BASE PROSPECTUS

BANCA MEDIOLANUM S.p.A.
(*incorporated as joint stock company (società per azioni) in the Republic of Italy*)

€1,000,000,000
Euro Medium Term Note Programme

Under this Euro Medium Term Note Programme (the **Programme**), Banca Mediolanum S.p.A. (the **Issuer** or **Banca Mediolanum**) may from time to time issue notes in dematerialised form governed by Italian Law (the **Notes**) and 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 €1,000,000,000 (or its equivalent in other currencies calculated as described in the Programme Agreement described herein), subject to increase as described herein.

The Notes may be issued on a continuing basis to Mediobanca – Banca di Credito Finanziario S.p.A. and any additional dealer appointed under the Programme from time to time by the Issuer (each a **Dealer** and together the **Dealers**), which appointment may be for a specific issue or on an ongoing basis. References in this base prospectus (the **Base Prospectus**) to the **relevant Dealer** shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe for such 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 in Luxembourg under Regulation (EU) 2017/1129 (the **Prospectus Regulation**). The CSSF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the CSSF should not be considered as an endorsement of the Issuer or of the quality of the Notes. Investors should make their own assessment as to the suitability of investing in the Notes. The CSSF is also requested to provide the competent authority in the Republic of Italy, the *Commissione Nazionale per la Società e la Borsa* (**CONSOB**), with a certificate of such approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Regulation (the **Notification**). The Issuer may request the CSSF to provide competent authorities in additional host Member States within the European Economic Area with a Notification.

The CSSF assumes no responsibility for the economic and financial soundness of the transactions contemplated by this Base Prospectus or the quality or solvency of the Issuer in accordance with the provisions of Article 6(4) of the Luxembourg law on prospectuses for securities of 16 July 2019. 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**) (as sole listing venue or in addition to any other listing venue for the Notes).

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**). 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 (including stock exchanges in the Republic of Italy and/or in other Member States within the European Economic Area, each as sole listing venue or in addition to any other listing venue for the Notes) as may be agreed between the Issuer and the relevant Dealer. The MOT is also a regulated market for the purposes of the MiFID II. The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market.

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 (the EEA). The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid. The validity of this Base Prospectus ends upon expiration on 8 October 2026.

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. The CSSF has neither approved nor reviewed information contained in this Base Prospectus in connection with 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 (as defined under the "*Terms and Conditions of the 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 the 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*). 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 and/or quotation, as the case may be, on such other or further stock exchanges or markets as may be agreed between the Issuer and the relevant Dealer. The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**) or any securities laws of any State or other jurisdiction of the United States and may not be offered or sold in the United States or to, or for the account or the benefit of, U.S. persons as defined in Regulation S under the Securities Act except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and the applicable securities laws of any State or other jurisdiction of the United States.

The Issuer has been rated "BBB+" (long-term issuer default rating), "F2" (short-term issuer default rating) by Fitch Ratings Ireland Limited (*Sede secondaria Italiana*) (**Fitch**), and "BBB+" (long-term issuer credit rating) and "A-2" (short-term issuer credit rating) by S&P Global Ratings Europe Limited (**S&P**).

Each of Fitch and S&P is established in the EEA and is registered under the Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**). As such, each of Fitch and S&P is 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.

Each of Fitch and S&P is not established in the United Kingdom but it is part of a group in respect of which one of its undertakings is (i) established in the United Kingdom (**UK**), and (ii) has made an advance application to be registered in accordance with the Regulation (EC) No. 1060/2009, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (**UK CRA Regulation**). The Issuer ratings have been issued by each of Fitch and S&P in accordance with the CRA Regulation before the end of the transition period and have not been withdrawn. As such, the ratings issued by each of Fitch and S&P may be used for regulatory purposes in the United Kingdom in accordance with the UK CRA Regulation.

Notes issued under the Programme may be rated or unrated by one or more of the rating agencies. Where a Tranche of Notes is rated, such rating will be disclosed in the Final Terms (or Pricing Supplement, in the case of Exempt Notes) and will not necessarily be the same as the rating assigned to the Programme by the relevant rating agency. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Whether or not a rating in relation to any Tranche of Notes will be (1) treated as having been issued or endorsed by a credit rating agency established in the EEA and registered under the CRA Regulation or by a credit rating agency which is certified under the CRA Regulation and/or (2) issued or endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation or by a credit rating agency which is certified under the UK CRA Regulation will be disclosed in the relevant Final Terms. In general, European regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued or endorsed by a credit rating agency established in the EEA and registered under the CRA Regulation (and such registration has not been withdrawn or suspended) (or is endorsed and published or distributed by subscription by such a credit rating agency in accordance with the CRA Regulation) unless (1) the rating is provided by a credit rating agency not established in the EEA but endorsed by a credit rating agency established in the EEA and registered under the CRA Regulation or (2) the rating is provided by a credit rating agency not established in the EEA which is certified under the CRA Regulation. In general, UK regulated investors are restricted from using a rating for regulatory purposes if such rating is not issued or endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation or (1) the rating is provided by a credit rating agency not established in the UK but is endorsed by a credit rating agency established in the UK and registered under the UK CRA Regulation or (2) the rating is provided by a credit rating agency not established in the UK which is certified under the UK CRA Regulation. ESMA is obliged to maintain on its website a list of credit rating agencies registered and certified in accordance with the CRA Regulation.

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

Arranger and Dealer

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

The date of this Base Prospectus is 8 October 2025.

IMPORTANT INFORMATION

This Base Prospectus comprises a base prospectus in respect of all Notes other than Exempt Notes issued under the Programme for the purposes of Article 8 of the Prospectus Regulation. When used in this Base Prospectus, Prospectus Regulation means Regulation (EU) 2017/1129, as amended and UK Prospectus Regulation means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (EUWA). The Issuer accepts responsibility for the information contained in this Base Prospectus and the Final Terms for each Tranche of Notes issued under the Programme. To the best of the knowledge of the Issuer (having taken all reasonable care to ensure that such is the case) the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Base Prospectus is to be read in conjunction with all information which is deemed to be incorporated in it by reference (see "*Documents Incorporated by Reference*"). This Base Prospectus shall be read and construed on the basis that such information is incorporated in and forms part of this Base Prospectus.

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

The Dealers have not independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made 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.

Notes issued as Green Bonds, Social Bonds or Sustainability Bonds – None of the Arranger, Dealers, nor any of their respective affiliates accepts any responsibility for any environmental or sustainability assessment of any Notes issued as Green Bonds, Social Bonds or Sustainability Bonds or makes any representation or warranty or gives any assurance as to whether such Notes will meet any investor expectations or requirements regarding such "green", "social", "sustainability" or similar labels. None of the Arranger, Dealers, nor any of their respective affiliates have undertaken, nor are they responsible for, any assessment of the the Green, Social and Sustainability Bond Framework or the Eligible Green Assets, Eligible Social Assets and Eligible Sustainable Assets, any verification of whether the Eligible Green Assets, Eligible Social Assets and Eligible Sustainable Assets meet any eligibility criteria set out in the Green, Social and Sustainability Bond Framework nor are they responsible for the use of proceeds (or amounts equal thereto) for any Notes issued as Green Bonds, Social Bonds or Sustainability Bonds, nor the impact or monitoring of such use of proceeds or the allocation of the proceeds to particular Eligible Green Assets, Eligible Social Assets and Eligible Sustainable Assets. The Green, Social and Sustainability Bond Framework, the Second Party Opinion and any public reporting by or on behalf of the Issuer in respect of the application of proceeds will be available on the Issuer's website at https://www.bancamediolanum.it/corporate/investors/fixed-income but, for the avoidance of doubt, will not be incorporated by reference into this Base Prospectus. None of the Arranger, Dealers, nor any of their respective affiliates make any representation as to the suitability or content of such materials.

Third Party Information – Certain information and statistics presented in this Base Prospectus regarding markets and market share of the Issuer or the Banca Mediolanum Group are either

derived from, or are based on, internal data or publicly available data from external sources. In respect of information in this Base Prospectus that has been extracted from a third party, the Issuer confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading. Although the Issuer believes that the external sources used are reliable, the Issuer has not independently verified the information provided by such sources. 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 document entered into in relation to the Programme or any information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Dealers.

Neither this Base Prospectus nor any other information supplied in connection with the Programme or any Notes (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by the Issuer or any of the Dealers 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. Neither this Base Prospectus nor any other information supplied in connection with the Programme or the issue of any Notes constitutes an offer or invitation by or on behalf of the Issuer or any of the Dealers 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 in it concerning the Issuer is correct at any time subsequent to its date 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 Notes issued under the Programme of any information coming to their attention.

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 Directive 2014/65/EU (as amended, **MiFID II**) or; (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Regulation (EU) 2017/1129, as amended (the **Prospectus Regulation**). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended or superseded, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

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

European Union (Withdrawal) Act 2018 (**EUWA**); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the **FSMA**) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK 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) will include a legend entitled "*UK MIFIR product governance*" which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturer's target market assessment; however, a distributor subject to UK MiFIR product governance rules set out in the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

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

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

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Base Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer and the Dealers do not represent that this Base Prospectus may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer or the Dealers which is intended to permit a public offering of

any Notes or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Notes may come must inform themselves about, and observe, any such restrictions on the distribution of this Base Prospectus and the offering and sale of Notes. In particular, there are restrictions on the distribution of this Base Prospectus and the offer or sale of Notes in the United States, the EEA (including Italy, France and Belgium), the United Kingdom, Switzerland and Japan, see "*Subscription and Sale*".

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

Presentation of Financial Information

Unless otherwise indicated, the financial information in this Base Prospectus relating to the Issuer has been derived from the audited consolidated financial statements of the Issuer for the financial years ended, respectively, 31 December 2023 and 31 December 2024 and from the unaudited condensed consolidated half-year financial statements of the Issuer as at and for the six months ended on 30 June 2025 (together, the **Financial Statements**).

The Issuer's financial year ends on 31 December, and references in this Base Prospectus to any specific year are to the 12-month period ended on 31 December of such year. The Financial Statements have been prepared in accordance with International Financial Reporting Standards issued by the International Accounting Standards Board as adopted by the European Union (**IFRS**).

Certain Defined Terms and Conventions

Capitalised terms which are used but not defined in any particular section of this Base Prospectus will have the meaning attributed to them in "*Terms and Conditions of the Notes"* or any other section of this Base Prospectus. In addition, the following terms as used in this Base Prospectus have the meanings defined below:

In this Base Prospectus, all references to:

- *U.S. dollars*, *U.S.$* and *$* refer to United States dollars;
- *Sterling* and *£* refer to pounds sterling; and
- *Euro, euro* and *€* refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

References to a **billion** are to a thousand million.

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

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 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.

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 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 or over-allotment 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, will be carried out in accordance with all applicable laws and regulations and 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.

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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 of the Notes, in which event, in the case of Notes other than Exempt Notes, and if appropriate, a new Base Prospectus or a supplement to the Base Prospectus, will be published.

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

Words and expressions defined in "*Form of the Notes*" and "*Terms and Conditions of the Notes*" shall have the same meanings in this overview.

Issuer:	Banca Mediolanum S.p.A. (**Banca Mediolanum**)
Issuer Legal Entity Identifier (LEI):	7LVZJ6XRIE7VNZ4UBX81
Risk Factors:	There are certain factors that may affect the Issuer's ability to fulfil its obligations under Notes issued under the Programme. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme and risks relating to the structure of a particular Series of Notes issued under the Programme. All of these are set out under "*Risk Factors*".
Description:	Euro Medium Term Note Programme
Arranger:	Mediobanca – Banca di Credito Finanziario S.p.A.
Dealers:	Mediobanca – Banca di Credito Finanziario S.p.A.; and any other Dealers appointed in accordance with the Programme Agreement.
Certain Restrictions:	Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time (see "*Subscription and Sale*") including the following restrictions applicable at the date of this Base Prospectus. Notes having a maturity of less than one year Notes having a maturity of less than one year will, if the proceeds of the issue are accepted in the United Kingdom, constitute deposits for the purposes of the prohibition on accepting deposits contained in section 19 of the Financial

	Services and Markets Act 2000 (**FSMA**) unless they are issued to a limited class of professional investors and have a denomination of at least £100,000 or its equivalent, see "*Subscription and Sale*".
Paying Agent:	Banca Mediolanum S.p.A.. The Issuer is entitled to appoint a different Paying Agent in accordance with Condition 9 (*Agents*).
Programme Size:	Up to €1,000,000,000 (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, notes may be denominated in euro, Sterling, U.S. dollars and any other currency agreed between the Issuer and the relevant Dealer.
Maturities:	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. 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. Unless otherwise permitted by current laws, regulations, directives and/or requirements applicable from time to time, Subordinated Notes must have a minimum maturity of 5 years.
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, as specified in the relevant Final Terms or Pricing Supplement, respectively.
Form of Notes	The Notes will be issued in bearer form and in dematerialised form, as described in "*Form of the Notes*".
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 relevant Final Terms. Thereafter, the fixed rate of interest will be reset on one or more date(s) specified in the relevant Final Terms by reference to a mid-market swap rate, as adjusted for any applicable margin, in each case, as may be specified in the relevant Final Terms.
Floating Rate Notes:	Floating Rate Notes will bear interest at a rate determined on the basis of the reference rate set out in the form of Final Terms (or, in the case of Exempt Notes, Pricing Supplement). 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. The margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer for each Series of Floating Rate Notes. Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.
Zero Coupon Notes:	Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest.
Exempt Notes:	The Issuer may issue Exempt Notes which are Index Linked Notes, Dual Currency Notes, Partly Paid Notes or Notes redeemable in one or more instalments. Index Linked Notes: Payments of principal in respect of Index Linked Redemption Notes or of interest in respect of Index Linked Interest Notes will be calculated by reference to such index and/or formula or to changes in the prices of securities or commodities or to such other factors as the Issuer and the relevant Dealer may agree. Dual Currency Notes: Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange, as the Issuer and the relevant Dealer may agree. 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 of the 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 early redeemed (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 5.4 (*Redemption at the option of the Issuer (Issuer Call)*), 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 5.6 (*Issuer Call due to MREL Disqualification Event*) and/or (in case of Subordinated Notes only) at the option of the Issuer for regulatory reasons, as described in Condition 5.3 (*Redemption for regulatory reasons (Regulatory Call)*) and/or (in the case of Senior Notes or Non-Preferred Senior Notes only) at the option of the Noteholders as described in Condition 5.5 (*Redemption at the option of the Noteholders (Investor Put)*) and/or at the option of the Issuer as described in Condition 5.7 (*Clean-up redemption at the option of the Issuer*), upon giving notice to the Noteholders or the Issuer, as the case may be, on a date or dates specified prior to their stated maturity and at a price or prices and on such other terms as may be agreed between the Issuer and the relevant Dealer.

Other than following an Event of Default, any early redemption of the Notes in accordance with the Terms and Conditions of the Notes (including early redemption for taxation reasons or early redemption for regulatory reasons) will be subject to the provisions of, respectively, Condition 5.14 (*Conditions to Early Redemption and Purchase of Senior Notes and Non-Preferred Senior Notes*) and Condition 5.15 (*Conditions to Early Redemption and Purchase of Subordinated Notes*).

Notes having a maturity of less than one year may be subject to restrictions on their denomination and distribution, see "*Certain Restrictions – Notes having a maturity of less than one year*" above.

Denomination of Notes:

Notes will be issued in such denominations as may be specified in the form of Final Terms (**Specified**

	Denomination) 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 at least 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 Subordinated Note shall be at least Euro 200,000 (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 Non-Preferred Senior Note shall be at least Euro 150,000 (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.
Taxation:	All payments in respect of the Notes will be made without deduction for or on account of withholding taxes imposed by any Tax Jurisdiction as provided in Condition 6 (*Taxation*) unless such deduction or withholding is requested by law. In the event that any such deduction or withholding is made, the Issuer will, save in certain limited circumstances provided in Condition 6 (*Taxation*), be required to pay additional amounts, in respect of interest only, to cover the amounts so deducted or withheld.
Negative Pledge:	The terms of the Notes will not contain a negative pledge provision.
Cross Default:	None.
Status of the Notes:	Notes may be issued by Banca Mediolanum on a subordinated basis (as Subordinated Notes) or unsubordinated basis (as Senior Notes or Non-Preferred Senior Notes), as specified in the relevant Final Terms.
Status of the Senior Notes:	The Senior Notes will constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and will rank *pari passu* among themselves and (save for certain obligations required to be preferred by law) equally with all other 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, or expressed to rank, junior to the Senior Notes, on or following the Issue Date), if any) of the Issuer, from time to time outstanding, as described in Condition 2.1 (*Status of the Senior Notes*).
Status of the Non-Preferred Senior Notes:	The Non-Preferred Senior Notes (being 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, as amended (the **Italian Consolidated Banking Act**))

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, *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 2.2 (*Status of the Non-Preferred Senior Notes*).

Status of the Subordinated 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 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**)) constitute unconditional, subordinated unsecured obligations of the Issuer and, (subject to Condition 2.3 (*Status of the Subordinated Notes*)), rank (i) 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; (ii) at least *pari passu* and without any preferences 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 (iii) 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 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 funds items (*elementi di fondi propri*), as described in Condition 2.3 (*Status of the Subordinated Notes*).
Variation:	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 Regulatory Event occurs, and if Variation is specified as being applicable in the form of Final Terms, (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, (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 (or such other notice periods as may be specified in the form of Final Terms) to Monte Titoli, the Paying Agent and the holders of the Notes of that Series, 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 Regulatory Event and/or a Tax Event, as applicable.
Rating:	Series of Notes issued under the Programme may be rated or unrated. Where a Series of Notes is rated, such rating will be disclosed in the form of Final Terms (or applicable Pricing Supplement, in the case of Exempt Notes). A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.
Approval, Listing and Admission to Trading:	Application has been made to the CSSF to approve this document as a base prospectus and to provide the competent

	authority in the Republic of Italy, CONSOB, with a certificate of such approval attesting that this document has been drawn up in accordance with the Prospectus Regulation. Application has also been made 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**) (as sole listing venue or in addition to any other listing venue for the Notes Notes may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Issuer and the relevant Dealer in relation to the Series. Notes which are neither listed nor admitted to trading on any market may also be issued. The form of Final Terms (or applicable Pricing Supplement, in 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.
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 13 (*Governing Law and Submission to Jurisdiction*).
Benchmark discontinuation:	Notwithstanding the provisions in Condition 3.3 (*Interest on Floating Rate Notes*) or Condition 3.2 (*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 3.4(b) (*Successor Rate or Alternative Rate*)) and, in either case, an Adjustment Spread if any (in accordance with Condition 3.4(c) (*Adjustment Spread*)) and whether any Benchmark Amendments (in accordance with Condition 3.4(d) (*Benchmark Amendments*)) are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (all as defined in the Conditions).
Selling Restrictions:	There are restrictions on the offer, sale and transfer of the Notes in the United States, the EEA (including Italy, France, Belgium, the United Kingdom, Japan, Switzerland and such other restrictions as may be required in connection with the

	offering and sale of a particular Tranche of Notes, see "*Subscription and Sale*").
United States Selling Restrictions:	Regulation S, Category 2. TEFRA not applicable, as specified in the form of Final Terms (or applicable Pricing Supplement, in the case of Exempt Notes). Non-Preferred Senior Notes shall be distributed to qualified investors only in accordance with Law No. 205 of 27 December 2017 on the budget of the Italian government for 2018.

RISK FACTORS

In purchasing Notes, investors assume the risk that the Issuer may become insolvent or otherwise be unable to make all payments due in respect of the Notes. There is a wide range of factors, including those set out below, which individually or together could result in the Issuer becoming unable to make all payments due. The inability of the Issuers to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons outside the Issuer's control which may not be considered significant by the Issuer based on information currently available to them or which they may not currently be able to anticipate. The Issuer has identified in this Base Prospectus a number of factors which could materially adversely affect its business and ability to make payments due.

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 the Notes issued under the Programme, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons which may not be considered significant risks by the Issuer based on the information currently available to it or which it may not currently be able to anticipate.

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

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

The risks below have been classified into the following categories:

Risks relating to the Issuer's financial position

Risks relating to the Issuer's business activity and industry

Risks related to the internal control of the Issuer

Risks related to the political, environmental, social and governance environment of the Issuer

Risks relating to the Issuer's financial position

Risks related to the impact of global macro-economic factors

The Issuer's earnings and business are affected by the macroeconomic conditions and trends in the financial markets in general as well as by the economic condition in Italy in particular. During recessionary periods, there may be less demand for loan products and a greater number of the Issuer's customers may default on their loans or other obligations. Higher for longer rate environment may also have an impact on the demand for mortgages and other loan products. Fluctuations in interest rates and in ratings in the Eurozone and in the other markets in which the Issuer operates influence its performance.

A wide variety of factors negatively impact economic growth prospects and contribute to high levels of volatility in financial markets (including in currency exchange, interest rates, credit spreads, equity prices, etc.). These factors include, among others (i) continuing concerns over sovereign debt issuers, particularly in Europe, and (ii) the stability and *status quo* of the European Monetary Union and concerns about the Italian economy (which is the main market for the Group) which might have a material adverse effect on the Issuer's business and financial position, taking into account the effect of

the sovereign Italian credit rating on Banca Mediolanum credit rating. Furthermore, since the first half of 2022, economic growth slowed globally due mainly to the effects of Russia's invasion of Ukraine. The Russian invasion has indeed provoked the reaction of other countries, which have launched heavy sanction against Russia. These measures have generated uncertainty about what the effects on world economies might be, particularly for Europe, which, by geographic proximity and trade relations, is the macro area most vulnerable to the impacts of the crisis. In response to the foregoing sanctions, Russia replied with countersanctions on so-called "unfriendly" states (which specifically include countries of the European Union). Should economic sanctions escalate further, Russia could take further legal action, which could affect European businesses (with their domicile in an "unfriendly State" from a Russian perspective).

The continuation of the conflict between Russia and Ukraine could negatively affect Italian, European and global macroeconomic conditions.

In addition, the Israel-Palestine conflict and geopolitical tensions in the Middle East as well as the escalating Chinese-Taiwanese tension could potentially have significant adverse effects on the European economy, inflation and the stability of international financial markets.

Therefore, the economic outlook is still conditioned by a high degree of uncertainty that depends, *inter alia*, on the evolution and duration of the above-mentioned conflicts.

Moreover, mismatches between the supply and demand of goods and services, partially as a result of Russia-Ukraine conflict, have contributed to a rise in global inflation. To counter inflation, central banks have increased interest rates and have reached the end of the tightening cycle. The European Central Bank has implemented interest rate increases and discontinued its asset purchases. In addition, the protectionist measures by the US Administration and the persistence of geopolitical tensions (Russia-Ukraine, Middle East, in particular the Israel/Palestine conflict, together with the resulting instability in the region, and Taiwan/China) may lead to a market or general economic downturn or recession. All of these factors may adversely affect the Issuer. Uncertainty surrounding the pace of future interest rate increases by major central banks has already resulted in significant volatility in financial markets around the world and such volatility may continue for a prolonged period of time. Any increase in inflation rates and/or interest rates or a potential recession or other periods of declining economic conditions, could adversely affect the Issuer's business, results of operations and financial conditions and have a negative effect on the securities markets generally.

Therefore, the economic outlook is still conditioned by a high degree of uncertainty that depends on the evolution and duration of the conflict; however, there are conditions for the economic expansion to proceed, thanks to the reopening of the economy in place, the solidity of the labour market, the support of fiscal policies and the savings accumulated during the pandemic.

In addition to the above, the macroeconomic framework could be influenced by: (i) new international trade policies; (ii) other global geopolitical tensions (including the trade disputes between the United States and China and the related protectionist initiatives that have been introduced); (iii) concerns over levels of economic growth and consumer confidence generally; (iv) future developments of the European Central Bank's (**ECB**) monetary policy in the Euro area, the Federal Reserve system in the Dollar area, and the policies implemented by other countries aimed at promoting competitive devaluations of their currencies; (v) the availability and cost of credit; (vi) the stability and solvency of the financial institutions and other companies; (vii) the sustainability of the sovereign debt of certain countries and related recurring tensions on the financial markets; (viii) the volatile trend in the price of oil and gas (ix) the outcome of the elections recently concluded in Europe and in the US as at the date of this Base Prospectus; (x) the potential negative impacts on the economy arising from climate change and global warming at both a global and regional level.

Alongside the international macroeconomic situation, there are also specific risks associated with the current economic, financial and political conditions in Italy. Italy is the main country in which the Issuer operates, therefore, its business is particularly sensitive to investor perception of the country's reliability and solidity of its financial condition as well as prospects for its economic growth.

Rising market tensions might negatively affect the funding costs and economic outlook of some EU Member States. This, together with the risk that one or more EU Member States deciding either (i) to hold referenda as to their membership of the EU or (ii) in the case of EU Member States that adopted the Euro as their national currency, to adopt an alternative currency. A potential collapse of the Eurozone could lead to the deterioration of the EU's economic and financial situation with a significant negative effect on the entire financial sector, creating new difficulties in the granting of sovereign loans and loans to businesses, and significant changes to financial activities both at market and retail level. The materialisation of these risks could have a significant adverse impact on global economic conditions and the stability of international financial markets and a material and negative impact on the Issuer and/or the Issuer's clients, with negative implications for the Issuer's business, results and financial position.

Lingering market tensions might negatively affect the global economy and hamper the recovery of the Euro area. Moreover, the tightening fiscal policy by some countries (including the Republic of Italy) might weigh on households' disposable income and on corporate profits with negative implications for the Issuer's business, results and financial position.

At the date of this Base Prospectus, it remains unclear whether Italy and some European economies will be able to make a significant, structural turnaround over the medium to long term. Any deterioration of the Italian economy would have a material adverse effect on the Issuer's business, in light of the Issuer's significant exposure to the Italian economy.

More generally, in an economic environment characterised by higher unemployment, lower family income, lower corporate earnings, lower business investment and lower consumer spending, the demand for Mediolanum Group's products could be adversely affected.

The occurrence of any of the above events may cause the Issuer to suffer losses, increases in funding costs and a diminution in the value of its assets, with a potential adverse effect on the Issuer's liquidity, financial position and results of transactions, including its ability to access the capital and financial markets and to refinance debt in order to meet its funding requirements.

Liquidity risk

The Issuer's business is subject to risks concerning liquidity which are inherent in its banking operations and could affect the Issuer's ability to meet payment commitments or cause an incapacity to finance assets with the necessary punctuality on a cost/effective basis. In order to ensure that the Issuer continues to meet its funding obligations and to generally maintain or grow its business, it relies on customer savings and transmission balances, as well as ongoing access to the wholesale lending markets. The ability of the Issuer to access wholesale and retail funding sources on favourable economic terms is dependent on a wide range of factors, including issues out of its control, such as liquidity constraints, general market conditions and confidence in the Italian banking system.

In recent years, global financial systems have been subject to considerable turmoil and uncertainty and, as at the date of this Base Prospectus, the short and medium term outlook for the global economy remains uncertain. The repricing of sovereign risk following the recent crisis has contributed to high volatility and uncertainty, weighing negatively on the global financial system.

EBA published - on 14 May 2025 – an updated report (the **Report**) on the monitoring of the liquidity coverage ratio (**LCR**)) and the net stable funding ratio (**NSFR**) complementing the three previous

monitoring reports on the implementation of the LCR and NSFR, published in July 2019, March 2021, and June 2023. The aim of these reports is to foster a higher degree of harmonization in the implementation of the LCR, especially in areas where divergent practices have been observed, partly due to insufficient clarity of the regulatory provisions. The reports also provide guidance to supervisors and institutions on specific areas such as outflows applied to certain categories of deposits. Below are the key highlights of the Report:

- clarification on LCR calculation: the Report provides further clarification for the recognition of LCR inflows from open reverse repos without a maturity date within 30 days, following EBA Q&A 2024/7053 (published on 3 May 2024). It builds on two approaches: the first approach is based on the occurrence of a trigger event to terminate the transaction, and the second approach is based on historical experience;

- operational deposits and excess operational deposits: the Report also considers recent trends in some banks where operational deposits have increased while excess operational deposits have decreased. It examines how the interest rate environment has changed and supplements the guidance provided in the EBA's 2019 report on identifying operational deposits, the characteristics of the operational deposit trade cycle, and the material penalty for retail term deposits;

- addendum to the EBA's 2023 policy recommendations to the Commission regarding interdependent assets and liabilities in the NSFR: it clarifies regulatory expectations regarding indirect client clearing activities, particularly where affiliated institutions, rather than an Institutional Protection Scheme (IPS) structure, are involved. This area was already covered in the 2023 report.

The current credit conditions of the global and Italian capital markets have led to the most severe examination of the banking system's capacity to absorb sudden significant changes in the funding and liquidity environment in recent history and have had an impact on the wider economy. Individual institutions have faced varying degrees of stress. Should the Group be unable to continue to source a sustainable funding profile which can absorb these sudden shocks, the Group's ability to fund its financial obligations at a competitive cost, or at all, could be adversely affected.

Protracted market declines and reduced liquidity in the markets

In some of the Issuer's businesses, protracted adverse market movements, particularly the decline of asset prices, can reduce market activity and market liquidity. These developments can lead to material losses if the Issuer cannot close out deteriorating positions in a timely way. This may especially be the case for assets that do not benefit from a liquid market. The value of assets that are not traded on stock exchanges or other public trading markets, such as derivatives contracts between banks, may be calculated by the Issuer using models other than publicly quoted prices. Monitoring the deterioration of the prices of assets like these is difficult and any failure to do so effectively could lead to unanticipated losses. This in turn could adversely affect the Issuer's operating results and financial condition. In addition, protracted or steep declines in the stock or bond markets in Italy and elsewhere may adversely affect the Issuer's securities trading activities and its asset management services, as well as its investments in and sales of products linked to the performance of financial assets.

Risks associated with the Issuer's rating

The risk associated with the ability of an issuer to meet its obligations generated by the issue of debt instruments and money market instruments is defined by reference to credit ratings assigned by independent rating agencies. A rating may be suspended, lowered or withdrawn at any time by the rating agency which assigned it. Suspension, lowering or withdrawal of an assigned rating can negatively affect the market price of the bonds issued.

A downgrade of the Issuer's rating would result in higher funding and refinancing costs for the Issuer in the capital markets. Such downgrade may also affect or effectively limit access to the capital markets, because investing in the Issuer will in such case likely be considered less attractive (also because of the Issuer's possible reputational damage) and/or will no longer be allowed for certain investors. In addition, a downgrade of the Issuer's rating may limit the Issuer's opportunities to extend mortgage loans and may have a particularly adverse effect on the Issuer's image as a participant in the capital markets, as well as in the eyes of its clients. A rating downgrade might restrict the availability of funding or increase its cost for individuals and companies at a local level.

These factors may also have an adverse effect on the Issuer's financial condition and/or results of operations and, as a consequence, on the rating assigned to the Notes.

Risks associated with related party transactions

The Issuer and the Group has entered into transactions and has commercial, financial and economic dealings with related parties which are mainly intercompany distribution agreements.

Related party transactions are conducted in the ordinary course of business under standard market conditions. In addition, the Issuer has put in place adequate internal procedures in order to mitigate the risks connected to such related party transactions and preserving the integrity and objectivity of the decision-making process.

There is no certainty, however, that if such transactions had been concluded with third parties, the same terms and conditions would have been negotiated and applied, with possible adverse effects on the business, assets, liabilities, results of operations and/or financial condition of the Issuer and the Group.

Risks relating to the Issuer's business activity and industry

Credit and counterparty risks

Credit and counterparty risks are associated with the event that the financial soundness and outlook of the Issuer or of the Group deteriorate due to the risk of losses resulting from any inability or refusal by customers (including sovereign States) to meet their contractual obligations, relating to lending, commitments, letters of credit, derivatives instruments, foreign currency transactions and other transactions.

This strategy consists of identifying risk ceilings that can be taken with lending (sector and individual concentration risk limits, etc.) and ensuring that they are consistent with the Group's budget targets. Improvement of credit quality is pursued by means of constant monitoring of the loan portfolio, assessing compliance with the agreed risk strategy, with a focus on major risk exposures.

The deterioration of the creditworthiness of major customers and, more generally, any defaults or repayment irregularities, the reduction of the economic value of guarantees received and/or the inability to execute the said guarantees successfully and/or in a timely manner, as well as any operational errors in assessing customers' creditworthiness, could have an adverse impact on the results of the Issuer's operations.

On 24 February 2022 Bank of Italy issued the 38th amendment to Circular No. 285 introducing the possibility for the Bank of Italy to impose a systematic sectorial risk buffer (the **SyRB**), pursuant to Article 133 of the CRD IV, consisting of CET1, with the aim of preventing and mitigating macro-prudential or systemic risks not otherwise covered by the macro-prudential tools provided by the CRR, the countercyclical capital buffer and the capital buffers for G-SIIs or O-SIIs.

In addition to the above, the 38th amendment also granted the power to the Bank of Italy of adopting one or more prudential measures based on customer and loan characteristics (so-called borrower-based measures), requiring banks to apply them when granting new financing in any form. Those measures can be applied to all loans or differentiated on the basis of the characteristics of customers and loans. More specifically, in the presence of high vulnerabilities of the financial system, which may give rise to systemic risks, the Bank of Italy may adopt one or more borrower-based measures that are – in line with the ESRB guidelines – appropriate and sufficient to prevent or mitigate the identified risks, considering, if possible, also any cross-border effect arising from their application and paying due attention to the principle of proportionality.

On 18 March 2022, the EBA published revised "Guidelines for Common Procedures and Methodologies for the Supervisory Review and Evaluation Process (SREP) and Prudential Stress Tests", which provide a common framework for supervision in assessing risks to banks' business models, solvency and liquidity, as well as for conducting prudential stress tests. The guidelines apply since 1 January 2023.

On 12 October 2022 EBA amended, with Guidelines EBA/GL/2022/13, the scope of application of the Guidelines of 2018 (EBA/GL/2018/10) clarifying that the Guidelines will no longer apply to significant credit institutions, as they are subject to greater disclosure obligations regarding impaired exposures and the measures of concessions, as prescribed by CRR2 and the Implementing Regulation (EU) of 15 March 2021. The EBA/GL/2022/13 Guidelines apply since 31 December 2022.

On 21 December 2022, the Bank of Italy issued the 41st amendment to Circular No. 285, implementing said Guidelines EBA/GL/2022/13.

Risks related to quality of loans

Credit quality in the Italian market is affected by the continuing weakness of the economy. Moreover, within the banking system generally, a growing number of companies are struggling to repay loans. The proportion of loans to companies experiencing temporary difficulties (substandard and restructured loans) is steadily increasing, while the deterioration of loans to households has remained moderate.

In addition to the above, the Italian banking system is currently recording high levels of non-performing loans and, as a result, numerous other banks may seek to dispose of these assets, which may result in excess supply and downward price pressure.

Interest rate risk

The interest rate risk consists of the possibility of incurring losses due to reductions in the value of assets and/or increases in the value of liabilities caused by adverse changes in interest rates on positions not included in the trading portfolio.

The Issuer hedges the interest rate risk of fixed-rate or variable-rate loans with caps using interest rate swap (IRS) or interest rate option (IRO) derivatives.

The Issuer's risk management function ensures that financial risk assessment methods are consistent across the various operating entities and helps to set limits relating to the risk appetite and operating limits.

Interest rate risk is analysed by the Issuer using indicators of both change in the value of equity and of change in net interest income (ΔVA and ΔMI), as well as to indicators of maximum loss (value at risk or VaR).

The possibility of movements in interest rates may have negative impacts on the present and future profitability arising from assets and liabilities generating interest margin in the Group's balance sheet.

Competition

The Group is subject to competition from a large number of companies who may offer the same financial products and services and other forms of alternative and/or novel forms of borrowing or investment. Such competitors include banks and other financial intermediaries. In addition, the formation of increasingly large banking groups, and the entry of foreign financial institutions into the Italian banking market, may allow such companies to offer products and services on terms that are more financially advantageous than those which the Issuer is able to offer as a result of their possible economies of scale.

Competitive pressure may arise either from consumer demand of new services as well as technological demand, with the consequent necessity to make investments, or as a result of competitors' specific competitive actions. In the event that the Issuer is not able to respond to the increasing competitive pressure by, for example, offering profitable new services and products that meet client demands, the Issuer could lose market share in a number of business sectors and/or fail to increase or maintain the volumes of business and/or profit margins it has achieved in the past, with possible adverse effects on the Issuer's financial condition and results of operations.

The Group may be unable to maintain capital and liquidity adequacy requirements

The rules on capital adequacy for banks define the prudential minimum capital requirements, the quality of capital resources, and risk mitigation instruments. Such rules are complex and evolve regularly. In addition, the European Central Bank (**ECB**), as well as the Bank of Italy, can and do impose on the Group, as permitted by such rules, additional requirements with respect to its capital, which may restrict the Group's operational flexibility and may, should it fail to meet such requirements, require the Group to adopt additional measures imposed by the ECB or other regulators. Capital adequacy requirements include – in addition to the capital ratios and buffer provided by the CRR – the following main requirements: (a) the requirement to maintain a Minimum Requirement for Own Funds and Eligible Liabilities (**MREL**), expressed as a percentage of TREA (the MREL-TREA) and as a percentage of the LRE (the MREL-LRE), in view of facilitating a smooth resolution of the bank, in the event of a resolution decision; and (b) a Liquidity Coverage Ratio (**LCR**), aimed at ensuring the ongoing ability of the bank to meet its short-term obligations. From June 2021, the banks have also to meet a binding leverage ratio of 3 per cent, which is aimed at preventing banks from excessively increasing their leverage levels, and a binding Net Stable Funding Ratio (**NSFR**), designed to ensure that banks finance their long-term activities with stable sources of funding in order to increase banks' resilience to funding constraints.

Moreover, the Issuer is subject to the Pillar 2 requirements for banks imposed under the CRD IV Directive, which will be impacted, on an on-going basis, by the Supervisory Review and Evaluation Process (**SREP**). Following the SREP the ECB provides, on an annual basis, a final decision of the capital requirement that Banca Mediolanum must comply with a consolidated level. However, there can be no assurance that the total capital requirements imposed on the Issuer or the Group from time to time may not be higher than the levels of capital available at such time. Also, there can be no assurance as to the result of any future SREP carried out by the ECB and whether this will impose any further own funds requirements on the Issuer or the Group.

For further information please see paragraph "*Certain Regulatory Aspects Relating to the Issuer*", under the section "*The Issuer*".

On 13 July 2022, the Bank of Italy issued the 39th amendment to Circular No. 285 introducing – *inter alia* – a clear differentiation between components of 'Pillar 2 Requirements' estimated from an ordinary

perspective and the 'Pillar 2 Guidance' determined from a stressed perspective which supervisory authorities may require banks to hold. The possibility for supervisory authorities to require additional capital in the presence of excessive leverage risk, under both ordinary and stressed conditions ('Pillar 2 Requirement Leverage Ratio' and 'Pillar 2 Guidance Leverage Ratio') has also been envisaged.

On 28 May 2024, the ECB announced to the market that its Supervisory Board took the decision to reform the SREP. In particular, the SREP will be adapted to increase efficiency and effectiveness, building on and going beyond changes that have been implemented in recent years, such as a new risk tolerance framework. Changes will be implemented gradually, starting in the second half of 2024 and will be finalised for the 2026 SREP cycle. Although the Supervisory Board's intention is to maintain a full compliance of the revised SREP framework with the EBA guidelines, as at the date of this Base Prospectus, there is still legal uncertainty as to the impact the changes the ECB is about to introduce to the SREP methodolody may have on the Issuer and / or Group prudential capital structured in terms of capital prudential requirements and buffers the Issuer will be required to meet at an individual and / or consolidated basis.

The Group may be subject to the provisions of the EU Bank Recovery and Resolution Directive

The Issuer – as a bank – is subject to the Bank Recovery and Resolution Directive (**BRRD**), which is an EU Directive intended to enable a range of actions to be taken in relation to institutions considered to be at risk of failing (i.e. sale of business, asset separation, bail-in and bridge institution). The taking of any action under the BRRD in relation to the Issuer could materially affect the value of or any repayments linked to the Notes.

In particular, if the Issuer is determined to be failing or likely to fail within the meaning of BRRD, and is put under resolution, the Notes (the Senior Notes and the Subordinated Notes) may be totally or partially written down or converted into equity, if it is deemed necessary by the Relevant Resolution Authority in the context of the resolution process. However, for the Subordinated Notes such risk is higher. In particular, the Subordinated Notes are written down and/or converted after the shares, but before the senior debt securities, thus, depending on the number of resources necessary to resolve the Issuer, the conversion/write-down of the sole Subordinated Notes may be sufficient to ensure its recovery.

Furthermore, the Single Resolution Board, as Relevant Resolution Authority, may seek to amend the terms of the maturity date of the Notes: this circumstance could negatively affect the value of the Notes for the purpose of reselling the Notes.

The resolution measures may be adopted in isolation or they may be adopted in combination. For instance, the relevant authority may require a partial conversion of the Notes into ordinary shares of the Issuer, in addition to the sale of the Issuer's assets.

In this respect, it is worth mentioning that the BRRD has been subject to significant revisions by Directive 2019/879/EU (the **BRRD II**).

On 1 December 2021, Legislative Decree no. 193 of 8 November 2021 (the **193 Decree**), implementing the BRRD II into the Italian jurisdiction, entered into force, amending Legislative Decree No. 180/2015 and the Italian Consolidated Banking Act (as defined below).

The amendments introduced to Legislative Decree No. 180/2015 aligned the Italian regulatory framework regulating MREL, and the criteria according to which it is determined, to the provisions set forth in BRRD II.

In particular, the amended version of Legislative Decree No. 180/2015 clearly envisages that MREL shall be determined by the Bank of Italy on the basis of the following criteria:

(i) the need to ensure that the application of the resolution tools to the resolution entity is adequate to meet the resolution's objectives;

(ii) the need to ensure that the resolution entity and its subsidiaries belonging to the same corporate group subject to resolution have sufficient own funds and eligible assets to ensure that, if the bail-in tool or write-down or conversion powers, respectively, were to be applied to them, losses could be absorbed and that it is possible to restore the total capital ratio and, as applicable, the leverage ratio to a level necessary to enable them to continue to comply with the conditions for authorisation, according to the regulatory framework currently in force, even if the resolution plan envisages the possibility for certain classes of eligible liabilities to be excluded from bail-in or to be transferred in full to a recipient under a partial transfer;

(iii) the size, business model, funding model and risk profile of the entity; and

(iv) the extent to which the failure of the entity would have an adverse effect on financial stability, due to the interconnectedness of the entity with other institutions or entities or with the rest of the financial system.

For further information please see paragraph "*Certain Regulatory Aspects Relating to the Issuer*", under the section "*The Issuer*".

Forthcoming regulatory changes

The Issuer is subject to extensive regulation and supervision by, among others, the Bank of Italy, CONSOB, the ECB and the SRB. In addition, the Issuer must comply with financial services laws that govern its marketing and selling practices.

EU Regulation 2024/1623 (amending CRR, the so-called **CRR III**) and EU Directive 2024/1619 (amending CRD IV Directive, the so-called **CRD VI**), implementing the Basel III standards and part of the so-called "2021 Banking Reform Package", have been published in the Official Journal of the European Union on 19 June 2024 and have entered into force on 9 July 2024. The provisions set forth in the CRR III apply from 1 January 2025 while Member States are required to adopt any acts and regulations implementing the CRD VI by 10 January 2026 (with some exceptions) and apply such acts and regulations starting from 11 January 2026.

On 27 August 2025, the Bank of Italy issued the 50th amendment to Circular No. 285, which came into force on 28 August 2025, exercising certain discretions and options provided for at an European level by the CRR III and fully aligning the Italian regulatory framework with the European regime.

Moreover, on 19 June 2024, the Council announced that it had agreed a negotiating mandate on the review of the Crisis Management and Deposits Insurance (**CMDI**) framework.

As part of the CMDI, Directive (EU) 2024/1174 was adopted – published in the Official Journal of the European Union on 22 April 2024 – introducing certain amendments to the BRRD and the SRMR aimed at outlining the conditions for the treatment of internal MREL.

On 25 June 2025, the Council and the Parliament reached an agreement on the Commission proposal to review the CMDI package. The reform aims to enhance the ability of resolution authorities to manage the failure of small and medium sized banks by broadening the scope of resolution to include these banks when it serves the public interest. This will enable more banks to undergo an orderly exit, such as a sale to another bank, rather than being liquidated, thereby minimising economic disruption in the

event of bank failures. The reform will also strengthen depositor protection across the European Union. The co-legislators are expected to finalise the legal text at technical level before formally adopting the new framework. Once the CMDI framework will be adopted, these regulatory changes will impact the entire banking system.

Changes in the regulatory framework and prudential capital requirements - including the recent adoption of CRR III and CRD VI - and how such regulations will be transposed into the national legal/regulatory framework and/or applied/interpreted by the supervisory authorities may have a material effect on the Group's business and operations. As at the date of this Base Prospectus, the CRR III and CRD VI have only been recently enacted and there is still legal uncertainty as to how their provisions will be applied to the operations of financial institutions. No assurance can be given that further implementing laws and regulations will be adopted, enforced or interpreted in a manner that will not have an adverse effect on the business, financial condition, cash flows and results of operations of the Group.

Prospective investors in the Notes should consult their own advisors as to the consequences for them of the application of the above regulations as implemented by each Member State.

For further information please see paragraph "*Certain Regulatory Aspects Relating to the Issuer*", under the section "*The Issuer*".

The Issuer may be affected by new accounting standards or amendments to the current accounting standards

Following the entry into force and subsequent application of new accounting standards, regulatory rules and/or the amendment of existing standards and rules, the Issuer may have to revise the accounting and regulatory treatment of certain outstanding assets and liabilities (e.g. deferred tax assets) and transactions (and the related income and expense). This may have potentially negative effects, also significant, on the estimates contained in the financial plans for future years and may cause the Issuer to have to restate previously published financial information.

The values recorded on the balance sheet and income statement, as well as on the reporting of contingent assets and liabilities are significantly affected by the above factors and amendments. Accordingly, even if the estimates and assumptions adopted are subject to periodic review in order to take into account changes in the relevant period, it cannot be ruled out that a worsening performance will have an adverse effect on the items subject to valuation and, ultimately, on the financial condition and results of operations of the Issuer.

Risks associated with pending legal proceedings

As at the date of the Base Prospectus, the Issuer and the Group companies are parties to judiciary proceedings associated with their ordinary operations; for some of these proceedings, the Issuer, as at 31 December 2024, had a provision in place for legal and tax disputes. This provision includes the costs of proceedings borne by the Issuer in the event of an adverse conclusion of the dispute. The provision also includes the estimated expenses to be paid to lawyers, any technical advisors and/or experts who assist the Issuer, to the extent that it is believed that they will not be reimbursed by the relevant counterparties. This estimate was determined by the Issuer, based on the quote requested to the legal counsels in the context of the granting of the relevant mandates.

Although the Issuer believes that the amounts of these provisions and coverage are adequate, in many of these cases there is considerable uncertainty concerning the outcome, including the amount of any losses that it may suffer. The losses that it may eventually suffer as a result of these claims may materially exceed the amounts that it has set aside as provisions for these claims.

For other information on the pending legal proceedings to which the Group is a party, reference is made to section "*The Issuer*" of this Base Prospectus.

Risks related to the recently introduced Windfall Tax

The Italian Government, with Article 26 of Law Decree No. 104 of 10 August 2023 (**Decree 104**) converted with amendments into Law No. 136 of 9 October 2023, introduced for the 2023 fiscal year an extraordinary lump sum tax on banks' extraordinary profits (the so-called **Windfall Tax**). The Windfall Tax purports to target the increased profits of banks licensed to operate in Italy resulting from high interest rates. The Windfall Tax is calculated by applying a 40% rate levy on the interest margin in 2023, that exceeds by at least 10% the interest margin in 2021. It should be noted that Decree 104 provides a cap for the Windfall Tax equal to 0.26% of the bank's overall amount of risk exposure on an individual basis as of 31 December 2023. The Issuer expects that the Windfall Tax amounts to approximately €26.9 million for the Group.

As an alternative to paying the Windfall Tax by 30 June 2024, when approving the 2023 financial statements, a bank may choose to allocate to an extraordinary non-distributable capital reserve an amount not lower than two and a half times the Windfall Tax (the **Reserve Allocation Option**). In this regard, the Board of Directors of the Issuer has resolved to establish a specific non-distributable reserve for tax on banks' extra-profits, pursuant to the art. 26, paragraph 5-*bis*, Decree 104 amounting to €67.4 million. However, if the reserve is subsequently used – directly, indirectly, or even partially (as clarified by Circular Letter No. 4/E dated 23 February 2024 of the Italian Revenue Agency) – for dividend distribution purposes, the Windfall Tax – plus interest calculated at the annual interest rate on European Central Bank deposits from 30 June 2024 - is payable within 30 days from the day on which the resolution approving the distribution is adopted.

The Windfall Tax is not deductible for the purpose of calculating income taxes applicable to banks (IRES and IRAP).

Risks related to the internal control of the Issuer

Risk management and exposure to unidentified or unanticipated risks

The Group has devoted significant resources to developing policies, procedures and assessment methods to manage market, credit, liquidity and operating risks and intends to continue to do so in the future. Nonetheless, the Group's risk management techniques and strategies may not be fully effective in mitigating its risk exposure in all economic market environments or against all types of risks, including risks that the Issuer fails to identify or anticipate. If existing or potential customers believe that the Group's risk management policies and procedures are inadequate, its reputation as well as its revenues and profits may be negatively affected.

Operational risk

Operational risk is defined as the risk of loss resulting from inadequate or failed internal processes and or systems, human resources and/or external events. This definition includes legal and conduct risks, but excludes strategic and reputational risks. Legal risk includes, but is not limited to, exposure to fines, penalties or punitive damages resulting from supervisory actions, as well as private settlements.

The Group, being fully aware of the considerable damage to its image and reputation which could arise from the occurrence of loss events, adopts a management system suitable, in the opinion of the Issuer, to mitigate the operational risk effects. This system relies on procedures for the containment and mitigation of operational risks arising from transactions and for the prevention and/or limitation of the possible adverse effects resulting from them. However, the adoption of these measures may be

inadequate to deal with the risks potentially arising, in part because of the unpredictability of the occurrence of risk events.

The most frequently recurring operational risks and those having the greatest individual impact in terms of overall amount usually include errors in the execution of day-to-day payments and trading in securities, litigations and settlement agreements with customers, as well as external events, normally subject to mitigation through the purchase of insurance policies.

Cyber risk and risks relating to information technology systems

The Group depends on its own and the outsourcer's information technology (**IT**) and data processing systems to operate its business, as well as on its continuous maintenance and constant updates. The Group is exposed to the risk that data could be damaged or lost, removed, disclosed or processed for purposes other than those authorised by the customer, including by unauthorised parties.

Among the risks that the Issuer faces relating to the management of IT systems are the possible violations of their systems due to unauthorised access to the Group corporate network, or IT resources, the introduction of viruses into computers or any other form of abuse committed via the internet. Like attempted hacking, such violations have become more frequent globally in recent years. Both the aggregation of new services for members and clients and the exposure of online services are becoming increasingly complex and gradually extending to more areas and products. In addition, the authors of cyber threats are using increasingly sophisticated methods and strategies for criminal purposes.

Although the Issuer has adopted business continuity and disaster recovery plans, and implemented other IT risk policy, its IT systems may experience outages, delays or other failures or malfunctions due to design flaws, malicious attacks, hacking or other reasons.

The possible destruction, damage or loss of customer, employee or third party data, as well as its removal, unauthorised processing or disclosure, would have a negative impact on the Group's business and reputation and could subject the Group to fines, with consequent negative effects on the Group's business, results of operations or financial condition.

In addition, changes to relevant regulation could impose more stringent sanctions for violations and could have a negative impact on the Group's business insofar as they lead the Group to incur additional compliance costs.

Risks connected to the destruction, loss, theft or unauthorised disclosure of the Issuer's customers' personal data

In carrying out its business, the Issuer collects, stores and processes its customers' personal data. The Issuer has defined internal procedures and technical measures to ensure compliance with all applicable rules and regulations concerning the processing of personal data.

These measures notwithstanding, the Issuer remains exposed to the risk that this data may be corrupted, lost, stolen, disclosed or used for purposes other than those that have been authorised by its customers, whether by its employees or third parties. Any destruction, damage, loss, theft or unauthorised disclosure of its customers' personal data could have a material adverse impact on its business, whether in reputational terms or through exposure to lawsuits or administrative sanctions and fines by regulatory authorities, including the Italian authority for the Protection of Personal Data, which could, in turn, have a material adverse effect on the Issuer's business, results of operations and financial condition.

Third-party risk linked to outsourcing

The Issuer outsources certain activities and services to third-party providers. In particular, the Issuer outsources services for the maintenance of certain operating systems, transmission over certain interbank payment networks, credit card payment processing, and for certain aspects of its customer care.

Any interruption in the services provided by third parties or breach by these third parties of their commitments could impair the timing and quality of the services received by the Issuer's customers.

The Issuer is also exposed to the risk that external vendors who provide services to it may incur delays or interruptions in fulfilling their obligations or that they become subject to bankruptcy or insolvency proceedings, which could cause delays and inefficiencies in the Issuer's business activities that could have a negative impact on its clients. The occurrence of any of these events could have a material adverse effect on the Issuer's business, results of operations and financial condition.

Risks linked to the organisational and management model pursuant to Legislative Decree No. 231/2001

The Issuer faces the risk of criminal liability pursuant to Legislative Decree No. 231/2001.

In its implementation of the provisions of Legislative Decree No. 231/2001, as subsequently supplemented and amended, the Issuer's Board of Directors adopted an organisational and management model (**Organisation, Management and Control Model**) in order to: (i) identify specific vulnerable areas with reference to the different kind of offences set out in the Legislative Decree No. 231/2001, and identify the risks and the adequate control measures for pre-emptive purposes; (ii) set the rules and standards of conduct for the addressees of the Organisation, Management and Control Model; (iii) empower the supervisory body with the task of monitoring the knowledge and effective implementation of the Organisation, Management and Control Model; and (iv) define the conditions for the timely update of the Organisation, Management and Control Model, should the applicable law change to include further relevant criminal offences in relation to the business. In addition, the main companies directly or indirectly controlled by the Issuer adopted their own organisational, management and control model and appointed their supervisory body.

The Board of Statutory Auditors has the role of supervisory body responsible for overseeing the effectiveness, functioning, observance and updating the Organisation, Management and Control Model, for the purposes of Legislative Decree No. 231/2001, and highlighted the activities carried out during the year in the Board's annual report, without reporting any significant critical issues, events or situations. The supervisory body is provided with a budget agreed with the Board of Directors for the purpose of carrying out its supervisory duties.

In addition, the Issuer's Board of Directors adopted a code of ethics and a code of conduct in line with the best international practices. Notwithstanding the adoption of the abovementioned measures, it is possible that the Organisation, Management and Control Model and the code of ethics adopted by the Issuer could be considered insufficient by the judicial authority which has the potential jurisdiction on criminal cases brought forward under the abovementioned laws. Therefore, it is possible that civil or administrative sanctions, including those provided under Legislative Decree No. 231/2001, could be imposed on the Group and, as a consequence, the Group's approvals, authorisations, licences and permits may be suspended or revoked.

Should any of such circumstances occur, it may have negative effects on the economic and financial position and the reputation of the Issuer and the Group.

Risks related to the political, environmental, social and governance environment of the Issuer

Risks related to a downgrade of the Italian sovereign credit rating

A further downgrade of the Italian sovereign credit rating or the perception that such a downgrade may occur would be likely to have a material effect in depressing consumer confidence, restricting the availability, increasing the cost of funding for individuals and companies, depressing economic activity, increasing unemployment, reducing asset prices and consequently increasing the risk of a "double dip" recession.

Any further downgrade of the Italian sovereign credit rating or the perception that such a downgrade may occur may severely destabilise the markets and have a material adverse effect on the Group's operating results, financial condition, prospects as well as on the marketability of the Notes. This might also impact on the Group's credit ratings, borrowing costs and access to liquidity.

The Issuer's financial performance is affected by borrower credit quality and general economic conditions, in particular in Italy and Europe

The Issuer monitors credit quality and manages the specific risk of each counterparty and the overall risk of the respective loan portfolios, and the Issuer will continue to do so, but there can be no assurance that such monitoring and risk management will suffice to keep the Issuer's exposure to credit risk at acceptable levels. Any deterioration of the creditworthiness of significant individual customers or counterparties, or of the performance of loans and other receivables, as well as wrong assessments of creditworthiness or country risks may have a material adverse effect on the Issuer's business, financial condition and results of operations.

The high geopolitical instability with particular reference to Eastern Europe, the Middle East and the to the escalating Chinese-Taiwanese tension, but also the introduction of protectionist measures by the US Administration, with repercussions on economic growth, could potentially lead to greater difficulty for customers to honour their debts with repercussions both on the cost of credit and on the growth of NPLs. An increase in the cost of credit could lead to a significant worsening of the profitability and the investment capabilities of the Issuer. Furthermore, following the growth of NPLs it may be necessary to make greater use of sales of impaired loans to reduce their impact, but with strong uncertainty regarding realization prices. In addition, numerous other banks may seek to dispose of these assets, which may result in excess supply and downward price pressure. The Issuer may, therefore, find it difficult to identify buyers for non-performing loans or only find buyers willing to buy at low prices, which may result in adverse consequences for the Issuer's financial condition and results of operations.

Interest rate rises may also have an impact on the demand for mortgages and other loan products. The risk arising from the impact of the economy and business climate on the credit quality of the Group's debtors and counterparties can affect the overall credit quality and the recoverability of loans and amounts due from counterparties.

As discussed above, these risks are exacerbated by concerns over the levels of the public debt of certain Euro-zone countries and their relative weaknesses. A rating downgrade in one of the countries in which the Issuer operates might restrict the availability of funding or increase its cost for individuals and companies at a local level. This might have a material adverse effect on the Issuer's operating results, financial conditions and business outlook.

Governmental and central banks' actions intended to support liquidity may be insufficient or discontinued

In response to the financial markets crisis, the reduced liquidity available to market operators in the industry, the increase of risk premiums, and the capital requirements demanded by investors,

intervention with respect to the level of capitalisation of banking institutions has had to be further increased. In many countries, this has been achieved through support measures for the financial system and direct intervention by governments in the share capital of the banks in different forms. In order to technically permit such government support, financial institutions were required to pledge securities deemed appropriate by different central financial institutions as collateral.

The unavailability of liquidity through such measures or the decrease or discontinuation of such measures by governments and central authorities could result in increased difficulties in procuring liquidity in the market and/or result in higher costs for the procurement of such liquidity, thereby adversely affecting the Group's business, financial condition and results of operations.

The Issuer's financial performance is affected by "systemic risk"

In recent years, the global credit environment has been adversely affected by significant instances of default, and there can be no certainty that such instances will not occur in the future. Concerns about, or a default by, one institution could lead to significant liquidity problems, losses or defaults by other institutions because the commercial soundness of many financial institutions may be closely related as a result of credit, trading, clearing or other relationships between institutions. This risk is sometimes referred to as "systemic risk" and may adversely affect financial intermediaries, such as clearing agencies, clearing houses, banks, securities firms and exchanges with which the Issuer interacts on a daily basis and therefore could adversely affect the Issuer.

Catastrophic events, terrorist attacks and similar events could have a negative impact on the business and results of the Issuer

Catastrophic events, terrorist attacks and similar events, as well as the responses thereto, may create economic and political uncertainties, which could have a negative impact on economic conditions in the regions in which the Issuer operates and, more specifically, on the business and results of the Issuer in ways that cannot be predicted.

The Issuer's success depends on the quality and retention of key personnel

The Issuer's success depends on its ability to attract, train and retain qualified personnel, as well as its ability to retain key members of its management team. The Issuer's current management team (particularly its Chief Executive Officer and certain other key managers) has significant experience in the industries in which it operates and has played a crucial role in its growth and the continued development of its business. The Issuer has invested considerable time and resources in training its personnel and internally developing the skills that are required for the operation of its business and it offers its top management compensation and incentives to help ensure their continued service. However, if the Issuer were to lose significant personnel or if any key member of its management were to terminate his or her relationship with the Issuer and it was not able to find a suitable replacement for such personnel or management in a timely manner, its business, results of operations and financial condition could be negatively affected.

The Issuer relies on the quality and performance of its financial advisors and its ability to recruit and retain them

The Issuer's network of financial advisors is a key component of its distribution channel. Despite the fact that the Issuer seeks to select, recruit and train its financial advisors carefully, also through the creation of professional paths aimed at increasing the market presence of the Issuer and to preside over the generational transition of family bankers, it can provide no assurance that there will not be errors in its assessment of potential candidates or on the effectiveness of its training programs, each of which could result in poor performance by these financial advisors and which could have a negative impact on its customers' experience and its reputation.

The Issuer's ability to recruit and retain financial advisors is a key element in the achievement of its targets for the growth of its network over the next few years. The market for financial advisors is highly competitive, and the Issuer employs several strategies to recruit potential candidates, including offering compensation packages and incentives that are consistent with market standards. Should the Issuer's strategies or the packages it offers be inadequate to meet these recruitment targets, or if the Issuer's competitors were to offer more generous compensation packages to recruit financial advisors (whether in its network or that it may be targeting for recruitment), the Issuer may experience difficulty in recruiting new financial advisors or it may lose financial advisors with significant client portfolios to its competitors.

In addition, the Issuer is also exposed to the risk that, as a banking institution, it may be subject to future regulatory limitations on the compensation of its financial advisors. Such regulations may also impact the Issuer's ability to recruit and retain financial advisors.

Any negative developments concerning the performance of its financial advisors or its ability to recruit and retain them could have a material adverse effect on the Issuer's business, results of operations and financial condition.

Improper acts committed by the Issuer's financial advisors in the course of their professional activities could give rise to liability for the Issuer and/or damage its reputation

The Issuer has been and is the subject of lawsuits that have been brought against it in connection with allegedly improper or illegal activities by its financial advisors, including fraud.

The Issuer has been impleaded as a defendant in these matters, despite the fact that the financial advisors are not employees of the Issuer, because, under Italian law, an intermediary (like the Issuer) that employs the services of a financial advisor is jointly and severally liable for any damage that the financial advisor may cause to clients or third parties arising out of the provision of such services, even if the financial advisor in question is convicted by a criminal court. The Issuer has taken out specific insurance policies to protect against the risk associated with these types of lawsuits and has made provisions for expected liabilities that are not covered by such insurance policies. However, the incurrence of any liability that is not or that is only partially covered by insurance, or not at all, could have a material adverse effect on the Issuer's business, results of operations and financial condition.

Although the Issuer continuously monitors its financial advisors' compliance with applicable laws and its high standards concerning fairness and transparency, its financial advisors may be negligent in the manner in which they distribute the Issuer's products and services or they may willfully engage in fraudulent or illegal activity. As a consequence, in addition to the adverse financial impact that the Issuer may suffer through lawsuits, regulatory authorities may also bring administrative proceedings against it and may apply administrative sanctions, which could include fines or restrictions on its ability to conduct certain aspects of its business.

Any such action could have a material adverse effect on the Issuer's business, results of operations and financial condition. Irrespective of the underlying merits of the claim, the initiation of legal or administrative proceedings against any of the Issuer's financial advisors could also have a material adverse effect on its image and market reputation and, more generally, on the level of trust between the Issuer and its customers. Any such action could have a material adverse effect on the Issuer's business, results of operations and financial condition.

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

The risks below have been classified into the following categories:

Risk related to the structure of a particular issue of Notes

Risks applicable to all Notes

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

Risks applicable to the Subordinated Notes

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

Risks applicable to certain types of Exempt Notes

Risk related to Notes generally

Risks related to the market generally

Risks related to the structure of a particular issue of Notes

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

Risks applicable to all Notes

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

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

The Issuer may 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.

The Issuer may, at its option, redeem Notes for tax reasons in the circumstances described in, and in accordance with, Condition 5.2 (*Redemption for tax reasons*) or, if so specified in the applicable Final Terms, in accordance with Condition 5.4 (*Redemption at the option of the Issuer (Issuer Call)*). If so specified in the applicable Final Terms, the Issuer may also, at its option, redeem Senior Notes or Non-Preferred Senior Notes in the circumstances described in, and in accordance with, Condition 5.6 (*Issuer Call due to MREL Disqualification Event*).

Any redemption of the Senior Notes or Non-Preferred Senior Notes is subject to compliance by the Issuer with any conditions to such redemption prescribed by the then applicable MREL Requirements (including any requirements applicable to such redemption 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). See "*Early redemption and purchase of the Senior Notes and Non-Preferred Senior Notes may be restricted*" below for further information.

If so specified in the form of Final Terms, the Issuer may also, at its option, redeem Subordinated Notes following a change of the regulatory classification of the relevant Subordinated Notes in the circumstances described in, and in accordance with Condition 5.3 (*Redemption for regulatory reasons (Regulatory Call)*).

Any redemption of the Subordinated Notes is subject to the prior approval of the relevant Competent Authority and in accordance with applicable laws and regulations and the relevant Regulatory Capital Requirements, including Articles 77 and 78 of the CRR. See "*Early redemption and purchase of the Subordinated Notes may be restricted*" and "*Regulatory classification of the Subordinated Notes*" below for further information.

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 converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Such a feature to convert the interest basis, and any conversion of the interest basis, may affect the secondary market 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 rates on those Notes and could affect the market value of an investment in the relevant Notes.

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.

Waiver of set-off

As specified in the Terms and Conditions of the Notes, each Noteholder 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 Notes.

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 becomes subject to *Liquidazione Coatta Amministrativa* as defined in the Italian Consolidated Banking Act as set out in Condition 8 (*Events of Default and Enforcement*). Accordingly, other than following the occurrence of an Event of Default, even if the Issuer fails to meet any of its obligations under the Notes, including without limitation the payment of any interest, the Noteholders will not have the right of acceleration in respect of any amount due under the Notes 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 the payment of any such amount. 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.

In the case of Notes which are issued as Green Bonds, Social Bonds or Sustainability Bonds, please also see Risk Factor "*In respect of any Notes issued with a specific use of proceeds, such as a 'Green Bond' or '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 Notes may be subject to loss absorption or any application of the general bail-in tool

The BRRD contemplates that the Subordinated Notes may be subject to non-viability loss absorption, in addition to the application of the general bail-in tool.

For further information please see paragraph 5 (*Regulatory Capital*) under the section entitled "*The Issuer*".

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

Notes issued under the Programme will be 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 Joined Regulation (each as defined in the Terms and Conditions of the Notes). In no circumstance would physical documents of title be issued in respect of the Notes issued in dematerialised form. While the Notes are represented by book entries, investors will be able to trade their beneficial interests only through Monte Titoli and the authorised financial intermediaries holding accounts on behalf of their customers with Monte Titoli. As the Notes are held in dematerialised form with Monte Titoli, investors will have to rely on the procedures of Monte Titoli and the financial intermediaries authorised to hold accounts therewith, for transfer, payment and communication with the Issuer.

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

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

Banca Mediolanum's obligations under Non-Preferred Senior Notes will be unsecured, unsubordinated and non-preferred obligations of the Issuer 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 Senior Notes which are preferred, 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.

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 the provisions of Condition 5.14 (*Conditions to Early*

Redemption and Purchase of Senior Notes and Non-Preferred Senior 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 is or will be excluded fully or partially from the eligible liabilities available to meet the MREL Requirements, subject to as set out in Condition 5.6 (*Issuer Call due to MREL Disqualification Event*). The applicability of the minimum requirements for eligible liabilities is subject to the application, in the EU and in Italy, of the EU regulatory framework as laid down under the BRRD II, SRM II Regulation, CRD V Directive, as amended by the CRD VI, and CRR II, as amended by the CRR III (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, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return*" above.

Also, if at any time an MREL Disqualification Event with regard to Senior Notes or Non-Preferred Senior Notes occurs then the Issuer may, as specified in the risk factor "Senior Notes and Non-Preferred Senior Notes may be subject to modification without Noteholders' consent" below, at any time vary the terms of such Notes so that they remain or, as appropriate, become Qualifying Senior Notes or Qualifying Non-Preferred Senior Notes, as applicable.

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 then applicable MREL Requirements, 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 Competent Authority where applicable from time to time under the applicable laws and regulations. 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:

(a) 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;

(b) 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 Directive or the BRRD II (or, in either case, any relevant provisions of Italian law implementing the CRD V Directive or, as appropriate, the BRRD II) or the CRR II by a margin that the Competent Authority considers necessary; or

(c) 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 Directive for continuing authorisation.

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

Senior Notes and Non-Preferred Senior Notes may be subject to modification without Noteholders' consent

If Variation is specified as being applicable in the circumstances described in paragraphs (i) and/or (ii) below in the relevant Final Terms for any Series of Senior Notes or Non-Preferred Senior Notes then (i) at any time an MREL Disqualification Event, a Tax Event or an Alignment Event occurs and/or as applicable (ii) 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 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 notice periods as may be specified in the relevant Final Terms) to Monte Titoli, the Paying Agent and the holders of the Notes of that Series, at any time vary the terms of Senior Notes or Non-Preferred Senior Notes so that they remain or, as appropriate, become, Qualifying Senior Notes or Qualifying Non-Preferred Senior Notes, as applicable, 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 14 (*Statutory Loss Absorption Powers*), 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 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.

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.

Risks applicable to the Subordinated Notes

An investor in Subordinated Notes assumes an enhanced risk of loss in the event of insolvency of Banca Mediolanum

Banca Mediolanum'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 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 Subordinated Notes may pay a higher rate of interest than comparable Notes which are not subordinated, there is a real risk that an investor in Subordinated Notes will lose all or some of his investment should the Issuer become insolvent.

In no event will holders of Subordinated Notes be able to accelerate the obligations of the Issuer under Subordinated Notes held by them; such holders will have claims only for amounts then due and payable on their Subordinated Notes. After the Issuer has fully paid all deferred interest on any issue of Subordinated Notes and if that issue of Subordinated Notes remains outstanding, future interest payments on that issue of Subordinated Notes will be subject to further deferral.

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 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 Banca Mediolanum 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 Consolidated Banking Act transposing Article 48(7) of the BRRD II. The amended Article 91 of the Italian Consolidated 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.

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 Competent Authority and the Competent Authority granting prior permission to redeem or purchase the relevant Subordinated Notes (in each case subject to, and in accordance with, the then applicable Regulatory Capital Requirements, including Articles 77 and 78 of the 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 5.2 (*Redemption for tax reasons*), 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 5.3 (*Redemption for regulatory reasons (Regulatory Call)*), if there is a change in the regulatory classification of the Subordinated Notes that would be likely to result in their exclusion from "Tier 2" capital at individual or consolidated basis (in whole or in part), provided that, in case of exclusion in part, such exclusion is not as a result of amortisation or any limits on the amount of "Tier 2" capital applicable to the Issuer and, in respect of any redemption of the relevant Subordinated Notes proposed to be made prior to the fifth anniversary of the Issue Date, both of the following conditions are met: (i) the Competent Authority considers such a change to be sufficiently certain and (ii) the Issuer demonstrates to the satisfaction of the Competent Authority that the change in the regulatory classification of the Subordinated Notes was not reasonably foreseeable by the Issuer as at the date of the issue of the relevant Subordinated Notes; 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 classified 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.

Regulatory classification of the Subordinated Notes

The intention of Banca Mediolanum is for Subordinated Notes to qualify on issue as "Tier 2 capital" for regulatory capital purposes.

Although it is Banca Mediolanum's expectation that the Subordinated Notes qualify on issue as "Tier 2 capital", there can be no representation that this is or will remain the case during the life of such Subordinated Notes. If there is a change in the regulatory classification of the Subordinated

Notes that would be likely to result in their exclusion from "Tier 2 capital" and, in respect of any redemption of the relevant Subordinated Notes proposed to be made prior to the fifth anniversary of their Issue Date, both of the following conditions are met: (i) the Competent Authority (as defined in Condition 5.15 (*Conditions to Early Redemption and Purchase of Subordinated Notes*)) considers such a change to be reasonably certain and (ii) Banca Mediolanum demonstrates to the satisfaction of the Competent Authority that the change in the regulatory classification of the Subordinated Notes was not reasonably foreseeable by Banca Mediolanum as at the date of the issue of the relevant Subordinated Notes, Banca Mediolanum will (if so specified in the form of Final Terms) have the right to redeem the Subordinated Notes in accordance with Condition 5.3 (*Redemption for regulatory reasons (Regulatory Call)*), subject to, *inter alia*, the prior approval of the relevant Competent Authority and in accordance with the then applicable Regulatory Capital Requirements and laws and regulations, including Articles 77 and 78 of the CRR. There can be no assurance that holders of such Subordinated Notes will be able to reinvest the amounts received upon redemption at a rate that will provide the same rate of return as their investments in the relevant Notes, as the case may be. In addition, the occurrence of such event could result in a decrease in the market price of the Notes.

Also, under certain circumstances, the Issuer may, as specified in the risk factor "*Subordinated Notes may be subject to modification without Noteholders' consent*" below, at any time vary the terms of such Notes so that they remain or, as appropriate, become Qualifying Subordinated Notes.

Subordinated Notes may be subject to modification without Noteholders' consent

If Variation is specified as being applicable in the circumstances described in paragraphs (i) and/or (ii) below in the relevant Final Terms, for any Series of Subordinated Notes then (i) at any time a Regulatory Event, a Tax Event or an Alignment Event occurs and/or as applicable (ii) in order to ensure the effectiveness and enforceability of Condition 14 (*Statutory Loss Absorption Powers*) for any Series of Subordinated 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 form of Final Terms) to Monte Titoli, the Paying Agent and the holders of the Notes of that Series, at any time, vary the terms of 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 14 (*Statutory Loss Absorption Powers*), have terms not materially less favourable to the Noteholders (as reasonably determined by the Issuer) than the terms of the relevant Subordinated Notes. However, no assurance can be given as to whether any of these changes will negatively affect any particular Noteholder. 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.

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.

Risks applicable to certain types of Exempt Notes

There are particular risks associated with an investment in certain types of Exempt Notes, such as Index Linked Notes and Dual Currency Notes. In particular, an investor might receive less interest than expected or no interest in respect of such Notes and may lose some or all of the principal amount invested by it.

The Issuer may issue Notes with principal or interest determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates or other factors (each, a **Relevant Factor**). In addition, the Issuer may issue Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. Potential investors should be aware that:

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

(ii) they may receive no interest;

(iii) payment of principal or interest may occur at a different time or in a different currency than expected;

(iv) they may lose all or a substantial portion of their principal;

(v) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;

(vi) if a Relevant Factor is applied to Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable likely will be magnified; and

(vii) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.

The historical experience of an index or other Relevant Factor should not be viewed as an indication of the future performance of such Relevant Factor during the term of any Notes. Accordingly, each potential investor should consult its own financial and legal advisers about the risk entailed by an investment in any Notes linked to a Relevant Factor and the suitability of such Notes in light of its particular circumstances.

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 its 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.

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.

Risks related to Notes generally

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

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

The conditions of the 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.

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

The Terms and Conditions 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.

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

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

In respect of any Notes issued with a specific use of proceeds, such as a 'Green Bond' or '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

If so specified in the relevant Final Terms, the Issuer may issue Notes under the Programme described as Green Bonds, Social Bonds and Sustainability Bonds (each as defined in the "*Use of Proceeds*" section of this Base Prospectus) in accordance with the Issuer's Green, Social and Sustainability Bond

Framework (as defined in the "*Use of Proceeds*" section of this Base Prospectus) 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**)).

No assurance is given by the Issuer, the Arranger, any Dealer or any other person that the use of such proceeds for any Eligible Green Assets, Eligible Social Assets and/or Eligible Sustainable Assets will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations 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 Eligible Green Assets, Eligible Social Assets and/or Eligible Sustainable Assets. Neither the Arranger nor any Dealer shall be responsible for the ongoing monitoring of the use of proceeds in respect of any such Notes. Prospective investors should consult with their legal and other advisers before making an investment in any such Notes and must determine for themselves the relevance of the information set out in this Base Prospectus and the applicable Final Terms for the purpose of any investment in such Notes together with any other investigation such investor deems necessary.

It should be noted that the definition (legal, regulatory or otherwise) of, or market consensus as to what constitutes or may be classified, respectively, as "green", "social", "sustainable" or equivalently-labelled project or investment that may finance such project is evolving. No assurance can be given that a clear definition, consensus or label will develop over time or that, if it does, any Green Bonds, Social Bonds, or Sustainability Bonds will comply with such definition, market consensus or label. In addition, no assurance can be given by the Issuer, the Arranger, the Dealer or any of their respective affiliates (including parent companies) or any other person to investors that any Green Bonds, Social Bonds, or Sustainability Bonds will comply with any present or future standards or requirements regarding any "green", "social", "sustainable" or other equivalently-labelled performance objectives, including 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 investment (including the supplemental delegated regulations thereto) (the **EU Taxonomy Regulation**), and, accordingly, the status of any Notes as being "green", "social", "sustainable" (or equivalent) could be withdrawn at any time.

Any Green Bonds will not be compliant with Regulation (EU) 2023/2631 (the **EuGB Regulation**) and are only intended to comply with the requirements and processes in the Green, Social and Sustainability Bond Framework. It is not clear if the establishment under the EuGB Regulation of the "European Green Bond" or "EuGB" label and the optional disclosures regime for bonds issued as "environmentally sustainable" could have an impact on investor demand for, and pricing of, green use of proceeds bonds that do not comply with the requirements of the "EuGB" label or the optional disclosures regime, such as the Green Bonds. It could result in reduced liquidity or lower demand or could otherwise affect the market price of any Green Bonds that do not comply with those standards proposed under the EuGB Regulation.

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 ICMA's GBP and/or the ICMA's SBP and/or the ICMA's SBG and/or the EU framework standard. Such changes may have a negative impact on the market value and the liquidity of any Green Bond, Social Bond or Sustainability Bond issued prior to their implementation.

Furthermore, it should be noted that in connection with the issue of Green Bonds, Social Bonds and Sustainability Bonds, the Issuer may request a sustainability rating agency or sustainability consulting firm to issue a second-party opinion confirming that the relevant green and/or social and/or sustainable project, as the case may be have been defined in accordance with the broad categorisation of eligibility for green, social and sustainable projects set out in the GBP, the SBP and the SBG and/or a second-

party opinion regarding the suitability of the Notes as an investment in connection with certain environmental, sustainability or social projects (any such second-party opinion, a **Second-party Opinion**). A Second-party Opinion may not reflect the potential impact of all risks related to the structure, market, additional risk factors discussed above and other factors that may affect the value of the Notes or the projects financed or refinanced toward an amount corresponding the net proceeds of the relevant issue of Green Bonds, Social Bonds or Sustainability Bonds. A Second-party Opinion would not constitute a recommendation to buy, sell or hold the relevant Green Bonds or Social Bonds or Sustainability Bonds and would only be current as of the date it is released. In addition, no assurance or representation is given by the Issuer, the Arranger, any Dealer or any other person as to the suitability or reliability for any purpose whatsoever of any Second-party Opinion, 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 eligible projects to fulfil any environmental, social, sustainability and/or other criteria. Any such Second-party Opinion is not, nor shall be deemed to be, incorporated in and/or form part of this Base Prospectus.

A withdrawal of the Second-party Opinion may affect the value of such Green Bonds, Social Bonds or Sustainability Bonds and/or may have consequences for certain investors with portfolio mandates to invest in green or social or sustainable assets. The withdrawal of any report, assessment, opinion or certification as described above, or any such Second-party Opinion attesting that the Issuer is not complying in whole or in part with any matters for which such Second-party Opinion is reporting, assessing, 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 have a material adverse effect on the value of Green Bonds, Social Bonds or Sustainability Bonds and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

In the event that any Green Bond, Social Bond or Sustainability Bond are listed or admitted to trading on any dedicated "green", "environmental", "social" or "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 Arranger, 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. Furthermore, the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another.

While it is the intention of the Issuer to apply an amount equivalent to the proceeds of Social Bonds, Green Bonds or Sustainability Bonds in, or substantially in, the manner described in the applicable Final Terms, there can be no assurance that the green, social or sustainable projects (either resulting from the original application of the proceeds of the Notes or a subsequent reallocation of such proceeds), as the case may be, will be capable of being implemented in or substantially in such manner and/or in accordance with any timing schedule and that accordingly the proceeds of the relevant Green Bonds, Social Bonds or Sustainability Bonds will be totally or partially disbursed for such projects. Nor can there be any assurance that (i) such green, social or sustainable projects will be completed within any specified period or at all, (ii) with the results or outcome as originally expected or anticipated by the Issuer or (iii) the originally designated green project or social project or sustainable project (or any project(s) resulting from any subsequent reallocation of some or all of the proceeds of the relevant Green Bonds, Social Bonds or Sustainability Bonds) will not be the potentially or actual disqualified as such. Any such event or failure by the Issuer (including to comply with its reporting obligations or to obtain any assessment, opinion or certification, including the Second-party Opinion in relation to Green Bonds, Social Bonds or Sustainability Bonds), any actual or potential maturity mismatch between the green, social or sustainable asset(s) towards which proceeds of the Notes may have been applied and the relevant Notes or if any other risk(s) set out or contemplated by this risk factor with respect to Green Bonds, Social Bonds or Sustainability Bonds are realised, such occurrence will not, with respect to any

Notes (including for the avoidance of doubt, any Senior Notes, Non-Preferred Senior Notes or Subordinated Notes), (i) give rise to any claim of a Noteholder against the Issuer; (ii) constitute an event of default under the relevant Notes or a breach or violation of any term of the relevant Notes, or constitute a default by the Issuer for any other purpose, or permit any Noteholder to accelerate the Notes or take any other enforcement action against the Issuer; (iii) lead to a right or an obligation of the Issuer to redeem such Notes or be a relevant factor for the Issuer in determining whether or not to exercise any optional redemption rights in respect of any Notes or give any Noteholder the right to require redemption of its Notes; (iv) affect the qualification of such Notes as Senior Notes, Non-Preferred Senior Notes, Subordinated Notes, *strumenti di debito chirografario di secondo livello*, Tier II Capital or as eligible liabilities instruments or impact any of the features of such Notes, including (without limitation, as applicable) features relating to ranking, permanence, loss absorption and/or flexibility of payments (as applicable); (v) prevent the applicability of the Bail-in Power (or any other provision of the Regulatory Capital Requirements or any other provision of the applicable regulations); (vi) result in any step-up or increased payments of interest, principal or any other amounts, as applicable in respect of any Notes, or (vii) have any impact on the status of the Notes. Neither the proceeds of any Green Bonds, Social Bonds or Sustainability Bonds nor any amount equal to such proceeds or asset financed with such proceeds will be segregated by the Issuer from its capital and other assets. 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. Therefore, for the avoidance of doubt, payments of principal and interest and the operation of any other features (as the case may be) on the relevant Green Bonds, Social Bonds or Sustainability Bonds shall not depend on the performance of the relevant project nor have any preferred or any other right against the green, social or sustainable assets towards which proceeds of the Notes are to be applied.

Any such event or failure to apply the proceeds of the issue of the Notes for any green, social or sustainable projects as aforesaid may have a material adverse effect on the value of the Notes and/or result in adverse consequences for, amongst others, investors with portfolio mandates to invest in securities to be used for a particular purpose.

In addition, Green Bonds, Social Bonds or Sustainability Bonds may also qualify as own funds or eligible liabilities. Green Bonds, Social Bonds or Sustainability Bonds, as any other Notes, will be fully subject to the application of CRR eligibility criteria and BRRD requirements for own funds and eligible liabilities instruments and, as such, an amount equal to the proceeds from Green Bonds, Social Bonds or Sustainability Bonds qualifying as own funds or eligible liabilities should cover all losses in the balance sheet of the Issuer regardless of their "green", "social" or "sustainable" or such other equivalent label. The fact that Notes which qualify as own funds or eligible liabilities (which may include, for the avoidance of doubt, Senior Notes, Non-Preferred Senior Notes and Subordinated Notes) are also Green Bonds, Social Bonds or Sustainability Bonds shall not impact (i) any of the features of such Notes, including (without limitation, as applicable) features relating to ranking, permanence, loss absorption and/or flexibility of payments or enhance the performance of the relevant Notes in any way, (ii) the availability of the Notes (or the proceeds thereof) to absorb all losses (whether or not related to any green, social or sustainable assets towards which proceeds of the relevant Notes may have been applied or, if relevant, reallocated) in accordance with their terms (if applicable) or the Regulatory Capital Requirements or the applicable regulations, (iii) the relevant CRR eligibility criteria applicable to the qualification of the relevant Notes as own funds or eligible liabilities (as appropriate) or applicability of the relevant BRRD requirements for own funds and eligible liabilities or (iv) the risks related to the qualification of such Notes as own funds or eligible liabilities (as appropriate). The fact that such Notes are designated as Green Bonds, Social Bonds or Sustainability Bonds does not provide their holders with any priority compared to other Notes and such Notes will be subject to the same risks relating to their level of subordination and the enforcement rights of the holders of the Notes will be equally extremely limited. Among the risks applicable to the Issuer's Notes, the Issuer's Green Bonds, Social Bonds or Sustainability Bonds may be subject to mandatory write-down or conversion to equity in the event a resolution procedure is initiated in respect of the Banca Mediolanum Group (including the

Issuer) and, with respect to Green Bonds, Social Bonds or Sustainability Bonds qualifying as "Tier 2 capital", even before the commencement of any such procedure if certain conditions are met, in which cases the fact that such Notes are designated as Green Bonds, Social Bonds or Sustainability Bonds does not provide their holders with any priority compared to other Notes, nor is their level of subordination affected by such designation.

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

Each prospective investor should have regard to the factors described in the Issuer's Green, Social and Sustainability Bond Framework and the relevant information contained in this Base Prospectus and seek advice from their independent financial adviser or other professional adviser regarding its purchase of any Green Bonds, Social Bonds or Sustainability Bonds before deciding to invest.

No-gross up on withholding tax

The Notes may be subject to withholding taxes in circumstances where the Issuer is not obliged to make gross up payments and this would result in holders receiving less interest than expected and could significantly adversely affect their return on the Notes.

Tax changes may affect the tax treatment of the Notes

Law No. 111 of 9 August 2023, published in the Official Gazette No. 189 of 14 August 2023, as lastly amended by Law No. 120 of 8 August 2025 (**Law 111**), delegates power to the Italian government to enact, within thirty-six months from its publication, one or more legislative decrees implementing the reform of the Italian tax system (the **Tax Reform**).

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

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

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

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

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 the Euro Interbank Offered Rate (**EURIBOR**)) are the subject of recent national and international regulatory guidance and reform aimed at supporting the transition to robust benchmarks. Most reforms have now reached their planned conclusion (including the transition away from LIBOR), and "benchmarks" remain subject to ongoing

monitoring. 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 linked to or referencing such a benchmark.

Regulation (EU) 2016/1011 (the **EU Benchmarks Regulation**) applies, subject to certain transitional provisions, to the provision of in-scope "benchmarks", the contribution of input data to an in-scope "benchmark" and the use of an in-scope "benchmark" within the EU and 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 (such as the Issuer) of in-scope "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 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 which is in-scope of one or both regulations, 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 relevant 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.

On 19 May 2025, Regulation (EU) 2025/914 of 7 May 2025 amending the EU Benchmarks Regulation was published in the Official Journal of the European Union. The amending regulation introduces changes concerning, *inter alia*, the scope of the rules applicable to benchmarks, the use within the EU of benchmarks provided by administrators located in third countries, and certain reporting requirements. Regulation (EU) 2025/914 entered into force on 8 June 2025 and will apply from 1 January 2026.

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 benchmarks, 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 such Notes linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark.

Investors should be aware that, if 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 relevant EURIBOR rate is to be determined under the Terms and Conditions, this may result in the effective application of a fixed rate based on the rate which applied in the previous period when the relevant 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 relevant EURIBOR.

The "*Terms and Conditions of the 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 of the Notes*" 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 3.4 (*Benchmark Discontinuation*).

Any such consequences could have an 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.

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:

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 its Notes

Notes may have no established trading market when issued, and one may never develop. If a market for the Notes 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 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.

If an investor holds Notes which are not denominated in the investor's home currency, it will be exposed to movements in exchange rates adversely affecting the value of its holding. In addition, the

imposition of exchange controls in relation to any Notes could result in an investor not receiving payments on those Notes

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

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

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

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

One or more independent credit rating agencies may assign credit ratings to the Issuer or the Notes. The ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Notes. The expected ratings of the Notes are set out in the relevant Final Terms for each Tranche of Notes. Whether or not a rating in relation to any Notes will be treated as having been issued or endorsed by a credit rating agency established in the European Union or in the UK and registered under the CRA Regulation will be disclosed in the relevant Final Terms.

Any rating agency may lower its rating or withdraw its rating if, in the sole judgment of the rating agency, the credit quality of the Notes has declined or is in question. If any rating assigned to the Notes is suspended, lowered or withdrawn for any reason, no person or entity is obliged to provide any additional support or credit enhancement with respect to the Notes. As a result, the market value of the Notes may reduce.

Any 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 registered rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances).

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

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

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

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 information which has previously been published shall be incorporated by reference in, and form part of, this Base Prospectus:

(a) the information set out on the following pages of the annual report of the Issuer for the financial year ended on 31 December 2024, including (i) the English translation of the audited consolidated financial statements of the Issuer for the financial year ended on 31 December 2024, (ii) the English translation of the consolidated sustainability statement in respect of the year ended on 31 December 2024, and (iii) the English translation of the independent auditor's limited assurance report on the consolidated sustainability statement in respect of the year ended on 31 December 2024, which is available at https://www.bancamediolanum.it/static-assets/documenti/file/en/2025/06/26/Gruppo_Mediolanum_Bilancio_311224_ENG.pdf :

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Independent auditor's limited assurance report on the consolidated sustainability statement	Pages	717-720[2]

(b) the information set out on the following pages of the annual report of the Issuer for the financial year ended on 31 December 2023, including the English translation of the audited consolidated financial statements of the Issuer for the financial year ended on 31 December 2023, which is available at https://www.bancamediolanum.it/static-assets/documenti/file/en/2024/07/18/Banca%20Mediolanum_Relazione_Finanziaria_annuale_31_dicembre%202023_ENG.pdf:

[1] Please note that these pages refer to the PDF pages of the document.
[2] Please note that these pages refer to the PDF pages of the document.

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(c) the information set out on the following pages of the interim report of the Issuer for the six months ended on 30 June 2025, including the English translation of the unaudited condensed consolidated half-year financial statements of the Issuer as at and for the six months ended on 30 June 2025, which is available at https://www.bancamediolanum.it/static-assets/documenti/file/en/2025/09/09/RelazioneSemestraleConsolidataBancaMedal30062025_EN.pdf:

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(d) the terms and conditions of the Notes contained on pages 111 to 172 (inclusive) of the Base Prospectus dated 25 July 2024 available at: https://www.bancamediolanum.it/static-assets/documents/investor/ProspettoEMTN.pdf.

The information contained in the documents that is not included in the cross-reference are either not relevant for the investors or covered elsewhere in the Base Prospectus.

Following the publication of this Base Prospectus a supplement may be prepared by the Issuer and approved by the CSSF in accordance with Article 23 of the Prospectus Regulation. Statements contained in any such supplement (or contained in any information incorporated by reference therein) shall, to the extent applicable, be deemed to modify or supersede statements contained in this Base Prospectus or in information which is incorporated by reference in this Base Prospectus. Any statement

[3] Please note that these pages refer to the PDF pages of the document.

so modified or superseded shall not, except as so modified or superseded, constitute a part of this 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, except where that information has been incorporated by reference into this Base Prospectus. Other than the information incorporated by reference, the content of these websites has not been scrutinised or approved by the competent authority.

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

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 will be issued as specified in the applicable Final Terms.

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

The Notes will at all times be held in book entry form and title to the Notes will be evidenced by book entries pursuant to the relevant provisions of the Financial Services Act and in accordance with the CONSOB and Bank of Italy Joined Regulation. The Noteholders of Notes may not require physical delivery of the 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 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

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 have a denomination of €100,000 (or its equivalent in any other currency) or more.

[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**); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, 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.][4]

[PROHIBITION OF SALES TO UK RETAIL INVESTORS - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (**UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the **FSMA**) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.][5]

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

[UK MIFIR product governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in

[4] 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".

[5] Legend to be included on the 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".

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 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.]

[*Date*]

BANCA MEDIOLANUM S.p.A.

Legal entity identifier (LEI): 7LVZJ6XRIE7VNZ4UBX81

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the €1,000,000,000
Euro Medium Term Note Programme

PART A – CONTRACTUAL TERMS

[Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes (the **Conditions**) set forth in the Base Prospectus dated 8 October 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 has been published on the website of the Luxembourg Stock Exchange (*www.luxse.com*).]

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

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 25 July 2024, which Conditions are incorporated by reference in the Base Prospectus dated 8 October 2025 [and the supplement[s] to it dated [*date*] [and [*date*]]. 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 8 October 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 has been published on the website of the Luxembourg Stock Exchange (*www.luxse.com*).]

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

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

1.	(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 [*Provide issue amount/ISIN/maturity date/issue date of earlier Tranches*] on [the Issue Date/*insert date*][Not Applicable] (*delete this paragraph if Not Applicable)*
2.	Specified Currency or Currencies:		[ ]
3.	Aggregate Nominal Amount:		
	(a)	Series:	[ ]
	(b)	Tranche:	[ ]
4.	Issue Price:		[ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*if applicable*)]
5.	(a)	Specified Denominations:	[ ] *(N.B. Senior Notes must have a minimum denomination of at least €100,000 (or equivalent). In the case of Non-Preferred Senior Notes, Notes must have a minimum denomination of at least €150,000 (or equivalent). In the case of Subordinated Notes, Notes must have a minimum denomination of at least €200,000 (or equivalent)).* *(Note – where multiple denominations above [€100,000] or equivalent are being used the following sample wording should be followed:* *"[€100,000] and integral multiples of [€1,000] in excess thereof.")* *(Note – where multiple denominations above [€150,000] or equivalent are being used the following sample wording should be followed:* *"[€150,000] and integral multiples of [€1,000] in excess thereof.")* *(Note – where multiple denominations above [€200,000] or equivalent are being used the following sample wording should be followed:*

			"[€200,000] and integral multiples of [€1,000] in excess thereof.")
	(b)	Calculation Amount:	[ ] *(If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*
6.	(a)	Issue Date:	[ ]
	(b)	Interest Commencement Date:	[*specify*/Issue Date/Not Applicable] (*N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.*)
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 the Issuer, 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:	[Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [ ] per cent. of their nominal amount[6]]/[[●] in case of Zero Coupon Notes]]
10.		Change of Interest Basis:	[*Specify the date when any fixed to floating rate or vice versa change occurs or cross refer to*

[6] Redemption shall occur at at least 100% of the par value

			paragraphs 13 and 15 below and identify there] [Not Applicable]
11.	Put/Call Options:		[Issuer Call] [Regulatory Call] (*N.B. Only relevant in the case of Subordinated Notes*) [Issuer Call due to MREL Disqualification Event] (*N.B. Only relevant in the case of Senior Notes or Non-Preferred Senior Notes*) [Investor Put] (*N.B. Only relevant in the case of Senior Notes or Non-Preferred Senior Notes*) [Issuer Call – Clean-Up Redemption Option] [(see paragraph [19]/[20]/[21]/[22]/[23] below)] [Not Applicable]
12.	(a)	Status of the Notes:	[Senior/Non-Preferred Senior/Subordinated] Notes
	(b)	[Date [Board] approval for issuance of Notes obtained:	[ ] [and [ ], respectively] (*N.B. Only relevant 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 subparagraphs of this paragraph*)
	(a)	Rate(s) of Interest:	[ ] per cent. per annum payable in arrear on each Interest Payment Date
	(b)	Interest Payment Date(s):	[ ] in each year commencing on [ ] 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 falling [in/on] [ ]][Not Applicable]

	(d)	Broken Amount(s):	[[ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ]][Not Applicable]
	(e)	Day Count Fraction:	[30/360] [Actual/Actual (ICMA)]
	(f)	Determination Date(s):	[[ ] in each year][Not Applicable] (*Only relevant where Day Count Fraction is Actual/Actual (ICMA). In such a case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon)*
14.	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)	Reset Reference Rate Conversion:	[Applicable/Not Applicable]
	(o)	Original Reset Reference Rate Payment Basis:	[Annual/Semi-annual/Quarterly/Monthly/Not Applicable]
	(p)	Determination Dates:	[ ] in each year
	(q)	Business Centre(s):	[ ]
	(r)	Calculation Agent:	[Paying Agent/[ ]]
15.	Floating Rate Note Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	(a)	Specified Period(s)/Specified Interest Payment Dates:	[ ] [, subject to adjustment in accordance with the Business Day Convention set out in paragraph (b) below/, not subject to adjustment, as the Business Day Convention in paragraph (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][Not Applicable]
	(c)	Additional Business Centre(s):	[ ]
	(d)	Party responsible for calculating the Rate of Interest and Interest Amount (if not the Paying Agent):	[[ ] (the **Calculation Agent**)/Not Applicable]
	(e)	Screen Rate Determination:	
		• Reference Rate:	[•] month EURIBOR
		• Interest Determination Date(s):	[•] *(Second day on which the T2 is open prior to the start of each Interest Period)*
		• Relevant Screen Page:	[ ] *(If not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)*
	(f)	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*)]
	(g)	Margin(s):	[+/-] [ ] per cent. per annum
	(h)	Minimum Rate of Interest:	[ ] per cent. per annum
	(i)	Maximum Rate of Interest:	[ ] per cent. per annum
	(j)	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)]
16.	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)	Day Count Fraction in relation to Early Redemption Amounts:	[30/360] [Actual/360] [Actual/365]
17.	Change of Interest Basis Provisions:		[Applicable]/[Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)* *(To be completed in addition to paragraphs 13 and 15 (as appropriate) if any fixed to floating or fixed reset rate change occurs)*
	–	Switch Option:	[*Applicable – [specify details of the change(s) in Interest Basis and the relevant Interest Periods to which the change(s) in Interest Basis applies*]/[Not Applicable] (*The Issuer must give notice of the exercise of the Switch Option to Noteholders in accordance with Condition 10 (Notices) on or prior to the relevant Switch Option Expiry Date*)
	–	Switch Option Expiry Date:	[ ]
	–	Switch Option Effective Date:	[ ]

PROVISIONS RELATING TO REDEMPTION

18.	Notice periods for Condition 5.2 (*Redemption for tax reasons*):		Minimum period: [30] days Maximum period: [60] days
19.	Issuer Call:		[Applicable/Not Applicable] *(If not applicable, delete the remaining subparagraphs of this paragraph)*
	(a)	Optional Redemption Date(s):	[ ]
	(b)	Optional Redemption Amount:	[[ ] per Calculation Amount][Make-whole Amount] [*Set out appropriate variable details in this pro forma, for example reference obligation*]
	(c)	Reference Bond:	[Insert applicable Reference Bond/FA Selected Bond]
	(d)	Quotation Time:	[11.00 a.m. [London/*specify other*] time]
	(e)	Redemption Margin:	[[ ] per cent./Not Applicable]
	(f)	If redeemable in part:	
		– Minimum Redemption Amount:	[ ]
		– Maximum Redemption Amount:	[ ]
	(g)	Notice periods:	Minimum period: [15] days Maximum period: [30] days (*N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems* (*which require a minimum of 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 Paying Agent*)
20.	Regulatory Call:		[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)*

			(N.B. Only relevant in the case of Subordinated Notes)
	(a)	Early Redemption Amount payable on redemption for regulatory reasons (in the case of Subordinated Notes only and subject to the prior approval of the relevant Competent Authority, as applicable, and in accordance with applicable laws and regulations, including Articles 77(b) and 78 of the CRR) as contemplated by Condition 5.3 (*Redemption for regulatory reasons (Regulatory Call)*) and/or the method of calculating the same (if required or if different from that set out in Condition 5.8 (*Early Redemption Amounts*):	[[ ] per Calculation Amount/as set out in Condition 5.8 (*Early Redemption Amounts*)]
21.	Issuer Call due to MREL Disqualification Event:		[Applicable]/[Not Applicable] *(Only relevant in the case of Senior Notes or Non-Preferred Senior Notes)*
	(a)	Early Redemption Amount:	[[ ] per Calculation Amount/as set out in Condition 5.8 (*Early Redemption Amounts*)]
22.	Investor Put:		[Applicable]/[Not Applicable] *(Only relevant in the case of Senior Notes or Non-Preferred Senior Notes)* *(If not applicable, delete the remaining subparagraphs of this paragraph)*
	(a)	Optional Redemption Date(s):	[ ]
	(b)	Optional Redemption Amount:	[ ] per Calculation Amount *(NB: If the Optional Redemption Amount is other than a specified amount per Calculation Amount, the Notes will need to be Exempt Notes)*
	(c)	Notice periods:	Minimum period: [15] days Maximum period: [30] days *(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems*

			(which require a minimum of 15 clearing system business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Paying Agent)
23.	Clean-up Call Option:		[Applicable]/[Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(a)	Clean-up Call Percentage:	[75 per cent. / [●] per cent]
	(b)	Clean-Up Redemption Amount:	[●]
24.	Final Redemption Amount:		[ ] per Calculation Amount
25.	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 20 (*Regulatory Call*)] *(Delete this cross-reference unless the Notes are Subordinated Notes and the Regulatory Call is applicable)*

GENERAL PROVISIONS APPLICABLE TO THE NOTES

26.	Additional Financial Centre(s):		[Not Applicable]/[●] (*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(c) relates*)
27.	Variation:		[Not Applicable]/[Applicable] / [Applicable [only] [in relation to a MREL Disqualification Event, a Tax Event or an Alignment Event (*Only relevant in the case of Senior Notes or Non-Preferred Senior Notes*)/a Regulatory Event, a Tax Event or an Alignment Event (*Only relevant in the case of Subordinated Notes*)][and]/[in order to ensure the effectiveness and enforceability of Condition 14 (*Statutory Loss Absorption Powers*)]
	(a)	Notice Period:	[ ]

[THIRD PARTY INFORMATION

[[*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 Mediolanum 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 [*specify (i) relevant regulated market (for example the Bourse de Luxembourg or the MOT (Mercato Telematico Obbligazionario) and also any third country market, SME growth market or MTF, and (ii) if relevant, listing on an official list (for example, the official list of Borsa Italiana)*] 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 [specify *(i) relevant regulated market (for example the Bourse de Luxembourg or the MOT (Mercato Telematico Obbligazionario) and also any third country market, SME growth market or MTF, and (ii) if relevant, listing on an official list (for example, the official list of Borsa Italiana)*] with effect from [ ].] (Where documenting a fungible issue need to indicate that original Notes are already admitted to trading.)
(ii)	Estimate of total expenses in relation to admission to trading:	[ ]

2. RATINGS

[The Notes to be issued [[have been]/[are expected]] to be rated]/[The following ratings assigned to the Notes of this type issued under the Programme generally:][Not applicable]

[insert details] by [insert the legal name of the relevant credit rating agency entity(ies) and associated defined terms].

[●] *(Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider)*

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

[Each of [defined terms] / [●] is established in the European Union and is registered under Regulation (EC) No 1060/2009 (as amended, the

CRA Regulation) as set out in the list of credit rating agencies registered in accordance with the CRA Regulation published on the website of the European Securities and Markets Authority pursuant to the CRA Regulation (for more information please visit the European Securities and Markets Authority webpage) on its website (at http://www.esma.europa.eu/page/List-registered-and-certified-CRAs) / [●] is established in the UK and is registered under Regulation (EC) No 1060/2009 as amended, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended from time to time, the **UK CRA Regulation**)] / [have not been issued or endorsed by any credit rating agency which is established in the European Union and registered under Regulation (EC) No 1060/2009 (as amended, the **CRA Regulation**) / have not been issued or endorsed by any credit rating agency which is established in the UK and registered under Regulation (EC) No 1060/2009 as amended, as it forms part of domestic law of the United Kingdom by virtue of the European Union (Withdrawal) Act 2018 (as amended from time to time, the **UK CRA Regulation**)].

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

3. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

(i) Reasons for the offer:

[General funding purposes of the Banca Mediolanum Group] / [The net proceeds from the issue of the Notes will be used to finance or refinance Eligible Green Assets, Eligible Social Assets or Eligible Sustainable Assets (as defined in the "*Use of Proceeds*" section)] / [●].

(If the Notes are denominated "Green Bonds", "Social Bonds" or "Sustainability Bonds" describe the relevant Eligible Green Assets*, Eligible Social* Assets *or Eligible Sustainable* Assets *to which the net proceeds of the Notes will be applied or make reference to the relevant bond framework to which the net proceeds of the Notes will be applied.)*

(Applicable only in the case of securities to be classified as "Green Bonds", "Social Bonds" or "Sustainability Bonds". If not applicable, delete this paragraph.)

[Further details on [Eligible Green Assets]/[Eligible Social Assets]/[Eligible Sustainable Assets] are included in the Green, Social and Sustainability Bond Framework, that will be made available, [together with the Second Party Opinion,] on the Issuer's website at https://www.bancamediolanum.it/corporate/investors/fixed-income]

(See "Use of Proceeds" wording in Base Prospectus)

(ii) Estimated net proceeds: [ ]

4. 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.)*]

5. YIELD (Fixed Rate Notes only)

Indication of yield: [[·]/[Not applicable]]

6. OPERATIONAL INFORMATION

(i) ISIN: [·]

(ii) Common Code: [·] [Not Applicable]

(iii) CFI: [[*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: [[*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 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) (if any):	[ ]/[Not applicable]
(viii)	Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes/No] [Note that the designation "yes" simply means that the Notes are intended upon issue to be settled through Monte Titoli and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria] / [No. Whilst the designation is specified as "no" at the date of these Final Terms, the Eurosystem eligibility criteria could be amended in the future such that the Notes are capable of meeting them. 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.]

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 not applicable
(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 in the EEA, "Not Applicable" should be*

		specified. If the Notes may constitute "packaged" products and no key information document will be prepared in the EEA, "Applicable" should be specified).
(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)	Prohibition of Sales to Belgian Consumers:	[Applicable/Not Applicable]

APPLICABLE PRICING SUPPLEMENT

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.

[**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**); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended 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.][7]

[PROHIBITION OF SALES TO UK RETAIL INVESTORS - The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (**UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**); (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the **FSMA**) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.][8]

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

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.

[Date]

BANCA MEDIOLANUM S.p.A.

Legal entity identifier (LEI): 7LVZJ6XRIE7VNZ4UBX81

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

[7] 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".

[8] Legend to be included on the front of the Pricing Supplement 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".

under the €1,000,000,000
Euro Medium Term Note Programme

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.][9]

This document constitutes the Pricing Supplement for the Notes described herein. This document must be read in conjunction with the base prospectus dated 8 October 2025 [and the supplement[s] to it dated [*date*] [and [*date*]] (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 will be published on the website of the Luxembourg Stock Exchange (www.luxse.com).

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the **Conditions**) set forth in the Base Prospectus [dated 25 July 2024 [and the supplement[s] dated [*date*] [and [*date*]]] which are incorporated by reference in the Base Prospectus].][10]

[*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)	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 [*identify earlier Tranches*] on [the Issue Date/*insert date*][Not Applicable]] (*delete this paragraph if Not Applicable)*
2.	Specified Currency or Currencies:		[ ]
3.	Aggregate Nominal Amount:		
	(a)	Series:	[ ]
	(b)	Tranche:	[ ]
4.	Issue Price:		[ ] per cent. of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*if applicable*)]

[9] Include relevant legend wording here for the [EEA][and][UK] if the "Prohibition of Sales" legend and related selling restriction for that regime are not included/not specified to be "Applicable" (because the Notes do not constitute "packaged" products, or a key information document will be prepared, under that regime).

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

5.	(a)	Specified Denominations:	[ ] *(N.B. Senior Notes must have a minimum denomination of at least €100,000 (or equivalent). In the case of Non-Preferred Senior Notes, Notes must have a minimum denomination of at least €150,000 (or equivalent). In the case of Subordinated Notes, Notes must have a minimum denomination of at least €200,000 (or equivalent)).*
	(b)	Calculation Amount:	[ ] *(If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)*
6.	(a)	Issue Date:	[ ]
	(b)	Interest Commencement Date:	[*specify*/Issue Date/Not Applicable] *(N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.)*
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 the Issuer, 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] [[*specify Reference Rate*] +/- [ ] per cent. Floating Rate] [Zero Coupon] [Index Linked Interest] [Dual Currency Interest] [*specify other*] (further particulars specified below)
9.		Redemption/Payment Basis:	[Redemption at par] [Index Linked Redemption]

			[Dual Currency Redemption] [Partly Paid] [Instalment] [*specify other*]
10.	Change of Interest Basis or Redemption/Payment Basis:		[*Specify the date when any fixed to floating rate change occurs or cross refer to paragraphs 13 and 15 below and identify there*][Not Applicable]
11.	Put/Call Options:		[Issuer Call] [Regulatory Call] (*N.B. Only relevant in the case of Subordinated Notes*) [Issuer Call due to MREL Disqualification Event] *(N.B. Only relevant in the case of Senior Notes or Non-Preferred Senior Notes)* [Investor Put] *(N.B. Only relevant in the case of Senior Notes or Non-Preferred Senior Notes)* [Issuer Call – Clean-Up Redemption Option] [(further particulars specified below)]
12.	(a)	Status of the Notes:	[Senior/ Non-Preferred Senior/Subordinated] Notes
	(b)	[Date [Board] approval for issuance of Notes obtained:	[ ] [and [ ], respectively] *(N.B. Only relevant 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 subparagraphs of this paragraph*)
	(a)	Rate(s) of Interest:	[ ] per cent. per annum payable in arrear on each Interest Payment Date
	(b)	Interest Payment Date(s):	[ ] in each year commencing on [ ] 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 falling [in/on] [ ]][Not Applicable]
	(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)	Other terms relating to the method of calculating interest for Fixed Rate Notes which are Exempt Notes:	[None/*Give details*]
14.	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)	Reset Reference Rate Conversion:	[Applicable/Not Applicable]
	(o)	Original Reset Reference Rate Payment Basis:	[Annual/Semi-annual/Quarterly/Monthly/Not Applicable]
	(p)	Determination Dates:	[ ] in each year
	(q)	Business Centre(s):	[ ]
	(r)	Calculation Agent:	[Paying Agent/[ ]]
15.	Floating Rate Note Provisions		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	(a)	Specified Period(s)/Specified Interest Payment Dates	[ ][, subject to adjustment in accordance with the Business Day Convention set out in paragraph (b) below/, not subject to any adjustment, as the Business Day Convention in paragraph (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)	Party responsible for calculating the Rate of Interest and Interest Amount (if not the Paying Agent):	[[ ] (the **Calculation Agent**)/Not Applicable]
	(e)	Screen Rate Determination:	
		• Reference Rate:	[●] month EURIBOR
		• Interest Determination Date(s):	[●] *(Second day on which the T2 is open prior to the start of each Interest Period)*

		• Relevant Screen Page:	[ ]] *(If not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)*
	(f)	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*)]
	(g)	Margin(s):	[+/-] [ ] per cent. per annum
	(h)	Minimum Rate of Interest:	[ ] per cent. per annum
	(i)	Maximum Rate of Interest:	[ ] per cent. per annum
	(j)	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*]
	(k)	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 Conditions:	[ ]
16.	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 Early Redemption Amounts:	[30/360] [Actual/360] [Actual/365]
17.	Index Linked Interest Note		[Applicable/Not Applicable]

			(If not applicable, delete the remaining subparagraphs of this paragraph)
	(a)	Index/Formula:	[*give or annex details*]
	(b)	Calculation Agent:	[Paying Agent/[*give name*]]
	(c)	Provisions for determining coupon where calculation by reference to Index and/or Formula is impossible or impracticable:	[*need to include a description of market disruption or settlement disruption events and adjustment provisions*]
	(d)	Specified Period(s)/Specified Interest Payment Dates:	[ ]
	(e)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention/*specify other*]
	(f)	Additional Business Centre(s):	[ ]
	(g)	Minimum Rate of Interest:	[ ] per cent. per annum
	(h)	Maximum Rate of Interest:	[ ] per cent. per annum
	(i)	Day Count Fraction:	[ ]
18.	Dual Currency Interest Note Provisions		[Applicable/Not Applicable]
			(*If not applicable, delete the remaining subparagraphs of this paragraph*)
	(a)	Rate of Exchange/method of calculating Rate of Exchange:	[*give or annex details*]
	(b)	Party, if any, responsible for calculating the principal and/or interest due (if not the Paying Agent):	[[ ] (the **Calculation Agent**)/Not Applicable]
	(c)	Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable:	[*need to include a description of market disruption or settlement disruption events and adjustment provisions*]
	(d)	Person at whose option Specified Currency(ies) is/are payable:	[ ]
19.	Change of Interest Basis Provisions:		[Applicable]/[Not Applicable]
			(If not applicable, delete the remaining sub-paragraphs of this paragraph)

		(To be completed in addition to paragraphs 13 and 15 (as appropriate) if any fixed to floating or fixed reset rate change occurs)
–	Switch Option:	[Applicable – [*specify details of the change(s) in Interest Basis and the relevant Interest Periods to which the change(s)* in Interest Basis applies]/[Not Applicable] *(The Issuer must give notice of the exercise of the Switch Option to Noteholders in accordance with Condition 10 (Notices) on or prior to the relevant Switch Option Expiry Date)*
–	Switch Option Expiry Date:	[ ]
–	Switch Option Effective Date:	[ ]

PROVISIONS RELATING TO REDEMPTION

20.	Notice periods for Condition 5.2 (*Redemption for tax reasons*):		Minimum period: [30] days Maximum period: [60] days
21.	Issuer Call:		[Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	(a)	Optional Redemption Date(s):	[ ]
	(b)	Optional Redemption Amount and method, if any, of calculation of such amount(s):	[[ ] per Calculation Amount/[Make-whole Amount/] *specify other*/see Appendix]
	(c)	Reference Bond:	[Insert applicable Reference Bond/FA Selected Bond]
	(d)	Quotation Time:	[11.00 a.m. [London/*specify other*] time]
	(e)	Redemption Margin:	[[ ] per cent./Not Applicable]
	(f)	If redeemable in part:	
		– Minimum Redemption Amount:	[ ]
		– Maximum Redemption Amount:	[ ]
	(g)	Notice periods:	Minimum period: [15] days Maximum period: [30] days

		(*N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems* (*which require a minimum of 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 Paying Agent.*)
22.	Regulatory Call:	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph.)* *(N.B. Only relevant in the case of Subordinated Notes)*
	(a) Early Redemption Amount payable on redemption for regulatory reasons (in the case of Subordinated Notes only and subject to the prior approval of the relevant Competent Authority, as applicable, and in accordance with applicable laws and regulations, including Articles 77(b) and 78 of the CRR) as contemplated by Condition 5.3 (*Redemption for regulatory reasons (Regulatory Call)*) and/or the method of calculating the same (if required or if different from that set out in Condition 5.8 (*Early Redemption Amounts*):	[[ ] per Calculation Amount/as set out in Condition 5.8 (*Early Redemption Amounts*)]
23.	Issuer Call due to MREL Disqualification Event:	[Applicable]/[Not Applicable] *(Only relevant in the case of Senior Notes or Non-Preferred Senior Notes)*
	(a) Early Redemption Amount:	[[ ] per Calculation Amount/as set out in Condition 5.8 (*Early Redemption Amounts*)]
24.	Investor Put:	[Applicable]/[Not Applicable] *(Only relevant in the case of Senior Notes or Non-Preferred Senior Notes)* (*If not applicable, delete the remaining subparagraphs of this paragraph*)
	(a) Optional Redemption Date(s):	[ ]

	(b)	Optional Redemption Amount:	[ ] per Calculation Amount (*NB: If the Optional Redemption Amount is other than a specified amount per Calculation Amount, the Notes will need to be Exempt Notes*)
	(c)	Notice periods:	Minimum period: [15] days Maximum period: [30] days (*N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems* (*which require a minimum of 15 clearing system business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Paying Agent.*)
25.	Clean-up Call Option:		[Applicable]/[Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
	(a)	Clean-up Call Percentage:	[75 per cent. / [●] per cent]
	(b)	Clean-Up Redemption Amount:	[●]
26.	Final Redemption Amount:		[[ ] per Calculation Amount/*specify other*/see Appendix]
27.	Early Redemption Amount payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required):		[[ ] per Calculation Amount/*specify other*/see Appendix] *(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 22 (*Regulatory Call*)] *(Delete this cross-reference unless the Notes are Subordinated Notes and the Regulatory Call is applicable)*

GENERAL PROVISIONS APPLICABLE TO THE NOTES

28.	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 subparagraphs 15(c) and 17(f) relate)
29.	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*]
30.	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*]
31.	Other terms or special conditions:	[Not Applicable/*give details*]
32.	Variation:	[Not Applicable] / [Applicable] / [Applicable [only] [in relation to a MREL Disqualification Event, a Tax Event or an Alignment Event (*Only relevant in the case of Senior Notes or Non-Preferred Senior Notes*)/a Regulatory Event, a Tax Event or an Alignment Event (*Only relevant in the case of Subordinated Notes*)] [and]/[in order to ensure the effectiveness and enforceability of Condition 14 (*Statutory Loss Absorption Powers*)]
	(a) 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 Mediolanum 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*] with effect from [ ].] [Not Applicable]
2.	**RATINGS**	
	Ratings:	[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)*]. (*The above disclosure is only required if the ratings of the Notes are different to those stated in the Base Prospectus*)
3.	**REASONS FOR THE OFFER**	
		[General funding purposes of the Banca Mediolanum Group] / [The net proceeds from the issue of the Notes will be used to finance or refinance Green Eligible Green Assets or Eligible Social Assets or Eligible Sustainable Assets (as defined in the "*Use of Proceeds*" section)] / [*Give details*]. *(If the Notes are denominated "Green Bonds", "Social Bonds" or "Sustainability Bonds" describe the relevant Eligible Green* Assets*, Eligible Social* Assets *or Eligible Sustainable* Assets *to which the net proceeds of the Notes will be applied or make reference to the relevant bond framework to which the net proceeds of the Notes will be applied.)* *(Applicable only in the case of securities to be classified as "Green Bonds", "Social Bonds" or "Sustainability Bonds". If not applicable, delete this paragraph.)* Further details on [Eligible Green Assets]/[Eligible Social Assets]/[Eligible Sustainable Assets] are included in the Green, Social and Sustainability Bond Framework, that will be available, [together with the Second Party Opinion,] on the Issuer's website at https://www.bancamediolanum.it/corporate/investors/fixed-income] *(See "Use of Proceeds" wording in Base Prospectus)*

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

[Save for any fees payable to the [Managers named below/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*]

5. OPERATIONAL INFORMATION

(i)	ISIN:	[ ]
(ii)	Common Code:	[ ] [Not Applicable]
(iii)	CFI:	[[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:	[[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 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) (if any):	[ ]/[Not applicable]
(viii)	Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes/No] [Note that the designation "yes" simply means that the Notes are intended upon issue to be settled through Monte Titoli and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria]

/

[No. Whilst the designation is specified as "no" at the date of this Pricing Supplement, the Eurosystem eligibility criteria could be amended in the future such that the Notes are capable of meeting them. 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.]

6. 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 not applicable]
(vii)	Additional selling restrictions:	[Not Applicable/*give details*]
(viii)		(*Additional selling restrictions are only likely to be relevant for certain structured Notes, such as commodity-linked Notes*)
(ix)	Prohibition of Sales to EEA Retail Investors:	[Applicable/Not Applicable] (*If the Notes clearly do not constitute "packaged" products or the Notes do constitute "packaged" products and a key information document will be prepared in the EEA, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document will be prepared in the EEA, "Applicable" should be specified*.)
(x)	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*.)

(xi) Prohibition of Sales to Belgian Consumers: [Applicable/Not Applicable]

TERMS AND CONDITIONS OF THE NOTES

*The following are the Terms and Conditions applicable to each Series of the Notes (the **Terms and Conditions of the Notes**, the **Terms and Conditions** or the **Conditions** 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 the Notes and evidenced in book entry form with Euronext Securities Milan (former 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 Joined Regulation dated 13 August 2018, as subsequently amended and supplemented from time to time (the **CONSOB and Bank of Italy Joined 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 Mediolanum S.p.A. (the **Issuer**). The Issuer will also act as initial paying agent for the Notes (the **Paying Agent**), save that the Issuer is entitled to appoint a different Paying Agent in accordance with Condition 9 (*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 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 (Contractual Terms) of the Final Terms which complete these Terms and Conditions or, if this Note is a Note which is neither admitted to trading on (i) a regulated market in the European Economic Area or (ii) a 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, nor offered in (i) the European Economic Area or (ii) the United Kingdom in circumstances where a prospectus is required to be published under the Prospectus Regulation or the Financial Services and Markets Act 2000, as the case may be (an **Exempt Note**), the final terms (or the relevant provisions thereof) are set out in Part A (Contractual Terms) 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 (Contractual Terms) 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 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 (a) are expressed to be consolidated and form a single series and (b) 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 by a Noteholder holding one or more Notes and such Noteholder must produce evidence satisfactory to the Issuer and the Paying Agent 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.

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

1. FORM, DENOMINATION AND TITLE

The Notes will be 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 at least 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 Subordinated Note shall be at least Euro 200,000 (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 Non-Preferred Senior Note shall be at least Euro 150,000 (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 (each as hereinafter defined), 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, an Index Linked Interest Note, a Dual Currency Interest Note (each as hereinafter defined) 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 Index Linked Redemption Note, an Instalment Note, a Dual Currency Redemption Note, a Partly Paid Note or a combination of any of the foregoing, depending upon the Redemption/Payment Basis shown in the applicable Pricing Supplement.

This Note may also be a Senior Note, a Non-Preferred Senior Note or a Subordinated Note, as indicated 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 (Other Information) of the form of Final Terms.

2. STATUS OF THE NOTES AND SUBORDINATION

The form of Final Terms will indicate whether the Notes are Senior Notes, Non-Preferred Senior Notes or Subordinated Notes and, in the case of Subordinated Notes, the applicable subordination provisions.

2.1 *Status of the Senior Notes*

This Condition 2.1 applies only to Senior Notes (and, for the avoidance of doubt, does not apply to Non-Preferred Senior Notes).

The Senior Notes constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer, ranking (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, or 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.

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 or otherwise in respect of such Senior Note.

For the avoidance of doubt, there is no negative pledge provision in these Conditions.

2.2 *Status of the Non-Preferred Senior Notes*

This Condition 2.2 applies only to Non-Preferred Senior Notes (and, for the avoidance of doubt, does not apply to Senior Notes).

(a) The Non-Preferred Senior Notes (being 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, as amended (the **Italian Consolidated Banking Act**) constitute direct, unconditional, unsubordinated, and unsecured and non-preferred obligations of the Issuer, ranking:

(i) 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,

(ii) *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

(iii) 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.

(b) 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.

(c) For the avoidance of doubt, there is no negative pledge provision in these Conditions.

2.3 ***Status of the Subordinated Notes***

This Condition 2.3 applies only to Subordinated Notes.

(a) 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 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**)) constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and rank:

(i) 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;

(ii) at least *pari passu* without any preferences 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

(iii) 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 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*).

(b) In relation to each Series of Subordinated Notes all Subordinated Notes of such Series will be treated equally and all amounts paid by the Issuer in respect of principal and interest thereon will be paid pro rata on all Subordinated Notes of such Series.

(c) 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.

(d) For the avoidance of doubt, there is no negative pledge provision in these Conditions.

3. INTEREST

3.1 *Interest on Fixed Rate Notes*

This Condition 3.1 applies to Fixed Rate Notes only. The form of Final Terms contains provisions applicable to the determination of fixed rate interest and must be read in conjunction with this Condition 3.1 for full information on the manner in which interest is calculated on Fixed Rate Notes. In particular, the form of Final Terms will specify the Interest Commencement Date, the Rate(s) of Interest, the Interest Payment Date(s), the Maturity Date, the Fixed Coupon Amount, any applicable Broken Amount, the Calculation Amount, the Day Count Fraction and any applicable Determination Date.

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to (and including) the Maturity Date. The Rate of Interest may be specified in the form of Final Terms either (i) as the same Rate of Interest for all Fixed Interest Periods or (ii) as a different Rate of Interest in respect of one or more Fixed Interest Periods.

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

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

Except in the case of Notes where an applicable 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:

(a) the aggregate outstanding nominal amount of the Fixed Rate Notes (or, if they are Partly Paid Notes, the aggregate amount paid up)

(b) and multiplying such sum by the applicable Day Count Fraction.

The resultant figure shall be rounded 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 3.1:

(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 (as specified in the form of Final Terms) that would occur in one calendar year; or

(B) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, 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; 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; 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 each period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); and

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

3.2 ***Interest on Reset Notes***

(a) **Rates of Interest and Interest Payment Dates**

Each Reset Note bears interest:

(i) from (and including) the Interest Commencement Date until (but excluding) the First Reset Date at the Initial Rate of Interest;

(ii) 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

(iii) 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, (A) 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 3.4 (*Benchmark Discontinuation*) and (B) in the case of the Interest Amount in accordance with the provisions for calculating amounts of interest in Condition 3.1 (*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.

(b) **Reset Reference Rate Conversion**

This Condition 3.2(b) is only applicable if Reset Reference Rate Conversion is specified in the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement as being applicable.

The First Reset Rate of Interest and, if applicable, each Subsequent Reset Rate of Interest will be converted from the Original Reset Reference Rate Payment Basis specified in the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement to a basis which matches the frequency of Interest Payment Dates in respect of the relevant Notes.

For the purposes of the Conditions:

Calculation Agent means the Paying 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 3.2(c) (*Fallbacks*), 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, subject to Condition 3.2(b) (*Reset Reference Rate Conversion*);

Initial Rate of Interest has the meaning specified 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 Original Reset Reference Rate Payment

Basis (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 and the Specified Currency is euro;

Mid-Swap Rate means, in relation to a Reset Determination Date and subject to Condition 3.2(c) (*Fallbacks*), either:

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

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

(B) commencing on the relevant Reset Date,

which appears on the Relevant Screen Page; or

(ii) 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:

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

(B) 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;

Original Reset Reference Rate Payment Basis has the meaning specified in the applicable Final Terms or, in the case of Exempt Notes, the applicable Pricing Supplement. In the case of Notes other than Exempt Notes, the Original Reset Reference Rate Payment Basis shall be annual, semi-annual, quarterly or monthly;

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

Relevant Margin means, in respect of a Reset Period, whichever of the First Margin or the Subsequent Margin is applicable for the purpose of determining the Rate of Interest in respect of such Reset Period;

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 3.2(c) (*Fallbacks*) 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, subject to Condition 3.2(b) (*Reset Reference Rate Conversion*).

(c) **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 3.4 (*Benchmark Discontinuation*), request each of the Reference Banks (as defined below) to provide the Calculation Agent 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 Calculation Agent 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 Calculation Agent with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this paragraph (c), the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) shall be determined by the Calculation Agent to be the sum of (A) the last observable rate for swaps in the Specified Currency with a term equal to the relevant Reset Period which appears on the Relevant Screen Page and (B) the Relevant Margin.

For the purposes of this Condition 3.2(c) (*Fallbacks*) **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.

3.3 ***Interest on Floating Rate Notes***

(a) **Interest Payment Dates**

This Condition 3.3 applies to Floating Rate Notes only. The form of Final Terms contains provisions applicable to the determination of floating rate interest and must be read in conjunction with this Condition 3.3 for full information on the manner in which interest is calculated on Floating Rate Notes. In particular, the form of Final Terms will identify any Specified Interest Payment Dates, any Specified Period, the Interest Commencement Date, the Business Day Convention, any Additional Business Centres, the party who will calculate the amount of interest due if it is not the Paying Agent, the Margin, any maximum or minimum interest rates and the Day Count Fraction. The form of Final Terms will also specify the applicable Reference Rate, Interest Determination Date(s) and Relevant Screen Page. Each Floating Rate Note bears interest from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

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

(ii) if no Specified Interest Payment Date(s) is/are specified in the form of Final Terms, each date (each such date, together with each Specified Interest Payment Date, an **Interest Payment Date**) which falls the number of months or other period specified as the Specified Period in the 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 these Conditions, **Interest Period** means the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date or the relevant payment date if the Notes become payable on a date other than an Interest Payment Date.

If a Business Day Convention is specified in the 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:

(A) in any case where Specified Periods are specified in accordance with Condition 3.3(a)(ii) above, the Floating Rate Convention, such Interest Payment Date (a) in the case of paragraph (x) above, shall be the last day that is a Business Day in the relevant month and the provisions of paragraph (ii) below shall apply *mutatis mutandis* or (b) in the case of paragraph (y) above, shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (i) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (ii) each subsequent Interest Payment Date shall be the last Business Day in the month which falls in the Specified Period after the preceding applicable Interest Payment Date occurred; or

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

(C) the Modified Following Business Day Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into

the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or

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

In these Conditions, **Business Day** means:

(a) 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 form of 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; and

(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 the T2 is open.

(b) **Rate of Interest**

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

The Rate of Interest for each Interest Period will, subject to Condition 3.4 (*Benchmark Discontinuation*), be either:

(A) the offered quotation; or

(B) 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 EURIBOR, as specified in the form of Final Terms) which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) at the Specified Time on the Interest Determination Date in question plus or minus (as indicated in the form of Final Terms) the Margin (if any), all as determined by the Paying Agent or the Calculation Agent, as applicable. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, 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 Paying Agent or the Calculation Agent, as applicable, 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 (A) above, no offered quotation appears or, in the case of paragraph(B) above, fewer than three offered quotations appear, in each case as at the Specified Time, the Issuer (or an agent

appointed by the Issuer) shall request each of the Reference Banks to provide the Paying Agent 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. If two or more of the Reference Banks provide the Paying Agent 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 Paying Agent.

If on any Interest Determination Date one only or none of the Reference Banks provides the Paying Agent 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 Paying 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 Paying Agent 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 plus or minus (as appropriate) the Margin (if any) or, if fewer than two of the Reference Banks provide the Paying Agent 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 Paying Agent it is quoting to leading banks in the Euro-zone inter-bank market 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 (b), 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).

In the case of Exempt Notes, if the Reference Rate from time to time in respect of Floating Rate Notes is specified in the applicable Pricing Supplement as being other than EURIBOR, the Rate of Interest in respect of the Notes will be determined as provided in the applicable Pricing Supplement.

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

Specified Time means 11.00 a.m. (Brussels time, for the determination of EURIBOR).

For the purposes of this Condition 3.3(b) **Reference Banks** means the principal Euro-zone office of four major banks in the Euro-zone inter-bank market, in each case selected by the Issuer.

(c) **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 3.3(b) (*Rate of Interest*) 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 3.3(b) (*Rate of Interest*) is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

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

The Paying Agent or the Calculation Agent, as applicable, 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 Paying Agent or the Calculation Agent, as applicable, 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 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 3.3:

(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 (I) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (II) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);

(ii) if "Actual/365 (Fixed)" is specified in the 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:

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

where:

$\mathbf{Y_1}$ is the year, expressed as a number, in which the first day of the Interest Period falls;

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

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

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

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

D_2 is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and 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:

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

where:

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

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

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

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

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

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

(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:

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

where:

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

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

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

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

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

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

(e) **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 Paying Agent or the Calculation Agent, as applicable, by straight line linear interpolation by reference to two rates based on the relevant Reference Rate, 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 Paying Agent or the Calculation Agent, as applicable, shall determine such rate at such time and by reference to such sources as it determines appropriate.

Designated Maturity means the period of time designated in the Reference Rate.

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

The Paying Agent or the Calculation Agent, as applicable, 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 (as applicable), the Issuer and any stock exchange on which the relevant Floating Rate Notes are for the time being listed (by no later than the first day of each Interest Period) and notice thereof to be published in accordance with Condition 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 Condition 3.3(f), 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 general business in Milan.

(g) **Certificates to be final**

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 3.3(g) by the Paying Agent or the Calculation Agent, as applicable, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, Monte Titoli, the Paying Agent (as applicable), all Noteholders and (in the absence of wilful misconduct,

gross negligence or fraud) no liability to the Issuer or the Noteholders shall attach to Monte Titoli, the Paying Agent 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.

3.4 ***Benchmark Discontinuation***

This Condition 3.4 is applicable to Notes only if the Floating Rate Note Provisions or the Reset Note Provisions are specified in the form of Final Terms as being applicable.

(a) **Independent Adviser**

Notwithstanding the provisions above in Condition 3.3 (*Interest on Floating Rate Notes*) or Condition 3.2 (*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 3.4(b) (*Successor Rate or Alternative Rate*)) and, in either case, an Adjustment Spread if any (in accordance with Condition 3.4(c) (*Adjustment Spread*) and whether any Benchmark Amendments (in accordance with Condition 3.4(d) (*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 3.4(a) 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 party responsible for determining the Rate of Interest applicable to the Notes (being the Paying Agent, the Calculation Agent, or such other party specified in the form of Final Terms) any Paying Agent, the Noteholders for any determination made by it pursuant to this Condition 3.4.

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 3.4(a) 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 3.4(a) prior to the relevant Interest Determination Date or Reset Determination Date, as the case may be, (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 or in the case of the Subsequent Reset Rate of Interest on Reset Notes, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) shall be determined to be equal to the sum of (A) the last observable rate for swaps in the Specified Currency with a term equal to the relevant Reset Period which appears on the Relevant Screen Page and (B) the Relevant Margin. 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 3.4(a) 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 3.4(a).

(b) **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 3.4(a) (*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:

(i) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 3.4(c) (*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 3.4); or

(ii) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 3.4(c) (*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 3.4).

(c) **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 3.4(a) (*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).

(d) **Benchmark Amendments**

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 3.4 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 3.4(a) (*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 appojnt a different Paying Agent in accordance with Condition 9 (*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 3.4(e) (*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 appojnt a different Paying Agent in accordance with Condition 9 (*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 3.4(d), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

Notwithstanding any other provision of this Condition 3.4, 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 (i) prejudice the Notes: (A) in the case of Senior Notes or Non-Preferred Senior Notes, satisfying the MREL Requirements; and (B) in the case of Subordinated Notes, qualifying as "Tier 2" capital for regulatory capital purposes of the Issuer and/or the Group; and/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.

(e) **Notices**

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 3.4 will be notified promptly by the Issuer to the Calculation Agent, the Paying Agent 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.

(f) **Survival of Original Reference Rate**

Without prejudice to the obligations of the Issuer under Conditions 3.4(a) (*Independent Adviser*) to 3.4(d) (*Benchmark Amendments*), the Original Reference Rate and the fallback provisions provided for in Condition 3.2(c) (*Fallbacks*) and Condition 3.3(b) (*Rate of Interest*) will continue to apply unless and until a Benchmark Event has occurred.

(g) **Definitions**

For the purposes of this Condition 3.4:

Adjustment Spread means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser 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 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)is customarily applied to the relevant Successor Rate or Alternative Rate (as the case may be) in international debt capital market transactions to produce an industry-accepted replacement rate for the Original Reference Rate;

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 3.4(b) (*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 3.4(d) (*Benchmark Amendments*);

Benchmark Event means:

(a) the Original Reference Rate ceasing 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; or

(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, 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 3.4(a) (*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.

3.5 ***Change of Interest Basis***

If Change of Interest Basis is specified as applicable in the form of Final Terms, the interest payable in respect of the Notes will be calculated in accordance with Condition 3.1 (*Interest on Fixed Rate Notes*) or Condition 3.3 above (*Interest on Floating Rate Notes*) each applicable only for the relevant periods specified in the form of Final Terms.

If Change of Interest Basis is specified as applicable in the form of Final Terms, and Issuer's Switch Option is also specified as applicable in the form of Final Terms, the Issuer may, on one or more occasions, as specified in the form of Final Terms, at its option (any such option, a **Switch Option**), having given notice to the Noteholders in accordance with Condition 10 (*Notices*) on or prior to the relevant Switch Option Expiry Date, change the Interest Basis of the Notes from Fixed Rate to Floating Rate or Floating Rate to Fixed Rate or as otherwise specified in the form of Final Terms with effect from (and including) the Switch Option Effective Date specified in the form of Final Terms to (but excluding) the Maturity Date (or, where more than one Switch Option Effective Date is specified in the form of Final Terms, up to and excluding the next following Switch Option Effective Date), provided that (A) the Switch Option may be exercised only in respect of all the outstanding Notes, (B) upon exercise of a Switch Option, the Interest Basis change will be effective form (and including) the relevant Switch Option Effective Date until the Maturity Date (or, where more than one Switch Option Effective Date is specified as applicable in the form of Final Terms, up to and excluding the next following Switch Option Effective Date to the extent the related Switch Option is exercised), and (C) where a Switch Option has not been exercised prior to the relevant Switch Option Expiry Date, the Issuer shall no longer be entitled to exercise such Switch Option and the Interest Basis shall not change.

Switch Option Expiry Date and Switch Option Effective Date shall mean any date specified as such in the form of Final Terms provided that any date specified in the form of Final Terms as a Switch Option Effective Date shall be deemed as such subject to the exercise of the relevant Switch Option having been notified to the Issuer pursuant to this Condition and in accordance with Condition 10 (*Notices*) prior to the relevant Switch Option Expiry Date.

3.6 ***Exempt Notes***

In the case of Exempt Notes which are also Floating Rate Notes, 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.

The rate or amount of interest payable in respect of Exempt Notes which are not also Fixed Rate Notes or Floating Rate Notes shall be determined in the manner specified in the applicable Pricing Supplement, provided that where such Notes are Index Linked Interest Notes the provisions of Condition 3.3 (*Interest on Floating Rate Notes*) shall, save to the extent amended in the applicable Pricing Supplement, apply as if the references therein to Floating Rate Notes and to the Paying Agent were references to Index Linked Interest Notes and the Calculation Agent, respectively, and provided further that the Calculation Agent will notify the Paying Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

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.

Change of Interest Basis

If Change of Interest Basis is specified as applicable in the applicable Pricing Supplement, the interest payable in respect of the Notes will be calculated in accordance with Condition 3.1 (*Interest on Fixed Rate Notes*) or Condition 3.3 above (*Interest on Floating Rate Notes*) each applicable only for the relevant periods specified in the applicable Pricing Supplement.

If Change of Interest Basis is specified as applicable in the applicable Pricing Supplement, and Issuer's Switch Option is also specified as applicable in the applicable Pricing Supplement, the Issuer may, on one or more occasions, as specified in the applicable Pricing Supplement, at its option (any such option, a Switch Option), having given notice to the Noteholders in accordance with Condition 10 (*Notices*) on or prior to the relevant Switch Option Expiry Date, change the Interest Basis of the Notes from Fixed Rate to Floating Rate or Floating Rate to Fixed Rate or as otherwise specified in the applicable Pricing Supplement with effect from (and including) the Switch Option Effective Date specified in the applicable Pricing Supplement to (but excluding) the Maturity Date (or, where more than one Switch Option Effective Date is specified in the applicable Pricing Supplement, up to and excluding the next following Switch Option Effective Date), provided that (A) the Switch Option may be exercised only in respect of all the outstanding Notes, (B) upon exercise of a Switch Option, the Interest Basis change will be effective form (and including) the relevant Switch Option Effective Date until the Maturity Date (or, where more than one Switch Option Effective Date is specified as applicable in the applicable Pricing Supplement, up to and excluding the next following Switch Option Effective Date to the extent the related Switch Option is exercised), and (C) where a Switch Option has not been exercised prior to the relevant Switch Option Expiry Date, the Issuer shall no longer be entitled to exercise such Switch Option and the Interest Basis shall not change.

Switch Option Expiry Date and Switch Option Effective Date shall mean any date specified as such in the applicable Pricing Supplement provided that any date specified in the applicable Pricing Supplement as a Switch Option Effective Date shall be deemed as such subject to the exercise of the relevant Switch Option having been notified to the Issuer pursuant to this Condition and in accordance with Condition 10 (*Notices*) prior to the relevant Switch Option Expiry Date.

3.7 ***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

4.1 *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 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.

4.2 *Method of payment*

Subject as provided below:

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

(b) payments will be made in euro by Monte Titoli crediting the euro accounts of the relevant intermediaries, on behalf of the Noteholders, as evidenced in Monte Titoli's records.

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 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, as amended (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

4.3 *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:

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

  (i) in Milan; and

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

(b) 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.

4.4 ***Interpretation of principal and interest***

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

(a) any additional amounts which may be payable with respect to principal under Condition 6 (*Taxation*);

(b) the Final Redemption Amount of the Notes;

(c) the Early Redemption Amount of the Notes;

(d) the Optional Redemption Amount(s) (if any) of the Notes;

(e) in relation to Exempt Notes redeemable in instalments, the Instalment Amounts; and

(f) 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

5.1 ***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.

5.2 ***Redemption for tax reasons***

Subject to Condition 5.8 (*Early Redemption Amounts*), the Notes may be redeemed at the option of the Issuer (but subject, in the case of Senior Notes and Non-Preferred Senior Notes, to the provisions of Condition 5.14 (*Conditions to Early Redemption and Purchase of Senior Notes and Non-Preferred Senior Notes*) and, in the case of Subordinated Notes, to the provisions of Condition 5.15 (*Conditions to Early Redemption and Purchase of Subordinated Notes*)) in whole, but not in part, at any time (if this Note is not a Floating Rate Note) or on any Interest Payment Date (if this Note is a Floating Rate Note), on giving not less than the minimum period nor more than the maximum period of notice specified in the form of Final Terms to Monte Titoli, the Paying Agent and, in accordance with Condition 10 (*Notices*), the Noteholders (which notice shall be irrevocable), if a Tax Event has occurred, 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, upon request, to the Noteholders (i) a certificate signed by two authorised signatories 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 and the Paying Agent shall be entitled to accept such documents as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Noteholders.

Upon the expiry of any such notice as is referred to in this Condition 5.2, the Issuer shall be bound to redeem the Notes in accordance with this Condition 5.2. Notes redeemed pursuant to this Condition 5.2 will be redeemed at their Early Redemption Amount referred to in Condition 5.6 (*Issuer Call due to MREL Disqualification Event*) below, together (if appropriate) with interest accrued to (but excluding) the date of redemption.

As used in these Conditions, **Tax Event** means (i) on the occasion of the next payment due under the Notes (in the case of Subordinated Notes, in respect of payments of interests only) the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 6 (*Taxation*) as a result of any change in, or amendment to, the laws or regulations of (or applicable in) a Tax Jurisdiction (as defined in Condition 6 (*Taxation*)), or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the most recent Tranche of the Notes, provided that 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 the Issuer as at the date of the issue of the first tranche of the relevant Subordinated Notes; and (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it.

5.3 ***Redemption for regulatory reasons (Regulatory Call)***

This Condition 5.3 applies only to Notes specified in the form of Final Terms as being Subordinated Notes.

If Regulatory Call is specified in the form of Final Terms, the Notes may be redeemed at the option of the Issuer (subject to the provisions of Condition 5.15 (*Conditions to Early Redemption and Purchase of Subordinated Notes*)), in whole, but not in part, at any time (if the Note is neither a Floating Rate Note, an Index Linked Interest Note nor a Dual Currency Interest Note) or on any Interest Payment Date (if the Note is either a Floating Rate Note, an Index Linked Interest Note or a Dual Currency Interest Note), on giving not less than 15 nor more than 30 days' notice to Monte Titoli, the Paying Agent and, in accordance with Condition 10 (*Notices*), the Noteholders (which notice shall be irrevocable), if a Regulatory Event occurs in respect of the Subordinated Notes.

Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall make available, upon request, to the Noteholders a certificate signed by two authorised signatories 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.

Upon the expiry of any such notice as is referred to in this Condition 5.3, the Issuer shall be bound to redeem the Notes in accordance with this Condition 5.3. Notes redeemed pursuant to this Condition 5.3 will be redeemed at their Early Redemption Amount referred to in Condition 5.8 (*Early Redemption Amounts*) below, together (if appropriate) with interest accrued to (but excluding) the date of redemption.

As used in these Conditions, a **Regulatory Event** is deemed to have occurred if there is a change in the regulatory classification of the Subordinated Notes under the relevant Regulatory Capital Requirements that would be likely to result in their exclusion, in whole or, to the extent permitted by the relevant Regulatory Capital Requirements, in part, from "Tier 2" capital of the Group or the Issuer or a reclassification as a lower quality form of own funds provided that, in case of exclusion in part, such exclusion is not as a result of amortisation or any limits on the amount of "Tier 2" capital applicable to the Issuer and, in the event of any redemption upon the occurrence of a Regulatory Event prior to the fifth anniversary of the Issue Date, if and to the extent then required by the relevant Regulatory Capital Requirements, both of the following conditions are met: (i) the Competent Authority considers such a change to be sufficiently certain and (ii) the Issuer demonstrates to the satisfaction of the Competent Authority that the change in the regulatory classification of the Subordinated Notes was not reasonably foreseeable by the Issuer as at the date of the issue of the relevant Subordinated Notes.

5.4 ***Redemption at the option of the Issuer (Issuer Call)***

This Condition 5.4 applies to Notes which are subject to redemption prior to the Maturity Date at the option of the Issuer (other than for taxation reasons or for regulatory reasons), such option being referred to as an Issuer Call. The form of Final Terms contains provisions applicable to any Issuer Call and must be read in conjunction with this Condition 5.4 for full information on any Issuer Call. In particular, the form of Final Terms will identify the Optional Redemption Date(s), the Optional Redemption Amount, any minimum or maximum amount of Notes which can be redeemed and the applicable notice periods.

If Issuer Call is specified as being applicable in the form of Final Terms, the Issuer may (subject to, in the case of Senior Notes and Non-Preferred Senior Notes, Condition 5.14 (*Conditions to Early Redemption and Purchase of Senior Notes and Non-Preferred Senior Notes*) and, in the case of Subordinated Notes, the provisions of Condition 5.15 (*Conditions to Early Redemption and Purchase of Subordinated Notes*)), 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, the Paying Agent 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.

The Optional Redemption Amount will either be the specified percentage of the nominal amount of the Notes stated in the form of Final Terms or, if a Make-whole Amount is specified in the form of Final Terms, will be an amount calculated by the Issuer (or an agent appointed by the Issuer to calculate the amount on its behalf) equal to the higher of:

(a) 100 per cent. of the nominal amount of the Notes to be redeemed; or

(b) the sum of the present values of the nominal amount of the Notes to be redeemed and the Remaining Term Interest on such Notes (exclusive of interest accrued to the

Optional Redemption Date) discounted to the Optional Redemption Date on an annual basis (based on the actual number of days elapsed divided by 365 or (in the case of a leap year) 366) at the Reference Bond Rate (as defined below), plus the specified Redemption Margin,

plus in each case, for the avoidance of doubt, any interest accrued on the Notes to, but excluding, the Optional Redemption Date.

In the Conditions:

FA Selected Bond means a government security or securities selected by the Financial Adviser as having an actual or interpolated maturity comparable with the remaining term of the Notes that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in the same currency as the Notes and of a comparable maturity to the remaining term of the Notes;

Financial Adviser means an independent and internationally recognised financial adviser selected by the Issuer;

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

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

Reference Bond Price means, with respect to the Optional Redemption Date, (a) the arithmetic average of the Reference Government Bond Dealer Quotations for such date of redemption, after excluding the highest and lowest such Reference Government Bond Dealer Quotations, or (b) if the Paying Agent obtains fewer than four such Reference Government Bond Dealer Quotations, the arithmetic average of all such quotations;

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

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

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

Remaining Term Interest means, with respect to any Note, the aggregate amount of scheduled payment(s) of interest on such Note for the remaining term of such Note determined on the basis of the rate of interest applicable to such Note from and including the Optional Redemption Date.

All notifications, opinions, determinations, certifications, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 5.4 by the Issuer (or by

an agent appointed by the Issuer to calculate the amount on its behalf), shall (in the absence of manifest error) be binding on the Issuer, Monte Titoli, the Paying Agent and all Noteholders.

In the case of a partial redemption of Notes, the Notes to be redeemed pursuant to this Condition 5.4 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.

5.5 ***Redemption at the option of the Noteholders (Investor Put)***

This Condition 5.5 applies only to Notes specified in the form of Final Terms as being Senior Notes or Non-Preferred Senior Notes.

This Condition 5.5 applies to Notes which are subject to redemption prior to the Maturity Date at the option of the Noteholder, such option being referred to as an Investor Put. The form of Final Terms contains provisions applicable to any Investor Put and must be read in conjunction with this Condition 5.5 for full information on any Investor Put. In particular, the form of Final Terms will identify the Optional Redemption Date(s), the Optional Redemption Amount and the applicable notice periods.

If Investor Put is specified as being applicable in the form of Final Terms, upon the holder of any Note giving to the Issuer in accordance with Condition 10 (*Notices*) not less than the minimum period nor more than the maximum period of notice specified in the form of Final Terms, the Issuer will, upon the expiry of such notice, redeem such Note on the Optional Redemption Date and at the Optional Redemption Amount together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date.

To exercise the right to require redemption of this Note the holder of this Note must, within the notice period, deliver to the Issuer and the Paying Agent a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent. At least 5 Business Days prior to the Optional Redemption Date, the Issuer and the Paying Agent shall notify Monte Titoli of the amount of Notes to be redeemed on the Optional Redemption Date and the aggregate Optional Redemption Amount.

Any notice given by a holder of any Note in accordance with this Condition 5.5 shall be irrevocable except where, prior to the due date of redemption, an Event of Default has occurred and in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this Condition 5.5 and instead to declare such Note forthwith due and payable pursuant to Condition 8 (*Events of Default and Enforcement*).

5.6 ***Issuer Call due to MREL Disqualification Event***

This Condition 5.6 applies only to Notes specified in the form of Final Terms as being Senior Notes or Non-Preferred Senior Notes.

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 5.14 (*Conditions to Early Redemption and Purchase of Senior Notes and Non-Preferred Senior Notes*)) on any Interest Payment Date (if the Note is a Floating Rate Note), or at any time (if the 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 Monte Titoli, the Paying Agent and, in accordance with Condition 10 (*Notices*) (which notice shall be irrevocable), the Noteholders, redeem all

(but not some only) of the Notes then outstanding at their Early Redemption Amount as described in Condition 5.8 (*Early Redemption Amounts*) 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.

Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall deliver or procure that there is delivered to the Paying Agent a certificate signed by two authorised signatories 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 the Paying Agent shall be entitled to accept such certificate as sufficient evidence of the satisfaction of the conditions precedent set out above, in which event it shall be conclusive and binding on the Noteholders.

Upon the expiry of any such notice as is referred to in this Condition 5.6, the Issuer shall be bound to redeem the Notes in accordance with this Condition 5.6. Notes redeemed pursuant to this Condition 5.6 will be redeemed at their Early Redemption Amount referred to in Condition 5.8 (*Early Redemption Amounts*) below together (if appropriate) with interest accrued to (but excluding) the date of redemption.

5.7 ***Clean-up redemption at the option of the Issuer***

If a clean-up option (the **Clean-Up Redemption Option**) is specified as applicable in the Final Terms, and if 75 per cent. or any higher percentage specified in the relevant Final Terms (the **Clean-up Call 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, the Issuer may at any time, at its option, and having given to the Paying Agent and the Noteholders not less than 5 nor more than 30 calendar days' notice (the **Clean-Up Redemption Notic**e), 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.

5.8 ***Early Redemption Amounts***

For the purpose of Condition 5.2 (*Redemption for tax reasons*), Condition 5.3 (*Redemption for regulatory reasons (Regulatory Call)*), Condition 5.6 (*Issuer Call due to MREL Disqualification Event*) above and Condition 8 (*Events of Default and Enforcement*):

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

(b) each Zero Coupon Note will be redeemed at its Early Redemption Amount calculated in accordance with the following formula:

Early Redemption Amount = RP x (1 + AY)y

where:

RP means the Reference Price;

AY means the Accrual Yield expressed as a decimal; and

y is the Day Count Fraction specified in the 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 or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (ii) Actual/360 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (iii) Actual/365 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 365).

5.9 ***Specific redemption provisions applicable to certain types of Exempt Notes***

The Final Redemption Amount, any Optional Redemption Amount and the Early Redemption Amount in respect of Index Linked Redemption Notes and Dual Currency Redemption Notes may be specified in, or determined in the manner specified in, the applicable Pricing Supplement. For the purposes of Condition 5.2 (*Redemption for tax reasons*), Index Linked Interest Notes and Dual Currency Interest Notes may be redeemed only on an Interest Payment Date.

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

5.10 ***Purchases***

Subject to Condition 5.14 (*Conditions to Early Redemption and Purchase of Senior Notes and Non-Preferred Senior Notes*) in respect of Senior Notes and Non-Preferred Senior Notes and Condition 5.15 (*Conditions to Early Redemption and Purchase of Subordinated Notes*) in respect of Subordinated Notes, the Issuer or any of its subsidiaries may purchase Notes at any price in the open market or otherwise. If purchases are made by tender, tenders must be available to all Noteholders alike. Such Notes may be held, reissued, resold or, at the option of the purchaser, cancelled.

Subordinated Notes may only be purchased by the Issuer or any of its subsidiaries, provided that and to the extent permitted by the relevant Regulatory Capital Requirements (as defined in Condition 5.15 (*Conditions to Early Redemption and Purchase of Subordinated Notes*)) at the relevant time the Notes to be purchased (a) do not exceed the lower of (i) 10 per cent. (or any other threshold as may be requested or required by the Competent Authority from time to time) of the aggregate nominal amount of the relevant Series of the Subordinated Notes and (ii) 3 per cent. (or any other threshold as may be requested or required by the Competent Authority from time to time) of the aggregate nominal amount of the Subordinated Notes qualified on issue as "Tier 2 capital" for regulatory capital purposes of the Issuer from time to time outstanding and (b) are not purchased in order to be surrendered to any Paying Agent for cancellation.

5.11 ***Cancellation***

All Notes which are redeemed will forthwith be cancelled. All Notes so cancelled and any Notes purchased and cancelled pursuant to Condition 5.10 (*Purchases*) above cannot be reissued or resold.

5.12 ***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 5.1 (*Redemption at maturity*), 5.2 (*Redemption for tax reasons*), 5.3 (*Redemption for regulatory reasons (Regulatory Call)*), 5.4 (*Redemption at the option of the Issuer (Issuer Call)*) or 5.5 (*Redemption at the option of the Noteholders (Investor Put)*) above or upon its becoming due and repayable as provided in Condition 8 (*Events of Default and Enforcement*) 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 5.8(b) (*Early Redemption Amounts*) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

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

(b) five days after the date on which the full amount of the moneys payable in respect of such Zero Coupon Notes has been received by the Paying Agent and notice to that effect has been given to the Noteholders in accordance with Condition 10 (*Notices*).

5.13 ***Italian Civil Code***

The Notes are not subject to Article 1186 of the Italian Civil Code nor, to the extent applicable, to Article 1819 of the Italian Civil Code.

5.14 ***Conditions to Early 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 5.2 (*Redemption for tax reasons*), 5.4 (*Redemption at the option of the Issuer (Issuer Call)*), 5.6 (*Issuer Call due to MREL Disqualification Event*), 5.7 (*Clean-up redemption at the option of the Issuer*) or 5.10 (*Purchases*) or Condition 11 (*Meetings of Noteholders, Modification and Waiver*) (including, for the avoidance of doubt, any modification or variation in accordance with Condition 11 (*Meetings of Noteholders, Modification and 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, where one of the following conditions is met:

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

(b) the Issuer has demonstrated to the satisfaction of the Relevant Resolution Authority that its own funds and eligible liabilities would, following such call, redemption, repayment or repurchase, exceed the requirements for own funds and eligible liabilities laid down in the Regulatory Capital Requirements by a margin that the Relevant Resolution Authority, in agreement with the Competent Authority, considers necessary; or

(c) the Issuer has demonstrated to the satisfaction of the Relevant Resolution Authority that the partial or full replacement of the relevant Notes with own funds instruments is necessary to ensure compliance with the own funds requirements laid down in the Regulatory Capital Requirements for continuing authorisation,

subject in any event to any different conditions or requirements as may be applicable from time to time under the Regulatory Capital Requirements (as amended and supplemented from time to time).

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

5.15 ***Conditions to Early Redemption and Purchase of Subordinated Notes***

Any redemption or purchase of Subordinated Notes in accordance with Condition 5.2 (*Redemption for tax reasons*), 5.3 (*Redemption for regulatory reasons (Regulatory Call)*), 5.4 (*Redemption at the option of the Issuer (Issuer Call)*), 5.7 (*Clean-up redemption at the option of the Issuer*) or 5.10 (*Purchases*) or Condition 11 (*Meetings of Noteholders, Modification and Waiver*) (including, for the avoidance of doubt, any modification or variation in accordance with Condition 11 (*Meetings of Noteholders, Modification and Waiver*)) is subject to compliance with the then applicable Regulatory Capital Requirements, including, as relevant, 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 subsequently amended:

(i) in the case of redemption pursuant to Condition 5.2 (*Redemption for tax reasons*), 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 5.3 (*Redemption for regulatory reasons (Regulatory Call)*), a Regulatory Event having occurred in respect of Subordinated Notes; 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.

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

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 the 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;

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 having primary responsibility for the prudential oversight and supervision of the Issuer.

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

CRD IV Directive 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 the CRD V Directive and by the CRD VI Directive);

CRD V Directive 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;

CRD VI Directive means Directive (EU) 2024/1619 of the European Parliament of the Council of 31 May 2024 amending Directive (EU9 2013/36 as regards supervisory powers, sanctions, third-country branches, and environmental, social and governance risks;

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 the CRR II and the CRR III);

CRR II means Regulation (EU) 2019/876 of the 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;

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

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 Directive;

Group or **Banca Mediolanum Group** means the Banca Mediolanum Banking Group, registered with the Register of Banking Groups held by the Bank of Italy pursuant to Article 64 of the Italian Consolidated Banking Act, under number 3062;

Group Entity means the Issuer and any legal person that is part of the Banca Mediolanum 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 Banca Mediolanum 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 Banca Mediolanum 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 Banca Mediolanum 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, 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 the 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.

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, as amended and supplemented from time to time (**Decree No. 239**) and in all circumstances in which the procedures set forth in 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 of 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, or procuring, a declaration or any other statement to the relevant tax authority, including, but not limited to, a declaration of residence or non-residence, but has failed to do so; 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 4.3 (*Payment Day*)); or

(v) in the event of payment to a non-Italian resident legal entity or a non-Italian resident individual, to the extent that interest or any other amount is paid to a non-Italian resident legal entity or a non-Italian resident individual which is resident in a country which does not allow for a satisfactory exchange of information with the Italian authorities;

(vi) where the holder who would have been able to lawfully avoid (but has not so avoided) such deduction or withholding by complying, or procuring that any third party complies, with any statutory requirements (except where such

requirements have not been met due to the actions or omissions of the Issuer or its agent); 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 amended or supplemented from time to time; or

(d) where such withholding or deduction is imposed on a payment pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, any regulations or agreements thereunder or any official interpretations thereof or any law implementing an intergovernmental approach thereto.

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 or any other jurisdiction or any political subdivision or any authority thereof or therein having power to tax to which the Issuer becomes subject in respect of payments made by it of interest on the Notes; 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 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 AND ENFORCEMENT

With respect to any Senior Note, Non-Preferred Senior Notes or Subordinated Note, if the Issuer becomes subject to *Liquidazione Coatta Amministrativa* as defined in the Italian Consolidated Banking Act (the **Event of Default**), then any holder of a Senior Note, Non-Preferred Senior Note or Subordinated Note may, by written notice to the Issuer and at the specified office of the Paying Agent, effective upon the date of receipt thereof by the Paying Agent, declare any Senior Note, Non-Preferred Senior Note or Subordinated Note held by the holder to be forthwith due and payable whereupon the same shall become forthwith due and payable at its Early Redemption Amount, 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, the non-payment by the Issuer of any amount due and payable under these Notes, or the taking of any crisis prevention measure or crisis management measure in relation to the Issuer in accordance with the BRRD, is not an event of default.

No Event of Default for the Notes shall occur other than in the context of an insolvency proceeding in respect of the Issuer (and, for the avoidance of doubt, resolution proceeding(s) or moratoria imposed by a resolution authority in respect of the Issuer shall not constitute an Event of Default for the Notes for any purpose).

9. 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.

The Issuer is entitled to terminate its role as Paying Agent and appoint an additional or other Paying Agent, 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.

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, a daily newspaper of general circulation in Luxembourg or the Luxembourg Stock Exchange's website, www.luxse.com. It is expected that any such publication in a newspaper will be made in the Luxemburger Wort or the Tageblatt in Luxembourg. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules of any stock exchange or other relevant authority on which the Notes are for the time being listed or by which they have been admitted to trading 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.

11. MEETINGS OF NOTEHOLDERS, MODIFICATION AND WAIVER

The provisions for the meetings of Noteholders (including by way of conference call or by use of videoconference platform) attached as Annex 1 (*Provisions for the Meetings of Noteholders*) to these Conditions (the **Provisions for the Meetings of Noteholders**) contains provisions for convening meetings of the Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes or these Conditions. 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 10 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 or these Conditions (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 or amending in certain respects), the quorum shall be one or more persons holding or representing not less than two-thirds 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-third in nominal amount of the Notes for the time being outstanding. An Extraordinary Resolution passed by the Noteholders will be binding on all the Noteholders, whether or not they are present at any meeting, and whether or not they voted on the resolution.

The Provisions for the Meetings of Noteholders provide that a resolution in writing signed by or on behalf of the holders of not less than 75 per cent. in nominal amount of the Notes outstanding shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Noteholders duly convened and held. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Noteholders.

The Paying Agent and the Issuer may agree, without the consent of the Noteholders to:

(i) any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes that is in the sole opinion of the Issuer not materially prejudicial to the interests of the Noteholders; or

(ii) any modification which is of a formal, minor or technical nature or to correct a manifest error including without limitation where required in order to comply with mandatory provisions of law.

For the avoidance of doubt, any variation of the Conditions (and any agency agreement entered into by the Issuer to appojnt a different Paying Agent in accordance with Condition 9 (*Agents*), as applicable) to give effect to any Benchmark Amendments in the circumstances and as otherwise set out in Condition 3.4 (*Benchmark Discontinuation*)) shall not require the consent of the 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. 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.

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, (ii) any Series of Subordinated Notes, if at any time a Regulatory Event occurs, and if Variation is specified as being applicable in the form of Final Terms, (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 14 (*Statutory Loss Absorption Powers*), then the Issuer may, subject to giving any notice required to be given to, and receiving 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 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 Regulatory Event and/or a Tax Event, as applicable.

In these Conditions:

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 Banca Mediolanum 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, unless any downgrade is solely attributable to the effectiveness and enforceability of Condition 14 (*Statutory Loss Absorption Powers*); and

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

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 Banca Mediolanum 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, unless any downgrade is solely attributable to the effectiveness and enforceability of Condition 14 (*Statutory Loss Absorption Powers*); 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, unless any downgrade is solely attributable to the effectiveness and enforceability of Condition 14 (*Statutory Loss Absorption Powers*); and

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

Provision for the Meetings of Noteholders are attached to, and form an integral part of, these Conditions. References in these Conditions to the Provisions for the meetings of Noteholders include such provisions as from time to time modified in accordance with the provisions contained therein and any agreement or other document expressed to be supplemental thereto.

For avoidance of doubt, any modification or variation pursuant to this Condition 11 is subject to the provisions of Condition 5.14 (*Conditions to Early Redemption and Purchase of Senior Notes and Non-Preferred Senior Notes*) (in respect of Senior Notes and Non-Preferred Senior Notes) and Condition 5.15 (*Conditions to Early Redemption and Purchase of Subordinated Notes*) (in respect of Subordinated 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

13.1 *Governing law*

The Terms and Conditions, the Notes and any non-contractual obligations arising out of or in connection with any of the above are governed by, and construed in accordance with, Italian law.

13.2 *Submission to jurisdiction*

(a) The courts of Milan have exclusive jurisdiction to settle any dispute arising out of or in connection with the Notes, including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Notes (a **Dispute**) and accordingly each of the Issuer and any Noteholders in relation to any Dispute submits to the exclusive jurisdiction of the courts of Milan.

(b) For the purposes of this Condition 13.2, each of the Issuer and any Noteholders waives any objection to the courts of Milan on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.

13.3 ***Other documents***

The Issuer has submitted to the exclusive jurisdiction of the courts of Milan.

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 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 14.

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 the 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 OF THE 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 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 tenth or at any adjourned meeting one or more persons being or representing the majority of the Noteholders attending at the relevant meeting whatever the nominal amount of the Notes so held or represented;

(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 two-thirds 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-third in nominal amount of the Notes for the time being outstanding.

Reserved Matter means any proposal:

(a) to change any date fixed for payment of principal or interest in respect of the Notes, to reduce the amount of principal or interest payable on any date in respect of the Notes or to alter the method of calculating the amount of any payment in respect of the Notes on redemption or maturity or the date for any such payment;

(b) to effect the exchange or substitution of the Notes for, or the conversion of the Notes into, shares, bonds or other obligations or securities of the Issuer or any other person or body corporate formed or to be formed;

(c) to change the currency in which amounts due in respect of the Notes are payable;

(d) to change the quorum required at any Meeting or the majority required to pass an Extraordinary Resolution; or

(e) to amend this definition;

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 Joined 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 holders of not less than 75 per cent. in nominal amount of the Notes outstanding who for the time being are entitled to receive notice of a Meeting in accordance with the provisions of this Provisions for the

Meetings of Noteholders, whether contained in one document or several documents in the same form, each signed by or on behalf of one or more such holders of the Notes;

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) 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 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, or at any other place approved by the Paying Agent, 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 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 (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 withthe 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; 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 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 paragraph 9 (*Adjourned Meeting*) 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 approve any proposal by the Issuer for any modification, abrogation, variation or compromise of any of the Conditions or any arrangement in respect of the obligations of the Issuer under or in respect of the Notes;

(c) to approve the substitution of any person for the Issuer (or any previous substitute) as principal obligor under the Notes;

(d) to waive any breach or authorise any proposed breach by the Issuer of its obligations under or in respect of the Notes or any act or omission which might otherwise constitute an event of default under the Notes;

(e) to authorise the Paying Agent or any other person to execute all documents and do all things necessary to give effect to any Extraordinary Resolution;

(f) to give any other authorisation or approval which is required to be given by Extraordinary Resolution; and

(g) to appoint any persons as a committee to represent the interests of the Noteholders and to confer upon such committee any powers which the Noteholders could themselves exercise by Extraordinary Resolution.

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 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 of the sale of each Tranche 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 Banca Mediolanum Group; or

(b) to finance and/or refinance, in whole or in part, Eligible Green Assets and/or Eligible Social Assets and/or Eligible Sustainable Assets (each as defined below).

If, in respect of any particular issue of Notes, there is any other particular identified use of proceeds, this will be stated in the applicable Final Terms or Pricing Supplement relating to the relevant Tranche of Notes.

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 Eligible Green Projects (above 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 Eligible Social Assets (above mentioned at (b)) 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 Eligible Sustainable Assets (above mentioned at (b) above) will be denominated Sustainability Bonds.

In relation to any Eligible Green Assets or Eligible Social Assets or Eligible Sustainable Assets the Issuer will make available under section "EMTN Programme" on its website (https://www.bancamediolanum.it/corporate/investors/fixed-income):

(i) a green, social and sustainability bond framework (the **Green, Social and Sustainability Bond Framework**), as amended and supplement from time to time, which sets out the categories of Eligible Green Assets or Eligible Social Assets or Eligible Sustainable Assets which have been identified by the Issuer as part of priority activity sectors within the context of climate change mitigation, energy savings and GHG emissions reduction; as at the date of this Base Prospectus, the Green, Social and Sustainability Bond Framework is dated July 2022;

(ii) a second party opinion issued by ISS ESG, assessing the alignment of the Green, Social and Sustainability Bond Framework with the GBP, SBP and/or SBG (the **Second Party Opinion**); as at the date of this Base Prospectus, the Second Party Opinion is dated 29 July 2022; and

(iii) any public reporting by or on behalf of the Issuer.

For the avoidance of doubt, any such Green, Social and Sustainability Bond Framework or Second Party Opinion is not, nor shall be deemed to be, incorporated in and/or form part of this Base Prospectus.

According to the Green, Social and Sustainability Bond Framework, the Issuer and the relevant group have recently established a new GSS Bond Framework Commission: an internal cross-functional platform consisting of members from the Top Management, the Group Treasury, the ESG Commission and all relevant departments that contribute to the origination of Eligible Green Assets and/or Eligible Social Assets and/or Eligible Sustainable Assets. The GSS Bond Framework Commission meet on an annual basis. The GSS Bond Framework Commission will also be in charge of: (i) monitoring and reviewing the pool of Eligible Green Assets and/or Eligible Social Assets and/or Eligible Sustainable

Assets; (ii) reviewing and validating new assets/financing to be included in the categories of Eligible Green Assets and/or Eligible Social Assets and/or Eligible Sustainable Assets as well as inclusion of new potential categories; (iii) assessing, at least on a yearly basis, the impacts stemming from the activities included in the categories of Eligible Green Assets and/or Eligible Social Assets and/or Eligible Sustainable Assets; (iv) monitoring, on an on-going basis, market trends related to Green Bonds, Social Bonds or Sustainability Bonds best practices in terms of disclosure, reporting, and harmonization; (v) reviewing and approval of the allocation report; and (vi) engaging with auditors and external Second Party Opinion providers.

The Issuer commits to reach full allocation within three years following the issue of the Green Bonds, Social Bonds or Sustainability Bonds, and to monitor and track the net proceeds through its internal accounting system. The Issuer will also ensure that the amount of Eligible Green Assets and/or Eligible Social Assets and/or Eligible Sustainable Assets will always exceeds or will at least equal the sum of the net proceeds of outstanding Green Bonds, Social Bonds or Sustainability Bonds. Pending the allocation or reallocation, as the case may be, of the net proceeds to Eligible Assets, the Issuer will invest the balance of the net proceeds – at its own discretion and in compliance with its liquidity policy as well as the exclusion criteria reported in the Green, Social and Sustainability Bond Framework – in cash or other liquid marketable instruments.

The Issuer will publish, on an annual basis and until full allocation, (i) the allocation report of the proceeds raised through the Green Bonds, Social Bonds or Sustainability Bonds issued under the Green, Social and Sustainability Bond Framework along with (ii) an impact report of the assets financed by those Green Bonds, Social Bonds or Sustainability Bonds. The Issuer will keep its reports readily available for investors on its website https://www.bancamediolanum.it/corporate/investors. Furthermore, the Issuer has appointed an independent external auditor to perform a limited assurance of the Green Bonds, Social Bonds or Sustainability Bonds reporting activity.

No assurance, representation or warranty is given by any of the Issuer, the Arranger or the Dealers or any of their respective affiliates (including parent companies) as to the suitability or reliability for any purpose whatsoever of any opinion, report or certification of any third party (whether or not solicited by the Issuer) (including the Second Party Opinion) which may be made available in connection with the issue of the Green Bonds, Social Bonds or Sustainability Bonds and in particular with any Eligible Green Assets or Eligible Social Assets or Eligible Sustainable Assets to fulfil any environmental, sustainability and/or other criteria. Any such opinion, report or certification (including the Second Party Opinion) is only current as of the date it was issued and the providers of such opinions and certifications are not currently subject to any specific oversight or regulatory or other regime. For the avoidance of doubt, neither any such opinion, report or certification (including the Second Party Opinion) nor the Green, Social and Sustainability Bond Framework is, nor shall be deemed to be, incorporated in and/or form part of this Base Prospectus. Neither such opinion, report or certification (including the Second Party Opinion) nor the Green, Social and Sustainability Bond Framework is, nor should be deemed to be, a recommendation by the Arranger or the Dealers, or any of their respective affiliates (including parent companies), to buy, sell or hold any such Green Bonds, Social Bonds and/or Sustainability Bonds and would only be current as of the date it is released. Prospective investors in any Green Bonds, Social Bonds and/or Sustainability Bonds should also refer to the risk factor above headed "*In respect of any Notes issued with a specific use of proceeds, such as a 'Green Bond' or '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*".

Any additional information related to the use of proceeds will be set out in the applicable Final Terms or Pricing Supplement.

Definitions:

Eligible Green Assets means any new and/or existing loans, projects and investments belonging to the following categories:

(i) green buildings (i.e., financing related to: (i) the acquisition of new or existing residential or commercial buildings built before December 31st, 2020: a. with energy efficiency class A or B b. which are aligned with current environmental regulation and belong to the top 15% in Italy in terms of most carbon-efficient buildings (kg CO2e/sqm), (ii) the acquisition of new or existing residential or commercial buildings built after December 31st, 2020 with Primary Energy Demand (PED) at least 10% lower than the threshold set for the nearly zero-energy building (NZEB), (iii) renovation projects with an improvement in energy efficiency resulting in a minimum of 30% of energy savings, (iv) the acquisition of tax incentives related to investments in energy efficiency renovations and improvements introduced by Italian or other EU governments, such as the Italian law decree 2020/34 (*decreto rilancio*) "*Misure urgenti in materia di salute, sostegno al lavoro e all'economia, nonché di politiche sociali connesse all'emergenza epidemiologica da COVID-19)*");

(ii) clean transportation (i.e., financing related to the adoption, maintenance and upgrades of low-energy and low-carbon transport assets, including: (i) electric or hybrid vehicles with CO2 emissions lower than 50g CO2/km, (ii) charging points dedicated to foster the adoption of clean transportation); and

(iii) energy efficiency (i.e., financing related to the adoption of (and/or upgrades of) equipment or technology such as: (i) smart grids, (ii) district heating and cooling, (iii) energy storage, (iv) efficient LED lighting appliances and systems),

provided in each case that, such eligibility will be defined in accordance with the broad categorisation of eligibility for Green Assets as set out in the GBP or as from time to time otherwise specified in the applicable Final Terms or Pricing Supplement.

Eligible Social Assets means any new and/or existing loans, projects and investments belonging to the following categories:

(i) employment generation (SME financing) (i.e., financing related to the support of employment and socioeconomic advancement through promotion and expansion of SMEs: (i) financing of SMEs in response to the Covid-19 pandemic crisis, (ii) financing of SMEs, (iii) microfinance);

(ii) support to the third sector (*terzo settore*) (i.e., financing related to the third sector (associations, ngos, social enterprises, social cooperatives, foundations etc.) with positive social impact on the society in the following sectors: (i) healthcare and scientific research, (ii) education, (iii) clean transportation and environmental protection, (iv) art, culture and recreational activities (including also amateur sports, tourist activities of social and cultural interest, etc.), (v) solidarity and social activities (including also welcoming and integrating migrants, inclusiveness of disadvantages workers by law, animal protection, etc.), (vi) fair trade and international cooperation for the sustainable development, human rights and peace); and

(iii) affordable housing (i.e., financing related to: (i) activities that increase the access to social housing aiming to support people living in social and economic difficulties and those living without adequate housing, (ii) investments in financing to social housing real estate (including low rent housing, affordable housing, cooperative housing)).

provided in each case that, financing related to the following activities are excluded from eligibility: fossil-fuel energy, nuclear energy, gambling, tobacco, alcohol, animal abuse, weapons, *and further provided in each case that* such eligibility will be defined in accordance with the broad categorisation

of eligibility for Social Assets as set out in the SBP or as from time to time otherwise specified in the applicable Final Terms or Pricing Supplement.

Eligible Sustainable Assets will be defined as a combination of both Eligible Green Assets and Eligible Social Assets as set out in the SBG or as from time to time otherwise specified in the applicable Final Terms or Pricing Supplement.

THE ISSUER

1. HISTORY AND DEVELOPMENT OF THE ISSUER

The Issuer is the parent company (**Parent Company**) of the Banca Mediolanum banking group ("*Gruppo Mediolanum (Conglomerato Finanziario)*") (the **Group** or **Banca Mediolanum Group**) and has been carrying out its activities in the banking sector and in the intermediary and placement of financial and insurance products for a number of years, on behalf of the companies in the group, as well as other entities that entrust the bank with the placement of their mutual funds or structured products. This activity is mainly carried out by the Issuer through an extensive network of financial advisors licensed to provide their service on a "door-to-door selling" (*offerta fuori sede*) basis, which are linked to the Issuer by an agency contract, distributed throughout the whole Italian territory (hereinafter, **Family Bankers**).[11] Within the Group, the Issuer, which is an operating Parent Company performing guidance, governance and control functions for the Group, exercises its steering and direction role on the subsidiaries.

With respect to the insurance group, which is part of the Group, the direction and coordination activities carried out by the parent company Mediolanum Vita S.p.A., must integrate and find the appropriate synergies with the requirements of direction and coordination dictated by the existence of the financial conglomerate.

The Group's net new money (**NNM**) flows should remain strong in 2025, because its clients can usually better withstand some erosion of real income and, as of the date of this Base Prospectus, the Group holds a share of 3.2% in the Italian market, which is determined on the basis of the Group's holdings of total financial assets in Italy. Such data is calculated on the basis of an estimate that includes the financial assets of Italian consumer and producer households. In particular, the portfolio held by the Group includes deposits, administered investments, managed products, insurance and pension products.

Company name

The Issuer's legal and commercial name is "BANCA MEDIOLANUM S.p.A.", the commercial name in short "Mediolanum".

Issuer Legal Entity Identifier (LEI)

7LVZJ6XRIE7VNZ4UBX81.

Place of registration of the Issuer and its registration number

The Issuer is registered with the Companies Register of Milan – Monza – Brianza – Lodi, Italy, at No. 02124090164. The Issuer is also on the Register of Banking Groups (*Albo dei Gruppi Bancari*) held by the Bank of Italy at No. 03062.

Date of incorporation and length of life of the Issuer

The Issuer was incorporated as a joint stock corporation (*società per azioni*) by deed of Paolo Marinelli, Notary public, registered in Bergamo on 22 November 1991 with the registry office (*ufficio del registro*) No. 6064.

The duration of the Issuer is set, pursuant to Article 5 of its Articles of Association, up to 31 December 2100 and may be extended.

[11] For sake of clarity, "Family Bankers" is a registered trademark which distinguish the financial consultants affiliated to the Mediolanum's network.

Domicile and legal form of the Issuer, legislation under which the Issuer operates, its country of incorporation, website address and address and telephone number of its registered office

Banca Mediolanum is a joint stock company (*società per azioni*) incorporated in Milan, Italy and operating under Italian law. The address of the Issuer's registered office is Palazzo Meucci, Via Ennio Doris, 20079 Basiglio Milano 3, Italy, phone +39 02 9049.1, website address: www.bancamediolanum.it. Certified electronic email (*posta elettronica certificata*): bancamediolanum@pec.mediolanum.it.

History and evolution of the Group

In February 1982, Ennio Doris, in equal partnership with the group headed by Fininvest S.p.A., establishes Programma Italia S.p.A., with the strategic objective of creating a network of "global consultants" through which to offer services and products capable of satisfying not only the needs and requirements in the area of investments, but also in the areas of retirement savings, life insurance as well as personal protection and one's assets. Therefore, in 1984 Programma Italia and Fininvest Italia S.p.A. acquired the entire corporate capital of the two insurance companies Mediolanum Vita S.p.A. and Mediolanum Assicurazioni S.p.A.

In 1993, the Fininvest group with the Doris family reached an agreement to jointly control the entire group of companies consisting of three mutual fund management companies, three securities brokerage companies, one static trust company, one stock exchange commission agent, and three service companies.

In 1995, after more than a decade of development, the corporate structure is reorganised and simplified: all companies except Mediolanum Assicurazioni S.p.A. (which remains owned by the two majority shareholders) are contributed to a holding company owned equally by the two shareholders Ennio Doris and Fininvest S.p.A. Thus, the Mediolanum Holding S.p.A. is created, being the parent company of what will become the Group.

On 3 June 1996, following a public offering for sale and subscription (**OPVS**), the Issuer's shares have listed on the electronic stock market (**MTA**).

In 1997, Programma Italia Investimenti Sim p.a. was transformed into Banca Mediolanum S.p.A. with a multi-channel operating model of direct access through a customer service via telephone, a new system of consulting banking data through the Teletext service, and of course the "human channel" consisting of the so called "global advisors" (i.e. advisors able to respond to all investment, savings, insurance and pension needs of clients, as mentioned above) aimed at following the customers' choices and needs.

Since 1998, Mediolanum Holding S.p.A. has been included in the index representing the leading companies of the Italian Stock Exchange (initially the MIB30 index, now the FTSE MIB).

In 2000, the process of expansion abroad is initiated by the Group with the acquisition in Spain of the Fibanc Banking Group and Banco Mediolanum S.A. (formerly Banco de Finanzas e Inversiones S.A.) and thus begins operations in the Spanish market, with the aim of replicating the Italian business model.

In 2005, Fondazione Mediolanum was established, committed, in particular, to supporting projects for children in distress.

In 2006, as an evolution of the aforementioned global advisor, the figure of the Family Banker was born, which became the hallmark of the Issuer's sales network and a point of reference for its customers.

On 30 June 2008, after an experience in the Spanish subsidiary Fibanc S.A., as managing director as well as general manager, Mr. Massimo Antonio Doris becomes managing director and general manager of the Issuer. The latter position, in 2014, was taken over by Mr. Gianluca Bosisio. As of the date of this Base Prospectus, the position of general manager of Banca Mediolanum is held by Mr. Igor Garzesi.

In 2013, Mediolanum Assicurazioni S.p.A. was acquired, which, after a long and profound restructuring of its product portfolio and business model, now exclusively oriented to distribution through the Issuer, joined the Group. At the same time, the Issuer also decided to enter the open architecture by offering mutual funds from renowned investment houses.

Furthermore, in 2013, the recognition of the prevalence of banking over insurance activities, found by supervisors for two consecutive years, leads the Group to be considered a financial conglomerate with a banking predominance. The role of primary supervisor passes to the Bank of Italy.

In 2014, Mediolanum S.p.A. becomes the parent company of the banking group formerly headed by Banca Mediolanum.

In 2015, the merger by acquisition of Mediolanum Holding S.p.A. into Banca Mediolanum is implemented.

Starting from 30 December 2015, Banca Mediolanum is the Parent Company of the Group and of the Mediolanum's financial conglomerate to which belongs the Mediolanum Insurance Group, which consists of Mediolanum Vita S.p.A. (as parent company), Mediolanum Assicurazioni S.p.A. and Mediolanum International Life DAC and is, therefore, also subject to a system of supplementary supervision that introduces prudential discipline for the conglomerates themselves.

In 2017, following authorization issued by the Bank of Italy, the Issuer completed the acquisition of Prexta S.p.A. (formerly EuroCQS), a company operating in the microcredit sector and, in particular, in the salary-backed loan (*cessione del quinto*).

In 2018, the Investment Banking department is created in order to contribute to the development of Italian small and medium-sized enterprises and to support business clients on all extraordinary finance matters relating to enterprises.

On 1 April 2019, the merger of Mediolanum Asset Management with Mediolanum International Funds becomes effective.

On 19 July 2019, the new company, Flowe S.p.A. – SB, is incorporated. This company, being an "*Istituto di Moneta Elettronica – IMEL*", is active in payment services and is wholly owned by Banca Mediolanum.

Starting from 13 October 2021, the European Central Bank (**ECB**) confirmed the decision to classify Banca Mediolanum as a significant supervised entity at the maximum level of consolidation.

On 1 January 2022, the ECB, as the competent authority, directly supervises the Issuer as well as its subsidiary Banco Mediolanum S.A. (Spain), while the competent Italian national authorities - being, for sake of clarity, the "*Commissione Nazionale per le Società e la Borsa*" (**CONSOB**), the "*Istituto per la vigilanza sulle assicurazioni*" (**IVASS**), "*Commissione di vigilanza sui fondi pensione*" (**COVIP**) and the Bank of Italy **-** continue to supervise the remaining Group companies outside the scope of the ECB-supervised Group.

A brief description of the Issuer's distribution model and principal activities and principal categories of products sold and/or services provided

The Issuer's distribution model is able to fulfill clients' financial needs with full-integrated approach, as it combines the holistic advisory model (which involves the Family Bankers) with a technological multi-channel platform.

This model offers in a simple and easily accessible way products and services that meet the needs of private individuals and families, who are the main target of the Issuer's services. Due to its numerous communication channels, the client is put in the position to choose how to access the Issuer's services, deciding the timing and mode of relationship that he or she prefers from time to time.

Through its 4, 975 Family Bankers, who are enrolled in the single register of financial advisors (*albo unico dei consulenti finanziari*) and based across 507 administrative offices and two branches as at 30 June 2025, the Issuer offers its customers assistance in asset management and investment advice in Italy, combined with the wide range of banking, financial and insurance services offered, such as mortgages and loans, life and non-life insurance, insurance investment products and pension plans and banking services in general.

In addition, the Issuer's multichannel model, with no physical branches, provides its customers with a state-of-the-art home banking site and mobile app, as well as a "banking center" with more than 470 banking specialists who provide telephone assistance and operational support.

A network of more than 16,000 affiliated branches (from Intesa Sanpaolo S.p.A., Poste Italiane S.p.A. and, starting from 2025, also UniCredit S.p.A.) is also made available to customers to withdraw or deposit cash and checks throughout Italy. Furthermore, a network of affiliated tobacco shops, bar and newsstands (Mooney S.p.A. sales points) has recently been made available to customers to withdraw or deposit cash.

The multichannel model is vertically integrated, so the Issuer mainly distributes products created by other companies belonging to the Group, and to a lesser extent third party products, in particular:

- banking products such as current accounts, deposit accounts, mortgages, personal loans, including consumer credit, payment instruments (credit and debit cards) offered by the Issuer;

- insurance products such as protection policies, operating both in the non-life classes (such as health and disability and property and casualty), issued by Mediolanum Assicurazioni S.p.A., and in the life classes (i.e. term-life) issued by Mediolanum Vita S.p.A., all distributed by Banca Mediolanum S.p.A;

- collective savings investment undertakings, insurance investment products and forms of supplementary pension schemes (mutual funds under Italian and foreign law, unit-linked policies, individual pension plans, open pension funds and other investment instruments), are created by Mediolanum Gestione Fondi SGR p.A, Mediolanum International Funds Ltd., Mediolanum Vita S.p.A. and Mediolanum International Life DAC., Mediolanum Gestion S.G.I.I.C. S.A. and Mediolanum Pensiones S.G.F.P. S.A. and distributed by Banca Mediolanum S.p.A. in Italy and Banco Mediolanum S.A. in Spain;

- Banca Mediolanum has also promoted a fully digital "Selfy" offering (*i.e.* current accounts, protection policies and other products, which are placed primarily through the Mediolanum web-app made available to each customers, who can sign up for using the relevant service with full independence);

- other services, such as online trading and portfolio management service; and

- among the products placed by the Issuer on behalf of third party companies, insurance and investment products, including structured products.

A brief description of the Issuer's private banking services

Wealth management

The Issuer offers both wealth management and wealth solution services to private individuals, businesses and institutional investors. In particular:

- **wealth management** includes investment advice and solutions, asset protection and inheritance, as well as art advisor service through third-party partners; and

- **wealth solutions** refers to the services of advanced portfolio advisory with qualified and specialised experts from the asset management team, analysis of real estate and corporate assets, inheritance and succession planning.

Investment banking

With its Investment Banking service, the Issuer offers in favour of corporate clients a range of services in the following macro-areas: Equity Capital Markets, Mergers & Acquisitions and Debt Capital Markets.

Fiduciary services

The Issuer, through Mediolanum Fiduciaria S.p.A., offers trust administration, account aggregation, administration of participations held in unlisted companies within the regulated markets as well as the escrow agreement services.

ORGANISATIONAL STRUCTURE

Brief description of the Group of which the Issuer is part and of the Issuer's position within the Group

As of the date of the Base Prospectus, the Group comprises the companies listed below.

The amounts of the share capital of the Group companies reported below is based on the consolidated annual report on the Issuer's operations attached to the unaudited condensed consolidated half-year financial statements as at and for the six months ended on 30 June 2025.

Parent company:

- Banca Mediolanum S.p.A.

Companies belonging to the Group:

- Mediolanum Vita S.p.A. – Milan, Italy.

  The Issuer holds the entire corporate capital.

- Mediolanum Assicurazioni S.p.A. — Milan, Italy.

  The Issuer holds the entire corporate capital.

- Mediolanum International Life Designated Activity Company — Dublin, Ireland.

The Issuer holds the entire corporate capital.

- Mediolanum Comunicazione S.p.A. – Milan, Italy.

  The Issuer holds the entire corporate capital.

- Mediolanum Gestione Fondi SGR p.A. – Milan, Italy.

  The Issuer holds the entire corporate capital.

- Mediolanum International Funds Ltd – Dublin, Ireland.

  The corporate capital of Mediolanum International Funds Ltd is held by the Issuer for 95.46% and by Banco Mediolanum S.A. for 4.54%.

- Mediolanum Fiduciaria S.p.A. – Milan, Italy.

  The Issuer holds the entire corporate capital.

- Prexta S.p.A.– Milan, Italy.

  The Issuer holds the entire corporate capital.

- Flowe S.p.A. S.B. – Milan, Italy.

  The Issuer holds the entire corporate capital.

- August Lenz & Co. – Munchen, Germany (in liquidation).

  The Issuer holds the entire corporate capital.

- PI Servizi S.p.A. — Milan, Italy.

  The Issuer holds the entire corporate capital.

- Banco Mediolanum S.A., — Valencia, Spain.

  The Issuer holds the entire corporate capital.

- Fibanc S.A. – Barcelona, Spain.

  The Issuer holds indirectly through Banco Mediolanum S.A. the entire corporate capital.

- Mediolanum Pensiones S.A. S.G.F.P. — Barcelona, Spain.

  The Issuer holds indirectly through Banco Mediolanum S.A. 99.999% of the corporate capital.

- Mediolanum Gestion S.G.I.I.C. S.A. — Barcelona, Spain.

  The Issuer holds indirectly through Banco Mediolanum S.A. 99.999% of the corporate capital.

Disclosure in respect of business segments

This section presents the consolidated segment results which, pursuant to IFRS 8, were prepared using a format that reflects the management system of the Group (the "*management reporting approach*"), in accordance with all the information provided to the market and to the various stakeholders**.**

The disclosure in respect of business segments is prepared in accordance with the provisions of IFRS8 and the following segments are identified:

– Italy, Banking;

– Italy, Asset Management;

– Italy, Insurance;

– Spain; and

– Germany.

As of the date hereof, the Group has a total of 507 financial consultants' offices in Italy.

In Italy, the Issuer operates through the Issuer's distribution network.

The principal territories where the Issuer operates are Lombardy, Sicily, Tuscany, Piedmont, Triveneto (West part), Liguria and Umbria, as well as online internet banking within the same territories.

Distribution of the offices of the financial consultants of the Issuer as of the date hereof:

Region / Territory	***Offices***
Triveneto (West part)	67
Lombardy	60
Sicily	55
Piedmont – Liguria – Valle d'Aosta	46
Tuscany	38
Triveneto (East part)	46
Marche – Umbria	30
Abruzzo - Molise	20

Region / Territory	***Offices***
Lazio	31
Emilia (West part)	34
Romagna	29
Apulia – Calabria	26
Campania – Basilicata	20
Sardinia	5
Total offices	507

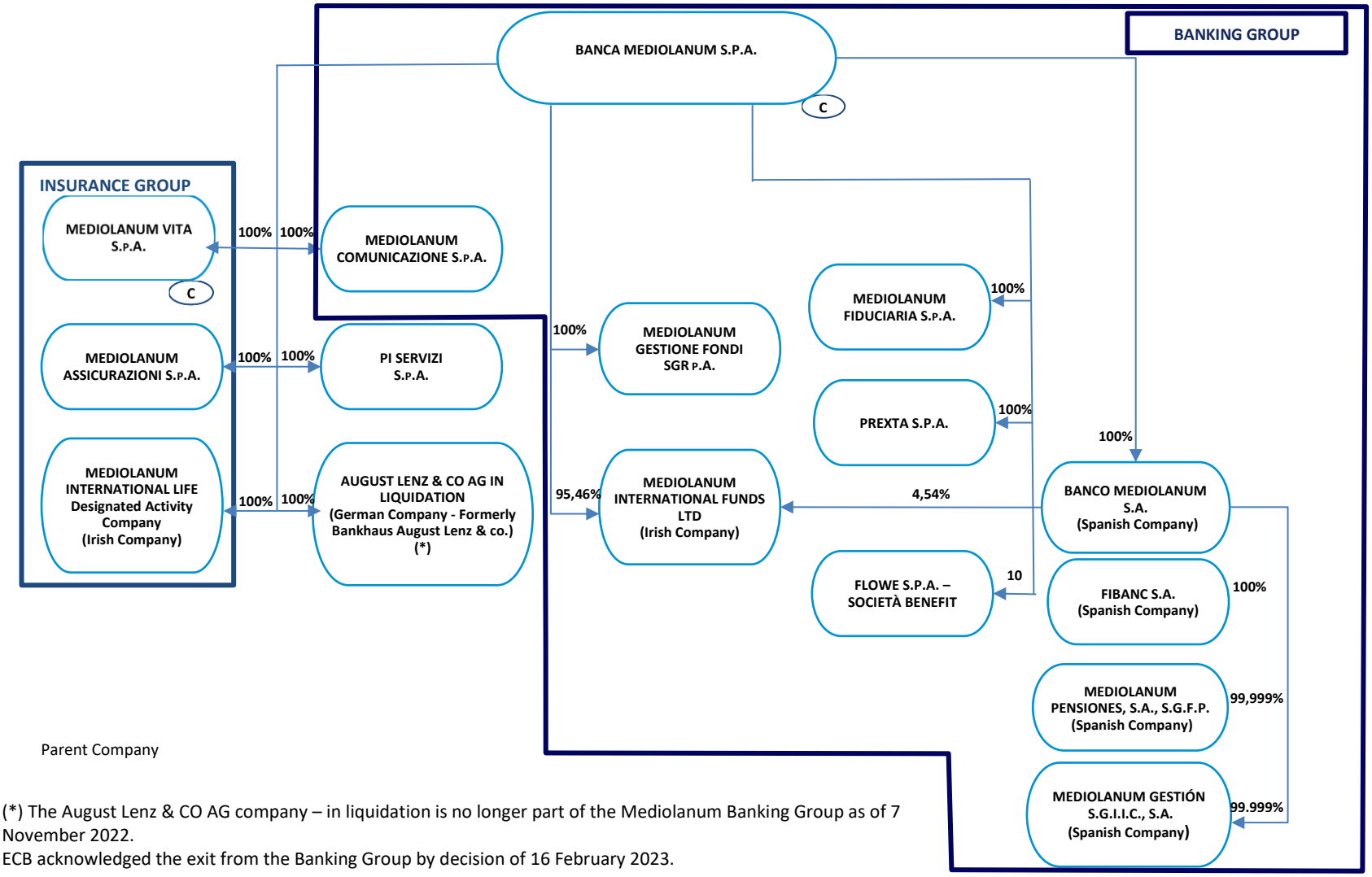
Family Bankers

The Group has an extensive and widespread network of Family Bankers - comprising a total of 6,604 members (of which there are 4,975 in Italy and 1,629 in Spain), as of 30 June 2025, who play an essential role within the functioning of the Issuer's "multichannel model".

Brief description of the Group of which the Issuer is the Parent Company

The financial conglomerate is composed by product and distribution companies that provide financial consulting services. As of 30 June 2025, the structure of the Group comprises the companies listed in the structure chart below.

MEDIOLANUM FINANCIAL CONGLOMERATE – COMPANY STRUCTURE AS AT 30/06/2025



(*) The August Lenz & CO AG company – in liquidation is no longer part of the Mediolanum Banking Group as of 7 November 2022.
ECB acknowledged the exit from the Banking Group by decision of 16 February 2023.

2. DIRECTORS, SENIOR MANAGERS AND MEMBERS OF THE SUPERVISORY BODIES

The Issuer has adopted a traditional governance system consisting of (i) a Board of Directors comprising 13 Directors, and (ii) a Board of Statutory Auditors comprising three statutory Auditors and three alternate Auditors, both appointed by the shareholders' meeting.

The Board of Directors has established among its members the "Related Parties Committee" (*Comitato Parti Correlate*), the "Remuneration Committee" (*Comitato Remunerazioni*), the "Risk Committee" (*Comitato Rischi*) and the "Appointments and Governance Committee" (*Comitato Nomine e Governance*).

Members of the administrative, management and supervisory bodies

The list of members of the administrative, management and supervisory bodies of the Issuer as at the date of this Base Prospectus and the offices held in other companies are set out below.

Board of Directors

The Board of Directors of the Issuer, which has been appointed during the shareholders' meeting on 18 April 2024, is the body entrusted with the strategic supervisory function. It is granted the broadest powers for the management of the Issuer and for the definition of the Issuer's guidelines for the internal control system and to check the consistency with the strategic targets and the defined risk appetite.

In compliance with shareholders' resolution, the mandate of the Board of Directors is for three exercises, meaning that it will remain in office until approval of the Issuer's 2026 annual financial statement.

Composition

NAME AND SURNAME	OFFICE HELD IN THE ISSUER	PRINCIPAL OFFICES HELD IN OTHER COMPANIES
Giovanni Pirovano	**Chairperson** **Non-executive Director**	– August Lenz & Co. AG (Germany) (Chairperson of the Board of Directors); – Fondazione Mediolanum EF (Director); – ABI – Associazione Bancaria Italiana (Director (Statutory Auditor); – PRI.BANKS – Associazione Banche Private (Deputy Chairperson of the Board of Directors); – FITD ("Fondo Interbancario Tutela Depositi") (Director); and – Università Cattolica del Sacro Cuore/Istituto Toniolo (Director).
Annalisa Sara Doris	**Deputy Chairperson**	– Fondazione Mediolanum EF (Executive Chairperson of the Board of Directors);

	Non-executive Director	– Fondazione Ennio Doris ETS (Chairperson of the Board of Directors); and – Banco Mediolanum S.A. (Deputy Chairperson of the Board of Directors).
Massimo Antonio Doris	**Chief Executive Officer**	– Snow Peak S.r.l. (Sole Shareholder and Chairperson of the Board of Directors); and – Assoreti (Chairperson of the Board of Directors).
Francesco Maria Frasca	**Non-executive Director** **Independent as per the Financial Services Act and the Corporate Governance Code**[12]	N/A
Anna Gervasoni	**Non-executive Director** **Independent as per the Financial Services Act and the Corporate Governance Code**	– LU.VE S.p.A. (Director); – SOL S.p.A. (Director); – LIUC (UNIVERSITY CARLO CATTANEO) (Rector); and – AIFI Ricerca e Formazione S.r.l. (Chairperson of the Board of Directors).
Patrizia Michela Giangualano	**Non-executive Director** **Independent as per the Financial Services Act and the Corporate Governance Code**	– Saipem S.p.A. (Director); – Ferragamo S.p.A. (Director); and – Epta S.p.A. (Director).
Paolo Gibello Ribatto	**Non-executive Director** **Independent as per the Financial Services Act and the**	– La Collina dei Ciliegi Invest S.p.A. (Director); – ARGIS (Member of the Scientific Committee); and

[12] For the purposes of this section "Corporate Governance Code" means the corporate governance code drawn up by the Corporate Governance Committee of listed companies promoted by *Borsa Italiana* in July 2018.

	Corporate Governance Code	– AICEO (Deputy Chairperson).
Giovanni Lo Storto	**Non-executive Director** **Independent as per the Financial Services Act and the Corporate Governance Code**	– Pirelli & C. S.p.A. (Independent Director).
Roberta Pierantoni	**Non-executive Director** **Independent as per the Financial Services Act and the Corporate Governance Code**	– LU.VE S.p.A. (Non-executive Director); – Interpump Group S.p.A. (Independent Director); – Mediolanum Vita S.p.A. – (Independent Director); and – Mediolanum Assicurazioni S.p.A. (Independent Director).
Giovanna Luisa Maria Radaelli	**Non-executive Director** **Independent as per the Financial Services Act and the Corporate Governance Code**	– Mediolanum Vita S.p.A. (Independent Director); – Mediolanum Assicurazioni S.p.A. (Independent Director); and – Fondo Pensione Dirigenti Groupama Assicurazioni S.p.A. (General Officer).
Francesca Reich	**Non-executive Director** **Independent as per the Financial Services Act and the Corporate Governance Code**	– Tinexta S.p.A. (Director); – Fondazione Valorizzazione della Ricerca Trentina (Chairperson of the Board of Directors); – Società Barzanò & Zanardo (Chief Executive Officer).
Giacinto Gaetano Sarubbi	**Non-executive Director** **Independent as per the Financial Services Act and the Corporate Governance Code**	– LIDL ITALIA S.r.l. (Statutory Auditor); and – LIDL SERVIZI IMMOBILIARI S.r.l. (Statutory Auditor).
Carlo Vivaldi	**Non-executive Director**	– Rossor S.r.l. (Founder and CEO).

	Independent as per the Financial Services Act and the Corporate Governance Code	

Board of Statutory Auditors

The Board of Statutory Auditors holds the supervisory function and oversees, *inter alia*, the functioning of the internal control system, the compliance with legal, regulatory and statutory provisions and the adequacy of the organisational, administrative and accounting structure. It also represents the supervisory body pursuant to the provisions of Legislative Decree No. 231/2001.

Each component of the Board of Statutory Auditors will remain in office for three exercises, and anyway until the meeting for the approval of the financial statement of the third exercise. For the sake of clarity, each component can be re-elected.

Composition

NAME AND SURNAME	OFFICE HELD IN THE ISSUER	PRINCIPAL OFFICES HELD IN OTHER COMPANIES
Francesco Schiavone Panni	**Chairperson of the Board of Statutory Auditors**	– **Naviris S.p.A. (Chairperson of the Board of Auditors);** – **Tim Sparkle S.p.A. (Chairperson of the Board of Auditors); and** – **TIM S.p.A. (Statutory Auditor).**
Teresa Naddeo	**Statutory Auditor**	– **Webuild S.p.A. (Independent Director);** – **Pirelli & C. S.p.A. (Statutory Auditor);** – **Mediolanum Vita S.p.A. (Chairperson of the Board of Auditors); and** – **Mediolanum Assicurazioni S.p.A (Chairperson of the Board of Auditors).**
Gian Piero Sala	**Statutory Auditor**	– **Mediolanum Vita S.p.A. (Statutory Auditor);** – **PREXTA S.p.A. (Chairperson of the Board of Auditors);**

		– **MEDIOLANUM FIDUCIARIA S.P.A. (Chairperson of the Board of Auditors);** – **IMMOBILIARE DELLA FIERA S.p.A. (Statutory Auditor);** – **Forte Investment S.p.A. (Statutory Auditor);** – **Fondazione Ennio Doris ETS (Sole Auditor); and** – **Vincenzo Balzani ETS (Sole Auditor).**
Claudia Mezzabotta	**Alternate Auditor**	**N/A**
Monica Petrella	**Alternate Auditor**	**N/A**
Stefano Santucci	**Alternate Auditor**	**N/A**

All members of the Board of Directors and of the Board of Statutory Auditors meet the integrity and professional requirements provided for by the legislation and regulations currently in force.

All members of the Board of Statutory Auditors are on the Register of Auditors.

General Management

NAME AND SURNAME	OFFICE HELD IN THE ISSUER	PRINCIPAL OFFICES HELD IN OTHER COMPANIES
Igor Garzesi	**General Manager**	– Banco Mediolanum S.A. (Director); – PREXTA S.p.A. (Director).
Angelo Lietti	**CFO and Manager responsible for corporate financial reporting**	– Mediolanum Vita S.p.A. (Director); – Mediolanum Assicurazioni S.p.A. (Director); and – PREXTA S.p.A. (Director).

The business address of each member of the Board of Directors, Board of Statutory Auditors and General Management is Banca Mediolanum S.p.A., Palazzo Meucci – Via Ennio Doris – 20079 Basiglio, Milan, Italy.

Conflicts of interests of the administration, management and control bodies

As at the date of this Base Prospectus, and to the Issuer's knowledge – including upon examination as required under article 36 of Law Decree No. 201 of 6 December 2011, as converted into Law No. 214 of 22 December 2011 – no member of the Board of Statutory Auditors, the Board of Directors or the general management of the Issuer is subject to potential or actual conflicts of interest between their obligations arising out of their office or employment with the Issuer or the Group and any duties to the Issuer and their private interest and any of their other duties which may prejudice the autonomy and independence of such subjects, except for those that may concern transactions put before the competent bodies of the Issuer and/or entities belonging to the Group, such transactions having been undertaken in compliance with the relevant regulations in force.

The members of the administrative, management and control bodies of the Issuer are required to implement the following provisions governing circumstances in which there exists a specific interest concerning the implementation of a transaction:

- Article 53 (*Supervisory regulations*) of the Italian Consolidated Banking Act and the relevant implementing regulations issued by the Bank of Italy, with particular reference to the supervisory regulations relating to transactions with related parties;

- Article 136 (*Duties of banking officers*) of the Italian Consolidated Banking Act which requires the adoption of a particular authorisation procedure where an officer, directly or indirectly, assumes obligations towards the bank in which such officer has an administrative, management or control function;

- Article 2391 (*Directors' interests*) of the Italian Civil Code; and

- Article 2391-*bis* (*Transactions with related parties*) of the Italian Civil Code and the relevant implementing regulations issued by the CONSOB.

The Issuer and its corporate bodies have adopted internal measures and procedures to guarantee compliance with the above-mentioned provisions.

3. MAJOR SHAREHOLDERS

Entities controlling the Issuer

As of 30 June 2025, according to the public information currently available to the Issuer, the following entities hold directly or indirectly stakes higher than 5% in the capital of the Issuer:

- Mrs. Lina Tombolato, Mr. Massimo Antonio Doris and Mrs. Annalisa Sara Doris (collectively, the **Doris Family**) 40.209%;[13] and

- Finanziaria d'Investimento Fininvest S.p.A. 30.028%.

A percentage of shares equal to 28.923% (free float) is held by other shareholders.

No arrangements, the operation of which may at a subsequent time result in a change in control of the Issuer, are known to the same Issuer.

[13] The Doris family is bound by a shareholders agreement, which includes FINPROG ITALIA S.p.A. (a 26,200% shareholder of the Issuer) and Lina S.r.l. (a 3,161%), for a total of 40.2% of syndicated shares. FINPROG ITALIA is owned by the members of the Doris family but has no controlling entity.

4. ASSET QUALITY

As at 31 December 2024, the Group has a credit book with total stock of Euro 17.6 billion, largely (ca 70%) represented by mortgages. This result poses in line with the positive trend of growth reached in years 2020, 2021, 2022 and 2023 (with a total stock of Euro 12.1, 14.4, 16.4 and 17.03 billion, respectively). It is also brought out that the Group's lending activity is purely aimed at retail clients. The quality of assets is extremely high, since the Group connotes itself as "best in class" in the credit scene, with very low non-performing exposures (**NPE**) and cost of risk values 0,18% (1.47% gross value, 0.79% net value) as at 31 December 2024 and 0.15% as at 30 June 2025, (1,45% gross value, 0,76% net value).

5. REGULATORY CAPITAL

On 30 November 2023, the European Central Bank banking supervision department notified the minimum capitalization limits for the Group, as a result of the periodic prudential review and assessment process (SREP) as of the year 2024. On 25 October 2024, the European Central Bank informs Banca Mediolanum S.p.A. that the Decision ECB-SSM-2023-ITMLN-8 of 30 November 2023 and the requirements, including capital requirements, contained in it continue to apply. These requirements were defined as binding, starting from 1 January 2024.

Banca Mediolanum S.p.A. shall at all times meet, on a consolidated basis, a total SREP capital requirement (TSCR) of 9.50%. This includes the requirement to have additional own funds to address risks other than the risk of excessive leverage (hereinafter the **Pillar 2 additional own funds requirement** or **P2R**) of 1.50%, to be held in the form of 56.25% of Common Equity Tier 1 (CET1) capital and 75% of Tier 1 capital, as a minimum. These own funds requirements are based on Article 16(2)(a) of Regulation (EU) No 1024/2013.

Taking into consideration the findings of the assessment carried out by the ECB on the potential impact of adverse scenarios on the solvency position of Banca Mediolanum S.p.A., the ECB's expectation is that Banca Mediolanum S.p.A adheres on a consolidated basis to the Pillar 2 capital guidance of 0.50%, which should be comprised entirely of Common Equity Tier 1 (CET1) capital and held over and above the overall capital requirement (**OCR**).

Therefore, the overall SREP Capital Requirement and Pillar 2 Guidance is set at 12.90% of risk-weighted assets as of 31 December 2024, including the Combined Buffer Requirement (CBR), it should be noted Banca Mediolanum will adapt the CBR if applicable as defined under the Article 128 of CRD IV Directive.

On a fully loaded basis as of 31 December 2024, Group's capital ratio was Common Equity Tier 1 ratio of 23.67%. It should also be noted that the Issuer is the parent company of the Group and the financial conglomerate (*conglomerato finanziario*), which also includes the subsidiaries Mediolanum Vita S.p.A., Mediolanum Assicurazioni S.p.A. and Mediolanum International Life DAC operating in the insurance sector. As of 31 December 2024, the capital adequacy of the Financial Conglomerate was determined in accordance with the relevant regulatory requirements for bank-dominated financial conglomerates. Specifically, against the conglomerate's capital needs of EUR 3,220 million, the financial conglomerate's capital resources to cover the required margin amounted to EUR 4,189 million with a surplus of Euro 969 million. The requirement of the insurance sectors is relating to the previous quarterly report (30 September 2024) sent by the Gruppo Assicurativo Mediolanum to the supervisory authority.

With reference to the insurance business of the Group, as of 31 December 2024, the solvency ratio (*i.e.* the ratio of the eligible amount of own funds to cover the solvency capital requirement) is equal to 197.1%, with a solvency capital requirement of EUR 1,459 million and own funds equal to EUR 2,875 million.

In addition to the CRD IV Directive capital requirements, the BRRD (as defined below) introduced requirements for banks to have a sufficient aggregate amount of own funds and liabilities ("Minimum Requirement for Own Funds and Eligible Liabilities" – "MREL") at all times. The MREL requirement is equivalent to the amount of the Issuer's own funds and eligible liabilities (*passività ammissibili*) necessary in order to absorb losses measured against total risk exposures and leverage exposure. The Issuer is required to meet the MREL requirements on a consolidated basis; these requirements bind the issuer's liabilities and potentially also require the use of subordinated liabilities with an impact on costs and potentially on the Issuer's funding capacity. Also within the comprehensive package of reforms, proposed by the European Commission, on 23 November 2016, to further strengthen the resilience of EU banks and investment firms (**Banking Reform Package**). Furthermore, the Directive 2019/879/EU (as amended, **BRRD II**), which amended the BRRD (as defined below), introduced, *inter alia*, significant changes to the rules regarding the calibration of the MREL requirement and the timing of its introduction.
On 6 November 2024, the "Single Resolution Committee" (*Comitato di Risoluzione Unico*) has notified the decision on the minimum requirement for own funds and eligible liabilities (Decision of the SRB determining the Minimum Requirement for Own Fund and Eligible Liabilities of 10 October 2024 ref: SRB/EES/2024RPC/31)). As of this date, the Group has to comply on a consolidated basis with an MREL-TREA requirement,[14] of 18.22% of risk-weighted assets – 21.15%, including the "Combined Buffer Requirement" (as defined under Article 128 pt. 6 of CRD IV Directive) – and an MREL-LRE requirement[15] of 5.20% of leverage exposure, on a consolidated basis.

According to capital projections, Banca Mediolanum is compliant with the final MREL requirement (2025) mainly with CET1 capital. In particular, as of 31 December 2024, the MREL-TREA is equal to 25.9% and the MREL-LRE is equal to 8.5%. As of 30 June 2025, the MREL-TREA is equal to 24.4% and the MREL-LRE is equal to 9.1%.

6. COURT AND ARBITRATION PROCEEDINGS

The Issuer and the companies belonging to the Group are subject to a number of court proceedings related to the conduct of their core business operations. Set out below is a brief description of the legal proceedings pending against the Issuer and the other companies belonging to the Group which are considered the most important in the Issuer's opinion.

Legal proceedings initiated against the Issuer

As of 31 December 2024, the legal proceedings pending against the Issuer and the companies belonging to the Group are, in the Issuer's opinion, to be considered ordinary in nature when taking into account the business operations involved, the size of the Group and the risks inherent in the provision of banking and investment services. In any case, there remains the risk that the Issuer and its subsidiaries may incur losses in connection with the proceedings currently pending, as described in further detail below.

In line with the likelihood of losses of this type and with applicable accounting standards in force, as of 31 December 2024 the Issuer has set aside a reserve which it considers adequate to cover risks related to lawsuits of Euro 13.9 million.

Legal proceedings with the Tax Authorities

On 24 April 2018, as a result of an inspection procedure, the Finance Police (*Guardia di Finanza*) of Milan had contested the Irish subsidiary Mediolanum International Funds Limited's tax residence in Italy. Subsequently, the Internal Revenue Service ("*Agenzia delle Entrate - Direzione Regionale per la Lombardia - Ufficio Grandi Contribuenti*" (hereinafter, **Internal Revenue Service**), traced the original dispute back to an issue of correct determination of the fees agreed by the Issuer and the subsidiary

[14] Amount of own funds and eligible liabilities expressed as a percentage of the bank's total risk exposure.
[15] Amount of own funds and eligible liabilities expressed as a percentage of the leverage ratio exposure (**LRE**).

Mediolanum Vita with Mediolanum International Funds Limited, for the marketing in Italy of mutual funds promoted by the Irish company.

On 19 December 2018, a trilateral settlement agreement was reached for the years 2010 to 2013, which provided for the redetermination at the higher rate of 64.25%, instead of 57.43%, of the amount of management fees to be paid to Banca Mediolanum and Mediolanum Vita S.p.A., as well as the allocation to Banca Mediolanum of a percentage share, of the performance fees received by the Irish subsidiary.

Banca Mediolanum

The Internal Revenue Service, with a single dispute relating to remuneration for the distribution of mutual funds promoted by Mediolanum International Fund, recalculated the retrocession of management fees paid to the Issuer at 64.25% (instead of 57.43%), as well as a percentage of the performance fees received by the Irish subsidiary, issuing the following assessment notices for IRES (corporate income tax) and IRAP (regional tax on productive activities) purposes.

(i) Year 2014: on 19 December 2019, the Internal Revenue Service served notices of assessment contesting additional taxable income of which Euro 20.7 million from the recalculation from 57.43% to 64.25% of the retrocession of management fees and Euro 32.4 million resulting from the allocation of 20.38% of performance fees. In total, higher taxes of Euro 17.6 million were assessed (including IRES of Euro 14.6 million and IRAP of Euro 3 million);

(ii) Year 2015: on 24 April 2020, the Internal Revenue Service served notices of assessment contesting higher taxable income of Euro 23.5 million from the recalculation of the retrocession of management fees, as well as Euro 70.3 million from the allocation of 23.83% of performance fees. In total, higher taxes of Euro 31.2 million were assessed (including IRES of Euro 26 million and IRAP of Euro 5.2 million);

(iii) Year 2016: on 8 May 2020, assessment notices were served, determining additional taxable income of Euro 24.4 million due to the recalculation of the retrocession of management fees and Euro 46.2 million resulting from the allocation of 21.1% of performance fees to the Issuer. In total, higher taxes of Euro 23.3 million were assessed (including IRES of Euro 19.4 million and IRAP of Euro 3.9 million);

(iv) Years 2017 and 2018: on April 2024, for the year 2017, and December 2024, for the year 2018, Banca Mediolanum agreed to tax assessments under the same conditions set out in the mutual agreements procedure (**MAPs**) concluded for the tax years 2014-2016; the transfer pricing adjustments were determined by applying the same criteria (i.e. 59,65% management fee and 7.7% of performance fee). As a result of these agreements, Banca Mediolanum made payments of approximately of Euro 4.6 million for 2017 and Euro 5.9 million for 2018;

(v) Years 2019 to 2022: as well as in 2017 and 2018, on 4 August 2025 Banca Mediolanum signed tax assessment agreements for the tax years 2019, 2020, 2021, and 2022 and made total payments of approximately Euro 27.9 million.

With reference to items from (i) to (iii) above, the relevant dispute has been resolved in April 2024 with the agreement on MAPs submitted to the Italian and Irish tax authorities for the relevant years. The agreement provided for a rebate to Banca Mediolanum of the management fees equal to 59.65% of the management fees plus an amount equal 7,70% of performance fee.

In view of the estimative nature of the disputes and due to the diligent actions of the Issuer, which prepared the documentation required by transfer pricing regulations, the Internal Revenue Service did

not impose administrative tax penalties, pursuant to article 1, paragraph six, of Legislative Decree No. 471 of 18 December 1997.

The Issuer has appealed the notices of assessment to the Provincial Tax Commission (*Commissione Tributaria Provinciale*) of Milan.

As of 31 December 2024, the total provision is equal to Euro 43.3 million and the charge for the relevant period is equal to Euro 11.5 million.

It should be noted that considering the signing of MAP for years 2014 –2016, Mediolanum International Funds Limited has recognized a recoverable amount from IRS equal to Euro 13.9 million.

Mediolanum Vita S.p.A.

The Internal Revenue Service, with a single dispute relating to remuneration for the distribution of mutual funds promoted by Mediolanum International Fund, recalculated the retrocession of management fees paid to the Company at 64.25% (instead of 57.43%), issuing the following notices of assessment for IRES and IRAP purposes:

(i) year 2014: on 18 December 2019 notices of assessment were served, determined higher income of 10.4 million and related taxes totalling Euro 3.6 million;

(ii) year 2015: on 5 May 2020 notices of assessment were served with higher income of approximately Euro 12.8 million and related taxes totalling Euro 4.4 million;

(iii) year 2016: on 8 May 2020 notices of assessment were served with corresponding higher income of Euro 12.9 million and related taxes totalling Euro 4.5 million.

There were no developments during 2024 and 2025. However, according to the signed agreement a management fee rebate of 59.65% has been provided for, which was also adopted when the disputes for the years 2017–2022 were closed.

(i) Years 2017 and 2018: on April 2024, for the year 2017, and December 2024, for the year 2018, Mediolanum Vita S.p.A. agreed to tax assessments under the same conditions set out in the MAP agreements concluded by Banca Mediolanum for the tax years 2014-2016, by applying the same criteria on transfer pricing adjustments for management fee (i.e. 59,65%). As a result of these agreements, Mediolanum Vita S.p.A. made payments of approximately of Euro 1.5 million for 2017 and Euro 1.5 million for 2018;

(ii) Years 2019 to 2022: as in 2017 and 2018, on 4 August 2025 Mediolanum Vita S.p.A. signed tax assessment agreements for the tax years 2019, 2020, 2021, and 2022 and made total payments of approximately Euro 4.9 million.

In view of the estimative nature of the disputes and due to the diligent actions of Mediolanum Vita S.p.A., which prepared the documentation required by transfer pricing regulations, the Internal Revenue Service did not impose administrative tax penalties, pursuant to Article 1, paragraph six, of Legislative Decree No. 471 of December 18, 1997.

The company has appealed the notices of assessment to the Provincial Tax Commission (*Commissione Tributaria Provinciale*) of Milan.

Arbitration proceedings

Banca Mediolanum

(i) Years 2010 - 2016: in April 2024 both the Irish and the Italian Fiscal Authorities (**Compent Authorities** or **CAs)** communicated to Mediolanum International Fund and Banca Mediolanum the results of the MAPs concerning the intercompany transactions between Mediolanum International Fund and Banca Mediolanum in the tax periods 2010-2016. In particular, the agreement found by the CAs is based on the following criteria:

- with reference to the years from 2010 to 2016 the CAs recognized that the arm's length rate to Banca Mediolanum of the management fees earned by Mediolanum International Fund is equal to 59.65%;

- with reference to the years from 2014 to 2016, the Irish and Italian CAs agreed that the arm's length rebate to Banca Mediolanum of the management fees earned by Mediolanum International Fund is equal to 59.65% and 7.70% of performance fees earned by Mediolanum International Fund;

(ii) Years 2019 - 2023: following the signing of the tax settlement agreements for the years 2017-2022, Banca Mediolanum, in order to obtain recognition from the Irish tax authorities of tax credits corresponding to the higher taxes paid in Italy, has filed applications for the procedures provided for in Convention No. 90/436/EEC of July 23, 1990, and Article 24 of the Italy-Ireland double taxation agreement. In August 2019, the Issuer applied for the initiation of a procedure involving the signing of a bilateral prior agreement between the Italian and Irish tax authorities pursuant to Art. 24(3) of the "Convention for the Avoidance of Double Taxation with Respect to Taxes on Income between Italy and Ireland", with the aim of jointly determining the amount of the retrocession of mutual fund management fees to be paid by the subsidiary Mediolanum International Funds to the Issuer for its placement activities in Italy (APA or Advanced Pricing Agreement for short).

(iii) Years 2024-2025: Banca Mediolanum and Mediolanum Vita S.p.A. has filed specific international arbitration proceedings for all the years subject to tax disputes. Some of these proceedings have been concluded, as indicated above, while others are still ongoing, covering all the years from 2010 to 2022, with the aim of obtaining a tax credit from the Irish tax authorities corresponding to the higher taxable amounts assessed in Italy.

Mediolanum Vita S.p.A.

(i) Years 2010 - 2013: in June 2020, the MAP under Article 24 of the "Convention for the Avoidance of Double Taxation with Respect to Taxes on Income between Italy and Ireland" was activated, with the intention of obtaining from the Irish authorities a tax credit corresponding to the higher tax bases assessed in Italy;

(ii) Years 2014 - 2016: in May 2020, applications were submitted for the initiation of the MAP provided for by the European Arbitration Convention No. 90/436/EC, which allows the matter to be referred to an arbitration judgment established between the Italian and Irish tax authorities;

(iii) Years 2019 - 2023: Following the signing of the tax settlement agreements for the years 2017-2022, Mediolanum Vita S.p.A, in order to obtain recognition from the Irish tax authorities of tax credits corresponding to the higher taxes paid in Italy, has filed applications for the procedures provided for in Convention No. 90/436/EEC of July 23, 1990, and Article 24 of the Italy-Ireland double taxation agreement. In December 2019, the Issuer applied for the initiation of a procedure involving the signing of a prior bilateral agreement between the Italian and Irish

tax authorities, pursuant to Art. 24(3) of the "Convention for the Avoidance of Double Taxation with Respect to Taxes on Income between Italy and Ireland", with the aim of jointly determining the amount of the retrocession of mutual fund management commissions to be paid by Mediolanum International Funds to Mediolanum Vita S.p.A. for the proposal of its UCITs combined with the latter's insurance investment contracts in Italy (APA or Advanced Pricing Agreement for short).

There were no developments during 2024 and 2025. However, according to the signed agreement a management fee rebate of 59.65% has been provided for, which was also adopted when the disputes for the years 2017–2022 were closed.

7. MATERIAL CONTRACTS

At the date of the Base Prospectus, the Issuer and the Group companies have not implemented, signed and/or planned material contracts other than those entered into in the normal course of their typical activities that could affect the Issuer's ability to meet its obligations to the Noteholders.

8. RECENT DEVELOPMENTS

On 1 August 2024, the Issuer announced the implementation of certain incentive plans. In particular, reference is made to the (i) tables No. 1 of Schedule 7 of Annex 3A of the Regulation No. 11971/1999, containing an update on the implementation status of the performance share plans adopted by the Issuer – and specifically, to the performance share plans in force on the date of the press release and referred to the financial years 2015, 2016, 2017, 2018, 2019, 2020, 2021,2022 and 2023 reserved to the so-called "*top management*" and to the employees belonging to the sales network of the Issuer and/or its subsidiaries, qualified as "*relevant personnel*" and "*other personnel*"; (ii) table No. 1 of Schedule 7 of Annex 3A of the Regulation No. 11971/1999, containing an update on the implementation status of the stock option plan called "*2010 Employees' Plan*" reserved to the employees belonging to the sales network of the Issuer and of its subsidiaries. For further information regarding the aforementioned performance share and stock option plans, please consult the historical information provided in the information documents drafted pursuant to Article 84-*bis* of Regulation no. 11971/1999 and available on the Issuer's website www.bancamediolanum.it (Section "*Other corporate documents*").

After the ECB authorization occurred on 20 December 2023, as of 18 April 2024 the shareholder's meeting approved the buy back programme under articles 2357 and 2357-*ter* of the Italian Civil Code and article 132 of the Financial Services Act for purchase of 8 million shares with a maximum amount of € 66,000,000. The target of the buy back is to satisfy the performance shares plans. The programme started on 10 May 2024 and will end on 20 December 2024. The buy back program started on 10 May 2024 - in the framework of which no. 6,212,000 ordinary shares have been bought for a value of € 65,986,447.82 - has been completed on 19 September 2024.

9. SUSTAINABILITY INITIATIVES

Sustainability is an integral part of the Issuer's values and culture, and is expressed in the way the Issuer does business, the attention the Group pays to its customers, the support it gives to its employees and Family Bankers, and the respect it gives to the environment, contributing to the community in which it operates and lives. Such four responsibilities also find manifestation in the so-called "double materiality assessment", a tool that summarises the issues that are relevant to Banca Mediolanum for the realisation of sustainable business; these issues are dependent on engaging to those who lead the company and involving the Group's stakeholders.

From an organisational perspective, the Issuer adopted the following internal structure:

- the **Group Coordination and Strategic Development Committee** in the ESG Configuration is a management committee that supports the Board of Directors in identifying potentially material ESG sustainability issues for the Group and in defining the related strategic guidelines and sustainability policies. It examines the Consolidated Sustainability Statement prior to its presentation to the Risk Committee and the Board of Directors and proposes the implementation of significant ESG initiatives, as well as monitoring their implementation at Group level;

- the **Compliance Function** oversees the management of non-compliance risks, in accordance with a risk-based approach, with regard to all company activity, excluding the regulatory areas delegated by law to the other Control Functions. In particular, the Compliance Function carries out both ex ante and ex post control activities in order to control the risk linked to ESG issues: climate risk, particularly with regard to areas that affect customers or potential customers;

- the **Anti-Money Laundering Function** uses a risk-based approach to oversee money laundering risk and adapt processes based on changes in the regulatory and procedural environment. It continuously checks that company procedures are consistent with the objective of preventing and combating infringements of external regulatory provisions (laws and regulations) and internal regulations on combating money laundering and terrorist financing. In carrying out the aforementioned activities, the Function places particular emphasis on the social/ethical aspect of ESG issues (e.g. Responsibility to the Community – Combating money laundering);

- the **Risk Management Function** is responsible for implementing government policies and the risk management system and collaborates in defining and implementing the Risk Appetite Framework (RAF), ensuring, in the exercise of the control function, an integrated vision of the various risks to the Company bodies, including climate and environmental risks (the detail of the activities of the Risk Management Function is described in paragraph 4.4, Risk Management);

- the **Internal Audit Function** is intended, on the one hand, to control, in terms of third-level controls, the regular performance of operations and the evolution of risks – including risks relating to ESG issues – and, on the other, to assess the completeness, adequacy, functionality and reliability of the organisational structure and other components of the Internal Control System. The Internal Audit Function is also responsible for the "Internal Reporting System" (i.e. whistleblowing) and analyses and assesses the reports received, in compliance with the applicable regulations;

- the **Administration, Finance and Control Department** supports the Chief Executive Officer in decision-making processes, providing information on how to use capital and resources to achieve business results, including objectives relating to sustainability issues, in accordance with the RAF defined and approved by the Board of Directors. It supervises the organisational units responsible for preparing financial, balance sheet, economic and forecast information, including the Consolidated Sustainability Statement, and for identifying and proposing strategic sustainability guidelines;

- the **Sustainability Office**, within the Administration, Finance and Control Department, is responsible for supporting the development of the Banca Mediolanum Group's sustainability strategy, through the double materiality assessment and sustainability planand their submission to the Group Coordination and Strategic Development Committee in its ESG configuration and to the internal Board Committees, for the subsequent resolutions of the Board of Directors. It also manages the process of preparing the Consolidated Sustainability Statement updates and disseminates the Code of Ethics defined by the Parent Company and, where applicable, the Code of Ethics of subsidiaries. It also manages the work of the Group Strategic Development and Coordination Management Committee, in its ESG configuration, taking on the role of Coordinator of the Committee;

- the **Project Portfolio and Organisational Development Department** supports the general management and top management in the subdivision of strategic policies and guidelines in the ESG sphere, in line with the management areas and priorities defined by the Corporate Bodies of strategic direction and control;

- the **Human Resources Department** implements the remuneration policies for Group employees, in compliance with the Remuneration and Incentive Policies approved by the Board of Directors, including with regard to ESG aspects, periodically submitting to the Remuneration Committee any proposals to update the policies, subject to agreement with the Compliance Function and the Risk Management Function for the relevant checks. It disseminates corporate culture and values, ensuring that the principles of probity, fairness and respect for individuals are applied, as well as Diversity & Inclusion (D&I) policies, which aim to promote the inclusion and enhancement of differences. The Company's Diversity Manager indeed works within the Executive Committee;

- the **Business Model and Insurance Services Department and Investment Department** oversee sustainability issues relating to investments and insurance, supporting the Group Coordination and Strategic Development Managerial Committee in its ESG configuration and the Board of Directors in defining the Responsible Investment guidelines and monitoring the ESG positioning of investment and insurance products. Management also contributes to the definition of issues and initiatives relating to responsible finance, and coordinates these initiatives for the conglomerate, transmitting the guidelines defined by the competent corporate bodies and ensuring the monitoring and implementation of these within the subsidiaries through processes, products and services;

- the **Head of the Bank's Investment and Insurance Services Department** makes use of the Conglomerate's ESG Commission for Investments and Insurance, which is responsible for providing support and advice in the analysis and monitoring at the Conglomerate level of the overall ESG positioning of the offer in the context, in the proposal of sustainable investment guidelines, methods for assessing ESG characteristics and any parameters with which the offer must comply at Group level, verifying the consistency of the safeguards implemented by the Group subsidiaries in this area. The ESG Commission for Investments and Insurance ensures that the guidelines on Responsible Finance and initiatives aimed at meeting regulatory requirements are correctly transposed by the companies of the involved Conglomerate and, through specific working tables, oversees the way in which they are implemented and monitors their consistency;

- the **Corporate Services & HSSE (Health, Safety, Security & Environment) Department** defines contracts with suppliers of goods and services and also considers sustainability factors in its assessment. It manages the corporate portfolio of property assets that are instrumental to the Bank's business and oversees issues relating to health, workplace health and safety, and the environmental sustainability of buildings;

- **All the other Parent Company departments** – involved in the processes relating to sustainability issues in various ways – are called on to provide support during the operational phases of these processes and in order to comply with the Code of Ethics and Code of Conduct in place within the Group;

- **All of the companies in the Banca Mediolanum Group** (also understood as a financial conglomerate) transpose the Group's sustainability policies and are responsible for the effective implementation of the principles stipulated in these. They are also required to comply with the Code of Ethics and Code of Conduct in place within the Group.

Environmental Social Governance (ESG) policies overview

- **Sustainability Policy**: defined and approved by the Issuer's Board of Directors since 2019, it is aimed at (i) outlining the guidelines for the Group and aims to generate values for all the

stakeholders in line with the double materiality assessment according, among others, to Italian Law Decree 125/24;

- **Consolidated Sustainability Statement redaction Policy**: it outlines and describes the principles for the sustainability reporting in line with the Directive (EU) 2022/2464 (as amended, the **Corporate Sustainability Reporting Directive** or **CSRD Directive** (as transposed in Italy by Law Decree 125/24). For the sake of clarity, such document is drafted and adopted by the Issuer in its capacity as Parent Company and by all the fully consolidated subsidiaries, as part of Mediolanum Annual Financial Report;

- **Operational Policy on environmental sustainability**: in 2019, Banca Mediolanum adopted an operational policy on environmental sustainability. The purpose of this document is to define roles and responsibilities in the management of environmental risks and to provide a description of the principles and guidelines adopted by Banca Mediolanum on environmental sustainability, as well as of the related areas and impacts. In particular, it is a document that reports on Banca Mediolanum's responsibility for the purchase and consumption of sustainable products, energy and climate change, waste management and the development of an internal culture regarding environmental sustainability;

- **Occupational and Environmental Health and Safety Policy**: since 2021, Banca Mediolanum has adopted the document entitled "Policy on Health and Safety at Work and the Environment", which describes the Issuer's commitment to the management of health and safety at work and environmental protection, pursuing these objectives with the adoption of the Integrated Management System for Health and Safety at Work and the Environment through the implementation of the reference standards indicated by international standards ISO 45001:2018 and ISO 14001:2015, in order to seek continuous improvement in its work;

- **Human Rights Policy**: defined and approved by the Issuer's Board of Directors since 2020, it defines the Group commitment in line with 2011 UN Guiding Principles on Business and Human Rights;

- **Donations Policy**: defined and approved by the Issuer's Board of Directors since 2018, it has been structured in line with the definition of "liberalità" as provided in the Italian Civil Code. Under such policy, donations could be provided to individuals, including clients that are in situations of hardship or to non-profit organisations;

- **Responsible Product Operational Policy**: in 2020, Banca Mediolanum issued an operational policy on responsible products. This policy establishes the consideration of environmental, social and governance (ESG) factors along the "manufacturing process", which leads to the offer to its customers of financial products and services. Through ESG metrics, the Bank monitors the sustainability positioning of products over time with a view to continuous improvement; and

- **Mediolanum Group Sexual Harassment Prevention Policy**: in order to support and promote the values of diversity and inclusion through corporate and organisational mechanisms aimed at creating shared well-being, at its board meeting of 19 December 2023, Banca Mediolanum approved the "Mediolanum Group Sexual Harassment Prevention Policy", which provides a framework for the areas and actions that the Group undertakes not to tolerate insofar as they are similar to sexual harassment, verifying that there is respect among people and creating opportunities to raise awareness of the subject in all its forms and disseminating information on the tools available to all to prevent, avoid and manage harassment. The document also complies with the principles established by applicable legislation and international standards of reference,

such as the Universal Declaration of Human Rights or the ILO Declaration on Fundamental Principles and Rights at Work.

ESG Risk Management Overview

The world of risks is constantly evolving, so that the Risk Management Function acquires an increasingly important role, which must be even more oriented towards observing and analysing the evolution, not only of the economic and financial context, but also of the environmental, social and governance (ESG) context. This involves the introduction of environmental, social and corporate governance risk factors associated with the different business lines and the associated management of financial companies.

Furthermore, pursuant to Art. 3 of Legislative Decree No. 125/2024, which provides that companies, within their sustainability reporting, shall provide a description of the main risks related to sustainability matters and an illustration of the methods of managing the main risks, the Mediolanum Group identified the risks associated with the individual responsibilities identified, their nature and the management methods currently in place. In addition to the risks associated with material topics and traditional financial risks, additional areas of risk have been identified deriving from the current or prospective impact of climate and environmental factors, with particular reference to the counterparties entrusted or the assets invested, as well as the risks arising from the main activities performed by financial companies, to which are also added risks relating to IT and reputation.

In line with the expectations of the supervisory authorities ("ECB Guide on Climate and Environmental Risks - Supervisory Expectations on Risk Management and Reporting"), Banca Mediolanum has taken action to identify and quantify exposure to significant climate and environmental risk factors, although climate and environmental risks do not constitute a separate risk category, even if they take the form of traditional categories of financial risks (credit risk, market risk, operational and reputation risks, liquidity and financing risks).

With regard to the identification, assessment, and management of ESG risk factors, the Group is analyzing the new guidelines published on 8 January 2025 by the EBA, with a view to taking them into account in future assessments of the materiality of sustainability risks (*Guidelines on the management of ESG risks* (EBA/GL/2025/01)). These guidelines will apply as of 11 January 2026.

ESG targets

Banca Mediolanum recognises the sustainability implementation path based on:

(a) **a programme on a multi-year sustainability basis**, which involves most of the Issuer's departments and is based on the relevant issues which is internally composed of projects with strategic, tactical and operational impact; and

(b) **strategic goals** that further guide and engage the company related to:

  (a) **Residential mortgages for green property purchases**: in the area of credit, promoting energy transition through green mortgages. As a matter of fact, the Sustainability Business Plan 2024–2026 sets a target of green mortgages aimed at supporting and raising awareness among households about purchasing energy-efficient properties;

  (b) **Green credit for residential property renovation**: supporting the energy efficiency of buildings through dedicated mortgage and loan products (*Casa+ mortgages and loans*) for the renovation of residential property, in line with European sustainability directives and aimed at encouraging households to improve property energy performance. Moreover, since September 2024, customer support has also been

provided to the entire Issuer Sales Network with the Green BEES tool, which provides a plan of preliminary measures to improve the energy efficiency of the property. In addition, customers who demonstrate that they have renovated a property will have a discount on the starting spread;

(c) **Social credit**: promoting social inclusion, poverty reduction and community cohesion through an increase in social credit (emergency loans, ecclesiastical bodies, special care loans and credit for third-sector entities), granted directly by Banca Mediolanum or in collaboration with diocesan foundations and third-sector organisations. It is aimed at specific groups, including persons in economic difficulty and non-profit organisations registered in the Single National Register of the Third Sector (Registro Unico Nazionale del Terzo Settore - RUNTS). In 2024, €3.05 million were disbursed, in line with the three-year plan.

(d) **Gender Diversity**: in line with the responsibility to employees, which is a pillar of sustainability strategy of Banca Mediolanum, the Issuer commits to a progressive improvement of the percentage of female executives in the medium to long term and, on 21 May 2024, it has obtained the Gender Equality Certification (in accordance with UNI/PdR 125:2022 guidelines). Moreover, the Issuer commits to maintain a gender-balanced workforce (45–55% women) and to keep the equal pay gap in the Group's Italian Companies below 5%, in line with the EU Pay Transparency Directive 2023/970.

Additionally, in the context of the 2024 – 2026 Strategic Plan of the Mediolanum Group, new indicators to monitor climate change and its impacts and risks in the context of investments were introduced. In detail, within the framework of the plan, in addition to the indicators already used by Group companies to measure investments, the Issuer and the Group companies have adopted additional climate indicators, namely the "Implied Temperature Rise" (**ITR**) and the "Weighted Average Carbon Intensity" (**WACI**), as specific measures for the impact and climate risk associated with investment. Moreover, in 2024, sustainability safeguards for MiFID regulations, i.e. the advisory process, were reinforced. The process of obtaining clients' sustainability preferences and of verification that investment proposals are suitable, have become more sophisticated, with greater emphasis on specific sustainability characteristics of investment products in the portfolio (e.g. PAI consideration).

Finally, after the inaugural issue of a Green Senior Preferred Bond with a maturity of four years and two months for a total amount of 300 million euros which was successfully completed in November 2022, Banca Mediolanum is committed to allocating the proceeds according to the indications laid out in the "Green, Social and Sustainability Bond Framework". Following the issue of its Green Senior Preferred Bond, Banca Mediolanum published the Allocation & Impact Report at the end of 2023 and 2024.

Mediolanum Green, Social and Sustainability Bond Framework

Mediolanum Green, Social and Sustainability Bond Framework (the **Green, Social and Sustainability Bond Framework**) has been established according to the Green Bond Principles 2021 and Social Bond Principles 2021 as well as the Sustainability Bond Guidelines 2021, which are overseen by the International Capital Market Association (**ICMA**). This Green, Social and Sustainability Bond Framework represents a sustainable financing tool that ensures transparency on the use of proceeds and promotes the integrity of the sustainable bond market.

Mediolanum Green, Social and Sustainability Bond Framework is presented through the following key pillars:

1. use of proceeds
2. process for project evaluation and selection
3. management of proceeds
4. reporting
5. external review

Mediolanum's Green, Social and Sustainability Bond Framework encompasses three different types of sustainable bonds, namely:

- **Green bonds:** any type of bond instrument where the proceeds will be exclusively applied to finance or re-finance projects with clear environmental benefits and which are aligned with the four core components of the Green Bond Principles (GBP) administered by the ICMA;

- **Social bonds:** aligned with the four core components of the Social Bond Principles (SBP) overseen by the ICMA and financing projects that directly aim to address or mitigate a specific social issue and/or seek to achieve positive social outcomes, especially but not exclusively for a target population(s); and

- **Sustainability bonds:** any type of bond instrument where the proceeds or an equivalent amount will be exclusively applied to finance or re-finance a combination of both Green and Social projects. Sustainability Bonds are aligned with the four core components of both the GBP and SBP with the former being especially relevant to underlying Green projects and the latter to underlying Social projects.

Green, social or sustainability bonds can be issued as different debt instruments, including public or private placements, senior preferred, senior non-preferred and subordinated bonds in various formats and currencies. Further details will be provided in the applicable documentation related to the specific transaction.

Mediolanum aims to actively monitor the ESG debt market and commits to periodically reviewing this Green, Social and Sustainability Bond Framework to ensure alignment with best market practices and other voluntary standards.

The Green, Social and Sustainability Bond Framework, as well as any future updates, will apply to any green, social, sustainability bond issued by Mediolanum as long as any such instrument is still outstanding.

10. CERTAIN REGULATORY ASPECTS RELATING TO THE ISSUER

Banking Resolution under the EU Bank Recovery and Resolution Directive (BRRD)

The Issuer as a bank is subject to the Directive 2014/59/EU, which is the so-called Bank Recovery and Resolution Directive (**BRRD**), as implemented in the Italian legal framework.

In particular, the BRRD has been implemented in Italy through the adoption of two Legislative Decrees by the Italian Government, namely, Legislative Decrees No. 180/2015 and 181/2015 (together, the **BRRD Decrees**), both of which were published in the Italian Official Gazette on 16 November 2015.

According to these provisions of law and in summary, in the event that the following conditions are met, the relevant bank shall be put under resolution: (i) the resolution Authority (in Italy, the Bank of Italy, acting in accordance with decisions taken by the EU resolution authority, the SRB (as defined below)) has determined, after consultation with the competent authority and vice versa, as applicable, that the bank is failing or is likely to fail; (ii) there is no reasonable prospect that any alternative private sector measures would prevent the failure of the institution within a reasonable timeframe; and (iii) a

resolution action is necessary in the public interest (that is, it is necessary for the achievement of and is proportionate to one or more of the resolution objectives referred to in Article 31 of the BRRD and winding up of the bank under normal insolvency proceedings would not meet those resolution objectives to the same extent). In this context, an institution is considered as failing or likely to fail, alternatively, when: (a) it is, or is likely in the near future to be, in breach of requirements necessary to maintain its authorisation to carry out banking activities, because the institution has incurred or is likely to incur losses that will deplete all or a significant amount of its own funds; (b) its assets are, or are likely in the near future to be, less than its liabilities; (c) it is, or is likely in the near future to be, unable to pay its debts or other liabilities as they fall due; or (d) it requires extraordinary public financial support in order to recover (except in limited circumstances).

Upon the opening of a resolution procedure, the resolution authorities are entrusted with the power to apply, on a stand-alone basis or in combination, the following tools:

- the sale of business, through which the resolution authority may transfer to a purchaser, on commercial terms (except for the case in which the application of commercial terms may affect the effectiveness of the sale or other instruments of ownership issued by the business tool or impose a material threat to financial stability): (a) the shares of the bank under resolution; and (b) all or any assets, rights and liabilities of the latter;

- incorporation of a so-called "bridge institution", through which the resolution authority may transfer to the bridge institution (an entity created for this purpose that is wholly owned by one or more public authorities and is controlled by the resolution authority): (a) the shares or other instruments of ownership issued by the bank under resolution; and (b) all or any assets, rights and liabilities of the latter;

- the asset separation, through which the resolution authority may transfer assets, rights or liabilities of a bank or of a bridge institution (e.g. impaired assets, such as non-performing exposures) to one or more asset management vehicles (an entity created for this purpose that is wholly or partially owned by one or more public authorities and is controlled by the resolution authority) with a view to maximizing their value through the sale or orderly winding down; and

- bail-in, through which the resolution Authority may, jointly or severally: (a) write-down the bank's Common Equity Tier 1 (**CET1**), Additional Tier 1 (**AT1**) and Tier 2 (**T2**) instruments; (b) write-down the eligible liabilities, including bonds (with certain exceptions); and (c) convert eligible liabilities into equity (shares or other instrument of ownership).

As to the application of bail-in, the resolution Authority must take into account the ranking of the bank's creditors according to the ordinary insolvency procedures, as the BRRD (and the corresponding Italian implementing rules) stipulates that, under resolution, no creditor may incur losses greater than they would have incurred under normal insolvency proceedings (the so called "no creditor worse off" principle).

Thus, in general terms, the ranking of the persons which may be subject to bail-in – from the lowest to the highest – is the following:

- holders of Common Equity Tier 1 instruments;

- holders of Additional Tier 1 instruments;

- holders of Tier 2 instruments, including subordinated notes;

- holders of senior non-preferred notes;

- holders of senior notes;
- depositors qualifying as large firms; and
- depositors qualifying as natural persons or SMEs.

The deposits within EUR100,000 are protected by the Italian deposit guarantee schemes, such as the "*Fondo Interbancario di Tutela dei Depositi* (**FITD**).

The non-preferred senior notes (notes intending 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) are a category of instrument introduced in Italy by the Italian Law No. 205/2017, implementing Directive (EU) 2017/2399. They constitute direct, unconditional, unsecured and non-preferred obligations, ranking junior to senior notes (or equivalent instruments), *pari passu*, without any preferences among themselves, 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.

Without prejudice to the above, the resolution authority may, in specified exceptional circumstances, partially or fully exclude certain further liabilities from the application of the bail-in tool (the **General Bail-In Tool**).

The BRRD also provides for a Member State as a last resort, after having assessed and applied the above resolution tools (including the General Bail-In Tool) to the maximum extent practicable while maintaining financial stability and subject to certain other conditions, to be able to provide extraordinary public financial support through additional financial stabilisation tools. These consist of the public equity support and temporary public ownership tools. Any such extraordinary financial support must be provided in accordance with the burden sharing requirements of the EU state aid framework and the BRRD.

As an exemption from these principles, the BRRD allows for three kinds of extraordinary public support to be provided to a solvent institution without triggering resolution: (1) a State guarantee to back liquidity facilities provided by central banks according to the central banks' conditions; (2) a State guarantee of newly issued liabilities; or (3) an injection of own funds in the form of precautionary recapitalisation. In the case of precautionary recapitalisation, EU state aid rules require that shareholders and junior bond holders contribute to the costs of restructuring.

In addition to the General Bail-In Tool and other resolution tools, the BRRD provides for resolution authorities to have the further power to permanently write-down or convert into equity capital instruments at the point of non-viability and before any other resolution action is taken with losses taken in accordance with the priority of claims under normal insolvency proceedings (**Non-Viability Loss Absorption**).

For the purposes of the application of any Non-Viability Loss Absorption measure, the point of non-viability under the BRRD is the point at which (i) the relevant authority determines that the relevant entity meets the conditions for resolution (but no resolution action has yet been taken) or (ii) the relevant authority or authorities, as the case may be, determine(s) that the relevant entity or, in certain circumstances, its group will no longer be viable unless the relevant capital instruments are written-down or converted; or (iii) extraordinary public financial support is required by the relevant entity other than, where the entity is an institution, for the purposes of remedying a serious disturbance in the economy of an EEA member state and to preserve financial stability.

The BRRD also requires institutions to meet at all times a sufficient aggregate amount of own funds and "eligible liabilities" expressed as a percentage of the total liabilities and the own funds of the

institution (i.e. **Minimum Requirement for Own Funds and Eligible Liabilities** or **MREL**). The aim is that the minimum amount should be proportionate and adapted for each category of bank on the basis of their risk or the composition of their sources of funding and to ensure adequate capitalisation to continue exercising critical functions post -resolution. The Commission Delegated Regulation (EU) 2016/1450 set out the assessment criteria that resolution authorities should use to determine the MREL for individual firms. The BRRD does not foresee an absolute minimum, but attributes the competence to set a minimum amount for each bank to national resolution authorities (for banks not subject to supervision by the ECB) or to the Single Resolution Board (the **SRB**) for banks subject to direct supervision by the ECB.

The determination that securities issued by the Group will be subject to write-down, conversion or bail-in is likely to be inherently unpredictable and may depend on a number of factors which may be outside of the Group's control. This determination will also be made by the SRB and there may be many factors, including factors not directly related to the Issuer or the Group, which could result in such a determination. Because of this inherent uncertainty, it will be difficult to predict when, if at all, the exercise of a bail-in power may occur which would result in a principal write off or conversion to other securities, including equity. Moreover, as the criteria that the SRB will be obliged to consider in exercising any bail-in power provide it with considerable discretion, holders of the securities issued by the Group may not be able to refer to publicly available criteria in order to anticipate a potential exercise of any such power and consequently its potential effect on the Group and the securities issued by the Group. Potential investors in the securities issued by the Group should consider the risk that a holder may lose all or part of its investment, including the principal amount plus any accrued interest, if such statutory loss absorption measures are acted upon.

Furthermore, on 1 June 2016, the Commission Delegated Regulation (EU) 2016/860 of 4 February 2016 (**Delegated Regulation (EU) 2016/860**) specifying further the circumstances where exclusion from the application of write-down or conversion powers is necessary under Article 44(3) of BRRD was published on the Official Journal of the European Union. In particular, this regulation lays down rules specifying further the exceptional circumstances provided for in Article 44(3) of BRRD, where the resolution authority may exclude, or partially exclude, certain liabilities from the application of the write down or conversion powers where the bail-in tool is applied. The Delegated Regulation (EU) 2016/860 entered into force on 21 June 2016.

Furthermore, under resolution, the resolution authorities have relevant ancillary power aimed at ensuring a smooth resolution of the bank. In particular, they are entitled to amend or alter the maturity of certain debt instruments (such as senior notes, non-preferred senior notes and subordinated notes) issued by the bank under resolution or to amend the amount of interest payable under such instruments, or the date on which the interest becomes payable, including by suspending payment for a temporary period.

In general terms, the resolution authority is also entitled to cancel or modify the terms of any contract to which the bank under resolution is a party, to suspend the bank's contractual obligations or to substitute a recipient as a party.

On the other hand, the application of a resolution measure shall not, per se (i.e. provided that the bank continues to perform its obligations under the relevant agreements), make it possible to: (i) exercise any termination, suspension, modification, netting or set-off rights; (ii) obtain possession, exercise control or enforce any security over any property of the bank in relation to an agreement which includes cross-default provisions; or (iii) affect any contractual rights of the bank in relation to an agreement which includes cross-default provisions.

In this regard, it should be noted that, in any case, the BRRD Decrees introduced strict limitations on the possibility to exercise the rights of set-off normally available under Italian insolvency laws, in case of resolution.

As to the financing of the resolution action, the resources may be provided by the national resolution funds and the SRB. However, in accordance with the burden-sharing principle, the intervention of such funds is only admitted where a contribution to loss absorption and recapitalisation equal to an amount not less than 8% of the total liabilities (including own funds) of the bank under resolution, measured at the time of the resolution action, has been made by the shareholders and the holders of other instruments of ownership, the holders of relevant capital instruments and other eligible liabilities through write down, conversion or otherwise. In any case, the contribution of the resolution funds shall not exceed 5% of the total liabilities, including own funds of the bank under resolution, measured at the time of the resolution action.

On 23 November 2016, the European Commission published a proposal to amend certain provisions of the BRRD. The proposal includes an amendment to Article 108 of the BRRD aimed at further harmonising the creditor hierarchy as regards the priority ranking of holders of bank senior unsecured debt in resolution and insolvency. A new class of so-called "senior non-preferred debt" was proposed to be added that would be eligible to meet the total loss absorbing capacity (**TLAC**) requirements and the MREL requirements. This new class of debt will be senior to all subordinated debt, but junior to ordinary unsecured senior claims.

The proposal of the European Commission resulted in the adoption of Directive (EU) 2017/2399 of 12 December 2017 amending the BRRD with regard to the ranking of unsecured debt instruments in insolvency hierarchy which was published in the Official Journal of the European Union on 27 December 2017 and had to be transposed into national law by the Member States by 29 December 2018. In this regard, the Italian Law no. 205/2017, approved by the Italian Parliament on 27 December 2017, contains the implementing provisions pertaining to "non-preferred" senior debt instruments.

The amendments to the BRRD do not affect the existing stocks of bank debt and their statutory ranking in insolvency pursuant to the relevant laws of the Member State in which the bank is incorporated.

The EU Banking Framework includes BRRD II, which provides for a number of significant revisions to the BRRD. BRRD II provides that Member States were required to ensure implementation into local law by 28 December 2020 with certain requirements relating to the implementation of the TLAC standard applying from January 2022 while the transitional period for full compliance with MREL requirements is foreseen until 1 January 2024, with interim targets for a linear build-up of MREL set at 1 January 2022. The EU Banking Framework includes, among the other things:

(a) full implementation of the FSB's TLAC standard in the EU and revisions to the existing MREL regime. Additional changes to the MREL framework include changes to the calculation methodology for MREL, criteria for the eligible liabilities which can be considered as MREL, the introduction of internal MREL and additional reporting and disclosure requirements on institutions;

(b) 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 EUR100 billion;

(c) the introduction of a new moratorium power for resolution authorities and requirements on the contractual stays in resolution; and

(d) amendments to the article 55 regime in respect of the contractual recognition of bail-in. Changes to the BRRD under BRRD II impact how credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors.

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, 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, the BRRD II envisages a nine-month grace period before restrictions to discretionary payments to the holders of regulatory capital instruments and employees take effect due to a breach of the combined capital buffer requirement.

On 20 May 2020, the Single Resolution Board 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 Framework;

(b) subordination for resolution entities: the policy sets the following subordination requirements: (i) pillar 1 banks (being, for sake of clarity, the Basel II rules on capital adequacy, which is the minimum amount of capital that each bank shall comply with pursuant to the law) 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 so called "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 possibility to permit 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 operationalisation 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);

(g) M-MDA: the SRB may set restrictions for banks that do not comply with the Combined Buffer Requirement (CBR), preventing them from distributing more than the Maximum Distributable Amount related to MREL (M-MDA). The M-MDA may also be imposed in cases of breaches of the MREL. The Policy describes the two-stage assessment and the expectations for the banks as regards the notification.

The above mentioned MREL policy is reviewed and updated by the SRB periodically.

On 30 September 2024, the SRB published a communication on the changes to its MREL policy to be implemented in line with the Daisy Chain Act (as defined below). The Single Resolution Board (SRB) clarified in its communication of 30 September 2024 that the entry into force of the amendments introduced by the Daisy Chain Act entails that the SRB will no longer determine the MREL requirement for liquidation entities, unless it considers it justified to set a requirement exceeding the amount necessary to absorb losses, and that Articles 77(2) and 78a of the CRR do not apply to liquidation entities for which the SRB has not determined the MREL. Hence, the previously adopted decisions setting the MREL for "liquidation entities" were repealed, as well as the prior permissions granted to the same liquidation entities pursuant to Article 78a CRR – the liquidation entities are in the position to reduce eligible liabilities instruments without the SRB's prior permission. As at the date of this Base Prospectus, the Issuer has not been recognised by the SRB as a liquidation entity for the Daisy Chain Act purposes.

In September 2020, the European Commission issued a notice aimed at interpreting certain legal provisions of the revised bank resolution framework (i.e. BRRD, SRM Regulation, CRR and CRD IV Directive) in reply to questions raised by national competent authorities (NCAs), addressing the following issues: (i) the power to prohibit certain distributions; (ii) powers to suspend payment or delivery obligations; (iii) the selling of subordinated eligible liabilities to retail clients; (iv) minimum requirement for own funds and eligible liabilities; (v) bail-in tool; (vi) contractual recognition of bail-in; (vii) write-down or conversion of capital instruments and eligible liabilities; (viii) exclusion of certain contractual terms in early intervention and resolution; and (ix) contractual recognition of resolution stay powers. As pinpointed by the same European Commission, the notice merely clarifies the provisions already contained in the applicable legislation, while it does not extend in any way the rights and obligations deriving from such legislation nor introduce any additional requirements of the concerned operators and competent authorities.

In April 2021, the Commission Implementing Regulation (EU) 2021/763 on disclosure reporting on MREL and TLAC 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; (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 the Commission 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.

On 1 December 2021, Legislative Decree no. 193 of 8 November 2021 (the **193 Decree**), implementing the BRRD II into the Italian jurisdiction, entered into force, amending Legislative Decree no. 180/2015 and the Italian Consolidated Banking Act.

The amendments introduced to Legislative Decree no. 180/2015 aligned the Italian regulatory framework regulating MREL, and the criteria according to which it is determined, to the provisions set forth in BRRD II.

In particular, the amended version of Legislative Decree no. 180/2015 clearly envisages that MREL shall be determined by the Bank of Italy on the basis of the following criteria:

(i) the need to ensure that the application of the resolution tools to the resolution entity is adequate to meet the resolution's objectives;

(ii) the need to ensure that the resolution entity and its subsidiaries belonging to the same corporate group subject to resolution have sufficient own funds and eligible assets to ensure that, if the bail-in tool or write-down or conversion powers, respectively, were to be applied to them, losses could be absorbed and that it is possible to restore the total capital ratio and, as applicable, the leverage ratio to a level necessary to enable them to continue to comply with the conditions for authorisation, according to the regulatory framework currently in force, even if the resolution plan envisages the possibility for certain classes of eligible liabilities to be excluded from bail-in or to be transferred in full to a recipient under a partial transfer;

(iii) the size, the business model, the funding model and the risk profile of the entity; and

the extent to which the failure of the entity would have an adverse effect on financial stability, due to the interconnectedness of the entity with other institutions or entities or with the rest of the financial system.

In such context, it is worth mentioning that on 18 April 2023, the European Commission published a legislative proposal on the Crisis Management and Deposits Insurance (the **CMDI Reform**) framework. The package consists of four legislative proposals that would amend existing EU legislation: the BRRD, the Deposit Guarantee Scheme Directive (DGSD) and the SRM Regulation. 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 that 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 problematic 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 pegging 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.

As part of the review of CMDI Reform, the Daisy Chain Act (as defined below) was adopted.

Directive (EU) 2024/1174 of the European Parliament and Council of 11 April 2024, amending the BRRD and the SRM Regulation as regards certain aspects of the minimum requirements for own funds and eligible liabilities was published on 24 April 2024 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 apply from 14 November 2024.

Among the others, the new rules of the Daisy Chain Act aim to give the resolution authorities the power of setting internal MREL on a consolidated basis subject to certain conditions. Where the resolution authority allows a 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. As at the date of this Base Prospectus, the Issuer has not been recognised by the SRB as a liquidation entity for the Daisy Chain Act purposes.

On 25 June 2025, the Council and the Parliament reached an agreement on the Commission proposal to review the CMDI package. The reform aims to enhance the ability of resolution authorities to manage the failure of small and medium-sized banks by broadening the scope of resolution to include these banks when it serves the public interest. This will enable more banks to undergo an orderly exit, such as a sale to another bank, rather than being liquidated, thereby minimising economic disruption in the event of bank failures. The reform will also strengthen depositor protection across the European Union. The co-legislators are expected to finalise the legal text at technical level before formally adopting the new framework. Once fully implemented, the EU Banking Package and the CMDI are expected to impact the entire banking system and consequently could determine changes in the capital calculation and increase capital requirements.

CRD V Directive and CRR II

In November 2016, the European Commission (the **EC**) published a package of proposed amendments to CRD IV Directive and the CRR (the **CRD V Directive** and **CRR II**, respectively). Following the EC's proposals, CRD V Directive and CRR II have been issued on 27 June 2019 as Directive 2019/878/EU and Regulation 2019/876/EU respectively. CRD V Directive applies from 29 June 2020 and CRR II largely applies from 28 June 2021.

The amendments seek to implement some of the remaining aspects of Basel III and reforms which reflect EC findings on the impact of CRD IV Directive on bank financing of the EU economy. Certain of the changes such as new market risk rules, standardised approach to counterparty risk, details on the leverage ratio and net stable funding requirements and the tightening of the large exposures limit will particularly impact capital requirements. The amendments also seek to require financial holding companies in the European Union to become authorised and subject to direct supervision under CRD IV Directive. This will place formal direct responsibility on holding companies for compliance with consolidated prudential requirements for financial groups. The amendments also require third-country groups above a certain threshold with two or more credit institutions or investment firms in the European Union to establish an intermediate EU holding company. The minimum requirement for own funds and eligible liabilities provisions in the CRR are also amended to bring the requirement in line with the Financial Stability Board's (**FSB**) final total loss absorbing capacity term sheet standards for globally significant institutions.

The final capital framework to be established in the European Union under CRD V Directive and/or CRR II differs from Basel III in certain areas. In December 2017, the Basel Committee finalised further changes to the Basel III framework which include amendments to the standardised approaches to credit risk and operational risk and the introduction of a capital floor. In January 2019, the Basel Committee published revised final standards on minimum capital requirements for market risk. These proposals will need to be transposed into EU law before coming into force. The Basel Committee has recommended implementation commencing in 2022; however, timing of implementation in the European Union is uncertain.

Among other measures taken by prudential regulators in response to the COVID-19 pandemic, the Group of Central Bank Governors and Heads of Supervision decided on 2 April 2020 to delay the implementation of these final Basel III standards by one year to 1 January 2023.

In addition to the above, under Article 133 of CRD V, European Member States may introduce a systemic risk buffer of Common Equity Tier 1 capital in order to prevent and mitigate macroprudential or systemic risk not covered by CRR, the countercyclical capital buffer, the G-SII buffer or the O-SII buffer. Pursuant to this provision, the Competent Authority has the power to set one or more systemic

risk buffer rates applicable to one or a combination of the exposures of the kind referred to in Article 133(5) of CRD V.

The provisions laid down by the CRD V as to the national competent authorities to introduce a systemic risk buffer have been transposed into the Italian secondary level legislation, now also providing for the Bank of Italy's authority to set one or more systemic risk buffer rates.

Following a public consultation procedure, on 26 April 2024, the Bank of Italy decided to apply a systemic risk buffer (SyRB) of 1.0 per cent of exposures towards Italian residents weighted for credit and counterparty credit risks. The SyRB applies to all banks and banking groups authorised in Italy. The buffer rate target was reached gradually: 0.5 per cent would need to be set aside by 31 December 2024, and the remaining 0.5 per cent by 30 June 2025. The SyRB applies at the highest level of consolidation for banking groups.

CRD VI and CRR III

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.

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**) entered into force on 9 July 2024. 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* (**FRTB**) to 1 January 2026. Moreover, on 19 September 2025, Delegated Regulation (EU) 2025/1496 was published in the Official Journal of the European Union, postponing by one additional year – until 1 January 2027 – the date of application of the FRTB. 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 related to CRD VI and CRR III include:

1. 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;

2. implementation of the Basel III agreement to strengthen Union banks' resilience face at the main risk areas (credit risk; market risk and operational risk);

3. 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);

4. 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

5. 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.

On 27 August 2025, the Bank of Italy issued the 50th amendment to Circular No. 285, implementing the CRR III into the Italian regulatory framework and containing guidance regarding the exercise of national discretions. Among other things, the Bank of Italy has implemented the discretion provided for in Article 465, para. 5 of the CRR, which allows banks using IRB internal models to temporarily apply—subject to certain regulatory requirements—preferential risk weight factors in calculating the output floor for exposures secured by residential properties. Conversely, it has not exercised the discretion under Article 129, para. 3 of the CRR concerning covered bonds.

The Supervisory Review and Evaluation Process

The Issuer is subject to the Pillar 2 requirements for banks imposed under the CRD IV Directive and the CRR which will be impacted, on an on-going basis, by the Supervisory Review and Evaluation Process (**SREP**). The SREP 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 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.

On 18 March 2022, the EBA published revised "Guidelines for Common Procedures and Methodologies for the Supervisory Review and Evaluation Process (SREP) and Prudential Stress Tests", which provide a common framework for supervision in assessing risks to banks' business models, solvency and liquidity, as well as for conducting prudential stress tests. The guidelines will apply as of 1 January 2023.

On 12 October 2022 EBA amended, with Guidelines EBA/GL/2022/13, the scope of application of the Guidelines of 2018 (EBA/GL/2018/10) clarifying that the Guidelines will no longer apply to significant credit institutions, as they are subject to greater disclosure obligations regarding impaired exposures and the measures of concessions, as prescribed by CRR2 and the Implementing Regulation (EU) of 15 March 2021. The EBA/GL/2022/13 Guidelines apply since 31 December 2022.

On 21 December 2022, the Bank of Italy issued the 41st amendment to Circular No. 285, implementing said Guidelines EBA/GL/2022/13.

On 28 May 2024, the ECB announced to the market that its Supervisory Board took the decision to reform the SREP. In particular, the SREP will be adapted to increase efficiency and effectiveness, building on and going beyond changes that have been implemented in recent years, such as a new risk tolerance framework. Changes will be implemented gradually, starting in the second half of 2024 and will be finalised for the 2026 SREP cycle. Although the Supervisory Board's intention is to maintain a full compliance of the revised SREP framework with the EBA guidelines, as at the date of this Base

Prospectus, there is still legal uncertainty as to the impact the changes the ECB is about to introduce to the SREP methodology may have on the Issuer and / or Group prudential capital structured in terms of capital prudential requirements and buffers the Issuer will be required to meet at an individual and / or consolidated basis.

Credit Rating

As at the date of this Base Prospectus, the Issuer has been rated:

(a) "BBB+" (long-term issuer credit rating) and "A-2" (short-term issuer credit rating) with outlook "stable" by Standard & Poor's Global Ratings; and

(b) "BBB+" (long-term issuer default rating) and "F2" (short-term issuer default rating) with outlook "stable" by Fitch.

A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Sustainability Rating

In 2023, the Issuer has been assigned a sustainability rating being the "Corporate Sustainability Assessment" (which is a benchmark tool for companies to assess the financial materiality of their sustainability performance from the perspective of investors) equal to "45 out of 100" by the independent agency Standard & Poor's Global.

During 2021, the first ESG index dedicated to Italian blue-chips was launched, designed to identify large Italian listed issuers with the best ESG practices (the so-called "MIB ESG Index"). The composition of such index is based on the analysis of ESG criteria by Vigeo Eiris (V.E.), a Moody's ESG Solutions company, which evaluates the ESG performance of issuers. In October 2021, the Issuer entered into the composition of the MIB ESG index Ranking. Furthermore, in 2024, the Issuer has been rated "AA" in respect of the ESG rating being the "MSCI ESG Rating", which aims at measuring a company's management of financially relevant ESG risks and opportunities.

Moreover, during 2024, the Issuer has been rated "EE" by Standard Ethics. Such rating is issued to companies and organizations wishing to compare their ESG performance with guidelines and models promoted by, *inter alios*, the EU and OECD.

Audit of the consolidated financial statements

The Issuer states that:

(a) the condensed consolidated half-year financial statements as at and for the six months ended on 30 June 2025, approved by the Board of Directors on 31 July 2025, have been subject to limited review procedures by the independent auditors PricewaterhouseCoopers S.p.A. who issued their unqualified limited review report on 4 August 2025;

(b) the consolidated financial statements as at and for the year ended 31 December 2024, approved by the Board of Directors on 12 March 2025, have been audited by the independent auditors PricewaterhouseCoopers S.p.A. who issued their unqualified audit report on 24 March 2025; and

(c) the consolidated financial statements as at and for the year ended 31 December 2023, approved by the Board of Directors on 6 March 2024, have been audited by the independent auditors PricewaterhouseCoopers S.p.A. who issued their unqualified audit report on 25 March 2024.

The above consolidated financial statements have been prepared in accordance with International Financial Reporting Standards issued by the International Accounting Standards Board as adopted by the European Union (**IFRS**).

Alternative Performance Measures

In order to facilitate the understanding of economic and financial performance of the Group, the Issuer's directors have identified certain Alternative Performance Measures (**APMs**).

This Base Prospectus contains or incorporates by reference the following alternative performance measures, as defined by the European Securities and Markets Authority's Guidelines on Alternative Performance Measures (ESMA/2015/1415), which are used by the management of the Issuer to monitor the Group's financial and operating performance and to facilitate management in identifying operational trends and take about investment decisions, resource allocation and other operational decisions.

With reference to the interpretation of these APMs, the management draws attention to the matters illustrated below:

(i) The APMs indicators are constructed exclusively from the Group's historical data and is not indicative of the future performance of the Group;

(ii) the APMs are not required by IFRS and, although derived from the Issuer's consolidated financial statements, have not been audited;

(iii) the APMs should not be seen as a substitute for measures defined according to IFRS;

(iv) the APMs should be read together with the Group's financial information as reported in the Issuer's audited consolidated financial statements incorporated by reference in this Base Prospectus; and

(v) it is to be noted that, since not all companies define and calculate APMs in the same manner, the APMs may not be always to those used by other companies or groups.

APMs used by the Group are prepared and presented consistently for all periods for which financial information is included in this Base Prospectus.

Measures of profitability[16]

Alternative Performance Measures	30-June-25	31-Dec-24	31-Dec-23
Return On Equity	23.27%	29.93%	25.67%
CET1 Ratio	22.43%	23.67%	22.29%
Cost/Income Ratio (ex mkt effect)	39.13%	39.05%	39.88%
Asset Under Management (€/bln)	144.4	138.5	118.1
Loan Loss Provision	15 bps	18 bps	19 bps
Gross NPL Ratio	1.45%	1.47%	1.45%

[16] Source: elaboration by the Company based on internal data.

Net NPL Ratio	0.76%	0.79%	0.79%

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For sake of clarity, the terms indicated in the chart above have the following meaning:

Return On Equity means the shareholder remuneration index determined as the *ratio* of net income to average Shareholders' Equity for the period including earnings. Net income in interim periods is annualized, adjusting the projection by excluding the effect of major extraordinary effects.

Common Equity Tier1 Ratio means the solvency ratio expressed as the ratio of Commom Equity Tier 1 to Risk-Weighted Assets (RWA) calculated on the basis of Basel III regulations in application of the provisions of Regulation (EU) 575/2013 of the European Parliament and of the Council of June 26, 2013, Directive 2013/36/EU (CRD IV) and subsequent updates, as in force on the reference date.

Cost/Income Ratio means *ratio* of "*general and administrative expenses*" including "*ordinary contributions and Guarantee Funds*" to the "*contribution margin*" identifiable in the Reclassified Consolidated Income Statement, reported in the Financial Statements. For sake of clarity, such ratio does not consider the "Market Effect" item, i.e., items measured at fair value and performance fees.

Assets Under Management means the total assets held by customers pertaining to both asset management and assets under administration products, also attributable to third-party products.

Loan Loss Provision means the credit quality indicator calculated through the ratio of net adjustments to Loans recorded in the last 12 months to the Stocks of Loans to customers (amortized cost), excluding loans not subject to adjustment, such as deposits with "*Cassa Compensazione & Garanzia*" and operating loans.

Gross NPL Ratio means the ratio calculated as non-performing exposures before related provisions to the stock of loans to customers measured at amortized cost.

Net NPL Ratio means the ratio calculated as net non-performing exposures to the Stock of loans to customers measured at amortized cost, net of adjustments on impaired and performing loans.

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.

The statements herein regarding taxation summarise the main tax consequences of the purchase, the ownership, the redemption and the disposal of the Notes. They apply to a holder of Notes only if such holder purchases its Notes in this offering. It is a general overview that does not apply to certain categories of investors and does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to purchase, own or dispose of the Notes. It does not discuss every aspect of taxation that may be relevant to a holder of Notes if such holder is subject to special circumstances or if such holder is subject to special treatment under applicable law.

Where in this overview English terms and expressions are used to refer to Italian concepts, the meaning to be attributed to such terms and expressions shall be the meaning to be attributed to the equivalent Italian concepts under Italian tax law.

The statements herein regarding taxation are based on the laws in force in Italy as at the date of this Base Prospectus and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis.

The laws and their interpretation by the tax authorities may change and such changes may also have retroactive effect. Accordingly, investors should consider this aspect before investing.

Prospective purchasers of the Notes are advised to consult their own tax advisers concerning the overall tax consequences under Italian tax law, under the tax laws of the country in which they are resident for tax purposes and of any other potentially relevant jurisdiction of acquiring, holding and disposing of the Notes and receiving payments of interest, principal and/or other amounts under the Notes, including in particular the effect of any state, regional or local tax laws.

Italian Taxation

Tax treatment of Notes issued by the Issuer

Decree No. 239 sets out the applicable regime regarding the tax treatment of interest, premium and other income from certain securities issued, inter alia, by Italian resident banks (including the difference between the redemption amount and the issue price) (hereinafter collectively referred to as **Interest**). The provisions of Decree No. 239 only apply to Notes issued by the Issuer which qualify as *obbligazioni* (bonds) or *titoli similari alle obbligazioni* (securities similar to bonds) pursuant to Article 44 of Presidential Decree No. 917 of 22 December 1986, as amended and supplemented (**Decree No. 917**). Pursuant to Article 44 paragraph 2, letter c) of Decree No. 917, for securities to qualify as *titoli similari alle obbligazioni* (securities similar to bonds), they must (i) incorporate an unconditional obligation to pay at maturity an amount not less than that therein indicated, with or without the payment of periodic interest, and (ii) attribute to the holders no direct or indirect right to control or participate in the management of the Issuer or to the business in connection to which the securities were issued.

The tax regime set forth by Decree No. 239 also applies to Interest from regulatory capital financial instruments complying with EU and Italian regulatory principles, issued by, inter alia, Italian banks, other than shares and assimilated instruments as set out by Article 2, paragraph 22, of Law Decree No. 138 of 13 August 2011 (**Decree No. 138**) as converted with amendments by Law No. 148 of 14 September 2011 and as further amended from time to time.

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 they have opted for the application of the *risparmio gestito* regime – see under "*Capital gains tax*" below);

(b) a non-commercial partnership;

(c) a non-commercial private or public institution other than companies, and trusts not carrying out mainly or exclusively commercial activities, the Italian State and public and territorial entities; or

(d) an investor exempt from Italian corporate income taxation,

Interest relating to the Notes, accrued during the relevant holding period, are subject to a withholding tax, referred to as "*imposta sostitutiva*", levied at the rate of 26 per cent., unless the relevant Noteholder holds the Notes in a discretionary investment portfolio managed by an authorized intermediary and, under certain conditions, has validly opted for the application of the *risparmio gestito* regime provided for by Article 7 of Italian Legislative Decree No. 461 of November 21, 1997 (**Decree No. 461**) (see "*Capital gains tax*" below). In the event that the Noteholders described under paragraphs (a) and (c) above are engaged in an entrepreneurial activity to which the Notes are connected, the *imposta sostitutiva* applies as a provisional tax and the relevant Interest must be included in their relevant income tax return. As a consequence, the Interest will be subject to ordinary income tax and the *imposta sostitutiva* may be recovered as a deduction from the taxation on income due.

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 relating to the Notes if the Notes are included in a long-term individual savings account (*piano individuale di risparmio a lungo termine*) that meets the requirements 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 from the Notes will not be subject to *imposta sostitutiva*. It must, however, be included in the relevant Noteholder's income tax return and is therefore subject to general Italian corporate taxation (**IRES**) (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, 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 in respect of the Notes made to Italian resident real estate investment funds established pursuant to Article 37 of Legislative Decree No. 58 of 24 February 1998, as amended and supplemented, or pursuant to Article 14-bis of Law No. 86 of 25 January 1994, and Italian real estate *società di investimento a capitale fisso* (**SICAFs**) (together, the **Real Estate Funds**) are subject neither to *imposta sostitutiva* nor to any other income tax in the hands of a Real Estate Fund. However, a withholding tax of 26 per cent. will apply, in certain circumstances, to distributions made in favour of unitholders/shareholders of the Real Estate Fund.

If the investor is resident in Italy and is an open-ended or closed-ended investment fund, a SICAF (other than a real estate SICAF) or a SICAV ("*Società di investimento a capital variabile*") established in Italy (together, the **Funds**) 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 accrued during the holding period on the 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 up to 26 per cent. will apply, in certain circumstances, to distributions made in favour of unitholders or shareholders (the **Collective Investment Fund Tax**).

Where an Italian resident Noteholders is a pension fund (subject to the regime provided for by article 17 of the Italian Legislative Decree No. 252 of 5 December 2005) and the Notes are deposited with an authorised intermediary, Interest relating to the Notes and accrued during the holding period will not be subject to *imposta sostitutiva*, but must be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to a 20 per cent. substitute tax. Subject to certain conditions (including minimum holding period requirement) and limitations, Interest relating to the Notes may be excluded from the taxable base of the 20 per cent. substitute tax if the Notes are included in a long-term 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 No. 239, the *imposta sostitutiva* is applied by banks, *società di intermediazione mobiliare* (so-called **SIMs**), fiduciary companies, *società di gestione del risparmio*, stockbrokers and other qualified entities, identified by a decree of the Ministry of Finance, which are resident in Italy (**Intermediaries** and each an **Intermediary**) or by permanent establishments in Italy of a non-Italian resident Intermediary or by organizations or companies non-resident in Italy, acting through a system of centralized administration of securities and directly connected with the Department of Revenue of the Ministry of Finance (which includes *Euroclear* and *Clearstream*) having appointed an Italian representative for the purposes of Decree No. 239. For the purposes of applying *imposta sostitutiva*, Intermediaries or permanent establishments in Italy of foreign intermediaries are required to act in connection with the collection of Interest or, in the transfer or disposal of the Notes, including in their capacity as transferees. 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 in ownership of the relevant Notes or in a change in 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 Italian financial intermediary paying Interest to a Noteholder or, absent that, by the Issuer.

Non-Italian resident Noteholders

Where the Noteholder is a non-Italian resident, without a permanent establishment in Italy to which the Notes are effectively connected, an exemption from the *imposta sostitutiva* applies provided that the non-Italian resident beneficial owner is:

(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 decree 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", whether or not subject to tax, which is established in a State 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 be the beneficial owners of the payments of Interest (certain types of institutional investors are deemed to be beneficial owners by operation of law) and must:

(a) 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

(b) 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*. This 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 the 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.

The *imposta sostitutiva* will be applicable at the rate of 26 per cent. to Interest paid to Noteholders who do not qualify for the exemption.

Noteholders who are subject to the substitute tax might, nevertheless, be eligible for a total or partial relief under an applicable tax treaty between the Republic of Italy and the country of residence of the relevant Noteholder.

Tax treatment of Notes qualifying as atypical securities (*titoli atipici*)

Atypical securities are securities that do not fall within the category of (a) shares (*azioni*) and securities similar to shares (*titoli similari alle azioni*) and of (b) bonds (*obbligazioni*) or securities similar to bonds (*titoli similari alle obbligazioni*).

Payments relating to atypical securities are subject to 26 per cent. withholding tax.

Where the Noteholder is (i) a non-Italian resident person, (ii) an Italian resident individual not holding the Notes for the purpose of carrying out a business activity, (iii) an Italian resident non-commercial partnership, (iv) an Italian resident non-commercial private or public institution, (v) a Fund, (vi) a Real Estate Fund, (vii) a pension fund (subject to the regime provided for by article 17 of the Italian Legislative Decree No. 252 of 5 December 2005), or (viii) an Italian resident investor exempt from Italian corporate income taxation, such withholding tax is a final withholding tax.

Subject to certain limitations and requirements (including a minimum holding period), Italian resident individuals not acting in connection with an entrepreneurial activity 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 26 withholding tax, on Interest relating to the Notes qualifying as atypical securities if such 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.

Where the Noteholder is (a) an Italian resident individual carrying out a business activity to which the Notes are effectively connected, or (b) an Italian resident corporation or a similar commercial entity

(including a permanent establishment in Italy of a foreign entity to which the Notes are effectively connected), such withholding tax is an advance withholding tax.

In case of a non-Italian resident Noteholder without a permanent establishment in Italy to which the Notes are effectively connected, the above mentioned withholding tax rate may be reduced (generally to 10 per cent.) or eliminated under certain applicable tax treaties entered into by Italy, subject to timely filing of the required documentation.

Capital gains tax

Italian resident Noteholders

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, 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 not engaged in an entrepreneurial activity to which the Notes are connected, (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*, provided for by Decree No. 461, levied at the rate of 26 per cent. The Noteholders may set off any losses with their gains.

In respect of the application of *imposta sostitutiva*, taxpayers may opt for one of the three regimes described below:

(a) Under the tax declaration regime (*regime della dichiarazione*), which is the default regime for Italian Noteholders under (i) to (iii) above, the *imposta sostitutiva* on capital gains will be chargeable, on a cumulative basis, on all capital gains (net of any incurred capital loss) realised by the above mentioned Italian resident Noteholders holding the Notes. In this instance, "capital gains" means any capital gain not connected with an entrepreneurial activity pursuant to all sales or redemptions of the Notes carried out during any given tax year. Taxpayers 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 the *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.

(b) 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:

(i) the Notes being deposited with Italian banks, SIMs or certain authorised financial intermediaries; and

(ii) an express election for the *risparmio amministrato* regime being timely made in writing by the relevant Noteholder.

The depository must account for the *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. The depository must also 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 Noteholders or using funds provided by the Noteholders for this purpose. Under the *risparmio amministrato* regime, any possible capital loss resulting from a sale or redemption or certain other transfer of the Notes may be deducted from capital gains subsequently realized, 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 Noteholders are not required to declare the capital gains in the annual tax return.

(c) In the "*risparmio gestito*" regime, any capital gains realised by Italian Noteholders under (i) to (iii) above who have entrusted the management of their financial assets (including the Notes) to an authorised intermediary, 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. Any depreciation of the managed assets accrued at the year-end may be carried forward against increase in value of the managed assets accrued in any of the four succeeding tax years. The Noteholders are not required to declare the capital gains realised in the annual tax return.

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.

Any capital gains realised by a Noteholder who is a Fund will neither be subject to *imposta sostitutiva* on capital gains, nor to any other income tax in the hands of the relevant Noteholders; the Collective Investment Fund Tax will be levied on proceeds distributed by the Fund or received by certain categories of unitholders or shareholders upon redemption or disposal of the units or shares.

Real Estate Funds are not subject to any substitute tax at the fund level nor to any other income tax in the hands of the Real Estate Fund. However, a withholding tax of 26 per cent. will apply, in certain circumstances, to distributions made in favour of unitholders/shareholders of the Real Estate Fund.

Any capital gains realised by a Noteholder who is an Italian pension fund (subject to the regime provided for by article 17 of the Italian Legislative Decree No. 252 of 5 December 2005) will be included in the result of the relevant portfolio accrued at the end of the tax period, to be subject to a 20 per cent. substitute tax. Subject to certain conditions (including minimum holding period requirement) and limitations, capital gains arising from the Notes may be excluded from the taxable base of the 20 per cent. substitute tax if the Notes are included in a long-term 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.

Non-Italian resident Noteholders

Capital gains realised by non-Italian resident Noteholders without a permanent establishment in Italy to which the Notes are effectively connected, from the sale or redemption of Notes traded on regulated markets are not subject to the *imposta sostitutiva*, even if the Notes are held in Italy and regardless of the provisions set forth by any applicable double tax treaty. The exemption applies provided that the non-Italian resident Noteholders, in certain cases, file in due course with the authorised financial intermediary an appropriate affidavit (*autocertificazione*) stating that the Noteholder is not resident in Italy for tax purposes and has no permanent establishment in Italy to which the Notes are effectively connected.

Capital gains realised by non-Italian resident Noteholders, without a permanent establishment in Italy to which the Notes are effectively connected, from the sale or redemption of Notes not traded on regulated markets and held in Italy are not subject to the *imposta sostitutiva*, provided that the effective beneficiary (certain types of institutional investors are deemed to be beneficial owners by operation of law) is:

(a) resident in a State included in the White List;

(b) an international entity or body set up in accordance with international agreements which have entered into force in Italy;

(c) a Central Bank or an entity which manages, inter alia, the official reserves of a foreign State; or

(d) an "institutional investor", whether or not subject to tax, which is established in a State included in the White List.

If none of the conditions above is met, capital gains realised by non-Italian resident Noteholders, without a permanent establishment in Italy to which the Notes are effectively connected, from the sale or redemption of Notes not traded on regulated markets are subject to the *imposta sostitutiva* at the current rate of 26 per cent. However, Noteholders may benefit from an applicable tax treaty with Italy providing that capital gains realised upon the sale or redemption of the Notes are to be taxed only in the resident tax country of the recipient.

Inheritance and gift taxes

Transfers of any valuable asset (including the Notes or other securities) as a result of death or donation are taxed as follows:

(a) transfers in favour of spouses and direct descendants or direct ancestors are subject to an inheritance and gift tax applied at a rate of 4 per cent. on the value of the inheritance or gift exceeding, for each beneficiary, Euro 1,000,000;

(b) transfers in favour of relatives to the fourth degree or relatives-in-law to the third degree are subject to an inheritance and gift tax at a rate of 6 per cent. on the entire value of the inheritance or the gift. Transfers in favour of brothers/sisters are subject to the 6 per cent. inheritance and gift tax on the value of the inheritance or gift exceeding, for each beneficiary, Euro 100,000; and

(c) any other transfer is, in principle, subject to an inheritance and gift tax applied at a rate of 8 per cent. on the entire value of the inheritance or gift.

If the transfer is made in favour of persons with severe disabilities, the tax is levied at the rate mentioned above in paragraphs (a), (b) and (c) on the value exceeding, for each beneficiary, Euro 1,500,000.

The transfer of financial instruments (including the Notes) as a result of death is exempt from inheritance tax when such financial instruments are included in 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.

Transfer tax

Contracts relating to the transfer of securities are subject to a Euro 200.00 registration tax as follows: (i) public deeds and notarised deeds are subject to mandatory registration; (ii) private deeds are subject

to registration only in "case of use (*caso d'uso*), in case of "explicit reference" (*enunciazione*) or in case of voluntary registration (*registrazione volontaria*).

Stamp Duty

Pursuant to Article 13 of the tariff attached to Presidential Decree No. 642 of 26 October 1972 (**Decree No. 642**), as subsequently amended, a proportional stamp duty applies on an annual basis to any periodic reporting communications which may be sent by a financial intermediary to a Noteholder in respect of any Notes which may be deposited with such financial intermediary. The stamp duty applies at a rate of 0.20 per cent.; 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. The stamp duty cannot exceed Euro 14,000.00 if the Noteholder is not an individual.

The statement is deemed to be sent at least once a year, even for instruments for which is not mandatory nor the deposit nor the release nor the drafting of the statement. In case of reporting periods less than 12 months, the stamp duty is payable on a pro-rata basis.

Based on the wording of the law and the implementing decree issued by the Italian Ministry of Economy and Finance on 24 May 2012, the stamp duty applies to any investor who is a client - regardless of the fiscal residence of the investor – (as defined in the regulations issued by the Bank of Italy as amended from time to time) of an entity that exercises in any form a banking, financial or insurance activity within the Italian territory.

Wealth Tax on securities deposited abroad

According to Article 19 of Decree No. 201 of 6 December 2011, converted with Law No. 214 of 22 December 2011, as amended and supplemented, Italian resident individuals, non-commercial entities and certain partnerships (società semplici or similar partnerships in accordance with Article 5 of Decree No. 917) holding the Notes outside the Italian territory are required to pay an additional tax at a rate of 0.20 per cent. or 0.40 per cent. in case the Notes are held in territories having a preferential tax regime as listed by Italian Ministerial Decree dated May 4, 1999. The wealth tax cannot exceed Euro 14,000.00 for taxpayers different from individuals. In this case the above mentioned stamp duty provided for by Article 13 of the tariff attached to Decree No. 642 does not apply.

This tax is calculated on the market value of the Notes at the end of the relevant year or – if no market value is available – the nominal value or the redemption value of such financial assets held outside the Italian territory. Taxpayers are entitled to an Italian tax credit equivalent to the amount of wealth taxes paid in the State where the financial assets are held (up to an amount equal to the Italian wealth tax due).

Financial assets held abroad are excluded from the scope of the wealth tax if they are administered by Italian financial intermediaries pursuant to an administration agreement. In this case, the above mentioned stamp duty provided for by Article 13 of the tariff attached to Decree No. 642 does apply.

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 Decree No. 917) resident in Italy for tax purposes, under certain conditions, are required to report for tax monitoring purposes in their yearly income tax the amount of investments (including the Notes) directly or indirectly held abroad. The requirement applies also where the persons above, being not the direct holder of the financial instruments, are the actual owner of the instrument.

Furthermore, the above reporting requirement is not required to comply with respect to: (i) Notes deposited for management with qualified Italian financial intermediaries; (ii) contracts entered into through the intervention of qualified Italian financial intermediaries, upon condition that the items of income derived from the Notes have been subject to tax by the same intermediaries; or (iii) if the foreign investments are only composed by deposits and/or bank accounts and their aggregate value does not exceed a Euro 15,000 threshold throughout the year.

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" 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 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 jurisdiction. 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 it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to the date that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register and Notes 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 (including by reason of a substitution of the Issuer). However, if additional notes (as described under Condition 12 (Further Issues) of the Terms and Conditions of the 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 advisors regarding how these rules may apply to their investment in the Notes. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

The proposed financial transactions tax (FTT)

On 14 February 2013, the European Commission published a proposal (the **Commission's Proposal**) for a Directive for a common FTT to be adopted in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the participating Member States). However, Estonia has since stated that it will not participate.

The Commission's Proposal was very broad scope and could, if introduced, apply to certain dealings in Notes (including secondary market transactions) in certain circumstances. The issuance and subscription of Notes should, however, be exempt.

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.

SUBSCRIPTION AND SALE

The Dealers have, in an amended and restated programme agreement (such amended and restated programme agreement, as modified and/or supplemented and/or restated from time to time, the **Programme Agreement**) dated 8 October 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 of the Notes*". In the Programme Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment and any future update of the Programme and the issue of Notes under the Programme and to indemnify the Dealers against certain liabilities incurred by them in connection therewith.

SELLING RESTRICTIONS

United States

The Notes have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States and may not be offered or sold within the United States or 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 or not subject to, the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Each Dealer has represented and agreed that it will not offer, sell or deliver the Notes (a) as part of its distribution at any time or (b) otherwise until 40 days after the later of the commencement of the offering of the Notes and the closing date thereof (the **Resale Restriction Termination Date**), 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 that it will have sent 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.

In addition, 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.

Each issuance of Exempt Notes which are also Index Linked Notes or Dual Currency Notes shall be subject to such additional U.S. selling restrictions as the Issuer and the relevant Dealer may agree as a term of the issuance and purchase of such Notes, which additional selling restrictions shall be set out in the applicable Pricing Supplement.

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 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 European Economic Area. For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

(i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); or

(ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the **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 Pros**pectus 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 European Economic Area, each Dealer has represented and agreed that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms (or Pricing Supplement, in the case of Exempt Notes) in relation thereto to the public in that Member State except that it may make an offer of such Notes to the public in that Member State:

(a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Regulation;

(b) at any time to fewer than 150, natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(c) at any time in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer or distribution of Notes referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, (i) the expression an "offer of Notes to the public" in relation to any Notes in any Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, (ii) the expression Prospectus Regulation means Regulation (EU) 2017/1129, as amended from time to time.

United Kingdom

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 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 United Kingdom. For the purposes of this provision:

(a) the expression "**retail investor**" means a person who is one (or more) of the following:

(i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**); or

(ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000, as amended (the **FSMA**) and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of UK domestic law by virtue of the EUWA; or

(iii) not a qualified investor as defined in Article 2 of the UK Prospectus Regulation.

(b) the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe 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 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 (or Pricing Supplement, in the case of Exempt Notes) in relation thereto to the public in the United Kingdom except that it may make an offer of such Notes to the public in the United Kingdom:

(a) at any time to any legal entity which is a qualified investor as defined in Article 2 of 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 United Kingdom subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(c) at any time in any other circumstances falling within section 86 of the FSMA,

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, (i) the expression "**an offer of Notes to the public**" in relation to any Notes means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes, (ii) the expression "**UK Prospectus Regulation**" means Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA.

Other regulatory restrictions

Each Dealer has represented and agreed that:

(a) in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;

(b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

(c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the **FIEA**) and each Dealer has represented and agreed 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.

France

Each of the Dealers and the Issuer have represented and agreed that they undertake to comply with applicable French laws and regulations in force regarding the offer, the placement or the sale of the Notes and the distribution in France of this Base Prospectus or any other offering material relating to the Notes.

Republic of Italy

The offering of the Notes has not been registered pursuant to Italian securities legislation and, accordingly, no Notes may be offered, sold or delivered, nor may copies of the Base Prospectus or any other document 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 applicable provision of Legislative Decree No. 58 of 24 February 1998, as amended (the **Financial Services Act**) and/or 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 (i) or (ii) above must:

(a) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the **Italian Consolidated Banking Act**); and

(b) comply with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including, the reporting requirements, where applicable, pursuant to Article 129 of the Italian Consolidated Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

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.

Belgium

Other than in respect of Notes for which "Prohibition of Sales to Belgian Consumers" is specified as "Not Applicable" in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Notes), each Dealer has represented and agreed that an offering of Notes may not be advertised to any individual in Belgium qualifying as a consumer (consument/consommateur) within the meaning of Article I.1 of the Belgian Code of Economic Law (wetboek van economisch recht/code de droit économique), as amended from time to time (a **Belgian Consumer**) and that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer or deliver, the Notes, and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Notes, directly or indirectly, to any Belgian Consumer.

General

Each Dealer has agreed that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any of the other Dealers shall have any responsibility therefor.

None of the Issuer and the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

GENERAL INFORMATION

Authorisation

The update of the Programme and the issue of Notes have been duly authorised by the resolution of the Board of Directors of the Issuer dated 24 September 2025.

Approval, Listing and Admission to Trading of Notes

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. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU). The 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 (including stock exchanges in the Republic of Italy and/or in other Member States within the European Economic Area, each as sole listing venue or in addition to any other listing venue for the Notes) as may be agreed between the Issuer and the relevant Dealer.

Documents Available

For at least 10 years after their publication, copies of the following documents will be available for inspection from https://www.bancamediolanum.it/corporate/investors/fixed-income:

(a) the constitutional documents (with an English translation thereof) of Banca Mediolanum;

(b) a copy of this Base Prospectus;

(c) the English translation of the audited consolidated financial statements for the financial year ended on 31 December 2024 of the Issuer, including the English translation of the consolidated sustainability statement in respect of the year ended on 31 December 2024, and the English translation of the independent auditor's limited assurance report on the consolidated sustainability statement in respect of the year ended on 31 December 2024;

(d) the English translation of the audited consolidated financial statements for the financial year ended on 31 December 2023 of the Issuer;

(e) the English translation of the unaudited condensed consolidated interim financial statements as at and for the six months ended 30 June 2025 of the Issuer;

(f) the Green, Social and Sustainability Bond Framework;

(g) the Second Party Opinion;

(h) any future Base Prospectus, prospectuses, information memoranda, supplements to this Base Prospectus, Final Terms and Pricing Supplements (in the case of Exempt Notes) (save that Pricing Supplements will only be available for inspection by a holder of such Note and such holder must produce evidence satisfactory to the Issuer or the Paying Agent as to its holding of Notes and identity) and any other information incorporated herein or therein by reference.

A copy of this Base Prospectus will remain publicly available in electronic form for at least ten years after its publication on the websites referred to in paragraphs 2 and 6 of Article 21 of the Prospectus Regulation.

In addition, copies of this Base Prospectus, each Final Terms relating to Notes which are admitted to trading on the Luxembourg Stock Exchange's regulated market and each document incorporated by reference are available on the Luxembourg Stock Exchange. Copies of Final Terms in relation to Notes to be listed on the MOT will be published on the website of Borsa Italiana.

Clearing Systems

The Notes have been accepted for clearance by Monte Titoli. The Notes will be in bearer form and held in dematerialised form on behalf of the beneficial owners, until redemption or cancellation thereof, by Monte Titoli, for the account of the relevant Monte Titoli Account Holders (including Euroclear and Clearstream, Luxembourg). The relevant Final Terms shall specify any other clearing system as shall have accepted the relevant Notes for clearance together with any further appropriate information.

The registered office and principal place of business of Monte Titoli S.p.A. is Piazza degli Affari 6, 20123 Milan, Italy.

Conditions for determining price

The price and amount of Notes to be issued under the Programme will be determined by the Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

Yield

In relation to any Tranche of Fixed Rate Notes, an indication of the yield in respect of such Notes will be specified in the form of Final Terms. The yield is calculated at the Issue Date of the Notes on the basis of the relevant Issue Price. The yield indicated will be calculated as the yield to maturity as at the Issue Date of the Notes and will not be an indication of future yield.

Significant or Material Adverse Change

Save as disclosed in the risk factor headed "*Risks related to the impact of global macro-economic factors*" on page 19 of this Base Prospectus, there has been no material adverse change in the prospects of the Issuer since the date of its last published audited financial statements as at 31 December 2024.

There has been no significant change in the financial performance or position of the Group since 30 June 2025.

Litigation

Save as disclosed in this Base Prospectus at pages 159-162 (both included), neither the Issuer nor any other member of the Group is or has been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this document which may have or have in such period had a significant effect on the financial position or profitability of the Issuer or the Group.

Independent auditors

On 9 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 years ended on 31 December 2023 and 31 December 2024.

Dealers transacting with the Issuer

Certain Dealers and/or their affiliates (including parent companies) may have engaged in various general financing and banking transactions with, and provided financial advisory and investment banking services to the Issuer and/or its affiliates and in each main Banca Mediolanum's shareholders in the past and may do so again in the future.

Moreover, part of the proceeds derived from issuances of Notes under the Programme might be used to repay previous loans granted to the Issuer by some of the Dealers and/or their affiliates.

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 bank loans and debt and equity securities (or related derivative securities) and financial instruments 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, of its affiliates or of each main Banca Mediolanum's shareholders.

Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates 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 short 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. For the purposes of this paragraph the term "affiliates" includes also the relevant parent companies of the Dealers.

Rating

Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Base Prospectus.

ISSUER

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Italy

PAYING AGENT

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LISTING AGENT

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