

Negotiable Commercial Paper (Negotiable European Commercial Paper - NEU CP)¹

Guaranteed programme

Information Memorandum (IM)	
Name of the programme	UniCredit Bank Ireland p.l.c., NEU CP
Name of the issuer	UniCredit Bank Ireland p.l.c.
Type of programme	NEU CP
Programme size	EUR 10,000,000,000.00
Guarantor	UniCredit S.p.A.
Rating(s) of the programme	Rated. Moody's Investors Service Ltd. S&P Global Ratings
Arranger	UniCredit S.p.A.
Introduction advisor	None
Legal advisor	Hogan Lovells (Paris) LLP
Issuing and paying agent (IPA)	Société Générale
Dealers	UniCredit Bank Ireland p.l.c. (direct placement) UniCredit S.p.A. UniCredit Bank AG
Date of the information memorandum	03/06/2020
Update by amendment (if appropriate)	None

Drawn up pursuant to articles L 213-1 A 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)
21-1134 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.

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/en/monetary-policy/market-financing/commercial-paper-and-medium-term-note-market-neu-cp-neu-mtn>

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

MIFID II product governance / Professional investors and Eligible Counterparties only target market – Solely for the purposes of the Issuer's and the Guarantor'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, "**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 and the Guarantor 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 Delegated Directive 2017/593.

PRIPs Regulation / Prospectus Regulation / PROHIBITION OF SALES TO EEA AND 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 European Economic Area ("**EEA**") or 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 (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive 2016/97/EU (as amended or superseded, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended the "**PRIPs Regulation**") for offering or selling the NEU CP or otherwise making them available to retail investors in the EEA or the UK has been prepared and therefore offering or selling the NEU CP or otherwise making them available to any retail investor in the EEA or the UK may be unlawful under the PRIPs Regulation.

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ENGLISH SECTION

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 Bank Ireland p.l.c., NEU CP (the " Programme ")
1.2	Type of programme	NEU CP (the " NEU CP ")
1.3	Name of the issuer	UniCredit Bank Ireland p.l.c. (the " Issuer ")
1.4	Type of issuer	Monetary financial institution in accordance with Article L. 213-3 of the French monetary and financial code.
1.5	Purpose of the programme	Short term funding programme.
1.6	Programme size (maximum outstanding amount) in Euro	EUR 10,000,000,000.00 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	Negotiable debt instruments, issued in dematerialised bearer form and recorded in the books of authorised intermediaries (book entry system) in accordance with French laws and regulations. No global or definitive note or other materialised instrument will be issued or printed.
1.8	Yield basis	<p>The remuneration of the NEU CP is unrestricted.</p> <p>However, 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, Libor, EONIA or €STR (or any replacement rate, if relevant) (a "Benchmark").</p> <p>As at the date hereof, the administrators of LIBOR and EURIBOR are included in the European Securities Markets Authority's register of administrators under Article 36 of the Benchmark Regulation. As far as the Issuer is aware, €STR does not fall within the scope of the Regulation (EU) 2016/1011 (the "Benchmark Regulation") by virtue of Article 2 of that regulation, such that the administrators of this benchmark are not currently required to obtain authorisation/registration.</p> <p>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.</p> <p>The Issuer may not issue NEU CP with variable redemption amount.</p> <p>In the case of an issue of NEU CP embedding an option of early redemption, extension or repurchase, as mentioned in paragraph 1.10 below, the conditions of remuneration of such NEU CP will be set out when such NEU CP will be initially issued and shall not be further modified, and will set out when such an embedded option of early redemption, extension or repurchase will be exercised.</p> <p>The Issuer may not issue NEU CP which may be redeemed at an</p>

		<p>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.</p> <p><u>Benchmark Regulation</u> 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:</p> <p>(1) a Benchmark ceases, is materially changed or is cancelled; or (2) the relevant authorisation, registration, recognition, endorsement, equivalence, decision or approval in respect of a Benchmark (or the administrator or sponsor of the Benchmark) 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 - determine or appoint a determination agent who will state a substitute rate or Benchmark, being a rate or a Benchmark that is most comparable, and will make the relevant adjustment to the short term paper accordingly.</p>
1.9	Currencies of issue	The NEU CP shall be issued in Euro or in any other currency authorized by applicable laws and regulations in force in France at the time of the issue pursuant to the Article D. 213-6 of the French monetary and financial code.
1.10	Maturity	<p>The term (maturity date) of the NEU CP shall be determined in accordance with laws and regulations applicable in France, which imply that, at the date hereof, the term of the commercial paper shall not be longer than one year (365 days or 366 days in a leap year), from the issue date.</p> <p>The NEU CP may be redeemed before maturity in accordance with the laws and regulations applicable in France.</p> <p>The NEU CP issued under the Programme may carry one or more embedded option(s) of extension of the term (held by either the Issuer or the holder, or linked to one or several events not related to either the Issuer or the holder), provided that no extension shall extend the final maturity beyond 365 days (or 366 days in a leap year).</p> <p>The NEU CP issued under the Programme may also carry one or more embedded option(s) of repurchase before the term (held 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, extension 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, extension or repurchase included – conform to laws and regulations in force in France at the time of the issue.</p>
1.11	Minimum issuance amount	The minimum issuance amount at the time of each issue, will be at least equal to EUR 200,000 (or its equivalent in any other currency).
1.12	Minimum	EUR 200,000.

	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 Programme is EUR 200,000 or the equivalent in the currencies selected at the time of issuance.
1.13	Status of the notes	The NEU CP shall constitute direct, unsecured and unsubordinated obligations of the Issuer, ranking at least pari passu with all other current and future direct, unsecured, unguaranteed and unsubordinated indebtedness of the Issuer, save for such obligations that may be mandatorily preferred by law.
1.14	Governing law that applies to the programme	French law.
1.15	Listing of the notes/Admission to trading on a regulated market	All, or part only, of the NEU CP issued by the Issuer, may be admitted to trading on Euronext Paris. You can verify whether an issue of NEU CP is admitted to trading on the website of Euronext Paris at the following address: https://www.euronext.com/fr
1.16	Settlement system	Euroclear France.
1.17	Rating(s) of the programme	Rated. Ratings have been assigned by the rating agencies referred to below (the " Rating Agencies "): <p>Moody's Investors Service Ltd.</p> <p>S&P Global Ratings, acting through Standard & Poor's Credit Market Services Europe Limited</p> <p>Moody's Investors Service Ltd.</p> <p>The rating assigned by Moody's Investors Service Ltd. to the Programme can be checked out at the following internet address: https://www.moody.com/credit-ratings/UniCredit-Bank-Ireland-plc-credit-rating-600057567?emsk=2&isMaturityNotDebt=0&isWithDrawnIncluded=0&emvalue=unicredit%20bank%20ireland</p> <p>S&P Global Ratings, acting through Standard & Poor's Credit Market Services Europe Limited:</p> <p>The rating assigned by S&P Global Ratings, acting through Standard & Poor's Credit Market Services Europe Limited to the Programme can be checked out at the following internet address: https://www.standardandpoors.com/en_US/web/guest/ratings/details/-/instrument-details/debtType/COMMPAPER/entityId/369053</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. For the avoidance of doubt, the Issuer shall not be responsible for the information appearing on the website of the Rating</p>

		Agencies.
1.18	Guarantor	<p>The NEU CP are unconditionally guaranteed by UniCredit S.p.A., by way of first demand guarantee.</p> <p>A copy of the guarantee is annexed hereto in Annex I of the present document. This guarantee complies with Article D.213-5 of the French Monetary and Financial Code.</p>
1.19	Issuing and Paying Agent(s) (IPA) - exhaustive list -	<p>Société Générale</p> <p>The Issuer may decide to replace the initial Issuing and Paying Agent and appoint another Issuing and Paying Agent and will, following such appointment, update the Information Memorandum in accordance with French laws and regulations.</p>
1.20	Arranger	UniCredit S.p.A.
1.21	Placement method	<p>The NEU CP will be placed directly by the Issuer or through dealers (each a "Dealer") appointed at any time by the Issuer.</p> <p>On the date of the present Information Memorandum, the Issuer has appointed the following Dealers: UniCredit S.p.A. UniCredit Bank AG</p> <p>The Issuer may subsequently elect to replace any dealer, proceed to direct placement, 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 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.</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 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 (i) to comply with applicable laws and regulations in force regarding the offer, the placement or the re-sale of the NEU CP or the distribution of documents with respect thereto, in France and in particular (ii) that it has not offered</p>

		<p>or sold and will not offer or sell, directly or indirectly, any NEU CP to the public in France other than to qualified investors (<i>investisseurs qualifiés</i>) as defined in Article L.411-2 1° of the French Monetary and Financial Code (<i>Code monétaire et financier</i>) and in Article 2(e) of the Prospectus Regulation provided that such investors are acting for their own account, in accordance with Articles L.411-2 1° and D.411-4 of the French Monetary and Financial Code (<i>Code monétaire et financier</i>) and it has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France this Information Memorandum or any other document relating to the NEU CP, other than to qualified investors (<i>investisseurs qualifiés</i>) as described above.</p> <p>Ireland</p> <p>Each of the Dealers has represented and agreed (and each further Dealer appointed under the Programme will be required to further represent and agree) that:</p> <ul style="list-style-type: none"> (a) it has only issued or passed on, and will only issue and pass on, in Ireland or elsewhere, any document received by it in connection with the issue of the NEU CP to persons who are persons to whom the document may otherwise lawfully be issued or passed on; (b) it has complied with and will comply with any applicable provisions of the Irish Companies Act 2014 (as amended); (c) it will not underwrite the issue of, or place, the NEU CP otherwise than in conformity with the provisions of the Irish European Union (Markets in Financial Instruments) Regulations 2017 (S.I. No. 375 of 2017) or any codes of conduct or practice issued in connection therewith, and the provisions of the Investor Compensation Act 1998; (d) it will not underwrite the issue of, or place, the NEU CP, otherwise than in conformity with the provisions of the Irish Central Banks Acts 1942 to 2017 and any codes of conduct, regulation or rules made under Section 117(1) of the Central Bank Act 1989 or made pursuant to part 8 of the Central Bank (Supervision and Enforcement) Act 2013; (e) it will not underwrite the issue of, place, or otherwise act in Ireland in respect of the NEU CP otherwise than in conformity with the provisions of the Market Abuse Regulation (EU 596/2014) (as amended), the European Union (Market Abuse) Regulations 2016 (as amended) and any rules issued under Section 1370 of the Irish Companies Act 2014 by the Central Bank of Ireland; and (f) in connection with offers for sale of any NEU CP that is not listed on any stock exchange, it will not offer, sell or deliver any such NEU CP to any person in a denomination of less than €500,000 if the relevant NEU CP is denominated in euro, U.S.\$500,000 if denominated in U.S. Dollars, or if denominated in a currency other than euro or U.S. Dollars, the equivalent of €500,000 at the date the Programme is first publicised. In addition, such NEU CPs must be cleared through a recognised clearing system (as recognised by the Irish Revenue Commissioners).
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		<p>Italy</p> <p>The offering of the NEU CP has not been registered with the <i>Commissione Nazionale per le Società e la Borsa</i> ("CONSOB") pursuant to Italian securities legislation and, accordingly, each Dealer has represented and agreed that, save as set out below, it has not offered or sold, and will not offer or sell, any NEU CP in the Republic of Italy in an offer to the public and that sales of the NEU CP in the Republic of Italy shall be effected in accordance with all Italian securities, tax and exchange control and other applicable laws and regulation.</p> <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:</p> <ul style="list-style-type: none"> (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. <p>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:</p> <ul style="list-style-type: none"> (i) made by investment firms, banks or financial intermediaries permitted to conduct such activities in the Republic of Italy in accordance with Legislative Decree No. 385 of 1 September 1993 as amended, Decree No. 58, CONSOB Regulation No. 20307 of 15 February 2018 as amended 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 (iii) in compliance with any other applicable notification requirement or limitation which may be imposed by CONSOB or the Bank of Italy. <p><i>Provisions relating to the secondary market in the Republic of Italy</i></p> <p>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</p>
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		<p>premises the NEU CP was purchased, unless an exemption provided for under Decree No. 58 applies.</p> <p>United Kingdom</p> <p>Each of the Dealers, the initial subscribers and further holders represents and agrees that:</p> <p>(a)</p> <p>(i) 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;</p> <p>(ii) 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;</p> <p>(b) it has only communicated or caused to be 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>(c) 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</p>
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		<p>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	The Issuer is not bound to indemnify any holder of the NEU CP in case of taxes which are payable under French law, Irish law or any other foreign law in respect of the principal of, or the interest on, the NEU CP, except for any stamp or registration taxes payable by the Issuer under French law.
1.24	Involvement of national authorities	Banque de France.
1.25	Contact(s)	<p>Information about the Issuer can be obtained from:</p> <p>Email: Treasury@UniCredit.ie</p> <p>Telephone: +3531 6750713</p> <p>Postal address: La Touche House, I.F.S.C., Dublin 1, D01 R5P3, Ireland.</p>
1.26	Additional information on the programme	Optional*
1.27	Language of the information memorandum which prevails	The French section of this Information Memorandum is provided for information purposes only. The English version is the binding version.

*Optional: information that the issuer may not provide because it is not required by French regulation.

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.A.1	Legal name	UniCredit Bank Ireland p.l.c. (the " Issuer ")
2.A.2	Legal form/status, governing law of the issuer and competent courts	UniCredit Bank Ireland p.l.c is a public limited company and is governed by the laws of Ireland. Relevant Irish courts are competent courts.
2.A.3	Date of incorporation	The Issuer was incorporated in Ireland on 7 November 1995 under the Irish Companies Act 1963 (as amended). The Issuer changed its name from Credito Italiano (Ireland) Limited to Credito Italiano Bank (Ireland) Limited on 19 December 1997 and received a banking licence from the Central Bank of Ireland on 24 December 1997 pursuant to section 9 of the Irish Central Bank Act 1971 (as amended). Registration as a public limited company was completed on 2 April 1998. The Issuer changed its name to UniCredito Italiano Bank (Ireland) p.l.c. on 1 November 1999 and to UniCredit Bank Ireland p.l.c. on 12 December 2007.
2.A.4	Registered office or equivalent (legal address) and main administrative office	Registered office: La Touche House, International Financial Services Centre, Dublin 1, Ireland.
2.A.5	Registration number, place of registration and LEI	UniCredit Bank Ireland p.l.c. is registered under the Irish Companies Act 2014 with the Registrar of Companies in Dublin under registration number 240551. The Issuer's LEI (Legal Entity Identifier) is JLCUYA7LL5CX6EWZL14.
2.A.6	Issuer's mission summary	The Issuer is an autonomous operating unit within the wider Banking Group UniCredit and as a fully owned subsidiary of UniCredit S.p.A. is subject to the coordination and support of the parent entity. The purpose of the Issuer, as set out in Article 3 of its Articles of Association, is to carry on the business of banking.
2.A.7	Brief description of current activities	The Issuer is engaged in the business of banking and provision of financial services. Its main business areas include credit and structured finance (including investing in loans, bonds, securitisation and other forms of asset financing), treasury activities (money market, repurchase agreements or "repos", Euro Over Night Index Average (EONIA) and other interest rate swaps, foreign exchange and futures) and the issue of certificates of deposit and structured notes. The Issuer focuses on the business of credit and structured finance, treasury activities and the issue of certificates of deposit and commercial paper primarily in Europe. A full description of the Issuer's principal activities, organisational structure and strategy can be found on pages 3 to 11 (included) of UniCredit Ireland's Annual Report 2019 (please refer to Annex III).

2.A.8	Capital	The authorised share capital of the Issuer is EUR 1,343,118,650.														
2.A.8.1	Amount of capital subscribed and fully paid	The authorised share capital of the Issuer is EUR 1,343,118,650. There has been no change in the authorised share capital of the Issuer since 31 December 2019.														
2.A.8.2	Amount of capital subscribed and not fully paid	Not Applicable.														
2.A.9	List of main shareholders	UniCredit S.p.A. holds 100% of the Issuer' share capital.														
2.A.10	Regulated markets on which the shares or debt securities of the issuer are listed	Shares: Not applicable. Debt Securities: The Luxembourg Stock Exchange https://www.bourse.lu/home														
2.A.11	Composition of governing bodies	As at the date hereof, the Board of Directors is composed of the following individuals: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Aidan Williams</td> <td>Chairman</td> </tr> <tr> <td>Guy Laffineur</td> <td>Deputy Chairman</td> </tr> <tr> <td>Massimiliano Sinagra</td> <td>Managing Director</td> </tr> <tr> <td>Lynda Carroll</td> <td>Director</td> </tr> <tr> <td>Attilio Napoli</td> <td>Director</td> </tr> <tr> <td>Andrea Marchetti</td> <td>Director</td> </tr> <tr> <td>Tara Doyle</td> <td>Director</td> </tr> </table>	Aidan Williams	Chairman	Guy Laffineur	Deputy Chairman	Massimiliano Sinagra	Managing Director	Lynda Carroll	Director	Attilio Napoli	Director	Andrea Marchetti	Director	Tara Doyle	Director
Aidan Williams	Chairman															
Guy Laffineur	Deputy Chairman															
Massimiliano Sinagra	Managing Director															
Lynda Carroll	Director															
Attilio Napoli	Director															
Andrea Marchetti	Director															
Tara Doyle	Director															
2.A.12	Accounting method for consolidated accounts (or failing that, for the annual accounts)	The annual financial statements of the Issuer are drawn up in accordance with generally accepted auditing standards in Ireland. Under EU Regulation 1606 issued on 19 July 2002, the UniCredit Group is required to prepare its consolidated accounts in accordance with the IFRS issued by the IASB. For further information about the transition to IFRS please refer to pages 35-39 of the link below: https://unicreditbank.ie/sites/default/files/2020-02/Dec_2019_Annual%20Report.pdf														
2.A.13	Accounting year	Starting on 01/01, ending on 31/12.														
2.A.13.1	Date of the last general annual meeting of shareholders (or equivalent thereof) which has ruled on the last financial year accounts	03/02/2020														
2.A.14	Fiscal year	Starting on 01/01, ending on 31/12.														
2.A.15	Auditors of the issuer, who have audited the issuer's															

	annual accounts	
2.A.15.1	Auditors	Deloitte Hardwicke House Hatch Street Dublin 2 Ireland
2.A.15.2	Auditors report on the accuracy of the accounting and financial information	Pages 14-18 of UniCredit Ireland's Annual Report 2019 https://unicreditbank.ie/sites/default/files/2020-02/Dec_2019_Annual%20Report.pdf Pages 14-18 of UniCredit Ireland's Annual Report 2018 https://unicreditbank.ie/sites/default/files/2020-02/Annual_Report_2018.pdf
2.A.16	Other equivalent programmes of the Issuer	Certificate of Deposit (CD) Issued CD Programme last updated on 22 August 2005, which allows UniCredit Bank Ireland p.l.c to issue London Certificates of Deposit to Irish and international institutional investors for minimum denominations of €500,000. Euro Commercial Paper Programme A Guaranteed Euro Commercial Paper Programme with UniCredit Bank Ireland p.l.c. as issuer under which the maximum amount that may be outstanding is EUR 15 billion. The Programme was last updated on 10 October 2017. Puttable Notes Programme (EUR 10,000,000,000) UniCredit S.p.A. and UniCredit Bank Ireland p.l.c. signed a new Puttable Notes Programme on 27th November 2018 (updated on 18 th July 2019), under which notes may be issued from time to time, denominated in any major currency. These notes feature an investor put where the investor is able to redeem the notes at par after giving a certain amount of notice. For more information, please refer to debt section of UniCredit Group website: https://unicreditbank.ie/funding-and-ratings
2.A.17	Rating of the issuer	not rated.
2.A.18	Additional information on the issuer	Optional*

*Optional: information that the issuer may not provide because it is not required by French regulation.

2. DESCRIPTION OF THE GUARANTOR		
2.B.1	Legal name	UniCredit S.p.A. (the " Guarantor ")
2.B.2	Legal form/status, governing law of the guarantor and competent courts	<p>The Guarantor is a <i>Società per Azioni</i> (an Italian joint stock company) incorporated under the laws of the Republic of Italy.</p> <p>The governing law applicable to the Guarantor is the Italian law and the competent court is Milan.</p>
2.B.3	Date of incorporation	UniCredit S.p.A. established in Genoa by way of a private deed dated 28 April 1870 with a duration until 31 December 2100.
2.B.4	Registered office or equivalent (legal address) and main administrative office	<p>Registered office: Piazza Gae Aulenti, 3 – Tower A – 20154 Milan, Italy</p> <p>Head Office: Piazza Gae Aulenti, 3 – Tower A – 20154 Milan, Italy</p>
2.B.5	Registration number, place of registration and LEI	<p>UniCredit S.p.A. is registered in with the Company Register of Milano-Monza-Brianza-Lodi under registration number, fiscal code and VAT number 00348170101.</p> <p>It is the parent company of the UniCredit Banking Group, registered in the Register of Banking Groups held by the Bank of Italy pursuant to Article 64 of the Legislative Decree No. 385 of 1 September 1993 as amended, under number 02008.1,cod. ABI No. 02008.1.</p> <p>The Guarantor's LEI (Legal Entity Identifier) is 549300TRUWO2CD2G5692.</p> <p>Member of the National Interbank Deposit Guarantee Fund and of the National Compensation Fund.</p>
2.B.6	Guarantor's mission summary	<p>The purpose of the Guarantor (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 in different countries in accordance with prevailing norms and practices. It may perform, 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 Guarantor may engage in any activity that is instrumental or in any case related to the above.</p> <p>The Guarantor, in compliance with current legal provisions, may issue bonds and acquire shareholdings in Italy and abroad.</p>
2.B.7	Brief description of current activities	UniCredit, as a bank which undertakes management and co-ordination activities for the UniCredit Group, pursuant to the provisions of Article 61 of the Italian Banking Act, issues, when exercising these management and co-ordination activities, instructions to the other members of the banking group in respect of the fulfilment of the requirements laid down by the supervisory authorities in the interest of the

		<p>banking group's stability</p> <p>UniCredit is a simple pan-European commercial bank with a fully plugged in Corporate & Investment Banking division, delivering a unique Western, Central and Eastern European network, 3,717 branches¹ and 84,245 FTEs², to its extensive and growing client franchise. UniCredit meet real client needs with real solutions which harness synergies between our business divisions: Corporate & Investment Banking, Commercial Banking and Wealth Management. UniCredit offers local and international expertise, providing unparalleled access to market leading products and services in its 13 core markets through our European banking network. Leveraging on an international network of representative offices and branches, UniCredit serves clients in another 18 countries worldwide.</p> <p>A full description of the Guarantor's businesses, strategies and clients, organisational structures, products and services can be found on pages 29 to 71 (included) of the 2019 Annual Reports and Accounts ("UniCredit S.p.A 2019 Annual Reports and Accounts") (please refer to Annex III) and on pages 39 to 43 (included) of the 2018 Annual Reports and Accounts ("UniCredit S.p.A 2018 Annual Reports and Accounts") (please refer to Annex III).</p>														
2.B.8	Capital	EUR 21.059.536.950,48 as at 6 May 2020														
2.B.8.1	Amount of capital subscribed and fully paid	<p>As of 6 May 2020, the Guarantor's share capital, which is entirely subscribed and paid in, amounted to EUR 21.059.536.950,48 divided into 2,237,261,803 shares.</p> <p>For more information, please refer to pages 84 and 502 of the link below:</p> <p>https://www.unicreditgroup.eu/content/dam/unicreditgroup-eu/documents/en/investors/financial-reports/2019/4Q19/2019-Annual-Report-and-Accounts.pdf</p>														
2.B.8.2	Amount of capital subscribed and not fully paid	Not applicable.														
2.B.9	List of main shareholders	<p>On 6 May 2020, the main shareholders of the Guarantor are:</p> <table border="1"> <thead> <tr> <th>SHAREHOLDERS</th> <th>% OWNED⁽¹⁾</th> </tr> </thead> <tbody> <tr> <td>BlackRock Inc.</td> <td>5.075</td> </tr> <tr> <td>Dodge & Cox</td> <td>4.993⁽²⁾</td> </tr> <tr> <td>Norges Bank</td> <td>3.011</td> </tr> <tr> <td>Delfin S.a.r.l.</td> <td>1.925</td> </tr> <tr> <td>Fondazione Cassa di Risparmio di Ve-Vi-BI e An</td> <td>1.792</td> </tr> <tr> <td>Fondazione Cassa di Risparmio di Torino</td> <td>1.643</td> </tr> </tbody> </table>	SHAREHOLDERS	% OWNED ⁽¹⁾	BlackRock Inc.	5.075	Dodge & Cox	4.993 ⁽²⁾	Norges Bank	3.011	Delfin S.a.r.l.	1.925	Fondazione Cassa di Risparmio di Ve-Vi-BI e An	1.792	Fondazione Cassa di Risparmio di Torino	1.643
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¹ CMD perimeter. Retail Branches only; for Western Europe excluding minor premises, Corporate and Private Banking. Yapi excluded Data as of 31 December 2019

² FTE data: number of employees counted for the rate of presence. Group FTEs are shown excluding Yapi, all companies that have been classified as "discontinued operations" under IFRS5 and Ocean Breeze. Data as of 31 December 2019

		Allianz SE Group	1.130																																								
		1 On share capital at the date of 6 May 2020 2 Non-discretionary asset management																																									
2.B.10	Regulated markets on which the shares or debt securities of the guarantor are listed	The Guarantor's equity securities are traded on the Milan, Frankfurt and Warsaw ³ Stock Exchange's regulated markets. https://www.borsaitaliana.it/borsa/azioni/listino-az.html?initial=U&lang=en																																									
2.B.11	Composition of governing bodies	As at the date hereof, the Board of Directors is composed of the following individuals: <table> <tr><td>Cesare Bisoni</td><td>Chairman</td></tr> <tr><td>Lamberto Andreotti</td><td>Deputy Chairman</td></tr> <tr><td>Jean Pierre Mustier</td><td>CEO</td></tr> <tr><td>Mohamed Hamad Al-Mehairi</td><td>Director</td></tr> <tr><td>Sergio Balbinot</td><td>Director</td></tr> <tr><td>Beatriz Lara Bartolomè</td><td>Director</td></tr> <tr><td>Vincenzo Cariello</td><td>Director</td></tr> <tr><td>Elena Carletti</td><td>Director</td></tr> <tr><td>Diego De Giorgi</td><td>Director</td></tr> <tr><td>Stefano Micossi</td><td>Director</td></tr> <tr><td>Maria Pierdicchi</td><td>Director</td></tr> <tr><td>Francesca Tondi</td><td>Director</td></tr> <tr><td>Alexander Wolfgring</td><td>Director</td></tr> <tr><td>Elena Zambon</td><td>Director</td></tr> <tr><td>Gianpaolo Alessandro</td><td>Company Secretary</td></tr> </table> Board of Statutory Auditors <table> <tr><td>Marco Rigotti</td><td>Chairman</td></tr> <tr><td>Antonella Bientinesi</td><td>Statutory Auditor</td></tr> <tr><td>Angelo Rocco Bonissoni</td><td>Statutory Auditor</td></tr> <tr><td>Benedetta Navarra</td><td>Statutory Auditor</td></tr> <tr><td>Guido Paolucci</td><td>Statutory Auditor</td></tr> </table>		Cesare Bisoni	Chairman	Lamberto Andreotti	Deputy Chairman	Jean Pierre Mustier	CEO	Mohamed Hamad Al-Mehairi	Director	Sergio Balbinot	Director	Beatriz Lara Bartolomè	Director	Vincenzo Cariello	Director	Elena Carletti	Director	Diego De Giorgi	Director	Stefano Micossi	Director	Maria Pierdicchi	Director	Francesca Tondi	Director	Alexander Wolfgring	Director	Elena Zambon	Director	Gianpaolo Alessandro	Company Secretary	Marco Rigotti	Chairman	Antonella Bientinesi	Statutory Auditor	Angelo Rocco Bonissoni	Statutory Auditor	Benedetta Navarra	Statutory Auditor	Guido Paolucci	Statutory Auditor
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2.B.12	Accounting method for consolidated accounts (or failing that, for the annual accounts)	Under EU Regulation 1606 issued on 19 July 2002, the UniCredit Group is required to prepare its consolidated accounts in accordance with the IFRS issued by the IASB. For further information about the transition to IFRS please refer to page 99 of the link below: https://www.unicreditgroup.eu/content/dam/unicreditgroup-eu/documents/en/investors/financial-reports/2019/4Q19/2019-Annual-Report-and-Accounts.pdf																																									
2.B.13	Accounting year	Starting on 01/01, ending on 31/12.																																									
2.B.13.1	Date of the last general annual meeting of	09/04/2020.																																									

³ The UniCredit S.p.A. Ordinary Shareholders' Meeting of 11 April 2018 has authorised the Board of Directors, to purchase and dispose of ordinary treasury shares of the Company, in order to initiate the procedure aimed at obtaining the delisting of the UniCredit shares from the trading on the Warsaw Stock Exchange

	shareholders (or equivalent thereof) which has ruled on the last financial year accounts	
2.B.14	Fiscal year	Starting on 01/01, ending on 31/12.
2.B.15	Auditors of the Guarantor, who have audited the Guarantor's annual accounts	Deloitte & Touche S.p.A, Via Tortona 25 20144 Milan, Italy
2.B.15.1	Auditors	Deloitte & Touche S.p.A, UniCredit's external auditors, have audited: (i) UniCredit's consolidated financial statements as of and for the financial year ended 31 December 2018 (the " 2018 Reports and Accounts " or the " UniCredit S.p.A. 2018 Annual Report "); and (ii) UniCredit's consolidated financial statements as of and for the financial year ended 31 December 2019 (the " 2019 Reports and Accounts " or the " UniCredit S.p.A. 2019 Annual Report ");
2.B.15.2	Auditors report on the accuracy of the accounting and financial information	Pages 491-501 of the UniCredit Consolidated 2018 Annual Report attached to Annex III Pages 405-415 of the UniCredit Consolidated 2019 Annual Report attached to Annex III
2.B.16	Other equivalent programmes of the Guarantor	Certificate of Deposit (CD) Issued UniCredit S.p.A. has guaranteed the UniCredit Bank Ireland p.l.c CD Programme last updated on 22 August 2005, which allows UniCredit Bank Ireland p.l.c to issue London Certificates of Deposit to Irish and international institutional investors for minimum denominations of €500,000. Euro Commercial Paper Programme UniCredit S.p.A. is the guarantor of a Guaranteed Euro Commercial Paper Programme with UniCredit Bank Ireland p.l.c. as issuer under which the maximum amount that may be outstanding is EUR 15 billion. The Programme was last updated on 10 October 2017. Puttable Notes Programme UniCredit S.p.A. and UniCredit Bank Ireland p.l.c. signed a new Puttable Notes Programme on 27th November 2018 (updated on 18 th July 2019), under which notes may be issued from time to time, denominated in any major currency. These notes feature an investor put where the investor is able to redeem the notes at par after giving a certain amount of notice. For more information, please refer to debt section of UniCredit Group website: https://www.unicreditgroup.eu/en/investors/funding-and-ratings.html

2.B.17	Rating of the Guarantor	UniCredit S.p.A. is rated by Moody's Investors Service Inc., Fitch Ratings Inc. and Standard and Poor's Ratings Services.
2.B.18	Additional information on the Guarantor	Optional*

*Optional: information that the issuer may not provide because it is not required by French regulation.

4. INFORMATION CONCERNING THE ISSUER'S REQUEST AT 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. Please read an important disclaimer on the STEP website regarding the use of this document (<https://www.stepmarket.org/web/directory/disclaimer.html>).

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 ACI – The Financial markets Association and the European Money Markets Institute (as amended from time to time).

ANNEXES		
Annex I	Guarantee	Guarantee and certification of the guarantee
Annex II	Rating(s) of the programme	<p>Ratings have been assigned by the rating agencies referred to below (the "Rating Agencies"): </p> <p>Moody's Investors Service Ltd.</p> <p>S&P Global Ratings, acting through Standard & Poor's Credit Market Services Europe Limited</p> <p>Moody's Investors Service Ltd.</p> <p>The rating assigned by Moody's Investors Service Ltd. to the Programme can be checked out at the following internet address:</p> <p>https://www.moodys.com/credit-ratings/UniCredit-Bank-Ireland-plc-credit-rating-600057567?emsk=2&isMaturityNotDebt=0&isWithDrawnIncluded=0&emvalue=unicredit%20bank%20ireland</p> <p>S&P Global Ratings, acting through Standard & Poor's Credit Market Services Europe Limited:</p> <p>The rating assigned by S&P Global Ratings, acting through Standard & Poor's Credit Market Services Europe Limited to the Programme can be checked out at the following internet address:</p> <p>https://www.standardandpoors.com/en_US/web/guest/ratings/details/-/instrument-details/debtType/COMMPAPER/entityId/369053</p>
Annex III	Documents available to the shareholders annual general meeting or the equivalent body⁴	<p>Issuer Annual reports and financial accounts</p> <p>https://unicreditbank.ie/sites/default/files/2020-02/Dec_2019_Annual%20Report.pdf</p> <p>https://unicreditbank.ie/sites/default/files/2020-02/Annual_Report_2018.pdf</p> <p>Guarantor Annual reports and accounts</p> <p>Annual Reports and Accounts of the Guarantor for the financial year 2019 and 2018 are made available on the attached link below:</p> <p>https://www.unicreditgroup.eu/en/investors/financial-reports.html</p> <p>Statement of auditors' report relating to the UniCredit 2019 Annual Reports and Accounts can be found on pages 405-415 of the below link:</p>

⁴ The information set out in Article D. 213-9 of the Monetary and Financial Code, including documents made available to the General Meeting of Shareholders or the body acting in its stead, shall be communicated to any person who so requests, in accordance with Article D. 213-13 of the French monetary and financial code.

		<p>https://www.unicreditgroup.eu/content/dam/unicreditgroup-eu/documents/en/investors/financial-reports/2019/4Q19/2019-Annual-Report-and-Accounts.pdf</p> <p>Statement of auditors' report relating to the UniCredit 2018 Annual Reports and Accounts can be found on pages 491-501 of the below link:</p> <p>https://www.unicreditgroup.eu/content/dam/unicreditgroup-eu/documents/en/investors/financial-reports/2018/4Q18/2018-Annual-Report-and-Accounts.pdf</p>
Annex IV	Amendment, if appropriate, under electronic and paper form (signed)	None.

Annex I - Guarantee

CERTIFICATION OF AUTHENTICITY

We, Luigi Belluti, Head of Group Treasury and Roberto Pezzoli, Head of Liquidity & Short Term Interest Rate Management of UniCredit S.p.A., certify, pursuant to the Article 6,6° of the Order (*arrêté*) dated 30 May 2016, that the copy of the autonomous first demand guarantee (*garantie autonome à première demande*) below is an authentic and complete copy of the original autonomous first demand guarantee (*garantie autonome à première demande*) executed by UniCredit S.p.A. in relation to the EUR 10,000,000,000 Negotiable European Commercial Paper Programme of UniCredit Bank Ireland p.l.c.

Executed in Rome, on 03 June 2020

UniCredit S.p.A.

Luigi Belluti
Head of Group Treasury

Roberto Pezzoli
Head of Liquidity & Short Term
Interest Rate Management

First Demand Guarantee

(garantie autonome à première demande)

This First Demand Guarantee (the "**Guarantee**") is made on 03 June 2020 by UniCredit S.p.A., a *Società per Azioni* incorporated under the laws of the Republic of Italy, registered with the Register of Banking Groups held by the Bank of Italy under number 02008.1, whose registered office is located at Piazza Gae Aulenti, 3 Tower A 20154 Milan, Italy (the "**Guarantor**" or "**UniCredit S.p.A.**") to any Noteholder (as defined below).

WHEREAS:

- (a) **UniCredit Bank Ireland p.l.c.**, a public limited liability company incorporated under the laws of Ireland, registered with the Registrar of Companies in Dublin under registration number 240551, whose registered office is located at La Touche House, International Financial Services Centre, Dublin 1, Ireland (the "**Issuer**") may from time to time issue Negotiable European Commercial Paper ("**NEU CP**") under its NEU CP programme of a maximum aggregate nominal amount of €10,000,000,000 (the "**Programme**"), as described in the information memorandum dated 03 June 2020 and filed with the *Banque de France* as amended from time to time, as supplemented or updated from time to time (the "**Information Memorandum**").
- (b) The Programme provides that the NEU CP are unconditionally guaranteed by UniCredit S.p.A. in favour of any Noteholder by way of a first demand guarantee a (*garantie à première demande*) in accordance with article L.213-5 of the French *Code monétaire et financier*.
- (c) For the purposes hereof:

"**Noteholder**" means any holder of NEU CP whose name appears as being entitled to such NEU CP in the account of the relevant authorised financial intermediary institution entitled to hold accounts on behalf of its customers with Euroclear France; and

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in Paris, Dublin and Milan.

2. First Demand Guarantee

2.1 Guarantee amount

In accordance with article 2321 of the French *Code Civil*, the Guarantor hereby irrevocably and unconditionally undertakes to pay on first demand of any Noteholder, and without being able to raise any exception of any kind whatsoever against the Noteholders, all sums which the Noteholder, may claim under this Guarantee up to the maximum aggregate amount of EUR 11,000,000,000 (or the equivalent in any other currency) (the "**Maximum Guaranteed Amount**").

Any sum paid by the Guarantor to any Noteholder under this Guarantee as Requested Sum (as defined below) shall reduce the Maximum Guaranteed Amount by an equivalent amount.

2.2 Drawing under the Guarantee

This Guarantee may be drawn in full or in part, one or several times, upon request for payment by any Noteholder, addressed by registered letter with acknowledgement of receipt or by telecopy to the registered office of the Guarantor (a "**Demand**"), of any sum (the "**Requested Sum**") up to the Maximum Guaranteed Amount.

Any Demand must include the amount of principal and interest claimed under the Notes, the relevant instructions for payment and a confirmation that such amount claimed (i) is due by the Issuer under

any NEU CP in accordance with the Programme and (ii) remains unpaid since its due date under any NEU CP.

2.3 Payment

The payment of the Requested Sum shall be made by the Guarantor to any Noteholder, at the latest on the tenth Business Day following receipt of any Demand (the "**Due Date**") and in accordance with the instructions set forth in such Demand.

3. The legal character of the Guarantor's undertakings

3.1 The autonomous character of the Guarantee

The undertakings of the Guarantor under this Guarantee are autonomous (*autonomes*) and independent (*indépendants*), within the meaning of article 2321 of the French *Code Civil*, from the liabilities and undertakings of the Issuer under the Programme and any NEU CP.

For the sake of clarity, it is specified that any reference to the Programme or any NEU CP in this Guarantee is given simply as a reference, without any effect on the autonomous character of this Guarantee.

3.2 Absence of Defenses

To the fullest extent permitted by law, the validity and effect of the Guarantee and each Demand will not be contested or affected in any way by any event or circumstance whatsoever against the Noteholders. In any case, the Guarantor will not be discharged of its obligations if those of the Issuer under the Programme or any NEU CP would be affected by invalidity or would not be likely to be enforced for any reason relating to the capacity of the Issuer or to any lack of authority or corporate authorisation or individuals supposed to have acted on its behalf.

3.3 Subsequent right of recourse against the Issuer

The Guarantor agrees not to exercise or enforce any of its rights or recourses against the Issuer until the date on which it will be fully discharged under this Guarantee.

4. Rank of the Guarantee

The obligations of the Guarantor under the Guarantee constitute direct, unconditional, unsubordinated and unsecured obligations of the Guarantor, ranking (subject to any obligations preferred by any applicable law) *pari passu* with all other unsecured obligations of the Guarantor, present and future and *pari passu* and rateably without any preference among themselves.

5. Taxation

The Guarantor is not bound to indemnify any Noteholder 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, except for any stamp or registration taxes payable by the Issuer under French law.

6. Term

The Guarantee shall become effective on the date hereof (hereinafter, the "**Effective Date**") and replace in whole any guarantee released by the Guarantor in connection with the Programme. The Guarantee shall be valid for a maximum period of two years and ten days from the Effective Date (hereinafter, the "**Termination Date**"). After the Termination Date, the Guarantee will automatically expire.

7. Notifications

Any notice, payment demand, or communication required or permitted to be given by any provision under this Guarantee shall be given or made (and shall be deemed to have been duly made or given upon receipt) by registered letter with acknowledgement of receipt or by electronic mail (if applicable) at the following:

To: UniCredit SpA
Piazza Gae Aulenti 3, Tower C
20124 Milan
Italy
email: uigtstf [@unicredit.eu](mailto:uigtstf@unicredit.eu)
Attention: Group Treasury

Any Demand or communication shall be deemed to have been validly made:

- on the date of first delivery ("*première présentation*") in the case of a Demand or a communication made by registered mail; or
- on the date when actually received (as confirmed with an electronic a delivery receipt) in the case of a Demand or a communication made by electronic mail.

However, if the date appearing on the delivery receipt (in the case of a Demand or a communication made by electronic mail) is not a Business Day, the date of receipt shall be assumed to be that of the first Business Day following the date appearing on such delivery receipt (in the case of a Demand or a communication made by electronic mail).

8. Successors and assigns of the Guarantor

Any successor or assignee of the Guarantor will be bound under the same terms and conditions that the Guarantor and the Noteholders will be entitled to claim the whole of any amount due under the Guarantee from any of such person and cannot be requested to divide its claim.

9. Acceptance of the Guarantee by the Noteholders

The Guarantor grants the Guarantee in respect of the NEU CP to be issued under the Programme and for the benefit of the Noteholders. Acceptance of this Guarantee by the Noteholders will result from the mere subscription or subsequent acquisition of any NEU CP. The benefit of the Guarantee will extend automatically to each assignee or transferee of the NEU CP.

In accordance with the provisions of article 2321 paragraph 4 of the French *Code Civil*, this Guarantee and its benefit shall be automatically transferred, without formality, to each assignee or transferee of the NEU CP.

10. Invalidity

If any provision of this Guarantee shall be held invalid or illegal this shall not affect the validity and the enforceability of the other provisions.

11. Governing law - Jurisdiction

This Guarantee shall be governed by French law and construed and executed in accordance with French law.

Any dispute arising out of or in connection with this Guarantee shall be within the exclusive jurisdiction of the *Tribunal de commerce de Paris*.

Executed on 03 June 2020 in two (2) originals, one for the Issuer and one for the Guarantor.

UniCredit S.p.A.
As Guarantor

Luigi Belluti
Head of Group Treasury

Roberto Pezzoli
Head of Liquidity & Short Term
Interest Rate Management

FRENCH SECTION

1. DESCRIPTION DU PROGRAMME D'EMISSION		
Articles D. 213-9, 1° et D. 213-11 du Code monétaire et financier et article 6 de l'Arrêté du 30 mai 2016 et les réglementations postérieures		
1.1	Nom du programme	UniCredit Bank Ireland p.l.c., NEU CP (le " Programme ")
1.2	Type de programme	NEU CP (les " NEU CP ")
1.3	Dénomination sociale de l'Émetteur	UniCredit Bank Ireland p.l.c. (l'" Émetteur ")
1.4	Type d'émetteur	Établissement de crédit.
1.5	Objet du programme	Satisfaire les besoins de financement court terme de l'Émetteur.
1.6	Plafond du programme (en Euro)	EUR 10 000 000 000,00 ou la contre-valeur de ce montant en toute autre devise autorisée.
1.7	Forme des titres	Les NEU CP sont des titres de créances négociables, stipulés au porteur et inscrits en comptes tenus chez un intermédiaire habilité conformément à la législation et à la réglementation française en vigueur. Aucun titre global ou définitif ou instrument représentatif ne sera émis ou imprimé.
1.8	Rémunération	<p>La rémunération est libre.</p> <p>Cependant, si l'Émetteur émet des NEU CP dont la rémunération est liée à un indice, ou à une clause d'indexation, l'Émetteur n'émettra que des NEU CP dont la rémunération est liée à un indice usuel du marché monétaire, tel que, mais non limitativement, Euribor, Libor, EONIA ou €STR (ou tout taux de de remplacement, si applicable).</p> <p>A la date des présentes, les administrateurs du LIBOR et de l'EURIBOR sont inclus dans le registre des administrateurs d'indices de référence de l'Autorité européenne des marchés financiers (AEMF) conformément à l'article 36 du Règlement Benchmark. À la connaissance de l'Émetteur, l'€STR ne relève pas du champ d'application du Règlement (UE) 2016/1011 (le "Règlement Benchmark") en vertu de l'article 2 dudit règlement, de telle sorte qu'il n'est actuellement pas requis pour les administrateurs de cet indice de référence d'obtenir une autorisation ou de procéder à un quelconque enregistrement.</p> <p>La rémunération des NEU CP peut être négative en fonction des taux fixes ou de l'évolution des indices du marché monétaire applicables au calcul de leur rémunération. Dans ce cas, les montants remboursés au titre des NEU CP peuvent être inférieurs au pair.</p> <p>L'Émetteur n'émettra pas de NEU CP ayant un montant de remboursement variable.</p> <p>Dans le cas d'une émission comportant une option de prorogation, de rachat ou de remboursement anticipé, telle que mentionnée dans le paragraphe 1.10 ci-</p>

		<p>dessous les conditions de rémunération des NEU CP seront précisées à l'occasion de l'émission initiale et ne pourront pas être modifiées ultérieurement, et préciseront quand une telle option de prorogation, de rachat ou de remboursement anticipé pourra être exercée.</p> <p>L'Emetteur ne peut émettre des NEU CP qui peuvent être remboursés à un montant inférieur à la valeur nominale des NEU CP concernés, à condition cependant que cette restriction ne s'applique pas en cas de remboursement anticipé de NEU CP à coupon zéro ou de NEU CP à prime d'émission qui peuvent être remboursés à un montant inférieur à la valeur nominale. Par conséquent, l'émetteur ne peut émettre des NEU CP entraînant des paiements en principal potentiellement variables à l'échéance.</p> <p><u>Règlement Benchmark</u> Si à une quelconque date de détermination de l'intérêt ou à tout moment antérieur à cette dernière, l'Emetteur détermine, en agissant de bonne foi et d'une manière commercialement raisonnable, que:</p> <p>(1) un indice de référence cesse d'exister, est modifié de manière importante ou est annulé; ou</p> <p>(2) l'autorisation, l'enregistrement, la reconnaissance, l'équivalence, la décision ou l'approbation selon le cas à l'égard d'un indice de référence (ou de l'administrateur ou du sponsor de cet indice de référence) ainsi que la demande qui a été faite pour obtenir ladite autorisation, enregistrement, reconnaissance, équivalence, décision ou approbation ne sont pas obtenus ou sont rejetés, suspendus ou retirés;</p> <p>L'Emetteur déterminera ou désignera, dès que cela sera raisonnablement possible, un agent de détermination qui indiquera un taux de remplacement ou un indice de référence, qui est un taux ou un indice de référence le plus comparable, et procédera à l'ajustement pertinent du papier à court terme en conséquence.</p>
1.9	Devises d'émission	<p>Les NEU CP seront libellés en Euro ou toute autre devise autorisée par la réglementation française applicable au moment de l'émission conformément à l'article D. 213-6 du Code monétaire et financier.</p>
1.10	Maturité	<p>L'échéance des NEU CP sera fixée conformément à la législation et à la réglementation française, ce qui implique qu'à la date des présentes, la durée des émissions de ces titres ne peut être supérieure à 1 an (365 jours ou 366 jours les années bissextiles).</p> <p>Les NEU CP peuvent être remboursés avant maturité en accord avec les lois et les réglementations applicables en France.</p> <p>Les NEU CP émis dans le cadre du Programme pourront comporter une ou plusieurs options de prorogation de l'échéance (au gré de l'Emetteur, ou du porteur, ou en fonction d'un (ou plusieurs) événement(s) indépendant(s) de l'Emetteur et/ou du porteur), étant</p>

		<p>précisé qu'aucune option de prorogation ne peut étendre la date de maturité au-delà de 365 jours (ou 366 jours les années bissextiles).</p> <p>Les NEU CP émis dans le cadre du Programme pourront aussi comporter une ou plusieurs options de rachat par l'Emetteur (au gré de l'Emetteur, ou du porteur, ou en fonction d'un (ou plusieurs) évènement(s) indépendant(s) de l'Emetteur et / ou du porteur).</p> <p>L'option de remboursement anticipé, de prorogation ou de rachat de NEU CP, s'il y a lieu, devra être spécifiée explicitement dans le formulaire de confirmation de toute émission concernée.</p> <p>En tout état de cause, la durée de tout NEU CP assortie d'une ou de plusieurs de ces clauses, sera toujours, toutes options de remboursement anticipé, de prorogation ou rachat comprises, conforme à la réglementation en vigueur au moment de l'émission dudit NEU CP.</p>
1.11	Montant unitaire minimal des émissions	Le montant unitaire de l'émission, déterminé au moment de chaque émission, sera au moins égal à 200 000 euros (ou à la contre-valeur de ce montant en devises).
1.12	Dénomination minimale des Titres de créances négociables	<p>200 000 euros.</p> <p>En vertu de la réglementation, le montant minimum légal des titres de créances négociables émis dans le cadre de ce programme doit être de 200 000 euros ou la contre-valeur de ce montant en devises déterminée au moment de l'émission.</p>
1.13	Rang	Les NEU CP émis par l'Emetteur constitueront des obligations directes, non subordonnées et non assorties de sûretés de l'Emetteur venant au même rang que les autres dettes chirographaires présentes ou futures non assorties de sûretés de l'Emetteur, sous réserve des éventuelles exceptions légales résultant de la loi applicable.
1.14	Droit applicable au programme	Droit français.
1.15	Admission des TCN sur un marché réglementé	<p>Tout ou partie des NEU CP émis par l'Emetteur, peuvent être admis aux négociations sur Euronext Paris. Pour vérifier si une émission de NEU CP a été admise aux négociations, veuillez-vous référer au le site Internet de Euronext Paris à l'adresse suivante :</p> <p>https://www.euronext.com/fr</p>
1.16	Système de règlement-livraison d'émission	Euroclear France
1.17	Notation(s) du programme	<p>Noté.</p> <p>Le Programme est noté par Moody's Investors Service Ltd et S&P Global Ratings agissant par l'intermédiaire de Standard and Poor's Credit Market Services Europe</p>

		<p>Limited (les "Agences de Notation").</p> <p>Les notations sont susceptibles d'être revues à tout moment par les Agences de Notation. Les investisseurs sont invités à se reporter aux sites internet des Agences de Notation concernées afin de consulter la notation en vigueur.</p> <p>Les liens hypertextes actifs renvoyant directement à la notation du programme de chaque Agence de Notation figurent à l'Annexe II dans la version anglaise.</p>
1.18	Garantie	<p>Les NEU CP sont garantis de manière inconditionnelle par UniCredit S.p.A. au titre d'une garantie à première demande.</p> <p>Une copie de la garantie figure à l'Annexe I de ce dossier. Cette garantie est conforme à l'Article D.213-5 du Code monétaire et financier.</p>
1.19	Agent domiciliataire	<p>Société Générale</p> <p>L'Émetteur peut décider de remplacer l'Agent Domiciliataire d'origine ou de nommer d'autres agents domiciliataires et, dans cette hypothèse, mettra à jour la Documentation Financière conformément à la réglementation en vigueur.</p>
1.20.	Arrangeur	UniCredit S.p.A.
1.21	Mode de placement envisagé	<p>Les NEU CP seront placés par l'Émetteur directement ou par le biais d'agents placeurs (chacun étant un "Agent Placeur") désignés à tout moment par l'Émetteur.</p> <p>A la date de la présente Documentation Financière, l'Émetteur a désigné les Agents Placeurs suivants : UniCredit S.p.A. UniCredit AG</p> <p>L'Émetteur pourra ultérieurement remplacer un Agent Placeur, assurer lui-même le placement, ou nommer d'autres Agents Placeurs ; une liste à jour desdits Agents Placeurs sera communiquée aux investisseurs sur demande déposée auprès de l'Émetteur.</p>
1.22	Restrictions à la vente	<p>Les restrictions de vente complètes figurent au paragraphe "<i>Selling restrictions</i>" dans la version anglaise.</p> <p>Général</p> <p>Chacun des Agents Placeurs, des souscripteurs initiaux et des porteurs de NEU CP s'engage à n'entreprendre aucune action permettant l'offre auprès du public desdits NEU CP ou la possession ou la distribution de la Documentation Financière ou de tout autre document relatif aux NEU CP dans tous pays où la distribution de tels documents serait contraire à ses lois et règlements</p>

		<p>et à n'offrir ni à vendre les NEU CP, directement ou indirectement, qu'en conformité avec les lois et règlements en vigueur dans ces pays.</p> <p>Chacun des Agents Placeurs, des souscripteurs initiaux et des porteurs de NEU CP s'engage à se conformer aux lois et règlements en vigueur dans les pays où il offrira ou vendra lesdits NEU CP ou détiendra ou distribuera la Documentation Financière et obtiendra toutes les autorisations et accords nécessaires au regard des lois et des règlements en vigueur dans tous les pays où il fera une telle offre ou vente. Ni l'Emetteur, ni chaque Agent Placeur, souscripteur ou porteur ne saurait être tenu pour responsable du non-respect de ces lois ou règlements par un autre Agent Placeur, souscripteur ou porteur.</p> <p>France</p> <p>Chaque Agent Placeur et chaque souscripteur initial ont déclaré et garanti et chaque détenteur subséquent de NEU CP sera réputé avoir déclaré et garanti au jour de la date d'acquisition des NEU CP (i) respecter les lois et règlements en vigueur en France relatifs à l'offre, au placement, à la distribution et la revente des NEU CP ou à la distribution en France des documents y afférant et en particulier (ii) ne pas avoir offert ou vendu, ni n'offrira ou ne vendra directement ou indirectement les NEU CP, au public en France sauf à des investisseurs qualifiés tels que définis à l'article L.411-2 1° du Code monétaire et financier et à l'article 2(e) du Règlement Prospectus sous réserve que ces investisseurs agissent pour leur propre compte, conformément aux articles L.411-2 1° et D.411-4 du Code monétaire et financier et ne pas avoir distribué ou faire distribuer et qu'il ne distribuera pas ni ne fera pas distribuer en France la Documentation Financière ou tout document relatif aux NEU CP, sauf aux investisseurs qualifiés (tels que décrits ci-dessus).</p>
1.23	Taxation	L'Emetteur ne s'engage pas à indemniser les détenteurs de NEU CP en cas de prélèvement de nature fiscale en France, en Irlande ou à l'étranger, sur toutes sommes versées au titre des NEU CP, à l'exception des droits de timbres ou droit d'enregistrement dus par l'Emetteur en France.
1.24	Implication nationales d'autorités	Banque de France.
1.25	Contact(s)	<p>Des informations sur l'Emetteur peuvent être obtenues auprès de :</p> <p>Email : Treasury@UniCredit.ie Téléphone : +3531 6750713 Adresse postale : La Touche House, I.F.S.C., Dublin 1, D01 R5P3, Ireland.</p>

1.26	Informations complémentaires relatives au Programme	Optionnel*
1.27	Langue de la documentation financière faisant foi	La présente section en français de la Documentation Financière est établie à titre d'information uniquement. Seule la version en anglais de la Documentation Financière fait foi.

* Optionnel : information pouvant ne pas être fournie par l'émetteur car la réglementation française ne l'impose pas.

2. DESCRIPTION DE L'EMETTEUR		
Article D. 213-9, 2° du Code monétaire et financier et article 7 de l'Arrêté du 30 mai 2016 et les réglementations postérieures		
2.A.1	Dénomination sociale de l'Emetteur	UniCredit Bank Ireland p.l.c. (l' "Emetteur")
2.A.2	Forme juridique, législation applicable à l'Emetteur et tribunaux compétents	<p>UniCredit Bank Ireland p.l.c. est une société anonyme irlandaise (<i>public limited company</i>) et elle est régie par le droit irlandais.</p> <p>UniCredit Bank Ireland p.l.c. relève de la compétence des tribunaux irlandais.</p>
2.A.3	Date de constitution	L'Emetteur a été constitué en Irlande le 7 novembre 1995 en vertu de la loi irlandaise sur les sociétés de 1963 (telle que modifiée). L'Emetteur a changé son nom Credito Italiano (Ireland) Limited en Credito Italiano Bank (Ireland) Limited le 19 décembre 1997 et a reçu un agrément d'établissement bancaire de la Banque centrale d'Irlande le 24 décembre 1997 en vertu de l'article 9 de la loi sur la Banque centrale irlandaise de 1971 (tel que modifié). L'enregistrement en tant que société anonyme (<i>public limited company</i>) a pris fin le 2 avril 1998. L'Emetteur a changé son nom en UniCredito Italiano Bank (Irlande) p.l.c. le 1er novembre 1999 et est devenu UniCredit Bank Ireland p.l.c. le 12 décembre 2007.
2.A.4	Siège social et principal siège administratif (si différent)	<p>Siège social :</p> <p>La Touche House, International Financial Services Centre, Dublin 1, Irlande.</p>
2.A.5	Numéro d'immatriculation au Registre du Commerce et des Sociétés et identifiant LEI	<p>UniCredit Bank Ireland p.l.c. est enregistrée en vertu de la loi irlandaise sur les sociétés de 2014 (<i>Irish Companies Act 2014</i>) auprès du Registre des Sociétés de Dublin sous le numéro d'enregistrement 240551.</p> <p>Le LEI (Legal Entity Identifier) de l'Emetteur est JLWCUYA7LL5CX6EWZL14.</p>
2.A.6	Objet social résumé	L'Emetteur est une unité d'exploitation autonome au sein du groupe bancaire UniCredit au sens large. En tant que filiale à 100% d'UniCredit S.p.A., UniCredit Bank Ireland p.l.c. est soumise à la coordination et au soutien de sa maison mère. Conformément à l'article 3 de ses statuts, l'Emetteur a pour objet d'exercer des activités bancaires.
2.A.7	Renseignements relatifs à l'activité de l'Emetteur	<p>L'Emetteur exerce des activités bancaires et fournit des services financiers. Ses principaux domaines d'activité sont le crédit et les financements structurés (y compris l'investissement dans des emprunts, des titres obligataires, la titrisation et d'autres formes de financement d'actifs), les activités de trésorerie (marché monétaire, pensions livrées ou "repos", l'indice Euro Over Night Index Average (EONIA) et d'autres opérations d'échange de taux d'intérêts, contrats de change et contrats à terme) et l'émission de certificats de dépôt et de titres structurés.</p> <p>L'émetteur se concentre sur les activités de crédit et de financement structuré, les activités de trésorerie,</p>

		<p>l'émission de certificats de dépôt et de papier commercial principalement en Europe.</p> <p>Une description complète des principales activités de l'Emetteur, de sa structure organisationnelle et de sa stratégie figure aux pages 3 à 11 (incluses) du rapport annuel d'UniCredit Ireland 2019 (se reporter à l'annexe III).</p>												
2.A.8	Capital	Le capital social autorisé de l'Emetteur est de 1 343 118 650 euros.												
2.A.8.1	Montant du capital souscrit et entièrement libéré	Le capital social autorisé de l'Emetteur est de 1 343 118 650 euros. Il n'y a eu aucun changement dans le capital social de l'Emetteur depuis le 31 décembre 2019.												
2.A.8.2	Montant du capital souscrit et non entièrement libéré	Non applicable.												
2.A.9	Répartition du capital	UniCredit S.p.A. détient 100% du capital social de l'émetteur.												
2.A.10	Marchés réglementés où les titres de capital ou de créances de l'Emetteur sont négociés	<p>Actions : non applicable.</p> <p>Titres de dette : la Bourse de Luxembourg (LSE) https://www.bourse.lu/home</p>												
2.A.11	Composition de la direction	<p>À la date des présentes, le Conseil d'Administration de l'Emetteur est composé comme suit :</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Aidan Williams</td> <td style="text-align: right;"><i>Chairman</i></td> </tr> <tr> <td>Guy Laffineur</td> <td style="text-align: right;"><i>Deputy Chairman</i></td> </tr> <tr> <td>Massimiliano Sinagra</td> <td style="text-align: right;"><i>Managing Director</i></td> </tr> <tr> <td>Lynda Carroll</td> <td style="text-align: right;"><i>Director</i></td> </tr> <tr> <td>Attilio Napoli</td> <td style="text-align: right;"><i>Director</i></td> </tr> <tr> <td>Andrea Marchetti</td> <td style="text-align: right;"><i>Director</i></td> </tr> </table>	Aidan Williams	<i>Chairman</i>	Guy Laffineur	<i>Deputy Chairman</i>	Massimiliano Sinagra	<i>Managing Director</i>	Lynda Carroll	<i>Director</i>	Attilio Napoli	<i>Director</i>	Andrea Marchetti	<i>Director</i>
Aidan Williams	<i>Chairman</i>													
Guy Laffineur	<i>Deputy Chairman</i>													
Massimiliano Sinagra	<i>Managing Director</i>													
Lynda Carroll	<i>Director</i>													
Attilio Napoli	<i>Director</i>													
Andrea Marchetti	<i>Director</i>													
2.A.12	Normes comptables utilisées pour les données consolidées (ou à défaut des données sociales)	<p>Les états financiers annuels de l'Emetteur sont établis conformément aux normes d'audit généralement acceptées en Irlande.</p> <p>Selon la réglementation 1606 du 19/07/2002, le Groupe UniCredit doit préparer les comptes consolidés en accord avec les normes IFRS éditées par I.A.S.B.</p> <p>Pour plus d'informations au sujet de ces normes, merci de vous référer aux pages 35 à 39 du lien suivant :</p> <p>https://unicreditbank.ie/sites/default/files/2020-02/Dec_2019_Annual%20Report.pdf</p>												
2.A.13	Exercice comptable	Du 01/01 au 31/12.												
2.A.13.1	Date de tenue de l'assemblée générale annuelle (ou son	03/02/2020												

	équivalent) ayant approuvé les comptes annuels de l'exercice écoulé	
2.A.14	Exercice fiscal	Du 01/01 au 31/12.
2.A.15	Commissaires aux comptes de l'émetteur ayant audité les comptes annuels de l'Émetteur	
2.A.15.1	Commissaires aux comptes	Merci de vous référer à la rubrique 2.A.15.1 de la section en anglais (<i>English Section</i>).
2.A.15.2	Rapport des commissaires aux comptes	Merci de vous référer à la rubrique 2.A.15.2 de la section en anglais (<i>English Section</i>).
2.A.16	Autres programmes de l'Émetteur de même nature à l'étranger	<p>Certificate of Deposit (CD) Issued Programme de certificats de dépôt d'UniCredit Bank Ireland p.l.c. mis à jour le 22 août 2005 qui lui permet d'émettre des certificats de dépôt londoniens pour les investisseurs institutionnels étrangers et irlandais pour des dénominations minimums de 500 000 euros.</p> <p>Euro Commercial Paper Programme Programme d'<i>Euro Commercial Paper</i> garanti, avec pour émetteur UniCredit Bank Ireland p.l.c., pour lequel le montant maximum est de 15 milliards d'Euros. Le programme a été mis à jour dernièrement le 10 octobre 2017.</p> <p>Programme de titres remboursables (<i>puttable notes</i>) (10 000 000 000 d'euros) UniCredit S.p.A. et UniCredit Bank Ireland p.l.c. ont conclu un nouveau programme de titres avec option de remboursement anticipé au gré des porteurs le 27 novembre 2018 (tel que mis à jour le 18 juillet 2019), en vertu duquel des titres peuvent être émis à tout moment, et libellés dans une des devises principales. Ces titres incluent une option de remboursement anticipé au titre duquel l'investisseur est en mesure de racheter les titres au pair sous réserve d'un préavis donné.</p> <p>Pour un complément d'informations, veuillez-vous référer à la section "dette" du site Internet du Groupe UniCredit : https://unicreditbank.ie/funding-and-ratings</p>
2.A.17	Notation de l'Émetteur	non Noté.
2.A.18	Information complémentaire sur l'Émetteur	Optionnel*

* Optionnel : information pouvant ne pas être fournie par l'émetteur car la réglementation française ne l'impose pas.

2. DESCRIPTION DU GARANT		
2.B.1	Dénomination sociale du Garant	UniCredit S.p.A. (le "Garant")
2.B.2	Forme juridique, législation applicable au Garant et tribunaux compétents	Le Garant est une société par actions italienne (<i>Società per Azioni</i>) constituée selon les lois en vigueur en Italie. Le Garant est régi par la loi italienne et les tribunaux compétents sont situés à Milan.
2.B.3	Date de constitution	UniCredit S.p.A. est établi à Gênes sous acte notarié en date du 28 avril 1870, pour une durée allant jusqu'au 31 décembre 2100.
2.B.4	Siège social et principal siège administratif (si différent)	Siège social : Piazza Gae Aulenti, 3 – Tower A – 20154 Milan, Italie Siège administratif : Piazza Gae Aulenti, 3 – Tower A – 20154 Milan, Italie.
2.B.5	Numéro d'immatriculation au Registre du Commerce et des Sociétés et identifiant LEI	UniCredit S.p.A. est enregistré au Registre du commerce et des sociétés de Milan-Monza-Brianza-Lodi et dispose du numéro d'enregistrement, du code fiscal et du code TVA suivant : n°00348170101. Elle est la maison-mère du groupe UniCredit Banking Group, enregistré dans le Registre des Groupes Bancaires tenu par la Banque d'Italie conformément à l'Article 64 du Décret de loi N°385 du 1er septembre 1993 tel que modifiée, sous le code 02008.1 et le code ABI 02008.1. Le LEI (<i>Legal Entity Identifier</i>) du Garant est 549300TRUWO2CD2G5692. Membre du " <i>National Interbank Deposit Guarantee Fund</i> " et du " <i>National Compensation Fund</i> ".
2.B.6	Objet social résumé	L'objet social du Garant (section II, clause 4 de ses statuts) est de s'engager dans des opérations de dépôts et de prêts sous ses différentes formes, en Italie et à l'étranger, opérant dans les différents pays conformément aux normes et pratiques en cours. Il peut réaliser, tout en se conformant aux exigences de la loi, toutes les transactions et services de nature bancaire et financière. Afin de réaliser son objet social aussi efficacement que possible, le Garant peut s'engager dans toutes ses activités principales ou dans toute activité en rapport avec l'objet cité ci-dessus. Le Garant, en conformité avec les dispositions légales actuelles, peut émettre des obligations et acquérir des participations en Italie et à l'étranger.
2.B.7	Renseignements relatifs à l'activité du Garant	UniCredit, en tant que banque exerçant des activités de gestion et de coordination pour le groupe UniCredit, en vertu des dispositions de l'article 61 de la loi bancaire italienne, donne des instructions aux autres membres du conseil lors de l'exercice de ses activités de gestion et de coordination, afin de satisfaire aux obligations imposées par les autorités de surveillance dans l'intérêt de la stabilité de son groupe bancaire.

		<p>UniCredit est une banque commerciale paneuropéenne simple avec une division Banque de Financement et d'Investissement (CIB) entièrement connectée, qui fournit un réseau unique en Europe occidentale, centrale et orientale, avec 3 717 agences⁵ et 84 245 ETP⁶, à une large clientèle en croissance. UniCredit répond aux besoins réels de ses clients avec des solutions concrètes grâce aux synergies existant entre ses divisions commerciales : Banque de Financement et d'Investissement (CIB), Banque Commerciale, Gestion de Patrimoine. Unicredit offre une expertise locale et internationale en offrant un accès sans précédent aux produits et services leaders sur ses 13 marchés principaux via son réseau bancaire européen. S'appuyant sur un réseau international de bureaux de représentation et de succursales, UniCredit sert des clients dans 18 autres pays du monde.</p> <p>Une description complète des activités, stratégies et clients, structures organisationnelles, produits et services d'UniCredit peut être trouvée aux pages 29 à 71 (incluse) du Rapport Annuel 2019 ("UniCredit S.p.A 2019 Reports and Accounts") (merci de vous référer à l'Annexe III dans la version anglaise) et aux pages 39 à 43 (incluse) du Rapport Annuel 2018 ("UniCredit S.p.A 2018 Reports and Accounts") (merci de vous référer à l'Annexe III dans la version anglaise).</p>												
2.B.8	Capital	21 059 536 950,48 euros au 6 mai 2020.												
2.B.8.1	Montant du capital souscrit et entièrement libéré	<p>Au 6 mai 2020, le capital du Garant qui est entièrement souscrit et libéré s'élève à 21 059 536 950,48 divisé en 2 237 261 803 actions.</p> <p>Pour plus d'informations, merci de vous référer aux pages 84 et 502 du lien suivant :</p> <p>https://www.unicreditgroup.eu/content/dam/unicreditgroup-eu/documents/en/investors/financial-reports/2019/4Q19/2019-Annual-Report-and-Accounts.pdf</p>												
2.B.8.2	Montant du capital souscrit et non entièrement libéré	Non applicable.												
2.B.9	Répartition du capital	<p>Au 6 mai 2020, les principaux actionnaires de l'Emetteur sont :</p> <table border="1"> <thead> <tr> <th>ACTIONNAIRES</th> <th>% DETENU⁽¹⁾</th> </tr> </thead> <tbody> <tr> <td>BlackRock Inc.</td> <td>5,075</td> </tr> <tr> <td>Dodge & Cox</td> <td>4,993⁽²⁾</td> </tr> <tr> <td>Norges Bank</td> <td>3,011</td> </tr> <tr> <td>Delfin S.a.r.l.</td> <td>1,925</td> </tr> <tr> <td>Fondazione Cassa di</td> <td>1,792</td> </tr> </tbody> </table>	ACTIONNAIRES	% DETENU⁽¹⁾	BlackRock Inc.	5,075	Dodge & Cox	4,993 ⁽²⁾	Norges Bank	3,011	Delfin S.a.r.l.	1,925	Fondazione Cassa di	1,792
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⁵ Périmètre CMD. Succursales de détail uniquement ; Europe de l'Ouest à l'exclusion de bureau non significatifs, Corporate and Private Banking. Données Yapi exclue. Données au 31 décembre 2019.

⁶ Données ETP: nombre d'employés pris en compte pour le taux de présence. Les ETP du Groupe sont présentés à l'exclusion de Yapi, toutes les sociétés qui ont été classées comme «activités abandonnées» selon IFRS5 et Ocean Breeze. Données au 31 décembre 2019.

		<table border="1"> <tr> <td>Risparmio di Ve-Vi-BI e An</td> <td></td> </tr> <tr> <td>Fondazione Cassa di Risparmio di Torino</td> <td>1,643</td> </tr> <tr> <td>Allianz SE Group</td> <td>1,130</td> </tr> </table> <p>1 En capital social au 6 mai 2020 2 Gestion non-discrétionnaire de portefeuille</p>	Risparmio di Ve-Vi-BI e An		Fondazione Cassa di Risparmio di Torino	1,643	Allianz SE Group	1,130																																		
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2.B.10	Marchés réglementés où les titres de capital ou de créances du Garant sont négociés	<p>Les titres de capital du Garant sont négociés sur les marchés réglementés de la Bourse de Milan, Francfort et Varsovie⁷.</p> <p>https://www.borsaitaliana.it/borsa/azioni/listino-az.html?initial=U&lang=en</p>																																								
2.B.11	Composition de la direction	<p>A la date des présentes, le Conseil d'administration est le suivant :</p> <table> <tr> <td>Cesare Bioni</td> <td><i>Chairman</i></td> </tr> <tr> <td>Lamberto Andreotti</td> <td><i>Deputy Chairman</i></td> </tr> <tr> <td>Jean Pierre Mustier</td> <td><i>CEO</i></td> </tr> <tr> <td>Mohamed Hamad Al-Mehairi</td> <td><i>Director</i></td> </tr> <tr> <td>Sergio Balbinot</td> <td><i>Director</i></td> </tr> <tr> <td>Beatriz Lara Bartolomé</td> <td><i>Director</i></td> </tr> <tr> <td>Vincenzo Cariello</td> <td><i>Director</i></td> </tr> <tr> <td>Elena Carletti</td> <td><i>Director</i></td> </tr> <tr> <td>Diego De Giorgi</td> <td><i>Director</i></td> </tr> <tr> <td>Stefano Micossi</td> <td><i>Director</i></td> </tr> <tr> <td>Maria Pierdicchi</td> <td><i>Director</i></td> </tr> <tr> <td>Francesca Tondi</td> <td><i>Director</i></td> </tr> <tr> <td>Alexander Wolfgring</td> <td><i>Director</i></td> </tr> <tr> <td>Elena Zambon</td> <td><i>Director</i></td> </tr> <tr> <td>Gianpaolo Alessandro</td> <td><i>Company Secretary</i></td> </tr> </table> <p>Conseil des commissaires aux comptes</p> <table> <tr> <td>Marco Rigotti</td> <td><i>Chairman</i></td> </tr> <tr> <td>Antonella Bientinesi</td> <td><i>Statutory Auditor</i></td> </tr> <tr> <td>Angelo Rocco Bonisconi</td> <td><i>Statutory Auditor</i></td> </tr> <tr> <td>Benedetta Navarra</td> <td><i>Statutory Auditor</i></td> </tr> <tr> <td>Guido Paolucci</td> <td><i>Statutory Auditor</i></td> </tr> </table>	Cesare Bioni	<i>Chairman</i>	Lamberto Andreotti	<i>Deputy Chairman</i>	Jean Pierre Mustier	<i>CEO</i>	Mohamed Hamad Al-Mehairi	<i>Director</i>	Sergio Balbinot	<i>Director</i>	Beatriz Lara Bartolomé	<i>Director</i>	Vincenzo Cariello	<i>Director</i>	Elena Carletti	<i>Director</i>	Diego De Giorgi	<i>Director</i>	Stefano Micossi	<i>Director</i>	Maria Pierdicchi	<i>Director</i>	Francesca Tondi	<i>Director</i>	Alexander Wolfgring	<i>Director</i>	Elena Zambon	<i>Director</i>	Gianpaolo Alessandro	<i>Company Secretary</i>	Marco Rigotti	<i>Chairman</i>	Antonella Bientinesi	<i>Statutory Auditor</i>	Angelo Rocco Bonisconi	<i>Statutory Auditor</i>	Benedetta Navarra	<i>Statutory Auditor</i>	Guido Paolucci	<i>Statutory Auditor</i>
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2.B.12	Normes comptables utilisées pour les données consolidées (ou à défaut des données sociales)	<p>Selon la réglementation 1606 du 19/07/2002, le Groupe UniCredit doit préparer les comptes consolidés en accord avec les normes IFRS éditées par I.A.S.B.</p> <p>Pour plus d'informations au sujet de ces normes, merci de vous référer à la page 99 du lien suivant :</p> <p>https://www.unicreditgroup.eu/content/dam/unicreditgroup-eu/documents/en/investors/financial-reports/2019/4Q19/2019-Annual-Report-and-Accounts.pdf</p>																																								
2.B.13	Exercice comptable	Du 01/01 au 31/12																																								
2.B.13.1	Date de tenue de l'assemblée générale annuelle (ou son équivalent) ayant	09/04/2020.																																								

⁷ L'Assemblée Générale Ordinaire du 11 avril 2018 d'UniCredit SpA a autorisé le Conseil d'Administration à acheter et à céder des actions ordinaires de la Société afin d'engager la procédure visant à obtenir le retrait de la cote des actions UniCredit de la négociation à la Bourse de Varsovie.

	approuvé les comptes annuels de l'exercice écoulé	
2.B.14	Exercice fiscal	Du 01/01 au 31/12
2.B.15	Commissaires aux comptes de l'émetteur ayant audité les comptes annuels du Garant	Merci de vous référer à la rubrique 2.B.15 de la section en anglais (<i>English Section</i>).
2.B.15.1	Commissaires aux comptes	Merci de vous référer à la rubrique 2.B.15.1 de la section en anglais (<i>English Section</i>).
2.B.15.2	Rapport des commissaires aux comptes	Merci de vous référer à la rubrique 2.B.15.2 de la section en anglais (<i>English Section</i>).
2.B.16	Autres programmes du Garant de même nature à l'étranger	<p>Certificate of Deposit (CD) Issued UniCredit S.p.A. a garanti le programme de certificats de dépôt d'UniCredit Bank Ireland p.l.c. mis à jour le 22 août 2005 qui lui permet d'émettre des certificats de dépôt londoniens pour les investisseurs institutionnels étrangers et irlandais pour des dénominations minimums de 500 000 euros.</p> <p>Euro Commercial Paper Programme UniCredit S.p.A. est le garant d'un Programme <i>Euro Commercial Paper</i> garanti, avec pour émetteur UniCredit Bank Ireland p.l.c., pour lequel le montant maximum est de 15 milliards d'Euros. Le programme a été mis à jour dernièrement le 10 octobre 2017.</p> <p>Puttable Notes Programme UniCredit S.p.A. et UniCredit Bank Ireland p.l.c. ont conclu un nouveau programme de titres avec option de remboursement anticipé au gré des porteurs le 27 novembre 2018 (tel que mis à jour le 18 juillet 2019), en vertu duquel des titres peuvent être émis à tout moment, et libellés dans une des devises principales. Ces titres incluent une option de remboursement anticipé au titre duquel l'investisseur est en mesure de racheter les titres au pair sous réserve d'un préavis donné.</p> <p>Pour un complément d'informations, veuillez-vous référer à la section "dette" du site Internet du Groupe UniCredit : https://www.unicreditgroup.eu/en/investors/funding-and-ratings.html</p>
2.B.17	Notation du Garant	UniCredit S.p.A. est noté par Moody's Investors Service Inc., Fitch Ratings Inc. et Standard and Poor's Ratings Services.
2.B.18	Information complémentaire sur le Garant	Optionnel*

* Optionnel : information pouvant ne pas être fournie par l'émetteur car la réglementation française ne l'impose pas.

CERTIFICATION DES INFORMATIONS FOURNIES RESPONSABLES DE LA DOCUMENTATION FINANCIERE

Article D. 213-9, II, 4° du Code monétaire et financier et les réglementations postérieures

Se référer au Chapitre III de la section en anglais.

INFORMATION CONCERNANT LA DEMANDE DE LABEL STEP PAR L'EMETTEUR

Se référer au Chapitre IV de la section en anglais.

ANNEXES

Merci de vous référer aux Annexes de la version en anglais (*Annexes of the English Section*).