



Banca Monte dei Paschi di Siena S.p.A. €50,000,000,000 Debt Issuance Programme

Under this €50,000,000,000 Debt Issuance Programme (the “**Programme**”), Banca Monte dei Paschi di Siena S.p.A. (the “**Issuer**” or “**BMPS**” or “**Bank**”) may from time to time issue notes governed by Italian law 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).

The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed €50,000,000,000 (or its equivalent in other currencies calculated as 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 purchase such Notes.

The terms and conditions for the Notes in Global Form are set out herein in “*Terms and Conditions for the Notes in Global Form*” and the terms and conditions for the Dematerialised Notes are set out herein in “*Terms and Conditions for the Dematerialised Notes*”. References to the “Notes” shall be to the Notes in Global Form and/or the Dematerialised Notes, as appropriate, and references to the “Terms and Conditions” or the “Conditions” shall be to the Terms and Conditions for the Notes in Global Form and/or the Terms and Conditions for the Dematerialised Notes, as appropriate and as specified in the applicable Final Terms. For the avoidance of doubt, in “*Terms and Conditions for the Notes in Global Form*”, references to the “Notes” shall be to the Notes in Global Form, and in “*Terms and Conditions for the Dematerialised Notes*”, references to the “Notes” shall be to the Dematerialised Notes.

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

This Base Prospectus has been approved as a base prospectus by the *Commission de Surveillance du Secteur Financier* (the “**CSSF**”), as competent authority under Regulation (EU) 2017/1129, as amended (the “**Prospectus Regulation**”) and the Luxembourg act relating to prospectuses for securities dated 16 July 2019 (*Loi du 16 juillet 2019 relative aux prospectus pour valeurs mobilières et portant mise en oeuvre du règlement (UE) 2017/1129*) (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. In addition, pursuant to Article 25 of the Prospectus Regulation, the Issuer has requested the CSSF to issue a certificate of approval of this Base Prospectus, together with a copy of this Base Prospectus, to the *Commissione Nazionale per le Società e la Borsa* (“**Consob**”) in its capacity as competent authority in Italy. Investors should make their own assessment as to the suitability of investing in the Notes.

By approving this Base Prospectus, in accordance with the Prospectus Regulation, the CSSF does not engage in respect of the economic or financial opportunity of the operation or the quality and solvency of the Issuer. 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. Application may also be made for the Notes to be admitted to listing on the Electronic Bond Market (Mercato Telematico Obbligazionario) (“**MOT**”) organised and managed by Borsa Italiana S.p.A. (“**Borsa Italiana**”).

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 (“**MiFID II**”).

This Base Prospectus (as supplemented as at the relevant time, if applicable) is valid for 12 months from its date of approval in relation to Notes which are to be admitted to trading on a regulated market in the European Economic Area (“EEA”) and/or offered to the public in the EEA other than in circumstances where an exemption is available under Article 1(4) and/or 3(2) of the Prospectus Regulation. The validity of this Base Prospectus ends upon expiration on 11 March 2026. 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.

The requirement to publish a prospectus under the Prospectus Regulation only applies to Notes which are to be admitted to trading on a regulated market in the EEA and/or offered to the public in the EEA other than in circumstances where an exemption is available under Article 1(4) and/or 3(2) of the Prospectus Regulation. References in this Base Prospectus to “Exempt Notes” are to Notes for which no prospectus is required to be published under the Prospectus Regulation and the United Kingdom Financial Services and Markets Act 2000, as amended (“FSMA”). The CSSF has neither approved nor reviewed information contained in this Base Prospectus in connection with Exempt Notes and with the Form of Pricing Supplement.

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 which is applicable to each Tranche (as defined under, as appropriate, the “*Terms and Conditions for the Notes in Global Form*” and the “*Terms and Conditions for the Dematerialised Notes*”) of Notes will (other than in the case of Exempt Notes, as defined above) 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). Copies of Final Terms in relation to Notes to be listed on the MOT will be published on the website of Borsa Italiana (www.borsaitaliana.it). In the case of Exempt Notes, 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 which is applicable to each Tranche will be set out in a pricing supplement document (the “**Pricing Supplement**”).

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.

In certain circumstances, payments of interest relating to the Notes are subject to a deduction by way of “*imposta sostitutiva*” or withholding tax as more fully set out in Condition 6 (*Taxation*) of the Terms and Conditions for the Notes in Global Form and Condition 6 (*Taxation*) of the Terms and Conditions for the Dematerialised Notes and in “*Taxation*”.

The rating of certain Series of Notes to be issued under the Programme may be specified in the applicable Final Terms or in the applicable Pricing Supplement (as the case may be). Whether or not each credit rating applied for in relation to relevant Series of Notes will be issued by a credit rating agency established in the European Union and registered under Regulation (EC) No 1060/2009 (as amended) (the “**CRA Regulation**”) will be disclosed in the applicable Final Terms or the applicable Pricing Supplement (as the case may be). Such credit rating agency will be included in the list of credit rating 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. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency. Please also refer to “*Credit ratings assigned to BMPS or any Notes may not reflect all the risks associated with an investment in those Notes*” in the “*Risk Factors*” section of this Base Prospectus.

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 applicable Final Terms or the applicable Pricing Supplement. 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 “**EU Benchmarks Regulation**”).

ARRANGER

NatWest

DEALERS

Banca Monte dei Paschi di Siena S.p.A.

J.P. Morgan

NatWest

Citigroup

Jefferies

UBS Investment Bank

IMPORTANT INFORMATION

Responsibility Statement

The Issuer accepts responsibility for the information contained in this Base Prospectus, any supplement thereto and the Final Terms or the Pricing Supplement (as the case may be) 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.

Third party information

No third party information is included in this Base Prospectus, except for the rating information set out in paragraph 4 “*Ratings*” of the section “*Banca Monte dei Paschi di Siena S.p.A.*” of this Base Prospectus. The Issuer declares that such information has been accurately reproduced and that as far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. The sources of such information are the following rating agencies: Moody’s France S.A.S. (“**Moody’s**”), Fitch Ratings Ireland Limited (“**Fitch**”) and DBRS Ratings GmbH (“**DBRS**”).

This Base Prospectus constitutes a base prospectus for the issuance of Notes under the Programme by BMPS. This Base Prospectus constitutes a base prospectus in respect of all Notes other than Exempt Notes issued under the Programme for the purposes of Article 8(1) 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, as amended (“EUWA”).

This Base Prospectus is to be read in conjunction with all documents which are incorporated herein by reference (see “*Documents incorporated by reference*” below). This Base Prospectus shall be read and construed on the basis that such documents incorporated by reference and form part of this Base Prospectus.

Other than in relation to the documents which are 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.

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

The Dealers have not undertaken, nor are responsible for, any assessment of the ESG Framework or the Green Eligible Projects and Social Eligible Projects, any verification of whether the Green Eligible Projects and Social Eligible Projects meet the criteria set out in the ESG Framework (each of such terms as defined in the “*Use of proceeds*” section of this Base Prospectus) or the monitoring of the use of proceeds.

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 (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by the Issuer or any of the Dealers 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 and/or the Group. “Group” means BMPS and its Subsidiaries (as defined in the Terms and Conditions for the Notes in Global Form and in the Terms and Conditions for the Dematerialised Notes). Neither this Base Prospectus, any supplement thereto, 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 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. Investors should review, *inter alia*, the most recently published documents incorporated by reference into this Base Prospectus when deciding whether or not to purchase any Notes.

IMPORTANT – EEA RETAIL INVESTORS – If the Final Terms in respect of any Notes (or Pricing Supplement, in the case of Exempt 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 EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the “Insurance Distribution Directive”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; 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, 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.

IMPORTANT – UK RETAIL INVESTORS – If the Final Terms in respect of any Notes (or Pricing Supplement, in the case of Exempt 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 EUWA; or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of 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 Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “UK PRIIPs Regulation”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

MiFID II product governance / target market – The Final Terms in respect of any Notes (or Pricing Supplement, in the case of Exempt 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 Arranger 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 (or Pricing Supplement, in the case of Exempt Notes) may include a legend entitled “UK MiFIR Product Governance” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any distributor should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “UK MiFIR Product Governance Rules”) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

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

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 document 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, for these purposes, the Republic of Italy (“Italy”)), Japan, the UK, Singapore and Switzerland see section “*Subscription and sale*” below.

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

SUITABILITY OF INVESTMENT

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in 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 legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended, (the "Securities Act") and are subject to U.S. tax law requirements. The Notes may not be offered, sold or delivered within the United States or to or for the account or benefit of U.S. persons (as defined in Regulation S under the U.S. Securities Act) except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. (see section "*Subscription and sale*" below).

PRESENTATION OF INFORMATION

All references in this document to "U.S. dollars", "U.S.\$" and "\$" refer to the currency of the United States of America and references to "euro", "€" and "Euro" 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.

Unless otherwise indicated, the financial information contained in this Base Prospectus has been prepared in accordance with International Financial Reporting Standards as adopted by the European Union ("IFRS").

Unless otherwise indicated, any reference in this Base Prospectus to "Consolidated Financial Statements" is to the consolidated financial statements of the Group as at and for the years ended 31 December 2023

and 31 December 2022 audited by PricewaterhouseCoopers S.p.A. as independent accountant, and incorporated by reference in this Base Prospectus.

The Consolidated Financial Statements are denominated in Euro.

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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 or Pricing Supplement (as the case may be) 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.

General description of the Programme

The following overview 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 Form of Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement). The Issuer and any relevant Dealer may agree that Notes shall be issued in a form other than that contemplated in the Terms and Conditions for the Notes in Global Form and the Terms and Conditions for the Dematerialised Notes, in which event, in the case of Notes other than Exempt Notes and, if appropriate, a supplement to the Base Prospectus or a new Base Prospectus will be published.

This section constitutes a general description of the Programme for the purposes of Article 25(1) of the Commission Delegated Regulation (EU) No. 2019/980.

Words and expressions defined in the “*Form of the Notes*” and in the “*Terms and Conditions for the Notes in Global Form*” and “*Terms and Conditions for the Dematerialised Notes*” below shall have the same meanings in this overview.

Issuer:	Banca Monte dei Paschi di Siena S.p.A. (the “ Issuer ” or “ BMPS ”)
Issuer Legal Entity Identifier (LEI):	J4CP7MHCXR8DAQMKIL78
Description:	Debt Issuance Programme
Arranger:	NatWest Markets N.V.
Dealers:	Banca Monte dei Paschi di Siena S.p.A. Citigroup Global Markets Europe AG J.P. Morgan SE Jefferies GmbH NatWest Markets N.V. UBS Europe SE and any other Dealers appointed in accordance with the Programme Agreement (as defined under section “ <i>Subscription and sale</i> ” below).
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 section “ <i>Subscription and sale</i> ” below), including the following restrictions applicable at the date of this Prospectus.
Issuing and Principal Paying Agent for the Notes in Global Form:	Citibank, N.A., London Branch
Paying Agent for the Dematerialised Notes:	Banca Monte dei Paschi di Siena S.p.A.. The Issuer is entitled to appoint a different Paying Agent for the Dematerialised Notes in accordance with Condition 9 (<i>Paying Agents</i>) of the Terms and Conditions for the Dematerialised Notes.

Programme Size:	Up to €50,000,000,000 (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:	Subject to any applicable legal or regulatory restrictions, any currency agreed between the Issuer and the relevant Dealer.
Maturities:	<p>The Notes will have such maturities as may be agreed between the Issuer and the relevant Dealer, subject to such minimum or maximum maturities 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 Issuer or the relevant Specified Currency.</p> <p>Unless otherwise permitted by current laws, regulations, directives and/or requirements applicable from time to time to the issue of Non-Preferred Senior Notes, Non-Preferred Senior Notes must have a minimum maturity of not less than twelve months.</p> <p>Unless otherwise permitted by current laws, regulations, directives and/or requirements applicable from time to time to the issue of Subordinated Notes, Subordinated Notes must have a minimum maturity of 5 years.</p>
Issue Price:	Notes may be issued on a fully-paid or, in the case of Exempt Notes, a partly-paid basis and at an issue price which is at par or at a discount to, or premium over, par. The Issue Price will be inserted in the applicable 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 terms and conditions set out hereunder, in definitive form) or in dematerialised form, as described in “ <i>Form of the Notes</i> ”.
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 may be agreed between the Issuer and the relevant Dealer.
Reset Notes:	Reset Notes will, in respect of an initial period, bear interest at the initial fixed rate of interest specified in the applicable Final Terms (or, in the case of Exempt Notes, Pricing Supplement). Thereafter, the fixed rate of interest will be reset on one or more date(s) specified in the applicable Final Terms (or, in the case of Exempt Notes, Pricing Supplement) by reference to a mid-market swap rate, as adjusted for any applicable margin, in each case, as may be specified in the applicable Final Terms (or, in the case of Exempt Notes, Pricing Supplement).
Floating Rate Notes:	<p>Floating Rate Notes will bear interest at a rate determined:</p> <p>(i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating either (i) the 2006 ISDA Definitions, as published by the</p>

International Swaps and Derivatives Association, Inc. (“ISDA”), as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series and as supplemented by the 2006 ISDA Definitions Benchmarks Annex to the ISDA Benchmarks Supplement, as published by ISDA on 19 September 2018, or (ii) the latest version of the 2021 ISDA Interest Rate Derivatives Definitions (as available on ISDA Library as at the Issue Date of the first Tranche of the Notes of the relevant Series) as specified in the applicable Final Terms (or, in the case of Exempt Notes, Pricing Supplement); or

- (ii) on the basis of the reference rate set out in the Form of Final Terms (or, in the case of Exempt Notes, Pricing Supplement).

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.

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 may be agreed between the Issuer and the relevant Dealer.

Zero Coupon Notes:

Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest.

Exempt Notes:

The Issuer may issue Exempt Notes which are Partly Paid Notes or Notes redeemable in one or more instalments.

Partly Paid Notes: The Issuer may issue Notes in respect of which the issue price is paid in separate instalments in such amounts and on such dates as the Issuer and the relevant Dealer may agree.

Notes redeemable in instalments: The Issuer may issue Notes which may be redeemed in separate instalments in such amounts and on such dates as the Issuer and the relevant Dealer may agree.

The Issuer may agree with any Dealer that Exempt Notes may be issued in a form not contemplated by the Terms and Conditions for the Notes in Global Form and/or the Terms and Conditions for the Dematerialised Notes, in which event the relevant provisions will be included in the applicable Pricing Supplement.

Redemption:

The Form of Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement) will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than in the case of Exempt Notes in specified instalments, if applicable, or for taxation reasons or following an Event of Default) or that such Notes will be redeemable at the option of the Issuer (as described in Condition 5(c) (*Redemption at the option of the Issuer (Issuer Call)*) of the Terms and Conditions for the Notes in Global Form and Condition 5(c) (*Redemption at the option of the Issuer (Issuer Call)*) of the Terms and Conditions for the Dematerialised Notes and Condition 5(f) (*Clean-up redemption at the option of the Issuer*) of the Terms and Conditions for the Notes in Global Form and Condition 5(f) (*Clean-up redemption at the option of the Issuer*) of the Terms and Conditions

for the Dematerialised Notes and/or (in the case of Senior Notes or Non-Preferred Senior Notes only) at the option of the Issuer due to a MREL Disqualification Event, as described in Condition 5(e) (*Issuer Call due to MREL Disqualification Event*) of the Terms and Conditions for the Notes in Global Form and Condition 5(e) (*Issuer Call due to MREL Disqualification Event*) of the Terms and Conditions for the Dematerialised Notes and/or (in case of Subordinated Notes only) at the option of the Issuer for regulatory reasons, as described in Condition 5(d) (*Redemption for Regulatory Reasons*) of the Terms and Conditions for the Notes in Global Form and Condition 5(d) (*Redemption for Regulatory Reasons*) of the Terms and Conditions for the Dematerialised Notes.

The terms of any such redemption, including notice periods, any relevant conditions to be satisfied and the relevant redemption dates and prices will be indicated in the Form of Final Terms. Other than following an Event of Default, any redemption of Senior Notes and Non-Preferred Senior Notes or Subordinated Notes prior to their stated maturity in accordance with the Terms and Conditions for the Notes in Global Form and/or the Terms and Conditions for the Dematerialised Notes (including early redemption for taxation reasons or early redemption for regulatory reasons) will be subject to the provisions of Condition 5(j) (*Conditions to Redemption and Purchase of Senior Notes and Non-Preferred Senior Notes*) and 5(i) (*Conditions to Early Redemption and Purchase of Subordinated Notes*) of the Terms and Conditions for the Notes in Global Form and Condition 5(j) (*Conditions to Redemption and Purchase of Senior Notes and Non-Preferred Senior Notes*) and 5(i) (*Conditions to Early Redemption and Purchase of Subordinated Notes*) of the Terms and Conditions for the Dematerialised Notes.

Notes having a maturity of less than one year are subject to restrictions on their denomination and distribution, see “*Certain Restrictions*”.

Denomination of
Notes:

Notes will be issued in such denominations as may be specified in the Form of Final Terms (“**Specified Denomination**”) save that (i) the minimum Specified Denomination of each Note which is specified in the Form of Final Terms as being a Senior Note shall be Euro 100,000 or, where it is a Note 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, €1,000 (or, in each case, its equivalent in any other currency as at the date of issue of the relevant Notes), (ii) the minimum Specified Denomination of each Note which is specified in the Form of Final Terms as being a Non-Preferred Senior Note shall be Euro 150,000 or, where it is a Note 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, €1,000 (or, in each case, its equivalent in any other currency as at the date of issue of the relevant Notes), and (iii) the minimum Specified Denomination of each Note which is specified in the Form of Final Terms as being a Subordinated Note shall be Euro 200,000 or, where it is a Note 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, €1,000 (or, in each case, its equivalent in any other currency as at the date of issue of the relevant Notes).

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, subject as provided in Condition 6 (*Taxation*) of the Terms and Conditions for the Notes in Global Form and Condition 6 (*Taxation*) of the Terms and Conditions for the

Dematerialised Notes. In the event that any such deduction is made, the Issuer will, save in certain limited circumstances provided in Condition 6 (*Taxation*) of the Terms and Conditions for the Notes in Global Form and Condition 6 (*Taxation*) of the Terms and Conditions for the Dematerialised Notes, be required to pay additional amounts, in respect of interest only to cover the amounts so deducted.

As more fully set out in Condition 6 (*Taxation*) of the Terms and Conditions for the Notes in Global Form and Condition 6 (*Taxation*) of the Terms and Conditions for the Dematerialised Notes, BMPS in its capacity as Issuer shall not be liable in certain circumstances to pay any additional amounts to holders of the Notes with respect to any Notes, Receipts or Coupons for or on account of *imposta sostitutiva* pursuant to Italian Legislative Decree No. 239 of 1 April 1996 (as amended or supplemented) and related regulations of implementation which have been or may subsequently be enacted (“**Legislative Decree 239**”).

Negative Pledge: None.

Status of the Notes: The Senior Notes will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and will rank (subject to any obligations preferred by any applicable law) *pari passu* with all other unsecured obligations (other than obligations ranking junior to the Senior Notes from time to time (including Non-Preferred Senior Notes and any further obligations permitted by law to rank, and expressed to rank, junior to the Senior Notes, on or following the Issue Date), if any) of the Issuer, present and future and *pari passu* and rateably without any preference among themselves, as described in Condition 2(a) (*Status of the Senior Notes*) of the Terms and Conditions for the Notes in Global Form and Condition 2(a) (*Status of the Senior Notes*) of the Terms and Conditions for the Dematerialised Notes.

The Non-Preferred Senior Notes (notes intended to qualify as *strumenti di debito chirografario di secondo livello* of the Issuer, as defined under Article 12-bis of the Italian Consolidated Banking Act) will constitute direct, unconditional, unsubordinated, and unsecured and non-preferred obligations of the Issuer, ranking junior to Senior Notes and any other unsecured and unsubordinated obligations of the Issuer which rank, or are expressed to rank in their terms, senior to the Non-Preferred Senior Notes, including claims arising from the excluded liabilities within the meaning of Article 72a(2) of the Regulation No. 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms, as amended from time to time (the “**CRR**”), *pari passu* without any preferences among themselves, and with all other present or future obligations of the Issuer which do not rank or are not expressed by their terms to rank junior or senior to the relevant Non-Preferred Senior Notes and in priority to any subordinated instruments and to the claims of shareholders of the Issuer, pursuant to Article 91, section 1-bis, letter c-bis of the Italian Consolidated Banking Act, as described in Condition 2(b) (*Status of the Non-Preferred Senior Notes*) of the Terms and Conditions for the Notes in Global Form and Condition 2(b) (*Status of the Non-Preferred Senior Notes*) of the Terms and Conditions for the Dematerialised Notes.

Subject as set out below, the Subordinated Notes (being notes intended to qualify as Tier 2 Capital for regulatory capital purposes, in accordance with Part II, Chapter 1 of the Bank of Italy's *Disposizioni di Vigilanza Prudenziale per le Banche*, as set out in Bank of Italy Circular No. 285 of 17 December 2013, as amended or supplemented from time to time (the “**Bank of Italy Regulations**”), including any

successor regulations, and Article 63 of the CRR) constitute direct, unconditional, subordinated unsecured obligations of the Issuer and, (subject to Condition 2(c) (*Status of the Subordinated Notes*) of the Terms and Conditions for the Notes in Global Form and Condition 2(c) (*Status of the Subordinated Notes*) of the Terms and Conditions for the Dematerialised Notes) rank (a) after all unsubordinated, unsecured creditors (including depositors and holders of Senior Notes and Non-Preferred Senior Notes) of the Issuer and after all creditors of the Issuer holding instruments that are or are expressed by their terms to be less subordinated than the relevant Subordinated Notes; (b) at least *pari passu* without any preference among themselves and with all other present and future subordinated obligations of the Issuer that are not expressed by their terms to rank or which do not rank junior or senior to the relevant Subordinated Notes, save for those preferred by mandatory and/or overriding provisions of law; and (c) in priority to the claims of shareholders of the Issuer and to all other present and future subordinated obligations of the Issuer which rank or are expressed by their terms to rank junior to the relevant Subordinated Notes. In the event the Subordinated Notes of any Series do not qualify or cease to qualify, in their entirety, as own funds in the form of Tier 2 Capital, such Subordinated Notes and any relative Receipts and Coupons shall rank subordinated and junior to unsubordinated unsecured creditors (including depositors and holders of Senior Notes and Non-Preferred Senior Notes) of the Issuer, *pari passu* among themselves and with the Issuer's obligations in respect of any other subordinated instruments which do not qualify or have ceased to qualify, in their entirety, as own funds items (*elementi di fondi propri*) and with all other present and future subordinated obligations of the Issuer which do not rank or are not expressed by their terms and/or by mandatory and/or overriding provisions of law to rank junior or senior to the relevant Subordinated Notes (which do not qualify or have so ceased to qualify, in their entirety, as own funds in the form of Tier 2 Capital) and senior to instruments which qualify (in whole or in part) as own fund items (*elementi di fondi propri*).

Variation:

With respect to (i) any Series of Senior Notes or Non-Preferred Senior Notes, if at any time an MREL Disqualification Event occurs, and if Variation is specified as being applicable in the Form of Final Terms, or (ii) any Series of Subordinated Notes, if at any time a Capital Event occurs, and if Variation is specified as being applicable in the form of Final Terms, or (iii) all Notes, if at any time a Tax Event or an Alignment Event occurs, and if Variation is specified as being applicable in the form of Final Terms, or (iv) all Notes, if Variation is specified as being applicable in the Form of Final Terms, in order to ensure the effectiveness and enforceability of Condition 16 (*Statutory Loss Absorption Powers*) of the Terms and Conditions for the Notes in Global Form and Condition 14 (*Statutory Loss Absorption Powers*) of the Terms and Conditions for the Dematerialised Notes, then the Issuer may, subject to giving any notice required to be given to, and receiving any consent required from, the Competent Authority and/or as appropriate the Relevant Resolution Authority (without any requirement for the consent or approval of the holders of the relevant Notes of that Series) and having given not less than 30 nor more than 60 days' notice (or such other notice periods as may be specified in the applicable Final Terms) to: (i) in the case of Notes in Global Form, the Agent and the holders of the Notes of that Series; or (ii) in the case of Dematerialised Notes, Monte Titoli, the Paying Agent for the Dematerialised Notes and the holders of the Notes of that Series (as applicable), at any time vary the terms of such Notes so that they remain or, as appropriate, become, Qualifying Senior Notes, Qualifying Non-Preferred Senior Notes or Qualifying Subordinated Notes, as applicable, provided that Qualifying Senior

Notes, Qualifying Non-Preferred Senior Notes or Qualifying Subordinated Notes, as applicable, shall not, immediately following such variation, be subject to a MREL Disqualification Event, a Capital Event and/or a Tax Event, as applicable.

Approval, listing and admission to trading:

Application has been made to the CSSF to approve this document as a base prospectus. Application has also been made for Notes (other than Exempt 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 Luxembourg Stock Exchange. Application may also be made for the Notes to be admitted to listing on the MOT organised and managed by Borsa Italiana.

The Notes may also 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 in relation to each Series. Notes which are neither listed nor admitted to trading on any market may also be issued.

Pursuant to Article 25 of the Prospectus Regulation, the CSSF may at the request of the Issuer, send to the competent authority of another Member State (i) a copy of this Base Prospectus; and (ii) a certificate of approval attesting that this Base Prospectus has been drawn up in accordance with the Prospectus Regulation (an "**Attestation Certificate**"). At the date hereof the Issuer has requested the CSSF to send an Attestation Certificate and copy of this Base Prospectus to Consob in its capacity as competent authority in Italy. The CSSF shall notify ESMA about the Attestation Certificate at the same time as such notification is made to the Consob.

The Form of Final Terms (or applicable Pricing Supplement, the case of Exempt Notes) 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.

Rating:

Notes issued under the Programme may be rated or unrated. The rating of certain Series of Notes to be issued under the Programme may be specified in the applicable Final Terms or in the applicable Pricing Supplement (as the case may be). Whether or not each credit rating applied for in relation to relevant Series of Notes will be issued by a credit rating agency established in the European Union and registered under CRA Regulation will be disclosed in the Final Terms (or applicable Pricing Supplement, in the case of Exempt Notes). Such credit rating agency is included in the list of credit rating agencies published by the ESMA on its website (at <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation. Please also refer to "*Credit ratings assigned to BMPS or any Notes may not reflect all the risks associated with an investment in those Notes*" in the "*Risk Factors*" section of this Base Prospectus.

Governing Law:

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

See Condition 15 (*Governing Law and Submission to Jurisdiction*) of the Terms and Conditions for the Notes in Global Form and Condition 13 (*Governing Law and Submission to Jurisdiction*) of the Terms and Conditions for the Dematerialised Notes.

Selling Restrictions:

There are restrictions on the offer, sale and transfer of the Notes in the United States, the EEA (including, for these purposes, Italy), Japan, the UK, Singapore, Switzerland and such other restrictions as may be required in connection with the

offering and sale of a particular Tranche of Notes, see section “*Subscription and sale*” below.

Risk Factors

In purchasing Notes, investors assume the risk that BMPS may become insolvent or otherwise be unable to make all payments due in respect of the Notes. There is a wide range of factors which individually or together could result in BMPS becoming unable to make all payments due in respect of the Notes. It is not possible to identify all such factors or to determine which factors are most likely to occur, as BMPS may not be aware of all relevant factors and certain factors which it currently deems not to be material may become material as a result of the occurrence of events outside the control of BMPS. BMPS has identified in this Base Prospectus a number of factors which could materially adversely affect its businesses and ability to make payments due under the Notes. In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme are also described below.

Any reference in the Risk Factors to “Form of Final Terms” or “Final Terms” shall be deemed to include a reference to “applicable Pricing Supplement” or “Pricing Supplement” where relevant in the case of Exempt Notes.

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

The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Notes issued under the Programme. 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 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 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. In addition, the order in which the risk factors are presented below is not intended to be indicative either of the relative likelihood that each risk will materialise or of the magnitude of their potential impact on the business, financial condition and results of operations of the Issuer or the Group.

Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making any investment decision.

Words and expressions defined in the “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.

The risks below have been classified into the following categories:

- 1. Risks factors relating to the Issuer and the Group;*
- 2. Risk factors related to the operating activity and the industry in which the Issuer and the Group operate;*
- 3. Risk factors related to the legal and regulatory framework of the sector of business in which the Issuer and the Group operate.*

1. Risk factors relating to the Issuer and the Group

1.1. Risks related to capital adequacy

The Issuer is subject to the capital adequacy requirements of the Directive (EU) 2013/36 of the European Parliament and European Council in relation to credit institutions' activities, credit institutions' prudential supervision and investment undertakings (the “**CRD IV**”) and of the Regulation (EU) No 575/2013 of the European Parliament and of the Council on prudential requirements for credit institutions (the “**CRR**”).

As of 31 December 2024, the Group has a CET 1 Ratio and a Tier 1 ratio of 18.3%, a Total Capital Ratio of 20.6%; as of 30 June 2024, the Group has a CET 1 Ratio and a Tier 1 ratio of 18.1%, a Total Capital Ratio of 21.4% and as of 31 December 2023, the Group has a CET 1 Ratio and a Tier 1 ratio of 18.1%, a Total Capital Ratio of 21.6%¹.

Finally, it should be noted that the Group has a leverage ratio of 7.2% as at 31 December 2024, 6.7% as at 30 June 2024 and 7% as at 31 December 2023² which is above the minimum requirement of 3%.

The Group, on a consolidated basis, meets all capital requirements, including those related to the Pillar II Capital Guidance (“**P2G**”).

The European Banking Authority (“**EBA**”), in cooperation with the relevant supervisory authorities, may in the future decide to recommend a new asset quality review (or “**Asset Quality Review**” or “**AQR**”) on the most important European banks, including the Issuer, in order to verify the classifications and assessments they have made on their loans for addressing concerns related to the deterioration of the asset quality. Such review exercise of the asset quality may also be combined with an additional stress test conducted by the European Central Bank (the “**ECB**”) as part of a new global assessment exercise.

Given the impossibility of quantifying the impacts arising from the stress tests before the stress tests are conducted, there can be no assurance that, should the EBA and other relevant supervisory authorities conduct new comprehensive assessment exercises (or stress test exercises or asset quality review exercises), these exercises will not have significant impacts on the capital adequacy profile of the Issuer.

However, it should be noted that during 2023 the Bank obtained the best result ever in the EBA stress test (with stressed capital ratios well above the required regulatory minimums), and that in 2022 it was subject to on site investigation (“**OSI**”) by the ECB on credit portfolio without any significant impact on the adequacy profile of the Group.

For further information in such regard, please refer to the “*Capital adequacy*” paragraph of the 2023 Consolidated Financial Statements, to the “*Capital adequacy*” paragraph of the 2024 Consolidated Half-Yearly Report and to the information set out in the Results as at 31 December 2024 – Press Release incorporated by reference into this Base Prospectus.

1.2. Risks related to non-compliance with MREL requirements

Pursuant to Article 45 of Directive 2014/59/EU, as amended by Directive (EU) 2019/879, institutions must meet at all times a minimum requirement for own funds and eligible liabilities (“**MREL**”) defined by the resolution authority for each institution, in order to ensure that a bank, in the event of the application of the bail-in procedure, has sufficient liabilities to absorb losses and to ensure compliance with the Primary Tier 1 Capital requirement for the authorization to conduct banking business, as well as to generate sufficient confidence in it in the market.

As at 31 December 2024, the Group has values higher than the requirements set for 2024:

- an MREL capacity of 28.5% in terms of total risk exposure amount (“**TREA**”) and 11.2% in terms of leverage ratio exposure measure (“**LRE**”); and

¹ Coefficients calculated considering the transitional provisions of the regulatory framework in force on the reference date.

² Coefficients calculated considering the transitional provisions of the regulatory framework in force on the reference date.

- an MREL subordination capacity of 21.24% in terms of TREA and 8.34% in terms of LRE.

Notwithstanding the Issuer plans to meet over the next 12 months all MREL requirements on a consolidated basis thanks to its solid capital position and sound funding strategies, the Group is exposed to the risk of incurring breaches of the MREL requirements, in the event of failure to meet the institutional issuance volume required in order to comply with MREL targets, which could be challenged by any systemic tensions in the debt markets and/or idiosyncratic circumstances of the Group.

In addition, it cannot be excluded that in the future the Group will breach the MREL and/or the combined buffer requirement (“**CBR**”) targets, due to, among other things, possible changes in bank resolution regulations and/or the criteria for determining MREL requirements by the resolution authorities, such as raising the requirements or reducing the instruments that are eligible for MREL purposes. Such circumstance could lead, in addition to the prohibition on dividend distributions and the prohibition to perform certain activities, which may be imposed by the resolution authorities, to the adoption of specific measures against the Issuer by the same authorities; should the Issuer and/or the Group be unable to comply with such measures or to fulfil the obligations imposed by such authorities, there could be significant consequences for the Issuer’s and/or the Group’s economic, equity and financial situation.

1.3. Liquidity risk for the 12-month period and risks related to the Issuer’s indebtedness and system liquidity support measures

The Group’s liquidity position could be exposed, in a time horizon beyond 12 months from the date of this Base Prospectus, to a series of both exogenous and internal events that could generate a decrease in its customers’ deposits, difficulties or inability to access markets, to receive funds from counterparties outside the Group, or result in the impairment of certain assets and/or the inability to finance or liquidate them. Among these, the possible systemic economic/financial crisis (*e.g.*, in case of escalation of the conflicts in Russia/Ukraine and in the Middle East), the worsening of the Issuer’s reputational profile, and possible tensions in the debt market (making the Group’s issuance programme more difficult to implement) are of particular relevance. As of the date of this Base Prospectus, the Issuer has reserves that are deemed sufficient for the twelve months following such date even in case severe adverse events should occur.

With respect to risks related to the Issuer’s indebtedness and interventions to support system liquidity, significant reduction or withdrawal of systemic liquidity support by governments and central authorities or reduction of liquidity obtainable through access to the Eurosystem could generate difficulties and/or higher costs in accessing market sources of liquidity, with potential even significant adverse effects on the Bank’s and/or the Group’s activities and economic, capital and/or financial position.

The ECB, within the 2024 SREP Decision (please refer to the subparagraph “*2024 SREP Decision*” of the paragraph “*Major events*” under the “*Banca Monte dei Paschi di Siena S.p.A.*” section of this Base Prospectus), also gave its opinion on the Internal Liquidity Adequacy Assessment Process (“**ILAAP**”) implemented by the Group, concluding that no additional liquidity requirements are deemed necessary.

Compared to the previous year, the Issuer reduced its reliance on ECB funding, represented by Main Refinancing Operations (“**MRO**”) and Long Term Refinancing Operations (“**LTRO**”) (indeed, ECB funding/total liabilities decreased from approximately 11% as at December 2023 to 7% as at December 2024). As of 31 December 2024 any adverse change to the ECB’s lending policy or funding requirements, including changes to the asset class criteria accepted by the ECB as collateral could affect the Group’s results of operations, business and financial condition. However, the Issuer remains attentive to the evolution of the funding market to ensure that its ordinary refinancing strategies and normal business are not affected by the cumulative effect of the maturity of all the remaining central bank funding and additional outflows due to the impact of adverse market liquidity scenarios.

1.4. Risks related to the rating assigned to the Issuer and its debt

The Issuer and its debt are subject to ratings by Moody's, Fitch and DBRS (Moody's, Fitch and DBRS, together, the "**Agencies**"), which, as of the date of this Base Prospectus, have assigned ratings to the Issuer that fall into the non-investment grade category, which is characterised by an accentuated risk profile and includes debt securities that are particularly exposed to adverse economic, financial, and sectoral conditions.

The Issuer's rating may also be affected by the rating of the Italian State: any significant downgrade in Italy's sovereign rating could adversely affect the Issuer's ratings, with consequent negative effects on the Bank's and/or the Group's business and economic, capital, and/or financial position.

- Should the Issuer experience a deterioration (so-called "downgrading") in the ratings assigned by one or more Agencies, there could be a greater burden in raising financing, more difficult and/or expensive recourse to the capital market, could require additional collateral due in specific transactions or agreements and, more generally, it could have potential negative repercussions for the Group's liquidity and on the Group's reputation among institutional, retail investors and clients.

1.5. Risks related to deterioration in credit quality and the impacts of the worsening economic environment, particularly in Italy, on credit quality and banking in general

The Group is exposed to risks relating to lending activities and to the possibility that its contractual counterparties fail to fulfil all or part of their payment obligations. These risks have been rendered even more severe considering the interest rate trends which may negatively affect payment obligations of the clients. As of 31 December 2024: (i) the Group has an amount of customer loans classified as non-performing exposures (i.e., including non-performing loans, unlikely-to-pay and past due exposures) of Euro 3,660 million gross, Euro 1,887 million net; (ii) the Group's coverage ratio of impaired loans to customers for the Group as a whole is 48.5%; and (iii) the incidence rates of net loans to customers at amortized cost classified as stage 1 (financial instruments that have not experienced a significant increase in credit risk since initial recognition) and stage 2 (financial instruments that have experienced a significant increase in credit risk since initial recognition but have no objective evidence of loss) are substantially in line with what was observed at the end of December 2023 (84.5% and 13% at the end of December 2024), respectively. Considering the uncertainties associated with the conflicts in Ukraine and in Middle East, in the event of a deterioration in credit quality the provisions to be set aside to manage this risk may have a significant adverse effect on the Group's operating results and economic, equity and/or financial position.

For more information, please refer to the 2023 Consolidated Financial Statements and to the information set out in the Results as at 31 December 2024 – Press Release incorporated by reference in this Base Prospectus.

Please note that the 2023 SREP Decision contained a requirement to submit a strategic plan to address the high level of non-performing exposures ("**NPEs**") in the CRE and SME portfolio. ECB pointed out that the BMPS' level of NPEs for the CRE and SME portfolios is still high in comparison with the average gross level of NPEs of credit institutions under the direct supervision of the ECB. Taking this into account, on 29 March 2024 BMPS has presented, as every year, to the ECB a three-year strategic plan for the management of NPEs, with a specific focus on CRE and SME portfolios. As part of this plan, the Bank is already planning sales of non-performing loans ("**NPL**") in 2024 in order to achieve the NPL objectives required for the CRE and SME portfolios over time. Finally, it should be noted that in the 2023 SREP Decision there were no references to the remaining credit portfolios (such as, for example, Retail Mortgages, Consumer Credit, Corporate).

The Group is in line with the non-performing exposures coverage targets set out in the 2023 SREP Decision. These coverage levels have already been factored into both the prospective calendar provisioning impact estimates in the business plan 2024-2028 headed "*A clear and simple commercial bank, revolving around customers, combining technology with human touch*" approved by its Board of Directors on 5 August 2024 (the "**Business Plan 2024-2028**") and the non-performing exposure strategy. In the event that the provisions in the financial statements, determined in accordance with the accounting standards, are not sufficient to align with the minimum coverage required by the so-called "calendar provisioning", the Group proceeds to

apply deductions from regulatory capital up to the amount necessary to adjust to the minimum coverage required, as provided by the applicable regulations.

The Bank is also exposed to the risk of deteriorating credit quality as a result of the domestic and international economic situation.

To assess the effects of a worsening scenario, the Group estimated that a cumulative negative change in Italian gross domestic product (“GDP”) of about 100 basis points could determine an increase in the cost of risk of about Euro 90 million.

1.6. Risk of exposure to debt securities issued by sovereign states

The Group is exposed to the risk of exposure to debt securities issued by sovereign states and has exposure to bonds issued by central and local governments and government entities of the Republic of Italy. As of 31 December 2024, the overall exposure in securities to the Italian government is about Euro 11.4 billion, increasing compared to the exposure as at 31 December 2023 of about Euro 10.5 billion.

Tensions in the sovereign bond market and the volatility of government bonds, significant increases in inflation, and increases in interest rates by the ECB may therefore have negative effects on the Group’s business, economic, capital and/or financial position, operating results, and prospects. In particular, rising rates may have a negative effect on the Group’s positions measured at fair value by virtue of the short exposure, in terms of sensitivity, to a +1 basis point change in interest rates.

Similarly, any deterioration in the yield differential of Italian government bonds compared to other European benchmark government bonds and/or any joint actions by the major rating agencies, such as to result in a credit rating of the Italian government below investment grade, could result in negative impacts on the Group’s liquidity position and negative impacts on the value of the portfolio, as well as on capital ratios.

For more information on the Issuer’s risks related to the exposure to debt securities issued by sovereign states, please refer to the “*Exposure to sovereign debt risk*” paragraph of the 2023 Consolidated Financial Statements and to the information set out in the Results as at 31 December 2024 – Press Release incorporated by reference into this Base Prospectus.

1.7. Risks associated with assignments of impaired loans

In the Business Plan 2024-2028, non-performing exposure disposals for a total of Euro 2 billion are envisaged.

With exclusive reference to the sales of impaired receivables already completed as of the date of this Base Prospectus, the Group is also exposed to risks attributable to (a) any potential indemnity obligations to which it would be subject if the representations and warranties issued in relation to each portfolio of receivables sold turned out to be untrue or incorrect; and (b) the risk that the claims already notified to it would be deemed well-founded or, in any case, founded to a greater extent than estimated by the same.

In this regard, it should be noted in particular that as of the date of this Base Prospectus: (i) in relation to certain sale transactions, all claims notified to the Bank have not yet been analyzed; (ii) the terms for the notification of claims arising from the incorrectness of the representations and warranties of the Issuer have not yet expired; (iii) there is uncertainty as to the occurrence of a future and uncertain event that could expose the Bank to indemnifications³; and (iv) there is no certainty as to the fate of the claims assessed as unfounded

³ In particular, in relation to the assignment in favour of Siena NPL 2018 S.r.l. (Pjt. “Valentine/Crystal”), the Bank is exposed to the risk of receiving further claims since: (i) in relation to certain receivables in respect of which are pending passive judicial proceedings (listed in a specific annex of the relevant receivables transfer agreement), Siena NPL 2018 S.r.l. has the right to notify a claim until the conclusion of the aforementioned judicial proceedings; and (ii) Siena NPL 2018 S.r.l. has notified, before 31 July 2021 (i.e. the deadline for the notification of claims), certain claims having a “preventive” nature (so called “pre-claims”), which could give right to indemnification, also beyond the aforementioned date, upon the occurrence of the future and uncertain event deducted in the relevant pre-claim.

by the Issuer (both in the event that such assessment has been rejected by the counterparties and in the event that the counterparties have not expressed an opinion in this regard).

It should be noted that as of the date of this Base Prospectus, the Group has received notifications of disputes, which could cause further risks for the Group, related to:

- the securitization transaction “Valentine/Crystal” carried out by the Group in December 2017 in favour of Siena NPL 2018 S.r.l. (concerning Euro 22 billion of impaired loans) in the context of which all the notified claims have been analysed and those deemed grounded have also been paid⁴;
- the demerger transaction “Hydra-M” finalized in fiscal year 2020 concerning Euro 7.2 billion of impaired loans and whose deadline for sending claims expired on 1 December 2022. In the context of this transaction all the notified claims have been analyzed and those deemed grounded have also been paid⁵;
- the securitisation “Fantino” in the context of which the Group is exposed the Group to the following disbursement risk:
 - illimity Bank S.p.A.: sale of Euro 0.3 billion of impaired loans; the deadline for notifying claims expired on 4 March 2024. All notified claims have been considered not grounded⁶; and
 - AMCO – Asset Management Company S.p.A.: sale of Euro 0.2 billion of impaired loans; the deadline for notifying claims expired on 20 May 2024. The Group has analyzed a significant share of the total number of claims notified, considering as grounded only a limited percentage of the claims analyzed⁷.
- “Mugello” deleverage transaction completed in the last quarter of 2023, concerning a portfolio of non-performing loans for a total amount of Euro 0.2 billion; the deadline for notifying claims expired on 13 February 2025. In the context of this transaction all the notified claims have been analyzed and those deemed grounded have also been paid⁸;
- “Bricks” deleverage transaction completed in the last quarter of 2024, concerning a portfolio of non-performing loans for a total amount of Euro 289 billion, whose representations and warranties will expire in the first quarter of 2026;
- “Nautilus” deleverage transaction completed in the last quarter of 2024, concerning a portfolio of non-performing loans for a total amount of Euro 44 billion, whose representations and warranties will expire in the third quarter of 2025.

In this regard, it should be noted that as of the date of this Base Prospectus further disputes to the detriment of the Group could emerge from the aforementioned transactions.

Finally, it should be noted that, without prejudice for provisions set aside by the Group, for the overall disposal transactions they are also determined through the use of statistical techniques to take into account the overall expected risk. It cannot be ruled out that the provisions set aside by the Group will prove to be insufficient, or with possible negative effects on the Bank’s and/or Group’s economic, equity and/or financial situation.

⁴ As regards the claims deemed unfounded, the positions of BMPS and the assignee are not yet aligned.

⁵ Amco S.p.A. has notified, before 1 December 2022 (i.e. the deadline for the notification of claims), certain claims having a “preventive” nature (so called “pre-claims”), which could give right to indemnification, also beyond the aforementioned date, upon the occurrence of the future and uncertain event deducted in the relevant pre-claim.

⁶ See previous footnote n.5.

⁷ See previous footnote n.5.

⁸ See previous footnote n.5.

1.8. *Risks related to the impairment of DTAs*

As of the date of this Base Prospectus, the Issuer is exposed to the risk that the recorded deferred tax assets (“DTAs”) may in the future be subject to partial or full impairment in the financial statements (i) should the Issuer’s future profitability levels be lower than estimated and insufficient to ensure the reabsorption of DTAs (including in view of the possible impacts resulting from the conflict in Ukraine and in Middle East), or (ii) should significant changes in current tax legislation and related practice occur.

As at 31 December 2024, DTAs at the Group level amounted to Euro 2,432.6 million, of which Euro 354.5 million can be converted into a tax credit under Law of 22 December 2011, no. 214 (“**Law 214/2011**”). The recognition was made to the extent that the contingent DTAs were deemed, under the assumption of continuity of current tax legislation and related practice, recoverable (so-called “probability test”) either because they can be transformed into tax credits pursuant to Law 214/2011 (DTAs with guaranteed recovery), or because they can be offset against the taxes that will be due against estimated future taxable income. As a result of the aforementioned probability test as of 31 December 2024, DTAs amounting to an additional Euro 1,587.5 million are unrecognized.

With regard to insufficient future taxable income, the risk of impairment would concern only the DTAs that cannot be transformed into tax credits (amounting to Euro 2,078.1 million as of 31 December 2024), since the recovery of the transformable DTAs is irrespective of the Issuer’s future earning capacity. In the event of future regulatory changes, on the other hand, the risk of impairment could affect the total amount of DTAs recorded in the financial statements.

The effects of the aforementioned write-downs (as well as any revaluations) on capital ratios for regulatory supervisory purposes would differ depending on the type of DTAs affected, depending on the different prudential treatment provided. Specifically, the impact of any write-down or revaluation: (i) with regard to DTAs from tax losses would be nil, (ii) with regard to DTAs that can be transformed into tax credits under Law 214/2011 would be higher, and (iii) with respect to DTAs having a different nature from the previous ones, the impact on capital ratios would be relevant for the amount of said DTAs within given thresholds, and nil for the amount exceeding the aforementioned thresholds.

2. *Risk factors related to the operating activity and the industry in which the Issuer and the Group operate*

2.1. *Risks related to outstanding legal proceedings*

The Group is involved in various capacities in certain legal proceedings (civil, tax, labour, criminal and administrative) originated either in the ordinary course of business and in an extraordinary and exceptional context related to the criminal investigations that specifically affected the Issuer in the years 2012, 2013, and from 2015 until the date of this Base Prospectus.

As at 31 December 2024, the overall *petitum* of court proceedings, where quantified, amounts to Euro 3.3 billion (rounded) and the out-of-court claims’ *petitum* amounts to Euro 0.08 billion; in this respect it should be noted that only a portion of the relevant proceedings and out-of-court claims brought against the Issuer were classified as “probable” for the purposes of estimating the relevant provisions under the accounting and financial reporting rules applicable to the Issuer.

As at the date of this Base Prospectus, the Bank is involved in two criminal proceedings with respect to which the Bank has been charged with liability under Legislative Decree No. 231/2001 dated 8 June 2001 (as amended, the “**Legislative Decree No. 231/2001**”), specifically:

- (i) following the appeal filed by the Attorney General’s Office and the civil plaintiff Bluebell Partners against the judgment of the Court of Appeal of Milan that: (a) discharged the Bank and all the defendants from administrative liability pursuant to Legislative Decree No. 231/01 due to the

absence of the requirements for the liability of the Bank, and (b) revoked the decisions taken in the first instance court in favour of the civil plaintiffs as to compensation for damages and the reimbursement of court costs. At the hearing held on 20 February 2025, the Fifth Section of the Supreme Court of Cassation rejected the aforementioned appeals and upheld the acquittal of the defendants and the Bank;

- (ii) criminal proceeding no. 33714/2016, which is still in the early phase of preliminary hearing before the Court of Milan for the charge of the crime of false corporate communications pursuant to Article 2622 of the Royal Decree 16 March 1942, no. 262 (the “**Italian Civil Code**”) relating to the Issuer’s financial statements for 2012, 2013, 2014 and to the half-yearly report as at 30 June 2015, in the course of which the Bank’s position as responsible party pursuant to Legislative Decree No. 231/2001 was excerpted; and
- (iii) criminal proceeding 29877/2016, which has the same object of the criminal proceeding under (ii) above with the extension to the financial statements as of 31 December 2016 and 31 December 2017. With regard to the criminal proceeding, the Bank – in connection with potential implications pursuant to Legislative Decree No. 231/2001 – has not been involved considering the application of the statute of limitation period.

Without prejudice for the positive jurisprudential trend which, as of the fourth quarter 2023, registered important verdicts in favour of the Bank, it cannot be excluded that the costs, expenses, penalties, claims for damages and restitution related to pending or future proceedings may in any case exceed the provisions made by the Issuer in accordance with the applicable accounting and financial reporting rules, due to possible court outcomes that differ from the estimates made by the Bank, the establishment of further significant litigation in the future and/or due to developments in case law, which could have an adverse effect on the Issuer’s and/or the Group’s economic and financial situation and prospects; the above with a possible negative impact on the economic and financial situation and prospects of the Issuer and/or the Group.

In this regard, it should be noted that as part of the analysis carried out on the individual SREP pillars, the ECB highlighted among the Bank’s weaknesses/points of attention the persistence of, among other things, the operational risk, to which the Issuer is exposed, as a result of past legal proceedings which have weakened the Group’s reputation, and of the number of pending lawsuits.

For further information in respect of the proceedings mentioned in this paragraph, please see paragraph 10 “*Legal Proceedings*” of “*Banca Monte dei Paschi di Siena S.p.A.*” section of this Base Prospectus.

2.2. Risks related to the administrative liability of legal persons and the possible inadequacy of the Issuer’s organization and management model pursuant to Legislative Decree No. 231/2001

Although the Issuer and the Group have adopted and maintain organization, management and control models provided for under Legislative Decree No. 231/2001 and subsequent amendments and additions (the “**231 Model**”), it cannot be excluded that they remain exposed to the application of sanctions resulting from any assessment of the inadequacy of the 231 Model adopted and/or the commission of an offence entailing the administrative liability of the Issuer and the Group pursuant to Legislative Decree No. 231/2001, as well as pursuant to similar provisions applicable in countries the Group operates in.

In fact, the adequacy and suitability of the 231 Model to prevent the crimes covered by the legislation is ascertained from time to time by the judicial authority who verifies the individual cases of crime. If the 231 Model is not considered adequate by the judicial authorities, a fine and the confiscation of any price or profit of the crime, if any, may be issued against the Issuer together with the publication of the conviction, as well as, in more serious cases, the possible application of prohibitive sanctions, such as the suspension or revocation of authorizations, licenses or concessions, the prohibition to contract with the public administration, the exclusion from facilitations, financing, subsidies and the possible revocation of those already granted as well as, finally, the prohibition to advertise goods and services, with consequent

significant negative effects on the activity, the prospects, the economic, equity and financial situation of the Issuer and the Group.

2.3. Risks related to bancassurance relationships

As at the date of this Base Prospectus, the Group carries out bancassurance activities on the basis of an agreement with the group headed by AXA S.A. concerning the development of activities in the bancassurance, life and non-life and supplementary pension business, effective until 2027, the date of natural dissolution, unless otherwise agreed between the parties.

The shareholders' agreement originally entered into between MPS Finance Banca Immobiliare S.p.A. ("**MPS Finance**") (which was later universally succeeded by the Bank) and AXA Mediterranean Holding S.A. ("**AXA MH**") with the Bank and AXA S.A. also participating, aimed at regulating the governance of certain joint ventures between the two companies, provides that upon the occurrence of certain material events - such as change of control, breach of lock-up clauses, natural expiration of the agreement, serious default of one of the parties and/or invalidity of the agreement itself - the following rights arise: (a) the right of AXA MH to sell to the Bank the shares of AXA MPS Assicurazioni Vita S.p.A. ("**AMAV**") and AXA MPS Assicurazioni Danni S.p.A. ("**AMAD**") held by AXA MH (the "**Put Option**") as well as (b) the right of MPS Finance (as at the date of this Base Prospectus, the right is of BMPS) to purchase the shares of AMAV and AMAD held by AXA MH (the "**Call Option**"). Depending on the relevant event that triggers the exercise of the Call Option or the Put Option, it is expected that the sale or purchase price of the shares AMAV and AMAD will vary between 80% and 120% of the value of the shares of the two aforementioned companies, as determined by the Bank and AXA MH and/or a team of independent experts. This value of the shares will be determined: (i) for the life business, taking into consideration the embedded value and goodwill, whereas (ii) for the non-life business, using the discounted cash flow methodology.

Should the relevant framework agreement terminate (as a result of the activation of the Put Option or the Call Option arising from the occurrence of one of the relevant events), the Bank would be required to purchase the entire share capital of the existing joint ventures with AXA S.A., under the terms and conditions described above. The resulting investment is not envisaged under the Business Plan 2024-2028 and, as at the date of this Base Prospectus, cannot be quantified, even taking into account the existing contractual provisions; such an investment could impact the Business Plan 2024-2028's, making it necessary to revise the Business Plan 2024-2028.

The actual exercise of the Put Option by AXA MH - on the occurrence of one of the relevant events provided for in the shareholders' agreement, including the change of control in the Bank - and consequently the obligation of BMPS to purchase the shares of AMAV and AMAD held by AXA MH could result in relevant effects on the Bank's and/or the Group's equity and/or financial situation. In particular, said purchase transactions could have impacts on the Issuer's solvency ratios based on the rules in force from time to time relating to the prudential treatment of insurance holdings.

2.4. Operational risks

The Group is exposed to operational risk, which consists of the risk of incurring losses resulting from internal or external fraud, the inadequacy or improper functioning of business procedures, errors or deficiencies in human resources and internal systems, interruptions or malfunctions of services or systems, errors or omissions in the provision of services offered, or exogenous events.

The ECB, in the SREP Decision 2024, acknowledged the reduction of the exposure to legal risk, which nevertheless remains the main risk under monitoring due to the uncertainty of the outcome of some proceedings still underway and which could have significant consequences in the event of an adverse scenario for the Bank. Furthermore, with respect to BMPS' exposure to the ICT risk and operational resilience, the ECB stressed the need to strengthen cyber risk prevention and mitigation processes with a view to minimizing the risk of the occurrence of major cyber incidents. The Bank has developed and is

implementing specific plans to remove the weaknesses observed, mainly in self-assessment, in the context of ICT risk.

2.5. Interest Rate Risk in the Banking Book (IRRBB)

The Group is exposed to interest rate trends in the markets in which it operates, changes in which (both positive and negative) can have a negative impact on the value of the Group's assets and liabilities and on net interest income.

The banking book identifies all the Group's commercial operations related to the maturity transformation of balance sheet assets and liabilities, treasury, foreign branches, and reference hedging derivatives. The Group is exposed to interest rate trends in the markets in which it operates, changes in which (both positive and negative) can have an impact on the value of the Group's assets and liabilities and on net interest income. In turn, interest rate trends are driven by a number of factors outside the Group's control, such as monetary policies, macroeconomic trends, and political conditions in the relevant countries. In addition, it has to be considered that the results of banking and financing operations also depend on the management of the Group's exposure to interest rates.

The banking book's interest rate risk measurements are mainly based on the exposure to interest rate risk for a change in the interest margin (short-term perspective) and economic value (long-term perspective) of assets and liabilities in the banking book, applying both parallel shifts, of varying magnitude, to all rate curves and non-parallel shifts in rate curves.

2.6. Market risks

The Group is exposed to market risk represented by potential losses in the value of financial instruments held by the Issuer, including securities of sovereign states, as a result of movements in market variables (such as, by way of example, interest rates, credit spreads, share prices, exchange rates, inflation levels) or other factors, which could generate a deterioration in the Issuer's and/or the Group's capital strength, both with regard to the trading portfolio (so-called "trading book"), and with regard to the portion of the banking portfolio (so-called "banking book") subject to market risks.

The Issuer quantifies this type of risk through the use of a "Value at Risk" measure (the "VaR").

The Group believes that it is particularly exposed to market risks, both with reference to external elements (the potential volatility of underlying risk factors) and to internal factors related, for example, to the VaR methodology used to estimate unexpected losses related to the overall trading and banking book portfolio. Please refer to the "Market Risks" section of the 2023 Consolidated Financial Statements for more information on VaR methodology.

Banking portfolios, in particular, represent the main component of the Group's market in terms of VaR, mainly attributable to BMPS' exposure to debt securities, concentrated on the component of Italian government securities measured at amortized cost (i.e., positions in amortizing cost).

With regard to the trading book, the market risk, measured in terms of VaR, is lower than in the past and stems from liquidity providing/market making activities in the markets concerned, from trading with customers with a related risk taking activity, from offering products and services for corporate and institutional customers (bancassurance products, hedging derivatives, structured bonds and certificates) with active risk management from a risk warehousing perspective, and from the Bank's treasury hedging activities for customer service transactions. The short/medium-term proprietary trading component is insignificant, limited to liquid instruments with low transaction costs.

2.7. Risks related to the impact of current uncertainties in the macroeconomic, financial and political environment on the performance of the Issuer and the Group

The economic results of the Issuer and the Group companies, in view of their activities, are significantly influenced by the dynamics of global financial markets as well as by the macroeconomic environment (with particular regard to growth outlook) of Italy.

The national and global macroeconomic scenario is marked by significant profiles of uncertainty due to geopolitical tensions linked to the evolution of the conflicts in Ukraine, the truce in-Middle East and the possible international political and economic impacts due to the new US Administration stance. A possible escalation in the Middle East and Ukraine areas could result in significant disruptions in energy markets and major trade routes; moreover, additional risk repricing in financial markets could slow growth and add new pressure to inflation. Especially referring to US, potential headwinds from rising trade restrictions, protectionism and likely inward-looking policies, possible progressive disengagement from war scenarios, effectiveness of budget control policies could dampen global growth and cause a slow down in international trade.

Even if inflation is normalizing towards targets (expecially in the Euro Area) and central banks are easing monetary policy, renewed rises in energy and food prices, cost pressure or signs of an upward drift in inflation expectations, could compel central banks to keep policy rates higher for longer than expected, potentially generating additional stress in financial markets, tighter credit standards and failing to sustain economic activity recovery. Tighter than expected global financial conditions would also intensify financial vulnerabilities to the economies and add to debt-servicing pressures.

The global macroeconomic picture could also be influenced by: (a) other global geopolitical tensions (i.e. disputes between the United States of America and China on Taiwan or higher tensions in the Baltic Area/Eastern Europe with Russia), (b) political fragmentation (i.e. in Europe where EU Commission has to deal with challenging decisions like the military budget, possible reactions to trade tariffs, capital markets and banking union), (c) spillovers from weaker growth in China and persistent tensions in the Chinese residential property market, (d) the sovereign debt sustainability of certain countries, (e) banking sector's and financial crisis, (f) competitive devaluations of some countries domestic currencies, (g) potential upward pressure to inflation due to the market labour tensions and the effects of unfolding climate changes, and, even if residual, (h) a resurgence of the pandemic and (i) international terrorism.

Alongside the international macroeconomic situation, there are also specific risks associated with the current economic, financial and political conditions in Italy. Indeed the Issuer operates mainly in the domestic market and therefore, its business is particularly sensitive to investor perception of Italy's reliability and financial solidity as well as its prospects of economic growth. A partial implementation of the National Recovery and Resilience Plan, that fails in supporting growth or green transition, could affect investors' perception of country risk, by being reflected in a high yield differential between the Italian 10-year (the "BTP10Y") and the German bund. Also a potential failure in complying with the domestic debt reduction trajectories agreed with the EU could put the BTP10Y- Bund spread under pressure. On the other hand, the requested tightening of the Italian fiscal policy might weigh on domestic households disposable income and on corporate profits. Furthermore, on the economic activity side, italian foreign demand is influenced by the difficulties of the industrial sector in Germany, which is Italy's first trading partner, and could be impacted by an eventually imposition of trade tariffs to american markets.

Such risks may lead to a stagnation or recessionary trend in the Italian economy in the short to medium term and could adversely affect the dynamics of the main banking aggregates and the specific impacts on the Bank's and Group's economic, financial and capital position could be relevant.

In this context, there is the possibility, in particular for the banking sector, that the economic slowdown will lead to a deterioration in the quality of the loan portfolio, with a consequent increase in the incidence of non-performing loans and the need to increase provisions in the income statement. Also, as a result, the Group's ability to generate revenues may be affected due to the weakening of demand for both financing and investment services and products from customers.

Any recessionary scenario would also therefore have negative impacts on: (i) commissions, with negative effects due to the volatility of financial markets, which are reflected in securities prices and on the contribution from indirect deposits, operations and products placed; (ii) net interest income, which, in addition to the reduction in intermediated volumes, would suffer due to higher “funding” spreads and potential constraints on repricing; (iii) the result of securities portfolio management activities due to the aforementioned volatility of financial markets; and (iv) the fair value measurements of financial assets and liabilities, due to their lower market value.

2.8. *Counterparty Risks*

As part of its operations, the Group trades derivative contracts on a wide variety of underlying assets, such as interest rates, foreign exchange rates, prices in equity indices, commodity derivatives, and credit rights with counterparties in the financial services sector, commercial banks, government departments, financial and insurance companies, investment banks, funds, and other institutional clients, and with non-institutional clients.

For the purpose of mitigating the counterparty risk exposure, credit risk mitigation techniques (i.e. netting agreement, collateral agreement) are widely used in the Group, in compliance with the requirements set by current regulations. The Group also oversees the counterparty risk associated with derivative and repo transactions through the definition of guidelines and policies for management, measurement and monitoring differentiated according to counterparty characteristics.

In light of the above, the Group is exposed to the risk of default by its counterparties to derivative contracts, or that they become insolvent before the maturity of the relevant contract. This risk, which has been exacerbated as a result of the volatility of financial markets, may also arise in the presence of collateral, when any such collateral provided by the counterparty in favor of the Bank, or other Group company, against derivative exposures is not realized or settled at a value sufficient to cover the exposure with respect to the relevant counterparty.

2.9. *Risks related to the purchase and use of Superbonus/Ecobonus/Sismabonus tax credits*

The Bank is exposed to the risk of non-recoverability of tax credits purchased for transactions under Article 121, of Law Decree No. 34/2020, as lastly amended by the Law Decree No. 39/2024.

As of 31 December 2024, the nominal amount of such tax credits is Euro 3,124.8 million. As of the same date, such receivables have already been offset for an amount of Euro 1,136.1 million; the remaining nominal amount (Euro 1,988.7 million) will be subject to recovery in subsequent annual instalments (up to a maximum of ten annual instalments).

The Issuer has purchased tax credits arising from transactions related to interventions in the construction sector (so-called “*superbonus*”, “*ecobonus*”, “*sismabonus*”, “*bonus facciate*”, etc.) in accordance with Article 121 of Law Decree No. 34/2020 (“*Urgent measures on health, support for labor and the economy, as well as social policies related to the epidemiological emergency from COVID-19*”), as lastly amended by the Law Decree No. 39/2024. According to such provisions, tax credits shall be used in order to offset payments of taxes and contributions (contributions can be offset only until 31 December 2024, as a result of the changes introduced by the Law Decree No. 39/2024) due (the so-called “*tax capacity*”) or shall be transferred to third parties for use by the transferees. Failure to use or transfer such tax credits within the terms provided by law results in a loss equal to the value not used or not transferred. Notwithstanding the controls and preliminary verifications provided by the relevant legislation – which aims at ascertaining the existence of all the requirements prescribed by law for the regular accrual of credits in the hands of taxpayers - that the Issuer carries out as part of the credit purchase process, the Issuer is subject to the risk of challenge by the tax authorities for alleged breach by the taxpayers from which the tax credits are originated. In such circumstance, the Issuer would be subject to administrative sanctions and to joint and several liability for the payment of taxes and interest with the taxpayer.

As at the date of this Base Prospectus, the Bank has written down a non-significant amount of the aforesaid purchased receivables (amounting to Euro 1.4 million) as they are subject to a criminal proceedings instructed by the judicial authorities in relation to alleged fraud committed by the contractors of the works and the company that carried them out.

It should be noted that if, for any reason, (i) significant changes in the current tax legislation were to occur or (ii) the payments on which to offset were less than the amount of the credits acquired, and the credits acquired in excess of the offsetting “tax capacity” were not sold to third parties in a timely manner or (iii) joint responsibility arose for breach by the taxpayers, or, (iv) credits were purchased despite the fact that there are situations for which the conditions set forth in Articles 35 (“*obligation to report suspicious transactions*”) and 42 (“*abstention*”) of Legislative Decree 231/2007 apply, then the value of the purchased tax credit, which was not to be recovered would have to be charged to loss, with negative effects on the Issuer’s economic, asset and/or financial situation.

2.10. Risks related to the territorial concentration of the Group’s activities

The operations of BMPS’s commercial network show a concentration of branches and volumes of deposits and loans in the Tuscan administrative region, in terms of incidences related to the total of BMPS in Italy, with values (based on customers’ residence) of 18.7% for loans and 20.5% for deposits in November 2024, significantly higher than the other administrative regions, which show average values of 4.3% and 4.2% respectively. Similarly, the Group’s distribution network is strongly rooted in the reference territories, as is also evident from the market shares in Tuscany of loans (14.6% compared to 4.4% of all of total Italy as of 30 November 2024) and deposits (13.7% compared to 3.8% of all of total Italy as of 30 November 2024).

In light of the above, it cannot be excluded that the specific regional context may change and deteriorate, even in relative terms compared to the trend of the national economy, with possible negative effects on the Group’s activities and economic, equity and/or financial situation. Adverse changes in credit quality of the Issuer’s borrowers and counterparties, particularly concentrated in the region of Tuscany, could affect the recoverability and value of the Issuer’s assets and require an increase in impairment provisions for bad and doubtful loans and other provisions. Nevertheless, the effects of unfolding climate changes (for example the flood that hit some areas of the region in November 2023) could also have negative impacts on the Bank’s activity in Tuscany.

2.11. Risks related to supervisory authority investigations

Since the Issuer carries out banking activities and provides investment services, it is subject to extensive regulation and supervision by, among others, the ECB, Bank of Italy, and CONSOB, each for the aspects under its jurisdiction.

The regulatory authorities, in the exercise of their supervisory powers, subject the Issuer to various ordinary and extraordinary inspection and/or verification activities in order to carry out their prudential supervisory tasks and to assure that the credit institution is equipped with appropriate capital and organizational safeguards with respect to the risks assumed, ensuring the overall management balance.

In light of the foregoing, the Group is exposed to the risk that as a result of the aforementioned inspections and/or verification activities, procedural deficiencies may emerge that could imply the need to take organizational actions and reinforce safeguards aimed at addressing these deficiencies.

For further information on the assessment procedures on the Issuer please refer to paragraph “9. ECB/Bank of Italy, Consob and other authorities inspections” of “*Banca Monte dei Paschi di Siena S.p.A.*” section of this Base Prospectus.

2.12. Risks related to Sanctioned Countries

The Issuer and the Group have customers and partners located and/or operating with entities in various countries around the world, some of which are, or may become, subject to sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, any other agency of the US government, the United Nations, the European Union, any Member State of the European Union or the United Kingdom (respectively the “**Sanctions**” and “**Sanctions Authorities**”) and/or comprehensive country-wide or territory-wide Sanctions (including without limitation those imposed to Cuba, the Crimea region of Ukraine, the so-called Donetsk People’s Republic and the so-called Luhansk People’s Republic, the non-government controlled areas of Kherson and Zaporizhzhia, Iran, North Korea and Syria (the “**Sanctioned Countries**”). Such measures may limit the ability of the Issuer and/or the Group to maintain their operations with such customers and partners in the future.

As at the date of this Base Prospectus, the Bank carries out commercial transactions with a limited number of customers which are the subject of Sanctions and/or private and state-owned banks with registered addresses in Sanctioned Countries. All such commercial transactions have been, and will be, conducted in full compliance with all Sanctions laws and regulations applicable to the Bank (including Council Regulation (EC) No 2271/96 of 22 November 1996, the so-called “Blocking Regulation”).

The Bank has adopted and maintains in place Sanctions-related policies and procedures for the purpose of ensuring compliance with all Sanctions laws and regulations applicable to the Bank. Neither the Bank nor the Group maintains a physical presence in Sanctioned Countries and the Bank’s existing activities as described above are conducted solely through the use of correspondent banking relationships. The Bank and/or the Group do not otherwise engage in any other material business with persons or entities subject to Sanctions and promptly takes any necessary action in the event that any of its counterparties and/or customers become the subject of Sanctions. In light of the strengthening of the approach of the Sanctions Authorities, it cannot be excluded that counterparties and/or customers of the Bank and/or the Group located outside Sanctioned Countries may be the subject of Sanctions. In these circumstances, the Bank and/or the Group, in accordance with its Sanctions-related policies and procedures, further to any necessary preliminary investigations, promptly adopts all the necessary actions for the purpose of ensuring compliance with Sanctions laws and regulations applicable to the Bank. As at the date of this Base Prospectus, the overall exposure of the Bank vis-à-vis customers and/or counterparties subject to Sanctions is negligible and lower than 1% of the consolidated revenues of the Group as at 31 December 2024.

In addition, it should be noted that the Group operates in compliance with the sanctions regime imposed on the Russian Federation since 2014, including the new financial and economic sanctions including those implemented by Sanctions Authorities, where applicable, against the Russian Federation and certain Russian organisations and/or individuals (the “**Russia Sanctions**”), constantly adapting its operations to the international development on this matter. In fact, since the beginning of the Russia’s invasion of Ukraine in February 2022, the operations of the Group in the Russian Federation have drastically decreased and are likely to reduce further in case the Russia Sanctions should be maintained or strengthened.

The Groups’ ability to engage in activity with certain customers and institutional businesses in the above mentioned Sanctioned Countries or, more generally, involving certain businesses and customers, is dependent in part upon whether such engagements are restricted under any current or future Sanctions and may be discontinued in light of any developments.

Notwithstanding the foregoing, if the Group’s counterparties or the Group itself were to be subject to Sanctions, the investigation costs, remediation required and/or payments or other legal liabilities incurred could potentially adversely affect the net assets and results of operations of BMPS. Such an adverse outcome could have a material adverse effect on the Group’s reputation and business, results of operations or financial condition.

3. Risk factors related to the legal and regulatory framework of the sector of business in which the Issuer and the Group operate

3.1. *Risks associated with uncertainty about the future results of stress tests or Asset Quality Review exercises*

The Single Supervisory Mechanism (the “SSM”) is responsible for the prudential supervision of all credit institutions in participating member states and ensures that the EU policy on the prudential supervision of credit institutions is implemented consistently and effectively and that credit institutions are subject to the highest quality of supervision. In this context, the ECB has been entrusted with specific prudential supervisory tasks over credit institutions by, among other things, providing for the possibility for credit institutions to conduct, where appropriate in coordination with the EBA, stress tests (supervisory stress tests) to ascertain whether the measures, strategies, processes and mechanisms put in place by credit institutions and the own funds they hold would enable sound risk management and hedging in dealing with future, but plausible, adverse events. The stress tests are designed to serve as inputs to the SREP: the outcome of the SREP could result in an additional own funds requirement, as well as other qualitative and quantitative measures.

The EBA conducted an EU-wide stress test for 2023 aimed at assessing the resilience of the European banking sector, including the Group. The results are available on the EBA website (<https://www.eba.europa.eu/risk-and-data-analysis/risk-analysis/eu-wide-stress-testing>).

On 28 July 2023, the EBA announced the results of the 2023 EU-wide stress test to which Banca MPS was subject. Such test was conducted by the EBA, in cooperation with the ECB and the European Systemic Risk Board (the “ESRB”). The adverse stress test scenario was set by the ECB/ESRB and covers a three-year time horizon (2023-2025). The stress test has been carried out applying a static balance sheet assumption as of December 2022 and a number of constraints to the profit and loss accounts. The results, best ever in the Group’s stress test exercises, have confirmed the strong solidity achieved by the Group and its capability to generate sustainable profitability, proven also by the positive net results in years 2024 and 2025 even in the adverse scenario, considering the human resources cost savings. For further information in such regard, please refer to the paragraph “3.1(h) 2023 EU-wide stress test” of “*Banca Monte dei Paschi di Siena S.p.A.*” section of this Base Prospectus.

On 5 July 2024, the EBA announced a new EU-wide EBA stress test to be conducted in the first half of 2025 in cooperation with the ECB and the other competent authorities. The Issuer has been selected to participate in this supervisory exercise. As at the date of this Base Prospectus, no evidence of the outcome of the exercise is available. Therefore, there can be no assurance that the Issuer will meet all the supervisory expectations and may be subject to measures by the ECB which may, *inter alia*, impose additional capital requirements or other measures that could have an adverse effect on the business and the economic, capital and/or financial condition of the Issuer and/or the Group.

3.2. *Risks related to changes in banking and financial sector regulations and additional regulations to which the Group is subject*

The Group is subject to compliance with a complex set of regulations and supervision by, among others, the Bank of Italy, CONSOB and, from 4 November 2014, the ECB, which is entrusted, pursuant to the regulations establishing the SSM, with the task of, *inter alia*, ensuring the homogeneous application of the regulatory provisions of the Euro Area and is responsible for the prudential supervision of all “significant” credit institutions in the participating member states. In addition, the Bank is subject to the supervision of the EU Directorate-General for Competition (the “DG Comp”) until the completion of the Restructuring Plan (as defined in “*Banca Monte dei Paschi di Siena S.p.A.*” section of this Base Prospectus). Supervision by the aforementioned authorities covers various areas of the Issuer’s and the Group’s activities and may concern, among other things, levels of liquidity, capital adequacy and leverage, regulations on transactions with related parties and connected persons, prevention and combating of money laundering, protection of privacy, transparency and fairness in customer relations, and reporting and record-keeping obligations.

Any changes in the regulations, or even in the manner in which they are applied, as well as the possibility that the Issuer and/or Group companies fail to ensure compliance with the applicable regulations, could result in adverse effects on the Bank's and/or Group's activities, assets, liabilities, and financial position, as well as on the products and services they offer.

It should be noted that simulations run so far did not evidence increase in risk-weighted assets, therefore the impact of this risk is considered not material.

Moreover, with the thirty-eight update of Circular No. 285 of 17 December 2013, the Bank of Italy introduced the authority to set a systemic risk buffer (“**SyRB**”). In this regard, the Bank of Italy decided to apply a SyRB equal to 1.0 per cent. of credit and counterparty risk-weighted exposures to Italian residents to all banks authorized to operate in Italy. The target buffer of 1.0 per cent. shall be achieved gradually by setting aside a reserve of 0.5 per cent. of material exposures by 31 December 2024; the remaining 0.5 percent by 30 June 2025. The SyRB is to be applied at both the consolidated and the individual level.

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

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 certain features, distinguishing between factors which may occur in relation to any Notes and those which might occur in relation to certain types of Exempt Notes.

The risks below have been classified into the following categories:

1. *Risks applicable to all Notes;*
2. *Risks applicable to the Senior Notes and the Non-Preferred Senior Notes;*
3. *Risks applicable to the Subordinated Notes;*
4. *The interest rate on Reset Notes will reset on each Reset Date, which can be expected to affect the interest payment on an investment in Reset Notes and could affect the market value of the Reset Notes;*
5. *Risks applicable to certain types of Exempt Notes;*
6. *Risks related to the Notes in Global Form;*
7. *Risks related to the Dematerialised Notes;*
8. *Risks related to Notes generally;*
9. *Risks related to the market generally;*

1. Risks applicable to all Notes

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

An optional redemption feature is likely to limit the market value of the Notes. During any period when BMPS may elect to redeem Notes or there is a perception that this is the case, 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.

BMPS may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

1.2. If the Notes include a feature to convert the interest basis 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 changes 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 in, 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 market rates on those Notes and could affect the market value of an investment in the relevant Notes.

1.3. 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 (such as Zero Coupon Notes) or premium to their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for more conventional interest-bearing securities. Generally, the longer the remaining term of such securities, the greater the price volatility as compared to more conventional interest-bearing securities with comparable maturities.

1.4. Early Redemption of the Notes for tax reasons

In the event that the Issuer would be obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of Italy or any political subdivision thereof or any authority therein or thereof having power to tax, the Issuer may redeem all outstanding Notes in accordance with, and subject to the provisions of, the Terms and Conditions for the Notes in Global Form and/or the Terms and Conditions for the Dematerialised Notes. See also “*If the Issuer has the right to redeem any Notes at its option or there is a perception that this is the case, this may limit the market value of the Notes concerned and should the Notes be redeemed an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return*” above.

1.5. Waiver of set-off

As specified in Condition 2(a) (*Status of the Senior Notes*) of the Terms and Conditions for the Notes in Global Form and Condition 2(a) (*Status of the Senior Notes*) of the Terms and Conditions for the Dematerialised Notes, each holder of a Senior Note will unconditionally and irrevocably waive any right of set-off, netting, counterclaim, abatement or other similar remedy which it might otherwise have, under the laws of any jurisdiction, in respect of such Senior Note.

As specified in Condition 2(b) (*Status of the Non-Preferred Senior Notes*) of the Terms and Conditions for the Notes in Global Form and Condition 2(b) (*Status of the Non-Preferred Senior Notes*) of the Terms and Conditions for the Dematerialised Notes, each holder of a Non-Preferred Senior Note will unconditionally and irrevocably waive any right of set-off, netting, counterclaim, abatement or other similar remedy which it might otherwise have, under the laws of any jurisdiction, in respect of such Non-Preferred Senior Note.

As specified in Condition 2(c) (*Status of the Subordinated Notes*) of the Terms and Conditions for the Notes in Global Form and Condition 2(c) (*Status of the Subordinated Notes*) of the Terms and Conditions for the Dematerialised Notes, each holder of a Subordinated Note unconditionally and irrevocably waives any right of set-off, netting, counterclaim, abatement or other similar remedy which it might otherwise have, under the laws of any jurisdiction, in respect of such Subordinated Note.

1.6. In respect of any Notes issued with a specific use of proceeds, such as a “Green Bond”, “Social Bond” or “Sustainability Bond”, there can be no assurance that such use of proceeds will be suitable for the investment criteria of an investor

The applicable Final Terms relating to any specific Series (or Tranche) of Notes may provide that it will be the Issuer’s intention to apply the proceeds from an offer of those Notes specifically for Green Eligible Projects and/or Social Eligible Projects (each term as defined in the “*Use of Proceeds*” section of this Base

Prospectus) in accordance with and the principles set out by the International Capital Market Association (“ICMA”) (respectively, the Green Bond Principles (“GBP”), the Social Bond Principles (“SBP”) and the Sustainability Bond Guidelines (“SBG”)).

Prospective investors should have regard to the information set out in paragraph *“Use of Proceeds and Estimated Net Proceeds”* in the applicable Final Terms and must determine for themselves the relevance of such information for the purpose of any investment in the Notes together with any other investigation such investors deem necessary and must assess the suitability of that investment in light of their own circumstances. In particular, no assurance is given by the Issuer or the Dealers that the use of such proceeds for the funding of any Green Eligible Projects and for any Social Eligible Projects, as the case may be, will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether (i) by any present or future applicable law or regulations, including, amongst others, Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable development (the “**EU Taxonomy Regulation**”) and the delegated regulations of technical screening criteria for the environmental objectives set out therein for climate change adaptation and mitigation objectives (the “**EU Taxonomy Regulation Delegated Acts**”) approved in principle by the EU Commission on 21 April 2021 and formally adopted on 4 June 2021 (the EU Taxonomy Regulation and the EU Taxonomy Regulation Delegated Acts, jointly, the “**EU Taxonomy Framework**”) or (ii) by its own by-laws or other governing rules or investment portfolio mandates (in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, the relevant Green Eligible Projects or Social Eligible Projects).

On 9 December 2021, a first delegated act on sustainable activities for climate change mitigation and adaptation objectives of the EU Taxonomy (“**Climate Delegated Act**”) was published in the Official Journal and is applicable from 1 January 2022. With respect to the remaining environmental objectives, a second delegated act setting out proposed technical screening criteria for economic activities that make a substantial contribution to the (non-climate) environmental objectives of the EU Taxonomy Regulation was adopted by the Commission on 27 June 2023. On 6 July 2021 the European Commission adopted the delegated act supplementing Article 8 of the EU Taxonomy Regulation which was then published in the Official Journal on 10 December 2021 and which is applicable since January 2022. This delegated act specifies the content, methodology and presentation of information to be disclosed by financial and non-financial undertakings concerning the proportion of environmentally sustainable economic activities in their business, investments or lending activities. On 9 March 2022, the European Commission adopted a complementary climate delegated act including, under strict conditions, specific nuclear and gas energy activities in the list of economic activities covered by the EU Taxonomy Regulation. It was published in the Official Journal on 15 July 2022 and it is applicable since January 2023. The criteria for the specific gas and nuclear activities are in line with EU climate and environmental objectives and will help accelerate the shift from solid or liquid fossil fuels, including coal, towards a climate-neutral future.

On 18 June 2019, the Commission Technical Expert Group on sustainable finance published its final report on a future European standard for green bonds (the “**EU Green Bond Standard**”). In the context of the public consultation on the renewed sustainable finance strategy, the European Commission launched a targeted consultation on the establishment of an EU Green Bond Standard, that builds and consults on the work of the Commission Technical Expert Group and has run between 12 June and 2 October 2020. On 19 October 2020, the European Commission published the Commission Work Programme 2021, in which the European Commission expressed the intention to deliver a legislative proposal by the end of the second quarter of 2021. On 6 July 2021, the European Commission officially adopted a legislative proposal for a EU Green Bond Standard setting out four main requirements: (i) allocation of the funds raised by the green bond should be made in compliance with the EU Taxonomy Regulation; (ii) full transparency on the allocation of the green bond proceeds; (iii) monitoring and compliance activities to be carried out by an external reviewer; and (iv) registration of external reviewers with the ESMA and subject to its supervision. In this respect, on 28 February 2023, the European Parliament and the Council reached a political agreement

on the Commission's proposal for an EU Green Bond Standard. In particular, issuers of an EU Green Bond Standard would need to ensure that at least 85% of the funds raised by the bond are allocated to economic activities that align with the EU Taxonomy Regulation. The proposal was approved by the European Parliament on 5 October 2023 and by the Council on 23 October 2023. Consequently, on 30 November 2023, Regulation (EU) 2023/2631 (the "**EU Green Bond Standard Regulation**") was published in the Official Journal of the EU. The EU Green Bond Standard Regulation is applicable as from 21 December 2024 with a transition period for certain requirements until 21 June 2026.

Furthermore, on 6 April 2022 the European Commission adopted the Regulatory Technical Standards ("**RTS**") to Regulation (EU) 2019/2088 (the "**Sustainable Finance Disclosure Regulation**" or "**SFDR**") which applies from 1 January 2023.

Furthermore, on 25 July 2022 Commission Delegated Regulation (EU) 2022/1288, supplementing the SFDR with regard to RTS specifying the details of the content and presentation of the information in relation to the principle of "do no significant harm", specifying the content, methodologies and presentation of information in relation to sustainability indicators and adverse sustainability impacts, and the content and presentation of the information in relation to the promotion of environmental or social characteristics and sustainable investment objectives in pre-contractual documents, on websites and in periodic reports ("**SFDR RTS**"), was published in the Official Journal. The new RTS apply from 1 January 2023.

On 31 October 2022 the European Commission adopted the Delegated Regulation (EU) 2023/363 (the "**SFDR RTS Delegated Regulation**") amending and correcting the standards laid down in the SFDR RTS to ensure investors receive information reflecting provisions set out in the Commission Delegated Regulation (EU) 2022/1214 of 9 March 2022. The SFDR RTS Delegated Regulation has been published in the Official Journal on 17 February 2023 and has come into force on the third day after publication in the Official Journal.

Furthermore, it should be noted that there is currently no clearly established definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes or may be classified as a "green", "social" or "sustainable" or equivalently-labelled project or as to what precise attributes are required for a particular project to be defined as "green", "social" or "sustainable" or such other equivalent label. The EU Taxonomy Framework is nevertheless subject to further developments. Even if a definition or market consensus as to what constitutes, a "green", "social" or "sustainable" or an equivalently-labelled project or as to what precise attributes are required for a particular project to be defined as "green", "social" or "sustainable" or such other equivalent label, should develop or be established, no assurance is or can be given to investors that any project or use, the subject of or related to, any Green Eligible Project or any Social Eligible Project will meet any or all investor expectations regarding such "green", "social" or "sustainable" or other equivalently labelled performance objectives (including those set out under the EU Taxonomy Framework) or that any adverse green, social, sustainable and/or other impacts will not occur during the implementation of any project or use the subject of, or related to, any Green Eligible Project and any Social Eligible Project, as the case may be, towards which proceeds of the Notes are to be applied. Moreover, in light of the continuing development of legal, regulatory and market conventions in the green, sustainable and positive social impact markets, there is a risk that the legal frameworks and/or definitions may (or may not) be modified to adapt any update that may be made to the GBP and/or the SBP and/or the SBG and/or the EU Taxonomy Framework. Any such consequences could have an adverse effect on liquidity and value of and return on any such Note.

As at the date of this Base Prospectus, the Issuer has published a framework relating to an investment in Green Eligible Projects and Social Eligible Projects (the "**ESG Framework**") as better detailed in the section "*Use of Proceeds*" of this Base Prospectus.

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any opinion or certification of any third party (whether or not solicited by the Issuer) (including the ESG Framework Second-party Opinion, as defined in the "*Use of Proceeds*" section of this Base Prospectus) which may or may not be made available in connection with the issue of any Green Bond, Social Bond or

Sustainability Bond and in particular with any Green Eligible Project or Social Eligible Project to fulfil any environmental, sustainability, social and/or other criteria. For the avoidance of doubt, any such opinion or certification (including the ESG Framework Second-party Opinion) is not, nor shall be deemed to be, incorporated in and/or form part of this Base Prospectus. Any such opinion or certification is not, nor should be deemed to be, a recommendation by the Issuer, the Dealers or any other person to buy, sell or hold any such Green Bonds, Social Bonds or Sustainability Bonds. Any such opinion or certification (including the ESG Framework Second-party Opinion) is only current as of the date that opinion was initially issued. Prospective investors must determine for themselves the relevance of any such opinion or certification (including the ESG Framework Second-party Opinion) and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in such Green Bonds, Social Bonds or Sustainability Bonds. Currently, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight.

Any Green Bond issued under the Programme will not be compliant with the EU Green Bond Standard Regulation and are only intended to comply with the requirements and processes in the ESG Framework. It is not clear if the establishment of the “European Green Bond” or “EuGB” label and the optional disclosures regime for bonds issued as “environmentally sustainable” under the EU Green Bond Standard Regulation could have an impact on investor demand for, and pricing of, green use of proceeds bonds that do not comply with the requirements of the EuGB label or the optional disclosures regime, such as the Green Bonds issued under this Programme. It could result in reduced liquidity or lower demand or could otherwise affect the market price of any Green Bonds issued under this Programme that do not comply with the standards under the EU Green Bond Standard Regulation.

In the event that any Green Bond, Social Bond or Sustainability Bond are listed or admitted to trading on any dedicated “green”, “social”, “sustainable” or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer, the Dealers or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, any Green Eligible Project and to any Social Eligible Project. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Nor is any representation or assurance given or made by the Issuer, the Dealers or any other person that any such listing or admission to trading will be obtained in respect of any such Green Bond, Social Bond or Sustainability Bond or, if obtained, that any such listing or admission to trading will be maintained during the life of the Green Bonds, Social Bonds or Sustainability Bonds (as the case may be).

While it is the intention of the Issuer to apply an amount equivalent to the proceeds of any Note so specified for Green Eligible Projects and/or Social Eligible Projects in, or substantially in, the manner described in the applicable Final Terms, there can be no assurance that the relevant project(s) or use(s) the subject of, or related to, any Green Eligible Project and any Social Eligible Project (either resulting from the original application of the proceeds of the Notes or a subsequent reallocation of such proceeds) will be capable of being implemented in, or substantially in, such manner and/or in accordance with any timing schedule and that accordingly such proceeds will be totally applied for the specified Green Eligible Projects and/or for the specified Social Eligible Projects. Nor can there be any assurance that (i) such Green Eligible Projects and/or such Social Eligible Projects will be completed within any specified period or at all, (ii) with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the Issuer, or (iii) the originally designated green project or social project will not be the potentially or actual disqualified as such. There is no direct contractual link between any Green Bonds, Social Bonds, or Sustainability Bonds and any green, social or sustainability targets of the Issuer.

Any such event or failure by the Issuer will not constitute an Issuer Event of Default under the Notes. Any such event or failure to apply an amount equal to the proceeds of the issue of the Notes for any Green Eligible Projects and/or for any Social Eligible Projects as aforesaid and/or withdrawal of any such opinion or certification attesting that the Issuer is not complying in whole or in part with any matters for which such opinion or certification is opining or certifying on and/or any such Green Bonds, Social Bonds or Sustainability Bonds no longer being listed or admitted to trading on any stock exchange or securities market, as aforesaid, may: (i) have a material adverse effect on the value of Green Bonds, Social Bonds or Sustainability Bonds and also potentially the value of any other Green Bonds, Social Bonds or Sustainability Bonds which are intended to finance Green Eligible Projects and to finance Social Eligible Projects; and/or (ii) result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose; and/or (iii) limit Issuer's access to market relating to "green" or other equivalently-labelled instruments; and/or (iv) determine delisting of such Green Bonds, Social Bonds or Sustainability Bonds for any Green Eligible Project and any Social Eligible Project from any segment or market dedicated to listing of "green" or other equivalently-labelled instruments.

1.7. Potential conflicts of interest with the Calculation Agent

Potential conflicts of interest may exist between the Calculation Agent (if any) and Noteholders (including where a Dealer acts as a calculation agent), including with respect to certain determinations and judgments that such Calculation Agent may make pursuant to the Conditions that may influence amounts receivable by the Noteholders during the term of the Notes and upon their redemption.

1.8. The Notes have limited Events of Default and remedies

The Events of Default in respect of the Notes, being events upon which the Noteholders may declare the Notes to be immediately due and payable, are limited to circumstances in which the Issuer (i) is liquidated (including when the Issuer becomes subject to *Liquidazione Coatta Amministrativa* as defined in Legislative Decree No. 385 of 1 September 1993, as amended from time to time (the "**Italian Consolidated Banking Act**")) or (ii) is insolvent as set out in Condition 8 (*Events of Default*) of the Terms and Conditions for the Notes in Global Form and Condition 8 (*Events of Default*) of the Terms and Conditions for the Dematerialised Notes. Accordingly, other than following the occurrence of an Event of Default (and, for the avoidance of doubt, resolution proceeding(s) or moratoria imposed by a resolution authority in respect of the Issuer shall not constitute Events of Default for the Notes for any purpose), even if the Issuer fails to meet any of its obligations under the Notes, including the payment of any interest, the Noteholders will not have the right of acceleration of principal and the sole remedy available to Noteholders for recovery of amounts owing in respect of any of the Notes will be the institution of proceedings to enforce such payment. Notwithstanding the foregoing, the Issuer will not, by virtue of the institution of any such proceedings, be obliged to pay any sum or sums sooner than the same would otherwise have been payable by it.

2. Risks applicable to the Senior Notes and the Non-Preferred Senior Notes

2.1. The Issuer's obligations under Non-Preferred Senior Notes rank junior to unsecured and unsubordinated preferred obligations of the Issuer

The Issuer's obligations under Non-Preferred Senior Notes will be unsecured, unsubordinated and non-preferred obligations and will rank junior in priority of payment to Senior Liabilities and claims arising from the excluded liabilities within the meaning of Article 72a(2) of the CRR. **Senior Liabilities** means any direct, unconditional, unsecured and unsubordinated indebtedness or payment obligations (or indebtedness or obligations which rank, or are expressed to rank by their terms, senior to the Non-Preferred Senior Notes) of the Issuer for money borrowed or raised or guaranteed by the Issuer, as the case may be, and any indebtedness or mandatory payment obligations preferred by the laws of the Republic of Italy. Although Non-Preferred Senior Notes may pay a higher rate of interest than comparable Notes which rank senior to the Non-Preferred Senior Notes, there is a real risk that an investor in Non-Preferred Senior Notes will lose all or some of his investment should the Issuer become insolvent.

2.2. Senior Notes and Non-Preferred Senior Notes could be subject to Issuer Call due to MREL Disqualification Event

If at any time an MREL Disqualification Event occurs and is continuing in relation to any Series of Senior Notes or Non-Preferred Senior Notes, and the Form of Final Terms for the Senior Notes or the Non-Preferred Senior Notes of such Series specify that Issuer Call due to MREL Disqualification Event is applicable, the Issuer may (subject to Condition 5(j) (*Conditions to Redemption and Purchase of Senior Notes and Non-Preferred Senior Notes*) of the Terms and Conditions for the Notes in Global Form and Condition 5(j) (*Conditions to Redemption and Purchase of Senior Notes and Non-Preferred Senior Notes*) of the Terms and Conditions for the Dematerialised Notes, elect to redeem all, but not some only, of the Senior Notes or the Non-Preferred Senior Notes of such Series. An MREL Disqualification Event means that, at any time, all or part of the aggregate outstanding nominal amount of such Series of Senior Notes or Non-Preferred Senior Notes it or will be excluded fully or partially from the eligible liabilities available to meet the MREL Requirements, subject to as set out in Condition 5(e) (*Issuer Call due to MREL Disqualification Event*) of the Terms and Conditions for the Notes in Global Form and Condition 5(e) (*Issuer Call due to MREL Disqualification Event*) of the Terms and Conditions for the Dematerialised Notes. The applicability of the minimum requirements for eligible liabilities is subject to the application, in the EU and in Italy, of the new EU regulatory framework under the BRRD II, SRM II Regulation, CRD V and CRR II (the “**EU Banking Framework**”).

If the Senior Notes or the Non-Preferred Senior Notes are to be so redeemed, there can be no assurance that Noteholders will be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Senior Notes or Non-Preferred Senior Notes being redeemed. Potential investors should consider reinvestment risk in light of other investments available at that time. In addition, an MREL Disqualification Event could result in a decrease in the market price of the Notes.

See also “*If the Issuer has the right to redeem any Notes at its option or there is a perception that this is the case, this may limit the market value of the Notes concerned and should the Notes be redeemed an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return*” above.

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

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

In addition, under the EU Banking Framework, the early redemption or purchase of Senior Notes and Non-Preferred Senior Notes which qualify as eligible liabilities available to meet MREL Requirements is subject to the prior approval of the Relevant Resolution Authority where applicable from time to time under the MREL Requirements. The EU Banking Framework states that the Competent Authority would approve an early redemption of the Senior Notes and Non-Preferred Senior Notes where any of the following conditions is met:

- on or before such early redemption or purchase of the Senior Notes or Non-Preferred Senior Notes, the Issuer replaces the Senior Notes or Non-Preferred Senior Notes with own funds instruments or eligible liabilities of an equal or higher quality on terms that are sustainable for the income capacity of the Issuer;
- the Issuer has demonstrated to the satisfaction of the Competent Authority that its Own Funds and eligible liabilities would, following such redemption or purchase, exceed the requirements for own

funds and eligible liabilities set out in the CRD V or the BRRD II (or, in either case, any relevant provisions of Italian law implementing the CRD V or, as appropriate, the BRRD II) or the CRR II by a margin that the Competent Authority considers necessary; or

- the Issuer has demonstrated to the satisfaction of the Competent Authority that the partial or full replacement of the eligible liabilities with own funds instruments is necessary to ensure compliance with the own funds requirements laid down in the CRR II and in the CRD V for continuing authorisation.

The Relevant Resolution Authority shall consult with the Competent Authority before granting that permission, as requested pursuant to the EU Banking Framework.

2.4. Senior Notes and Non-Preferred Senior Notes may be subject to modification without Noteholder consent.

If Variation is specified as being applicable in the circumstances described in (i) and/or (ii) below in the applicable Final Terms for any Series of Senior Notes or Non-Preferred Senior Notes, then (i) at any time an MREL Disqualification Event or an Alignment Event or a Tax Event occurs and/or as applicable (ii) in order to ensure the effectiveness and enforceability of Condition 16 (*Statutory Loss Absorption Powers*) of the Terms and Conditions for the Notes in Global Form and Condition 14 (*Statutory Loss Absorption Powers*) of the Terms and Conditions for the Dematerialised Notes, then the Issuer may, subject to giving any notice required to be given to, and receiving any consent required from, the Competent Authority and/or as appropriate the Relevant Resolution Authority (without any requirement for the consent or approval of the holders of the Senior Notes or Non-Preferred Senior Notes of that Series) and having given not less than 30 nor more than 60 days' notice (or such other notice periods as may be specified in the applicable Final Terms) to: (i) in the case of Notes in Global Form, the Agent and the holders of the Notes of that Series; or (ii) in the case of Dematerialised Notes, Monte Titoli, the Paying Agent for the Dematerialised Notes and the holders of the Notes of that Series (as applicable), at any time vary the terms of such Senior Notes or Non-Preferred Senior Notes provided that such variation does not itself give rise to any right of the Issuer to redeem the varied securities.

Qualifying Senior Notes or Qualifying Non-Preferred Senior Notes, as applicable, are securities issued by the Issuer that, other than in respect of the effectiveness and enforceability of Condition 16 (*Statutory Loss Absorption Powers*) of the Terms and Conditions for the Notes in Global Form and Condition 14 (*Statutory Loss Absorption Powers*) of the Terms and Conditions for the Dematerialised Notes, have terms not materially less favourable to the Noteholders (as reasonably determined by the Issuer) than the terms of the relevant Senior Notes or Non-Preferred Senior Notes, as applicable. However, no assurance can be given as to whether any of these changes (including, without limitation, any changes to governing law and/or jurisdiction) will negatively affect any particular Noteholder. In addition, the tax and stamp duty consequences of holding such varied notes could be different for some categories of Noteholders from the tax and stamp duty consequences for them of holding the notes prior to such variation.

2.5. Senior Notes and Non-Preferred Senior Notes may be subject to loss absorption on any application of the general bail-in-tool

Investors should be aware that Senior Notes and Non-Preferred Senior Notes may be subject to write-down or conversion into equity capital instruments on any application of the general bail-in tool, which may result in such holders losing some or all of their investment. The exercise of the general bail-in tool, or any other power under the BRRD or any suggestion or perceived suggestion of such exercise could, therefore, materially adversely affect the rights of holders Senior Notes and Non-Preferred Senior Notes, the price or value of their investment in any such Notes and/or the ability of the Issuer to satisfy its obligations under such Notes. Any shares issued to holders of Senior Notes or Non-Preferred Senior Notes upon any such conversion into equity capital instruments may be of little value at the time of conversion and may also be subject to any future application of the BRRD.

3. Risks applicable to the Subordinated Notes

3.1. *An investor in Subordinated Notes assumes an enhanced risk of loss in the event of the Issuer's insolvency*

BMPS's obligations under Subordinated Notes will be unsecured and subordinated and will rank junior in priority of payment to Senior Liabilities. "**Senior Liabilities**" means any direct, unconditional, unsecured and unsubordinated indebtedness or payment obligations (or indebtedness or obligations which are subordinated but to a lesser degree than the obligations under the relevant Subordinated Notes) of BMPS for money borrowed or raised or guaranteed by BMPS, as the case may be, and any indebtedness or mandatory payment obligations preferred by the laws of the Republic of Italy. Although Subordinated Notes may pay a higher rate of interest than comparable Notes which are not subordinated (including Non-Preferred Senior Notes), there is a real risk that an investor in Subordinated Notes will lose all or some of his investment should BMPS become insolvent.

In no event will holders of Subordinated Notes be able to accelerate the maturity of their Subordinated Notes; such holders will have claims only for amounts then due and payable on their Subordinated Notes.

For a full description of the provisions relating to the Subordinated Notes, see Condition 2(c) (*Status of the Subordinated Notes*) of the Terms and Conditions for the Notes in Global Form and Condition 2(c) (*Status of the Subordinated Notes*) of the Terms and Conditions for the Dematerialised Notes.

3.2. *Subordinated Notes could be subject to redemption for regulatory reasons*

The intention of BMPS is for Subordinated Notes to qualify on issue as "Tier 2 Capital" for regulatory purposes. However, current regulatory practice by the Bank of Italy does not require (or customarily provide) a confirmation prior to the issuance of Subordinated Notes that the Subordinated Notes will be treated as such.

If Regulatory Call is specified as applicable in the Final Terms, upon the occurrence of a Capital Event (as defined in Condition 5(d) (*Redemption for Regulatory Reasons*)) of the Terms and Conditions for the Notes in Global Form and Condition 5(d) (*Redemption for Regulatory Reasons*) of the Terms and Conditions for the Dematerialised Notes), the Issuer may (subject to the provisions of Condition 5(i) (*Conditions to Early Redemption and Purchase of Subordinated Notes*) of the Terms and Conditions for the Notes in Global Form and Condition 5(i) (*Conditions to Early Redemption and Purchase of Subordinated Notes*) of the Terms and Conditions for the Dematerialised Notes), elect to redeem the Subordinated Notes. In the event of a redemption for regulatory reasons, there can be no assurance that an investor will be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Subordinated Notes being redeemed. Potential investors should consider reinvestment risk in light of other investments available at that time.

See also "*If the Issuer has the right to redeem any Notes at its option or there is a perception that this is the case, this may limit the market value of the Notes concerned and should the Notes be redeemed an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return*" above and "*Subordinated Notes may be subject to modification without Noteholder consent*" below.

3.3. *Subordinated Notes may be subject to loss absorption on any application of the general bail-in tool or at the point of non-viability of the Issuer or, in certain circumstances, the Group or may be the subject to the burden sharing requirements of the EU State aid framework and the BRRD.*

Investors should be aware that, in addition to the general bail-in tool, the BRRD provides for resolution authorities to have the further power to write-down permanently/convert into equity capital instruments such as the Subordinated Notes at the point of non-viability and before any other resolution action is taken, with losses absorbed in accordance with the priority of claims under normal insolvency

proceedings (“**Non-Viability Loss Absorption**”). Any shares issued to holders of Subordinated Notes upon any such conversion into equity capital instruments may also be subject to any future application of the BRRD.

Furthermore, the BRRD provides for a Member State as a last resort, after having assessed and applied the resolution tools (including the general bail-in tool) to the maximum extent practicable whilst maintaining financial stability, to be able to provide extraordinary public financial support through additional financial stabilisation tools. These consist of the public equity support and temporary public ownership tools. Any such extraordinary financial support must be provided in accordance with the burden sharing requirements of the EU state aid framework and the BRRD. As an exemption from these principles, the BRRD allows for three kinds of extraordinary public support to be provided to a solvent institution without triggering resolution: 1) a State guarantee to back liquidity facilities provided by central banks according to the central banks’ conditions; 2) a State guarantee of newly issued liabilities; or 3) an injection of own funds in the form of precautionary recapitalisation. In the case of precautionary recapitalization EU state aid rules require that shareholders and junior bond holders (such as holders of the Subordinated Notes) contribute to the costs of restructuring.

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

In addition, on 30 November 2021, Legislative Decree No. 193 of 8 November 2021 (the **193 Decree**) implementing the BRRD II was published in the *Gazzetta Ufficiale* and entered into force on 1 December 2021. The 193 Decree introduces point *c-ter*) under Article 91 paragraph 1-*bis*) of the Italian Banking Act transposing Article 48(7) of the BRRD II. The amended Article 91 of the Italian Banking Act provides for the following ranking:

- subordinated instruments which do not qualify (and no part thereof is recognized) as own funds items (*elementi di fondi propri*) shall rank senior to own funds items (including any instruments only partly recognized as own funds items (*elementi di fondi propri*)) and junior to senior non-preferred instruments (*strumenti di debito chirografario di secondo livello*);
- if instruments which qualified in whole or in part as own funds items (*elementi di fondi propri*) cease, in their entirety, to be classified as such, they will rank senior to own fund items (*elementi di fondi propri*) but junior to senior non-preferred instruments.

In light of the above, if Subordinated Notes of the Issuer (which qualify or qualified at any time either in whole or in part as own fund items) were to be disqualified entirely as Own Funds items in the future, their ranking would improve compared to Subordinated Notes which at the relevant time qualify as Own Funds items (in whole or in part) and would rank *pari passu* with Subordinated Notes which at the relevant time are not qualified in whole or in part as own funds items. In the event of a liquidation or bankruptcy of the Issuer, the Issuer would, *inter alia*, be required to pay subordinated creditors of the Issuer, whose claims rank in priority to the Subordinated Notes, including those whose claims arise from liabilities that no longer fully or partially are recognized as an own funds instrument in full before it can make any payments on the Subordinated Notes which, at the relevant time, qualify as Own Funds items (in whole or in part). Furthermore, if the Subordinated Notes are fully disqualified as Own Funds items, such Notes would not be

subject to a write-down or conversion into common shares at the point of non-viability even though they would continue to be subject to bail-in, and, in the event the Issuer were to receive extraordinary financial support in accordance with the EU state aid framework and the BRRD, may be subject to the burden sharing requirements of such legislation.

3.4. *Early redemption and purchase of the Subordinated Notes may be restricted*

Any early redemption or purchase of Subordinated Notes is subject to compliance with the then applicable Regulatory Capital Requirements, including for the avoidance of doubt:

- (a) the Issuer giving notice to the relevant Competent Authority and such Competent Authority granting prior permission to redeem or purchase the relevant Subordinated Notes (in each case subject to, and in accordance with, the relevant Regulatory Capital Requirements, including Articles 77 and 78 of CRR, as amended or replaced from time to time), where either:
 - (i) on or before such redemption or purchase (as applicable), the Issuer having replaced the Notes with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer; or
 - (ii) the Issuer has demonstrated to the satisfaction of the Competent Authority that its own funds and eligible liabilities would, following such repayment or purchase, exceed the minimum requirements (including any capital buffer requirements) required under the Regulatory Capital Requirements by a margin that the Competent Authority considers necessary at such time; and
- (b) in respect of a call, redemption repayment or repurchase prior to the fifth anniversary of the Issue Date of the relevant Subordinated Notes, if and to the extent required under Article 78(4) of the CRR or the Commission Delegated Regulation (EU) No. 241/2014 of 7 January 2014, as amended from time to time:
 - (i) in the case of redemption pursuant to Condition 5(b) (*Redemption for tax reasons*) of the Terms and Conditions for the Notes in Global Form and Condition 5(b) (*Redemption for tax reasons*) of the Terms and Conditions for the Dematerialised Notes, the Issuer having demonstrated to the satisfaction of the Competent Authority that the change in the applicable tax treatment of the Subordinated Notes is material and was not reasonably foreseeable as at the Issue Date; or
 - (ii) in case of redemption pursuant to Condition 5(d) (*Redemption for Regulatory Reasons*) of the Terms and Conditions for the Notes in Global Form and Condition 5(d) (*Redemption for Regulatory Reasons*) of the Terms and Conditions for the Dematerialised Notes, if a Capital Event (as defined below) occurs; or
 - (iii) on or before such redemption or repurchase (as applicable), the Issuer having replaced the Notes with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer and the Competent Authority having permitted that action on the basis of the determination that it would be beneficial from a prudential point of view and justified by exceptional circumstances; or
 - (iv) the Notes being repurchased for market making purposes,

subject in any event to any alternative or additional conditions or requirements as may be applicable from time to time under the Regulatory Capital Requirements for the time being.

There can be no assurance that the relevant Competent Authority will permit such redemption or

purchase. In addition, the Issuer may elect not to exercise any option to redeem any Subordinated Notes early or at any time. Holders of Subordinated Notes should be aware that they may be required to bear the financial risks of an investment in such Notes for a period of time in excess of the minimum period.

3.5. Subordinated Notes may be subject to modification without Noteholder consent.

If Variation is specified as being applicable in the applicable Final Terms, (i) at any time a Capital Event or an Alignment Event or a Tax Event occurs and/or, as applicable, (ii) for any Series of Subordinated Notes under Condition 16 (*Statutory Loss Absorption Powers*) of the Terms and Conditions for the Notes in Global Form and Condition 14 (*Statutory Loss Absorption Powers*) of the Terms and Conditions for the Dematerialised Notes, then the Issuer may, subject to giving any notice required to be given to, and receiving any consent required from, the Competent Authority and/or as appropriate the Relevant Resolution Authority (without any requirement for the consent or approval of the holders of the Subordinated Notes of that Series), and having given not less than 30 nor more than 60 days' notice (or such other notice periods as may be specified in the applicable Final Terms) to: (i) in the case of Notes in Global Form, the Agent and the holders of the Notes of that Series; or (ii) in the case of Dematerialised Notes, Monte Titoli, the Paying Agent for the Dematerialised Notes and the holders of the Notes of that Series (as applicable), at any vary the terms of such Subordinated Notes so that they remain or, as appropriate, become, Qualifying Subordinated Notes, as applicable, provided that such variation does not itself give rise to any right of the Issuer to redeem the varied securities.

Qualifying Subordinated Notes are securities issued by the Issuer that, other than in respect of the effectiveness and enforceability of Condition 16 (*Statutory Loss Absorption Powers*) of the Terms and Conditions for the Notes in Global Form and Condition 14 (*Statutory Loss Absorption Powers*) of the Terms and Conditions for the Dematerialised Notes, have terms not materially less favourable to the Noteholders (as reasonably determined by the Issuer) than the terms of the relevant Subordinated Notes. However, no assurance can be given as to whether any of these changes (including, without limitation, any changes to governing law and/or jurisdiction) will negatively affect any particular Noteholder. In addition, the tax and stamp duty consequences of holding such substituted varied notes could be different for some categories of Noteholders from the tax and stamp duty consequences for them of holding the notes prior to such variation.

4. The interest rate on Reset Notes will reset on each Reset Date, which can be expected to affect the interest payment on an investment in Reset Notes and could affect the market value of the Reset Notes

Reset Notes will initially bear interest at the Initial Rate of Interest from and including the Interest Commencement Date up to but excluding the First Reset Date. On the First Reset Date, the Second Reset Date (if applicable) and each Subsequent Reset Date (if any) thereafter, the interest rate will be reset to the sum of the applicable Mid-Swap Rate and the First Margin or Subsequent Margin (as applicable) as determined by the Calculation Agent on the relevant Reset Determination Date (each such interest rate, a “**Subsequent Reset Rate of Interest**”). The Subsequent Reset Rate of Interest for any Reset Period could be less than the Initial Rate of Interest or the Subsequent Reset Rate of Interest for prior Reset Periods and could affect the market value of an investment in the Reset Notes.

5. Risks applicable to certain types of Exempt Notes

5.1. Where Notes are issued on a partly paid basis, an investor who fails to pay any subsequent instalment of the issue price could lose all of his investment.

The Issuer may issue Notes where the issue price is payable in more than one instalment. Any failure by an investor to pay any subsequent instalment of the issue price in respect of his Notes could result in such investor losing all of its investment.

5.2. *Notes which are issued with variable interest rates or which are structured to include a multiplier or other leverage factor are likely to have more volatile market values than more standard securities.*

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

5.3. *The Notes are not covered by the Italian Inter-Bank Fund for the Protection of Deposits.*

The obligations in respect of the Notes (Senior Notes, Non-Preferred Senior Notes and Subordinated Notes) are not covered by the *Fondo Interbancario di Tutela dei Depositi* (i.e. depositor insurance fund).

6. Risks related to the Notes in Global Form

Holders of Notes held through Euroclear and Clearstream, Luxembourg must rely on procedures of those clearing systems to effect transfers of Notes, receive payments in respect of the Notes and vote at meetings of Noteholders.

Notes issued under the Programme might be represented on issue by one or more Global Notes that may be deposited with a common depositary for Euroclear and Clearstream, Luxembourg. Except in circumstances described in each Global Note, investors will not be entitled to receive Notes in definitive form. Each of Euroclear and Clearstream, Luxembourg and their respective direct and indirect participants will maintain records of the beneficial interests in each Global Note held through it. While the Notes are represented by a Global Note, investors will be able to trade their beneficial interests only through the relevant clearing systems and their respective participants.

While the Notes are represented by Global Notes, BMPS will discharge its payment obligations under the Notes by making payments through the relevant clearing systems. A holder of a beneficial interest in a Global Note must rely on the procedures of the relevant clearing systems and their participants to receive payments under the Notes. BMPS has no responsibility or liability for the records relating to, or payment made in respect of, beneficial interests in any Global Note.

Holders of beneficial interests in a Global Note will not have a direct right to vote in respect of the Notes so represented. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant clearing system and its participants to appoint appropriate proxies.

7. Risks related to the Dematerialised Notes

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

To the extent applicable where indicated in the applicable Final Terms, Notes issued under the Programme might 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 Jointed Regulation (each as defined in the Terms and Conditions for the Dematerialised Notes). In no circumstance would physical documents of title be issued in respect of the Notes issued in dematerialised form. While the Dematerialised 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 Dematerialised 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.

8. Risks related to Notes generally

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

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

The Terms and Conditions for the Notes in Global Form and the Terms and Conditions for the Dematerialised Notes contain provisions for calling meetings of Noteholders to consider and vote upon matters affecting their interests generally, or to pass resolutions in writing or through the use of electronic consents. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting or, as the case may be, did not sign the written resolution or give their consent electronically, and including those Noteholders who voted in a manner contrary to the majority.

8.2. *Call options are subject to the prior consent of the Competent Authority.*

In addition to the call rights described under “*Subordinated Notes could be subject to redemption for regulatory reasons*” above, Subordinated Notes may also contain provisions allowing BMPS to call them after a minimum period of, for example, five years. To exercise such a call option, BMPS must obtain the prior written consent of the Competent Authority.

Holders of such Notes have no rights to call for the redemption of such Notes and should not invest in such Notes in the expectation that such a call will be exercised by BMPS. The Competent Authority must agree to permit such a call, based upon its evaluation of the regulatory capital position of BMPS and certain other factors at the relevant time. There can be no assurance that the Competent Authority will permit such a call. Holders of such Notes should be aware that they may be required to bear the financial risks of an investment in such Notes for a period of time in excess of the minimum period.

8.3. *The value of the Notes could be adversely affected by a change in legislation or administrative practice.*

The Terms and Conditions for the Notes in Global Form and the Terms and Conditions for the Dematerialised Notes are based on Italian law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to Italian law or administrative practice after the date of this Base Prospectus and any such change could materially adversely impact the value of any Notes affected by it.

8.4. *Risk relating to the governing law of the Notes*

The Terms and Conditions for the Notes in Global Form and the Terms and Conditions for the Dematerialised Notes are governed by Italian law and Condition 15 (*Governing Law and Submission to Jurisdiction*) of the Terms and Conditions for the Notes in Global Form and Condition 13 (*Governing Law and Submission to Jurisdiction*) of the Terms and Conditions for the Dematerialised Notes provides that contractual and non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, Italian law, pursuant to EU and Italian private international law provisions as applicable from time to time. Article 59 of Law No. 218 of 31 May 1995 (the “**Italian Private International Law**”) provides that “other debt securities” (titoli di credito) are governed by the law of the State in which the security was issued. With specific reference to the Notes in Global Form, the Temporary Global Notes or the Permanent Global Notes, whether issued in CGN or NGN form, as the case may be, representing the Notes are signed by the Issuer in the UK and are, thereafter, delivered to Citibank, N.A., London Branch as Principal Paying Agent, being the entity in charge of, *inter alia*, completing, authenticating and delivering the Temporary Global Note and Permanent Global Notes and (if required) authenticating and delivering Definitive Notes.

The Issuer cannot foresee the effect of any potential misalignment between the laws applicable to the Terms and Conditions for the Notes in Global Form and the Terms and Conditions for the Dematerialised Notes, as applicable, and the laws applicable to their transfer and circulation for any prospective investors in the Notes and any disputes which may arise in relation to, *inter alia*, the transfer of ownership in the Notes on the basis of the above-mentioned provisions of Italian Private International Law and the relevant applicable European legislation.

8.5. *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 their 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 their 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.

8.6. *The regulation and reform of “benchmarks” may adversely affect the value of Floating Rate Notes or Reset Notes linked to or referencing such “benchmarks”*

Interest rates and indices which are deemed to be “benchmarks”, (including EURIBOR) 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 any Notes referencing such a benchmark, such as Floating Rate Notes and Reset Notes.

The EU Benchmarks Regulation applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. It, among other things, (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of “benchmarks” of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed). Regulation (EU) 2016/1011 as it forms part of domestic law by virtue of the EUWA (the “**UK Benchmarks Regulation**”) among other things, applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the use in the UK by UK supervised entities of benchmarks of administrators that are not authorised by the UK Financial Conduct Authority (“**FCA**”) or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

The EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable, could have a material impact on any Notes linked to or referencing a rate or index deemed to be a benchmark, including, without limitation, any Floating Rate Notes linked to or referencing EURIBOR or any Reset Notes referencing the relevant swap rate for swap transactions in the Specified Currency (as specified in the applicable Final Terms or Pricing Supplement with respect to the relevant Reset Notes), in particular, if the

methodology or other terms of the benchmark are changed in order to comply with the requirements of the EU Benchmarks Regulation and/or the UK Benchmarks Regulation, as applicable. 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 relevant 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.

Several workstreams are underway in Europe to reform EURIBOR using a hybrid methodology and to provide a fallback by reference to a euro risk-free rate (based on a euro overnight risk-free rate as adjusted by a methodology to create a term rate). On 13 September 2018, the working group on euro risk-free rates recommended Euro Short-term Rate (“€STR”) as the new risk free rate. €STR has been published by the ECB since 2 October 2019. In addition, the euro risk-free rate working group for the euro area has published a set of guidelines principles and high level recommendations for fallback provisions in, amongst other things, new euro denominated cash products (including bonds) referencing EURIBOR. The guiding principles indicate, amongst other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the euro area financial system. On 11 May 2021, the euro risk-free rate working group published its recommendations on EURIBOR fallback trigger events and fallback rates. On 4 December 2023, the group issued its final statement, announcing completion of its mandate.

Such factors may have (without limitation) the following effects on certain benchmarks: (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or methodologies used in the benchmark and/or (iii) leading to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to or referencing, or otherwise dependent (in whole or in part) upon, a benchmark.

Investors should be aware that, if the EURIBOR were discontinued or otherwise unavailable, the rate of interest on Floating Rate Notes or Reset Notes which reference such benchmark will be determined for the relevant period by the fallback provisions applicable to such Notes. Depending on the manner in which the EURIBOR rate is to be determined under the Terms and Conditions for the Notes in Global Form and the Terms and Conditions for the Dematerialised Notes, this may (i) if ISDA Determination applies, result in the application of a backward-looking, risk-free overnight rate, whereas is expressed on the basis of a forward-looking term and includes a risk-element based on inter-bank lending or (ii) if Screen Rate Determination applies, result in the effective application of a fixed rate based on the rate which applied in the previous period when the EURIBOR was available. Any of the foregoing could have an adverse effect on the value or liquidity of, and return on, any Floating Rate Notes or Reset Notes which reference the EURIBOR.

The Terms and Conditions for the Notes in Global Form and the Terms and Conditions for the Dematerialised Notes provide for certain fallback arrangements in the event that a published benchmark (including any page on which such benchmark may be published (or any successor service)) becomes unavailable, including the possibility that the rate of interest could be set by reference to a Successor Rate or an Alternative Rate determined by an Independent Adviser in consultation with the Issuer or failing that, by the Issuer, and that such Successor Rate or Alternative Rate may be adjusted (if required) in order to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as applicable) to investors arising out of the replacement of the relevant benchmark. In certain circumstances the ultimate fallback of interest for a particular Interest Period or Reset Period (as applicable) may result in the rate of interest for the last preceding Interest Period or Reset Period (as applicable) being used. This may result in the effective application of a fixed rate for Floating Rate Notes or Reset Notes (as applicable) based on the rate which was last observed on the Relevant Screen Page. In addition, due to the uncertainty concerning the availability of Successor Rates and Alternative Rates and the involvement of an

Independent Adviser, the relevant fallback provisions may not operate as intended at the relevant time. If the Independent Adviser or, as applicable, the Issuer determines that amendments to the Terms and Conditions for the Notes in Global Form and the Terms and Conditions for the Dematerialised Notes and the Agency Agreement are necessary to ensure the proper operation of any Successor Rate or Alternative Rate and/or Adjustment Spread or to comply with any applicable regulation or guidelines on the use of benchmarks or other related document issued by the competent regulatory authority, then such amendments shall be made without any requirement for the consent or approval of Noteholders, as provided by Condition 3(d)(iv) (*Benchmark Amendments*) of the Terms and Conditions for the Notes in Global Form and Condition 3(d)(iv) (*Benchmark Amendments*) of the Terms and Conditions for the Dematerialised Notes.

Any such consequences could have a material adverse effect on the value of and return on any such Notes. Moreover, any of the above matters or any other significant change to the setting or existence of any relevant reference rate could affect the ability of the Issuer to meet its obligations under the Floating Rate Notes or Reset Notes or could have a material adverse effect on the value or liquidity of, and the amount payable under, the Floating Rate Notes or Reset Notes. Investors should consider these matters with their own independent advisers when making their investment decision with respect to any Floating Rate Notes or Reset Notes linked to or referencing a benchmark.

9. Risks related to the market generally

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

9.1. 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. In addition, liquidity may be limited if the Issuer makes large allocations to a limited number of investors.

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. In addition, should the Issuer be in financial distress, this is likely to have a further significant impact on the secondary market for the Notes and investors may have to sell their Notes at a substantial discount to their principal amount.

9.2. 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.

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

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate 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.

9.3. 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.

9.4. Credit ratings assigned to BMPS 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 BMPS 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 the CRA Regulation from using credit ratings for regulatory purposes in the EEA, unless such ratings are issued by a credit rating agency established in the EEA 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 third country non-EEA credit rating agencies, unless the relevant credit ratings are endorsed by an EEA-registered credit rating agency or the relevant third country 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 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 Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the EUWA (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.

9.5. 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 following documents which have been previously published or are published simultaneously with this Base Prospectus and have been filed with the CSSF shall be incorporated by reference in, and form part of, this Base Prospectus:

- (a) the Terms and Conditions of the Notes contained in the Base Prospectus dated 6 March 2024 (<https://www.gruppomps.it/static/upload/bmp/bmps-emtn-update-2024---base-prospectus-06-03-2024.pdf>) (see cross-reference table below);
- (b) the consolidated audited annual financial statements of the Group for the financial year ended 31 December 2022, contained in the 2022 audited consolidated annual report (<https://www.gruppomps.it/static/upload/ann/annual-report-31-12-2022.pdf>) (see cross-reference table below);
- (c) the consolidated audited annual financial statements of the Group for the financial year ended 31 December 2023, contained in the 2023 audited consolidated annual report (<https://www.gruppomps.it/static/upload/ann/annual-report-31-12-20231.pdf>) (see cross-reference table below);
- (d) the consolidated half yearly financial statements of the Group for the period ended 30 June 2024 subject to auditors' limited review, contained in the consolidated half yearly report as at 30 June 2024 (<https://gruppomps.it/static/upload/con/consolidated-half-yearly-report-2024.pdf>) (see cross-reference table below);
- (e) the press release headed "Board of Directors approves consolidated preliminary results as at 31 December 2024" (<https://gruppomps.it/static/upload/pr/pr-06022025-4q24-fy24-financial-preliminary-results.pdf>) (see cross-reference table below);

The documents listed above will also be available, without charge, on the website of the Luxembourg Stock Exchange (www.luxse.com).

Cross-reference table

Please find below the relevant page references in respect of each of the following documents incorporated by reference:

Document	Information incorporated by reference	Pages
Base Prospectus dated 6 March 2024 relating to the Issuer's €50,000,000,000 Debt Issuance Programme	Terms and Conditions of the Notes	pp 82-121
Group's Audited Consolidated Annual Financial Statements for the Financial Year Ended 31 December 2022 (the "2022 Consolidated Financial Statements")	Control Bodies and Independent Auditors	p 3
	Consolidated Report on Operations	pp 5-158
	Consolidated balance sheet	pp 161-162
	Consolidated income statement	p 163
	Consolidated statement of comprehensive income	p 164
	Consolidated Statement of Changes in Equity – 2022	p 165
	Consolidated Statement of Changes in Equity – 2021	p 166

Document	Information incorporated by reference	Pages
	Consolidated cash flow statement: indirect method	pp 167-168
	Notes to the Consolidated Financial Statements	pp 169-572
	Certification of the consolidated financial statements pursuant to art. 81-ter of Consob regulation no. 11971 of 14 May 1999, as subsequently amended and supplemented	pp 573
	Independent Auditor's Report of the Consolidated Financial Statements	pp 574-589
Group's Audited Consolidated Annual Financial Statements for the Financial Year Ended 31 December 2023 (the "2023 Consolidated Financial Statements")	Governing and Control Bodies	p. 4
	Consolidated Report on Operations	pp. 6-126
	Consolidated balance sheet	pp. 129-130
	Consolidated income statements	p. 131
	Consolidated statement of comprehensive income	p. 132
	Consolidated Statement of Changes in Equity – 2023	p. 133
	Consolidated Statement of Changes in Equity – 2022	p. 134
	Consolidated cash flow statement: indirect method	pp. 135-136
	Notes to the Consolidated Financial Statements	pp. 137 - 513
	Certification of the consolidated financial statements pursuant to art. 81-ter of Consob regulation no. 11971 of 14 May 1999, as subsequently amended and supplemented	p. 517
	Independent Auditor's Report	pp. 518 – 528
Group's Consolidated Half-Yearly Report as at 30 June 2024 subject to auditors' limited review (the "2024 Consolidated Half-Yearly Report")	Interim Report on Operations	pp. 3-24
	Condensed Consolidated Half-Yearly Financial Statements	p. 25
	Consolidated balance sheet	pp. 26-27
	Consolidated income statement	p. 28
	Consolidated statement of comprehensive income	p. 29
	Consolidated statement of changes in equity – 30 June 2024	p. 30
	Consolidated statement of changes in equity – 30 June 2023	p. 31
	Consolidated cash flow statement – indirect method	p. 32
	Explanatory Notes	pp.33-140
	Certification of condensed consolidated half-yearly financial statements pursuant to art. 81-ter of CONSOB Regulation No. 11971 of 14 May 1999, as subsequently amended and supplemented	p. 141
	Independent Auditors' Limited Review Report on Condensed Consolidated Interim Financial Statements	pp. 142-143
Press Release headed <i>"Board of Directors approves consolidated"</i>	Cover page	pp. 1-2
	Group profit and loss results as at 31 December 2024	pp. 2-5

Document	Information incorporated by reference	Pages
<i>preliminary results as at 31 December 2024</i> ” (the “ Results as at 31 December 2024 – Press Release ”)	Group balance sheet aggregates as at 31 December 2024	pp. 5-8
	Income statement and balance sheet reclassification principles	p. 9
	Reclassified income statement	pp. 9-13
	Reclassified balance sheet	pp. 13-14
	Income statement and balance sheet figures	p. 15
	Alternative performance measures	p. 16
	Regulatory measures	p. 17
	Reclassified Consolidated Income Statement	pp. 18-19
	Reclassified Consolidated Balance Sheet	pp. 20-21

The Issuer confirms that the profit estimates contained in the Results as at 31 December 2024 – Press Release, incorporated by reference herein, have been compiled and prepared on the basis which is both comparable with historical financial information of the Issuer and consistent with the Issuer's accounting policies.

Following the publication of this Base Prospectus, supplements may be prepared by BMPS 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, 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.

Those parts of the documents incorporated by reference in this Base Prospectus which are not specifically mentioned in the cross-reference list above shall not be deemed to be incorporated by reference in this Base Prospectus and are either not relevant for investors or covered elsewhere in the Base Prospectus.

Any websites, save for those listed as documents incorporated by reference above, included in the Base Prospectus are for information purposes only and do not form part of the 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, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of the Notes to be listed on the Luxembourg Stock Exchange.

Form of the Notes

Any reference in this section to “Form of Final Terms” shall be deemed to include a reference to “applicable Pricing Supplement” where relevant.

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 Form of Final Terms, a permanent global note (a “**Permanent Global Note**”) which, in either case, will:

- (i) if the Global Notes are intended to be issued in new global note (“**NGN**”) form, as stated in the 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
- (ii) 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 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, as indicated in the form of Final Terms.

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 such 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 or confirmation (based on the certifications it has received) to the Agent in accordance with the rules and procedures of Euroclear and/or Clearstream, Luxembourg.

On and after the date (the “**Exchange Date**”) which is 40 days after the Temporary Global Note is issued, interests in such Temporary Global Note will be exchangeable (free of charge) upon a request as described therein for interests in a Permanent Global Note of the same Series 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 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 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 8 (*Events of Default*) of the Terms and Conditions for the Notes in Global Form) 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 Condition 12 (*Notices*) of the Terms and Conditions for the Notes in Global Form 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 Form of Final Terms or Pricing Supplement, as the case may be:

"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 such 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.

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 Form of Final Terms.

A Note may be accelerated by the holder thereof in certain circumstances described in Condition 8 (*Events of Default*) of the Terms and Conditions for the Notes in Global Form. In such circumstances, where any Note in Global Form 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 for the Notes in Global Form of such Notes in Global Form and payment in full of the amount due has not been made in accordance with the provisions of the Global Note, then the Global Note will become void at 8.00 p.m. (London time) on such day.

The Issuer may agree with any Dealer that Notes in Global Form may be issued in a form not contemplated by the Terms and Conditions for the Notes in Global Form, in which event, other than where such Notes in Global Form are Exempt Notes, a new Base Prospectus will be made available which will describe the effect of the agreement reached in relation to such Notes in Global Form.

DEMATERIALIZED NOTES

The Dematerialised Notes will be held in dematerialised form on behalf of the beneficial owners, until redemption or cancellation thereof, by Euronext Securities Milan (the commercial name of Monte Titoli S.p.A.) (“**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 Financial Services Act and in accordance with the CONSOB and Bank of Italy Jointed Regulation. 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 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 Final Terms

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS] – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“EEA”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; 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, 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.]⁹

[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 (as amended, “**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 EUWA [(“**UK MiFIR**”)]; 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 Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]¹⁰

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

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

⁹ Legend to be included on front of the Final Terms if the Notes potentially constitute “packaged” products and no key information document will be prepared in the EEA or the issuer wishes to prohibit offers to EEA retail investors for any other reason, in which case the selling restriction should be specified to be “Applicable”.

¹⁰ Legend to be included on front of the Final Terms if the Notes potentially constitute “packaged” products and no key information document will be prepared in the UK or the issuer wishes to prohibit offers to UK retail investors for any other reason, in which case the selling restriction should be specified to be “Applicable”.

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.]¹¹

[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).]¹²

Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme which are not Exempt Notes and which (1) have a denomination of at least €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.

[Date]

Banca Monte dei Paschi di Siena S.p.A.

Legal entity identifier (LEI): J4CP7MHCXR8DAQMKIL78

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]

under the €50,000,000,000

Debt Issuance Programme

¹¹ Legend to be included on front of the Final Terms if following the ICMA 1 “all bonds to all professionals” target market approach.

¹² 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.

PART A - CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions [for the Notes in Global Form]/[for the Dematerialised Notes] (the “**Conditions**”) set forth in the Base Prospectus dated 11 March 2025 [and the supplement[s] to it dated [date] [and [date]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the “**Base Prospectus**”). 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 in order to obtain all the relevant information. The Base Prospectus is available for viewing at the registered office of the Issuer and has been published on the website of the Luxembourg Stock Exchange (www.luxse.com) and copies are available for inspection or collection during normal business hours at the specified office of each of the [Paying Agents]/[Paying Agent for the Dematerialised Notes] or may be provided by email to a Noteholder following their prior written request to the relevant [Paying Agent]/[Paying Agent for the Dematerialised Notes] and provision of proof of holding and identity (in a form satisfactory to the relevant [Paying Agent]/[Paying Agent for the Dematerialised Notes], as the case may be).

The following alternative language applies if the first tranche of an issue which is being increased was issued under a Base Prospectus with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the “**Conditions**”) set forth in the Base Prospectus dated 6 March 2024 [and the supplement[s] to it dated [date] [and [date]] which are incorporated by reference in the Base Prospectus dated 11 March 2025. 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 dated 11 March 2025 [and the supplement[s] to it dated [date] [and [date]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the “**Base Prospectus**”), including the Conditions incorporated by reference in the Base Prospectus, in order to obtain all the relevant information. The Base Prospectus is available for viewing at the registered office of the Issuer and has been published on the website of the Luxembourg Stock Exchange (www.luxse.com) and copies are available for inspection or collection during normal business hours at the specified office of each of the [Paying Agents]/[Paying Agent for the Dematerialised Notes] or may be provided by email to a Noteholder following their prior written request to the relevant [Paying Agent]/[Paying Agent for the Dematerialised Notes] and provision of proof of holding and identity (in a form satisfactory to the relevant [Paying Agent]/[Paying Agent for the Dematerialised Notes], as the case may be).

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

- | | | | |
|-----|-------|--|---|
| (1) | (i) | Series Number: | [] |
| | (ii) | Tranche | [] |
| | (iii) | Date on which the Notes will be consolidated and form a single Series: | The Notes will be consolidated and form a single Series with [Provide issue amount/ISIN/maturity date/issue date of earlier Tranches] on [the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph (24) below, which is expected to occur on or about [date]][Not Applicable] |
| (2) | | Specified Currency or Currencies: | [] |

- (3) Aggregate Nominal Amount:
- (i) Series: []
- (ii) Tranche: []
- (4) Issue Price of Tranche: [] per cent. of the Aggregate Nominal Amount [plus accrued interest from [insert date] *(in the case of fungible issues only, if applicable)*]
- (5) (i) Specified Denominations: []
- (N.B. Senior Notes must have a minimum denomination of EUR 100,000 (or equivalent) unless they are to be admitted to trading only on a regulated market, or a specific segment of a regulated market, to which only qualified investors have access). In the case of Non-Preferred Senior Notes, Notes must have a minimum denomination of €150,000 (or equivalent). In the case of Subordinated Notes, Notes must have a minimum denomination of €200,000 (or equivalent))*
- (Note – where multiple denominations above [€100,000/€200,000/€150,000] or equivalent are being used the following sample wording should be followed:*
- “[€100,000/€200,000/€150,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000/€399,000/€299,000]. No Notes in definitive form will be issued with a denomination above [€199,000/€399,000/€299,000].”)*
- (ii) 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) (i) Issue Date: []
- (ii) Interest Commencement Date: []
- (7) Maturity Date: [Specify date or for Floating rate notes - Interest Payment Date falling in or nearest to [specify month and year]]

(Unless otherwise permitted by current laws, regulations, directives and/or requirements applicable to the issue of Notes by BMPS, Non-Preferred Senior Notes must have a maturity of not less than twelve months and Subordinated Notes must have a minimum maturity of five years).

- (8) Interest Basis: [] per cent. Fixed Rate]
- [] per cent. to be reset on [] [and [] and every [] anniversary thereafter]
- [[[] month EURIBOR +/- [] per cent. Floating Rate]
- [Zero Coupon]
- (see paragraph [(13)]/[(14)]/[(15)]/[(16)] below)
- (9) Redemption/Payment Basis: [100 per cent.] [[] in case of Zero Coupon Notes]
- (10) Change of Interest Basis: *[Specify the date when any fixed to floating rate change occurs or cross refer to paragraphs (13) and (16) and identify there]*[Not Applicable]
- (11) Call Options: [Not Applicable]
- [Regulatory Call]
- (N.B. Only relevant in the case of Subordinated Notes)*
- [Issuer Call]
- [Clean-Up Redemption Option]
- [Issuer Call due to MREL Disqualification Event]
- (N.B. Only relevant in the case of Senior Notes or Non-Preferred Senior Notes)*
- [(see paragraph [(18)]/[(19)]/[(20)]/[(21)] below)]
- (12) (i) Status of the Notes: [Senior Notes / Non-Preferred Senior / Subordinated Notes]
- (ii) Date of [Board] approval for issuance of Notes obtained: [] *(N.B. Only required where Board (or similar) authorisation is required for the particular tranche of Notes)*

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- (13) Fixed Rate Note Provisions: [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (Amend appropriately in the case of different interest rates for different interest periods)*
- (i) Rate(s) of Interest for Fixed Rate Notes: [] per cent. per annum payable in arrear on [each] [the] Interest Payment Date[s] [falling on []]
- (ii) Interest Payment Date(s): [] in each year up to and including [] / [the Maturity Date]
- (Amend appropriately in the case of a irregular coupons)*
- (iii) Fixed Coupon Amount(s): [] per Calculation Amount[payable on the Interest Payment Date[s] falling on []]
- (iv) Broken Amount(s): [[] per Calculation Amount, payable on the Interest Payment Date falling [in/on] []][Not Applicable]
- (v) Day Count Fraction: [30/360] [Actual/Actual (ICMA)]
- (vi) 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 or maturity date in the case of a long or short first or last coupon.)*
- (14) Reset Note Provisions: [Applicable/Not Applicable]
- (i) Initial Rate of Interest: [] per cent. per annum payable in arrear [on each Interest Payment Date]
- (ii) First Margin: [+/-][] per cent. per annum
- (iii) Subsequent Margin: [[+/-][] per cent. per annum] [Not Applicable]
- (iv) Interest Payment Date(s): [] [and []] in each year up to and including the Maturity Date [until and excluding []]
- (v) Fixed Coupon Amount up to (but excluding) the First Reset Date: [[] per Calculation Amount][Not Applicable]
- (vi) Broken Amount(s): [[] per Calculation Amount payable on the Interest Payment Date falling [in/on] []][Not Applicable]

- (vii) First Reset Date: []
- (viii) Second Reset Date: []/[Not Applicable]
- (ix) Subsequent Reset Date(s): [] [and []]
- (x) Relevant Screen Page: []/[Not Applicable]
- (xi) Mid-Swap Rate: [Single Mid-Swap Rate/Mean Mid-Swap Rate]
- (xii) Mid-Swap Maturity []
- (xiii) Day Count Fraction: [Actual/Actual / Actual/Actual (ISDA)]
[Actual/365 (Fixed)]
[Actual/365 (Sterling)]
[Actual/360]
[30/360/360/360/Bond Basis]
[30E/360/Eurobond Basis]
[30E/360 (ISDA)]
[Actual/Actual ICMA]
- (xiv) Determination Dates: [] in each year
- (xv) Business Centre(s): []
- (xvi) Calculation Agent: [Agent]¹³/[Paying Agent for the Dematerialised Notes] / []
- (15) Floating Rate Note Provisions: [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (Amend appropriately in the case of different interest rates for different interest periods)*
- (i) Specified Period(s)/ Specified Interest Payment Dates: [], subject to adjustment in accordance with the Business Day Convention set out in ((ii) below /, not subject to adjustment, as the Business Day Convention in (ii) below is specified to be Not Applicable]
- (ii) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention][Not Applicable]
- (iii) Additional Business Centre(s): *[insert name and address]*
- (iv) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination]

¹³ The Agent shall only be appointed as Calculation Agent for Notes in Global Form.

- (v) Calculation Agent: [Agent]¹⁴/[Paying Agent for the Dematerialised Notes] / []
- (vi) Screen Rate Determination: [Applicable/Not Applicable]
- Reference Rate: [] month EURIBOR.
 - Interest Determination Date(s): []
(The 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)
- (vii) ISDA Determination: [Applicable/Not Applicable]
- ISDA Definitions: [2006 ISDA Definitions]/[2021 ISDA Definitions]
 - Floating Rate Option: []
(If 2021 ISDA Definitions is selected, ensure this is a Floating Rate Option included in the Floating Rate Matrix (as defined in the 2021 ISDA Definitions))
 - Designated Maturity: []
 - Reset Date: []
(In the case of a EURIBOR based option, the first day of the Interest Period)
- (viii) 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)]
- (ix) Margin(s): [+/-] [] per cent. per annum
- (x) Minimum Rate of Interest: [] per cent. per annum
- (xi) Maximum Rate of Interest: [] per cent. per annum
- (xii) Day Count Fraction: [Actual/Actual (ISDA)][Actual/Actual]
Actual/365 (Fixed)
Actual/365 (Sterling)
Actual/360
[30/360][360/360][Bond Basis]

¹⁴ The Agent shall only be appointed as Calculation Agent for Notes in Global Form.

[30E/360][Eurobond Basis]
30E/360 (ISDA)]

(16) Zero Coupon Note Provisions: [Applicable/Not Applicable]

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

(i) Accrual Yield: [] per cent. per annum

(ii) Reference Price: []

(iii) Day Count Fraction in relation to Early Redemption Amounts: [30/360]

[Actual/365]

PROVISIONS RELATING TO REDEMPTION

(17) Notice periods for [Condition 5 (Redemption and Purchase) of the Terms and Conditions for the Notes in Global Form]/[Condition 5 (Redemption and Purchase) of the Terms and Conditions for the Dematerialised Notes]: Minimum period: [] days
Maximum period: [] days

(N.B. When setting notice, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system 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 relevant agent)

(18) Issuer Call: [Applicable/Not Applicable]

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

(i) Optional Redemption Date(s): []

(If the Notes are Subordinated Notes, unless otherwise permitted by current laws, regulations, directives and/or the Bank of Italy's requirements, applicable to the issue of Subordinated Notes, the Optional Redemption Date shall not be earlier than five years after the Issue Date.)

(ii) Optional Redemption Amount: [[] per Calculation Amount]
amount(s):

(iii) If redeemable in part:

(a) Minimum Redemption Amount: []

(b) Maximum Redemption Amount: []

- (19) Regulatory Call: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph.)
(N.B. Only relevant in the case of Subordinated Notes)*
- (i) Early Redemption Amount of each Note payable on redemption for regulatory reasons as contemplated by [Condition 5(d) (*Redemption for Regulatory Reasons*) of the Terms and Conditions for the Notes in Global Form]/[Condition 5(d) (*Redemption for Regulatory Reasons*) of the Terms and Conditions for the Dematerialised Notes] and/or the method of calculating the same (if required or if different from that set out in [Condition 5(g) (*Early Redemption Amounts*) of the Terms and Conditions for the Notes in Global Form]/[Condition 5(g) (*Early Redemption Amounts*) of the Terms and Conditions for the Dematerialised Notes]: [] per Calculation Amount
- (20) Clean-Up Redemption Option [Applicable/Not Applicable]
- Clean-Up Percentage [75 per cent. / [] per cent.]
- Clean-Up Redemption Amount and method, if any, of calculation of such amount [] per Note / []
- (21) Issuer Call due to MREL Disqualification Event [Applicable]/[Not Applicable]
- (Only relevant in the case of Senior Notes or Non-Preferred Senior Notes)*
- (i) Early Redemption Amount [[] per Calculation Amount/as set out in [Condition 5(g) (*Early Redemption Amounts*) of the Terms and Conditions for the Notes in Global Form]/[Condition 5(g) (*Early Redemption Amounts*) of the Terms and Conditions for the Dematerialised Notes]
- (22) Final Redemption Amount: [] per Calculation Amount

- (23) Early Redemption Amount payable on redemption for taxation reasons or on event of default: ☐ 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 (but consider). If, however, the Final Redemption Amount is other than 100 per cent. of the nominal value, consideration should be given as to what the Early Redemption Amount should be.)*
- [See also paragraph (19) (Regulatory Call)] *(Delete this cross-reference unless the Notes are Subordinated Notes and the Regulatory Call is applicable)*

GENERAL PROVISIONS APPLICABLE TO THE NOTES

- (24) Form of Notes:
- (i) Form: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes upon an Exchange Event]
- [Permanent Global Note exchangeable for Definitive Notes upon an Exchange Event]
- [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]
- (ii) New Global Note: [Yes]/[No]/[Not Applicable]
- (25) Additional Financial Centre(s): [Not Applicable] ☐ *(Specify Additional Financial Centres, if any)*
- (Note that this paragraph relates to the date of payment and not the end dates of Interest Periods for the purposes of calculating the amount of interest to which sub-paragraph (15)(iii) relates)*
- (26) 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]
- (27) Variation of Notes: [Not Applicable] / [Applicable [only][in relation to MREL Disqualification Event][and]/[in order to

ensure the effectiveness and enforceability of
[Condition 16 (*Statutory Loss Absorption Powers*) of
the Terms and Conditions for the Notes in Global
Form]/[Condition 14 (*Statutory Loss Absorption
Powers*) of the Terms and Conditions for the
Dematerialised Notes]]

(i) Notice period: []

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 Banca Monte dei Paschi di Siena 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 [Luxembourg Stock Exchange's regulated market/Electronic Bond Market (Mercato Telematico Obbligazionario)/specify] and listed on the Official List of the [Luxembourg Stock Exchange/Borsa Italiana/specify] 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 [Luxembourg Stock Exchange's regulated market/Electronic Bond Market (Mercato Telematico Obbligazionario)/specify] and listed on the Official List of the [Luxembourg Stock Exchange/Borsa Italiana/specify] with effect from [].]

[Not Applicable.]

- (ii) Estimate of total expenses related to admission to trading: []

(2) RATINGS

- Ratings: [Not Applicable.] [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].

Each of [defined terms] is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended) (the “**CRA Regulation**”). [Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]/[The rating [Insert legal name of particular credit rating agency entity providing rating] has given to the Notes is endorsed by [insert legal name of credit rating agency], which is established in the UK and registered under Regulation (EC) No 1060/2009 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**UK CRA Regulation**”).]

(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)

(3) INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any fees 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.)]

(4) USE OF PROCEEDS AND ESTIMATED NET PROCEEDS

(i) Use of Proceeds: [for general funding purposes of the Group] / [].

[Further details on [Green Bonds] / [Social Bonds] / [Sustainability Bonds] are included in the [ESG Framework], made available on the Issuer’s website in the investor relations section at []]

See “Use of proceeds” wording in Base Prospectus (If reasons for offer different from making profit, general corporate purposes or general capital requirements (for example for a Green Bond, a Social Bond or a Sustainability Bond), will need to include those reasons here)

(ii) Estimated Net Proceeds: []

(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)

(5) YIELD (Fixed Rate Notes only)

Indication of yield: []

(6) OPERATIONAL INFORMATION

(i) ISIN: []

(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 and Clearstream Luxembourg 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: [Not Applicable]
- [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.]

(include “Not Applicable” in the case of Dematerialised Notes)

(7) DISTRIBUTION

- (i) Method of distribution: [Syndicated/Non-syndicated]

- (ii) If syndicated, names of Managers: [Not Applicable/give names]
- (iii) Date of [Subscription] Agreement: []
- (iv) Stabilisation Manager(s) (if any): [Not Applicable/give name]
- (v) If non-syndicated, name of relevant Dealer: [Not Applicable/give name]
- (vi) U.S. Selling Restrictions: [Reg. S Compliance Category 2;[TEFRA D/TEFRA C/TEFRA not applicable]]
- (Include “TEFRA not applicable” in case of Dematerialised Notes)*
- (vii) 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, “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.)*
- (viii) 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.)*
- (ix) [Singapore Sales to Institutional Investors and Accredited Investors only:] [Not Applicable/Applicable]¹⁵

¹⁵

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.

Applicable Pricing Supplement

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS] – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“EEA”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; 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, 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.]¹⁶

[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 (as amended, “**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 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 Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]¹⁷

MIFID II/UK MIFIR product governance / target market – *[appropriate target market legend to be included]*

[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).]¹⁸

¹⁶ Legend to be included on front of the Pricing Supplement if the Notes potentially constitute “packaged” products and no key information document will be prepared in the EEA or the issuer wishes to prohibit offers to EEA retail investors for any other reason, in which case the selling restriction should be specified to be “Applicable”.

¹⁷ Legend to be included on front of the Final Terms if the Notes potentially constitute “packaged” products and no key information document will be prepared in the UK or the issuer wishes to prohibit offers to UK retail investors for any other reason, in which case the selling restriction should be specified to be “Applicable”.

¹⁸ 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.

EXEMPT NOTES OF ANY DENOMINATION

Set out below is the form of Pricing Supplement which will be completed for each Tranche of Exempt Notes, whatever the denomination of those Notes, issued under the Programme.

This document constitutes the Pricing Supplement for the Notes described herein. This document must be read in conjunction with the Base Prospectus dated 11 March 2025 [as supplemented by the supplement[s] dated [date[s]]] (the “**Base Prospectus**”). Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus. Copies of the Base Prospectus may be obtained from [address]. Stamp duty is paid virtually, if due, to Auth. Agenzia delle Entrate, Ufficio di Roma 1, No. 143106/07 of 21 December 2007.

Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the “**Conditions**”) set forth in the Base Prospectus [dated 6 March 2024 which are incorporated by reference in the Base Prospectus]¹⁹.

[Date]

Banca Monte dei Paschi di Siena S.p.A.

Legal entity identifier (LEI): J4CP7MHCXR8DAQMKIL78

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]

under the €50,000,000,000

Debt Issuance Programme

¹⁹ Only include this language where it is a fungible issue and the original Tranche was issued under a Base Prospectus with a different date.

PART A – CONTRACTUAL TERMS

Any person making or intending to make an offer of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to either of Article 3 of the Prospectus Regulation or section 85 of the FSMA or to supplement a prospectus pursuant to either of Article 23 of the Prospectus Regulation or Article 23 of the UK Prospectus Regulation, in each case, in relation to such offer.

This document constitutes the Pricing Supplement for the Notes described herein. This document must be read in conjunction with the Base Prospectus dated 11 March 2025 [as supplemented by the supplement[s] dated [date[s]]] (the “**Base Prospectus**”). Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus. Copies of the Base Prospectus are available for inspection or collection during normal business hours at the specified office of each of the [Paying Agents]/[Paying Agent for the Dematerialised Notes] or may be provided by email to a Noteholder following their prior written request to the relevant [Paying Agent]/[Paying Agent for the Dematerialised Notes] and provision of proof of holding and identity (in a form satisfactory to the relevant [Paying Agent]/[Paying Agent for the Dematerialised Notes], as the case may be).

[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 Pricing Supplement.]

[If the Notes have a maturity of less than one year from the date of their issue, the minimum denomination must/may need to] be £100,000 or its equivalent in any other currency.]

- | | | | |
|----|-----|--|--|
| 1. | (a) | Issuer: | Banca Monte dei Paschi di Siena S.p.A. |
| 2. | (a) | Series Number: | [] |
| | (b) | Tranche Number: | [] |
| | (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 [<i>identify earlier Tranches</i>] on [the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 25 below, which is expected to occur on or about [date]] [Not Applicable] |
| 3. | | Specified Currency or Currencies: | [] |
| 4. | | Aggregate Nominal Amount: | |
| | (a) | Series: | [] |
| | (b) | Tranche: | [] |
| 5. | | Issue Price: | [] per cent. of the Aggregate Nominal Amount [plus accrued interest from [<i>insert date</i>] (<i>if applicable</i>)] |
| 6. | | Specified Denominations: | [] |

(N.B. Senior Notes must have a minimum denomination of EUR 100,000 (or equivalent). In the case of Non-Preferred Senior Notes, Notes must have a minimum denomination of €150,000 (or equivalent). In the case of Subordinated Notes, Notes must have a minimum denomination of €200,00 (or equivalent))

- (a) 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.)
7. (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.)
8. Maturity Date: [Specify date or for
Floating rate notes - Interest Payment Date falling in or nearest to [specify month and year]
- (Unless otherwise permitted by current laws, regulations, directives and/or requirements applicable to the issue of Notes by BMPS, Non-Preferred Senior Notes must have a maturity of not less than twelve months and Subordinated Notes must have a minimum maturity of five years).*
9. Interest Basis: [[] per cent. Fixed Rate]
 [[] per cent. to be reset on [] [and [] and every [] anniversary thereafter]
 [[specify Reference Rate] +/- [] per cent. Floating Rate]
 [Zero Coupon]
 [specify other]
 (further particulars specified below)
10. Redemption/Payment Basis: [Redemption at par]
 [Partly Paid]
 [Instalment]
 [specify other]
11. Change of Interest Basis or Redemption/Payment Basis: [Specify details of any provision for change of Notes into another Interest Basis or Redemption/Payment Basis][Not Applicable]
12. Call Options: [Not Applicable]

[Issuer Call]

[Regulatory Call]

(N.B. Only relevant in the case of Subordinated Notes)

[Clean-Up Redemption Option]

[Issuer Call due to MREL Disqualification Event]

(N.B. Only relevant in the case of Senior Notes or Non-Preferred Senior Notes)

[(see paragraph [19]/[20]/[21]/[22] below)]

13. (a) Status of the Notes: [Senior Notes / Non-Preferred Senior / Subordinated Notes]
- (b) [Date [Board] approval for issuance of Notes obtained: [] *(N.B. Only required where Board (or similar) authorisation is required for the particular tranche of Notes)*]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. Fixed Rate Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
(Amend appropriately in the case of different interest rates for different interest periods)
- (a) Rate(s) of Interest: [] per cent. per annum payable in arrear on [each] [the] Interest Payment Date[s] [falling on []]
- (b) Interest Payment Date(s): [] in each year up to and including []/[the Maturity Date]
(Amend appropriately in the case of irregular coupons)
- (c) Fixed Coupon Amount(s): [] per Calculation Amount[payable on the Interest Payment Date[s] falling on []]
- (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)/specify other]
- (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 or maturity date in the case of a long or short first or last coupon)

- (g) [Ratings Step-up/Step-down: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)]
- (h) Other terms relating to the method of calculating interest for Fixed Rate Notes which are Exempt Notes: [None/Give details]
- 15. Reset Note Provisions:** [Applicable/Not Applicable]
- (a) Initial Rate of Interest: [] per cent. per annum payable in arrear [on each Interest Payment Date]
- (b) First Margin: [+/-][] per cent. per annum
- (c) Subsequent Margin: [[+/-][] per cent. per annum] [Not Applicable]
- (d) Interest Payment Date(s): [] [and []] in each year up to and including the Maturity Date [until and excluding []]
- (e) Fixed Coupon Amount up to (but excluding) the First Reset Date: [[] per Calculation Amount][Not Applicable]
- (f) Broken Amount(s): [[] per Calculation Amount payable on the Interest Payment Date falling [in/on] []][Not Applicable]
- (g) First Reset Date: []
- (h) Second Reset Date: []/[Not Applicable]
- (i) Subsequent Reset Date(s): [] [and []]
- (j) Relevant Screen Page: []/[Not Applicable]
- (k) Mid-Swap Rate: [Single Mid-Swap Rate/Mean Mid-Swap Rate]
- (l) Mid-Swap Maturity []
- (m) Day Count Fraction: [Actual/Actual / Actual/Actual (ISDA)]
[Actual/365 (Fixed)]
[Actual/365 (Sterling)]
[Actual/360]
[30/360/360/360/Bond Basis]
[30E/360/Eurobond Basis]
[30E/360 (ISDA)]
[Actual/Actual ICMA]
- (n) Determination Dates: [] in each year
- (o) Business Centre(s): []

- (p) Calculation Agent: [Agent]²⁰/[Paying Agent for the Dematerialised Notes] / []
16. Floating Rate Note Provisions [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
(Amend appropriately in the case of different interest rates for different interest periods)
- (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 any 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/[specify other]] [Not Applicable]
- (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/specify other]
- (e) Calculation Agent: [Agent]²¹/[Paying Agent for the Dematerialised Notes] / []
- (f) Screen Rate Determination:
- Reference Rate: [] month [EURIBOR/specify other Reference Rate].
(Either EURIBOR or other, although additional information is required if other, including fallback provisions in the Agency Agreement)
 - Interest Determination Date(s): []
(The second day on which the T2 is open prior to the start of each Interest Period if EURIBOR)
 - Relevant Screen Page: []
(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)
- (g) ISDA Determination:

²⁰ The Agent shall only be appointed as Calculation Agent for Notes in Global Form.

²¹ The Agent shall only be appointed as Calculation Agent for Notes in Global Form.

- ISDA Definitions: [2006 ISDA Definitions]/[2021 ISDA Definitions]
 - Floating Rate Option: []

(Ensure this is a Floating Rate Option included in the Floating Rate Matrix (as defined in the 2021 ISDA Definitions))
 - Designated Maturity: []
 - Reset Date: []
(In the case of a EURIBOR based option, the first day of the Interest Period)
- (h) 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)]]
- (i) Margin(s): [+/-] [] per cent. per annum
- (j) Minimum Rate of Interest: [] per cent. per annum
- (k) Maximum Rate of Interest: [] per cent. per annum
- (l) 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)
Other]
- (m) Fallback provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Notes which are Exempt Notes, if different from those set out in the Terms and Conditions: []
- 17. Zero Coupon Note Provisions** [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Accrual Yield: [] per cent. per annum
- (b) Reference Price: []
- (c) Any other formula/basis of determining amount payable for []

Zero Coupon Notes which are
Exempt Notes:

- (d) Day Count Fraction in relation to [30/360]
Early Redemption Amounts: [Actual/360]
[Actual/365]

PROVISIONS RELATING TO REDEMPTION

18. Notice periods for Condition 5 (*Redemption and Purchase*) of the Terms and Conditions for the Notes in Global Form/[Condition 5 (*Redemption and Purchase*) of the Terms and Conditions for the Dematerialised Notes]: Minimum period: [] days
Maximum period: [] days
(N.B. When setting notice, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system 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 relevant agent)
19. Issuer Call: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Optional Redemption Date(s): []
(If the Notes are Subordinated Notes, unless otherwise permitted by current laws, regulations, directives and/or the Bank of Italy's requirements, applicable to the issue of Subordinated Notes, the Optional Redemption Date shall not be earlier than five years after the Issue Date.)
- (b) Optional Redemption Amount and method, if any, of calculation of such amount(s): [[] per Calculation Amount/specify other/see Appendix]
- (c) If redeemable in part:
- (i) Minimum Redemption Amount: []
- (ii) Maximum Redemption Amount: []
20. Regulatory Call: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
(Only relevant in the case of Subordinated Notes)
- (a) Early Redemption Amount payable on redemption for regulatory reasons as contemplated by [Condition 5(d) (*Redemption for Regulatory* [] per Calculation Amount

Reasons) of the Terms and Conditions for the Notes in Global Form]/[Condition 5(d) (*Redemption for Regulatory Reasons*) of the Terms and Conditions for the Dematerialised Notes] and/or the method of calculating the same (if required or if different from that set out in [Condition 5(g) (*Early Redemption Amounts*) of the Terms and Conditions for the Notes in Global Form]/[Condition 5(g) (*Early Redemption Amounts*) of the Terms and Conditions for the Dematerialised Notes]:

- | | | |
|-----|--|--|
| 21. | Clean-Up Redemption Option | [Applicable/Not Applicable] |
| | Clean-Up Percentage | [75 per cent. / [] per cent.] |
| | Clean-Up Redemption Amount and method, if any, of calculation of such amount | [[] per Note / []] |
| 22. | Issuer Call due to MREL Disqualification Event: | [Applicable]/[Not Applicable] |
| | | <i>(Only relevant in the case of Senior Notes or Non-Preferred Senior Notes)</i> |
| | (i) Early Redemption Amount | [[] per Calculation Amount/as set out in [Condition 5(g) (<i>Early Redemption Amounts</i>) of the Terms and Conditions for the Notes in Global Form]/[Condition 5(g) (<i>Early Redemption Amounts</i>) of the Terms and Conditions for the Dematerialised Notes]]] |
| 23. | Final Redemption Amount: | [[] per Calculation Amount/specify other/see Appendix] |
| 24. | Early Redemption Amount payable on redemption for taxation reasons or on event of default and/or the method of calculating the same: | [[] per Calculation Amount/specify other/see Appendix]

<i>(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 (but consider). If, however, the Final Redemption Amount is other than 100 per cent. of the nominal value, consideration should be given as to what the Early Redemption Amount should be.)</i> |

GENERAL PROVISIONS APPLICABLE TO THE NOTES

25. Form of Notes:

- (a) [Form:] [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes upon an Exchange Event]
- [Permanent Global Note exchangeable for Definitive Notes upon an Exchange Event]
- [Notes shall not be physically delivered in Belgium, except to a clearing system, a depository or other institution for the purpose of their immobilisation in accordance with article 4 of the Belgian Law of 14 December 2005.]
- [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]
- (Ensure that this is consistent with the wording in the "Form of the Notes" section in the Base Prospectus and the Notes themselves.)*
- (b) [New Global Note:] [[Yes]/[No]/[Not Applicable]]
26. Additional Financial Centre(s): [Not Applicable/give details]
- (Note that this paragraph relates to the date of payment and not the end dates of Interest Periods for the purposes of calculating the amount of interest, to which sub-paragraph 16(c) relates)*
27. 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]
28. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment. [Not Applicable/give details. *N.B. A new form of Temporary Global Note and/or Permanent Global Note may be required for Partly Paid issues*]
29. Details relating to Instalment Notes: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Instalment Amount(s): [give details]
- (b) Instalment Date(s): [give details]
30. Other terms or special conditions: [Not Applicable/give details]

31. Variation of Notes:

[Not Applicable] / [Applicable [only]] [in relation to MREL Disqualification Event] [and] [in order to ensure the effectiveness and enforceability of [Condition 16 (*Statutory Loss Absorption Powers*) of the Terms and Conditions for the Notes in Global Form] [Condition 14 (*Statutory Loss Absorption Powers*) of the Terms and Conditions for the Dematerialised Notes]]

(i) Notice period:

[]

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement. *[[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 Banca Monte dei Paschi di Siena S.p.A.:

By:
Duly authorised]

PART B – OTHER INFORMATION

1. LISTING

[Application [has been made/is expected to be made] by the Issuer (or on its behalf) for the Notes to be listed on *[specify market - note this must not be an EEA regulated market or the London Stock Exchange's main market]* with effect from [].][Not Applicable]

2. RATINGS

Ratings:

[Not Applicable.]

[The Notes to be issued [[have been]/[are expected to be]] rated *[insert details]* by *[insert the legal name of the relevant credit rating agency entity(ies)]*

Each of *[defined terms]* is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended) (the “**CRA Regulation**”).
[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]
[The rating *[Insert legal name of particular credit rating agency entity providing rating]* has given to the Notes is endorsed by *[insert legal name of credit rating agency]*, which is established in the UK and registered under Regulation (EC) No 1060/2009 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**UK CRA Regulation**”).]

(The above disclosure is only required if the ratings of the Notes are different to those stated in the Base Prospectus)

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

[Save for any fees 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*]

4. USE OF PROCEEDS

(i) Use of Proceeds:

[for general funding purposes of the Group] / [].

[Further details on [Green Bonds] / [Social Bonds] / [Sustainability Bonds] are included in the *[ESG Framework]*, made available on the Issuer's website in the investor relations section at []]

See “*Use of proceeds*” wording in Base Prospectus
(If reasons for offer different from making profit,

general corporate purposes or general capital requirements (for example for a Green Bond, a Social Bond or a Sustainability Bond), will need to include those reasons here)

5. 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 and Clearstream Luxembourg and the relevant identification number(s): [Not Applicable/give name(s) 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: [Not Applicable]
[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 this Pricing Supplement, 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.]

(include “Not Applicable” in the case of Dematerialised Notes)

6. DISTRIBUTION

- (i) Method of distribution: [Syndicated/Non-syndicated]
- (ii) If syndicated, names of Managers: [Not Applicable/give names]
- (iii) Stabilisation 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 [1/2/3]; [TEFRA D/TEFRA C/TEFRA not applicable]

(Include “TEFRA not applicable” in case of Dematerialised Notes)
- (vi) Additional selling restrictions: [Not Applicable/give details]

(Additional selling restrictions are only likely to be relevant for certain structured Notes, such as commodity-linked Notes)
- (vii) 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, “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.)
- (viii) 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.)

- (ix) [Singapore Sales to Institutional Investors and Accredited Investors only:] [Not Applicable/Applicable]²²

²²

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 for the Notes in Global Form

*The following are the Terms and Conditions applicable to each Series of Notes in global form and, in accordance with and subject to the terms and conditions set out hereunder, in definitive form (respectively, the “**Terms and Conditions for the Notes in Global Form**”, the “**Terms and Conditions**” or the “**Conditions**”, and “**Notes in Global Form**” or the “**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 rules of the relevant stock exchange (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 Pricing Supplement in relation to any Tranche of Exempt Notes may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Notes. The Form of 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 “Form of 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 Banca Monte dei Paschi di Siena S.p.A. (the “**Issuer**” or “**BMPS**”) pursuant to the Agency Agreement (as defined below).

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

- (i) in relation to any Notes represented by a global Note (a “**Global Note**”), units of each Specified Denomination in the Specified Currency;
- (ii) any Global Note; and
- (iii) any definitive Notes issued in exchange for a Global Note.

The Notes, the Receipts (as defined below) and the Coupons (as defined below) have the benefit of an Agency Agreement dated 11 March 2025 (such Agency Agreement as further amended and/or supplemented and/or restated from time to time, the “**Agency Agreement**”), and made between the Issuer, Citibank, N.A., London 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 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 Conditions or, if this Note is a Note which is neither admitted to trading (i) on a regulated market in the European Economic Area (“**EEA**”) or (ii) a United Kingdom (“**UK**”) regulated market as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018, as amended, nor offered in (i) the EEA or (ii) the UK in circumstances where a prospectus is required to be published under the Prospectus Regulation or the Financial Services and Markets Act 2000, as amended, as the case may be (an “**Exempt Note**”), the final terms (or the relevant provisions thereof) are set out in Part A of the Pricing Supplement and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify the Conditions for the purposes of this Note. References to the “Form of Final Terms” are, unless otherwise stated, to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Note. Any reference in the Conditions to Form of Final Terms shall be deemed to include a reference to “applicable Pricing Supplement” where relevant. The expression “**Prospectus Regulation**” means Regulation (EU) 2017/1129, as amended.

Interest bearing definitive Notes have interest coupons (“**Coupons**”) and, in the case of Notes which, when issued in definitive form, have more than 27 interest payments remaining, 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. Exempt Notes in definitive form which are repayable in instalments have receipts (“**Receipts**”) for the payment of the instalments of principal (other than the final instalment) attached on issue. Global Notes do not have Receipts, Coupons or Talons attached on issue.

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 “**Receiptholders**” shall mean the holders of the Receipts and 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 (i) are expressed to be consolidated and form a single series and (ii) have the same terms and conditions or terms and conditions which are the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue.

Copies of the Agency Agreement (i) are available for inspection or collection during normal business hours at the specified office of each of the Paying Agents or (ii) may be provided by email to a Noteholder following their prior written request to the relevant Paying Agent and provision of proof of holding and identity (in a form satisfactory to the relevant Paying Agent). If the Notes are to be admitted to trading on the regulated market of the Luxembourg Stock Exchange the Form of Final Terms will be published on the website of the Luxembourg Stock Exchange (www.luxse.com). If this Note is an Exempt Note, the applicable Pricing Supplement will only be obtainable via email by a Noteholder holding one or more Notes and such Noteholder must produce evidence satisfactory to the Issuer and the relevant Paying Agent, as applicable, as to its holding of such Notes and identity. The Noteholders, the Receiptholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement and the Form of 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 Form of 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 Form of Final Terms, the Form of Final Terms will prevail.

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 Form of Final Terms, provided that (i) the minimum Specified Denomination of each Note which is specified in the Form of Final Terms as being a Senior Note shall be Euro 100,000 (or its equivalent in any other currency as at the date of issue of the relevant Notes), (ii) the minimum Specified Denomination of each Note which is specified in the Form of Final Terms as being a Non-Preferred Senior Note shall be Euro 150,000 (or its equivalent in any other currency as at the date of issue of the relevant Notes) and (iii) the minimum Specified Denomination of each Note which is specified in the Form of Final Terms as being a Subordinated Note shall be Euro 200,000 (or its equivalent in any other currency as at the date of issue of the relevant Notes). Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

Unless this Note is an Exempt Note, this Note may be a Fixed Rate Note, a Reset Note, a Floating Rate Note or a Zero Coupon Note, or a combination of any of the foregoing, depending upon the Interest Basis shown in the Form of Final Terms.

If this Note is an Exempt Note, this Note may be a Fixed Rate Note, a Reset 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 Pricing Supplement.

If this Note is an Exempt Note, this Note may also be an Instalment Note, a Partly Paid Note or a combination of any of the foregoing, depending on the Redemption/Payment Basis shown in the Form of Final Terms.

This Note is a Senior Note, a Non-Preferred Senior Note or a Subordinated Note, depending on the Status of the Notes specified in the Form of 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, Receipts and Coupons will pass by delivery in accordance with applicable law. The Issuer and the Paying Agents will (except as otherwise required by law) deem and treat the bearer of any Note, Receipt 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 next succeeding 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 Form of Final Terms.

2. Status of the Notes and Subordination

(a) Status of the Senior Notes

This Condition 2(a) applies only to Senior Notes (and, for the avoidance of doubt, does not apply to Non-Preferred Senior Notes).

- (i) The Senior Notes and any relative Receipts and Coupons are direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank (subject to any obligations preferred by any applicable law) *pari passu* with all other unsecured obligations (other than obligations ranking junior to the Senior Notes from time to time (including Non-Preferred Senior Notes and any further obligations permitted by law to rank, and expressed to rank, junior

to the Senior Notes, on or following the Issue Date), if any) of the Issuer, present and future and *pari passu* and rateably without any preference among themselves.

- (ii) Each holder of a Senior Note unconditionally and irrevocably waives any right of set-off, netting, counterclaim, abatement or other similar remedy which it might otherwise have under the laws of any jurisdiction in respect of such Senior Note.
- (iii) For the avoidance of doubt, there is no negative pledge provision in these Conditions.

(b) Status of the Non-Preferred Senior Notes

This Condition 2(b) applies only to Non-Preferred Senior Notes (and, for the avoidance of doubt, does not apply to Senior Notes).

- (i) The Non-Preferred Senior Notes (notes intended to qualify as *strumenti di debito chirografario di secondo livello* of the Issuer, as defined under Article 12-*bis* of the Legislative Decree No. 385 of 1 September 1993 of the Republic of Italy, as amended (the “**Italian Consolidated Banking Act**”), any related Receipts and Coupons constitute direct, unconditional, unsubordinated, and unsecured and non-preferred obligations of the Issuer, ranking:
 - (a) junior to Senior Notes and any other unsecured and unsubordinated obligations of the Issuer which rank, or are expressed to rank by their terms, senior to the Non-Preferred Senior Notes, including claims arising from the excluded liabilities within the meaning of Article 72a(2) of the CRR;
 - (b) *pari passu* without any preferences among themselves, and with all other present or future obligations of the Issuer which do not rank or are not expressed by their terms to rank junior or senior to the relevant Non-Preferred Senior Notes; and
 - (c) in priority to any subordinated instruments and to the claims of shareholders of the Issuer, pursuant to Article 91, section 1-*bis*, letter c-*bis* of the Italian Consolidated Banking Act, as amended from time to time.
- (ii) Each holder of a Non-Preferred Senior Note unconditionally and irrevocably waives any right of set-off, netting, counterclaim, abatement or other similar remedy which it might otherwise have under the laws of any jurisdiction in respect of such Non-Preferred Senior Note.
- (iii) For the avoidance of doubt, there is no negative pledge provision in these Conditions.

(c) Status of the Subordinated Notes

This Condition 2(c) applies only to Subordinated Notes.

- (i) Subject as set out below, the Subordinated Notes (notes intended to qualify as Tier 2 Capital for regulatory capital purposes, in accordance with Part II, Chapter 1 of the Bank of Italy’s *Disposizioni di Vigilanza per le Banche*, as set out in Bank of Italy Circular No. 285 of 17 December 2013, as amended or supplemented from time to time (the “**Bank of Italy Regulations**”), including any successor regulations, and Article 63 of the CRR) (the “**Subordinated Notes**”) and the Receipts and Coupons relating to them constitute direct, unconditional, subordinated and unsecured obligations of the Issuer and rank:
 - (a) after all unsubordinated, unsecured creditors (including depositors and holders of Senior Notes and Non-Preferred Senior Notes) of the Issuer and after all creditors of the Issuer holding instruments that are less subordinated than the relevant Subordinated Notes

- (b) at least *pari passu* without any preference among themselves and with all other present and future subordinated obligations of the Issuer that are not expressed by their terms to rank or which do not rank junior or senior to the relevant Subordinated Notes; and
 - (c) in priority to the claims of shareholders of the Issuer and to all other present and future subordinated obligations of the Issuer which do not rank or and are not expressed by their terms to rank senior or *pari passu* to the relevant Subordinated Notes.
- (ii) In relation to each Series of Subordinated Notes all Subordinated Notes of such Series will be treated equally and all amounts paid by BMPS in respect of principal and interest thereon will be paid *pro rata* on all Subordinated Notes of such Series.
 - (iii) Each holder of a Subordinated Note or Coupon unconditionally and irrevocably waives any right of set-off, netting, counterclaim, abatement or other similar remedy which it might otherwise have, under the laws of any jurisdiction, in respect of such Subordinated Note or Coupon.
 - (iv) For the avoidance of doubt, there is no negative pledge provision in these Conditions.

In the event the Subordinated Notes of any Series cease to qualify, in their entirety, as own funds in the form of Tier 2 Capital, such Subordinated Notes shall rank subordinated and junior to unsubordinated unsecured creditors (including depositors and holders of Senior Notes and Non-Preferred Senior Notes) of the Issuer, *pari passu* among themselves and with the Issuer's obligations in respect of any other instruments which have ceased to qualify, in their entirety, as own funds items (*elementi di fondi propri*) and with all other present and future subordinated obligations of the Issuer which do not rank or are not expressed by their terms and/or by mandatory and/or overriding provisions of law to rank junior or senior to the relevant Subordinated Notes (which have so ceased to qualify, in their entirety, as own funds in the form of Tier 2 Capital) and senior to own fund items (*elementi di fondi propri*).

3. Interest

(a) 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 payable in arrear on the relevant 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 Form of Final Terms, the amount of interest payable on the relevant Interest Payment Date will amount to the Fixed Coupon Amount specified in the Form of Final Terms. Payments of interest on any Interest Payment Date will, if so specified in the Form of Final Terms, amount to the Broken Amount so specified.

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

- (i) 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, if they are Partly Paid Notes, the aggregate amount paid up); or
- (ii) 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 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 3(a):

- (i) if **“Actual/Actual (ICMA)”** is specified in the Form of Final Terms:
 - (a) 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 (1) the number of days in such Determination Period and (2) the number of Determination Dates that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year; or
 - (b) in the case of Notes where the Accrual Period is longer than the Determination Period commencing on the last Interest Payment Date on which interest was paid (or, if none, the Interest Commencement Date), the sum of:
 - (1) 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 assuming interest was to be payable in respect of the whole of that year; and
 - (2) 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 assuming interest was to be payable in respect of the whole of that year; and
- (ii) if **“30/360”** is specified in the Form of 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.

In these Conditions:

“Determination Period” means the period from and including a Determination Date to but excluding the next Determination 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, means one cent.

(b) Interest on Reset Notes

(i) Rates of Interest and Interest Payment Dates

Each Reset Note bears interest:

- (A) from (and including) the Interest Commencement Date until (but excluding) the First Reset Date at the Initial Rate of Interest;
- (B) from (and including) the First Reset Date until (but excluding) the Second Reset Date or, if no such Second Reset Date is specified in the Form of Final Terms, the Maturity Date at the rate per annum equal to the First Reset Rate of Interest; and
- (C) for each Subsequent Reset Period thereafter (if any), at the relevant Subsequent Reset Rate of Interest,

payable, in each case, in arrear on each Interest Payment Date and on the Maturity Date if that does not fall on an Interest Payment Date. The Rate of Interest and the Interest Amount payable shall be determined by the Calculation Agent, (i) in the case of the Rate of Interest, at or as soon as practicable after each time at which the Rate of Interest is to be determined, subject to Condition 3(d) (*Benchmark Discontinuation*) below, and (ii) in the case of the Interest Amount in accordance with the provisions for calculating amounts of interest in Condition 3(a) (*Interest on Fixed Rate Notes*). Unless otherwise stated in the applicable Final Terms the Rate of Interest (inclusive of the First or Subsequent Margin) shall not be deemed to be less than zero.

For the purposes of the Conditions:

“**Calculation Agent**” means the Agent or such other entity designated for such purpose as is specified in the applicable Final Terms.

“**First Margin**” means the margin specified as such in the Form of Final Terms;

“**First Reset Date**” means the date specified in the Form of Final Terms;

“**First Reset Period**” means the period from (and including) the First Reset Date until (but excluding) the Second Reset Date or, if no such Second Reset Date is specified in the Form of Final Terms, the Maturity Date;

“**First Reset Rate of Interest**” means, in respect of the First Reset Period and subject to Condition 3(b)(ii), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Mid-Swap Rate and the First Margin;

“**Initial Rate of Interest**” has the meaning specified in the Form of Final Terms;

“**Interest Commencement Date**” means the date specified as such in the Form of Final Terms;

“**Mid-Market Swap Rate**” means for any Reset Period the 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 (i) has a term equal to the relevant Reset Period and commencing on the relevant Reset Date, (ii) 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 (iii) has a floating leg based on the Mid-Swap Floating Leg Benchmark Rate for the Mid-Swap Maturity (as specified in the Form of Final Terms) (calculated on the day count basis customary for floating rate payments in the Specified Currency as determined by the Calculation Agent);

“Mid-Market Swap Rate Quotation” means a quotation (expressed as a percentage rate per annum) for the relevant Mid-Market Swap Rate;

“Mid-Swap Floating Leg Benchmark Rate” means EURIBOR if the Specified Currency is euro;

“Mid-Swap Rate” means, in relation to a Reset Determination Date and subject to Condition 3(b)(ii), either:

(A) if Single Mid-Swap Rate is specified in the Form of Final Terms, the rate for swaps in the Specified Currency:

(i) with a term equal to the relevant Reset Period; and

(ii) commencing on the relevant Reset Date,

which appears on the Relevant Screen Page; or

(B) if Mean Mid-Swap Rate is specified in the Form of Final Terms, the arithmetic mean (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the bid and offered swap rate quotations for swaps in the Specified Currency:

(i) with a term equal to the relevant Reset Period; and

(ii) commencing on the relevant Reset Date,

which appear on the Relevant Screen Page,

in either case, as at approximately 11.00 a.m. in the principal financial centre of the Specified Currency on such Reset Determination Date, all as determined by the Calculation Agent;

“Rate of Interest” means the Initial Rate of Interest, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest, as applicable;

“Reset Date” means the First Reset Date, the Second Reset Date and each Subsequent Reset Date (as applicable);

“Reset Determination Date” means, in respect of the First Reset Period, the second Business Day prior to the First Reset Date, in respect of the first Subsequent Reset Period, the second Business Day prior to the Second Reset Date and, in respect of each Subsequent Reset Period thereafter, the second Business Day prior to the first day of each such Subsequent Reset Period;

“Reset Period” means the First Reset Period or a Subsequent Reset Period, as the case may be;

“Second Reset Date” means the date specified in the Form of Final Terms;

“Subsequent Margin” means the margin specified as such in the Form of Final Terms;

“Subsequent Reset Date” means the date or dates specified in the Form of Final Terms;

“Subsequent Reset Period” means the period from (and including) the Second Reset Date to (but excluding) the next Subsequent Reset Date, and each successive period from (and including) a Subsequent Reset Date to (but excluding) the next succeeding Subsequent Reset Date; and

“Subsequent Reset Rate of Interest” means, in respect of any Subsequent Reset Period and subject to Condition 3(b)(ii), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Mid-Swap Rate and the relevant Subsequent Margin.

(ii) *Fallbacks*

If on any Reset Determination Date the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page, the Issuer (or an agent appointed by the Issuer) shall, subject as provided in Condition 3(d) (*Benchmark Discontinuation*), request each of the Reference Banks (as defined below) to provide the Issuer (or an agent appointed by the Issuer) with its Mid-Market Swap Rate Quotation as at approximately 11.00 a.m. in the principal financial centre of the Specified Currency on the Reset Determination Date in question.

If two or more of the Reference Banks provide the Issuer (or an agent appointed by the Issuer) with Mid-Market Swap Rate Quotations, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be the sum of the arithmetic mean (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the relevant Mid-Market Swap Rate Quotations and the First Margin or Subsequent Margin (as applicable), all as determined by the Calculation Agent.

If on any Reset Determination Date only one or none of the Reference Banks provides the Issuer (or an agent appointed by the Issuer) with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this paragraph, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) shall be determined to be the Rate of Interest as at the last preceding Reset Date or, in the case of the first Reset Determination Date, the First Reset Rate of Interest shall be the Initial Rate of Interest.

For the purposes of this Condition 3(b)(ii) **“Reference Banks”** means the principal office in the principal financial centre of the Specified Currency of four major banks in the swap, money, securities or other market most closely connected with the relevant Mid-Swap Rate as selected by the Issuer on the advice of an investment bank of international repute.

(c) **Interest on Floating Rate Notes**

(i) *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:

- (A) the Specified Interest Payment Date(s) (each an **“Interest Payment Date”**) in each year specified in the Form of Final Terms; or
- (B) if no Specified Interest Payment Date(s) is/are specified in the Form of Final Terms, each date (each an **“Interest Payment Date”**) which falls the number of months or other period specified as the Specified Period in the Form of 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 the 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).

If a Business Day Convention is specified in the Form of 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:

- (1) in any case where Specified Periods are specified in accordance with Condition 3(c)(i)(B) above, the Floating Rate Convention, such Interest Payment Date (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of paragraph (B) above shall apply mutatis mutandis or (ii) 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 (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls in the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (2) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (3) 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
- (4) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In the Conditions, “**Business Day**” means:

- (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 (other than T2) specified in the Form of Final Terms;
- (B) if T2 is specified as an Additional Business Centre in the applicable Final Terms, 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;
- (C) either (1) 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 (2) in relation to any sum payable in euro, a day on which T2 is open.

(ii) *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 in the Form of Final Terms.

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the Form of Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for the relevant Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the Form of Final Terms) the Margin (if any) provided that in any circumstances where under the ISDA Definitions the Calculation Agent would be required to exercise any discretion, including the selection of any reference banks and seeking quotations from reference banks, when calculating the relevant ISDA Rate, the relevant determination(s) which require the Calculation Agent to exercise its discretion shall instead be made by the Issuer (or an agent appointed by the Issuer). For the purposes of this sub paragraph (A), “**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 (i) if “2006 ISDA Definitions” is specified in the applicable Final Terms, the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (“**ISDA**”), as amended and updated as at the Issue Date of the first Tranche of the Notes and as supplemented by the 2006 ISDA Definitions Benchmarks Annex to the ISDA Benchmarks Supplement, as published by ISDA on 19 September 2018; or (ii) if “2021 ISDA Definitions” is specified in the applicable Final Terms, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions as available on ISDA Library as at the Issue Date of the first Tranche of the Notes (together, the “**ISDA Definitions**”) and under which:

- (1) the Floating Rate Option is as specified in the applicable Final Terms;
- (2) the Designated Maturity is a period specified in the applicable Final Terms; and
- (3) the relevant Reset Date is the day specified in the applicable Final Terms.

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

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

(B) Screen Rate Determination for Floating Rate Notes

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for the relevant Interest Period will, subject to Condition 3(d) (*Benchmark Discontinuation*) below, be either:

- (1) the offered quotation; or
- (2) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate (being the Eurozone inter-bank offered rate (“**EURIBOR**”), as specified in the relevant Final Terms, which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (Brussels time) on the Interest Determination Date in question 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 offered quotations are available on the Relevant Screen Page (or such replacement page on that service which displays the information), 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.

If the Relevant Screen Page is not available or if, in the case of paragraph (1) above, no offered quotation appears or, in the case of paragraph (2) above, fewer than three offered quotations appear, in each case as at the Specified Time, the Issuer shall request each of the Reference Banks to provide the Issuer (or an agent appointed by the Issuer) with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in question and the Issuer shall provide such offered quotations promptly to the Calculation Agent. If two or more of the Reference Banks provide the Issuer (or an agent appointed by the Issuer) with 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 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 Issuer (or an agent appointed by the Issuer) with 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 the Issuer (or an agent appointed by the Issuer) by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Issuer (or an agent appointed by the Issuer) with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for the purpose) informs the Issuer (or an agent appointed by the Issuer) it is quoting to leading banks in the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) plus or minus (as appropriate) the 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 Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

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

For the purposes of this Condition 3(c)(ii), “**Reference Banks**” means, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market selected by Issuer.

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

If the Form of 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 Condition 3(c)(ii) 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 Form of 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 Condition 3(c)(ii) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(iv) *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:

- (i) in the case of Floating Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Floating Rate Notes represented by such Global Note (or, if they are Partly Paid Notes, the aggregate amount paid up); or
- (ii) 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 for any Interest Period:

- (i) if “**Actual/Actual (ISDA)**” or “**Actual/Actual**” is specified in the Form of 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 (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) 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 Form of Final Terms, the actual number of days in the Interest Period divided by 365;
- (iii) if “**Actual/365 (sterling)**” is specified in the Form of 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 Form of 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 Form of Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Interest Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

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

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

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

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

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Interest Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

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

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

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

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

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Interest Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**D₁**” 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 D₁ will be 30; and

“**D₂**” 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 D₂ will be 30.

(v) *Linear Interpolation*

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the Form of 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 Form of Final Terms) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the Form of 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 calculate the Rate of Interest at such time and by reference to such sources as the Issuer, in consultation with an Independent Adviser appointed by the Issuer, and such Independent

Adviser acting in good faith and in a commercially reasonable manner as an expert, determines appropriate.

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

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

Subject to Condition 3(d) (*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 (or listing agent as the case may be) 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 London 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 promptly be 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 “London Business Day” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in London.

(vii) *Certificates to be final*

All certificates, communications, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 3(c), by the Calculation Agent shall (in the absence of manifest error) be binding on the Issuer, the Agent, the other Paying Agents and all Noteholders, Receiptholders and Couponholders and no liability to the Issuer (subject to the provisions of the Agency Agreement), the Noteholders, the Receiptholders 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.

(d) Benchmark Discontinuation

This Condition 3(d) is applicable to Notes only if the Floating Rate Note Provisions or the Reset Note Provisions are specified in the applicable Final Terms as being applicable.

(i) *Independent Adviser*

Notwithstanding the provisions above in Condition 3(c) (*Interest on Floating Rate Notes*) or Condition 3(b) (*Interest on Reset Notes*), if a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 3(d)(ii) (*Successor Rate or Alternative Rate*)) and, in either case, an Adjustment Spread if any (in accordance with Condition 3(d)(iii) (*Adjustment Spread*)) and whether any Benchmark Amendments (in accordance with Condition 3(d)(iv) (*Benchmark Amendments*)) are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread.

An Independent Adviser appointed pursuant to this Condition 3(d)(i) 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, any Paying Agent, the Calculation Agent, the Noteholders, the Receiptholders or the Couponholders for any determination made by it pursuant to this Condition 3(d).

If (i) the Issuer is unable to appoint an Independent Adviser; or (ii) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 3(d)(i) prior to the relevant Interest Determination Date or Reset Determination Date, as the case may be, the Issuer (acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or, failing which, an Alternative Rate, provided however that if the Issuer is unable or unwilling to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 3(d)(i) prior to the relevant Interest Determination Date or Reset Determination Date, as the case may be, it shall provide notice of that fact to the Calculation Agent and the Noteholders not less than 2 Business Days prior the relevant Interest Determination Date or Reset Determination Date and (i) in the case of the Rate of Interest on Floating Rate Notes, the Rate of Interest applicable to the next succeeding 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 or (ii) in the case of the First Reset Rate of Interest on Reset Notes, the Rate of Interest shall be equal to the Initial Rate of Interest or (iii) in the case of the Subsequent Reset Rate of Interest on Reset Notes, the Rate of Interest shall be equal to the Subsequent Reset Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Reset Period or if the immediately preceding Reset Period is the First Reset Period, the First Reset Rate of Interest. If there has not been a first Interest Payment Date or First Reset Date, the Rate of Interest for Floating Rate Notes shall be the initial Rate of Interest and the Rate of Interest for Reset Notes shall be the Initial Rate of Interest (as applicable). Where a different Margin or Maximum or Minimum Rate of Interest or First Margin or Subsequent Margin (as applicable) is to be applied to the relevant Interest Period or Reset Period (as applicable) from that which applied to the last preceding Interest Period or Reset Period (as applicable), the Margin or Maximum or Minimum Rate of Interest or First Margin or Subsequent Margin (as applicable) relating to the relevant Interest Period or Reset Period (as applicable) shall be substituted in place of the Margin or Maximum or Minimum Rate of Interest or First Margin or Subsequent Margin relating to that last preceding Interest Period or Reset Period (as applicable). For the avoidance of doubt, this Condition 3(d)(i) shall apply to the relevant next succeeding Interest Period or Reset Period (as applicable) only and any subsequent Interest Periods or Reset Periods (as applicable) are subject to the subsequent operation of, and to adjustment as provided in, this Condition 3(d)(i).

(ii) *Successor Rate or Alternative Rate*

If the Independent Adviser or the Issuer (if it is unable to appoint an Independent Adviser or if the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with Condition 3(d)(i) (*Independent Adviser*) prior to the relevant Interest Determination Date or Reset Determination Date, as the case may be) acting in good faith and in a commercially reasonable manner determines that:

- (a) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 3(d)(iii) (*Adjustment Spread*)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 3(d)); or

- (b) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 3(d)(iii) (*Adjustment Spread*)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 3(d)).

(iii) *Adjustment Spread*

If the Independent Adviser or the Issuer (if it is unable to appoint an Independent Adviser or if the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with Condition 3(d)(i) (*Independent Adviser*) prior to the relevant Interest Determination Date or Reset Determination Date, as the case may be) acting in good faith and in a commercially reasonable manner 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 a 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).

(iv) *Benchmark Amendments*

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 3(d) and the Independent Adviser or the Issuer (if it is unable to appoint an Independent Adviser or if the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with Condition 3(d)(i) (*Independent Adviser*) prior to the relevant Interest Determination Date or Reset Determination Date, as the case may be) acting in good faith and in a commercially reasonable manner determines (i) that amendments to these Conditions and the Agency Agreement, including but not limited to Relevant Screen Page, are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread and/or necessary or appropriate to comply with any applicable regulation or guidelines on the use of benchmarks or other related document issued by the competent regulatory authority (such amendments, the “**Benchmark Amendments**”) and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 3(d)(v) (*Notices*) 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, Receiptholders or Couponholders vary these Conditions and the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

In connection with any such variation in accordance with this Condition 3(d)(iv), 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.

Notwithstanding any other provision of this Condition 3(d), no Successor Rate, Alternative Rate or Adjustment Spread will be adopted, nor will any other amendment to the terms and conditions of any Series of Notes be made to effect the Benchmark Amendments, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to prejudice the qualification of the relevant Series of Subordinated Notes as Tier 2 Capital of the Issuer and/or the Group and/or (i) result in the exclusion of the relevant Series of Senior Notes or Non-Preferred Senior Notes from the eligible liabilities available to meet the MREL Requirements or (ii) (in the case of Senior Notes or Non-Preferred Senior Notes only) result in the Competent Authority and/or the Relevant Resolution Authority treating the Interest Payment Date or Reset Date, as the case may be, as the effective maturity date of the Notes, rather than the relevant maturity date. In such cases (i) the Rate of Interest on Floating Rate

Notes applicable to the next succeeding 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 or (ii) in the case of the First Reset Rate of Interest on Reset Notes, the Rate of Interest shall be equal to the Initial Rate of Interest or (iii) in the case of the Subsequent Reset Rate of Interest on Reset Notes, the Rate of Interest shall be equal to the Subsequent Reset Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Reset Period or if the immediately preceding Reset Period is the First Reset Period, the First Reset Rate of Interest. If there has not been a first Interest Payment Date or First Reset Date, the Rate of Interest for Floating Rate Notes shall be the initial Rate of Interest and the Rate of Interest for Reset Notes shall be the Initial Rate of Interest (as applicable).

Where a different Margin or Maximum or Minimum Rate of Interest or First Margin or Subsequent Margin (as applicable) is to be applied to the relevant Interest Period or Reset Period (as applicable) from that which applied to the last preceding Interest Period or Reset Period (as applicable), the Margin or Maximum or Minimum Rate of Interest or First Margin or Subsequent Margin (as applicable) relating to the relevant Interest Period or Reset Period (as applicable) shall be substituted in place of the Margin or Maximum or Minimum Rate of Interest or First Margin or Subsequent Margin relating to that last preceding Interest Period or Reset Period.

The Agents shall not be obliged to effect any Benchmark Amendment if in the reasonable opinion of the relevant Agent doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the relevant Agent in these Conditions and/or the Agency Agreement in any way.

In no event shall the Calculation Agent be responsible for determining any Successor Rate, Alternative Rate, Adjustment Spread, Benchmark Amendments or Benchmark Event. The Calculation Agent will be entitled to conclusively rely on any determinations made by the Issuer or the Independent Adviser and will have no liability for such actions taken at the direction of the Issuer or the Independent Adviser.

Notwithstanding any other provisions of this Condition 3(d), if in the Calculation Agent's reasonable opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this condition 3(d), the Calculation Agent shall promptly notify the Issuer thereof and the Issuer shall direct the Calculation Agent in writing as to which alternative course of action to adopt. If the Calculation Agent is not promptly provided with such direction, or is otherwise unable to make such calculation or determinations for any reason, it shall notify the Issuer thereof and the Calculation Agent shall be under no obligation to make such calculation or determination and shall not incur any liability for not doing so.

(v) *Notices*

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 3(d), or as applicable, any determination by the Issuer that no Successor Rate, Alternative Rate or Adjustment Spread will be adopted and that no amendments to the Terms and Conditions of any series of Notes to effect any Benchmark Amendments shall be made and that the fallbacks provided under Condition 3(d)(iv) above shall apply, will be notified promptly (but in any event no later than 2 Business Days prior to the relevant Interest Determination Date or Reset Determination Date) by the Issuer to the Calculation Agent, the Agent and each Paying Agent and, in accordance with Condition 12 (*Notices*), the Noteholders, Receiptholders or Couponholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

(vi) *Survival of Original Reference Rate*

Without prejudice to the obligations of the Issuer under Conditions 3(d)(i) (*Independent Adviser*) to 3(d)(iv) (*Benchmark Amendments*), the Original Reference Rate and the fallback provisions provided for in Condition 3(b)(ii) (*Interest on Reset Notes – Fallbacks*) and Condition 3(c)(ii)(B) (*Screen Rate Determination for Floating Rate Notes*) will continue to apply unless and until a Benchmark Event has occurred.

(vii) *Definitions*

For the purposes of this Condition 3(d):

“Adjustment Spread” means either a spread (which may be positive, negative or zero), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser or the Issuer (as applicable) 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 reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders, Receiptholders 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:

- (a) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate);
- (b) the Independent Adviser or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner), is recognised or acknowledged as being the industry standard for international debt capital market transactions or 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 if the Issuer determines that no such industry standard is recognised or acknowledged); or
- (c) the Independent Adviser or the Issuer (as applicable) 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 or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner) in accordance with Condition 3(d)(ii) (*Successor Rate or Alternative Rate*) is customary in market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Notes;

“Benchmark Amendments” has the meaning given to it in Condition 3(d)(iv) (*Benchmark Amendments*);

“Benchmark Event” means:

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

- (b) a public statement by the administrator of the Original Reference Rate that it will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or
- (c) a public statement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or
- (d) 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;
- (e) a public statement by the supervisor of the administrator of the Original Reference Rate announcing that such Original Reference Rate is no longer representative of its relevant underlying market, within the following six months; or
- (f) it has become unlawful for the Agent, any Paying Agent, the Calculation Agent, the Issuer or other party to calculate any payments due to be made to any Noteholder, Receipholder or Couponholder using the Original Reference Rate;

provided that in the case of sub-paragraphs (b), (c) (d) and (e) above, the Benchmark Event shall occur on the date of the cessation of publication of the Original Reference Rate, the discontinuation of the Original Reference Rate, or the prohibition of use of the Original Reference Rate, as the case may be, and not the date of the relevant public statement;

“Independent Adviser” means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer under Condition 3(d)(i) (*Independent Adviser*);

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

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

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

“Successor Rate” means the rate that the Independent Adviser or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner) is a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

(e) Exempt Notes

In the case of Exempt Notes which are also Floating Rate Notes where the applicable Pricing Supplement identifies that Screen Rate Determination applies to the calculation of interest, if the Reference Rate from time to time is specified in the applicable Pricing Supplement as being other than EURIBOR, the Rate of Interest in respect of such Exempt Notes will be determined as provided in the applicable Pricing Supplement.

In the case of Exempt Notes which are not also Fixed Rate Notes or Floating Rate, if the rate or amount of interest falls to be determined by reference to an exchange rate, the rate or amount of interest payable shall be determined in the manner specified in the applicable Pricing Supplement.

Interest on Partly Paid Notes

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified in the applicable Pricing Supplement.

(f) 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:

- (i) the date on which all amounts due in respect of such Note have been paid; and
- (ii) 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*).

4. Payments

(a) Method of payment

Subject as provided below:

- (i) 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 or Auckland, respectively); and
- (ii) payments in euro will be made 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.

(b) Payments Subject to Fiscal and Other Laws

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in any jurisdiction, but without prejudice to the provisions of Condition 6 (*Taxation*), and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the “**Code**”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or

(without prejudice to the provisions of Condition 6 (*Taxation*)) any law implementing an intergovernmental approach thereto.

(c) Presentation of definitive Notes, Receipts and Coupons

Payments of principal in respect of definitive Notes will (subject as provided below) be made in the manner provided in Condition 4(a) 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) and save as provided in Condition 4(e) 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 10 years after the Relevant Date (as defined in Condition 6 (*Taxation*)) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 7 (*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 prior to its Maturity Date, 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.

(d) 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 and 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 either on such Global Note by the Paying Agent to which it was presented or in the records of Euroclear and Clearstream, Luxembourg as applicable.

(e) **Specific provisions in relation to payments in respect of certain types of Exempt Notes**

Payments of instalments of principal (if any) in respect of definitive Notes, other than the final instalment, will (subject as provided below) be made in the manner provided in Condition 4(a) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Receipt in accordance with the preceding paragraph. Payment of the final instalment will be made in the manner provided in Condition 4(a) above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Note in accordance with the preceding paragraph. Each Receipt must be presented for payment of the relevant instalment together with the definitive Note to which it appertains. Receipts presented without the definitive Note to which they appertain do not constitute valid obligations of the Issuer. Upon the date on which any definitive Note becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.

(f) **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:

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

(g) **Payment Day**

If the date for payment of any amount in respect of any Note, Receipt 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 7 (*Prescription*)) is:

- (i) 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):
 - (A) in the relevant place of presentation, in the case of Notes in definitive form only; and
 - (B) in each Additional Financial Centre (other than T2) specified in the Form of Final Terms; and

- (ii) if T2 is specified as an Additional Financial Centre in the applicable Final Terms, a day on which T2 is open; and
- (iii) either (1) 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 or Auckland, respectively) or (2) in relation to any sum payable in euro, a day on which the T2 is open.

(h) Interpretation of principal and interest

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

- (i) any additional amounts which may be payable with respect to principal under Condition 6 (*Taxation*);
- (ii) the Final Redemption Amount of the Notes;
- (iii) the Early Redemption Amount of the Notes;
- (iv) the Optional Redemption Amount(s) (if any) of the Notes;
- (v) in relation to Exempt Notes redeemable in instalments, the Instalment Amounts;
- (vi) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 5(g) (*Early Redemption Amounts*)); and
- (vii) 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 6 (*Taxation*).

5. Redemption and Purchase

(a) Redemption at maturity

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the Issuer (i) at least *at par* in case of Fixed Rate Notes, Reset Notes, Floating Rate Notes and Zero Coupon Notes, as specified in the Form of Final Terms in the relevant Specified Currency and on the Maturity Date specified in the Form of Final Terms (ii) in the case of Exempt Notes, at its Final Redemption Amount specified in the applicable Pricing Supplement in the relevant Specified Currency on the Maturity Date specified in the Applicable Pricing Supplement.

(b) Redemption for tax reasons

Subject to Condition 5(g) below, Notes may be redeemed at the option of the Issuer (subject to, in the case of Subordinated Notes, the provisions of Condition 5(i) below and, in the case of Senior Notes and Non-Preferred Senior Notes, to the provisions of Condition 5(j) below) 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 Form of Final Terms to the Agent and, in accordance with Condition 12 (*Notices*), the Noteholders (which notice shall be irrevocable), if a Tax Event occurs, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

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 for inspection or collection by, or delivery via email to, the Noteholders (i) a certificate signed by two Directors 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 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.

The Agent is not responsible, nor shall it incur any liability, for monitoring or ascertaining as to whether any certifications and/or opinions required by this Condition 5(b) is provided, nor shall it be required to review, check or analyse any certifications and/or opinions produced nor shall it be responsible for the contents of any such certifications and/or opinions or incur any liability in the event the content of such certification is inaccurate or incorrect.

Each Note redeemed pursuant to this Condition 5(b) will be redeemed at its Early Redemption Amount referred to in Condition 5(g) below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

A “**Tax Event**” is deemed to have occurred if:

- (i) on the occasion of the next payment due under the Notes (in the case of Subordinated Notes, in respect of payments of interest only), the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 6 (*Taxation*) and, in making payment itself, would be required to pay such additional amounts, in each case as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 6 (*Taxation*)) or any political subdivision of, or any authority in, or of, a Tax Jurisdiction 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 on which agreement is reached to issue the first Tranche of the Notes, provided that (i) in the case of any redemption of Subordinated Notes proposed to be made prior to the fifth anniversary of the Issue Date, under the relevant Regulatory Capital Requirements the Issuer demonstrates to the satisfaction of the relevant Competent Authority that such change or amendment is material and was not reasonably foreseeable by BMPS as at the date of the issue of the relevant Subordinated Notes; and (ii) in the case of any redemption of Senior Notes and Non-Preferred Senior Notes, the Issuer is compliant with any conditions to such redemption prescribed by the MREL Requirements at the relevant times (including any requirements applicable to such redemption due to the qualification of such Senior Notes or Non-Preferred Notes at such time as eligible liabilities available to meet the MREL Requirements); and
- (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it.

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

If Issuer Call is specified as being applicable in the Form of Final Terms, the Issuer may (subject to, in the case Subordinated Notes, the provisions of Condition 5(i) below and, in the cases of Senior Notes and Non-Preferred Senior Notes, the provisions of Condition 5(j) below), having given not less than the minimum period nor more than the maximum period of notice specified in the Form of Final

Terms to the Noteholders in accordance with Condition 12 (*Notices*) (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(s) specified in the Form of Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. 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 Form of Final Terms.

In the case of a partial redemption of Notes, the Notes to be redeemed (“**Redeemed Notes**”) will, subject to compliance with applicable law, (i) in the case of Redeemed Notes represented by definitive Notes, be selected individually by lot, not more than 30 days prior to the date fixed for redemption and (ii) in the case of Redeemed Notes represented by a Global Note, be selected 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 definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 12 (*Notices*) not less than 15 days prior to the date fixed for redemption.

(d) Redemption for Regulatory Reasons

In respect of any Series of Subordinated Notes, if Regulatory Call is specified in the Form of Final Terms, upon occurrence of a Capital Event, the Issuer may (subject to the provisions of Condition 5(i) below), on any Interest Payment Date (if this Note is a Floating Rate Note), or at any time (if this Note is not a Floating Rate Note), on giving not less than 15 nor more than 30 days’ notice to the Agent and in accordance with Condition 12 (*Notices*) irrevocable notice to the Noteholders (or such other notice period as may be specified hereon) redeem all (but not some only) of the Notes then outstanding at any time at their Early Redemption Amount referred to in Condition 5(f) below together (if appropriate) with interest accrued to (but excluding) the date fixed for redemption.

For the purpose of these Conditions:

a “**Capital Event**” is deemed to have occurred if, as a result of any change in the regulatory classification of the Notes under the Regulatory Capital Requirements, the Notes are (or would be) excluded (in whole or in part) from the Tier 2 Capital of the Issuer and/or the Group and, in respect of any redemption of Subordinated Notes proposed to be made prior to the fifth anniversary of the Issue Date, both of the following conditions are met: (i) the Issuer demonstrates to the satisfaction of the relevant Competent Authority that the change in the regulatory classification of the Subordinated Notes was not reasonably foreseeable by the Issuer as at the Issue Date of the Notes and (ii) the Competent Authority considers such a change to be reasonably certain;

“**Competent Authority**” means the Bank of Italy and/or, to the extent applicable in any relevant situation, the European Central Bank or any successor or replacement entity to either, or other authority or authorities having primary responsibility for the prudential oversight and supervision of the Issuer at the relevant time; and

“**Tier 2 Capital**” has the meaning given to it by the Regulatory Capital Requirements from time to time.

(e) Issuer Call due to MREL Disqualification Event

In respect of any Series of Senior Notes or Non-Preferred Senior Notes where Issuer Call due to MREL Disqualification Event is specified as being applicable in the Form of Final Terms, then the Issuer may (subject to the provisions of Condition 5(j) below) on any Interest Payment Date (if this Note is a Floating Rate Note), or at any time (if this Note is not a Floating Rate Note), on giving not

less than the minimum period nor more than the maximum period of notice specified in the Form of Final Terms to the Noteholders in accordance with Condition 12 (*Notices*) (which notice shall be irrevocable), redeem all (but not some only) of the Notes then outstanding at any time at their Early Redemption Amount as described in Condition 5(f) below (if appropriate) with interest accrued to (but excluding) the date fixed for redemption, if the Issuer determines that a MREL Disqualification Event has occurred and is continuing.

As used in these Conditions:

“**BRRD**” means Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms, as amended or replaced from time to time (including by BRRD II);

“**BRRD II**” means Directive (EU) 2019/879 of the European Parliament and of the Council of 20 May 2019 amending Directive 2014/59/EU as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms and Directive 98/26/EC;

“**CRD IV Package**” means, taken together (i) the CRD IV, (ii) the CRR and (iii) the Future Capital Instruments Regulations;

“**CRD IV**” means Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC, as amended or replaced from time to time (including by CRD V);

“**CRD V**” means the Directive (EU) 2019/878 of the European Parliament and of the Council of 20 May 2019 amending Directive 2013/36/EU as regards exempted entities, financial holding companies, mixed financial holding companies, remuneration, supervisory measures and powers and capital conservation measures, as amended or replaced from time to time;

“**CRR**” means Regulation (EU) No. 2013/575 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No. 648/2012, as amended or replaced from time to time (including by CRR II);

“**CRR II**” means Regulation (EU) 2019/876 of the European Parliament and of the Council of 20 May 2019 amending Regulation (EU) No 575/2013 as regards the leverage ratio, the net stable funding ratio, requirements for own funds and eligible liabilities, counterparty credit risk, market risk, exposures to collective investment undertakings, large exposures, reporting and disclosure requirements, and Regulation (EU) No 648/2012, as amended or replaced from time to time;

“**Future Capital Instruments Regulations**” means any regulatory capital rules or regulations introduced after the Issue Date by the Competent Authority or which are otherwise applicable to the Issuer (on a solo or, if relevant, consolidated basis), which prescribe (alone or in conjunction with any other rules or regulations) the requirements to be fulfilled by financial instruments for their inclusion in the Own Funds of the Issuer (on a consolidated basis) to the extent required by (i) the CRR or (ii) the CRD IV;

“**Group Entity**” means the Issuer or any legal person that is part of the Group;

“**Loss Absorption Power**” means any statutory write-down and/or conversion power existing from time to time under any laws, regulations, rules or requirements, whether relating to the resolution or independent of any resolution action, of credit institutions, investment firms and/or Group Entities incorporated in the relevant Member State in effect and applicable in the relevant Member State to the Issuer or other Group Entities, including (but not limited to) any such laws, regulations, rules or

requirements that are implemented, adopted or enacted within the context of any European Union directive or regulation of the European Parliament and of the Council establishing a framework for the recovery and resolution of credit institutions and investment firms and/or within the context of a relevant Member State resolution regime or otherwise, pursuant to which liabilities of a credit institution, investment firm and/or any Group Entities can be reduced, cancelled and/or converted into shares or obligations of the obligor or any other person;

“MREL Disqualification Event” means that, at any time, all or part of the aggregate outstanding nominal amount of such Series of Senior Notes or Non-Preferred Senior Notes is or will be excluded fully or partially from eligible liabilities available to meet the MREL Requirements, provided that: (a) the exclusion of a Series of Senior Notes or of Non-Preferred Senior Notes from the MREL Requirements due to the remaining maturity of such Senior Notes or Non-Preferred Senior Notes being less than any period prescribed thereunder, does not constitute an MREL Disqualification Event (b) the exclusion of all or some of a Series of Senior Notes from the MREL Requirements due to there being insufficient headroom for such Senior Notes within a prescribed exception to the otherwise applicable general requirements for eligible liabilities does not constitute an MREL Disqualification Event; and (c) the exclusion of all or some of a Series of Senior Notes or Non-Preferred Senior Notes from MREL Requirements as a result of such Notes being purchased by or on behalf of the Issuer or as a result of a purchase which is funded directly or indirectly by the Issuer, does not constitute an MREL Disqualification Event;

“MREL Requirements” means the laws, regulations, requirements, guidelines, rules, standards and policies relating to minimum requirements for own funds and eligible liabilities and/or loss-absorbing capacity instruments applicable to the Issuer and/or the Group, from time to time (including any applicable transitional provisions), including, without limitation to the generality of the foregoing, any delegated or implementing acts (such as regulatory technical standards) adopted by the European Commission and any regulations, requirements, guidelines, rules, standards and policies relating to minimum requirements for own funds and eligible liabilities and/or loss absorbing capacity instruments adopted by the Republic of Italy, a relevant Competent Authority, a Relevant Resolution Authority or the European Banking Authority from time to time (whether or not such requirements, guidelines or policies are applied generally or specifically to the Issuer and/or the Group), as any of the preceding laws, regulations, requirements, guidelines, rules, standards, policies or interpretations may be amended, supplemented, superseded or replaced from time to time;

“Regulatory Capital Requirements” means any requirements contained in the regulations, rules, guidelines and policies of the Competent Authority, or of the European Parliament and Council then in effect in the Republic of Italy, relating to capital adequacy and applicable to the Issuer and/or the Group from time to time (including any applicable transitional provisions), including, but not limited to, as at the Issue Date of the relevant Series of Notes, the rules contained in, or implementing, the CRD IV Package and the BRRD, delegated or implementing acts adopted by the European Commission and guidelines issued by the European Banking Authority;

“Relevant Resolution Authority” means the Italian resolution authority, the Single Resolution Board (“SRB”) established pursuant to the SRM Regulation and/or any other authority entitled to exercise or participate in the exercise of any Resolution Power or Loss Absorption Power from time to time;

“Resolution Power” means any statutory write-down, transfer and/or conversion power existing from time to time under any laws regulations, rules or requirements relating to the resolution of the Issuer or any other entities of the Group, including but not limited to any laws, regulations, rules or requirements implementing the BRRD and/or the SRM Regulation;

“SRM Regulation” means Regulation (EU) No 806/2014 of the European Parliament and Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a

Single Resolution Fund and amending Regulation (EU) No 1093/2010, as amended or replaced from time to time (including by SRM II Regulation); and

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

(f) Clean-up redemption at the option of the Issuer

If Clean-Up Redemption Option is specified as being applicable in the Form of Final Terms, and if 75 per cent. or any higher percentage specified in the relevant Form of Final Terms (the “**Clean-Up Percentage**”) of the initial aggregate nominal amount of the Notes of the same Series (which, for the avoidance of doubt, includes any additional Notes issued subsequently and forming a single series with the first Tranche of a particular Series of Notes) have been redeemed or purchased by, or on behalf of, the Issuer and cancelled, then the Issuer may (subject to, in the case of Subordinated Notes, the provisions of Condition 5(i) below and, in the case of Senior Notes and Non-Preferred Senior Notes, to the provisions of Condition 5(j) below) at any time, at its option, and having given to the Agent and the Noteholders not less than 5 nor more than 30 calendar days' notice (the “**Clean-Up Redemption Notice**”), in accordance with Condition 12 (*Notices*) (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem such outstanding Notes, in whole but not in part, at their clean-up redemption amount (“**Clean-Up Redemption Amount**”) together, if appropriate, with accrued interest to (but excluding) the date of redemption, on the date fixed for redemption identified in the Clean-Up Redemption Notice.

(g) Early Redemption Amounts

For the purpose of Conditions 5(b), (d) and (e) above and Condition 8 (*Events of Default*):

- (i) each Note (other than a Zero Coupon Note) will be redeemed at its Early Redemption Amount; and
- (ii) each Zero Coupon Note will be redeemed at an amount (the “**Amortised Face Amount**”) calculated in accordance with the following formula:

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

where:

“**RP**” equals the Reference Price;

“**AY**” equals the Accrual Yield; and

“**y**” is the Day Count Fraction specified in the Form of 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 of (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).

Instalments

Instalment Notes will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the applicable Pricing Supplement. In the case of early redemption, the Early Redemption Amount of Instalment Notes will be determined in the manner specified in the applicable Pricing Supplement.

Partly Paid Notes

Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition and the applicable Pricing Supplement.

(h) Purchases

Subject to Condition 5(j) below in respect of Senior Notes and Non-Preferred Senior Notes and Condition 5(i) below in respect of Subordinated Notes, the Issuer or any Subsidiary (as defined below) of the Issuer may purchase Notes (provided that, in the case of definitive Notes, all unmatured Receipts, Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. All Notes so purchased will be surrendered to a Paying Agent for cancellation. References in the Conditions to the purchase of Notes shall not include the purchase of Notes by the Issuer or any of their Subsidiaries in the ordinary course of business of dealing in securities, as nominee or as a bona fide investment.

“**Subsidiary**” means any entity which is a subsidiary within the meaning of Section 1159 of the Companies Act 2006.

(i) Conditions to Early Redemption and Purchase of Subordinated Notes

Any redemption or purchase of Subordinated Notes in accordance with Conditions 5(b), (c), (d), (f) or (h) above or Condition 13 (*Meetings of Noteholders, Modification, Waiver*) (including, for the avoidance of doubt, any modification or variation in accordance with Condition 13) is subject to:

- (i) the Issuer giving notice to the Competent Authority and the Competent Authority granting permission to redeem or purchase the relevant Subordinated Notes (in each case subject to, and in accordance with, the Regulatory Capital Requirements (as defined in Condition 5(e) above, including Articles 77(b) and 78 of CRR); and
- (ii) compliance by the Issuer with any alternative or additional pre-conditions to redemption or purchase, as applicable, set out in the Regulatory Capital Requirements for the time being.

(j) Conditions to Redemption and Purchase of Senior Notes and Non-Preferred Senior Notes

Any redemption or purchase of Senior Notes and Non-Preferred Senior Notes in accordance with Conditions 5(b), (c), (e), (f) or (h) above or Condition 13 (*Meetings of Noteholders, Modification, Waiver*) (including, for the avoidance of doubt, any modification or variation in accordance with Condition 13 (*Meetings of Noteholders, Modification, Waiver*)) is subject to compliance by the Issuer with any conditions to such redemption or repurchase prescribed by the MREL Requirements at the relevant time (including any requirements applicable to such redemption or repurchase due to the qualification of such Senior Notes or Non-Preferred Senior Notes at such time as eligible liabilities available to meet the MREL Requirements) and, including, as relevant, the condition that the Issuer has obtained the prior permission of the Relevant Resolution Authority in accordance with Article 78a of the CRR.

(k) Cancellation

All Notes which are redeemed will forthwith be cancelled (together with all unmatured Receipts, Coupons and Talons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and the Notes purchased and cancelled pursuant to paragraph 5(h) above (together with all unmatured Receipts, Coupons and Talons cancelled therewith) shall be forwarded to the Agent and cannot be reissued or resold.

(l) 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 5(a), (b), (c), (d) or (e) above or upon its becoming due and repayable as provided in Condition 8 (*Events of Default*) 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 Condition 5(g)(ii) 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:

- (i) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and
- (ii) 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 12 (*Notices*).

6. Taxation

All payments of principal and interest in respect of the Notes, Receipts and Coupons by or on behalf of 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 in respect of interest only as shall be necessary in order that the net amounts received by the holders of the Notes, Receipts or Coupons after such withholding or deduction shall equal the respective amounts of interest which would otherwise have been receivable in respect of the Notes, Receipts or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable:

- (a) with respect to any Notes, Receipts or Coupons for or on account of *imposta sostitutiva* (at the then applicable rate of tax) pursuant to Italian Legislative Decree No. 239 of 1 April 1996 and in all circumstances in which the procedures set forth in Legislative Decree No. 239 have not been met or complied with except where such procedures have not been met or complied with due to the actions or omissions of the Issuer or its agents;
- (b) with respect to any Note, Receipt or Coupon presented for payment:
 - (i) in the jurisdiction of incorporation of the Issuer; or
 - (ii) by or on behalf of a holder who is liable for such taxes or duties in respect of such Note, Receipt or Coupon by reason of his having some connection with a Tax Jurisdiction other than the mere holding of such Note, Receipt or Coupon; or
 - (iii) by or on behalf of a holder who is entitled to avoid such withholding or deduction in respect of such Note, Receipt or Coupon by making a declaration of non-residence or other similar claim for exemption to the relevant taxing authority; or

- (iv) 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 4(g) (*Payment Day*)); or
- (c) in respect of any Note where such withholding or deduction is required pursuant to Law Decree No. 512 of 30 September 1983.

As used herein:

- (i) “**Tax Jurisdiction**” means the Republic of Italy (“**Italy**”) or any political subdivision of any authority thereof or therein having power to tax; and
- (ii) “**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*).

7. Prescription

The Notes, Receipts and Coupons will become void unless claims in respect of principal and/or interest are made within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 6 (*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 4(b) (*Payments Subject to Fiscal and Other Laws*) or any Talon which would be void pursuant to Condition 4(b) (*Payments Subject to Fiscal and Other Laws*).

8. Events of Default

(a) Events of Default relating to Senior Notes and Non-Preferred Senior Notes

This Condition 8(a) applies only to Senior Notes and Non-Preferred Senior Notes.

If any one or more of the following events (each an “**Event of Default**”) shall occur with respect to any Senior Note or Non-Preferred Senior Note:

- (i) the Issuer shall be liquidated (including becoming subject to “*Liquidazione coatta amministrativa*” as defined in the Italian Consolidated Banking Act (as amended from time to time)); or
- (ii) the Issuer shall be insolvent,

then any holder of a Senior Note or Non-Preferred Senior Notes 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 Senior Notes or Non-Preferred Senior Notes held by the holder to be forthwith due and payable whereupon the same shall become forthwith due and payable at its Early Redemption Amount (as described in Condition 5(g) (*Early Redemption Amounts*)), together with accrued interest (if any) to the date of repayment, without presentment, demand, protest or other notice of any kind.

For the avoidance of doubt, resolution proceeding(s) or moratoria imposed by a resolution authority in respect of the Issuer shall not constitute Events of Default for the Senior Notes and Non-Preferred Senior Notes for any purpose.

(b) Event of Default relating to Subordinated Notes

This Condition 8(b) applies only to Subordinated Notes.

If any one or more of the following Events of Default shall occur with respect to any Subordinated Note:

- (i) the Issuer shall be liquidated (including becoming subject to “*Liquidazione coatta amministrativa*” as defined in the Italian Consolidated Banking Act (as amended from time to time)); or
- (ii) the Issuer shall be insolvent,

then any holder of a Subordinated 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 such Subordinated Notes held by the holder to be forthwith due and payable whereupon the same shall become forthwith due and payable at its Early Redemption Amount (as described in Condition 5(g) (*Early Redemption Amounts*)), together with accrued interest (if any) to the date of repayment, without presentment, demand, protest or other notice of any kind.

For the avoidance of doubt, resolution proceeding(s) or moratoria imposed by a resolution authority in respect of the Issuer shall not constitute Events of Default for the Subordinated Notes for any purpose.

9. Replacement of Notes, Receipts, Coupons and Talons

Should any Note, Receipt, 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, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

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 Form of 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; and
- (b) so long as the Notes are listed on any stock exchange (or 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 any other relevant authority).

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(g) (*Early Redemption Amounts*). Notice of any

variation, termination, appointment or change in Paying Agents will be given to the Noteholders promptly by the Issuer in accordance with Condition 12 (*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, Receiptholders 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.

11. 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 7 (*Prescription*).

12. Notices

All notices regarding the Notes will be deemed to be validly given if published, if and for so long as the Notes are admitted to trading on, and listed on, the Official List of the Luxembourg Stock Exchange, in a daily newspaper of general circulation in Luxembourg and/or on the Luxembourg Stock Exchange's website (www.luxse.com). It is expected that, in any such case a publication in a newspaper in Luxembourg is envisaged, such publication will be made in the *Luxemburger Wort* or *Tageblatt*. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange (or any other relevant authority) on which the Notes are for the time being listed or by which they have been admitted to trading including publication on the website of the relevant stock exchange or relevant authority if required by those rules. 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) or such websites 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 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 the rules of that stock exchange or authority. Any such notice shall be deemed to have been given to the holders of the Notes on the second day 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.

13. Meetings of Noteholders, Modification, Waiver

The Agency Agreement contains provisions for convening meetings of the Noteholders, including by way of conference call or by use of a videoconference platform, to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes, the Receipts, the Coupons or any of the provisions of the Agency Agreement. Such a meeting may be convened by the Issuer and shall be convened by the Issuer if required in writing by Noteholders holding not less than ten per cent. in nominal amount of the Notes for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing not less than 50 per cent. in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes, the Receipts or the Coupons (including modifying the date of maturity of the Notes or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes, the Receipts or the Coupons), the quorum shall be one or more persons holding or representing not less than three-quarters in nominal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than one half in nominal amount of the Notes for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at the meeting, and on all Receiptholders and Couponholders.

The Issuer and the Agent may agree, without the consent of the Noteholders, Receiptholders or Couponholders, to:

- (a) any modification (except as mentioned above) of the Notes, the Receipts, the Coupons or the Agency Agreement which is not, in the sole opinion of the Issuer, prejudicial to the interests of the Noteholders; or
- (b) any modification of the Notes, the Receipts, the Coupons or the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of law.

Any such modification shall be binding on the Noteholders, the Receiptholders and the Couponholders and any such modification shall be notified to the Noteholders in accordance with Condition 12 (*Notices*) as soon as practicable thereafter.

For the avoidance of doubt, any variation of the Conditions and the Agency Agreement to give effect to the Benchmark Amendments in accordance with Condition 3(d) (*Benchmark Discontinuation*) shall not require the consent or approval of Noteholders, Receiptholders or Couponholders, subject (to the extent required) to the Issuer giving any notice required to be given to, and receiving any consent required from, or non-objection from, the Competent Authority.

In addition, with respect to (i) any Series of Senior Notes or Non-Preferred Senior Notes, if at any time a MREL Disqualification Event occurs, and if Variation is specified as being applicable in the Form of Final Terms, or (ii) any Series of Subordinated Notes, if at any time a Capital Event occurs, and if Variation is specified as being applicable in the form of Final Terms, or (iii) all Notes, if at any time a Tax Event and/or an Alignment Event occurs, and if Variation is specified as being applicable in the form of Final Terms, or (iv) all Notes, if Variation is specified as being applicable in the Form of Final Terms, in order to ensure the effectiveness and enforceability of Condition 16 (*Statutory Loss Absorption Powers*), then the Issuer may, subject to giving any notice required to be given to, and receiving any consent required from, the Competent Authority and/or as appropriate the Relevant Resolution Authority (without any requirement for the consent or approval of the holders of the

relevant Notes of that Series) and having given not less than 30 nor more than 60 days' notice to the Agent and the holders of the Notes of that Series (or such other notice periods as may be specified in the Form of Final Terms, at any time vary the terms of such Notes so that they remain or, as appropriate, become, Qualifying Senior Notes, Qualifying Non-Preferred Senior Notes or Qualifying Subordinated Notes, as applicable, provided that Qualifying Senior Notes, Qualifying Non-Preferred Senior Notes or Qualifying Subordinated Notes, as applicable, shall not, immediately following such variation, be subject to a MREL Disqualification Event, a Capital Event and/or a Tax Event, as applicable.

In these Conditions:

An “**Alignment Event**” will be deemed to have occurred if, as a result of a change in or amendment to the Regulatory Capital Requirements or interpretation thereof, at any time after the Issue Date, the Issuer would be able to issue a capital instrument qualifying (i) in the case of Senior Notes or Non-Preferred Senior Notes, as eligible liabilities under the then applicable MREL Requirements, or (ii) in the case of Subordinated Notes, as Tier 2 Capital, which, in each case, contains one or more provisions that are, in the reasonable opinion of the Issuer, different in any material respect from those contained in these Conditions;

“**Qualifying Non-Preferred Senior Notes**” means securities issued by the Issuer that:

- (a) other than in respect of the effectiveness and enforceability of Condition 16 (*Statutory Loss Absorption Powers*), have terms not materially less favourable to a holder of the Non-Preferred Senior Notes (as reasonably determined by the Issuer) than the terms of the Non-Preferred Senior Notes, and they shall also (A) contain terms which at such time result in such securities being eligible to count towards fulfilment of the Issuer's and/or the Group's (as applicable) minimum requirements for own funds and eligible liabilities under the then applicable MREL Requirements; (B) have a ranking at least equal to that of the Non-Preferred Senior Notes; (C) have at least the same interest rate and the same Interest Payment Dates as those from time to time applying to the Non-Preferred Senior Notes; (D) have the same redemption rights as the Non-Preferred Senior Notes; (E) preserve any existing rights under the Notes to any accrued but unpaid interest in respect of the period from (and including) the Interest Payment Date immediately preceding the date of variation; and (F) in the event the Notes carry a rating immediately prior to such variation, are assigned (or maintain) the same or higher solicited credit ratings as were assigned to the Non-Preferred Senior Notes immediately prior to such variation (save that, for the avoidance of doubt, where any credit rating was, as a result of Condition 16 (*Statutory Loss Absorption Powers*) becoming ineffective and/or unenforceable, amended prior to such variation, reference in this sub-clause (F) shall be to such credit rating prior to such amendment);
- (b) are listed on a recognised stock exchange if the Non-Preferred Senior Notes were listed immediately prior to such variation; and
- (c) comply with the requirements provided by Article 12-*bis*, paragraph 1 of the Italian Consolidated Banking Act, as amended from time to time.

“**Qualifying Senior Notes**” means securities issued by the Issuer that:

- (a) other than in respect of the effectiveness and enforceability of Condition 16 (*Statutory Loss Absorption Powers*), have terms not materially less favourable to a holder of the Senior Notes (as reasonably determined by the Issuer) than the terms of the Senior Notes, and they shall also (A) contain terms which at such time result in such securities being eligible to count towards fulfilment of the Issuer's and/or the Group's (as applicable) minimum requirements for own funds and eligible liabilities under the then applicable MREL Requirements; (B) have a ranking

at least equal to that of the Senior Notes; (C) have at least the same interest rate and the same Interest Payment Dates as those from time to time applying to the Senior Notes; (D) have the same redemption rights as the Senior Notes; (E) preserve any existing rights under the Notes to any accrued but unpaid interest in respect of the period from (and including) the Interest Payment Date immediately preceding the date of variation; and (F) in the event the Notes carry a rating immediately prior to such variation, are assigned (or maintain) the same or higher solicited credit ratings as were assigned to the Senior Notes immediately prior to such variation (save that, for the avoidance of doubt, where any credit rating was, as a result of Condition 16 (*Statutory Loss Absorption Powers*) becoming ineffective and/or unenforceable, amended prior to such variation, reference in this sub-clause (F) shall be to such credit rating prior to such amendment); and

- (b) are listed on a recognised stock exchange if the Senior Notes were listed immediately prior to such variation.

“Qualifying Subordinated Notes” means securities issued by the Issuer that:

- (a) other than in respect of the effectiveness and enforceability of Condition 16 (*Statutory Loss Absorption Powers*), have terms not materially less favourable to a holder of the Subordinated Notes (as reasonably determined by the Issuer) than the terms of the Subordinated Notes, and they shall also (A) comply with the then-current requirements of the Regulatory Capital Requirements in relation to Tier 2 Capital, (B) have a ranking at least equal to that of the Subordinated Notes; (C) have at least the same interest rate and the same Interest Payment Dates as those from time to time applying to the Subordinated Notes; (D) have the same redemption rights as the Subordinated Notes; (E) preserve any existing rights under the Notes to any accrued but unpaid interest in respect of the period from (and including) the Interest Payment Date immediately preceding the date of variation; and (F) in the event the Notes carry a rating immediately prior to such variation, are assigned (or maintain) the same or higher solicited credit ratings as were assigned to the Subordinated Notes immediately prior to such variation (save that, for the avoidance of doubt, where any credit rating was, as a result of Condition 16 (*Statutory Loss Absorption Powers*) becoming ineffective and/or unenforceable, amended prior to such variation, reference in this sub-clause (F) shall be to such credit rating prior to such amendment); and
- (b) are listed on a recognised stock exchange if the Subordinated Notes were listed immediately prior to such variation.

For avoidance of doubt, any modification or variation pursuant to this Condition 13 is subject to the provisions of Condition 5(i) (*Conditions to Early Redemption and Purchase of Subordinated Notes*) (in respect of Subordinated Notes) and Condition 5(j) (*Conditions to Redemption and Purchase of Senior Notes and Non-Preferred Senior Notes*) (in respect of Senior Notes and Non-Preferred Senior Notes).

14. Further Issues

The Issuer shall be at liberty from time to time without the consent of the Noteholders, the Receiptholders 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 the date from which interest starts to accrue and so that the same shall be consolidated and form a single Series with the outstanding Notes.

15. Governing Law and Submission to Jurisdiction

(a) Governing law

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

(b) Submission to jurisdiction

- (i) Subject to Condition 15(b)(iii) below, the courts of Milan are to have jurisdiction to settle any dispute arising out of or in connection with the Notes, the Receipts 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, the Receipts and/or the Coupons (a “**Dispute**”) and accordingly the Issuer and any Noteholders, Receiptholders or Couponholders in relation to any Dispute submits to the exclusive jurisdiction of the courts of Milan.
- (ii) For the purposes of this Condition 15(b) the Issuer hereby irrevocably waives any objection to the courts of Milan on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.
- (iii) To the extent allowed by law, the Noteholders, the Receiptholders 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.

(c) Other documents

The Issuer has in the Agency Agreement submitted to the jurisdiction of the courts of Siena.

16. Statutory Loss Absorption Powers

By the acquisition of the Notes, each Noteholder acknowledges and agrees to be bound by the exercise of any Loss Absorption Power by the Relevant Resolution Authority that may result in the write-down or cancellation of all or a portion of the principal amount of, or distributions on, the Notes and/or the conversion of all or a portion of the principal amount of, or distributions on, the Notes into ordinary shares or other obligations of the Issuer or another person, including by means of a variation to the terms of the Notes to give effect to the exercise by the Relevant Resolution Authority of such Loss Absorption Power. Each Noteholder further acknowledges and agrees that the exercise of such Loss Absorption Power by the Relevant Resolution Authority may result in any interest accrued on the Notes remaining unpaid and/or being cancelled. Each Noteholder further agrees that the rights of the Noteholders are subject to, and will be varied if necessary so as to give effect to, the exercise of any Loss Absorption Power by the Relevant Resolution Authority.

Upon the Issuer being informed and notified by the Relevant Resolution Authority of the actual exercise of the date from which the Loss Absorption Power is effective with respect to the Notes, the Issuer shall notify the Noteholders without delay. Any delay or failure by the Issuer to give notice shall not affect the validity and enforceability of the Loss Absorption Power nor the effects on the Notes described in this Condition.

The exercise of the Loss Absorption Power by the Relevant Resolution Authority with respect to the Notes shall not constitute an Event of Default and these Terms and Conditions shall continue to apply in relation to the residual principal amount of, or outstanding amount payable with respect to, the Notes subject to any modification of the amount of distributions payable to reflect the reduction of

the principal amount, and any further modification of the terms that the Relevant Resolution Authority may decide in accordance with applicable laws and regulations relating to the resolution of credit institutions, investment firms and/or Group Entities incorporated in the relevant Member State.

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

Terms and Conditions for the Dematerialised Notes

*The following are the Terms and Conditions applicable to each Series of Notes in dematerialised form (respectively, the “**Terms and Conditions for the Dematerialised Notes**”, the “**Terms and Conditions**” or the “**Conditions**” and “**Dematerialised Notes**” or the “**Notes**”). The applicable Pricing Supplement in relation to any Tranche of Exempt Notes may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Notes. The Form of Final Terms (or the relevant provisions thereof) will complete these Terms and Conditions. Reference should be made to “Form of 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.*

*Any reference in these Terms and Conditions to “Noteholders” or “holders” in relation to any Notes shall mean the beneficial owners of Dematerialised Notes and evidenced in book entry form with Euronext Securities Milan (the commercial name of Monte Titoli S.p.A.) with registered office and principal place of business at Piazza degli Affari 6, 20123 Milan, Italy (“**Monte Titoli**”) pursuant to the relevant provisions of Legislative Decree No. 58 of 24 February 1998, as amended (the “**Financial Services Act**”) and in accordance with the CONSOB and Bank of Italy Jointed Regulation dated 13 August 2018, as subsequently amended and supplemented from time to time (the “**CONSOB and Bank of Italy Jointed 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 Banca Monte dei Paschi di Siena S.p.A. (the “**Issuer**” or “**BMPS**”). The Issuer will also act as initial paying agent for the Notes (the “**Paying Agent for the Dematerialised Notes**”), save that the Issuer is entitled to appoint a different Paying Agent for the Dematerialised Notes in accordance with Condition 9 (*Paying Agents*).

Payment of principal and interest in respect of the Notes will be credited, according to the instructions of Monte Titoli, by the Paying Agent for the 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.

In these Terms and 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.

The Final Terms for this Note (or the relevant provisions thereof) are set out in Part A of the Final Terms which complete these Conditions or, if this Note is a Note which is neither admitted to trading (i) on a regulated market in the European Economic Area (“**EEA**”) or (ii) a United Kingdom (“**UK**”) regulated market as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018, as amended, nor offered in (i) the EEA or (ii) the UK in circumstances where a prospectus is required to be published under the Prospectus Regulation or the Financial Services and Markets Act 2000, as amended, as the case may be (an “**Exempt Note**”), the final terms (or the relevant provisions thereof) are set out in Part A of the Pricing Supplement and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify the Conditions for the purposes of this Note. References to the “Form of Final Terms” are, unless otherwise stated, to Part A of the Final Terms (or the relevant provisions thereof). Any reference in the Conditions to Form of Final Terms shall be deemed to include a reference to “applicable Pricing Supplement” where relevant. The expression “**Prospectus Regulation**” means Regulation (EU) 2017/1129, as amended.

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 (i) are expressed to be consolidated and form a single series and (ii) have the same terms and conditions or terms and conditions which are the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue.

If the Notes are to be admitted to trading on the regulated market of the Luxembourg Stock Exchange the Form of Final Terms will be published on the website of the Luxembourg Stock Exchange (www.luxse.com). If this Note is an Exempt Note, the applicable Pricing Supplement will only be obtainable via email by a Noteholder holding one or more Notes and such Noteholder must produce evidence satisfactory to the Issuer and the Paying Agent for the Dematerialised Notes, as applicable, as to its holding of such Notes and identity.

The rights and powers of the Noteholders may only be exercised in accordance with relevant provisions for meetings of Noteholders attached to and deemed to form part of these Conditions (the “**Provisions for Meetings of Noteholders**”). The Noteholders are deemed to have notice of and are bound by, and shall have the benefit of, *inter alia*, the terms of the Provisions for Meetings of Noteholders.

1. Form, Denomination and Title

The Notes will be in bearer form and 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. 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 Jointed Regulation. No physical document of title will be issued in respect of the Notes.

The Notes are issued in the currency (the “**Specified Currency**”) and the denominations (the “**Specified Denomination(s)**”) specified in the Form of Final Terms, provided that (i) the minimum Specified Denomination of each Note which is specified in the Form of Final Terms as being a Senior Note shall be Euro 100,000 (or its equivalent in any other currency as at the date of issue of the relevant Notes), (ii) the minimum Specified Denomination of each Note which is specified in the Form of Final Terms as being a Non-Preferred Senior Note shall be Euro 150,000 (or its equivalent in any other currency as at the date of issue of the relevant Notes) and (iii) the minimum Specified Denomination of each Note which is specified in the Form of Final Terms as being a Subordinated Note shall be Euro 200,000 (or its equivalent in any other currency as at the date of issue of the relevant Notes). Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

Unless this Note is an Exempt Note, this Note may be a Fixed Rate Note, a Reset Note, a Floating Rate Note or a Zero Coupon Note, or a combination of any of the foregoing, depending upon the Interest Basis shown in the Form of Final Terms.

If this Note is an Exempt Note, this Note may be a Fixed Rate Note, a Reset 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 Pricing Supplement.

If this Note is an Exempt Note, this Note may also be an Instalment Note, a Partly Paid Note or a combination of any of the foregoing, depending on the Redemption/Payment Basis shown in the Form of Final Terms.

This Note is a Senior Note, a Non-Preferred Senior Note or a Subordinated Note, depending on the Status of the Notes specified in the Form of Final Terms.

Notes will be transferable only in accordance with the rules and procedures for the time being of Monte Titoli. References to the records of Euroclear and/or Clearstream, Luxembourg shall be to the records for which Monte Titoli acts as depository. References to Monte Titoli, Euroclear and/or Clearstream 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 Form of Final Terms.

2. Status of the Notes and Subordination

(a) Status of the Senior Notes

This Condition 2(a) applies only to Senior Notes (and, for the avoidance of doubt, does not apply to Non-Preferred Senior Notes).

- (i) The Senior Notes are direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank (subject to any obligations preferred by any applicable law) *pari passu* with all other unsecured obligations (other than obligations ranking junior to the Senior Notes from time to time (including Non-Preferred Senior Notes and any further obligations permitted by law to rank, and expressed to rank, junior to the Senior Notes, on or following the Issue Date), if any) of the Issuer, present and future and *pari passu* and rateably without any preference among themselves.
- (ii) Each holder of a Senior Note unconditionally and irrevocably waives any right of set-off, netting, counterclaim, abatement or other similar remedy which it might otherwise have under the laws of any jurisdiction in respect of such Senior Note.
- (iii) For the avoidance of doubt, there is no negative pledge provision in these Conditions.

(b) Status of the Non-Preferred Senior Notes

This Condition 2(b) applies only to Non-Preferred Senior Notes (and, for the avoidance of doubt, does not apply to Senior Notes).

- (i) The Non-Preferred Senior Notes (notes intended to qualify as *strumenti di debito chirografario di secondo livello* of the Issuer, as defined under Article 12-bis of the Legislative Decree No. 385 of 1 September 1993 of the Republic of Italy, as amended (the “**Italian Consolidated Banking Act**”) constitute direct, unconditional, unsubordinated, and unsecured and non-preferred obligations of the Issuer, ranking:
 - (a) junior to Senior Notes and any other unsecured and unsubordinated obligations of the Issuer which rank, or are expressed to rank by their terms, senior to the Non-Preferred Senior Notes, including claims arising from the excluded liabilities within the meaning of Article 72a(2) of the CRR;
 - (b) *pari passu* without any preferences among themselves, and with all other present or future obligations of the Issuer which do not rank or are not expressed by their terms to rank junior or senior to the relevant Non-Preferred Senior Notes; and
 - (c) in priority to any subordinated instruments and to the claims of shareholders of the Issuer, pursuant to Article 91, section 1-bis, letter c-bis of the Italian Consolidated Banking Act, as amended from time to time.

- (ii) Each holder of a Non-Preferred Senior Note unconditionally and irrevocably waives any right of set-off, netting, counterclaim, abatement or other similar remedy which it might otherwise have under the laws of any jurisdiction in respect of such Non-Preferred Senior Note.
- (iii) For the avoidance of doubt, there is no negative pledge provision in these Conditions.

(c) Status of the Subordinated Notes

This Condition 2(c) applies only to Subordinated Notes.

- (i) Subject as set out below, the Subordinated Notes (notes intended to qualify as Tier 2 Capital for regulatory capital purposes, in accordance with Part II, Chapter 1 of the Bank of Italy's *Disposizioni di Vigilanza per le Banche*, as set out in Bank of Italy Circular No. 285 of 17 December 2013, as amended or supplemented from time to time (the “**Bank of Italy Regulations**”), including any successor regulations, and Article 63 of the CRR) (the “**Subordinated Notes**”) constitute direct, unconditional, subordinated and unsecured obligations of the Issuer and rank:
 - (a) after all unsubordinated, unsecured creditors (including depositors and holders of Senior Notes and Non-Preferred Senior Notes) of the Issuer and after all creditors of the Issuer holding instruments that are less subordinated than the relevant Subordinated Notes
 - (b) at least *pari passu* without any preference among themselves and with all other present and future subordinated obligations of the Issuer that are not expressed by their terms to rank or which do not rank junior or senior to the relevant Subordinated Notes; and
 - (c) in priority to the claims of shareholders of the Issuer and to all other present and future subordinated obligations of the Issuer which do not rank or are not expressed by their terms to rank senior or *pari passu* to the relevant Subordinated Notes.
- (ii) In relation to each Series of Subordinated Notes all Subordinated Notes of such Series will be treated equally and all amounts paid by BMPS in respect of principal and interest thereon will be paid *pro rata* on all Subordinated Notes of such Series.
- (iii) Each holder of a Subordinated Note unconditionally and irrevocably waives any right of set-off, netting, counterclaim, abatement or other similar remedy which it might otherwise have, under the laws of any jurisdiction, in respect of such Subordinated Note.
- (iv) For the avoidance of doubt, there is no negative pledge provision in these Conditions.

In the event the Subordinated Notes of any Series cease to qualify, in their entirety, as own funds in the form of Tier 2 Capital, such Subordinated Notes shall rank subordinated and junior to unsubordinated unsecured creditors (including depositors and holders of Senior Notes and Non-Preferred Senior Notes) of the Issuer, *pari passu* among themselves and with the Issuer's obligations in respect of any other instruments which have ceased to qualify, in their entirety, as own funds items (*elementi di fondi propri*) and with all other present and future subordinated obligations of the Issuer which do not rank or are not expressed by their terms and/or by mandatory and/or overriding provisions of law to rank junior or senior to the relevant Subordinated Notes (which have so ceased to qualify, in their entirety, as own funds in the form of Tier 2 Capital) and senior to own fund items (*elementi di fondi propri*).

3. Interest

(a) 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 payable in arrear on the relevant Interest Payment Date(s) in each year up to (and including) the Maturity Date.

Except as provided in the Form of Final Terms, the amount of interest payable on the relevant Interest Payment Date will amount to the Fixed Coupon Amount specified in the Form of Final Terms. Payments of interest on any Interest Payment Date will, if so specified in the Form of Final Terms, amount to the Broken Amount so specified.

Except in the case of Notes where a Fixed Coupon Amount or Broken Amount is specified in the Form of Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to the aggregate outstanding nominal amount of the Fixed Rate Notes (or, if they are Partly Paid Notes, the aggregate amount paid up) 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.

“Day Count Fraction” means, in respect of the calculation of an amount of interest in accordance with this Condition 3(a):

- (i) if **“Actual/Actual (ICMA)”** is specified in the Form of Final Terms:
 - (a) 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 (1) the number of days in such Determination Period and (2) the number of Determination Dates that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year; or
 - (b) in the case of Notes where the Accrual Period is longer than the Determination Period commencing on the last Interest Payment Date on which interest was paid (or, if none, the Interest Commencement Date), the sum of:
 - (1) 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 assuming interest was to be payable in respect of the whole of that year; and
 - (2) 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 assuming interest was to be payable in respect of the whole of that year; and
- (ii) if **“30/360”** is specified in the Form of 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.

In these Conditions:

“Determination Period” means the period from and including a Determination Date to but excluding the next Determination 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, means one cent.

(b) Interest on Reset Notes

(i) Rates of Interest and Interest Payment Dates

Each Reset Note bears interest:

- (A) from (and including) the Interest Commencement Date until (but excluding) the First Reset Date at the Initial Rate of Interest;
- (B) from (and including) the First Reset Date until (but excluding) the Second Reset Date or, if no such Second Reset Date is specified in the Form of Final Terms, the Maturity Date at the rate per annum equal to the First Reset Rate of Interest; and
- (C) for each Subsequent Reset Period thereafter (if any), at the relevant Subsequent Reset Rate of Interest,

payable, in each case, in arrear on each Interest Payment Date and on the Maturity Date if that does not fall on an Interest Payment Date. The Rate of Interest and the Interest Amount payable shall be determined by the Calculation Agent, (i) in the case of the Rate of Interest, at or as soon as practicable after each time at which the Rate of Interest is to be determined, subject to Condition 3(d) (*Benchmark Discontinuation*) below, and (ii) in the case of the Interest Amount in accordance with the provisions for calculating amounts of interest in Condition 3(a) (*Interest on Fixed Rate Notes*). Unless otherwise stated in the applicable Final Terms the Rate of Interest (inclusive of the First or Subsequent Margin) shall not be deemed to be less than zero.

For the purposes of the Conditions:

“Calculation Agent” means the Paying Agent for the Dematerialised Notes or such other entity designated for such purpose as is specified in the applicable Final Terms.

“First Margin” means the margin specified as such in the Form of Final Terms;

“First Reset Date” means the date specified in the Form of Final Terms;

“First Reset Period” means the period from (and including) the First Reset Date until (but excluding) the Second Reset Date or, if no such Second Reset Date is specified in the Form of Final Terms, the Maturity Date;

“First Reset Rate of Interest” means, in respect of the First Reset Period and subject to Condition 3(b)(ii), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Mid-Swap Rate and the First Margin;

“Initial Rate of Interest” has the meaning specified in the Form of Final Terms;

“Interest Commencement Date” means the date specified as such in the Form of Final Terms;

“Mid-Market Swap Rate” means for any Reset Period the 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 (i) has a term equal to the relevant Reset Period and commencing on the relevant Reset Date, (ii) 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 (iii) has a floating leg based on the Mid-Swap Floating Leg Benchmark Rate for the Mid-Swap Maturity (as specified in the Form of Final Terms) (calculated on the day count basis customary for floating rate payments in the Specified Currency as determined by the Calculation Agent);

“Mid-Market Swap Rate Quotation” means a quotation (expressed as a percentage rate per annum) for the relevant Mid-Market Swap Rate;

“Mid-Swap Floating Leg Benchmark Rate” means EURIBOR if the Specified Currency is euro;

“Mid-Swap Rate” means, in relation to a Reset Determination Date and subject to Condition 3(b)(ii), either:

(A) if Single Mid-Swap Rate is specified in the Form of Final Terms, the rate for swaps in the Specified Currency:

- (i) with a term equal to the relevant Reset Period; and
- (ii) commencing on the relevant Reset Date,

which appears on the Relevant Screen Page; or

(B) if Mean Mid-Swap Rate is specified in the Form of Final Terms, the arithmetic mean (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the bid and offered swap rate quotations for swaps in the Specified Currency:

- (i) with a term equal to the relevant Reset Period; and
- (ii) commencing on the relevant Reset Date,

which appear on the Relevant Screen Page,

in either case, as at approximately 11.00 a.m. in the principal financial centre of the Specified Currency on such Reset Determination Date, all as determined by the Calculation Agent;

“Rate of Interest” means the Initial Rate of Interest, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest, as applicable;

“Reset Date” means the First Reset Date, the Second Reset Date and each Subsequent Reset Date (as applicable);

“Reset Determination Date” means, in respect of the First Reset Period, the second Business Day prior to the First Reset Date, in respect of the first Subsequent Reset Period, the second Business Day prior to the Second Reset Date and, in respect of each Subsequent Reset Period thereafter, the second Business Day prior to the first day of each such Subsequent Reset Period;

“Reset Period” means the First Reset Period or a Subsequent Reset Period, as the case may be;

“Second Reset Date” means the date specified in the Form of Final Terms;

“Subsequent Margin” means the margin specified as such in the Form of Final Terms;

“Subsequent Reset Date” means the date or dates specified in the Form of Final Terms;

“Subsequent Reset Period” means the period from (and including) the Second Reset Date to (but excluding) the next Subsequent Reset Date, and each successive period from (and including) a Subsequent Reset Date to (but excluding) the next succeeding Subsequent Reset Date; and

“Subsequent Reset Rate of Interest” means, in respect of any Subsequent Reset Period and subject to Condition 3(b)(ii), the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum of the relevant Mid-Swap Rate and the relevant Subsequent Margin.

(ii) *Fallbacks*

If on any Reset Determination Date the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page, the Issuer (or an agent appointed by the Issuer) shall, subject as provided in Condition 3(d) (*Benchmark Discontinuation*), request each of the Reference Banks (as defined below) to provide the Issuer (or an agent appointed by the Issuer) with its Mid-Market Swap Rate Quotation as at approximately 11.00 a.m. in the principal financial centre of the Specified Currency on the Reset Determination Date in question.

If two or more of the Reference Banks provide the Issuer (or an agent appointed by the Issuer) with Mid-Market Swap Rate Quotations, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be the sum of the arithmetic mean (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the relevant Mid-Market Swap Rate Quotations and the First Margin or Subsequent Margin (as applicable), all as determined by the Calculation Agent.

If on any Reset Determination Date only one or none of the Reference Banks provides the Issuer (or an agent appointed by the Issuer) with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this paragraph, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) shall be determined to be the Rate of Interest as at the last preceding Reset Date or, in the case of the first Reset Determination Date, the First Reset Rate of Interest shall be the Initial Rate of Interest.

For the purposes of this Condition 3(b)(ii) **“Reference Banks”** means the principal office in the principal financial centre of the Specified Currency of four major banks in the swap, money, securities or other market most closely connected with the relevant Mid-Swap Rate as selected by the Issuer on the advice of an investment bank of international repute.

(c) **Interest on Floating Rate Notes**

(i) *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:

- (A) the Specified Interest Payment Date(s) (each an “**Interest Payment Date**”) in each year specified in the Form of Final Terms; or
- (B) if no Specified Interest Payment Date(s) is/are specified in the Form of Final Terms, each date (each an “**Interest Payment Date**”) which falls the number of months or other period specified as the Specified Period in the Form of 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 the 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).

If a Business Day Convention is specified in the Form of 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:

- (1) in any case where Specified Periods are specified in accordance with Condition 3(c)(i)(B) above, the Floating Rate Convention, such Interest Payment Date (i) in the case of (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of paragraph (B) above shall apply mutatis mutandis or (ii) 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 (A) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (B) each subsequent Interest Payment Date shall be the last Business Day in the month which falls in the Specified Period after the preceding applicable Interest Payment Date occurred; or
- (2) the Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (3) 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
- (4) the Preceding Business Day Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day.

In the Conditions, “**Business Day**” means:

- (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 (other than T2) specified in the Form of Final Terms;

- (B) if T2 is specified as an Additional Business Centre in the applicable Final Terms, 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;
- (C) either (1) 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 (2) in relation to any sum payable in euro, a day on which T2 is open.

(ii) *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 in the Form of Final Terms.

(A) ISDA Determination for Floating Rate Notes

Where ISDA Determination is specified in the Form of Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for the relevant Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the Form of Final Terms) the Margin (if any) provided that in any circumstances where under the ISDA Definitions the Calculation Agent would be required to exercise any discretion, including the selection of any reference banks and seeking quotations from reference banks, when calculating the relevant ISDA Rate, the relevant determination(s) which require the Calculation Agent to exercise its discretion shall instead be made by the Issuer (or an agent appointed by the Issuer). For the purposes of this sub paragraph (A), “**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 (i) if “2006 ISDA Definitions” is specified in the applicable Final Terms, the 2006 ISDA Definitions as published by the International Swaps and Derivatives Association, Inc. (“**ISDA**”), as amended and updated as at the Issue Date of the first Tranche of the Notes and as supplemented by the 2006 ISDA Definitions Benchmarks Annex to the ISDA Benchmarks Supplement, as published by ISDA on 19 September 2018; or (ii) if “2021 ISDA Definitions” is specified in the applicable Final Terms, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions as available on ISDA Library as at the Issue Date of the first Tranche of the Notes (together, the “**ISDA Definitions**”) and under which:

- (1) the Floating Rate Option is as specified in the applicable Final Terms;
- (2) the Designated Maturity is a period specified in the applicable Final Terms; and
- (3) the relevant Reset Date is the day specified in the applicable Final Terms.

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

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

(B) Screen Rate Determination for Floating Rate Notes

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for the relevant Interest Period will, subject to Condition 3(d) (*Benchmark Discontinuation*) below, be either:

- (1) the offered quotation; or
- (2) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate (being the Eurozone inter-bank offered rate (“**EURIBOR**”), as specified in the relevant Final Terms, which appears or appear, as the case may be, on the Relevant Screen Page as at 11.00 a.m. (Brussels time) on the Interest Determination Date in question 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 offered quotations are available on the Relevant Screen Page (or such replacement page on that service which displays the information), 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.

If the Relevant Screen Page is not available or if, in the case of paragraph (1) above, no offered quotation appears or, in the case of paragraph (2) above, fewer than three offered quotations appear, in each case as at the Specified Time, the Issuer shall request each of the Reference Banks to provide the Issuer (or an agent appointed by the Issuer) with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately the Specified Time on the Interest Determination Date in question and the Issuer shall provide such offered quotations promptly to the Calculation Agent. If two or more of the Reference Banks provide the Issuer (or an agent appointed by the Issuer) with 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 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 Issuer (or an agent appointed by the Issuer) with 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 the Issuer (or an agent appointed by the Issuer) by the Reference Banks or any two or more of them, at which such banks were offered, at approximately the Specified Time on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Issuer (or an agent appointed by the Issuer) with offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean (rounded as provided above) of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which,

at approximately the Specified Time on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for the purpose) informs the Issuer (or an agent appointed by the Issuer) it is quoting to leading banks in the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) plus or minus (as appropriate) the 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 Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period in place of the Margin relating to that last preceding Interest Period).

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

For the purposes of this Condition 3(c)(ii), “**Reference Banks**” means, in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone inter-bank market selected by Issuer.

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

If the Form of 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 Condition 3(c)(ii) 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 Form of 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 Condition 3(c)(ii) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(iv) *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 aggregate outstanding nominal amount of the Floating Rate Notes (or, if they are Partly Paid Notes, the aggregate amount paid up) 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.

“**Day Count Fraction**” means, in respect of the calculation of an amount of interest for any Interest Period:

- (i) if “**Actual/Actual (ISDA)**” or “**Actual/Actual**” is specified in the Form of 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 (A) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (B) 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 Form of Final Terms, the actual number of days in the Interest Period divided by 365;
- (iii) if “**Actual/365 (sterling)**” is specified in the Form of 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 Form of 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 Form of Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Interest Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

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

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

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

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

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Interest Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

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

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

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

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

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Interest Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“**D₁**” 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 D₁ will be 30; and

“**D₂**” 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 D₂ will be 30.

(v) *Linear Interpolation*

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the Form of 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 Form of Final Terms) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the Form of 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 calculate the Rate of Interest at such time and by reference to such sources as the Issuer, in consultation with an Independent Adviser appointed by the Issuer, and such Independent

Adviser acting in good faith and in a commercially reasonable manner as an expert, determines appropriate.

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

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

Subject to Condition 3(d) (*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 Monte Titoli, the Paying Agent for the Dematerialised Notes (as applicable), the Issuer and any stock exchange (or listing agent as the case may be) 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 10 (*Notices*) as soon as possible after their determination but in no event later than the fourth Milan 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 promptly be 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 10 (*Notices*). For the purposes of this paragraph, the expression “Milan Business Day” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in Milan.

(vii) *Certificates to be final*

All certificates, communications, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 3(c), by the Paying Agent for the Dematerialised Notes or the Calculation Agent, as applicable, shall (in the absence of manifest error) be binding on the Issuer, Monte Titoli, the Paying Agent for the Dematerialised Notes (as applicable), all Noteholders, and (in the absence of wilful default, gross negligence or bad faith) no liability to the Issuer or the Noteholders shall attach to Monte Titoli, the Paying Agent for the Dematerialised Notes or the Calculation Agent, as applicable, in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(d) Benchmark Discontinuation

This Condition 3(d) is applicable to Notes only if the Floating Rate Note Provisions or the Reset Note Provisions are specified in the applicable Final Terms as being applicable.

(i) *Independent Adviser*

Notwithstanding the provisions above in Condition 3(c) (*Interest on Floating Rate Notes*) or Condition 3(b) (*Interest on Reset Notes*), if a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, failing which an Alternative Rate (in accordance with Condition 3(d)(ii) (*Successor Rate or Alternative Rate*)) and, in either case, an Adjustment Spread if any (in accordance with Condition 3(d)(iii) (*Adjustment Spread*)) and whether any Benchmark Amendments (in accordance with Condition 3(d)(iv) (*Benchmark Amendments*)) are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread.

An Independent Adviser appointed pursuant to this Condition 3(d)(i) 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 Paying Agent for the Dematerialised Notes, the Calculation Agent, the Noteholders for any determination made by it pursuant to this Condition 3(d).

If (i) the Issuer is unable to appoint an Independent Adviser; or (ii) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 3(d)(i) prior to the relevant Interest Determination Date or Reset Determination Date, as the case may be, the Issuer (acting in good faith and in a commercially reasonable manner) may determine a Successor Rate or, failing which, an Alternative Rate, provided however that if the Issuer is unable or unwilling to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 3(d)(i) prior to the relevant Interest Determination Date or Reset Determination Date, as the case may be, it shall provide notice of that fact to the Calculation Agent and the Noteholders not less than 2 Business Days prior the relevant Interest Determination Date or Reset Determination Date and (i) in the case of the Rate of Interest on Floating Rate Notes, the Rate of Interest applicable to the next succeeding 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 or (ii) in the case of the First Reset Rate of Interest on Reset Notes, the Rate of Interest shall be equal to the Initial Rate of Interest or (iii) in the case of the Subsequent Reset Rate of Interest on Reset Notes, the Rate of Interest shall be equal to the Subsequent Reset Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Reset Period or if the immediately preceding Reset Period is the First Reset Period, the First Reset Rate of Interest. If there has not been a first Interest Payment Date or First Reset Date, the Rate of Interest for Floating Rate Notes shall be the initial Rate of Interest and the Rate of Interest for Reset Notes shall be the Initial Rate of Interest (as applicable). Where a different Margin or Maximum or Minimum Rate of Interest or First Margin or Subsequent Margin (as applicable) is to be applied to the relevant Interest Period or Reset Period (as applicable) from that which applied to the last preceding Interest Period or Reset Period (as applicable), the Margin or Maximum or Minimum Rate of Interest or First Margin or Subsequent Margin (as applicable) relating to the relevant Interest Period or Reset Period (as applicable) shall be substituted in place of the Margin or Maximum or Minimum Rate of Interest or First Margin or Subsequent Margin relating to that last preceding Interest Period or Reset Period (as applicable). For the avoidance of doubt, this Condition 3(d)(i) shall apply to the relevant next succeeding Interest Period or Reset Period (as applicable) only and any subsequent Interest Periods or Reset Periods (as applicable) are subject to the subsequent operation of, and to adjustment as provided in, this Condition 3(d)(i).

(ii) *Successor Rate or Alternative Rate*

If the Independent Adviser or the Issuer (if it is unable to appoint an Independent Adviser or if the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with Condition 3(d)(i) (*Independent Adviser*) prior to the relevant Interest Determination Date or Reset Determination Date, as the case may be) acting in good faith and in a commercially reasonable manner determines that:

- (a) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 3(d)(iii) (*Adjustment Spread*)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 3(d)); or

- (b) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 3(d)(iii) (*Adjustment Spread*)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the operation of this Condition 3(d)).

(iii) *Adjustment Spread*

If the Independent Adviser or the Issuer (if it is unable to appoint an Independent Adviser or if the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with Condition 3(d)(i) (*Independent Adviser*) prior to the relevant Interest Determination Date or Reset Determination Date, as the case may be) acting in good faith and in a commercially reasonable manner 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 a 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).

(iv) *Benchmark Amendments*

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 3(d) and the Independent Adviser or the Issuer (if it is unable to appoint an Independent Adviser or if the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with Condition 3(d)(i) (*Independent Adviser*) prior to the relevant Interest Determination Date or Reset Determination Date, as the case may be) acting in good faith and in a commercially reasonable manner determines (i) that amendments to these Conditions (and any agency agreement entered into by the Issuer to appoint a different Paying Agent for the Dematerialised Notes in accordance with Condition 9 (*Paying Agents*), as applicable), including but not limited to Relevant Screen Page, are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread and/or necessary or appropriate to comply with any applicable regulation or guidelines on the use of benchmarks or other related document issued by the competent regulatory authority (such amendments, the “**Benchmark Amendments**”) and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 3(d)(v) (*Notices*) 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 any agency agreement entered into by the Issuer to appoint a different Paying Agent for the Dematerialised Notes in accordance with Condition 9 (*Paying Agents*), as applicable) to give effect to such Benchmark Amendments with effect from the date specified in such notice.

In connection with any such variation in accordance with this Condition 3(d)(iv), 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.

Notwithstanding any other provision of this Condition 3(d), no Successor Rate, Alternative Rate or Adjustment Spread will be adopted, nor will any other amendment to the terms and conditions of any Series of Notes be made to effect the Benchmark Amendments, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to prejudice the qualification of the relevant Series of Subordinated Notes as Tier 2 Capital of the Issuer and/or the Group and/or (i) result in the exclusion of the relevant Series of Senior Notes or Non-Preferred Senior Notes from the eligible liabilities available to meet the MREL Requirements or (ii) (in the case of Senior Notes or Non-Preferred Senior Notes only) result in

the Competent Authority and/or the Relevant Resolution Authority treating the Interest Payment Date or Reset Date, as the case may be, as the effective maturity date of the Notes, rather than the relevant maturity date. In such cases (i) the Rate of Interest on Floating Rate Notes applicable to the next succeeding 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 or (ii) in the case of the First Reset Rate of Interest on Reset Notes, the Rate of Interest shall be equal to the Initial Rate of Interest or (iii) in the case of the Subsequent Reset Rate of Interest on Reset Notes, the Rate of Interest shall be equal to the Subsequent Reset Rate of Interest last determined in relation to the Notes in respect of the immediately preceding Reset Period or if the immediately preceding Reset Period is the First Reset Period, the First Reset Rate of Interest. If there has not been a first Interest Payment Date or First Reset Date, the Rate of Interest for Floating Rate Notes shall be the initial Rate of Interest and the Rate of Interest for Reset Notes shall be the Initial Rate of Interest (as applicable).

Where a different Margin or Maximum or Minimum Rate of Interest or First Margin or Subsequent Margin (as applicable) is to be applied to the relevant Interest Period or Reset Period (as applicable) from that which applied to the last preceding Interest Period or Reset Period (as applicable), the Margin or Maximum or Minimum Rate of Interest or First Margin or Subsequent Margin (as applicable) relating to the relevant Interest Period or Reset Period (as applicable) shall be substituted in place of the Margin or Maximum or Minimum Rate of Interest or First Margin or Subsequent Margin relating to that last preceding Interest Period or Reset Period.

The Paying Agent for the Dematerialised Notes shall not be obliged to effect any Benchmark Amendment if in the reasonable opinion of the Paying Agent for the Dematerialised Notes doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Paying Agent for the Dematerialised Notes in these Conditions (and/or any agency agreement entered into by the Issuer to appoint a different Paying Agent for the Dematerialised Notes in accordance with Condition 9 (*Paying Agents*), as applicable) in any way.

In no event shall the Calculation Agent be responsible for determining any Successor Rate, Alternative Rate, Adjustment Spread, Benchmark Amendments or Benchmark Event. The Calculation Agent will be entitled to conclusively rely on any determinations made by the Issuer or the Independent Adviser and will have no liability for such actions taken at the direction of the Issuer or the Independent Adviser.

Notwithstanding any other provisions of this Condition 3(d), if in the Calculation Agent's reasonable opinion there is any uncertainty between two or more alternative courses of action in making any determination or calculation under this condition 3(d), the Calculation Agent shall promptly notify the Issuer thereof and the Issuer shall direct the Calculation Agent in writing as to which alternative course of action to adopt. If the Calculation Agent is not promptly provided with such direction, or is otherwise unable to make such calculation or determinations for any reason, it shall notify the Issuer thereof and the Calculation Agent shall be under no obligation to make such calculation or determination and shall not incur any liability for not doing so.

(v) *Notices*

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 3(d), or as applicable, any determination by the Issuer that no Successor Rate, Alternative Rate or Adjustment Spread will be adopted and that no amendments to the Terms and Conditions of any series of Notes to effect any Benchmark Amendments shall be made and that the fallbacks provided under

Condition 3(d)(iv) above shall apply, will be notified promptly (but in any event no later than 2 Business Days prior to the relevant Interest Determination Date or Reset Determination Date) by the Issuer to the Calculation Agent, the Paying Agent for the Dematerialised Notes and, in accordance with Condition 10 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

(vi) *Survival of Original Reference Rate*

Without prejudice to the obligations of the Issuer under Conditions 3(d)(i) (*Independent Adviser*) to 3(d)(iv) (*Benchmark Amendments*), the Original Reference Rate and the fallback provisions provided for in Condition 3(b)(ii) (*Interest on Reset Notes – Fallbacks*) and Condition 3(c)(ii)(B) (*Screen Rate Determination for Floating Rate Notes*) will continue to apply unless and until a Benchmark Event has occurred.

(vii) *Definitions*

For the purposes of this Condition 3(d):

“**Adjustment Spread**” means either a spread (which may be positive, negative or zero), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser or the Issuer (as applicable) 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 reasonably 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:

- (a) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate);
- (b) the Independent Adviser or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner), is recognised or acknowledged as being the industry standard for international debt capital market transactions or 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 if the Issuer determines that no such industry standard is recognised or acknowledged); or
- (c) the Independent Adviser or the Issuer (as applicable) 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 or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner) in accordance with Condition 3(d)(ii) (*Successor Rate or Alternative Rate*) is customary in market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Notes;

“**Benchmark Amendments**” has the meaning given to it in Condition 3(d)(iv) (*Benchmark Amendments*);

“**Benchmark Event**” means:

- (a) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or
- (b) a public statement by the administrator of the Original Reference Rate that it will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or
- (c) a public statement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or
- (d) 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;
- (e) a public statement by the supervisor of the administrator of the Original Reference Rate announcing that such Original Reference Rate is no longer representative of its relevant underlying market, within the following six months; or
- (f) it has become unlawful for the Paying Agent for the Dematerialised Notes, the Calculation Agent, the Issuer or other party to calculate any payments due to be made to any Noteholder using the Original Reference Rate;

provided that in the case of sub-paragraphs (b), (c) (d) and (e) above, the Benchmark Event shall occur on the date of the cessation of publication of the Original Reference Rate, the discontinuation of the Original Reference Rate, or the prohibition of use of the Original Reference Rate, as the case may be, and not the date of the relevant public statement;

“Independent Adviser” means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by the Issuer under Condition 3(d)(i) (*Independent Adviser*);

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

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

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

“Successor Rate” means the rate that the Independent Adviser or the Issuer (as applicable) determines (acting in good faith and in a commercially reasonable manner) is a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

(e) Exempt Notes

In the case of Exempt Notes which are also Floating Rate Notes where the applicable Pricing Supplement identifies that Screen Rate Determination applies to the calculation of interest, if the Reference Rate from time to time is specified in the applicable Pricing Supplement as being other than EURIBOR, the Rate of Interest in respect of such Exempt Notes will be determined as provided in the applicable Pricing Supplement.

In the case of Exempt Notes which are not also Fixed Rate Notes or Floating Rate, if the rate or amount of interest falls to be determined by reference to an exchange rate, the rate or amount of interest payable shall be determined in the manner specified in the applicable Pricing Supplement.

Interest on Partly Paid Notes

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified in the applicable Pricing Supplement.

(f) 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 the date on which all amounts due in respect of such Note have been paid.

4. Payments

(a) Payments to Noteholders

Payment of principal and interest in respect of the Notes will be credited, according to the instructions of Monte Titoli, by the Paying Agent for the 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.

(b) Method of payment

Subject as provided below:

- (i) 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 or Auckland, respectively); and
- (ii) payments in euro will be made by Monte Titoli crediting the euro accounts of the relevant intermediaries, on behalf of the Noteholders, as evidenced in Monte Titoli's records.

(c) Payments Subject to Fiscal and Other Laws

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in any jurisdiction, but without prejudice to the provisions of Condition 6 (*Taxation*), and (ii) any

withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the “**Code**”) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 6 (*Taxation*)) any law implementing an intergovernmental approach thereto.

(d) 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 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 7 (*Prescription*)) is:

- (i) 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):
 - (A) in Milan; and
 - (B) in each Additional Financial Centre (other than T2) specified in the Form of Final Terms; and
- (ii) if T2 is specified as an Additional Financial Centre in the applicable Final Terms, a day on which T2 is open; and
- (iii) either (1) 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 or Auckland, respectively) or (2) in relation to any sum payable in euro, a day on which the T2 is open.

(e) Interpretation of principal and interest

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

- (i) any additional amounts which may be payable with respect to principal under Condition 6 (*Taxation*);
- (ii) the Final Redemption Amount of the Notes;
- (iii) the Early Redemption Amount of the Notes;
- (iv) the Optional Redemption Amount(s) (if any) of the Notes;
- (v) in relation to Exempt Notes redeemable in instalments, the Instalment Amounts;
- (vi) in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 5(g) (*Early Redemption Amounts*)); and
- (vii) 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 6 (*Taxation*).

5. Redemption and Purchase

(a) Redemption at maturity

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the Issuer (i) at least *at par* in case of Fixed Rate Notes, Reset Notes, Floating Rate Notes and Zero Coupon Notes, as specified in the Form of Final Terms in the relevant Specified Currency and on the Maturity Date specified in the Form of Final Terms (ii) in the case of Exempt Notes, at its Final Redemption Amount specified in the applicable Pricing Supplement in the relevant Specified Currency on the Maturity Date specified in the Applicable Pricing Supplement.

(b) Redemption for tax reasons

Subject to Condition 5(g) below, Notes may be redeemed at the option of the Issuer (subject to, in the case of Subordinated Notes, the provisions of Condition 5(i) below and, in the case of Senior Notes and Non-Preferred Senior Notes, to the provisions of Condition 5(j) below) 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 Form of Final Terms to Monte Titoli, the Paying Agent for the Dematerialised Notes and, in accordance with Condition 10 (*Notices*), the Noteholders (which notice shall be irrevocable), if a Tax Event occurs, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due.

Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall make available to the Noteholders (i) a certificate signed by two Directors 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 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.

The Paying Agent for the Dematerialised Notes is not responsible, nor shall it incur any liability, for monitoring or ascertaining as to whether any certifications and/or opinions required by this Condition 5(b) is provided, nor shall it be required to review, check or analyse any certifications and/or opinions produced nor shall it be responsible for the contents of any such certifications and/or opinions or incur any liability in the event the content of such certification is inaccurate or incorrect.

Each Note redeemed pursuant to this Condition 5(b) will be redeemed at its Early Redemption Amount referred to in Condition 5(g) below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

A “**Tax Event**” is deemed to have occurred if:

- (i) on the occasion of the next payment due under the Notes (in the case of Subordinated Notes, in respect of payments of interest only), the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 6 (*Taxation*) and, in making payment itself, would be required to pay such additional amounts, in each case as a result of any change in, or amendment to, the laws or regulations of a Tax Jurisdiction (as defined in Condition 6 (*Taxation*)) or any political subdivision of, or any authority in, or of, a Tax Jurisdiction 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 on which agreement is reached to issue the first Tranche of the Notes, provided that (i) in the case of any redemption of Subordinated Notes proposed to be made prior to the fifth anniversary of the Issue Date, under the relevant Regulatory Capital Requirements Subordinated Notes the Issuer demonstrates to the satisfaction of the relevant Competent Authority that such change or amendment is material and was not reasonably foreseeable by BMPS as at the date of the issue of the relevant Subordinated Notes; and (ii) in the case of any redemption of Senior Notes and Non-Preferred Senior Notes, the Issuer is compliant with any conditions to such redemption prescribed by the MREL Requirements at the relevant times (including any requirements applicable to such redemption due to the qualification of such Senior Notes or Non-Preferred Notes at such time as eligible liabilities available to meet the MREL Requirements); and

(ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it.

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

If Issuer Call is specified as being applicable in the Form of Final Terms, the Issuer may (subject to, in the case Subordinated Notes, the provisions of Condition 5(i) below and, in the cases of Senior Notes and Non-Preferred Senior Notes, the provisions of Condition 5(j) below), having given not less than the minimum period nor more than the maximum period of notice specified in the Form of Final Terms to Monte Titoli and the Paying Agent for the Dematerialised Notes and, in accordance with Condition 10 (*Notices*), 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(s) specified in the Form of Final Terms together, if appropriate, with interest accrued to (but excluding) the relevant Optional Redemption Date. 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 Form of Final Terms.

In the case of a partial redemption of Notes, the Notes to be redeemed, pursuant to this Condition 5(c) will be redeemed in compliance with applicable law and the rules of Monte Titoli, and the Optional Redemption Amount will be divided among all the Noteholders of the relevant Series pro rata to the principal amount outstanding of the Notes then held by the individual Noteholders.

(d) Redemption for Regulatory Reasons

In respect of any Series of Subordinated Notes, if Regulatory Call is specified in the Form of Final Terms, upon occurrence of a Capital Event, the Issuer may (subject to the provisions of Condition 5(i) below), on any Interest Payment Date (if this Note is a Floating Rate Note), or at any time (if this Note is not a Floating Rate Note), on giving not less than 15 nor more than 30 days' notice to Monte Titoli, the Paying Agent for the Dematerialised Notes and in accordance with Condition 10 (*Notices*) irrevocable notice to the Noteholders (or such other notice period as may be specified hereon) redeem all (but not some only) of the Notes then outstanding at any time at their Early Redemption Amount referred to in Condition 5(f) below together (if appropriate) with interest accrued to (but excluding) the date fixed for redemption.

For the purpose of these Conditions:

a "**Capital Event**" is deemed to have occurred if, as a result of any change in the regulatory classification of the Notes under the Regulatory Capital Requirements, the Notes are (or would be) excluded (in whole or in part) from the Tier 2 Capital of the Issuer and/or the Group and, in respect of any redemption of Subordinated Notes proposed to be made prior to the fifth anniversary of the Issue Date, both of the following conditions are met: (i) the Issuer demonstrates to the satisfaction of

the relevant Competent Authority that the change in the regulatory classification of the Subordinated Notes was not reasonably foreseeable by the Issuer as at the Issue Date of the Notes and (ii) the Competent Authority considers such a change to be reasonably certain;

“**Competent Authority**” means the Bank of Italy and/or, to the extent applicable in any relevant situation, the European Central Bank or any successor or replacement entity to either, or other authority or authorities having primary responsibility for the prudential oversight and supervision of the Issuer at the relevant time; and

“**Tier 2 Capital**” has the meaning given to it by the Regulatory Capital Requirements from time to time.

(e) Issuer Call due to MREL Disqualification Event

In respect of any Series of Senior Notes or Non-Preferred Senior Notes where Issuer Call due to MREL Disqualification Event is specified as being applicable in the Form of Final Terms, then the Issuer may (subject to the provisions of Condition 5(j) below) on any Interest Payment Date (if this Note is a Floating Rate Note), or at any time (if this Note is not a Floating Rate Note), on giving not less than the minimum period nor more than the maximum period of notice specified in the Form of Final Terms to the Noteholders, Monte Titoli, the Paying Agent for the Dematerialised Notes in accordance with Condition 10 (*Notices*) (which notice shall be irrevocable), redeem all (but not some only) of the Notes then outstanding at any time at their Early Redemption Amount as described in Condition 5(f) below (if appropriate) with interest accrued to (but excluding) the date fixed for redemption, if the Issuer determines that a MREL Disqualification Event has occurred and is continuing.

As used in these Conditions:

“**BRRD**” means Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms, as amended or replaced from time to time (including by BRRD II);

“**BRRD II**” means Directive (EU) 2019/879 of the European Parliament and of the Council of 20 May 2019 amending Directive 2014/59/EU as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms and Directive 98/26/EC;

“**CRD IV Package**” means, taken together (i) the CRD IV, (ii) the CRR and (iii) the Future Capital Instruments Regulations;

“**CRD IV**” means Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC, as amended or replaced from time to time (including by CRD V);

“**CRD V**” means the Directive (EU) 2019/878 of the European Parliament and of the Council of 20 May 2019 amending Directive 2013/36/EU as regards exempted entities, financial holding companies, mixed financial holding companies, remuneration, supervisory measures and powers and capital conservation measures, as amended or replaced from time to time;

“**CRR**” means Regulation (EU) No. 2013/575 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No. 648/2012, as amended or replaced from time to time (including by CRR II);

“CRR II” means Regulation (EU) 2019/876 of the European Parliament and of the Council of 20 May 2019 amending Regulation (EU) No 575/2013 as regards the leverage ratio, the net stable funding ratio, requirements for own funds and eligible liabilities, counterparty credit risk, market risk, exposures to collective investment undertakings, large exposures, reporting and disclosure requirements, and Regulation (EU) No 648/2012, as amended or replaced from time to time;

“Future Capital Instruments Regulations” means any regulatory capital rules or regulations introduced after the Issue Date by the Competent Authority or which are otherwise applicable to the Issuer (on a solo or, if relevant, consolidated basis), which prescribe (alone or in conjunction with any other rules or regulations) the requirements to be fulfilled by financial instruments for their inclusion in the Own Funds of the Issuer (on a consolidated basis) to the extent required by (i) the CRR or (ii) the CRD IV;

“Group Entity” means the Issuer or any legal person that is part of the Group;

“Loss Absorption Power” means any statutory write-down and/or conversion power existing from time to time under any laws, regulations, rules or requirements, whether relating to the resolution or independent of any resolution action, of credit institutions, investment firms and/or Group Entities incorporated in the relevant Member State in effect and applicable in the relevant Member State to the Issuer or other Group Entities, including (but not limited to) any such laws, regulations, rules or requirements that are implemented, adopted or enacted within the context of any European Union directive or regulation of the European Parliament and of the Council establishing a framework for the recovery and resolution of credit institutions and investment firms and/or within the context of a relevant Member State resolution regime or otherwise, pursuant to which liabilities of a credit institution, investment firm and/or any Group Entities can be reduced, cancelled and/or converted into shares or obligations of the obligor or any other person;

“MREL Disqualification Event” means that, at any time, all or part of the aggregate outstanding nominal amount of such Series of Senior Notes or Non-Preferred Senior Notes is or will be excluded fully or partially from eligible liabilities available to meet the MREL Requirements, provided that: (a) the exclusion of a Series of Senior Notes or of Non-Preferred Senior Notes from the MREL Requirements due to the remaining maturity of such Senior Notes or Non-Preferred Senior Notes being less than any period prescribed thereunder, does not constitute an MREL Disqualification Event (b) the exclusion of all or some of a Series of Senior Notes from the MREL Requirements due to there being insufficient headroom for such Senior Notes within a prescribed exception to the otherwise applicable general requirements for eligible liabilities does not constitute an MREL Disqualification Event; and (c) the exclusion of all or some of a Series of Senior Notes or Non-Preferred Senior Notes from MREL Requirements as a result of such Notes being purchased by or on behalf of the Issuer or as a result of a purchase which is funded directly or indirectly by the Issuer, does not constitute an MREL Disqualification Event;

“MREL Requirements” means the laws, regulations, requirements, guidelines, rules, standards and policies relating to minimum requirements for own funds and eligible liabilities and/or loss-absorbing capacity instruments applicable to the Issuer and/or the Group, from time to time (including any applicable transitional provisions), including, without limitation to the generality of the foregoing, any delegated or implementing acts (such as regulatory technical standards) adopted by the European Commission and any regulations, requirements, guidelines, rules, standards and policies relating to minimum requirements for own funds and eligible liabilities and/or loss absorbing capacity instruments adopted by the Republic of Italy, a relevant Competent Authority, a Relevant Resolution Authority or the European Banking Authority from time to time (whether or not such requirements, guidelines or policies are applied generally or specifically to the Issuer and/or the Group), as any of the preceding laws, regulations, requirements, guidelines, rules, standards, policies or interpretations may be amended, supplemented, superseded or replaced from time to time;

“Regulatory Capital Requirements” means any requirements contained in the regulations, rules, guidelines and policies of the Competent Authority, or of the European Parliament and Council then in effect in the Republic of Italy, relating to capital adequacy and applicable to the Issuer and/or the Group from time to time (including any applicable transitional provisions), including, but not limited to, as at the Issue Date of the relevant Series of Notes, the rules contained in, or implementing, the CRD IV Package and the BRRD, delegated or implementing acts adopted by the European Commission and guidelines issued by the European Banking Authority;

“Relevant Resolution Authority” means the Italian resolution authority, the Single Resolution Board (“SRB”) established pursuant to the SRM Regulation and/or any other authority entitled to exercise or participate in the exercise of any Resolution Power or Loss Absorption Power from time to time;

“Resolution Power” means any statutory write-down, transfer and/or conversion power existing from time to time under any laws regulations, rules or requirements relating to the resolution of the Issuer or any other entities of the Group, including but not limited to any laws, regulations, rules or requirements implementing the BRRD and/or the SRM Regulation;

“SRM Regulation” means Regulation (EU) No 806/2014 of the European Parliament and Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund and amending Regulation (EU) No 1093/2010, as amended or replaced from time to time (including by SRM II Regulation); and

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

(f) Clean-up redemption at the option of the Issuer

If Clean-Up Redemption Option is specified as being applicable in the Form of Final Terms, and if 75 per cent. or any higher percentage specified in the relevant Form of Final Terms (the **“Clean-Up Percentage”**) of the initial aggregate nominal amount of the Notes of the same Series (which, for the avoidance of doubt, includes any additional Notes issued subsequently and forming a single series with the first Tranche of a particular Series of Notes) have been redeemed or purchased by, or on behalf of, the Issuer and cancelled, then the Issuer may (subject to, in the case of Subordinated Notes, the provisions of Condition 5(i) below and, in the case of Senior Notes and Non-Preferred Senior Notes, to the provisions of Condition 5(j) below) at any time, at its option, and having given to the Paying Agent for the Dematerialised Notes and the Noteholders not less than 5 nor more than 30 calendar days' notice (the **“Clean-Up Redemption Notice”**), in accordance with Condition 10 (*Notices*) (which notice shall be irrevocable and shall specify the date fixed for redemption), redeem such outstanding Notes, in whole but not in part, at their clean-up redemption amount (**“Clean-Up Redemption Amount”**) together, if appropriate, with accrued interest to (but excluding) the date of redemption, on the date fixed for redemption identified in the Clean-Up Redemption Notice.

(g) Early Redemption Amounts

For the purpose of Conditions 5(b), 5(d) and 5(e) above and Condition 8 (*Events of Default*):

- (i) each Note (other than a Zero Coupon Note) will be redeemed at its Early Redemption Amount; and
- (ii) each Zero Coupon Note will be redeemed at an amount (the **“Amortised Face Amount”**) calculated in accordance with the following formula:

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

where:

“RP” equals the Reference Price;

“AY” equals the Accrual Yield; and

“y” is the Day Count Fraction specified in the Form of 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 of (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).

Instalments

Instalment Notes will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the applicable Pricing Supplement. In the case of early redemption, the Early Redemption Amount of Instalment Notes will be determined in the manner specified in the applicable Pricing Supplement.

Partly Paid Notes

Partly Paid Notes will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition and the applicable Pricing Supplement.

(h) Purchases

Subject to Condition 5(j) below in respect of Senior Notes and Non-Preferred Senior Notes and Condition 5(i) below in respect of Subordinated Notes, the Issuer or any Subsidiary (as defined below) of the Issuer may purchase Notes at any price in the open market or otherwise. All Notes so purchased will be cancelled. References in the Conditions to the purchase of Notes shall not include the purchase of Notes by the Issuer or any of their Subsidiaries in the ordinary course of business of dealing in securities, as nominee or as a bona fide investment.

“**Subsidiary**” means any entity which is a subsidiary within the meaning of Section 1159 of the Companies Act 2006.

(i) Conditions to Early Redemption and Purchase of Subordinated Notes

Any redemption or purchase of Subordinated Notes in accordance with Conditions 5(b), 5(c), 5(d), 5(f) or 5(h) above or Condition 11 (*Meetings of Noteholders, Modification, Waiver*) (including, for the avoidance of doubt, any modification or variation in accordance with Condition 11) is subject to:

- (i) the Issuer giving notice to the Competent Authority and the Competent Authority granting permission to redeem or purchase the relevant Subordinated Notes (in each case subject to, and

in accordance with, the Regulatory Capital Requirements (as defined in Condition 5(e) above, including Articles 77(b) and 78 of CRR); and

- (ii) compliance by the Issuer with any alternative or additional pre-conditions to redemption or purchase, as applicable, set out in the Regulatory Capital Requirements for the time being.

(j) Conditions to Redemption and Purchase of Senior Notes and Non-Preferred Senior Notes

Any redemption or purchase of Senior Notes and Non-Preferred Senior Notes in accordance with Conditions 5(b), 5(c), 5(e), 5(f) or (h) above or Condition 11 (*Meetings of Noteholders, Modification, Waiver*) (including, for the avoidance of doubt, any modification or variation in accordance with Condition 11 (*Meetings of Noteholders, Modification, Waiver*)) is subject to compliance by the Issuer with any conditions to such redemption or repurchase prescribed by the MREL Requirements at the relevant time (including any requirements applicable to such redemption or repurchase due to the qualification of such Senior Notes or Non-Preferred Senior Notes at such time as eligible liabilities available to meet the MREL Requirements) and, including, as relevant, the condition that the Issuer has obtained the prior permission of the Relevant Resolution Authority in accordance with Article 78a of the CRR.

(k) Cancellation

All Notes which are redeemed will forthwith be cancelled. All Notes so cancelled and the Notes purchased and cancelled pursuant to paragraph 5(h) above cannot be reissued or resold.

(l) 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 5(a), 5(b), 5(c), 5(d) or 5(e) above or upon its becoming due and repayable as provided in Condition 8 (*Events of Default*) 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 Condition 5(g)(ii) 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:

- (i) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and
- (ii) 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 Paying Agent for the Dematerialised Notes and notice to that effect has been given to the Noteholders in accordance with Condition 10 (*Notices*).

6. Taxation

All payments of principal and interest in respect of the Notes by or on behalf of 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 in respect of interest only 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 interest which would otherwise have been receivable in respect of the Notes in the absence of such withholding or deduction; except that no such additional amounts shall be payable:

- (a) with respect to any Notes for or on account of *imposta sostitutiva* (at the then applicable rate of tax) pursuant to Italian Legislative Decree No. 239 of 1 April 1996 and in all circumstances in which the procedures set forth in Legislative Decree No. 239 have not

been met or complied with except where such procedures have not been met or complied with due to the actions or omissions of the Issuer or its agents;

- (b) with respect to any Note presented for payment:
 - (i) in the jurisdiction of incorporation of the Issuer; or
 - (ii) 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; or
 - (iii) by or on behalf of a holder who is entitled to avoid such withholding or deduction in respect of such Note by making a declaration of non-residence or other similar claim for exemption to the relevant taxing authority; or
 - (iv) 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 4(d) (*Payment Day*)); or
- (c) in respect of any Note where such withholding or deduction is required pursuant to Law Decree No. 512 of 30 September 1983.

As used herein:

- (i) “**Tax Jurisdiction**” means the Republic of Italy (“**Italy**”) or any political subdivision of any authority thereof or therein having power to tax; and
- (ii) “**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 Paying Agent for the Dematerialised Notes 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 10 (*Notices*).

7. Prescription

The Notes will become void unless claims in respect of principal and/or interest are made within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 6 (*Taxation*)) therefor.

8. Events of Default

(a) Events of Default relating to Senior Notes and Non-Preferred Senior Notes

This Condition 8(a) applies only to Senior Notes and Non-Preferred Senior Notes.

If any one or more of the following events (each an “**Event of Default**”) shall occur with respect to any Senior Note or Non-Preferred Senior Note:

- (i) the Issuer shall be liquidated (including becoming subject to “*Liquidazione coatta amministrativa*” as defined in the Italian Consolidated Banking Act (as amended from time to time)); or
- (ii) the Issuer shall be insolvent,

then any holder of a Senior Note or Non-Preferred Senior Notes may, by written notice to the Issuer at the specified office of the Paying Agent for the Dematerialised Notes, effective upon the date of receipt thereof by the Paying Agent for the Dematerialised Notes, declare any Senior Notes or Non-Preferred Senior Notes held by the holder to be forthwith due and payable whereupon the same shall become forthwith due and payable at its Early Redemption Amount (as described in Condition 5(g) (*Early Redemption Amounts*)), together with accrued interest (if any) to the date of repayment, without presentment, demand, protest or other notice of any kind.

For the avoidance of doubt, resolution proceeding(s) or moratoria imposed by a resolution authority in respect of the Issuer shall not constitute Events of Default for the Senior Notes and Non-Preferred Senior Notes for any purpose.

(b) Event of Default relating to Subordinated Notes

This Condition 8(b) applies only to Subordinated Notes.

If any one or more of the following Events of Default shall occur with respect to any Subordinated Note:

- (i) the Issuer shall be liquidated (including becoming subject to “*Liquidazione coatta amministrativa*” as defined in the Italian Consolidated Banking Act (as amended from time to time)); or
- (ii) the Issuer shall be insolvent,

then any holder of a Subordinated Note may, by written notice to the Issuer at the specified office of the Paying Agent for the Dematerialised Notes, effective upon the date of receipt thereof by the Paying Agent for the Dematerialised Notes, declare any such Subordinated Notes held by the holder to be forthwith due and payable whereupon the same shall become forthwith due and payable at its Early Redemption Amount (as described in Condition 5(g) (*Early Redemption Amounts*)), together with accrued interest (if any) to the date of repayment, without presentment, demand, protest or other notice of any kind.

For the avoidance of doubt, resolution proceeding(s) or moratoria imposed by a resolution authority in respect of the Issuer shall not constitute Events of Default for the Subordinated Notes for any purpose.

9. Paying Agents

The Issuer will act as initial paying agent for the Notes and the name of the Issuer will be included in the applicable Final Terms as Paying Agent for the Dematerialised Notes.

The Issuer is entitled to terminate its role as Paying Agent for the Dematerialised Notes and appoint an additional or other Paying Agent for the Dematerialised Notes, in each case under the terms of an agency agreement in a customary form, provided that there will at all times be a Paying Agent for the Dematerialised Notes.

10. 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, in a daily newspaper of general circulation in Luxembourg and/or on the Luxembourg Stock Exchange’s website (www.luxse.com). It is expected that, in any such case a publication in a

newspaper in Luxembourg is envisaged, such publication will be made in the *Luxemburger Wort* or *Tageblatt*. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange (or any other relevant authority) on which the Notes are for the time being listed or by which they have been admitted to trading including publication on the website of the relevant stock exchange or relevant authority if required by those rules. 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.

Notices to be given by any Noteholder shall be in writing and given by lodging the same with the Paying Agent for the Dematerialised Notes.

11. Meetings of Noteholders, Modification, Waiver

Annex 1 (*Provision for the Meetings of Noteholders*) to these Conditions contains the provisions for convening meetings of the Noteholders, including by way of conference call or by use of a videoconference platform, (the “**Provisions for the Meetings of Noteholders**”), to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes. Such a meeting may be convened by the Issuer and shall be convened by the Issuer if required in writing by Noteholders holding not less than ten per cent. in nominal amount of the Notes for the time being remaining outstanding. The quorum at any such meeting for passing an Extraordinary Resolution is one or more persons holding or representing not less than 50 per cent. in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes (including modifying the date of maturity of the Notes or any date for payment of interest thereon, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes), the quorum shall be one or more persons holding or representing not less than three-quarters in nominal amount of the Notes for the time being outstanding, or at any adjourned such meeting one or more persons holding or representing not less than one half in nominal amount of the Notes for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Noteholders shall be binding on all the Noteholders, whether or not they are present at the meeting.

The Issuer and the Paying Agent for the Dematerialised Notes may agree, without the consent of the Noteholders, to:

- (a) any modification (except as mentioned above) of the Notes which is not, in the sole opinion of the Issuer, prejudicial to the interests of the Noteholders; or
- (b) any modification of the Notes which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of law.

Any such modification shall be binding on the Noteholders and any such modification shall be notified to the Noteholders in accordance with Condition 10 (*Notices*) as soon as practicable thereafter.

For the avoidance of doubt, any variation of the Conditions (and any agency agreement entered into by the Issuer to appoint a different Paying Agent for the Dematerialised Notes in accordance with Condition 9 (*Paying Agents*), as applicable) to give effect to the Benchmark Amendments in accordance with Condition 3(d) (*Benchmark Discontinuation*) shall not require the consent or approval of Noteholders, subject (to the extent required) to the Issuer giving any notice required to be given to, and receiving any consent required from, or non-objection from, the Competent Authority.

In addition, with respect to (i) any Series of Senior Notes or Non-Preferred Senior Notes, if at any time a MREL Disqualification Event occurs, and if Variation is specified as being applicable in the Form of Final Terms, or (ii) any Series of Subordinated Notes, if at any time a Capital Event occurs, and if Variation is specified as being applicable in the form of Final Terms, or (iii) all Notes, if at any time a Tax Event and/or an Alignment Event occurs, and if Variation is specified as being applicable in the form of Final Terms, or (iv) all Notes, if Variation is specified as being applicable in the Form of Final Terms, in order to ensure the effectiveness and enforceability of Condition 14 (*Statutory Loss Absorption Powers*), then the Issuer may, subject to giving any notice required to be given to, and receiving any consent required from, the Competent Authority and/or as appropriate the Relevant Resolution Authority (without any requirement for the consent or approval of the holders of the relevant Notes of that Series) and having given not less than 30 nor more than 60 days' notice to Monte Titoli, the Paying Agent for the Dematerialised Notes and the holders of the Notes of that Series (or such other notice periods as may be specified in the Form of Final Terms), at any time vary the terms of such Notes so that they remain or, as appropriate, become, Qualifying Senior Notes, Qualifying Non-Preferred Senior Notes or Qualifying Subordinated Notes, as applicable, provided that Qualifying Senior Notes, Qualifying Non-Preferred Senior Notes or Qualifying Subordinated Notes, as applicable, shall not, immediately following such variation, be subject to a MREL Disqualification Event, a Capital Event and/or a Tax Event, as applicable.

In these Conditions:

An “**Alignment Event**” will be deemed to have occurred if, as a result of a change in or amendment to the Regulatory Capital Requirements or interpretation thereof, at any time after the Issue Date, the Issuer would be able to issue a capital instrument qualifying (i) in the case of Senior Notes or Non-Preferred Senior Notes, as eligible liabilities under the then applicable MREL Requirements, or (ii) in the case of Subordinated Notes, as Tier 2 Capital, which, in each case, contains one or more provisions that are, in the reasonable opinion of the Issuer, different in any material respect from those contained in these Conditions;

“**Qualifying Non-Preferred Senior Notes**” means securities issued by the Issuer that:

- (a) other than in respect of the effectiveness and enforceability of Condition 14 (*Statutory Loss Absorption Powers*), have terms not materially less favourable to a holder of the Non-Preferred Senior Notes (as reasonably determined by the Issuer) than the terms of the Non-Preferred Senior Notes, and they shall also (A) contain terms which at such time result in such securities being eligible to count towards fulfilment of the Issuer's and/or the Group's (as applicable) minimum requirements for own funds and eligible liabilities under the then applicable MREL Requirements; (B) have a ranking at least equal to that of the Non-Preferred Senior Notes; (C) have at least the same interest rate and the same Interest Payment Dates as those from time to time applying to the Non-Preferred Senior Notes; (D) have the same redemption rights as the Non-Preferred Senior Notes; (E) preserve any existing rights under the Notes to any accrued but unpaid interest in respect of the period from (and including) the Interest Payment Date immediately preceding the date of variation; and (F) in the event the Notes carry a rating immediately prior to such variation, are assigned (or maintain) the same or higher solicited credit ratings as were assigned to the Non-Preferred Senior Notes immediately prior to such variation (save that, for the avoidance of doubt, where any credit rating was, as a result of Condition 14 (*Statutory Loss Absorption Powers*) becoming ineffective and/or unenforceable, amended prior to such variation, reference in this sub-clause (F) shall be to such credit rating prior to such amendment);
- (b) are listed on a recognised stock exchange if the Non-Preferred Senior Notes were listed immediately prior to such variation; and

- (c) comply with the requirements provided by Article 12-bis, paragraph 1 of the Italian Consolidated Banking Act, as amended from time to time.

“Qualifying Senior Notes” means securities issued by the Issuer that:

- (a) other than in respect of the effectiveness and enforceability of Condition 14 (*Statutory Loss Absorption Powers*), have terms not materially less favourable to a holder of the Senior Notes (as reasonably determined by the Issuer) than the terms of the Senior Notes, and they shall also (A) contain terms which at such time result in such securities being eligible to count towards fulfilment of the Issuer’s and/or the Group’s (as applicable) minimum requirements for own funds and eligible liabilities under the then applicable MREL Requirements; (B) have a ranking at least equal to that of the Senior Notes; (C) have at least the same interest rate and the same Interest Payment Dates as those from time to time applying to the Senior Notes; (D) have the same redemption rights as the Senior Notes; (E) preserve any existing rights under the Notes to any accrued but unpaid interest in respect of the period from (and including) the Interest Payment Date immediately preceding the date of variation; and (F) in the event the Notes carry a rating immediately prior to such variation, are assigned (or maintain) the same or higher solicited credit ratings as were assigned to the Senior Notes immediately prior to such variation (save that, for the avoidance of doubt, where any credit rating was, as a result of Condition 14 (*Statutory Loss Absorption Powers*) becoming ineffective and/or unenforceable, amended prior to such variation, reference in this sub-clause (F) shall be to such credit rating prior to such amendment); and
- (b) are listed on a recognised stock exchange if the Senior Notes were listed immediately prior to such variation.

“Qualifying Subordinated Notes” means securities issued by the Issuer that:

- (a) other than in respect of the effectiveness and enforceability of Condition 14 (*Statutory Loss Absorption Powers*), have terms not materially less favourable to a holder of the Subordinated Notes (as reasonably determined by the Issuer) than the terms of the Subordinated Notes, and they shall also (A) comply with the then-current requirements of the Regulatory Capital Requirements in relation to Tier 2 Capital, (B) have a ranking at least equal to that of the Subordinated Notes; (C) have at least the same interest rate and the same Interest Payment Dates as those from time to time applying to the Subordinated Notes; (D) have the same redemption rights as the Subordinated Notes; (E) preserve any existing rights under the Notes to any accrued but unpaid interest in respect of the period from (and including) the Interest Payment Date immediately preceding the date of variation; and (F) in the event the Notes carry a rating immediately prior to such variation, are assigned (or maintain) the same or higher solicited credit ratings as were assigned to the Subordinated Notes immediately prior to such variation (save that, for the avoidance of doubt, where any credit rating was, as a result of Condition 14 (*Statutory Loss Absorption Powers*) becoming ineffective and/or unenforceable, amended prior to such variation, reference in this sub-clause (F) shall be to such credit rating prior to such amendment); and
- (b) are listed on a recognised stock exchange if the Subordinated Notes were listed immediately prior to such variation.

For avoidance of doubt, any modification or variation pursuant to this Condition 11 is subject to the provisions of Condition 5(i) (*Conditions to Early Redemption and Purchase of Subordinated Notes*) (in respect of Subordinated Notes) and Condition 5(j) (*Conditions to Redemption and Purchase of Senior Notes and Non-Preferred Senior Notes*) (in respect of Senior Notes and Non-Preferred Senior Notes).

12. 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 the date from which interest starts to accrue and so that the same shall be consolidated and form a single Series with the outstanding Notes.

13. Governing Law and Submission to Jurisdiction

(a) Governing law

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

(b) Submission to jurisdiction

- (i) Subject to Condition 13(b)(iii) below, the courts of Milan are to have 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 the Issuer and any Noteholders, in relation to any Dispute submits to the exclusive jurisdiction of the courts of Milan.
- (ii) For the purposes of this Condition 13(b) the Issuer hereby irrevocably waives any objection to the courts of Milan on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.
- (iii) 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.

14. Statutory Loss Absorption Powers

By the acquisition of the Notes, each Noteholder acknowledges and agrees to be bound by the exercise of any Loss Absorption Power by the Relevant Resolution Authority that may result in the write-down or cancellation of all or a portion of the principal amount of, or distributions on, the Notes and/or the conversion of all or a portion of the principal amount of, or distributions on, the Notes into ordinary shares or other obligations of the Issuer or another person, including by means of a variation to the terms of the Notes to give effect to the exercise by the Relevant Resolution Authority of such Loss Absorption Power. Each Noteholder further acknowledges and agrees that the exercise of such Loss Absorption Power by the Relevant Resolution Authority may result in any interest accrued on the Notes remaining unpaid and/or being cancelled. Each Noteholder further agrees that the rights of the Noteholders are subject to, and will be varied if necessary so as to give effect to, the exercise of any Loss Absorption Power by the Relevant Resolution Authority.

Upon the Issuer being informed and notified by the Relevant Resolution Authority of the actual exercise of the date from which the Loss Absorption Power is effective with respect to the Notes, the Issuer shall notify the Noteholders without delay. Any delay or failure by the Issuer to give notice shall not affect the validity and enforceability of the Loss Absorption Power nor the effects on the Notes described in this Condition.

The exercise of the Loss Absorption Power by the Relevant Resolution Authority with respect to the Notes shall not constitute an Event of Default and these Terms and Conditions shall continue to apply

in relation to the residual principal amount of, or outstanding amount payable with respect to, the Notes subject to any modification of the amount of distributions payable to reflect the reduction of the principal amount, and any further modification of the terms that the Relevant Resolution Authority may decide in accordance with applicable laws and regulations relating to the resolution of credit institutions, investment firms and/or Group Entities incorporated in the relevant Member State.

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

ANNEX 1 TO THE TERMS AND CONDITIONS FOR THE DEMATERIALISED NOTES PROVISIONS FOR THE MEETINGS OF NOTEHOLDERS

1. DEFINITIONS

In the Conditions, the following expressions have the following meanings:

“**Blocked Notes**” means the Notes which have been blocked in an account with the relevant Monte Titoli Account Holder not later than 48 hours before the time fixed for the Meeting for the purpose of obtaining from the relevant Monte Titoli Account Holder a Voting Certificate on the terms that any such Notes will not be released until the earlier of:

- (i) the conclusion of the Meeting; and
- (ii) the surrender to the relevant Monte Titoli Account Holder of the relevant Voting Certificate;

“**Chairman**” means, in relation to any Meeting, the individual who takes the chair in accordance with paragraph 6 (*Chairman*);

“**Extraordinary Resolution**” means a resolution passed at a Meeting duly convened and held in accordance with this Provisions for the Meetings of Noteholders by the majority specified under paragraph 7 (*Quorum*);

“**Meeting**” means a meeting of Noteholders (whether originally convened or resumed following an adjournment);

“**Proxy**” means, in relation to any Meeting, the certificate issued by the Noteholder (through the relevant Monte Titoli Account Holder), delivered to the Issuer, which authorises a designated duly authorised physical person to vote on its behalf in respect of the relevant Blocked Notes; certifying that the votes attributable to such Blocked Notes are to be cast in a particular way on each resolution to be put to the Meeting and that during the period of 48 hours before the time fixed for the Meeting such instructions may not be amended or revoked. So long as a Proxy is valid, the named therein as Proxy Holder, shall be considered to be the holder of the Notes to which such Proxy refers for all purposes in connection with the Meeting;

“**Proxy Holder**” means, in relation to a Meeting, an individual who has the right to vote in relation to a Blocked Note pursuant to a Proxy, in any case other than:

- (a) any person whose appointment has been revoked and in relation to whom the relevant Monte Titoli Account Holder, the Paying Agent for the Dematerialised Notes or the Chairman has been notified in writing of such revocation by the time which is 48 hours before the time fixed for the relevant Meeting; and
- (b) any person appointed to vote at a Meeting which has been adjourned for want of a quorum and who has not been reappointed to vote at the Meeting when it is resumed;

“**Relevant Fraction**” means:

- (a) for all business other than voting on an Extraordinary Resolution, one or more persons holding or representing in the aggregate not less than one-twentieth in nominal amount of the Notes for the time being outstanding;

- (b) for voting on any Extraordinary Resolution other than one relating to a Reserved Matter, is one or more persons holding or representing not less than 50 per cent. in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented; and
- (c) for voting on any Extraordinary Resolution relating to a Reserved Matter, one or more persons holding or representing not less than three-quarters in nominal amount of the Notes for the time being outstanding, or at any adjourned meeting such meeting one or more Voters representing or holding not less than one half in nominal amount of the Notes for the time being outstanding.

“Reserved Matter” means any proposal of:

- (a) modification of the Maturity Date (if any) of the Notes or reduction or cancellation of the nominal amount payable upon maturity;
- (b) reduction or cancellation of the amount payable or modification of the payment date in respect of any interest in respect of the Notes or variation of the method of calculating the rate of interest in respect of the Notes;
- (c) modification of the currency in which payments under the Notes are to be made;
- (d) reduction of any Minimum Interest Rate and/or Maximum Interest Rate specified in the applicable Final Terms or Pricing Supplement, as the case may be;
- (e) modification of the majority required to pass an Extraordinary Resolution;
- (f) the sanctioning of any scheme or proposal described in paragraph 16(f);
- (g) alteration of this proviso or the proviso to paragraph 8 below.

“Voter” means, in relation to any Meeting, the bearer of a Voting Certificate or a Proxy;

“Voting Certificate” means, in relation to any Meeting, a certificate requested by any Noteholder and issued by the relevant Monte Titoli Account Holder in accordance with the CONSOB and Bank of Italy Jointed Regulation in which it is stated:

- (a) that the Blocked Notes will not be released until the earlier of:
 - (i) the conclusion of the Meeting; and
 - (ii) the surrender of such certificate to relevant Monte Titoli Account Holder; and
- (b) the number of the Blocked Notes; and
- (c) that the bearer of such certificate is entitled to attend and vote, also by way of Proxy, at the Meeting in respect of the Blocked Notes;

So long as a Voting Certificate is valid, the bearer thereof or the named therein as holder of the Blocked Notes shall be considered to be the holder of the Notes to which such Voting Certificate refers for all purposes in connection with the Meeting;

“Written Resolution” means a resolution in writing signed by or on behalf of all Noteholders who:

- (a) for the time being are entitled to receive notice of a Meeting in accordance with these this Provisions for the Meetings of Noteholders; and
- (b) hold Notes representing not less than two thirds of the aggregate outstanding principal amount of the Notes,

whether contained in one document or several documents in the same form, each signed by or on behalf of one or more such Noteholders;

“**24 hours**” means a period of 24 hours including all or part of a day upon which banks are open for business in both the places where the relevant Meeting is to be held and in each of the places where the Paying Agent(s) for the Dematerialised Notes have their specified offices (disregarding for this purpose the day upon which such Meeting is to be held) and such period shall be extended by one period or, to the extent necessary, more periods of 24 hours until there is included as aforesaid all or part of a day upon which banks are open for business as aforesaid; and “**48 hours**” means 2 consecutive periods of 24 hours.

2. DEPOSIT OF VOTING CERTIFICATES

In order to be admitted to participate in a Meeting, Noteholders must deposit their Voting Certificates with the Paying Agent for the Dematerialised Notes not later than 48 hours before the relevant Meeting. If a Voting Certificate is not deposited before such deadline, it shall not be valid unless the Chairman decides otherwise before the Meeting proceeding to discuss the items on the agenda.

A Proxy shall be valid only if it is deposited, along with the related Voting Certificate(s) at the office of the Paying Agent for the Dematerialised Notes, or at any other place approved by the Paying Agent for the Dematerialised Notes, not later than 48 hours before the relevant Meeting. If a Proxy is not deposited before such deadline, it shall not be valid unless the Chairman decides otherwise before the Meeting proceeding to discuss the items on the agenda.

References to the blocking or release of the Notes shall be construed in accordance with the usual practices (including blocking the relevant account) of the relevant clearing system.

3. VALIDITY OF VOTING CERTIFICATES AND PROXIES

The Voting Certificates and Proxies shall be valid until the release of the Blocked Notes to which they relate.

4. CONVENING OF MEETING

The Issuer may convene a Meeting at any time, and shall be obliged to do so upon the request in writing of Noteholders holding not less than 10 (ten) per cent. in nominal amount of the Notes for the time being remaining outstanding.

5. NOTICE

At least 21 days’ notice (exclusive of the day on which the notice is given and of the day on which the relevant Meeting is to be held) specifying the date, time and place of the Meeting shall be given to the Noteholders and the Paying Agent for the Dematerialised Notes (with a copy to the Issuer). The notice shall set out the full text of any resolutions to be proposed and shall state that the Notes may be deposited with the relevant Monte Titoli Account Holder for the purposes of obtaining the Voting Certificates from such relevant Monte Titoli Account Holder or appointing Proxies not later than 48 hours before the time fixed for the Meeting.

6. CHAIRMAN

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

7. QUORUM

The quorum at any Meeting shall be one or more Voters representing or holding not less than the Relevant Fraction of the outstanding aggregate principal amount of the Notes.

8. ADJOURNMENT FOR WANT OF QUORUM

If within 15 minutes after the time fixed for any Meeting a quorum is not present, then:

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

9. ADJOURNED MEETING

The Chairman may, with the consent of (and shall if directed by) any Meeting, adjourn such Meeting from time to time and from place to place, but no business shall be transacted at any adjourned Meeting except business which might lawfully have been transacted at the Meeting from which the adjournment took place.

10. NOTICE FOLLOWING ADJOURNMENT

Paragraph 5 (*Notice*) shall apply to any Meeting which is to be resumed after adjournment for want of a quorum save that:

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

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

11. PARTICIPATION

The following may attend and speak at a Meeting:

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

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

12. SHOW OF HANDS

Every question submitted to a Meeting shall be considered as a resolution and decided in the first instance by a show of hands. Unless a poll is validly demanded before or at the time that the result is declared, the Chairman's declaration that on a show of hands a resolution has been passed, passed by a particular majority, rejected or rejected by a particular majority shall be conclusive, without proof of the number of votes cast for, or against, the resolution.

13. POLL

A demand for a poll shall be valid if it is made by the Chairman, the Issuer or one or more Voters representing or holding not less than one fiftieth of the aggregate principal amount of the outstanding Notes. The poll may be taken immediately or after such adjournment as the Chairman directs, but any poll demanded on the election of the Chairman or on any question of adjournment shall be taken at the Meeting without adjournment. A valid demand for a poll shall not prevent the continuation of the relevant Meeting for any other business as the Chairman directs.

14. VOTES

Every Voter shall have:

- (a) on a show of hands, one vote; and
- (b) on a poll, the number of votes obtained by dividing that fraction of the aggregate principal amount of the outstanding Note(s) represented or held by it by the lowest denomination of the Notes.

In the case of a voting tie the Chairman shall have a casting vote.

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

15. VOTING BY PROXY OR VOTING CERTIFICATE

Revocation of the appointment under a Proxy or a Voting Certificate shall be valid only if the Monte Titoli Account Holder or the Paying Agent for the Dematerialised Notes or the Chairman is notified in writing of such revocation not later than 24 hours prior to the time set for the Meeting. Unless revoked, the appointment to vote contained in a Proxy or a Voting Certificate for a Meeting shall remain valid also in relation to a Meeting resumed following an adjournment, unless such Meeting was adjourned pursuant to Article 9 above. If a Meeting is adjourned pursuant to paragraph 8 (*Adjournment for Want of Quorum*) above, each person appointed to vote in such Meeting shall have to be appointed again by virtue of another Proxy or Voting Certificate.

The Proxy shall be signed by the person granting the Proxy, shall not be granted in blank, and shall bear the date, the name of the person appointed to vote, and the related Proxies. If, in relation to any

given resolution, there is no indication of how the right to vote is to be exercised, then such vote shall be deemed to be an abstention from voting on such proposed resolution.

16. POWERS

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

- (a) to approve any Reserved Matter;
- (b) to sanction any compromise or arrangement proposed to be made between the Issuer and the Noteholders;
- (c) power to sanction any abrogation, modification, compromise or arrangement in respect of the rights of the Noteholders against the Issuer or against any of its property whether these rights shall arise under the Notes or otherwise;
- (d) to assent to any modification of the provisions contained in this Conditions and the Notes which shall be proposed by the Issuer;
- (e) to give any authority or sanction which under the provisions of the Notes is required to be given by Extraordinary Resolution;
- (f) to appoint any persons (whether Noteholders or not) as a committee or committees to represent the interests of the Noteholders and to confer upon any committee or committees any powers or discretions which the Noteholders could themselves exercise by Extraordinary Resolution;
- (g) sanction any scheme or proposal for the exchange or sale of the Notes for, or the conversion of the Notes into, or the cancellation of the Notes in consideration of, shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities of the Issuer or any other company formed or to be formed, or for or into or in consideration of cash, or partly for or into or in consideration of shares, stock, notes, bonds, debentures, debenture stock and/or other obligations and/or securities as stated above and partly for or into or in consideration of cash.

17. EXTRAORDINARY RESOLUTION BINDS ALL HOLDERS

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

18. MINUTES

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

19. WRITTEN RESOLUTION

A Written Resolution shall take effect as if it were an Extraordinary Resolution.

USE OF PROCEEDS

An amount equal to the net proceeds from each issue of Notes will be applied by the Issuer, as indicated in the applicable Final Terms or Pricing Supplement relating to the relevant Tranche of Notes, either:

- a) for general funding purposes of the Group; or.
- b) to finance and/or refinance, in whole or in part, new or existing Green Eligible Projects and/or Social Eligible Projects (each as defined below).

According to the definition criteria set out by the International Capital Market Association (“**ICMA**”) Green Bond Principles (“**GBP**”), only Tranches of Notes financing or refinancing Green Eligible Projects (mentioned at (b) above) will be denominated “Green Bonds”.

According to the definition criteria set out by ICMA Social Bond Principles (“**SBP**”), only Tranches of Notes financing or refinancing Social Eligible Projects (mentioned at paragraph (b) above) will be denominated “Social Bonds”.

According to the definition criteria set out by ICMA Sustainability Bond Guidelines (“**SBG**”), only Tranches of Notes financing or refinancing Green Eligible Projects and Social Eligible (mentioned at paragraph (b) above) will be denominated “Sustainability Bonds”.

Only Tranches or Series of Notes financing and/or refinancing, in whole or in part, new or existing Green Eligible Projects and/or Social Eligible Projects, and meeting the relevant criteria specified in the Issuer’s ESG Framework (as defined below), may qualify as credible “**Green Bonds**”, “**Social Bonds**” or “**Sustainability Bonds**”.

In relation to any Green Eligible Projects and/or Social Eligible Projects the Issuer will make available on its website (<https://gruppomps.it/en/sustainability/mps-green-social-and-sustainability-bond-framework.html>) before any relevant issuance (i) a green, social and sustainability bond framework (the “**ESG Framework**”), as it may be further amended, updated or expanded to reflect updates to the GBP, SBP and SBG and evolutions in the activities of the Group, which will set out the categories of Green Eligible Projects and Social Eligible Projects identified by the Issuer, and (ii) a second-party opinion issued by an external analysis provider to confirm the alignment of the ESG Framework with the GBP, SBP and/or SBG (the “**ESG Framework Second Party Opinion**”).

For the avoidance of doubt, any such ESG Framework and/or ESG Framework Second-party Opinion is not, nor shall be deemed to be, incorporated in and/or form part of this Base Prospectus.

BMPS’s ESG Funding Team is responsible for the process of selecting and evaluating eligible assets to be included in the eligible asset portfolio, with input from subject matter experts including senior representatives from Treasury, Finance, the Credit department, the ESG and Sustainability Staff Unit, Business, Credit, Legal, and all relevant business areas involved in the origination of the eligible assets.

With regards to general ESG risk management, all eligible assets are subject to the Bank’s regular credit processes, which includes an assessment of ESG factors, as well as other relevant sustainability policies, including the Group’s sustainability and ESG policy and the Code of Ethics. Furthermore, the Bank will also ensure, on a best-effort basis, that all eligible assets comply with relevant international, national and local laws and regulations. BMPS intends to screen specific projects/assets for alignment with the requirements of the EU Taxonomy Regulation on a best-efforts basis.

In accordance with the ESG Framework:

- the net proceeds of each issue of a Green Bond, Social Bond or Sustainability Bond will be tracked and managed on internal systems by BMPS's Treasury department using a bond-by-bond approach. BMPS intends to apply a three-year look period to any eligible assets selected for the issue of a Green Bond, Social Bond or Sustainability Bond;
- the net proceeds of each issue of a Tranche of Notes will not be used to finance and/or refinance any asset or investment related to: fossil fuels, nuclear energy, weapons, alcohol, gambling, adult entertainment, or tobacco; furthermore, businesses with significant involvement in environmental controversies or social incidents such as breach of sanctions, human rights, labour rights, corruption, money laundering will also be excluded under the ESG Framework;
- an activity can be included in the Green Eligible Projects or Social Eligible Projects if it complies with the criteria set out under the EU Taxonomy Regulation and the Issuer's internal eligibility criteria, based on best market practices;
- any proceeds of Notes that are not yet allocated to Green Eligible Projects and/or Social Eligible Projects, will be managed by the Issuer's Treasury Department or overseen by ESG Funding Team;
- pending the full allocation of the proceeds or in the unlikely case of insufficient eligible assets, the Issuer will temporarily hold any unallocated funds in the Group's treasury, in accordance with its internal liquidity policy and to the extent possible, invest them in green, social and sustainability debt instruments;
- a revolving and substitution policy will be followed to maintain the relationship between the eligible asset portfolio and the outstanding sustainable debt instruments, therefore as soon as reasonably practical: (i) amortized, prepaid or redeemed eligible assets will be replaced; (ii) loans or investments no longer meeting the eligibility criteria will be removed and replaced; and (iii) the eligible asset portfolio will be re-balanced and updated to ensure only drawn amounts are reflected;
- the ESG Funding Team will monitor to ensure that the total amount of the eligible asset portfolio is greater than the outstanding amount of the sustainable debt instruments, that the amount of the eligible green assets sub-portfolio exceeds the amount of any green debt instruments outstanding, and that the amount of the eligible social assets sub-portfolio exceeds the amount of any social debt instruments outstanding;
- also with regards to post-issuance information, the Issuer will publish an annual report on the BMPS' website detailing both the allocation of the net proceeds of the Green Bonds, Social Bonds or Sustainability Bonds issued and the relevant environmental and social impact; so long as any Tranche of Green Bonds, Social Bonds or Sustainability Bonds is outstanding, BMPS will also report on any material developments of its portfolio of Green Eligible Projects and Social Eligible Projects on an ad hoc basis;
- BMPS may request external verification from an independent third party on the allocation of the net proceeds from the Green Bonds, Social Bonds or Sustainability Bonds issued on an annual basis until full allocation, or in the event of significant changes in the allocation of proceeds; any post-issuance external verification report will be made publicly available on BMPS' website.

BMPS will also have an external auditor providing a limited assurance report in the context of the preparation of the Issuer group non-financial performance annual statement.

Definitions:

“Green Eligible Projects” means financings of green buildings, renewable energy, energy efficiency, clean transportation and sustainable agriculture projects and assets which meet a set of environmental criteria

identified as such in the Issuer's ESG Framework as may be amended, supplemented or replaced before the Issue Date of the relevant Tranche of Notes. In particular, Eligible Green Projects seek to make a substantial contribution to, inter alia, the selected United Nations' sustainable development goals (#2 – Zero hunger; #7 – Affordable and clean energy; #9 – Industry, innovation and infrastructure; #11 – Sustainable cities and communities; #13 – Climate action; #15 – Life on land) and two of the EU's six environmental objectives, specifically (i) climate change mitigation and (ii) protection and restoration of biodiversity and ecosystems.

“Social Eligible Projects” means financings to support employment generation, socioeconomic advancement and empowerment, access to essential services – financial services and affordable housing and other projects identified as such in the Issuer's ESG Framework as may be amended, supplemented or replaced before the Issue Date of the relevant Tranche of Notes. In particular, Eligible Social Assets seek to positively contribute to, inter alia, the selected United Nations' sustainable development goals (#1 – No poverty; #5 – Gender equality; #8 – Decent work and economic growth; #10 – Reduced inequalities; #11 – Sustainable cities and communities) and create positive social impacts, specifically (i) creating and preserving decent jobs; (ii) equal employment opportunities for women; (iii) supporting local communities; (iv) social protection and inclusion of all; and (v) improving access to good-quality housing to reduce social vulnerabilities.

BANCA MONTE DEI PASCHI DI SIENA S.P.A.

1. General

BMPS was incorporated on 14 August 1995 as a joint stock company (*Società per Azioni*) under Italian legislation. On 23 August 1995, BMPS was registered with the Bank of Italy's Register (No. 5274) and with the Companies Register (No. 00884060526). BMPS has its registered office in Piazza Salimbeni 3, 53100, Siena, Italy (telephone number: +39 0577 294 111). BMPS' duration is currently limited to 31 December 2100 though this may be extended by shareholders' resolution. The LEI code of BMPS is J4CP7MHCXR8DAQMKIL78. BMPS' website is <https://www.gruppomps.it/en/>.

BMPS's corporate purpose, as set out under article 3 of its by-laws, is as follows: *"The purpose of BMPS is to collect and maintain savings and issue loans and credit, in various forms in Italy and abroad, including any related activity permitted to lending institutions by current regulations. BMPS can carry out, in accordance with the laws and regulations in force, all permitted banking and financial activities and any other transaction which is instrumental, or in any case linked, to the achievement of the company's purpose"*.

BMPS is the parent company of an Italian banking group operating throughout the Republic of Italy. BMPS Group offers a wide range of financial services and products to private individuals and corporations. The products and services include ordinary and specialised deposit-taking and lending including leasing and factoring; payment services (home banking, cash management, credit or debit cards and treasury services for public entities); and asset management (through joint venture), brokerage services and corporate finance (project finance, merchant banking, financial consulting).

Pursuant to article 2497 and subsequent articles of the Italian Civil Code, the role of the parent company is carried out by BMPS which directs and coordinates the activities of its subsidiaries, including companies that, under current regulations, do not belong to the BMPS Group.

BMPS has been a member of FTSE MIB since March 2023 with a share capital of Euro 7,453,450,788.44 as at the date of this Base Prospectus. On June 1999, BMPS was listed on the Italian stock exchange. As at the date of this Base Prospectus, the Ministry of Economy and Finance is BMPS's majority shareholder.

2. History

BMPS, which is believed to be the oldest bank in the world currently operating, has been in continuous operation since 1472, when the General Council of the Republic of Siena approved its original charter. The Bank, then known as "Monte di Pietà", was originally established by the Republic of Siena for the purpose of providing a controlled source of lending for the local community and to fight usury. In 1624, the Bank changed its name to "Monte dei Paschi di Siena" after the paschi, the grazing fields owned by the Grand Duchy of Tuscany, which generated income that was pledged to support the Bank's capital. Following the unification of the Republic of Italy, the Bank extended its activities beyond the immediate outskirts of Siena. However, significant expansion of the Bank's activities occurred only after World War I, both geographically (with the opening of approximately 100 additional branches) and in terms of activities undertaken (with the commencement of various tax collection activities on behalf of national and regional governments). In 1936, the Bank was declared a public credit institution (*Istituto di Credito di Diritto Pubblico*) organised under a new charter, which, although modified during this period, remained in force until 1995.

In 1995, the Bank was reorganised in accordance with Law No. 218 of 30 July 1990 and was incorporated as a *Società per Azioni* or joint stock company owned by Monte dei Paschi di Siena — Istituto di Diritto Pubblico.

3. Events

3.1 Major Events

a) Precautionary Recapitalisation

On 28 July 2017, the Italian Ministry of Economy and Finance (“MEF”), through a ministerial decree, ordered the application of the burden sharing measures set out by article 22, subsections 2 and 4 of Decree 237, and the strengthening of the Bank’s capital. At the completion of the precautionary recapitalisation transaction the MEF was the main shareholder of BMPS with a share of 68.247%. After the completion of the partial non-proportional demerger of a going concern from BMPS in favour of AMCO, a wholly-owned subsidiary of the MEF, which was effective (towards third parties) as of 1 December 2020, the MEF owned 64.23% of BMPS share capital, while BMPS directly and indirectly held 3.62% of its own shares. On 4 October 2021, BMPS concluded the sale of 36,280,748 own shares (equal to approximately 3.62% of the share capital of BMPS), which had been initiated on 22 February 2021.

b) 2017-2021 Restructuring Plan

On 26 June 2017, the board of directors approved the Restructuring Plan, prepared according to the European legislation on State aid applicable to banks’ capital reinforcement measures in the context of the financial crisis (the “**Restructuring Plan**”).

The Restructuring Plan, together with the relevant implementing measures, was notified to the European Commission, which in July 2017 issued a positive decision on the compatibility of the intervention with the EU legislative framework.

- The Restructuring Plan furthermore listed a number of commitments made by the Italian State to DG Comp – as required by European legislation – with regard to several aspects of the Restructuring Plan (the “**Commitments**”). A monitoring trustee, appointed by the Bank with the approval of the DG Comp, was entrusted to verify the compliance with these Commitments on a quarterly basis.

c) 2022-2026 Business Plan

On 22 June 2022, the Board of Directors of BMPS approved the Business Plan 2022-2026. Through this plan, BMPS intends to strengthen its role as leading commercial bank in Italy with a clear and simple business model. The Business Plan 2022-2026 is centered around the following pillars: 1) achieve business model sustainability; 2) build a solid and resilient balance sheet; 3) tackle the legacy issues.

Following the approval of the Business Plan 2022-2026 on 2 August 2022, the MEF announced that DG Comp had approved a revision of the Commitments that had been taken by the Republic of Italy in order to allow for the Bank’s precautionary recapitalisation in 2017 pursuant to EU and Italian regulations. On 3 October 2022, the European Commission published the new Commitments that the Bank is required to respect and which are already reflected in the actions of the Business Plan 2022-2026.

For more information with respect to the contents of the Business Plan 2022-2026, reference is made to the 2023 Consolidated Financial Statements incorporated by reference into this Base Prospectus.

d) Sustainability strategy and governance

Following the launch of the Business Plan 2024-2028, “*A clear and simple commercial bank, revolving around customers, combining technology with human touch*”, the strategy of the Issuer has been shaped more by sustainability.

Within its Business Plan 2024-2028, the Bank keep on define specific actions and objectives across all pillars of sustainability. The Bank's ESG objectives in this plan have been strengthened by providing for the

expansion of green commercial offerings for both individuals and companies, offering its support for the environmental and energy transition with a focus on the agrifood sector.

Furthermore, the Issuer has strengthened its sustainability governance in line with the evolving regulatory and global context in which the sustainability values increasingly guide the company's activities and strategies towards the development of business models and policies that create long-term value. This involves integrating ESG components into planning, compensation systems, risk management models, and monitoring tools.

The responsibilities of each corporate function are regulated according to four guidelines (strategy, actions and policies, risk factor management, monitoring and reporting) and set out under internal directives of the Issuer, which define the organisational model adopted by the Group in the field of sustainability and identifies areas of commitment on which the development of the Group's sustainable business model is based.

In addition, since 2017 the Issuer prepares an annual consolidated non-financial statement pursuant to articles 3 and 4 of Legislative Decree 30 December 2016, No. 254, concerning the disclosure of non-financial information that is useful to ensure a better understanding of the company's performance and results as well as the positive and negative impacts of its activity. Such document is published annually by the Issuer and is made available on its website under the "Sustainability" section (<https://gruppompis.it/en/sustainability/index.html>).

e) Transactions for the assignment of non-performing loans

On 4 August 2022, BMPS, MPS Capital Services and MPS Leasing & Factoring S.p.A. ("MPSL&F") entered into three agreements for the disposal of a NPL portfolio for more than Euro 0.9 billion as a further step in the implementation of the Business Plan 2022-2026. The disposal has been completed by the end of 2022.

In addition, on 3 August 2023 BMPS and Widiba entered into two agreements for the disposal of a NPL portfolio for more than Euro 0.2 billion. The legal transfer and consequent derecognition by the Group of the portfolio was completed by the end of 2023.

f) Completion of the share capital increase of Euro 2.5 billion with the full subscription of the new shares

On 4 November 2022, BMPS completed the capital increase with no. 1,249,665,648 newly issued BMPS ordinary shares fully subscribed for the total amount of Euro 2,499,331,296. After the completion of the capital increase BMPS's new share capital equals to Euro 7,453,450,788.44, divided into no. 1,259,689,706 ordinary shares with no indication of par value. On 15 November 2022, the relevant statement pursuant to Article 2444 of the Italian Civil Code has been filed with the Company Register of Arezzo-Siena in accordance with applicable law.

g) Merger by incorporation of Consorzio Operativo di Gruppo, MPS Leasing & Factoring and MPS Capital Services into MPS

In accordance with the initiatives outlined in the Business Plan 2022-2026, aiming to an optimisation of the Group organisational structure, the following transactions have been finalised:

- on 2 December 2022 the deed relating to the merger of Consorzio Operativo di Gruppo ("COG"), approved by the Board of Directors of BMPS and of COG on 10 November 2022, was executed and became effective as of 5 December 2022 and as of 1 January 2022 with respect to the accounting and tax effects;

- on 20 April 2023 the deed relating to the merger of MPSL&F, approved by the Board of Directors of BMPS and of MPSL&F on 30 March 2023, was executed and such merger became effective as of 24 April 2023 and as of 1 January 2023 with respect to the accounting and tax effects; and
- on 5 May 2023 the deed relating to the merger of MPS Capital Services Banca per le Imprese S.p.A. (“MPSCS”), approved by the Board of Directors of BMPS and of MPSCS on 30 March 2023, was executed and became effective as of 29 May 2023 and as of 1 January 2023 with respect to the accounting and tax effects.

h) 2023 EU-wide stress test

On 28 July 2023, the European Banking Authority (EBA), in cooperation with the European Central Bank (ECB) and the European Systemic Risk Board (ESRB), announced the outcomes of the EU-wide stress test (the “**2023 Stress Test**”). Such test did not contain a pass fail threshold and instead was designed to be used as an important source of information for the purposes of the SREP. The adverse stress test scenario was set by the ECB/ESRB and covered a three-year time period (2023-2025). The results of the 2023 Stress Test assisted the competent authorities in assessing the Group’s ability to meet the applicable prudential requirements under stressed scenarios.

The results for BMPS, as reported in the EBA note, under the stress test methodology, do not consider the benefits – in terms of higher profits and additional capital – generated by the human resources cost savings of Euro 857 million over the 3-year period, related to the more than 4,000 staff exits concluded on 1 December 2022.

The Common Equity Tier 1 (CET1) ratio fully loaded in 2025 as per the stress test exercise is equal to (the delta vs the level of 15.64% reported as at 31 December 2022 is presented in parentheses):

- Base scenario: 18.61% (+297bps) rising to 19.83% (+419bps) considering the benefits of the above mentioned human resources cost savings; and
- Adverse scenario: 10.13% (-551bps) rising to 11.98% (-366bps) considering the benefits of the above mentioned human resources cost savings.

i) Accelerated book building process for the sale process of 25% of MEF’s shareholding

On 20 November 2023, the MEF announced that it had successfully completed the sale of 314,922,429 ordinary shares of BMPS, representing approximately 25% of the share capital, through an accelerated book building (ABB) process reserved to Italian and foreign institutional investors.

The price per share was Euro 2.92 for a total value of approximately Euro 920 million. Further to completion of the transaction, MEF’s shareholding in BMPS has decreased from 64.23% to 39.23% of the share capital.

j) 2024-2028 Business Plan

The Board of Directors of the Issuer, on 5 August 2024, reviewed and approved the 2024-2028 Business Plan with an update of the financial targets, following the overcoming of the main objectives of the previous 2022-2026 Business Plan, and with the strategic guidelines to strengthen the positioning of “*A Clear and Simple Commercial Bank*” driven by a digital transformation and a growing specialization of the business model for families and corporates. The 2024-2028 Business Plan aims to create a Bank ready for the future, capable to successfully meet the evolving needs of customers, through a process of business and technological innovation supported by an extensive investment plan, fully enhancing the Bank’s talented people, further improving business sustainability, strengthening balance sheet and focusing on value distribution and creation for all BMPS stakeholders.

The implementation of the 2024-2028 Business Plan's distinctive initiatives will be made possible and accelerated by the digitalization and adoption of new technologies.

The 2024-2028 Business Plan will allow the Group to further accelerate its path towards a sustainable business model following a long-standing commitment and the goal of achieving a distinctive position in the management of ESG issues, supporting clients in the upcoming "green" transformation process and contributing to the creation of a society based on sustainability, equality and inclusion.

For more information with respect to the contents of the 2024- 2028 Business Plan, reference is made to the 2024 Consolidated Half-Yearly Report and the 2024-2028 Business Plan – Press Release incorporated by reference into this Base Prospectus.

3.2 Recent developments

a) Issuance of a new bond

- On 8 March 2024 BMPS successfully completed the issue of a Euro 500 million Senior Preferred unsecured bond with a 5-year maturity (callable after 4 years), placed to institutional investors.

b) Second ABB process for the sale of 12.5% of MEF's shareholding

On 26 March 2024, the MEF announced that it had successfully completed the sale of no. 157,461,216 ordinary shares of BMPS, representing 12.5% of the share capital, through a second ABB process reserved to Italian and foreign institutional investors (the "**Second Transaction**").

The price per share was Euro 4.15 for a total value of approximately Euro 650 million. Further to completion of the Second Transaction (with settlement date on 2 April 2024), MEF's shareholding in BMPS has decreased from 39.232% to 26.732% of the share capital.

The MEF has committed not to sell further ordinary shares of BMPS on the market for a period of 90 days

c) Approval by the ECB of the 2023 dividend proposal

On 27 March 2024 BMPS received the approval from the ECB regarding the proposal for the payment of a cash dividend per share of Euro 0.25, for a total amount of approximately Euro 315 million, to be submitted to the Bank's Shareholders' Meeting convened on 11 April 2024. The decision was taken following the application submitted by the Bank, in compliance with the provisions set forth by the 2023 SREP Decision.

d) Issuance of BMPS first European Covered Bond

On 16 April 2024 BMPS successfully completed the issuance of Euro 750 million European Covered Bond, with a 5-year maturity, placed to Italian and foreign institutional investors.

e) Issuance of BMPS first Social European Covered Bond

On 9 July 2024 BMPS successfully completed the issuance of Euro 750 million Social Conditional Pass Through ("CPT") European Covered Bond, with a 6-year maturity, placed to Italian and foreign institutional investors.

f) Third accelerated book building process for the sale of 15% of MEF's shareholding

On 13 November 2024, the MEF announced that it had successfully completed the sale of no. 188,975,176 ordinary shares of BMPS, representing 15% of the share capital, through a third accelerated book building process reserved to Italian and foreign institutional investors (the "**Third Transaction**").

In response to the demand collected, which was more than double the initial amount, and with a 5% premium over the market closing price on 13 November 2024, the offer was increased from 7% to 15% of the Issuer's share capital.

The price per share was Euro 5.792 for a total value of approximately Euro 1,100 million. Further to completion of the Third Transaction (with settlement date on 15 November 2024), MEF's shareholding in BMPS has decreased from 26.732% to approximately 11.7% of the share capital resulting in the fulfillment of Commitment #12.

Therefore, as envisaged by Commitment #12, Commitments #1 (*Acquisition prohibition*), #5 (*Remuneration of Bank employees and managers*), #9 (*Operating costs*), #10 (*Total asset target*), #11 (*Loan to deposit ratio*) and #19 (*Closure of foreign branches*) have ceased as a result of disposal of the State equity investment.

g) Issuance of second bond in 2024

On 20 November 2024 BMPS successfully completed the issue of a Euro 750 million Senior Preferred unsecured bond with a 6-year maturity (callable after 5 years), placed to institutional investors.

h) Early Redemption of Subordinated Notes due January 2030

On 3 January 2025, having obtained all the relevant authorisations under applicable banking regulations, the Bank announced its intention to early redeem the "€400,000,000 8,000 per cent. Reset Callable Subordinated Notes due 22 January 2030" (ISIN code: XS2106849727) issued on 22 January 2020 and due on 22 January 2030 (the "**2020 Notes**"), in accordance with the relevant conditions and final terms. The 2020 Notes has been redeemed on the interest payment date falling on 22 January 2025 at a redemption price equal to 100% of their nominal amount plus any interest accrued up to the redemption date.

i) Voluntary public exchange offer launched by the Bank on the ordinary shares of Mediobanca - Banca di Credito Finanziario Società per Azioni

On 23 January 2025, the Board of Directors of the Bank approved the launch of a voluntary public exchange offer in respect of all ordinary shares of Mediobanca – Banca di Credito Finanziario Società per Azioni (the "**Offer**"). The decision has been announced in a communication issued by the Bank on 24 January 2025 pursuant to Article 102 of the Italian Legislative Decree no. 58 of 24 February 1998 and Article 37 of CONSOB Regulation no. 11971 of 14 May 1999. The Offer remains subject to the receipt of the relevant regulatory authorisations and to certain conditions set out in the above mentioned communication. Thereafter, on 13 February 2025, the Bank filed with CONSOB the offer document relating to the Offer. For more information please refer to the press releases published by the Bank and available at <https://www.gruppompis.it/en/media-and-news/press-releases/index.html>.

j) The Board of Directors of the Bank assessed the requirements of the Directors appointed on 27 December 2024

The Board of Directors of the Bank, acting unanimously and with the approval of the Board of Statutory Auditors, appointed the co-opted directors on 27 December 2024, in accordance with the provisions of Article 2386 of the Italian Civil Code. The appointment followed the resignation of the five independent directors indicated in the list presented by the MEF on 27 March 2023: Paolo Fabris De Fabris, Lucia Foti Belligambi, Laura Martiniello, Annapaola Negri-Clementi and Donatella Visconti. The newly appointed directors will remain in office until the next shareholders' meeting of the Bank.

On 23 January 2025, the Board of Directors, as the competent body pursuant to Italian Ministerial Decree no. 169/2020, assessed that all co-opted directors, meet the fit and proper requirements provided for by the applicable laws, regulations and the By-Laws. In particular, the directors Marcella Panucci, Francesca Paramico Renzulli and Barbara Tadolini meet the independence requirements provided for by the By-Laws.

It has also been confirmed that the directors Alessandro Caltagirone and Elena De Simone meet the

requirements set out in the Italian Legislative Decree no. 58 of 24 February 1998, but do not meet the independence requirements pursuant to the above-mentioned Ministerial Decree no. 169/2020 and the Corporate Governance Code, and therefore they are not independent pursuant to the By-Laws of the Bank.

k) Early Redemption of Senior Notes due March 2026

On 10 February 2025, having obtained all the relevant authorisations under applicable banking regulations, the Bank announced its intention to early redeem the “€750,000,000 Fixed to Floating Rate Callable Senior Notes due 2 March 2026” (ISIN code: XS2593107258) issued on 2 March 2023 and due on 2 March 2026 (the “**2023 Notes**”), in accordance with the relevant conditions and final terms. The 2023 Notes has been redeemed on the interest payment date falling on 2 March 2025 at a redemption price equal to 100% of their nominal amount plus any interest accrued up to the redemption date.

3.3 SREP Decisions

The Issuer, to the extent it carries on banking activities and provides investment services, is subject to complex regulation and to the specific supervision of, among others, the ECB, the Bank of Italy, each for the relevant aspects of competence. In exercising supervisory powers, the ECB and the Bank of Italy subject the Issuer, on a periodic basis, to various investigation and/or verification activities, both ordinary and extraordinary, for the purpose of fulfilling prudential supervision duties.

In particular, the ECB carries out the SREP at least once a year to verify that credit institutions have adequate capital and organisational control measures compared against the risks they take, ensuring effective risk management. Specifically, the SREP process is based on the following four pillars: (i) assessment of feasibility and sustainability of the business model; (ii) assessment of the adequacy of governance and risk management; (iii) assessment of capital risks; and (iv) assessment of liquidity risks. At the end of the annual SREP process, the supervisory authority expresses a decision (the “**SREP Decision**”) on quantitative capital and/or liquidity requirements together with any other organisational and control recommendations that credit institutions are required to comply with.

2024 SREP Decision

On 11 December 2024, the Bank announced that it had received the final decision of the ECB regarding the capital requirements to be respected, at a consolidated level, starting from 1 January 2025, following the conclusion of the yearly Supervisory Review and Evaluation Process performed in 2024.

The P2R has been improved by 25 bps compared to 2024 levels (2.75%), at 2.50%.

The Pillar II Capital Guidance “P2G”, set at 1.15%, is unchanged compared to 2024 levels.

The overall minimum requirement in terms of Common Equity Tier 1 ratio is at 8.78%, the sum of P1R (4.50%), P2R (1.41%)²³ and CBR (2.87%)²⁴.

Starting from 1 January 2025, ECB has removed the obligation of prior authorization for the distribution of dividends.

On the basis of the financial statements as at 30 September 2024, the Bank is above such new requirements, with Group’s capital ratio²⁵ at:

- 18.4% as Common Equity Tier 1 ratio vs a requirement of 8.78%;

²³ The additional Pillar 2 requirement, reduced to 2.50% from 2.75%, must be filled in, according to CRD V art. 104a, for 56.25% (1.41%) with CET1 capital – and for 75% (1.88%) with Tier 1 capital.

²⁴ Combined Buffer Requirement (“**CBR**”) is composed by 2.50% of Capital Conservation Buffer (CCB), 0.02% of Countercyclical Buffer (CCyB) and 0.35% of Systemic Risk Buffer (SyRB). The latter is the requirement to be satisfied as at 31 December 2024, estimated on the basis of exposures as at 30 September 2024.

²⁵ Including net profit as at 30 September 2024 net of dividends.

- 21.7% as Total Capital ratio vs a requirement of 13.37%.

4. Ratings

On 31 January 2025 Moody's confirmed the Bank's ratings, among the others: (i) the Baseline Credit Assessment at "ba2", (ii) the Long-Term Deposit Rating at "Baa3" and (iii) the Long-Term Senior Unsecured Debt Rating at "Ba2". The outlook on the Long-Term Deposit and Senior Unsecured Debt ratings has been changed to "positive" from "stable". The rating action followed the Bank's announcement of an acquisition offer for Mediobanca – Banca di Credito Finanziario Società per Azioni.

On 25 October 2024 Fitch upgraded the Bank's ratings by one notch, raising, among the others (i) the Long-Term Issuer Default rating to "BB+" from "BB", (ii) the Viability rating to "bb+" from "bb", (iii) the Senior Preferred rating to "BB+" from "BB", and (iv) the Long-Term Deposit rating to "BBB-" from "BB+". The outlook on the Long-Term IDR has been changed to "positive" from "stable".

On 15 April 2024, DBRS upgraded the Bank's ratings by two notches, upgrading the Intrinsic Assessment, the Long-Term Issuer rating and the Long-Term Senior Debt to "BB (high)" from "BB (low)", and the Long-Term Deposit rating to "BBB (low)" from "BB". The subordinated debt rating has been upgraded by three notches to "BB (low)" from "B (low)". The outlook has been upgraded in "positive" from stable.

As at the date of this Base Prospectus, the ratings assigned by each Rating Agency are the following:

Moody's	Baseline Credit Assessment	Long Term Senior Unsecured Debt rating	Long Term deposit rating	Short Term rating	Senior Unsecured Debt rating	Long Term Deposit and Senior Unsecured Outlook	Last updated
	ba2	Ba2 ²⁶	Baa3	(P)NP ²⁷	Ba2	Positive	31 January 2025

Fitch	Viability Rating	Long Term Issuer Default rating	Long Term deposit rating	Short Term rating	Long Term Senior Preferred debt rating	Long Term Outlook	Last updated
	bb+	BB+	BBB-	B	BB+	Positive	25 October 2024

DBRS	Intrinsic Assessment	Long Term Issuer rating	Long Term deposit rating	Short Term rating	Long Term Senior rating	Long and Short Term Outlook	Last updated

²⁶ Senior Unsecured debt rating.

²⁷ Pursuant to the rating scale of Moody's Investor Service, "NP" rating refers to issuers rated "Not Prime", i.e. that do not fall within any of the "Prime" rating categories. The short-term rating is on the issuance programme and is therefore provisional (P).

	BB (high)	BB (high)	BBB (low)	R-3 ²⁸	BB (high)	Positive	15 April 2024
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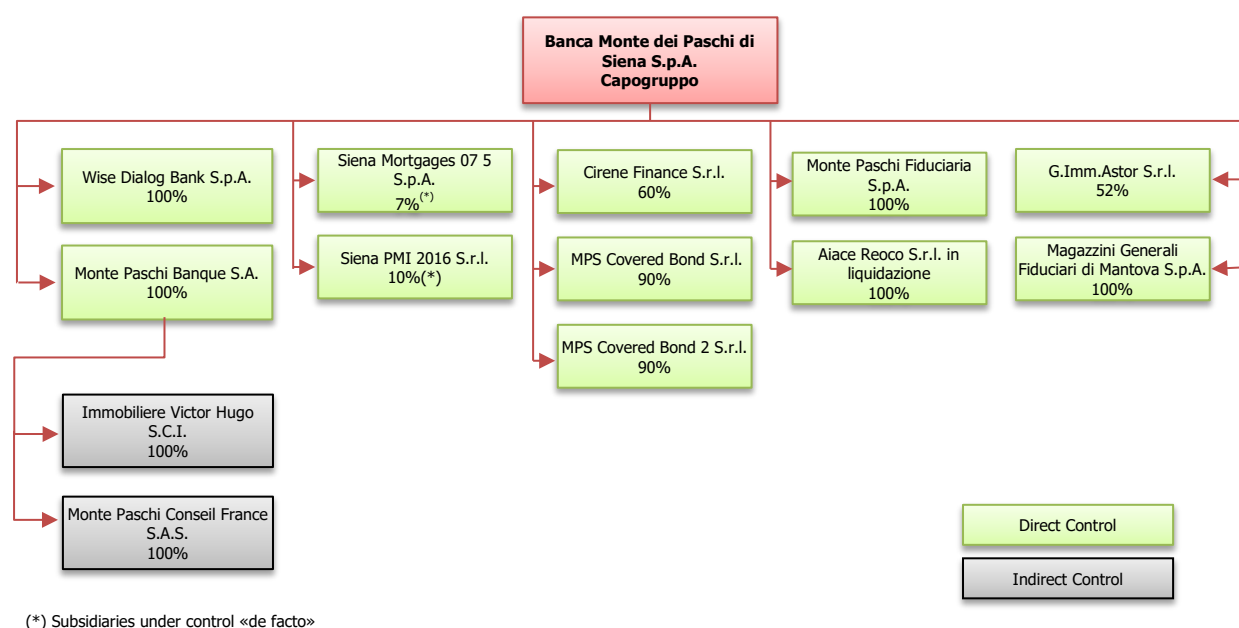
For any further and updated information please refer to the following page:
<https://www.gruppomps.it/en/investor-relations/rating-mps.html>.

5. Principal companies of the BMPS Group

BMPS, as the parent company of the BMPS Group, performs the functions of policy, governance and control of the controlled financial companies and subsidiaries in addition to its banking activities.

BMPS, as the bank that exercises the management and coordination activities of the BMPS Group, pursuant to the fourth paragraph of article 61 of the Italian Consolidated Banking Act, issues, in the performance of the activities of management and coordination, instructions to the companies within the Group, including executing the instructions given by the relevant supervisory bodies and in the interest of maintaining the Group's stability.

The chart below sets out the main companies of the Group and their percentage ownership as at the date of this Base Prospectus.



6. BMPS Group Profile

As at 31 December 2024, the BMPS Group is an Italian banking institution with approximately 3.6 million customers, assets of Euro 122.6 billion (rounded) and significant market shares in all the areas of business in which it operates.

As at 31 December 2024, the BMPS Group counts approximately 16,727 employees, down by 10 units compared to 31 December 2023.

The Group's main activity is retail banking which involves the provision of banking services for individuals,

²⁸ Pursuant to the rating scale of DBRS, "R-3" rating refers to a short-term security (or to a short-term securities portfolio) with a lowest end of adequate credit quality, for which there is a capacity for the payment of short-term financial obligations as they fall due. The certainty of meeting such obligations could be impacted by a variety of developments.

such as financial and insurance products, financial promotion, wealth management and third entities' securities offers and consumer lending. Other areas of business are: factoring, corporate finance and investment banking.

Customers are divided by target segments to which an *ad hoc* service model is applied in order to best respond to the specific needs and demands expressed, and are served through an integrated combination of "physical" and "remote" distribution channels.

The Group mainly operates in the Republic of Italy through, as at 31 December 2024, 1,312 branches, 127 specialised centres, enhanced by Widiba financial advisor network. The number of branches, as at 31 January 2025, is 1,258 following the closures carried out in accordance with the Commitments.

The foreign network includes, as at 31 December 2024, an operational branch in Shanghai, seven representative office boards located in various "target areas" (Central-Eastern Europe, North Africa, India and China) and a bank under foreign law, Monte Paschi Banque S.A., in respect of which negotiations with a potential buyer have been finalized, with the transaction to be closed in 2025. As of 31 December 2024 the operational branch in Shanghai is in the process of being closed.

Organisational structure

Group overview

The BMPS Group is a financial, credit, insurance, integrated and multi-market entity, characterised by an organisation based on:

- a central direction and management coordination structure represented by BMPS as parent company of the Group, which also carries out operational activities on behalf of the commercial network;
- a production structure dedicated to the development of specialist financial instruments to offer the market;
- a distribution structure, consisting of the business units of both BMPS and Banca Widiba, with a network of financial advisors.

The BMPS Group's operations focus on traditional retail and commercial banking services, with activities prevalent in Italy.

The Group is also active in business areas such as leasing, factoring, corporate finance and investment banking. The insurance-pension sector is covered by a strategic partnership with AXA while asset management activities are based on the offer of investment products of independent third parties.

The Group combines traditional services offered through the network of branches and specialised centres with an innovative self-service and digital services system enhanced by the skills of the Widiba financial advisor network.

Foreign banking operations are focused on supporting the internationalisation processes of corporate clients in all major foreign financial markets.

BMPS Group is also present in specific non-banking business areas with the aim of directly controlling economic areas of particular interest, such as companies operating in the agricultural sector, both wine and food, with also a real estate component intended for agritourism and hospitality activities (MPS Tenimenti Poggio Bonelli e Chigi Saracini Società Agricola S.p.A.) as well as custody and deposit services for third parties (Magazzini Generali).

Intragroup transactions primarily regard the financial support from the Bank as parent company to other companies, outsourcing services relative to the auxiliary activities provided by the Bank as parent company (IT services, administrative services and property management).

The BMPS Group's organisational structure as at the date of this Base Prospectus is set out below:



BMPS as parent company of the Group

Through its Head Office, BMPS performs the functions of direction, coordination and control over the Group's companies, as part of the more general guidelines set out by the board of directors and in the interest of the Group's stability.

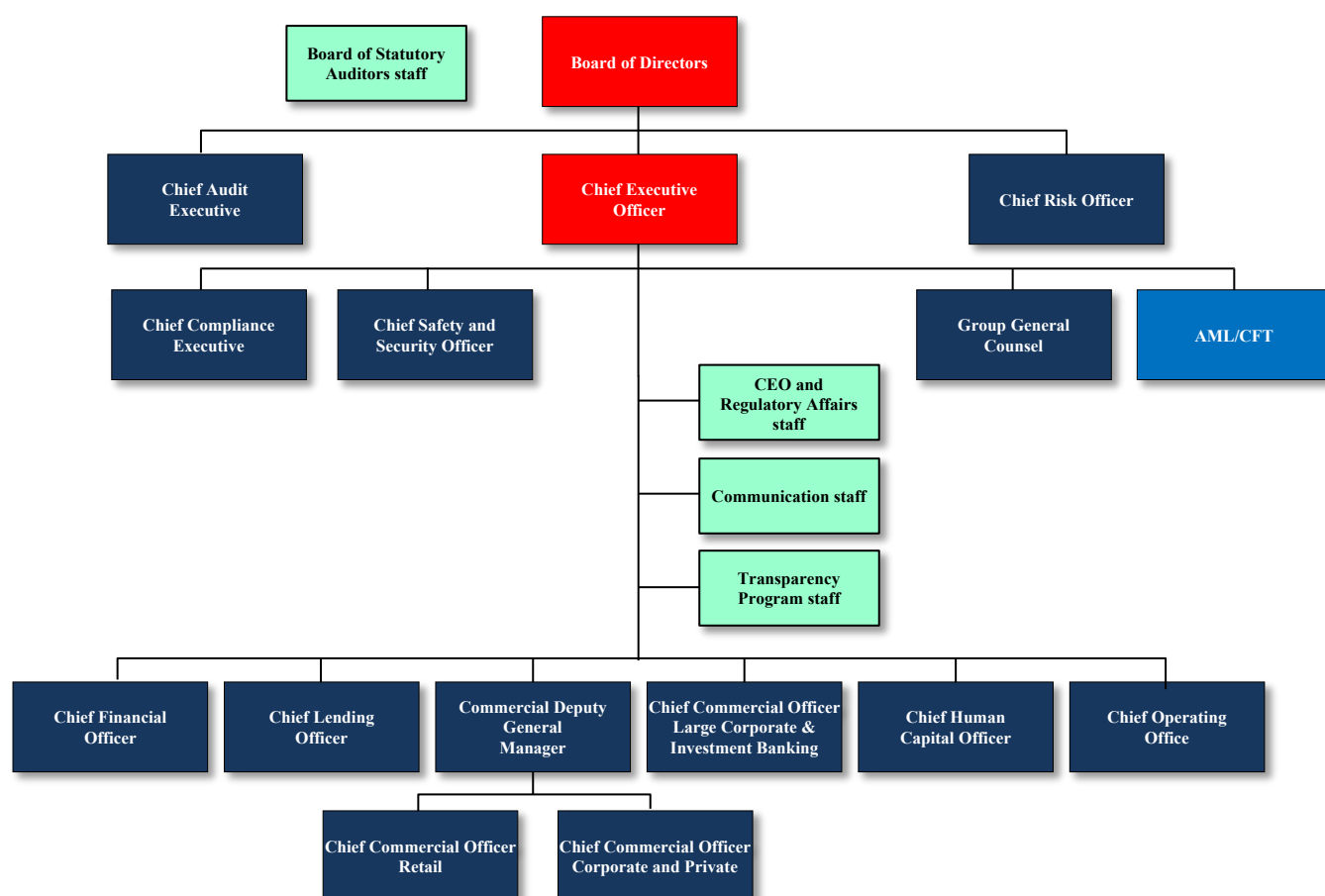
The monitoring and control functions (Chief Audit Executive department and Chief Risk Officer department) report to the Board of Directors, the business, governance and support functions, in addition to the compliance department, are directly supervised by the Chief Executive Officer, strengthening the specialisation of the departments dedicated to the individual business segments.

As at the date of this Base Prospectus, the Bank is divided into the following structures reporting directly to the Chief Executive Officer:

- the Chief Lending Officer department;
- the Deputy Commercial General Manager;
 - the Chief Commercial Officer Retail department;
 - the Chief Commercial Officer Corporate and Private department;
- the Chief Commercial Officer Large Corporate & Investment Banking department;
- the Chief Safety and Security Officer department;
- the Group General Counsel department;
- the Chief Financial Officer department;
- the Chief Operating Officer department;

- the Chief Human Capital Officer department;
- the Chief Compliance Executive department;
- the Anti-Money Laundering / Countering the Financing of Terrorism (AML/CFT) department;
- the Communication staff;
- the CEO and Regulatory Affairs staff;
- the Transparency Program staff.

The organisational chart of the Bank's head offices as at the date of this Base Prospectus is set out below:



7. Funding

As at the date of this Base Prospectus, the Group employs various sources of funding, on the domestic market and international markets, both from retail customers and qualified/institutional investors.

Retail domestic funding is mainly composed of current accounts and time deposits, while institutional funding is mainly raised through public bond issues executed under dedicated programmes (“Euro 50 billion Debt Issuance Programme” - Euro Medium Term Notes, for senior and/or subordinated notes and “Euro 20 billion Covered Bond Programme”, for covered bonds) and repurchase agreements (repo).

As at the date of this Base Prospectus, outstanding issues under the Euro Medium Term Note Programme are equal to a total aggregate notional amount of Euro 5.75 billion (rounded).

A significant funding source (about 11% of the Bank's total liabilities as at 31 December 2023) is also represented by the refinancing operations put in place by the ECB (TLTROIII, MRO and LTRO) guaranteed by assets pledged by the Bank, within the limits and according to the rules established in the Eurosystem.

8. Competition

The BMPS Group faces significant competition from a large number of banks throughout the Republic of Italy.

In recent years, the Italian banking sector has seen increasing price competition as a consequence of the deregulation of the banking sector. The banking industry is moving towards consolidation, creating larger, more effective and competitive banking groups with which the Issuer must compete in all parts of its business.

In attracting retail deposits and financing retail customers, the Bank primarily competes at the local level with medium-sized local banks, and to a lesser extent, with super-regional banks. The Bank's major competitors in other areas of the Italian banking market are Italian national and super-regional banks, such as UniCredit, Intesa SanPaolo, Banco BPM, BPER and Credit Agricole Italia.

Moreover, incumbent fintech operators add competitive pressure in the domestic market in specific business areas (i.e. payment systems and liquidity management services). Competition from non-bank competitors providing banking services, which activity is not as regulated and subject to the scrutiny under existing banking laws and regulations, still arises.

9. ECB/Bank of Italy, Consob and other authorities inspections

9.1 Inspection activity on anti-money laundering

In October 2021, the supervisory division of the Venice branch of the Bank of Italy carried out inspections at three BMPS branches, mainly aimed at investigating the operations of a number of cooperative companies subject to bankruptcy proceedings, which are active in the goods transportation sector.

In August 2022, Bank of Italy communicated the findings of the anti-money laundering desk audit, which revealed some areas of weaknesses that resulted in the dependencies' lack of ability to intercept the overall phenomenon of cash transactions of cooperatives. The aforementioned weaknesses concerned the process of adequate verification and active cooperation, which need the strengthening of safeguards in order to identify, characterize and, consequently, address the objective and subjective elements of anomaly in the operations of cooperatives, referring both to corporate characteristics and *modus operandi*.

The findings of the Supervisory Authority were duly taken into consideration, and the Bank's response letter, accompanied by the ongoing and planned corrective measures, and the contents of which were approved by the Board of Directors, was sent to the Bank of Italy on 20 December 2022.

In November 2022, the Bank of Italy's Anti-Money Laundering Supervision Division II performed an inspection at Banca Widiba, aimed to verify the controls adopted by the Bank to mitigate the money laundering risks associated with the digital on-boarding process.

In December 2022, the Bank of Italy communicated the outcome of the review, signaling some needs of strengthening.

The findings of the Supervisory Authority were duly taken into consideration and the Bank's response letter, attached by the corrective measures included in the 2023 anti-money laundering and combating the financing of terrorism ("AML-CFT") plan and with its contents approved by the Widiba Board of Directors, was sent to Bank of Italy on 4 April 2023. As of the date of this Base Prospectus, the corrective measures have been

implemented.

Starting in 2023, the Supervisory Authority initiated a series of annual meetings with all banks classified as ‘significant’, with the aim of obtaining a comprehensive view of the AML/CFT area.

In this context, between April and May 2024, it met with the AML department of the Issuer, requesting in-depth studies on the strengthening initiatives planned following the results of previous inspections, at the end of which the Supervisory Authority highlighted certain areas for improvement, duly taken into consideration by the Bank, which on 20 June 2024 sent to Bank of Italy a letter of reply with a description of the corrective measures envisaged in a specific plan, previously shared with the Board of Directors.

On 10 June 2024, the AML Supervision and Regulation Unit of the Bank of Italy started an on-site inspection belonging to the reconnaissance/thematic type, with the main focus on the renewal process of due diligence, which ended on 9 August 2024.

The Bank, in a letter signed by the members of its corporate bodies and approved by the Board of Directors at the meeting held on 23 January 2025, provided the Supervisory Authorities on 24 January 2025 with its considerations regarding the observations made, also providing information on the measures already taken and those which it intends to adopt.

9.2 Inspection activity on Trasparency

In September 2024 the Bank of Italy started an inspection focusing on the compliance with the implementing provisions of Directive 2014/92/EU on the comparability of fees related to payment accounts, payment account switching and access to payment accounts with basic features (so called “PAD – Payment Accounts Directive”). The review involved a sample of 12 branches of the Bank and ended on 18 December 2024. Currently the Bank has not yet received the final report from the Bank of Italy, but no critical issue emerged so far.

9.3 Internal Model Investigation (IMI-2022-ITMPS-0197502)

In February 2022, the ECB conducted an on-site investigation to approve the application for authorization (submitted by the Bank to the ECB on 9 November 2021) for material changes to the credit risk models. The material changes relate to the adaptation of the AIRB models (PD and LGD) to the new regulatory reference legislation (EBA/GL/2017/16), to the resolution of observations from previous investigations and to the roll-out of the EAD parameter. The investigation activities ended on 13 May 2022. On 1 March 2023, the Bank received the ECB’s final decision letter with the approval of model change. All the finding of the previous inspections on IRB models were considered as remediated; while an appropriate action plan has been developed to remediate findings detected by IMI 0197502. The models have been implemented into the Group’s management systems since February 2023 and these models were used starting the IQ 2023 regulatory reporting. The Action Plan is completed, except for an obligation scheduled to be resolved by March 2025, in line with the ECB’s expectations.

9.4 Supervisory assessment, implementation plan and ECB Thematic Review on climate and environmental risks

Throughout 2024 the Bank continued the implementation of the plan to integrate climate and environmental risks (the “C&E Risks”) into the risk management framework, in line with the indications received from the ECB following a Thematic Review launched at the beginning of 2022.

On 19 September 2023, the ECB sent to the Bank the decision on the risk identification process for C&E Risks, requiring further strengthening efforts related to the identification of material C&E Risks, the monitoring of the impact of C&E Risks on the business environment in which it operates and recommending the review of the materiality assessment for liquidity risk; in this respect, the Bank defined dedicated actions which were deployed within the stipulated timeframe.

On 10 July 2024 the Bank received from ECB a feedback letter on the activities implemented and to be finalized in response to the thematic review mentioned above. In the aforementioned letter, despite acknowledging that the Bank had substantially complied with the points envisaged in the agenda of the thematic review, ECB requested to further strengthen some points regarding environmental risk, particularly highlighting the need for a deeper analysis and treatment of E-non climatic risk factors. Moreover, the ECB underlined some elements, not explicitly addressed before, requiring a treatment in line with the ECB Guidelines on Climate and Environmental Risk issued in November 2020 (C&E Risks related to the outsourced activities and reputational risk in the ESG area). The Bank has then immediately set up a plan of activities aimed at fulfilling the feedback letter recommendations in a timely manner, these activities were implemented throughout the year 2024.

Finally, the Bank has been selected to participate throughout the first quarter of 2024 in the “*Fit-for-55 climate risk scenario analysis*” exercise, carried out by the EBA together with the other European Supervisory Agencies, the ECB and the ESRB. This exercise was intended to evaluate the advancements made by banks in managing climate-related data and in aligning with the ECB Banking Supervision’s good practices. On 31 May 2024 the Bank received a specific output report on the exercise: in terms of data capability, the results were essentially aligned with the peer group, showing good capabilities in collecting data on the energy efficiency of real estate securing loans (especially residential), some areas for improvement were detected on the data collection related to green-house gas emissions and on net zero targets of counterparties.

9.5 Credit and Counterparty Credit Risk Investigation Activity (OSI 0198380)

On 19 April 2022, the ECB conducted a credit and counterparty risk investigation with the aim of (i) identifying and quantifying any deterioration effects on surveyed portfolios, (ii) verifying the IFRS 9 provisioning model for the portfolios under consideration, and (iii) reviewing the credit classification and provisioning process. The inspection activity was completed in August 2022 and on 10 July 2023 the ECB sent the final follow up letter setting forth its recommendations associated to the findings mentioned in the final report. Afterwards the Bank defined a specific action plan based on these recommendations, the activities has been completed throughout the first half of 2024.

9.6 Residential Real Estate Targeted Review

During the last quarter of 2022 the Bank was included in a targeted review of the “Residential Real Estate” portfolio, with a focus on credit underwriting practices for newly originated loans. The exercise was carried out in several steps focusing on both qualitative and quantitative aspects.

On 31 October 2023, the Bank received an Operational Act indicating nine findings and related recommendations. The main areas of action are related to the delegation of credit granting authority, the stress test framework and the process of evaluation of the borrower’s repayment capacity.

The implementation of the remedial actions to resolve the findings has been completed throughout the first half of 2024.

9.7 Cyber Resiliency Stress Test 2024

The Bank has been selected by the ECB for participation to the Thematic Stress Test on Cyber Resilience throughout the first half of 2024; the stress test is aimed at assessing the digital operational resilience of Significant Institutions to withstand a severe but plausible cybersecurity event.

The Bank-specific outcome of the exercise was communicated by the ECB on July 2024, identifying five findings, one of which was closed at the end of 2024 while the others will be closed by December 2025.

9.8 Internal Model Investigation (IMI 0227377)

On 19 June 2023, the ECB started an internal model investigation with the purpose of assessing the Bank’s application for the roll-out to the subsidiary WIDIBA of the credit risk model (corporate and retail) adopted

by the Bank. The investigation was concluded during August 2023 and, on 23 October 2023, the ECB sent to the Bank the final report notifying 12 findings; on 19 March 2024 the Bank has submitted to ECB an appropriate action plan in order to remedy all the relevant findings; all the related activities were concluded throughout the third quarter 2024.

9.9 Cyber Resilience Targeted Review

During the second half of 2024 the Bank was included in a targeted review on “Cyber Resilience”, the Bank responded to the questionnaire in October 2024 and is waiting for the final outcome from the Supervisory Authority.

9.10 Digital Transformation Deep Dive

In the course of second half of 2024 the Bank was included by the ECB in a Deep Dive on the digital transformation process, in order to verify the adherence of the implemented strategy/processes to the expectations of the Supervision; the final letter indicating any findings and related remedial actions will be sent by BCE by the first half of 2025.

9.11 UTP Deep Dive

In October 2024 the Bank was included by the ECB in a Deep Dive on unlikely-to-pay (UTP), focusing both on the set-up for the review of clients/ exposures and on the set of indicators used and the respective triggers; the Bank is waiting to receive the final outcome from the Supervisory Authority.

9.12 Outsourcing Targeted Review

In the course of fourth quarter of 2024 the ECB conducted a Targeted Review with the aim of assessing the outsourcing process implemented by the Bank; the Bank is waiting to receive the final outcome from the Supervisory Authority.

9.13 Credit and Counterparty Credit Risk Investigation Activity (OSI 0240556)

Starting from November 2024 the ECB will conduct a credit and counterparty risk investigation with the aim of assessing the IFRS9 Compliance/Implementation, to perform a Credit Quality Review on selected portfolios and to assess credit risk processes.

9.14 Consob inspection activity on investment services

From 3 May 2022 to 17 February 2023, a Consob inspection was carried out on the parent company aimed at ascertaining the state of compliance with the new legislation following the transposition of Directive 2014/65/EU (so-called MiFID II) with respect to the following: (i) the procedural structures defined in relation to product governance; and (ii) the procedures for assessing the adequacy of transactions carried out on behalf of customers. Following the aforementioned inspections, on 28 July 2023 Consob, highlighting a context of substantial compliance with the regulatory framework and oversight by the control functions, communicated to the Bank that during the inspection emerged some profiles worthy of further investigation and update, in relation to which the action plan adopted was completed in November 2024.

9.15 Inspection by the Italian Data Protection Authority

On 28 and 29 October 2024, the Bank received an inspection visit from the Italian Data Protection Authority. The inspection concerned the verification of compliance with the provisions on the protection of personal data, also in relation to processing related to banking services and the related controls put in place to protect the data of the persons concerned. The Italian Data Protection Authority will inform the Bank of the outcome of the inspections conducted.

9.16 Funding Plan Targeted Review

On 7 November 2024, the Bank received the outcome of the Targeted Review on funding plans' feasibility, carried out throughout the second half of 2023, which applied to the Bank three findings with deadline 30 April 2025; the Bank is implementing the remedial action plan in line with the requested timeline.

9.17 Internal Model Investigation (IMI 0241024)

During the month of December 2024, the ECB started an On-Site Internal Model Investigation with the purpose of assessing the Bank's application for material model changes on credit risk model.

9.18 EBA EU-Wide Stress Test 2025

The Bank has been selected for participation to the EBA EU-Wide Stress Test 2025 throughout the first half of 2025, aimed at assessing the resilience of the European banking sector; results are expected to be published in August 2025.

9.19 Internal Governance and Risk Management Investigation Activity (OSI 0259894)

During the month of February 2025, the ECB started an On-Site Inspection on the subject matter of internal governance and risk management, with the purpose of assessing Internal Governance-Risk Management processes.

10. Legal Proceedings

10.1 Judicial and arbitration proceedings

On 31 December 2024 the following legal disputes and out-of-court claims were pending:

- legal disputes with a *petitum*, where quantified, of Euro 3.3 billion (rounded) (Euro 3.3 billion (rounded) as at 30 June 2024) and, in particular:
 - Euro 1.6 billion (rounded) (Euro 1.6 billion (rounded) as at 30 June 2024) of claims regarding disputes classified as having a “likely” risk of losing the lawsuit;
 - Euro 1.7 billion (Euro 1.8 billion (rounded) as at 30 June 2024) (rounded) in claims attributable to disputes classified as having a “possible” risk of losing the lawsuit;
- out-of-court claims totalling, where quantified, Euro 0.08 billion (rounded) (Euro 0.08 billion (rounded) as at 30 June 2024), of which Euro 0.04 billion (rounded) (Euro 0.07 billion (rounded) as at 30 June 2024) related to claims classified as having a “likely” risk of losing the lawsuit and Euro 0.04 billion (rounded) (Euro 0.01 billion (rounded) as at 30 June 2024) related to claims classified as having “possible” risk of losing the lawsuit.

For further information regarding the *petitum* and the related provisions, please refer to the sections “*Main types of legal, employment and tax risks*” of the 2022 Consolidated Financial Statements, “*Main types of legal, employment and tax risks*” of the 2023 Consolidated Financial Statements, “*Main types of legal, employment and tax risks*” of the 2024 Consolidated Half-yearly Report.

As of 31 December 2024, following the consolidation of the favourable jurisprudential trend recorded since the fourth quarter of 2023, the *petitum* of disputes and out-of-court claims related to financial information distributed in the 2008-2015 period is Euro 1.3 billion (rounded) (rounded Euro 1.3 billion as at 31 December 2023). Provisions have been made to the “Provision for risks and charges” for amounts that represent the best possible estimate related to each litigation, quantified with sufficient reasonableness and, in any case, in accordance with the criteria set forth in the Issuer's policies.

In this regard, it should be noted that only a part of the proceedings and the out-of-court claims made against the Issuer have been classified as “likely risk” for the purposes of estimating the related provisions in accordance with the accounting and financial reporting rules applicable to the Issuer.

The overall components of the “Provisions for risks and charges” include, in addition to the provisions set aside for “legal and tax disputes”, provisions for expected losses on estimated client complaints.

10.2 Disputes related to certain criminal investigations and legal affairs in connection with events occurred in 2012 and 2013

As at the date of this Base Prospectus, the Issuer and certain of its representatives have been involved in various criminal proceedings and/or, to the Issuer’s knowledge, are under investigation by the competent authorities for possible liability relating to various offences concerning banking transactions, including, for example, those relating to the ascertainment of liability for potential usury offences under Article 644 of the Italian Criminal Code.

It should be noted that directors, representatives and employees, including those who have ceased to hold office, may be involved in criminal proceedings arising from disputes connected with the performance of their activities at the Issuer. Nevertheless, such criminal proceedings are of a residual nature in terms of damages that may be suffered by the Bank and, therefore, such proceedings would not have a negative impact on the Issuer’s and/or the Group’s financial situation.

In particular, as a result of criminal investigations involving the Issuer, various criminal, sanctioning and civil proceedings have been brought by judges, supervisory authorities, consumer associations, investors and the Issuer itself. In this regard, it should be specified that the Issuer has been involved in three criminal proceedings (identified as no. 955/16, no. 33714/16 and no. 29877/22), summarised and described below.

10.2.1 Criminal investigations and proceedings

(A) Proceedings before the Court of Milan no. 955/2016

On 12 May 2017, the officers Alessandro Profumo, Fabrizio Viola and Paolo Salvadori were committed for trial within the context of criminal proceedings before the Court of Milan, in which they were charged for false corporate communications (Article 2622 of the Italian Civil Code) in relation to the accounting of the “Santorini” and “Alexandria” transactions with reference to the Issuer’s financial statements, reports and other corporate communications from 31 December 2012 to 31 December 2014 and with reference to the half-yearly report as of 30 June 2015, as well as for market manipulation (Article 185 of the Financial Services Act) in connection with the disclosure to the public relating to the approval of the aforementioned financial statements and accounts.

Following the formalisation of the appearance in court by the Issuer, the Public Prosecutor requested the issuance of a ruling of acquittal because there was no case to answer or because the matter did not constitute an offence, depending on the charge in question.

Following the outcome of the preliminary hearing, the Judge for the Preliminary Hearing (“GUP”) did not find the necessary prerequisites for the decision not to proceed to trial and ordered the committal for trial of the defendants, the natural persons (Mr. Viola, Mr. Profumo and Mr. Salvadori) and the Issuer (as the liable party pursuant to Legislative Decree No. 231/2001). Only Mr. Salvadori was not charged under Article 185 of the Financial Services Act.

At the hearing of 16 June 2020, following the indictment, the representatives of the Public Prosecutor’s Office requested the acquittal of the defendants.

On 15 October 2020, the Court of Milan read the conclusions of the first instance ruling, registered under

no. 10748/20, convicting all the defendants and the Issuer pursuant to Legislative Decree No. 231/2001. The grounds were filed on 7 April 2021.

In the grounds, the Court analysed the conduct charged against the defendants with reference to the incriminating circumstances pursuant to Article 2622 of the Italian Civil Code (false corporate communications of listed companies) and pursuant to Article 185 of the Financial Services Act (market manipulation) and confirmed the grounds for the administrative offences charged against the Issuer pursuant to Articles 5, 6, 8 and 25 ter, letter b) of Legislative Decree No. 231/2001, limited to the crime of false information in relation to the 2012 financial statements and the 2015 half-yearly report, as well as pursuant to Articles 5, 8 and 25-sexies of Legislative Decree No. 231/2001 due to market manipulation in relation to press releases concerning the approval of the financial statements as of 31 December 2012, 31 December 2013, 31 December 2014 and the half-yearly report as of 30 June 2015, imposing an administrative fine of Euro 0.8 million.

With reference to the Issuer's position as plaintiff in civil proceedings, the grounds of the judgment explained the reasons for the generic sentence of compensation for damages under which the claims of civil parties can be accepted, pursuant to Article 2049 of the Italian Civil Code, in separate civil proceedings.

The Issuer appealed against the first instance judgment before the Court of Appeal of Milan, in its capacity as civilly liable party, jointly and severally with the defendants, having administrative liability pursuant to Legislative Decree No. 231/2001.

On 11 December 2023, the Court of Appeal of Milan overturned the first instance ruling. In particular, the defendants were acquitted because there was no case to answer, and consequently the Issuer was acquitted of administrative liability pursuant to Legislative Decree No. 231/01 due to the non-existence of the predicate offences. The Court also revoked, against the defendants and the Issuer as civilly liable, the sentences relating to compensation for damages and the reimbursement of legal costs, and sentenced those who had appealed to pay the legal costs at first instance.

At the request of the Judge, the President of the Milan Court of Appeal granted to defer the filing of the grounds of the judgment, scheduled for 11 March 2024, for an additional 90 days. The grounds for the judgement, filed on 7 June 2024, conclude for the full acquittal of the defendants because the fact does not exist, both with reference to the crime pursuant to Article 2622 of the Italian Civil Code (false corporate communications of listed companies) in relation to the financial statements as at 31 December 2012 and the half-yearly report as at 30 June 2015, and with reference to the crime pursuant to Article 185 of the Financial Services Act (market manipulation) in relation to the press releases concerning the approval of the financial statements as at 31 December 2012 to 31 December 2014 and the half-yearly report as at 30 June 2015, on the assumption that the alleged false accounting representation of the "Santorini" and "Alexandria" transactions did not exist beyond reasonable doubt and that the offence pursuant to Article 185 of the Financial Services Act lacks the element of falsity of the information disseminated to the market. Similarly, the Issuer is acquitted of the administrative offences due to the absence of the predicate offence. The ascertained lack of the objective element of the alleged offences also eliminates the basis for the claims for damages brought by the civil parties against the defendants and the Issuer as civilly liable. The Attorney General's Office (*Procura Generale*) and the civil party, named Bluebell Partner, challenged the judgment issued by the Criminal Court of Appeal of Milan on 22 July 2024, before the Supreme Court.

At the hearing held on 20 February 2025, the Fifth Section of the Supreme Court of Cassation rejected the appeals filed by the Public Prosecutor's Office of Milan and by the civil plaintiff BlueBell, confirming the sentence of the Court of Appeal of Milan issued on 11 December 2023 acquitting the defendants and the Bank.

(B) *Audits of the 2012, 2013, 2014 and 2015 interim financial statements in respect of the non-performing loans – Criminal proceedings 33714/16*

In relation to criminal proceedings no. 33714/16 which is still in the early phase of preliminary hearing (*udienza preliminare*) before the Court of Milan, the Issuer was originally summoned as administrative manager pursuant to Legislative Decree No. 231/2001 in connection with a charge of false corporate communications (pursuant to Article 2622 of the Italian Civil Code) relating to the 2012, 2013, 2014 financial statements and the 2015 half-yearly report due to the alleged overstatement of so-called non-performing loans.

On 4 May 2018, the Issuer's position was dismissed by the Public Prosecutor's Office due to the groundlessness of the offence (order also confirmed by the General Prosecutor's Office on 15 March 2019).

On 25 July 2019, the Judge for the Preliminary Investigations of the Court of Milan, acknowledged the dismissal of the proceedings against the Issuer, as a liable party pursuant to Legislative Decree No. 231/2001 (moreover, the Issuer had also assumed the role of plaintiff in the proceedings) and ordered the continuation of the investigations against the defendants (*i.e.* Chairman of the Board of Directors, Chief Executive Officer and *pro-tempore* Chairman of the Board of Statutory Auditors), thus rejecting the request by the Public Prosecutor to dismiss the case (accompanied by a detailed expert's report prepared in the interest of the Public Prosecutor's Office). The investigation continued in the form of the pre-trial hearing (in which the Issuer did not take part), where two experts were appointed by the Judge for Preliminary Investigations, who filed their report on 30 April 2021. The questions submitted to the experts mainly concerned the verification of the correctness and timeliness of the value adjustments of non-performing loans recorded by the Issuer in the period 2012-2017 in compliance with the accrual principle and the other accounting principles in force at the time of the events.

The conclusions of the experts (which contradicted those of the experts initially called upon by the Public Prosecutor's Office) were then included in the notice of conclusion of the investigation.

At the hearing of 8 June 2021, the pre-trial hearing was closed and the Judge for the Preliminary Investigations forwarded the documents to the Public Prosecutor's Office granting it a period of 45 days to carry out any further investigations and make its own decisions.

As part of this further investigation phase, the Public Prosecutor ordered two new technical consultations. In particular, on 16 November 2021, the Public Prosecutor instructed two additional consultants to examine the documentation relating to the 100 positions for which the ECB, in the context of the 2015-2016 inspection, had indicated the greatest difference between the provisions set aside by the Issuer and those indicated by the same Supervisory Authority, in order to identify the actual incidence of such variance.

This analysis was concluded with the preparation of additional technical opinions. The Public Prosecutor's consultants, while finding certain alleged accounting errors, came to different conclusions from those of the expert report ordered by the Judge for the Preliminary Investigations in 2020 on the same credit positions.

In addition, the Public Prosecutor instructed two officials of the Bank of Italy to examine the effects on regulatory capital of significant adjustments to non-performing loans that the Issuer should have made in the financial years covered by the aforementioned 2020 report. Also in this case the two appointees filed their expert report.

On 25 February 2022, the Judge for the Preliminary Investigations informed the defendants of the extension of the deadline for the conclusion of the investigation (until 31 May 2022) requested by the Public Prosecutor.

On 16 September 2022, a notice was received regarding the conclusion of preliminary investigations pursuant to Article 415-*bis* of the Italian Code of Criminal Procedure against three former members of the Issuer (two Chairmen of the Board of Directors and one Chief Executive Officer) and a former manager (responsible for preparing the corporate accounting documents). Notwithstanding the previous dismissal, the Issuer also received the same notice in its capacity as administrative liable party pursuant to Legislative

Decree No. 231/01.

On 14 December 2022, an indictment was issued against the above-mentioned executives and the former manager for the crimes of false corporate communications (pursuant to Article 2622 of the Italian Civil Code) and market manipulation (pursuant to Article 185 of Legislative Decree no. 58/1998) with reference to the 2013-2014-2015 financial statements and the 2015-2016 half-yearly report, as well as false accounting statements (pursuant to Article 173-*bis* of Legislative Decree no. 58/1998) in relation to the 2014-2015 financial statements.

According to the charges, in the aforementioned corporate communications, the defendants allegedly accounted for adjustments relating to non-performing loans in violation of accounting principles, thereby misrepresenting the Issuer's economic-financial situation. According to the prosecution, this misrepresentation was also reflected in the communications and statements issued at the same time by the Issuer.

On 12 December 2022, on the other hand, the Issuer was disqualified as being administratively liable under the 231 Model in relation to the administrative offences set forth in Articles 5, 6, 7, 8 and 25-ter, letter b) and 25-sexies of Legislative Decree No. 231/2001, arising from the aforementioned cases of false corporate communications and market manipulation.

Over 5,200 civil parties took part in the hearings held on 12 May 2023 and 26 June 2023. Consob and the Bank of Italy did not join as civil parties. Almost all of the civil parties requested that the Issuer be summoned as a civilly liable party.

On 19 September 2023, the Judge issued a decree summoning the civil liable party and at the hearing of 10 November 2023, the Issuer joined the proceedings. At the hearing held on 22 December 2023, the cross-examination on the issues concerning the civil party's joinder took place and the Judge adjourned the hearing to 22 April 2024.

At the hearing of 22 April 2024, the GUP read out the order concerning the issues on the constitution of civil plaintiffs, ordering the exclusion of almost 300 civil plaintiffs, mainly due to formal defects. At the same hearing, the Bank's defence also raised the preliminary issues concerning the nullity and unusability of the expert's report ("*perizia Bellavia – Ferradini*"), to which the Public Prosecutors replied, requesting the rejection of the same, a request joined by all the civil parties.

At the hearing on 20 June 2024, the GUP, who was in charge of the excerpt arising from the order of compulsory impeachment (see paragraph "*(C) Audits of the 2016 and 2017 interim financial statements in respect of the non-performing loans - Criminal Proceedings 29877/2022 Court of Milan*" below), issued an order in which the GUP ruled in favor of the unification of the two proceedings, considering that the legal prerequisites were met.

The aforementioned proceedings were, accordingly, unified at the hearing held on 20 January 2025. A first hearing has been held on 28 February 2025 and this will be followed by further hearings on 9 April 2025 and 8 May 2025.

(C) Audit of 2016 and 2017 interim financial statements in respect of the non-performing loans - Criminal proceedings 29877/2022 before the Court of Milan

On 28 May 2024, a number of employees, former employees and former officers of the Issuer received an order pursuant to Articles 409 and 410 of the Code of Criminal Procedure on the subject of "non-performing loans", concerning the alleged failure to timely account for past losses. This order, *de facto*, extends the period covered by criminal proceeding 33714/2016 - which provides for specific reserve funds in the Issuer's financial statements - existing on the same subject, concerning the financial statements from 31 December 2013 to 30 June 2016, to the financial closed as at 31 December 2016 and 31 December 2017. This order

instructed the Public Prosecutors to proceed with the compulsory indictment of 5 individuals. With the indictment, the prosecutors filed, at the same time, an application to merge these proceedings with the main proceeding (see paragraph “(B) *Audits of the 2012, 2013, 2014 and 2015 interim financial statements in respect of the non-performing loans– Criminal proceedings 33714/16*” above).

On 11 July 2024, the Bank, in its capacity as plaintiff, was served notice of the preliminary hearing.

At the preliminary hearings, held on 23 July 2024 and 23 September 2024, approximately 2,080 civil plaintiffs appeared, of which approximately 1,900 had already appeared in the proceedings no. 33714/2016, with a simultaneous request to summon the Bank, as parent company of the Group, and Consob as civilly liable party.

At the hearing held on 28 November 2024, the Parent appeared as civilly liable party and at the subsequent hearing held on 19 December 2024, the Judge issued the order ruling: (i) the exclusion of Consob as civilly liable party, (ii) the exclusion of 20 civil parties for procedural irregularities.

At the hearing held on 20 January 2025, the Judge for Preliminary Hearing then ordered the unification of the two proceedings.

In addition, the Judge for Preliminary Investigations, in the aforementioned order of indictment dated 28 May 2024, ordered a supplementary investigation regarding a hypothesis of fraud to the detriment of the State with reference to the precautionary recapitalisation transaction. The investigation is still ongoing.

10.2.2 Civil Proceedings

(A) Litigation Related to Financial Information Disseminated in the 2008-2015 period

The Issuer is exposed to civil proceedings in relation to the financial information disclosed in the period 2008-2015, as shown in the financial statements and interim accounts.

Without prejudice for the outcome of the proceedings described above (no. 955/16, no.33714/16 and no. 29877/22) the Bank registered the issuance of 16 verdicts favourable to the Bank having a subject substantially mirroring the above mentioned criminal proceedings.

In any case, the Issuer availed itself of the option granted by IAS 37 not to disclose information on the provisions recorded in the accounts as it believes that such information could seriously jeopardise its position in litigation and any settlement agreements.

(i) Legal dispute Banca Monte dei Paschi di Siena S.p.A. / the holders of FRESH 2008

Certain holders of FRESH 2008 securities maturing in 2009, by writ of summons served on 15 November 2017, brought an action before the Court of Luxembourg against the Issuer, the company Mitsubishi UFJ Investors Services & Banking Luxembourg SA (which replaced the Bank of New York Mellon Luxembourg, the bond issuer), the English company JP Morgan Securities PLC and the American company JP Morgan Chase Bank N.A. (which entered into a swap agreement with the bond issuer) in order to: (i) ascertain the inapplicability of the decree that ordered the burden sharing to the holders of the FRESH 2008 securities and, consequently, to declare that the said bonds cannot be forcibly converted into shares; (ii) affirm the validity and effectiveness of the aforesaid bonds in accordance with the terms and conditions of their issue, as governed by Luxembourg law, and, in addition, to ascertain that the Issuer is not to obtain from JP Morgan the payment of Euro 49.9 million to the detriment of the holders of the FRESH 2008 securities. The Court of Luxembourg, by order of 11 January 2022, rejected the Issuer’s requests for a stay of the proceedings until the international courts have ruled on the preliminary objections; on the other hand, it upheld the plea of lack of jurisdiction of the Court in relation to the claim concerning the usufruct agreement entered into by the Issuer with JP Morgan Securities PLC and JP Morgan Chase in the context of the 2008 share capital

increase transaction. With respect to the aforementioned usufruct agreement, the Luxembourg Court reserved its decision pending the resolution of the Italian Court and, on the contrary, declared that it had jurisdiction in relation to the swap agreement entered into by the Issuer also in the context of the 2008 share capital increase transaction.

It should be noted that, following the commencement of the proceedings in question by the holders of the FRESH 2008 securities, the Issuer, on 19 April 2018, commenced proceedings before the Court of Milan against JP Morgan Securities, Ltd JP Morgan Chase Bank N.A. London Branch, as well as against the representative of the holders of the FRESH 2008 securities and Mitsubishi Investors Services & Banking Luxembourg SA in order to obtain a declaration that the Italian Court is the only court having jurisdiction and power to decide on the above-described usufruct agreement and company swap agreement.

The Court of Milan, considering the preliminary nature of the matter of jurisdiction raised by the defendants and the pendency of a dispute with the same *petitum* and the same *causa petendi* before the Luxembourg Court, in 2019 had ordered the suspension of the proceedings pending the decision of the aforementioned Luxembourg Court, a decision confirmed by the Italian Supreme Court in 2021.

In the meantime, in November 2022, the holders of the FRESH 2008 securities appealed against the first instance judgment issued by the Luxembourg Court, against which the Bank in turn lodged a cross appeal. The proceedings have been held for decision; the next hearing is scheduled on 4 April 2025.

At the same time, the Issuer – on the basis of the ruling issued by the Court of Luxembourg – filed an appeal with the Court of Milan for the resumption of the proceedings brought therein in 2018, but the Court of Milan, with a recent order dated 11 January 2024, declared it inadmissible, pointing out that the suspension of the Italian proceedings had been ordered at the time (2 December 2019) until the decision of the Luxembourg Court became final, which had not occurred due to the appeals described above.

In the event of a favourable outcome of the litigation for the Bank, the FRESH 2008 securities will be converted into the shares, already issued, of the Issuer, which will also collect the amount of Euro 49.9 million, recording a corresponding economic income. In the event of an unfavourable outcome of the litigation, the burden sharing principle will not apply and therefore the bondholders will retain the right to receive the coupon (equal to Euribor 3M+425 bps on a notional amount of Euro 1 billion) provided that the Issuer generates distributable profits and pays dividends.

Any unfavourable outcome of the litigation would have effect from the decision to distribute dividends in 2024 from 2023 earnings. In any event, at the current *status* of the litigation, the Bank considers any rights of the FRESH 2008 bondholders to be null and void pursuant to the application of Article 22 paragraph 4 of Legislative Decree 237/2016 and the “capital deficiency event” recorded as at 30 June 2017; therefore, the Bank determined the capital ratios and earnings per share as at 31 December 2024 without taking into account the FRESH 2008 coupon. It is worth to point out that as of the date of this document, the Bank has not received any request for payment of the coupon by third parties.

(ii) *Dispute Banca Monte dei Paschi di Siena S.p.A./ Alken Fund Sicav and Alken Luxembourg S.A. (now Virmont SA)*

On 22 November 2017, the counterparties (the “**Funds**”) served a writ of summons at the Court of Milan against the Issuer, as well as Nomura International (“**Nomura**”), Giuseppe Mussari, Antonio Vigni, Alessandro Profumo, Fabrizio Viola and Paolo Salvadori, requesting the Court to confirm and declare: (i) the alleged liability of the Issuer pursuant to Article 94 of the Financial Services Act, as well as for the acts of the defendants Mussari, Vigni, Profumo and Viola pursuant to Article 2935 of the Italian Civil Code for the offences committed against the plaintiffs; (ii) the alleged liability of the defendants Mussari and Vigni in relation to the investments made by the Funds in 2012 on the basis of false information; (iii) the alleged liability of the defendants Viola, Profumo and Salvadori in relation to the investments made by the Funds after 2012; and (iv) the alleged liability of Nomura pursuant to Article 2043 of the Italian Civil Code and,

consequently, to order the Issuer and Nomura jointly and severally to pay compensation for pecuniary damage in the amount of Euro 423.9 million to Alken Funds Sicav and Euro 10 million for lower management fees and reputational damage to the management company Alken Luxembourg SA, as well as compensation for non-pecuniary damage arising from the crime of false corporate information. The Issuer duly joined the proceedings, challenging all opposing arguments. It should be noted that four individuals intervened in the proceedings, claiming damages totalling approximately Euro 0.7 million. With a ruling issued on 7 July 2021, the Court of Milan rejected all the claims made by the Funds, which were ordered to reimburse the Issuer's legal expenses. The claim of a single intervener for Euro 52,000 (for principal and interest), jointly and severally with Nomura and partly with Antonio Vigni and Giuseppe Mussari, was partially upheld. Both the Issuer and Nomura, as well as the Funds, appealed (the latter for a *petitum* of approximately Euro 454 million) against the judgment before the Court of Appeal of Milan, before which the aforesaid intervener Gaetano Longobardi (whose claim had been only partially upheld by the Court) and another intervener Giulio Longobardi (whose claim had been rejected) appeared, lodging a cross-appeal against the Issuer for approximately Euro 0.6 million. On 13 July 2022, the first hearing of the three pending appeal proceedings was held, the joinder of which was ordered. The Court of Appeal of Milan subsequently retained the case for decision at the hearing of 10 May 2023, which was followed by the ruling published on 9 November 2023 in which the Court fully rejected both the claims of the Funds and the cross-appeals of the interveners, accepting instead the appeals of the Issuer, Nomura, Mussari and Vigni. The Funds appealed to the Italian Supreme Court on 9 January 2024 against the aforementioned judgment of the Court of Appeal, which awarded the costs. The Bank filed the proceeding before the Supreme Court claiming the rejection of the case and the condemnation of the plaintiff to the payment of the outstanding legal fees.

(iii) Dispute BMPS, Alessandro Profumo, Fabrizio Viola, Paolo Salvadori and Nomura International PLC, York and York Luxembourg Funds

On 11 March, 2019, the York and York Luxembourg Funds served a writ of summons at the Issuer's registered office, proposing an action before the Court of Milan against the Issuer and Mr. Alessandro Profumo, Fabrizio Viola, Paolo Salvadori, as well as Nomura International PLC ("**Nomura PLC**"), to claim damages for a total of Euro 186.7 million and – subject to the incidental finding of the perpetration of the crime of false corporate communications – compensation for non-pecuniary loss to be paid on an equitable basis, plus interest, revaluation and expenses.

The plaintiffs' claim relates to the losses (quantified, as mentioned above, at Euro 186.7 million) suffered in connection with the investment transactions in the Issuer's capital for a total of Euro 520.3 million, carried out both through the purchase of shares (investment of Euro 41.4 million by York Luxembourg) and through the execution of derivative instruments (investment of Euro 478.9 million by York Funds).

The disputed investment transactions began in March 2014, when Mr. Fabrizio Viola and Mr. Alessandro Profumo held the positions of Chief Executive Officer and Chairman of the Issuer, respectively. The plaintiffs allege unlawful conduct on the part of the Issuer's top management, who allegedly misrepresented the financial statement data to the market by circulating erroneous and deceptive price-sensitive information.

The Issuer duly joined the proceedings and, after the filing of the preliminary briefs, the Court of Milan, at the hearing of 15 July 2022: (i) declared inadmissible the witness evidence requested by York, Nomura PLC, Profumo and Viola and (ii) deferred to the panel of judges – following the outcome of the decision on the causal link – the assessment of the need to order the expert accounting report requested by York. At the hearing of 23 November 2023, the parties therefore filed their conclusions and the case was retained for decision with the legal deadline to file the final documents.

Thereafter, in a judgment of 16 May 2024, the Court of Milan rejected all the claims of the Funds, which were sentenced to pay the legal expenses; in addition, the Court of Milan found the adversary action temerarious and that there were, therefore, the conditions for a judgement pursuant to Article 96, paragraph three, of the Code of Civil Procedure, fairly quantified in half of the liquidated legal expenses and therefore

equal to Euro 120,000.00 for the Issuer (having been paid legal expenses in favour of the Issuer for Euro 240,000.00).

On 17 June 2024, the Funds lodged an appeal against the aforementioned judgment, asking the Milan Court of Appeal to reformulate the judgment of the Court of first instance in its entirety, granting the claims of the other party at first instance and ordering the defendants (now the appellants) to reimburse both the costs of the two instances and the amount received by way of judgment pursuant to Article 96 of the Code of Civil Procedure. The Issuer duly appeared in court in view of the first hearing held on 22 January 2025. At that hearing, the death of Dr. Salvadori was acknowledged and the case was declared interrupted.

10.2.3 Disputes relating to securities subject to the Burden Sharing

Following the burden-sharing ordered in the course of 2017 in application of Legislative Decree no. 237/2016, a number of investors who purchased subordinated bonds issued by the Bank (which then became shareholders as a result of the aforementioned measure, with the consequent emergence of capital losses compared to the amount initially invested) sued the Issuer.

It should be noted that, for part of the litigation, the plaintiffs are no longer holders of the securities as they sold the securities prior to the entry into force of Decree 237/2016. It should also be mentioned that the counterparties sued the Issuer claiming that the latter, at the time of the investment, failed to inform clients about the nature and characteristics of the financial instruments purchased, also raising further objections on the proper fulfilment of the Issuer's obligations as an intermediary in breach of the Financial Services Act (and its implementing rules), as well as in violation of the general principles of fairness, transparency and diligence.

10.2.4 Civil disputes arising in connection with the ordinary business of the Issuer

The most relevant proceedings in terms of *petitum* and status of the lawsuit are listed below.

(A) Civil dispute brought by Fatrotek S.r.l. before the Courts of Salerno

By a writ of summons dated 27 June 2007, the Issuer was sued to pay damages for the alleged pecuniary and non-pecuniary loss suffered by the bankruptcy petitioner, as a result of an alleged unlawful reporting in the Central Credit Register for Euro 157 million.

The Court of Salerno, with a judgment dated 11 November 2022, ascertained and settled only the non-pecuniary damage, amounting to Euro 20,000 for each bank (therefore for a total of Euro 100,000) plus interest and legal costs. The Issuer paid the portion equal to Euro 34,151.69. The substantially successful outcome of the proceedings led to the conclusion that an appeal was not admissible, which, however, was filed by the bankruptcy petitioner with a summons served on 10 July 2023. An appearance hearing was held on 11 January 2024 and the case was adjourned to 11 July 2024 for the acquisition of the technical office report ("*relazione tecnica di ufficio*") carried out at first instance. After such hearing the Court is going to issue a specific order in connection with the activities to be carried out in the following phase of the proceeding. The appeal filed by the insolvency procedure is currently adjourned for closing arguments, at the hearing on 25 September 2025; the Court deferred to the decisional stage any assessment regarding the renewal of the technical office advice ("*consulenza tecnica di ufficio*") requested by the counterparty.

(B) Civil disputes instituted by Riscossione Sicilia S.p.A. and the Assessorato of Economy of Sicily before the Courts of Palermo

(i) Litigation initiated by Riscossione Sicilia S.p.A.

By a writ of summons served on 15 July 2016, Riscossione Sicilia S.p.A. (now Agenzia delle Entrate – Riscossione, "**ADER**") summoned the Issuer to appear before the Court of Palermo, seeking an order to

collect a total amount of Euro 106.8 million. Riscossione Sicilia S.p.A.'s claim, as set out in the writ of summons, is part of the complex relationship between the Issuer and the plaintiff, which arose from the sale to Riscossione Sicilia S.p.A. (pursuant to Legislative Decree 203/05 converted into Law 248/05) of the Bank's former stake in Monte Paschi Serit S.p.A. (later Serit Sicilia S.p.A.).

In judgment no. 2350/22, filed on 30 May 2022, the Court of Palermo, substantially in line with the conclusions of the court-appointed expert's report ordered in the lawsuit, rejected the claims brought by Riscossione Sicilia and upheld the counterclaim brought by the Issuer, ordering the latter to pay the Issuer the sum of approximately Euro 2.9 million plus legal interest and legal costs. Said judgment was appealed by ADER on 27 December 2022 with a summons before the Court of Appeal of Palermo. The Bank joined the proceedings with a statement filed on 15 April 2023 filing a cross-appeal. The first appearance at the hearing of 5 May 2023 was held with written hearing and the case was adjourned for closing arguments to 7 November 2025.

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(ii) Litigation initiated by Department of Economy of Sicily

On 17 July 2018, the Department of Economy of Sicily (the "**Department**") served the Issuer with an order of injunction pursuant to Article 2 of Royal Decree no. 639/1910 (the "**Order**") and of repayment pursuant to Article 823, paragraph 2, of the Italian Civil Code of the sum of approximately Euro 68.6 million, and with judgment no. 3649/2021, published on 4 October 2021 and served on 5 October 2021, the Court of Palermo dismissed the Issuer's objection against the aforesaid Order, ordering the Issuer to pay the costs of the litigation. The judgment has been appealed before the Court of Appeal of Palermo. At present, the case has been adjourned to the hearing of 18 December 2025 for closing arguments.

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(iii) Litigation initiated by BMPS

In the different judgment commenced by the Bank, pending before the Administrative Court of Sicily (no. 2201/2018), to declare null and void the order issued by the Court of Palermo in accordance with article 2 of Royal Decree 639/1910. The Administrative Court of Sicily issued a favourable verdict in favor of the Bank on 17 November 2023 rendering partially null and void the legal action of the Department in accordance with Article 823 paragraph 2 of the Italian Civil Code.

The Bank also challenged the order of payment issued by the Department. Such legal action brought by the Bank is currently pending in the appeal phase.

Finally it is worth to point out that discussions with ADER are pending relating to the activities of the recovery of the credit of Euro 68.6 million.

(C) Civil Case brought by Nuova Idea S.r.l.

By a writ of summons served on 21 December 2021, Nuova Idea S.r.l. sued the Issuer before the Court of Caltanissetta to have the latter declared obliged to pay compensation for all pecuniary and non-pecuniary damages suffered by the company as a result of the protest of a bill of exchange for Euro 2,947 domiciled at the Caltanissetta branch, which, according to the plaintiff's point of view, was raised due to the Issuer's sole negligence.

The plaintiff claims that the unlawful protest constituted the sole causal antecedent of a chain of events described in the writ of summons which resulted in the net reduction of its shareholding in a Temporary Grouping of Enterprises awarded a service contract with ASL Napoli 1 Centro, and consequently requested, principally, that the Issuer be ordered to pay in its favour the amount of Euro 57.3 million by way of loss of revenue due to the failure to maintain the original shareholding in the Temporary Grouping of Enterprises,

as well as an amount of Euro 2.8 million by way of loss of profit, making a total of Euro 60.1 million, in addition to compensation for the damage to the company's image and commercial reputation to be paid on an equitable basis.

At the preliminary hearing held on 22 May 2023 the Issuer promptly appeared, declaring the correctness of its conduct at the time of the filing of the complaint and the absence of any causal link between the Issuer's actions and the alleged damage.

The case is currently at the preliminary investigation stage. Since the witnesses' statements were inconsistent on a number of points, the Judge ordered a further direct confrontation of the witnesses by the Investigating Judge, setting the next hearing for 17 April 2024 in order to obtain a final clarification.

At the hearing of 17 April 2024, the confrontation between witnesses was not held following the death of Mr. Ferro Giovanni. By order of 22 April 2024, the Judge rejected the counterparty's request for substitution of the witness Ferro and any other preliminary enquiry requested by both parties, setting a hearing for closing arguments for 9 October 2024.

Following the Judicial Liquidation Judgment of the Court of Caltanissetta no. 13 of 22 July 2024, the Receiver of Nuova Idea S.r.l. entered in the pending proceeding on 3 October 2024. At the subsequent hearing on 9 October 2024, the judge held the case for decision, setting deadlines for closing arguments and replies.

With sentence no. 26 issued by the Court of Caltanissetta, published on 8 January 2025, the first instance of the case was settled with the conviction of the Bank to pay Euro 2.8 million as compensation for the damage suffered by Nuova Idea S.r.l., with full compensation for the costs of the litigation. The Court deemed that there was a causal link between the non-payment of the promissory note by the Bank and the company's marginalisation in the public tender obtained in RTI. Since there are valid grounds for reform, the Bank appealed before the Court of Appeal of Caltanissetta with a request for suspension of the ruling. The first hearing has been scheduled on 10 July 2025.

(D) Banca Monte dei Paschi di Siena S.p.A. vs. EUR S.p.A.

EUR S.p.A. sued before the Court of Rome the former subsidiary MPS Capital Services S.p.A. (now merged by incorporation into the Issuer), jointly with three other lenders, principally to obtain the declaration of nullity or, in the alternative, the cancellation and/or ineffectiveness of the following agreements: (i) interest rate swap (IRS) entered into on 24 April 2009; (ii) IRS dated 29 July 2009; (iii) the Novation Confirmation dated 15 July 2010 by which the IRS sub 2 was transferred from Eur Congressi S.p.A. to Eur S.p.A.; (iv) the close out agreement dated 29 July 2010 relating to the IRS sub 1; (v) the termination agreement dated 18 December 2015 relating to the IRS sub 2. Also as main claim, the plaintiff requested that the pool banks be ordered, jointly and severally, by way of reimbursement of undue payments and compensation for pre-contractual and/or contractual and/or extra-contractual damages, to pay the amount of approximately Euro 57.7 million representing the *petitum* indicated by the plaintiff.

Since this amount relates to all derivatives entered into by the four banks in the pool with EUR S.p.A., it should be noted that in the unlikely event of a loss, the Issuer may apportion the amount of any condemnation with the other banks in the pool in proportion to its own share in the facility, which for the former subsidiary MPS Capital Services S.p.A. was 12.61%.

MPS Capital Services S.p.A. joined the proceedings challenging all the adverse claims and objected in *limine litis* to the lack of jurisdiction of the Court, given that the agreements regulating the derivative transactions between the subsidiary and EUR S.p.A. are ISDA Master Agreements subject to the law and jurisdiction of the Anglo-Saxon courts. The jurisdiction of the Italian Court, according to the plaintiff, is due to the negotiated connection of the IRSs to the facility agreements, which are subject to Italian law, as well as to the public nature of EUR S.p.A. "as a company wholly owned by public entities", reasons that appear to be

groundless.

On 21 April 2023, the Court of Rome rejected the requests made by EUR S.p.A. and issued a ruling whereby: (1) the Italian Court was declared to have no jurisdiction in favour of the English Court; (2) the objection of *lis pendens* raised by the defendant Banks pursuant to Article 7 paragraph 1 of Law no. 218 of May 31, 1995 was declared to be incorporated; (3) the parties were ordered to fully offset the litigation costs.

On 5 December 2023, EUR S.p.A. notified the appeal against the first instance ruling challenging the decision of the Court to refer the case to the jurisdiction of the English court and re-proposing in substance all the claims and arguments made in the first instance, thus urging a different decision by the Court of Appeal of Rome. The Issuer will take steps to join the other defendant Banks in the proceedings. The first hearing was set for 3 March 2025. In the meantime, a settlement agreement was reached with the other party that will result in the abandonment of the appeal.

(E) Banca Monte dei Paschi di Siena S.p.A. against Italtrading

In February 2020, the bankrupt Italtrading sued MP&S, as civilly liable for the damage pursuant to Article 2049 of the Italian Civil Code caused through a former employee, consisting in the irregular recording in the financial statements of lower payables to the banking system and, at the same time, lower receivables from subsidiaries and certain clients. This was in breach of the provisions of Article 2423 of the Italian Civil Code, resulting in a concealment of the loss of the share capital and, therefore, an aggravation of the insolvency. The claim for damages was quantified in Euro 132,758,926.

During the proceedings, in which MP&S was represented by Studio Mucciarelli, following the conclusions reached by the bankruptcy proceedings, the claim was reduced to Euro 63 million with a request for a provisional payment of Euro 6 million.

By a judgment dated 19 May 2023, the Court of Milan acquitted the former employee of the charges against him, with the consequent effect of releasing BMPS, which took over MP&S by way of incorporation. An appeal is pending before the Court of Appeal of Milan filed in October 2023 by the bankrupt Italtrading. On 4 July 2024, the first hearing of the appeal proceeding was held. The Attorney General deferred to the Court in view of the exclusively civil nature of the issue. At the hearing held on 6 February 2025, after the discussion of the defence of one of the defendants, the Court ordered a further postponement to 5 March 2025 and, at such hearing, a subsequent postponement to 7 April 2025.

(F) Complaint to the Board of Statutory Auditors pursuant to article 2408 of the Italian Civil Code

The Board of Statutory Auditors, from the date of the filing of the last Report to the shareholders' meeting (18 March 2024) to date, has been the recipient of two complaints pursuant to art. 2408 of the Italian Civil Code, one of which related to a request for information and attestation of the unit value of the shares of the Bank and the other focused on the matter of the failure to protect the Bank's shares on the Stock Exchange following the launch of the voluntary totalitarian public exchange offer on the shares of Mediobanca – Banca di Credito Finanziario Società per Azioni.

With respect to the first complaint, the Board of Statutory Auditors after preliminarily proceeding to ascertain the status of the claimant as a Shareholder of BMPS, conducted an initial in-depth investigation during a special meeting with the support of the competent department of the Bank. After the preliminary analysis carried out by the legal department of the Bank, such complaint does not appear well grounded.

As regards the second and most recent complaint, which was received on 12 February 2025, the Board of Statutory Auditors is currently conducting the appropriate investigations.

The outcomes of the overall analysis will be contemplated in the Report to the 2024 Financial Statements.

(G) Anti-money laundering

As at 31 December 2024, 24 judicial proceedings are pending before the ordinary judicial authority in opposition to sanctioning decrees issued by the MEF in the past years against some employees of BMPS and the Bank (as a jointly liable party for the payment) for infringements of reporting obligations on suspicious transactions pursuant to Legislative Decree No. 231/2007. The overall amount of the opposed monetary sanctions is equal to Euro 2.16 million (rounded).

The Bank's defence in the context of such proceedings aims, in particular, at illustrating the impossibility of detecting, at the time of events, the suspicious elements of the transactions/subject matter of the allegations, which usually emerged only after an in-depth analysis carried out by the tax authority and/or other competent authority. If the Bank's position is upheld the judicial authority may vacate the sanctioning measure imposed by the MEF and, if the payment of the sanction has already been made, then the related amount may be recovered.

For the sake of completeness, it is worth noting that, as at 31 December 2024, in addition to the abovementioned proceedings 23 administrative proceedings are pending in respect of which the opposition proceedings are in progress and are instituted by the competent authorities for the alleged violation of the anti-money laundering regime. The overall amount of the *petitum* (the maximum amount of the applicable penalties) related to the abovementioned administrative proceedings is equal to Euro 0.33 million (rounded).

10.2.5 Labour disputes

As at the date of this Base Prospectus, the Bank is involved in numerous judicial proceedings, both active and passive that relate to labour and concern *inter alia*, appeals against individual dismissals, declaration requests of subordinate employment relations with indefinite duration, challenge of the sale of the business unit, request for double remuneration following the illegitimate sale of the business unit, compensation for damages due to professional setbacks, requests for higher positions and miscellaneous economic claims.

As at 31 December 2024, the overall *petitum* relating to the passive labour proceedings is equal to Euro 44.6 million (Euro 51.4 million as at 30 June 2024) almost entirely relating to the Bank.

After the transfer of the back-office activities business unit to Fruendo S.r.l., which occurred in January 2014 and involved 1,064 employees, 634 of these (subsequently reduced to 242 as a results of reconciliations, deaths and retirements) sued the Bank before the Courts of Siena, Rome, Mantua and Lecce seeking, *inter alia*, the continuation of their employment relationship with the Bank, subject to prior declaration of ineffectiveness of the transfer agreement entered into with Fruendo S.r.l..

As of the date of this Base Prospectus, judgments unfavourable to the Bank have been declared in respect of all 242 employees.

In the event the illegitimacy of the transfer of the employment relationship pursuant to article 2112 of the Italian Civil Code is ascertained, the Supreme Court, with reference to the remuneration obligation of the transferor, has recently ruled in a different way in relation to the approach that has been consolidated over time before the Supreme Court itself. In recent rulings, it has been held that the transferor employer bears the remuneration obligation in addition to that fulfilled by the transferee employer, since the principle of the liability discharge of the executed payment made by the latter does not apply to the present case.

Due to this amended jurisprudential opinion (so-called "double remuneration"), as at the date of this Base Prospectus, 47 employees, involved in the transfer of the branch and recipients of the judgments in their favour, have sued the Bank in order to claim the due remuneration. The legal proceedings have been brought before the Courts of Siena, Florence, Mantova and Roma with hearings scheduled between February 2025

and November 2025.

Noting the change of law on the “double remuneration” topic and verified the increasing number of judgements that differ from the previous consolidated approach, it has been decided, on a prudential basis, to allocate to the provision for risks and charges the company’s cost relating to remunerations requested in court, in addition to a lump sum for out-of-court claims received to date.

It should also be noted that the Court of Siena – Labour Section, with a judgment of 25 January 2019, rejected the appeals of 52 Fruendo workers (later reduced to 32 following waivers/conciliations) who sued the Bank to request the continuation of the employment relationship with the latter, subject to declaration of the illegal interposition of labor (so-called illegal contract) in the context of the services outsourced by the Bank to Fruendo.

This judgment was appealed by 16 workers before the Court of Appeal of Florence – Labour Section which ascertained the illegality of the contract, ordering the readmission to service of 14 workers (as in relation to 2 workers the cessation of the matter of the dispute was declared following waivers / conciliations), which was given effect from 1 March 2022. The Supreme Court issued an unfavourable judgment to the Bank on 17 May 2024.

Further actions were initiated to ascertain the illegality of the contract by, currently, 30 workers of Fruendo who appealed to the Court of Siena – Labour Section. The situation of the related judgments is summarized below:

- for two groups of applicants (numbering 18 in total, subsequently reduced to 14 as a results of reconciliations/retirements) who brought class actions, favorable judgments were issued at first instance by the Court of Siena – Labour Section. The Court of Appeal of Florence, with judgments issued on 5 April 2024, rejected the appeals of the employees; for 14 applicants the judgments are currently pending before the Supreme Court
- for another group of applicants (numbering 18 in total, subsequently reduced to 16 as a results of reconciliations/retirements), a first degree is currently pending in investigation phase, waiting for the judge to schedule the hearing;
- for the only applicant who has brought an individual case, the Court of Siena – Labour Section issued a unfavourable judgment to the Bank. The worker has been readmitted to service in BMPS from 1 March 2024 and the judgment was conciliated on 10 September 2024.

10.2.6 Sanctioning procedures

During the twelve months preceding the date of this Base Prospectus, the Bank has not received any sanctions from CONSOB and the Bank of Italy for aspects falling within the responsibility area of the supervisory authorities.

For information in relation to inspection activity carried out by supervisory authorities on the Bank, reference is made to this in paragraph “9. ECB/Bank of Italy, Consob and other authorities inspections” of this “*Banca Monte dei Paschi di Siena S.p.A.*” section.

For the sake of completeness it is represented that, on 12 September 2024, CONSOB initiated a sanctioning procedure as a result of the analysis of the quality of data relating to derivative contracts delivered to trade repositories in accordance with Articles 193-quater and 195 of the Financial Services Act, which was deemed not in compliance with Article 9 of EU Regulation 648/2012 (EMIR). The procedure is on-going.

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In the period between 2012 and 2016, the Bank was subject to various sanction proceedings initiated by the CONSOB and the Bank of Italy supervisory authorities. These proceedings related to events that concerned the accounting of the “Alexandria” and “Santorini” operations, the FRESH 2008 (issued in the context of the acquisition of Banca Antonveneta), in addition to other events that were attributable to the behaviour of the management in office at the time of the individual infringements. These infringements were challenged and then subsequently sanctioned.

In the context of the sanction proceedings, the natural persons sanctioned and, in some cases, the Bank as a legal entity, were found to be in violation of regulatory and prudential provisions. As at the date of this Base Prospectus, these proceedings have concluded and the related sanctioning measures have been published by the authorities in accordance with current legislation. As a consequence thereof, the Bank paid the following amounts:

- (i) Euro 9.9 million (rounded) with respect to four sanctioning measures imposed by the Bank of Italy directly on natural persons and paid by the Bank under the solidarity obligation pursuant to article 145 of the Italian Consolidated Banking Act;
- (ii) Euro 7.5 million (rounded) for nine sanctioning measures imposed by CONSOB of which: (a) Euro 6 million (rounded) imposed by the supervisory authority directly on natural persons and paid by the Bank under the solidarity obligation pursuant to article 195 of the Consolidated Finance Act and (b) Euro 1.5 million (rounded) paid as a directly sanctioned legal entity.

With regard to the proceedings for which the Bank is both jointly and severally liable (with respect to which the Bank executed the payment of the administrative sanctions imposed by the supervisory authorities on the individuals in office as at the time the facts subject to the sanction occurred), the Bank exercised mandatory recourse actions against such individuals subject to sanctions granting the suspension of such actions against those individuals in respect of which: (i) no wilful default or gross negligence conduct was detectable in relation to the alleged irregularities; (ii) no corporate liability action was brought; and (iii) there were no requests for a trial with criminal proceedings connected thereto within the time limits provided for lodging any appeal by the applicable relevant legislation. Some of the concerned individuals, after the letters of formal notice were sent, failed to fulfil the payment obligation and it was therefore necessary to take civil actions aimed at recovering amounts paid.

These activities and the related jurisprudential orientation could influence the duration of proceedings and decrease the possibility of recovery of the sums paid. With regard to the individuals who have benefitted from the suspension of the recourse action and have brought the relevant appeals, it appears that various proceedings against the sanction by the sanctioned persons are still in progress at the various levels of judgment, according to what has been disclosed to the Issuer by the various individuals involved due to the fact that the Bank is not a party to the aforementioned proceedings. It should also be noted that, over the years, a number of sanctioned individuals have died and some of the measures have also been challenged before the European Court of Human Rights after the rulings issued by the Supreme Court.

10.2.7 Other proceedings pursuant to Italian Legislative Decree No. 231/2001

(A) Criminal proceedings 955/16 Court of Milan

In this respect, please refer to paragraph “10.2.1 (A) *Proceedings before the Court of Milan no. 955/2016*” above.

(B) Criminal proceedings 33714/16 Court of Milan

In this respect, please refer to paragraph “10.2.1(B) Audits of the 2012, 2013, 2014 and 2015 interim financial statements in respect of the non-performing loans– Criminal proceedings 33714/16” above.

(C) Criminal proceedings 29877/22 Court of Milan

In this respect, please refer to paragraph “10.2.1(C) Audit of 2016 and 2017 interim financial statements in respect of the non-performing loans - Criminal proceedings 29877/2022 before the Court of Milan” above.

10.2.8 Tax disputes

The Bank and the main group companies are involved in a number of tax disputes. As at 31 December 2024 approximately 100 cases (105 as at 30 June 2024) pending are classified with a “probable” or “possible” risk, for a total amount at a consolidated level of Euro 35.5 million (rounded) (Euro 35.8 million (rounded) as at 30 June 2024) for taxes, sanctions and interest set out in the relevant claim (of which Euro 35.5 million relate to the Bank, Euro 35.8 million as at 30 June 2024). The value of disputes also includes the value of closed tax audits for which no dispute is currently pending since the tax authority has not yet formalised any claim or dispute.

In relation to pending tax disputes, with “probable” unfavourable outcomes, as at 31 December 2024 the Bank allocated to the overall provision for risks and charges an amount equal to Euro 12 million (rounded) (Euro 12.2 million (rounded) as at 30 June 2024).

Please find below an overview of the most significant pending proceedings in terms of the *petitum* (over Euro 5 million for taxes and penalties), and the main investigations in progress.

(A) Deductibility and pertinence of some costs of the former consolidated company Prima SGR S.p.A.

The Bank is party to litigation brought by Anima SGR S.p.A. (which, at the time of the relevant events, was a shareholding of the Bank) in relation to tax claims brought by the Italian Revenue Agency, Regional Department of Lombardy against Prima SGR S.p.A. (already adhering to the tax consolidation, subsequently merged into Anima SGR S.p.A.). The tax claims related to non-compliance with the accrual principle of certain costs, considered also not pertaining to the business, deducted in the fiscal years 2006, 2007 and 2008. The Italian Revenue Agency has assessed Euro 20.6 million in total for taxes and penalties as follows: (i) for fiscal year 2006, taxes of approximately Euro 4.3 million and penalties of approximately Euro 5.1 million; (ii) for fiscal year 2007, taxes of approximately Euro 2.8 million and penalties of approximately Euro 3.6 million; (iii) for fiscal year 2008, taxes of approximately Euro 2.1 million and penalties of approximately Euro 2.7 million.

With respect to this matter, two separate proceedings are currently pending before the Italian Supreme Court: (i) one proceeding related to the fiscal year 2006 (brought by the Italian Revenue Agency against the appellate court judgment in favor of the company) and (ii) one related to the fiscal years 2007 and 2008 (brought by the company against the appellate court judgment in favor of the Italian Revenue Agency). As a consequence of partial cancellation stemming from an internal review of the tax claims by the Italian Revenue Agency and the payment of taxes in relation to a tax claim that was accepted by the company, the overall amount at issue has been reduced from Euro 20.6 million to Euro 18.8 million.

In the opinion of the Bank and its advisors, a negative outcome is probable as to a portion of the claim amounting to approximately Euro 1.8 million and possible as to a portion of the amounting to approximately Euro 17 million.

(B) Tax disputes involving the former consolidated company AXA MPS Assicurazioni Vita in respect of the securities held thereby in Monte Sicav

The Bank was party to litigation initiated by AXA MPS Assicurazioni Vita S.p.A. in relation to tax claims brought by the Italian Revenue Agency, Regional Department of Lazio. The claims related to the tax treatment of the write-downs carried out in respect of the shares held in Luxembourg’s SICAV Monte

SICAV. The Regional Department of Lazio assessed higher taxes and penalties amounting to Euro 26.2 million (plus interest) against the company, for fiscal year 2004.

The IRES dispute was settled on a favorable basis by AXA MPS Assicurazioni Vita S.p.A. pursuant to the Legislative Decree 119/2018 for Euro 11.6 million. The IRAP dispute was settled by the Italian Supreme Court, which dismissed the company's appeal on 12 December 2019.

The same applies to the fiscal year 2003, in respect of which the Italian Revenue Agency contested the full deductibility, for IRPEG (corporate income tax) and IRAP purposes, of the value adjustments entered by AXA MPS Assicurazioni Vita S.p.A. and relating to Monte SICAV securities. This dispute was settled by the Italian Supreme Court, which dismissed the company's appeal on 26 July 2019. The total liability arising from the litigation amounts to approximately Euro 7.5 million (plus interest).

With regard to the tax disputes, the Bank is liable due to the guarantee clauses contained in the contracts for the sale of AXA MPS Assicurazioni Vita S.p.A.. In this respect, during 2020, AXA Mediterranean Holding S.A. made a claim for approximately Euro 8.2 million and reserved the right to request additional sums as a result of any subsequent events that would increase the damage related to the tax disputes. The Bank responded to the request by challenging most of the amounts that make up the total amount claimed.

In the Bank and its adviser's view, a negative outcome is probable as to a portion of the claim amounting to approximately Euro 6.6 million and remote as to a portion of the claim amounting to approximately Euro 1.6 million.

(C) IRAP assessment for tax year 2015

Following a tax audit concluded in 2018, the Italian Revenue Agency served the Bank with a notice of assessment for IRAP purposes for the fiscal year 2015. In the notice, the Italian Revenue Agency challenged the non-taxation of certain revenue accounted in the financial statements. The Bank appealed the notice of assessment, the total claim of which was approximately Euro 8 million (Euro 3.9 million in taxes, Euro 3.5 million in penalties and Euro 0.6 million in interest) before the competent tax court. On 18 January 2022, the initial tax claim was subsequently revised by the Italian Revenue Agency stemming from an internal review thereby cancelling all claims for additional tax, penalties and interests and reduced the tax claim to Euro 3.9 million. On 23 June 2022, the court issued a ruling partially unfavorable to the Bank, accepting only part of the appeal (for an amount of Euro 0.4 million) and rejecting the other petitions. The Bank has appealed.

In the Bank and its adviser's view, the likelihood of a negative outcome is possible.

10.3 New legal proceedings

10.3.1 Civil Case brought by Renova Red S.p.A. ("Renova Red")

By means of a writ of summons, served on 9 September 2024, the company Renova Red sued the Bank before the Court of Siena to request a declaration that the defendant failed to comply with the eco-bonus framework agreement entered into between the Bank and the plaintiff in September 2021 for a total nominal amount of approximately Euro 76 million.

The counterparty's thesis is that the Bank proceeded to purchase only a small part of the loans under the above-mentioned eco-bonus framework agreement and unreasonably refused to purchase the subsequent loans as of November 2021.

As a result of the failure to complete the transaction with the Bank, Renova Red would have been forced to seek out other intermediaries on the market with whom finalize the other assignments only six months later, with a considerable damage in terms of pecuniary and non-pecuniary loss, estimated by the plaintiff at about Euro 32 million.

The Bank, in view of the first appearance hearing to be held on 29 April 2025, is preparing its defences where it will acknowledge the correctness of its own conduct.

MANAGEMENT OF THE BANK

Pursuant to the BMPS' By-Laws the Bank is managed by a Board of Directors tasked with strategic supervision. Following the resignation on 17 December 2024 of 5 Directors (Paolo Fabris De Fabris, Lucia Foti Belligambi, Laura Martiniello, Annapaola Negri-Clementi and Donatella Visconti), on 27 December 2024, 5 new Directors were appointed by co-optation (Alessandro Caltagirone, Elena De Simone, Marcella Panucci, Francesca Renzulli and Barbara Tadolini). The new directors will remain in office until the next Shareholders' Meeting of the Bank.

Under the Italian Civil Code, the Bank is required to have a Board of Statutory Auditors.

Each Director and Statutory Auditor shall meet the requirements provided for by the applicable laws and BMPS' By-Laws.

Board of Directors

The Ordinary Shareholders' Meeting of the Bank held on 20 April 2023 appointed the following members of the Board of Directors for financial years 2023, 2024 and 2025 (save for what mentioned in Note (1) and Note (2) below):

	Name	Position	Place and date of birth	Main activities outside the Bank, deemed significant
1.	Nicola Maione (*)	Chairperson	Lamezia Terme (CZ), 9 December 1971	Lawyer, owner of Studio Legale Maione Deputy Chairperson of the Board of Directors and Member of the Executive Committee of Associazione Bancaria Italiana
2.	Gianluca Brancadoro (*)	Deputy Chairperson	Napoli (NA), 8 September 1956	University Professor Lawyer, partner of Studio Legale Brancadoro Mirabile Chairperson of Scouting Investments S.p.A. Director of Fondo Italiano di Investimento SGR S.p.A. Chairperson of Firmis – Legal & Tax Advisory, Società tra avvocati S.r.l. Director of Associazione Bancaria Italiana
3.	Luigi Lovaglio	Chief Executive Officer and General Manager	Potenza, 4 August 1955	Director of Associazione Bancaria Italiana
4.	Alessandra Giuseppina Barzaghi (*)	Director	Giussano (MB), 29 April 1955	//

	Name	Position	Place and date of birth	Main activities outside the Bank, deemed significant
5.	Paola De Martini (*) (**)	Director	Genova, 14 June 1962	Director of Growens S.p.A. Statutory Auditor of SOL S.p.A.
6.	Stefano Di Stefano	Director	Casoli (Chieti), 5 May 1960	Director General of the Corporate Shareholdings and Protection of Strategic Assets Directorate of the Department of the Economy of the MEF Member of the Supervisory Board of STMicroelectronics Holding N.V. – STH
7.	Domenico Lombardi (*)	Director	Napoli (NA), 7 May 1969	Member of Scottish Fiscal Commission Professor of the Practice of Public Policy and Director of the Policy Observatory at LUISS School of Government
8.	Paola Lucantoni (*)	Director	Roma (RM), 30 June 1968	University Professor Director of Associazione Bancaria Italiana
9.	Raffaele Oriani (Note 1) (*)	Director	Napoli (NA), 30 May 1975	University Professor Director and Dean of LUISS Business School S.p.A. Scientific Director and Chief Executive Officer of LUISS Executive Management Education S.p.A.
10.	Renato Sala (*)	Director	Arcore (MI), 10 March 1953	CEO of Advisors S.r.l.
11.	Marcella Panucci (*) (Note 2)	Director	Vibo Valentia, 23 January 1971	University Professor Advisor of Ministry of Universities and Research Director of Human Technopole Foundation Director of Fondazione Cotec
12.	Francesca Paramico Renzulli (*) (Note 2)	Director	Napoli (NA), 18 April 1972	General Counsel of Prima Assicurazioni S.p.A.

	Name	Position	Place and date of birth	Main activities outside the Bank, deemed significant
13.	Barbara Tadolini (*) (Note 2)	Director	Milano, 20 March 1960	Chairperson of the Board of Statutory Auditors of ENEL S.p.A. Statutory Auditor of Parmalat S.p.A. Statutory Auditor of G.B. Bernucci S.r.l. Statutory Auditor of Francesco Baretto S.p.A.
14.	Alessandro Caltagirone (Note 2)	Director	Roma (RM), 27 December 1969	Chairperson of Immobiliare Caltagirone S.p.A. Deputy Chairperson of Cementir Holding N.V. Deputy Chairperson of Aalborg Portland Holding A/S Director of ACEA S.p.A. Director of Caltagirone S.p.A. Director of Caltagirone Editore S.p.A. Director of Società per lo Sviluppo Urbano S.p.A. Director of Vianini Lavori S.p.A.
15.	Elena De Simone (Note 2)	Director	Napoli (NA), 20 August 1975	Chairperson of Domus Italia S.p.A. Director of Caltagirone S.p.A. Director of Immobiliare Caltagirone S.p.A.

(*) *Independent director, who meets the independence requirements established by the laws and regulations in force, the By-Laws and the further independence requirements established by the Corporate Governance Code.*

(**) *On 12 December 2024, the Board of Directors of the Bank appointed the independent Director Paola De Martini, as Lead Independent Director of the Bank. The Lead Independent Director will remain in office until the expiry of the current Board of Directors.*

(Note 1) *Director appointed by the Ordinary Shareholders' Meeting of the Bank held on 11 April 2024 to complete and restore the number of members of the Board of Directors to 15, as decided by the Shareholders' Meeting of 20 April 2023, following the resignation of Director Marco Giorgino (on 13 November 2023). For further information please refer to the Bank's website at www.gruppomps.it/en (section Corporate Governance – Shareholders' Meeting and BoD).*

(Note 2) On 17 December 2024, the following directors (indicated by the Ministry of Economy and Finance in the list presented on 27 March 2023 and appointed by the Ordinary Shareholders' Meeting of the Bank held on 20 April 2023) resigned from their position as Director of the Bank: Paolo Fabris De Fabris, Lucia Foti Belligambi, Laura Martiniello, Annapaola Negri-Clementi and Donatella Visconti. On 27 December 2024, the Board of Directors of the Bank appointed by co-optation the following new directors: Alessandro Caltagirone, Elena De Simone, Marcella Panucci (independent director), Francesca Renzulli (independent director) and Barbara Tadolini (independent director). The new directors will remain in office until the next Shareholders' Meeting of the Bank. For further information please refer to paragraphs "j) New appointments to the Board of Directors" and "l) The Board of Directors of the Bank assessed the requirements of the Directors appointed on 27 December 2024" under sub-section "3.2 Recent developments" above and to the press releases published on 27 December 2024 and 24 January 2025 and available on the Bank's website at www.gruppompis.it/en (section Investor Relations).

Managers with strategic responsibilities

	Name	Position	Place and date of birth	Main activities outside the Bank, deemed significant
1.	Luigi Lovaglio	Chief Executive Officer and General Manager	Potenza, 4 August 1955	Director of Associazione Bancaria Italiana
2.	Maurizio Bai	Deputy Commercial General Manager –	Grosseto, 23 July 1967	//
3.	Dimitri Bianchini	Chief Commercial Officer Imprese e Private	Firenze, 26 December 1970	//
4.	Massimiliano Bosio	Chief Audit Executive	Torino, 26 July 1971	//
5.	Vittorio Calvanico	Chief Safety and Security Officer	Napoli, 8 February 1964	//
6.	Ettore Carneade	Compliance Officer	Mola di Bari, 16 June 1961	//
7.	Nicola Massimo Clarelli	Financial Reporting Officer	Caserta, 22 October 1971	//
8.	Fiorella Ferri	Chief Human Capital Officer	Sovicille (Siena), 5 June 1962	Chairperson of the Board of Directors of Cassa di Previdenza Aziendale per il personale di Monte dei Paschi di Siena
9.	Alessandro Giacometti	Chief Operating Officer	Faenza (Ravenna), 3 October 1965	//
10.	Fabrizio Leandri	Chief Lending Officer	Roma, 21 April 1966	Deputy Chairperson of Monte Paschi Banque S.A.
11.	Andrea Maffezzoni	Chief Financial Officer	Sesto San Giovanni (Milan), 27 March 1972	Chairperson of AXA MPS Assicurazioni Danni S.p.A.

Name		Position	Place and date of birth	Main activities outside the Bank, deemed significant
				Chairperson of AXA MPS Assicurazioni Vita S.p.A. Director of Fondo Interbancario per la tutela dei depositi Member of the management board of Schema Volontario Fondo Interbancario Tutela dei Depositi
12.	Riccardo Quagliana	Group Counsel	General Milano, 4 February 1971	//
13.	Emanuele Scarnati	Chief Commercial Officer Large Corporate & Investment Banking	Jesi (Ancona), 11 August 1965	//
14.	Marco Tiezzi	Chief Commercial Officer Retail	Foiano della Chiana (Arezzo), 29 June 1962	Deputy Chairperson of Widiba S.p.A. Chairperson of Magazzini Generali Fiduciari Mantova S.p.A.

Board of Statutory Auditors

The Board of Statutory Auditors, appointed at the Ordinary Shareholders' Meeting of the Bank held on 20 April 2023 appointed the following members to the Board of Statutory Auditors for financial years 2023, 2024 and 2025 with term of office expiring on the date of the Shareholders' Meeting convened to approve the financial statements as at 31 December 2025 (save for what mentioned in Note 1 below):

- *Standing Auditors:* Enrico Ciai (Chairman), and Lavinia Linguanti and Giacomo Granata (Note 1);
- *Alternate Auditors:* Pierpaolo Cotone and Paola Lucia Isabella Giordano (Note 1).

The Board of Statutory Auditors of the Bank is currently composed by the following members.

Name		Position	Place and date of birth	Main activities outside the Bank, deemed significant
1.	Enrico Ciai	Chairperson	Roma, 16 January 1957	Chairperson of the Board of Statutory Auditors of AXA MPS Assicurazioni Vita S.p.A. Chairperson of the Board of Statutory Auditors of AXA MPS Assicurazioni Danni S.p.A.

	Name	Position	Place and date of birth	Main activities outside the Bank, deemed significant
				Director of Reactive S.r.l. (Almaviva Group)
2.	Lavinia Linguanti	Standing Auditor	Siena, 19 January 1987	<p>Standing Auditor of the Board of Statutory Auditors of Monte Paschi Fiduciaria S.p.A.</p> <p>Standing Auditor of the Board of Statutory Auditors of AIACE REOCO s.r.l. in liquidazione</p> <p>Standing Auditor of the Board of Statutory Auditors of AXA MPS Assicurazioni Vita S.p.A.</p> <p>Standing Auditor of the Board of Statutory Auditors of AXA MPS Assicurazioni Danni S.p.A.</p> <p>Manager of Assoservizi S.r.l. of Arezzo</p> <p>Sole Auditor of Lavanderia Senese S.r.l.</p> <p>Sole Auditor of Tuscany RF S.r.l.</p>
3.	Giacomo Granata (Note 1)	Standing Auditor	Torre del Greco (NA), 20 October 1964	<p>Standing auditor of the Board of Statutory Auditors of Chimec S.p.A.</p> <p>Chairman of the Board of Statutory Auditors of Ferrotramviaria Engineering S.p.A.</p> <p>Standing auditor of the Board of Statutory Auditors of Ferrotramviaria S.p.A.</p> <p>Alternate Auditor of the Board of Statutory Auditors of Autostrade dello Stato S.p.A.</p>
4.	Pierpaolo Cotone (Note 1)	Alternate Auditor	Roma, 14 August 1951	//
5.	Paola Lucia Isabella Giordano (Note 1)	Alternate Auditor	Asti, 30 April 1962	//

(Note 1) The Ordinary Shareholders' Meeting of the Bank held on 11 April 2024 resolved on the integration of the Board of Statutory Auditors following to the resignation of Piera Vitali (Alternate Auditor) on 2 May

2023, and Roberto Serrentino (Standing Auditor) on 15 May 2023. In accordance with current statutory and regulatory provisions, the above-mentioned Ordinary Shareholders' Meeting of the Bank appointed Giacomo Granata as Standing Auditor and Paola Lucia Isabella Giordano as Alternate Auditor for the remainder of the current term of office. Pierpaolo Cotone, who in turn took over as Standing Auditor on 15 May 2023 (as the sole Alternate Auditor following the resignation of the previous Standing Auditor Roberto Serrentino) returned to the position of Alternate Auditor. For further information please refer to the Bank's website at www.gruppomps.it/en (section Corporate Governance – Shareholders' Meeting and BoD).

The Board of Statutory Auditors is required to verify that the Bank complies with applicable law and its By-Laws, respects the principles of correct administration, and maintains an adequate organisational structure, internal controls and administrative and accounting systems. The Board of Statutory Auditors has a duty to shareholders, to whom the Board of Statutory Auditors reports at the annual Ordinary Shareholders' meeting approving the financial statements.

Each member of the Board of Directors, the Board of Statutory Auditors and those managers with strategic responsibilities are domiciled for the purposes of their offices at the registered office of Banca Monte dei Paschi di Siena S.p.A., in Siena, Piazza Salimbeni 3, Italy.

For further information please refer to the Bank's website at www.gruppomps.it/en (section Corporate Governance).

Independent Auditors

Pursuant to article 28 of the Bank's By-Laws, on 11 April 2019 the Ordinary Shareholders' meeting appointed the audit firm PricewaterhouseCoopers S.p.A. as independent auditors for the statutory audit of the accounts 2020-2028. The statutory audit shall be performed by an independent auditor meeting the requirements established by law.

Conflict of Interest

BMPS is an Italian bank with shares listed on regulated markets and, as such, deals with any conflicts of interest of the members of its administrative, management and supervisory bodies in accordance with the requirements of article 2391 ("*Directors' interests*") and article 2391-bis of the Italian Civil Code ("*Related party transactions*"), article 53, paragraph 4 ("*Regulatory supervision*") and article 136 ("*Obligations of bank corporate officers*") of the Italian Consolidated Banking Act and the regulatory provisions on related party transactions adopted by CONSOB with Resolution no. 17221 of 12 March 2010, as subsequently amended and supplemented ("*Regulation on Related Party transactions*") and by the Bank of Italy with Bank of Italy Regulations (Chapter 11, Part three on "*Risk activities and conflicts of interest with respect to affiliated parties*"), as subsequently amended and supplemented, article 88 of CRD IV (*loans to members of the management body and their related parties*), article 36 of Legislative Decree 201/2011, converted by Law no. 214/2011 (*so-called prohibition of interlocking*), in addition to the provisions of BMPS' By-Laws on those matters (articles 15, 17, 19 and 25).

In this regulatory framework and in line with the principles defined in section 12 of the EBA guidelines on internal governance (EBA/GL/2021/05) and the EBA-ESMA guidelines on the assessment of the suitability of the members of the management body and staff that play key roles (EBA/GL/2021/06), the Bank's Board of Directors has over time approved specific internal directives and policies, including the Group Directive on personnel conflicts of interest, in order to evaluate, manage and mitigate or prevent actual or potential conflicts of interest between the interests of the Issuer and the private interests of staff (including members of the administrative, management and supervisory bodies).

The company legislation defines principles, responsibilities, procedures and decision-making and information skills, and safeguards for the related risks, in particular with regard to subjects close to the Bank's decision-making centres. The Issuer's website (www.gruppomps.it) makes available provisions and

procedures which define the principles and responsibilities for the management of the prescriptive obligations regarding related parties and affiliated parties and obligations of bank representatives.

To the best of BMPS' knowledge and belief, as at the date of this Base Prospectus there are no conflicts involving the members of its administrative, management and supervisory bodies between their obligations towards the Bank and their private interests and/or their obligations towards third parties, other than those occurring within the context of specific resolutions adopted by BMPS in accordance with the aforementioned legislation and BMPS' By-Laws.

To the best of BMPS' knowledge, the following has potential conflicts of interest: the Chairperson of the Board of Statutory Auditors, Enrico Ciaï, for his position as independent director in Reactive S.r.l., which belongs to the Almagiva Group, a group that provides certain IT services to the Issuer.

For this position, the Board of Statutory Auditors has adopted governance safeguards in order to prevent any actual conflict of interest also in relation to the independence of judgment of the same figure.

For the sake of completeness: (i) Board of Directors Member Stefano Di Stefano, who was appointed by the Shareholders' Meeting on 20 April 2023, holds the position of Director General of the Corporate Shareholdings and Protection of Strategic Assets Directorate of the Department of the Economy of the MEF, which is a Main Shareholder of the Issuer (please refer to next sub-paragraph "Main Shareholders"); (ii) Board of Directors Member Alessandro Caltagirone, according to Bank of Italy's Circular no. 285/2013, is a "close family member" (son) of Francesco Gaetano Caltagirone (a Main Shareholder of the Issuer), holding various directorships in companies belonging to Caltagirone Group and (iii) Board of Directors Member Elena De Simone has professional relationships with Caltagirone Group, working as manager and holding various directorships in companies belonging to Caltagirone Group.

Article 19 of BMPS' By-Laws, in addition to compliance with the provisions of article 136 of the Italian Consolidated Banking Act, obliges the members of the Board of Directors to inform the Board of Directors and the Board of Statutory Auditors of any deal in which they are personally interested or which regards entities or companies of which they are directors, auditors or employees (unless in the case of Group companies) and to abstain from resolutions in which they have an interest in conflict, on their own behalf or on behalf of third parties. The main transactions concluded with related parties are described in the 2023 Consolidated Financial Statements and in the 2024 Consolidated Half-Yearly Report published and available on the Bank's website www.gruppomp.it/en.

Main Shareholders

According to the communications received by the Bank pursuant to applicable legislation and based on other publicly available information, the entities that, as at 9 March 2025, directly and/or indirectly hold ordinary shares accounting for more than 3% of the voting rights in the Issuer's share capital and that do not fall under the cases of exemption provided for by Article 119-bis of the CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time, are as follows:

Shareholders	% share capital in voting rights on overall share capital
Italian Ministry of Economy and Finance (MEF)	11.731%
Delfin S.à r.l.	9.780%
Francesco Gaetano Caltagirone (*)	5.026%
Banco BPM S.p.A.	5.003%

Anima Holding S.p.A.

3.992%

(*) Declarant or party at the top of the investment chain: shareholdings held through Ausonia S.r.l., Esperia 15 S.r.l., MK 87 S.r.l., Istituto Finanziario 2012 S.p.A., Gamma S.r.l., Azufin S.p.A., VM 2006 S.r.l., Mantegna 87 S.r.l., Calt 2004 S.r.l., Finanziaria Italia 2005 S.p.A..

Updated information relating to public disclosure of major shareholdings of the Issuer pursuant to Article 120 of Legislative Decree No. 58 of 24 February 1998, as amended, are published on CONSOB's website www.consob.it in the relevant dedicated section.

Regulatory aspects

1) Deferred tax assets

Within the context of the legislative framework relating to DTAs, Law of 22 December 2011, no. 214 (“**Law 214/2011**”) provided for the conversion into tax credits of DTAs referred to write-downs and credit losses, as well as those relating to the value of goodwill and other intangible assets (so-called DTAs eligible for conversion) in case the company records a loss for the period in its individual financial statement. The conversion into tax credit operates in regard to DTAs recorded in the financial statement in which the loss is recognised and for a fraction thereof equal to the ratio between the loss amount and the company’s equity.

Law 214/2011 further provided for the conversion of DTAs also in the presence of a tax loss, on an individual basis; in such case, the conversion operates for the DTAs recognised in the financial statement versus the tax loss for the portion of the same loss generated by the deduction of the above illustrated negative income components (write-downs and credit losses, goodwill and other intangible assets).

In such legislative framework, accordingly, the recovery of DTAs eligible for conversion seems guaranteed for the Bank also in case the latter does not generate adequate future taxable income capable of ordinarily absorbing the deductions that correspond with the DTAs recorded. The tax regime introduced by Law 214/2011, as stated by the Bank of Italy/CONSOB/ISVAP (now IVASS) within the document “Accounting treatment of deferred taxes deriving from Law 214/2011” no. 5 of 15 May 2012, in granting “certainty” to the recovery of DTAs eligible for conversion, impacts in particular on the recoverability test laid down by the accounting standard IAS 12, basically makes it automatically satisfied. Even the regulatory legislation provides for a more favourable treatment for DTAs eligible for conversion compared to the other types of DTAs since the former, for the purpose of the capital adequacy requirements the Group shall comply with, are not deducted from CET1 Capital and are included among RWA with a 100 per cent. weighting.

In relation to DTAs eligible for conversion pursuant to Law 214/2011, article 11 of Law Decree No. 59/2016 subjected the possibility to continue to apply the above described regime in the matter of conversion into tax credits of advanced tax assets to the exercise of a specific irrevocable option and the payment of an annual fee (“**DTA fee**”) to be paid with reference to each of the financial years starting from 2015 and subsequently, if annual requirements are met, until 2029. As clarified in the press release of the Council of Ministers on 29 April 2016, such provision were necessary to overcome the doubts raised by the European Commission on the existence of “State aid” components in the legislative framework relating to deferred tax assets then in force.

In more detail, the fee for a specific financial year is determined by applying the 1.5 per cent. rate to a “base” obtained by adding the difference between DTAs eligible for conversion that are recorded in the financial statement of such financial year and the corresponding DTAs recorded in the 2007 financial statement, the overall amount of conversions into tax credits operated until the relevant financial year, net of taxes, identified in the Decree, paid with respect to the specific tax periods established in the same Decree. Such fee is deductible for the purpose of income taxes.

The Bank exercised the aforementioned option by paying the fee, within the given deadline of 31 July 2016, for the amount of Euro 70.4 million, due by 2015. Further, article 26-*bis* of Decree 237 amended article 11 of Law Decree 59/2016, substantially moving the DTA fee’s reference period from 2015-2029 to 2016-2030. Consequently, the fee already paid by 31 July 2016 in relation to 2015 is deemed deferred to 2016 and the amount remained unchanged; as a consequence of the exercise of the option, the Bank also proceeded with the payment of the annual fee due for the years from 2017 to 2024 for the total amount of Euro 533.7 million.

In relation to the expected evolution of the amount of DTAs eligible for conversion, please note that as a consequence of the rules introduced by Law Decree No. 83/2015 (converted by Law 6 August 2015 no. 132), such amount may no longer be increased in the future and, in accordance with current legislation, the residual stock will be recovered in the next financial years up to 2029.

Although the carry-forward of tax losses is not subject to any time limit according to current tax regulation, the regulatory provision provide for a more penalizing treatment of the related DTAs than for other DTAs that may not be converted into tax credits pursuant to Law no. 214/2011, since the first are fully deducted from CET1 Capital, while the seconds are deducted only for the amount exceeding the regulatory CET1 thresholds and the amount not deducted are included among RWA with 250 per cent. weighting.

2) Regulations and Supervision of the ECB, Bank Of Italy, CONSOB and IVASS

The Group is subject to complex regulations and, in particular, to the supervision of the Bank of Italy, CONSOB and, in relation to a number of aspects of the bancassurance business, the *Istituto per la Vigilanza sulle Assicurazioni* (“IVASS”). As from 4 November 2014, the Group is also subject to the supervision of the ECB, which is entrusted under the SSM (as defined below), *inter alia*, to ensure the homogeneous application of Eurozone legislative provisions.

In particular, the Group is subject to both a primary and secondary legislation framework applicable to companies with financial instruments listed on regulated markets. The legislation is applicable in regard to banking and financial services (governing, *inter alia*, sale and placement activities of financial instruments and the marketing thereof), as well as for the regulatory regime of countries, including those other than the Republic of Italy, in which the Group is active. The supervision activities carried out by the aforementioned authorities cover various business sectors and may concern, *inter alia*, liquidity, capital adequacy and financial leverage levels, the prevention and combating of money laundering, privacy protection, transparency and fairness in the relations with clients, and reporting and recording obligations.

For the purpose of operating in accordance with such legislations, the Group put in place specific internal procedures and policies and has adopted, pursuant to Legislative Decree No. 231/2001, as amended from time to time, and relevant Bank of Italy implementing regulations, a complex and constantly monitored organisational model. Such procedures and policies mitigate the possibility of the Bank to incur any breach of the various applicable legislations, which may cause negative impacts on the business, reputation as well as on the capital, economic and/or financial condition of the Bank and/or of the Group.

In general, the international and national legislative structure to which the Group is subject has the main purpose of safeguarding the stability and soundness of the banking system, through the adoption of a very complex regime, aimed at containing risk factors. To achieve these goals, the regime provides for, *inter alia*:

- (i) a minimum capital holding, adequate to deal with the company’s size and the associated risks;
- (ii) quantitative and qualitative limits on the ability to develop certain financial aggregate data, depending on the risks associated therewith (e.g. credit, liquidity);
- (iii) strict rules on the structure of controls and a compliance system; and
- (iv) rules on corporate governance.

Basel III and the CRD IV Package

In the wake of the global financial crisis that began in 2008, the Basel Committee on banking supervision (“BCBS”) approved, in the fourth quarter of 2010, revised global regulatory standards (“**Basel III**”) on bank capital adequacy and liquidity, which impose requirements for, *inter alia*, higher and better-quality capital, better risk coverage, measures to promote the build-up of capital that can be drawn down in periods of stress and the introduction of a leverage ratio as a backstop to the risk-based requirement as well as two global liquidity standards.

In January 2013 the BCBS revised its original proposal in respect of the liquidity requirements in light of concerns raised by the banking industry, providing for a gradual phasing-in of the Liquidity Coverage Ratio

(the “**LCR**”) with a full implementation in 2019 as well as expanding the definition of high quality liquid assets to include lower quality corporate securities, equities and residential mortgage backed securities. Regarding the other liquidity requirement, the net stable funding ratio, the BCBS published the final rules in October 2014 which were to be effective from 1 January 2018. A binding detailed net stable funding ratio was introduced as part of the Capital Requirements Directive reforms published in June 2019 and applicable from June 2021, as better detailed below.

The Basel III framework has been implemented in the European Union (“**EU**”) through new banking requirements: Directive 2013/36/EU (the “**CRD IV**”) of the European Parliament and the European Council on 26 June 2013 which relates to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, and Regulation (EU) No 575/2013 (the “**CRR**” and together with the CRD IV, the “**CRD IV Package**”) of the European Parliament and the European Council on 26 June 2013 which relates to prudential requirements for credit institution and investment firms, subsequently and respectively updated with the Directive (EU) 2019/878 (the “**CRD V**”) and Regulation (EU) 2019/876 (the “**CRR II**” and, together with the CRD V, the “**EU Banking Reform Package**”) and, recently, by the CRD VI and CRR III (both as defined below).

National options and discretions under the CRD IV Package that were previously only exercised by national competent authorities, are now exercised by the Single Supervisory Mechanism (“**SSM**”) (as defined below) in a largely harmonised manner throughout the European banking union. In this respect, on 14 March 2016, the ECB adopted Regulation (EU) No. 2016/445 on the exercise of options and discretions, as subsequently amended. Depending on the manner in which these options/discretions had been exercised by the national competent authorities and on the manner in which the SSM will exercise them in the future, additional/lower capital requirements may result.

Moreover, the Bank of Italy published supervisory regulations on banks in the Bank of Italy Regulations which came into force on 1 January 2014, implementing the CRD IV Package and then the CRD V Package, and setting out additional local prudential rules. The CRD IV Package has also been supplemented in the Republic of Italy by technical standards and guidelines finalized by the European supervisory authorities, mainly EBA and the European Securities and Markets Authority, and delegated regulations of the European Commission and guidelines of the EBA which can be either of direct application under Italian law or built into the Bank of Italy’s supervisory expectations.

According to Article 92 of the CRR, as amended by the CRR II, institutions shall at all times satisfy the following own fund requirements: (i) a CET1 Capital ratio of 4.5 per cent. of the total risk exposure amount; (ii) a Tier 1 Capital ratio of 6 per cent. of the total risk exposure amount; (iii) a Total Capital ratio of 8 per cent. of the total risk exposure amount and (iv) a Leverage Ratio of 3%. These minimum ratios are complemented by the following capital buffers to be met with CET1 Capital, reported below as applicable with reference to 31 December 2024:

- *Capital conservation buffer*: set at 2.5 per cent. from 1 January 2019 (pursuant to article 129 of the CRD IV and Part I, Title II, Chapter I, Section II of the Bank of Italy Regulations);
- *Counter-cyclical capital buffer*: calculated on a quarterly basis depending on the geographic distribution of the relevant credit exposures of the institution and on the decisions of each competent national authorities setting the specific rates applicable in the home Member State, other Member States or third countries (pursuant to article 130 of the CRD IV and Part I, Title II, Chapter I, Section III of the Bank of Italy Regulations). The Bank of Italy has set, and decided to maintain, the countercyclical capital buffer rate (relating to exposures towards Italian counterparties) at 0 per cent. for the fourth quarter of 2024;
- *Capital buffers for global systemically important banks (“**G-SIBs**”)*: represents an additional loss absorbency buffer varying depending on the sub-categories on which the global systematically important institutions (**G-SIIs**) are divided into. The lowest sub-category shall be assigned a G-SII

buffer of 1% of the total risk exposure amount calculated in accordance with Article 92(3) of the CRR and the buffer assigned to each sub-category shall increase in gradients of at least 0.5% of the total risk exposure amount calculated in accordance with Article 92(3) of the CRR. G-SIIs are determined according to specific indicators (e.g. size, interconnectedness, complexity) and, being phased in from 1 January 2016, became fully effective on 1 January 2019 (pursuant to article 131 of the CRD IV and Part I, Title II, Chapter I, Section IV of the Bank of Italy Regulations). Based on the most recently updated list of G-SIIs published by the FSB (as defined below) on 26 November 2024 (updated annually), the Group is not a G-SIB and does not need to comply with a G-SII capital buffer requirement; and

- *Capital buffers for other systemically important banks (“O-SIIs”)*: up to 3.0 per cent. as set by the relevant competent authority (reviewed at least annually), to compensate for the higher risk that such banks represent to the domestic financial system (article 131 of the CRD IV and Part I, Title II, Chapter I, Section IV of the Bank of Italy Regulations). As of the communication published by the Bank of Italy on 24 November 2023, the Issuer is no longer classified as O-SII and thus is no longer required to maintain the O-SIIs capital buffer.

In addition to the above listed capital buffers, under Article 133 of the CRD IV, as amended by CRD V, each Member State may introduce a systemic risk buffer (“**SyRB**”) in order to prevent and mitigate long-term non-cyclical systemic or macro prudential risks not otherwise covered by the CRD IV Package, in the sense of a risk of disruption in the financial system with the potential of having serious negative consequences on the financial system and the real economy in a specific Member State.

With update no. 38 of 22 February 2022, the Bank of Italy Regulations were amended in order to provide for, *inter alia*, the introduction of:

(i) the possibility for the Bank of Italy to activate the SyRB for banks and banking groups authorised in Italy. In particular, the requirement to maintain a SyRB Common Equity Tier 1 is intended to prevent and mitigate macro-prudential or systemic risks not otherwise covered with the macro-prudential instruments provided for by the CRR, as amended by CRR II, the anti-cyclical capital buffer and capital buffer for G-SII and O-SII. The buffer ratio for systemic risk can be applied to all exposures or to a subset of exposures and to all banks or to one or more subsets of banks with similar risk profiles; and

(ii) some macro-prudential instruments based on the characteristics of customers or loans (so-called “borrower-based measures”). Specifically, these are measures that are not harmonised at European level, which can be used to counter systemic risks deriving from developments in the real estate market and from high or rising levels of household and non-financial corporate debt.

The Bank of Italy exercised its authority to introduce a SyRB on 26 April 2024. The Bank of Italy has decided to apply to all licensed banks in Italy a SyRB equal to 1.0 per cent. of credit and counterparty risk-weighted exposures to residents in Italy. The target rate of 1.0 per cent. is to be achieved gradually by building up a reserve equal to 0.5 per cent. of material exposures by 31 December 2024 and the remaining 0.5 per cent. by 30 June 2025.

Failure by an institution to comply with the buffer requirements described (“**Combined Buffer Requirements**”) may trigger restrictions on distributions by reference to the so-called “Maximum Distributable Amounts” and the need for the bank to adopt a capital conservation plan and/or take remedial actions (articles 141 to 142 of the CRD IV).

In addition, the Bank is subject to the Pillar II requirements for banks imposed under the CRD IV Package, which are potentially impacted, on an on-going basis, by further requirements provided by the supervisory authorities under the Supervisory Review and Evaluation Process (“**SREP**”). In particular, the SREP process is aimed at ensuring that institutions have in place adequate arrangements, strategies, processes and mechanisms to maintain the amounts, types and distribution of internal capital commensurate to their risk

profile, as well as robust governance and internal control arrangements. The key purpose of the SREP process is to ensure that institutions have adequate arrangements as well as capital and liquidity to ensure sound management and coverage of the risks to which they are or might be exposed, including those revealed by stress testing, as well as risks the institution may pose to the financial system. For more information in this respect reference is made to paragraph “*The Single Supervisory Mechanism*” below.

The quantum of any Pillar II requirement imposed on a bank and the type of capital which a bank is required to apply in order to meet such capital requirements may all impact a bank’s ability to comply with the Combined Buffer Requirement.

With reference to the “stacking order” of own funds requirements, as clarified in the “Opinion of the European Banking Authority on the interaction of Pillar I, Pillar II and combined buffer requirements and restrictions on distributions” published on 16 December 2015, competent authorities should ensure that the Common Equity Tier 1 Capital to be taken into account in determining the Common Equity Tier 1 Capital available to meet the combined buffer requirement is limited to the amount not used to meet the Pillar I and Pillar II own funds requirements of the institution. In effect, this would mean that Pillar II capital requirements would be “stacked” below the capital buffers, and thus a firm’s CET1 resources would only be applied to meet capital buffer requirements after Pillar I and Pillar II capital requirements have been met in full.

Furthermore, in its publication of the 2016 EU-wide stress test results on 29 July 2016, the EBA has recognised a distinction between “Pillar II requirements” (stacked below the capital buffers) and “Pillar II capital guidance” (stacked above the capital buffers). With regard to Pillar II capital guidance, the publication stated that, in response to the stress test results, competent authorities may (among other things) consider “setting capital guidance, above the combined buffer requirement”. Competent authorities have remedial tools if an institution refuses to follow such guidance. The ECB published a set of “Frequently asked questions on the 2016 EU-wide stress test”, confirming this distinction between Pillar II requirements and Pillar II capital guidance and noting that “Under the stacking order, banks facing losses will first fail to fulfil their Pillar II capital guidance. In case of further losses, they would next breach the combined buffers, then Pillar II requirements, and finally Pillar I requirements”.

This distinction between “Pillar II requirements” and “Pillar II capital guidance” has been introduced in the EU by the CRD V. Whereas the former are mandatory requirements imposed by supervisors to address risks not covered or not sufficiently covered by Pillar I and buffer capital requirements, the latter refers to the possibility for competent authorities to communicate to an institution their expectations for such institution to hold capital in excess of its capital requirements (Pillar I and Pillar II) and combined buffer requirements in order to cope with forward-looking and remote situations. Under the EU Banking Reform Package, and as described above, only Pillar II requirements, and not Pillar II capital guidance, will be relevant in determining whether an institution is meeting its combined buffer requirement.

Non-compliance with Pillar II capital guidance does not amount to failure to comply with capital requirements, but should be considered as a “pre-alarm warning” to be used in a bank’s risk management process. If capital levels go below Pillar II capital guidance, the relevant supervisory authorities, which should be promptly informed in detail by the bank of the reasons of the failure to comply with the Pillar II capital guidance, will take into consideration appropriate and proportional measures on a case by case basis (including, by way of example, the possibility of implementing a plan aimed at restoring compliance with the capital requirements - including capital strengthening requirements).

With update no. 39 of 13 July 2022, the Bank of Italy Regulations were amended in order to align its provisions with Articles 104 to 104c of the CRD IV, as amended by CRD V. In particular, the amendments introduced to Part I, Chapter 1, Title III of the Bank of Italy Regulations provide for, *inter alia*, the introduction of:

(i) a clear differentiation between the components of Pillar 2 Requirements (“**P2R**”) estimated from an ordinary perspective and the Pillar 2 Guidance determined from a stressed perspective which supervisory authorities may require banks to hold; and

(ii) the possibility for supervisory authorities to require additional capital in the presence of excessive leverage risk, under both ordinary and stressed conditions (P2R and Leverage Ratio and Pillar 2 Guidance Leverage Ratio).

The CRD IV Package also introduced a LCR. This is a stress liquidity measure based on modelled 30-day outflows. The LCR was implemented in 1 October 2015, although it was phased-in and became fully applicable from 1 January 2018 and set at 100 per cent.. The Commission Delegated Regulation (EU) 2015/61 of 10 October 2014 supplementing the CRR in regard to the liquidity coverage requirement for credit institutions (the “**LCR Delegated Act**”) was adopted in October 2014 and published in the Official Journal of the European Union in January 2015. On 20 May 2022, amendments to the LCR Delegated Act were published in the Official Journal (Commission Delegated Regulation (EU) 2022/786 of 10 February 2022) and applied as of July 2022. Most of these amendments were introduced to better allow the credit institutions issuing covered bonds to comply, on one hand, with the general liquidity coverage requirement for a 30 calendar day stress period and, on the other hand, with the cover pool liquidity buffer requirement, as laid down by Directive (EU) 2019/2162 of the European Parliament and of the Council. The Net Stable Funding Ratio (“**NSFR**”) is part of the Basel III framework and aims to promote resilience over a longer time horizon (1 year) by creating incentives for banks to fund their activities with more stable sources of funding on an on-going basis. The NSFR has been introduced as a requirement in the CRR II published in June 2019 and applies from June 2021.

Furthermore, the Bank is bound to comply with the general limit on the investment in equity interests and real estate properties, to be contained within the amount of own funds at consolidated level, and the regulatory limits in the matter of holding of qualifying equity interests in non-financial enterprises and large exposures. The Bank is also subject to the regulatory limits provided for by the national legislation in the matter of transactions with related parties as per the Bank of Italy Regulations for banks as well as the specific obligations set forth by the regulation issued by CONSOB.

With regard to the calculation modalities of regulatory requirements, in order to determine weightings in the context of the credit risk standardised approach, the first pillar prudential regime allows for the possibility to use the creditworthiness assessments issued by external credit assessment institutions (“**ECAI**”). BMPS uses the assessments provided by certain ECAs and, in particular, those issued by S&P Global Ratings Europe Limited, Moody’s Investor Services and Fitch Ratings. In addition, in relation to credit risk, the prudential regime further allows for the possibility to use internal rating-based assessments for the determination of weightings on exposures falling within the validated perimeters.

The EU Banking Reform Package

The EU Banking Reform Package amends many existing provisions set out in the CRD IV Package, the BRRD (as defined below) and the SRM Regulation (as defined below).

These proposals were agreed by the European Parliament, the European Council and the European Commission and were published in the Official Journal of the European Union on 7 June 2019 entering into force 20 days after, even though most of the provisions apply as of 28 June 2021, allowing for smooth implementation of the new provisions.

Specifically, the new EU regulatory framework introduced by the CRR II includes:

- revisions to the standardised approach for counterparty credit risk;

- revisions to the prudential treatment of exposures in the form of units or shares in collective investment undertakings, envisaging the application of a risk weight of 1250% (fall-back approach) in the event that the bank is unable to apply the look-through approach or the mandate-based approach;
- introduction from September 2021 of new reporting requirement on market risk according to the Alternative Standardised Approach pending implementation in the EU of the latest changes to the Fundamental Review of the Trading Book (“**FRTB**”) published in January 2019 by the BCBS and then the application of own funds requirements;
- a binding leverage ratio (and related improved disclosure requirements) introduced as a backstop to risk-weighted capital requirements and set at 3 per cent. of an institution’s Tier 1 capital;
- a binding NSFR which requires credit institutions and systematic investment firms to finance their long-term activities (asset and off-balance sheet items) with stable sources of funding (liabilities) in order to increase banks resilience to funding constraints. This means that the amount of available stable funding will be calculated by multiplying an institution’s liabilities and regulatory capital by appropriate factors that reflect their degree of reliability over a year. The NSFR will be expressed as a percentage and set at a minimum level of 100 per cent., indicating that an institution holds sufficient stable funding to meet its funding needs during a one-year period under both normal and stressed conditions. The NSFR applies at a level of 100 per cent. at individual and a consolidated level starting from 28 June 2021, unless competent authorities waive the application of the NSFR on an individual basis;
- changes to the large exposure limits, now calculated as the 25% of Tier 1;
- the exemption from deductions of prudently valued software assets from CET 1;
- improvement of own funds calculation adjustments for exposures to SME and infrastructure projects; and
- the CRD V reviews, among other things, the Pillar 2 regulatory framework for capital buffers, which officially introduces the distinction between Pillar 2 requirements and Pillar 2 capital guidance, also specifying the nature the equity instruments with which banks must satisfy the Pillar 2 requirement.

Most of the provisions of the CRR II apply from 28 June 2021, although certain provisions, such as those relating to definition of own funds, were implemented from 27 June 2019. The elements of the package introduced by the CRD V were to be implemented into national law by 28 December 2020 excluding some provisions which applied as of a later date. Although it is expected to be gradually implemented, such regulatory evolution, whose aim was to set a higher system stability, may in any case have a significant impact on financial institutions.

In Italy, the Government approved a Legislative Decree on 8 November 2021 (“**182 Decree**”) implementing the CRD V and amending the Italian Banking Act. 182 Decree entered into force on 30 November 2021. 182 Decree impacts, *inter alia*, on:

- proposed acquirers of holdings in credit institutions, requirements for shareholders and members of the management body (Articles 22, 23 and 91 of the CRD V Directive);
- competent authorities’ powers to impose additional own fund requirements (Articles 104 and 104a of the CRD V Directive);
- authorisation regime applicable to financial holding companies and mixed financial holding companies (Article 21a of the CRD V Directive); and

- regime governing the banking groups and introduction of the status of “intermediate EU parent” (Article 21c of the CRD V Directive).

On 27 October 2021, the European Commission published a legislative proposal to amend CRD V and the CRR II (the “**2021 Reform Package**”). In particular, the 2021 Reform Package legislative initiative aims at implementing in the EU the Basel IV (as defined below) and further elements not included in such international framework contributing to financial stability and to the steady financing of the economy in the context of the post-COVID 19 crisis recovery. On 19 June 2024, Directive (EU) 1619/2024 of the European Parliament and Council of 31 May 2024 amending Directive 2013/36/EU as regards supervisory powers, sanctions, third-country branches, and environmental, social and governance risks (“**CRD VI**”) and Regulation (EU) 1623/2024 of the European Parliament and Council of 31 May 2024 amending Regulation (EU) 2013/575 as regards requirements for credit risks, credit valuation, adjustment risk, operational risk and the output floor (“**CRR III**”) were published in the Official Journal of the European Union and entered into force on 9 July 2024. Save for certain exemptions, most of the provisions set forth in the CRR III applies from 1 January 2025, while the domestic acts and regulations enacted by the Member States to implement the changes brought by CRD VI shall become effective on 11 January 2026. On 31 October 2024, the Delegated Regulation (EU) 2024/2795 amending the CRR in relation to the market risk requirement was published in the Official Journal of the European Union and postponed the date of application of the *Fundamental Review of the Trading Book* to 1 January 2026. Until then, the current market risk requirements, including the calculation of own funds requirements for market risk, market risk reporting and disclosure requirements, remain applicable.

The main changes CRD VI and CRR III are about to introduce relate to:

- (i) the introduction of the output floor to reduce the excess variability of banks’ capital requirements calculated with internal models. Notably, the output floor works as a lower limit (“floor”) on the capital requirements (“output”) the banks calculate when using their internal models. The output floor aims at enhancing the confidence in risk-based capital requirements and to improve the solidity of banks that make use of internal models, making capital requirements more comparable across banks;
- (ii) implementation of the Basel III agreement to strengthen Union banks’ resilience face at the main risk areas (credit risk; market risk and operational risk);
- (iii) Environmental, Social and Governance (ESG) risk. Under the newly introduced banking package, banks would need to draw up transition plans under the prudential framework that will need to be consistent with the sustainability commitments banks undertake under other pieces of Union laws, such as the Corporate Sustainability Reporting Directive. Competent authorities will oversee how banks handle ESG risks and include ESG considerations in the context of the annual supervisory examination review (i.e. SREP);
- (iv) strengthened supervision. The supervisory powers and tools have been increased and further harmonized. Notably, supervisors will be given more powers to check if certain transactions (e.g. large acquisitions) undertaken by banks are sound and do not entail excessive risks for banks; and
- (v) clear rules for third-country banks operating in the European Union. The CRD VI will introduce minimum harmonising conditions on the establishment of third-country banks in the EU.

Once CRD VI and CRR III are fully implemented and transposed in the European Union, the regulatory changes brought by these pieces of legislation will impact the entire banking system and consequently could determine changes in the capital calculation and capital requirements, which as at the date of this Base Prospectus cannot be entirely quantified.

The EBA has been conducting regular and ad-hoc quantitative impact studies to assess or monitor the impact of various rules on the EU banking sector.

Regular monitoring exercise includes also a monitoring exercise to assess the impact of the Basel III framework on a sample of EU banks that the EBA conducts in coordination and in parallel with the BCBS (“**Basel III Monitoring Exercise**”). This exercise assesses the impact of the latest regulatory developments at BCBS level in the following area: (a) global regulatory framework for more resilient banks and banking systems; (b) the Liquidity Coverage Ratio and liquidity risk monitoring tools; (c) the leverage ratio framework and disclosure requirements; (d) the Net Stable Funding Ratio; and (e) the post-crisis reforms.

The impact of the Basel III is assessed using mostly the following measures:

- (i) percentage impact on minimum required Tier 1 capital (MRC);
- (ii) impact, in basis point, on the current actual Tier 1 capital ratio; and
- (iii) Tier 1 shortfall resulting from the full implementation of Basel III, namely the capital amount that banks need to fulfill the Basel III MCR.

According to the EBA Decision no. EBA/DC/2021/373, concerning information required for the monitoring of Basel supervisory standards published on 18 February 2021, as subsequently amended, (“**EBA Decision**”), the Basel III Monitoring Exercise became mandatory and is carried out on an annual basis, for a representative set of EU and EEA credit institutions identified by the relevant competent authorities.

On 4 October 2024, EBA published its third mandatory Basel III Monitoring Report which assess the impact that Basel III full implementation will have on EU banks in 2033. According to this assessment, the full Basel III implementation would result in an average increase of 7.8% at the full implementation date in 2033 of the current Tier 1 minimum required capital. The main contribution factors are the output floor and the operational risks. Thus, to comply with the new framework, banks would need EUR 0.9 billion of additional Tier 1 capital.

On 4 May 2020, EBA published its final draft technical standards on specific reporting requirements for market risk, in accordance with the mandate set out in the provisions of the CRR II.

In particular, the implementing technical standards (“**ITS**”) introduced uniform reporting templates, the template related instructions, the frequency and the dates of the reporting, the definitions and the IT solutions for the specific reporting for market risk. These ITS introduce the first elements of the Fundamental Review of the Trading Book (FRTB) into the EU prudential framework by means of a reporting requirement. Based on the ITS submitted by the EBA, the European Commission adopted the Implementing Regulation no. 2021/453/EU of 15 March 2021 which applied from 5 October 2021.

In order to mitigate the impact of COVID-19 on the European banking system, Regulation (EU) 2020/873 of the European Parliament and of the Council (the “**CRR Quick-fix**”), brought forward the application date of certain CRR II measures to 27 June 2020, including the SME supporting factor, the infrastructure supporting factor and the more favourable treatment of certain loans granted by credit institutions to pensioners or employees, and the application date of the new prudential treatment of software assets to the date on which the EBA’s regulatory technical standards enter into force (Delegated Regulation (EU) 2020/2176 was published on 22 December 2020 and became effective from 23 December 2020).

In July 2020, the European Commission adopted a legislative package on capital markets recovery (the “**Capital Markets Recovery Package**”) as part of its overall strategy to tackle the economic impacts of the COVID-19 pandemic. Under the Capital Markets Recovery Package targeted amendments to (i) the Prospectus Regulation and Directive 2004/109/EC (such amendments having been introduced by Regulation (EU) 2021/337), (ii) the MiFID II (such amendments having been introduced by Directive (EU) 2021/338) and (iii) the Securitisation Regulation (such amendments having been introduced by Regulation (EU) 2021/557), have been introduced in the EU legislative framework.

As a final note, on 9 January 2025, the EBA published its final Guidelines on the management of Environmental, Social and Governance (ESG) risk. The Guidelines set out requirements for institutions for the identification, measurement, management and monitoring of ESG risks, including through plans aimed at ensuring their resilience in the short, medium and long term.

For more details on the amendments to the Securitisation Regulation, please see paragraph “*The Securitisation Framework*” below.

The Single Supervisory Mechanism

In October 2013, the Council of the European Union adopted regulations establishing the SSM for all banks in the Eurozone, which have, beginning in November 2014, given the ECB, in conjunction with the national competent authorities of the Eurozone states, direct supervisory responsibility over “banks of systemic importance” in the European banking union as well as their subsidiaries in a participating non-Eurozone Member State. The SSM Regulation that sets out the practical arrangements for the SSM was published in April 2014 and entered into force in May 2014. Banks directly supervised by the ECB include, *inter alia*, any Eurozone bank that has: (i) assets greater than Euro 30 billion; (ii) assets constituting at least 20 per cent. of its home country’s gross domestic product; or (iii) requested or received direct public financial assistance from the European Financial Stability Facility or the European Stability Mechanism.

The ECB is also exclusively responsible for key tasks concerning the prudential supervision of credit institutions, which include, *inter alia*, the power to: (i) authorise and withdraw the authorisation of all credit institutions in the Eurozone; (ii) assess acquisition and disposal of holdings in other banks; (iii) ensure compliance with all prudential requirements laid down in general EU banking rules; (iv) set, where necessary, higher prudential requirements for certain banks to protect financial stability under the conditions provided by EU law; (v) ensure compliance with robust corporate governance practices and internal capital adequacy assessment controls; and (vi) intervene at the early stages when risks to the viability of a bank exist, in coordination with the relevant resolution authorities. The ECB also has the right to impose pecuniary sanctions.

National competent authorities will continue to be responsible for carrying out supervisory tasks not conferred on the ECB, such as consumer protection, money laundering, payment services, and branches of third country banks, besides supporting the ECB in day-to-day supervision. In order to foster consistency and efficiency of supervisory practices across the EU, the EBA is developing a single rule book. The single rule book aims at providing a single set of harmonised prudential rules in which institutions throughout the EU must respect.

The Bank and the Group have been classified, as a significant supervised entity and a significant supervised group, respectively, pursuant to the SSM Regulation and Regulation (EU) No. 468/2014 of the European Central Bank of 16 April 2014 and, as such, are subject to direct prudential supervision by the ECB.

The ECB is required under the SSM Regulation to carry out a SREP process at least on an annual basis. In addition to the above, the EBA published on 19 December 2014 its final guidelines for common procedures and methodologies in respect of the SREP. Included in these guidelines were the EBA’s proposed guidelines for a common approach to determining the amount and composition of additional Pillar II own funds requirements to be implemented from 1 January 2016. Under these guidelines, national supervisors should set a composition requirement for the Pillar II requirements to cover certain specified risks of at least 56 per cent. of CET1 Capital and at least 75 per cent. Tier 1 capital. The guidelines also contemplate that national supervisors should not set additional own fund requirements in respect of risks which are already covered by the combined buffer requirements (as described above) and/or additional macro-prudential requirements.

On 18 March 2022, the EBA published its final report on revised Guidelines on common procedures and methodologies for SREP and supervisory stress testing. The EBA has developed the revised SREP Guidelines in order to implement the changes brought by CRD V and CRR II. In particular, the revision of

the Guidelines, while keeping the original framework with the main SREP elements intact, reflects, among other things, the introduction of the assessment of the risk of excessive leverage and the revision of the methodology for the determination of the Pillar 2 Guidance. Additional relevant changes are related to the enhancement of the principle of proportionality and the encouragement of cooperation among prudential supervisory authorities and AML-CFT supervisors, as well as resolution authorities. The Bank of Italy reported its intention to comply with the Guidelines and amended the Bank of Italy Regulations accordingly. The guidelines applied from 1 January 2023.

As mentioned above, according to the SSM Regulation, the national supervisory authorities remain in charge of carrying out those supervisory tasks which are not given to the ECB (such as, among the others, conducting the function of competent authorities over credit institutions in relation to markets in financial instruments). Therefore, the Bank is also subject to, *inter alia*, CONSOB supervision, given its activities carried out in relation to the sale, placement and marketing of financial instruments.

Single Resolution Mechanism

In August 2014, Regulation (EU) No 806/2014 (as amended, the “**SRM Regulation**”) establishing the single resolution mechanism (“**SRM**”) entered into force. The SRM became fully operational on 1 January 2016. Certain provisions, including those concerning the preparation of resolution plans and provisions relating to the cooperation of the Single Resolution Board (“**SRB**”) with national resolution authorities, entered into force on 1 January 2015.

The SRM, which complements the SSM, applies to all banks supervised by the ECB SSM. It mainly consists of the SRB and a Securitisation Regulation Framework (“**SRF**”).

Decision-making is centralised with the SRB, and involves the European Commission and the European Council (which will have the possibility to object to the SRB’s decisions) as well as the ECB and national resolution authorities.

The establishment of the SRM is designed to ensure that supervision and resolution is exercised at the same level for countries that share the supervision of banks within the ECB Single Supervisory Mechanism.

The SRM Regulation was subsequently updated by Regulation (EU) 2019/877 (“**SRM II Regulation**”), as part of the EU Banking Reform Package, published on 7 June 2019 and entered into force on 27 June 2019. In line with the changes to BRRD II (as defined below), the SRM II Regulation which applies from 28 December 2020 introduced several amendments such as changing the MREL for banks and G-SIBs, in order to measure it as a percentage of the total risk-exposure amount and of the leverage ratio exposure measure of the relevant institution. BRRD and SRM Regulation require institutions to meet MREL at all times, which has to be determined by the resolution authority in order to ensure the effectiveness of the bail-in tool and other resolution tools.

Lastly, the SRM Regulation was amended by the Daisy Chain Act (as defined below). As better detailed in the SRB Communication on the Daisy Chain Act, published on 30 September 2024, according to Article 12d(2a) of the SRM Regulation, as amended by Article 2 of the Daisy Chain Act:

- (i) the SRB shall not determine the MREL for liquidation entities unless it considers justified to determine said requirement in an amount exceeding the amount sufficient to absorb losses. As per the definition laid down by the SRM Regulation, “liquidation entity” shall be read as referencing to an entity in respect of which the group resolution plan or, for an entity which is not part of a group, the resolution plan, provides that the entity is to be wound up under the normal insolvency proceedings, or an entity, within the resolution group other than a resolution entity, in respect of which the group resolution does not provide for the exercise of write-down and conversion powers; and

- (ii) Article 77(2) and Article 78(a) of the CRR, setting forth the prior authorisation regime to reduce eligible liabilities instruments, shall not apply to liquidation entities for which the board of the SRB has not determined a MREL.

The above changes apply from 14 November 2024. The SRB announced that – in line with the principles of good administration and legal certainty – in the course of 2024 resolution planning cycle, the previously adopted decisions setting the MREL at level equal to the loss absorption amount will be repealed with effect as of 14 November 2024. In this regard, it should be noted that on 22 November 2024 the Bank of Italy communicated to Wise Dialog Bank S.p.A. that the previously notified MREL decision is no longer applicable as of 14 November 2024.

As a final note, it is worth noting that, as part of the CMDI Reform (as defined below), amendments to the SRM, have been recently proposed by the European co-legislator. The main purpose of this legislative reform is to build on the objectives of the crisis management framework and to ensure a more consistent approach to resolution so that any bank in crisis can exit the market in an orderly manner, while preserving the financial stability, taxpayer money and ensuring deposit confidence.

The BRRD and the revision of the BRRD framework

The BRRD completes the legislative framework applicable to banks, identifying the powers and tools which national authorities in charge of resolving banking crisis may adopt for the resolution of a bank's crisis or a collapse situation. This was for the purpose of guaranteeing continuity of the essential functions of the institution, reducing to a minimum the collapse impact on the economy and the financial system as well as on costs for taxpayers. On 9 July 2015, the enabling act for the implementation of the BRRD was approved, identifying, *inter alia*, the Bank of Italy, as national resolution authority pursuant to article 3 of the BRRD. On 16 November 2015, contemporaneously with the publication in the Official Journal, Legislative Decrees no. 180 and 181 of 16 November entered into force and respectively implemented the BRRD and adapted the provisions of the Italian Banking Act to the changed legislative framework.

With specific reference to the bail-in instrument, the BRRD has provided a minimum requirement for own funds and eligible liabilities (“**MREL**”) in order to ensure that a bank, in case of an application of the bail-in tool, has sufficient liabilities to absorb losses and to assure compliance with the Common Equity Tier 1 requirement provided for the authorisation to exercise the banking business, as well as to generate confidence in the market. Regulatory technical standards specifying the criteria to determine the MREL requirements are set out in Delegated Regulation EU 2016/1450 which was published in the Official Journal of the European Union on 3 September 2016.

In April 2021, Implementing Regulation (EU) 2021/763 on disclosure reporting on MREL and TLAC (as defined below) has been published, providing for: (i) draft uniform disclosure formats for MREL and TLAC disclosure according – respectively – to Articles 45i(6) of the BRRD and 434a of the CRR; and (ii) draft uniform reporting templates, instructions and methodology for MREL and TLAC reporting according – respectively – to Articles 45i(5) of the BRRD and 430(7) of the CRR. Title I of Implementing Regulation (EU) 2021/763 shall apply from 28 June 2021, while Title II shall apply as of 1 June 2021 as regards the disclosures in accordance with Article 437a and point (h) of Article 447 of CRR, and as of the date of application of the disclosure requirements in accordance with the third subparagraph of Article 3(1) of Directive (EU) 2019/879, as regards the disclosures in accordance with Article 45i(3) of BRRD.

The BRRD also requires Member States to ensure that national insolvency laws contain a prescribed creditor hierarchy. The insolvency hierarchy directive (Directive (EU) 2017/2399), due to be transposed in Member States by 29 December 2018, amends this hierarchy by introducing a new asset class of non-preferred senior debt that can only be bailed-in in resolution after capital instruments but before senior liabilities. In the Republic of Italy, such directive has been implemented by the Italian Law No. 205/2017 which introduced article 12 *bis* into the Italian Consolidated Banking Act.

In addition to the general bail-in tool, the BRRD provides for resolution authorities to have the further power to permanently write-down/convert into shares or other instruments of ownership (including the Subordinated Notes) at the point of non-viability and before any other resolution action is taken (**non-viability loss absorption**). Any shares issued to holders of Subordinated Notes upon any such conversion may also be subject to any application of the general bail-in tool. The point of non-viability under the BRRD is the point at which the relevant authority determines that the institution meets the conditions for resolution (but no resolution action has yet been taken) or that the institution or its group will no longer be viable unless the relevant capital instruments (including the Subordinated Notes) are written-down/converted or extraordinary public support is to be provided.

Resolution authorities have the power to amend or alter the maturity of certain debt instruments (such as the Senior Preferred Notes, Senior Non-Preferred Notes and Subordinated Notes) issued by an institution under resolution, amend the amount of interest payable under such instruments, the date on which the interest becomes payable (including by suspending payment for a temporary period) and to restrict the termination rights of holders of such instruments. The BRRD also provides for a Member State, after having assessed and exhausted the above resolution tools to the maximum extent possible whilst maintaining financial stability, to be able to provide extraordinary public financial support through additional financial stabilisation tools. Resolution authorities may provide public equity support to an institution and/or take the institution into public ownership. Such measures must be taken in accordance with the EU state aid framework and will require a contribution to loss absorption from shareholders and creditors via write-down, conversion or otherwise, in an amount equal to at least 8 % of total liabilities (including own funds).

As an exemption from these principles, the BRRD allows for three kinds of extraordinary public support to be provided to a solvent institution without triggering resolution: 1) a State guarantee to back liquidity facilities provided by central banks according to the central banks' conditions; 2) a State guarantee of newly issued liabilities; or 3) an injection of own funds in the form of precautionary recapitalisation. In the case of precautionary recapitalization EU state aid rules require that shareholders and junior bond holders (such as holders of the Subordinated Notes) contribute to the costs of restructuring.

Revisions to the BRRD framework

The EU Banking Reform Package includes Directive (EU) 2019/879, which provides for a number of significant revisions to the BRRD (known as “**BRRD II**”) published in the Official Journal of the European Union on 7 June 2019 and entered into force on 27 June 2019. With regard to the date of application, Member States were required to ensure implementation into local law by 28 December 2020 with certain requirements relating to the implementation of the total loss absorbency capacity standard (“**TLAC**”) applying from January 2022 while the transitional period for full compliance with MREL requirements is foreseen until 1 January 2024, with interim targets for a linear build-up of MREL set at 1 January 2022. The BRRD II has been transposed under Italian law, in accordance with the European Delegation Law (Law No. 53/2021) of 22 April 2021, by the 193 Decree, which has mainly amended the provisions set out under Legislative Decree No. 180 of 16 November 2015, the Italian Consolidated Banking Act and the Consolidated Finance Act to take into account the provisions of the BRRD II.

The EU Banking Reform Package includes, amongst other things:

- full implementation of the Financial Stability Board’s TLAC standard (“**FSB**”) in the EU and revisions to the existing MREL regime. Additional changes to the MREL framework that include changes to the calculation methodology for MREL, criteria for the eligible liabilities which can be considered as MREL, the introduction of internal MREL and additional reporting and disclosure requirements on institutions;
- the introduction of a new category of “top-tier” banks, being banks which are resolution entities that are not G-SIIs but are part of a resolution group whose total assets exceed Euro 100 billion;

- the introduction of a new moratorium power for resolution authorities and requirements on the contractual stays in resolution; and
- amendments to the article 55 regime in respect of the contractual recognition of bail-in.

In particular, with a view to ensuring full implementation of the TLAC standard in the EU, the EU Banking Reform Package and the BRRD II introduce MREL applicable to G-SIIs with the TLAC standard and to allow resolution authorities, on the basis of bank-specific assessments, to require that G-SIIs comply with a supplementary MREL requirement strictly linked to the resolvability analysis of a given G-SII. Neither the Bank nor any member of BMPS has been identified as a G-SIB in the 2024 list of global systemically important banks published by the FSB on 21 November 2022.

In order to ensure compliance with MREL requirements, and in line with the FSB standard on TLAC, the BRRD II provides that in case a bank does not have sufficient eligible liabilities to comply with its MREL requirements, the resultant shortfall is automatically filled up with CET1 Capital that would otherwise be counted towards meeting the combined capital buffer requirement. However, under certain circumstances, BRRD II envisages a nine-month grace period before restrictions to discretionary payments to the holders of regulatory capital instruments senior management of the bank and employees take effect due to a breach of the combined capital buffer requirement.

On 20 May 2020, the SRB published a non-binding policy named “*Minimum Requirements for Own Funds and Eligible Liabilities (MREL) Policy under the Banking Package*”, aiming at helping to ensure that MREL is set in the context of fully feasible and credible resolution plans for all types of banks, as well as promoting a level playing field across banks including subsidiaries of non-banking Union (EU) banks. The policy addresses the following topics:

- (a) calibration: the policy provides for modifications and extensions of the SRB’s approach to MREL calibration in accordance with the framework set out by the EU Banking Reform Package;
- (b) subordination for resolution entities: the policy sets the following subordination requirements: (i) Pillar 1 Banks are subject to subordination requirements composed of a non-adjustable Pillar 1 MREL requirement that must be met with own funds instruments and eligible liabilities that are subordinated to all claims arising from excluded liabilities; (ii) Pillar 1 Banks’ resolution authorities shall ensure that the subordinated MREL resources of Pillar 1 Banks are equal to at least 8% of total liabilities and own funds (TLOF); and (iii) non Pillar 1 Banks will be subject to a subordination requirement only upon the decision of the resolution authority to avoid a breach of the No Creditor Worse Off principle, following a bank-specific assessment carried out as part of resolution planning;
- (c) internal MREL for non-resolution entities: the policy states that the SRB will progressively expand the scope of non-resolution entities for which it will adopt internal MREL decisions, and it may waive subsidiary institutions qualifying as non-resolution entities from internal MREL at certain conditions. In addition, the policy defines criteria for the SRB’s possibly permitting the use of guarantees to meet the internal MREL within the Member State of the resolution entity;
- (d) MREL for cooperative groups: the policy sets out minimum conditions to authorise certain types of cooperative networks to use eligible liabilities of associated entities other than the resolution entity to comply with the external MREL, as well as minimum conditions to waive the internal MREL of the legal entities that are part of the cooperative network;
- (e) eligibility of liabilities issued under the law of a third country: the policy expands on how liabilities issued under the law of third countries can be considered eligible through contractual recognition; and
- (f) transition arrangements: the policy explains the operation of transitional periods up to the 2024 deadline, including binding intermediate targets in 2022 and informative targets in 2023, also stating

that transitional arrangements must be bank-specific (since they depend on the MREL tailored to that bank and its resolution plan, and the bank's progress to date in raising MREL-eligible liabilities).

Such “*Minimum Requirements for Own Funds and Eligible Liabilities (MREL) Policy under the Banking Package*” is periodically reviewed and updated by the SRB to keep it aligned and consistent with the regulatory changes and developments brought about at an European level.

On 13 June 2023, EBA published its Guidelines addressed to institutions and resolution authorities on resolvability testing. The Guidelines aim to set-out a framework to ensure that resolvability capabilities developed to comply with the resolvability and transferability Guidelines are fit for the purpose and effectively maintained. In particular, the Guidelines aimed to promote the involvement of firms into the resolvability assessment process and increase their ownership of resolvability. As such, as a starting point, the Guidelines require institutions to submit a resolvability self-assessment at least every two years to set out how they meet the resolvability and transferability capabilities and how they have gained assurance of their adequacy. The first self-assessment is expected by year-end 2024. On the basis of this self-assessment, the Guidelines require authorities to develop testing programme to gain assurance of firms' resolvability, covering three years, so as to provide banks with sufficient visibility. The multi-annual testing programme is expected by year-end 2025. Finally, for most complex banks, the Guideline require the most complex banks to develop a master playbook to ensure a holistic approach to resolution planning. The first master playbook should be submitted by year-end 2025.

On 24 April 2024, Directive (EU) 2024/1174 of the European Parliament and Council of 11 April 2024, amending Directive 2014/59/EU and Regulation (EU) 2014/806 as regards certain aspects of the minimum requirements for own funds and eligible liabilities was published in the European Official Journal (the “**Daisy Chain Act**”). Whilst the amendments to Article 12d of the SRM Regulation are directly applicable to Member States from 14 November 2024, Member States shall adopt and publish the measures necessary to comply with changes brought by the provisions laid down by the BRRD by 13 November 2024. The relevant implementing national acts and regulations shall apply from 14 November 2024. On 22 November 2024, Wise Dialog Bank S.p.A. received from the Bank of Italy a communication stating that as of 14 November 2024 the MREL decision previously notified was no longer applicable.

Among the others, the new rules of the Daisy Chain Act aim to give the resolution authorities the power of setting internal MREL on a consolidated basis subject to certain conditions. Where the resolution authority allows a bank or a banking group to apply such consolidated treatment, the intermediate subsidiaries will not be obliged to deduct their individual holdings of internal MREL.

Moreover, the Daisy Chain Act would introduce a specific MREL treatment for “liquidated entities”. Those are defined as entities within a banking group earmarked for winding-up in accordance with insolvency laws, which would, therefore, not be subject to resolution action (conversion or write-down of MREL instruments). On this basis and as a rule, liquidation entities will not be obliged to comply with a MREL requirement unless the resolution authority decides otherwise on a case-by-case basis for financial stability protection reasons. The own funds of these liquidation entities issued to the intermediate entities will not need to be reduced except when they represent material share of the own funds and eligible liabilities of the intermediate entity.

In addition to this, it is worth mentioning that on 18 April 2023, the European Commission published a legislative proposal on the Crisis Management and Deposits Insurance (“**CMDI Reform**”) framework. The package consists of four legislative proposals that would amend existing EU legislation: the BRRD, the Deposit Guarantee Scheme Directive (“**DGSD**”) and the SRMR. New aspects of the framework could include: i) expanding the scope of resolution through a revision of the public interest assessment to include a regional impact so more eurozone banks could be brought into the resolution framework, ii) the use of deposit guarantee schemes to help banks, especially the small ones, to meet a key threshold for bearing losses of 8% of their own funds and liabilities, which then allows them to have access to the Single Resolution Fund, also funded by bank contributions, and help sell the problem banks' assets and fund their exit from

the market, iii) amending the hierarchy of claims in insolvency and scrapping the "super-preference" of the DGS to put all deposits on equal footing in an insolvency, but still above ordinary unsecured creditors with the aim of enabling the use of DGS funds in measures other than pay out of covered deposits without violating the least cost test. The proposal will need to be agreed by the Member States and the European Parliament, a process whose duration and outcome remains uncertain as at the date of this Base Prospectus.

The Regulatory Treatment of NPLs

On 20 March 2017, the ECB published the “*Guidance to banks on non-performing loans*”, and on 15 March 2018 the “*Addendum to ECB Guidance to banks on non-performing loans*”, both addressed to credit institutions, as defined pursuant to article 4, paragraph 1, of the CRR. These guidance papers are addressed, in general, to all significant institutions subject to direct supervision in the context of the SSM, including their international subsidiaries. The ECB banking supervision identified in the aforementioned guidance a set of practices which are deemed useful to indicate the expectations of ECB in relation to banking supervision. The documents set out measures, processes and best practices which should be integrated in the treatment of NPLs by banks, for which this issue should represent a priority. The ECB expects full adherence by banks to these guidance papers regarding the treatment of NPLs, which is expected to take into account the length of time a loan has been non-performing and the extent and valuation of collateral (if any). In particular, the addendum issued by the ECB on March 2018 provides that, with respect to all the loans that will be qualified as Impaired Loans as from 2018, full coverage is expected for the unsecured portion of the NPL within two years and within seven years for secured portion at the latest.

On 17 April 2019 the European Parliament and the Council has adopted Regulation (EU) 2019/630 which is applicable from 26 April 2019 and introduces common minimum loss coverage levels for newly originated loans that become non-performing. Pursuant to this regulation, where the minimum coverage requirement is not met, the difference between the current coverage level and the requirement should be deducted from a bank’s CET1 capital. Thus, the minimum coverage levels act as a “statutory prudential backstop”. The required coverage increases gradually depending on how long an exposure has been classified as non-performing, being lower during the first years. In order to facilitate a smooth transition towards the new prudential backstop, the new rules should be applied in relation to exposures originated prior to 26 April 2019 and exposures which were originated prior to 26 April 2019 and are modified by the institution in a way that increases the institution’s exposure to the obligor.

Following the adoption of the new regulation on the Pillar 1 treatment of NPEs, on 22 August 2019 the ECB revised its supervisory expectations for prudential provisioning of new NPEs specified in the addendum in order to limit the scope to NPEs arising from loans originated before 26 April 2019, which are not subject to Pillar 1 NPE treatment, and to align the treatment with the Pillar 1 framework with reference to: (i) the relevant prudential provisioning time frames; (ii) the progressive path to full implementation; (iii) the split secured exposures; and (iv) the treatment of NPEs guaranteed/insured by an official export credit agency.

In addition, the European Commission published in December 2020 a new Action plan on tackling NPLs. More in detail, in order to prevent a renewed build-up of NPLs on banks’ balance sheets, the Commission proposed a series of actions with four main goals: (i) further develop secondary markets for distressed assets (in particular call for finalization of the Directive on credit servicers, credit purchasers and the recovery of collateral; establishing a data hub at European level; reviewing EBA templates to be used during the disposal of NPLs); (ii) reform the EU’s corporate insolvency and debt recovery legislation; (iii) support the establishment and cooperation of national asset management companies at EU level; and (iv) introduce precautionary public support measures, where needed, to ensure the continued funding of the real economy under the BRRD. As a result, the European Commission published on 18 October 2022 the Communication on the guidelines for a best-execution process for sales of non-performing loans on secondary markets. The main objectives of such communication are to (i) encourage good sell and buy-side processes for NPL transactions in EU secondary markets and, in particular, (ii) to help sellers and buyers that may have less experience with secondary market transactions throughout the sale process.

In order to achieve (i) a better management of NPLs by increasing the efficiency of debt recovery procedures through the availability of a distinct common accelerated extrajudicial collateral enforcement procedure (AECE); and (ii) the development of secondary markets for NPLs in the EU's markets by harmonizing the regulatory regime for credit servicers and credit purchasers, the European Commission finalized and published on 8 December 2021, in the Official Journal of the European Union, the Directive no. 2021/2167 on credit services and credit purchasers ("**NPLs Directive**"). The NPLs Directive entered into force on the twentieth day following that of its publication in the Official Journal (i.e. 28 December 2021) and had to be implemented by the Member States by 29 December 2023.

The part of the Directive related to the AECE mechanism remains not adopted.

The Securitisation Framework

On 12 December 2017, the European Parliament adopted the Regulation (EU) 2017/2402 ("**EU Securitisation Regulation**") which has applied from 1 January 2019. The EU Securitisation Regulation creates a single set of common rules for European "institutional investors" (as defined in the EU Securitisation Regulation) as regards (i) risk retention, (ii) due diligence, (iii) transparency, and (iv) underwriting criteria for loans to be comprised in securitisation pools. Such common rules replace the relevant existing provisions in CRR, the Regulation (EU) No. 231/2013 (the "**AIFM Regulation**") and the Regulation (EU) No. 25/2015 (the "**Solvency II Regulation**") and introduce similar rules for UCITS management companies as regulated by the UCITS Directive and institutions for occupational retirement provisions falling within the scope of Directive (EU) 2016/2341 or an investment manager or an authorised entity appointed by an institution for occupational retirement provisions pursuant to article 32 of Directive (EU) 2016/2341. Secondly, the EU Securitisation Regulation creates a European framework for simple, transparent and standardised securitisations ("**STS-securitisations**").

On 24 July 2020, as part of the Capital Markets Recovery Package, the European Commission presented amendments to review, *inter alia*, some regulatory constraints in order to facilitate the securitisation of non-performing loans (i.e. increasing the risk sensitivity for NPL securitisations by assigning different risk weights to senior tranche). After the approval by the European Parliament at the end of March, on 6 April 2021, the Regulation (EU) 2021/557, which introduces amendments to the Securitisation Regulation and Regulation (EU) 2021/558, amending Regulation (EU) 2013/575 as regards adjustments to the securitisation framework to support the economy recovery in response to COVID-19 crisis were published on the Official Gazette of the European Union. Both Regulations entered into force on 9 April 2021.

On 14 May 2021, the ECB announced its decision to start ensuring that the banks it directly supervises comply with the requirements for risk retention, transparency and resecuritisation, which are envisaged in Articles 6 to 8 of the EU Securitisation Regulation. The decision follows some clarifications to the recent amendments to the EU Securitisation Regulation. In particular, such changes explicitly provide that risk retention, transparency and ban on resecuritisation requirements are of a prudential nature and, therefore, should be supervised by the competent prudential supervisory authorities. Consequently, such supervision shall be considered an ECB competence. On 1 April 2022, the ECB set out the notification guidelines that significant institutions (as defined in Article 2(16) of Regulation (EU) No 468/2014) acting as originators or sponsors of a securitisation transaction have to follow in order to provide the ECB with information needed for the supervision of compliance with Articles 6 to 8 of the EU Securitisation Regulation. Based on the ECB "*Guideline on the notification of securitisation transactions*" of 21 November 2021, the ECB notification applies to all securitisations: (a) which are in scope of the EU Securitisation Regulation; (b) irrespective of their nature; (c) where the originator or sponsor is a significant institution (as mentioned above); and (d) which are closed after 1 April 2022, or before 1 April 2022 when a significant event pursuant to Article 7, paragraph 1, letter g) of the EU Securitisation Regulation occurs. Such notification shall be made within one month from the closing date and shall contain:

- (i) the main information relating to the transaction (including, among others, the type of securitisation, the closing date, the nominal value of the securitised exposure and of the tranches issued);

- (ii) the information relating to the securities exposures (i.e. the type of exposures, the non-performing exposures and the ramp-up, if any);
- (iii) the information relating to the securitisation positions (including, among others, the legal/expected maturity date, the number of tranches and the information on the risk retention);
- (iv) the confirmation in writing as to the compliance with Articles 6 and 7 of the EU Securitisation Regulation and the relevant delegated regulations; and
- (v) an assessment of the internal procedures and policy set up with the aim to ensure compliance with Articles 6, 7 and 8 of the EU Securitisation Regulation.

However, some legislative measures necessary for the full implementation of the EU Securitisation Regulation regime have not yet been finalised and compliance with certain requirements is subject to the application of transitional provisions. Further amendments are expected to be introduced to the EU Securitisation Regulation regime as a result of its wider review on which, under article 46 of the EU Securitisation Regulation, the European Commission published a report on 10 October 2022 outlining a number of areas where legislative changes may be introduced in due course, which was followed in December 2023 by the consultation of the European Securities and Markets Authority on the possible options for introducing reforms to the EU reporting regime.

3) New accounting principles and the amendment of applicable accounting principles

In July 2021, Reg. EU 2021/1080 was published. The regulation endorses the following documents published by IASB: Amendments to IFRS3 “Reference to the Conceptual Framework”; Amendments to IAS 16 “Property, Plant and Equipment - Proceeds before Intended Use”; Amendments to IAS 37 “Onerous Contracts - Cost of Fulfilling a Contract”; “Annual Improvements 2018-2020”. The amendments are effective as of 1 January 2022. The early adoption is permitted, but not applied by the Group.

In 2023 the following standards came into force:

- IFRS 17 “Insurance Contracts” (Reg EU n. 2036/2021) and Amendments to IFRS17 “Insurance contracts: Initial Application of IFRS 17 and IFRS 9 – Comparative Information” (Reg. EU n. 2022/1491). The Group does not carry out insurance activities or provide insurance services/product under the scope of IFRS 17. The introduction of the new standard assumes exclusively indirect significance since the Group holds equity investments in associates in the capital of the insurance companies AXA MPS Assicurazioni Danni S.p.A. and AXA MPS Assicurazioni Vita S.p.A., consolidated with the synthetic equity method.
- Amendments to IAS 1 “Disclosure of Accounting Policies” and to IFRS Practice Statement 2 “Making Materiality Judgements” and Amendments to IAS 8 “Definition of Accounting Estimates” (Reg. EU n. 2022/357). No significant impacts for the Group were derived from the aforementioned amendments, although it may constitute a useful reference for analyses and for improving financial statement disclosure.
- Amendments to IAS 12 “Deferred Tax related to Assets and Liabilities arising from a Single Transaction” (Reg. EU 2022/1392). The amendment had no impact on the Group.
- Amendments to IAS 12 “Income taxes: International Tax Reform – Pillar Two Model Rules” (Reg. EU 2023/2468). The Group has applied the exception to the recognition and disclosure of deferred tax assets and liabilities relating to Pillar 2 income taxes.

Following amendments apply as of 1 January 2024:

- Amendments to IFRS 16 “Leases: Lease Liability in Sale and Leaseback” (Reg. EU 2023/2579)
- Amendments to IAS 1 “Classification of Liabilities as Current or Non-Current Date” and “Non-current Liabilities with Covenants” (Reg. EU 2023/2822)
- Amendments to IAS 7 “Statement of Cash” and to IFRS 7 “Financial Instruments: Disclosures: Supplier Finance Arrangements” (Reg. EU n 2024/1317)

The aforementioned amendments did not have a significant impact on the Group’s financial position.

On November 2024 Reg. EU 2024/2862 was published. The regulation endorses amendments to IAS 21 “The effects of Changes in Foreign Exchange Rates: Lack of Exchangeability”. The amendments are effective starting from 1 January 2025; early adoption is permitted. The aforementioned changes are not expected to have a significant impact on the Group’s financial position.

The IASB issued the following standards whose applications are subject to completion of the endorsement process by European Union, which is still ongoing: IFRS 18 “Presentation and Disclosure in Financial Statements” (April 2024); IFRS 19 “Subsidiaries without Public Accountability: Disclosures” (May 2024); Amendments to IFRS 9 and IFRS 7 “Amendments to the Classification and Measurement of Financial Instruments” (May 2024); “Annual Improvements Volume 11” (July 2024); Amendments to IFRS9 and to IFRS7 “Contracts Referencing Nature dependent Electricity” (December 2024). The aforementioned changes are not expected to have a significant impact on the Group’s financial position.

For more information regarding the application of these amendments, please refer to the 2024 Consolidated Half-Yearly Report incorporated by reference into this Base Prospectus.

4) Deposit Guarantee Scheme Directive and Single Resolution Fund

With reference to the application of: (i) Directive 2014/49/EU of the European Parliament and of the European Council of 16 April 2014 on deposit guarantee schemes (“**DGS**”); (ii) BRRD; and (iii) Regulation (EU) no. 806/2014 of the European Parliament and the European Council establishing, *inter alia*, the SRF, which as of 1 January 2016 includes at national level, sub-funds to which contributions collected at national level by Member States through their National Resolution Fund (“**NRF**”) are allocated, the Bank is bound to provide the financial resources necessary to finance the DGS and the SRF.

As a consequence of such introduction, the FITD, updated its by-laws through a shareholders resolution on 26 November 2015 anticipating the introduction of the prepayment mechanism (aimed at reaching the aforementioned multi-annual target with the target at 2024).

In this context, the Bank of Italy, in its capacity as national resolution authority, set up the NRF, which collects from banks with registered offices in the Republic of Italy, ordinary and extraordinary contributions, in accordance with the provisions of articles 82 and 83 of Decree 180. Articles 82 and 83 of Decree 180 were repealed by 193 Decree as the NFR had been pooled together with the SRF. The SRF and the NRF may in the future require contributions for an amount that cannot be currently determined.

In February 2024, the SRB announced that the financial means available in the SRF at 31 December 2023 represented Euro 78 billion and therefore reached the target level of at least 1% of covered deposits held in the Member States participating in the SRM. As such, no regular annual contributions were collected in 2024 from the institutions in scope of the SRF, including the Issuer. From 2024 on, the SRB shall then determine the annual contribution be raised from in-scope institutions. Notably, the SRB shall determine, on a yearly basis, whether the available financial means of the SRF have decreased falling below the minimum target level (i.e. at least 1% of the covered deposits of in-scope credit institutions) and thus whether additional contributions to the SRF are thus required to be collected. The 2025 contribution cycle, launched in

November 2024, ended on 10 January 2025 but no formal decision or guidance has been adopted so far by the SRB in this respect.

Life Insurance Guarantee Fund

Law No. 213 of 30 December 2023 established the “Life Insurance Guarantee Fund” to which Italian insurance companies and branches of non-EU insurance companies adhere. The Fund has a financial budget constituted by the contributions of its members, which must be proportionate to its liabilities and in any case at least equal to 0.4% (the so-called “target level”) of the amount of the life insurance technical reserves of the members companies. This target level must be progressively reached by 31 December 2035. With regard to the contribution to be paid by insurance intermediaries, the contributions will be determined in relation to the total volume of life insurance products distributed and the related revenues, on the understanding that the contribution imposed on them will not exceed one fifth of the annual contribution. However, the contributions payable by intermediaries registered in Section D of the Register of Insurance, Reinsurance and Ancillary Insurance Intermediaries (RUI), governed by Legislative Decree No. 209/2005 (Code of Private Insurance) and by IVASS Regulation No. 40/2018, which includes banks, shall be equal, upon first application, to 0.1 per thousand of the amount of intermediated life insurance technical reserves. These contributions are also considered to be similar to a tax from an accounting point of view, and the date of commencement of the “binding fact” for 2024 has been set at November 2024, when the members have been identified as persons admitted to the Fund’s General Meeting.

Voluntary scheme

For the purpose of overcoming the negative position taken by the European Commission in respect of the use of mandatory contributions to support interventions in favour of banks in crisis, at the end of 2015, in the context of the FITD, the voluntary scheme was established as an additional tool not subject to the restrictions of the EU regime and of the European Commission. The voluntary scheme provides for a maximum amount of Euro 795 million to be used to support interventions in favour of small banks in difficulty and subject to extraordinary administration procedure, in case of concrete recovery perspectives and for the purpose of avoiding higher burdens for the banking system consequent to liquidation or resolution interventions. Such resources are not immediately paid by adhering banks, which simply undertake to disburse them upon request on occasion of specific interventions, up to such maximum amount. The Group adhered to the voluntary scheme and accordingly committed its share of the maximum amount.

From 2016 to first half of 2022, the Voluntary Scheme intervened in favour of some banks, in particular Cassa di Risparmio di Cesena, Cassa di Risparmio di Rimini, Cassa di Risparmio di San Miniato, Banca Carige, Banca Popolare di Bari and AIGIS Banca.

On 14 February 2022, the FITD accepted the purchase offer received from the BPER Group for 80% of the shares in Banca Carige held by the FITD, offering Euro 1 as consideration and requesting the Fund to recapitalise the Ligurian bank for Euro 530 million. On 3 June 2022, the sale transaction in favour of BPER was completed, also involving the purchase by the latter of the subordinated bonds issued by Banca Carige and held by the Voluntary Fund for a nominal amount of Euro 5 million.

In light of the above, during the third quarter of 2022 the Bank closed the investments held indirectly in Banca Carige and other financial instruments through the FITD Voluntary Fund.

Taxation

Tax legislation, including in the country where the investor is domiciled or tax resident and in the Issuer's country of incorporation, may have an impact on the income that an investor receives from the Notes.

Republic of Italy

The statements herein regarding taxation are based on the laws in force in Italy as of the date of this Base Prospectus and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis.

The following overview does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe for, purchase, own or dispose of the 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. Prospective purchasers of the Notes are advised to consult their own tax advisers concerning the overall tax consequences of their ownership of the Notes.

Tax treatment of 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 of interest, premium and other income (including the difference between the redemption amount and the issue price) from notes falling within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) issued, *inter alia*, by Italian banks. For this purpose, bonds and debentures similar to bonds are securities that incorporate an unconditional obligation to pay, at redemption, an amount not lower than their nominal value and which do not grant the holder any direct or indirect right of participation to (or of control of) 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 complying with EU and Italian regulatory principles, issued by, *inter alia*, Italian banks (other than shares and assimilated instruments), as set out by Article 2, paragraph 22, of Law Decree No. 138 of 13 August 2011, as converted with amendments by Law No. 148 of 14 September 2011 and as further amended and clarified by Law No. 147 of 27 December 2013, and by Article 9 of Law Decree No. 34 of 30 April 2019 converted into Law No. 58 of 28 June 2019.

Italian resident Noteholders

Where an Italian resident Noteholder is (a) an individual not engaged in an entrepreneurial activity to which the Notes are connected (unless he has opted for the application of the *risparmio gestito* regime – see under "*Capital gains tax*" below); (b) a non-commercial partnership (with the exception of general partnership, limited partnership and similar entities); (c) a non-commercial private or public institution; or (d) an investor exempt from Italian corporate income taxation, interest, premium and other income relating to the Notes, are subject to a final withholding 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.

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 may be exempt from any income taxation, including the *imposta sostitutiva*, on interest, premium and other income relating to the Notes if the Notes are included in a long-term individual savings account (*piano di risparmio a lungo termine*) that meets the requirements from time to time applicable as set forth by Italian law.

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 with an authorised intermediary, interest, premium and other income from the Notes will not be subject to *imposta sostitutiva*, but must be included in the relevant Noteholder's income tax return and are therefore subject to general Italian corporate taxation (and, in certain circumstances, depending on the "status" of the Noteholder, also to the regional tax on productive activities ("**IRAP**")).

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**"), Law Decree No. 78 of 31 May 2010, converted into Law No. 122 of 30 July 2010 and Legislative Decree No. 44 of 4 March 2014, all as amended, payments of interest, premiums or other proceeds in respect of the Notes deposited with an authorised intermediary made to Italian resident real estate investment funds and Italian real estate SICAFs established pursuant to Article 37 of the Consolidated Finance Act or pursuant to Article 14-*bis* of Law No. 86 of 25 January 1994 ("**Real Estate Funds**"), are subject neither to *imposta sostitutiva* nor to any other income tax in the hands of a Real Estate Fund, but subsequent distributions made in favor 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 Fund is subject to taxation in the hands of the unitholder or shareholder regardless of distribution.

If the investor is resident in Italy and is an open-ended or closed-ended investment fund, a SICAF (an investment company with fixed capital other than a real estate SICAFs) or a SICAV (an investment company with variable capital) established in Italy (the "**Fund**") and either (i) the Fund or (ii) its manager is subject to the supervision of a regulatory authority, and the relevant Notes are held by an authorised intermediary, interest, premium and other income accrued during the holding period on such Notes will not be subject to *imposta sostitutiva*, but must be included in the management results of the Fund. The Fund will not be subject to taxation on such results but a withholding tax of 26 per cent. will apply, in certain circumstances, to distributions made in favor of unitholders or shareholders (the "**Collective Investment Fund Tax**").

Where an Italian resident Noteholder is a pension fund (subject to the regime provided for by article 17 of the Legislative Decree No. 252 of 5 December 2005) (the "**Pension Fund**") and the Notes are deposited with an authorised intermediary, interest, premium and other income relating to the Notes and accrued during the holding period will not be subject to *imposta sostitutiva*, but must be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to a 20 per cent. substitute tax (the "**Pension Fund Tax**"). Subject to certain conditions, Interest in respect of the Notes may be excluded from the taxable base of the Pension Fund Tax pursuant to Article 1, paragraph 92, of Finance Act 2017 if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements from time to time applicable as set forth by Italian law.

Pursuant to Decree 239, *imposta sostitutiva* is applied by banks, *società di intermediazione mobiliare* ("**SIMs**"), fiduciary 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 (i) (a) be resident in Italy or (b) be a permanent establishment in Italy of a non-Italian resident financial intermediary or (c) be an entity or a company not resident in Italy, acting through a system of centralised administration of notes and directly connected with the Department of Revenue of the Italian Ministry of Finance having appointed an Italian representative for the purposes of Decree No. 239; and (ii) intervene, in any way, in the collection of interest or 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 with 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 (or by the Issuer should the interest be paid directly by this latter).

If interest, premium and other income on the Notes are not collected through an Intermediary or any entity paying interest and as such no *imposta sostitutiva* is levied, the Italian resident beneficial owners listed above will be required to include interest, premium and other income in their yearly income tax return and subject them to a final substitute tax at a rate of 26 per cent.

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 as listed in the Italian Ministerial Decree of 4 September 1996, as amended by Ministerial Decree of 23 March 2017 and possibly further amended by future decrees issued pursuant to Article 11(4)(c) of Decree 239 (as amended by Legislative Decree No.147 of 14 September 2015) (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) an institutional investor which is established in a country which is included in the White List, even if it does not possess the status of taxpayer in its own country of establishment (certain types of institutional investors are deemed to be beneficial owners by operation of law).

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) to interest, premium and other income paid to Noteholders who are resident, for tax purposes, in countries not included in the White List.

In order to ensure gross payment, non-Italian resident Noteholders without a permanent establishment in Italy to which the Notes are effectively connected must (a) be the beneficial owners of the payments of interest, premium or other income; (b) deposit, directly or indirectly, the Notes with a resident bank or SIM or a permanent establishment in Italy of a non-Italian resident bank or SIM or with a non-Italian resident entity or company participating in a centralised securities management system which is in contact, via computer, with the Ministry of Economy and Finance and (c) file with the relevant depository, prior to or concurrently with the deposit of the Notes, a statement of the relevant Noteholder, which remains valid until withdrawn or revoked, in which the Noteholder declares 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.

Additional statements may be required for non-Italian resident Noteholders who are institutional investors.

Failure of a non-Italian resident holder of the Notes to comply in due time with the procedures set forth in Decree 239 and in the relevant implementing rules will result in the application of *imposta sostitutiva* on interests payments to such non resident holder of the Notes.

Non-Italian resident holders of the Notes who are subject to *imposta sostitutiva* may, nevertheless, be eligible for a total or partial relief under an applicable tax treaty between the Republic of Italy and the country of tax residence of the relevant holder of the Notes, provided all conditions for its application are met.

Atypical securities

Interest payments relating to Notes that are not deemed to fall within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) may be subject to a withholding tax, levied at the rate of 26 per cent.. 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 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 engaged in an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 may be exempt from Italian withholding tax on proceeds received under Notes classifying as atypical securities (i.e. securities not falling within the category of bonds (*obbligazioni*) or debentures similar to bonds (*titoli similari alle obbligazioni*) as above defined), if the Notes are 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.

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, such 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. For non-Italian resident Noteholders, the withholding tax rate may be reduced by any applicable tax treaty.

Capital gains tax

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) or Italian resident individuals engaged in an entrepreneurial activity to which the Notes are connected.

Where an Italian resident Noteholder is (i) an individual holding the Notes not in connection with an entrepreneurial activity, (ii) a non-commercial partnership, (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 limitations and requirements (including a minimum holding period), Italian resident individuals not engaged in an entrepreneurial activity or social security entities pursuant to Legislative Decree No. 509 of 30 June 1994 and Legislative Decree No. 103 of 10 February 1996 may be exempt from 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 from time to time applicable as set forth by Italian law.

In respect of the application of *imposta sostitutiva*, taxpayers may opt for one of the three regimes described below.

Under the tax declaration regime (*regime della dichiarazione*), which is the default regime for 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 Italian resident individual Noteholder holding the Notes not 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 income tax due for such year. Capital losses in excess of capital gains may be carried forward against capital gains realised in any of the four succeeding tax years.

As an alternative to the tax declaration regime, 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 non-Italian resident intermediaries) and (b) an express election for the *risparmio amministrato* regime being timely made in writing by the relevant Noteholder. The depository 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 individuals holding the Notes not in connection with an entrepreneurial activity 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 in the computation of the annual increase in value of the managed assets accrued, even if not realised, at year end, subject to a 26 per cent. substitute tax, to be paid by the managing authorised intermediary. Under the *risparmio gestito* regime, any decrease in value of the managed assets accrued at year end may be carried forward against increase in value of the managed assets accrued in any of the four succeeding tax years. Under the *risparmio gestito* regime, the Noteholder is not required to declare the capital gains realised in the annual tax return.

Any capital gains realised by a Noteholder who is an Italian Real Estate Fund will be subject neither to *imposta sostitutiva* nor to any other income tax at the level of the Real Estate Fund, but subsequent distributions made in favor of unitholders or shareholders will be subject, in certain circumstances, to a withholding tax of 26 per cent..

Any capital gains realised by a Noteholder which is a Fund will not be subject to *imposta sostitutiva*, but will be included in the result of the relevant portfolio. Such result will not be taxed with the Fund, but subsequent distributions in favor of unitholders or shareholders may be subject to the Collective Investment Fund Tax.

Any capital gains realised by a Noteholder who is a Pension Fund will be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to the Pension Fund Tax. Subject to certain conditions (including minimum holding period requirement) and limitations, capital gains on the Notes may be excluded from the taxable base of the Pension Fund Tax if the Notes are 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.

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 traded on regulated markets (and, in certain cases, subject to filing of required documentation) are neither subject to the *imposta sostitutiva* nor to any other Italian income tax (subject to timely filing of required documentation (in particular, a self-declaration stating that the Noteholder is not resident in Italy for tax purposes) with Italian qualified intermediaries (or permanent establishments in Italy of foreign intermediaries) with which the Notes are deposited). The Italian tax authorities have clarified that the notion of multilateral trading facility (“MTF”) under EU Directive 2014/65/CE (so called MiFID II) can be assimilated to that of “regulated market” for income tax purposes; conversely, organized trading facilities (“OTF”) cannot be assimilated to the “regulated market” for Italian income tax purposes.

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 not traded on regulated markets are not subject to the *imposta sostitutiva*, provided that: (i) the Notes are held outside of Italy or (ii) the effective beneficiary: (a) is resident in a country included 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 included in the White List, even if it does not possess the status of taxpayer in its own country of establishment, and a proper documentation is filed (certain types of institutional investors are deemed to be beneficial owners by operation of law). In this case, if the non Italian Noteholders have opted for the *risparmio amministrato* regime or the *risparmio gestito* regime, exemption from Italian capital gains tax will apply upon condition that they file in due course with the authorised financial intermediary an appropriate self-declaration (*autocertificazione*) stating that they meet the requirements indicated above.

If the conditions above are not met, capital gains realised by said non-Italian resident Noteholders from the sale or redemption of Notes not traded on regulated markets and held in Italy are subject to the *imposta sostitutiva* at the current rate of 26 per cent., unless a reduced rate is provided for by an applicable double tax treaty, if any.

In any event, non-Italian resident individuals or entities without a permanent establishment in Italy to which the Notes are connected that may benefit from a double taxation treaty with Italy providing that capital gains realised upon the sale 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 or redemption of the Notes. In this case, if the non-Italian resident Noteholders have opted for the *risparmio amministrato* regime or the *risparmio gestito* regime, exemption from Italian capital gains tax will apply upon the condition that they file in due course with the authorised financial intermediary appropriate documents which include, *inter alia*, a statement issued by the competent tax authorities of the country of residence of the non Italian Noteholders.

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:

- (i) transfers in favour of spouses and direct descendants or direct ancestors are subject to an inheritance and gift tax applied at a rate of 4 per cent. on the value of the inheritance or the gift exceeding Euro 1 million for each beneficiary;
- (ii) transfers in favour of relatives to the fourth degree or relatives-in-law to the third degree are subject to an inheritance and gift tax at a rate of 6 per cent. on the entire value of the inheritance or the gift. Transfers in favour of brothers/sisters are subject to the 6 per cent. inheritance and gift tax on the value of the inheritance or the gift exceeding €100,000 for each beneficiary; and
- (iii) any other transfer is, in principle, subject to an inheritance and gift tax applied at a rate of 8 per cent. on the entire value of the inheritance or the gift.

If the transfer is made in favour of persons with disability recognized under Article 3, paragraph 3, of Law No. 104 of February 5, 1992, the tax is levied at the rate mentioned above in paragraphs (i), (ii) and (iii) on the value exceeding, for each beneficiary, €1,500,000. Under certain conditions the *mortis causa* transfer of financial instruments included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements from time to time applicable as set forth by Italian law are exempt from inheritance taxes.

Transfer tax

Following the repeal of the Italian 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; (ii) private deeds are subject to registration tax only in the case of use (*caso d'uso*) or voluntary registration or explicit reference (*enunciazione*).

Tax Monitoring

According to the Law Decree No. 167 of 28 June 1990, converted with amendments into Law No. 227 of 4 August 1990, as amended from time to time, individuals, non-profit entities and certain partnerships (*società semplici* or similar partnerships in accordance with Article 5 of Presidential Decree No. 917 of 22 December 1986) resident in Italy for tax purposes, under certain conditions, are required to report for tax monitoring purposes in their yearly income tax return the amount of investments (including the Notes) directly or indirectly held abroad. Such obligation is not provided if, *inter alia*, each of the overall value of the foreign investments which are only composed by deposits and/or bank accounts when their aggregate value never exceeds a Euro 15,000 threshold throughout the year.

The requirement applies also where the persons above, being not the direct holders of the financial instruments, are the actual owners ("*titolari effettivi*") of the financial instruments in accordance with Article 1(2)(pp) and Article 20 of the Decree No. 231 of 21 November 2007.

Furthermore, the above reporting requirement is not required to comply with respect to Notes deposited for management or administration with qualified Italian financial intermediaries, with respect to contracts entered into through their intervention, upon condition that the items of income derived from the Notes have been subject to tax by the same intermediaries.

Stamp duty

Pursuant to Article 19(1) of Decree No. 201 of 6 December 2011 ("**Decree 201**"), 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 therewith. The stamp duty applies at a rate of 0.2 per cent. (and cannot exceed €14,000, for taxpayers other than individuals). This stamp duty is determined on the basis of the market value or – if no market value figure is available – the nominal value or redemption amount of the Notes held.

Based on the wording of the law and the implementing decree issued by the Italian Ministry of Economy on 24 May 2012, the stamp duty applies to any investor who is a client (as defined in the regulations issued by the Bank of Italy on 20 June 2012 as subsequently amended) of an entity that exercises in any form a banking, financial or insurance activity within the Italian territory.

Wealth Tax on securities deposited abroad

Pursuant to Article 19(18 and 18-*bis*) of Decree 201, Italian resident individuals, Italian non-commercial private or public institutions or Italian non-commercial partnership holding the Notes outside the Italian territory are required to pay an additional wealth tax at a rate of 0.20 per cent. ("**IVAFE**"). For taxpayers other than individuals, IVAFE cannot exceed Euro 14,000 per year.

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 of such financial assets held outside the Italian territory. Taxpayers are entitled to an Italian tax credit equivalent to the amount of wealth taxes, if any, paid in the State where the financial assets are held (up to an amount equal to the Italian wealth tax due).

Financial assets (including the Notes) held abroad are excluded from the scope of IVAFE if they are administered by Italian financial intermediaries pursuant to an administration agreement and the items of income derived from the such instruments have been subject to tax by the same intermediaries. In this case, the above mentioned stamp duty provided for by Article 19(1) of Decree 201 does apply.

Pursuant to Article 1, par. 91, lett. b), of law 30 December 2023, IVAFE has been established at a rate of 0.40 per cent, as 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.

Luxembourg Taxation

The following overview is of a general nature 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.

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.

The proposed European Union financial transactions tax (FTT)

On 14 February 2014, the European Commission published a proposal (the “**Commission’s Proposal**”) for a Directive for a common EU FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the “**participating Member States**”). However, Estonia has since stated that it will not participate.

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in the Notes (including secondary market transactions) in certain circumstances.

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

However, the FTT proposal remains subject to negotiation between participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU Member States may decide to participate.

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

Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a "**foreign financial institution**" (as defined by FATCA) may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting or related requirements. 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. 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 Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, such withholding would not apply prior to the date that is 2 years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register, and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are published generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date. However, if additional Notes (as described under Condition 14 (*Further Issues*) of the Terms and Conditions for the Notes in Global Form and under Condition 12 (*Further Issues*) of the Terms and Conditions for the Dematerialised Notes) that are not distinguishable from previously issued Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in Notes.

Subscription and sale

The Dealers have, in a Programme Agreement (such Programme Agreement as modified and/or supplemented and/or restated from time to time, the “**Programme Agreement**”) dated 11 March 2025, 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 “*Terms and Conditions for the Notes in Global Form*” and “*Terms and Conditions for the Dematerialised Notes*”. The Programme Agreement provides that the obligations of the Dealers to subscribe for Notes may be subject to certain conditions precedent, including (among other things) receipt of legal opinions from counsel. In the Programme Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment 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 with any securities regulatory authority of any state or other jurisdiction of the United States, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act) except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

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 U.S. Internal Revenue Code of 1986 and Treasury regulations promulgated thereunder. The Form of Final Terms (or Pricing Supplement, in the case of Exempt Notes) will identify whether TEFRA C rules or TEFRA D rules apply or whether TEFRA is 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 will not offer, sell or deliver Notes (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the Issue Date (the “**Resale Restriction Termination Date**”) 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 prior to the Resale Restriction Termination Date 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.

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, or in a transaction not subject to, the registration requirements under the Securities Act.

Prohibition of sales to EEA Retail Investors

Unless the Final Terms in respect of any Notes (or Pricing Supplement, in the case of Exempt 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 the Base Prospectus as completed by the

Final Terms (or Pricing Supplement, as the case may be) in relation thereto to any retail investor in the EEA. For the purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
 - (ii) a customer within the meaning of 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 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 for the Notes.

If the Final Terms in respect of any Notes (or Pricing Supplement, in the case of Exempt Notes) specifies “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, in relation to each Member State of the EEA, 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 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 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, the expression an “**offer of Notes to the public**” in relation to any Notes in any Member State means the communication to persons in any form and by any means, presenting sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes

Prohibition of sales to UK Retail Investors

Unless the Final Terms in respect of any Notes (or Pricing Supplement, in the case of Exempt 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 this Base Prospectus as completed by the Final Terms (or Pricing Supplement, as the case may be) in relation thereto to any retail investor in the UK. For the purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of the following:

- (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or
 - (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of UK MiFIR; or
 - (iii) not a qualified investor as defined in Article 2 of the UK 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 for the Notes.

If the Final Terms in respect of any Notes (or Pricing Supplement, in the case of Exempt 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 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 UK except that it may make an offer of such Notes to the public in the UK:

- (a) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation) in the UK 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,

provided that no such offer of Notes referred to in paragraphs (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision, the expression “**an offer of Notes to the public**” in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes; and

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:

- (i) in relation to any Notes which have a maturity of less than one year, (a) 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 (b) 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;
- (ii) 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

- (iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the UK.

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 with the Commissione Nazionale per le Società e la Borsa (“**CONSOB**”) 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:

- (i) to qualified investors (*investitori qualificati*), as defined pursuant to Article 2 of the Prospectus Regulation and any application provision of the Legislative Decree No. 58 of 24 February 1998, as amended (the “**Financial Services Act**”) and Italian CONSOB regulations; or
- (ii) in any 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 paragraph (i) or (ii) above must:

- (i) 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), the Italian Consolidated Banking Act and any other applicable laws and regulations; and
- (ii) 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. 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 Monetary Authority of Singapore. Accordingly, 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 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.

The Final Terms in respect of any Notes may include a legend entitled "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 pursuant to Section 309B(1) of the SFA; however, unless otherwise stated in the applicable Final Terms, all Notes shall be prescribed capital markets products (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in the 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.

Switzerland

The Notes may not be publicly offered, directly or indirectly, in Switzerland within the meaning of the Swiss Financial Services Act (“**FinSA**”) and no application has or will be made to admit the Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this Base Prospectus nor any other offering or marketing material relating to the Notes constitutes a prospectus pursuant to the FinSA, and neither this Base Prospectus nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

General

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will comply, to the best of its knowledge and belief, 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 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 none of the Issuer nor any of the other Dealers shall have any responsibility therefor.

None of the Issuer and any of 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 any such sale.

General information

Authorisation

The establishment of the Programme was duly authorised by a resolution of the Board of Directors of BMPS dated 18 November 1999 and the update of the Programme and the issue of the Notes have been duly authorised by resolution of the Board of Directors of the Bank held on 12 December 2024.

Listing and admission to trading of Notes

Application has been made to the Luxembourg Stock Exchange for Notes (other than Exempt Notes) issued under the Programme to be admitted to trading on the Regulated Market on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List of the Luxembourg Stock Exchange. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of the MiFID II.

Notes may also be issued pursuant to the Programme which are admitted to listing, trading and/or quotation by such competent authority, stock exchange and/or quotation system as the Issuer and the relevant Dealer(s) may agree or which are not admitted to listing, trading and/or quotation by any competent authority, stock exchange and/or quotation system. The CSSF may at the request of the Issuer, send to the competent authority of another Member State (i) a copy of this Base Prospectus; and (ii) an Attestation Certificate. At the date hereof, the Issuer has requested the CSSF to send an Attestation Certificate and copy of this Base Prospectus to Consob in its capacity as competent authority in Italy.

Documents Available

For the period of 10 years following the date of publication of this Base Prospectus, copies of the following documents will, when published, be available free of charge for inspection or collection during normal business hours at the specified office of the Issuer and each Paying Agent or Paying Agent for the Dematerialised Notes or may be provided by email to a Noteholder following their prior written request to the relevant Paying Agent or Paying Agent for the Dematerialised Notes and provision of proof of holding and identity (in a form satisfactory to the relevant Paying Agent, as the case may be):

- (i) the constitutional documents (with an English translation thereof) of BMPS;
- (ii) the forms of the Global Notes, the Notes in definitive form, the Receipts, the Coupons and the Talons;
- (iii) a copy of this Base Prospectus; and
- (iv) any future base prospectuses, prospectuses, information memoranda and supplements, Final Terms and Pricing Supplements (in the case of Exempt Notes) (save that Pricing Supplements will only be available for inspection or collection by, or delivered via email to, a holder of such Note at all reasonable times during normal business hours and such holder must produce evidence satisfactory to the Issuer or the relevant Paying Agent or the Paying Agent for the Dematerialised Notes, as applicable, as to its holding of Notes and identity) to this Base Prospectus and any other documents incorporated herein or therein by reference.

In addition, copies of the following documents will, when published, be available free of charge from the Issuer's website as specified below:

- (i) the constitutional documents of BMPS (available at <https://www.gruppomps.it/en/>);
- (ii) this Base Prospectus (available at <https://www.gruppomps.it/investor-relations/programmi-di-emissione-e-prospetti/emtn-programme.html>);

- (iii) any future base prospectuses, prospectuses, information memoranda and supplements, Final Terms to this Base Prospectus and any other documents incorporated herein or therein by reference (available at <https://www.gruppomps.it/en/>); and
- (iv) the ESG Framework.

Clearing Systems

The Notes in Global Form 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 Form of Final Terms (or Pricing Supplement, in the case of Exempt Notes). If the Notes in Global Form are to clear through an additional or alternative clearing system the appropriate information will be specified in the Form of Final Terms or Pricing Supplement.

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 JF 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 applicable 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.

Condition for determining price

The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer at the time of issue in accordance with prevailing market conditions.

Significant Change or Material Adverse Change

Save as disclosed in the section “*Risk Factors*” section under paragraph “*Risks related to the impact of current uncertainties in the macroeconomic, financial and political environment on the performance of the Issuer and the Group*”, since 30 June 2024 there has been no significant change in the financial performance or position of the Issuer and/or the Group and since 31 December 2023 there has been no material adverse change in the prospects of the Issuer and/or the Group.

Litigation

Save as disclosed in the “*Banca Monte dei Paschi di Siena S.p.A.*” section, paragraph 10 (“*Legal Proceedings*”), neither BMPS 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 BMPS 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 BMPS or the Group.

Auditors

On 11 April 2019, the Issuer’s shareholders meeting appointed PricewaterhouseCoopers S.p.A., independent registered public accounting firm as auditor for the financial years 2020-2028.

PricewaterhouseCoopers S.p.A., independent registered public accounting firm, authorized and regulated by the MEF and registered on the special register of auditing firms held by the MEF and a member of Assirevi Associazione Italiana Revisori Contabili, the Italian Auditors Association, has audited the Issuer's consolidated financial statements, without qualification, in accordance with IFRS, for the financial year ended on 31 December 2023 and 31 December 2022.

Dealers Transacting with the Issuer

Certain of the Dealers and their affiliates, including parent companies, have engaged, and may in the future engage, in lending, advisory, corporate finance services, investment banking and/or commercial banking transactions (including the provision of loan facilities) and other related transactions with, and may perform services for the Issuer and its affiliates in the ordinary course of business and/or for companies involved directly or indirectly in the sector in which the Issuer and/or its affiliates operate, and for which such Dealers have received or may receive customary fees, commissions, reimbursement of expenses and indemnification. Certain of the Dealers may also have positions, deals or make markets in the Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities. They have received, or may in the future receive, customary fees and commissions for these transactions.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates. The Dealers and/or their affiliates may receive allocations of the Notes (subject to customary closing conditions), which could affect future trading of the Notes. If any of the Dealers or their affiliates has a lending relationship with the Issuer, certain of the Dealers or their affiliates routinely or may hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

THE ISSUER AND PAYING AGENT FOR THE DEMATERIALISED NOTES

Banca Monte dei Paschi di Siena S.p.A.

Piazza Salimbeni 3
53100 Siena
Italy

ISSUING AND PRINCIPAL PAYING AGENT

Citibank, N.A., London Branch

Citigroup Centre
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Canary Wharf
London E14 5LB
United Kingdom

PAYING AGENT

Banque Internationale à Luxembourg, société anonyme

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L-2953 Luxembourg
Luxembourg

LEGAL ADVISERS

*To Banca Monte dei Paschi di Siena S.p.A.
as to Italian and English law*

Dentons Europe Studio Legale Tributario

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00187 Rome
Italy

To the Dealers as to English and Italian law

Allen Overy Shearman Sterling Studio Legale Associato

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00186 Rome
Italy

INDEPENDENT AUDITORS

To Banca Monte dei Paschi di Siena S.p.A.

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Italy

DEALERS

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Piazza Salimbeni 3
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60313 Frankfurt am Main
Germany

J.P. Morgan SE

Taunustor 1 (TaunusTurm)
60310 Frankfurt am Main
Germany

Jefferies GmbH

Bockenheimer Landstraße 24
60323 Frankfurt am Main
Germany

NatWest Markets N.V.

Claude Debussylaan 94
Amsterdam 1082MD
Netherlands

UBS Europe SE

Bockenheimer Landstraße 2-4
60306 Frankfurt am Main
Germany

LUXEMBOURG LISTING AGENT

Banque Internationale à Luxembourg, société anonyme

69 route d'Esch
L-2953 Luxembourg
Luxembourg

