicle repair and vehicle glass replacement, the management of black boxes and other telematic devices, the management of payments in mobility, long-term vehicle rental and the marketing of anti-theft systems for vehicles.

It also carries out real estate, and to a lesser extent, financial, hotel, agricultural, healthcare and flexible benefits activities.

It should be noted that, starting from the year ended 31 December 2023, the consolidated financial statements of the UnipolSai Group were prepared by applying accounting standard IFRS 9 on financial instruments and accounting standard IFRS 17 on insurance contracts replacing the previous ones IFRS 4 and IAS 39, applied for the drafting of the consolidated financial statements for the year ended 31 December 2022. The new accounting standards, applicable from 1 January 2023, were also applied retroactively to the data presented for comparative purposes for the year 2022, to allow for a like-for-like comparison. Please refer to the new accounting standards section of the Notes to the financial statements of UnipolSai at 31 December 2023 for additional information on the effects of the transition.

Insurance sector

The UnipolSai Group provides a wide range of insurance products both in the life business (the **Life Business**) and in the non-life business (the **Non-Life Business**) both directly and through the following Italian divisions: Compagnia Assicuratrice Linear S.p.A., Siat – Società Italiana Assicurazioni e Riassicurazioni S.p.A., Arca Assicurazioni S.p.A., Arca Vita S.p.A., BIM Vita S.p.A. and UniSalute S.p.A.

The purchase and sale contract governing the transfer, to Unicredit S.p.A., of the equity investments held in Incontra Assicurazioni S.p.A. by UnipolSai Assicurazioni S.p.A (initially entered into between Unicredit SpA and UnipolSai Assicurazioni S.p.A. on 7 July 2023) was fully executed on 30 November.

In addition to operating in Italy, the Group operates in Serbia through the subsidiary DDOR Novi Sad and the dedicated captive reinsurance company Ddor Re. The Group also operated in Ireland through the subsidiary UnipolRe DAC until the end of the year 2023.

On 14 December 2023, in fact, UnipolSai Assicurazioni SpA and UnipolRe DAC, in execution of the respective resolutions dated 20 March and 28 September 2023, signed the deed for the cross-border merger by incorporation of UnipolRe DAC into UnipolSai Assicurazioni SpA, with statutory, accounting and tax effects from 31 December 2023. Prior to the effective date of the merger, UnipolSai had directly acquired 100% of the UnipolRe DAC share capital, having received it following an assignment as a result of the voluntary liquidation procedure of UnipolSai Nederland BV, which was cancelled from the register of the Dutch Chamber of Commerce with effect from 19 December 2023.

The Group's objective is to deliver to its customers simple products capable of providing added value to the customer, an efficient service throughout the different phases of the insurance product, and post-sales assistance tailored to meet the needs of its policy subscribers, together with improved and transparent customer communication.

The following tables provide a breakdown of the Group's total premiums for the periods indicated.

Consolidated premiums (direct and indirect)	For the year ended 31 December 2023	*mix %*	For the year ended 31 December 2022	*mix %*	*change %*
	(euro in millions, save for percentages)				
Non-life direct premiums	8,651		8,304		4.2
Non-life indirect premiums	145		198		-26.8
Total non life premiums	8,796	57.8	8,502	61.4	3.5
Life direct premiums	4,172		3,170		31.6
Life indirect premiums	0				6.5
Total life premiums	4,172	27.4	3,171	22.9	31.6
Total life investment products	2,237	14.7	2,170	15.7	3.1
Total life business	6,410	42.2	5,341	38.6	20.0
Overall total	15,205	100.0	13,843	100.0	9.8

Non-Life Business

The Group offers, through its operating divisions, a variety of non-life insurance policies. In addition to motor insurance (by far the largest category of non-life policies underwritten by the Group), the Group also offers a range of policies offering protection for marine liability, homeowners, disability, sickness and natural disasters.

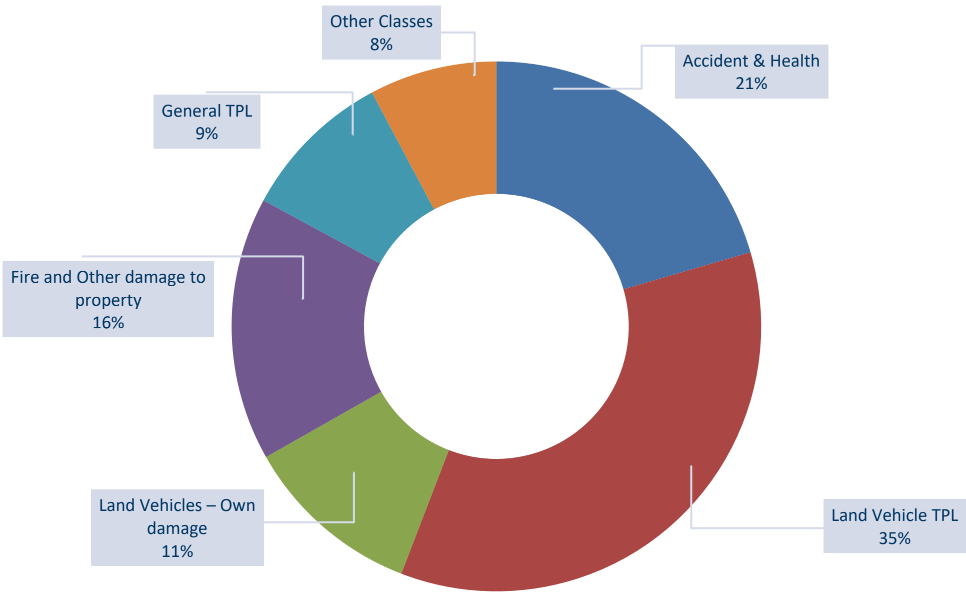
The direct non-life business premiums of UnipolSai stood at Euro 8,651 million (Euro 8,304 million at 31 December 2022, +4.2%), of which Euro 4,006 million in the MV classes (Euro 3,888 million at 31 December 2022, +3.0%) and Euro 4,645 million in the Non-MV classes (Euro 4,416 million at 31 December 2022, +5.2%). Also considering indirect business, premiums earned over 2023 amounted to Euro 8,796 million (Euro 8,502 million at 31 December 2022).

Moreover, the Group is active in the marine insurance business through SIAT Società Italiana Assicurazioni e Riassicurazioni S.p.A., in non-life bancassurance through Compagnia Assicuratrice Linear S.p.A., UniSalute S.p.A. and Arca Assicurazioni S.p.A., and is present in the Serbian non-life market through Ddor Novi SAD a.d.o..

The following tables set out the breakdown of the Group's Non-Life Business direct premiums for the periods indicated therein.

Non-life direct premiums	For the year ended 31 December 2023	*mix %*	For the year ended 31 December 2022	*mix %*	*change %*
	(euro in millions, except for percentages)				
Motor vehicles – TPL and sea, lake and river (classes 10 and 12)	3,059		2,994		2.2
Land Vehicle Hulls (class 3)	947		894		6.0
Total premiums Motor vehicles	4,006	46.3	3,888	46.8	3.0
Accident and health (classes 1 and 2)	1,772		1,650		7.4
Fire and other damage to property (classes 8 and 9)	1,392		1,322		5.3
General third party liability (class 13)	807		771		4.6
Other classes	674		674		0.0
Total non-motor premiums	4,645	53.7	4,416	53.2	5.2
Total non-life premiums	8,651	100.0	8,304	100.0	4.2

The chart below sets out the composition of the Group's Non-Life Business direct premiums for 2023.



Total non-life premiums (direct and indirect) for the year ended 31 December 2023 were Euro 8,796 million (Euro 8,502 million for the year ended 31 December 2022). Direct business premiums for 2023 alone amounted to Euro 8,651 million (Euro 8,304 million for year ended 31 December 2022). Indirect business premiums for 2023 were Euro 145 million (Euro 198 million for the year ended 31 December 2022).

To support the insurance business and the relative ecosystems, UnipolSai has developed instrumental commercial activities relating in particular to vehicle repair and vehicle glass replacement, the management of black boxes and other telematic devices, the management of payments in mobility, long-term vehicle rental and the marketing of anti-theft systems for vehicles.

In particular, through the subsidiaries that offer a variety of telematics services connected to insurance policies (including the so-called black boxes), the Group aims to provide analysis in support of tariffs calculation, ensure greater effectiveness of the claims settlement processes, monitor changes in technological standards and improve customer service. Other undertakings which are instrumental to the Group's Non-Life Business and which characterise and make the Group's insurance offer distinctive, including further to the direct and integrated governance of service processes, include UnipolService S.p.A., which has a network of repair shops present throughout the country to offer motor vehicle policyholders certified repairs with no cash advance, UnipolGlass S.r.l., which offers repair and glass replacement services and UnipolTech S.p.A., which provides supply and management services to a number of UnipolSai Group companies. Furthermore, during 2019 UnipolSai acquired Car Server (now UnipolRental S.p.A.), one of the leading operators on the Italian market for long-term company fleet rental and business mobility management in general.

For a disclosure of the combined ratio[9], loss ratio[10] and expense ratio[11] relating to this business segment, see the paragraph headed "*Alternative Performance indicators*" on page 19 of the consolidated annual financial statements of the Group as of and for the year ended 31 December 2023, incorporated by reference into this Base Prospectus.

[9] **Combined ratio**: indicator that measures the balance of overall Non-Life technical management calculated using the following formula: 1 - (insurance service result/revenue from insurance contracts).
[10] **Loss ratio**: primary indicator of the cost-effectiveness of operations of an insurance company in the Non-Life business. This is the ratio of the cost of claims for the period to revenue from insurance contracts.
[11] **Expense ratio**: percentage indicator of the ratio of operating expenses to revenue from insurance contracts.

Pre-tax profits for the Group's Non-Life Business segment totalled Euro 671 million for the year ended 31 December 2023 (Euro 596 million for the year ended 31 December 2022).

Life Business

The Group offers, through its operating divisions, a variety of life insurance protection, investment policies and pension products to its customers. Alongside traditional policies, the Group also offers innovative capitalisation policies and unit-linked policies.

The Group has retained the relevant position in the supplementary pension market as well.

UnipolSai managed a total of 28 Occupational Pension Fund mandates as at 31 December 2023 (22 of them for accounts "with guaranteed capital and/or minimum return"). At the same date, resources under management totalled Euro 5,834 million (Euro 5,187 million of which with guaranteed capital). As at 31 December 2022, UnipolSai managed a total of 23 Occupational Pension Fund mandates (18 of which "with guaranteed capital and/or minimum return"); resources under management totalled Euro 4,390 million (Euro 3,811 million of which with guaranteed capital). As regards Open Pension Funds, as at 31 December 2023 the UnipolSai Group managed 2 open pension funds (UnipolSai Previdenza FPA and Fondo Pensione Aperto BIM Vita) which at that date had a total of 41,337 members and total assets of Euro 953 million. As at 31 December 2022, the Open Pension Funds managed total assets of Euro 881 million and a total of 41,103 members.

The following tables set out the breakdown of the Group's Life Business direct premiums for the periods indicated therein.

Life Business direct premiums	**For the year ended 31 December 2023**	***mix %***	**For the year ended 31 December 2022**	***mix %***	***change %***
	(euro in millions, save for percentages)				
I – Whole and term life insurance	3,986	62.2	2,878	53.9	38.5
III – Unit-linked/index-linked policies	466	7.3	946	17.7	(50.7)
IV – Health..	14	0.2	14	0.3	2.2
V– Capitalisation insurance	151	2.4	199	3.7	(24.1)
VI – Pension funds.............................	1,792	28.0	1,304	24.4	37.4
Total life direct premiums	6,409	100.0	5,341	100.0	20.0
of which Life investment products	2.237	34.9	2,170	40.6	3.1

Life premiums (direct and indirect) amounted to Euro 6,410 million for the year ended 31 December 2023. Direct premiums of the Group amounted to Euro 6,409 million for the year ended 31 December 2023 (+20.0% compared to the year ended 31 December 2022). For the year ended 31 December 2023, UnipolSai posted Euro 3,811 million in direct premiums (+12.3%) while in the bancassurance channel, in particular, Arca Vita confirmed its strong growth and, jointly with the subsidiaries Arca Vita International and BIM Vita S.p.A., recorded direct premiums for Euro 2,578 million, +33.6% compared to the year ended 31 December 2022.

Pre-tax profits of the Life Business segment totalled Euro 333 million for the year ended 31 December 2023 (Euro 138 million for the year ended 31 December 2022).

Distribution channel

The Group distributes its insurance products through an extensive network of agencies and sub-agencies. As at 31 December 2023, the Group had 2,236 agencies, 1,991 of which were UnipolSai (at 31 December 2022, the agencies were 2,361, 2,117 of which were UnipolSai) with 3,700 agents. With a reduction in numbers, consistent with the process of repositioning the agencies on the market, a growth in size was recorded for the agencies and their development towards a more managerial model to make them more solid and better structured in organisational terms.

The leading bancassurance companies of the Group placed their products through the following sales networks (as at 31 December 2023, there were 3,073 bancassurance branches):

(a) Arca Assicurazioni, Arca Vita and Arca Vita International through BPER, Banca Popolare di Sondrio S.c.p.A. and some other smaller banks; and

(b) BIM Vita through the branches of Banca Investis and of Banca Consulia (formerly Banca Ipibi) and, solely with regard to post-sale activities, of Cassa di Risparmio di Fermo.

Other businesses sector

This segment mainly includes Group companies operating in the following industries: hotel management (Gruppo UNA S.p.A. manages a number of hotel complexes in some of the main cities and popular tourist destinations in Italy); healthcare (Casa di Cura Villa Donatello S.r.l. runs a healthcare facility in Florence and Società e Salute S.p.A. provides specialist medical-healthcare services); agriculture (Tenute del Cerro S.p.A. – Società Agricola owns approximately 5,000 hectares of land in central Italy for the production of high quality wine); innovation (Leithà S.r.l. develops applications and components of data-intensive applications in agile mode); and mutual real estate investment funds (UnipolSai Investimenti SGR S.p.A. administers on behalf of UnipolSai the units of real estate funds set up by third-party asset managers, owned by UnipolSai).

It should be noted that, in order to provide a better representation of the actual contribution to the consolidated results and also taking into account the significance of this activity on the overall Group, the economic and financial results previously attributed to the Real Estate business have been allocated to the Life Business, if referring to assets whose returns affect the services to be provided to subscribers of revaluable products, and to Holding and Other Businesses for the residual portion.

With regard to the hotel sector, 2023 closed with a significant improvement compared to the prior year. Revenues of the subsidiary Gruppo UNA increased by approximately 40% compared to 31 December 2022 (from Euro 149 million to Euro 208 million). As at 31 December 2023, there were 33 directly managed hotels, among which the acquisition, during 2023, of the management of Hotel Galles in Milan and the first complete annual financial year for the newly opened Unahotels Trastevere should be noted. The year 2023 ended with a profit of Euro 25.3 million, above the forecasts made at the beginning of the year.

In the health sector, Casa di Cura Villa Donatello closed 2023 with a revenue of Euro 44 million, up by around 8.7% compared to 2022 (Euro 40.5 million). Revenue trends show a continuation of the positive performance in the core business, for hospitalisation (hospital stays and outpatient surgery) as well as clinic activities (visits and diagnostics). The company closed with a profit of Euro 2.7 million (a profit of Euro 1.5 million in the previous year).

With regard to agricultural activities, on 30 May 2023 Tenute del Cerro Wines Srl was established with the aim of marketing and distributing a broader range of its wines, with sales activities starting on 1 July 2023. Considering the combined data of Tenute del Cerro and Tenute del Cerro Wines, packaged wine sales recorded an increase of approximately 4.5% compared to 31 December 2022, reaching Euro 9.9 million, while total revenue rose from Euro 11.3 million to Euro 11.9 million, also as a result of the excellent performance of agri-tourism businesses. The year 2023 ended with a total profit of the two companies of Euro 0.2 million.

Among the companies carrying out activities ancillary to the insurance business, Leithà S.r.l. aims to provide, in favour of a number of Group companies, innovative services with high technological value, the study and analysis of data to support the development of new products and processes and business evolution, including the necessary preparatory and instrumental activities for the realisation of commissioned research projects and, possibly, the development of operating system software, operating systems and applications and database management pertaining to these projects.

The pre-tax profit of the above business segment amounted to Euro 16 million for the year ended 31 December 2023 (a loss of Euro 42 million for the year ended 31 December 2022).

Other information relating to the insurance sector

Undertaking Specific Parameters (USP)

Following submission of the application for authorisation, by way of the Measures of 2 February 2016, IVASS authorised UnipolSai and the UG Group as a whole to use the specific parameters instead of the sub-set of parameters defined in the so-called "Standard Formula", with effect from 1 January 2016 (the **Undertaking Specific Parameters**). In particular, IVASS's authorisation to use the Undertaking Specific Parameters concerns the following segments of non-life insurance and reinsurance obligations as specified in Annex II to the Solvency II Regulations, namely, Segment 1 (proportional insurance and reinsurance on third party liability resulting from the circulation of vehicles), Segment 4 (proportional insurance and reinsurance against fire and other damage to property) and Segment 5 (proportional insurance and reinsurance on general third party liability).

Approval of the Partial Internal Model for SCR calculation

Following the application submitted on 14 November 2016, UnipolSai received on 7 February 2017 authorisation from IVASS to use the "Partial Internal Model" for calculating the individual Solvency Capital Requirement (the **Solvency Capital Requirement** or **SCR**) with effect from 31 December 2016.

To provide a more complete representation of the risk profile, the Company has adopted risk classification criteria somewhat different from those proposed by the Standard Formula, which is the method used to calculate the Solvency Capital Requirement for companies that have not developed an internal model. In particular, with regard to market risk, as part of the PIM, the Company also considers the risks relating to the volatility of share prices and interest rates. For the risk modules not within the scope of the PIM, the Standard Formula is used with the application of specific parameters of the company (the **Undertaking Specific Parameters** or **USP**) to calculate premium risk and reserve risk relating to the following Lines of Business (**LoB**): (a) motor vehicle liability; (b) general liability; and (c) fire and other damage to property, while the Standard Formula Market Wide is used for the other risk modules.

Recent Approval of Relevant Changes to the Partial Internal Model

By letter dated 26th March 2024 Prot. N° 0082403/24, IVASS approved the relevant changes to the Partial Internal Model applied in the results as at 31 December 2023, with reference to:

– to the non-life underwriting risk with reference to Premium and Reserve Risks replacing Undertaking Specific Parameters mentioned above;

– to life underwriting risk with reference to lapse risk; and

– to market risk with reference to spread risk for migration and default components.

RECENT DEVELOPMENTS

Corporate rationalisation project of the Unipol Group

On 16 February 2024, the proposed corporate restructuring of the UG Group was approved and announced; this will be achieved through the Merger in the context of which a voluntary tender offer will be launched by Unipol Gruppo for the ordinary shares of UnipolSai.

Following the Merger, Unipol Gruppo will be known as Unipol Assicurazioni S.p.A.

On 30 April 2024, the Offeror has announced the final results of the acceptances to the Offer: at the end of the acceptance period (i.e. 26 April 2024) No. 274,937,646 shares, representing approximately 9.716% of the Issuer's share capital and equal to 65.651% of the shares subject to the Offer, were tendered to the Offer. The Offeror has not purchased any shares of the Issuer outside the Offer during the period between the date of the Offer Document and the end of the acceptance period (i.e. 26 April 2024). Therefore, on the basis of the final results and taking into account (i) the shares tendered to the Offer, (ii) No. 179,631 treasury shares (equal to 0.006% of the share capital of the Issuer), and (iii) No. 2,410,749,524 shares already held, directly and indirectly, by the Offeror equal to 85.194% of the share capital of the Issuer), the Offeror will hold a total amount of No. 2,685,866,801 shares, equal to 94.916% of the Issuer's share capital.

The final results confirm the achievement by the Offeror of an overall stake greater than 90% of the Issuer's share capital, but lower than 95% of the same share capital. Therefore, on the date hereof, it is confirmed that the conditions required for the fulfilment, by the Offeror, of the obligation to purchase pursuant to Article 108, Paragraph 2, of the Consolidated Law on Finance, are met

REGULATORY FRAMEWORK

The insurance activities of UnipolSai and its subsidiaries are subject to government regulation primarily in the Republic of Italy, where most of their business is conducted.

The Issuer is a listed company and accordingly is subject to extensive regulation and supervision by CONSOB.

Under the regulatory framework currently in force, all control and supervisory powers in respect of the insurance industry in Italy are exercised by the *Istituto per la Vigilanza sulle Assicurazioni* (**IVASS**), save for certain powers specifically reserved (among others) to the National Authority responsible for the supervision of the supplementary pension system (COVIP - *Commissione di vigilanza sui fondi pensione*) and the Italian Ministry of Enterprises and Made in Italy.

The main insurance and (re)insurance laws are consolidated into the Italian Code of Private Insurance (*Codice delle Assicurazioni Private*, Legislative Decree No. 209/2005, as amended). The Italian Code of Private Insurance sets forth, *inter alia*, provisions relating to: (a) the authorisation to carry out insurance and (re)insurance activities; (b) the solvency capital requirements; (c) the financial statements; (d) life and non-life insurance contracts including, without limitation, transparency principles; (e) the intermediation and distribution activities; (f) the supervisory activities and powers of IVASS; (g) governance and reporting; and (h) the applicable bankruptcy proceedings. The Italian Code of Private Insurance has been implemented by several IVASS Regulations and provisions. In addition, the Italian Civil Code contains certain provisions applicable to insurance and (re)insurance contracts.

IVASS has broad jurisdiction over many aspects of the insurance business and related aspects, such as solvency capital requirements, own funds, technical reserves, selling and distribution practices, governance, products documentation and transparency principles.

IVASS' activities include (among others): (a) supervision of the technical, financial and solvency capital requirements; (b) review of financial statements; (c) supervision of insurance intermediaries (e.g. brokers and agents); (d) authorisation to conduct insurance activities; (e) adoption of disciplinary measures and sanctions, including revocation of relevant authorisations; (f) approval of restructuring plans; (g) submitting proposals to the Ministry of Enterprises and Made in Italy in relation to the compulsory winding up (*liquidazione coatta amministrativa*) of insurance companies; and (h) communication and collaboration with other EU insurance regulatory authorities and bodies. IVASS is entitled, *inter alia*, to request information from insurance companies, conduct audits on their activities, summon (among others) the members of their management and supervisory bodies and to convene shareholders' as well as management and supervisory bodies' meetings to ensure compliance by the management of the insurance company with applicable laws and/or regulations. Furthermore, the acquisition of holdings over certain thresholds in or by insurance companies is subject to IVASS authorisation.

The Italian applicable regulatory framework also requires insurance companies to establish and maintain an ongoing dialogue with IVASS. Among other things, intragroup transactions carried out by insurance companies exceeding certain thresholds or not carried out under market conditions are subject to monitoring by IVASS in accordance with IVASS Regulation No. 30 of 26 October 2016.

Recent developments in relation to measures taken by IVASS include a letter to the market, issued on 3 January 2023, where the regulator provided guidance on the transition to the new IFRS 17 standard. The recent replacement of Appendix 6 of Regulation 7/2007 – already amended by IVASS Measures No. 109 of 27 January 2021 and No. 121 of 7 June 2022 – with Appendix 4 provides that, with reference to the financial year 2023 only, a disclosure on the transition to the new standard must be provided, distinguishing between insurance contracts issued, outward reinsurance and investment contracts issued with discretionary participation features.

Another letter to the market was issued by IVASS on 16 March 2023 – focused on 'Dormant life insurance policies' – on the verification of the payment status of sums relating to policies resulting from the cross-referenced data (both life and accident), requesting companies to provide a report by 30 June 2023 on the activities carried out for settlement and an update on the policies cross-referenced in past years. Other letters to the market were issued by IVASS on the same subject during 2023 and 2024 and, in particular, one focusing on the collection of information on the payment of the insurance policies to the beneficiaries (issued by IVASS on 25 January 2024).

IVASS issued a further letter to the market on 30 March 2023, concerning the fifth edition of the survey on collective agreements underwritten in the health insurance sector. IVASS also issued Measure no. 132 of 6 June 2023 concerning the application rules for the determination of technical provisions, also introducing two new guidelines of the European Insurance and Occupational Pensions Authority (**EIOPA**) in relation to the valuation of technical provisions and the determination of contractual limits which are applicable from 1 January 2023. In addition, with Measure no. 138 of 25 September 2023, IVASS intervened on Regulation no. 52/2022 – also amended by IVASS Measures No. 127 of 14 February 2023 and No. 143 of 12 March 2024 – modifying the rules on the unavailable reserve. IVASS ruled that in the calculation of the unavailable reserve (with reference to the financial statements and the interim report), companies must also disregard the effect of securities write-downs on existing commitments towards policyholders referring to the year of the financial statements and up to five subsequent years. Finally, IVASS issued Measure no. 131 of 10 May 2023 to adopt amendments to some IVASS Regulations in alignment with the provisions of the European Legislator concerning sustainable finance and the Solvency II regulatory framework and the IDD.

Finally, on 5 March 2024, IVASS issued Order No. 142/2024 on the requirements and eligibility criteria for directors and key function holders. The key provisions include the introduction of a minimum quota of independent directors in Italian insurance companies and their ultimate parent companies (listed and unlisted), which is set at 25% of the administrative body's members. Furthermore, directors and key function holders will be required to complete standardised questionnaires that will allow IVASS to make more detailed suitability assessments. Additionally, IVASS will have the authority to request interviews with the assessed directors to further assess their actual suitability and compliance with the restrictions on holding multiple board positions.

Regarding MV TPL (motor vehicles third party liability insurance) in particular, Italian Decree Law 124 of 26 October 2019 converted by Law 157 of 19 December 2019 amended paragraph 4-bis of Art. 134 of the Private Insurance Code, introducing the single family merit bonus class. The objective of that measure is to reduce the average premium paid by families, giving all members of the nuclear family the lowest merit bonus class present within that family, irrespective of the type of vehicle owned and provided that certain conditions are met. The measure entered into force on 16 February 2020. Also, with reference to the MV TPL, Italian Legislative Decree 184 of 22 November 2023, implementing Directive (EU) 2021/2118 of the Parliament and of the Council of 24 November 2021, introduced relevant changes aimed at expanding the protection of third parties damaged by road traffic (extending, *inter alia*, the scope of MV TPL insurance application of the motor liability insurance obligation to private areas).

Other recent developments in relation to the regulatory framework applicable to insurance products at the national level include the Italian Ministerial Decree 232 of 15 December 2023, issued pursuant to article 10 paragraph 6 of Law 24 of 8 March 2017 (the so-called "Gelli-Bianco" law), setting out the minimum requirements for compulsory insurance policies in Italy for public and private healthcare and social healthcare facilities and for healthcare professionals.

With reference to primary legislation, please also note Italian Legislative Decree 49 of 10 May 2019, issued in implementation of Directive (EU) 2017/828 as regards the encouragement of long-term shareholder engagement

(Shareholder Rights II), introduced significant amendments to the Consolidated Law on Finance (TUF), including: (a) attribution to issuers of the right to ask intermediaries and central depositories to identify the shareholders holding more than 0.5% of the share capital with voting rights; (b) new transparency obligations for pension funds and insurance companies, now defined as institutional investors, when they invest in shares of companies listed in Italian or EU regulated markets (for insurance companies it is also necessary to report their investment strategies in the Solvency and Financial Conditions Report); (c) complete voting on the Report on the remuneration policy and compensation paid by the shareholders' meeting, with both sections of the Report now being subject to shareholder vote; and (d) more detailed regulations on transactions with related parties (with the resulting amendment of Art. 2391-bis of the Italian Civil Code), in part referred to CONSOB regulations. Further implementation of the Shareholder Rights II in Italy is the Legislative Decree No. 84 of 14 July 2020, which, in particular, modifies certain provisions of the TUF regarding the sanctions regime on remuneration and related party transactions and the provisions of the Private Insurance Code on the requirements of the companies' representatives and participants of the insurance companies.

Provisions of particular relevance for the insurance sector are contained in Law No. 213/2023 (**Budget Law**), which provides for the establishment of an insurance Guarantee Fund for life insurance (the **Fund**). The Fund represents an associative body of insurance companies and intermediaries with the task of intervening to protect the rights of those entitled to insurance benefits (up to Euro 100,000.00 each) towards the adhering companies that are in compulsory administrative liquidation. The Fund will have a financial endowment equal to at least 0.4% of the amount of the technical reserves of the life portfolio (about Euro 3 billion). The contribution quota to the Fund by the insurance companies will be calculated in proportion to the life technical reserves, and the contributions may take the form of irrevocable payment commitments, for an amount not exceeding 50% of the financial endowment of the Fund (eventually raised up to 60%). The establishment of the Fund represents a strong guarantee for the insured and should limit the involvement of taxpayers through the transfer of public resources in situations of insolvency of life insurance companies to extreme cases. Another important novelty of the Budget Law consists in the introduction of the obligation for all companies, with the exception of agricultural ones, to take out an insurance policy against damages to tangible fixed assets (lands and buildings, plants and machinery, industrial and commercial equipment) caused by catastrophic events, such as earthquakes, floods, landslides, flooding, and overflows. It also introduces a form of public-private partnership with SACE S.p.A. being authorized to grant coverage up to 50% of the compensation due by the insurance companies in the event of the catastrophic events stipulated in the contract. Faced with an increase in the frequency and severity of catastrophic events recorded in recent years, the new insurance obligation aims at increasing the companies' resilience to catastrophic events and to bridge their current protection gap.

In terms of secondary regulations, of specific importance are the provisions on product oversight and government and insurance distribution which complete the adoption of the Directive EU 2016/97 (the **Insurance Distribution Directive** or **IDD**), incorporated into Italian law by Legislative Decree No. 68 of 21 May 2018, within the Italian legal system. Reference is, in particular, made to the Regulation No. 45 issued by IVASS on 4 August 2020, IVASS Order No. 97 of 4 August 2020 regarding amendments and integrations to ISVAP Regulations No. 23/2008, No. 24/2008 and to IVASS Regulations No. 38/2018, No. 40/2018 and No. 41/2018 together with CONSOB Resolution No. 21466 of 29 July 2020 concerning the modifications to the CONSOB Regulation establishing the provisions for the implementation of the TUF on intermediaries issued by CONSOB with Resolution No. 20307 of 15 February 2018. The modifications to the regulations in force and the new regulation have become applicable from 31 March 2021.

In addition to the above, EU laws and regulations provide for specific risk-based capital and solvency requirements for insurance companies which are mainly set forth by Directive 2009/138/EC of the European Parliament and of the Council of 25 November 2009 on the taking-up and pursuit of the business of Insurance and Reinsurance (Solvency II), as subsequently amended, in particular by Directive 2014/51/EU (the **Solvency II Directive**). Implementing provisions of the Solvency II Directive are set forth by EU Commission Delegated Regulation No. 2015/35 as amended by EU Commission Delegated Regulation No 2016/467 (the **Solvency II Regulations**) and are aimed at ensuring harmonisation of the Solvency II Directive throughout the European Union, with particular regard to capital requirements and other measures related to long-term investments, requirements on the composition of insurers' own funds, remuneration issues, system of governance and risk management, requirements for the valuation of assets, technical provisions and liabilities and supervisory reporting.

The Solvency II framework – which introduced extensive requirements as to own funds, calculation of technical provisions, valuation of assets and liabilities, governance structure, regulatory reporting and disclosure as well as governance of insurance companies – entered into force on 1 January 2016. In Italy, the Solvency II Directive has been implemented by Legislative Decree No. 74 of 12 May 2015, which substantially amended the Italian Code of Private Insurance.

The Solvency II framework has been the subject of ongoing review by the European Commission and EIOPA. In particular, amendments have been introduced by Directive (EU) 2019/2177 of 18 December 2019, which introduces corrections to the functioning of the country component of the volatility adjustment. Specifically, the rules call for a reduction in the intervention threshold (from 100 to 85 basis points in terms of the country spread and the currency spread with respect to the yields of baskets of financial assets) and the national volatility adjustment component so as to make the effective application of that correction component more frequent, while in the past it was limited to cases of strong financial market turbulence.

Amendments to the Solvency II framework have also been introduced by Commission Delegated Regulation (EU) 2019/981 of 8 March 2019 which, building on the technical advice received from EIOPA, are intended to enhance the proportionality of the Solvency II framework and its consistency with other EU financial legislation, improve the risk sensitivity of the solvency capital requirement (SCR) standard formula, remove unjustified constraints on the financing of the economy and increase transparency and reliability. With specific reference to Tier 2 and Tier 3 basic own-fund items, Commission Delegated Regulation (EU) 2019/981 of 8 March 2019 has amended Article 73 (*Tier 2 Basic own-funds – Features determining classification*) and Article 77 (*Tier 3 Basic own-funds – Features determining classification*) of Solvency II Regulations to allow for repayment and redemption before five years for tax and regulatory reasons, subject to satisfaction of specific conditions. Further modifications were expected as part of the comprehensive Solvency II review scheduled for 2020 (the **2020 Review**), in connection with which the European Commission issued a formal call for advice to EIOPA in February 2019 (the **Call for Advice**). In October 2019, EIOPA published its consultation paper on its Opinion on the 2020 Review, setting out EIOPA's proposals on three main areas: firstly, review of the long-term guarantee measures; secondly, potential introduction of new regulatory tools in the Solvency II Directive (notably on macro-prudential issues, recovery and resolution and insurance guarantee schemes); and thirdly, revisions to the Solvency II framework, including in relation to reporting and disclosure and the solvency capital requirement. EIOPA was expected to publish its Opinion by 30 June 2020. However, further to the outbreak of Covid-19, EIOPA, in close coordination with the European Commission, has decided to deliver its Opinion at the end of December 2020, to take into account the importance of assessing the impact of the Covid-19 outbreak on the revision of the Solvency II framework.

In June 2019, following a consultation process that started in the previous year, the Solvency II Regulations were subject to several amendments as introduced by Commission Delegated Regulation (EU) 2019/981, including:

- long-term investments: reduction of capital requirements for long-term investments in equity;

- look-through approach: possibility of a more extensive use of simplification relating to the application of the look-through approach in relation to collective investment undertakings and "packaged" investments like mutual funds;

- credit risk: coordination with standards in force in the banking sector as regards the classification of own funds, exposure to central counterparties (CCP) and the handling of exposures to regional administrations and local authorities;

- calculation of SCR: concession of simplifications in the calculation of SCR for several Life, Non-Life and health submodules, so as to guarantee adequate proportionality between the computational load and the real risks incurred by the insurer; and

- Deferred Tax Assets: introduction of additional principles for the calculation of the capacity to absorb deferred tax losses (LAC DT) in the standard formula in order to guarantee greater uniformity of application. The Regulation entered into force on 8 July 2019, while the points relating to Deferred Tax Assets and the amendments of the method for calculating the risks of the Non-Life and health businesses came into force on 1 January 2020.

On 22 September 2021 the European Commission published a legislative proposal for a comprehensive "review package" of Solvency II rules. The proposal included (a) changes to the Solvency II Directive aimed at incentivising the insurance and reinsurance sector to invest more in long-term capital in line with Capital Markets Union objectives, while ensuring it remains solid and protective of consumers' interests in difficult economic times; and (b) a legislative proposal for a directive establishing a framework for recovery and resolution of insurance and reinsurance undertakings, namely the Insurance Recovery and Resolution Directive (**Draft IRRD**), pursuant to which it is likely that national authorities will have tools to tackle problems with failing insurers or (re)insurers, including by taking them off the market in an orderly way while preserving the continuity of the insurance coverage as much as possible.

More specifically, the proposed amendments in the European Commission's review of the Solvency II rules included, *inter alia*:

- integration of ORSA (*Own Risk and Solvency Assessment*) with analysis of macroeconomic and financial markets developments and, at the request of the supervisory authority, *inter alia* macroprudential concerns;

- analysis of the impact of long-term climate change scenarios on business as part of ORSA (*Own Risk and Solvency Assessment*);

- changes to the format of the Solvency and Financial Condition Report to be comprised of a first part addressed to policyholders and beneficiaries; and a second part addressed to analysts and other market participants;

- changes to the rules for the extrapolation of the risk-free interest rate term structure and the operation of the volatility adjustment.

The adopted Draft IRRD also grants to supervisory authorities macroprudential tools aimed at reinforcing the liquidity position of undertakings facing significant liquidity risks that may cause a threat to the protection of policyholders or to the stability of the financial system. Such tools include power by the supervisory authority to restrict or suspend distributions or other payments to shareholders and other subordinated creditors; to restrict or suspend share buybacks and repayment or redemption of own-fund items; and to suspend the redemption rights of life insurance policyholders.

Under the adopted Draft IRRD, an insurance or (re)insurance undertaking will become subject to resolution if a supervisory authority, after having consulted a resolution authority, or after having been consulted by a resolution authority, determines that the undertaking is failing or likely to fail; there is no reasonable prospect that any alternative private sector measures or supervisory action, including preventive and corrective measures, would prevent the failure of the undertaking within a reasonable timeframe; and resolution action is necessary in the public interest. An insurance or (re)insurance undertaking shall be failing or likely to fail in any one of the following circumstances: (a) it breaches or is likely to breach its minimum capital requirement (**MCR**) and there is no reasonable prospect of compliance being restored; (b) it no longer fulfils the conditions for authorisation or fails seriously in its obligations under the laws and regulations to which it is subject, or there are objective elements to support that the undertaking will, in the near future, seriously fail its obligations in a way that would justify the withdrawal of the authorisation; (c) the assets of the insurance or reinsurance undertaking are or there are objective elements to support a determination that the assets of the undertaking will, in the near future, be less than its liabilities; (d) it is unable to pay its debts or other liabilities, including payments to policyholders or beneficiaries, as they fall due, or there are objective elements to support a determination that the undertaking will, in the near future, be in such a situation; (e) extraordinary public financial support is required.

The resolution tools envisaged in the proposed Draft IRRD include:

- write-down or conversion of capital instruments, debt instruments and other eligible liabilities (bail-in);
- solvent run-off (whereby the authorisation of an insurer or (re)insurer to conclude new insurance or reinsurance contracts is withdrawn in order to limit its activity to the administration of its existing portfolio, thereby maximising the coverage of insurance claims by existing assets);
- sale of business, whereby all or parts of an insurer or (re)insurer's business can be sold on commercial terms, without complying with procedural requirements that would otherwise apply;
- bridge undertaking, whereby all or part of an insurer or (re)insurer's business can be transferred to a publicly controlled entity that will be eventually sold to a private purchaser when market conditions are appropriate; and
- asset and liability separation, a tool to be used in conjunction with another resolution tool, whereby impaired or problem assets and/or liabilities can be transferred to a management vehicle to allow them to be managed and worked out over time.

As per the adopted text, resolution authorities shall apply the write-down or conversion tool in accordance with the priority of claims applicable under normal insolvency proceedings, so that the write-down or conversion will apply firstly to Tier 1 items, then Tier 2 instruments, to be followed by Tier 3 instruments and lastly, other eligible liabilities.

Following the political agreement on the above proposals reached in December 2023 between the European Parliament and the Council of Europe, the Draft IRRD and the changes to Solvency II received the final endorsement by the European Parliament, plenary sitting, on 23 April 2024. As at the date of this Base Prospectus, formal publication of the adopted textsof the changes to Solvency II Directive and the Draft IRRD is still pending.

Other recent developments in relation to the applicable regulatory framework at EU level include two regulations on the supervision of insurance undertakings adopted by the European Commission on 4 April 2023: a first (Regulation (EU) 2023/894) regarding templates for the submission by insurance and reinsurance undertakings to their supervisory authorities of the information necessary for their supervision; and a second (Regulation (EU) 2023/895) concerning procedures, formats and templates for the disclosure by insurance and reinsurance undertakings of their solvency and financial condition report.

On 13 August 2023, the European Commission also adopted Regulation (EU) 2023/1803 governing the exemption from the requirement to use annual cohorts for groups of contracts under IFRS 17 Insurance Contracts. Companies should therefore disclose in the notes to the financial statements which portfolios the exemption has been applied to. The Commission should by 31 December 2027 review the exemption from the annual cohort requirement for intergenerationally-mutualised and cash flow matched contracts, taking into account the IASB post-implementation review of IFRS 17.

Other legislative initiatives promoted by the European Commission may significantly impact the profitability of insurance and financial firms. One is the Regulation (EU) 2022/2554 on digital operational resilience for the financial sector (**DORA**), which will be applicable starting from 17 January 2025. DORA mandates updating and strengthening internal policies and procedures of financial and insurance entities, especially concerning the assessment and mitigation of third-party ICT risks and ICT incident management.

Furthermore, the Regulation on harmonised rules on fair access to and use of data (the **Data Act**) is expected to substantially impact on the competitive landscape for insurance and financial firms. The Data Act, which entered into force on 11 January 2024, establishes clear and fair rules for accessing and using data within the European data economy. Pursuant to this regulation, connected products will be designed and manufactured to enable users – whether business or consumers – to easily and securely access, use and share the generated data. The Data Act grants users the right to promptly access data generated from IoT products or related services they own, lease, or rent, free of charge, and to authorize data owners to share this data with third-party service providers. These provisions aim to boost competitiveness and foster innovation. The Data Act is particularly important for insurance undertakings as it lays the groundwork for future sectoral legislations on data sharing, including data generated by motor vehicles, insurance black boxes, and wearable medical devices.

Another significant European legislation is the so-called Retail Investment Strategy (**RIS**), a legislative package amending Directive (EU) 2016/97, Directive (EU) 2014/65 and Regulation (EU) 1286/2014 with the aim of mitigating conflicts of interest, tackling misleading marketing communications and enhancing transparency and value for money of investment products, including insurance investment products. Key measures include a partial ban on the payment and receipt of inducements for non-advised sales and the introduction of benchmarks developed by ESMA and EIOPA for assessing costs and performance of investment products, with the objective of hindering the distribution of products with low value for money. The approval of the RIS package is currently under consideration of the European Parliament and Council.

The proposed Regulation on Financial Data Access (**FIDA**) is also expected to affect the competitive landscape. FIDA will require financial entities, including insurance undertakings, to grant access to their clients' financial data, upon the client's consent, to third parties, including banks and insurance companies, as well as other third parties. FIDA extends the data sharing model introduced in the payment sector by Directive (EU) 2015/2366 (**PSD2**) to the broader financial sector, potentially enhancing competition by facilitating product comparison and switching. FIDA's approval is pending approval from European Parliament and Council.

Lastly, the proposed Regulation on Artificial Intelligence (the **AI Act**) carries significant implications for insurance companies. Notably, the AI Act introduces strict requirements for AI systems identified as posing a "high risk", such as those intended to be used for risk assessment and pricing in relation to natural persons in the case of life and health insurance. Insurance companies developing and marketing high risk AI systems will face stringent requirements, including *ex ante* conformity assessments, whereas those merely deploying them will encounter fewer obligations. The AI Act's publication on the Official Journal of the European Union is pending review by jurists-linguists and formal adoption by the Council.

UNIPOLSAI GROUP FINANCIAL DEBT

The Group's financial debt (being the total amount of financial liabilities not strictly associated with normal business operations, excluding therefore liabilities that are operating debt or liabilities directly or indirectly associated with the assets) amounted to Euro 3,063 million as at 31 December 2023 and Euro 2,170 million as at 31 December 2022. Below is a summary description of the principal financial liabilities of the Group.

The Group's financial debt consists of (a) subordinated liabilities; and (b) payables to banks and other lenders.

Subordinated liabilities

With reference to the subordinated liabilities, all issued by UnipolSai, as at 31 December 2023 these amounted to Euro 1,287 million and related for Euro 1,250 million to hybrid bonds.

Payables to banks and other lenders

Payables to banks and other lenders, totalling Euro 1,776 million as at 31 December 2023 (Euro 803 million at 31 December 2022), related primarily to loans taken out for the acquisition of real estate and for improvement works, by the Athens R.E. Closed Real Estate Fund for Euro 140 million and by the Tikal Closed Real Estate Fund for Euro 99 million, as well as loans taken out by UnipolRental from banks and other lenders for a total of Euro 1,370 million. This item also includes the financial liabilities deriving from the present value of future lease payments due on lease agreements accounted for on the basis of IFRS 16 for a total of Euro 137 million.

Own funds and capital requirement coverage ratios

As regards the ratio of own funds to capital required, the solvency ratio of UnipolSai on a solo basis at 31 December 2023, calculated in application of the Partial Internal Model, was 313%, compared to 288% at 31 December 2022.

As at 31 December 2023, UnipolSai has own funds eligible to cover the MCR equal to 6.79 times the MCR (6.25 times at 31 December 2022). The following table shows the amount of own funds eligible to cover capital requirements, with a breakdown by individual tiering level; the capital requirements (SCR and MCR); and the coverage ratios of the capital requirements, in each case of UnipolSai at solo level and calculated on the basis of the Partial Internal Model as at 31 December 2023 and 31 December 2022.

	Total		**Tier 1 unrestricted**		**Tier 1 restricted**		**Tier 2**	
	31.12.23	**31.12.22**	**31.12.23**	**31.12.22**	**31.12.23**	**31.12.22**	**31.12.23**	**31.12.22**
	(euro in millions, except for ratios)							
Eligible amount of own funds								
Total eligible own funds to meet SCR	9,274	8,772	7,573	7,046	1,209	1,255	492	470
Total eligible own funds to meet MCR	9,049	8,576	7,573	7,046	1,209	1,255	267	274
SCR, MCR and Capital Requirement coverage ratios								
Solvency Capital Requirement (SCR)	2,963	3,050						
Minimum Capital Requirement (MCR)	1,334	1,372						
Ratio of Eligible own funds to SCR	3.13	2.88						
Ratio of Eligible own funds to MCR	6.79	6.25						

The following table sets forth the amount of own funds eligible to cover capital requirements, with a breakdown by individual tiering level; the capital requirements (SCR and MCR); and the coverage ratios of the capital requirements, in each case, calculated on the basis of the Partial Internal Model, at UG level on the basis of its Solvency II scope of consolidation pursuant to Article 216-ter of the Italian Code of Private Insurance as at 31 December 2023 and 31 December 2022.

	Total		**Tier 1 unrestricted**		**Tier 1 restricted**		**Tier 2**		**Tier 3**	
	31.12.23	**31.12.22**	**31.12.23**	**31.12.22**	**31.12.23**	**31.12.22**	**31.12.23**	**31.12.22**	**31.12.23**	**31.12.22**
	(euro in millions, except for ratios)									
Eligible amount of own funds										

	Total		Tier 1 unrestricted		Tier 1 restricted		Tier 2		Tier 3	
	31.12.23	31.12.22	31.12.23	31.12.22	31.12.23	31.12.22	31.12.23	31.12.22	31.12.23	31.12.22
	(euro in millions, except for ratios)									
Total eligible own funds to meet SCR	10,064	9,192	8,517	7,612	1,083	1,134	440	425	24	21
Total eligible own funds to meet MCR	7,426	7,170	6,017	5,691	1,083	1,134	326	345		
SCR, MCR and Capital Requirement coverage ratios										
Solvency Capital Requirement (SCR)	4,688	4,591								
Minimum Capital Requirement (MCR)	1,632	1,724								
Ratio of Eligible own funds to SCR	2.15	2.00								
Ratio of Eligible own funds to MCR	4.55	4.16								

The following table sets forth the main components of the Solvency Capital Requirement of UnipolSai on a solo level calculated on the basis of the Partial Internal Model as at 31 December 2023 and 31 December 2022.

	31.12.2023	31.12.2022
	(euro in thousands)	
Risk Categories		
Non-Life and health underwriting risk	1,822,740	2,100,450
Life underwriting risk	418,624	328,827
Market risk	2,570,912	2,699,931
Credit risk	649,241	383,015
Diversification	(1,837,036)	(1,610,172)
Basic Solvency Capital Requirement (BSCR)	**3,624,481**	**3,902,053**
Operational risk	460,242	404,801
Loss absorbing capacity of technical provisions	(351,834)	(452,736)
Loss absorbing capacity of deferred taxes	(837,003)	(864,413)
Conservative Margin	67,484	60,047
Solvency Capital Requirement (SCR)	**2,963,371**	**3,049,752**

The following table sets forth the main components of the Solvency Capital Requirement at the UG Group level on the basis of its Solvency II scope of consolidation pursuant to Article 216-ter of the Italian Code of Private Insurance, calculated on the basis of Partial Internal Model, as at 31 December 2023 and 31 December 2022.

	31 December 2023	31 December 2022
	Partial Internal Model	
		(euro in thousands)
Non-Life and health underwriting risk	1,886,124	2,221,120
Life underwriting risk	712,923	491,197
Market risks	2,714,853	2,846,368
Credit risk	819,456	383,428
Diversification	(2,348,635)	(1,808,920)
Basic Solvency Capital Requirement (BSCR)	**3,784,721**	**4,133,194**
Operational risk	542,215	481,306
Loss absorbing capacity of technical provisions	(1,056,830)	(1,053,282)
Loss absorbing capacity of deferred taxes	(739,886)	(802,921)
SCR of other related undertakings (SCR OT)	120,504	111,927
Out of scope undertakings' SCR	67,822	338,646
Conservative margin	54,358	67,180
SCR non-controlled participation	59,603	0
Solvency Capital Requirement – Insurance sector	**2,832,507**	**3,276,048**
Solvency Capital Requirement – Credit and financial sector	**1,855,059**	**1,315,331**
Total Solvency Capital Requirement (SCR)	**4,687,566**	**4,591,379**

Sensitivities

The following table illustrates the sensitivities, as at 31 December 2023 and 31 December 2022, expressed (in percentage points) as a measure of their impact on UnipolSai's Solvency II ratio at solo level calculated on the basis of the Partial Internal Model.

Type of risk	Shift upwards/downwards with respect to the central scenario	Impact on Solvency II ratio 31 December 2023	Impact on Solvency II ratio 31 December 2022
Sensitivities on the interest rate curve (shock up)	interest rate: +100 bps	20 p.p.	5 p.p.
Sensitivities on the interest rate curve (shock down)	interest rate: -100 bps	-13 p.p.	-6 p.p.
Sensitivities on the credit spread	industrial and financial credit spreads: +100 bps	-2 p.p.	-2 p.p.
Sensitivities on the stock market	equity market value: -20%	-3 p.p.	-4 p.p.
Sensitivity on the value of the real estate market	real estate market value: -15%	-5 p.p.[12]	-14 p.p.
Sensitivity on the Italy government spread	Italian Government spread: +100bps	-14 p.p.	-7 p.p.
Sensitivity on inflation	Inflation: +100 bps	-9 p.p.	*N.A*
Sensitivity on lapse rates	Lapse tables: +100%	-11 p.p.	*N.A*
Sensitivity on the combined ratio	Combined ratio: +100 bps	-2 p.p.	*N.A*

The following table illustrates the sensitivities, as at 31 December 2023 and 31 December 2022, expressed (in percentage points) as a measure of their impact on Solvency II ratio at UG Group level on the basis of its Solvency II scope of consolidation pursuant to Article 216-ter of the Italian Code of Private Insurance and calculated on the basis of the Partial Internal Model.

[12] Real Estates Funds excluded.

Type of risk	Shift upwards/downwards with respect to the central scenario	Impact on Solvency II ratio 31 December 2023	Impact on Solvency II ratio 31 December 2022
Sensitivities on the interest rate curve (shock up)	interest rate: +100 bps	9 p.p.	7 p.p.
Sensitivities on the interest rate curve (shock down)	interest rate: -100 bps	-8 p.p.	-5 p.p.
Sensitivities on the credit spread	industrial and financial credit spreads: +100 bps	-1 p.p.	1 p.p.
Sensitivities on the stock market	equity market value: -20%	-3 p.p.	-4 p.p.
Sensitivity on the value of the real estate market	real estate market value: -15%	-9 p.p.	-9 p.p.
Sensitivity on the Italy government spread	Italian Government spread: +100bps	-10 p.p.	-4 p.p.
Sensitivity on inflation	Inflation: +100 bps	-4 p.p.	*N.A.*
Sensitivity on lapse rates	Lapse tables: +100%	-6 p.p.	*N.A.*
Sensitivity on the combined ratio	Combined ratio: +100 bps	-1 p.p.	*N.A.*

EMPLOYEES

As at 31 December 2023, the Group had 12,387 employees.

SHAREHOLDERS

As 31 December 2023, UnipolSai's issued share capital amounts to Euro 2,031,456,338 made up of 2,829,717,372 ordinary shares without nominal value.

The main changes in 2023 in the shareholders' equity attributable to the owners of the Group were as follows:

- a decrease, due to the dividend distribution to shareholders, amounting to Euro 453 million;
- a decrease, amounting to Euro 25 million net of tax, due to the payment of the coupon to the holders of the restricted tier 1 capital instrument classified under Other equity instruments;
- an increase due to the positive change in valuation reserves of Euro 306 million;
- an increase of Euro 32 million deriving from realised gains from the sale of equity instruments measured at fair value through other comprehensive income; and
- an increase of Euro 700 million for Group profit of the period.

As at 31 December 2023, shareholders' equity attributable to non-controlling interests totalled Euro 281 million (Euro 275 million at 31 December 2022).

Pursuant to the declarations of shareholdings made pursuant to Article 120 of the Financial Services Act and information at the disposal of UnipolSai as at 31 December 2023, shareholders holding more than 2% of UnipolSai's ordinary share capital (including treasury shares held by UnipolSai directly and through subsidiaries) were as follows:

Declarant	Direct Shareholder	Type of possession	Percentage of voting capital	Percentage of ordinary capital	Percentage of all share capital
Unipol Gruppo S.p.A.	Unipol Gruppo S.p.A.	property	67.176	61.001	61.001
Unipol Gruppo S.p.A.	Unipol Finance S.r.l.	property	9.989	9.900	9.900
Unipol Gruppo S.p.A.	Unipol Investment S.p.A.	property	4.702	4.410	4.410
Unipol Gruppo S.p.A.	UnipolPart I S.p.A.	property	9.989	9.900	9.900
	Total		91.856	85.211	85.211

UnipolSai is controlled within the meaning of Article 2359(1)(1) of the Italian Civil Code by UG, which exercises management and coordination over UnipolSai pursuant to Article 2497 and related provisions of the Italian Civil Code.

CORPORATE GOVERNANCE

Corporate governance rules for Italian companies whose shares are listed on the Italian Stock Exchange, such as UnipolSai, are contained in the Italian Civil Code, the Financial Services Act, CONSOB Regulation No. 11971 of 14 May 1999, as amended (**Regulation No. 11971**) and the voluntary Corporate Governance Code issued by Borsa Italiana S.p.A.

UnipolSai has adopted a "traditional" system of corporate governance, based on a conventional organisational model involving Shareholders' Meetings, a Board of Directors, a Board of Statutory Auditors and Independent Auditors.

Pursuant to its by-laws, the management of UnipolSai is entrusted to a collegial body made up of no fewer than nine and no more than 19 members (including the independent directors in accordance with applicable law and regulations), appointed by the shareholders' meeting (collectively the **Board of Directors** and each member so appointed a **Director**).

Directors are appointed for a term of three years, or for a shorter period determined by the shareholders' meeting when appointing them, and they may be reappointed. UnipolSai's by-laws provide for a voting list system for the appointment of all members of the Board of Directors.

The Board of Directors has the widest possible powers to perform the ordinary and extraordinary tasks involved in managing UnipolSai. It is authorised to take all the steps that it deems appropriate in order to achieve UnipolSai's aims and corporate objectives, with the sole exception of the powers expressly reserved by law and by UnipolSai's by-laws to the shareholders' meeting. In addition, UnipolSai's by-laws confer upon the Board of Directors the power, on the terms and modalities set forth by law, not only to resolve upon the issue of non-convertible bonds, but also to approve the resolutions concerning, *inter alia*, the following matters: (a) mergers, in the cases provided by Articles 2505 and 2505 *bis* of the Italian Civil Code, also when reference thereto is made, for demergers, by Article 2506 *ter* of the Italian Civil Code; (b) reduction of the share capital following withdrawal of a Shareholder; (c) amendments to the by-Laws required to comply with the prescriptions of law; and (d) transfer of the registered office within the territory of Italy.

The Board of Directors is also authorised to approve the sustainability strategy integrated into the three-year business plans, the Sustainability Policy and all the policies established to manage ESG factors in the main company processes. The Sustainability Policy approved by the Board translates the Core Values laid down in the Code of Ethics into specific commitments, taking UN Global Compact and SDGs as references. Through the Sustainability Policy, the Group undertakes to protect fundamental human rights, safeguard the environment and fight against climate change, improving the ESG Risks management.

The board of statutory auditors (*collegio sindacale*) is composed of three auditors and three alternate auditors, each of whom shall meet the requirements provided for by applicable law and UnipolSai's by-laws (collectively, the **Board of Statutory Auditors**). In this regard, please note that the shareholders' meeting resolved to reduce the number of alternate auditors who make up the Board of Statutory Auditors from three to two. All members of the Board of Statutory Auditors are appointed by the shareholders' meeting for three years and can be reappointed. UnipolSai's by-laws provide for a voting list system for the appointment of all members of the Board of Statutory Auditors. The alternate auditors will automatically replace any statutory auditor who resigns or who is otherwise unable to serve as a statutory auditor.

The Board of Statutory Auditors supervises compliance with the law and by-laws, respect for the principles of good administration and, in particular, whether the organisational, administrative and accounting structure adopted by the Board of Directors is appropriate and operating as it should.

UnipolSai's by-laws contain provisions aimed at enabling compliance with applicable laws and regulations on the gender balance within the Board of Directors and the Board of Statutory Auditors.

Management

Board of Directors

UnipolSai's current Board of Directors was appointed at the shareholders' meeting of UnipolSai on 27 April 2022. Unless their term of office is terminated early, all members will remain in office until the shareholders' meeting called to approve UnipolSai's financial statements for the financial year ending 31 December 2024.

The following table sets out the current members of UnipolSai's Board of Directors.

Name	Position
Carlo Cimbri	Chairman
Fabio Cerchiai	Deputy Chairman
Matteo Laterza	Chief Executive Officer
Bernabò Bocca	Director*
Stefano Caselli	Director*
Mara Anna Rita Caverni	Director*
Giusella Dolores Finocchiaro	Director*
Rossella Locatelli	Director*
Maria Paola Merloni	Director*
Jean Francois Mossino	Director
Milo Pacchioni	Director
Paolo Pietro Silvio Peveraro	Director*
Daniela Preite	Director*
Elisabetta Righini	Director *
Antonio Rizzi	Director*

* Independent member of the Board of Directors pursuant to article 13 of the by-laws and Art. 148, paragraph 3 of Legislative Decree no. 58 of 24 February 1998 as amended, as well as the criteria and requirements laid out in the Code of Conduct of Borsa Italiana S.p.A..

The business address of the members of the Board of Directors is the Issuer's registered office at Via Stalingrado 45, 40128 Bologna, Italy.

Other offices held by members of the Board of Directors

The table below lists the offices on boards of directors, boards of statutory auditors, supervisory committees or other positions held by the members of UnipolSai's Board of Directors outside UnipolSai.

Name	Position	Main positions held by Directors outside UnipolSai
Carlo Cimbri	Chairman	Director of RCS Media Group S.p.A.; Director of Euresa GEIE S.A; Director of CENSIS Foundation (*Fondazione Centro Studi Investimenti Sociali*); President of Istituto Europeo di Oncologia S.r.l.
Fabio Cerchiai	Deputy Chairman	Academic Member of AIDEA – Italian Academy of Business Economics; Deputy Chairman of Diplomatia; Chairman of Arca

Name	Position	Main positions held by Directors outside UnipolSai
		Vita S.p.A.; Chairman of Arca Assicurazioni S.p.A.; Deputy Chairman of ANSPC (National Association for the Analysis of Credit Issues); Member of the governing council of Fondazione Centro Studi Investimenti Sociali – CENSIS; Chairman of Unisalute S.p.A.
Matteo Laterza	Chief Executive Officer	Chairman of Leithà S.r.l.; Chairman of UnipolPay S.p.A.; Deputy Chairman of Arca Assicurazioni S.p.A.; Deputy Chairman of Arca Vita S.p.A.; General Manager of Unipol Gruppo S.p.A.; Deputy Chairman of Cronos Vita Assicurazioni S.p.A.
Bernabò Bocca	Director	National Chairman of FEDERALBERGHI; Chairman of TOSCANA UNO S.r.l.; Chairman of FORMAT S.c. a r.l.; Chairman of F.A.I.A.T. S.r.l.; Chairman of Fondazione Ente Cassa di Risparmio di Firenze; Director of Maggio Musicale Fiorentino
Stefano Caselli	Director	Director of Cerved Group S.p.A.; Director of Generali Real Estate SGR S.p.A.; Director of Istituto Diocesano del Sostentamento del Clero (IDSC, Diocesan Institute for Clergy Support) of the Milan Diocese; Chairman of Bocconi Endowment Management S.r.l.; Chairman of Sosteneo SGR S.p.A.
Mara Anna Rita Caverni	Director	Director of the listed company ERG S.p.A.; Director of Italcanditi S.p.A. (Chairwoman from 2019 to 2022); Director of La Doria S.p.A.; Director of Arcturus S.p.A.; Chairwoman and Chief Executive Officer of New DealAdvisors S.p.A.
Giusella Dolores Finocchiaro	Director	Chairwoman of the UNCITRAL (United Nations Commission on International Trade Law) Working Group on electronic trade; Chairwoman of Fondazione del Monte di Bologna e Ravenna; Member of the Board of Associazione di Fondazioni e di Casse di Risparmio (ACRI, Association of Italian banking foundations); legal Expert at the World Bank; legal Expert in the UNIDROIT Project "Digital Assets and Private Law"; Director of Fondo per la Repubblica Digitale – Impresa Sociale S.r.l.; Chairwoman of Humanitas University.
Rossella Locatelli	Director	Deputy Director of Centro di Ricerca sull'Etica degli Affari e sulla Responsabilità Sociale di Impresa (Research Centre on Business Ethics and Corporate Social Responsibility); Director of Centro di Ricerca per l'Internazionalizzazione delle Economie Locali (CRIEL, Research Center for the Internationalization of Local Economies); Director of the listed company BF S.p.A. (Chairwoman from 2017 to 2022); Chairwoman of BF Agricola S.r.l.; Director of CAI S.p.A.
Maria Paola Merloni	Director	Director of Abete Valore Cultura S.r.l.; Sole Director of FINVIT93 S.r.l.; Director of TOOA S.p.A.; Director of Aurora S.r.l.
Jean Francois Mossino	Director	General Agent and Attorney for the UnipolSai Agency in Chivasso and in Caluso; Chairman of the BIPAR European Agents' Commission in Brussels; Director of BIPAR; Chairman of Agenzia

Name	Position	Main positions held by Directors outside UnipolSai
		UnipolSai Torino Centro S.r.l.; member of the National Executive Board of Agenzia UnipolSai Associati (AUA, Associated UnipolSai Agents).
Milo Pacchioni	Director	Chairman of Assicoop Modena & Ferrara S.p.A.; Chairman of Unibon S.p.A.; Chairman of Pegaso Finanziaria S.p.A.; Sole Director of Opera Prima S.r.l.; Director of Sofinco S.p.A.; Chairman of Granterre S.p.A.; Director of Cooperare S.p.A.; Chairman of RE-NEW Holding S.r.l.; Director of Sofim S.r.l.; Director of Holmo S.p.A.
Paolo Pietro Silvio Peveraro	Director	Chair of the board of statutory auditors of the Fondazione Opera di San Camillo; Chairman of Area S.r.l.; Director of Ecoenergia S.r.l.
Daniela Preite	Director	Statutory Auditor of IGD SIIQ S.p.A.; Statutory Auditor of Insieme Salute of Società di Mutuo Soccorso.
Elisabetta Righini	Director	Associate Professor of Commercial Law at the "Carlo Bo" University of Urbino; Professor of Trade and Financial Markets Law at the Urbino Economy Faculty; Professor of Commercial Law at the Fano headquarters of the School of Economics of the University of Urbino; Director of the Yunus Social Business Centre at the University of Urbino.
Antonio Rizzi		Full professor at the University of Rome Tor Vergata for the Management and Law Department of the Faculty of Economics; Professor at the Faculty of Civil Law of the Pontifical Lateran University; Vatican City State Councilor; Director of the listed company IGD SIIQ S.p.A.; Expert of the Department for Information and Publishing of the Presidency of the Council of Ministers.

Committees of the Board of Directors

Under the authority conferred on it by UnipolSai's by-laws, the Board of Directors has deemed it appropriate to set up specific internal committees consisting of some of its members in order to increase the efficiency and the effectiveness of its activities. Such committees have a proposal, advisory, investigation and support functions.

As at the date of this Base Prospectus, the following committees have been created within the Board of Directors:

- The **Remuneration Committee** performs proposal, advisory, investigation and support functions with respect to the administrative body on the Company's remuneration matters. In particular, the Remuneration Committee performs, *inter alia*, advisory and proposal functions for the definition of Remuneration Policies in favour of the corporate bodies, Key Managers and personnel, as identified in compliance with the regulations that apply to insurance companies, including compensation plans based on financial instruments. It also formulates, if appropriate, proposals to the Board of Directors for the remuneration of the Directors who perform specific duties, as well as for setting up performance objectives related to the variable component of such remuneration, consistent with the Remuneration Policies adopted by the Board of Directors. The Committee formulates opinions to the Board of Directors regarding the remuneration of the members of the Supervisory Body of the Company pursuant to Legislative Decree no. 231/2001.

The Board of Directors has appointed as members of the Remuneration Committee Mr Bernabò Bocca, Ms Mara Anna Rita Caverni and Ms Giusella Dolores Finocchiaro (as Chairwoman).

- The **Control and Risk Committee** has proposal, advisory, investigation and support functions with respect to the Board of Directors in relation to assessments relating mainly to the internal control and risk management system and the approval of financial and non-financial reports (the latter when prepared).

The Board of Directors has appointed as members of the Control and Risks Committee Ms Rossella Locatelli (as Chairwoman), Ms Daniela Preite and Mr Antonio Rizzi.

- The **Appointments, Governance and Sustainability Committee** performs proposals, advisory, investigation and support functions with respect to the administrative body regarding: (a) the self-assessment and identification of the optimal composition of the Board of Directors and the shaping of the Company's corporate governance system; and (b) ESG issues, by coordinating, for aspects within its competence, the guidelines, processes, initiatives and activities targeted at monitoring and promoting the commitment of the Company geared towards the pursuit of sustainable success.

  The Board of Directors has appointed as members of the Appointments, Governance and Sustainability Committee Mr Stefano Caselli (as Chairman), Ms Maria Paola Merloni and Mr Paolo Pietro Silvio Peveraro.

- The **Related Party Transactions Committee** has the role of advising, communicating with and making proposals to the Board of Directors and various UnipolSai entities and subsidiaries in respect of transactions with related parties, in compliance with the provisions of CONSOB Resolution no. 17221 of 12 March 2010, as amended and supplemented, and the internal procedure adopted by the Board of Directors.

  The Board of Directors has appointed as members of the Related Party Transactions Committee Ms Maria Anna Rita Caverni, Ms Daniela Preite, Ms Elisabetta Righini and Mr Antonio Rizzi (as Chairman).

Senior management

The following table sets forth the members of UnipolSai's senior management (the "**Senior Management**"), together with their current positions:

Name	Position
Carlo Cimbri	Chairman of Board of Directors
Matteo Laterza	Chief Executive Officer
Enrico San Pietro	Insurance General Manager
Gianluca De Marchi	Chief Risk Officer
Pietro Ranieri	Head of Compliance and Anti-money laundering
Mario Vidale	Head of Audit
Andrea Brunialti	Head of Actuarial Function
Riccardo Baudi	Chief Investment Officer
Claudio Belletti	Chief Commercial Officer
Mario Bocca	Chief Information Officer
Alberto Boidi	Head of Life
Filiberto Borghi	Chief Planning and Controlling Officer
Donato Boggia	Head of Reinsurance
Vittorio Corsano	Chief Property & Casualty Officer
Roberto Giay	Corporate General Manager
Giovanna Gigliotti	Chief Life & Health Officer
Silvia Lazzari	Chief Human Resources Officer
Norberto Odorico	Chief Claims Officer
Luca Zaccherini	Chief Financial Officer
Giacomo Lovati	Chief Beyond Insurance Officer

Board of Statutory Auditors

The current Board of Statutory Auditors consists of three auditors and three alternate auditors. It was appointed at the Shareholders' meeting of UnipolSai on 28 April 2021 and was given a mandate of three financial years and, thus, until the shareholders' meeting for the approval of the 2023 financial statements. The following table sets out the current members of UnipolSai's Board of Statutory Auditors:

Name	Position
Cesare Conti	Chairman
Angelo Mario Giudici	Statutory Auditor
Silvia Bocci	Statutory Auditor
Roberto Tieghi	Alternate Auditor
Luciana Ravicini	Alternate Auditor
Sara Fornasiero	Alternate Auditor

The business address of the members of the Board of Statutory Auditors is the Issuer's registered office at Via Stalingrado 45, 40128 Bologna, Italy.

Board of Statutory Auditors' other offices

The principal business activities, positions and other principal directorships, if any, held outside UnipolSai by each of the members of the Board of Statutory Auditors are summarised below.

Name	Position	Main positions held by Statutory Auditors outside UnipolSai
Cesare Conti	Chairman	Professor of Corporate Finance at the Department of Finance of the Bocconi University in Milan, where he is the Director of the Master's Degree of Science in Finance; Chairman of the Board of Statutory Auditors of the listed company De' Longhi S.p.A.
Angelo Mario Giudici	Standing Auditor	Collaborator of PWC as Head of Audit quality control.
Silvia Bocci	Standing Auditor	Member of national and regional committees of the Board of Chartered Accountants; Auditor of various companies and public and private bodies; Consultant to the Civil and Criminal Court of Prato in insolvency cases; Chairman of the Board of Auditors of SO.RI. S.p.A.; Statutory Auditor of 5 EFFE C S.p.A.; Chairman of the Board of Auditors of Centro Oncologico Fiorentino S.r.l. in liquidazione; Chairman of the Board of Auditors of Casa di Cura Villa Donatello S.p.A.; Sole Director of Gestioni GEPA S.r.l.; Statutory Auditor of Formazione Innovazione Lavoro S.r.l.; Independent Auditor of ESTRACOM S.p.A.; Chairman of the Board of Auditors of Ambiente Toscano OPCO S.p.A.; Sole Auditor of Calafuria S.r.l.; Statutory Auditor of Farmacie Pratesi PRatofarma S.p.A.; Statutory Auditor of Firenze Fiera S.p.A.; Sole Auditor of L.D.S. S.r.l.; Sole Auditor of Lineaes Tessuti S.r.l.; Chairman of the Board of Auditors of Programma Ambiente Apuane S.p.A.
Roberto Tieghi	Alternate Auditor	Chairman of the Board of Auditors of I.Car S.r.l.; Statutory Auditor of Ala 97 S.p.A.; Statutory Auditor of Cronos Vita Assicurazioni S.p.A.; Statutory Auditor of SIAT – Società Italiana Assicurazioni e Riassicurazioni S.p.A.; Statutory Auditor of Società e Salute S.p.A.; Statutory Auditor of S.G.I. S.r.l.; Statutory Auditor of Tenute del

Name	Position	Main positions held by Statutory Auditors outside UnipolSai
		Cerro S.p.A. – Società Agricola; Chairman of the Board of Auditors of Unipol*Assistance* S.c.r.l.; Chairman of the Board of Auditors of UnipolSai Servizi Previdenziali S.r.l.; Chairman of the Board of Auditors of Unisalute S.p.A.; Chairman of the Board of Auditors of Unisalute Servizi S.r.l.; Statutory Auditor of Virginia S.r.l.
Luciana Ravicini	Alternate Auditor	Statutory Auditor of A.L.M.A.G. S.p.A. Azienda Lavorazioni Metallurgiche ed Affini Gnutti; Statutory Auditor of Autobase S.r.l; Statutory Auditor of Bival S.p.A.; Statutory Auditor of Brawo S.p.A.; Statutory Auditor of Finsippe S.r.l.; Chairman of the Board of Statutory Auditors of Serum Italia S.p.A.; Statutory Auditor of Sige S.r.l.; Chairman of the Board of Statutory Auditors of BMSP S.p.A.; Chairman of the Board of Statutory Auditors of Iseo Serrature S.p.A.; Chairman of the Board of Statutory Auditors of Molemab S.p.A.; Statutory Auditor of Amsa S.p.A.; Statutory Auditor of Carlo Tassara S.p.A.; Statutory Auditor of Metalcam Tools Steels S.p.A.; Statutory Auditor of Forsteel S.r.l.; Chairman of the Board of Auditors of M.G.M. S.p.A.; Statutory Auditor of Metalcam S.p.A.; Statutory Auditor of Sidi Sport S.r.l.; Statutory Auditor of Terzo Salto S.r.l.
Sara Fornasiero	Alternate Auditor	Director of AWorld S.r.l. – Società Benefit; Director of Landi Renzo S.p.A.; Chairman of the Board of Auditors of Arnoldo Mondadori Editore S.p.A.; Statutory Auditor of Leonardo S.p.A.; Chairman of the Board of Auditors of Bricoman Italia S.r.l.; Statutory Auditor of MDBA Italia S.p.A.; Chairman of the Board of Auditors of S.I.B. – Società Italiana Bricolage S.p.A.; Statutory Auditor of Alenia Aermacchi S.p.A.; Chairman of the Board of Auditors of Brico Center Italia S.r.l.; Statutory Auditor of Golilla S.r.l.; Statutory Auditor of Leonardo Logistic S.p.A.; Chairman of the Board of Auditor of Leroy Merlin Italia S.r.l.; Statutory Auditor of Lutech Advanced Solutions S.p.A.; Chairman of the Board of Auditor of Rotomail Italia S.p.A.; Chairman of the Board of Auditor of S.E.M. Servizi Editoriali Milano S.p.A.

Surveillance Body/Model pursuant to Legislative Decree No. 231/2001

Legislative Decree No. 231 of 8 June 2001, as amended (**Legislative Decree No. 231/2001**), introduced into the Italian legal system a specific type of corporate liability for certain criminal offences committed in the interests or for the benefit of corporate and other legal entities. In accordance with the provisions of Legislative Decree No. 231/2001, UnipolSai has adopted appropriate measures aimed at preventing the commission of any such offence by directors, auditors, management or employees. On 28 September 2023, the Board of Directors of UnipolSai approved an amendment to the organisational and management model as per Legislative Decree No. 231/2001 (the **Model**). The Model provides for, *inter alia*, the establishment of a surveillance body (the **Surveillance Body**).

The current Surveillance Body of UnipolSai is composed of four members, being (a) three members from the Control and Risks Committee, non-executive and independent Directors; and (b) one external member, who can be either adequately qualified and experienced professionals, or senior managers holding the office of head of Compliance and/or head of Audit.

Potential conflicts of interest

The Directors and the Statutory Auditors of UnipolSai may, from time to time, hold directorships with or have other significant interests in companies outside the Group which may have business relationships with the Group. UnipolSai has in place procedures aimed at identifying and managing any conflicts or potential conflicts of interest, to ensure where possible that no actual or potential conflicts of interest will arise. As at the date of this Base Prospectus, there are no actual or potential conflicts of interest between the duties of the members of the Board of Directors and the Board of the Statutory Auditors to UnipolSai and their private interests or other duties.

Transactions with related parties

The "Procedure for related party transactions" (the **Related Parties Procedure**), prepared in accordance with Art. 4 of CONSOB Regulation no. 17221 of 12 March 2010 and subsequent amendments (the **Consob Regulation**), was updated by UnipolSai's Board of Directors on 23 November 2022, following a favourable opinion by the Related Party Transactions Committee (the **Committee**), with immediate effect. In turn, the Board of Statutory Auditors of the Company expressed its opinion in favour of the compliance of the Procedure with the principles indicated in the Consob Regulation.

The Related Parties Procedure, published on UnipolSai's website (www.unipolsai.com) in the "Governance/Related Party Transactions" section, defines the rules, methods and principles that ensure the transparency and substantive and procedural fairness of the transactions with related parties carried out by UnipolSai, either directly or through its subsidiaries.

Internal control and risk management system

The solvency of the insurance business and its stability depend on solid corporate governance and a properly functioning internal control and risk management system. UnipolSai has adopted an internal control and risk management system with the aim of ensuring that the main risks it and its subsidiaries are exposed to are correctly identified, measured, managed and monitored. The system also comprises a set of rules, procedures and organisational units aimed at, *inter alia*, ensuring the effectiveness and efficiency of the corporate processes; preventing the risk of involvement in illegal activities, in particular those related to money laundering, usury and terrorism financing; preventing potential conflicts of interests with related and associated parties and the correct management thereof; ensuring the reliability and completeness of information provided to the corporate bodies and the market; compliance of business activities and transactions carried out on behalf of customers with laws and regulations, corporate governance codes and internal company provisions.

The internal control and risk management system undergoes regular assessment and review in line with the development of business operations and the reference context.

As part of its internal control and risk management system, UnipolSai has in place Corporate Control Functions (Risk Management, Internal Audit and Compliance), each of which reports directly to the Board of Directors and operates under the coordination of the Chairman of the Board of Directors as the manager in charge of supervising the overall functioning and adequacy of the internal control and risk management system, pursuant to the corporate governance code for listed companies.

In addition to the Corporate Control Functions, other bodies and entities are involved in the internal control and management system: the Board of Statutory Auditors, the board committees, senior management, the surveillance body set up pursuant to Legislative Decree 231/2001, the manager in charge of financial reporting, the Compliance and Anti-money Laundering Function and the Actuarial Function.

In keeping with the principles of the Corporate Governance Code in force, as well as reference domestic and international models and best practices, the system aims to ensure:

- effectiveness and efficiency of corporate processes;

- identification, current and forward-looking assessment, management and adequate control of risks, in line with strategic guidelines and the risk appetite of the company, also in the medium-long term;

- prevention of the risk that the company be involved, even unintentionally, in illegal activities, in particular those related to money laundering, usury and terrorist financing;

- prevention and correct management of the potential conflicts of interest, also with Related Parties and Intra-group Counterparties, as identified by regulatory provisions of reference;

- verification that corporate strategies and policies are implemented;

- safeguarding of company asset values, also in the medium to long term, and proper management of assets held on behalf of customers;

- reliability and integrity of information provided to corporate bodies and the market, particularly in relation to accounting and operational information, as well as of IT procedures;

- adequacy and promptness of the corporate data reporting system; and

- compliance of business activities and transactions executed on behalf of customers with the law, supervisory regulations, corporate governance regulations and the company's internal measures.

Risk Management Function

The Board of Directors establishes the guiding principles for the risk management system, ensuring that it provides for the identification, evaluation and control of the most significant risks, meaning those risks which could undermine the solvency of the business or represent a serious barrier to achieving the business objectives.

Within the risk management system, the Risk Management Function is responsible for the ongoing identification, measurement, assessment and monitoring of current and forward-looking risks, at an individual and aggregate level, that UnipolSai and its subsidiaries are or may be exposed to and any interdependencies. Its tasks include, *inter alia*, (a) helping define the risk measurement methodologies, (b) verifying the information flows which are necessary to ensure the timely control of exposure to risks and the immediate reporting of anomalies, (c) establishing a mechanism for reporting to the Board of Directors, senior management and the managers of the operational entities concerning changes to risks and violations of risk appetite and operating limits and (d) verifying that the risk management models are consistent with UnipolSai's operations, as well as implementing certain stress tests.

The complete risk management process is outlined in the Group's policies, in particular, the "Risk Management Policy", the "Current and Forward-Looking Risk Assessment Policy" and the "Operational Risk Management Policy". Moreover, specific policies for each risk area (i.e. market risk, liquidity risk, credit risk, operational risk, underwriting risk, etc.) complete the risk management policy *corpus*.

The Chief Risk Officer, who reports hierarchically to the Chairman, is responsible for the risk management function. The Risk Management Models Validation Department reports to the Chief Risk Officer. The Risk Area supports the Board of Directors, the Chief Executive Officer and Top Management in the evaluation of the structure and effectiveness of the risk management system, highlighting any deficiencies and suggesting recommendations for resolving them, as well as the methodologies and methods used, in particular in the current and forward-looking own risk and solvency assessment, for the management of such risks. With reference to the governance of the PIM, the Risk Area is responsible for designing and implementing said Model. Lastly, it should be noted that the Risk Management Models Validation Department enjoys the necessary independence and separation in the performance of its tasks to avoid conflicts of interest with the function responsible for designing and implementing the Internal Model. The staff of the Risk Management Models Validation Department in fact are separate and independent from those which, in the Risk Area, are responsible for the design and development of the Internal Model.

Partial Internal Model

UnipolSai received authorisation from IVASS to use the 'Partial Internal Model' for calculating individual Solvency Capital Requirement with effect from 31 December 2016. For further information, see the paragraph headed "*Business of the UnipolSai Group – Other information relating to the insurance sector – Approval of the Partial Internal Model for SCR calculation*" above.

The Partial Internal Model is also used in the risk management system and in the decision-making process as a tool to support decisions of strategic relevance, and is used for the definition and quarterly monitoring of the Risk Appetite.

It is worth noting that, on 9 April 2019, by Measure no. 0100506/19, IVASS authorised UG, UnipolSai and Arca Vita S.p.A. to make significant changes to the partial internal model for calculating the solvency capital requirement of the Group and the individual requirements of UnipolSai and Arca Vita, regarding calculation of the requirement for the year 2018. The significant changes made to the partial internal model refer to the non-life and health technical-insurance risks, life technical-insurance risks and credit risk modules. There is a plan for the extension of the Partial Internal Model to include all measurable risk modules and reach a Full Internal Model type configuration.

As for the recent approval of relevant changes to the Partial Internal Model, see the paragraph headed "*Business of the UnipolSai Group – Other information relating to the insurance sector – Recent Approval of Relevant Changes to the Partial Internal Model*" above.

Audit Function

The Audit Function assesses the completeness, functionality and suitability of the internal control and risk management system according to the nature of the business activities and the level of risks undertaken, as well as the need for corrective measures, also through activities of support and consultancy for the other corporate functions.

The Audit Function periodically reports the results of the assessment to the Board of Directors, the Control and Risks Committee, the Board of Statutory Auditors and the senior management of the Group.

Compliance Function

The Compliance Function has the role of assessing, according to a risk-based approach, the adequacy of procedures, processes, policies and internal organisation in order to prevent the risk of non-compliance, that is the risk of incurring legal or administrative sanctions, material financial loss or reputational damage resulting from the violation of mandatory laws, regulations or provisions of a supervisory authority or self-governance rules such as by-laws, codes of conduct, corporate governance codes, internal policies and corporate communications rules.

The main tasks that the Compliance Function is called on to perform are:

- the continuous identification of the applicable rules and the assessment of their impact on UnipolSai processes and procedures;

- the assessment of the adequacy and effectiveness of the measures adopted by UnipolSai for the prevention of the risk of non-compliance, and the proposal for organisational and procedural changes aimed at ensuring adequate control of this risk;

- the assessment of the effectiveness of the organisational adjustments (structures, processes, procedures) consequent to the suggested changes (remediations); and

- the preparation of information flows directed to the corporate bodies and other structures involved.

For this purpose, the methodology used involves different operational and working stages that can be distinguished as:

- *ex-ante* activities, with the aim of supporting Top Management in the adjustment activity in relation to new projects/processes/regulations: the Function analyses the reference regulations, the impacted corporate processes and the actions identified by management, also supporting in the identification of the most suitable actions/measures to guarantee that the compliance risk is kept within certain acceptable limits and in line with the Risk Appetite of the Company and Unipol Group; and

- *ex-post* activities that aim to represent the level of compliance of procedures, processes, policies and the internal organisation of individual companies and of the Group to applicable legislation, as well as compliance risk.

The Compliance Function also collaborates in the training of staff on the provisions applicable to the activities carried out, in order to spread a corporate culture based on the principles of honesty, fairness and respect for the spirit and the letter of the rules.

Actuarial Function

The Actuarial Function has the main tasks of verifying, pursuant to Solvency II provisions, the suitability of the technical provisions, the reliability and adequacy of the data used to calculate these provisions and of assessing the suitability of the overall underwriting policy and the reinsurance agreements, pursuant to the provisions of Legislative Decree No. 209 of 7 September 2005, as amended, implementing the Solvency II Directive. The Actuarial Function reports directly to the Board of Directors to whom it delivers a written report annually documenting all activities carried out and their outcome, also in regard to the quality of the data, identifying any significant deficiencies and recommending ways to address them and to increase the quality and quantity of available data. The Actuarial Function also reports promptly to the board on any element identified as a result of activities carried out that may have a significant impact on the financial condition of the company.

The Actuarial Function is responsible for:

- coordinating the calculation of the Solvency II technical provisions, assessing the adequacy of the methods, models and assumptions which provide the basis for said calculation and evaluating the adequacy and quality of the data used;

- expressing an opinion on the overall risk underwriting policy and on the adequacy of reinsurance agreements; and

- making a contribution to the risk management system, also with reference to risk modelling underlying the calculation of capital requirements and the own risk and solvency assessment, and verifying the consistency between the amounts of the technical provisions calculated according to the assessment criteria applied to the financial statements and the calculations resulting from the application of the Solvency II criteria.

In accordance with the Private Insurance Code, the Actuarial Function is entrusted to an actuary registered in the professional register pursuant to Law no. 194 of 9 February 1942, or parties with sufficient mathematical, actuarial and financial knowledge with respect to the nature, extent and complexity of the risks inherent in the company's activities and proven professional experience in the relevant matters for the purposes of fulfilling these duties.

Ethics Officer

The Ethics Officer of UG assists the Ethics Committee of UG, that oversees and guarantees respect for the Code of Ethics in all UG's companies, investigating and evaluating any report of alleged non-compliance and alleged infringement of the Code of Ethics from various stakeholders.

Independent auditors

On 17 April 2019, the ordinary shareholders' meeting of UnipolSai 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 Contabili) 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 the ASSIREVI – Associazione Nazionale Revisori Contabili, 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 UnipolSai, as of and for the years ended 31 December 2023 and 2022, as stated in the English translation of their audit reports incorporated by reference into this Base Prospectus.

SUSTAINABILITY AND ESG MANAGEMENT

The sustainability guidance function is performed by the Board of Directors, which approves Policies that define the Group's ESG (Environmental, Social and Governance) commitments, the Integrated Three-Year Strategic Plan and the Sustainability Report. Since 2022, the Board has been supported by the Appointments, Governance and Sustainability Board Committee established within UnipolSai, which performs propositional, advisory, investigation and support functions for the Board of Directors with regard to ESG topics, coordinating – for the areas of competence – the policies, processes, initiatives and activities designed to monitor and promote the efforts of the Company for the pursuit of sustainable success. The implementation of the strategies is supported by the Sustainability Function, which reports to the Chief Executive Officer.

Sustainability is integrated within the strategies and activities of the Group, which pursues the objectives of creating shared value, support for sustainable development and the prevention and mitigation of ESG risks.

The commitments made in the Unipol Gruppo Code of Ethics are concretely expressed in the Sustainability Policy, which outlines strategies for pursuing the objectives of Sustainable Success and the management of ESG risks and impacts, in line with the overall system for the management of the risks and impacts generated by the Group as a result of its activities and business relationships. In 2023, the Policy was enhanced with two new annexes: the "Guidelines on Human Rights", which aim to define and develop a structured approach on the issue, in order to identify, monitor and manage impacts on human rights in all their forms, and the "Anti-Corruption Guidelines", which aim to organically provide the reference anti-corruption principles for the Unipol Group Companies.

ESG risk and impact monitoring is then operationally broken down into Business policies, namely:

- the Risk Management Policy calls for the identification and monitoring of ESG risk factors within the risk management framework, (a) with a view to focusing emerging risks on environmental, social and governance aspects, and (b) in terms of impact on the main current risk categories (Non-Life and Health underwriting risks, Life underwriting risks, market, credit, liquidity and ALM risks, operational, strategic and reputational risks);

- the Underwriting Policies - Non-Life Business and Life Business introduce the assessment of the ESG performance of current and potential customers as an element for preventing and mitigating ESG risks; for the application of this approach, in 2023 the scope of the structured process for identifying parties with high potential to generate negative ESG impacts was extended in the Non-Life sector, which at year-end was applied to 22 of the most sold standard products dedicated to businesses;

- the Investment Policy promotes the integration of ESG factors within decision-making processes relating to investments, through screening of ESG performance linked to strategies for the exclusion of companies and countries on the basis of conduct or business sector. In 2023, the Guidelines for responsible investment activities, an annex to the Policy that deals with these issues, were subject to an overall update and adaptation to take into account the evolution of the external and internal context on the topic; and

- the Outsourcing and Supplier Selection Policy sets out the assessment of proper and responsible management requirements in supplier selection criteria, asking suppliers to respect the Supplier Code of Conduct for responsible procurement. During 2023, the Supplier Code of Conduct was updated to make it more suitable for adoption also by Group companies operating in the non-insurance sectors of the Mobility, Property and Welfare ecosystems.

UnipolSai believes that the opportunities and well-being of the customers and people who work with the Group on a daily basis are necessary conditions for its market development capacity and its sustainable success. Therefore, in the "Opening New Ways" 2022-2024 Strategic Plan, in relation to each of the five strategic guidelines, ESG objectives are identified and integrated, i.e. lines of action that, starting from opportunities linked to social, environmental and governance aspects, are aimed at generating positive impacts for stakeholders and society as well and contributing to sustainable development.

The main actions implemented in 2023 to meet these objectives include:

- evolution of the Life & Health offer from a Life-Cycle perspective, offering insurance solutions and assistance services designed to meet the specific needs that arise in the different periods of life, identifying solutions that respond to the change over time in the needs of individuals and, together, of society;

- an approach to sustainable MV insurance, with the distribution of MV policies with a device that makes it possible to monitor vehicle use, the kilometres travelled and the driving style and support customers in reducing their environmental impact, inviting them to set goals for themselves for reducing their CO2 emissions (Smart Drive) or offsetting CO2 emissions with a monthly contribution (BeRebel);

- enhancement of the Property offer in a synergistic and integrated manner, offering services that provide reliable support to homeowners, intervening with a responsible conduct approach in critical supply chains, for example by structuring the UnipolHome craftsmen network; and

- pursuit of the Climate Strategy, which affirms the way the Group handles climate-related risks and opportunities, contributing to the achievement of the Paris Agreement target of limiting global warming of 1.5°C, with a reduction in direct and indirect impacts.

In support of this latter objective, in June 2023 the Board of Directors of the holding company Unipol Gruppo – in line with the Target Setting Protocol of the Net-Zero Asset Owner Alliance which it joined in 2022 – approved the interim sustainability targets for 2030 for its financial investments portfolio (with the commitment to reduce the carbon intensity of its directly managed portfolios of listed equities and publicly traded corporate bonds by 50% by 2030 compared to 30 September 2022).

In this manner, the Group is committed to contributing to the achievement of the UN 2030 Agenda Goals 3 (Good health and well-being), 8 (Decent work and economic growth), 11 (Sustainable cities and communities), 12 (Responsible production and consumption) and 13 (Climate action).

The sustainability indicators aimed at monitoring compliance with the commitments made include:

(i) the increase in premiums for the sale of products with a social and environmental impact, with the aim of reaching 30% of the corresponding product families at the end of 2024; the result at the end of 2023 was 27.6%;

(ii) the increase in thematic investments, from Euro 862 million to Euro 1,300 million over the course of the Plan; the target was reached and exceeded in 2023, coming to Euro 1,439.3 million; and

(iii) the maintenance of reputational performance with the general public higher than the average of the financial-insurance sector; in 2023, Unipol's reputational index was 77.6/100, almost ten points higher than the industry average.

The role of non-financial factors among long-term variable remuneration criteria was strengthened significantly, to support the adoption of integrated thinking in the managerial structure; in the 2022-2024 period, these factors account for 20% of the long-term variable remuneration, considering the following objectives:

- reduction of Scope 1 and 2 greenhouse gas emissions of Unipol Group's business properties, in line with climate science-based objectives;
- increase in the amount of thematic investments in support of the UN 2030 Agenda; and
- reduction at the end of the three-year accrual period of the gender pay gap on the Unipol Group scope under a threshold value.

During the year, social initiatives continued as well: insurance education through the UnipolEos project and with FEduf (Foundation for Financial Education and Savings) for schools, the campaigns with Legambiente (**Bellezza Italia**) and the initiatives to support a widespread culture of respect for women. In the stakeholder engagement and management activities of the Unipol Regional Councils (CRU), in 2023 the new administrations of some CRUs in both the North West and Central Italy became fully operational, and the stakeholder engagement and management activities of the Councils were able to successfully involve new organisations and reactivate the participation of those already present. Important projects launched in the previous year were also completed; the CreAree project recorded a qualitative and quantitative leap in quality, committing new resources, new partners and new sustainable development objectives at local level, for internal and marginal areas, and at national level, i.e. for the entire CRU network.

At international level, the holding company Unipol has signed up to the United Nations Global Compact, the Principles for Responsible Investing (UN PRI) and, as of 2021, the Principles for Sustainable Insurance (PSI), the global framework on sustainability in the insurance sector promoted by the United Nations Environmental Programme Finance Initiative (UNEP FI).

LITIGATION

As part of the ordinary course of business, companies within the UnipolSai Group are and may in the future be subject to a number of administrative, civil, regulatory, criminal and tax proceedings relating to their activities. UnipolSai has conducted a review of its ongoing litigation and has made what it considers to be appropriate provisions in its consolidated financial statements when a loss is certain or probable and reasonably estimable, in accordance with applicable accounting principles and procedures governing the preparation of financial statements. Notwithstanding the foregoing, it cannot be excluded that the occurrence of new developments, facts and circumstances that, as at the date of this Base Prospectus, are not predictable may result in such provisions being inadequate. In certain cases, where the negative outcome of disputes was considered to be only a remote possibility, no specific provisions were made in the Issuer's consolidated financial statements. In addition, UnipolSai and its subsidiaries are and may be involved in certain proceedings for which no provisions for contingent liabilities were made as the impact of any negative outcome could not be estimated.

For further information on legal proceedings involving the companies belonging to the UnipolSai Group, see the section headed "*Notes to the Statement of Financial Position – Ongoing disputes and contingent liabilities*" on pages 156 to 158 of the consolidated financial statements of the Issuer as at and for the year ended 31 December 2023 incorporated by reference into this Base Prospectus (see section "*Documents Incorporated by Reference*" above).

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 overview does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the Notes and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or commodities) may be subject to special rules.

This overview assumes that the Issuer is resident in the Republic of Italy for tax purposes, is structured and conducts its business in the manner outlined in this Base Prospectus. Changes in the Issuer's organisational structure, tax residence or the manner in which it conducts its business may invalidate this overview. This overview also assumes that each transaction with respect to the Notes is at arm's length.

Where in this overview, English terms and expressions are used to refer to Italian concepts, the meaning to be attributed to such terms and expressions shall be the meaning to be attributed to the equivalent Italian concepts under Italian tax law.

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 will not be updated to reflect changes in laws and if such a change occurs the information in this summary could become invalid.

TAXATION IN THE REPUBLIC OF ITALY

Tax treatment of the Notes

Legislative Decree No. 239 of 1 April 1996, as subsequently amended, ("**Decree 239**") provides for the applicable regime with respect to the tax treatment applicable to interest, premium and other income (including the difference between the redemption amount and the issue price) to the extent that the Notes fall within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*), issued, by Italian companies with shares traded on a EU or EEA regulated market or multilateral trading facility.

Pursuant to Article 44 of Decree No. 917 of 22 December 1986, for securities to qualify as titoli similari alle obbligazioni (securities similar to bonds), they must (i) incorporate an unconditional obligation to pay at maturity an amount not lower than their nominal value or principal amount ("*valore nominale*") and (ii) attribute to the Noteholders no direct or indirect right to control or participate to the management of the Issuer.

The tax regime set forth by Decree 239 also applies to interest, premium and other income from regulatory capital financial instruments (*strumenti finanziari rilevanti in materia di adeguatezza patrimoniale*) complying with EU and Italian regulatory laws and regulations in effect since the Issue Date, issued by, *inter alia*, Italian tax resident entities supervised by the Italian insurance agency (IVASS), 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 and clarified by Law No. 147 of 27 December 2013, and by Article 9 of Law Decree No. 34 of 30 April 2019.

Italian resident Noteholders

Where an Italian resident beneficial owner of the Notes is (a) an individual not engaged in an entrepreneurial activity to which the Notes are connected; (b) a non-commercial partnership pursuant to article 5 of Decree 917; (c) a non-commercial private or public entity (other than UCIs as defined below) or a non-commercial trusts (i.e. a trust not carrying out mainly or exclusively commercial activities); or (d) an investor exempt from Italian corporate income taxation (unless the Noteholders have opted for the application of the *risparmio gestito* regime – see "*Capital gains tax*" below), interest, premium and other income relating to the Notes, accrued during the relevant holding period, are subject to a substitute tax, referred to as "*imposta sostitutiva*", levied at the rate of 26 per cent.

In the event that the Noteholders described under (a) and (c) above are engaged in an entrepreneurial activity to which the Notes are connected, the *imposta sostitutiva* applies as a provisional tax and the relevant interest, premium and other income related to the Notes must be included in their relevant income tax return.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not acting in connection with an entrepreneurial activity to which the Notes are connected 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 *imposta sostitutiva*, on interest relating to the Notes if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth in Article 1(88-114) of Law No. 232 of 11 December 2016, as subsequently amended (the "**Finance Act 2017**"), Article 1(210-215) of Law No. 145 of 30 December 2018 (the "**Finance Act 2019**"), Article 13-*bis* of Law Decree no. 124 of 26 October 2019 and Article 136 of Law Decree No. 34 of 19 May 2020, as amended and supplemented from time to time.

Where an Italian resident Noteholder is a company or similar commercial entity, or a permanent establishment in Italy of a foreign company to which the Notes are effectively connected, and the Notes are deposited in due time, together with the coupons relating to such Notes, with an Intermediary (as defined below), interest, premium and other income from the Notes will not be subject to *imposta sostitutiva* where the Noteholder is the beneficial owner of the payment. However, interest, premium and other income must be included in the relevant Noteholder's income tax return and are therefore subject to general Italian income taxation (IRES) also to the regional tax on productive activities ("**IRAP**"). If the Noteholder is a commercial partnership, interest, premium and other income from the Notes are instead attributed and subject to taxation in the hands of the partners according to the tax transparency principle.

Under the current regime provided by Law Decree No. 351 of 25 September 2001 converted into law with amendments by Law No. 410 of 23 November 2001 ("**Decree 351**"), and Article 9, par. 1, Legislative Decree No. 44 of 4 March 2014, payments of interest in respect of the Notes made to Italian resident real estate investment funds ("**Real Estate Funds**") established pursuant to Article 37 of Legislative Decree No. 58 of 24 February 1998 (the "**Financial Services Act**") or pursuant to Article 14-bis of Law No. 86 of 25 January 1994, and Italian real estate investment companies with fixed capital (the "**Real Estate SICAFs**" and, together with the Italian resident real estate investment funds, the "**Real Estate UCIs**") are subject neither to *imposta sostitutiva* nor to any other income tax in the hands of the Real Estate Fund, provided that it is the beneficial owner of the payment and that the Notes, together with the relevant coupons, are timely deposited with an authorised intermediary, but subsequent distributions made in favour of unitholders or shareholders will 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, income of the Real Estate UCIs is subject to taxation in the hands of the unitholder or shareholder regardless of distribution.

If the Noteholder is resident in Italy and is an open-ended or closed-ended investment fund (other than Real Estate Fund), a SICAF (an investment company with fixed capital other than a Real Estate SICAF) or a SICAV (an investment company with variable capital) established in Italy (the "**UCI**") and either (i) the fund, the SICAF or the SICAV or (ii) their manager is subject to the supervision of a regulatory authority, and the relevant Notes are deposited in due time, together with the coupons relating to such Notes, with an Intermediary (as defined below), interest accrued during the holding period on such Notes will not be subject to *imposta sostitutiva* nor to any other income tax in the hands of the UCI, provided that the Fund, the SICAV or the SICAF is the beneficial owner of such payments. However, such interest must be included in the management results of the UCI accrued at the end of each tax period. Moreover, while the UCI will not be subject to IRES, IRAP and *imposta sostitutiva,* a withholding tax of 26 per cent. may apply, in certain circumstances, to distributions made in favour of certain categories of unitholders or shareholders or in case of redemption or sale of the units or shares in the Funds (the "**Collective Investment Fund Withholding Tax**").

Where an Italian resident Noteholder is a pension fund (subject to the regime provided for by Article 17 of Legislative Decree No. 252 of 5 December 2005) and the Notes are deposited in due time, together with the coupons relating to such Notes, with an Intermediary (as defined below), interest relating to the Notes and accrued during the holding period will not be subject to *imposta sostitutiva*, provided that the pension fund is the beneficial owner of such payments. However, the interest must be included in the result of the relevant portfolio accrued at the end of the tax period to be subject to a 20 per cent. substitute tax. Subject to certain conditions (including minimum holding period requirement) and limitations, interest relating to the Notes may be excluded from the taxable base of the 20 per cent. substitute tax if the Notes are included in a long-term savings account (*piano di risparmio a lungo termine*) that meets the requirements set forth in Article 1 (88-114) of Finance Act 2017, in Article 1(210-215) of Finance Act 2019, in Article 13-bis of Law Decree no 124 of 26 October 2019 and in Article 136 of Law Decree No. 34 of 19 May 2020 as amended and supplemented from time to time.

Pursuant to Decree 239, *imposta sostitutiva* is applied by banks, Italian investment companies (*società di intermediazione mobiliare*) ("**SIMs**"), fiduciary companies, Italian asset management companies (*società di gestione del risparmio*) ("**SGRs**"), stockbrokers and other entities identified by a decree of the Ministry of Finance (each, an "**Intermediary**"), as subsequently amended and integrated.

An Intermediary must (a) be (i) resident in Italy or (ii) a permanent establishment in Italy of a non-Italian resident financial intermediary, or (iii) an entity or company not resident in Italy, acting through a system of centralised administration of notes and directly connected with the Italian Revenue Agency having appointed an Italian representative for the purposes of Decree 239; and (b) intervene, in any way, in the collection of interest or in the transfer 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 or deposit account wherewith which the Notes are deposited.

Where the Notes are not deposited with an Intermediary, the *imposta sostitutiva* is applied and withheld by any entity paying interest to a Noteholder.

Non-Italian resident Noteholders

Where the Noteholder is a non-Italian resident without a permanent establishment in Italy to which the Notes are connected, an exemption from the *imposta sostitutiva* applies *provided that* the non-Italian resident beneficial owner is either (a) resident, for tax purposes, in a country which allows for a satisfactory exchange of information with Italy in the tax sector as listed in Ministerial Decree of 4 September 1996, as amended and supplemented (the "**White List**"); or (b) an international body or entity set up in accordance with international agreements which have entered into force in Italy; or (c) a Central Bank or an entity which manages, *inter alia*, the official reserves of a foreign State; or (d), subject to certain conditions and to additional documentary filings, an institutional investor, whether or not subject to tax, which is established in a country which allows for a satisfactory exchange of information with Italy, as listed in the White List.

The *imposta sostitutiva* will be applicable at the rate of 26 per cent. (or at the reduced rate provided for by the applicable double tax treaty, if any, subject to timely filing of required documentation provided by Decree of the Director of Italian Revenue Agency No. 2013/84404 of 10 July 2013) to interest, paid to Noteholders who do not qualify for the exemption or do not timely and properly comply with set requirements.

In order to ensure gross payment, non-Italian resident Noteholders without a permanent establishment in Italy to which the Notes are effectively connected must be the beneficial owners of the payments of interest, premium or an institutional investor and:

(a) deposit in due time, directly or indirectly, the Notes, together with the coupons relating to such Notes, with:

   (i) an Italian or foreign bank or financial institution (there is no requirement for the bank or financial institution to be EU resident) (the "**First Level Bank**"), acting as intermediary in the deposit of the Notes held, directly or indirectly, by the Noteholder with a Second Level Bank (as defined below); or with

(ii) a resident bank or SIM or a permanent establishment in Italy of a non-Italian resident bank or SIM, acting as depositary or sub depositary of the Notes appointed to maintain direct relationships, via telematics link, with the Department of Revenue of the Ministry of Economy and Finance (the "**Second Level Bank**"). Non-Italian resident entities or companies participating in a central securities depository system which is in contact, via computer, with the Ministry of the Economy and Finance (which includes Euroclear and Clearstream), can qualify as Second Level Banks, *provided that* they appoint an Italian representative for the purposes of the application of Decree 239. In the event that a non-Italian resident Noteholder deposits the Notes directly with a Second Level Bank, the latter shall be treated both as a First Level Bank and a Second Level Bank; and

(b) file with the relevant depository, in due time, a statement of the relevant Noteholder, which remains valid until withdrawn or revoked, in which the Noteholder declares to be the beneficial owner of any interest on the Notes and to be eligible to benefit from the applicable exemption from *imposta sostitutiva*. Such statement, which is not requested for international bodies or entities set up in accordance with international agreements which have entered into force in Italy nor in case of foreign Central Banks or entities which manage, *inter alia*, the official reserves of a foreign State, must comply with the requirements set forth by Ministerial Decree of 12 December 2001, as subsequently amended. The statement does not need to be submitted if a certificate, declaration or other similar document for the same or equivalent purposes was previously submitted to the same depository.

Specific requirements and documentary filing obligations are provided for institutional investors.

Failure of a non-resident Noteholder to comply in due time with the procedures set forth in Decree 239 and in the relevant implementation rules will result in the application of imposta sostitutiva on Interest payments to a non-resident Noteholder.

For non-Italian resident Noteholders, Interest from Notes may be subject to the reduced withholding tax rate provided for by the applicable tax treaty with Italy, subject to the fulfilment of certain procedural requirements.

Atypical securities

Notes that, from a tax perspective, are not deemed to fall within neither the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*), nor in the category of shares and assimilated instruments, as described under the caption "Tax treatment of the Notes", would qualify as atypical securities and, as a consequence, such Notes may fall out of the scope of Decree 239; in this case, interest, premium and other income (including the difference between the redemption amount and the issue price) relating to the Notes would be subject to a withholding tax, levied at the rate of 26 per cent pursuant to Law Decree No. 512 of 30 September 1983. For this purpose, debentures 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.

Subject to certain limitations and requirements (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 or a pension fund (subject to the regime provided for by Article 17 of the Legislative Decree No. 252 of 5 December 2005) may be exempt from the withholding tax on interest, premium and other income relating to the Notes not falling within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) and issued by an Italian resident issuer, 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 in Article 1(88-114) of the Finance Act 2017, in Article 1(210-215) of Finance Act 2019 and in Article 13-bis of Law Decree no 124 of 26 October 2019 and in Article 136 of Law Decree No. 34 of 19 May 2020 as amended and supplemented from time to time.

In the case of Notes issued by an Italian resident, where the Noteholder is (a) an Italian individual engaged in an entrepreneurial activity to which the Notes are connected; (b) an Italian company or a similar Italian commercial entity; (c) a permanent establishment in Italy of a foreign entity; (d) an Italian commercial partnership; or (e) an Italian commercial private or public institution, the withholding tax is a provisional withholding tax. In all other cases, including when the Noteholder is a non-Italian resident, the withholding tax is a final withholding tax.

Capital gains tax

Any gain obtained from the sale or redemption of the Notes, both whether they fall within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) or in the category of atypical securities, would be subject to the taxation regime described below.

Any gain obtained from the sale or redemption of the Notes would be treated as part of the taxable income (and, in certain circumstances, depending on the "status" of the Noteholder, also as part of the net value of the production for IRAP purposes) if realised by an Italian company or a similar commercial entity (including the Italian permanent establishment of foreign entities to which the Notes are connected), a commercial partnership or Italian resident individuals engaged in an entrepreneurial activity to which the Notes are connected.

Where an Italian resident Noteholder is an (i) an individual holding the Notes not in connection with an entrepreneurial activity, (ii) a non-commercial partnership, or (iii) a non-commercial private or public institution, any capital gain realised by such Noteholder from the sale or redemption of the Notes would be subject to an *imposta sostitutiva*, levied at the current rate of 26 per cent. Noteholders may set off losses with gains, subject to certain conditions.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not engaged in an entrepreneurial activity to which the Notes are connected 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 Italian capital gain taxes, including the *imposta sostitutiva*, on capital gains realised upon sale or redemption of the Notes, if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth in Article 1(88-114) of Finance Act 2017, in Article 1(210-215) of Finance Act 2019, in Article 13-bis of Law Decree no 124 of 26 October 2019 and Article 136 of Law Decree No. 34 of 19 May 2020, as amended and supplemented from time to time.

In respect of the application of *imposta sostitutiva*, taxpayers may choose one of the three regimes described below.

Under the tax declaration regime (*regime della dichiarazione*), which is the default regime for Italian Noteholders under (i) to (iii) above, the *imposta sostitutiva* on capital gains will be chargeable, on a cumulative basis, on all capital gains, net of any incurred capital loss, realised by the investor in connection with an entrepreneurial activity pursuant to all sales or redemptions of the Notes carried out during any given tax year. The relevant Noteholder must indicate the overall capital gains realised in any tax year, net of any relevant incurred capital loss, in the annual tax return and pay *imposta sostitutiva* on such gains together with any balance of income tax due for such year. Capital losses in excess of capital gains may be carried forward and offset against capital gains realised in any of the four succeeding tax years.

As an alternative to the tax declaration regime, Italian resident Noteholders under (i) to (iii) above may elect to pay the *imposta sostitutiva* separately on capital gains realised on each sale or redemption of the Notes (the "*risparmio amministrato*" regime). Such separate taxation of capital gains is allowed subject to (a) the Notes being deposited with Italian banks, SIMs or certain authorised financial intermediaries (including permanent establishments in Italy of foreign intermediaries) and (b) an express election for the *risparmio amministrato* regime being timely made in writing by the relevant Noteholder. The depository intermediary is responsible for accounting for *imposta sostitutiva* in respect of capital gains realised on each sale or redemption of the Notes (as well as in respect of capital gains realised upon the revocation of its mandate), net of any incurred capital loss, and is required to pay the relevant amount to the Italian tax authorities on behalf of the taxpayer, deducting a corresponding amount from the proceeds to be credited to the Noteholder or using funds provided by the Noteholder for this purpose. Under the *risparmio* *amministrato* regime, where a sale or redemption of the Notes results in a capital loss, such loss may be deducted from capital gains subsequently realised, within the same securities management, in the same tax year or in the following tax years up to the fourth. Under the *risparmio amministrato* regime, the Noteholder is not required to declare the capital gains in the annual tax return.

Any capital gains realised by Italian resident Noteholders under (i) to (iii) above who have entrusted the management of their financial assets, including the Notes, to an authorised intermediary and have opted for the so-called "*risparmio gestito*" regime will be included, together with Interest relating to such Notes, in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a substitute tax at a rate of 26 per cent, to be paid by the managing authorised intermediary. Under the *risparmio gestito* regime, any depreciation of the managed assets accrued at year end may be carried forward against increase in value of the managed assets accrued in any of the four succeeding tax years. Under the *risparmio gestito* regime, the Noteholder is not required to declare the capital gains realised in the annual tax return.

Any capital gains realised by a Noteholder who is a Real Estate UCI or a Real Estate SICAF will be subject neither to *imposta sostitutiva* nor to any other income tax at the level of the Real Estate UCI or of the Real Estate SICAF, but subsequent distributions made in favour of unitholders or shareholders, as well as redemptions of units/shares, will 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, income of the Real Estate UCI is subject to taxation in the hands of the unitholder or the shareholder regardless of distribution.

Any capital gains realised by a Noteholder which is a UCI will not be subject to *imposta sostitutiva*, but will be included in the result of the relevant portfolio accrued at the end of the relevant fiscal year. Such result will not be taxed with the UCI, but subsequent distributions in favour of unitholders of shareholders, redemption or sale of the units/shares may be subject to the Collective Investment Fund Withholding Tax.

Any capital gains realised by a Noteholder who is an Italian pension fund (subject to the regime provided for by article 17 of the Legislative Decree No. 252 of 5 December 2005) will be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to the 20 per cent. substitute tax. Subject to certain conditions (including minimum holding period requirement) and limitations, capital gains relating to the Notes issued by an Italian resident or White List resident Issuer may be excluded from the taxable base of the 20 per cent. substitute tax if the Notes are included in a long-term savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements set forth in Article 1 (88-114) of Finance Act 2017, in Article 1(211-215) of Finance Act 2019, Article 13-*bis* of Law Decree No. 124 of 26 October 2019 and Article 136 of Law Decree No. 34 of 19 May 2020.

Capital gains realised by non-Italian resident Noteholders, not having a permanent establishment in Italy to which the Notes are connected, from the sale or redemption of Notes issued by an Italian resident issuer and traded on regulated markets are neither subject to the *imposta sostitutiva* nor to any other Italian income tax. The application of the exemption may be subject in certain cases to the timely filing by the non-Italian resident Noteholders, with the authorised financial intermediary, of an appropriate statement (autocertificazione) providing that the Noteholder is not resident in the Republic of Italy for tax purposes and has no permanent establishment in Italy to which the Notes are effectively connected.

Capital gains realised by non-Italian resident Noteholders, without a permanent establishment in Italy to which the Notes are effectively connected, from the sale or redemption of Notes issued by an Italian resident issuer not traded on regulated markets are not subject to the *imposta sostitutiva*, *provided that* the noteholder is the beneficial owner of the capital gains and: (a) is resident in a country which allows for a satisfactory exchange of information with Italy in the tax sector, as listed in the White List; or (b) is an international entity or body set up in accordance with international agreements which have entered into force in Italy; or (c) is a Central Bank or an entity which manages, *inter alia*, the official reserves of a foreign State; or (d) is an institutional investor which is established in a country which allows for a satisfactory exchange of information with Italy, as listed in the White List, even if it does not possess the status of taxpayer therein, to the extent all the requirements and procedures set forth in Decree No. 239 and in the relevant implementation rules, as subsequently amended, are met or complied with in due time.

If none of the conditions above is met, capital gains realised by non-Italian resident Noteholders without a permanent establishment in Italy to which the Notes are connected from the sale or redemption of Notes issued by an Italian resident issuer and not traded on regulated markets, are subject to the *imposta sostitutiva* at the current rate of 26 per cent..

In any event, Noteholders who are eligible to benefit from a double taxation treaty with Italy providing that capital gains realised upon the sale, early redemption or redemption of Notes 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 the sale, early redemption or redemption of Notes issued by an Italian resident issuer. In such a case, in order to benefit from this exemption from Italian taxation on capital gains, non-Italian resident Noteholders who hold the Notes with an Italian authorised financial intermediary, may be required to produce in due time to the Italian authorised financial intermediary appropriate documents which include, inter alia, a statement from the competent tax authorities of the country of residence.

Inheritance and gift taxes

Pursuant to Law Decree No. 262 of 3 October 2006, converted into Law No. 286 of 24 November 2006, as subsequently amended, the transfers of any valuable asset (including shares, notes or other securities) as a result of death or donation are taxed as follows:

(a) transfers in favour of spouses and direct descendants or direct ancestors are subject to an inheritance and gift tax applied at a rate of 4 per cent on the value of the inheritance or the gift exceeding, for each beneficiary, €1,000,000;

(b) transfers in favour of relatives to the fourth degree or relatives-in-law to the third degree are subject to an inheritance and gift tax at a rate of 6 per cent. on the entire value of the inheritance or the gift. Transfers in favour of brothers/sisters are subject to the 6 per cent inheritance and gift tax on the value of the inheritance or the gift exceeding, for each beneficiary, €100,000; and

(c) any other transfer is, in principle, subject to an inheritance and gift tax applied at a rate of 8 per cent. on the entire value of the inheritance or the gift.

If the transfer is made in favour of persons with severe disabilities, the tax is levied at the rate mentioned above in paragraphs (a), (b) and (c) on the value exceeding, for each beneficiary, €1,500,000.

Pursuant to article 6 Law no. 112/2016 ("Legge sul Dopo di Noi") as amended by article 89, paragraph 8, Legislative Decree 3 July 2017, no.117, asset or other rights (a) contributed to a trust, or (b) subject to a scope restriction ex article 2645-ter Italian Civil Code, or (c) contributed to a special fund ruled by c*ontratto di affidamento fiduciario*, in favor of persons with severe disabilities, are exempt from inheritance and gift tax. Upon the death of the person with severe disabilities, inheritance and gift tax will be due by the last beneficiary of the transfer, to be specifically identified within the deed.

The mortis causa transfer of financial instruments included in a long-term savings account (*piano di risparmio a lungo termine*) - that meets the requirements from time to time applicable as set forth by Italian law - is exempt from inheritance tax.

Transfer tax

Contracts relating to the transfer of securities are subject to the following registration tax: (i) public deeds and notarised deeds are subject to fixed registration tax at a rate of €200.00; (ii) private deeds are subject to registration tax only in case of use, voluntary registration or on occurrence of the so called cross-reference (*enunciazione)*.

Stamp duty

Pursuant to Article 13 of the Tariff attached to Presidential Decree No. 642 of 26 October 1972, a proportional stamp duty applies on an annual basis to the periodic reporting communications sent by financial intermediaries to their clients for the Notes deposited in Italy. The stamp duty applies at a rate of 0.20 per cent. and cannot exceed €14,000 for taxpayers other than individuals; the taxable base is determined on the basis of the fair market value or, if no market value figure is available, of the nominal value or the redemption amount of such products. In the absence of the aforementioned values, reference is made to the purchase value of the Notes held, as inferable from the intermediary's records.

Based on the wording of the law and the implementing decree issued by the Italian Ministry of Economy on 24 May 2012, the stamp duty applies to any investor who is a client (as defined in the regulations issued by the Bank of Italy) of an entity that exercises in any form a banking, financial or insurance activity within the Italian territory.

Wealth Tax on securities deposited abroad

Pursuant to Article 19(18) of Decree 201, as amended and supplemented, Italian resident individuals, non-commercial entities and certain partnerships (*società semplici* or similar partnerships*)* holding the Notes outside the Italian territory are required to pay an additional tax at a rate of 0.20 per cent ("**IVAFE**"), which is determined in proportion to the period of ownership and cannot exceed €14,000 for taxpayers other than individuals.

This tax is calculated on the market value of the Notes at the end of the relevant year or, if no market value figure is available, the nominal value or the redemption value or in the case the nominal or redemption values cannot be determined, on the purchase price of any financial assets held outside the Italian territory by Italian resident individuals. If the financial products are no longer held on December 31 of the relevant year, reference is made to the value in the period of ownership. Taxpayers are entitled to an Italian tax credit equivalent to the amount of wealth taxes paid in the State where the financial assets are held (up to an amount equal to the Italian wealth tax due).

Pursuant to Article 1, (91) lett. b), of Law No. 213/2023, IVAFE has been established at a rate of 0.40 per cent, from the year 2024, of the value of financial products held in States or territories with a privileged tax regime identified by the decree of the Minister of Economy and Finance of 4 May 1999.

Tax Monitoring Obligations

Pursuant to Italian Law Decree No. 167 of 28 June 1990, converted by Italian Law No. 227 of 4 August 1990, as amended by Italian Law No. 97 of 6 August 2013 and subsequently amended by Italian Law No. 50 of 28 March 2014 and Italian Law No. 225 of 1 December 2016, individuals, non-commercial entities and certain partnerships (*società semplici* or similar partnerships) resident in Italy who hold investments abroad or have financial activities abroad must, in certain circumstances, disclose the aforesaid and related transactions to the Italian tax authorities in their income tax return (or, in case the income tax return is not due, in a proper form that must be filed within the same time as prescribed for the income tax return) regardless of the value of such assets (save for deposits or bank accounts having an aggregate value not exceeding a € 15,000 threshold throughout the year, which *per se* do not require such disclosure). This requirement applies even if the taxpayer during the tax period has totally divested such assets. The requirement applies also where the persons above, being not the direct holder of the financial instruments, are the actual owner of the instrument under the Italian money-laundering law.

Furthermore, the above reporting requirement is not to be complied with in relation to Notes deposited for management or administration with qualified Italian financial intermediaries, or with respect to contracts entered into through their intervention, upon condition that the cash flows and the items of income derived from the Notes have been made subject to tax by the same intermediaries.

EU directive on administrative cooperation and OECD common reporting standards in Italy

The EU Savings Directive adopted on 3 June 2003, by the EU Council of Economic and Finance Ministers (as subsequently amended) on taxation of savings income in the form of interest payments has been repealed from 1 January 2016 to prevent overlap between the Savings Directive and the new automatic exchange of information regime implemented under Council Directive 2011/16/EU on Administrative Cooperation in the field of Taxation (as amended by Council Directive 2014/107/EU).

Drawing extensively on the intergovernmental approach to implementing the United States Foreign Account Tax Compliance Act, the OECD developed the Common Reporting Standard ("**CRS**") to address the issue of offshore tax evasion on a global basis. Aimed at maximizing efficiency and reducing cost for financial institutions, the CRS provides a common standard for due diligence, reporting and exchange of financial account information. Pursuant to the CRS, participating jurisdictions will obtain from reporting financial institutions, and automatically exchange with exchange partners on an annual basis, financial information with respect to all reportable accounts identified by financial institutions on the basis of common due diligence and reporting procedures.

Italy has enacted Italian Law No. 95 of 18 June 2015 ("**Law 95/2015**") and the Italian Ministerial Decree dated 28 December 2015 implementing the CRS (and the amended EU Directive on Administrative Cooperation), which has entered into force on 1 January 2016, implemented Law 95/2015 and provides for the exchange of information in relation to the calendar year 2016 and later.

In the event that the Noteholder holds the Notes through an Italian financial institution (as meant in the Italian Ministerial Decree of 28 December 2015 implementing Law 95/2015), they may be required to provide additional information to such financial institution to enable it to satisfy its obligations under the Italian implementation of the CRS.

Finally, on 25 May 2018 the EU Council Directive 2018/822 (the "**DAC 6**") has been adopted. Under the DAC 6 intermediaries and/or taxpayers which meet certain criteria are required to disclose to the relevant Tax Authorities certain information concerning cross-border arrangements, which contain one or more of a prescribed list of hallmarks, performed from 25 June 2018 onwards. Information with regard to reported arrangements will be automatically exchanged by the competent authority of each EU jurisdiction every 3 months.

Intermediaries involved may be legally obliged to notify to tax authorities of certain types of cross-border arrangements and of proposals of implement such arrangements.

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

Foreign Account Tax Compliance Act ("FATCA")

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "foreign financial institution" ("**FFI**") may be required to withhold on certain payments it makes ("foreign pass-through payments") to persons that fail to meet certain certification, reporting, or related requirements. The Issuer is a foreign financial institution for these purposes.

A number of jurisdictions, including the Republic of Italy, have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA ("**IGAs**"), which modify the way in which FATCA applies in their jurisdictions. In particular, with the Law 18 June 2015 No. 95, the Republic of Italy ratified and enacted the IGA with the United States of America signed on 10 January 2014. 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.

Prospective investors should consult their own tax advisors on how these rules may apply to their investment in the Notes.

Taxation in Luxembourg

The following information is of a general nature only and is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. The information contained within this section is limited to Luxembourg withholding tax issues and prospective investors in the Notes should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a withholding tax or a tax of a similar nature refers to Luxembourg tax law and/or concepts only.

Luxembourg Tax Residency of the holders of the Notes

A Luxembourg non-resident holder of the Notes will not become resident, nor be deemed to be resident, in Luxembourg by reason only of the holding of the Notes, or the execution, performance, delivery and/or enforcement of their entitlements thereunder.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a withholding tax or a tax of a similar nature, or to any other concepts, refers to Luxembourg tax law and/or concepts only.

Withholding Tax

(i) Non-resident holders of Notes

Under Luxembourg general tax laws currently in force, there is no withholding tax on payments of principal, premium or interest made to non-resident holders of Notes, nor on accrued but unpaid interest in respect of the Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Notes held by non-resident holders of Notes.

(ii) Resident holders of Notes

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005 as amended (the Relibi Law), there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders of Notes, nor on accrued but unpaid interest in respect of Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Notes held by Luxembourg resident holders of Notes.

Under the Relibi Law, payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to an individual beneficial owner who is a resident of Luxembourg will be subject to a withholding tax of 20 per cent. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payments of interest under the Notes coming within the scope of the Relibi Law will be subject to a withholding tax at a rate of 20 per cent.

SUBSCRIPTION AND SALE

The Dealers have, in a programme agreement dated 13 May 2024, as modified, and/or supplemented and/or restated from time to time (the **Programme Agreement**), agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under "*Form of the Notes*" and the Conditions. In the Programme Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the update of the Programme and the issue of Notes under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

United States

The Notes have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States and may not be offered or sold within the United States or, if Category 2 is specified in the Final Terms, to, or for the account or benefit of, U.S. persons except in certain transactions exempt from or not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the Code and Treasury regulations promulgated thereunder. The applicable Final Terms will identify whether TEFRA C rules or TEFRA D rules apply or whether TEFRA is not applicable and will confirm whether the Issuer is Category 1 or Category 2 for the purposes of Regulation S under the Securities Act.

If Category 2 is specified in the Final Terms, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or deliver Notes: (a) as part of their distribution at any time; or (b) otherwise until 40 days after the completion of the distribution of all Notes of the Tranche of which such Notes are a part, within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S of the Securities Act. Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to agree, that it will send to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Accordingly, if Category 1 is specified in the Final Terms, the Notes are being offered and sold only outside the United States in offshore transactions in reliance on, and in compliance with, Regulation S.

Until 40 days after the commencement of the offering of any Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an available exemption from registration under the Securities Act.

Prohibition of Sales to EEA Retail Investors

Unless the Final Terms in respect of any Notes specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

  (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); or

  (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the **IDD**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

  (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (as amended, the **Prospectus Regulation**); and

(b) the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

If the Final Terms in respect of any Notes specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", in relation to each Member State of the European Economic Area, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not 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 applicable final terms in relation thereto to the public in that Member State except that it may, make an offer of such Notes to the public in that Member State:

(a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(b) 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 Dealer or Dealers nominated by the Issuer for any such offer; or

(c) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer or distribution of Notes referred to in paragraphs (a) to (c) above shall require the Issuer or any Dealer 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, (i) 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 the Notes, (ii) the expression **Prospectus Regulation** means Regulation (EU) 2017/1129, as amended from time to time.

Prohibition of Sales to UK Retail Investors

Unless the Final Terms in respect of any Notes specifies "Prohibition of Sales to UK Retail Investors" as "Not Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by the Base Prospectus as completed by the applicable final terms in relation thereto 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 Financial Services and Markets Act 2000, as amended (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; or

(iii) not a qualified investor as defined in Article 2 of Prospectus Regulation.

(b) the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

If the Final Terms in respect of any Notes specifies "Prohibition of Sales to UK Retail Investors" as "Note Applicable", each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not 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 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 Prospectus Regulation;

(b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of Prospectus Regulation) in the United Kingdom subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(c) at any time in any other circumstances falling within section 86 of the FSMA.

For the purposes of this provision, (i) 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, (ii) the expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

Other regulatory restrictions

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

(a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;

(b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

(c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the **FIEA)** and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

Republic of Italy

The offering of the Notes has not been registered pursuant to Italian securities legislation and, accordingly, each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that no Notes may be offered, sold or delivered, nor may copies of the Base Prospectus or of any other offering material 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 Prospectus Regulation and any applicable provision of Italian laws and regulations; or

(b) in other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the Prospectus Regulation, Article 34-*ter* of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time, and the applicable Italian laws.

Any offer, sale or delivery of the Notes or distribution of copies of the Base Prospectus or any other document relating to the Notes in the Republic of Italy under (i) or (ii) 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 (as amended from time to time) and the Legislative Decree No. 385 of 1 September 1993, as amended (the **Italian Consolidated Banking Act**); and

(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 Italian Consolidated Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

Singapore

Unless the Final Terms in respect of any Notes specifies “Singapore Sales to Institutional Investors and Accredited Investors only” as “Not Applicable”, each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore (the **MAS**). Accordingly, each Dealer has represented, warranted and agreed (and each further Dealer appointed under the Programme will be required to represent, warrant and agree) that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act 2001 of Singapore, as modified or amended from time to time (the **SFA**)) pursuant to Section 274 of the SFA or (ii) to an accredited investor (as defined in Section 4A of the SFA) pursuant to and in accordance with the conditions specified in Section 275 of the SFA.

If the Final Terms in respect of any Notes specifies "Singapore Sales to Institutional Investors and Accredited Investors only" as "Not Applicable", each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been and will not be registered as a prospectus with the MAS. Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

General

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Base Prospectus or any other document relating to the Notes and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any of the other Dealers shall have any responsibility therefor.

None of the Issuer and the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale. Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification may be set out in a supplement to this Base Prospectus.

GENERAL INFORMATION

Authorisation

The update of the Programme has been duly authorised by a resolution of the Board of Directors of the Issuer dated 15 February 2024.

The issue of Notes under the Programme will be authorised prior to each relevant issue of Notes by the competent bodies of the Issuer in accordance with applicable laws and the relevant provisions of the Issuer's by-laws. Each issuance resolution (*delibera di emissione*) shall be passed in notarial form and registered in the competent Companies' Register (*Registro delle Imprese*).

Listing of Notes, admission to trading and approval

Application has been made to the Luxembourg Stock Exchange for Notes issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List of the Luxembourg Stock Exchange during the period of 12 months following the date of this Base Prospectus. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU).

The Issuer may also issue Notes not admitted to trading on any market.

Documents Available

For the period of 12 months following the date of this Base Prospectus, copies of the following documents will, when published, be available for inspection from www.unipolsai.com/en:

A. the by-laws (*statuto*) (with an English translation thereof) of the Issuer;

B. a copy of each document incorporated by reference in this Base Prospectus;

C. the Agency Agreements, the Deed of Covenant and the forms of the Global Notes, the Notes in definitive form, the Coupons and the Talons;

D. a copy of this Base Prospectus;

E. any future Base Prospectus, prospectuses, information memoranda, supplements, Final Terms to this Base Prospectus and any other documents incorporated herein or therein by reference.

In addition, copies of this Base Prospectus, each Final Terms relating to Notes which are admitted to trading on the Luxembourg Stock Exchange's regulated market and each document incorporated by reference are available on the Luxembourg Stock Exchange's website at www.luxse.com.

Clearing Systems

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The appropriate Common Code and ISIN for each Tranche of Notes allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Final Terms. If the Notes are to be cleared through an additional or alternative clearing system the appropriate information will be specified in the applicable Final Terms.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking S.A., 42 Avenue J.F. Kennedy, L-1855 Luxembourg.

The Dematerialised Notes have been accepted for clearance by Monte Titoli. The Dematerialised Notes will be in bearer form and held in dematerialised form on behalf of the beneficial owners, until redemption or cancellation thereof, by Monte Titoli, for the account of the relevant Monte Titoli Account Holders (including Euroclear and Clearstream, Luxembourg). The relevant Final Terms shall specify any other clearing system as shall have accepted the relevant Dematerialised Notes for clearance together with any further appropriate information.

The registered office and principal place of business of Monte Titoli S.p.A. is Piazza degli Affari 6, 20123 Milan, Italy.

Conditions for Determining Price

The price and amount of Notes to be issued under the Programme will be determined by the Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

Significant or Material Adverse Change

Save as disclosed in the section headed "Description of the Issuer – Recent Developments" above, there has been no significant change in the financial performance or position of the Group since 31 March 2024 and there has been no material adverse change in the prospects of the Group since 31 December 2023.

Litigation

Neither the Issuer nor any other member of the Group is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this document which may have or have in such period had a significant effect on the financial position or profitability of the Issuer or the Group.

Independent Auditors

The current independent auditors of the Issuer are EY S.p.A. with registered office at Via Meravigli, 12, 20123 Milan, Italy ("**EY**"), who audited, in accordance with International Standards on Auditing (ISA Italia), the consolidated financial statements of UnipolSai, as of and for the years ended 31 December 2023 and 2022, as stated in the English translation of their audit reports incorporated by reference into this Base Prospectus.

EY is registered under No. 70945 in the Register of Accountancy Auditors (Registro Revisori Legali) kept by the Italian Ministry of Economy and Finance, in compliance with the provisions of Legislative Decree no. 39 of 27 January 2010. EY is also a member of the ASSIREVI (Associazione Nazionale Revisori Contabili), the Italian association of auditing firms.

Dealers transacting with the Issuer

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