

Negotiable Commercial Paper

(Negotiable European Commercial Paper - NEU CP)¹

Trade name of the notes defined in article D.213-1 of the French monetary and financial code

Not guaranteed programme

INFORMATION MEMORANDUM	
Name of the programme	UniCredit S.p.A., NEU CP Rated (ID Programme 1624)
Name of the issuer	UNICREDIT S.p.A.
Type of programme	NEU CP
Writing language	English
Programme size	20 000 000 000 EUR
Guarantor(s)	Not applicable
Rating(s) of the programme	Rated by Moody's S&P Global Ratings Europe Limited
Arranger(s)	BNP Paribas
Introduction advisor	None
Legal advisor	Clifford Chance Europe LLP
Issuing and paying agent(s) (IPA)	SOCIETE GENERALE
Dealer(s)	UNICREDIT S.p.A. BNP PARIBAS CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK NATIXIS SOCIETE GENERALE
Date of the information memorandum (dd/mm/yyyy)	10/05/2024

Drawn up pursuant to articles L. 213-0-1 to L. 213-4-1 of the French monetary and financial code

A copy of the information memorandum is sent to:

BANQUE DE FRANCE
Direction générale de la stabilité financière et des opérations (DGSO)
Direction de la mise en œuvre de la politique monétaire (DMPM)
S2B-1134 Service des Titres de Créances Négociables (STCN)
39, rue Croix des Petits Champs
75049 PARIS CEDEX 01

Avertissement : cette documentation financière étant rédigée dans une langue usuelle en matière financière autre que le français, l'émetteur invite l'investisseur, le cas échéant, à recourir à une traduction en français de cette documentation.

¹Trade name of the notes defined in article D.213-1 of the French monetary and financial code

The Banque de France invites investors to read the general terms and conditions for the use of information related to negotiable debt securities:

<https://www.banque-france.fr/fr/strategie-monetaire/marches/titres-creances-negociables>

Information marked « Optional » may not be provided by the issuer because French regulations do not require it

EEA MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET – Solely for the purposes of the Issuer's product approval process in respect of the NEU CP, the target market assessment in respect of any of the NEU CP to be issued under this Programme has led to the conclusion that: (i) the target market for the NEU CP is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "EU MiFID II"); and (ii) all channels for distribution of the NEU CP to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the NEU CP (a "distributor") should take into consideration the Issuer's target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the NEU CP (by either adopting or refining the Issuer's target market assessment) and determining appropriate distribution channels. Solely by virtue of appointment as Arranger or Dealer, as applicable, on this Programme, neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of EU MiFID II.

UK MIFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET – Solely for the purposes of Issuer's product approval process in respect of the NEU CP, the target market assessment in respect of the NEU CP to be issued under this Programme has led to the conclusion that: (i) the target market for the NEU CP is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, 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 NEU CP to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the NEU CP (a "distributor") should take into consideration the Issuer'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 NEU CP (by either adopting or refining the Issuer's target market assessment) and determining appropriate distribution channels. Solely by virtue of appointment as Arranger or Dealer, as applicable, on this Programme, neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of UK MiFIR.

EU PRIIPS REGULATION / PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The NEU CP 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 EU MiFID II; (ii) a customer within the meaning of Directive 2016/97/EU on insurance distribution, 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 Article 2 of Regulation (EU) 2017/1129. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended the "EU PRIIPs Regulation") for offering or selling the NEU CP or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the NEU CP or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.

UK PRIIPS REGULATION / PROHIBITION OF SALES TO UK RETAIL INVESTORS – The NEU CP 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 FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA or (iii) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the "UK PRIIPs Regulation") for offering or selling the NEU CP or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the NEU CP or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

1. DESCRIPTION OF THE ISSUANCE PROGRAMME

Articles D. 213-9, 1° and D 213-11 of the French monetary and financial code and Article 6 of the Order of 30 May 2016 and subsequent amendments

1.1	Name of the programme	UniCredit S.p.A., NEU CP Rated (Programme ID 1624)
1.2	Type of programme	NEU CP
1.3	Name of the issuer	UNICREDIT S.p.A.
1.4	Type of issuer	Monetary financial Institution // Credit institution, investment firm and CDC under the conditions set out in art. L 213-3.1 of the French Monetary and Financial Code
1.5	Purpose of the programme	Short term funding programme
1.6	Programme size (maximum outstanding amount)	20 000 000 000 EUR twenty billion EUR or any other currency authorized by applicable laws and regulations in force in France at the time of the issue
1.7	Form of the notes	The program securities are negotiable debt securities, issued in bearer form and are registered in an account with authorized intermediaries in accordance with current French legislation and regulations.
1.8	Yield basis	<p>The remuneration is unrestricted.</p> <p>Benchmark indice(s) :</p> <p>The variable/adjustable rates are indexed to the usual rates of the money markets.</p> <p>Compensation rules(s) :</p> <p>If the Issuer issues NEU CP with remuneration linked to an index, or an index clause, the Issuer shall only issue NEU CP with remuneration linked to usual money market indexes, such as but not restricted to Euribor, €STR, SONIA, SOFR, Term SOFR.</p> <p>Euribor is provided by the European Money Markets Institute (“EMMI”). As at the date of this Information Memorandum, EMMI has been authorised as a regulated benchmark administrator pursuant to Article 34 of Regulation (EU) 2016/1011 (the “EU Benchmark Regulation”) and is included in the European Securities and Markets Authority (“ESMA”)’s register of administrators under Article 36 of the EU Benchmark Regulation. As far as the Issuer is aware, SONIA and €STR do not fall within the scope the Regulation (EU) 2016/1011 as it forms part of UK domestic law by virtue of the EUWA (the “UK BMR”) or of the EU Benchmarks Regulation following Article 2 of the EU Benchmarks Regulation and Article 2 of the UK BMR, such that the administrators of these benchmarks are not currently required to obtain authorisation/registration</p> <p>Certain Benchmarks are subject to ongoing national and international regulatory reforms. Some of these reforms are already effective. 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</p>

material adverse effect on any NEU CP linked to or referencing such a Benchmark, in particular, if the methodology or other terms of that Benchmark are changed in order to comply with the requirements of the Benchmark Regulation.

The remuneration of the NEU CP may be negative depending on the fixed rates or the trend of the money market indexes applicable to the calculation of remuneration. In this case, redemption amounts of the NEU CP may be below par.

NEU CP may be issued at 100% of their nominal amount or at a discount from their nominal amount or with a premium. The Issuer may not issue NEU CP with variable redemption amount.

The Issuer may not issue NEU CP which may be redeemed at an amount below the nominal amount of the relevant NEU CP, provided however that the foregoing restriction shall not apply in the event of an early redemption of zero coupon or discounted NEU CP which may be redeemed at an amount below the stated nominal amount. Therefore, the Issuer may not issue NEU CP with potentially variable principal payments at maturity.

In the case of an issue of NEU CP embedding a possibility of early redemption or repurchase, the conditions of remuneration of such NEU CP will be set at when the said NEU CP will be initially issued and shall not be further modified, including when such repurchase will be exercised.

If at any time prior to or on any interest determination date, the Issuer determines, acting in good faith and in a commercially reasonable manner, that:

(1) an index ceases, is materially changed or is cancelled; or

(2) the relevant authorisation, registration, recognition, endorsement, equivalence, decision or approval in respect of an index (or the administrator or sponsor of the index) as well as an application to obtain it is not obtained or is rejected, suspended or withdrawn;

the Issuer will, as soon as reasonably practicable, acting in good faith and in a commercially reasonable manner, determine or appoint a determination agent who will state a substitute rate or index, being a rate or an index that is most comparable, and will make the relevant adjustment to the NEU CP accordingly.

If this were to occur, the rate of interest on and the trading value of the NEU CP could be adversely affected. If a Benchmark is discontinued, the rate of interest on the affected NEU CP will be changed in a way that may be adverse to holders of NEU CP, without any requirement that the consent of such holders be obtained. The Issuer may also determine that the NEU CP shall be continued without any adjustment.

1.9	Currencies of issue	Euro or any other currency authorized by applicable laws and regulations in force in France at the time of the issue
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1.10	Maturity	The term (maturity date) of the NEU CP shall be determined in accordance with laws and regulations applicable in France, which state that, at the date hereof, the term of the NEU CP shall not be longer than one year (365 days or 366 days in a leap year), from the issue date. The NEU CP may be redeemed before maturity in accordance with the laws and regulations applicable in France.
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		<p>The NEU CP issued under the Programme may also carry one or more embedded option(s) of repurchase before the term (hold by either the Issuer or the holder, or linked to one or several events not related to either the Issuer or the holder).</p> <p>An option of early redemption or repurchase of, NEU CP if any, shall be explicitly specified in the confirmation form of any related issuance of NEU CP.</p> <p>In any case, the overall maturity of any NEU CP embedded with one or several of such clauses, shall always - all options of early redemption or repurchase included – conform to laws and regulations in force in France at the time of the issue.</p>
1.11	Minimum issuance amount	200 000 EUR or any other amount above the stated value (or equivalent amount in the relevant foreign currency)
1.12	Minimum denomination of the notes	By virtue of regulation (Article D 213-11 of the French monetary and financial code), the legal minimum face value of the commercial paper within the framework of this program is 200 000 euros or the equivalent in the currencies selected at the time of issuance
1.13	Status of the notes	<p>Senior Unsecured</p> <p>Information about the status of the notes :</p> <p>The NEU CPs will constitute direct, unsecured and unsubordinated obligations of the Issuer ranking at least pari passu with other present and future direct, unsecured and unsubordinated obligations of the Issuer, except those which may be mandatorily preferred by law.</p>
1.14	Governing law that applies to the programme	Any NEU CP under the Programme will be governed by French law. All potential disputes related to the issuance of the NEU CP shall be governed and construed according to French Law.
1.15	Listing of the notes/Admission to trading on a regulated market	<p>All, or part only, of the NEU CP issued by UniCredit S.p.A. may be admitted to trading on Euronext Paris pursuant to Regulation (EU) 2017/1129 of the European Parliament and the Council dated 14 June 2017, as amended (the "Prospectus Regulation"). You can verify whether an issue of NEU CP is admitted to trading on the website of Euronext Paris at the following address:</p> <p>https://live.euronext.com/fr/products/fixed-income/lis</p>
1.16	Settlement system	Euroclear
1.17	Rating(s) of the programme	<p>Moody's : moodys.com/credit-ratings/UniCredit-SpA-credit-rating-212250/ratings/view-by-debt?debtId=MDY%3A867709136&isSearchFlow=true&isWithdrawnIncluded=true&mdyDebtId=867709136</p> <p>S&P Global Ratings Europe Limited : disclosure.spglobal.com/ratings/en/regulatory/instrument-details/debtType/COMMPAPER/entityId/110053</p> <p>Ratings can be reviewed at any time by the rating agencies. Investors are invited to refer to the websites of the agencies concerned for the current rating</p>
1.18	Guarantor	Not applicable

1.19	Issuing and Paying Agent(s) (IPA) - exhaustive list -	SOCIETE GENERALE
1.20	Arranger	BNP Paribas
1.21	Placement method	<p>Direct placement</p> <p>Dealer(s) :</p> <p>BNP PARIBAS CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK NATIXIS SOCIETE GENERALE</p> <p>The Issuer may subsequently elect to replace any dealer, insure the placement himself, or appoint other dealers; an updated list of such dealers shall be disclosed to investors upon request to the Issuer</p>
1.22	Selling restrictions	<p>General</p> <p>Each of the Dealers, the initial subscribers and further holders undertakes not to take any action which would facilitate the public offering of NEU CP, or the possession or distribution of the Information Memorandum, or any other document relating to the NEU CP, in any country or jurisdiction where the distribution of such documents would be contrary to its laws and regulations, and will only offer or sell the NEU CP in accordance with the laws and regulations in force in these particular countries or jurisdiction.</p> <p>Each of the Dealers, the initial subscribers and further holders undertakes to comply with the laws and regulations in force in the countries where it will purchase, offer or sell the NEU CP or will hold or distribute the Information Memorandum, and will obtain all necessary authorisations and agreements in accordance with the laws and regulations in force in all the countries in which such an offer for sale will be made by it. Neither the Issuer, nor any Dealer, subscriber or holder will bear responsibility for the breach by another Dealer, subscriber or holder of these laws and regulations.</p> <p>France</p> <p>Each Dealer and any initial subscriber has represented and agreed and any further holder of the NEU CP will be deemed to have represented and agreed on the date on which it purchases the NEU CP that it has only offered or sold and will only offer or sell, directly or indirectly, any NEU CP to qualified investors (investisseurs qualifiés) as referred to in Article L. 411-2 of the French Code monétaire et financier and defined in Article 2(e) of the Prospectus Regulation, and it has only distributed, or caused to be distributed in France to such qualified investors, this Information Memorandum, any confirmations or any other offering material relating to the NEU CP.</p> <p>Italy</p> <p>The offering of the NEU CP has not been registered with the Commissione Nazionale per le Società e la Borsa ("CONSOB") pursuant to Italian securities legislation. Each Dealer has represented and agreed that any offer, sale or delivery of the NEU CP or distribution of copies of this Information Memorandum or any other document relating to the NEU CP in the Republic of Italy will be effected in accordance with all Italian securities, tax and exchange control and other applicable laws and regulation.</p>

Accordingly, each of the Dealers has represented and agreed that it will not offer, sell or deliver any NEU CP or distribute copies of the Information Memorandum and any other document relating to the NEU CP in the Republic of Italy except:

(a) to "qualified investors", as referred to in Article 100 of Legislative Decree No. 58 of 24 February 1998, as amended (the "Decree No. 58") and defined in Article 34-ter, paragraph 1, let. b) of CONSOB Regulation No. 11971 of 14 May 1999, as amended ("Regulation No. 11971"); or

(b) in any other circumstances where an express exemption from compliance with the offer restrictions applies, as provided under Decree No. 58 or Regulation No. 11971.

Any such offer, sale or delivery of the NEU CP or distribution of copies of this Information Memorandum or any other document relating to the NEU CP in the Republic of Italy must be:

(i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with Legislative Decree No. 58 of 24 February 1998, CONSOB Regulation No. 20307 of 15 February 2018 and Legislative Decree No. 385 of 1 September 1993 (in each case as amended from time to time) and any other applicable laws and regulations;

(ii) in compliance with Article 129 of Legislative Decree No. 385 of 1 September 1993, as amended, pursuant to which the Bank of Italy may request information on the issue or the offer of securities in the Republic of Italy and the relevant implementing guidelines of the Bank of Italy issued on 25 August 2015 (as amended on 10 August 2016 and 2 November 2020); and

(iii) in compliance with any other applicable law and regulations or requirement imposed by CONSOB or any other Italian authority.

Provisions relating to the secondary market in the Republic of Italy

Investors should also note that, in any subsequent distribution of the NEU CP in the Republic of Italy, Article 100-bis of Decree No. 58 may require compliance with the law relating to public offers of securities. Furthermore, where the NEU CP is placed solely with "qualified investors" and is then systematically resold on the secondary market at any time in the 12 months following such placing, purchasers of NEU CP who are acting outside of the course of their business or profession may in certain circumstances be entitled to declare such purchase void and, in addition, to claim damages from any authorised person at whose premises the NEU CP was purchased, unless an exemption provided for under Decree No. 58 applies.

United Kingdom

Each of the Dealers, the initial subscribers and further holders represents and agrees that:

(i)

(a) in the case of NEU CP with a maturity of less than one year, 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;

(b) it has not offered or sold and will not offer or sell any NEU CP other than to persons whose ordinary business activities involve them in acquiring, holding, managing or disposing of investments (as principal or 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 such NEU CP would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer;

(ii) it has only communicated or caused to be

		<p>communicated and will only communicate or cause to be communicated any 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 NEU CP in circumstances in which section 21(1) of the FSMA does not apply to the Issuer;</p> <p>(iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to such NEU CP in, from or otherwise involving the United Kingdom.</p> <p>United States of America</p> <p>The NEU CP have not been and will not be registered under the 1933 Securities Act (as amended) or any other laws or regulations of any state member of the United States of America, and may not be offered or sold within the United States of America, or to, or for the account or benefit of, U.S. persons (as defined in accordance with Regulation "S" under the 1933 Securities Act as amended).</p> <p>Each of the Dealers, the initial subscribers and further holders represents and agrees that it has not offered, sold, or delivered, and will not offer, sell or deliver, whether directly or indirectly, any NEU CP within the United States of America or to U.S. persons or for the account or benefit of any U.S. person (i) as part of their distribution at any time and (ii) otherwise until the day immediately following 40 days after the later of (y) the day on which such NEU CP are offered and (z) the issue date of such NEU CP.</p> <p>Each of the Dealers, the initial subscribers and further holders also agrees that it will send to each distributor, dealer or person to which it sells NEU CP during the 40-day period (as referred to here above) a notice reporting the selling and offering restrictions of the NEU CP in the United States of America with respect to any sale or offer to US persons or for their account or benefit.</p> <p>The NEU CP shall be offered and sold only outside the United States to persons other than US persons (as defined in accordance with Regulation "S" under the 1933 Securities Act as amended).</p>
1.23	Taxation	<p>Interest, premium and the other proceeds (including the difference between the redemption amount and the issue price) under the NEUCP are subject to the tax regime (imposta sostitutiva delle imposte sui redditi) provided by Italian Legislative Decree No. 239 of 1 April 1996, as amended and supplemented from time to time.</p> <p>The Issuer is not bound to indemnify any holder of the NEU CP in case of taxes which are payable under French law or any other foreign law in respect of the principal of, or the interest on, the NEU CP.</p> <p>Holders of the NEU CP and beneficial interests therein must be resident for tax purposes in a country which the Italian government identifies as allowing for a satisfactory exchange of information with Italy (the "White List States") as listed in the Italian Ministerial Decree dated September 4, 1996, as amended from time to time, or, as from the tax year in which the Ministerial Decree to be issued under Article 11, paragraph 4, let. c) of Legislative Decree No. 239 of April 1, 1996 is effective, in a country therein included.</p>
1.24	Involvement of national authorities	Banque de France
1.25	Contact(s)	<p>Email: UISHOTERFUNINTRA@srv.unicredit.eu michele.montani2@unicredit.eu federico.romano@unicredit.eu Telephone: +39 0288620635; +390288620569</p>
1.26	Additional information on the programme	Optional

1.27	Language of the information memorandum which prevails	English
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2 DESCRIPTION OF THE ISSUER

Article D. 213-9, 2° of the French monetary and financial code and Article 7 of the Order of 30 May 2016 and subsequent amendments

2.1	Legal name	UNICREDIT S.p.A.
2.2	Legal form/status, governing law of the issuer and competent courts	<p>Legal form/status :</p> <p>Joint stock company under Italian law</p> <p>Governing law of the issuer :</p> <p>Monetary financial Institution // Credit institution, investment firm and CDC under the conditions set out in art. L 213-3.1 of the French Monetary and Financial Code</p> <p>Competent courts :</p> <p>Italy</p>
2.3	Date of incorporation	28/04/1870
2.4	Registered office or equivalent (legal address) and main administrative office	<p>Registered office :</p> <p>UniCredit SpA Piazza Gae Aulenti, 3 – Tower A– 20154 Milan</p> <p>ITALY</p> <p>Main administrative office :</p> <p>Unicredit SpA Piazza Gae Aulenti, 3 - Tower A 20154 Milan</p> <p>ITALY</p>
2.5	Registration number, place of registration and LEI	<p>Registration number : UniCredit S.p.A. is registered with the Company Register of Milano-Monza-Brianza-Lodi under registration number: 00348170101</p> <p>LEI : 549300TRUWO2CD2G5692</p>
2.6	Issuer's mission summary	<p>The purpose of the Issuer (section II, clause 4 of its Article of Association) is to engage in deposit-taking and lending in its various forms, in Italy and abroad, operating wherever in accordance with prevailing provisions and practices. It may execute, while complying with prevailing legal requirements, all permitted transactions and services of a banking and financial nature. In order to achieve its corporate purpose as efficiently as possible, the Issuer may engage in any activity that is instrumental or in any case related to the above.</p> <p>The Issuer, in compliance with current legal provisions, may issue bonds and acquire shareholdings in Italy and abroad.</p> <p>The Issuer, in its role of parent to the Banking Group UniCredit, pursuant to the provisions of Clause 61 of Legislative Decree no. 385 dated September 1, 1993, issues – in undertaking its management and co-ordination activities – instructions to other members of the Group to ensure the compliance with the supervisory regulations, including the implementation of the general and specific measures issued by the Bank of Italy in the interest of the Group's stability.</p> <p>The current Articles of Association were registered with the Company Register of Milan□Monza□Brianza□Lodi on 16 April</p>

		2024
2.7	Brief description of current activities	<p>UniCredit is a pan-European Commercial Bank with a unique service offering in Italy, Germany, Central and Eastern Europe.</p> <p>UniCredit's purpose is to empower communities to progress, delivering the high-quality services for all stakeholders, unlocking the potential of its clients and its people across Europe. UniCredit serves over 15 million customers worldwide. UniCredit is organized in five geographical areas (Business Divisions) and three product factories, Corporate, Individual and Group Payments Solutions.</p> <p>As of the date of this Information Memorandum, the Group geographic areas are Italy as a standalone geography reflecting the critical importance of the country; Germany still focused on developing and growing business in the country; Central Europe (including Austria, Czech Republic and Slovakia, Hungary, Slovenia); Eastern Europe (including Bosnia and Herzegovina, Bulgaria, Croatia, Romania, Serbia); Russia (starting from the first quarter of 2022, the Group's organizational structure has been updated by isolating activities in Russia(1)).</p> <p>This organization ensures Country and local Banks autonomy on specific activities granting proximity to the customers (for all client segment, Retail and Corporate) and efficient decisional processes. All standalone geographies of the Group have dedicated support functions such as: People and Culture, Finance, Digital & Information Office, and Operations. In addition, Compliance, Legal and Risk have established specific regional departments.</p> <p>Alongside Business Divisions there is Group Corporate Centre with the objective to lead, control and support the management of the assets and related risks of the Group as a whole and of the single Group companies in their respective areas of competence; it also includes the Group's Legal Entities that are going to be dismissed.</p> <p>1 Includes the local bank and legal entities, plus the cross-border exposure booked in UniCredit S.p.A.</p> <p>For further information on UniCredit's activities, see from page 566 to page 569 of the UniCredit 2023 Annual Report.</p> <p>UniCredit 2023 Annual Report: https://www.unicreditgroup.eu/content/dam/unicreditgroup-eu/documents/en/investors/financial-reports/2023/4Q23/2023-Annual-Reports-and-Accounts.pdf</p>
2.8	Capital	<p>21 367 680 521,48 EUR</p> <p>Decomposition of the capital : 1.681.835.671 ordinary shares with no nominal value as at 12 April 2024</p>
2.8.1	Amount of capital subscribed and fully paid	21 367 680 521,48 EUR
2.8.2	Amount of capital subscribed and not fully paid	0 EUR
2.9	List of main shareholders	<p>References to the relevant pages of the annual report or reference document :</p> <p>Further information on shareholders can be found on pages 198 and 695 of UniCredit 2023 Annual Report.</p>

		<p>the Table below shows the information notified by the shareholders pursuant to art. 120 TUF following the update disclosed on the Consob website on 3 April 2023. The percentages here indicated are calculated on the number of shares representing the share capital as at 31 December 2023, which takes into account the cancellation of treasury shares carried out on 12 September 2023. Further Information on UniCredit's Main Shareholders: https://www.unicreditgroup.eu/en/governance/shareholders/shareholders-structure.htm</p> <p>Shareholders :</p> <p>BlackRock Group (non-discretionary asset management) (6.83 %)</p>
<p>2.10</p>	<p>Regulated markets on which the shares or debt securities of the issuer are listed</p>	<p>Regulated markets on which the shares are listed :</p> <p>The Issuer's equity securities are traded on the Milan, Frankfurt and Warsaw regulated markets, respectively on the Borsa Italiana S.p.A (Euronext Milan), on the Frankfurt Stock Exchange, segment General Standard, and on the Warsaw Stock Exchange.</p> <p>Regulated markets on which the debt securities are listed :</p> <p>Other debt securities of UniCredit S.p.A. are traded on Italian and Luxembourg regulated markets.</p> <p>Longest-Last Maturity Date for debt securities listed on the Regulated Market :</p> <p>22/02/2039</p>
<p>2.11</p>	<p>Composition of governing bodies and supervisory bodies</p>	<p>Pietro Carlo Padoan, Chair</p> <p>Elena Carletti, Deputy Vice Chair</p> <p>Andrea Orcel, Chief Executive Officer</p> <p>Paola Bergamaschi, Director</p> <p>Paola Camagni, Director and member of the Audit Committee</p> <p>Vincenzo Cariello, Director</p> <p>Marcus Johannes Chromik, Director</p> <p>António Domingues, Director</p> <p>Julie Birgitte Galbo, Director and member of the Audit Committee</p> <p>Jeffrey Alan Hedberg, Director</p> <p>Beatriz Lara Bartolomé, Director</p> <p>Maria Pierdicchi, Director</p> <p>Marco Rigotti, Director and member of the Audit Committee</p>

		Francesca Tondi, Director Gabriele Villa, Director and member of the Audit Committee
2.12	Accounting method for consolidated accounts (or failing that, for the annual accounts)	Accounting method for consolidated accounts : IFRS
2.13	Accounting year	Starting on 01/01 ending on 31/12
2.13.1	Date of the last general annual meeting of shareholders (or equivalent thereof) which has ruled on the last financial year accounts	12/04/2024
2.14	Fiscal year	Starting on 01/01 ending on 31/12
2.15	Auditors of the issuer, who have audited the issuer's annual accounts	
2.15.1	Auditors	Holder(s) : KPMG S.p.A Via Vittor Pisani, 25 20124 Milano
2.15.2	Auditors report on the accuracy of the accounting and financial information	Pages 539-545 of the UniCredit 2022 Annual Report (Consolidated Report) Pages 887-893 of the UniCredit 2022 Annual Report (Unconsolidated Report) Pages 577 - 583 of the UniCredit 2023 Annual Report (Consolidated Report) Pages 919-925 of the UniCredit 2023 Annual Report (Unconsolidated Report)
2.16	Other equivalent programmes of the issuer	UniCredit acts as issuer for the following programs: EMTN Programme (EUR 60,000,000,000) The programme forms an integral part of the UniCredit Group's funding strategy. It is flexible, in that issuance is in all major currencies and notes issued under the programme have a minimum denomination of €1,000. The notes are issued by UniCredit S.p.A. The EMTN programme was last updated on 10 May 2023. US Global Medium Term Note Programme (GMTN) On March 30, 2017, UniCredit S.p.A. established a U.S.\$30 billion Global Medium Term Note Programme. The GMTN was last updated on 1 June 2022. Euro Commercial Paper / Cambiali Finanziarie Programme On 9 December 2021 UniCredit established a Euro 15 billion Euro Commercial Paper / Cambiali Finanziarie Programme For more information, please refer to debt section of UniCredit Group website: Funding programmes and prospectuses - UniCredit (unicreditgroup.eu)
2.17	Rating of the issuer	Moody's : moodys.com/credit-ratings/UniCredit-SpA-credit-rating-212250/ S&P Global Ratings Europe Limited : disclosure.spglobal.com/ratings/en/regulatory/org-details/sectorCode/FI/entityId/110053

2.18	Additional information on the issuer	In Item 2.11: the information on the composition of governing bodies and supervisory bodies is provided as at the date of this Information Memorandum. page dedicated to press releases of UniCredit S.p.A: https://www.unicreditgroup.eu/en/press-media/press-releases.htm
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3. CERTIFICATION OF INFORMATION

Articles D. 213-5 et D. 213-9, 4° of the French monetary and financial code and subsequent amendments

Certification of information of the issuer UNICREDIT S.p.A.

3.1	Person(s) responsible for the information memorandum concerning the programme of UniCredit S.p.A., NEU CP Rated for the issuer	Mr Michele Montani, Head of Group Treasury, UNICREDIT S.p.A. Mr Federico Maria Romanò, Head of Liquidity and Short Term Interest management , UNICREDIT S.p.A.
3.2	Declaration of the person(s) responsible for the information memorandum concerning the programme of UniCredit S.p.A., NEU CP Rated for the issuer	To the best of my knowledge, the information provided by the issuer in the financial documentation, including the French summary (if relevant) is accurate, precise and does not contain any omissions likely to affect its scope or any false or misleading information
3.3	Date (DD/MM/YYYY), place of signature, signature	10/05/2024

4. INFORMATION CONCERNING THE ISSUER'S REQUEST OF THE STEP LABEL

An application for a STEP label for this Programme will be made to the STEP Secretariat in relation to the Notes eligible under the STEP Market Convention. Information as to whether the STEP label has been granted for this Programme in relation to such Notes may be made available on the STEP market website (initially www.stepmarket.org). This website is not sponsored by the Issuer and the Issuer is not responsible for its content or availability. Unless otherwise specified in this Information Memorandum, the expressions "STEP", "STEP Market Convention", "STEP label", "STEP Secretariat", and "STEP market website" shall have the meaning assigned to them in the Market Convention on Short-Term European Paper dated 19 May 2015 and adopted by the European Money Markets Institute and Euribor-ACI (as amended from time to time).

APPENDICES

Further to articles D.213-9 of the French monetary and financial code and L.232-23 of the French commercial code, financial information mentioned in Article D213-9 of the French monetary and financial code should be made available to any person upon request

Appendice 1	Documents available to the shareholders annual general meeting or the equivalent²	<u>Annual general meeting 2024</u> Annual report for the financial year ended 31/12/2023 <u>Annual general meeting 2023</u> Annual report for the financial year ended 31/12/2022
Appendice 2	Annual report Year 2024	https://www.unicreditgroup.eu/content/dam/unicreditgroup-eu/documents/en/investors/financial-reports/2023/4Q23/2023-Annual-Reports-and-Accounts.pdf
Appendice 3	Annual report Year 2023	https://www.unicreditgroup.eu/content/dam/unicreditgroup-eu/documents/en/investors/financial-reports/2022/4Q22/2022-Annual-Reports-and-Accounts.pdf