

INFORMATION MEMORANDUM

14 January 2020



INTESA SANPAOLO BANK IRELAND p.l.c.

INTESA SANPAOLO BANK LUXEMBOURG, *SOCIÉTÉ ANONYME*

(each an Issuer and together, the Issuers)

Name of the Programme	Intesa Sanpaolo Bank Ireland p.l.c. and Intesa Sanpaolo Bank Luxembourg, <i>société anonyme</i> Guaranteed Euro-Commercial Paper and Certificate of Deposit Programme
Type of the Programme	Multi-Issuer Global Guaranteed Euro-Commercial Paper and Certificate of Deposit Programme
Maximum Amount of the Programme	€30,000,000,000
Guarantor	Intesa Sanpaolo S.p.A.
Rating(s)	Rated Moody's Investors Service Limited (Moody's) S&P Global Ratings Europe Limited (S&P) Fitch Ratings (Fitch) DBRS Ratings GmbH (DBRS)
Arrangers	Intesa Sanpaolo Bank Ireland p.l.c. Intesa Sanpaolo S.p.A.
Issuing and Paying Agent	The Bank of New York Mellon
Dealers	Barclays BofA Securities Citigroup Credit Suisse Goldman Sachs International ING Intesa Sanpaolo S.p.A. NatWest Markets N.V. NatWest Markets Plc UBS Investment Bank
Listing:	Irish Stock Exchange plc trading as Euronext Dublin (Euronext Dublin)
Date of signature of the Information Memorandum	14 January 2020

CERTAIN DEFINITIONS

The Guarantor is the surviving entity from the merger between Banca Intesa S.p.A. and Sanpaolo IMI S.p.A., which was completed with effect from 1 January 2007. Pursuant to the merger, Sanpaolo IMI S.p.A. merged by incorporation into Banca Intesa S.p.A. which, upon completion of the merger, changed its name to Intesa Sanpaolo S.p.A. Accordingly, in this Information Memorandum:

- (a) references to the **Guarantor** and to **Intesa Sanpaolo** are to Intesa Sanpaolo S.p.A. in respect of the period since 1 January 2007 and references to the **Intesa Sanpaolo Group** or the **Group** are to the Guarantor and its subsidiaries in respect of the same period;
- (b) references to **Banca Intesa** or **Intesa** are to Banca Intesa S.p.A. in respect of the period prior to 1 January 2007 and references to the **Banca Intesa Group** are to Banca Intesa and its subsidiaries in respect of the same period; and
- (c) references to **Sanpaolo IMI** are to Sanpaolo IMI S.p.A. in respect of the period from 1 January 2007 and references to **Sanpaolo IMI Group** are to Sanpaolo IMI and its subsidiaries in respect of the same period.

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IMPORTANT NOTICE

This Information Memorandum (together with any supplementary information memorandum and information incorporated herein by reference, the **Information Memorandum**) replaces and supersedes the information memorandum originally dated 3 July 2017.

This Information Memorandum contains summary information provided by INTESA SANPAOLO BANK IRELAND p.l.c. and INTESA SANPAOLO BANK LUXEMBOURG, *société anonyme* (formerly Société Européenne de Banque, *société anonyme*) (each an **Issuer** and together, the **Issuers**) and INTESA SANPAOLO S.p.A. (the **Guarantor**) in connection with a guaranteed euro-commercial paper and certificate of deposit programme (the **Programme**) under which the Issuers may issue and have outstanding at any time euro-commercial paper notes (the **Notes**) and/or certificates of deposit (the **Certificates of Deposit** or **CDs** and, together with the Notes, the **Instruments**) up to a maximum aggregate amount of €30,000,000,000 or its equivalent in alternative currencies. Under the Programme, the Issuers may issue Instruments outside the United States pursuant to Regulation S (**Regulation S**) of the United States Securities Act of 1933, as amended (the **Securities Act**). The Issuers and the Guarantor have, pursuant to a dealership agreement (such dealership agreement as modified and/or supplemented and/or restated from time to time, the **Dealership Agreement**) dated 14 January 2020, appointed Bank of America Merrill Lynch International DAC, Barclays Bank Ireland PLC, Barclays Bank PLC, Citigroup Global Markets Europe AG, Citigroup Global Markets Limited, Credit Suisse Securities (Europe) Limited, Credit Suisse Securities Sociedad de Valores S.A., Goldman Sachs International, ING Bank N.V., Intesa Sanpaolo S.p.A., NatWest Markets N.V., NatWest Markets Plc and UBS AG London Branch as dealers for the Instruments (the **Dealers**) and authorised and requested the Dealers to circulate the Information Memorandum in connection with the Programme on their behalf to purchasers or potential purchasers of the Instruments. The Instruments will have the benefit of a guarantee by the Guarantor (the **Guarantee**), the terms of which are contained in the Deed Polls in respect of the Notes and Certificates of Deposit respectively dated 9 March 2011. The text of the Guarantee is reproduced under the section headed "Form of the Guarantee for the Instruments".

This Information Memorandum comprises listing particulars for the purposes of the application to The Irish Stock Exchange plc trading as Euronext Dublin (**Euronext Dublin**) and has been approved by Euronext Dublin. The approval by Euronext Dublin relates only to Instruments that are admitted to the official list of Euronext Dublin (the **Official List**) and to trading on its regulated market. Application has been made to Euronext Dublin for Instruments to be admitted to the Official List and to trading on Euronext Dublin's regulated market. The Programme provides that Instruments may be listed or admitted to trading, as the case may be, on such other or further stock exchange(s) or markets as may be agreed between the relevant Issuer, the Guarantor and the relevant Dealer. References in this Information Memorandum to the Instruments being **listed** shall be construed accordingly. Each Issuer may also issue unlisted Instruments and/or Instruments not admitted to trading on any market.

This Programme has been submitted to the STEP Secretariat in order to apply for the STEP label. The status of STEP compliance of this Programme can be checked on the STEP Market website (www.stepmarket.org).

Each of the Issuers and the Guarantor have confirmed to the Dealers that the information contained or incorporated by reference in the Information Memorandum is true and accurate in all material respects and not misleading and that there are no other facts the omission of which makes the Information Memorandum as a whole or any such information contained or incorporated by reference therein misleading.

Neither the Issuers, the Guarantor nor the Dealers accept any responsibility, express or implied, for updating the Information Memorandum and neither the delivery of the Information Memorandum nor any offer or sale made on the basis of the information in the Information Memorandum shall under any circumstances create any implication that the Information Memorandum is accurate at any time subsequent to the date thereof

with respect to the Issuers or the Guarantor or that there has been no change in the business, financial condition or affairs of the Issuers or the Guarantor since the date thereof.

No person is authorised by the Issuers or the Guarantor to give any information or to make any representation not contained in the Information Memorandum and any information or representation not contained therein must not be relied upon as having been authorised.

The Dealers have not independently verified the information contained in the Information Memorandum. Accordingly, no representation or warranty or undertaking (express or implied) is made, and no responsibility or liability is accepted, by the Dealers as to the authenticity, origin, validity, accuracy or completeness of, or any errors in or omissions from, any information or statement contained in the Information Memorandum or in or from any accompanying or subsequent material or presentation.

The information contained in the Information Memorandum is not and should not be construed as a recommendation by the Dealers, the Issuers or the Guarantor that any recipient should purchase Instruments. Each such recipient must make, and shall be deemed to have made, its own independent assessment and investigation of the financial condition, affairs and creditworthiness of each Issuer and the Guarantor and of the Programme as it may deem necessary and must base any investment decision upon such independent assessment and investigation and not on the Information Memorandum.

The Dealers do not undertake to review the business or financial condition or affairs of the Issuers or the Guarantor during the life of the Programme, nor do they undertake to advise any recipient of the Information Memorandum of any information or change in such information coming to any Dealer's attention.

The Dealers do not accept any liability in relation to this Information Memorandum or its distribution by any other person. This Information Memorandum does not, and is not intended to, constitute an offer or invitation to any person to purchase Instruments. The distribution of this Information Memorandum and the offering for sale of Instruments or any interest in such Instruments or any rights in respect of such Instruments, in certain jurisdictions, may be restricted by law. Persons obtaining this Information Memorandum or any Instruments or any interest in such Instruments or any rights in respect of such Instruments are required by the Issuers, the Guarantor and the Dealers to inform themselves about and to observe any such restrictions. In particular, but without limitation, such persons are required to comply with the restrictions on offers or sales of Instruments and on distribution of this Information Memorandum and other information in relation to the Instruments, the Issuers and the Guarantor set out under "Selling Restrictions" below.

THE INSTRUMENTS AND THE GUARANTEE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT AND, SUBJECT TO CERTAIN EXCEPTIONS, MAY NOT BE OFFERED, SOLD OR DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S).

A communication of an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the **FSMA**)) received in connection with the issue or sale of any Instruments will only be made in circumstances in which Section 21(1) of the FSMA does not apply to the Issuers or the Guarantor.

IMPORTANT – EEA RETAIL INVESTORS - If the Contractual Terms in respect of any Series specifies "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", the Instruments in that Series are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); (ii) a customer within the meaning of Directive (EU) 2016/97, 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 **PRIIPs Regulation**) for offering or selling the Instruments or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Instruments or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPS Regulation.

MiFID II PRODUCT GOVERNANCE

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.

Irish tax considerations

The following information is of a general nature only and is based on the laws presently in force in Ireland, though it is not intended to be, nor should it be construed to be, legal or tax advice. The information contained within this section is limited to Irish withholding tax issues and prospective investors in the Notes and CDs should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Irish tax law, to which they may be subject.

Withholding Tax

Under Irish law, there is no obligation on any person to deduct any amount on account of Irish tax from payments made on Notes or CDs issued by Intesa Sanpaolo Bank Ireland p.l.c. for as long as such Notes and CDs are issued in denominations not less than the Minimum Denomination and have a Maturity of less than 2 years and are held in Euroclear or Clearstream, Luxembourg or any other clearing system that is recognised for Irish tax purposes, or separately, where such Notes or CDs are listed on Euronext Dublin and are held in Euroclear or Clearstream, Luxembourg or any other clearing system that is recognised for Irish tax purposes.

Encashment Tax

Notes or CDs issued by Intesa Sanpaolo Bank Luxembourg, *société anonyme* may be within the charge to Irish encashment tax. Encashment tax may also arise in respect of Notes or CDs issued by Intesa Sanpaolo Bank Ireland p.l.c. that constitute quoted Eurobonds. A Note or CD will be a quoted Eurobond if it is quoted on a recognised stock exchange and carries a right to interest. In each case the charge to Irish encashment tax will apply where interest payments are made by an agent of the Issuer in Ireland or where collected or realised by an agent in Ireland on behalf of a holder of the Note or CD, as the case may be, unless the person beneficially owning the Note or CD, as the case may be, and entitled to the interest thereon is not resident in Ireland for Irish tax purposes, has provided a declaration in the prescribed form and the income is interest not deemed, under the provisions of Irish tax law, to be the income of another person that is resident in Ireland for Irish tax purposes. Where interest payments are made, collected and otherwise realised only by or through agents outside Ireland, no Irish encashment tax arises. Encashment tax, where applicable, will arise at the standard rate of income tax (currently 20 per cent.).

Luxembourg tax considerations

The following information is of a general nature only and is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. The information contained within this section is limited to Luxembourg withholding tax issues and prospective investors in the Notes and CDs should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a withholding tax or a tax of a similar nature, or to any other concepts, refers to Luxembourg tax law and/or concepts only.

Withholding Tax

Non-resident holders of Notes and CDs

Under Luxembourg general tax laws currently in force, there is no withholding tax on payments of principal, premium or interest made to non-resident holders of Notes and CDs, nor on accrued but unpaid interest in respect of the Notes and CDs, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Notes and CDs held by non-resident holders of Notes and CDs.

Resident holders of Notes and CDs

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005 as amended (the **Relibi Law**) mentioned below, there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders of Notes and CDs, nor on accrued but unpaid interest in respect of Notes and CDs, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Notes and CDs held by Luxembourg resident holders of Notes and CDs.

Under the Relibi Law payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to an individual beneficial owner who is a resident of Luxembourg will be subject to a withholding tax of 20 per cent. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payments of interest under the Notes and CDs coming within the scope of the Relibi Law will be subject to a withholding tax at a rate of 20 per cent.

Interpretation

In the Information Memorandum, references to **euro** and **€** refer to the single currency of participating member states of the European Union; references to **Sterling** and **£** are to pounds sterling; and references to **U.S. Dollars** and **U.S.\$** are to United States dollars.

Where the Information Memorandum refers to the provisions of any other document, such reference should not be relied upon and the document must be referred to for its full effect.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents, which have been previously published or are being published simultaneously with this Information Memorandum and have been approved and filed with Euronext Dublin, are incorporated in, and form part of, this Information Memorandum:

- (a) the audited consolidated annual financial statements of the Intesa Sanpaolo Group as at and for the year ended 31 December 2017, as shown in the Intesa Sanpaolo Group 2017 Annual Report;
- (b) the audited consolidated annual financial statements of the Intesa Sanpaolo Group as at and for the year ended 31 December 2018, as shown in the Intesa Sanpaolo Group 2018 Annual Report;
- (c) the unaudited condensed consolidated half-yearly financial statements of the Intesa Sanpaolo Group as at and for the six months ended 30 June 2019, as shown in the Intesa Sanpaolo Group 2019 Half-yearly Report;
- (d) the unaudited condensed consolidated interim financial statements of the Intesa Sanpaolo Group as at and for the nine months ended 30 September 2019, as shown in the Intesa Sanpaolo Group 2019 Interim 3rd Quarter Report;
- (e) the audited annual financial statements of Intesa Sanpaolo Bank Ireland p.l.c. as at and for the year ended 31 December 2017 as shown in the Intesa Sanpaolo Bank Ireland p.l.c. 2017 Annual Report;
- (f) the audited annual financial statements of Intesa Sanpaolo Bank Ireland p.l.c. as at and for the year ended 31 December 2018, as shown in the Intesa Sanpaolo Bank Ireland p.l.c. 2018 Annual Report;
- (g) the unaudited half-yearly financial information of Intesa Sanpaolo Bank Ireland p.l.c. as at and for the six months ended 30 June 2019, as shown in the 2019 half-yearly report of Intesa Sanpaolo Bank Ireland p.l.c.;
- (h) the audited annual financial statements of Intesa Sanpaolo Bank Luxembourg, *société anonyme* as at and for the year ended 31 December 2017;
- (i) the audited annual financial statements of Intesa Sanpaolo Bank Luxembourg, *société anonyme* as at and for the year ended 31 December 2018;

in each case together with the accompanying notes and (where applicable) audit reports;

save that any statement contained in this Information Memorandum or in any of the documents incorporated by reference in, and forming part of, this Information Memorandum shall be deemed to be modified or superseded for the purpose of this Information Memorandum to the extent that a statement contained in any document subsequently incorporated by reference by way of a supplement modifies or supersedes such statement. Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Information Memorandum.

Any such supplement to this Information Memorandum will be subject to the approval of Euronext Dublin prior to its publication. For the avoidance of doubt, for so long as the STEP label is applied to the Programme, the Issuers and Guarantor shall prepare a new Information Memorandum instead of an amendment or supplement to this Information Memorandum in such circumstances, including every time there is a significant event which changes the substance of the Programme or the nature or quality of the credit risk carried by the Instruments issued under the Programme or as otherwise required in accordance with the provisions of the STEP Market Convention. Any such new information memorandum will be subject to the approval of Euronext Dublin prior to its publication and, for so long as a STEP label is applied

to the Programme, shall be submitted to the STEP Secretariat in accordance with the STEP Market Convention.

No website referred to in this Information Memorandum forms part of the document for the purposes of listing the Instruments on Euronext Dublin.

The Issuers will provide, without charge to each person to whom a copy of this Information Memorandum has been delivered, upon the request of such person, a copy of any or all the documents deemed to be incorporated by reference herein unless such documents have been modified or superseded as specified above, in which case the modified or superseded version of such document will be provided. Requests for such documents should be directed to the relevant Issuer at its offices set out at the end of this Information Memorandum. In addition such documents will be available, without charge, at the principal office of the Guarantor.

Except as provided above, no other information, including information on the websites of the Issuers and the Guarantor, is incorporated by reference in or forms part of this Information Memorandum.

DESCRIPTION OF THE PROGRAMME

Name of the Programme:	Intesa Sanpaolo Bank Ireland p.l.c. and Intesa Sanpaolo Bank Luxembourg, <i>société anonyme</i> Guaranteed Euro-Commercial Paper and Certificate of Deposit Programme.
Type of the Programme:	Global Guaranteed Euro-Commercial Paper and Certificate of Deposit Programme. Euro-Commercial Paper Notes, STEP compliant. CDs, STEP compliant.
Names of the Issuers:	Intesa Sanpaolo Bank Ireland p.l.c. Intesa Sanpaolo Bank Luxembourg, <i>société anonyme</i>
Type of Issuers:	Monetary financial institutions.
Purpose of the Programme:	The net proceeds from the sale of the Instruments will be applied for general funding purposes.
Maximum amount of the Programme:	The outstanding principal amount of the Instruments will not exceed €30,000,000,000 (or its equivalent in other currencies) at any time. The Maximum Amount may be increased from time to time in accordance with the Dealership Agreement.
Contact Details:	Intesa Sanpaolo Bank Ireland p.l.c.: Email: davide.demarco@intesasnpaolo.com Telephone: +353 1 672 6720 Intesa Sanpaolo Bank Luxembourg, société anonyme: Email: contact@intesasnpaololux.com Telephone: +352 4614111
Additional Information on the Programme:	<i>ECB collateral eligibility</i> Euronext Dublin is an accepted regulated market for collateral purposes in credit operations of the Eurosystem. The Instruments issued in the NGN form are intended to be held in a manner which will allow Eurosystem eligibility (unless otherwise specified in the relevant Contractual Terms). In such case the Instruments are intended upon issue to be deposited with a Common Safekeeper which however does not necessarily mean that the Instruments will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria. The Governing Council of the European Central Bank (ECB) has deemed

that the NGN arrangement for international debt securities is in compliance with the Eurosystem's "Standards for the use of EU securities settlement systems in ESCB credit operations" (<http://www.ecb.europa.eu/paym/coll/standards/>), provided that the respective NGN is held for safekeeping by an institution that has been positively assessed against these standards by the Eurosystem.

The NGN arrangement, designed by the two international central securities depositories (ICSDs), Euroclear and Clearstream, Luxembourg, together with other market participants, has been offered by the ICSDs since 30 June 2006. It can be used for issues of international debt securities in global bearer note form. Under this structure, a securities issue will be represented by a new form of global bearer certificate: the NGN. Under the terms of the NGN, the legally relevant record of the indebtedness of the issuer is maintained by the ICSDs. The ICSDs will enter into a direct contractual relationship with each issuer. In order to be eligible as collateral for Eurosystem operations, an NGN will have to be held for safekeeping by one of the ICSDs, i.e. an entity that has been positively assessed by the Eurosystem. Further information about the NGN arrangement can be obtained from the websites of the ICSDs.

In accordance with the above, international debt securities in global bearer form issued through the ICSDs since 31 December 2006 will only be eligible as collateral for Eurosystem operations if the NGN form is used.

Auditors of the Issuers who have audited the accounts of the Issuers' annual report:

KPMG Chartered Accountants have audited the annual financial statements of Intesa Sanpaolo Bank Ireland p.l.c.

KPMG Luxembourg, Cabinet de révision agréé have audited the annual financial statements of Intesa Sanpaolo Bank Luxembourg, *société anonyme*.

Information on euro-commercial paper notes (the Notes)

Characteristics and form of the Notes:

Form of the Notes:

The Notes will be in bearer form. The Notes will initially be in global form (the **Global Note**). The Global Note will be exchangeable into definitive notes (**Definitive Notes**) only in the circumstances set out in that Global Note.

Delivery of the Global Note:

If the Notes which are represented by a Global Note are intended to be issued in New Global Note (NGN) form, as stated in the applicable terms and conditions of the Notes set out in the Global Notes, they will be delivered on or prior to the issue date of such Notes to a common safekeeper (the **Common Safekeeper**) for Euroclear Bank S.A./N.V. (**Euroclear**) and Clearstream Banking S.A. (**Clearstream, Luxembourg**).

If the Global Notes are not intended to be issued in NGN form, they will be deposited on or prior to the issue date with a common depository (the **Common Depository**) for Euroclear and Clearstream, Luxembourg or any other recognised clearing system.

Account holders will, in respect of the Global Notes, have the benefit of a Deed of Covenant dated 9 March 2011 from either Intesa Sanpaolo Bank Ireland p.l.c. or Intesa Sanpaolo Bank Luxembourg, *société anonyme* (formerly Société Européenne de Banque, *société anonyme*), as applicable (the **Deed of Covenant**), copies of which may be inspected during normal business hours at the specified office of the Issuing and Paying Agent. Definitive Notes (if any are printed) will be available in London for collection or for delivery to Euroclear, Clearstream, Luxembourg or any other recognised clearing system.

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

Yield basis:

The Notes may be issued at a discount or at a premium and may bear fixed or floating rate interest.

Currencies of issue of the Notes:

The Notes may be denominated in Euro, U.S. Dollars or any other currency subject to compliance with any applicable legal and regulatory requirements.

Maturity of the Notes:

The tenor of the Notes shall be not less than one day or more than 364 days from and including the date of issue subject to compliance with any applicable legal and regulatory requirements. The relevant Issuer, the relevant Dealer and the Issuing and Paying Agent may agree to a longer period, subject to compliance with any applicable legal and regulatory requirements and subject to any necessary amendments to this Information Memorandum or any other documents relating to the Programme.

Redemption:

Each Note will be redeemed at its redemption amount on the date specified thereon.

Early Redemption at the option of the Noteholder:

The Notes may, if so specified thereon, be subject to early redemption at the option of the Noteholder.

Acknowledgment of Bail-in Power

Under the terms of the Notes the Noteholders acknowledge that the amounts due arising under the Notes may be subject to the exercise of Italian, Irish or Luxembourg Bail-in Powers by the Relevant Authority.

Minimum issuance amount:	€500,000 or U.S.\$500,000 (or the equivalent in any other currency, see "Minimum denomination of the Notes" below).
Minimum denomination of the Notes:	The Notes may have any denomination, subject to compliance with any applicable legal and regulatory requirements. The initial minimum denominations for the Notes are €500,000 or U.S.\$500,000. The minimum denomination of the Notes denominated in currencies other than euro and U.S. Dollars will be €500,000 (determined by reference to the relevant spot rate of exchange on the date of this Information Memorandum) and otherwise in accordance with any applicable legal and regulatory requirements. If the proceeds are accepted in the United Kingdom, the minimum denomination shall be €500,000 (determined as above), provided such amount is not less than £100,000 (or the equivalent in any other currency). Minimum denominations may be changed from time to time.
Status of the Notes:	The relevant Issuer's obligations under the Notes will rank at least <i>pari passu</i> with all present and future unsecured and unsubordinated obligations of that Issuer other than obligations mandatorily preferred by law applying to companies generally.
Governing law applicable to the Notes:	The Notes and any non-contractual obligations arising out of or in connection therewith will be governed by and construed in accordance with English law. The provisions of articles 470-3 to 470-19 of the Luxembourg law of 10 August 1915 on commercial companies, as amended, shall not apply.
Listing:	Application has been made to Euronext Dublin for the Notes to be admitted to the Official List and to trading on Euronext Dublin's regulated market up to the expiry of 12 months from the date of this Information Memorandum. The Programme provides that Notes may be listed or admitted to trading, as the case may be, on such other or further stock exchange(s) or markets as may be agreed between the relevant Issuer, the Guarantor and the relevant Dealer. The Issuers may also issue unlisted Notes and/or Notes not admitted to trading on any market.
Settlement system:	Euroclear and Clearstream, Luxembourg.
Ratings of the Programme:	Yes. The Programme has been rated P-2 by Moody's, A-2 by S&P, F2 by Fitch, and R-1 (low) by DBRS. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the relevant rating agency.
Guarantor:	Intesa Sanpaolo S.p.A. The Notes have the benefit of the Guarantee contained in the Deed Poll in respect of the Notes dated 9 March 2011 and made between the Guarantor and each Issuer. The text of the Guarantee is reproduced under the section headed "Form of the Guarantee for the Instruments".

The Guarantor's obligations under the Guarantee rank and will rank at least *pari passu* with all present and future unsecured and unsubordinated obligations of the Guarantor other than obligations mandatorily preferred by law applying to companies generally.

The Guarantee relating to the Notes, and any non-contractual obligations arising out of or in connection therewith, will be governed by and construed in accordance with English law.

Issuing and Paying Agent:	The Bank of New York Mellon.
Arrangers:	Intesa Sanpaolo Bank Ireland p.l.c. and Intesa Sanpaolo S.p.A.
Dealers:	Bank of America Merrill Lynch International DAC, Barclays Bank Ireland PLC, Barclays Bank PLC, Citigroup Global Markets Europe AG, Citigroup Global Markets Limited, Credit Suisse Securities (Europe) Limited, Credit Suisse Securities Sociedad de Valores S.A., Goldman Sachs International, ING Bank N.V., Intesa Sanpaolo S.p.A., NatWest Markets N.V., NatWest Markets Plc and UBS AG London Branch. The Issuers and the Guarantor may also place Instruments issued under the Programme.
Selling restrictions:	Offers and sales of the Notes and the distribution of this Information Memorandum and other information relating to the Issuers, the Guarantor and the Notes are subject to certain restrictions, details of which are set out under "Selling Restrictions" below.
Taxes:	Subject to the limitations and exceptions set out in the Notes and the Guarantee relating to the Notes, all payments under the Notes and the Guarantee relating to the Notes will be made free and clear of withholding for any taxes imposed by the jurisdiction of incorporation of the relevant Issuer and the Guarantor (being, as of the date hereof, Ireland/Luxembourg and Italy respectively), provided that the Notes satisfy the €500,000 (or equivalent) minimum denomination requirement, the Notes have a maturity of less than two years from the date of issue and the Notes are cleared through Euroclear or Clearstream (or any other clearing system recognised for these purposes by the Irish Revenue Commissioners).
Involvement of national authorities:	Not relevant.
Additional Information:	<p><i>Remuneration:</i></p> <p>The Notes will be interest bearing or discounted as specified in the Global Note applicable to the relevant Notes. Interest bearing Notes will pay interest at such rates and on such dates as may be agreed between the relevant Issuer and the relevant Dealer(s). Discounted Notes will be offered and sold at a discount to their nominal amount and will not bear interest</p> <p><i>Notices:</i></p>

If the Notes have been admitted to listing on the Official List of Euronext Dublin and to trading on the regulated market of Euronext Dublin (and/or have been admitted to listing, trading and/or quotation on any other listing authority, stock exchange and/or quotation system), all notices required to be published concerning such Notes shall be published in accordance with the requirements of Euronext Dublin (and/or of the relevant listing authority, stock exchange and/or quotation system). The relevant Issuer may, in lieu of such publication and if so permitted by the rules of Euronext Dublin, deliver all such notices to the relevant Clearing System(s) or publish such notices by any other means acceptable to Euronext Dublin.

Information on the CDs

Characteristics and form of the CDs:

Form of the CDs:

The CDs will be in bearer form. The CDs will initially be in global form (the **Global CD**). The Global CD will be exchangeable into definitive CDs (**Definitive CDs**) only in the circumstances set out in that Global CD.

Delivery of the Global CD:

If the CDs which are represented by a Global CD are intended to be issued in New Global Note (**NGN**) form, as stated in the applicable terms and conditions of the CDs set out in the Global CDs, they will be delivered on or prior to the issue date of such Instruments to a Common Safekeeper for Euroclear and Clearstream, Luxembourg.

If the Global CDs are not intended to be issued in NGN form, they will be deposited on or prior to the issue date with a Common Depository for Euroclear and Clearstream, Luxembourg or any other recognised clearing system.

Account holders will, in respect of the Global CDs, have the benefit of a Deed of Covenant dated 9 March 2011 from either Intesa Sanpaolo Bank Ireland p.l.c. or Intesa Sanpaolo Bank Luxembourg, *société anonyme*, as applicable (the **Deed of Covenant**), copies of which may be inspected during normal business hours at the specified office of the Issuing and Paying Agent. Definitive CDs (if any are printed) will be available in London for collection by or for delivery to Euroclear, Clearstream, Luxembourg or any other recognised clearing system.

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

Yield basis:

The CDs may be issued at a discount or at a premium and may bear fixed or floating rate interest.

Currencies of issue of the

The CDs may be denominated in euro, U.S. Dollars or any other currency

CDs: subject to compliance with any applicable legal and regulatory requirements.

Maturity of the CDs: The tenor of the CDs shall be not less than one day or more than 364 days from and including the date of issue, in each case subject to compliance with any applicable legal and regulatory requirements. The relevant Issuer, the relevant Dealer and the Issuing and Paying Agent may agree to a longer period, subject to compliance with any applicable legal and regulatory requirements and subject to any necessary amendments to this Information Memorandum or any other documents relating to the Programme.

Redemption:

Each CD will be redeemed at its redemption amount on the date specified thereon.

Early Redemption at the option of the holder of a CD:

The CDs may, if so specified thereon, be subject to early redemption at the option of the holder of a CD.

Acknowledgment of Bail-in Power

Under the terms of the CDs the holders of a CD acknowledge that the amounts due arising under the CDs may be subject to the exercise of Italian, Irish or Luxembourg Bail-in Powers by the Relevant Authority.

Minimum issuance amount: €500,000 or U.S.\$500,000 (or the equivalent in any other currency, see "Minimum denomination of the CDs" below).

Minimum denomination of the CDs: The CDs may have any denomination, subject to compliance with any applicable legal and regulatory requirements. The initial minimum denominations for the CDs are €500,000 or U.S.\$500,000. The minimum denominations of the CDs denominated in currencies other than euro and U.S. Dollars will be €500,000 (determined by reference to the relevant spot rate of exchange on the date of this Information Memorandum) and otherwise in accordance with any applicable legal and regulatory requirements. If the proceeds are accepted in the United Kingdom, the minimum denomination shall be €500,000 (determined as above) provided such amount is not less than £100,000 (or the equivalent in any other currency). Minimum denominations may be changed from time to time.

Status of the CDs: The relevant Issuer's obligations under the CDs will rank at least *pari passu* with all present and future unsecured and unsubordinated obligations of that Issuer other than obligations mandatorily preferred by law applying to companies generally.

Governing law applicable to the CDs: The CDs and any non-contractual obligations arising out of or in connection therewith will be governed by and construed in accordance with English law. The provisions of articles 470-3 to 470-19 of the Luxembourg law of 10 August 1915 on commercial companies, as amended, shall not apply.

Listing:	Application has been made to Euronext Dublin for the CDs to be admitted to the Official List and to trading on Euronext Dublin's regulated market up to the expiry of 12 months from the date of this Information Memorandum. The Programme provides that CDs may be listed or admitted to trading, as the case may be, on such other or further stock exchange(s) or markets as may be agreed between the relevant Issuer, the Guarantor and the relevant Dealer. Each Issuer may also issue unlisted CDs and/or CDs not admitted to trading on any market.
Settlement system:	Euroclear and Clearstream, Luxembourg.
Ratings of the Programme:	Yes. The Programme has been rated P-2 by Moody's, A-2 by S&P, F2 by Fitch, and R-1 (low) by DBRS. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the relevant rating agency.
Guarantor:	Intesa Sanpaolo S.p.A. The CDs have the benefit of the Guarantee contained in the Deed Poll in respect of the Certificates of Deposit dated 9 March 2011 and made between the Guarantor and each Issuer. The text of the Guarantee is reproduced under the section headed "Form of the Guarantee for the Instruments". The Guarantor's obligations under the Guarantee relating to the CDs rank and will rank at least <i>pari passu</i> with all present and future unsecured and unsubordinated obligations of the Guarantor other than obligations mandatorily preferred by law applying to companies generally.
Issuing and Paying Agent:	The Bank of New York Mellon.
Arrangers:	Intesa Sanpaolo Bank Ireland p.l.c. and Intesa Sanpaolo S.p.A.
Dealers:	Bank of America Merrill Lynch International DAC, Barclays Bank Ireland PLC, Barclays Bank PLC, Citigroup Global Markets Europe AG, Citigroup Global Markets Limited, Credit Suisse Securities (Europe) Limited, Credit Suisse Securities Sociedad de Valores S.A., Goldman Sachs International, ING Bank N.V., Intesa Sanpaolo S.p.A., NatWest Markets N.V., NatWest Markets Plc and UBS AG London Branch. The Issuers and the Guarantor may also place Instruments issued under the Programme.
Selling restrictions:	Offers and sales of the CDs and the distribution of this Information Memorandum and other information relating to the Issuers, the Guarantor and the CDs are subject to certain restrictions, details of which are set out under "Selling Restrictions" below.
Taxes:	Subject to the limitations and exceptions set out in the CDs and the Guarantee relating to the CDs, all payments under the CDs and the

Guarantee relating to the CDs will be made free and clear of withholding for any taxes imposed by the jurisdiction of incorporation of the relevant Issuer and the Guarantor (being, as of the date hereof, Ireland/Luxembourg and Italy respectively), provided that the CDs satisfy the €500,000 (or equivalent) minimum denomination requirement, the CDs have a maturity of less than two years from the date of issue and the CDs are cleared through Euroclear or Clearstream (or any other clearing system recognised for these purposes by the Irish Revenue Commissioners).

Involvement of national authorities:

Not relevant.

Additional Information:

Remuneration:

The CDs will be interest bearing or discounted as specified in the Global CD applicable to the relevant CDs. Interest bearing CDs will pay interest at such rates and on such dates as may be agreed between the relevant Issuer and the relevant Dealer(s). Discounted CDs will be offered and sold at a discount to their nominal amount and will not bear interest

Notices:

If the CDs have been admitted to listing on the Official List of Euronext Dublin and to trading on the regulated market of Euronext Dublin (and/or have been admitted to listing, trading and/or quotation on any other listing authority, stock exchange and/or quotation system), all notices required to be published concerning such CDs shall be published in accordance with the requirements of Euronext Dublin (and/or of the relevant listing authority, stock exchange and/or quotation system). The relevant Issuer may, in lieu of such publication and if so permitted by the rules of Euronext Dublin, deliver all such notices to the relevant Clearing System(s) or publish such notices by any other means acceptable to Euronext Dublin.

DESCRIPTION OF INTESA SANPAOLO BANK IRELAND P.L.C.

Legal name:	Intesa Sanpaolo Bank Ireland p.l.c.
Legal form/status:	Intesa Sanpaolo Bank Ireland p.l.c. is a public limited company incorporated in Ireland.
Date of incorporation/establishment:	22 September 1987.
Registered office:	2nd Floor, International House, 3 Harbourmaster Place, IFSC, Dublin 1, D01 K8F1, Ireland; telephone number is +3531 672 6720.
Registration number, place of registration:	Intesa Sanpaolo Bank Ireland p.l.c. is registered with the Registrar of Companies in Dublin under registration number 125216.
Issuer's mission:	<p>As part of the Intesa Sanpaolo Corporate and Investment Banking Division, the Bank acts as a 'bridge' for Irish corporates and financial institutions seeking investment opportunities and partnerships internationally, specifically in Italy, as well as for Italian and international customers aiming to develop their activities in Ireland.</p> <p>The Bank supports customers with tailored solutions best suited to their short and medium term financial needs and offers a wide range of services including corporate banking, trade export finance, structured export finance, local-international payments and treasury products.</p>
Objects and summarised description of current activities:	<p>As a licensed bank, the principal areas of business of Intesa Sanpaolo Bank Ireland p.l.c. include:</p> <ul style="list-style-type: none">• International lending to corporate and credit institutions on a bilateral or syndicated basis;• Management of a portfolio of securities held for liquidity purposes;• Treasury activities;• Intra-group lending; and• Issuance of guarantees and transaction services. <p>Intesa Sanpaolo Bank Ireland p.l.c. operates in a number of countries and its credit exposures are widely diversified geographically, with an emphasis on Europe. Based on total assets as at 31 December 2018 Intesa Sanpaolo Bank Ireland p.l.c. is ranked the nineteenth largest bank in Ireland.¹</p>

¹ Source: The Irish Times Top 1,000 Companies, 2019.

On 2 October 1998, Intesa Sanpaolo Bank Ireland p.l.c. was granted a banking licence by the Central Bank of Ireland under section 9 of the Irish Central Bank Act 1971, which, in accordance with the Single Supervisory Mechanism (SSM) is, with effect from 4 November 2014, deemed to be an authorisation granted by the ECB under the SSM Regulation.

Intesa Sanpaolo Bank Ireland p.l.c. is a wholly owned subsidiary of the Guarantor and it has no active subsidiaries.

Share capital:

As at 31 December 2018, the authorised share capital of Intesa Sanpaolo Bank Ireland p.l.c. was €500,000,000, divided into 500,000,000 ordinary shares with a nominal value of €1 each, of which €400,500,000 were issued and paid up. Total equity of Intesa Sanpaolo Bank Ireland p.l.c., including issued share capital, amounted to €1,132.203 million. Further information can be found in the Annual Report of Intesa Sanpaolo Bank Ireland p.l.c. for the year ended 31 December 2018.

List of main shareholders:

Intesa Sanpaolo S.p.A.

Listing of the shares of Intesa Sanpaolo Bank Ireland p.l.c.:

Not applicable.

Board of Directors:

The current composition of the Board of Directors of Intesa Sanpaolo Bank Ireland p.l.c. is as follows:

Name, Title and Business Address:

Principal Activities outside Intesa Sanpaolo Bank Ireland p.l.c.:

Roberto Paoelli
Managing Director & CEO of
Intesa Sanpaolo Bank Ireland
p.l.c.
2nd Floor, International House
3 Harbourmaster Place, IFSC,
Dublin 1, D01 K8F1
Ireland

None

Richard Barkley
Chairman
40 Dodderbank
Milltown Bridge
Dublin 14
Ireland

Director of Tearfund Ireland
Director of Dodderbank Management CLG

Neil Copland
Castlefield Way
Castlefield Manor, Knocklion
Dublin 16
Ireland

Director of BNP Paribas Ireland
Director of BNP Paribas Prime Brokerage International Ltd

Andrea Faragalli Zenobi

Director of Intesa Sanpaolo Bank Luxembourg, S.A.

Via della Moscova, 44
20121 Milan
Italy

Director of Intesa Sanpaolo Brasil SA – Banco Multiplo

Director of N.U.O. CAPITAL S.A
Member of Comitato di Investimento del Fondo Atlante SEED Indaco
Venture Partners SGR
Member of Comitato Investitori di Charme II and Charme III
Montezemolo e Partners SGR Spa

Massimo Ciampolini
Intesa Sanpaolo SpA
Via Verdi, 11
20121 Milan
Italy

None

Daniela Migliasso
Intesa Sanpaolo SpA
Corso Inghilterra, 3
10138 Turin
Italy

None

John Bowden
7, Silveracre Avenue
Sarah Curran Avenue
Rathfarnham, Dublin 16
Ireland

None

The business address of each of the members of the Board of Directors listed above is 2nd Floor, International House, 3 Harbourmaster Place, IFSC, Dublin 1, D01 K8F1, Ireland.

Additional information on the Issuer:

Conflicts of interest:

Intesa Sanpaolo Bank Ireland p.l.c. is not aware of any potential conflicts of interest between the duties to Intesa Sanpaolo Bank Ireland p.l.c. of each of the members of the Board of Directors listed above and their respective private interests or other duties.

Auditors:

The annual financial statements of Intesa Sanpaolo Bank Ireland p.l.c. as at and for the years ended 31 December 2017 and 31 December 2018 incorporated by reference into this Information Memorandum were audited by KPMG Chartered Accountants, who are registered auditors with the Institute of Chartered Accountants in Ireland.

Accounting method:

Financial statements are prepared in accordance with International Financial Reporting Standards (**IFRS**) as adopted by the European Union, and with those parts of the Companies Acts, 1963 to 2009 and the European Communities (Credit Institutions: Accounts) Regulations, 1992, applicable to companies reporting under IFRS.

Accounting year: Starting on 1 January, ending on 31 December.

Fiscal year: Starting on 1 January, ending on 31 December.

**Other short-term programmes
of Intesa Sanpaolo Bank
Ireland p.l.c.:** None.

Rating/s of the Issuer: Not Applicable

DESCRIPTION OF INTESA SANPAOLO BANK LUXEMBOURG, *SOCIÉTÉ ANONYME*

Legal name:	Intesa Sanpaolo Bank Luxembourg, <i>société anonyme</i>
History and Legal form/status:	Intesa Sanpaolo Bank Luxembourg, <i>société anonyme</i> is a public limited liability company (<i>société anonyme</i>) incorporated for an unlimited duration under the laws of the Grand Duchy of Luxembourg. As a fully licensed bank in Luxembourg, Intesa Sanpaolo Bank Luxembourg, <i>société anonyme</i> is supervised by the Luxembourg Financial Sector Supervisory Commission (<i>Commission de Surveillance du Secteur Financier (CSSF)</i>) and as a significant credit institution is also subject to the prudential supervision of the European Central Bank as per EU Regulations 575/2013 and 1024/2013.
Date of incorporation/establishment:	<p>2 June 1976, originally under the name Société Européenne de Banque S.A., changing name to Intesa Sanpaolo Bank Luxembourg, <i>société anonyme</i> further to a decision of an extraordinary shareholder meeting on 5 October 2015.</p> <p>Incorporation of assets and liabilities of Banca Intesa International S.A., Luxembourg and Sanpaolo Bank S.A., Luxembourg.</p> <p>In the context of successive group concentrations Intesa Sanpaolo Bank Luxembourg, <i>société anonyme</i> incorporated:</p> <p>with effect from 1 January 2002, all assets and liabilities of Banca Intesa International S.A., Luxembourg, and</p> <p>with effect from 7 July 2008, the non-investment fund assets and liabilities of Sanpaolo Bank S.A., Luxembourg.</p>
Registered office:	19-21 Boulevard Prince Henri, L-1724 Luxembourg, Grand Duchy of Luxembourg, telephone number is +352 4614111.
Registration number, place of registration:	<p>Intesa Sanpaolo Bank Luxembourg, <i>société anonyme</i> is registered with the Luxembourg trade and companies register (<i>Registre de commerce et des sociétés, Luxembourg</i>) under registration number B13859.</p> <p>Intesa Sanpaolo Bank Luxembourg, <i>société anonyme</i> holds a banking licence pursuant to Luxembourg law issued on 19 May 1976 under number 23906 by the Ministère des Classes Moyennes.</p>
Issuer's mission:	Intesa Sanpaolo Bank Luxembourg, <i>société anonyme</i> , is part of the Intesa Sanpaolo Corporate and Investment Banking Division, the Bank acts as the development pole for the group and for the group's customers in the Benelux area and beyond. Intesa Sanpaolo Bank Luxembourg, <i>société anonyme</i> , provides its customers with tailor-made investment opportunities, notably through its Wealth Management departments, and a wide range of other financial services, with a particular emphasis on corporate lending and trade financing.
Objects and summarised	As a licensed bank the principal areas of business of Intesa Sanpaolo

description of current activities: Bank Luxembourg, *société anonyme* include:

Private banking and wealth management;

Corporate banking;

International lending to corporate and credit institutions on a bilateral or syndicated basis;

Management of a portfolio of securities held for liquidity purposes and Treasury activities.

Intesa Sanpaolo Bank Luxembourg, *société anonyme's* credit exposures are widely diversified geographically, with an emphasis on Europe. Based on total assets as at 31 December 2018, Intesa Sanpaolo Bank Luxembourg, *société anonyme* is ranked the sixth largest bank in Luxembourg.²

Intesa Sanpaolo Bank Luxembourg, *société anonyme* currently has 177 employees.

Intesa Sanpaolo Bank Luxembourg, *société anonyme* operates through its head office in Luxembourg and through a branch established in Amsterdam on 1 February 2016.

Intesa Sanpaolo Bank Luxembourg, *société anonyme* currently has one active subsidiary, Lux Gest Asset Management S.A., a Luxembourg asset management company.

Share capital:

At 31 December 2018, authorised, issued and fully paid capital stood at €1,389,370,555.35. Total equity, including issued share capital and reserves in the standalone annual statement, stood at €2,382,222,033. Further information can be found in the Annual Report for the year ended 31 December 2018.

On 1 February 2016, the share capital of Intesa Sanpaolo Bank Luxembourg, *société anonyme* was increased by €4,279,308.01 (in addition to a share premium of €7,720,691.99) by a contribution in kind of the assets and liabilities of the former Amsterdam branch of the Guarantor, which were settled into a new branch of Intesa Sanpaolo Bank Luxembourg, *société anonyme* opened in Amsterdam, The Netherlands. As at 1 February 2016, the share capital of Intesa Sanpaolo Bank Luxembourg, *société anonyme* stood at €539,370,828.01. An extraordinary general shareholder's meeting of Intesa Sanpaolo Bank Luxembourg, *société anonyme*, was held on 22 September 2016 resolving, amongst others, to increase the company's share capital to the extent of €449,999,892.27 to raise it from its current amount of €539,370,828.01 to the amount of €989,370,720.28 by creation and issue of 1,445,911 new shares entirely subscribed by its majority shareholder Intesa Sanpaolo Holding International S.A., and to introduce an authorized share capital of €1,389,370,555.36, during a five years period

² Source: Luxemburger Wort, Classement des Banques 2019

ending 22 September 2021.

On 25 October 2017, the Board of directors resolved to increase the share capital of Intesa Sanpaolo Bank Luxembourg, *société anonyme* by an amount of €399.999.835,08 to raise it from its amount of €989.370.720,28 to the amount of €1.389.370.555,36 by creation and issue of 1.285.254 new shares without any nominal value. These new shares were all subscribed and fully paid off by the sole shareholder Intesa Sanpaolo Holding International S.A.

List of main shareholders: On 3 August 2017, the Guarantor sold to Intesa Sanpaolo Holding International S.A., which is fully controlled by the Guarantor its 0.43% of the share capital of Intesa Sanpaolo Bank Luxembourg, *société anonyme*. Therefore as from that date, Intesa Sanpaolo Holding International S.A. holds 100 % of the share capital of Intesa Sanpaolo Bank Luxembourg, *société anonyme*

Listing of the shares of Intesa Sanpaolo Bank Luxembourg, société anonyme: Not applicable.

Board of Directors: The current composition of the Board of Directors of Intesa Sanpaolo Bank Luxembourg, *société anonyme* is as follows:

Name and Title: Principal Activities outside Intesa Sanpaolo Bank Luxembourg, société anonyme:

Frédéric Genet
Chairman
Chairman of the Board of Banque Havilland
Director of Edify S.A.
Director of Paravranches S.A.
Director of SB Partners SIF SICAV S.A.
Director of International Bankers Club
Manager of FRGconsulting
Manager of GéVin Finances
Member of the investment committee of LLC RE
Board Member and audit and compliance committee member of ICBC (Europe)

Massimo Torchiana
CEO
Chairman of Lux Gest Asset Management S.A.
Director of Banca Intesa Russia
Board member of the ABBL

Paul Helminger
Chairman of the Board of Directors of Luxair S.A.
Chairman of the Board of Directors of Cargolux Airlines International S.A.
Director of Intesa Sanpaolo Holding International S.A.
Director of Eurizon Capital S.A.
Director of Intesa Sanpaolo House Immo S.A.
Director of Intesa Sanpaolo Real Estate SA
Director of Intesa Sanpaolo Immobiliere SA
Director of Immobel Luxembourg S.A.

	<p>Director of Brasserie Nationale Bofferding SA Director of SnapSwap International S.A Director of Eurizon Alternative SICAV</p>
Arthur Philippe	<p>Deputy chairman of the Board of Directors of Intesa Sanpaolo Holding International S.A. Chairman of the Board and Chairman of the Audit Committee of Kieger (Luxembourg) S.A.</p>
Marco Antonio Bertotti	<p>Executive Director, Deputy Head of Intesa Sanpaolo S.p.A. Treasury Division</p>
Christian Schaack	<p>Director of Intesa Sanpaolo Holding International SA Member of the Supervisory Board and Member of the Audit Committee of Vseobecna Uverova Banka VUB a.s. Chairman of Intesa Sanpaolo Sec S.A. Director and Chairman of the risk committee of BIL, Banque Internationale à Luxembourg S.A. Director of Macaria Tinena SL Director of Intesa Sanpaolo Servitia S.A. Chairman of Atoz Foundation</p> <p>Director of Internaxx Bank S.A.(online brokerage Bank)</p>
Andrea Faragalli Zenobi	<p>Member of the Board of Directors of Intesa Sanpaolo Brasil S.A. - Banco Múltiplo Member of the Board of Directors of Intesa Sanpaolo Bank Ireland p.l.c. Member of the Board of Directors of N.U.O. CAPITAL S.A. Member of the Comitato di Investimento del Fondo Atlante SEED IMI Fondi Chiusuri Sgr – IMI Investimenti Member of Comitato Investitori di Charme II and Charme III Montezemolo e Partners SGR S.p.A.</p>
Adriana Saitta	<p>General Manager of Intesa Sanpaolo S.p.A., Paris Branch</p>
Gianluca Cugno	<p>Director of Banca Intesa Russia Director of Banca IMI Securities Head of International Department CIB of Intesa Sanpaolo S.p.A.</p>
Richard Zatta	<p>Head of Global Corporate Department of Intesa Sanpaolo S.p.A.</p>

The business address of each member of the Board of Directors listed above is 19-21 Boulevard Prince Henri, L-1724 Luxembourg, Grand Duchy of Luxembourg, except for Andrea Faragalli Zenobi whose business address is 6 Piazza della Scala, I-20121 Milan, Frédéric Genet whose business address is 22 Montée de la Pétrusse, L-2327 Luxembourg,

and Paul helminger whose business address is 55 rue Michel Rodange, L-2430 Luxembourg.

Additional information on the issuer:

Conflicts of interest:

Intesa Sanpaolo Bank Luxembourg, *société anonyme* is not aware of any potential conflicts of interest between the duties of each of the members of the Board of Directors listed above to Intesa Sanpaolo Bank Luxembourg, *société anonyme* and their private interests or other duties.

Auditors:

The approved statutory auditors (*réviseur d'entreprises agréé*) of Intesa Sanpaolo Bank Luxembourg, *société anonyme* are KPMG Luxembourg, Cabinet de révision agréé, who audited the annual financial statements of Intesa Sanpaolo Bank Luxembourg, *société anonyme*, without qualification, in accordance with generally accepted auditing standards in Luxembourg as at and for the years ended 31 December 2017 and 31 December 2018.

KPMG Luxembourg, a cooperative company (*société coopérative*) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 39, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg registered with the Luxembourg trade and companies register (Registre de commerce et des sociétés, Luxembourg) under number B149.133 and registered as a corporate body with the official table of company auditors drawn up by the Luxembourg Ministry of Justice and is a member of the Luxembourg Institute of Auditors (Institut des Réviseurs d'Entreprises), and is approved by the CSSF in the context of the law dated 18 December 2009 relating to the audit profession, as amended.

Accounting method:

Financial statements are prepared in accordance with International Financial Reporting Standards (**IFRS**) as adopted by the European Union.

Accounting year:

Starting on 1 January, ending on 31 December.

Fiscal year:

Starting on 1 January, ending on 31 December.

Other short-term programmes of Intesa Sanpaolo Bank Luxembourg, *société anonyme*:

None.

Rating/s of the Issuer:

Not Applicable

DESCRIPTION OF THE GUARANTOR

Legal name:	Intesa Sanpaolo S.p.A.
Legal form/status:	The Guarantor is a company limited by shares incorporated under the laws of Italy.
Date of incorporation/establishment:	10 October 1925.

The Guarantor is the result of the merger by incorporation of Sanpaolo IMI S.p.A. with and into Banca Intesa S.p.A. (effective 1 January 2007).

Banca Intesa S.p.A.

Banca Intesa S.p.A. was originally established in 1925 under the name of La Centrale and invested in the business of the production and distribution of electricity. After the nationalisation of companies in this sector in the early 1960s, the company changed its name to La Centrale Finanziaria Generale, acquiring equity investments in various companies in the banking, insurance and publishing sector. The company merged by incorporation with Nuovo Banco Ambrosiano in 1985 and assumed its name and constitutional objects. Following the acquisition of Cassa di Risparmio delle Provincie Lombarde S.p.A. (**Cariplo**) in January 1998 the Intesa Sanpaolo Group name was changed to Gruppo Banca Intesa. Then, in 2001, Banca Commerciale Italiana S.p.A. was merged into the Gruppo Banca Intesa and the group's name was changed to "Banca Intesa Banca Commerciale Italiana S.p.A.". On 1 January 2003, the corporate name was changed to "Banca Intesa S.p.A.".

Sanpaolo IMI S.p.A

Sanpaolo IMI S.p.A was formed in 1998 through the merger of Istituto Mobiliare Italiano S.p.A. (**IMI**) with and into Istituto Bancario San Paolo di Torino S.p.A. (**Sanpaolo**) –Sanpaolo originated from the "Compagnia di San Paolo" brotherhood, which was set up in 1563 to help the needy. The "Compagnia di San Paolo" began undertaking credit activities and progressively developed into a banking institution during the nineteenth century, becoming a public law credit institution (*Istituto di Credito di Diritto Pubblico*) in 1932. Between 1960 and 1990, Sanpaolo expanded its network nationwide through a number of acquisitions of local banks and medium-sized regional banks, ultimately reaching the level of a multifunctional group of national importance in 1991 after its acquisition of Crediop. On 31 December 1991, Sanpaolo became a stock corporation (*società per azioni*) with the name Istituto Bancario San Paolo di Torino Società per Azioni.

IMI was established as a public law entity in 1931 and during the 1980s it developed its specialist credit and investment banking services and, with Banca Fideuram, its professional asset management and financial

consultancy services. IMI became a stock corporation (*società per azioni*) in 1991.

The merger between Banca Intesa and Sanpaolo IMI and the creation of Intesa Sanpaolo S.p.A.

The boards of directors of Banca Intesa and Sanpaolo IMI unanimously approved the merger of Sanpaolo IMI into Banca Intesa on 12 October 2006 and the merger became effective on 1 January 2007. The surviving entity changed its name to Intesa Sanpaolo S.p.A., the parent company of the Intesa Sanpaolo Group.

Registered office:

Piazza San Carlo 156, 10121 Turin, Italy; telephone number is +39 0115551.

The Guarantor's secondary office is at Via Monte di Pietà 8, 20121 Milan, Italy.

Registration number, place of registration:

The Guarantor is registered with the Companies' Registry of Turin under registration number 00799960158. It is also registered on the National Register of Banks under no. 5361 and is the parent company of "Gruppo Intesa Sanpaolo".

Guarantor's mission:

Conscious of the value of our activity in Italy and abroad, the Guarantor promotes a style of growth that is attentive to financial strength and capital solidity, sustainable results and the creation of a process based on the trust deriving from customer and shareholder satisfaction, a sense of belonging on the part of our employees and close monitoring of the needs of the community and the local area.

Intesa Sanpaolo S.p.A. competes on the market with a sense of fair play and are ready to cooperate with other economic entities - both private and public - whenever necessary to reinforce the overall capacity for growth of the economies of the countries in which it operates.

Objects:

The objects of the Guarantor are deposit-taking and the carrying-on of all forms of lending activities, including through its subsidiaries. The Guarantor may also, in compliance with laws and regulations applicable from time to time and subject to obtaining the required authorisations, provide all banking and financial services, including the establishment and management of open-ended and closed-ended supplementary pension schemes, as well as the performance of any other transactions that are incidental to, or connected with, the achievement of its objects.

Summarised description of current activities:

The Intesa Sanpaolo Group is a provider of financial products and services to both households and businesses.

The Intesa Sanpaolo Group has 11.8 million customers and approximately 3,800 branches in Italy and a strategic international presence, with approximately 1,100 branches and 7.3 million customers comprising subsidiaries operating in commercial banking in 12 countries in Central Eastern Europe and Middle Eastern and North African areas.

The Intesa Sanpaolo Group operates through six divisions:

- The **Banca dei Territori Division**: focuses on the market and centrality of the territory for stronger relations with individuals, small and medium-sized businesses and non-profit entities. The division includes the activities in industrial credit, leasing and factoring and – through Banca 5 – in instant banking.
- The **Corporate and Investment Banking Division**: a global partner which supports, taking a medium-long term view, the balanced and sustainable development of corporates and financial institutions, both nationally and internationally. Its main activities include capital markets and investment banking carried out through Banca IMI. The division is present in 25 countries where it facilitates the cross-border activities of its customers through a specialist network made up of branches, representative offices and subsidiary banks focused on corporate banking. The division operates in the public finance sector as a global partner for public administration.
- The **International Subsidiary Banks Division**: includes the following commercial banking subsidiaries: Intesa Sanpaolo Bank Albania in Albania, Intesa Sanpaolo Banka Bosna i Hercegovina in Bosnia and Herzegovina, Privredna Banka Zagreb in Croatia, the Prague branch of VUB Banka in the Czech Republic, Bank of Alexandria in Egypt, Eximbank in Moldova, CIB Bank in Hungary, Intesa Sanpaolo Bank Romania in Romania, Banca Intesa Beograd in Serbia, VUB Banka in Slovakia, Intesa Sanpaolo Bank in Slovenia and Pravex Bank in Ukraine.
- The **Private Banking Division**: serves the customer segment consisting of Private clients and High Net Worth Individuals with the offering of products and services tailored for this segment. The division includes Fideuram - Intesa Sanpaolo Private Banking, with 5,902 private bankers.
- The **Asset Management Division**: asset management solutions targeted at the Group's customers, commercial networks outside the Group, and the institutional clientele. The division includes Eurizon with €260 billion of assets under management.

- The **Insurance Division**: insurance and pension products tailored for the Group's clients. The division includes Intesa Sanpaolo Vita, Intesa Sanpaolo Life, Fideuram Vita and Intesa Sanpaolo Assicura with direct deposits and technical reserves of €164 billion.

Share capital:

As at 11 September 2019 the Guarantor's issued and paid-up share capital amounted to €9,085,663,010.32 divided into 17,509,728,425 ordinary shares without nominal value.

The Issuers and the Guarantor are not aware of any arrangements currently in place, the operation of which may at a subsequent date result in a change of control of any of the Issuers and the Guarantor.

Principal shareholders:

As of 11 September 2019, the shareholder structure of the Guarantor is composed as follows (holders of shares exceeding 3 per cent.^{(*)(**)}). Such figures are updated based on the results from the register of shareholders and the latest communication received:

<u>Name of the shareholder</u>	<u>Ordinary shares</u>	<u>% of ordinary shares</u>
Compagnia di San Paolo	1,188,947,304	6.790%
Black Rock Inc. (***)	876,009,296	5.003%
Fondazione Cariplo	767,029,267	4.381%

(*) Shareholders that are fund management companies may be exempted from disclosure up to the 5% threshold.

(**) The aggregate investment of 6.952%, of which 1.941% with voting rights, disclosed by JPMorgan Chase & Co. in form 120 B updated as at 26 November 2018, has been recalculated in 6.951%, of which 2.674% with voting rights as disclosed in form 120 A dated 20 June 2019, due to the change in Intesa Sanpaolo's share capital of 26 November 2018 as a result of the merger by incorporation of Cassa dei Risparmi di Forlì e della Romagna. JPMorgan Chase & Co. made the original disclosure on 16 July 2018 (through form 120 B) in view of the positions held in relation to the issue of LECOIP 2.0 Certificates, having as underlying instruments Intesa Sanpaolo ordinary shares, that the Intesa Sanpaolo Group's employees received under the 2018-2021 LECOIP 2.0 Long-term Investment Plan based on financial instruments.

(***) Fund management

Listing of the shares of the Guarantor:

The Guarantor's shares are listed on the Mercato Telematico Azionario in Italy.

Board of Directors:

The composition of the Board of Directors of the Guarantor is as set out below:

<u>Director</u>	<u>Position</u>	<u>Principal activities outside the Guarantor</u>
Gian Maria Gros-Pietro	Chairman	Chairman of ASTM S.p.A.

Paolo Colombo ^(a)	Andrea	Deputy Chairpers on	Chairman of Colombo & Associati S.r.l.
Carlo Messina ^(*)		Managing Director and CEO	None
Bruno Picca		Director	None
Rossella (a)	Locatelli	Director	Chairman of Società per la Bonifica dei Terreni Ferraresi e per Imprese Agricole S.p.A. Member of the Supervisory Board of Darma SGR, a company in administrative compulsory liquidation Chairman of B.F. S.p.A.
Livia Pomodoro ^(a)		Director	None
Franco Ceruti		Director	Director of Intesa Sanpaolo Private Banking S.p.A. Chairman of Intesa Sanpaolo Expo Institutional Contact S.r.l.
Daniele (a)	Zamboni	Director	None
Maria (a)	Mazzarella	Director	None
Maria Zoppo ^(a)	Cristina	Director and Member of the Managem ent Control Committe e	Chairman of the Board of Statutory Auditors of Houghton Italia S.p.A. Chairman of the Board of Statutory Auditors of Schoeller Allibert S.p.A. Standing Statutory Auditor of Coopers &-Standard Automotive Italy S.p.A.
Milena Motta ^(a)	Teresa	Director and Member of the Managem ent Control Committe e	Chairman of the Board of Statutory Auditors of Trevi Finanziaria Industriale S.p.A. Director of Strategie & Innovazione S.r.l.
Luciano Nebbia		Director	Deputy Chairman of Equiter S.p.A.

			Director of Intesa Sanpaolo Casa S.p.A.
Maria Alessandra Stefanelli ^(a)	Director	None	
Guglielmo Weber ^(a)	Director	None	
Anna Gatti ^(a)	Director	Director of Rai Way S.p.A.	
			Director of Lastminute Group
Andrea Sironi ^{(#)(a)}	Director	Chairman of the Board of Borsa Italiana S.p.A.	
			Director of London Stock Exchange plc
			Chairman of the Board of London Stock Exchange Group Holding Italia S.p.A.
Fabrizio Mosca ^(a)	Director	Deputy Chairman of Mecplast S.r.l.	
			Standing Statutory Auditor of Bolaffi S.p.A.
			Chairman of the Board of Statutory Auditors of Aste Bolaffi S.p.A.
			Chairman of the Board of Statutory Auditors of Bolaffi Metalli Preziosi S.p.A.
			Standing Statutory Auditor of M. Marsiaj & C. S.r.l.
			Standing Statutory Auditor of Moncanino S.p.A.
Alberto Pisani ^(a)	Maria	Chairman of MCC	None
Corrado ^(##)	Gatti ^(a)	Director	Chairman of the Board of Statutory Auditors of Atlantia S.p.A.

(*) *Carlo Messina was appointed Managing Director and CEO by the Board of Directors on 2 May 2019. He is the only executive member on the Board.*

(a) *Meets the independence requirements pursuant to Article 13.4.3 of the Articles of Association, the Corporate Governance Code and Article 148, third paragraph, of Legislative Decree 24 February 1998 no. 58.*

(#) *Andrea Sironi was co-opted as a Director on 2 December 2019 replacing outgoing Director Giovanni Gorno Tempini*

(##) *On voluntary suspension effective 13 December 2019 and until 31 March 2020.*

The business address of each member of the Board of Directors is Intesa Sanpaolo S.p.A., Piazza San Carlo 156, 10121 Turin.

Additional information on the Guarantor:

Conflicts of interest:

As at the date of this Information Memorandum, no member of the Board of Directors of Intesa Sanpaolo is subject to potential conflicts of interest between their obligations arising out of their office or employment with the Guarantor or the Intesa Sanpaolo Group and any personal or other interests.

The Guarantor and its corporate bodies have adopted internal measures and procedures to guarantee compliance with the relevant regulation on board member conflict of interest. More specifically, the Guarantor manages conflicts of interest in accordance with the following provisions:

- Article 53 (Supervisory regulations) of the Legislative Decree No. 385 of 1st September, 1993, as amended (the Banking Law) and the relevant implementing regulations issued by the Bank of Italy, with particular reference to directors' personal interests and transactions with related parties;
- Article 136 (Duties of banking officers) of the Banking Law which must be applied by all the Italian banks of the Intesa Sanpaolo Group, including the Parent Company. This provision requires the adoption of a more thorough decision-making procedure (unanimous decision by the management body, excluding the vote of the interested member, and favourable vote of members of the control body) in order to allow the bank officers to contract obligations, directly or indirectly, with the bank of which they act as officers;
- Article 2391 of the Italian Civil Code (Directors' interests); and
- Article 2391-bis of the Italian Civil Code (Transactions with related parties).

The Guarantor and its corporate bodies have adopted internal measures and procedures to guarantee compliance with the abovementioned provisions.

For information on these procedures, see Part H (Information on compensation and transactions with related parties) of the Notes to the consolidated financial statements for 2018 of Intesa Sanpaolo Group.

Auditors:

The Guarantor's annual financial statements must be audited by external auditors appointed by the shareholders.

The external auditors, amongst other things, examine the Guarantor's annual financial statements and issue an opinion regarding whether the

Guarantor's annual financial statements comply with the Italian regulations governing their preparation (i.e. whether they are clearly stated and give a true and fair view of the financial position and results of the Intesa Sanpaolo Group). The auditors' opinion is made available to the Guarantor's shareholders prior to the annual general shareholders' meeting.

From 28 May 2012 the auditors of Intesa Sanpaolo are KPMG S.p.A. for the period 2012-2020. KPMG S.p.A. have audited Intesa Sanpaolo's consolidated annual financial statements, without qualification, in accordance with generally accepted auditing standards in Italy as at and for the years ended 31 December 2017 and 31 December 2018.

KPMG S.p.A. is a member of Assirevi, the Italian association of auditors, and is included in the register of certified auditors (Registro dei revisori legali) at the Ministry of Economy and Finance pursuant to Legislative decree no. 39/10 and established by Ministerial Decree no.145 of 2012.

Accounting method: The audited annual and unaudited half-yearly financial statements referred to above have been prepared in accordance with the accounting principles issued by the International Accounting Standards Board and the relative interpretations of the International Financial Reporting Interpretations Committee, otherwise known as International Financial Reporting Standards, as adopted by the European Union under Regulation (EC) 1606/2002 and subsequent updates included in UE endorsement regulations.

Accounting year: Not relevant.

Fiscal year: Not relevant.

Other short-term programmes of the Guarantor: Not relevant.

Rating/s of the Guarantor: The credit ratings assigned to the Guarantor are the following:

- “BBB” by Fitch Ratings;
- “Baa1” by Moody’s;
- “BBB” by S&P Global Ratings; and
- “BBB (high)” by DBRS Morningstar.

Legal Proceedings

Legal risks are thoroughly analysed by the parent company and Group companies. Provisions have been made to the allowances for risks and charges in the event of disputes for which it is probable that funds will be disbursed and where the amount of the disbursement may be reliably estimated.

Disputes relating to anatocism and other current account and credit facility conditions – For many years, this type of dispute has been a significant part of the civil disputes brought against the Italian banking industry and therefore also the Group banks. The overall economic impact of lawsuits in this area remains at insignificant level in absolute terms.

In 2016, Art. 120 of the Consolidated Law on Banking which governs the compounding of interest in banking transactions, was amended. Without prejudice to the requirement of the same frequency of calculation of the interest it was established that the frequency must not be “less than one year” with calculation at 31 December of each year and, in any event, at the end of the relationship) and that debt interest accrued could not in general give rise to interest other than arrears interest. In addition, for current account credit facilities and overdrafts it was established that:

- the debt interest is calculated at 31 December and becomes due on 1 March of the year after the year when it accrued; if the account is closed, the interest becomes due immediately;
- the customer can provide authorisation, also beforehand, for the interest to be charged to their account (and therefore for its compounding) when it becomes due; this authorisation can be revoked at any time, provided it is before the charge has been made.

The implementing resolution by the CICR was published in August 2016. It establishes, among other things, that the new regulations apply to interest accrued from 1 October 2016.

In February 2017, the Italian Antitrust Authority initiated proceedings against Intesa Sanpaolo for alleged unfair business practices involving, among other things, the methods used to request the above-mentioned authorisation from customers for the charging of the interest to the account.

The Authority completed the proceedings in October 2017, ruling that Intesa Sanpaolo had implemented an “aggressive” policy aimed at acquiring the authorisation, by soliciting the customers through various means of communications and without putting them in a position to consider the consequences of that choice in terms of the interest calculation on the compounded debt interest. As a result, the Authority issued a fine of €2 million against Intesa Sanpaolo. Intesa Sanpaolo has submitted an appeal with the Lazio Regional Administrative Court, on the grounds that the ruling was unfounded. The proceedings are still pending. No significant disputes have yet emerged specifically regarding the 2014-2016 legislation.

Disputes relating to investment services - In general, in 2018, the number of disputes relating to investment services decreased both in terms of number and in terms of the total value of the claims. There was only an increase in the number of disputes concerning OTC derivatives and equities, but the amounts involved were insignificant.

ENPAM lawsuit - In June 2015, ENPAM sued Cassa di Risparmio di Firenze (wholly owned subsidiary of Intesa Sanpaolo), along with other defendants such as JP Morgan Chase & Co and BNP Paribas, before the Court of Milan.

ENPAM's allegations related to the trading (in 2005) of several complex financial products known as "JP Morgan 69,000,000" and "JP Morgan 5,000,000" and the subsequent "swap" (in 2006) of those products with other similar products known as "CLN Corsair 74,000,000", the latter were credit-linked notes, i.e. securities whose repayment of principal at maturity was tied to the credit risk associated with a tranche of a synthetic CDO. Due to the defaults on the CDO portfolio, the investment allegedly resulted in significant losses, for which compensation is sought.

In the writ of summons, ENPAM submitted several petitions for inquiries and rulings (in particular for contractual and tort liability and breach of Articles 23, 24 and 30 of the Legislative Decree No. 58 of 24 February 1998 as amended (the **Financial Services Act**), asking for the repayment of an amount of €222

million, and compensation for damages on an equitable basis, the part relating to Cassa di Risparmio di Firenze's position should be around €103 million (plus interest and the purported "additional damages").

Cassa di Risparmio di Firenze was sued as the transferee of the Italian branch of Cortal Consors S.A. (subsequently merged into BNP Paribas), which had provided ENPAM with the investment services within which the above-mentioned securities has been subscribed.

At a preliminary stage, Cassa di Risparmio di Firenze raised various objections (including a lack of standing to be sued and the time bar). On the merits, it argued, among other positions, that the provisions of the Financial Services Act indicated by ENPAM were not applicable and that there was no evidence of the damages. It also disputed their calculation and in alternative, that ENPAM had contributed to causing the damages. If an unfavourable judgment is rendered, Cassa di Risparmio di Firenze has requested that the court determine its internal share of the total liability of the defendants and that the other defendants be ordered to hold it harmless.

During the proceedings it emerged from the analysis of the 2016 financial statements of ENPAM that the securities subject of the allegations against Cassa di Risparmio di Firenze had been "sold back" to JP Morgan at a price of around €206 million. This circumstance was emphasised in further defence pleadings by Cassa di Risparmio di Firenze, highlighting the lack of the alleged damages and perhaps even the presence of a capital gain.

By order of 15 February 2018, the judge rejected part of the preliminary objections raised, while reserving judgment on the others (including those relating to the claimant's lack of standing to sue and the defendants' lack of standing to be sued), to be decided together with the decision on the merits. The judge also ordered a court-appointed expert's review aimed at determining, among other matters:

- whether during the pre-contractual phase the structure, value and costs of the securities at issue were properly represented to ENPAM;
- whether the securities were fit for the purpose indicated in the entity's Charter and Investment Guidelines;
- the performance achieved by ENPAM as at the date of conclusion of the individual transactions;
- the difference, if any, between the performance achieved by ENPAM and the performance that would have resulted if other investments consistent with the entity's Charter and Investment Guidelines had been undertaken (also considering the need for diversification of the risk).

The case was deferred until April 2019 for a review of the expert report. The deadline for the filing of the court-appointed expert report was extended to 28 February 2020 (due to the need for additional research), and the hearing for the examination of the report was set for 12 March 2020.

In the meantime, at the invitation of the court-appointed expert, ENPAM and some of the defendants – including Intesa Sanpaolo (which took over in the proceedings as the absorbing company of Cassa di Risparmio di Firenze) – declared their willingness to consider a settlement solution, but have not yet reached an agreement. In any event, a provision has been made for an amount corresponding to the contribution to the settlement that Intesa Sanpaolo has agreed to pay, which is much lower than the total remedy sought by ENPAM.

Disputes regarding tax-collection companies - In the context of the government's decision to reassume responsibility for tax collection, Intesa Sanpaolo sold to Equitalia S.p.A. full ownership of Gest Line and ETR/ESATRI, companies that managed tax-collection activities, undertaking to indemnify the buyer against any expenses associated with the collection activity carried out up to the time of purchase of the equity interests.

In particular, such expenses refer to liabilities for disputes (with tax authorities, taxpayers and employees) and out-of-period expenses and capital losses with respect to the financial situation at the time of the sale.

A technical roundtable has been formed with Equitalia (now Agenzia delle Entrate – Riscossione) in order to assess the parties' claims.

Administrative and judicial proceedings against Banca IMI Securities Corp. of New York – The SEC proceedings were concluded in 2017 through the payment of a total sum of approximately 35 million dollars – entirely covered by provision – levied on the basis of violations of Articles 15(b)(4)(E) of the Exchange Act and 17(a)(3) of the Securities Act.

With regard to the investigation started in October 2016 by the Antitrust Division of the Department of Justice (DoJ), the procedure was concluded in May 2019, on the basis of a Plea Agreement pursuant to the Federal Rules of Criminal Procedure, according to which IMI SEC has paid a criminal fine of USD 2,207,107.00 on the basis of a violation of the Sherman Antitrust Act, plus a USD 400 special assessment.

U.S. Authorities significantly appreciated the cooperation provided within the overall investigation. The overall paid amount had been already fully provisioned, therefore it does not impact the 2019 balance sheet.

Offering of diamonds - In October 2015, the Bank signed a partnership agreement with Diamond Private Investment (DPI) governing how diamond offerings were made by that company to the customers of Intesa Sanpaolo and of the banks of the Banca dei Territori Division. The aim of this initiative was to enhance the range of products offered to customers, by introducing a diversification solution with the characteristics of a “safe haven asset” in which to allocate a marginal part of their assets over the long-term. Diamonds had already been sold for several years by other leading national banking networks.

This activity primarily generated purchase volumes in 2016, with a significant fall starting from the end of that year. A total of around 8,000 customers purchased diamonds, for a total of around 130 million euro. The marketing process was based on criteria of transparency, with safeguards progressively enhanced over time, including quality controls on the diamonds and the fairness of the prices applied by DPI.

In February 2017, the AGCM (the Italian Competition Authority) brought proceedings against companies that marketed diamonds, (DPI and other companies), for alleged conduct in breach of the provisions on unfair business practices. In April, those proceedings were extended to the intermediaries that carried out the recommendation of the services of those companies.

At the end of those proceedings, on 30 October 2017, the AGCM notified the penalties imposed for the alleged breach of the of Consumer Code through the conduct of DPI and of the banking intermediaries which the proceedings had been extended to, consisting - in short - of having provided partial, deceptive and misleading information on the characteristics of the diamond purchases, the methods used to calculate the price - presented as being the market price - and the performance of the diamond market. The Authority issued a fine of €3 million against Intesa Sanpaolo, reduced from the initial fine of €3.5 million, after the Authority had recognised the value of the measures taken by the Bank from 2016 to strengthen the safeguards on the offering process aimed, in particular, at ensuring proper information to customers.

Following the order by the AGCM, the Bank paid the amount of the fine and filed an appeal with the Lazio Regional Administrative Court against the order. The proceeding is still pending.

From November 2017, Intesa Sanpaolo:

- terminated the partnership agreement with DPI and ceased the activity, which had already been suspended in October;
- started a process that provides for the payment to customers of the original cost incurred for the purchase of the diamonds and the withdrawal of the stones, in order to satisfy the customers' resale

needs which, due to the illiquidity that had arisen in the market, are not met by DPI within the contractually-agreed period of 30 days;

- sent a communication in January 2018 to the diamond-holding customers reiterating the nature of the stones as durable goods, and also confirming Intesa Sanpaolo's willingness to intervene directly in relation to any realisation needs expressed by the customers and not met by DPI.

As at 30 September 2019, a total of 6,512 repurchase requests had been received from customers and met by the Bank, for a total value of €110.7 million.

The risk of potential losses connected to the diamonds for which the Bank may be required to pay the original cost incurred for their purchase is covered by a prudential provision. The assessment of this risk is carried out and updated taking into account the current appraisal values of the diamonds sold (retail prices) and their estimated wholesale prices.

In February 2019 an order for preventive criminal seizure of 11.1 million euro was served, corresponding to the fee and commission income paid by DPI to the Bank.

The preliminary investigations initiated by the Public Prosecutor's Office of Milan also concern four other banks (more involved) and two companies that sell diamonds. ISP is accused of an administrative offence pursuant to Legislative Decree 231/2001 in relation to the alleged offence of selflaundering.

In this regard, the Bank is confident that the correctness of its actions will emerge and that the aforementioned initiatives towards customers will be appreciated.

As part of the criminal proceedings initiated by the Milan public prosecutor's office, in the first few days of October 2019, the notice of conclusion of the investigation was served, which showed no significant new elements in relation to what was previously known. Thus, two operators are currently under investigation for alleged aggravated fraud (in collusion with other parties to be identified) and other persons are being identified for allegations of self-laundering, while Intesa Sanpaolo is being charged with the administrative offence pursuant to Italian Legislative Decree 231/2001 in relation to this latter predicate offence.

Disputes connected with the acquisition of certain assets, liabilities and legal relationships of Banca Popolare di Vicenza S.p.A. in compulsory administrative liquidation and Veneto Banca S.p.A. in compulsory administrative liquidation - With regard to the risks connected with the possible outcomes for the Intesa Sanpaolo Group of the lawsuits relating to Banca Popolare di Vicenza and Veneto Banca (and/or their directors and top management), the following is noted:

- a) based on the agreements between the two Banks in compulsory administrative liquidation and Intesa Sanpaolo (sale contract of 26 June 2017 and Second Acknowledgement Agreement of 17 January 2018), two distinct categories of disputes can be identified (also relating to the subsidiaries of the former Venetian banks included in the sale):
 - the **Previous Disputes**, included among the liabilities of the **Aggregate Set** transferred to Intesa Sanpaolo, which include civil disputes relating to judgements already pending at 26 June 2017, with some exceptions, and in any case different from those included under the Excluded Disputes (see the point below); and
 - the **Excluded Disputes**, which remain under the responsibility of the Banks in compulsory administrative liquidation and which concern, among other things, disputes brought (also before 26 June 2017) by shareholders and convertible and/or subordinate bondholders of one of the two former Venetian banks, disputes relating to non-performing loans, disputes relating to relationships terminated at the date of the transfer,

and all disputes (whatever their subject) arising after the sale and relating to acts or events occurring prior to the sale;

- b) the relevant allowances were transferred to Intesa Sanpaolo along with the Previous Disputes; in any case, if and to the extent the provisions transferred prove insufficient, Intesa Sanpaolo will be entitled to be indemnified by the Banks in compulsory administrative liquidation, at the terms provided for in the sale contract of 26 June 2017. This indemnity is backed by a government guarantee, pursuant to Decree Law 99/2017;
- c) after 26 June 2017, a number of lawsuits included within the Excluded Disputes were initiated or resumed against Intesa Sanpaolo. With regard to these lawsuits:
- Intesa Sanpaolo is pleading and will plead its non-involvement and lack of capacity to be sued, both on the basis of the provisions of Decree Law 99/2017³ (Article 3), the sale contract signed with the two Banks in compulsory administrative liquidation on 26 June 2017 (Articles 3.1.1, 3.1.4 and 3.2), the First Acknowledgement Agreement signed on 19 December 2017, and the Second Acknowledgement Agreement signed on 17 January 2018 (Article 3 and Attachment 1.1), and in compliance with the European Commission’s provisions on State Aid (Decision C(2017) 4501 final and Attachment B to the sale contract of 26 June 2017), which prohibit Intesa Sanpaolo from taking responsibility for any claims made by the shareholders and subordinated bondholders of the former Venetian Banks;
 - even if there were to be a ruling against Intesa Sanpaolo (and in any event for the charges incurred by Intesa Sanpaolo for any reason in relation to its involvement in any Excluded Disputes), it would have the right to be fully reimbursed by the Banks in compulsory administrative liquidation;
 - it should be noted that the Banks in compulsory administrative liquidation have contractually acknowledged their capacity to be sued with respect to the Excluded Disputes, such that, with effect from 26 June 2017, they have entered appearances in various proceedings initiated (or re-initiated) by various shareholders and subordinate bondholders against Intesa Sanpaolo (or in any case included in the category of Excluded Disputes), asking for the declaration of their exclusive capacity to be sued and the consequent exclusion of Intesa Sanpaolo from those proceedings; and
- d) pursuant to the agreements between the two Banks in compulsory administrative liquidation and Intesa Sanpaolo, the disputes regarding the marketing of shares/convertible and/or subordinated bonds initiated against Banca Nuova (subsequently merged by incorporation into Intesa Sanpaolo) and Banca Apulia are also included in the Excluded Disputes (and therefore have the same treatment as described above, as a result of the abovementioned provisions and based on the criteria set out in the retransfer agreements signed on 10 July 2017, as subsequently supplemented). In this regard, however, it should be noted that as at 31 December 2018, the Securities and Financial Ombudsman (Arbitro per le Controversie Finanziarie) upheld 88 complaints filed by customers of Banca Nuova regarding shares of Banca Popolare di Vicenza and 108 complaints filed by customers of Banca Apulia regarding shares of Veneto Banca. Banca Nuova (now Intesa Sanpaolo) and Banca Apulia did not implement the Decisions because – for the reasons set out above and in accordance with the provisions of the European Commission Decision C(2017) 4501 final on State aid – any liability relating to the marketing of the shares of the former Venetian banks must be considered as being borne exclusively by the two Banks in compulsory administrative liquidation.

³ Published in the Official Gazette no. 146 of 25 June 2017 and converted by Law 121 of 31 July 2017.

In January 2018, as part of a criminal proceeding before the Court of Rome for the alleged market rigging and obstructing the Supervisory Authorities in the performance of their functions with respect to officers and executives of Veneto Banca, the preliminary hearing judge decided that Intesa Sanpaolo could be charged with civil liability.

In January 2018, as part of a criminal proceeding before the Court of Rome for the alleged market rigging and obstructing the Supervisory Authorities in the performance of their functions with respect to officers and executives of Veneto Banca, the preliminary hearing judge decided that Intesa Sanpaolo could be charged with civil liability.

As a result of this decision, more than 3,800 civil plaintiffs joined the proceedings as shareholders or subordinated bondholders of Veneto Banca. Intesa Sanpaolo entered an appearance requesting its exclusion from the proceedings, in application of the provisions of Decree Law 99/2017, of the rules established for the compulsory administrative liquidation of banks and, before that, of the principles and rules contained in the bankruptcy law, in addition to the constitutional principles and decisions made at EU level. Veneto Banca in compulsory administrative liquidation intervened voluntarily affirming its exclusive, substantial and procedural capacity to be sued.

In March 2018, the preliminary hearing judge declared his lack of territorial jurisdiction, transferring the files to the Public Prosecutor's Office of Treviso. The charge of civil liability and the joinders of the civil parties were therefore removed. On the other hand, in a criminal proceeding before the Court of Vicenza against the officers and executives of Banca Popolare di Vicenza, the preliminary hearing judge rejected the request for authorisation to charge Intesa Sanpaolo with civil liability, on the basis of the sale contract of 26 June 2017 and the special provisions contained in Decree Law 99/2017.

Dargent lawsuit – The claim was filed before a French Court in 2001 by the trustee in bankruptcy for the bankruptcy of the real estate entrepreneur Philippe Dargent, which made a request to the Bank for compensation of €55.6 million for the alleged “improper financial support” provided to the entrepreneur.

The claim of the trustee in bankruptcy has consistently been rejected by the courts of different instance which dealt with the case over the last 17 years, until the Court of Colmar, on 23 May 2018, ordered the Bank to pay compensation of around €23 million (equal to the insolvency liabilities, minus the bank's credit claim and the proceeds from the sale of several assets). An appeal against the Court of Colmar ruling has been lodged with the French Court of Cassation. The amount of the payment ordered has been temporarily deposited with the the appropriate “Caisse des Reglemetns Pecuniaires des Avocats”. Following the exchange of defence briefs in early 2019 and based on the recently completed in-depth analysis carried out also together with the lawyers assisting the Bank, the risk of a partial payment is considered as probable.

The *Juge Rapporteur* filed its report in the third quarter, stating that the appealed decision seems appropriately justified when criticizing the bank's misconduct because of undue granting of credit and unlawful support to the company, which later went bankrupt. However, the report does not introduce any decisive elements to quantify the damages. After the hearing before the Court of Cassation in November 2019, the ruling is expected in the first part of 2020.

Private banker (Sanpaolo Invest)

An inspection conducted by the audit function of Sanpaolo Invest showed serious irregularities by a private banker of Sanpaolo Invest, whose portfolio comprises more than 800 customers.

Sanpaolo Invest notified the competent authorities of the situation and terminated the agency relationship. The surveillance body of the company which keeps the single register of financial advisors ordered the preventive suspension of the former private banker from the register for 180 days pending the completion of the preliminary investigation, while the judicial authorities ordered seizures at banks.

With regard to the accurate definition of the total amount of the misappropriations committed and the untrue account statements sent to customers, precise investigations are under way, and meetings were began on 1

July 2019 with all customers. Suitable provisions have been allocated, also taking account of the existing insurance coverage.

Labour litigation

There were no significant cases of labour litigation from either a qualitative or quantitative standpoint as at 30 June 2019. In general, all labour litigation is covered by specific provisions adequate to meet any outlays.

Tax litigation

The Intesa Sanpaolo Group's tax litigation risks are covered by adequate provisions to the allowances for risks and charges.

As at 30 June 2019, Intesa Sanpaolo had pending litigation proceedings (for tax, fines and interest) for a total amount of €81 million (€222 million as at 31 December 2018), considering both administrative and judicial proceedings at various instances. In relation to these proceedings, the actual risks were quantified at €33 million (€51 million as at 31 December 2018).

The figure for Intesa Sanpaolo also includes the effects of the mergers, during the half year, of Cassa di Risparmio di Firenze S.p.A., Cassa di Risparmio in Bologna S.p.A. and Banca Apulia S.p.A., which led to an increase of approximately €12 million in disputed tax claims and €5 million in the allowance for tax litigation.

The reduction in the total claim amount was due to the settlement of numerous disputes through the so-called “tax amnesty”, with a cost already allocated as at 31 December 2018 of less than €15 million (representing around 10% of the claim amount).

With regard to new cases, no significant claims arose during the first six months of the year, except for the assessment notices for IRES and IRAP for the tax years 2014 and 2015 served by the Lombardy Regional Revenue Office – Large Taxpayers Office on Intesa Sanpaolo Private Banking and on Intesa Sanpaolo, as the consolidating entity, which are discussed below.

With regard to Intesa Sanpaolo, please note that the Provincial Revenue Office of Florence is also conducting an audit, for the years 2014 and 2015, on an IT services company sold to third parties at the end of 2017, which in those years operated in the form of a consortium company with a shareholding structure composed of companies of the Intesa Sanpaolo Group. The requests for clarification are focusing on the VAT exemption for services provided to the consortium companies in accordance with Article 10, paragraph 2, of Presidential Decree no. 633 of 1972. For the year 2014, the company – in agreement and in coordination with Intesa Sanpaolo – has prepared a reply to the questionnaire received and has started discussions with the Italian Revenue Agency, which has not yet made any claims.

With regard to the Intesa Sanpaolo branches located abroad, a VAT tax audit is underway on the London branch for the years 2016, 2017 and 2018, as well as an audit on federal direct taxes at the New York branch for the tax period 2016. At the moment, no claims have been made.

At the Group's other Italian companies, tax disputes totalled €73 million as at 30 June 2019 (€139 million as at 31 December 2018), covered by specific provisions of €16 million (€47 million in the 2018 financial statements). The decrease in both claims and provisions was partly due to the merger of the above-mentioned banks into Intesa Sanpaolo and mostly due to the use of the so-called “tax amnesty” by Banca IMI, Mediocredito Italiano, Intesa Sanpaolo Vita and Fideuram.

Fideuram settled its dispute concerning Euro-Trésorerie for the years 2014 to 2017 arising from the tax audit report served on 11 October 2018 by the Tax Police (*Guardia di Finanza*), following similar claims previously made for the years 2012 and 2013. With respect to an overall assessment claim of €205 million,

which included €75 million for taxes and penalties, Fideuram had allocated €25 million in 2018, partly for the 2013 settlement and partly to cover the estimated liability for claims in subsequent years, all settled in 2019 with a total payment of €21.5 million.

On 26 June 2019, a favourable ruling for Intesa Sanpaolo Private Banking was issued by the Lombardy Regional Tax Commission, which rejected the main appeal by the Italian Revenue Agency against the ruling by the Milan Provincial Tax Commission, which had in turn upheld the (combined) appeals against the 2011 IRES and IRAP assessment notices (total claim amount of €7.3 million, of which €3.8 million for taxes and €3.5 million for penalties). In the above-mentioned assessment notices the Italian Revenue Agency had alleged an unlawful deduction of the amortisation charge of €11.6 million of the goodwill deriving from the transfer of the private banking businesses of Intesa Sanpaolo and Cassa dei Risparmi di Forlì e della Romagna, in the years 2009 and 2010, as realigned by Intesa Sanpaolo Private Banking in accordance with Article 15, paragraph 10, of Law Decree no. 185 of 29 November 2008. The disputes for the years 2011, 2012 and 2013, pending before the tax commissions, have all so far had favourable outcomes for the company. In relation to this dispute, on 8 and 10 April 2019 the Lombardy Regional Revenue Office - Large Taxpayers Office served assessment notices on Intesa Sanpaolo Private Banking and Intesa Sanpaolo, as the consolidating entity, for IRES and IRAP for the tax years 2014 and 2015 (value of the disputes: €3.9 million and €4 million for tax, plus penalties and interest). In view of the continued favourable course of this dispute, as well as other factors, the risk of incurring liabilities is considered to be remote. For Banca IMI, as at 31 December 2018, the remaining tax dispute related to proceedings pending before the Court of Cassation against assessment and adjustment notices for the years 2003, 2004 and 2005 (total remedy sought of almost €20 million for tax, penalties and interest). Following the unfavourable decisions in the proceedings on the merits before the Tax Commissions, payments of around €16 million, charged in full to the tax allowance, had already been made on a provisional basis for this dispute. As a result of these outcomes, an in-depth examination was conducted with a view to settling the disputes through the so-called "tax amnesty", and the bank decided to exercise this option, also because this would mean that it would no longer have any pending tax disputes.

For Mediocredito Italiano, the Milan Tax Police (Guardia di Finanza) initiated a general audit of direct taxes for the tax years 2015 and 2017 and of VAT for the years 2014 and 2015. The requests from the Inspectors are currently focusing on the 2014 VAT and in particular on the tax exemption, pursuant to Article 8-bis of Presidential Decree no. 633/72, applied by the company to the nautical leases. With the notification on 31 July 2019 of the tax audit report, the Milan Tax Police concluded the audit of VAT for 2014, as part of the general audit of direct taxes for the tax years 2015 and 2017 and of VAT for the years 2014 and 2015. For the years 2015 and 2017, the audit, which is currently suspended, will resume in 2020. In brief, two breaches of VAT regulations were found: the first, referring to the early surrender by two customers who are natural persons of a leased vessel, under the extraterritorial VAT regime pursuant to Art. 7-bis of Presidential Decree no. 633/72 (higher VAT of 0.65 million euro assessed); the second, relating to the application of the VAT exemption regime pursuant to Art. 8-bis of Presidential Decree no. 633/72 to boat lease contracts for ocean-going vessels to be used for commercial activities (higher VAT of 1.7 million euro assessed).

Mediocredito Italiano also settled two disputes of the former Leasint, through the so-called "tax amnesty": the first for a minor amount relating to VAT in 2001 and the second relating to VAT and IRAP for 2005. For the latter, with respect to a claim amount of €6.8 million, the cost of the settlement was only €0.1 million.

Intesa Sanpaolo Vita also made use of the "tax amnesty", through which it settled disputes regarding VAT on the services provided via contracts between insurance companies classed as co-insurance contracts (remedy sought of around €8 million for tax, plus penalties and interest), with a total payment of €5.8 million. The company had not made any provisions for the pending disputes, but in agreement with the independent auditors and based on a resolution of the Board of Directors of 7 May 2019, a receivable of around €5 million was recognised, in relation to that cost, for the right of recourse against the following counterparties: Poste Vita, Reale Mutua Assicurazioni, Unipol Assicurazioni and Cardif Assicurazioni. A single VAT dispute for 2013 with a total value of €0.24 million is still pending. With the notification on 31 July 2019 of the tax audit report, the Milan Tax Police concluded the audit of VAT for 2014, as part of the

general audit of direct taxes for the tax years 2015 and 2017 and of VAT for the years 2014 and 2015. For the years 2015 and 2017, the audit, which is currently suspended, will resume in 2020. In brief, two breaches of VAT regulations were found: the first, referring to the early surrender by two customers who are natural persons of a leased vessel, under the extraterritorial VAT regime pursuant to Art. 7-bis of Presidential Decree no. 633/72 (higher VAT of 0.65 million euro assessed); the second, relating to the application of the VAT exemption regime pursuant to Art. 8-bis of Presidential Decree no. 633/72 to boat lease contracts for ocean-going vessels to be used for commercial activities (higher VAT of 1.7 million euro assessed).

The amount of tax disputes involving foreign subsidiaries was limited and almost entirely provisioned. These consisted of claims for a total value of €5 million (in line with the end of December 2018) covered by provisions of €4 million (same amount at the end of 2018).

The tax audit on IMI SEC is currently underway for the years 2015 and 2016, for which the US tax authorities are contesting the composition of the company's revenues, which have a high level of income originating from outside the State of New York and subject to lower tax. In 2019 the audit was also extended to 2017. No claims have been made for the time being.

The general tax audit (excluding VAT) on CIB Bank Ltd. in relation to the tax years 2015 and 2016 was completed without any particular findings. A VAT tax audit was initiated in May 2019. No claims have been made for the time being.

Moreover, with regard to relations between the international subsidiary banks and Italian customers, the Italian tax authorities are investigating the taxation in Italy of interest arising from the disbursement of loans to individuals resident in Italy and received by banks resident abroad without a permanent establishment in Italy, which would be required to tax the income generated in Italy at the ordinary IRES rate or at the conventional rate, if more favourable.

The Group's subsidiary banks resident in Switzerland (Intesa Sanpaolo Private Bank (Suisse) Morval) and Luxembourg (Intesa Sanpaolo Bank Luxembourg) received questionnaires from the Italian tax authorities, to which they have responded. No claims have been made for the time being.

With regard to the situation of the sold company Infogroup Informatica e Servizi Telematici S.p.A. for 2014 and 2015, refer to the half-yearly report for a summary thereof. During the period, the discussions with the tax authorities continued in relation to the application of the VAT exemption for services provided to the consortium companies in accordance with Article 10, paragraph 2, of Presidential Decree no. 633 of 1972. To date, the company has not been served any assessments.

With regard to the Intesa Sanpaolo branches located abroad, a VAT tax audit is underway on the London branch for the years 2016, 2017 and 2018, as well as an audit on federal direct taxes at the New York branch for the tax period 2016. No claims have been made for the time being.

With regard to IMI Fondi Chiusi SGR, in June a notice of settlement was served, resulting from the disavowal of the IRES credit shown in the withholding agent tax return for 2015, deriving from the loss on operations accrued as at 30 June 2011 by the mutual investment funds administered (value of the dispute: 3.9 million euro, of which 2.7 million euro for taxes, 0.9 million euro for penalties and 0.3 million euro for interest). The disavowal derives from the failure to indicate that the credit was carried forward in the withholding agent tax returns for the years 2011 to 2014.

With regard to the former Banca Nuova, the tax audit by the Sicily Regional Office of the Italian Revenue Agency – Large Taxpayers Office on IRES, IRAP and VAT for the tax year 2015 began on 12 June 2019. The auditors were provided with extensive assistance during all the phases of the investigation and, according to the information provided, the audit is expected to be concluded shortly without claims of significant amounts.

REGULATORY SECTION

Changes in regulatory framework

The Intesa Sanpaolo Group is subject to extensive regulation and supervision by the Bank of Italy, the Italian Securities and Exchange Commission (**CONSOB**), the European Central Bank (the **ECB**) and the European System of Central Banks and is also subject to the authority of the Single Resolution Board (**SRB**). Certain entities within the Intesa Sanpaolo Group are also subject to supervision by the Italian Institute for the Supervision of Insurance and the Issuer is also subject to rules applicable to it as an issuer of shares listed on the Milan Stock Exchange. The banking laws to which the Intesa Sanpaolo Group is subject govern the activities in which banks may engage and are designed to maintain the safety and soundness of such institutions and limit their exposure to risk. In addition, the Intesa Sanpaolo Group must comply with financial services laws that govern its marketing and selling practices. New acts of legislation and regulations are being introduced in Italy and the European Union that may affect the Intesa Sanpaolo Group, including proposed regulatory initiatives that could significantly alter the Intesa Sanpaolo Group's capital requirements.

The rules applicable to banks and other entities in banking groups include implementation of measures consistent with the regulatory framework set out by the Basel Committee on Banking Supervision (the **Basel Committee**).

In accordance with the regulatory frameworks described above and consistent with the regulatory framework being implemented at the European Union level, the Intesa Sanpaolo Group has in place specific procedures and internal policies to monitor, among other things, liquidity levels and capital adequacy, the prevention and detection of money laundering, privacy protection, ensuring transparency and fairness in customer relations and registration and reporting obligations. Despite the existence of these procedures and policies, there can be no assurance that violations of regulations will not occur, which could adversely affect the Intesa Sanpaolo Group's results of operations, business and financial condition. In addition, as at the date of this Information Memorandum, certain laws and regulations have only been recently approved and the relevant implementation procedures are still in the process of being developed.

The CRD IV Package

The Basel III framework began to be implemented in the EU from 1 January 2014 through Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms (the **CRD IV**) and Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms (the **CRR** and together with the CRD IV, the **CRD IV Package**), Delegated Regulation (EU) 2015/61 and its supplements and the Implementing Regulation (EU) 2016/313.

Full implementation began on 1 January 2014, with particular elements being phased in over a period of time (the requirements will be largely fully effective by 2019 and some minor transitional provisions provide for phase-in until 2024).

The provisions of the CRR are supplemented, in Luxembourg, by the CSSF Regulation N°18-03 on the implementation of certain discretions contained in the CRR and implementing Guideline (EU) 2017/697 of the European Central Bank of 4 April 2017 on the exercise of options and discretions available in European Union law by national competent authorities in relation to less significant institutions which repealed the CSSF Regulation N° 14-01 of 20 February 2014 (the **CSSF Regulation N°18-03**) and by technical regulatory and execution rules relating to the CRD IV and the CRR published through delegated regulations of the European Commission and guidelines of the European Banking Authority (the **EBA**). The CRD IV

was implemented into Luxembourg law by the Luxembourg act of 23 July 2015 amending, among others, the Luxembourg act of 5 April 1993 on the financial sector, as amended (the **Banking Act 1993**).

The provisions of the CRR are supplemented in Ireland by the European Union (Capital Requirements) (No.2) Regulations 2014 of Ireland with respect to technical requirements and offences in order that the CRR can effectively operate in Irish law. The CRD IV was transposed into Irish law by the European Union (Capital Requirements) Regulations 2014 of Ireland. The CRR and CRD IV are also supplemented in Ireland by the document published by the Central Bank of Ireland in 2014 entitled Implementation of Competent Authority Discretions and Options in CRD IV and CRR (with respect to implementation in Ireland of certain discretions and options available to Member States under the CRD IV Package) and by technical rules relating to the CRD IV and the CRR published through delegated regulations of the European Commission and guidelines of the EBA.

In Italy the CRD IV has been implemented by Legislative Decree no. 72 of 12 May 2015 which impacts, *inter alia*, on:

- (a) proposed acquirers of credit institutions' holdings, shareholders and members of the management body requirements (Articles 22, 23 and 91 CRD IV);
- (b) competent authorities' powers to intervene in cases of crisis management (Articles 102 and 104 CRD IV);
- (c) reporting of potential or actual breaches of national provisions (so called whistleblowing, Article 71 CRD IV); and
- (d) administrative penalties and measures (Articles 64 and 65 CRD IV).

Moreover, the Bank of Italy published new supervisory regulations on banks in December 2013 (Circular of the Bank of Italy No. 285 of 17 December 2013 (the **Circular No. 285**)) which came into force on 1 January 2014, implementing the CRD IV Package and setting out additional local prudential rules concerning matters not harmonised at EU level. Circular No. 285 has been constantly updated after its first issue, the last updates being the 30th update published on 4 December 2019. The CRD IV Package has also been supplemented in Italy by technical standards and guidelines relating to the CRD IV and the CRR finalized by the European Supervisory Authorities (ESAs), mainly the EBA and ESMA, and delegated regulations of the European Commission and guidelines of the EBA.

Italian banks are required at all times to satisfy the following own funds requirements: (i) a Common Equity Tier 1 (**CET1**) capital ratio of 4.5%; (ii) a Tier 1 Capital ratio of 6%; and (iii) a Total Capital Ratio of 8%. These minimum ratios are complemented by the following capital buffers to be met with CET1 capital, reported below as applicable with reference to 1 November 2019:

Capital conservation buffer: set at 2.5 per cent from 1 January 2019 (pursuant to Article 129 of the CRD IV and Part I, Title II, Chapter I, Section II of Circular No. 285, as amended in October 2016);

Counter-cyclical capital buffer (CCyB) set by the relevant competent authority between 0% - 2.5% of credit risk exposures towards counterparties each of the home Member State, other Member States and third countries (but may be set higher than 2.5 % where the competent authority considers that the conditions in the Member State justify this), with gradual introduction from 1 January 2016 and applying temporarily in the periods when the relevant national authorities judge the credit growth excessive (pursuant to Article 130 of the CRD IV and Part I, Title II, Chapter I, Section III of Circular No. 285). The Bank of Italy has set, and decided to maintain, the CCyB (relating to exposures towards Italian counterparties) at 0% for the fourth quarter of 2019;

Capital buffers for globally systemically important banks (G-SIBs): set as an "additional loss absorbency" buffer ranging from 1.0% to 3.5% determined according to specific indicators (size, interconnectedness, lack of substitutes for the services provided, global cross border activity and complexity); to be phased in from 1 January 2016 (pursuant to Article 131 of the CRD IV and Part I, Title II, Chapter I, Section IV of Circular No. 285) becoming fully effective on 1 January 2019. Based on the most recently updated list of globally systemically important institutions (**G-SIIs**) published by the Financial Stability Board (**FSB**) on 16 November 2018 (to be updated annually), neither the Issuer (nor any member of the Intesa Sanpaolo Group) is a G-SIB and therefore they do not need to comply with a G-SIB capital buffer requirement (or leverage ratio buffer); and

Capital buffers for other systemically important banks at a domestic level (O-SIIs): (the category to which Intesa Sanpaolo currently belongs): up to 2.0% as set by the relevant competent authority (reviewed at least annually), to compensate for the higher risk that such banks represent to the financial system (pursuant to Article 131 of the CRD IV and Title II, Chapter 1, Section IV of Circular No. 285. Recently, the Bank of Italy identified Intesa Sanpaolo Group as an O-SII authorised to operate in Italy in 2020 and has imposed on the Intesa Sanpaolo Group a capital buffer for O-SII of 0.75%, to be achieved according to a transitional period, as follows: at 0.38% from 1 January 2019, 0.56% from 1 January 2020, 0.75% from 1 January 2021 and at 0.75% from 1 January 2022.

In addition to the above listed capital buffers, under Article 133 of the CRD IV each Member State may introduce a systemic risk buffer in order to prevent and mitigate long term non-cyclical systemic or macro-prudential risks not covered by the CRD IV Package. The Italian authorities have not introduced such a measure to date.

Failure by an institution to comply with the buffer requirements described above (the **Combined Buffer Requirement**) may trigger restrictions on distributions by reference to the so-called Maximum Distributable Amounts (**MDA**) and the need for the bank to adopt a capital conservation plan and/or take remedial action (Articles 141 and 142 of the CRD IV).

As part of the CRD IV Package transitional arrangements, as implemented by Circular No. 285, regulatory capital recognition of outstanding instruments which qualified as Tier 1 and Tier 2 capital instruments under the framework which the CRD IV Package has replaced that no longer meet the minimum criteria under the CRD IV Package are gradually being phased out. Fixing the base at the nominal amount of such instruments outstanding on 1 January 2013, their recognition was capped at 80% in 2014, with this cap decreasing by 10% in each subsequent year (see, in particular, Part Two, Chapter 14, Section 2 of Circular No. 285). The same principle applies under Luxembourg law pursuant to Article 17 of the former CSSF Regulation N°14-01 (with respect to 2014, 2015, 2016 and 2017) and Article 12 of CSSF Regulation N°18-03.

The CRD IV Package also introduced a Liquidity Coverage Ratio (the **LCR**). This is a stress liquidity measure based on modelled 30-day outflows. The LCR was implemented in 1 October 2015, although it was phased-in and became fully applicable from 1 January 2018. Commission Delegated Regulation (EU) 2015/61 of 10 October 2014 supplementing the CRR with regard to liquidity coverage requirement for credit institutions (the **LCR Delegated Act**) was adopted in October 2014 and published in the Official Journal of the European Union in January 2015. On 10 October 2018, amendments to the LCR Delegated Act were published in the Official Journal (Commission Delegated Regulation (EU) 2018/1620 of 13 July 2018) and will apply as of April 2020. Most of these amendments are related to the entry into force of the new securitisation framework on 1 January 2019. The Net Stable Funding Ratio (**NSFR**) is part of the Basel III framework and aims to promote resilience over a longer time horizon (1 year) by creating incentives for banks to fund their activities with more stable sources of funding on an on-going basis.

Revisions to the CRD IV Package

On 23 November 2016, the European Commission presented a comprehensive package of reforms to further strengthen the resilience of EU banks and investment firms (the **EU Banking Reform Package**). The EU

Banking Reform Package amends many existing provisions set out in the CRD IV Package, the BRRD and the SRM Regulation (as such terms are defined below). These proposals were agreed by the European Parliament, the European Council and the European Commission and were adopted published in the Official Journal of the EU on 7 June 2019, entering into force 20 days after, even though most of the provisions will apply as of 2 years from the entry into force, i.e. after the 28 June 2021, allowing for a smooth implementation of the new provisions.

The EU Banking Reform Package includes:

- (a) revisions to the standardised approach for counterparty credit risk;
- (b) changes to the market risk rules which include the introduction first of a reporting requirement pending the implementation in the EU of the latest changes to the FRTB (as defined below) published in January 2019 by the BCBS and then the application of own funds requirements as of 1 January 2023;
- (c) a binding leverage ratio (and related improved disclosure requirements) introduced as a backstop to risk-weighted capital requirements and set at 3% of an institution's Tier 1 capital;
- (d) a binding NSFR (which will require credit institutions and systemic investment firms to finance their long-term activities (assets and off-balance sheet items) with stable sources of funding (liabilities) in order to increase banks' resilience to funding constraints). This means that the amount of available stable funding will be calculated by multiplying an institution's liabilities and regulatory capital by appropriate factors that reflect their degree of reliability over a year. The NSFR will be expressed as a percentage and set at a minimum level of 100%, indicating that an institution holds sufficient stable funding to meet its funding needs during a one-year period under both normal and stressed conditions. The NSFR will apply at a level of 100% at individual and a consolidated level, unless competent authorities waive the application of the NSFR on an individual basis as of two years after the date of entry into force of the EU Banking Reform Package;
- (e) changes to the the large exposures limits, now calculated as the 25% of Tier 1; and
- (f) improved own funds calculation adjustments for exposures to SMEs and infrastructure projects.

The elements of the package introduced by the Directive 2019/878 (which amends CRD IV) will also need to be implemented into national law. Member states are required to adopt and publish the measures necessary to comply with this Directive by 28 December 2020.

Revisions to the Basel III framework

In December 2017, the Basel Committee published of its final set of amendments to its Basel III framework (known informally as **Basel IV**). Basel IV is expected to introduce a range of measures, including:

- (i) changes to the standardised approach for the calculation of credit risk;
- (ii) limitations to the use of IRB approaches, mainly banks will be allowed to use the F-IRB approach and the SA, only for specialised lending the A-IRB will be still used;
- (iii) a new framework for determining an institution's operational risk charge, which will be calculated only by using a new standardised approach;
- (iv) an amended set of rules in relation to credit valuation adjustment; and

- (v) an aggregate output capital floor that ensures that an institution's total risk weighted assets (**RWA**) generated by IRB models are no lower than 72.5% of those generated by the standardised approach.

According to the Basel Committee, Basel IV should be introduced as a global standard from January 2022, with the output capital floor being phased-in (starting at 50% from 1 January 2022 and reaching 72.5% as of 1 January 2025). In this occasion, the Basel Committee postponed the suggested implementation date for the implementation of the Fundamental Review of the Trading Book (**FRTB**) has been postponed by the Basel Committee to January 2022 to allow it to finalise the remaining elements of the framework and align the implementation date with the other Basel IV reforms.

Additional reforms to the banking and financial services sector

In addition to the substantial changes in capital and liquidity requirements introduced by Basel IV and the EU Banking Reform Package there are several other initiatives, in various stages of finalisation, which represent additional regulatory pressure over the medium term and have the potential to impact the Intesa Sanpaolo Group's business and operations. These initiatives include, amongst others, a revised EU securitisation framework (the **Securitisation Regulation**). Political agreement on the text of the Securitisation Regulation was agreed in May 2017 and it entered into force in January 2019 while a number of the underlying regulatory and implementing technical standards delivered by the EBA and European Securities and Markets Authority are being adopted. The Securitisation Regulation introduced changes to the existing securitisation framework in relation to the nature of the risk retention obligation and due diligence requirements, the introduction of an adverse selection test for certain assets and a new framework for so-called "simple transparent and standardised securitisations" which will receive preferential capital treatment subject to a number of conditions.

On 9 November 2015, the Financial Stability Board (**FSB**) published its final Total Loss-Absorbing Capacity (**TLAC**) Principles and Term Sheet, proposing that G-SIBs maintain significant minimum amounts of liabilities that are subordinated (by law, contract or structurally) to liabilities excluded from TLAC, such as guaranteed insured deposits, derivatives, etc. and which forms a new standard for G-SIBs. The TLAC Principles and Term Sheet contains a set of principles on loss absorbing and recapitalisation capacity of G-SIBs in resolution and a term sheet for the implementation of these principles in the form of an internationally agreed standard. The TLAC Principles and Term Sheet require a minimum TLAC requirement for each G-SIB at the greater of (a) 16% of RWA (as of 1 January 2019) and 18% of RWA (as of 1 January 2022), and (b) 6% of the Basel III Tier 1 leverage ratio requirement (as of 1 January 2019), and 6.75 % (as of 1 January 2022). Liabilities that are eligible for TLAC include capital instruments and instruments that are contractually, statutorily or structurally subordinated to certain "excluded liabilities" (including insured deposits and liabilities that cannot be effectively written down or converted into equity by relevant authorities) in a manner that does not give rise to a material risk of compensation claims or successful legal challenges.

With a view to ensuring full implementation of the TLAC standard in the EU, the EU Banking Reform Package and the BRRD2 (as defined below) introduce minimum requirements for own funds and eligible liabilities (**MREL**) applicable to G-SIIs (global systematically important institutions) with the TLAC standard and to allow resolution authorities, on the basis of bank-specific assessments, to require that G-SIIs comply with a supplementary MREL requirement strictly linked to the resolvability analysis of a given G-SII. Neither the Issuer nor any member of the Intesa Sanpaolo Group has been identified as a G-SIB in the 2019 list of global systematically important banks published by the FSB on 22 November 2019.

BRRD2 introduces a minimum harmonised MREL requirement (also referred to as a Pillar 1 MREL requirement) applicable to G-SIIs only. The BRRD2 includes important changes as it introduces a new category of banks so-called top-tier banks, being banks which are resolution entities that are not G-SIIs but are part of a resolution group whose total assets exceed EUR 100 billion. ISP is a top-tier bank for this purpose. At the same time, the BRRD2 introduces a minimum harmonised MREL requirement (also

referred to as a **Pillar 1 MREL requirement**) which applies to G-SIIs and also top-tier banks. In addition, resolution authorities will be able, on the basis of bank-specific assessments, to require that G-SIIs and top-tier banks comply with a supplementary MREL requirement (a **Pillar 2 MREL requirement**). A subordination requirement is also generally required for MREL eligible liabilities under BRRD2, but exceptions apply.

In order to ensure compliance with MREL requirements, and in line with the FSB standard on TLAC, the BRRD2 provides that in case a bank does not have sufficient eligible liabilities to comply with its MREL requirements, the resultant shortfall is automatically filled up with CET1 Capital that would otherwise be counted towards meeting the combined capital buffer requirement. However, under certain circumstances, BRRD2 envisages a nine-month grace period before restrictions to discretionary payments to the holders of regulatory capital instruments and senior management of the bank employees take effect due to a breach of the combined capital buffer requirement.

On 12 March 2018, the Commission published a proposal for a directive on covered bonds (the **CB Directive Proposal**) laying down the conditions that these bonds have to respect in order to be recognised under EU law and a proposal for amendments to art. 129 of the CRR, concerning the prudential treatment of covered bonds. The CB Directive Proposal together with amendments to art 129 of the CRR have been approved and published in the Official Journal. Member States have a 18 months period to implement the directive.

At national level, on 14 June 2018, the Bank of Italy issued for consultation a revision of the Circular No. 285 to anticipate, in part, the provisions of the CB Directive Proposal. On 1 October 2018, the amendment no. 23 of 25 September 2018 to the Circular no. 285 entered into force, which revises the rules regarding covered bonds in order to allow smaller banking institutions to issue them.

ECB Single Supervisory Mechanism

On 15 October 2013, the Council of the European Union adopted Council Regulation (EU) No. 1024/2013 conferring specific tasks on the ECB concerning policies relating to the prudential supervision of credit institutions (the **SSM Regulation**) for the establishment of a single supervisory mechanism (the **Single Supervisory Mechanism** or **SSM**). The SSM Regulation provides the ECB, in conjunction with the national competent authorities of the Eurozone and participating Member States, with direct supervisory responsibility over "banks of significant importance" in those Member States. "Banks of significant importance" include any Eurozone bank that (i) has assets greater than €30 billion or – unless the total value of its assets is below €5 billion – greater than 20% of national gross domestic product of the relevant Member State; (ii) is one of the three most significant credit institutions established in a Member State; (iii) has requested, or is a recipient of, direct assistance from the European Financial Stability Facility or the European Stability Mechanism and/or (iv) is considered by the ECB to be of significant relevance where it has established banking subsidiaries in more than one participating Member State and its cross-border assets/liabilities represent a significant part of its total assets/liabilities. Intesa Sanpaolo S.p.A. and the Intesa Sanpaolo Group have been classified, respectively, as a significant supervised entity and a significant supervised group pursuant to the SSM Regulation and Regulation (EU) No. 468/2014 of the European Central Bank of 16 April 2014 (the **SSM Framework Regulation**) and, as such, are subject to direct prudential supervision by the ECB.

The relevant national competent authorities continue to be responsible, in respect of Intesa Sanpaolo and its subsidiaries, for supervisory functions not conferred on the ECB, such as consumer protection, money laundering, payment services, and supervision over branches of third country banks. The ECB is exclusively responsible for the prudential supervision of Intesa Sanpaolo Group, which includes, *inter alia*, the power to: (i) authorise and withdraw authorisation; (ii) assess acquisition and disposal of holdings; (iii) ensure compliance with all prudential requirements laid down in general EU banking rules; (iv) set, where

necessary, higher prudential requirements to protect financial stability under the conditions provided by EU law; (v) ensure compliance with robust corporate governance practices and internal capital adequacy assessment controls and (vi) intervene at the early stages when risks to the viability of a bank exist, in coordination with the relevant resolution authorities. The ECB may exercise options and discretions under the SSM and SSM Framework Regulation in relation to the Intesa Sanpaolo Group.

The Intesa Sanpaolo Group is subject to the provisions of the EU Bank Recovery and Resolution Directive

On 2 July 2014, the directive providing for the establishment of an EU-wide framework for the recovery and resolution of credit institutions and investment firms (Directive 2014/59/EU) (the **BRRD**) entered into force. The BRRD is designed to provide authorities with a credible set of tools to intervene sufficiently early and quickly in an institution that is failing or likely to fail so as to ensure the continuity of the institution's critical financial and economic functions, while minimising the impact of an institution's failure on the economy and financial system. The BRRD contains four resolution tools and powers which may be used alone or in combination where the relevant resolution authority considers that (a) an institution is failing or likely to fail, (b) there is no reasonable prospect that any alternative private sector measures would prevent the failure of such institution within a reasonable timeframe, and (c) a resolution action is in the public interest: (i) sale of business - which enables resolution authorities to direct the sale of the firm or the whole or part of its business on commercial terms; (ii) bridge institution - which enables resolution authorities to transfer all or part of the business of the firm to a "bridge institution" (an entity created for this purpose that is wholly or partially in public control); (iii) asset separation - which enables resolution authorities to transfer assets to one or more publicly owned asset management vehicles to allow them to be managed with a view to maximising their value through eventual sale or orderly wind-down (this can be used together with another resolution tool only) and (iv) bail-in - which gives resolution authorities the power to write down certain claims of unsecured creditors of a failing institution and to convert certain unsecured debt claims (including the Senior Notes and Subordinated Notes) into shares or other instruments of ownership (i.e. other instruments that confer ownership, instruments that are convertible into or give the right to acquire shares or other instruments of ownership, and instruments representing interests in shares or other instruments of ownership) (the **general bail-in tool**). Such shares or other instruments of ownership could also be subject to any exercise of such powers by a resolution authority under the BRRD.

In addition to the general bail-in tool, the BRRD provides for resolution authorities to have the further power to permanently write-down/convert into shares or other instruments of ownership (including the Subordinated Notes) at the point of non-viability and before any other resolution action is taken (**non-viability loss absorption**). Any shares issued to holders of Subordinated Notes upon any such conversion may also be subject to any application of the general bail-in tool. The point of non-viability under the BRRD is the point at which the relevant authority determines that the institution meets the conditions for resolution (but no resolution action has yet been taken) or that the institution or its group will no longer be viable unless the relevant capital instruments (including the Subordinated Notes) are written-down/converted or extraordinary public support is to be provided.

Resolution authorities have the power to amend or alter the maturity of certain debt instruments (such as the Senior Notes and Subordinated Notes) issued by an institution under resolution, amend the amount of interest payable under such instruments, the date on which the interest becomes payable (including by suspending payment for a temporary period) and to restrict the termination rights of holders of such instruments. The BRRD also provides for a Member State, after having assessed and exhausted the above resolution tools to the maximum extent possible whilst maintaining financial stability, to be able to provide extraordinary public financial support through additional financial stabilisation tools. Resolution authorities may provide public equity support to an institution and/or take the institution into public ownership. Such measures must be taken in accordance with the EU state aid framework and will require a contribution to loss absorption from shareholders and creditors via write-down, conversion or otherwise, in an amount equal to at least 8 % of total liabilities (including own funds).

As an exemption from these principles, the BRRD allows for three kinds of extraordinary public support to be provided to a solvent institution without triggering resolution: 1) a State guarantee to back liquidity facilities provided by central banks according to the central banks' conditions; 2) a State guarantee of newly issued liabilities; or 3) an injection of own funds in the form of precautionary recapitalisation. In the case of precautionary recapitalization EU state aid rules require that shareholders and junior bond holders (such as holders of the Notes) contribute to the costs of restructuring.

The BRRD requires all EU Member States to create a national, prefunded resolution fund (reaching a level of at least 1 % of covered deposits by 2024). The national resolution fund for Italy was created by the Bank of Italy on 18 November 2015 in accordance with Article 78 of Legislative Decree No. 180/2015 implementing the BRRD (the **National Resolution Fund**) and required both ordinary and extraordinary contributions to be made by Italian banks and investment firms, including the Issuer. In the Eurozone, the national resolution funds set up under the BRRD were replaced by the Single Resolution Fund in the relevant Member State (the **SRF** or the **Fund**), set up under the control of the SRB, as of 1 January 2016 and the national resolution funds are being pooled together gradually. The SRF is intended to ensure the availability of funding support while a bank is resolved and will contribute to resolution if, and only after, at least 8 % of the total liabilities (including own funds) of the bank have been subject to bail-in. The SRF is expected to reach a target of around €60 billion (the basis being 1 per cent. of the covered deposits in the financial institutions of the Eurozone). Once this target level is reached, in principle, institutions will have to contribute only if the resources of the SRF are used up in order to deal with resolution action taken by the relevant authorities. The BRRD has been implemented in Italy through the adoption of two Legislative Decrees by the Italian Government, namely, Legislative Decrees No. 180/2015 and 181/2015 (together, the **BRRD Decrees**), both of which were published in the Italian Official Gazette (*Gazzetta Ufficiale*) on 16 November 2015. Legislative Decree No. 180/2015 is a stand-alone law which implements the provisions of BRRD relating to resolution actions, while Legislative Decree No. 181/2015 amends the existing Banking Law (Legislative Decree No. 385 of 1 September 1993, as amended) and deals principally with recovery plans, early intervention and changes to the creditor hierarchy. The BRRD Decrees entered into force on 16 November, 2015, save that: (i) the bail-in tool applied from 1 January 2016; and (ii) a "depositor preference" granted for deposits other than those protected by the deposit guarantee scheme and excess deposits of individuals and SME's applied from 1 January 2019.

It is important to note that, pursuant to Article 49 of Legislative Decree No. 180/2015, resolution authorities may not exercise the bail-in powers in relation to secured liabilities, including covered bonds or their related hedging instruments, save to the extent that these powers may be exercised in relation to any part of a secured liability (including covered bonds and their related hedging instruments) that exceeds the value of the assets, pledge, lien or collateral against which it is secured. The BRRD specifically contemplates that *pari passu* ranking liabilities may be treated unequally. Accordingly, holders of Senior Notes and Subordinated Notes of a particular Series may be subject to write-down/conversion upon an application of the general bail-in tool while other Series of Senior Notes or, as appropriate, Subordinated Notes (or, in each case, other *pari passu* ranking liabilities) are partially or fully excluded from such application of the general bail-in tool. Further, although the BRRD provides a safeguard in respect of shareholders and creditors upon application of resolution tools, Article 75 of the BRRD sets out that such protection is limited to the incurrence by shareholders or, as appropriate, creditors, of greater losses as a result of the application of the relevant tool than they would have incurred in a winding up under normal insolvency proceedings. It is therefore possible not only that the claims of other holders of junior or *pari passu* liabilities may have been excluded from the application of the general bail-in tool and therefore the holders of such claims receive a treatment which is more favourable than that received by holders of Senior Notes or Subordinated Notes, but also that the safeguard referred to above does not apply to ensure equal (or better) treatment compared to the holders of such fully or partially excluded claims. This is due to the fact that the safeguard is not intended to address such possible unequal treatment but rather to ensure that shareholders or creditors do not incur greater losses in a bail-in (or other application of a resolution tool) than they would have received in a winding up under normal insolvency proceedings.

Certain categories of liability are subject to the mandatory exclusions from bail-in foreseen in Article 44(2)(g) of the BRRD. For instance, most forms of liability for taxes, social security contributions or to employees benefit from privilege under Italian law and as such are preferred to ordinary senior unsecured creditors in the context of liquidation proceedings. Article 108 of the BRRD requires that Member States modify their national insolvency regimes such that deposits of natural persons and micro, small and medium sized enterprises in excess of the coverage level contemplated by deposit guarantee schemes created pursuant to the BRRD have a ranking in normal insolvency proceedings which is higher than the ranking which applies to claims of ordinary, unsecured, non-preferred creditors, such as holders of Senior Notes. In addition, the BRRD does not prevent Member States, including Italy, from amending national insolvency regimes to provide other types of creditors, with rankings in insolvency higher than ordinary, unsecured, non-preferred creditors. Legislative Decree No. 181/2015 has amended the creditor hierarchy in the case of admission of Italian banks and investment firms to resolution as well as compulsory liquidation procedures by providing that, as from 1 January 2019, all deposits other than those protected by the deposit guarantee scheme and excess deposits of individuals and SMEs will benefit from a preference in respect of senior unsecured liabilities, though with a ranking which is lower than that provided for individual/SME deposits exceeding the coverage limit of the deposit guarantee scheme. On 25 October 2017 the European Parliament, the Council and the European Commission agreed on elements of the review of the BRRD. As part of this process Article 108 of the was amended by Directive (EU) 2017/2399. Member States were required to adopt and publish relevant laws, regulations and administrative provisions necessary to comply with the amendment to the creditor hierarchy by 29 December 2018. The recognition of the new class of so called "senior non-preferred debt" has been implemented in the EU through the Directive (EU) 2017/2399 of the European Parliament and of the Council of 12 December 2017 amending BRRD as regards the ranking of unsecured debt instruments in insolvency hierarchy. In Italy, the Directive has been implemented with the law No. 205/2017, modifying article 12bis of the Consolidated Banking Act.

Legislative Decree No. 181/2015 has also introduced strict limitations on the exercise of the statutory rights of set-off normally available under Italian insolvency laws, in effect prohibiting set-off by any creditor in the absence of an express agreement to the contrary. Since each holder of Subordinated Notes and the holders of the Senior Notes will have expressly waived any rights of set-off, counterclaim, abatement or other similar remedy which they might otherwise have, under the laws of any jurisdiction, in respect of such Senior Notes or Subordinated Notes, it is clear that the statutory right of set-off available under Italian insolvency laws will likewise not apply.

The powers set out in the BRRD will impact how credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors. As indicated above, holders of Senior Notes and Subordinated Notes may be subject to write-down/conversion into shares or other instruments of ownership on any application of the general bail-in tool and, in the case of Subordinated Notes, non-viability loss absorption.

The BRRD also established that institutions shall meet, at all times, their MREL requirement. Under Article 45 of the BRRD, MREL is to be calculated as the amount of own funds and eligible liabilities expressed as a percentage of total liabilities and own funds of the institution.

Revisions to the BRRD framework

The EU Banking Reform Package includes Directive (EU) 2019/879, which provides for a number of significant revisions to the BRRD (known as **BRRD2**). BRRD2 provides that Member States are required to ensure implementation into local law by 28 December 2020 with certain requirements relating to the implementation of the TLAC standard applying from January 2022 while the transitional period for full compliance with MREL requirements is foreseen until 1 January 2024, with interim targets for a linear build-up of MREL set at 1 January 2022. The EU Banking Reform Package includes, amongst other things:

- (a) full implementation of the FSB's TLAC standard in the EU and revisions to the existing MREL regime. Additional changes to the MREL framework include changes to the calculation methodology for MREL, criteria for the eligible liabilities which can be considered as MREL, the introduction of internal MREL and additional reporting and disclosure requirements on institutions;
- (b) introduction of a new category of "top-tier" banks, being banks which are resolution entities that are not G-SIIs but are part of a resolution group whose total assets exceed EUR 100 billion;
- (c) the introduction of a new moratorium power for resolution authorities and requirements on the contractual stays in resolution; and
- (d) amendments to the article 55 regime in respect of the contractual recognition of bail-in.

Changes to the BRRD under BRRD2 will impact how credit institutions and investment firms are managed as well as, in certain circumstances, the rights of creditors.

Intesa Sanpaolo Group is subject to the provisions of the Regulation establishing the Single Resolution Mechanism

On 19 August 2014, the Regulation (EU) No. 806/2014 establishing a Single Resolution Mechanism (the **SRM Regulation**) entered into force. The SRM Regulation became operational on 1 January 2016. There are, however, certain provisions including those concerning the preparation of resolution plans and provisions relating to the cooperation of the SRB with national resolution authorities, which entered into force on 1 January 2015. The SRM Regulation was subsequently updated with the EU Banking Reform Package in June 2019. The SRM Regulation, which complements the SSM (as defined above), applies to all banks supervised by the SSM. It will mainly consist of the SRB and the SRF.

The Single Resolution Mechanism framework ensures that, instead of national resolution authorities, there will be a single authority – i.e. the SRB – which takes all relevant decisions for the resolution of banks being supervised by the SSM and part of the Eurozone. In line with the changes to BRRD2 described above, revisions to the provisions of the SRM Regulation (in relation to MREL) are due to change in due course.

Transposition of the Anti-Tax Avoidance Directive in Luxembourg law – Intesa Luxembourg

As part of its anti-tax avoidance package, the EU Commission published a draft Anti-Tax Avoidance Directive on 28 January 2016, which was formally adopted by the EC Council on 12 July 2016 in Council Directive (EU) 2016/1164 (the "**ATAD I**").

In this respect, the Luxembourg law dated 21 December 2018 (the "**ATAD I Law**") transposed the ATAD I into Luxembourg legislation. The ATAD I Law may have an impact on the tax position of Intesa Luxembourg (including on its performance). Amongst the measures contained in the ATAD I Law is an interest deductibility limitation rule. The ATAD I Law provides that "exceeding borrowing costs" in excess of the higher of (a) EUR 3,000,000 or (b) 30% of an entity's adjusted earnings before interest, tax, depreciation and amortisation (EBITDA) will not be deductible in the year in which they are incurred but would remain available for carry forward. "Exceeding borrowing costs" is a defined term which relates to the amount by which the tax-deductible borrowing costs exceed "interest revenues and other equivalent taxable revenues from financial assets".

Furthermore, on 8 August 2019 the Luxembourg government tabled a draft bill of law to implement into Luxembourg legislation Council Directive (EU) 2017/952 of 29 May 2017 amending the ATAD I as regards hybrid mismatches with third countries (the "**ATAD II**"). The ATAD II extends the scope of the ATAD I which applied to situations of double deduction or deduction without inclusion resulting from the use of hybrid financial instruments or hybrid entities. The ATAD II requires EU Member States to either deny deduction of payments, expenses or losses or include payments as taxable income, in case of hybrid

mismatches. It includes situations involving permanent establishments, reverse hybrids, imported mismatches, hybrid transfers and dual residence.

The ATAD II needs to be implemented in the EU Member States' national laws and regulations by 31 December 2019 and will have to apply as of 1 January 2020, except for the provision on reverse hybrid mismatches for which implementation can be postponed to 31 December 2021, and will apply as of 1 January 2022.

The exact impact of the above mentioned new rules would need to be monitored on a regular basis, notably in the light of any future guidance from the Luxembourg tax authorities.

RISK FACTORS

The Issuers believe that the following risk factors may affect their ability to fulfil their obligations under the Instruments issued under the Programme. Most of these risk factors are contingencies which may or may not occur and the Issuers are not in a position to express a view on the likelihood of any such contingency occurring. In addition, risk factors which are material for the purpose of assessing the market risks associated with the Instruments issued under the Programme are also described below.

The Issuers believe that the risk factors described below represent the principal risks inherent in investing in Instruments issued under the Programme, but the inability of the Issuers to pay interest, principal or other amounts on or in connection with any Instruments may occur for other reasons which may not be considered significant risks by the Issuers based on information currently available to them or which they may not currently be able to anticipate. Accordingly, the Issuers do not represent that the statements below regarding the risk of holding any Instruments are exhaustive.

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

Factors that may affect the Issuers' and Guarantor's ability to fulfil their obligations under the Instruments issued under the Programme

Risk factors relating to the Issuers and the Guarantor

Prospective investors are invited to carefully read this chapter on the risk factors before making any investment decision, in order to understand the risks related to the Intesa Sanpaolo Group and obtain a better appreciation of the Intesa Sanpaolo Group's abilities to satisfy the obligations related to the Instruments issued and described in the relevant Final Terms. The Issuers deem that the following risk factors could affect the ability of the same to satisfy their obligations arising from the Instruments.

The risks below have been classified into the following categories:

Risks relating to the financial situation of Intesa Sanpaolo Group;

Risks related to legal proceedings;

Risks related to the business sector of Intesa Sanpaolo;

Risk related to the development of the banking sector regulation and the changes in the regulation on the solution of banking crises; and

Risks related to the entry into force of new accounting principles and the amendment of the applied accounting principles.

Risks related to the financial situation of Intesa Sanpaolo Group

Risk exposure to debt Securities issued by sovereign States

As at 30 June 2019, the exposure to securities issued by Italy amounted to approximately 83 billion Euros, increased compared to approximately 76 billion Euros as at 31 December 2018. On the same date, the investments in sovereign debt securities issued by EU Countries corresponded to 112 billion Euros, compared to 101 billion Euros at the end of 2018. The securities issued by governments, central banks and other public entities represented, globally, about 44.4% of the total financial assets at the end of 2018, compared to about 46.5% at the end of 2017.

The market tensions regarding government bonds and their volatility, as well as Italy's rating downgrading or the forecast that such downgrading may occur, might have negative effects on the assets, the economic and/or financial situation, the operational results and the perspectives of the Bank.

Intesa Sanpaolo Group's results are and will be exposed to sovereign debtors, in particular to Italy and certain major European Countries.

As at 30 June 2019, the exposure to securities issued by Italy amounted to approximately 83 billion Euros (10.0% of the total assets of the Group), to which should be added approximately 12 billion Euros represented by investments. On the same date, the investments in sovereign debt securities issued by EU Countries corresponded to 112 billion Euros (13.5% of the total assets of the Group), to which should be added approximately 13 billion Euros represented by loans. At the end of 2018, the exposure to securities issued by Italy corresponded to approx. 76 billion Euros (9.6% of the total assets of the Group), to which should be added approx. 12 billion represented by investments. On the same date, the investments in sovereign debt securities issued by EU Countries corresponded to 101 billion Euros (12.8% of the total assets of the Group), to which should be added approx. 13 billion represented by loans. On the whole, the securities issued by governments, central banks and other public entities represented approx. 44.4% of the total financial assets.

At the end of 2017, the exposure to securities issued by Italy amounted to approx. 76 billion Euros (which represented 9.5% of the total assets of the Group), to which were added approx. 13 billion represented by loans. On the same date, the investments in sovereign debt securities issued by EU Countries amounted to 106 billion Euros (which represented 13.3% of the total assets of the Group), to which were added approx. 15 billion represented by loans. On the whole, the securities issued by governments, central banks and other public entities represented approx. 46.5% of the total financial assets.

The tensions in the market of Government Bonds and their volatility, in particular with reference to the spread of the performance of Italian bonds compared to other benchmark government bonds may have negative effects on the activities and the economic and/or financial situation of the Bank.

Furthermore, the downgrading of Italy's rating, or the forecast that such downgrading may occur, could make the markets unstable and have negative impacts on the operational results, financial conditions and perspectives of the Bank.

For further information please refer to Part E of the explanatory note of the consolidated financial statements for 2018, incorporated by reference in this Information Memorandum.

Risks related to legal proceedings

As at 30 June 2019 approx. 18,000 disputes – with the exclusion of those against Risanamento S.p.A. which is not subject to the direction and coordination of Intesa Sanpaolo – were pending, with overall claims of 5,433 million Euros and provisions for approx. 609 million Euros to cover any "possible" disbursements.

The risk arising from legal proceedings consists of the possibility of the Bank being obliged to pay any sum in case of unfavourable outcome.

The most common legal disputes are related to invalidity, cancellation, inefficacy actions or compensation for damages as a consequence of transactions related to the ordinary banking and financial activity carried out by the Bank.

For any individual assessment regarding legal disputes please refer to the section titled "*Legal Proceedings*" on page 35 of this Information Memorandum. Such paragraph also includes information concerning the disputes on the marketing of convertible and/or subordinated shares/bonds issued by *Banca Popolare di Vicenza* or *Veneto Banca*, which filled against respectively *Banca Nuova* and *Banca Apulia* (both subsequently merged by incorporation in *Intesa Sanpaolo*).

In this respect, the Bank would like to highlight that, as of 31 December 2018, the Arbitrator for Financial Controversies accepted no. 88 appeals from *Banca Nuova*'s clients, whose claims aimed the shares of *Banca Popolare di Vicenza*, as well as no. 108 appeals submitted by the clients of *Banca Apulia* whose claims aimed the shares of *Veneto Banca*. *Banca Nuova* and *Banca Apulia* (both now *Intesa Sanpaolo*) have not

executed the decisions as –in compliance with the provisions of Decision C(2017) 4501 of the European Commission on State Aid – every liability in relation to the marketing of shares of ex Venetian banks shall be borne exclusively by Veneto Banca S.p.A. in compulsory administrative liquidation and Banca Popolare di Vicenza in compulsory administrative liquidation.

Risks related to the business sector of Intesa Sanpaolo

Risks related to the economic/financial crisis and the impact of current uncertainties of the macro-economic context

The future development in the macro-economic context may be considered as a risk as it may produce negative effects and trends in the economic and financial situation of the Bank and/or the Group.

Any negative variations of the factors described hereafter, in particular during periods of economic-financial crisis, could lead the Bank and/or the Group to suffer losses, increases of financing costs, and reductions of the value of the assets held, with a potential negative impact on the liquidity of the Bank and/or the Group and its financial soundness.

The trends of the Bank and the Group are affected by the general, national and economic situation of the Eurozone, the dynamics of financial markets and the soundness and growth prospects of the economy of other geographic areas in which the Bank and/or the Group operates.

In particular, the profitability capacity and solvency of the Bank and/or the Group are affected by the trends of certain factors, such as the investors' expectations and trust, the level and volatility of short-term and long-term interest rates, exchange rates, financial markets liquidity, availability and cost of capital, sustainability of sovereign debt, household incomes and consumer spending, unemployment levels, business profitability, inflation and housing prices.

The macro-economic framework is currently characterised by significant profiles of uncertainty, in relation to: (a) the real economy trends, with respect to the likelihood of recession both at the domestic and global level and with respect to an escalation of the US tariff war; (b) the future developments of ECB monetary policies in the Euro area and of the FED in the dollar area; (c) the tensions observed, on a more or less recurrent basis, on the financial markets; (d) the trust instability among Italian public debt holders of, due to the uncertainty of budgetary policies; and (e) the exit of the United Kingdom from the European Union, the terms and conditions of which remain uncertain.

With specific reference to point (e), the regulatory and politic uncertainties, along with the uncertainty of when Brexit will actually take place, imply risks of business and operational discontinuity. In such context, the main impacts of a hard Brexit scenario (*worst case scenario*)⁴ that has being observed by the Bank and/or the Group through a dedicated project which concerns: (i) the loss of the European passport of the United Kingdom branches with consequent need, in order to ensure business continuity, the obtainment of a new authorisation to operate as a third country branch, to relocate certain business activities and review the operative model of certain branches located in the UK; (ii) the impossibility of accessing the post-trading infrastructures within the United Kingdom in absence of an equivalence decision of the European Commission, with consequent need to identify *ad hoc* solutions in order to guarantee the continuity of execution and access to the post-Brexit clearing systems by means of central compensation counterparties (CCP) and central securities depositaries (CSD); (iii) the discontinuity of certain contracts, with consequent need to perform their revision or substitution (i.e. by means of bilateral renegotiation, entering into a new agreement); (iv) certain British rules peculiarities envisage, for Third Country Branches, the appointment of senior roles with well-defined responsibilities and, therefore, require an adjustment of the organisational order of the branches in the United Kingdom, aimed at guaranteeing the compliance with the new regulatory framework.

Credit risk

We would like to remark that, as of 30 June 2019, Intesa Sanpaolo recorded a gross NPL ratio of 8.4%. On 31 December 2018, the same data corresponded to 8.8%, compared to 11.9% recorded on 31 December

⁴ Such scenario envisages that, following the exit from the European Union, the United Kingdom becomes a Third Country without any agreement with the European Union and any definition of a "Transitional Period", and assumes that the EU regulations cease to be applied in the UK.

2017. The credit institutions which recorded a gross NPL ratio higher than 5% are required – on the grounds of the "Guidelines on management of non performing and forborne exposures" of EBA – to prepare specific strategic and operative plans for the management of such exposures.

Taking into consideration the pattern of the main credit risk indicators in 2017–2018, in the first six months of 2019 and the assignment of non-performing loans mentioned hereafter, Intesa Sanpaolo deems that the risk related to credit quality is of low relevance.

The economic and financial activity and soundness of the Bank depend on the degree of credit reliability of its clients.

The Bank is exposed to the traditional risks related to credit activity. Therefore, the clients' breach of the agreements entered into and of their underlying obligations, or any lack of information or incorrect information provided by them as to their respective financial and credit position, could have negative effects on the economic and/or financial situation of the Bank.

Furthermore, any exposures in the bank portfolio towards counterparties, groups of connected counterparties and counterparties of the same economic sector, which perform the same activity or belong to the same geographic area, could increase the Bank concentration risk.

More generally, the counterparties may not satisfy their respective obligations towards the Bank by reason of bankruptcy, absence of liquidity, operational malfunction or any other reason. The bankruptcy of an important participant in the market, or any concerns about its default, could cause serious liquidity issues, losses or defaults by other institutions, which, in turn, could negatively affect the Bank. The Bank may also be subject to the risk, under specific circumstances, that some of its credits towards third parties are no longer collectable. Furthermore, a decrease of the creditworthiness of third parties, including sovereign States, of which the Bank holds securities or bonds, might cause losses and/or negatively affect the ability of the Bank to invest again or use in a different way such securities or bonds for liquidity purposes. A significant decrease of the creditworthiness of the counterparties of the Bank might, therefore, have a negative impact on the results of the same Bank. Albeit, in many cases, the Bank could require further guarantees to the counterparties which are in financial difficulties, certain disputes may arise with respect to the amount of guarantee that the Bank is entitled to receive and the value of the assets which are object of guarantee. The levels of default, counterparties rating decrease and disputes in relation to counterparties on the guarantee assessment could be significantly increased during periods of market tensions and illiquidity.

In compliance with the provisions of the "Guidelines on management of non performing and foreborne exposures" of the EBA mentioned above, in 2017 Intesa Sanpaolo submitted to the ECB a plan for the reduction of non-performing loans, which was mainly focused on recovery activities by means of internal management. In the last part of 2017 – in light of the regulatory developments with the publication, in October, of the draft of the Addendum to the "NPL Guidance",¹⁾ aimed to define the minimum levels of prudential provisioning for non-performing loans, and the guidelines of the Supervisory Authority provided for banks with non-performing exposures above average and concerning the need to proceed with more strength in the reduction of non-performing loans – Intesa Sanpaolo, in the preparation of the Business Plan 2018–2021 approved by the Board of Directors, identified, among the main items of concern, a significant de-risking to be realised also through the assignment of a portfolio of non-performing loans, later perfected at the end of 2018.

The reduction of non-performing loans, before the value adjustments, in the first six months of 2019 has been of approx. 1,7 billion from 31 December 2018, and of approx. 17 billion from December 2017 (approx. 6 billion excluding the transaction for the assignment of non-performing loans to Intrum which was perfected at the end of 2018), therefore already achieving in the first 18 months of the Business Plan 2018–2021 67% of the reduction objective set for the entire four-year period.

For further information on the management of the "credit risk", please refer to Part E of the explanatory note of the consolidated financial statements for 2018, included by reference in this Information Memorandum.

Market risk

As to the VaR (Value at Risk) of the trading portfolio, with respect to the entirety of 2018, the medium risk profile of the Group (equal to 74,1 million Euros) resulted in an increase compared to the average values of 2017 (equal to 69 million Euros). The average VaR for the first semester 2019 is equal to 170,4 million Euros, compared to 55 million for the first semester 2018. The dynamics of the indicator – mainly determined by Banca IMI – is ascribable to an increase of the risk measures, which are primarily attributable to government bond transactions, which are compliant with the Risk Appetite Framework 2019. By analysing its composition we observe, with respect to the different factors, the prevalence of credit spread risk. It should be specified that in Banca IMI, the VaR limit also includes the HTCS (Held To Collect and Sell) component.

As to the bank portfolio risks, the market risk, measured in terms of VaR, has recorded in the first six months of 2019 an average value of 103 million Euros (136 million was the average value on 30/06/2018). On 30 June 2019, the VaR was equal to 126 million Euros, compared to 147 million on 30 June 2018. On 31 December 2018, the VaR was equal to 91 million, compared to 153 million on 31 December 2017.

The market risk is the risk of losses in the value of financial instruments, including the securities of sovereign States held by the Bank, due to the movements of market variables (by way of example and without limitation, interest rates, prices of securities, exchange rates), which could determine a deterioration of the financial soundness of the Bank and/or the Group. Such deterioration could be produced either by negative effects on the income statement deriving from positions held for trading purposes, or from negative changes in the FVOCI (*Fair Value through Other Comprehensive Income*) reserve, generated by positions classified as financial Activities evaluated at fair value, with an impact on the overall profitability.

The Bank is therefore exposed to possible changes of the financial instruments value, including the securities issued by sovereign States, due to fluctuations of interest rates, exchange rates of currencies, prices of the securities listed on the markets, commodities and credit spreads and/or other risks. Such fluctuations could be caused by changes in the general economic trend, the investors' propensity to investments, monetary and tax policies, liquidity of the markets on a global scale, availability and capital cost, interventions of rating agencies, political events both at social and international level, war conflicts and acts of terrorism. The market risk occurs both with respect to the trading book, which includes the financial trading instruments and derivative instruments related thereto, and the banking book, which includes the financial assets and liabilities that are different from those contained in the trading book.

For further information please see Part E of the explanatory note of the consolidated financial statements, incorporated by reference into this Information Memorandum.

Liquidity risk of Intesa Sanpaolo

*The ratio between the credits towards customers and the direct deposit taking, as reported in the consolidated financial statement (**Loan to deposit ratio**) on 30 June 2019 was at 93%, compared to 95% on 31 December 2018.*

The "Liquidity Coverage Ratio" (LCR) on 30 June 2019 was higher than 100% against a minimum regulatory threshold equal to 100% starting from 1 January 2018.

The "Net Stable Funding Ratio" (NSFR) on 30 June 2019 was higher than 100% against a minimum regulatory threshold of 100% to be respected starting from 2021.

The participation of the Group to TLTRO funding transactions with ECB at the end of June 2019 was equal to approx. 61 billion Euros.

Although the Bank constantly monitors its own liquidity risk, any negative development of the market situation and the general economic context and/or creditworthiness of the Bank, possibly accompanied by the need to adapt the liquidity situation of the Bank to the regulatory requirements updated from time to time in implementation of the European rules, may have negative effects on the activities and the economic and/or financial situation of the Bank and the Group.

The liquidity risk is the risk that the Bank is not able to satisfy its payment obligations at maturity, both due to the inability to raise funds on the market (funding liquidity risk) and of the difficulty to disinvest its own assets (market liquidity risk).

The liquidity of the Bank may be prejudiced by the temporary impossibility of accessing capital markets by the issuance of debt securities (both guaranteed and not guaranteed), the inability to receive funds from counterparties which are external to or of the Group, the inability to sell certain assets or redeem its investments, as well as unexpected cash outflows or the obligation to provide more guarantees. Such a situation may occur by reason of circumstances that are independent from the control of the Bank, such as a general market disruption or an operational issue which affects the Bank or any third parties, or also by reason of the perception among the participants in the market that the Bank or other participants in the market are experiencing a higher liquidity risk. The liquidity crisis and the loss of trust in the financial institutions may increase the the Bank's cost of funding and limit its access to some of its traditional liquidity sources.

Examples of liquidity risk manifestation are the bankruptcy of an important participant to the market, or concerns about its possible default, which may cause serious liquidity issues, losses or defaults of other banks which, in turn, could negatively affect the Bank; and a decrease of the creditworthiness of third parties of which the Bank holds securities or bonds, that may determine losses and/or negatively affect the ability of the Bank to invest again or use in a different way such securities or bonds for liquidity purposes.

Towards a better understanding, the report below details the participation of the Group to the TLTRO funding transactions with the ECB as at the first six months of 2019.

Management data, not subject to audit (€ billion)

Starting date	Maturity date	Amount
29/06/2016	24/06/2020	approx. 40
28/09/2016	30/09/2020	approx. 5
21/12/2016	16/12/2020	approx. 4
29/03/2017	24/03/2021	approx. 12
Total		approx. 61

For further information please see Part E of the explanatory note of the consolidated financial statements, incorporated by reference in this Information Memorandum.

Operational risk

The Bank is exposed to several categories of operational risk which are intrinsic to its business, among which those mentioned herein, by way of example and without limitation: frauds by external persons, frauds or losses arising from the unfaithfulness of the employees and/or breach of control procedures, operational errors, defects or malfunctions of computer or telecommunication systems, computer virus attacks, default of suppliers with respect to their contractual obligations, terrorist attacks and natural disasters. The occurrence of one or more of said risks may have significant negative effects on the business, the operational results and the economic and financial situation of the Bank.

The operational risk may be defined as the risk of loss resulting from inadequate or failed internal processes, people and systems or from external events. Operational risk includes legal risk and compliance risk, model risk, ICT risk and financial reporting risk; strategic and reputational risk are not included.

The Bank has defined a framework for the operational risks management which consists of the following phases:

- Identification, which includes the activities of detection, collection and classification of the quantitative and qualitative information concerning the operational risks;

- Measurement and assessment, which includes the definition of the exposure to operational risks exposure of the Intesa Sanpaolo Group, performed on the basis of information collected in the "identification" phase;
- Monitoring and control, which includes the supervision of operational risk profiles (including ICT and cyber risk) and of the exposures to relevant losses by promoting, through a proper reporting activity, an active risk management;
- Management (or mitigation), which includes the activities aimed to manage the operational risks, which are undertaken by operating on the significant risk factors or through their transfer by means of use of insurance coverages or other instruments; and
- Communication, which includes the information flows related to the management of operational risks among the several stakeholders involved, in order to monitor the process and to obtain an appropriate knowledge of the exposure to such risks.

Although the Bank constantly supervises its own operational risks, certain unexpected events and/or events out of the Bank's control may occur (including those mentioned above by way of example and without limitation), with possible negative effects on the business and the economic and/or financial situation of the Bank and the Group, as well as on its reputation.

For further information please see Part E of the explanatory note of the consolidated financial statements for 2018, incorporated by reference in this Information Memorandum.

Foreign exchange risk

The Bank is exposed to several categories of foreign exchange risk which are intrinsic to its business and are lied in foreign currency loans and deposits held by customers, purchases of securities, equity investments and other financial instruments in foreign currencies, conversion to domestic currency of assets, liabilities and income of branches and subsidiaries abroad, trading of foreign currencies and banknotes, and collection and/or payment of interest, commissions, dividends and administrative costs in foreign currencies. Although the Bank constantly monitors its exposure to foreign currencies, any negative development of the foreign rates may have negative effects on activities and the economic and/or financial situation of the Bank and the Group.

“Foreign exchange risk” is defined as the possibility that foreign exchange rate fluctuations produce significant changes, both positive and negative, in the Group’s balance sheet aggregates. The key sources of exchange rate risk lie in:

- foreign currency loans and deposits held by corporate and/or retail customers;
- purchases of securities, equity investments and other financial instruments in foreign currencies;
- conversion into domestic currency of assets, liabilities and income of branches and subsidiaries abroad;
- trading of foreign currencies and banknotes;
- collection and/or payment of interest, commissions, dividends and administrative costs in foreign currencies.

More specifically, “structural” foreign exchange risk refers to the exposures deriving from the commercial operations and the strategic investment decisions of the Intesa Sanpaolo Group.

Foreign exchange transactions, spot and forward, are carried out mostly by Banca IMI, which also operates in the name and on behalf of the Intesa Sanpaolo with the task of guaranteeing pricing throughout the Bank and the Intesa Sanpaolo Group while optimizing the proprietary risk profile deriving from brokerage of foreign currencies traded by customers.

The main types of financial instruments traded include: spot and forward exchange transactions in foreign currencies, forex swaps, domestic currency swaps, and foreign exchange options.

Risk related to the development of the banking sector regulation and the changes in the regulation on the solution of banking crises

The Bank is subject to a complex and strict regulation, as well as to the supervisory activity performed by the relevant institutions (in particular, the European Central Bank, the Bank of Italy and CONSOB). Both aforementioned regulation and supervisory activity are subject, respectively, to continuous updates and practice developments.

Furthermore, as a listed Bank, the Bank is required to comply with further provisions issued by CONSOB.

The Bank, besides the supranational and national rules and the primary or regulatory rules of the financial and banking sector, is also subject to specific rules on anti-money laundering, usury and consumer protection.

Although the Bank undertakes to comply with the set of rules and regulations, any changes of the rules and/or changes of the interpretation and/or implementation of the same by the competent authorities could give rise to new burdens and obligations for the Bank, with possible negative impacts on the operational results and the economic and financial situation of the Bank.

Regulatory framework

Starting from 1 January 2014, a part of the Supervisory Rules has been amended on the grounds of the Directions deriving from the so called Basel III agreements, mainly with the purpose to significantly strengthen the minimum capital requirements, the restraint of the leverage degree and the introduction of policies and quantitative rules for the mitigation of the liquidity risk of the banks.

As for the capital requirements, the prudential provisions in force provide for minimum capitalisation levels. In particular, the banks are required to have a Common Equity Tier 1 (CET 1) ratio at least equal to 7% of the risk-weighted assets, a Tier 1 ratio equal at least to 8.5% of the risk-weighted assets and a Total Capital ratio equal at least to 10.5% of said risk-weighted assets (such minimum levels include the so called "capital conservation buffer", namely a "buffer" of further mandatory capitalisation).

As known, *Intesa Sanpaolo*, as a bank of significant importance for the European financial system, is subject to direct supervision of the European Central Bank (ECB). Following the Supervisory Review and Evaluation Process (SREP) the ECB provides, on an annual basis, a final decision of the capital requirement that *Intesa Sanpaolo* must comply with a consolidated level. On 8 February 2019, *Intesa Sanpaolo* received the final decision of the ECB concerning the capital requirement that must be respected in terms of Common Equity Tier 1 ratio starting from 1 March 2019, which was fixed at 8.88% according to the transitional criteria in force for 2019 and at 9.35% according to the criteria currently in force.

The following requirements match the determination of the requirement related to the Common Equity Tier 1 ratio for 2019: a) the SREP requirement in terms of Total Capital ratio equal to 9.5%, which includes the Pillar I minimum requirement of 8%, in whose context a 4.5% in terms of Common Equity Tier 1 ratio and 1.5% of additional requirement of Pillar II, entirely in terms of Common Equity Tier 1 ratio; b) the additional requirement related to the Capital Conservation Buffer, equal to 2.5% according to the criteria in force in 2019 and the O-SII Buffer (Other Systematically Important Institutions Buffer) additional requirement, equal to 0.38% according to the transitional criteria in force for 2019 and 0.75% according to the criteria in force in 2021.

By taking into account the additional requirement made by the *Institution specific Countercyclical Capital Buffer*⁵, the requirement of Common Equity Tier 1 ratio to be respected by *Intesa Sanpaolo* is equal to 8.96% according to the transitional criteria in force for 2019 and to 9.36% according to the criteria currently in force.

As at 31 December 2018, by taking into account the transitional treatment adopted to mitigate the impact of the IFRS 9 (**IFRS 9 Transitional**), the total solvency coefficient of the *Intesa Sanpaolo* Group (Total Capital Ratio) is at 17.7%; and the ratio between the Class I Capital (Tier 1) of the Group and the set of risk-weighted assets (Tier 1 ratio) is at 15.2%. The ratio between the Primary Capital of Class 1 (CET1) and the risk-weighted assets (Common Equity Tier 1 ratio) is equal to 13.5%.

By taking into consideration the full inclusion of the impact of IFRS 9 (**IFRS 9 Fully Loaded**), the solvency coefficients as of 31 December 2018 are the following: Total capital ratio 16.5%; Tier 1 ratio 13.8%; and Common Equity Tier 1 ratio 12.0%.

As for the liquidity, the European rules envisage, *inter alia*, a short-term indicator (Liquidity Coverage Ratio, or **LCR**), aimed at creating and maintaining a liquidity buffer able to allow the survival of the bank for a period of thirty days in case of serious market stress, and a structural liquidity indicator (Net Stable Funding Ratio, or **NSFR**) with a temporal horizon longer than a year, introduced to ensure that the assets and liabilities have a sustainable maturity structure.

Both indicators of the Group are widely above the minimum limits provided by the Rules.

Furthermore, the Prudential Basel 3 regulation introduced the financial Leverage Ratio, which measures the coverage degree of Class 1 Capital compared to the total exposure of the Bank Group. Such index is calculated by considering the assets and exposures out of the budget. The objective of the indicator is to contain the degree of indebtedness in the balance sheets of the banks. The ratio is subject to a minimum regulatory limit of 3%.

Although the above-mentioned regulatory evolution (further described under the “*Regulatory Section*” on page 45 of this Information Memorandum) envisages a gradual adaptation to the new prudential requirements, the impacts on the management dynamics of the Bank could be significant.

In this context, a few other relevant provisions are the implementation of Directives 2014/49/EU (*Deposit Guarantee Schemes Directive*) of 16 April 2014 and the adoption of the (EU) Regulation no. 806/2014 of the European Parliament and the Council of 15 July 2014 (*Single Resolution Mechanism Regulation*, – so called **SRMR**), which may determine a significant impact on the economic and financial position of the Bank and the Group, as such rules set the obligation to create specific funds with financial resources that shall be provided, starting from 2015, by means of contributions by the credit institutions.

Moreover, the Directive 2014/59/EU of the European Parliament and the Council (Bank Recovery and Resolution Directive, **BRRD**, as amended by Directive 879/2019/EU, **BRRD II**), which, *inter alia*, introduced the so called "bail-in", Regulation 2019/876/EU of the European Parliament and the Council, which amends Regulation 575/2013/EU (s.c. "CRR II") and the Directive of the Parliament and the Council 2019/878/EU, which amends Directive 2013/36/EU (s.c. "CRD V") must be taken into consideration and put in force by Intesa Sanpaolo Group.

The Intesa Sanpaolo Group is subject to the BRRD, as amended from time to time, which is intended to enable a wide range of actions that could be taken towards institutions considered to be at risk of failing (i.e. the sale of business, the asset separation, the bail-in and the bridge bank). The execution of any action under the BRRD towards the Intesa Sanpaolo Group could materially affect the value of, or any repayments linked to the Instruments.

On 15 October 2013, the Council of the European Union adopted the Council Regulation (EU) No. 1024/2013 granting specific tasks to the ECB as per prudential supervision policies of credit institutions (the **SSM Regulation**) in order to establish a single supervisory mechanism (the **Single Supervisory Mechanism** or **SSM**). From 4 November 2014, the SSM Regulation has given the ECB, in conjunction with the national regulatory authorities of the Eurozone and participating Member States, direct supervisory responsibility over "banks of significant importance" in the Eurozone. In this respect, "banks of significant importance" include any Eurozone bank that (i) has assets greater than €30 billion or – unless the total value of its assets is below €5 billion – greater than 20% of national gross domestic product; (ii) is one of the three most significant credit institutions established in a Member State; (iii) has requested, or is a recipient of, direct assistance from the European Financial Stability Facility or the European Stability Mechanism; (iv) is considered by the ECB to be of significant relevance where it has established banking subsidiaries in more

than one participating Member State and its cross-border assets/liabilities represent a significant part of its total assets/liabilities.

Notwithstanding the fulfilment of these criteria, the ECB, on its own initiative after consulting with each national competent authority or upon request by a national competent authority, may declare an institution significant to ensure the consistent application of high-quality supervisory standards. Intesa Sanpaolo and the Intesa Sanpaolo Group have been classified, respectively, as a significant supervised entity and a significant supervised group within the meaning of Regulation (EU) No. 468/2014 of the European Central Bank of 16 April 2014 establishing the framework for co-operation within the Single Supervisory Mechanism between the European Central Bank and each national competent authority and with national designated authorities (the **SSM Framework Regulation**) and, as such, are subject to direct prudential supervision by the ECB in respect of the functions granted to ECB by the SSM Regulation and the SSM Framework Regulation.

For further details, please see the "*Regulatory Section*" on page 45 of this Information Memorandum.

Risks related to the entry into force of new accounting principles and the amendment of the applied accounting principles

The Bank is exposed, as well as any other entity operating within the bank sector, to the effects deriving from both the entry into force of new accounting principles and the amendment of the existing ones, in particular with respect to the international IAS/IFRS accounting principles, as approved and adopted within the European legal system. On the date of first implementation of the IFRS 9 principle (31 March 2018), the main impacts for the Intesa Sanpaolo Group arised from the application of the new impairment accounting model (based on the "expected loss" concept instead of the "incurred loss" approach, which was previously envisaged by IAS 39), which has led to an increase of the value adjustments. The first implementation of the IFRS 16 principle, on 31 March 2019, caused an impact on the CET 1, equal to -8 base points.

It is important to highlight that a particular attention should be given towards other interventions on the accounting regulations, particularly the new international principle IFRS 9 "*Financial Instruments*", which replaced the IAS 39 as per the classification and measurement of the financial instruments. Such principle, which has been approved by means of Regulation (EU) 2067/2016, entered into force on 1 January 2018.

For an in depth analysis of the IFRS 9, the relevant implementation project and the effects of its first application (FTA) we refer to the chapter on "*The transition to the international accounting principle IFRS 9*" included in the balance sheet as of 31 December 2018. We would like to underline that, upon the first application of the principle, the main impacts for *Intesa Sanpaolo* Group arised from the enforcement of the new impairment accounting model (based on the concept of "expected loss" instead of the approach of the "incurred loss", previously envisaged by IAS 39), which caused an increase of the value adjustments.

Also with reference to the application of the IFRS 9, we observe that the *Intesa Sanpaolo* Group, as mainly a banking financial conglomerate, has decided to avail itself of the option of application of the so called "Deferral Approach" (or Temporary Exemption), by virtue of which the financial assets and liabilities of the insurance subsidiary Companies continue to be registered on the balance sheet under the provisions of IAS 39, awaiting the entry into force of the new international accounting principle on insurance agreements (IFRS 17), which is scheduled for 2022.

For further details on the first adoption of the new principle please refer to the specific qualitative and quantitative information included in the chapter "*Criteria for the preparation of the interim report as of 30 September 2019*".

Risk Factors related to the Instruments

The risks below have been classified into the following categories:

The Instruments may not be a suitable investment for all investors;

Risks related to the structure of a particular issue of Instruments;

Risks related to Instruments generally;

Risks related to the market generally.

The Instruments may not be a suitable investment for all investors

Each potential investor in the Instruments must determine the suitability of that investment in the light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Instruments, the merits and risks of investing in the Instruments and the information contained or incorporated by reference in this Information Memorandum or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Instruments and the impact the Instruments will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Instruments, including Instruments with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Instruments and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Risks related to the structure of a particular issue of the Instruments

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

Fixed/floating rate Instruments

Fixed/floating rate Instruments may bear interest at a rate that the relevant Issuer may elect to convert from a fixed rate to a floating rate or from a floating rate to a fixed rate. That Issuer's ability to convert the interest rate will affect the secondary market and the market value of the Instruments since that Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the relevant Issuer converts from a fixed rate to a floating rate, the spread on the fixed/floating rate Instruments may be less favourable than then prevailing spreads on comparable floating rate Instruments tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Instruments. If that Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on instruments.

Instruments issued at a substantial discount or premium

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

Risks related to Instruments generally

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

Global Instruments held in a clearing system

Because the Global Instruments are held by or on behalf of Euroclear and Clearstream, Luxembourg, investors who hold Instruments through interests in the Global Instruments will have to rely on their procedures for transfer, payment and communication with the relevant Issuer.

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

Risks related to the market generally

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

The secondary market generally

Instruments may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Instruments easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Instruments that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Instruments generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have a severely adverse effect on the market value of Instruments. In addition, Instruments issued under the Programme might not be listed on a stock exchange or regulated market and, in these circumstances, pricing information may be more difficult to obtain and the liquidity and market prices of such Instruments may be adversely affected.

Exchange rate risks and exchange controls

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

payable on the Instruments and (3) the Investor's Currency-equivalent market value of the Instruments. Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Interest rate risks

Investment in fixed rate Instruments involves the risk that subsequent changes in market interest rates may adversely affect the value of the fixed rate Instruments.

Credit ratings may not reflect all risks

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

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

Legal investment considerations may restrict certain investments.

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Instruments are legal investments for it, (2) Instruments can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Instruments. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Instruments under any applicable risk-based capital or similar rules.

The regulation and reform of "benchmarks" may adversely affect the value of Instruments linked to such "benchmarks"

The London Interbank Offered Rate (**LIBOR**), the Euro Interbank Offered Rate (**EURIBOR**) and other indices which are deemed to be "benchmarks" are the subject of recent national, international and other regulatory guidance and proposals for reform. Some of these reforms are already effective while others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, or to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Instruments linked to such a "benchmark".

Regulation (EU) 2016/1011 (the **Benchmarks Regulation**) was published in the Official Journal of the EU on 29 June 2016. The Benchmarks Regulation applies, subject to certain conditions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark, within the EU. It will, among other things, (i) require benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevent certain uses by EU supervised entities (such as the Issuers) of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

The Benchmarks Regulation could have a material impact on any Instruments linked to or referencing a rate or index deemed to be a "benchmark", in particular, if the methodology or other terms of the "benchmark" are changed in order to comply with the requirements of the Benchmarks Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the "benchmark".

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of Benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a Benchmark and complying with any such regulations or requirements.

Specifically, the sustainability of LIBOR has been questioned as a result of the absence of relevant active underlying markets and possible disincentives (including possibly as a result of benchmark reforms) for market participants to continue contributing to such benchmarks. On 27 July 2017, and in a subsequent speech made UK Financial Conduct Authority (FCA)'s Chief Executive on 12 July 2018, it was confirmed that banks will no longer be persuaded or compelled banks to submit rates for the calculation of the LIBOR benchmark after 2021 (the **FCA Announcements**). The FCA Announcements indicated that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021.

In addition, on 29 November 2017, the Bank of England and the FCA announced that, from January 2018, its Working Group on Sterling Risk-Free Rates has been mandated with implementing a broad-based transition to the Sterling Overnight Index Average (**SONIA**) over the next four years across sterling bond, loan and derivative markets, so that SONIA is established as the primary sterling interest rate benchmark by the end of 2021.

Separate workstreams are also underway in Europe to reform EURIBOR using a hybrid methodology and to provide a fallback by reference to a euro risk-free rate (based on a euro overnight risk-free rate as adjusted by a methodology to create a term rate). On 13 September 2018, the working group on euro risk-free rates recommended Euro Short-term Rate (**€STR**) as the new risk free rate. The ECB published the €STR for the first time on 2 October 2019, reflecting trading activity on 1 October 2019. €STR will replace EONIA with effect from 3 January 2022. In addition, on 21 January 2019, the euro risk free-rate working group published a set of guiding principles for fallback provisions in new euro denominated cash products (including bonds). The guiding principles indicate, among other things, that continuing to enter into new contracts referencing EURIBOR or EONIA or €STR without more robust provisions may increase the risk to the euro area financial system.

It is not possible to predict with certainty whether, and to what extent, LIBOR and EURIBOR will continue to be supported going forwards. This may cause LIBOR and EURIBOR to perform differently than they have done in the past and may have other consequences which cannot be predicted. Such factors may have (without limitation) the following effects on certain benchmarks: (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or methodologies used in the benchmark and/or (iii) leading to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Instruments linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark.

The terms and conditions of the Instruments provide that, if the Issuer (in consultation with the Calculation Agent) determines that a Benchmark Event (as defined in the terms and conditions set forth in the forms of Instruments) has occurred (including, but not limited to, a Reference Rate (as defined in the terms and conditions) ceasing to be provided or upon a material change of a Reference Rate), the Issuer shall use reasonable endeavours to appoint an Independent Adviser for the purposes of determining a Successor Rate or an Alternative Benchmark Rate and, if applicable, an Adjustment Spread. Please refer to the terms and conditions set forth in the forms of the Instruments for the full definition of a Benchmark Event. If the Issuer is unable to appoint an Independent Adviser or if the Independent Adviser and the Issuer cannot agree upon, or cannot select, the Successor Rate or Alternative Benchmark Rate, the Issuer may determine the replacement rate, provided that if the Issuer is unable or unwilling to determine the Successor Rate or Alternative Benchmark Rate, the further fallbacks described in the terms and conditions of the Instruments shall apply. In addition, due to the uncertainty concerning the availability of Successor Rates and Alternative

Reference Rates and the involvement of an Independent Adviser, the relevant fallback provisions may not operate as intended at the relevant time.

The use of a Successor Rate or an Alternative Benchmark Rate may result in interest payments that are substantially lower than or that do not otherwise correlate over time with the payments that could have been made on the Instruments if the relevant benchmark remained available in its current form. Furthermore, if the Issuer is unable to appoint an Independent Adviser or if the Issuer fails to agree a Successor Rate or an Alternative Benchmark Rate or adjustment spread, if applicable with the Independent Adviser, the Issuer may have to exercise its discretion to determine (or to elect not to determine) an Alternative Benchmark Rate or adjustment spread, if applicable in a situation in which it is presented with a conflict of interest. In addition, while any Adjustment Spread may be expected to be designed to eliminate or minimise any potential transfer of value between counterparties, the application of the Adjustment Spread to the Instruments may not do so and may result in the Instruments performing differently (which may include payment of a lower interest rate) than they would do if the Reference Rate were to continue to apply in its current form.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmark Regulation or any of the international or national reforms and the possible application of the benchmark replacement provisions of the Instruments, investigations and licensing issues in making any investment decision with respect to the Instruments linked to or referencing such a "benchmark".

GENERAL INFORMATION

Approval of the Programme

The Programme was approved and authorised by written resolutions of the Board of Directors of Intesa Sanpaolo Bank Ireland p.l.c. dated 7 January 2020 and the Board of Directors of Intesa Sanpaolo Bank Luxembourg, *société anonyme* (formerly Société Européenne de Banque, *société anonyme*) dated 25 October 2019.

Litigation

Save as disclosed in this Information Memorandum, none of the Issuers, the Guarantor or any member of the Intesa Sanpaolo Group is or has been involved in any governmental, legal, arbitration or administrative proceedings in the 12 months preceding the date of this document which may have, or have had in the recent past, a significant effect on the Intesa Sanpaolo Group's financial position or profitability and, so far as each Issuer or the Guarantor is aware, no such governmental, legal, arbitration or administrative proceedings are pending or threatened.

Trend information

Since (i) 31 December 2018, there has been no material adverse change in the prospects of the Issuers and (ii) since 30 September 2019, there has been no significant change in the financial performance of the Intesa Sanpaolo Group.

No significant change

Since 30 September 2019, there has been no significant change in the financial position of the Intesa Sanpaolo Group. Since 30 September 2019 (in the case of Intesa Sanpaolo), 30 June 2019 (in the case of Intesa Sanpaolo Bank Ireland p.l.c.) or 31 December 2018 (in the case of Intesa Sanpaolo Bank Luxembourg, *société anonyme*), there has been no significant change in the financial position of the Issuers and Guarantor, respectively.

Material contracts

None of the Guarantor, the Issuers and the Guarantor's other subsidiaries has entered into any contracts in the last two years outside the ordinary course of business that have been or may reasonably be expected to be material to either Issuer's ability to meet its obligations to Instrument holders.

Documents available for inspection

For so long as the Programme remains valid with Euronext Dublin or any Instruments shall be outstanding, copies and, where appropriate, the following documents (translated into English, where applicable), in electronic or physical form, may be obtained by the public during normal business hours at the registered office of the each Issuer, namely:

- (a) this Information Memorandum and any supplements to this Information Memorandum (together with any information memorandums published in connection with any future updates in respect of the Information Memorandum) and any other documents incorporated herein or therein by reference;
- (b) a certified copy of the constitutive documents of each Issuer and the Guarantor;
- (c) the issuing and paying agency agreement dated 14 January 2020 between the Issuers, the Guarantor and The Bank of New York Mellon, London Branch;

- (d) the Guarantee;
- (e) the Dealership Agreement;
- (f) any supplemental agreement prepared and published in connection with the Programme;
- (g) the audited consolidated annual financial statements of the Intesa Sanpaolo Group as at and for the year ended 31 December 2017, as shown in the Intesa Sanpaolo Group 2017 Annual Report;
- (h) the audited consolidated annual financial statements of Intesa Sanpaolo Group as at and for the year ended 31 December 2018, as shown in the Intesa Sanpaolo Group 2018 Annual Report;
- (i) the unaudited condensed consolidated half-yearly financial statements of the Intesa Sanpaolo Group as at and for the six months ended 30 June 2019, as shown in the Intesa Sanpaolo Group 2019 Half-yearly Report;
- (j) the unaudited condensed consolidated interim financial statements of the Intesa Sanpaolo Group as at for the nine months ended 30 September 2019, as shown in the Intesa Sanpaolo Group 2019 Interim 3rd Quarter Report;
- (k) the audited annual financial statements of Intesa Sanpaolo Bank Ireland p.l.c. as at and for the year ended 31 December 2017, as shown in the Intesa Sanpaolo Bank Ireland p.l.c. 2017 Annual Report;
- (l) the audited annual financial statements of Intesa Sanpaolo Bank Ireland p.l.c. as at and for the year ended 31 December 2018, as shown in the Intesa Sanpaolo Bank Ireland p.l.c. 2018 Annual Report;
- (m) the unaudited half-yearly financial information of Intesa Sanpaolo Bank Ireland p.l.c. as at and for the six months ended 30 June 2019, as shown in the 2019 half-yearly report of Intesa Sanpaolo Bank Ireland p.l.c.;
- (n) the audited annual financial statements of Intesa Sanpaolo Bank Luxembourg, *société anonyme*. as at and for the year ended 31 December 2017; and
- (o) the audited annual financial statements of Intesa Sanpaolo Bank Luxembourg, *société anonyme* as at and for the year ended 31 December 2018.

Language of the Information Memorandum

The language of the Information Memorandum is English. Any foreign language text that is included with or within this document has been included for convenience purposes only and does not form part of the Information Memorandum.

CERTIFICATION OF INFORMATION OF INTESA SANPAOLO BANK IRELAND P.L.C.

Person responsible for the Information Memorandum:

Intesa Sanpaolo Bank Ireland p.l.c.

Declaration of the person(s) responsible for the Information Memorandum:

To our knowledge, the information contained in this document is true and does not contain any misrepresentation which would make it misleading.

Date:

14 January 2020

Place of signature:

Dublin, Ireland

Signature:


Davide Di Marco
Deputy General Manager


Roberto Paoletti
Managing Director

Independent auditors of the Intesa Sanpaolo Bank Ireland p.l.c.:

As of 25 April 2012, the independent auditors of Intesa Sanpaolo Bank Ireland p.l.c. are KPMG Chartered Accountants, who are registered auditors with the Institute of Chartered Accounts in Ireland.

Disclaimer clauses for dealer(s), IPA(s) and arranger(s):

See section headed "Important Notice" in the Information Memorandum.

**CERTIFICATION OF INFORMATION OF INTESA SANPAOLO BANK LUXEMBOURG,
*SOCIÉTÉ ANONYME***

Person responsible for the Information Memorandum:

Intesa Sanpaolo Bank Luxembourg, *société anonyme*

Declaration of the person(s) responsible for the Information Memorandum:

To our knowledge, the information contained in this document is true and does not contain any misrepresentation which would make it misleading.

Date:

14 January 2020

Place of signature:

Luxembourg

Signature:


.....
Massimo Torchiana
Administrateur Délégué & CEO


.....
Andrew Simms
Directeur

Statutory auditors of Intesa Sanpaolo Bank Luxembourg, *société anonyme*:

As of 30 September 2013, the approved statutory auditors (*réviseur d'entreprises agréé*) of Intesa Sanpaolo Bank Luxembourg, *société anonyme* are KPMG Luxembourg, Cabinet de révision agréé, which is a member of the Institut des Réviseurs d'Entreprises.

Disclaimer clauses for dealer(s), IPA(s) and arranger(s):

See section headed "Important Notice" in the Information Memorandum.

CERTIFICATION OF INFORMATION OF THE GUARANTOR

Person responsible for the information concerning the Guarantor:

Intesa Sanpaolo S.p.A.

Declaration of the person(s) responsible for the information concerning the Guarantor:

To our knowledge, the information contained in this document is true and does not contain any misrepresentation which would make it misleading.

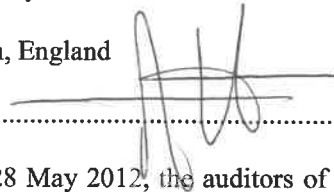
Date:

14 January 2020

Place of signature:

London, England

Signature:

.....


Independent auditors of the Guarantor:

As of 28 May 2012, the auditors of Intesa Sanpaolo S.p.A. are KPMG S.p.A.

Disclaimer clauses for dealer(s), IPA(s) and arranger(s):

See section headed "Important Notice" in the Information Memorandum.

INFORMATION CONCERNING THE ISSUERS' REQUEST FOR THE STEP LABEL

An application for a STEP label for this Programme will be made to the STEP Secretariat in relation to the Instruments eligible under the STEP Market Convention. Information as to whether the STEP label has been granted for this Programme in relation to such Instruments may be made available on the STEP market website (initially [ww.stepmarket.org](http://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 ACI – The Financial markets Association and the European Money Markets Institute (as amended from time to time).

**FORM OF MULTI CURRENCY GLOBAL NOTE
(Interest Bearing/Discounted)**

The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**) and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons. Terms used above have the meanings given to them by Regulation S under the Securities Act.

***EITHER* [Intesa Sanpaolo Bank Ireland p.l.c.**

Incorporated and registered in Ireland with Registration No: 125216

Registered Office: 2nd Floor, International House, 3 Harbourmaster Place, IFSC, Dublin 1, D01 K8F1,
Ireland]

***OR* [Intesa Sanpaolo Bank Luxembourg, société anonyme (formerly Société Européenne de
Banque, société anonyme)⁶**

Incorporated as a public limited liability company (société anonyme) and registered in the Luxembourg trade and company register (*Registre de commerce et des sociétés, Luxembourg*) under registration number
B13.859

Registered Office: 19-21 Boulevard Prince Henri, L – 1724 Luxembourg, Grand Duchy of Luxembourg]

**Unconditionally and irrevocably guaranteed by
Intesa Sanpaolo S.p.A.
(Incorporated in Italy)**

Issuer:

No: _____

Series No.:

Issued in London on:

Maturity Date⁷:

Specified Currency:

Denomination:

Principal Amount:

(*words and figures if a Sterling Note*)

Interest Rate⁸: ____% per annum

Margin⁹:

Calculation Agent¹⁰:

Reference Banks¹¹:

Interest Payment Dates¹²:

Reference Rate: [●] months
LIBOR/EURIBOR/EONIA/SONIA/€STR [specify
other reference rate]¹³

⁶ This document must be signed in accordance with article 470-1 of the Luxembourg law of 10 August 1915 on commercial companies, as amended.

⁷ Not to exceed 364 days from the Issue Date.

⁸ Complete for fixed rate interest bearing Notes only.

⁹ Complete for floating rate Notes only.

¹⁰ Complete for floating rate Notes only.

¹¹ Complete for floating rate Notes only.

¹² Complete for interest bearing Notes if interest is payable before the Maturity Date.

¹³ Delete/complete as appropriate. The Reference Rate shall be LIBOR, SONIA or any other Reference Rate agreed between the Issuer and the relevant dealer unless the Note is denominated in euro and the Issuer and the relevant Dealer agree that EURIBOR or EONIA or €STR should be used instead.

Observation Method: Lag/Lock-out¹⁴

Relevant Screen Page: [specify]¹⁵

Interest Commencement Date:¹⁶

Early Redemption at the option of the Noteholder: Optional Redemption Date(s) (Put):¹⁷
[Yes/No]

Optional Redemption Amount (Put):¹⁸

1. FOR VALUE RECEIVED, [Intesa Sanpaolo Bank Ireland p.l.c./Intesa Sanpaolo Bank Luxembourg, *société anonyme*] (the **Issuer**) promises to pay to the bearer of this Global Note on the above-mentioned Maturity Date an aggregate amount equal to the face amount hereof together (in any case) with interest thereon at the rate and at the times (if any) specified herein.

All such payments shall be made in accordance with an issuing and paying agency agreement dated 14 January 2020 between the Issuer, [Intesa Sanpaolo Bank Ireland p.l.c./Intesa Sanpaolo Bank Luxembourg, *société anonyme*], the Guarantor and The Bank of New York Mellon, London Branch (the **Paying Agent**) as the issuing and paying agent, a copy of which is available for inspection at the offices of the Paying Agent at One Canada Square, Canary Wharf, London E14 5AL, United Kingdom, and subject to and in accordance with the terms and conditions set forth below. All such payments shall be made upon presentation and surrender of this Global Note at the offices of the Paying Agent referred to above by transfer to an account denominated in the above-mentioned Specified Currency maintained by the bearer with a bank in the principal financial centre in the country of that currency or, in the case of a Global Note denominated or payable in euro, by transfer to a euro account (or any other account to which euro may be credited or transferred) maintained by the payee with a bank in the principal financial centre of any member state of the European Union. For so long as any Notes are listed on any Stock Exchange, the Issuer will ensure that it maintains a paying agent with a specified office in the place required by the rules and regulations of such Stock Exchange or other relevant authority.

Notwithstanding the foregoing, presentation and surrender of this Global Note shall be made outside the United States and no amount shall be paid by transfer to an account in the United States, or mailed to an address in the United States. In the case of a Global Note denominated in U.S. Dollars, payments shall be made by transfer to an account denominated in U.S. Dollars in the principal financial centre of any country outside of the United States that the Issuer or Paying Agent so chooses.

2. This Global Note is issued in representation of an issue of Notes in the above-mentioned aggregate Principal Amount. This Global Note is, subject to the terms and conditions set out below, exchangeable for definitive promissory notes (**Definitive Notes**), each representing a Note.
3. All payments in respect of this Global Note by or on behalf of the Issuer shall be made without set-off, counterclaim, fees, liabilities or similar deductions and free and clear of, and without deduction or withholding for or on account of, taxes, levies, duties, assessments or charges of any nature now or hereafter imposed, levied, collected, withheld or assessed (**Taxes**) by or on behalf of

¹⁴ Complete for Floating Rate CDs where the reference rate is SONIA.

¹⁵ Complete for Floating Rate CDs where the reference rate is SONIA or if otherwise applicable.

¹⁶ Complete for interest bearing Yen denominated Notes only.

¹⁷ Complete for Notes which are subject to early redemption at the option of the Noteholder.

¹⁸ Complete for Notes which are subject to early redemption at the option of the Noteholder.

any jurisdiction or any political subdivision thereof or any authority thereof having the power to tax, unless such withholding or deduction is required by law. If the Issuer or any agent thereof is required by law or regulation to make any deduction or withholding for or on account of Taxes imposed by or on behalf of [Ireland/Luxembourg] or Italy or any political subdivision thereof or any authority thereof having the power to tax, the Issuer shall, to the extent permitted by applicable law or regulation, pay such additional amounts as shall be necessary in order that the net amounts received by the bearer of this Global Note after such deduction or withholding shall equal the amount which would have been receivable hereunder in the absence of such deduction or withholding, except that no such additional amounts shall be payable where this Global Note is presented for payment:

- (a) by or on behalf of a holder which is liable to such Taxes by reason of its having some connection with the jurisdiction imposing the Taxes other than the mere holding of this Global Note;
- (b) by or on behalf of a holder who would have been able to avoid such withholding or deduction by authorising the Paying Agent to report information in accordance with the procedure laid down by the relevant tax authority or by producing, in the form required by the relevant tax authority, a declaration, claim, certificate, document or other evidence establishing exemption therefrom;
- (c) more than 15 days after the Maturity Date or, if applicable, the relevant Interest Payment Date or (in either case) the date on which payment hereof is duly provided for, whichever occurs later, except to the extent that the holder would have been entitled to such additional amounts if it had presented this Global Note on the last day of such period of 15 days; or
- (d) for or on account of *imposta sostitutiva* (at the then applicable rate of tax) pursuant to Italian Legislative Decree No. 239 of 1 April 1996 (as amended or supplemented from time to time) or of *ritenuta alla fonte* pursuant to article 26 of Italian Presidential Decree No. 600 of 29 September 1973 (as amended or supplemented from time to time); or
- (e) where such deduction or withholding is imposed pursuant to the Luxembourg law of 23 December 2005, as amended.

4. If provided in the relevant Contractual Terms, the Issuer shall, at the option of the holder of any Note, redeem such Note on the Optional Redemption Date (Put) at its Optional Redemption Amount (Put) together with interest (if any) accrued to such date.

In order to exercise its option to require the Issuer to redeem, the holder of any Note must, not less than the minimum period nor more than the maximum period of notice (specified in the applicable Contractual Terms) prior to the relevant Optional Redemption Date (Put), deposit with any Agent such Note together with a duly completed Put Option Notice in the form obtainable from any Agent. The Agent with which a Note is so deposited shall immediately notify the Issuer and shall deliver a duly completed Put Option Receipt to the depositing Noteholder. No Note, once deposited with a duly completed Put Option Notice in accordance with this Global Note, may be withdrawn; *provided, however, that* if, prior to the relevant Optional Redemption Date (Put), any such Note becomes immediately due and payable or, upon due presentation of any such Note on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Agent shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Put Option Notice and shall hold such Note at its Specified Office for collection by the depositing Noteholder against surrender of the relevant Put Option Receipt. For so long as any outstanding Note is held by an Agent in accordance

with this condition, the depositor of such Note and not such Agent shall be deemed to be the holder of such Note for all purposes.

As used in this Global Note:

Optional Redemption Amount (Put) means the amount specified in the relevant Contractual Terms.

Optional Redemption Date (Put) means the date specified in the relevant Contractual Terms.

Put Option Notice means a notice which must be delivered to an Agent by any Noteholder wanting to exercise its option to require the Issuer to redeem a Note at the option of the Noteholder.

Put Option Receipt means a receipt issued by an Agent to a depositing Noteholder upon deposit of a Note with such Agent by any Noteholder wanting to exercise a right to redeem a Note.

5. If the Maturity Date or, if applicable, the relevant Interest Payment Date is not a Payment Business Day (as defined herein), payment in respect hereof will not be made and credit or transfer instructions shall not be given until the next following Payment Business Day and neither the bearer of this Global Note nor the holder or beneficial owner of any interest herein or rights in respect hereof shall be entitled to any interest or other sums in respect of such postponed payment.

As used in this Global Note:

Payment Business Day means any day other than a Saturday or Sunday which is both, (a) a day on which each of Euroclear and Clearstream are open for business, and (b) either (i) if the above-mentioned Specified Currency is any currency other than the euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency or (ii) if the above-mentioned currency is euro, a day which is a TARGET2 Business Day.

TARGET2 Business Day means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) System, or any successor thereto, is operating credit or transfer instructions in respect of payments in euro.

Provided that if the Paying Agent determines with the agreement of the Issuer that the market practice in respect of euro denominated internationally offered securities is different from that specified above, the above shall be deemed to be amended so as to comply with such market practice and the Paying Agent shall procure that a notice of such amendment is published not less than 15 days prior to the date on which any payment in euro falls due to be made in such manner as the Paying Agent may determine.

6. The payment obligation of the Issuer represented by this Global Note constitutes and at all times shall constitute a direct and unsecured obligation of the Issuer ranking at least *pari passu* with all present and future unsecured and unsubordinated indebtedness of the Issuer other than obligations preferred by mandatory provisions of law applying to companies generally.
7. This Global Note is negotiable and, accordingly, title hereto shall pass by delivery and the bearer shall be treated as being absolutely entitled to receive payment upon due presentation hereof free and clear of any equity, set-off or counterclaim on the part of the Issuer against any previous bearer hereof.

8. This Global Note is issued in respect of an issue of Notes of the Issuer and is exchangeable in whole (but not in part only) for duly executed and authenticated Definitive Notes (whether before, on or, subject as provided below, after the Maturity Date):
- (a) if the clearing system(s) in which this Global Note is held at the relevant time is closed for a continuous period of 14 days or more (other than by reason of weekends or public holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so); or
 - (b) if default is made in the payment of any amount payable in respect of this Global Note.

Upon presentation and surrender of this Global Note during normal business hours to the Issuer at the offices of the Paying Agent (or to any other person or at any other office outside the United States as may be designated in writing by the Issuer to the bearer), the Paying Agent shall authenticate and deliver, in exchange for this Global Note, Definitive Notes denominated in the above-mentioned Specified Currency in an aggregate principal amount equal to the Principal Amount of this Global Note.

9. If, upon any such default and following such surrender, Definitive Notes are not issued in full exchange for this Global Note before 5.00 p.m. (London time) on the thirtieth day after surrender, this Global Note (including the obligation hereunder to issue Definitive Notes) will become void and the bearer will have no further rights under this Global Note (but without prejudice to the rights which the bearer or any other person may have under a Deed of Covenant dated 9 March 2011 (as amended, re-stated or supplemented as of the date of issue of the Notes) entered into by the Issuer).
10. This Global Note has the benefit of a guarantee issued by Intesa Sanpaolo S.p.A. pursuant to a Deed Poll made on 9 March 2011, as subsequently amended, revised and restated from time to time, copies of which are available for inspection during normal business hours at the offices of the Paying Agent referred to above.
11. If this is an interest bearing Global Note, then:
- (a) notwithstanding the provisions of paragraph 2 above, if any payment of interest in respect of this Global Note falling due for payment prior to the above-mentioned Maturity Date remains unpaid on the fifteenth day after falling so due, the amount referred to in paragraph 2 shall be payable on such fifteenth day;
 - (b) upon each payment of interest (if any) prior to the Maturity Date in respect of this Global Note, the Schedule hereto shall be duly completed by the Paying Agent to reflect such payment; and
 - (c) if no Interest Payment Dates are specified on the face of the Global Note, the Interest Payment Date shall be the Maturity Date.
12. If this is a fixed rate interest bearing Global Note, interest shall be calculated on the Principal Amount as follows:
- (a) interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Global Note is denominated in Sterling, 365 days at the above-mentioned Interest Rate with the resulting figure being rounded to the nearest amount of the above-mentioned Specified Currency which is available as legal tender in the

country or countries (in the case of the euro) of the Specified Currency (with halves being rounded upwards); and

- (b) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is an **Interest Period** for the purposes of this paragraph.

13. If this is a floating rate interest bearing Global Note, interest shall be calculated on the Principal Amount as follows:

- (a) (i) if this Global Note specifies LIBOR as the reference rate (the **Reference Rate**), interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Global Note is denominated in Sterling or if market practice so dictates (as determined by the Agent), 365 days at a rate (the **Rate of Interest**) determined on the following basis:

- (A) on the first day of each Interest Period (for a Global Note denominated in Sterling) or, if this Global Note is denominated in euro, the second TARGET2 Business Day (as defined below) before the beginning of each Interest Period or, if this Global Note is denominated in any other currency, the second London Business Day (as defined below) before the beginning of each Interest Period (each a **LIBOR Interest Determination Date**) the Calculation Agent will determine the offered rate for deposits in the Specified Currency in the London interbank market for the Interest Period concerned as at 11.00 a.m. (London time) on the LIBOR Interest Determination Date in question. Such offered rate will be that which appears on Reuters Screen LIBOR01 Page (or such other page or service as may replace it for the purpose of displaying London interbank offered rates of major banks for deposits in the Specified Currency for a duration approximately equal to the Interest Period) (the **Relevant Screen Page**). The Rate of Interest for such Interest Period shall be the sum of the rate which so appears and the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) the offered quotation for the Reference Rate which so appears on the Relevant Screen Page (the **Screen Page Reference Rate**), as determined by the Calculation Agent;

- (B) if on any LIBOR Interest Determination Date for any reason such Screen Page Reference Rate is unavailable, the Calculation Agent will request each of the Reference Banks (or failing that one of the Reference Banks) to provide its offered quotation to leading banks in the London interbank market for deposits in the Specified Currency for a duration approximately equal to the Interest Period concerned as at 11.00 a.m. (London time) on the LIBOR Interest Determination Date in question. The Rate of Interest for such Interest Period shall be the sum of the rate which so appears and the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) such quotation (if only one is provided) or the arithmetic mean (rounded, if necessary, up to the nearest four decimal places) of such quotations (if two or more are so provided), as determined by the Calculation Agent;

- (C) if the Calculation Agent is unable to determine the Rate of Interest for an Interest Period in accordance with (A) or (B) above, the Rate of Interest for such Interest Period shall be the Rate of Interest in effect for the last preceding Interest Period to which (A) or (B) above shall have applied except if the Issuer determines that the absence of the quotation is due to the permanent discontinuation of the relevant Screen Page Reference Rate and/or that a Benchmark Event has occurred in which case the Reference Rate will be determined in accordance with (D) below; and
- (D) If the Issuer determines at any time prior to any LIBOR Interest Determination Date, the permanent discontinuation of the relevant Screen Page Reference Rate and/or that a Benchmark Event has occurred, the Issuer will use, as a substitute for the Screen Page Reference Rate, the alternative reference rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) that is consistent with industry accepted standards, provided that, if the Issuer is unable to determine such an alternative reference rate, the Issuer will as soon as reasonably practicable (and in any event before the Payment Business Day prior to the applicable LIBOR Interest Determination Date) appoint an agent (the **Reference Rate Determination Agent**), which will determine whether a substitute or successor rate, that is substantially comparable to the Screen Page Reference Rate, is available for the purpose of determining the Reference Rate on each LIBOR Interest Determination Date falling on or after the date of such determination. If the Reference Rate Determination Agent determines that there is an industry accepted successor rate, the Reference Rate Determination Agent will notify the Issuer and, if applicable, the Calculation Agent, of such successor rate to be used, to determine the Interest Rate.

If the Reference Rate Determination Agent or the Issuer, as applicable, has determined a substitute or successor rate in accordance with the foregoing paragraph (such rate, the **Replacement Reference Rate**), for the purpose of determining the Reference Rate on each LIBOR Interest Determination Date falling on or after such determination:

- (i) the Reference Rate Determination Agent or the Issuer, as applicable, will also determine the changes (if any) required to the applicable business day convention, the definition of Payment Business Day, the LIBOR Interest Determination Date, the day count fraction, and any method for obtaining the Replacement Reference Rate, including any adjustment needed to make such Replacement Reference Rate comparable to the Reference Rate, in each case acting in good faith and in a commercially reasonable manner that is consistent with industry-accepted practices for such Replacement Reference Rate;
- (ii) references to the Reference Rate will be deemed to be references to the relevant Replacement Reference Rate, including any alternative method for determining such rate as described in (i) above; and
- (iii) the Issuer will give notice to the holders of the Replacement Reference Rate and of the details described in (i). Such notice will be delivered to Euroclear, Clearstream, Luxembourg, and the bearer of this Global Note or, if that is

not possible, it will be published in the Financial Times or in another leading London daily newspaper.

If for any reason a Replacement Reference Rate can not be determined in accordance with (D) above, the Reference Rate for the relevant Interest Period in such case will be equal to the last available Screen Page Reference Rate as determined by the Issuer or the Calculation Agent, as applicable.

The Reference Rate Determination Agent may be (i) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the Specified Currency as appointed by the Issuer; (ii) the Issuer; (iii) an affiliate of the Issuer; or (iv) such other entity that the Issuer in its sole and absolute discretion determines to be competent to carry out such role.

Benchmark Event means, in respect of the Reference Rate any of the following has occurred or will occur:

- (i) Any material disruption to such Reference Rate, any material change in the methodology of calculating the Reference Rate;
 - (ii) the permanent or indefinite cancellation or cessation in the provision of such Reference Rate; or
 - (iii) a regulator or other official sector entity prohibits the use of such Reference Rate or indicates that its use is subject to restrictions or adverse consequences
- (ii) the Calculation Agent will, as soon as practicable after 11.00 a.m. (London time) on each LIBOR Interest Determination Date, determine the Rate of Interest and calculate the amount of interest payable (the **Amount of Interest**) for the relevant Interest Period. The Amount of Interest shall be calculated by applying the Rate of Interest to the Principal Amount of one Note of each Denomination, multiplying such product by the actual number of days in the Interest Period concerned divided by 360 or, if this Global Note is denominated in Sterling or if market practice so dictates (as determined by the Agent), by 365 and rounding the resulting figure to the nearest amount of the Specified Currency which is available as legal tender in the country of the Specified Currency (with halves being rounded upwards). The determination of the Rate of Interest and the Amount of Interest by the Calculation Agent shall (in the absence of manifest error or fraud) be final and binding upon all parties;
- (iii) a certificate of the Calculation Agent as to the Rate of Interest payable hereon for any Interest Period shall (in the absence of manifest error) be conclusive and binding as between the Issuer and the bearer hereof;
 - (iv) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an **Interest Period** for the purposes of this paragraph;
 - (v) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be given as soon as practicable after the determination of the Rate of Interest. Such notice will be delivered to Euroclear, Clearstream,

Luxembourg and the bearer of this Global Note or, if that is not possible, it will be published in the *Financial Times* or in another leading London daily newspaper; and

- (vi) as used above, **London Business Day** means any day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London;
- (b) (i) if this Global Note specifies EURIBOR as the reference rate (the **Reference Rate**), interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days at a rate (the **Rate of Interest**) determined on the following basis:
 - (A) on the second TARGET2 Business Day before the beginning of each Interest Period (each a **EURIBOR Interest Determination Date**) the Calculation Agent will determine the European Interbank Offered Rate for deposits in euro for the Interest Period concerned as at 11.00 a.m. (Brussels time) on the EURIBOR Interest Determination Date in question. Such offered rate will be that which appears on Reuters Screen EURIBOR01 Page (or such other page or service as may replace it for the purpose of displaying European Interbank Offered Rates of prime banks in the euro-zone (as defined below) for deposits in euro for a duration approximately equal to the Interest Period) (the **Relevant Screen Page**). The Rate of Interest for such Interest Period shall be the sum of the rate which so appears and the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) the offered quotation for the Reference Rate which so appears on the Relevant Screen Page (the **Screen Page Reference Rate**), as determined by the Calculation Agent;
 - (B) if on any EURIBOR Interest Determination Date for any reason such Screen Page Reference Rate is unavailable, the Calculation Agent will request the principal euro-zone office of each of the Reference Banks (or failing that one of the Reference Banks) to provide its offered quotation to leading banks in the euro-zone interbank market for deposits in euro for a duration approximately equal to the Interest Period concerned as at 11.00 a.m. (Brussels time) on the EURIBOR Interest Determination Date in question. The Rate of Interest for such EURIBOR Interest Period shall be the sum of the rate which so appears and the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) such quotation (if only one is provided) or the arithmetic mean (rounded, if necessary, up to the nearest four decimal places) of such quotations (if two or more are so provided), as determined by the Calculation Agent;
 - (C) if the Calculation Agent is unable to determine the Rate of Interest for an Interest Period in accordance with (A) or (B) above, the Rate of Interest for such Interest Period shall be the Rate of Interest in effect for the last preceding Interest Period to which (A) or (B) above shall have applied except if the Issuer determines that the absence of the quotation is due to the permanent discontinuation of the relevant Screen Page Reference Rate and/or that a Benchmark Event has occurred in which case the Reference Rate will be determined in accordance with (D) below; and

- (D) If the Issuer determines at any time prior to any EURIBOR Interest Determination Date, the permanent discontinuation of the relevant Screen Page Reference Rate and/or that a Benchmark Event has occurred, the Issuer or the Calculation Agent, as applicable, will use, as a substitute for the Screen Page Reference Rate, the alternative reference rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) that is consistent with industry accepted standards, provided that, if the Issuer or the Calculation Agent, as applicable, is unable to determine such an alternative reference rate, the Issuer or the Calculation Agent, as applicable, will as soon as reasonably practicable (and in any event before the Payment Business Day prior to the applicable EURIBOR Interest Determination Date) appoint an agent (the **Reference Rate Determination Agent**), which will determine whether a substitute or successor rate, that is substantially comparable to the Screen Page Reference Rate, is available for the purpose of determining the Reference Rate on each EURIBOR Interest Determination Date falling on or after the date of such determination. If the Reference Rate Determination Agent determines that there is an industry accepted successor rate, the Reference Rate Determination Agent will notify the Issuer and, if applicable, the Calculation Agent, of such successor rate to be used, to determine the Interest Rate.

If the Reference Rate Determination Agent, the Issuer or the Calculation Agent, as applicable, has determined a substitute or successor rate in accordance with the foregoing paragraph (such rate, the **Replacement Reference Rate**), for the purpose of determining the Reference Rate on each EURIBOR Interest Determination Date falling on or after such determination:

- (i) the Reference Rate Determination Agent, the Issuer or the Calculation Agent, as applicable, will also determine the changes (if any) required to the applicable business day convention, the definition of Payment Business Day, the EURIBOR Interest Determination Date, the day count fraction, and any method for obtaining the Replacement Reference Rate, including any adjustment needed to make such Replacement Reference Rate comparable to the Reference Rate, in each case acting in good faith and in a commercially reasonable manner that is consistent with industry-accepted practices for such Replacement Reference Rate;
- (ii) references to the Reference Rate will be deemed to be references to the relevant Replacement Reference Rate, including any alternative method for determining such rate as described in (i) above; and
- (iii) the Issuer will give notice to the holders of the Replacement Reference Rate and of the details described in (i). Such notice will be delivered to Euroclear, Clearstream, Luxembourg, and the bearer of this Global Note or, if that is not possible, it will be published in the Financial Times or in another leading London daily newspaper.

If for any reason a Replacement Reference Rate can not be determined in accordance with (D) above, the Reference Rate for the relevant Interest Period in such case will be equal to the last available Screen Page Reference Rate as determined by the Issuer or the Calculation Agent, as applicable.

The Reference Rate Determination Agent may be (i) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the Specified Currency as appointed by the Issuer or the Calculation Agent, as applicable; (ii) the Issuer; (iii) an affiliate of the Issuer or the Calculation Agent, as applicable; or (iv) such other entity that the Issuer in its sole and absolute discretion determines to be competent to carry out such role.

Benchmark Event means, in respect of the Reference Rate any of the following has occurred or will occur:

- (i) Any material disruption to such Reference Rate, any material change in the methodology of calculating the Reference Rate;
- (ii) the permanent or indefinite cancellation or cessation in the provision of such Reference Rate; or
- (iii) a regulator or other official sector entity prohibits the use of such Reference Rate or indicates that its use is subject to restrictions or adverse consequences;

for the purposes of this Global Note, **euro-zone** means the region comprised of the countries whose lawful currency is the euro;

- (ii) the Calculation Agent will, as soon as practicable after 11.00 a.m. (Brussels time) on each EURIBOR Interest Determination Date, determine the Rate of Interest and calculate the amount of interest payable (the **Amount of Interest**) for the relevant Interest Period. The Amount of Interest shall be calculated by applying the Rate of Interest to the Principal Amount of one Global Note of each Denomination, multiplying such product by the actual number of days in the Interest Period concerned divided by 360, and rounding the resulting figure to the nearest cent (with halves being rounded upwards). The determination of the Rate of Interest and the Amount of Interest by the Calculation Agent shall (in the absence of manifest error or fraud) be final and binding upon all parties;
 - (iii) a certificate of the Calculation Agent as to the Rate of Interest payable hereon for any Interest Period shall (in the absence of manifest error) be conclusive and binding as between the Issuer and the bearer hereof;
 - (iv) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an **Interest Period** for the purposes of this paragraph; and
 - (v) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be given as soon as practicable after the determination of the Rate of Interest. Such notice will be delivered to Euroclear, Clearstream, Luxembourg and the bearer of this Global Note or, if that is not possible, it will be published in the *Financial Times* or in another leading London daily newspaper.
- (c) in the case of a Global Note which specifies EONIA as the reference rate (the **Reference Rate**) on its face interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis

of the actual number of days in such Interest Period and a year of 360 days at a rate (the **Rate of Interest**) equal to the sum of EONIA and the Margin where:

- (A) **EONIA**, for each day in an Interest Period beginning on, and including, the first day of such Interest Period and ending on, but excluding, the last day of such Interest Period, shall be equal to the overnight rate as calculated by the European Central Bank and appearing on the Reuters Screen EONIA Page in respect of that day at 11.00 a.m. (Brussels time) on the TARGET2 Business Day immediately following such day (each an EONIA Interest Determination Date), as if the Reset Date (as defined in the 2006 ISDA Definitions, as amended and updated as the Issue Date of the Notes, published by the International Swaps and Derivatives Association, Inc. (the **ISDA Definitions**)) was the first day of such Interest Period and the Designated Maturity (as defined in the ISDA Definitions) was the number of months specified on the face of this Global Note in relation to the Reference Rate;
 - (B) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an **Interest Period** for the purposes of this paragraph; and
 - (C) and if, on any EONIA Interest Determination Date, it is not possible to determine the Rate of Interest due to the non-availability of the Reuters Screen EONIA Page then the Rate of Interest for such Interest Period shall be the Rate of Interest in effect for the last preceding Interest Period.
- (d) (i) if this Global Note specifies SONIA as the reference rate (the **Reference Rate**), interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date at a rate (the **Rate of Interest**) equal to Compounded Daily SONIA (as defined below) plus or minus the Margin (if any), subject to the provisions of paragraph (d)(iii) below, as determined by the Calculation Agent.
- (ii) The following definitions shall apply for the purposes of this paragraph:

Compounded Daily SONIA means, with respect to an Interest Period, the rate of return of a daily compound interest investment in Sterling (with the daily Sterling overnight reference rate as the reference rate for the calculation of interest) calculated by the Calculation Agent on the second London Business Day before the beginning of each Interest Period (each a **SONIA Interest Determination Date**) in accordance with the following formula:

$$\left[\prod_{i=1}^{d_b} \left(1 + \frac{\text{SONIA}_{i-\text{PLBD}} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where the resulting percentage will be rounded (if necessary) to the fifth decimal place, with 0.000005 being rounded upwards.

d means, in respect of an Interest Period, the number of calendar days in such Interest Period;

d_0 means, in respect of an Interest Period, the number of London Business Days in the relevant Interest Period;

i means a series of whole numbers from one to d_0 , each representing the relevant London Business Days in chronological order from (and including) the first London Business Day in the relevant Interest Period;

the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an **Interest Period**;

Lock-out Period means, in respect of an Interest Period, the period from (and including) the day following the SONIA Interest Determination Date to (but excluding) the Interest Payment Date falling at the end of such Interest Period;

London Business Day means any day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London;

Lookback Period or p means, in respect of an Interest Period where "Lag" is specified as the Observation Method in this Global Note, five London Business Days;

n_i means, in respect of a London Business Day i , the number of calendar days from (and including) such London Business Day i up to (but excluding) the following London Business Day;

Reference Day means each London Business Day in the relevant Interest Period that is not a London Business Day falling in the Lock-out Period;

SONIA i means:

- (A) if "Lag" is specified as the Observation Method in this Global Note, the SONIA Rate in respect of p LBD in respect of the relevant London Business Day i ; or
- (B) if "Lock-out" is specified as the Observation Method in this Global Note:
 - (x) in respect of any London Business Day i that is a Reference Day, the SONIA Rate in respect of the London Business Day immediately preceding such Reference Day; otherwise
 - (y) the SONIA Rate in respect of the London Business Day immediately preceding the SONIA Interest Determination Date for the relevant Interest Period;

SONIA _{$i-p$ LBD} means:

- (A) if "Lag" is specified as the Observation Method in this Global Note, in respect of a London Business Day i , SONIA i in respect of the London Business Day falling p London Business Days prior to such London Business Day i (**p LBD**); or
- (B) if "Lock-out" is specified as the Observation Method in this Global Note, in respect of a London Business Day i , SONIA i in respect of such London Business Day i ; and

SONIA Rate means, in respect of any London Business Day, a reference rate equal to the daily Sterling Overnight Index Average rate for such London Business Day, as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the London Business Day immediately following such London Business Day.

- (iii) If, in respect of any London Business Day, the SONIA Rate is not available on the Relevant Screen Page (and has not otherwise been published by the relevant authorised distributors), such SONIA Rate shall be:
 - (A) (i) the Bank of England's Bank Rate (the **Bank Rate**) prevailing at the close of business on the relevant London Business Day; plus (ii) the arithmetic mean of the spread of SONIA to the Bank Rate over the previous five days in respect of which SONIA has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads); or
 - (B) if such Bank Rate is not available, the SONIA Rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the immediately preceding London Business Day on which the SONIA Rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors), and

such rate shall be deemed to be the SONIA Rate for such London Business Day.

Notwithstanding the foregoing, in the event of the Bank of England publishing guidance as to (i) how the SONIA Rate is to be determined or (ii) any rate that is to replace the SONIA Rate, the Calculation Agent shall follow such guidance to determine the SONIA Rate for so long as the SONIA Rate is not available or has not been published by the authorised distributors.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions in respect of an Interest Period, the Rate of Interest shall be (i) that determined as at the immediately preceding SONIA Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the immediately preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin in relation to the immediately preceding Interest Period); or (ii) if there is no such preceding SONIA Interest Determination Date, the initial Rate of Interest which would have applied to such Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (subject to the application of the relevant Margin if any).

- (e) If this Global Note specifies [*insert reference rate*] as the reference rate (the **Reference Rate**), then [*insert relevant interest calculation language*].

- 14. If this Global Note is denominated in euro, the principal amount hereof will be not less than €500,000; if this Global Note is denominated in U.S. Dollars, the principal amount hereof shall be not less than U.S.\$500,000; and if this Global Note is denominated in a currency other than euro or

U.S. Dollars, the principal amount hereof shall be not less than €500,000 determined by reference to the relevant spot rate of exchange on the date of the Information Memorandum and provided that if the proceeds of this Global Note are accepted in the United Kingdom, subject to the minimum denomination requirement above, such principal amount shall be not less than £100,000 (or the equivalent in any other currency).

15. Instructions for payment must be received at the offices of the Paying Agent referred to above together with this Global Note as follows:
- (a) if this Global Note is denominated in Australian dollars, New Zealand dollars, Hong Kong dollars or Japanese Yen, at least two Business Days prior to the relevant payment date;
 - (b) if this Global Note is denominated in United States dollars, Canadian dollars or Sterling, on or prior to the relevant payment date; and
 - (c) in all other cases, at least one Business Day prior to the relevant payment date.

As used in this paragraph, **Business Day** means:

- (i) a day (other than Saturday or Sunday) on which the offices of the Paying Agent are open for business in the relevant place of presentation;
 - (ii) a day on which each of Euroclear and Clearstream are open for business; and
 - (iii) in the case of payments in euro, a TARGET2 Business Day and, in all other cases, a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre in the country of the above-mentioned Specified Currency.
16. This Global Note shall not be validly issued unless manually authenticated by the Paying Agent as issuing agent.
17. Notwithstanding any provision of this Global Note or any other agreements, arrangements, or understandings between the Issuers and the Guarantor (where applicable) and any holder, and without prejudice to Article 55(1) of the BRRD, by its acquisition of the Notes each holder (which, for the purposes of this paragraph 17, includes each holder of a beneficial interest in the Notes) acknowledges, accepts, consents to and agrees to be bound by:
- (a) the effects of the exercise of the Italian Bail-in Power by the Relevant Authority, which exercise may include and result in any of the following, or some combination thereof: (i) the reduction of all, or a portion, of the principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; (ii) the conversion of all, or a portion, of the principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto, into ordinary shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the holder of such shares, securities or obligations), including by means of an amendment, modification or variation of this Global Note; (iii) the cancellation of the Notes or the principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; and (iv) the amendment or alteration of the maturity of the Notes or amendment of the amount of interest payable on the Notes, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and

- (b) the variation of this Global Note, as deemed necessary by the Relevant Authority, to give effect to the exercise of the Italian Bail-in Power by the Relevant Authority.

Upon the exercise of the Italian Bail-in Power by the Relevant Authority this Global Note shall remain in full force and effect, save as varied by the Relevant Authority in accordance with this paragraph 17.

BRRD means Directive 2014/59/EU of the European Parliament and of the Council of May 15, 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms, as amended or replaced from time to time.

Italian Bail-in Power means any write-down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in the Republic of Italy, relating to (i) the transposition of the BRRD (in including, but not limited to, Legislative Decrees No. 180/2015 and 181/2015) as amended from time to time; and (ii) the instruments, rules and standards created thereunder, pursuant to which any obligation of a regulated entity (or other affiliate of such regulated entity) can be reduced, cancelled, modified, or converted into shares, other securities, or other obligations of such regulated entity or any other person (or suspended for a temporary period).

Relevant Authority means (i) in respect of Italy, any issuer, the Bank of Italy or other governmental authority in Italy (or other country in which the Issuer is then domiciled) or in the European Union having primary responsibility for the prudential oversight and supervision of the Issuer; (ii) in respect of Ireland, the Central Bank of Ireland and/or any other authority in Ireland or in the European Union entitled to exercise or participate in the exercise of the Irish Bail-in Power from time to time; and (iii) in respect of Luxembourg, the *Commission de Surveillance du Secteur Financier*, acting in its capacity as resolution authority within the meaning of Article 3(1) of BRRD, the Single Resolution Board established pursuant to the SRM Regulation, and/or any other authority in Luxembourg or in the European Union entitled to exercise or participate in the exercise of the Luxembourg Bail-in Power from time to time.

SRM Regulation means Regulation (EU) No.806/2014 of the European Parliament and of the Council of 15 July 2014, establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of the Single Supervisory Mechanism and the Single Resolution Fund and amending Regulation (EU) No. 1093/2010, as amended or replaced from time to time.

18. Notwithstanding any provision of this Global Note or any other agreements, arrangements, or understandings between the Issuers and the Guarantor (where applicable) and any holder, and without prejudice to Article 55(1) of the BRRD, by its acquisition of the Notes each holder (which, for the purposes of this paragraph 18, includes each holder of a beneficial interest in the Notes) acknowledges, accepts, consents to and agrees to be bound by:

- (a) the effects of the exercise of the Irish Bail-in Power by the Relevant Authority, which exercise may include and result in any of the following, or some combination thereof: (i) the reduction of all, or a portion, of the principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; (ii) the conversion of all, or a portion, of the principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto, into ordinary shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the holder of such shares, securities or obligations), including by means of an amendment, modification or variation of this Global Note; (iii) the cancellation of the Notes or the principal amount in

respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; and (iv) the amendment or alteration of the maturity of the Notes or amendment of the amount of interest payable on the Notes, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and

- (b) the variation of this Global Note, as deemed necessary by the Relevant Authority, to give effect to the exercise of the Irish Bail-in Power by the Relevant Authority.

Upon the exercise of the Irish Bail-in Power by the Relevant Authority this Global Note shall remain in full force and effect, save as varied by the Relevant Authority in accordance with this paragraph 18.

Irish Bail-in Power means any write-down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in Ireland:

- (i) relating to the transposition of BRRD, including but not limited to the European Union (Bank Recovery and Resolution) Regulations 2015 as amended or replaced from time to time (the **BRRD Irish Regulations**) and the instruments rules and standards created thereunder; and
- (ii) constituting or relating to the SRM Regulation and the instruments rules and standards created thereunder,

in each case, pursuant to which any obligation of a regulated entity (or other affiliate of such regulated entity) can be reduced (including to zero), cancelled, modified or converted into shares, other securities, or other obligations of such regulated entity or any other person (or suspended for a temporary period). For this purpose, a reference to a "regulated entity" is to any entity to which for the purposes of (i) above, the BRRD Irish Regulation apply and, for the purposes of (ii) above, the SRM Regulation applies, which in each case includes certain credit institutions, investment firms and certain of their parent or holding companies.

- 19. Notwithstanding any provision of this Global Note or any other agreements, arrangements, or understandings between the Issuers and the Guarantor (where applicable) and any holder, and without prejudice to Article 55(1) of the BRRD, by its acquisition of the Notes each holder (which, for the purposes of this paragraph 19, includes each holder of a beneficial interest in the Notes) acknowledges, accepts, consents to and agrees to be bound by:

- (a) the effects of the exercise of the **Luxembourg Bail-in Power** by the Relevant Authority, which exercise may include and result in any of the following, or some combination thereof: (i) the reduction of all, or a portion, of the principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; (ii) the conversion of all, or a portion, of the principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto, into ordinary shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the holder of such shares, securities or obligations), including by means of an amendment, modification or variation of this Global Note; (iii) the cancellation of the Notes or the principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; and (iv) the amendment or alteration of the maturity of the Notes or amendment of the amount of interest payable on the Notes, or

the date on which the interest becomes payable, including by suspending payment for a temporary period; and

- (b) the variation of this Global Note, as deemed necessary by the Relevant Authority, to give effect to the exercise of the Luxembourg Bail-in Power by the Relevant Authority.

Upon the exercise of the Luxembourg Bail-in Power by the Relevant Authority this Global Note shall remain in full force and effect, save as varied by the Relevant Authority in accordance with this paragraph 19.

Luxembourg Bail-in Power means any write-down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in Luxembourg, (i) relating to the transposition of the BRRD (including, but not limited to, the Luxembourg law of 18 December 2015 *relative aux mesures de résolution, d'assainissement et de liquidation des établissements de crédit et de certaines entreprises d'investissement ainsi qu'aux systèmes de garantie des dépôts et d'indemnisation des investisseurs*, as amended from time to time (the **Luxembourg BRRD Law**), (ii) relating to the SRM Regulation or (iii) otherwise arising under Luxembourg law and (iv) in each case, the instruments, rules and standards created thereunder, pursuant to which any obligation of a regulated entity or other affiliate of such regulated entity) can be reduced, cancelled, modified, or converted into shares, other securities, or other obligations of such regulated entity or any other person (or suspended for a temporary period) and any right in a contract governing an obligation of a regulated entity may be deemed to have been exercised. For this purpose, a reference to a "regulated entity" is to any institution or entity (which includes certain credit institutions, investment firms, and certain of their group companies) referred to in points (1), (2), (3) or (4) of Article 2(1) of the Luxembourg BRRD Law, and with respect to the SRM Regulation to any entity referred to in Article 2 of the SRM Regulation.

20. This Global Note and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Global Note (including a dispute regarding the existence, validity or termination of this Global Note). The parties to this Global Note agree that the English courts are the most appropriate and convenient courts to settle any such dispute and accordingly no such party will argue to the contrary.

The Issuer irrevocably appoints Intesa Sanpaolo S.p.A., London Branch at 90 Queen Street, London EC4N 1SA as its agent for service of process in any proceedings before the English courts in connection with this Global Note. If any person appointed as process agent is unable for any reason to act as agent for service of process, the Issuer will appoint another agent, and failing such appointment within 15 days, the bearer shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Paying Agent. The Issuer agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings. This paragraph 20 does not affect any other method of service allowed by law.

The Issuer irrevocably and unconditionally agrees not to claim any immunity from proceedings brought by the bearer against it in relation to this Global Note and to ensure that no such claim is made on its behalf, consents generally to the giving of any relief or the issue of any process in connection with those proceedings, and waives all rights of immunity in respect of it or its assets.

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

IN WITNESS whereof the Issuer has caused this Global Note to be duly executed on its behalf.

EITHER

[INTESA SANPAOLO BANK IRELAND p.l.c.

By:]

OR

[INTESA SANPAOLO BANK LUXEMBOURG, *SOCIÉTÉ ANONYME*

By:

By:

Title:

Title:]

AUTHENTICATED by

**THE BANK OF NEW YORK MELLON,
LONDON BRANCH**

Without recourse, warranty or liability and for authentication purposes only

By: _____
(*Authorised Signatory*)

SCHEDULE TO MASTER GLOBAL NOTE

PAYMENTS OF INTEREST

The following payments of interest in respect of this Global Note have been made:

Date Made	Payment From	Payment To	Amount Paid	Notation on behalf of Paying Agent
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

**FORM OF MULTI CURRENCY GLOBAL NOTE WHICH IS A NEW GLOBAL NOTE
(Interest Bearing/Discounted)**

The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**) and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons. Terms used above have the meanings given to them by Regulation S under the Securities Act.

***EITHER* [Intesa Sanpaolo Bank Ireland p.l.c.**

Incorporated and registered in Ireland with Registration No: 125216

Registered Office: 2nd Floor, International House, 3 Harbourmaster Place, IFSC, Dublin 1, D01 K8F1,
Ireland]

***OR* [Intesa Sanpaolo Bank Luxembourg, *société anonyme* (formerly Société Européenne de Banque, *société anonyme*)¹⁹**

Incorporated as a public limited liability company (*société anonyme*) and registered in the Luxembourg trade and companies register (*Registre de commerce et des sociétés, Luxembourg*) under registration number
B13.859

Registered Office: 19-21 Boulevard Prince Henri, L – 1724 Luxembourg, Grand Duchy of Luxembourg]

**Unconditionally and irrevocably guaranteed by
Intesa Sanpaolo S.p.A.
(Incorporated in Italy)**

Issuer:

No: _____ Series No.:

Issued in London on: _____ Maturity Date²⁰:

Specified Currency: _____ Denomination:

Principal Amount:
(*words and figures if a Sterling Note*)

Interest Rate²¹: ____% per annum Margin²²:

Calculation Agent²³: _____ Reference Banks²⁴:

Interest Payment Dates²⁵: _____ Reference Rate: [●] months
LIBOR/EURIBOR/EONIA/SONIA/€STR [specify
other reference rate]²⁶

¹⁹ This document must be signed in accordance with article 470-1 of the Luxembourg law of 10 August 1915 on commercial companies, as amended.

²⁰ Not to exceed 364 days from the Issue Date.

²¹ Complete for fixed rate interest bearing Notes only.

²² Complete for floating rate Notes only.

²³ Complete for floating rate Notes only.

²⁴ Complete for floating rate Notes only.

²⁵ Complete for interest bearing Notes if interest is payable before the Maturity Date.

²⁶ Delete/complete as appropriate. The Reference Rate shall be LIBOR, SONIA or any other Reference Rate agreed between the Issuer and the relevant dealer unless the Note is denominated in euro and the Issuer and the relevant Dealer agree that EURIBOR or EONIA or €STR should be used instead.

Observation Method:

Lag/Lock-out²⁷

Relevant Screen Page:

[specify]²⁸

Interest Commencement Date:²⁹

Early Redemption at the option of the Noteholder: Optional Redemption Date(s) (Put):³⁰
[Yes/No]

Optional Redemption Amount (Put):³¹

²⁷ Complete for Floating Rate CDs where the reference rate is SONIA.
²⁸ Complete for Floating Rate CDs where the reference rate is SONIA or if otherwise applicable.
²⁹ Complete for interest bearing Yen denominated Notes only.
³⁰ Complete for Notes which are subject to early redemption at the option of the Noteholder
³¹ Complete for Notes which are subject to early redemption at the option of the Noteholder.

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

1. This Global Note is issued in representation of an issue of Notes of [Intesa Sanpaolo Bank Ireland p.l.c./Intesa Sanpaolo Bank Luxembourg, *société anonyme*] (the **Issuer**) and is intended to be a New Global Note. This Global Note is, subject to the terms and conditions set out below, exchangeable for definitive promissory notes (**Definitive Notes**), each representing a Note.
2. FOR VALUE RECEIVED, the Issuer promises to pay to the bearer of this Global Note on the above-mentioned Maturity Date the amount payable in respect of the Notes represented by this Global Note together (in any case) with interest thereon at the rate and at the times (if any) specified herein.

All such payments shall be made in accordance with an issuing and paying agency agreement dated 14 January 2020 (as amended, re-stated or supplemented from time to time) between the Issuer, [Intesa Sanpaolo Bank Ireland p.l.c./Intesa Sanpaolo Bank Luxembourg, *société anonyme*], the Guarantor and The Bank of New York Mellon, London Branch (the **Paying Agent**) as the issuing and paying agent, a copy of which is available for inspection at the offices of the Paying Agent at One Canada Square, Canary Wharf, London E14 5AL, United Kingdom, and subject to and in accordance with the terms and conditions set forth below. All such payments shall be made upon presentation and surrender of this Global Note at the offices of the Paying Agent referred to above by transfer to an account denominated in the above-mentioned Specified Currency maintained by the bearer with a bank in the principal financial centre in the country of that currency or, in the case of a Global Note denominated or payable in euro by transfer to a euro account (or any other account to which euro may be credited or transferred) maintained by the payee with, a bank in the principal financial centre of any member state of the European Union. For so long as any Global Notes are listed on any Stock Exchange, the Issuer will ensure that it maintains a paying agent with a specified office in the place required by the rules and regulations of such Stock Exchange or other relevant authority.

Notwithstanding the foregoing, presentation and surrender of this Global Note shall be made outside the United States and no amount shall be paid by transfer to an account in the United States, or mailed to an address in the United States. In the case of a Global Note denominated in U.S. Dollars, payments shall be made by transfer to an account denominated in U.S. Dollars in the principal financial centre of any country outside of the United States that the Issuer or Paying Agent so chooses.

The nominal amount of Notes represented by this Global Note shall be the aggregate amount from time to time entered in the records of Euroclear Bank S.A./N.V. and Clearstream Banking, S.A. (together, the **relevant Clearing Systems**). The records of the relevant Clearing Systems (which expression in this Global Note means the records that each relevant Clearing System holds for its customers which reflect the amount of such customer's interest in the Notes) shall be conclusive evidence of the principal amount of Notes represented by this Global Note and, for these purposes, a statement issued by a relevant Clearing System (which statement shall be made available to the bearer upon request) stating the principal amount of Notes represented by this Global Note at any time shall be conclusive evidence of the records of the relevant Clearing System at that time.

On any redemption or interest payment being made in respect of, and cancellation of, any of the Notes represented by this Global Note the Issuer shall procure that details of such redemption, payment and cancellation (as the case may be) shall be entered pro rata in the records of the relevant Clearing Systems and, upon any such entry being made, the nominal amount of the Notes recorded

in the records of the relevant Clearing Systems and represented by this Global Note shall be reduced by the aggregate nominal amount of the Notes so redeemed and cancelled.

Payments due in respect of Notes for the time being represented by this Global Note shall be made to the bearer of this Global Note and each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries referred to above shall not affect such discharge.

3. All payments in respect of this Global Note by or on behalf of the Issuer shall be made without set-off, counterclaim, fees, liabilities or similar deductions and free and clear of, and without deduction or withholding for or on account of, taxes, levies, duties, assessments or charges of any nature now or hereafter imposed, levied, collected, withheld or assessed (**Taxes**) by or on behalf of any jurisdiction or any political subdivision thereof or any authority thereof having the power to tax, unless such withholding or deduction is required by law. If the Issuer or any agent thereof is required by law or regulation to make any deduction or withholding for or on account of Taxes imposed by or on behalf of [Ireland/Luxembourg] or Italy or any political subdivision thereof or any authority thereof having the power to tax, the Issuer shall, to the extent permitted by applicable law or regulation, pay such additional amounts as shall be necessary in order that the net amounts received by the bearer of this Global Note after such deduction or withholding shall equal the amount which would have been receivable hereunder in the absence of such deduction or withholding, except that no such additional amounts shall be payable where this Global Note is presented for payment:
 - (a) by or on behalf of a holder which is liable to such Taxes by reason of its having some connection with the jurisdiction imposing the Taxes other than the mere holding of this Global Note; or
 - (b) by or on behalf of a holder who would have been able to avoid such withholding or deduction by authorising the Paying Agent to report information in accordance with the procedure laid down by the relevant tax authority or by producing, in the form required by the relevant tax authority, a declaration, claim, certificate, document or other evidence establishing exemption therefrom;
 - (c) more than 15 days after the Maturity Date or, if applicable, the relevant Interest Payment Date or (in either case) the date on which payment hereof is duly provided for, whichever occurs later, except to the extent that the holder would have been entitled to such additional amounts if it had presented this Global Note on the last day of such period of 15 days; or
 - (d) for or on account of *imposta sostitutiva* (at the then applicable rate of tax) pursuant to Italian Legislative Decree No. 239 of 1 April 1996 (as amended or supplemented from time to time) or of *ritenuta alla fonte* pursuant to article 26 of Italian Presidential Decree No. 600 of 29 September 1973 (as amended or supplemented from time to time); or
 - (e) where such deduction or withholding is imposed pursuant to the Luxembourg law of 23 December 2005, as amended.
4. If provided in the relevant Contractual Terms, the Issuer shall, at the option of the holder of any Note, redeem such Note on the Optional Redemption Date (Put) at its Optional Redemption Amount (Put) together with interest (if any) accrued to such date.

In order to exercise its option to require the Issuer to redeem, the holder of any Note must, not less than the minimum period nor more than the maximum period of notice (specified in the applicable Contractual Terms) prior to the relevant Optional Redemption Date (Put), deposit with any Agent such Note together with a duly completed Put Option Notice in the form obtainable from any Agent.

The Agent with which a Note is so deposited shall immediately notify the Issuer and shall deliver a duly completed Put Option Receipt to the depositing Noteholder. No Note, once deposited with a duly completed Put Option Notice in accordance with this Global Note, may be withdrawn; *provided, however, that* if, prior to the relevant Optional Redemption Date (Put), any such Note becomes immediately due and payable or, upon due presentation of any such Note on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Agent shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Put Option Notice and shall hold such Note at its Specified Office for collection by the depositing Noteholder against surrender of the relevant Put Option Receipt. For so long as any outstanding Note is held by an Agent in accordance with this condition, the depositor of such Note and not such Agent shall be deemed to be the holder of such Note for all purposes.

As used in this Global Note:

Optional Redemption Amount (Put) means the amount specified in the relevant Contractual Terms.

Optional Redemption Date (Put) means the date specified in the relevant Contractual Terms.

Put Option Notice means a notice which must be delivered to an Agent by any Noteholder wanting to exercise its option to require the Issuer to redeem a Note at the option of the Noteholder.

Put Option Receipt means a receipt issued by an Agent to a depositing Noteholder upon deposit of a Note with such Agent by any Noteholder wanting to exercise a right to redeem a Note.

5. If the Maturity Date or, if applicable, the relevant Interest Payment Date is not a Payment Business Day (as defined herein), payment in respect hereof will not be made and credit or transfer instructions shall not be given until the next following Payment Business Day and neither the bearer of this Global Note nor the holder or beneficial owner of any interest herein or rights in respect hereof shall be entitled to any interest or other sums in respect of such postponed payment.

As used in this Global Note:

Payment Business Day means any day other than a Saturday or Sunday which is both (A) a day on which each of Euroclear and Clearstream are open for business, and (B) either (i) if the above-mentioned Specified Currency is any currency other than the euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency or (ii) if the above-mentioned currency is euro, a day which is a TARGET2 Business Day; and

TARGET2 Business Day means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) System, or any successor thereto, is operating credit or transfer instructions in respect of payments in euro.

Provided that if the Paying Agent determines with the agreement of the Issuer that the market practice in respect of euro denominated internationally offered securities is different from that specified above, the above shall be deemed to be amended so as to comply with such market practice and the Paying Agent shall procure that a notice of such amendment is published not less than 15 days prior to the date on which any payment in euro falls due to be made in such manner as the Paying Agent may determine.

6. The payment obligation of the Issuer represented by this Global Note constitutes and at all times shall constitute a direct and unsecured obligation of the Issuer ranking at least *pari passu* with all present and future unsecured and unsubordinated indebtedness of the Issuer other than obligations preferred by mandatory provisions of law applying to companies generally.
7. This Global Note is negotiable and, accordingly, title hereto shall pass by delivery and the bearer shall be treated as being absolutely entitled to receive payment upon due presentation hereof free and clear of any equity, set-off or counterclaim on the part of the Issuer against any previous bearer hereof.
8. This Global Note is issued in respect of an issue of Notes of the Issuer and is exchangeable in whole (but not in part only) for duly executed and authenticated Definitive Notes (whether before, on or, subject as provided below, after the Maturity Date):
 - (a) if the relevant Clearing System(s) in which this Global Note is held at the relevant time is closed for a continuous period of 14 days or more (other than by reason of weekends or public holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so; or
 - (b) if default is made in the payment of any amount payable in respect of this Global Note.

Upon presentation and surrender of this Global Note during normal business hours to the Issuer at the offices of the Paying Agent (or to any other person or at any other office outside the United States as may be designated in writing by the Issuer to the bearer), the Paying Agent shall authenticate and deliver, in exchange for this Global Note, Definitive Notes denominated in the above-mentioned Specified Currency in an aggregate principal amount of Notes represented by this Global Note.

9. If, upon any such default and following such surrender, Definitive Notes are not issued in full exchange for this Global Note before 5.00 p.m. (London time) on the thirtieth day after surrender, this Global Note (including the obligation hereunder to issue Definitive Notes) will become void and the bearer will have no further rights under this Global Note (but without prejudice to the rights which the bearer or any other person may have under a Deed of Covenant dated 9 March 2011 (as amended, re-stated or supplemented as of the date of issue of the Notes) entered into by the Issuer).
10. This Global Note has the benefit of a guarantee issued by Intesa Sanpaolo S.p.A. pursuant to a Deed Poll made on 9 March 2011, as subsequently amended, revised and restated from time to time, copies of which are available for inspection during normal business hours at the offices of the Paying Agent referred to above.
11. If this is an interest bearing Global Note, then:
 - (a) notwithstanding the provisions of paragraph 2 above, if any payment of interest in respect of this Global Note falling due for payment prior to the above-mentioned Maturity Date remains unpaid on the fifteenth day after falling so due, the amount referred to in paragraph 2 shall be payable on such fifteenth day;
 - (b) upon each payment of interest (if any) prior to the Maturity Date in respect of this Global Note, the Issuer shall procure that details of such payment shall be entered in the records of relevant Clearing Systems; and
 - (c) if no Interest Payment Dates are specified on the face of the Global Note, the Interest Payment Date shall be the Maturity Date.

12. If this is a fixed rate interest bearing Global Note, interest shall be calculated on the Principal Amount as follows:
- (a) interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Global Note is denominated in Sterling, 365 days at the above-mentioned Interest Rate with the resulting figure being rounded to the nearest amount of the above-mentioned Specified Currency which is available as legal tender in the country or countries (in the case of the euro) of the Specified Currency (with halves being rounded upwards); and
 - (b) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is an **Interest Period** for the purposes of this paragraph.
13. If this is a floating rate interest bearing Global Note, interest shall be calculated on the Principal Amount as follows:
- (a) (i) if this Global Note specifies LIBOR as the reference rate (the **Reference Rate**), interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Global Note is denominated in Sterling or if market practice so dictates (as determined by the Agent), 365 days at a rate (the **Rate of Interest**) determined on the following basis:
 - (A) on the first day of each Interest Period (for a Global Note denominated in Sterling) or, if this Global Note is denominated in euro, the second TARGET2 Business Day (as defined below) before the beginning of each Interest Period or, if this Global Note is denominated in any other currency, the second London Business Day (as defined below) before the beginning of each Interest Period (each a **LIBOR Interest Determination Date**) the Calculation Agent will determine the offered rate for deposits in the Specified Currency in the London interbank market for the Interest Period concerned as at 11.00 a.m. (London time) on the LIBOR Interest Determination Date in question. Such offered rate will be that which appears on Reuters Screen LIBOR01 Page (or such other page or service as may replace it for the purpose of displaying London interbank offered rates of major banks for deposits in the Specified Currency for a duration approximately equal to the Interest Period) (the **Relevant Screen Page**). The Rate of Interest for such Interest Period shall be the sum of the rate which so appears and the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) the offered quotation for the Reference Rate which so appears on the Relevant Screen Page (the **Screen Page Reference Rate**), as determined by the Calculation Agent;
 - (B) if on any LIBOR Interest Determination Date for any reason such Screen Page Reference Rate is unavailable, the Calculation Agent will request each of the Reference Banks (or failing that one of the Reference Banks) to provide its offered quotation to leading banks in the London interbank

market for deposits in the Specified Currency for a duration approximately equal to the Interest Period concerned as at 11.00 a.m. (London time) on the LIBOR Interest Determination Date in question. The Rate of Interest for such Interest Period shall be the sum of the rate which so appears and the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) such quotation (if only one is provided) or the arithmetic mean (rounded, if necessary, up to the nearest four decimal places) of such quotations (if two or more are so provided), as determined by the Calculation Agent;

- (C) if the Calculation Agent is unable to determine the Rate of Interest for an Interest Period in accordance with (A) or (B) above, the Rate of Interest for such Interest Period shall be the Rate of Interest in effect for the last preceding Interest Period to which (A) or (B) above shall have applied except if the the Issuer determines that the absence of the quotation is due to the permanent discontinuation of the relevant Screen Page Reference Rate and/or that a Benchmark Event has occurred in which case the Reference Rate will be determined in accordance with (D) below; and
- (D) If the Issuer determines at any time prior to any LIBOR Interest Determination Date, the permanent discontinuation of the relevant Screen Page Reference Rate and/or that a Benchmark Event has occurred, the Issuer will use, as a substitute for the Screen Page Reference Rate, the alternative reference rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) that is consistent with industry accepted standards, provided that, if the Issuer is unable to determine such an alternative reference rate, the Issuer will as soon as reasonably practicable (and in any event before the Payment Business Day prior to the applicable LIBOR Interest Determination Date) appoint an agent (the **Reference Rate Determination Agent**), which will determine whether a substitute or successor rate, that is substantially comparable to the Screen Page Reference Rate, is available for the purpose of determining the Reference Rate on each LIBOR Interest Determination Date falling on or after the date of such determination. If the Reference Rate Determination Agent determines that there is an industry accepted successor rate, the Reference Rate Determination Agent will notify the Issuer and, if applicable, the Calculation Agent, of such successor rate to be used, to determine the Interest Rate.

If the Reference Rate Determination Agent or the Issuer, as applicable, has determined a substitute or successor rate in accordance with the foregoing paragraph (such rate, the **Replacement Reference Rate**), for the purpose of determining the Reference Rate on each LIBOR Interest Determination Date falling on or after such determination:

- (i) the Reference Rate Determination Agent or the Issuer, as applicable, will also determine the changes (if any) required to the applicable business day convention, the definition of Payment Business Day, the LIBOR Interest Determination Date, the day count fraction, and any method for obtaining the Replacement Reference Rate, including any adjustment needed to make such Replacement Reference Rate comparable to the Reference Rate, in each case acting in good faith and in a commercially reasonable manner that is

consistent with industry-accepted practices for such Replacement Reference Rate;

- (ii) references to the Reference Rate will be deemed to be references to the relevant Replacement Reference Rate, including any alternative method for determining such rate as described in (i) above; and
- (iii) the Issuer will give notice to the holders of the Replacement Reference Rate and of the details described in (i). Such notice will be delivered to Euroclear, Clearstream, Luxembourg, and the bearer of this Global CD or, if that is not possible, it will be published in the Financial Times or in another leading London daily newspaper.

If for any reason a Replacement Reference Rate can not be determined in accordance with (D) above, the Reference Rate for the relevant Interest Period in such case will be equal to the last available Screen Page Reference Rate as determined by the Issuer or the Calculation Agent, as applicable.

The Reference Rate Determination Agent may be (i) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the Specified Currency as appointed by the Issuer; (ii) the Issuer; (iii) an affiliate of the Issuer; or (iv) such other entity that the Issuer in its sole and absolute discretion determines to be competent to carry out such role.

Benchmark Event means, in respect of the Reference Rate any of the following has occurred or will occur:

- (i) Any material disruption to such Reference Rate, any material change in the methodology of calculating the Reference Rate;
 - (ii) the permanent or indefinite cancellation or cessation in the provision of such Reference Rate; or
 - (iii) a regulator or other official sector entity prohibits the use of such Reference Rate or indicates that its use is subject to restrictions or adverse consequences;
- (ii) the Calculation Agent will, as soon as practicable after 11.00 a.m. (London time) on each LIBOR Interest Determination Date, determine the Rate of Interest and calculate the amount of interest payable (the **Amount of Interest**) for the relevant Interest Period. The Amount of Interest shall be calculated by applying the Rate of Interest to the Principal Amount, multiplying such product by the actual number of days in the Interest Period concerned divided by 360 or, if this Global Note is denominated in Sterling or if market practice so dictates (as determined by the Agent), by 365 and rounding the resulting figure to the nearest amount of the Specified Currency which is available as legal tender in the country of the Specified Currency (with halves being rounded upwards). The determination of the Rate of Interest and the Amount of Interest by the Calculation Agent shall (in the absence of manifest error or fraud) be final and binding upon all parties;
- (iii) a certificate of the Calculation Agent as to the Rate of Interest payable hereon for any Interest Period shall (in the absence of manifest error) be conclusive and binding as between the Issuer and the bearer hereof;

- (iv) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an **Interest Period** for the purposes of this paragraph;
 - (v) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be given as soon as practicable after the determination of the Rate of Interest. Such notice will be delivered to Euroclear, Clearstream, Luxembourg and the bearer of this Global Note or, if that is not possible, it will be published in the *Financial Times* or in another leading London daily newspaper; and
 - (vi) as used above, **London Business Day** means any day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London;
- (b) (i) if this Global Note specifies EURIBOR as the reference rate (the **Reference Rate**), interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days at a rate (the **Rate of Interest**) determined on the following basis:
- (A) on the second TARGET2 Business Day before the beginning of each Interest Period (each a **EURIBOR Interest Determination Date**) the Calculation Agent will determine the European Interbank Offered Rate for deposits in euro for the Interest Period concerned as at 11.00 a.m. (Brussels time) on the EURIBOR Interest Determination Date in question. Such offered rate will be that which appears on Reuters Screen EURIBOR01 Page (or such other page or service as may replace it for the purpose of displaying European Interbank Offered Rates of prime banks in the euro-zone (as defined below) for deposits in euro for a duration approximately equal to the Interest Period) (the **Relevant Screen Page**). The Rate of Interest for such Interest Period shall be the sum of the rate which so appears and the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) the offered quotation for the Reference Rate which so appears on the Relevant Screen Page (the **Screen Page Reference Rate**), as determined by the Calculation Agent;
 - (B) if on any EURIBOR Interest Determination Date for any reason such Screen Page Reference Rate is unavailable, the Calculation Agent will request the principal euro-zone office of each of the Reference Banks (or failing that one of the Reference Banks) to provide its offered quotation to leading banks in the euro-zone interbank market for deposits in euro for a duration approximately equal to the Interest Period concerned as at 11.00 a.m. (Brussels time) on the EURIBOR Interest Determination Date in question. The Rate of Interest for such EURIBOR Interest Period shall be the sum of the rate which so appears and the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) such quotation (if only one is provided) or the arithmetic mean (rounded, if necessary, up to the nearest four decimal places) of such quotations (if two or more are so provided), as determined by the Calculation Agent;

- (C) if the Calculation Agent is unable to determine the Rate of Interest for an Interest Period in accordance with (A) or (B) above, the Rate of Interest for such Interest Period shall be the Rate of Interest in effect for the last preceding Interest Period to which (A) or (B) above shall have applied except if the Issuer determines that the absence of the quotation is due to the permanent discontinuation of the relevant Screen Page Reference Rate and/or that a Benchmark Event has occurred in which case the Reference Rate will be determined in accordance with (D) below; and
- (D) If the Issuer determines at any time prior to any EURIBOR Interest Determination Date, the permanent discontinuation of the relevant Screen Page Reference Rate and/or that a Benchmark Event has occurred, the Issuer or the Calculation Agent, as applicable, will use, as a substitute for the Screen Page Reference Rate, the alternative reference rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) that is consistent with industry accepted standards, provided that, if the Issuer or the Calculation Agent, as applicable, is unable to determine such an alternative reference rate, the Issuer or the Calculation Agent, as applicable, will as soon as reasonably practicable (and in any event before the Payment Business Day prior to the applicable EURIBOR Interest Determination Date) appoint an agent (the **Reference Rate Determination Agent**), which will determine whether a substitute or successor rate, that is substantially comparable to the Screen Page Reference Rate, is available for the purpose of determining the Reference Rate on each EURIBOR Interest Determination Date falling on or after the date of such determination. If the Reference Rate Determination Agent determines that there is an industry accepted successor rate, the Reference Rate Determination Agent will notify the Issuer and, if applicable, the Calculation Agent, of such successor rate to be used, to determine the Interest Rate.

If the Reference Rate Determination Agent, the Issuer or the Calculation Agent, as applicable, has determined a substitute or successor rate in accordance with the foregoing paragraph (such rate, the **Replacement Reference Rate**), for the purpose of determining the Reference Rate on each EURIBOR Interest Determination Date falling on or after such determination:

- (i) the Reference Rate Determination Agent, the Issuer or the Calculation Agent, as applicable, will also determine the changes (if any) required to the applicable business day convention, the definition of Payment Business Day, the EURIBOR Interest Determination Date, the day count fraction, and any method for obtaining the Replacement Reference Rate, including any adjustment needed to make such Replacement Reference Rate comparable to the Reference Rate, in each case acting in good faith and in a commercially reasonable manner that is consistent with industry-accepted practices for such Replacement Reference Rate;
- (ii) references to the Reference Rate will be deemed to be references to the relevant Replacement Reference Rate, including any alternative method for determining such rate as described in (i) above; and
- (iii) the Issuer will give notice to the holders of the Replacement Reference Rate and of the details described in (i). Such notice will be delivered to Euroclear,

Clearstream, Luxembourg, and the bearer of this Global Note or, if that is not possible, it will be published in the Financial Times or in another leading London daily newspaper.

If for any reason a Replacement Reference Rate can not be determined in accordance with (D) above, the Reference Rate for the relevant Interest Period in such case will be equal to the last available Screen Page Reference Rate as determined by the Issuer or the Calculation Agent, as applicable.

The Reference Rate Determination Agent may be (i) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the Specified Currency as appointed by the Issuer or the Calculation Agent, as applicable; (ii) the Issuer; (iii) an affiliate of the Issuer or the Calculation Agent, as applicable; or (iv) such other entity that the Issuer in its sole and absolute discretion determines to be competent to carry out such role.

Benchmark Event means, in respect of the Reference Rate any of the following has occurred or will occur:

- (i) Any material disruption to such Reference Rate, any material change in the methodology of calculating the Reference Rate;
- (ii) the permanent or indefinite cancellation or cessation in the provision of such Reference Rate; or
- (iii) a regulator or other official sector entity prohibits the use of such Reference Rate or indicates that its use is subject to restrictions or adverse consequences;

for the purposes of this Global Note, **euro-zone** means the region comprised of the countries whose lawful currency is the euro;

- (ii) the Calculation Agent will, as soon as practicable after 11.00 a.m. (Brussels time) on each EURIBOR Interest Determination Date, determine the Rate of Interest and calculate the amount of interest payable (the **Amount of Interest**) for the relevant Interest Period. The Amount of Interest shall be calculated by applying the Rate of Interest to the Principal Amount, multiplying such product by the actual number of days in the Interest Period concerned divided by 360, and rounding the resulting figure to the nearest cent (with halves being rounded upwards). The determination of the Rate of Interest and the Amount of Interest by the Calculation Agent shall (in the absence of manifest error or fraud) be final and binding upon all parties;
- (iii) a certificate of the Calculation Agent as to the Rate of Interest payable hereon for any Interest Period shall (in the absence of manifest error) be conclusive and binding as between the Issuer and the bearer hereof;
- (iv) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an **Interest Period** for the purposes of this paragraph; and
- (v) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be given as soon as practicable after the determination of the

Rate of Interest. Such notice will be delivered to Euroclear, Clearstream, Luxembourg and the bearer of this Global Note or, if that is not possible, it will be published in the *Financial Times* or in another leading London daily newspaper;

- (c) in the case of a Global Note which specifies EONIA as the reference rate (the **Reference Rate**) on its face interest shall be payable on the Principal Amount in respect of each successive Interest Period from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date (as defined below), on the basis of the actual number of days in such Interest Period and a year of 360 days at a rate (the **Rate of Interest**) equal to the sum of EONIA and the Margin where:

(A) **EONIA**, for each day in an Interest Period beginning on, and including, the first day of such Interest Period and ending on, but excluding, the last day of such Interest Period, shall be equal to the overnight rate as calculated by the European Central Bank and appearing on the Reuters Screen EONIA Page in respect of that day at 11.00 a.m. (Brussels time) on the TARGET2 Business Day immediately following such day (each an EONIA Interest Determination Date), as if the Reset Date (as defined in the 2006 ISDA Definitions, as amended and updated as the Issue Date of the Notes, published by the International Swaps and Derivatives Association, Inc. (the **ISDA Definitions**)) was the first day of such Interest Period and the Designated Maturity (as defined in the ISDA Definitions) was the number of months specified on the face of this Global Note in relation to the Reference Rate;

(B) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an **Interest Period** for the purposes of this paragraph; and

(C) and if, on any EONIA Interest Determination Date, it is not possible to determine the Rate of Interest due to the non-availability of the Reuters Screen EONIA Page then the Rate of Interest for such Interest Period shall be the Rate of Interest in effect for the last preceding Interest Period.

- (d) (i) if this Global Note specifies SONIA as the reference rate (the **Reference Rate**), interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date at a rate (the **Rate of Interest**) equal to Compounded Daily SONIA (as defined below) plus or minus the Margin (if any), subject to the provisions of paragraph (d)(iii) below, as determined by the Calculation Agent.

(ii) The following definitions shall apply for the purposes of this paragraph:

Compounded Daily SONIA means, with respect to an Interest Period, the rate of return of a daily compound interest investment in Sterling (with the daily Sterling overnight reference rate as the reference rate for the calculation of interest) calculated by the Calculation Agent on the second London Business Day before the beginning of each Interest Period (each a **SONIA Interest Determination Date**) in accordance with the following formula:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{\text{SONIA}_{i-\text{pLBD}} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where the resulting percentage will be rounded (if necessary) to the fifth decimal place, with 0.000005 being rounded upwards.

d means, in respect of an Interest Period, the number of calendar days in such Interest Period;

d₀ means, in respect of an Interest Period, the number of London Business Days in the relevant Interest Period;

i means a series of whole numbers from one to **d₀**, each representing the relevant London Business Days in chronological order from (and including) the first London Business Day in the relevant Interest Period;

the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an **Interest Period**;

Lock-out Period means, in respect of an Interest Period, the period from (and including) the day following the SONIA Interest Determination Date to (but excluding) the Interest Payment Date falling at the end of such Interest Period;

London Business Day means any day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London;

Lookback Period or **p** means, in respect of an Interest Period where "Lag" is specified as the Observation Method in this Global Note, five London Business Days;

n_i means, in respect of a London Business Day **i**, the number of calendar days from (and including) such London Business Day **i** up to (but excluding) the following London Business Day;

Reference Day means each London Business Day in the relevant Interest Period that is not a London Business Day falling in the Lock-out Period;

SONIA i means:

- (A) if "Lag" is specified as the Observation Method in this Global Note, the SONIA Rate in respect of pLBD in respect of the relevant London Business Day **i**; or
- (B) if "Lock-out" is specified as the Observation Method in this Global Note:
 - (x) in respect of any London Business Day **i** that is a Reference Day, the SONIA Rate in respect of the London Business Day immediately preceding such Reference Day; otherwise
 - (y) the SONIA Rate in respect of the London Business Day immediately preceding the SONIA Interest Determination Date for the relevant Interest Period;

SONIA_{i-pLBD} means:

- (A) if "Lag" is specified as the Observation Method in this Global Note, in respect of a London Business Day i, SONIA i in respect of the London Business Day falling p London Business Days prior to such London Business Day i (**pLBD**); or
- (B) if "Lock-out" is specified as the Observation Method in this Global Note, in respect of a London Business Day i, SONIA i in respect of such London Business Day I; and

SONIA Rate means, in respect of any London Business Day, a reference rate equal to the daily Sterling Overnight Index Average rate for such London Business Day, as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the London Business Day immediately following such London Business Day.

(iii) If, in respect of any London Business Day, the SONIA Rate is not available on the Relevant Screen Page (and has not otherwise been published by the relevant authorised distributors), such SONIA Rate shall be:

- (C) (i) the Bank of England's Bank Rate (the **Bank Rate**) prevailing at the close of business on the relevant London Business Day; plus (ii) the arithmetic mean of the spread of SONIA to the Bank Rate over the previous five days in respect of which SONIA has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads); or
- (D) if such Bank Rate is not available, the SONIA Rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the immediately preceding London Business Day on which the SONIA Rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors), and

such rate shall be deemed to be the SONIA Rate for such London Business Day.

Notwithstanding the foregoing, in the event of the Bank of England publishing guidance as to (i) how the SONIA Rate is to be determined or (ii) any rate that is to replace the SONIA Rate, the Calculation Agent shall follow such guidance to determine the SONIA Rate for so long as the SONIA Rate is not available or has not been published by the authorised distributors.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions in respect of an Interest Period, the Rate of Interest shall be (i) that determined as at the immediately preceding SONIA Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the immediately preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin in relation to the immediately preceding Interest Period); or (ii) if there is no such preceding SONIA Interest Determination Date, the initial Rate of Interest which would have applied to such Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (subject to the application of the relevant Margin if any).

- (e) If this Global Note specifies [*insert reference rate*] as the reference rate (the **Reference Rate**), then [*insert relevant interest calculation language*].
14. If this Global Note is denominated in euro, the principal amount hereof will be not less than €500,000; if this Global Note is denominated in U.S. Dollars, the principal amount hereof shall be not less than U.S.\$500,000; and if this Global Note is denominated in a currency other than euro or U.S. Dollars, the principal amount hereof shall be not less than €500,000 determined by reference to the relevant spot rate of exchange on the date of the Information Memorandum and provided that if the proceeds of this Global Note are accepted in the United Kingdom, subject to the minimum denomination requirement above, such principal amount shall be not less than £100,000 (or the equivalent in any other currency).
15. Instructions for payment must be received at the offices of the Paying Agent referred to above together with this Global Note as follows:
- (a) if this Global Note is denominated in Australian dollars, New Zealand dollars, Hong Kong dollars or Japanese Yen, at least two Business Days prior to the relevant payment date;
 - (b) if this Global Note is denominated in U.S. Dollars, Canadian dollars or Sterling, on or prior to the relevant payment date; and
 - (c) in all other cases, at least one Business Day prior to the relevant payment date.

As used in this paragraph, **Business Day** means:

- (i) a day (other than Saturday or Sunday) on which the offices of the Paying Agent are open for business in the relevant place of presentation;
 - (ii) a day on which each of Euroclear and Clearstream are open for business, and
 - (iii) in the case of payments in euro, a TARGET2 Business Day and, in all other cases, a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre in the country of the above-mentioned Specified Currency.
16. This Global Note is intended to be held in a manner which would allow Eurosystem eligibility (unless otherwise specified in the relevant Contractual Terms) and shall not be validly issued unless manually authenticated by the Paying Agent as issuing agent and effectuated by the entity appointed as common safekeeper by the relevant Clearing Systems [and the Issuer has delivered to such common safekeeper the relevant effectuation authorisation].³²
17. Notwithstanding any provision of this Global Note or any other agreements, arrangements, or understandings between the Issuers and the Guarantor (where applicable) and any holder, and without prejudice to Article 55(1) of the BRRD, by its acquisition of the Notes each holder (which, for the purposes of this paragraph 17, includes each holder of a beneficial interest in the Notes) acknowledges, accepts, consents to and agrees to be bound by:

³² If the Paying Agent is an entity which is not qualified to act as a common safekeeper, the NGN will need to be delivered to the common safekeeper who should effectuate it upon receipt. For any programme where the Agent is not qualified to act as a common safekeeper, this paragraph should read:
"This Global Note shall not be valid unless authenticated by the Agent and effectuated by the entity appointed as common safekeeper by the relevant Clearing Systems and the Issuer has delivered to such common safekeeper the relevant effectuation authorisation."

- (a) the effects of the exercise of the Italian Bail-in Power by the Relevant Authority, which exercise may include and result in any of the following, or some combination thereof: (i) the reduction of all, or a portion, of the principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; (ii) the conversion of all, or a portion, of the principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto, into ordinary shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the holder of such shares, securities or obligations), including by means of an amendment, modification or variation of this Global Note; (iii) the cancellation of the Notes or the principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; and (iv) the amendment or alteration of the maturity of the Notes or amendment of the amount of interest payable on the Notes, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and
- (b) the variation of this Global Note, as deemed necessary by the Relevant Authority, to give effect to the exercise of the Italian Bail-in Power by the Relevant Authority.

Upon the exercise of the Italian Bail-in Power by the Relevant Authority this Global Note shall remain in full force and effect, save as varied by the Relevant Authority in accordance with this paragraph 17.

BRRD means Directive 2014/59/EU of the European Parliament and of the Council of May 15, 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms, as amended or replaced from time to time.

Italian Bail-in Power means any write-down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in the Republic of Italy, relating to (i) the transposition of the BRRD (in including, but not limited to, Legislative Decrees No. 180/2015 and 181/2015) as amended from time to time; and (ii) the instruments, rules and standards created thereunder, pursuant to which any obligation of a regulated entity (or other affiliate of such regulated entity) can be reduced, cancelled, modified, or converted into shares, other securities, or other obligations of such regulated entity or any other person (or suspended for a temporary period).

Relevant Authority means (i) in respect of Italy, any issuer, the Bank of Italy or other governmental authority in Italy (or other country in which the Issuer is then domiciled) or in the European Union having primary responsibility for the prudential oversight and supervision of the Issuer; (ii) in respect of Ireland, the Central Bank of Ireland and/or any other authority in Ireland or in the European Union entitled to exercise or participate in the exercise of the Irish Bail-in Power from time to time; and (iii) in respect of Luxembourg, the *Commission de Surveillance du Secteur Financier*, acting in its capacity as resolution authority within the meaning of Article 3(1) of BRRD, the Single Resolution Board established pursuant to the SRM Regulation, and/or any other authority in Luxembourg or in the European Union entitled to exercise or participate in the exercise of the Luxembourg Bail-in Power from time to time.

SRM Regulation means Regulation (EU) No.806/2014 of the European Parliament and of the Council of 15 July 2014, establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of the Single Supervisory Mechanism and the Single Resolution Fund and amending Regulation (EU) No. 1093/2010, as amended or replaced from time to time.

18. Notwithstanding any provision of this Global Note or any other agreements, arrangements, or understandings between the Issuers and the Guarantor (where applicable) and any holder, and without prejudice to Article 55(1) of the BRRD, by its acquisition of the Notes each holder (which, for the purposes of this paragraph 18, includes each holder of a beneficial interest in the Notes) acknowledges, accepts, consents to and agrees to be bound by:
- (a) the effects of the exercise of the Irish Bail-in Power by the Relevant Authority, which exercise may include and result in any of the following, or some combination thereof: (i) the reduction of all, or a portion, of the principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; (ii) the conversion of all, or a portion, of the principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto, into ordinary shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the holder of such shares, securities or obligations), including by means of an amendment, modification or variation of this Global Note; (iii) the cancellation of the Notes or the principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; and (iv) the amendment or alteration of the maturity of the Notes or amendment of the amount of interest payable on the Notes, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and
 - (b) the variation of this Global Note, as deemed necessary by the Relevant Authority, to give effect to the exercise of the Irish Bail-in Power by the Relevant Authority.

Upon the exercise of the Irish Bail-in Power by the Relevant Authority this Global Note shall remain in full force and effect, save as varied by the Relevant Authority in accordance with this paragraph 18.

Irish Bail-in Power means any write-down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in Ireland:

- (i) relating to the transposition of BRRD, including but not limited to the European Union (Bank Recovery and Resolution) Regulations 2015 as amended or replaced from time to time (the **BRRD Irish Regulations**) and the instruments rules and standards created thereunder; and
- (ii) constituting or relating to the SRM Regulation and the instruments rules and standards created thereunder,

in each case, pursuant to which any obligation of a regulated entity (or other affiliate of such regulated entity) can be reduced (including to zero), cancelled, modified or converted into shares, other securities, or other obligations of such regulated entity or any other person (or suspended for a temporary period). For this purpose, a reference to a "regulated entity" is to any entity to which for the purposes of (i) above, the BRRD Irish Regulation apply and, for the purposes of (ii) above, the SRM Regulation applies, which in each case includes certain credit institutions, investment firms and certain of their parent or holding companies.

19. Notwithstanding any provision of this Global Note or any other agreements, arrangements, or understandings between the Issuers and the Guarantor (where applicable) and any holder, and without prejudice to Article 55(1) of the BRRD, by its acquisition of the Notes each holder (which,

for the purposes of this paragraph 19, includes each holder of a beneficial interest in the Notes) acknowledges, accepts, consents to and agrees to be bound by:

- (a) the effects of the exercise of the **Luxembourg Bail-in Power** by the Relevant Authority, which exercise may include and result in any of the following, or some combination thereof: (i) the reduction of all, or a portion, of the principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; (ii) the conversion of all, or a portion, of the principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto, into ordinary shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the holder of such shares, securities or obligations), including by means of an amendment, modification or variation of this Global Note; (iii) the cancellation of the Notes or the principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; and (iv) the amendment or alteration of the maturity of the Notes or amendment of the amount of interest payable on the Notes, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and
- (b) the variation of this Global Note, as deemed necessary by the Relevant Authority, to give effect to the exercise of the Luxembourg Bail-in Power by the Relevant Authority.

Upon the exercise of the Luxembourg Bail-in Power by the Relevant Authority this Global Note shall remain in full force and effect, save as varied by the Relevant Authority in accordance with this paragraph 19.

Luxembourg Bail-in Power means any write-down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in Luxembourg, (i) relating to the transposition of the BRRD (including, but not limited to, the Luxembourg law of 18 December 2015 *relative aux mesures de résolution, d'assainissement et de liquidation des établissements de crédit et de certaines entreprises d'investissement ainsi qu'aux systèmes de garantie des dépôts et d'indemnisation des investisseurs*, as amended from time to time (the **Luxembourg BRRD Law**), (ii) relating to the SRM Regulation or (iii) otherwise arising under Luxembourg law and (iv) in each case, the instruments, rules and standards created thereunder, pursuant to which any obligation of a regulated entity or other affiliate of such regulated entity) can be reduced, cancelled, modified, or converted into shares, other securities, or other obligations of such regulated entity or any other person (or suspended for a temporary period) and any right in a contract governing an obligation of a regulated entity may be deemed to have been exercised. For this purpose, a reference to a "regulated entity" is to any institution or entity (which includes certain credit institutions, investment firms, and certain of their group companies) referred to in points (1), (2), (3) or (4) of Article 2(1) of the Luxembourg BRRD Law, and with respect to the SRM Regulation to any entity referred to in Article 2 of the SRM Regulation.

20. This Global Note and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Global Note (including a dispute regarding the existence, validity or termination of this Global Note). The parties to this Global Note agree that the English courts are the most appropriate and convenient courts to settle any such dispute and accordingly no such party will argue to the contrary.

The Issuer irrevocably appoints Intesa Sanpaolo S.p.A., London Branch at 90 Queen Street, London EC4N 1SA, England as its agent for service of process in any proceedings before the English courts in connection with this Global Note. If any person appointed as process agent is unable for any reason to act as agent for service of process, the Issuer will appoint another agent, and failing such appointment within 15 days, the bearer shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Paying Agent. The Issuer agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings. This paragraph 20 does not affect any other method of service allowed by law.

The Issuer irrevocably and unconditionally agrees not to claim any immunity from proceedings brought by the bearer against it in relation to this Global Note and to ensure that no such claim is made on its behalf, consents generally to the giving of any relief or the issue of any process in connection with those proceedings, and waives all rights of immunity in respect of it or its assets.

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

IN WITNESS whereof the Issuer has caused this Global Note to be duly executed on its behalf.

EITHER

[INTESA SANPAOLO BANK IRELAND p.l.c.

By:]

OR

[INTESA SANPAOLO BANK LUXEMBOURG, *SOCIÉTÉ ANONYME*

By:

By:

Title:

Title:]

Authenticated without recourse warranty or liability by

**THE BANK OF NEW YORK MELLON, LONDON
BRANCH**

as Paying Agent

By:

Effectuated without recourse warranty or liability by

.....

as common safekeeper

By:

FORM OF DEFINITIVE MULTI CURRENCY NOTE

(Interest-bearing/Discounted)

***EITHER* [Intesa Sanpaolo Bank Ireland p.l.c.**

Incorporated and registered in Ireland with Registration No: 125216

Registered Office: 2nd Floor, International House, 3 Harbourmaster Place, IFSC, Dublin 1, D01 K8F1, Ireland]

***OR* [Intesa Sanpaolo Bank Luxembourg, *société anonyme* (formerly *Société Européenne de Banque, société anonyme*)³³**

Incorporated as a public limited liability company (*société anonyme*) and registered in the Luxembourg trade and companies register (*Registre de commerce et des sociétés, Luxembourg*) under registration number B13.859

Registered Office: 19-21 Boulevard Prince Henri, L – 1724 Luxembourg, Grand Duchy of Luxembourg]

**Unconditionally and irrevocably guaranteed by
Intesa Sanpaolo S.p.A.
(Incorporated in Italy)**

Issuer:

No: _____ Series No.:

Issued in London on: Maturity Date³⁴:

Specified Currency: Denomination:

Principal Amount:
(*words and figures if a Sterling Note*)

Interest Rate³⁵: ____% per annum Margin³⁶:

Calculation Agent³⁷: Reference Banks³⁸:

Interest Payment Dates³⁹: Reference Rate: [●] months
LIBOR/EURIBOR/EONIA/SONIA/€STR [specify
other reference rate]⁴⁰

Observation Method: Lag/Lock-out⁴¹

³³ This document must be signed in accordance with article 470-1 of the Luxembourg law of 10 August 1915 on commercial companies, as amended.

³⁴ Not to exceed 364 days from the Issue Date.

³⁵ Complete for fixed rate interest bearing Notes only.

³⁶ Complete for floating rate Notes only.

³⁷ Complete for floating rate Notes only.

³⁸ Complete for floating rate Notes only.

³⁹ Complete for interest bearing Notes if interest is payable before the Maturity Date.

⁴⁰ Delete/complete as appropriate. The Reference Rate shall be LIBOR, SONIA or any other Reference Rate agreed between the Issuer and the relevant dealer unless the Note is denominated in euro and the Issuer and the relevant Dealer agree that EURIBOR or EONIA or €STR should be used instead.

⁴¹ Complete for Floating Rate CDs where the reference rate is SONIA.

Relevant Screen Page: [specify]⁴²

Interest Commencement Date⁴³:

Early Redemption at the option of the Noteholder: Optional Redemption Date(s) (Put):⁴⁴
[Yes/No]

Optional Redemption Amount (Put):⁴⁵

1. FOR VALUE RECEIVED, [Intesa Sanpaolo Bank Ireland p.l.c./Intesa Sanpaolo Bank Luxembourg, *société anonyme*] (the **Issuer**) promises to pay to the bearer (the **Holder**) of this Note on the above-mentioned Maturity Date the principal sum of [●] [together with interest thereon from the date of issuance until the day of maturity, both set out above, calculated on a 360-day year basis or, if this Note is denominated in Sterling, 365-day year basis and the number of days elapsed]⁴⁶ upon presentation and surrender of this Note at the offices of The Bank of New York Mellon, London Branch (the **Paying Agent**) at One Canada Square, Canary Wharf, London E14 5AL, United Kingdom, as paying agent during the office hours of the Paying Agent by a [insert currency] cheque drawn on, or by transfer to a [insert currency] account maintained by the Holder with, a bank in [insert the principal financial centre].

All such payments shall be made in accordance with an issuing and paying agency agreement dated 14 January 2020 between the Issuer, [Intesa Sanpaolo Bank Ireland p.l.c./Intesa Sanpaolo Bank Luxembourg, *société anonyme*], the Guarantor and the Paying Agent, a copy of which is available for inspection at the offices of the Paying Agent at One Canada Square, Canary Wharf, London E14 5AL, United Kingdom, and subject to and in accordance with the terms and conditions set forth below. All such payments shall be made upon presentation and surrender of this Note at the offices of the Paying Agent referred to above by transfer to an account denominated in the above-mentioned Specified Currency maintained by the bearer with a bank in the principal financial centre in the country of that currency or, in the case of a Note denominated or payable in euro, by transfer to a euro account (or any other account to which euro may be credited or transferred) maintained by the payee with a bank in the principal financial centre of any member state of the European Union. For so long as any Notes are listed on any Stock Exchange, the Issuer will ensure that it maintains a paying agent with a specified office in the place required by the rules and regulations of such Stock Exchange or other relevant authority.

Notwithstanding the foregoing, presentation and surrender of this Note shall be made outside the United States and no amount shall be paid by transfer to an account in the United States, or mailed to an address in the United States. In the case of a Note denominated in U.S. Dollars, payments shall be made by transfer to an account denominated in U.S. Dollars in the principal financial centre of any country outside of the United States that the Issuer or Paying Agent so chooses.

2. If this Note is denominated in euro, the principal amount hereof will be not less than €500,000; if this Note is denominated in U.S. Dollars, the principal amount hereof shall be not less than U.S.\$500,000; and if this Note is denominated in a currency other than euro or U.S. Dollars, the principal amount hereof shall be not less than €500,000 determined by reference to the relevant spot rate of exchange on the date of the information memorandum containing summary information of the Issuer's guaranteed euro-commercial paper programme provided that if the proceeds of this Note

⁴² Complete for Floating Rate CDs where the reference rate is SONIA or if otherwise applicable.

⁴³ Complete for interest bearing Yen denominated Notes only.

⁴⁴ Complete for Notes which are subject to early redemption at the option of the Noteholder.

⁴⁵ Complete for Notes which are subject to early redemption at the option of the Noteholder.

⁴⁶ Include where Note is interest bearing.

are accepted in the United Kingdom, subject to the minimum denomination requirement above, such principal amount shall be not less than £100,000 (or the equivalent in any other currency).

3. All payments in respect of this Note by or on behalf of the Issuer shall be made without set-off, counterclaim, fees, liabilities or similar deductions and free and clear of, and without deduction or withholding for or on account of, taxes, levies, duties, assessments or charges of any nature now or hereafter imposed, levied, collected, withheld or assessed (**Taxes**) by or on behalf of any jurisdiction or any political subdivision thereof or any authority thereof having the power to tax in, unless such withholding or deduction is required by law. If the Issuer or any agent thereof is required by law or regulation to make any deduction or withholding for or on account of Taxes imposed by or on behalf of [Ireland/Luxembourg] or Italy or any political subdivision thereof or any authority thereof having the power to tax, the Issuer shall, to the extent permitted by applicable law or regulation, pay such additional amounts as shall be necessary in order that the net amounts received by the bearer of this Note after such deduction or withholding shall equal the amount which would have been receivable hereunder in the absence of such deduction or withholding, except that no such additional amounts shall be payable where this Note is presented for payment:
- (a) by or on behalf of a holder which is liable to such Taxes by reason of its having some connection with the jurisdiction imposing the Taxes other than the mere holding of this Note;
 - (b) by or on behalf of a holder who would have been able to avoid such withholding or deduction by authorising the Paying Agent to report information in accordance with the procedure laid down by the relevant tax authority or by producing, in the form required by the relevant tax authority, a declaration, claim, certificate, document or other evidence establishing exemption therefrom;
 - (c) more than 15 days after the Maturity Date or, if applicable, the relevant Interest Payment Date or (in either case) the date on which payment hereof is duly provided for, whichever occurs later, except to the extent that the holder would have been entitled to such additional amounts if it had presented this Note on the last day of such period of 15 days; or
 - (d) for or on account of *imposta sostitutiva* (at the then applicable rate of tax) pursuant to Italian Legislative Decree No. 239 of 1 April 1996 (as amended or supplemented from time to time) or of *ritenuta alla fonte* pursuant to article 26 of Italian Presidential Decree No. 600 of 29 September 1973 (as amended or supplemented from time to time); or
 - (e) where such deduction or withholding is imposed pursuant to the Luxembourg law of 23 December 2005, as amended.
4. [The Issuer shall, at the option of the holder of this Note, redeem this Note on the Optional Redemption Date (Put) (as defined herein) at its Optional Redemption Amount (Put) (as defined herein) together with interest (if any) accrued to such date.

In order to exercise its option to require the Issuer to redeem, the holder of this Note must, not less than the [insert *minimum period*] nor more than the [insert *maximum period*] of notice prior to the relevant Optional Redemption Date (Put), deposit with any Agent this Note together with a duly completed Put Option Notice in the form obtainable from any Agent. The Agent with which this Note is so deposited shall immediately notify the Issuer and shall deliver a duly completed Put Option Receipt to the depositing Noteholder. Once this Note is deposited with a duly completed Put Option Notice in accordance with this Note, it may not be withdrawn; *provided, however, that* if, prior to the relevant Optional Redemption Date (Put), any such Note becomes immediately due and payable or, upon due presentation of any such Note on the relevant Optional Redemption Date (Put),

payment of the redemption moneys is improperly withheld or refused, the relevant Agent shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Put Option Notice and shall hold this Note at its Specified Office for collection by the depositing Noteholder against surrender of the relevant Put Option Receipt. For so long as any outstanding Note is held by an Agent in accordance with this condition, the depositor of such Note and not such Agent shall be deemed to be the holder of such Note for all purposes.

As used in this Note:

Put Option Notice means a notice which must be delivered to an Agent by any Noteholder wanting to exercise its option to require the Issuer to redeem a Note at the option of the Noteholder.

Put Option Receipt means a receipt issued by an Agent to a depositing Noteholder upon deposit of a Note with such Agent by any Noteholder wanting to exercise a right to redeem a Note.⁴⁷

5. If the Maturity Date [or, if applicable, the relevant Interest Payment Date]⁴⁸ is not a Payment Business Day (as defined herein), payment in respect hereof will not be made and credit or transfer instructions shall not be given until the next following Payment Business Day and neither the bearer of this Note nor the holder or beneficial owner of any interest herein or rights in respect hereof shall be entitled to any interest or other sums in respect of such postponed payment.

As used in this Note:

Payment Business Day means any day other than a Saturday or Sunday which is both (a) a day on which the offices of the Paying Agent are open for business in the relevant place of presentation, and (b) either (i) if the above-mentioned Specified Currency is any currency other than the euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency or (ii) if the above-mentioned currency is euro, a day which is a TARGET2 Business Day; and

TARGET2 Business Day means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) System, or any successor thereto, is operating credit or transfer instructions in respect of payments in euro.

Provided that if the Paying Agent determines with the agreement of the Issuer that the market practice in respect of euro denominated internationally offered securities is different from that specified above, the above shall be deemed to be amended so as to comply with such market practice and the Paying Agent shall procure that a notice of such amendment is published not less than 15 days prior to the date on which any payment in euro falls due to be made in such manner as the Paying Agent may determine.

6. The payment obligation of the Issuer represented by this Note constitutes and at all times shall constitute a direct and unsecured obligation of the Issuer ranking at least *pari passu* with all present and future unsecured and unsubordinated indebtedness of the Issuer other than obligations preferred by mandatory provisions of law applying to companies generally.
7. This Note is negotiable and, accordingly, title hereto shall pass by delivery and the Holder shall be treated (notwithstanding, but without limitation to, any notice of ownership or writing hereon or notice of any previous loss or theft hereof) as being absolutely entitled to receive payment upon due

⁴⁷ Include where Note is subject to early redemption at the option of the Noteholder.

⁴⁸ Include where Note is interest bearing.

presentation hereof free and clear of any equity, set-off or counterclaim on the part of the Issuer against any previous Holder hereof.

8. [This is an interest bearing Note, in respect of which:

- (a) notwithstanding the provisions of paragraph 1 above, if any payment of interest in respect of this Note falling due for payment prior to the above-mentioned Maturity Date remains unpaid on the fifteenth day after falling so due, the amount referred to in paragraph 1 shall be payable on such fifteenth day;
- (b) upon each payment of interest (if any) prior to the Maturity Date in respect of this Note, the Schedule hereto shall be duly completed by the Paying Agent to reflect such payment; and
- (c) if no Interest Payment Dates are specified on the face of this Note, the Interest Payment Date shall be the Maturity Date.]⁴⁹

9. [Interest shall be calculated on the Principal Amount as follows:

- (a) interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Note is denominated in Sterling, 365 days at the above-mentioned Interest Rate with the resulting figure being rounded to the nearest amount of the above-mentioned Specified Currency which is available as legal tender in the country or countries (in the case of the euro) of the Specified Currency (with halves being rounded upwards); and
- (b) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is an **Interest Period** for the purposes of this paragraph.]⁵⁰ **OR**

[Interest shall be calculated on the Principal Amount as follows:

- (a) (i) if this Note specifies LIBOR as the reference rate (the **Reference Rate**), interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Note is denominated in Sterling or if market practice so dictates (as determined by the Agent), 365 days at a rate (the **Rate of Interest**) determined on the following basis:
 - (A) on the first day of each Interest Period (for a Note denominated in Sterling) or, if this Note is denominated in euro, the second TARGET2 Business Day (as defined below) before the beginning of each Interest Period or, if this Note is denominated in any other currency, the second London Business Day (as defined below) before the beginning of each Interest Period (each a **LIBOR Interest Determination Date**) the Calculation Agent will determine the offered rate for deposits in the Specified Currency in the London interbank market for the Interest Period concerned as at 11.00 a.m. (London time) on the LIBOR Interest Determination Date in question. Such

⁴⁹ Include where Note is interest bearing.

⁵⁰ Include where Note bears fixed interest

offered rate will be that which appears on Reuters Screen LIBOR01 Page (or such other page or service as may replace it for the purpose of displaying London interbank offered rates of major banks for deposits in the Specified Currency for a duration approximately equal to the Interest Period) (the **Relevant Screen Page**). The Rate of Interest for such Interest Period shall be the sum of the rate which so appears and the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) the offered quotation for the Reference Rate which so appears on the Relevant Screen Page (the **Screen Page Reference Rate**), as determined by the Calculation Agent;

- (B) if on any LIBOR Interest Determination Date for any reason such Screen Page Reference Rate is unavailable, the Calculation Agent will request each of the Reference Banks (or failing that one of the Reference Banks) to provide its offered quotation to leading banks in the London interbank market for deposits in the Specified Currency for a duration approximately equal to the Interest Period concerned as at 11.00 a.m. (London time) on the LIBOR Interest Determination Date in question. The Rate of Interest for such Interest Period shall be the sum of the rate which so appears and the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) such quotation (if only one is provided) or the arithmetic mean (rounded, if necessary, up to the nearest four decimal places) of such quotations (if two or more are so provided), as determined by the Calculation Agent;
- (C) if the Calculation Agent is unable to determine the Rate of Interest for an Interest Period in accordance with (A) or (B) above, the Rate of Interest for such Interest Period shall be the Rate of Interest in effect for the last preceding Interest Period to which (A) or (B) above shall have applied except if the Issuer determines that the absence of the quotation is due to the permanent discontinuation of the relevant Screen Page Reference Rate and/or that a Benchmark Event has occurred in which case the Reference Rate will be determined in accordance with (D) below; and
- (D) If the Issuer determines at any time prior to any LIBOR Interest Determination Date, the permanent discontinuation of the relevant Screen Page Reference Rate and/or that a Benchmark Event has occurred, the Issuer will use, as a substitute for the Screen Page Reference Rate, the alternative reference rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) that is consistent with industry accepted standards, provided that, if the Issuer is unable to determine such an alternative reference rate, the Issuer will as soon as reasonably practicable (and in any event before the Payment Business Day prior to the applicable LIBOR Interest Determination Date) appoint an agent (the **Reference Rate Determination Agent**), which will determine whether a substitute or successor rate, that is substantially comparable to the Screen Page Reference Rate, is available for the purpose of determining the Reference Rate on each LIBOR Interest Determination Date falling on or after the date of such determination. If the Reference Rate Determination Agent determines that there is an industry accepted successor rate, the Reference Rate Determination Agent will notify the Issuer and, if applicable, the Calculation Agent, of such successor rate to be used, to determine the Interest Rate.

If the Reference Rate Determination Agent or the Issuer, as applicable, has determined a substitute or successor rate in accordance with the foregoing paragraph (such rate, the **Replacement Reference Rate**), for the purpose of determining the Reference Rate on each LIBOR Interest Determination Date falling on or after such determination:

- (i) the Reference Rate Determination Agent or the Issuer, as applicable, will also determine the changes (if any) required to the applicable business day convention, the definition of Payment Business Day, the LIBOR Interest Determination Date, the day count fraction, and any method for obtaining the Replacement Reference Rate, including any adjustment needed to make such Replacement Reference Rate comparable to the Reference Rate, in each case acting in good faith and in a commercially reasonable manner that is consistent with industry-accepted practices for such Replacement Reference Rate;
- (ii) references to the Reference Rate will be deemed to be references to the relevant Replacement Reference Rate, including any alternative method for determining such rate as described in (i) above; and
- (iii) the Issuer will give notice to the holders of the Replacement Reference Rate and of the details described in (i). Such notice will be delivered to Euroclear, Clearstream, Luxembourg, and the bearer of this Note or, if that is not possible, it will be published in the Financial Times or in another leading London daily newspaper.

If for any reason a Replacement Reference Rate can not be determined in accordance with (D) above, the Reference Rate for the relevant Interest Period in such case will be equal to the last available Screen Page Reference Rate as determined by the Issuer or the Calculation Agent, as applicable.

The Reference Rate Determination Agent may be (i) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the Specified Currency as appointed by the Issuer; (ii) the Issuer; (iii) an affiliate of the Issuer; or (iv) such other entity that the Issuer in its sole and absolute discretion determines to be competent to carry out such role.

Benchmark Event means, in respect of the Reference Rate any of the following has occurred or will occur:

- (i) Any material disruption to such Reference Rate, any material change in the methodology of calculating the Reference Rate;
 - (ii) the permanent or indefinite cancellation or cessation in the provision of such Reference Rate; or
 - (iii) a regulator or other official sector entity prohibits the use of such Reference Rate or indicates that its use is subject to restrictions or adverse consequences;
- (ii) the Calculation Agent will, as soon as practicable after 11.00 a.m. (London time) on each LIBOR Interest Determination Date, determine the Rate of Interest and calculate the amount of interest payable (the **Amount of Interest**) for the relevant Interest Period. The Amount of Interest shall be calculated by applying the Rate of

Interest to the Principal Amount of one Note of each Denomination, multiplying such product by the actual number of days in the Interest Period concerned divided by 360 or, if this Note is denominated in Sterling or if market practice so dictates (as determined by the Agent), by 365 and rounding the resulting figure to the nearest amount of the Specified Currency which is available as legal tender in the country of the Specified Currency (with halves being rounded upwards). The determination of the Rate of Interest and the Amount of Interest by the Calculation Agent shall (in the absence of manifest error or fraud) be final and binding upon all parties;

- (iii) a certificate of the Calculation Agent as to the Rate of Interest payable hereon for any Interest Period shall (in the absence of manifest error) be conclusive and binding as between the Issuer and the bearer hereof;
 - (iv) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an **Interest Period** for the purposes of this paragraph;
 - (v) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be given as soon as practicable after the determination of the Rate of Interest. Such notice will be delivered to Euroclear and Clearstream, Luxembourg or, if that is not possible, it will be published in the *Financial Times* or in another leading London daily newspaper; and
 - (vi) as used above, **London Business Day** means any day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London;
- (b) (i) if this Note specifies EURIBOR as the reference rate (the **Reference Rate**), interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days at a rate (the **Rate of Interest**) determined on the following basis:
- (A) on the second TARGET2 Business Day before the beginning of each Interest Period (each a **EURIBOR Interest Determination Date**) the Calculation Agent will determine the European Interbank Offered Rate for deposits in euro for the Interest Period concerned as at 11.00 a.m. (Brussels time) on the EURIBOR Interest Determination Date in question. Such offered rate will be that which appears on Reuters Screen EURIBOR01 Page (or such other page or service as may replace it for the purpose of displaying European Interbank Offered Rates of prime banks in the euro-zone (as defined below) for deposits in euro for a duration approximately equal to the Interest Period) (the **Relevant Screen Page**). The Rate of Interest for such Interest Period shall be the sum of the rate which so appears and the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) the offered quotation for the Reference Rate which so appears on the Relevant Screen Page (the **Screen Page Reference Rate**), as determined by the Calculation Agent;

- (B) if on any EURIBOR Interest Determination Date for any reason such Screen Page Reference Rate is unavailable, the Calculation Agent will request the principal euro-zone office of each of the Reference Banks (or failing that one of the Reference Banks) to provide its offered quotation to leading banks in the euro-zone interbank market for deposits in euro for a duration approximately equal to the Interest Period concerned as at 11.00 a.m. (Brussels time) on the EURIBOR Interest Determination Date in question. The Rate of Interest for such EURIBOR Interest Period shall be the sum of the rate which so appears and the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) such quotation (if only one is provided) or the arithmetic mean (rounded, if necessary, up to the nearest four decimal places) of such quotations (if two or more are so provided), as determined by the Calculation Agent;
- (C) if the Calculation Agent is unable to determine the Rate of Interest for an Interest Period in accordance with (A) or (B) above, the Rate of Interest for such Interest Period shall be the Rate of Interest in effect for the last preceding Interest Period to which (A) or (B) above shall have applied except if the Issuer determines that the absence of the quotation is due to the permanent discontinuation of the relevant Screen Page Reference Rate and/or that a Benchmark Event has occurred in which case the Reference Rate will be determined in accordance with (D) below; and
- (D) If the Issuer determines at any time prior to any EURIBOR Interest Determination Date, the permanent discontinuation of the relevant Screen Page Reference Rate and/or that a Benchmark Event has occurred, the Issuer or the Calculation Agent, as applicable, will use, as a substitute for the Screen Page Reference Rate, the alternative reference rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) that is consistent with industry accepted standards, provided that, if the Issuer or the Calculation Agent, as applicable, is unable to determine such an alternative reference rate, the Issuer or the Calculation Agent, as applicable, will as soon as reasonably practicable (and in any event before the Payment Business Day prior to the applicable EURIBOR Interest Determination Date) appoint an agent (the **Reference Rate Determination Agent**), which will determine whether a substitute or successor rate, that is substantially comparable to the Screen Page Reference Rate, is available for the purpose of determining the Reference Rate on each EURIBOR Interest Determination Date falling on or after the date of such determination. If the Reference Rate Determination Agent determines that there is an industry accepted successor rate, the Reference Rate Determination Agent will notify the Issuer and, if applicable, the Calculation Agent, of such successor rate to be used, to determine the Interest Rate.

If the Reference Rate Determination Agent, the Issuer or the Calculation Agent, as applicable, has determined a substitute or successor rate in accordance with the foregoing paragraph (such rate, the **Replacement Reference Rate**), for the purpose of determining the Reference Rate on each EURIBOR Interest Determination Date falling on or after such determination:

- (i) the Reference Rate Determination Agent, the Issuer or the Calculation Agent, as applicable, will also determine the changes (if any) required to the

applicable business day convention, the definition of Payment Business Day, the EURIBOR Interest Determination Date, the day count fraction, and any method for obtaining the Replacement Reference Rate, including any adjustment needed to make such Replacement Reference Rate comparable to the Reference Rate, in each case acting in good faith and in a commercially reasonable manner that is consistent with industry-accepted practices for such Replacement Reference Rate;

- (ii) references to the Reference Rate will be deemed to be references to the relevant Replacement Reference Rate, including any alternative method for determining such rate as described in (i) above; and
- (iii) the Issuer will give notice to the holders of the Replacement Reference Rate and of the details described in (i). Such notice will be delivered to Euroclear, Clearstream, Luxembourg, and the bearer of this Note or, if that is not possible, it will be published in the Financial Times or in another leading London daily newspaper.

If for any reason a Replacement Reference Rate can not be determined in accordance with (D) above, the Reference Rate for the relevant Interest Period in such case will be equal to the last available Screen Page Reference Rate as determined by the Issuer or the Calculation Agent, as applicable.

The Reference Rate Determination Agent may be (i) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the Specified Currency as appointed by the Issuer or the Calculation Agent, as applicable; (ii) the Issuer; (iii) an affiliate of the Issuer or the Calculation Agent, as applicable; or (iv) such other entity that the Issuer in its sole and absolute discretion determines to be competent to carry out such role.

Benchmark Event means, in respect of the Reference Rate any of the following has occurred or will occur:

- (i) Any material disruption to such Reference Rate, any material change in the methodology of calculating the Reference Rate;
- (ii) the permanent or indefinite cancellation or cessation in the provision of such Reference Rate; or
- (iii) a regulator or other official sector entity prohibits the use of such Reference Rate or indicates that its use is subject to restrictions or adverse consequences;

for the purposes of this Note, **euro-zone** means the region comprised of the countries whose lawful currency is the euro;

- (ii) the Calculation Agent will, as soon as practicable after 11.00 a.m. (Brussels time) on each EURIBOR Interest Determination Date, determine the Rate of Interest and calculate the amount of interest payable (the **Amount of Interest**) for the relevant Interest Period. The Amount of Interest shall be calculated by applying the Rate of Interest to the Principal Amount of one Note of each Denomination, multiplying such product by the actual number of days in the Interest Period concerned divided by 360, and rounding the resulting figure to the nearest cent (with halves being rounded upwards). The determination of the Rate of Interest and the Amount of

Interest by the Calculation Agent shall (in the absence of manifest error or fraud) be final and binding upon all parties;

- (iii) a certificate of the Calculation Agent as to the Rate of Interest payable hereon for any Interest Period shall (in the absence of manifest error) be conclusive and binding as between the Issuer and the bearer hereof;
 - (iv) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an **Interest Period** for the purposes of this paragraph; and
 - (v) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be given as soon as practicable after the determination of the Rate of Interest. Such notice will be delivered to Euroclear and Clearstream, Luxembourg or, if that is not possible, it will be published in the *Financial Times* or in another leading London daily newspaper.
- (c) if this Note specifies EONIA as the reference rate (the **Reference Rate**), interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days at a rate (the **Rate of Interest**) equal to the sum of EONIA and the Margin where:
- (A) **EONIA**, for each day in an Interest Period beginning on, and including, the first day of such Interest Period and ending on, but excluding, the last day of such Interest Period, shall be equal to the overnight rate as calculated by the European Central Bank and appearing on the Reuters Screen EONIA Page in respect of that day at 11.00 a.m. (Brussels time) on the TARGET2 Business Day immediately following such day (each an EONIA Interest Determination Date), as if the Reset Date (as defined in the 2006 ISDA Definitions, as amended and updated as the Issue Date of the Notes, published by the International Swaps and Derivatives Association, Inc. (the **ISDA Definitions**)) was the first day of such Interest Period and the Designated Maturity (as defined in the ISDA Definitions) was the number of months specified on the face of this Note in relation to the Reference Rate;
 - (B) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an **Interest Period** for the purposes of this paragraph; and
 - (C) and if, on any EONIA Interest Determination Date, it is not possible to determine the Rate of Interest due to the non-availability of the Reuters Screen EONIA Page then the Rate of Interest for such Interest Period shall be the Rate of Interest in effect for the last preceding Interest Period.⁵¹

⁵¹ Include where Note bears floating rate interest.

- (d) (i) if this Note specifies SONIA as the reference rate (the **Reference Rate**), interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date at a rate (the **Rate of Interest**) equal to Compounded Daily SONIA (as defined below) plus or minus the Margin (if any), subject to the provisions of paragraph (d)(iii) below, as determined by the Calculation Agent.
- (ii) The following definitions shall apply for the purposes of this paragraph:

Compounded Daily SONIA means, with respect to an Interest Period, the rate of return of a daily compound interest investment in Sterling (with the daily Sterling overnight reference rate as the reference rate for the calculation of interest) calculated by the Calculation Agent on the second London Business Day before the beginning of each Interest Period (each a **SONIA Interest Determination Date**) in accordance with the following formula:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{\text{SONIA}_{i-p\text{LBD}} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where the resulting percentage will be rounded (if necessary) to the fifth decimal place, with 0.000005 being rounded upwards.

d means, in respect of an Interest Period, the number of calendar days in such Interest Period;

d₀ means, in respect of an Interest Period, the number of London Business Days in the relevant Interest Period;

i means a series of whole numbers from one to **d₀**, each representing the relevant London Business Days in chronological order from (and including) the first London Business Day in the relevant Interest Period;

the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an **Interest Period**;

Lock-out Period means, in respect of an Interest Period, the period from (and including) the day following the SONIA Interest Determination Date to (but excluding) the Interest Payment Date falling at the end of such Interest Period;

London Business Day means any day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London;

Lookback Period or **p** means, in respect of an Interest Period where "Lag" is specified as the Observation Method in this Note, five London Business Days;

n_i means, in respect of a London Business Day *i*, the number of calendar days from (and including) such London Business Day *i* up to (but excluding) the following London Business Day;

Reference Day means each London Business Day in the relevant Interest Period that is not a London Business Day falling in the Lock-out Period;

SONIA_i means:

- (A) if "Lag" is specified as the Observation Method in this Note, the SONIA Rate in respect of pLBD in respect of the relevant London Business Day i; or
- (B) if "Lock-out" is specified as the Observation Method in this Note:
 - (x) in respect of any London Business Day i that is a Reference Day, the SONIA Rate in respect of the London Business Day immediately preceding such Reference Day; otherwise
 - (y) the SONIA Rate in respect of the London Business Day immediately preceding the SONIA Interest Determination Date for the relevant Interest Period;

SONIA_{i-pLBD} means:

- (A) if "Lag" is specified as the Observation Method in this Note, in respect of a London Business Day i, SONIA_i in respect of the London Business Day falling p London Business Days prior to such London Business Day i (**pLBD**); or
- (B) if "Lock-out" is specified as the Observation Method in this Note, in respect of a London Business Day i, SONIA_i in respect of such London Business Day I; and

SONIA Rate means, in respect of any London Business Day, a reference rate equal to the daily Sterling Overnight Index Average rate for such London Business Day, as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the London Business Day immediately following such London Business Day.

- (iii) If, in respect of any London Business Day, the SONIA Rate is not available on the Relevant Screen Page (and has not otherwise been published by the relevant authorised distributors), such SONIA Rate shall be:
 - (A) (i) the Bank of England's Bank Rate (the **Bank Rate**) prevailing at the close of business on the relevant London Business Day; plus (ii) the arithmetic mean of the spread of SONIA to the Bank Rate over the previous five days in respect of which SONIA has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads); or
 - (B) if such Bank Rate is not available, the SONIA Rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the immediately preceding London Business Day on which the SONIA Rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors), and

such rate shall be deemed to be the SONIA Rate for such London Business Day.

Notwithstanding the foregoing, in the event of the Bank of England publishing guidance as to (i) how the SONIA Rate is to be determined or (ii) any rate that is to replace the SONIA Rate, the Calculation Agent shall follow such guidance to determine the SONIA Rate for so long as the SONIA Rate is not available or has not been published by the authorised distributors.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions in respect of an Interest Period, the Rate of Interest shall be (i) that determined as at the immediately preceding SONIA Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the immediately preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin in relation to the immediately preceding Interest Period); or (ii) if there is no such preceding SONIA Interest Determination Date, the initial Rate of Interest which would have applied to such Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (subject to the application of the relevant Margin if any).

(e) If this Note specifies [*insert reference rate*] as the reference rate (the **Reference Rate**), then [*insert relevant interest calculation language*].

10. Instructions for payment must be received at the offices of the Paying Agent referred to above together with this Note as follows:

(a) if this Note is denominated in Australian dollars, New Zealand dollars, Hong Kong dollars or Japanese Yen, at least two Business Days prior to the relevant payment date;

(b) if this Note is denominated in United States dollars, Canadian dollars or Sterling, on or prior to the relevant payment date; and

(c) in all other cases, at least one Business Day prior to the relevant payment date.

As used in this paragraph, **Business Day** means:

(i) a day (other than Saturday or Sunday) on which the offices of the Paying Agent are open for business in the relevant place of presentation; and

(ii) in the case of payments in Euro, a TARGET2 Business Day and, in all other cases, a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre in the country of the above-mentioned Specified Currency.

11. Payment of all sums payable under this Note has been irrevocably and unconditionally guaranteed by Intesa Sanpaolo S.p.A, pursuant to a Deed Poll made on 9 March 2011 as subsequently amended, revised or restated from time to time, copies of which may be inspected during normal business hours at the office of the Paying Agent referred to above.

12. Notwithstanding any provision of this Note or any other agreements, arrangements, or understandings between the Issuers and the Guarantor (where applicable) and any holder, and without prejudice to Article 55(1) of the BRRD, by its acquisition of the Notes each holder (which, for the purposes of this paragraph 12, includes each holder of a beneficial interest in the Notes) acknowledges, accepts, consents to and agrees to be bound by:

- (a) the effects of the exercise of the Italian Bail-in Power by the Relevant Authority, which exercise may include and result in any of the following, or some combination thereof: (i) the reduction of all, or a portion, of the principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; (ii) the conversion of all, or a portion, of the principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto, into ordinary shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the holder of such shares, securities or obligations), including by means of an amendment, modification or variation of this Note; (iii) the cancellation of the Notes or the principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; and (iv) the amendment or alteration of the maturity of the Notes or amendment of the amount of interest payable on the Notes, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and
- (b) the variation of this Note, as deemed necessary by the Relevant Authority, to give effect to the exercise of the Italian Bail-in Power by the Relevant Authority.

Upon the exercise of the Italian Bail-in Power by the Relevant Authority this Note shall remain in full force and effect, save as varied by the Relevant Authority in accordance with this paragraph 12.

BRRD means Directive 2014/59/EU of the European Parliament and of the Council of May 15, 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms, as amended or replaced from time to time.

Italian Bail-in Power means any write-down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in the Republic of Italy, relating to (i) the transposition of the BRRD (in including, but not limited to, Legislative Decrees No. 180/2015 and 181/2015) as amended from time to time; and (ii) the instruments, rules and standards created thereunder, pursuant to which any obligation of a regulated entity (or other affiliate of such regulated entity) can be reduced, cancelled, modified, or converted into shares, other securities, or other obligations of such regulated entity or any other person (or suspended for a temporary period).

Relevant Authority means (i) in respect of Italy, any issuer, the Bank of Italy or other governmental authority in Italy (or other country in which the Issuer is then domiciled) or in the European Union having primary responsibility for the prudential oversight and supervision of the Issuer; (ii) in respect of Ireland, the Central Bank of Ireland and/or any other authority in Ireland or in the European Union entitled to exercise or participate in the exercise of the Irish Bail-in Power from time to time; and (iii) in respect of Luxembourg, the *Commission de Surveillance du Secteur Financier*, acting in its capacity as resolution authority within the meaning of Article 3(1) of BRRD, the Single Resolution Board established pursuant to the SRM Regulation, and/or any other authority in Luxembourg or in the European Union entitled to exercise or participate in the exercise of the Luxembourg Bail-in Power from time to time.

SRM Regulation means Regulation (EU) No.806/2014 of the European Parliament and of the Council of 15 July 2014, establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of the Single Supervisory Mechanism and the Single Resolution Fund and amending Regulation (EU) No. 1093/2010, as amended or replaced from time to time.

13. Notwithstanding any provision of this Note or any other agreements, arrangements, or understandings between the Issuers and the Guarantor (where applicable) and any holder, and without prejudice to Article 55(1) of the BRRD, by its acquisition of the Notes each holder (which, for the purposes of this paragraph 13, includes each holder of a beneficial interest in the Notes) acknowledges, accepts, consents to and agrees to be bound by:
- (a) the effects of the exercise of the Irish Bail-in Power by the Relevant Authority, which exercise may include and result in any of the following, or some combination thereof: (i) the reduction of all, or a portion, of the principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; (ii) the conversion of all, or a portion, of the principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto, into ordinary shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the holder of such shares, securities or obligations), including by means of an amendment, modification or variation of this Note; (iii) the cancellation of the Notes or the principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; and (iv) the amendment or alteration of the maturity of the Notes or amendment of the amount of interest payable on the Notes, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and
 - (b) the variation of this Note, as deemed necessary by the Relevant Authority, to give effect to the exercise of the Irish Bail-in Power by the Relevant Authority.

Upon the exercise of the Irish Bail-in Power by the Relevant Authority this Note shall remain in full force and effect, save as varied by the Relevant Authority in accordance with this paragraph 13.

Irish Bail-in Power means any write-down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in Ireland:

- (i) relating to the transposition of BRRD, including but not limited to the European Union (Bank Recovery and Resolution) Regulations 2015 as amended or replaced from time to time (the **BRRD Irish Regulations**) and the instruments rules and standards created thereunder; and
- (ii) constituting or relating to the SRM Regulation and the instruments rules and standards created thereunder,

in each case, pursuant to which any obligation of a regulated entity (or other affiliate of such regulated entity) can be reduced (including to zero), cancelled, modified or converted into shares, other securities, or other obligations of such regulated entity or any other person (or suspended for a temporary period). For this purpose, a reference to a "regulated entity" is to any entity to which for the purposes of (i) above, the BRRD Irish Regulation apply and, for the purposes of (ii) above, the SRM Regulation applies, which in each case includes certain credit institutions, investment firms and certain of their parent or holding companies.

14. Notwithstanding any provision of this Note or any other agreements, arrangements, or understandings between the Issuers and the Guarantor (where applicable) and any holder, and without prejudice to Article 55(1) of the BRRD, by its acquisition of the Notes each holder (which, for the purposes of this paragraph 14, includes each holder of a beneficial interest in the Notes) acknowledges, accepts, consents to and agrees to be bound by:

- (a) the effects of the exercise of the **Luxembourg Bail-in Power** by the Relevant Authority, which exercise may include and result in any of the following, or some combination thereof: (i) the reduction of all, or a portion, of the principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; (ii) the conversion of all, or a portion, of the principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto, into ordinary shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the holder of such shares, securities or obligations), including by means of an amendment, modification or variation of this Note; (iii) the cancellation of the Notes or the principal amount in respect of the Notes together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; and (iv) the amendment or alteration of the maturity of the Notes or amendment of the amount of interest payable on the Notes, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and
- (b) the variation of this Note, as deemed necessary by the Relevant Authority, to give effect to the exercise of the Luxembourg Bail-in Power by the Relevant Authority.

Upon the exercise of the Luxembourg Bail-in Power by the Relevant Authority this Note shall remain in full force and effect, save as varied by the Relevant Authority in accordance with this paragraph 14.

Luxembourg Bail-in Power means any write-down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in Luxembourg, (i) relating to the transposition of the BRRD (including, but not limited to, the Luxembourg law of 18 December 2015 *relative aux mesures de résolution, d'assainissement et de liquidation des établissements de crédit et de certaines entreprises d'investissement ainsi qu'aux systèmes de garantie des dépôts et d'indemnisation des investisseurs*, as amended from time to time (the **Luxembourg BRRD Law**), (ii) relating to the SRM Regulation or (iii) otherwise arising under Luxembourg law and (iv) in each case, the instruments, rules and standards created thereunder, pursuant to which any obligation of a regulated entity or other affiliate of such regulated entity) can be reduced, cancelled, modified, or converted into shares, other securities, or other obligations of such regulated entity or any other person (or suspended for a temporary period) and any right in a contract governing an obligation of a regulated entity may be deemed to have been exercised. For this purpose, a reference to a "regulated entity" is to any institution or entity (which includes certain credit institutions, investment firms, and certain of their group companies) referred to in points (1), (2), (3) or (4) of Article 2(1) of the Luxembourg BRRD Law, and with respect to the SRM Regulation to any entity referred to in Article 2 of the SRM Regulation.

- 15. This Note and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Note (including a dispute regarding the existence, validity or termination of this Note). The parties to this Note agree that the English courts are the most appropriate and convenient courts to settle any such dispute and accordingly no such party will argue to the contrary.

The Issuer irrevocably appoints Intesa Sanpaolo S.p.A., London Branch at 90 Queen Street, London EC4N 1SA as its agent for service of process in any proceedings before the English courts in connection with this Note. If any person appointed as process agent is unable for any reason to act as agent for service of process, the Issuer will appoint another agent, and failing such appointment within 15 days, the bearer shall be entitled to appoint such a person by written notice addressed to

the Issuer and delivered to the Issuer or to the Specified Office of the Paying Agent. The Issuer agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings. This paragraph 15 does not affect any other method of service allowed by law.

The Issuer irrevocably and unconditionally agrees not to claim any immunity from proceedings brought by the bearer against it in relation to this Note and to ensure that no such claim is made on its behalf, consents generally to the giving of any relief or the issue of any process in connection with those proceedings, and waives all rights of immunity in respect of it or its assets.

16. This Note shall not be validly issued unless manually authenticated by the Paying Agent as issuing agent.
17. No person shall have any right to enforce any provision of this Note under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of any person which exists or is available apart from that Act.

IN WITNESS whereof the Issuer has caused this Note to be duly executed on its behalf.

EITHER

[INTESA SANPAOLO BANK IRELAND p.l.c.

By:]

OR

[INTESA SANPAOLO BANK LUXEMBOURG, *SOCIÉTÉ ANONYME*

By:

By:

Title:

Title:]

AUTHENTICATED by
**THE BANK OF NEW YORK MELLON,
LONDON BRANCH**
without recourse, warranty or liability and for
authentication purposes only

By: _____
(*Authorised Signatory*)

No action has been taken to satisfy any requirements for any offer or sale of this Note in the Republic of Italy. Therefore, any offer or sale or the distribution of any offering material or document in Italy unless conducted in accordance with Italian law and regulations may constitute a breach thereof. No invitation or sale may be made to residents of Ireland to subscribe for this Note.

[SCHEDULE TO DEFINITIVE MULTICURRENCY NOTE]⁵²

PAYMENTS OF INTEREST

The following payments of interest in respect of this Note have been made:

Date Made	Payment From	Payment To	Amount Paid	Notation on behalf of Paying Agent
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

⁵² Include Schedule only where Note is interest bearing

FORM OF MULTI CURRENCY GLOBAL CERTIFICATE OF DEPOSIT

The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**) and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons. Terms used above have the meanings given to them by Regulation S under the Securities Act.

***EITHER* [Intesa Sanpaolo Bank Ireland p.l.c.**

Incorporated and registered in Ireland with Registration No: 125216
Registered Office: 2nd Floor, International House, 3 Harbourmaster Place, IFSC, Dublin 1, D01 K8F1, Ireland]

***OR* [Intesa Sanpaolo Bank Luxembourg, société anonyme (formerly Société Européenne de Banque, société anonyme)⁵³**

Incorporated as a public limited liability company (société anonyme) and registered in the Luxembourg trade and companies register (*Registre de commerce et des sociétés, Luxembourg*) under registration number B13.859

Registered Office: 19-21 Boulevard Prince Henri, L – 1724 Luxembourg, Grand Duchy of Luxembourg]

**Unconditionally and irrevocably guaranteed by
Intesa Sanpaolo S.p.A.
(Incorporated in Italy)**

Issuer:

No: _____ Series No.:

Issued in London on: _____ Maturity Date⁵⁴:

Specified Currency: _____ Denomination:

Principal Amount:
(*words and figures if a Sterling CD*)

Interest Rate⁵⁵: ____% per annum Margin⁵⁶:

Calculation Agent⁵⁷: _____ Reference Banks⁵⁸:

Interest Payment Dates⁵⁹: _____ Reference Rate: [●] months
LIBOR/EURIBOR/EONIA/SONIA/€STR [specify
other reference rate]⁶⁰

⁵³ This document must be signed in accordance with article 470-1 of the Luxembourg law of 10 August 1915 on commercial companies, as amended.

⁵⁴ Not to exceed 364 days from the Issue Date.

⁵⁵ Complete for fixed rate interest bearing CDs only.

⁵⁶ Complete for floating rate CDs only.

⁵⁷ Complete for floating rate CDs only.

⁵⁸ Complete for floating rate CDs only.

⁵⁹ Complete for interest bearing CDs if interest is payable before the Maturity Date.

⁶⁰ Delete/complete as appropriate. The Reference Rate shall be LIBOR, SONIA or any other Reference Rate agreed between the Issuer and the relevant dealer unless the CD is denominated in euro and the Issuer and the relevant Dealer agree that EURIBOR or EONIA or €STR should be used instead.

Observation Method: Lag/Lock-out⁶¹

Relevant Screen Page: [specify]⁶²

Interest Commencement Date⁶³:

Early Redemption at the option of the holder of the CD: [Yes/No] Optional Redemption Date(s) (Put):⁶⁴

Optional Redemption Amount (Put):⁶⁵

1. For and in respect of sums deposited with or on behalf of [Intesa Sanpaolo Bank Ireland p.l.c. /Intesa Sanpaolo Bank Luxembourg, *société anonyme*] (the **Issuer**), the Issuer hereby promises to pay to the bearer of this Global Certificate on the above-mentioned Maturity Date an aggregate amount equal to the face amount hereof together (in any case) with interest thereon at the rate and at the times (if any) specified herein.

All such payments shall be made in accordance with an issuing and paying agency agreement dated 14 January 2020 between the Issuer, [Intesa Sanpaolo Bank Ireland p.l.c./Intesa Sanpaolo Bank Luxembourg, *société anonyme*], the Guarantor and The Bank of New York Mellon, London Branch (the **Paying Agent**) as the issuing and paying agent, a copy of which is available for inspection at the offices of the Paying Agent at One Canada Square, Canary Wharf, London E14 5AL, United Kingdom, and subject to and in accordance with the terms and conditions set forth below. All such payments shall be made upon presentation and surrender of this Global Certificate at the offices of the Paying Agent referred to above by transfer to an account denominated in the above-mentioned Specified Currency maintained by the bearer with a bank in the principal financial centre in the country of that currency or, in the case of a Global Certificate denominated or payable in euro, by transfer to a euro account (or any other account to which euro may be credited or transferred) maintained by the payee with a bank in the principal financial centre of any member state of the European Union. For so long as any Certificates are listed on any Stock Exchange, the Issuer will ensure that it maintains a paying agent with a specified office in the place required by the rules and regulations of such Stock Exchange or other relevant authority.

Notwithstanding the foregoing, presentation and surrender of this Global Certificate shall be made outside the United States and no amount shall be paid by transfer to an account in the United States, or mailed to an address in the United States. In the case of a Global Certificate denominated in U.S. Dollars, payments shall be made by transfer to an account denominated in U.S. Dollars in the principal financial centre of any country outside of the United States that the Issuer or Paying Agent so chooses.

2. This Global Certificate is issued in representation of an issue of Certificates in the above-mentioned aggregate Principal Amount. This Global Certificate is, subject to the terms and conditions set out below, exchangeable for definitive certificates of deposit (**Definitive Certificates of Deposit**), each representing a Certificate of Deposit.
3. All payments in respect of this Global Certificate by or on behalf of the Issuer shall be made without set-off, counterclaim, fees, liabilities or similar deductions and free and clear of, and without deduction or withholding for or on account of, taxes, levies, duties, assessments or charges of any

⁶¹ Complete for Floating Rate CDs where the reference rate is SONIA.

⁶² Complete for Floating Rate CDs where the reference rate is SONIA or if otherwise applicable.

⁶³ Complete for interest bearing Yen denominated CDs only.

⁶⁴ Complete for CDs which are subject to early redemption at the option of the holder of the CD.

⁶⁵ Complete for CDs which are subject to early redemption at the option of the holder of the CD.

nature now or hereafter imposed, levied, collected, withheld or assessed (**Taxes**) by or on behalf of any jurisdiction or any political subdivision thereof or any authority thereof having the power to tax, unless such withholding or deduction is required by law. If the Issuer or any agent thereof is required by law or regulation to make any deduction or withholding for or on account of Taxes imposed by or on behalf of [Ireland/Luxembourg] or Italy or any political subdivision thereof or any authority thereof having the power to tax, the Issuer shall, to the extent permitted by applicable law or regulation, pay such additional amounts as shall be necessary in order that the net amounts received by the bearer of this Global Certificate after such deduction or withholding shall equal the amount which would have been receivable hereunder in the absence of such deduction or withholding, except that no such additional amounts shall be payable where this Global Certificate is presented for payment:

- (a) by or on behalf of a holder which is liable to such Taxes by reason of its having some connection with the jurisdiction imposing the Taxes other than the mere holding of this Global Certificate;
- (b) by or on behalf of a holder who would have been able to avoid such withholding or deduction by authorising the Paying Agent to report information in accordance with the procedure laid down by the relevant tax authority or by producing, in the form required by the relevant tax authority, a declaration, claim, certificate, document or other evidence establishing exemption therefrom;
- (c) more than 15 days after the Maturity Date or, if applicable, the relevant Interest Payment Date or (in either case) the date on which payment hereof is duly provided for, whichever occurs later, except to the extent that the holder would have been entitled to such additional amounts if it had presented this Global Certificate on the last day of such period of 15 days; or
- (d) for or on account of *imposta sostitutiva* (at the then applicable rate of tax) pursuant to Italian Legislative Decree No. 239 of 1 April 1996 (as amended or supplemented from time to time) or of *ritenuta alla fonte* pursuant to article 26 of Italian Presidential Decree No. 600 of 29 September 1973 (as amended or supplemented from time to time); or
- (e) where such deduction or withholding is imposed pursuant to the Luxembourg law of 23 December 2005, as amended.

4. If provided in the relevant Contractual Terms, the Issuer shall, at the option of the holder of any CD, redeem such CD on the Optional Redemption Date (Put) at its Optional Redemption Amount (Put) together with interest (if any) accrued to such date.

In order to exercise its option to require the Issuer to redeem, the holder of any CD must, not less than the minimum period nor more than the maximum period of notice (specified in the applicable Contractual Terms) prior to the relevant Optional Redemption Date (Put), deposit with any Agent such CD together with a duly completed Put Option Notice in the form obtainable from any Agent. The Agent with which a CD is so deposited shall immediately notify the Issuer and shall deliver a duly completed Put Option Receipt to the depositing holder of the CD. No CD, once deposited with a duly completed Put Option Notice in accordance with this Global Certificate, may be withdrawn; *provided, however, that* if, prior to the relevant Optional Redemption Date (Put), any such CD becomes immediately due and payable or, upon due presentation of any such CD on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Agent shall mail notification thereof to the depositing holder of the CD at such address as may have been given by such holder of the Certificate of Deposit in the relevant Put Option Notice and shall hold such CD at its Specified Office for collection by the depositing holder

of the CD against surrender of the relevant Put Option Receipt. For so long as any outstanding CD is held by an Agent in accordance with this condition, the depositor of such CD and not such Agent shall be deemed to be the holder of such CD for all purposes.

As used in this Global Certificate:

Optional Redemption Amount (Put) means the amount specified in the relevant Contractual Terms.

Optional Redemption Date (Put) means the date specified in the relevant Contractual Terms.

Put Option Notice means a notice which must be delivered to an Agent by any holder of a CD wanting to exercise its option to require the Issuer to redeem a CD at the option of the holder of the CD.

Put Option Receipt means a receipt issued by an Agent to a depositing holder of any CD upon deposit of a CD with such Agent by any holder of a CD wanting to exercise a right to redeem the CD.

5. If the Maturity Date or, if applicable, the relevant Interest Payment Date is not a Payment Business Day (as defined herein), payment in respect hereof will not be made and credit or transfer instructions shall not be given until the next following Payment Business Day and neither the bearer of this Global Certificate nor the holder or beneficial owner of any interest herein or rights in respect hereof shall be entitled to any interest or other sums in respect of such postponed payment.

As used in this Global Certificate:

Payment Business Day means any day other than a Saturday or Sunday which is both (a) a day on which each of Euroclear and Clearstream are open for business, and (b) either (i) if the above-mentioned Specified Currency is any currency other than the euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency or (ii) if the above-mentioned currency is euro, a day which is a TARGET2 Business Day.

TARGET2 Business Day means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) System, or any successor thereto, is operating credit or transfer instructions in respect of payments in euro.

Provided that if the Paying Agent determines with the agreement of the Issuer that the market practice in respect of euro denominated internationally offered securities is different from that specified above, the above shall be deemed to be amended so as to comply with such market practice and the Paying Agent shall procure that a notice of such amendment is published not less than 15 days prior to the date on which any payment in euro falls due to be made in such manner as the Paying Agent may determine.

6. The payment obligation of the Issuer represented by this Global Certificate constitutes and at all times shall constitute a direct and unsecured obligation of the Issuer ranking at least *pari passu* with all present and future unsecured and unsubordinated indebtedness of the Issuer other than obligations preferred by mandatory provisions of law applying to companies generally.
7. This Global Certificate is negotiable and, accordingly, title hereto shall pass by delivery and the bearer shall be treated as being absolutely entitled to receive payment upon due presentation hereof

free and clear of any equity, set-off or counterclaim on the part of the Issuer against any previous bearer hereof.

8. This Global Certificate is issued in respect of an issue of Certificates of Deposit of the Issuer and is exchangeable in whole (but not in part only) for duly executed and authenticated Definitive Certificates of Deposit (whether before, on or, subject as provided below, after the Maturity Date):
 - (a) if the clearing system(s) in which this Global Certificate is held at the relevant time is closed for a continuous period of 14 days or more (other than by reason of weekends or public holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so); or
 - (b) if default is made in the payment of any amount payable in respect of this Global Certificate.

Upon presentation and surrender of this Global Certificate during normal business hours to the Issuer at the offices of the Paying Agent (or to any other person or at any other office outside the United States as may be designated in writing by the Issuer to the bearer), the Paying Agent shall authenticate and deliver, in exchange for this Global Certificate, Definitive Certificates of Deposit denominated in the above-mentioned Specified Currency in an aggregate principal amount equal to the Principal Amount of this Global Certificate.

9. If, upon any such default and following such surrender, Definitive Certificates of Deposit are not issued in full exchange for this Global Certificate before 5.00 p.m. (London time) on the thirtieth day after surrender, this Global Certificate (including the obligation hereunder to issue definitive certificates of deposit) will become void and the bearer will have no further rights under this Global Certificate (but without prejudice to the rights which the bearer or any other person may have under a Deed of Covenant dated 9 March 2011 (as amended, re-stated or supplemented as of the date of issue of the Certificates of Deposit) entered into by the Issuer).
10. This Global Certificate has the benefit of a guarantee issued by Intesa Sanpaolo S.p.A. pursuant to a Deed Poll made on 9 March 2011, as subsequently amended, revised and restated from time to time, copies of which are available for inspection during normal business hours at the offices of the Paying Agent referred to above.
11. If this is an interest bearing Global Certificate, then:
 - (a) notwithstanding the provisions of paragraph 1 above, if any payment of interest in respect of this Global Certificate falling due for payment prior to the above-mentioned Maturity Date remains unpaid on the fifteenth day after falling so due, the amount referred to in paragraph 1 shall be payable on such fifteenth day;
 - (b) upon each payment of interest (if any) prior to the Maturity Date in respect of this Global Certificate, the Schedule hereto shall be duly completed by the Paying Agent to reflect such payment; and
 - (c) if no Interest Payment Dates are specified on the face of the Global Certificate, the Interest Payment Date shall be the Maturity Date.
12. If this is a fixed rate interest bearing Global Certificate, interest shall be calculated on the Principal Amount as follows:
 - (a) interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest

Period and a year of 360 days or, if this Global Certificate is denominated in Sterling, 365 days at the above-mentioned Interest Rate with the resulting figure being rounded to the nearest amount of the above-mentioned Specified Currency which is available as legal tender in the country or countries (in the case of the euro) of the Specified Currency (with halves being rounded upwards); and

- (b) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is an **Interest Period** for the purposes of this paragraph.

13. If this is a floating rate interest bearing Global Certificate, interest shall be calculated on the Principal Amount as follows:

- (a) (i) if this Global Certificate specifies LIBOR as the reference rate (the **Reference Rate**), interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Global Certificate is denominated in Sterling or if market practice so dictates (as determined by the Agent), 365 days at a rate (the **Rate of Interest**) determined on the following basis:

- (A) on the first day of each Interest Period (for a Global Certificate denominated in Sterling) or, if this Global Certificate is denominated in euro, the second TARGET2 Business Day (as defined below) before the beginning of each Interest Period or, if this Global Certificate is denominated in any other currency, the second London Business Day (as defined below) before the beginning of each Interest Period (each a **LIBOR Interest Determination Date**) the Calculation Agent will determine the offered rate for deposits in the Specified Currency in the London interbank market for the Interest Period concerned as at 11.00 a.m. (London time) on the LIBOR Interest Determination Date in question. Such offered rate will be that which appears on Reuters Screen LIBOR01 Page (or such other page or service as may replace it for the purpose of displaying London interbank offered rates of major banks for deposits in the Specified Currency for a duration approximately equal to the Interest Period) (the **Relevant Screen Page**). The Rate of Interest for such Interest Period shall be the sum of the rate which so appears and the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) the offered quotation for the Reference Rate which so appears on the Relevant Screen Page (the **Screen Page Reference Rate**), as determined by the Calculation Agent;

- (B) if on any LIBOR Interest Determination Date for any reason such Screen Page Reference Rate is unavailable, the Calculation Agent will request each of the Reference Banks (or failing that one of the Reference Banks) to provide its offered quotation to leading banks in the London interbank market for deposits in the Specified Currency for a duration approximately equal to the Interest Period concerned as at 11.00 a.m. (London time) on the LIBOR Interest Determination Date in question. The Rate of Interest for such Interest Period shall be the sum of the rate which so appears and the Margin (expressed as a percentage rate per annum) above (if a positive

number) or below (if a negative number) such quotation (if only one is provided) or the arithmetic mean (rounded, if necessary, up to the nearest four decimal places) of such quotations (if two or more are so provided), as determined by the Calculation Agent;

- (C) if the Calculation Agent is unable to determine the Rate of Interest for an Interest Period in accordance with (A) or (B) above, the Rate of Interest for such Interest Period shall be the Rate of Interest in effect for the last preceding Interest Period to which (A) or (B) above shall have applied except if the Issuer determines that the absence of the quotation is due to the permanent discontinuation of the relevant Screen Page Reference Rate and/or that a Benchmark Event has occurred in which case the Reference Rate will be determined in accordance with (D) below; and
- (D) If the Issuer determines at any time prior to any LIBOR Interest Determination Date, the permanent discontinuation of the relevant Screen Page Reference Rate and/or that a Benchmark Event has occurred, the Issuer will use, as a substitute for the Screen Page Reference Rate, the alternative reference rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) that is consistent with industry accepted standards, provided that, if the Issuer is unable to determine such an alternative reference rate, the Issuer will as soon as reasonably practicable (and in any event before the Payment Business Day prior to the applicable LIBOR Interest Determination Date) appoint an agent (the **Reference Rate Determination Agent**), which will determine whether a substitute or successor rate, that is substantially comparable to the Screen Page Reference Rate, is available for the purpose of determining the Reference Rate on each LIBOR Interest Determination Date falling on or after the date of such determination. If the Reference Rate Determination Agent determines that there is an industry accepted successor rate, the Reference Rate Determination Agent will notify the Issuer and, if applicable, the Calculation Agent, of such successor rate to be used, to determine the Interest Rate.

If the Reference Rate Determination Agent or the Issuer, as applicable, has determined a substitute or successor rate in accordance with the foregoing paragraph (such rate, the **Replacement Reference Rate**), for the purpose of determining the Reference Rate on each LIBOR Interest Determination Date falling on or after such determination:

- (i) the Reference Rate Determination Agent or the Issuer, as applicable, will also determine the changes (if any) required to the applicable business day convention, the definition of Payment Business Day, the LIBOR Interest Determination Date, the day count fraction, and any method for obtaining the Replacement Reference Rate, including any adjustment needed to make such Replacement Reference Rate comparable to the Reference Rate, in each case acting in good faith and in a commercially reasonable manner that is consistent with industry-accepted practices for such Replacement Reference Rate;
- (ii) references to the Reference Rate will be deemed to be references to the relevant Replacement Reference Rate, including any alternative method for determining such rate as described in (i) above; and

- (iii) the Issuer will give notice to the holders of the Replacement Reference Rate and of the details described in (i). Such notice will be delivered to Euroclear, Clearstream, Luxembourg, and the bearer of this Global Certificate or, if that is not possible, it will be published in the Financial Times or in another leading London daily newspaper.

If for any reason a Replacement Reference Rate can not be determined in accordance with (D) above, the Reference Rate for the relevant Interest Period in such case will be equal to the last available Screen Page Reference Rate as determined by the Issuer or the Calculation Agent, as applicable.

The Reference Rate Determination Agent may be (i) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the Specified Currency as appointed by the Issuer; (ii) the Issuer; (iii) an affiliate of the Issuer; or (iv) such other entity that the Issuer in its sole and absolute discretion determines to be competent to carry out such role.

Benchmark Event means, in respect of the Reference Rate any of the following has occurred or will occur:

- (i) Any material disruption to such Reference Rate, any material change in the methodology of calculating the Reference Rate;
 - (ii) the permanent or indefinite cancellation or cessation in the provision of such Reference Rate; or
 - (iii) a regulator or other official sector entity prohibits the use of such Reference Rate or indicates that its use is subject to restrictions or adverse consequences;
- (ii) the Calculation Agent will, as soon as practicable after 11.00 a.m. (London time) on each LIBOR Interest Determination Date, determine the Rate of Interest and calculate the amount of interest payable (the **Amount of Interest**) for the relevant Interest Period. The Amount of Interest shall be calculated by applying the Rate of Interest to the Principal Amount, multiplying such product by the actual number of days in the Interest Period concerned divided by 360 or, if this Global Certificate is denominated in Sterling or if market practice so dictates (as determined by the Agent), by 365 and rounding the resulting figure to the nearest amount of the Specified Currency which is available as legal tender in the country of the Specified Currency (with halves being rounded upwards). The determination of the Rate of Interest and the Amount of Interest by the Calculation Agent shall (in the absence of manifest error or fraud) be final and binding upon all parties;
 - (iii) a certificate of the Calculation Agent as to the Rate of Interest payable hereon for any Interest Period shall (in the absence of manifest error) be conclusive and binding as between the Issuer and the bearer hereof;
 - (iv) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an **Interest Period** for the purposes of this paragraph;

- (v) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be given as soon as practicable after the determination of the Rate of Interest. Such notice will be delivered to Euroclear, Clearstream, Luxembourg and the bearer of this Global Certificate or, if that is not possible, it will be published in the *Financial Times* or in another leading London daily newspaper; and
 - (vi) as used above, **London Business Day** means any day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London;
- (b) (i) if this Global Certificate specifies EURIBOR as the reference rate (the **Reference Rate**), interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days at a rate (the **Rate of Interest**) determined on the following basis:
- (A) on the second TARGET2 Business Day before the beginning of each Interest Period (each a **EURIBOR Interest Determination Date**) the Calculation Agent will determine the European Interbank Offered Rate for deposits in euro for the Interest Period concerned as at 11.00 a.m. (Brussels time) on the EURIBOR Interest Determination Date in question. Such offered rate will be that which appears on Reuters Screen EURIBOR01 Page (or such other page or service as may replace it for the purpose of displaying European Interbank Offered Rates of prime banks in the euro-zone (as defined below) for deposits in euro for a duration approximately equal to the Interest Period) (the **Relevant Screen Page**). The Rate of Interest for such Interest Period shall be the sum of the rate which so appears and the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) the offered quotation for the Reference Rate which so appears on the Relevant Screen Page (the **Screen Page Reference Rate**), as determined by the Calculation Agent;
 - (B) if on any EURIBOR Interest Determination Date for any reason such Screen Page Reference Rate is unavailable, the Calculation Agent will request the principal euro-zone office of each of the Reference Banks (or failing that one of the Reference Banks) to provide its offered quotation to leading banks in the euro-zone interbank market for deposits in euro for a duration approximately equal to the Interest Period concerned as at 11.00 a.m. (Brussels time) on the EURIBOR Interest Determination Date in question. The Rate of Interest for such EURIBOR Interest Period shall be the sum of the rate which so appears and the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) such quotation (if only one is provided) or the arithmetic mean (rounded, if necessary, up to the nearest four decimal places) of such quotations (if two or more are so provided), as determined by the Calculation Agent;
 - (C) if the Calculation Agent is unable to determine the Rate of Interest for an Interest Period in accordance with (A) or (B) above, the Rate of Interest for such Interest Period shall be the Rate of Interest in effect for the last preceding Interest Period to which (A) or (B) above shall have applied except if the Issuer determines that the absence of the quotation is due to the

permanent discontinuation of the relevant Screen Page Reference Rate and/or that a Benchmark Event has occurred in which case the Reference Rate will be determined in accordance with (D) below; and

- (D) If the Issuer determines at any time prior to any EURIBOR Interest Determination Date, the permanent discontinuation of the relevant Screen Page Reference Rate and/or that a Benchmark Event has occurred, the Issuer or the Calculation Agent, as applicable, will use, as a substitute for the Screen Page Reference Rate, the alternative reference rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) that is consistent with industry accepted standards, provided that, if the Issuer or the Calculation Agent, as applicable, is unable to determine such an alternative reference rate, the Issuer or the Calculation Agent, as applicable, will as soon as reasonably practicable (and in any event before the Payment Business Day prior to the applicable EURIBOR Interest Determination Date) appoint an agent (the **Reference Rate Determination Agent**), which will determine whether a substitute or successor rate, that is substantially comparable to the Screen Page Reference Rate, is available for the purpose of determining the Reference Rate on each EURIBOR Interest Determination Date falling on or after the date of such determination. If the Reference Rate Determination Agent determines that there is an industry accepted successor rate, the Reference Rate Determination Agent will notify the Issuer and, if applicable, the Calculation Agent, of such successor rate to be used, to determine the Interest Rate.

If the Reference Rate Determination Agent, the Issuer or the Calculation Agent, as applicable, has determined a substitute or successor rate in accordance with the foregoing paragraph (such rate, the **Replacement Reference Rate**), for the purpose of determining the Reference Rate on each EURIBOR Interest Determination Date falling on or after such determination:

- (i) the Reference Rate Determination Agent, the Issuer or the Calculation Agent, as applicable, will also determine the changes (if any) required to the applicable business day convention, the definition of Payment Business Day, the EURIBOR Interest Determination Date, the day count fraction, and any method for obtaining the Replacement Reference Rate, including any adjustment needed to make such Replacement Reference Rate comparable to the Reference Rate, in each case acting in good faith and in a commercially reasonable manner that is consistent with industry-accepted practices for such Replacement Reference Rate;
- (ii) references to the Reference Rate will be deemed to be references to the relevant Replacement Reference Rate, including any alternative method for determining such rate as described in (i) above; and
- (iii) the Issuer will give notice to the holders of the Replacement Reference Rate and of the details described in (i). Such notice will be delivered to Euroclear, Clearstream, Luxembourg, and the bearer of this Global Certificate or, if that is not possible, it will be published in the Financial Times or in another leading London daily newspaper.

If for any reason a Replacement Reference Rate can not be determined in accordance with (D) above, the Reference Rate for the relevant Interest Period in such case will be equal to the last available Screen Page Reference Rate as determined by the Issuer or the Calculation Agent, as applicable.

The Reference Rate Determination Agent may be (i) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the Specified Currency as appointed by the Issuer or the Calculation Agent, as applicable; (ii) the Issuer; (iii) an affiliate of the Issuer or the Calculation Agent, as applicable; or (iv) such other entity that the Issuer in its sole and absolute discretion determines to be competent to carry out such role.

Benchmark Event means, in respect of the Reference Rate any of the following has occurred or will occur:

- (i) Any material disruption to such Reference Rate, any material change in the methodology of calculating the Reference Rate;
- (ii) the permanent or indefinite cancellation or cessation in the provision of such Reference Rate; or
- (iii) a regulator or other official sector entity prohibits the use of such Reference Rate or indicates that its use is subject to restrictions or adverse consequences;

for the purposes of this Global Certificate, **euro-zone** means the region comprised of the countries whose lawful currency is the euro;

- (ii) the Calculation Agent will, as soon as practicable after 11.00 a.m. (Brussels time) on each EURIBOR Interest Determination Date, determine the Rate of Interest and calculate the amount of interest payable (the **Amount of Interest**) for the relevant Interest Period. The Amount of Interest shall be calculated by applying the Rate of Interest to the Principal Amount, multiplying such product by the actual number of days in the Interest Period concerned divided by 360, and rounding the resulting figure to the nearest cent (with halves being rounded upwards). The determination of the Rate of Interest and the Amount of Interest by the Calculation Agent shall (in the absence of manifest error or fraud) be final and binding upon all parties;
- (iii) a certificate of the Calculation Agent as to the Rate of Interest payable hereon for any Interest Period shall (in the absence of manifest error) be conclusive and binding as between the Issuer and the bearer hereof;
- (iv) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an **Interest Period** for the purposes of this paragraph; and
- (v) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be given as soon as practicable after the determination of the Rate of Interest. Such notice will be delivered to Euroclear, Clearstream, Luxembourg and the bearer of this Global Certificate or, if that is not possible, it will be published in the *Financial Times* or in another leading London daily newspaper.

- (c) (i) if this Global Certificate specifies SONIA as the reference rate (the **Reference Rate**), interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date at a rate (the **Rate of Interest**) equal to Compounded Daily SONIA (as defined below) plus or minus the Margin (if any), subject to the provisions of paragraph (c)(iii) below, as determined by the Calculation Agent.
- (ii) The following definitions shall apply for the purposes of this paragraph:

Compounded Daily SONIA means, with respect to an Interest Period, the rate of return of a daily compound interest investment in Sterling (with the daily Sterling overnight reference rate as the reference rate for the calculation of interest) calculated by the Calculation Agent on the second London Business Day before the beginning of each Interest Period (each a **SONIA Interest Determination Date**) in accordance with the following formula:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{\text{SONIA}_{i-p\text{LBD}} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where the resulting percentage will be rounded (if necessary) to the fifth decimal place, with 0.000005 being rounded upwards.

d means, in respect of an Interest Period, the number of calendar days in such Interest Period;

d₀ means, in respect of an Interest Period, the number of London Business Days in the relevant Interest Period;

i means a series of whole numbers from one to **d₀**, each representing the relevant London Business Days in chronological order from (and including) the first London Business Day in the relevant Interest Period;

the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an **Interest Period**;

Lock-out Period means, in respect of an Interest Period, the period from (and including) the day following the SONIA Interest Determination Date to (but excluding) the Interest Payment Date falling at the end of such Interest Period;

London Business Day means any day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London;

Lookback Period or **p** means, in respect of an Interest Period where "Lag" is specified as the Observation Method in this Global Certificate, five London Business Days;

n_i means, in respect of a London Business Day *i*, the number of calendar days from (and including) such London Business Day *i* up to (but excluding) the following London Business Day;

Reference Day means each London Business Day in the relevant Interest Period that is not a London Business Day falling in the Lock-out Period;

SONIA_i means:

- (A) if "Lag" is specified as the Observation Method in this Global Certificate, the SONIA Rate in respect of pLBD in respect of the relevant London Business Day i;
or
- (B) if "Lock-out" is specified as the Observation Method in this Global Certificate:
 - (x) in respect of any London Business Day i that is a Reference Day, the SONIA Rate in respect of the London Business Day immediately preceding such Reference Day; otherwise
 - (y) the SONIA Rate in respect of the London Business Day immediately preceding the SONIA Interest Determination Date for the relevant Interest Period;

SONIA_{i-pLBD} means:

- (A) if "Lag" is specified as the Observation Method in this Global Certificate, in respect of a London Business Day i, SONIA_i in respect of the London Business Day falling p London Business Days prior to such London Business Day i (**pLBD**); or
- (B) if "Lock-out" is specified as the Observation Method in this Global Certificate, in respect of a London Business Day i, SONIA_i in respect of such London Business Day I; and

SONIA Rate means, in respect of any London Business Day, a reference rate equal to the daily Sterling Overnight Index Average rate for such London Business Day, as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the London Business Day immediately following such London Business Day.

- (iii) If, in respect of any London Business Day, the SONIA Rate is not available on the Relevant Screen Page (and has not otherwise been published by the relevant authorised distributors), such SONIA Rate shall be:
 - (A) (i) the Bank of England's Bank Rate (the **Bank Rate**) prevailing at the close of business on the relevant London Business Day; plus (ii) the arithmetic mean of the spread of SONIA to the Bank Rate over the previous five days in respect of which SONIA has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads); or
 - (B) if such Bank Rate is not available, the SONIA Rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the immediately preceding London Business Day on which the SONIA Rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors), and

such rate shall be deemed to be the SONIA Rate for such London Business Day.

Notwithstanding the foregoing, in the event of the Bank of England publishing guidance as to (i) how the SONIA Rate is to be determined or (ii) any rate that is to replace the SONIA Rate, the Calculation Agent shall follow such guidance to determine the SONIA Rate for so long as the SONIA Rate is not available or has not been published by the authorised distributors.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions in respect of an Interest Period, the Rate of Interest shall be (i) that determined as at the immediately preceding SONIA Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the immediately preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin in relation to the immediately preceding Interest Period); or (ii) if there is no such preceding SONIA Interest Determination Date, the initial Rate of Interest which would have applied to such Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (subject to the application of the relevant Margin if any).

- (d) If this Global Certificate specifies [*insert reference rate*] as the reference rate (the **Reference Rate**), then [*insert relevant interest calculation language*].
14. If this Global Certificate is denominated in euro, the principal amount hereof will be not less than €500,000; if this Global Certificate is denominated in U.S. Dollars, the principal amount hereof shall be not less than U.S.\$500,000; and if this Global Certificate is denominated in a currency other than euro or U.S. Dollars, the principal amount hereof shall be not less than €500,000 determined by reference to the relevant spot rate of exchange on the date of the Information Memorandum and provided that if the proceeds of this Global Certificate are accepted in the United Kingdom, subject to the minimum denomination requirement above, such principal amount shall be not less than £100,000 (or the equivalent in any other currency).
15. Instructions for payment must be received at the offices of the Paying Agent referred to above together with this Global Certificate as follows:
- (a) if this Global Certificate is denominated in Australian dollars, New Zealand dollars, Hong Kong dollars or Japanese Yen, at least two Business Days prior to the relevant payment date;
 - (b) if this Global Certificate is denominated in United States dollars, Canadian dollars or Sterling, on or prior to the relevant payment date; and
 - (c) in all other cases, at least one Business Day prior to the relevant payment date.

As used in this paragraph, **Business Day** means:

- (i) a day (other than Saturday or Sunday) on which the offices of the Paying Agent are open for business in the relevant place of presentation;
- (ii) a day on which each of Euroclear and Clearstream are open for business; and
- (iii) in the case of payments in euro, a TARGET2 Business Day and, in all other cases, a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre in the country of the above-mentioned Specified Currency.

16. This Global Certificate shall not be validly issued unless manually authenticated by the Paying Agent as issuing agent.
17. Notwithstanding any provision of this Global Certificate or any other agreements, arrangements, or understandings between the Issuers and the Guarantor (where applicable) and any holder, and without prejudice to Article 55(1) of the BRRD, by its acquisition of the Certificates each holder (which, for the purposes of this paragraph 17, includes each holder of a beneficial interest in the Certificates) acknowledges, accepts, consents to and agrees to be bound by:
 - (a) the effects of the exercise of the Italian Bail-in Power by the Relevant Authority, which exercise may include and result in any of the following, or some combination thereof: (i) the reduction of all, or a portion, of the principal amount in respect of the Certificates together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; (ii) the conversion of all, or a portion, of the principal amount in respect of the Certificates together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto, into ordinary shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the holder of such shares, securities or obligations), including by means of an amendment, modification or variation of this Global Certificate; (iii) the cancellation of the Certificates or the principal amount in respect of the Certificates together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; and (iv) the amendment or alteration of the maturity of the Certificates or amendment of the amount of interest payable on the Certificates, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and
 - (b) the variation of this Global Certificate, as deemed necessary by the Relevant Authority, to give effect to the exercise of the Italian Bail-in Power by the Relevant Authority.

Upon the exercise of the Italian Bail-in Power by the Relevant Authority this Global Certificate shall remain in full force and effect, save as varied by the Relevant Authority in accordance with this paragraph 17.

BRRD means Directive 2014/59/EU of the European Parliament and of the Council of May 15, 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms, as amended or replaced from time to time.

Italian Bail-in Power means any write-down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in the Republic of Italy, relating to (i) the transposition of the BRRD (in including, but not limited to, Legislative Decrees No. 180/2015 and 181/2015) as amended from time to time; and (ii) the instruments, rules and standards created thereunder, pursuant to which any obligation of a regulated entity (or other affiliate of such regulated entity) can be reduced, cancelled, modified, or converted into shares, other securities, or other obligations of such regulated entity or any other person (or suspended for a temporary period).

Relevant Authority means (i) in respect of Italy, any issuer, the Bank of Italy or other governmental authority in Italy (or other country in which the Issuer is then domiciled) or in the European Union having primary responsibility for the prudential oversight and supervision of the Issuer; (ii) in respect of Ireland, the Central Bank of Ireland and/or any other authority in Ireland or in the European Union entitled to exercise or participate in the exercise of the Irish Bail-in Power from time to time; and (iii) in respect of Luxembourg, the *Commission de Surveillance du Secteur Financier*, acting in its capacity as resolution authority within the meaning of Article 3(1) of BRRD, the Single Resolution Board established pursuant to the SRM Regulation, and/or any other authority

in Luxembourg or in the European Union entitled to exercise or participate in the exercise of the Luxembourg Bail-in Power from time to time.

SRM Regulation means Regulation (EU) No.806/2014 of the European Parliament and of the Council of 15 July 2014, establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of the Single Supervisory Mechanism and the Single Resolution Fund and amending Regulation (EU) No. 1093/2010, as amended or replaced from time to time.

18. Notwithstanding any provision of this Global Certificate or any other agreements, arrangements, or understandings between the Issuers and the Guarantor (where applicable) and any holder, and without prejudice to Article 55(1) of the BRRD, by its acquisition of the Certificates each holder (which, for the purposes of this paragraph 18, includes each holder of a beneficial interest in the Certificates) acknowledges, accepts, consents to and agrees to be bound by:
- (a) the effects of the exercise of the Irish Bail-in Power by the Relevant Authority, which exercise may include and result in any of the following, or some combination thereof: (i) the reduction of all, or a portion, of the principal amount in respect of the Certificates together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; (ii) the conversion of all, or a portion, of the principal amount in respect of the Certificates together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto, into ordinary shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the holder of such shares, securities or obligations), including by means of an amendment, modification or variation of this Global Certificate; (iii) the cancellation of the Certificates or the principal amount in respect of the Certificates together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; and (iv) the amendment or alteration of the maturity of the Certificates or amendment of the amount of interest payable on the Certificates, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and
 - (b) the variation of this Global Certificate, as deemed necessary by the Relevant Authority, to give effect to the exercise of the Irish Bail-in Power by the Relevant Authority.

Upon the exercise of the Irish Bail-in Power by the Relevant Authority this Global Certificate shall remain in full force and effect, save as varied by the Relevant Authority in accordance with this paragraph 18.

Irish Bail-in Power means any write-down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in Ireland:

- (i) relating to the transposition of BRRD, including but not limited to the European Union (Bank Recovery and Resolution) Regulations 2015 as amended or replaced from time to time (the **BRRD Irish Regulations**) and the instruments rules and standards created thereunder; and
- (ii) constituting or relating to the SRM Regulation and the instruments rules and standards created thereunder,

in each case, pursuant to which any obligation of a regulated entity (or other affiliate of such regulated entity) can be reduced (including to zero), cancelled, modified or converted into shares, other securities, or other obligations of such regulated entity or any other person (or suspended for a

temporary period). For this purpose, a reference to a "regulated entity" is to any entity to which for the purposes of (i) above, the BRRD Irish Regulation apply and, for the purposes of (ii) above, the SRM Regulation applies, which in each case includes certain credit institutions, investment firms and certain of their parent or holding companies.

19. Notwithstanding any provision of this Global Certificate or any other agreements, arrangements, or understandings between the Issuers and the Guarantor (where applicable) and any holder, and without prejudice to Article 55(1) of the BRRD, by its acquisition of the Certificates each holder (which, for the purposes of this paragraph 19, includes each holder of a beneficial interest in the Certificates) acknowledges, accepts, consents to and agrees to be bound by:
- (a) the effects of the exercise of the **Luxembourg Bail-in Power** by the Relevant Authority, which exercise may include and result in any of the following, or some combination thereof: (i) the reduction of all, or a portion, of the principal amount in respect of the Certificates together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; (ii) the conversion of all, or a portion, of the principal amount in respect of the Certificates together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto, into ordinary shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the holder of such shares, securities or obligations), including by means of an amendment, modification or variation of this Global Certificate; (iii) the cancellation of the Certificates or the principal amount in respect of the Certificates together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; and (iv) the amendment or alteration of the maturity of the Certificates or amendment of the amount of interest payable on the Certificates, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and
 - (b) the variation of this Global Certificate, as deemed necessary by the Relevant Authority, to give effect to the exercise of the Luxembourg Bail-in Power by the Relevant Authority.

Upon the exercise of the Luxembourg Bail-in Power by the Relevant Authority this Global Certificate shall remain in full force and effect, save as varied by the Relevant Authority in accordance with this paragraph 19.

Luxembourg Bail-in Power means any write-down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in Luxembourg, (i) relating to the transposition of the BRRD (including, but not limited to, the Luxembourg law of 18 December 2015 *relative aux mesures de résolution, d'assainissement et de liquidation des établissements de crédit et de certaines entreprises d'investissement ainsi qu'aux systèmes de garantie des dépôts et d'indemnisation des investisseurs*, as amended from time to time (the **Luxembourg BRRD Law**), (ii) relating to the SRM Regulation or (iii) otherwise arising under Luxembourg law and (iv) in each case, the instruments, rules and standards created thereunder, pursuant to which any obligation of a regulated entity or other affiliate of such regulated entity) can be reduced, cancelled, modified, or converted into shares, other securities, or other obligations of such regulated entity or any other person (or suspended for a temporary period) and any right in a contract governing an obligation of a regulated entity may be deemed to have been exercised. For this purpose, a reference to a "regulated entity" is to any institution or entity (which includes certain credit institutions, investment firms, and certain of their group companies) referred to in points (1), (2), (3) or (4) of Article 2(1) of the Luxembourg BRRD Law, and with respect to the SRM Regulation to any entity referred to in Article 2 of the SRM Regulation.

20. This Global Certificate and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Global Certificate (including a dispute regarding the existence, validity or termination of this Global Certificate). The parties to this Global Certificate agree that the English courts are the most appropriate and convenient courts to settle any such dispute and accordingly no such party will argue to the contrary.

The Issuer irrevocably appoints Intesa Sanpaolo S.p.A., London Branch at 90 Queen Street, London EC4N 1SA as its agent for service of process in any proceedings before the English courts in connection with this Global Certificate. If any person appointed as process agent is unable for any reason to act as agent for service of process, the Issuer will appoint another agent, and failing such appointment within 15 days, the bearer shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Paying Agent. The Issuer agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings. This paragraph 20 does not affect any other method of service allowed by law.

The Issuer irrevocably and unconditionally agrees not to claim any immunity from proceedings brought by the bearer against it in relation to this Global Certificate and to ensure that no such claim is made on its behalf, consents generally to the giving of any relief or the issue of any process in connection with those proceedings, and waives all rights of immunity in respect of it or its assets.

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

IN WITNESS whereof the Issuer has caused this Global Certificate to be duly executed on its behalf.

EITHER

[INTESA SANPAOLO BANK IRELAND p.l.c.

By:]

OR

[INTESA SANPAOLO BANK LUXEMBOURG, *SOCIÉTÉ ANONYME*

By:

By:

Title:

Title:]

AUTHENTICATED by
**THE BANK OF NEW YORK MELLON,
LONDON BRANCH**

without recourse, warranty or liability and for authentication purposes only

By: _____
(*Authorised Signatory*)

SCHEDULE TO MASTER GLOBAL CERTIFICATE OF DEPOSIT

PAYMENTS OF INTEREST

The following payments of interest in respect of this Global Certificate have been made:

Date Made	Payment From	Payment To	Amount Paid	Notation on behalf of Paying Agent
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

**FORM OF MULTI CURRENCY GLOBAL CERTIFICATE OF DEPOSIT WHICH IS A NEW
GLOBAL NOTE**

The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the **Securities Act**) and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons. Terms used above have the meanings given to them by Regulation S under the Securities Act.

***EITHER* [Intesa Sanpaolo Bank Ireland p.l.c.**

Incorporated and registered in Ireland with Registration No: 125216

Registered Office: 2nd Floor, International House, 3 Harbourmaster Place, IFSC, Dublin 1, D01 K8F1,
Ireland]

***OR* [Intesa Sanpaolo Bank Luxembourg, *société anonyme* (formerly *Société Européenne de Banque, société anonyme*)⁶⁶**

Incorporated as a public limited liability company (*société anonyme*) and registered in the Luxembourg trade and companies register (*Registre de commerce et des sociétés, Luxembourg*) under registration number
B13.859

Registered Office: 19-21 Boulevard Prince Henri, L – 1724 Luxembourg, Grand Duchy of Luxembourg]

**Unconditionally and irrevocably guaranteed by
Intesa Sanpaolo S.p.A.
(Incorporated in Italy)**

Issuer:

No: _____ Series No.:

Issued in London on: _____ Maturity Date⁶⁷:

Specified Currency: _____ Denomination:

Principal Amount:
(*words and figures if a Sterling CD*)

Interest Rate⁶⁸: _____% per annum Margin⁶⁹:

Calculation Agent⁷⁰: _____ Reference Banks⁷¹:

Interest Payment Dates⁷²: _____ Reference Rate: [●] months
LIBOR/EURIBOR/EONIA/SONIA/€STR [specify
other reference rate]⁷³

⁶⁶ This document must be signed in accordance with article 470-1 of the Luxembourg law of 10 August 1915 on commercial companies, as amended.

⁶⁷ Not to exceed 364 days from the Issue Date.

⁶⁸ Complete for fixed rate interest bearing CDs only.

⁶⁹ Complete for floating rate CDs only.

⁷⁰ Complete for floating rate CDs only.

⁷¹ Complete for floating rate CDs only.

⁷² Complete for interest bearing CDs if interest is payable before the Maturity Date.

⁷³ Delete/complete as appropriate. The Reference Rate shall be LIBOR, SONIA or any other Reference Rate agreed between the Issuer and the relevant dealer unless the CD is denominated in euro and the Issuer and the relevant Dealer agree that EURIBOR or EONIA or €STR should be used instead.

Observation Method: Lag/Lock-out⁷⁴

Relevant Screen Page: [specify]⁷⁵

Interest Commencement Date⁷⁶:

Early Redemption at the option of the holder of the CD: [Yes/No] Optional Redemption Date(s) (Put):⁷⁷

Optional Redemption Amount (Put):⁷⁸

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

1. This Global Certificate is issued in representation of an issue of Certificates of [Intesa Sanpaolo Bank Ireland p.l.c./Intesa Sanpaolo Bank Luxembourg, *société anonyme*] (the **Issuer**) and is intended to be a New Global Note. This Global Certificate is, subject to the terms and conditions set out below, exchangeable for definitive certificates of deposit (**Definitive Certificates of Deposit**), each representing a Certificate of Deposit.
2. For and in respect of sums deposited with or on behalf of the Issuer, the Issuer hereby promises to pay to the bearer of this Global Certificate on the above-mentioned Maturity Date the amount payable in respect of the Certificates represented by this Global Certificate together (in any case) with interest thereon at the rate and at the times (if any) specified herein.

All such payments shall be made in accordance with an issuing and paying agency agreement dated 14 January 2020 between the Issuer, [Intesa Sanpaolo Bank Ireland p.l.c./Intesa Sanpaolo Bank Luxembourg, *société anonyme*], the Guarantor and The Bank of New York Mellon (the **Paying Agent**) as the issuing and paying agent, a copy of which is available for inspection at the offices of the Paying Agent at One Canada Square, Canary Wharf, London E14 5AL, United Kingdom, and subject to and in accordance with the terms and conditions set forth below. All such payments shall be made upon presentation and surrender of this Global Certificate at the offices of the Paying Agent referred to above by transfer to an account denominated in the above-mentioned Specified Currency maintained by the bearer with a bank in the principal financial centre in the country of that currency or, in the case of a Global Certificate denominated or payable in euro, by transfer to a euro account (or any other account to which euro may be credited or transferred) maintained by the payee with a bank in the principal financial centre of any member state of the European Union. For so long as any Certificates are listed on any Stock Exchange, the Issuer will ensure that it maintains a paying agent with a specified office in the place required by the rules and regulations of such Stock Exchange or other relevant authority.

Notwithstanding the foregoing, presentation and surrender of this Global Certificate shall be made outside the United States and no amount shall be paid by transfer to an account in the United States, or mailed to an address in the United States. In the case of a Global Certificate denominated in U.S. Dollars, payments shall be made by transfer to an account denominated in U.S. Dollars in the

⁷⁴ Complete for Floating Rate CDs where the reference rate is SONIA.
⁷⁵ Complete for Floating Rate CDs where the reference rate is SONIA or if otherwise applicable.
⁷⁶ Complete for interest bearing Yen denominated CDs only.
⁷⁷ Complete for CDs which are subject to early redemption at the option of the holder of a CD.
⁷⁸ Complete for CDs which are subject to early redemption at the option of the holder of a CD.

principal financial centre of any country outside of the United States that the Issuer or Paying Agent so chooses.

The principal amount of Certificates represented by this Global Certificate shall be the aggregate amount from time to time entered in the records of both Euroclear Bank S.A./N.V. and Clearstream Banking, S.A (together, the **relevant Clearing Systems**). The records of the relevant Clearing Systems (which expression in this Global Certificate means the records that each relevant Clearing System holds for its customers which reflect the amount of such customer's interest in the Certificate) shall be conclusive evidence of the principal amount of Certificates represented by this Global Certificate and, for these purposes, a statement issued by a relevant Clearing System (which statement shall be made available to the bearer upon request) stating the principal amount of Certificates represented by this Global Certificate at any time shall be conclusive evidence of the records of the relevant Clearing System at that time.

On any redemption or interest payment being made in respect of, and cancellation of, any of the Certificates represented by this Global Certificate the Issuer shall procure that details of such redemption, payment and cancellation (as the case may be) shall be entered *pro rata* in the records of the relevant Clearing Systems and, upon any such entry being made, the nominal amount of the Certificates recorded in the records of the relevant Clearing Systems and represented by this Global Certificate shall be reduced by the aggregate nominal amount of the Certificates so redeemed and cancelled.

Payments due in respect of Certificates for the time being represented by this Global Certificate shall be made to the bearer of this Global Certificate and each payment so made will discharge the Issuer's obligations in respect thereof. Any failure to make the entries referred to above shall not affect such discharge.

3. All payments in respect of this Global Certificate by or on behalf of the Issuer shall be made without set-off, counterclaim, fees, liabilities or similar deductions and free and clear of, and without deduction or withholding for or on account of, taxes, levies, duties, assessments or charges of any nature now or hereafter imposed, levied, collected, withheld or assessed (**Taxes**) by or on behalf of any jurisdiction or any political subdivision thereof or any authority thereof having the power to tax, unless such withholding or deduction is required by law. If the Issuer or any agent thereof is required by law or regulation to make any deduction or withholding for or on account of Taxes imposed by or on behalf of [Ireland/Luxembourg] or Italy or any political subdivision thereof or any authority thereof having the power to tax, the Issuer shall, to the extent permitted by applicable law or regulation, pay such additional amounts as shall be necessary in order that the net amounts received by the bearer of this Global Certificate after such deduction or withholding shall equal the amount which would have been receivable hereunder in the absence of such deduction or withholding, except that no such additional amounts shall be payable where this Global Certificate is presented for payment:
 - (a) by or on behalf of a holder which is liable to such Taxes by reason of its having some connection with the jurisdiction imposing the Taxes other than the mere holding of this Global Certificate;
 - (b) by or on behalf of a holder who would have been able to avoid such withholding or deduction by authorising the Paying Agent to report information in accordance with the procedure laid down by the relevant tax authority or by producing, in the form required by the relevant tax authority, a declaration, claim, certificate, document or other evidence establishing exemption therefrom;

- (c) more than 15 days after the Maturity Date or, if applicable, the relevant Interest Payment Date or (in either case) the date on which payment hereof is duly provided for, whichever occurs later, except to the extent that the holder would have been entitled to such additional amounts if it had presented this Global Certificate on the last day of such period of 15 days; or
- (d) for or on account of *imposta sostitutiva* (at the then applicable rate of tax) pursuant to Italian Legislative Decree No. 239 of 1 April 1996 (as amended or supplemented from time to time) or of *ritenuta alla fonte* pursuant to article 26 of Italian Presidential Decree No. 600 of 29 September 1973 (as amended or supplemented from time to time); or
- (e) where such deduction or withholding is imposed pursuant to the Luxembourg law of 23 December 2005, as amended.

4. If provided in the relevant Contractual Terms, the Issuer shall, at the option of the holder of any CD, redeem such CD on the Optional Redemption Date (Put) at its Optional Redemption Amount (Put) together with interest (if any) accrued to such date.

In order to exercise its option to require the Issuer to redeem, the holder of any CD must, not less than the minimum period nor more than the maximum period of notice (specified in the applicable Contractual Terms) prior to the relevant Optional Redemption Date (Put), deposit with any Agent such CD together with a duly completed Put Option Notice in the form obtainable from any Agent. The Agent with which a CD is so deposited shall immediately notify the Issuer and shall deliver a duly completed Put Option Receipt to the depositing holder of the CD. No CD, once deposited with a duly completed Put Option Notice in accordance with this Global Certificate, may be withdrawn; *provided, however, that* if, prior to the relevant Optional Redemption Date (Put), any such CD becomes immediately due and payable or, upon due presentation of any such CD on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Agent shall mail notification thereof to the depositing holder of CD at such address as may have been given by such holder of the Certificate of Deposit in the relevant Put Option Notice and shall hold such CD at its Specified Office for collection by the depositing holder of the CD against surrender of the relevant Put Option Receipt. For so long as any outstanding CD is held by an Agent in accordance with this condition, the depositor of such CD and not such Agent shall be deemed to be the holder of such CD for all purposes.

As used in this Global Certificate:

Optional Redemption Amount (Put) means the amount specified in the relevant Contractual Terms.

Optional Redemption Date (Put) means the date specified in the relevant Contractual Terms.

Put Option Notice means a notice which must be delivered to an Agent by any holder of a CD wanting to exercise its option to require the Issuer to redeem a CD at the option of the holder of the CD.

Put Option Receipt means a receipt issued by an Agent to a depositing holder of any CD upon deposit of a CD with such Agent by any holder of a CD wanting to exercise a right to redeem the CD.

5. If the Maturity Date or, if applicable, the relevant Interest Payment Date is not a Payment Business Day (as defined herein), payment in respect hereof will not be made and credit or transfer instructions shall not be given until the next following Payment Business Day and neither the bearer

of this Global Certificate nor the holder or beneficial owner of any interest herein or rights in respect hereof shall be entitled to any interest or other sums in respect of such postponed payment.

As used in this Global Certificate:

Payment Business Day means any day other than a Saturday or Sunday which is both (A) a day on which each of Euroclear and Clearstream are open for business, and (B) either (i) if the above-mentioned Specified Currency is any currency other than the euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency or (ii) if the above-mentioned currency is euro, a day which is a TARGET2 Business Day; and

TARGET2 Business Day means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) System, or any successor thereto, is operating credit or transfer instructions in respect of payments in euro.

Provided that if the Paying Agent determines with the agreement of the Issuer that the market practice in respect of euro denominated internationally offered securities is different from that specified above, the above shall be deemed to be amended so as to comply with such market practice and the Paying Agent shall procure that a notice of such amendment is published not less than 15 days prior to the date on which any payment in euro falls due to be made in such manner as the Paying Agent may determine.

6. The payment obligation of the Issuer represented by this Global Certificate constitutes and at all times shall constitute a direct and unsecured obligation of the Issuer ranking at least *pari passu* with all present and future unsecured and unsubordinated indebtedness of the Issuer other than obligations preferred by mandatory provisions of law applying to companies generally.
7. This Global Certificate is negotiable and, accordingly, title hereto shall pass by delivery and the bearer shall be treated as being absolutely entitled to receive payment upon due presentation hereof free and clear of any equity, set-off or counterclaim on the part of the Issuer against any previous bearer hereof.
8. This Global Certificate is issued in respect of an issue of Certificates of Deposit of the Issuer and is exchangeable in whole (but not in part only) for duly executed and authenticated Definitive Certificates of Deposit (whether before, on or, subject as provided below, after the Maturity Date):
 - (a) if the clearing system(s) in which this Global Certificate is held at the relevant time is closed for a continuous period of 14 days or more (other than by reason of weekends or public holidays, statutory or otherwise) or announces an intention permanently to cease business or does in fact do so); or
 - (b) if default is made in the payment of any amount payable in respect of this Global Certificate.

Upon presentation and surrender of this Global Certificate during normal business hours to the Issuer at the offices of the Paying Agent (or to any other person or at any other office outside the United States as may be designated in writing by the Issuer to the bearer), the Paying Agent shall authenticate and deliver, in exchange for this Global Certificate, Definitive Certificates of Deposit denominated in the above-mentioned Specified Currency in an aggregate principal amount equal to the Principal Amount of this Global Certificate.

9. If, upon any such default and following such surrender, Definitive Certificates of Deposit are not issued in full exchange for this Global Certificate before 5.00 p.m. (London time) on the thirtieth day

after surrender, this Global Certificate (including the obligation hereunder to issue definitive certificates of deposit) will become void and the bearer will have no further rights under this Global Certificate (but without prejudice to the rights which the bearer or any other person may have under a Deed of Covenant dated 9 March 2011 (as amended, re-stated or supplemented as of the date of issue of the Certificates of Deposit) entered into by the Issuer).

10. This Global Certificate has the benefit of a guarantee issued by Intesa Sanpaolo S.p.A. pursuant to a Deed Poll made on 9 March 2011, as subsequently amended, revised and restated from time to time, copies of which are available for inspection during normal business hours at the offices of the Paying Agent referred to above.
11. If this is an interest bearing Global Certificate, then:
 - (a) notwithstanding the provisions of paragraph 2 above, if any payment of interest in respect of this Global Certificate falling due for payment prior to the above-mentioned Maturity Date remains unpaid on the fifteenth day after falling so due, the amount referred to in paragraph 2 shall be payable on such fifteenth day;
 - (b) upon each payment of interest (if any) prior to the Maturity Date in respect of this Global Certificate, the Issuer shall procure that details of such payment shall be entered in the records of relevant Clearing Systems; and
 - (c) if no Interest Payment Dates are specified on the face of the Global Certificate, the Interest Payment Date shall be the Maturity Date.
12. If this is a fixed rate interest bearing Global Certificate, interest shall be calculated on the Principal Amount as follows:
 - (a) interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Global Certificate is denominated in Sterling, 365 days at the above-mentioned Interest Rate with the resulting figure being rounded to the nearest amount of the above-mentioned Specified Currency which is available as legal tender in the country or countries (in the case of the euro) of the Specified Currency (with halves being rounded upwards); and
 - (b) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is an **Interest Period** for the purposes of this paragraph.
13. If this is a floating rate interest bearing Global Certificate, interest shall be calculated on the Principal Amount as follows:
 - (a) (i) if this Global Certificate specifies LIBOR as the reference rate (the **Reference Rate**), interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Global Certificate is denominated in Sterling or if market practice so dictates (as determined by the Agent), 365 days at a rate (the **Rate of Interest**) determined on the following basis:

- (A) on the first day of each Interest Period (for a Global Certificate denominated in Sterling) or, if this Global Certificate is denominated in euro, the second TARGET2 Business Day (as defined below) before the beginning of each Interest Period or, if this Global Certificate is denominated in any other currency, the second London Business Day (as defined below) before the beginning of each Interest Period (each a **LIBOR Interest Determination Date**) the Calculation Agent will determine the offered rate for deposits in the Specified Currency in the London interbank market for the Interest Period concerned as at 11.00 a.m. (London time) on the LIBOR Interest Determination Date in question. Such offered rate will be that which appears on Reuters Screen LIBOR01 Page (or such other page or service as may replace it for the purpose of displaying London interbank offered rates of major banks for deposits in the Specified Currency for a duration approximately equal to the Interest Period) (the **Relevant Screen Page**). The Rate of Interest for such Interest Period shall be the sum of the rate which so appears and the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) the offered quotation for the Reference Rate which so appears on the Relevant Screen Page (the **Screen Page Reference Rate**), as determined by the Calculation Agent;
- (B) if on any LIBOR Interest Determination Date for any reason such Screen Page Reference Rate is unavailable, the Calculation Agent will request each of the Reference Banks (or failing that one of the Reference Banks) to provide its offered quotation to leading banks in the London interbank market for deposits in the Specified Currency for a duration approximately equal to the Interest Period concerned as at 11.00 a.m. (London time) on the LIBOR Interest Determination Date in question. The Rate of Interest for such Interest Period shall be the sum of the rate which so appears and the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) such quotation (if only one is provided) or the arithmetic mean (rounded, if necessary, up to the nearest four decimal places) of such quotations (if two or more are so provided), as determined by the Calculation Agent; and
- (C) if the Calculation Agent is unable to determine the Rate of Interest for an Interest Period in accordance with (A) or (B) above, the Rate of Interest for such Interest Period shall be the Rate of Interest in effect for the last preceding Interest Period to which (A) or (B) above shall have applied except if the Issuer determines that the absence of the quotation is due to the permanent discontinuation of the relevant Screen Page Reference Rate and/or that a Benchmark Event has occurred in which case the Reference Rate will be determined in accordance with (D) below;
- (D) If the Issuer determines at any time prior to any LIBOR Interest Determination Date, the permanent discontinuation of the relevant Screen Page Reference Rate and/or that a Benchmark Event has occurred, the Issuer will use, as a substitute for the Screen Page Reference Rate, the alternative reference rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) that is consistent with industry accepted standards, provided that, if the Issuer is unable to determine such an alternative reference rate, the Issuer will as soon as reasonably practicable (and in any event before the

Payment Business Day prior to the applicable LIBOR Interest Determination Date) appoint an agent (the **Reference Rate Determination Agent**), which will determine whether a substitute or successor rate, that is substantially comparable to the Screen Page Reference Rate, is available for the purpose of determining the Reference Rate on each LIBOR Interest Determination Date falling on or after the date of such determination. If the Reference Rate Determination Agent determines that there is an industry accepted successor rate, the Reference Rate Determination Agent will notify the Issuer and, if applicable, the Calculation Agent, of such successor rate to be used, to determine the Interest Rate.

If the Reference Rate Determination Agent or the Issuer, as applicable, has determined a substitute or successor rate in accordance with the foregoing paragraph (such rate, the **Replacement Reference Rate**), for the purpose of determining the Reference Rate on each LIBOR Interest Determination Date falling on or after such determination:

- (i) the Reference Rate Determination Agent or the Issuer, as applicable, will also determine the changes (if any) required to the applicable business day convention, the definition of Payment Business Day, the LIBOR Interest Determination Date, the day count fraction, and any method for obtaining the Replacement Reference Rate, including any adjustment needed to make such Replacement Reference Rate comparable to the Reference Rate, in each case acting in good faith and in a commercially reasonable manner that is consistent with industry-accepted practices for such Replacement Reference Rate;
- (ii) references to the Reference Rate will be deemed to be references to the relevant Replacement Reference Rate, including any alternative method for determining such rate as described in (i) above; and
- (iii) the Issuer will give notice to the holders of the Replacement Reference Rate and of the details described in (i). Such notice will be delivered to Euroclear, Clearstream, Luxembourg, and the bearer of this Global Certificate or, if that is not possible, it will be published in the Financial Times or in another leading London daily newspaper.

If for any reason a Replacement Reference Rate can not be determined in accordance with (D) above, the Reference Rate for the relevant Interest Period in such case will be equal to the last available Screen Page Reference Rate as determined by the Issuer or the Calculation Agent, as applicable.

The Reference Rate Determination Agent may be (i) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the Specified Currency as appointed by the Issuer; (ii) the Issuer; (iii) an affiliate of the Issuer; or (iv) such other entity that the Issuer in its sole and absolute discretion determines to be competent to carry out such role.

Benchmark Event means, in respect of the Reference Rate any of the following has occurred or will occur:

- (i) Any material disruption to such Reference Rate, any material change in the methodology of calculating the Reference Rate;

- (ii) the permanent or indefinite cancellation or cessation in the provision of such Reference Rate; or
 - (iii) a regulator or other official sector entity prohibits the use of such Reference Rate or indicates that its use is subject to restrictions or adverse consequences;
- (ii) the Calculation Agent will, as soon as practicable after 11.00 a.m. (London time) on each LIBOR Interest Determination Date, determine the Rate of Interest and calculate the amount of interest payable (the **Amount of Interest**) for the relevant Interest Period. The Amount of Interest shall be calculated by applying the Rate of Interest to the Principal Amount, multiplying such product by the actual number of days in the Interest Period concerned divided by 360 or, if this Global Certificate is denominated in Sterling or if market practice so dictates (as determined by the Agent), by 365 and rounding the resulting figure to the nearest amount of the Specified Currency which is available as legal tender in the country of the Specified Currency (with halves being rounded upwards). The determination of the Rate of Interest and the Amount of Interest by the Calculation Agent shall (in the absence of manifest error or fraud) be final and binding upon all parties;
- (iii) a certificate of the Calculation Agent as to the Rate of Interest payable hereon for any Interest Period shall (in the absence of manifest error) be conclusive and binding as between the Issuer and the bearer hereof;
- (iv) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an **Interest Period** for the purposes of this paragraph;
- (v) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be given as soon as practicable after the determination of the Rate of Interest. Such notice will be delivered to Euroclear, Clearstream, Luxembourg and the bearer of this Global Certificate or, if that is not possible, it will be published in the *Financial Times* or in another leading London daily newspaper; and
- (vi) as used above, **London Business Day** means any day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London;
- (b) (i) if this Global Certificate specifies EURIBOR as the reference rate (the **Reference Rate**), interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days at a rate (the **Rate of Interest**) determined on the following basis:
- (A) on the second TARGET2 Business Day before the beginning of each Interest Period (each a **EURIBOR Interest Determination Date**) the Calculation Agent will determine the European Interbank Offered Rate for deposits in euro for the Interest Period concerned as at 11.00 a.m. (Brussels time) on the EURIBOR Interest Determination Date in question. Such

offered rate will be that which appears on Reuters Screen EURIBOR01 Page (or such other page or service as may replace it for the purpose of displaying European Interbank Offered Rates of prime banks in the euro-zone (as defined below) for deposits in euro for a duration approximately equal to the Interest Period) (the **Relevant Screen Page**). The Rate of Interest for such Interest Period shall be the sum of the rate which so appears and the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) the offered quotation for the Reference Rate which so appears on the Relevant Screen Page (the **Screen Page Reference Rate**), as determined by the Calculation Agent;

- (B) if on any EURIBOR Interest Determination Date for any reason such Screen Page Reference Rate is unavailable, the Calculation Agent will request the principal euro-zone office of each of the Reference Banks (or failing that one of the Reference Banks) to provide its offered quotation to leading banks in the euro-zone interbank market for deposits in euro for a duration approximately equal to the Interest Period concerned as at 11.00 a.m. (Brussels time) on the EURIBOR Interest Determination Date in question. The Rate of Interest for such EURIBOR Interest Period shall be the sum of the rate which so appears and the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) such quotation (if only one is provided) or the arithmetic mean (rounded, if necessary, up to the nearest four decimal places) of such quotations (if two or more are so provided), as determined by the Calculation Agent;
- (C) if the Calculation Agent is unable to determine the Rate of Interest for an Interest Period in accordance with (A) or (B) above, the Rate of Interest for such Interest Period shall be the Rate of Interest in effect for the last preceding Interest Period to which (A) or (B) above shall have applied except if the Issuer determines that the absence of the quotation is due to the permanent discontinuation of the relevant Screen Page Reference Rate and/or that a Benchmark Event has occurred in which case the Reference Rate will be determined in accordance with (D) below; and
- (D) If the Issuer determines at any time prior to any EURIBOR Interest Determination Date, the permanent discontinuation of the relevant Screen Page Reference Rate and/or that a Benchmark Event has occurred, the Issuer or the Calculation Agent, as applicable, will use, as a substitute for the Screen Page Reference Rate, the alternative reference rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) that is consistent with industry accepted standards, provided that, if the Issuer or the Calculation Agent, as applicable, is unable to determine such an alternative reference rate, the Issuer or the Calculation Agent, as applicable, will as soon as reasonably practicable (and in any event before the Payment Business Day prior to the applicable EURIBOR Interest Determination Date) appoint an agent (the **Reference Rate Determination Agent**), which will determine whether a substitute or successor rate, that is substantially comparable to the Screen Page Reference Rate, is available for the purpose of determining the Reference Rate on each EURIBOR Interest Determination Date falling on or after the date of such determination. If the Reference Rate Determination Agent determines that there is an industry accepted successor rate, the Reference Rate Determination Agent will notify the Issuer and, if

applicable, the Calculation Agent, of such successor rate to be used, to determine the Interest Rate.

If the Reference Rate Determination Agent, the Issuer or the Calculation Agent, as applicable, has determined a substitute or successor rate in accordance with the foregoing paragraph (such rate, the **Replacement Reference Rate**), for the purpose of determining the Reference Rate on each EURIBOR Interest Determination Date falling on or after such determination:

- (i) the Reference Rate Determination Agent, the Issuer or the Calculation Agent, as applicable, will also determine the changes (if any) required to the applicable business day convention, the definition of Payment Business Day, the EURIBOR Interest Determination Date, the day count fraction, and any method for obtaining the Replacement Reference Rate, including any adjustment needed to make such Replacement Reference Rate comparable to the Reference Rate, in each case acting in good faith and in a commercially reasonable manner that is consistent with industry-accepted practices for such Replacement Reference Rate;
- (ii) references to the Reference Rate will be deemed to be references to the relevant Replacement Reference Rate, including any alternative method for determining such rate as described in (i) above; and
- (iii) the Issuer will give notice to the holders of the Replacement Reference Rate and of the details described in (i). Such notice will be delivered to Euroclear, Clearstream, Luxembourg, and the bearer of this Global Certificate or, if that is not possible, it will be published in the Financial Times or in another leading London daily newspaper.

If for any reason a Replacement Reference Rate can not be determined in accordance with (D) above, the Reference Rate for the relevant Interest Period in such case will be equal to the last available Screen Page Reference Rate as determined by the Issuer or the Calculation Agent, as applicable.

The Reference Rate Determination Agent may be (i) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the Specified Currency as appointed by the Issuer or the Calculation Agent, as applicable; (ii) the Issuer; (iii) an affiliate of the Issuer or the Calculation Agent, as applicable; or (iv) such other entity that the Issuer in its sole and absolute discretion determines to be competent to carry out such role.

Benchmark Event means, in respect of the Reference Rate any of the following has occurred or will occur:

- (i) Any material disruption to such Reference Rate, any material change in the methodology of calculating the Reference Rate;
- (ii) the permanent or indefinite cancellation or cessation in the provision of such Reference Rate; or
- (iii) a regulator or other official sector entity prohibits the use of such Reference Rate or indicates that its use is subject to restrictions or adverse consequences;

for the purposes of this Global Certificate, **euro-zone** means the region comprised of the countries whose lawful currency is the euro;

- (ii) the Calculation Agent will, as soon as practicable after 11.00 a.m. (Brussels time) on each EURIBOR Interest Determination Date, determine the Rate of Interest and calculate the amount of interest payable (the **Amount of Interest**) for the relevant Interest Period. The Amount of Interest shall be calculated by applying the Rate of Interest to the Principal Amount, multiplying such product by the actual number of days in the Interest Period concerned divided by 360, and rounding the resulting figure to the nearest cent (with halves being rounded upwards). The determination of the Rate of Interest and the Amount of Interest by the Calculation Agent shall (in the absence of manifest error or fraud) be final and binding upon all parties;
 - (iii) a certificate of the Calculation Agent as to the Rate of Interest payable hereon for any Interest Period shall (in the absence of manifest error) be conclusive and binding as between the Issuer and the bearer hereof;
 - (iv) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an **Interest Period** for the purposes of this paragraph; and
 - (v) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be given as soon as practicable after the determination of the Rate of Interest. Such notice will be delivered to Euroclear, Clearstream, Luxembourg and the bearer of this Global Certificate or, if that is not possible, it will be published in the *Financial Times* or in another leading London daily newspaper;
- (c) if this Global Certificate specifies EONIA as the reference rate (the **Reference Rate**), interest shall be payable on the Principal Amount in respect of each successive Interest Period from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date (as defined below), on the basis of the actual number of days in such Interest Period and a year of 360 days at a rate (the **Rate of Interest**) equal to the sum of EONIA and the Margin where:
- (A) **EONIA**, for each day in an Interest Period beginning on, and including, the first day of such Interest Period and ending on, but excluding, the last day of such Interest Period, shall be equal to the overnight rate as calculated by the European Central Bank and appearing on the Reuters Screen EONIA Page in respect of that day at 11.00 a.m. (Brussels time) on the TARGET2 Business Day immediately following such day (each an EONIA Interest Determination Date), as if the Reset Date (as defined in the 2006 ISDA Definitions) was the first day of such Interest Period and the Designated Maturity (as defined in the ISDA Definitions) was the number of months specified on the face of this Global Certificate in relation to the Reference Rate;
 - (B) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but

excluding) the next succeeding Interest Payment Date is called an **Interest Period** for the purposes of this paragraph; and

(C) if, on any EONIA Interest Determination Date, it is not possible to determine the Rate of Interest due to the non-availability of the Reuters Screen EONIA Page then the Rate of Interest for such Interest Period shall be the Rate of Interest in effect for the last preceding Interest Period.

(d) (i) if this Global Certificate specifies SONIA as the reference rate (the **Reference Rate**), interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date at a rate (the **Rate of Interest**) equal to Compounded Daily SONIA (as defined below) plus or minus the Margin (if any), subject to the provisions of paragraph (d)(iii) below, as determined by the Calculation Agent.

(ii) The following definitions shall apply for the purposes of this paragraph:

Compounded Daily SONIA means, with respect to an Interest Period, the rate of return of a daily compound interest investment in Sterling (with the daily Sterling overnight reference rate as the reference rate for the calculation of interest) calculated by the Calculation Agent on the second London Business Day before the beginning of each Interest Period (each a **SONIA Interest Determination Date**) in accordance with the following formula:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{\text{SONIA}_{i-\text{pLBD}} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where the resulting percentage will be rounded (if necessary) to the fifth decimal place, with 0.000005 being rounded upwards.

d means, in respect of an Interest Period, the number of calendar days in such Interest Period;

d₀ means, in respect of an Interest Period, the number of London Business Days in the relevant Interest Period;

i means a series of whole numbers from one to **d₀**, each representing the relevant London Business Days in chronological order from (and including) the first London Business Day in the relevant Interest Period;

the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an **Interest Period**;

Lock-out Period means, in respect of an Interest Period, the period from (and including) the day following the SONIA Interest Determination Date to (but excluding) the Interest Payment Date falling at the end of such Interest Period;

London Business Day means any day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London;

Lookback Period or **p** means, in respect of an Interest Period where "Lag" is specified as the Observation Method in this Global Certificate, five London Business Days;

n_i means, in respect of a London Business Day *i*, the number of calendar days from (and including) such London Business Day *i* up to (but excluding) the following London Business Day;

Reference Day means each London Business Day in the relevant Interest Period that is not a London Business Day falling in the Lock-out Period;

SONIA *i* means:

- (A) if "Lag" is specified as the Observation Method in this Global Certificate, the SONIA Rate in respect of *pLBD* in respect of the relevant London Business Day *i*; or
- (B) if "Lock-out" is specified as the Observation Method in this Global Certificate:
 - (x) in respect of any London Business Day *i* that is a Reference Day, the SONIA Rate in respect of the London Business Day immediately preceding such Reference Day; otherwise
 - (y) the SONIA Rate in respect of the London Business Day immediately preceding the SONIA Interest Determination Date for the relevant Interest Period;

SONIA_{*i-pLBD*} means:

- (A) if "Lag" is specified as the Observation Method in this Global Certificate, in respect of a London Business Day *i*, SONIA *i* in respect of the London Business Day falling *p* London Business Days prior to such London Business Day *i* (**pLBD**); or
- (B) if "Lock-out" is specified as the Observation Method in this Global Certificate, in respect of a London Business Day *i*, SONIA *i* in respect of such London Business Day *I*; and

SONIA Rate means, in respect of any London Business Day, a reference rate equal to the daily Sterling Overnight Index Average rate for such London Business Day, as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the London Business Day immediately following such London Business Day.

- (iii) If, in respect of any London Business Day, the SONIA Rate is not available on the Relevant Screen Page (and has not otherwise been published by the relevant authorised distributors), such SONIA Rate shall be:
 - (A) (i) the Bank of England's Bank Rate (the **Bank Rate**) prevailing at the close of business on the relevant London Business Day; plus (ii) the arithmetic mean of the spread of SONIA to the Bank Rate over the previous five days in respect of which

SONIA has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads); or

- (B) if such Bank Rate is not available, the SONIA Rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the immediately preceding London Business Day on which the SONIA Rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors), and

such rate shall be deemed to be the SONIA Rate for such London Business Day.

Notwithstanding the foregoing, in the event of the Bank of England publishing guidance as to (i) how the SONIA Rate is to be determined or (ii) any rate that is to replace the SONIA Rate, the Calculation Agent shall follow such guidance to determine the SONIA Rate for so long as the SONIA Rate is not available or has not been published by the authorised distributors.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions in respect of an Interest Period, the Rate of Interest shall be (i) that determined as at the immediately preceding SONIA Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the immediately preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin in relation to the immediately preceding Interest Period); or (ii) if there is no such preceding SONIA Interest Determination Date, the initial Rate of Interest which would have applied to such Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (subject to the application of the relevant Margin if any).

- (e) If this Global Certificate specifies [*insert reference rate*] as the reference rate (the **Reference Rate**), then [*insert relevant interest calculation language*].

- 14. If this Global Certificate is denominated in euro, the principal amount hereof will be not less than €500,000; if this Global Certificate is denominated in U.S. Dollars, the principal amount hereof shall be not less than U.S.\$500,000; and if this Global Certificate is denominated in a currency other than euro or U.S. Dollars, the principal amount hereof shall be not less than €500,000 determined by reference to the relevant spot rate of exchange on the date of the Information Memorandum and provided that if the proceeds of this Global Certificate are accepted in the United Kingdom, subject to the minimum denomination requirement above, such principal amount shall be not less than £100,000 (or the equivalent in any other currency).

- 15. Instructions for payment must be received at the offices of the Paying Agent referred to above together with this Global Certificate as follows:

- (a) if this Global Certificate is denominated in Australian dollars, New Zealand dollars, Hong Kong dollars or Japanese Yen, at least two Business Days prior to the relevant payment date;
- (b) if this Global Certificate is denominated in United States dollars, Canadian dollars or Sterling, on or prior to the relevant payment date; and
- (c) in all other cases, at least one Business Day prior to the relevant payment date.

As used in this paragraph, **Business Day** means:

- (i) a day (other than Saturday or Sunday) on which the offices of the Paying Agent are open for business in the relevant place of presentation;
 - (ii) a day on which each of Euroclear and Clearstream are open for business; and
 - (iii) in the case of payments in euro, a TARGET2 Business Day and, in all other cases, a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre in the country of the above-mentioned Specified Currency.
16. This Global Certificate is intended to be held in a manner which would allow Eurosystem eligibility (unless otherwise specified in the relevant Contractual Terms) and shall not be validly issued unless manually authenticated by the Paying Agent as issuing agent and effectuated by the entity appointed as common safekeeper by the relevant Clearing Systems [and the Issuer has delivered to such common safekeeper the relevant effectuation authorisation].⁷⁹
17. Notwithstanding any provision of this Global Certificate or any other agreements, arrangements, or understandings between the Issuers and the Guarantor (where applicable) and any holder, and without prejudice to Article 55(1) of the BRRD, by its acquisition of the Certificates each holder (which, for the purposes of this paragraph 17, includes each holder of a beneficial interest in the Certificates) acknowledges, accepts, consents to and agrees to be bound by:
- (a) the effects of the exercise of the Italian Bail-in Power by the Relevant Authority, which exercise may include and result in any of the following, or some combination thereof: (i) the reduction of all, or a portion, of the principal amount in respect of the Certificates together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; (ii) the conversion of all, or a portion, of the principal amount in respect of the Certificates together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto, into ordinary shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the holder of such shares, securities or obligations), including by means of an amendment, modification or variation of this Global Certificate; (iii) the cancellation of the Certificates or the principal amount in respect of the Certificates together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; and (iv) the amendment or alteration of the maturity of the Certificates or amendment of the amount of interest payable on the Certificates, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and
 - (b) the variation of this Global Certificate, as deemed necessary by the Relevant Authority, to give effect to the exercise of the Italian Bail-in Power by the Relevant Authority.

Upon the exercise of the Italian Bail-in Power by the Relevant Authority this Global Certificate shall remain in full force and effect, save as varied by the Relevant Authority in accordance with this paragraph 17.

⁷⁹

If the Paying Agent is an entity which is not qualified to act as a common safekeeper, the NGN will need to be delivered to the common safekeeper who should effectuate it upon receipt. For any programme where the Agent is not qualified to act as a common safekeeper, this paragraph should read:
"This Global Certificate shall not be valid unless authenticated by the Agent and effectuated by the entity appointed as common safekeeper by the relevant Clearing Systems and the Issuer has delivered to such common safekeeper the relevant effectuation authorisation."

BRRD means Directive 2014/59/EU of the European Parliament and of the Council of May 15, 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms, as amended or replaced from time to time.

Italian Bail-in Power means any write-down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in the Republic of Italy, relating to (i) the transposition of the BRRD (in including, but not limited to, Legislative Decrees No. 180/2015 and 181/2015) as amended from time to time; and (ii) the instruments, rules and standards created thereunder, pursuant to which any obligation of a regulated entity (or other affiliate of such regulated entity) can be reduced, cancelled, modified, or converted into shares, other securities, or other obligations of such regulated entity or any other person (or suspended for a temporary period).

Relevant Authority means (i) in respect of Italy, any issuer, the Bank of Italy or other governmental authority in Italy (or other country in which the Issuer is then domiciled) or in the European Union having primary responsibility for the prudential oversight and supervision of the Issuer; (ii) in respect of Ireland, the Central Bank of Ireland and/or any other authority in Ireland or in the European Union entitled to exercise or participate in the exercise of the Irish Bail-in Power from time to time; and (iii) in respect of Luxembourg, the *Commission de Surveillance du Secteur Financier*, acting in its capacity as resolution authority within the meaning of Article 3(1) of BRRD, the Single Resolution Board established pursuant to the SRM Regulation, and/or any other authority in Luxembourg or in the European Union entitled to exercise or participate in the exercise of the Luxembourg Bail-in Power from time to time.

SRM Regulation means Regulation (EU) No.806/2014 of the European Parliament and of the Council of 15 July 2014, establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of the Single Supervisory Mechanism and the Single Resolution Fund and amending Regulation (EU) No. 1093/2010, as amended or replaced from time to time.

18. Notwithstanding any provision of this Global Certificate or any other agreements, arrangements, or understandings between the Issuers and the Guarantor (where applicable) and any holder, and without prejudice to Article 55(1) of the BRRD, by its acquisition of the Certificates each holder (which, for the purposes of this paragraph 18, includes each holder of a beneficial interest in the Certificates) acknowledges, accepts, consents to and agrees to be bound by:
- (a) the effects of the exercise of the Irish Bail-in Power by the Relevant Authority, which exercise may include and result in any of the following, or some combination thereof: (i) the reduction of all, or a portion, of the principal amount in respect of the Certificates together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; (ii) the conversion of all, or a portion, of the principal amount in respect of the Certificates together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto, into ordinary shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the holder of such shares, securities or obligations), including by means of an amendment, modification or variation of this Global Certificate; (iii) the cancellation of the Certificates or the principal amount in respect of the Certificates together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; and (iv) the amendment or alteration of the maturity of the Certificates or amendment of the amount of interest payable on the Certificates, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and

- (b) the variation of this Global Certificate, as deemed necessary by the Relevant Authority, to give effect to the exercise of the Irish Bail-in Power by the Relevant Authority.

Upon the exercise of the Irish Bail-in Power by the Relevant Authority this Global Certificate shall remain in full force and effect, save as varied by the Relevant Authority in accordance with this paragraph 18.

Irish Bail-in Power means any write-down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in Ireland:

- (i) relating to the transposition of BRRD, including but not limited to the European Union (Bank Recovery and Resolution) Regulations 2015 as amended or replaced from time to time (the **BRRD Irish Regulations**) and the instruments rules and standards created thereunder; and
- (ii) constituting or relating to the SRM Regulation and the instruments rules and standards created thereunder,

in each case, pursuant to which any obligation of a regulated entity (or other affiliate of such regulated entity) can be reduced (including to zero), cancelled, modified or converted into shares, other securities, or other obligations of such regulated entity or any other person (or suspended for a temporary period). For this purpose, a reference to a "regulated entity" is to any entity to which for the purposes of (i) above, the BRRD Irish Regulation apply and, for the purposes of (ii) above, the SRM Regulation applies, which in each case includes certain credit institutions, investment firms and certain of their parent or holding companies.

19. Notwithstanding any provision of this Global Certificate or any other agreements, arrangements, or understandings between the Issuers and the Guarantor (where applicable) and any holder, and without prejudice to Article 55(1) of the BRRD, by its acquisition of the Certificates each holder (which, for the purposes of this paragraph 19, includes each holder of a beneficial interest in the Certificates) acknowledges, accepts, consents to and agrees to be bound by:

- (a) the effects of the exercise of the **Luxembourg Bail-in Power** by the Relevant Authority, which exercise may include and result in any of the following, or some combination thereof:
 - (i) the reduction of all, or a portion, of the principal amount in respect of the Certificates together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; (ii) the conversion of all, or a portion, of the principal amount in respect of the Certificates together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto, into ordinary shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the holder of such shares, securities or obligations), including by means of an amendment, modification or variation of this Global Certificate; (iii) the cancellation of the Certificates or the principal amount in respect of the Certificates together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; and (iv) the amendment or alteration of the maturity of the Certificates or amendment of the amount of interest payable on the Certificates, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and
- (b) the variation of this Global Certificate, as deemed necessary by the Relevant Authority, to give effect to the exercise of the Luxembourg Bail-in Power by the Relevant Authority.

Upon the exercise of the Luxembourg Bail-in Power by the Relevant Authority this Global Certificate shall remain in full force and effect, save as varied by the Relevant Authority in accordance with this paragraph 19.

Luxembourg Bail-in Power means any write-down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in Luxembourg, (i) relating to the transposition of the BRRD (including, but not limited to, the Luxembourg law of 18 December 2015 *relative aux mesures de résolution, d'assainissement et de liquidation des établissements de crédit et de certaines entreprises d'investissement ainsi qu'aux systèmes de garantie des dépôts et d'indemnisation des investisseurs*, as amended from time to time (the **Luxembourg BRRD Law**), (ii) relating to the SRM Regulation or (iii) otherwise arising under Luxembourg law and (iv) in each case, the instruments, rules and standards created thereunder, pursuant to which any obligation of a regulated entity or other affiliate of such regulated entity) can be reduced, cancelled, modified, or converted into shares, other securities, or other obligations of such regulated entity or any other person (or suspended for a temporary period) and any right in a contract governing an obligation of a regulated entity may be deemed to have been exercised. For this purpose, a reference to a "regulated entity" is to any institution or entity (which includes certain credit institutions, investment firms, and certain of their group companies) referred to in points (1), (2), (3) or (4) of Article 2(1) of the Luxembourg BRRD Law, and with respect to the SRM Regulation to any entity referred to in Article 2 of the SRM Regulation.

20. This Global Certificate and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Global Certificate (including a dispute regarding the existence, validity or termination of this Global Certificate). The parties to this Global Certificate agree that the English courts are the most appropriate and convenient courts to settle any such dispute and accordingly no such party will argue to the contrary.

The Issuer irrevocably appoints Intesa Sanpaolo S.p.A., London Branch at 90 Queen Street, London EC4N 1SA, England as its agent for service of process in any proceedings before the English courts in connection with this Global Certificate. If any person appointed as process agent is unable for any reason to act as agent for service of process, the Issuer will appoint another agent, and failing such appointment within 15 days, the bearer shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Paying Agent. The Issuer agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings. This paragraph 20 does not affect any other method of service allowed by law.

The Issuer irrevocably and unconditionally agrees not to claim any immunity from proceedings brought by the bearer against it in relation to this Global Certificate and to ensure that no such claim is made on its behalf, consents generally to the giving of any relief or the issue of any process in connection with those proceedings, and waives all rights of immunity in respect of it or its assets.

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

IN WITNESS whereof the Issuer has caused this Global Certificate to be duly executed on its behalf.

***EITHER* [INTESA SANPAOLO BANK IRELAND P.L.C.**

By:]

OR

[**INTESA SANPAOLO BANK LUXEMBOURG, SOCIÉTÉ ANONYME**

By:

By:

Title:

Title:]

Authenticated without recourse warranty or liability by

**THE BANK OF NEW YORK MELLON, LONDON
BRANCH**

as Paying Agent

By:

Effectuated without recourse, warranty or liability by

.....

as common safekeeper

By:

FORM OF DEFINITIVE MULTI CURRENCY CERTIFICATE OF DEPOSIT

(Interest-bearing/Discounted)

NEGOTIABLE CERTIFICATE OF DEPOSIT

This is not a London Certificate of Deposit

***EITHER* [Intesa Sanpaolo Bank Ireland p.l.c.**

Incorporated and registered in Ireland with Registration No: 125216

Registered Office: 2nd Floor, International House, 3 Harbourmaster Place, IFSC, Dublin 1, D01 K8F1, Ireland]

***OR* [Intesa Sanpaolo Bank Luxembourg, société anonyme (formerly Société Européenne de Banque, société anonyme)⁸⁰**

Incorporated as a public limited liability company (société anonyme) and registered in the Luxembourg trade and companies register (*Registre de commerce et des sociétés, Luxembourg*) under registration number B13.859

Registered Office: 19-21 Boulevard Prince Henri, L – 1724 Luxembourg, Grand Duchy of Luxembourg]

**Unconditionally and irrevocably guaranteed by
Intesa Sanpaolo S.p.A.
(Incorporated in Italy)**

Issuer:

No: _____

Series No.:

Issued in London on:

Maturity Date⁸¹:

Specified Currency:

Denomination:

Principal Amount:

(words and figures if a Sterling CD)

Interest Rate⁸²: ____% per annum

Margin⁸³:

Calculation Agent⁸⁴:

Reference Banks⁸⁵:

Interest Payment Dates⁸⁶:

Reference Rate: [●] months
LIBOR/EURIBOR/EONIA/SONIA/€STR [specify
other reference rate]⁸⁷

⁸⁰ This document must be signed in accordance with article 470-1 of the Luxembourg law of 10 August 1915 on commercial companies, as amended.

⁸¹ Not to exceed 364 days from the Issue Date.

⁸² Complete for fixed rate interest bearing CDs only.

⁸³ Complete for floating rate CDs only.

⁸⁴ Complete for floating rate CDs only.

⁸⁵ Complete for floating rate CDs only.

⁸⁶ Complete for interest bearing CDs if interest is payable before the Maturity Date.

⁸⁷ Delete/complete as appropriate. The Reference Rate shall be LIBOR, SONIA or any other Reference Rate agreed between the Issuer and the relevant dealer unless the CD is denominated in euro and the Issuer and the relevant Dealer agree that EURIBOR or EONIA or €STR should be used instead.

Observation Method: Lag/Lock-out⁸⁸

Relevant Screen Page: [specify]⁸⁹

Interest Commencement Date⁹⁰:

Early Redemption at the option of the holder of the CD: [Yes/No] Optional Redemption Date(s) (Put):⁹¹

Optional Redemption Amount (Put):⁹²

1. ***EITHER*** [THIS CERTIFIES that a sum of [●] has been deposited with or on behalf of [Intesa Sanpaolo Bank Ireland p.l.c./Intesa Sanpaolo Bank Luxembourg, *société anonyme*] (the **Bank**) upon terms that it is payable to bearer on terms set out herein on the Maturity Date together with interest at the rate of [●]% per annum, calculated on a 360-day year basis or, if this Certificate is denominated in Sterling, 365-day year basis from the date hereof to the date of maturity calculated on the basis set out below.]⁹³ ***OR***

[THIS CERTIFIES that a sum has been deposited with or on behalf of [Intesa Sanpaolo Bank Ireland p.l.c./Intesa Sanpaolo Bank Luxembourg, *société anonyme*] (the **Bank**) which together with interest solely in respect of the period to the Maturity Date will on the Maturity Date equal [●] upon terms that such amount is payable to the bearer on the terms set out herein.]⁹⁴

All such payments shall be made in accordance with an issuing and paying agency agreement dated 14 January 2020 between the Issuer, [Intesa Sanpaolo Bank Ireland p.l.c./Intesa Sanpaolo Bank Luxembourg, *société anonyme*], the Guarantor and The Bank of New York Mellon, London Branch (the **Paying Agent**) as the issuing and paying agent, a copy of which is available for inspection at the offices of the Paying Agent at One Canada Square, Canary Wharf, London E14 5AL, United Kingdom, and subject to and in accordance with the terms and conditions set forth below. All such payments shall be made upon presentation and surrender of this Certificate at the offices of the Paying Agent referred to above by transfer to an account denominated in the above-mentioned Specified Currency maintained by the bearer with a bank in the principal financial centre in the country of that currency or, in the case of a Certificate denominated or payable in euro, by transfer to a euro account (or any other account to which euro may be credited or transferred) maintained by the payee with a bank in the principal financial centre of any member state of the European Union. For so long as any Certificates are listed on any Stock Exchange, the Issuer will ensure that it maintains a paying agent with a specified office in the place required by the rules and regulations of such Stock Exchange or other relevant authority.

Notwithstanding the foregoing, presentation and surrender of this Certificate shall be made outside the United States and no amount shall be paid by transfer to an account in the United States, or mailed to an address in the United States. In the case of a Certificate denominated in U.S. Dollars, payments shall be made by transfer to an account denominated in U.S. Dollars in the principal financial centre of any country outside of the United States that the Issuer or Paying Agent so chooses.

⁸⁸ Complete for Floating Rate CDs where the reference rate is SONIA.
⁸⁹ Complete for Floating Rate CDs where the reference rate is SONIA or if otherwise applicable.
⁹⁰ Complete for interest bearing Yen denominated CDs only.
⁹¹ Complete for CDs which are subject to early redemption at the option of the holder of a CD.
⁹² Complete for CDs which are subject to early redemption at the option of the holder of a CD.
⁹³ Include where Certificate is interest bearing.
⁹⁴ Include where Certificate is discounted.

2. All payments in respect of this Certificate by or on behalf of the Issuer shall be made without set-off, counterclaim, fees, liabilities or similar deductions and free and clear of, and without deduction or withholding for or on account of, taxes, levies, duties, assessments or charges of any nature now or hereafter imposed, levied, collected, withheld or assessed (**Taxes**) by or on behalf of any taxing authority or any political subdivision thereof or any authority thereof having the power to tax, unless such withholding or deduction is required by law. If the Issuer or any agent thereof is required by law or regulation to make any deduction or withholding for or on account of Taxes imposed by or on behalf of [Ireland/Luxembourg] or Italy or any political subdivision thereof or any authority thereof having the power to tax, the Issuer shall, to the extent permitted by applicable law or regulation, pay such additional amounts as shall be necessary in order that the net amounts received by the bearer of this Certificate after such deduction or withholding shall equal the amount which would have been receivable hereunder in the absence of such deduction or withholding, except that no such additional amounts shall be payable where this Certificate is presented for payment:
- (a) by or on behalf of a holder which is liable to such Taxes by reason of its having some connection with the jurisdiction imposing the Taxes other than the mere holding of this Certificate;
 - (b) by or on behalf of a holder who would have been able to avoid such withholding or deduction by authorising the Paying Agent to report information in accordance with the procedure laid down by the relevant tax authority or by producing, in the form required by the relevant tax authority, a declaration, claim, certificate, document or other evidence establishing exemption therefrom;
 - (c) more than 15 days after the Maturity Date or, if applicable, the relevant Interest Payment Date or (in either case) the date on which payment hereof is duly provided for, whichever occurs later, except to the extent that the holder would have been entitled to such additional amounts if it had presented this Certificate on the last day of such period of 15 days; or
 - (d) for or on account of *imposta sostitutiva* (at the then applicable rate of tax) pursuant to Italian Legislative Decree No. 239 of 1 April 1996 (as amended or supplemented from time to time) or of *ritenuta alla fonte* pursuant to article 26 of Italian Presidential Decree No. 600 of 29 September 1973 (as amended or supplemented from time to time); or
 - (e) where such deduction or withholding is imposed pursuant to the Luxembourg law of 23 December 2005, as amended.
3. [The Issuer shall, at the option of the holder of the CD, redeem this CD on the Optional Redemption Date (Put) (as defined herein) at its Optional Redemption Amount (as defined herein) together with interest (if any) accrued to such date.

In order to exercise its option to require the Issuer to redeem, the holder of the CD must, not less than the [*insert minimum period*] nor more than the [*insert maximum period*] of notice prior to the relevant Optional Redemption Date (Put), deposit with any Agent this CD together with a duly completed Put Option Notice in the form obtainable from any Agent. The Agent with which this CD is so deposited shall immediately notify the Issuer and shall deliver a duly completed Put Option Receipt to the depositing holder of the CD. Once this CD is deposited with a duly completed Put Option Notice in accordance with this CD, it may not be withdrawn; *provided, however, that* if, prior to the relevant Optional Redemption Date (Put), this CD becomes immediately due and payable or, upon due presentation of this CD on the relevant Optional Redemption Date (Put), payment of the redemption moneys is improperly withheld or refused, the relevant Agent shall mail notification thereof to the depositing holder of the CD at such address as may have been given by such holder of the CD in the relevant Put Option Notice and shall hold this CD at its Specified Office for collection

by the depositing holder of the CD against surrender of the relevant Put Option Receipt. For so long as any outstanding CD is held by an Agent in accordance with this condition, the depositor of such CD and not such Agent shall be deemed to be the holder of such CD for all purposes.

As used in this Certificate:

Put Option Notice means a notice which must be delivered to an Agent by any holder of the CD wanting to exercise its option to require the Issuer to redeem this CD at the option of the holder of the CD.

Put Option Receipt means a receipt issued by an Agent to a depositing holder of the CD upon deposit of this CD with such Agent by any holder of the CD wanting to exercise a right to redeem this CD.]⁹⁵

4. If the Maturity Date or, if applicable, the relevant Interest Payment Date is not a Payment Business Day (as defined herein), payment in respect hereof will not be made and credit or transfer instructions shall not be given until the next following Payment Business Day and neither the bearer of this Certificate nor the holder or beneficial owner of any interest herein or rights in respect hereof shall be entitled to any interest or other sums in respect of such postponed payment.

As used in this Certificate:

Payment Business Day means any day other than a Saturday or Sunday which is both (a) a day on which the offices of the Paying Agent are open for business in the relevant place of presentation, and (b) either (i) if the above-mentioned Specified Currency is any currency other than the euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency or (ii) if the above-mentioned currency is euro, a day which is a TARGET2 Business Day; and

TARGET2 Business Day means a day on which the Trans-European Automated Real-time Gross Settlement Express Transfer (TARGET2) System, or any successor thereto, is operating credit or transfer instructions in respect of payments in euro.

Provided that if the Paying Agent determines with the agreement of the Issuer that the market practice in respect of euro denominated internationally offered securities is different from that specified above, the above shall be deemed to be amended so as to comply with such market practice and the Paying Agent shall procure that a notice of such amendment is published not less than 15 days prior to the date on which any payment in euro falls due to be made in such manner as the Paying Agent may determine.

5. The payment obligation of the Issuer represented by this Certificate constitutes and at all times shall constitute a direct and unsecured obligation of the Issuer ranking at least *pari passu* with all present and future unsecured and unsubordinated indebtedness of the Issuer other than obligations preferred by mandatory provisions of law applying to companies generally.
6. This Certificate is negotiable and, accordingly, title hereto shall pass by delivery and the bearer shall be treated as being absolutely entitled to receive payment upon due presentation hereof free and clear of any equity, set-off or counterclaim on the part of the Issuer against any previous bearer hereof.
7. This Certificate has the benefit of a guarantee issued by Intesa Sanpaolo S.p.A. pursuant to a Deed Poll made on 9 March 2011, as subsequently amended, revised and restated from time to time,

⁹⁵ Include where Certificate is subject to early redemption at the option of the holder of the CD.

copies of which are available for inspection during normal business hours at the offices of the Paying Agent referred to above.

8. [This is an interest bearing Certificate, in respect of which:
- (a) notwithstanding the provisions of paragraph 1 above, if any payment of interest in respect of this Certificate falling due for payment prior to the above-mentioned Maturity Date remains unpaid on the fifteenth day after falling so due, the amount referred to in paragraph 1 shall be payable on such fifteenth day;
 - (b) upon each payment of interest (if any) prior to the Maturity Date in respect of this Certificate, the Schedule hereto shall be duly completed by the Paying Agent to reflect such payment; and
 - (c) if no Interest Payment Dates are specified on the face of the Certificate, the Interest Payment Date shall be the Maturity Date.]⁹⁶
9. **EITHER** [Interest shall be calculated on the Principal Amount as follows:
- (a) interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Certificate is denominated in Sterling, 365 days at the above-mentioned Interest Rate with the resulting figure being rounded to the nearest amount of the above-mentioned Specified Currency which is available as legal tender in the country or countries (in the case of the euro) of the Specified Currency (with halves being rounded upwards); and
 - (b) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is an **Interest Period** for the purposes of this paragraph.]⁹⁷ **OR**
10. [Interest shall be calculated on the Principal Amount as follows:
- (a) (i) if this Certificate specifies LIBOR as the reference rate (the **Reference Rate**), interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days or, if this Certificate is denominated in Sterling or if market practice so dictates (as determined by the Agent), 365 days at a rate (the **Rate of Interest**) determined on the following basis:
 - (A) on the first day of each Interest Period (for a Certificate denominated in Sterling) or, if this Certificate is denominated in euro, the second TARGET2 Business Day (as defined below) before the beginning of each Interest Period or, if this Certificate is denominated in any other currency, the second London Business Day (as defined below) before the beginning of each Interest Period (each a **LIBOR Interest Determination Date**) the Calculation Agent will determine the offered rate for deposits in the Specified Currency in the London interbank market for the Interest Period

⁹⁶ Insert where Certificate is interest bearing.

⁹⁷ Include where Certificate bears fixed rate interest.

concerned as at 11.00 a.m. (London time) on the LIBOR Interest Determination Date in question. Such offered rate will be that which appears on Reuters Screen LIBOR01 Page (or such other page or service as may replace it for the purpose of displaying London interbank offered rates of major banks for deposits in the Specified Currency for a duration approximately equal to the Interest Period) (the **Relevant Screen Page**). The Rate of Interest for such Interest Period shall be the sum of the rate which so appears and the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) the offered quotation for the Reference Rate which so appears on the Relevant Screen Page (the **Screen Page Reference Rate**), as determined by the Calculation Agent;

- (B) if on any LIBOR Interest Determination Date for any reason such Screen Page Reference Rate is unavailable, the Calculation Agent will request each of the Reference Banks (or failing that one of the Reference Banks) to provide its offered quotation to leading banks in the London interbank market for deposits in the Specified Currency for a duration approximately equal to the Interest Period concerned as at 11.00 a.m. (London time) on the LIBOR Interest Determination Date in question. The Rate of Interest for such Interest Period shall be the sum of the rate which so appears and the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) such quotation (if only one is provided) or the arithmetic mean (rounded, if necessary, up to the nearest four decimal places) of such quotations (if two or more are so provided), as determined by the Calculation Agent;
- (C) if the Calculation Agent is unable to determine the Rate of Interest for an Interest Period in accordance with (A) or (B) above, the Rate of Interest for such Interest Period shall be the Rate of Interest in effect for the last preceding Interest Period to which (A) or (B) above shall have applied except if the Issuer determines that the absence of the quotation is due to the permanent discontinuation of the relevant Screen Page Reference Rate and/or that a Benchmark Event has occurred in which case the Reference Rate will be determined in accordance with (D) below; and
- (D) If the Issuer determines at any time prior to any LIBOR Interest Determination Date, the permanent discontinuation of the relevant Screen Page Reference Rate and/or that a Benchmark Event has occurred, the Issuer will use, as a substitute for the Screen Page Reference Rate, the alternative reference rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) that is consistent with industry accepted standards, provided that, if the Issuer is unable to determine such an alternative reference rate, the Issuer will as soon as reasonably practicable (and in any event before the Payment Business Day prior to the applicable LIBOR Interest Determination Date) appoint an agent (the **Reference Rate Determination Agent**), which will determine whether a substitute or successor rate, that is substantially comparable to the Screen Page Reference Rate, is available for the purpose of determining the Reference Rate on each LIBOR Interest Determination Date falling on or after the date of such determination. If the Reference Rate Determination Agent determines that there is an industry accepted successor rate, the Reference Rate Determination Agent will notify

the Issuer and, if applicable, the Calculation Agent, of such successor rate to be used, to determine the Interest Rate.

If the Reference Rate Determination Agent or the Issuer, as applicable, has determined a substitute or successor rate in accordance with the foregoing paragraph (such rate, the **Replacement Reference Rate**), for the purpose of determining the Reference Rate on each LIBOR Interest Determination Date falling on or after such determination:

- (i) the Reference Rate Determination Agent or the Issuer, as applicable, will also determine the changes (if any) required to the applicable business day convention, the definition of Payment Business Day, the LIBOR Interest Determination Date, the day count fraction, and any method for obtaining the Replacement Reference Rate, including any adjustment needed to make such Replacement Reference Rate comparable to the Reference Rate, in each case acting in good faith and in a commercially reasonable manner that is consistent with industry-accepted practices for such Replacement Reference Rate;
- (ii) references to the Reference Rate will be deemed to be references to the relevant Replacement Reference Rate, including any alternative method for determining such rate as described in (i) above; and
- (iii) the Issuer will give notice to the holders of the Replacement Reference Rate and of the details described in (i). Such notice will be delivered to Euroclear, Clearstream, Luxembourg, and the bearer of this Certificate or, if that is not possible, it will be published in the Financial Times or in another leading London daily newspaper.

If for any reason a Replacement Reference Rate can not be determined in accordance with (D) above, the Reference Rate for the relevant Interest Period in such case will be equal to the last available Screen Page Reference Rate as determined by the Issuer or the Calculation Agent, as applicable.

The Reference Rate Determination Agent may be (i) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the Specified Currency as appointed by the Issuer; (ii) the Issuer; (iii) an affiliate of the Issuer; or (iv) such other entity that the Issuer in its sole and absolute discretion determines to be competent to carry out such role.

Benchmark Event means, in respect of the Reference Rate any of the following has occurred or will occur:

- (i) Any material disruption to such Reference Rate, any material change in the methodology of calculating the Reference Rate;
- (ii) the permanent or indefinite cancellation or cessation in the provision of such Reference Rate; or
- (iii) a regulator or other official sector entity prohibits the use of such Reference Rate or indicates that its use is subject to restrictions or adverse consequences;

- (ii) the Calculation Agent will, as soon as practicable after 11.00 a.m. (London time) on each LIBOR Interest Determination Date, determine the Rate of Interest and calculate the amount of interest payable (the **Amount of Interest**) for the relevant Interest Period. The Amount of Interest shall be calculated by applying the Rate of Interest to the Principal Amount of one Certificate of each Denomination, multiplying such product by the actual number of days in the Interest Period concerned divided by 360 or, if this Certificate is denominated in Sterling or if market practice so dictates (as determined by the Agent), by 365 and rounding the resulting figure to the nearest amount of the Specified Currency which is available as legal tender in the country of the Specified Currency (with halves being rounded upwards). The determination of the Rate of Interest and the Amount of Interest by the Calculation Agent shall (in the absence of manifest error or fraud) be final and binding upon all parties;
 - (iii) a certificate of the Calculation Agent as to the Rate of Interest payable hereon for any Interest Period shall (in the absence of manifest error) be conclusive and binding as between the Issuer and the bearer hereof;
 - (iv) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an **Interest Period** for the purposes of this paragraph;
 - (v) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be given as soon as practicable after the determination of the Rate of Interest. Such notice will be delivered to Euroclear and Clearstream, Luxembourg or, if that is not possible, it will be published in the *Financial Times* or in another leading London daily newspaper; and
 - (vi) as used above, **London Business Day** means any day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London;
- (b) (i) if this Certificate specifies EURIBOR as the reference rate (the **Reference Rate**), interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date, on the basis of the actual number of days in such Interest Period and a year of 360 days at a rate (the **Rate of Interest**) determined on the following basis:
- (A) on the second TARGET2 Business Day before the beginning of each Interest Period (each a **EURIBOR Interest Determination Date**) the Calculation Agent will determine the European Interbank Offered Rate for deposits in euro for the Interest Period concerned as at 11.00 a.m. (Brussels time) on the EURIBOR Interest Determination Date in question. Such offered rate will be that which appears on Reuters Screen EURIBOR01 Page (or such other page or service as may replace it for the purpose of displaying European Interbank Offered Rates of prime banks in the euro-zone (as defined below) for deposits in euro for a duration approximately equal to the Interest Period) (the **Relevant Screen Page**). The Rate of Interest for such Interest Period shall be the sum of the rate which so appears and the Margin (expressed as a percentage rate per annum) above (if

a positive number) or below (if a negative number) the offered quotation for the Reference Rate which so appears on the Relevant Screen Page (the **Screen Page Reference Rate**), as determined by the Calculation Agent;

- (B) if on any EURIBOR Interest Determination Date for any reason such Screen Page Reference Rate is unavailable, the Calculation Agent will request the principal euro-zone office of each of the Reference Banks (or failing that one of the Reference Banks) to provide its offered quotation to leading banks in the euro-zone interbank market for deposits in euro for a duration approximately equal to the Interest Period concerned as at 11.00 a.m. (Brussels time) on the EURIBOR Interest Determination Date in question. The Rate of Interest for such EURIBOR Interest Period shall be the sum of the rate which so appears and the Margin (expressed as a percentage rate per annum) above (if a positive number) or below (if a negative number) such quotation (if only one is provided) or the arithmetic mean (rounded, if necessary, up to the nearest four decimal places) of such quotations (if two or more are so provided), as determined by the Calculation Agent;
- (C) if the Calculation Agent is unable to determine the Rate of Interest for an Interest Period in accordance with (A) or (B) above, the Rate of Interest for such Interest Period shall be the Rate of Interest in effect for the last preceding Interest Period to which (A) or (B) above shall have applied except if the Issuer determines that the absence of the quotation is due to the permanent discontinuation of the relevant Screen Page Reference Rate and/or that a Benchmark Event has occurred in which case the Reference Rate will be determined in accordance with (D) below; and
- (D) If the Issuer determines at any time prior to any EURIBOR Interest Determination Date, the permanent discontinuation of the relevant Screen Page Reference Rate and/or that a Benchmark Event has occurred, the Issuer or the Calculation Agent, as applicable, will use, as a substitute for the Screen Page Reference Rate, the alternative reference rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) that is consistent with industry accepted standards, provided that, if the Issuer or the Calculation Agent, as applicable, is unable to determine such an alternative reference rate, the Issuer or the Calculation Agent, as applicable, will as soon as reasonably practicable (and in any event before the Payment Business Day prior to the applicable EURIBOR Interest Determination Date) appoint an agent (the **Reference Rate Determination Agent**), which will determine whether a substitute or successor rate, that is substantially comparable to the Screen Page Reference Rate, is available for the purpose of determining the Reference Rate on each EURIBOR Interest Determination Date falling on or after the date of such determination. If the Reference Rate Determination Agent determines that there is an industry accepted successor rate, the Reference Rate Determination Agent will notify the Issuer and, if applicable, the Calculation Agent, of such successor rate to be used, to determine the Interest Rate.

If the Reference Rate Determination Agent, the Issuer or the Calculation Agent, as applicable, has determined a substitute or successor rate in accordance with the foregoing paragraph (such rate, the **Replacement Reference Rate**), for the purpose

of determining the Reference Rate on each EURIBOR Interest Determination Date falling on or after such determination:

- (ii) the Reference Rate Determination Agent, the Issuer or the Calculation Agent as applicable, will also determine the changes (if any) required to the applicable business day convention, the definition of Payment Business Day, the EURIBOR Interest Determination Date, the day count fraction, and any method for obtaining the Replacement Reference Rate, including any adjustment needed to make such Replacement Reference Rate comparable to the Reference Rate, in each case acting in good faith and in a commercially reasonable manner that is consistent with industry-accepted practices for such Replacement Reference Rate;
- (iii) references to the Reference Rate will be deemed to be references to the relevant Replacement Reference Rate, including any alternative method for determining such rate as described in (i) above; and
- (iv) the Issuer will give notice to the holders of the Replacement Reference Rate and of the details described in (i). Such notice will be delivered to Euroclear, Clearstream, Luxembourg, and the bearer of this Certificate or, if that is not possible, it will be published in the Financial Times or in another leading London daily newspaper.

If for any reason a Replacement Reference Rate can not be determined in accordance with (D) above, the Reference Rate for the relevant Interest Period in such case will be equal to the last available Screen Page Reference Rate as determined by the Issuer or the Calculation Agent, as applicable.

The Reference Rate Determination Agent may be (i) a leading bank, broker-dealer or benchmark agent in the principal financial centre of the Specified Currency as appointed by the Issuer or the Calculation Agent, as applicable; (ii) the Issuer; (iii) an affiliate of the Issuer or the Calculation Agent, as applicable; or (iv) such other entity that the Issuer in its sole and absolute discretion determines to be competent to carry out such role.

Benchmark Event means, in respect of the Reference Rate any of the following has occurred or will occur:

- (i) Any material disruption to such Reference Rate, any material change in the methodology of calculating the Reference Rate;
- (ii) the permanent or indefinite cancellation or cessation in the provision of such Reference Rate; or
- (iii) a regulator or other official sector entity prohibits the use of such Reference Rate or indicates that its use is subject to restrictions or adverse consequences;

for the purposes of this Certificate, **euro-zone** means the region comprised of the countries whose lawful currency is the euro;

- (ii) the Calculation Agent will, as soon as practicable after 11.00 a.m. (Brussels time) on each EURIBOR Interest Determination Date, determine the Rate of Interest and calculate the amount of interest payable (the **Amount of Interest**) for the relevant

Interest Period. The Amount of Interest shall be calculated by applying the Rate of Interest to the Principal Amount of one Certificate of each Denomination, multiplying such product by the actual number of days in the Interest Period concerned divided by 360, and rounding the resulting figure to the nearest cent (with halves being rounded upwards). The determination of the Rate of Interest and the Amount of Interest by the Calculation Agent shall (in the absence of manifest error or fraud) be final and binding upon all parties;

- (iii) a certificate of the Calculation Agent as to the Rate of Interest payable hereon for any Interest Period shall (in the absence of manifest error) be conclusive and binding as between the Issuer and the bearer hereof;
 - (iv) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an **Interest Period** for the purposes of this paragraph; and
 - (v) the Issuer will procure that a notice specifying the Rate of Interest payable in respect of each Interest Period be given as soon as practicable after the determination of the Rate of Interest. Such notice will be delivered to Euroclear and Clearstream, Luxembourg or, if that is not possible, it will be published in the *Financial Times* or in another leading London daily newspaper.
- (c) if this Global Certificate specifies EONIA as the Reference Rate, interest shall be payable on the Principal Amount in respect of each successive Interest Period from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date (as defined below), on the basis of the actual number of days in such Interest Period and a year of 360 days at a rate (the **Rate of Interest**) equal to the sum of EONIA and the Margin where:
- (A) **EONIA**, for each day in an Interest Period beginning on, and including, the first day of such Interest Period and ending on, but excluding, the last day of such Interest Period, shall be equal to the overnight rate as calculated by the European Central Bank and appearing on the Reuters Screen EONIA Page in respect of that day at 11.00 a.m. (Brussels time) on the TARGET2 Business Day immediately following such day (each an EONIA Interest Determination Date), as if the Reset Date (as defined in the 2006 ISDA Definitions) was the first day of such Interest Period and the Designated Maturity (as defined in the ISDA Definitions) was the number of months specified on the face of the Global Certificate in relation to the Reference Rate;
 - (B) the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an **Interest Period** for the purposes of this paragraph; and
 - (C) and if, on any EONIA Interest Determination Date, it is not possible to determine the Rate of Interest due to the non-availability of the Reuters

Screen EONIA Page then the Rate of Interest for such Interest Period shall be the Rate of Interest in effect for the last preceding Interest Period.]⁹⁸

- (d) (i) if this Certificate specifies SONIA as the reference rate (the **Reference Rate**), interest shall be payable on the Principal Amount in respect of each successive Interest Period (as defined below) from the Issue Date to the Maturity Date only, in arrear on the relevant Interest Payment Date at a rate (the **Rate of Interest**) equal to Compounded Daily SONIA (as defined below) plus or minus the Margin (if any), subject to the provisions of paragraph (d)(iii) below, as determined by the Calculation Agent.
- (ii) The following definitions shall apply for the purposes of this paragraph:

Compounded Daily SONIA means, with respect to an Interest Period, the rate of return of a daily compound interest investment in Sterling (with the daily Sterling overnight reference rate as the reference rate for the calculation of interest) calculated by the Calculation Agent on the second London Business Day before the beginning of each Interest Period (each a **SONIA Interest Determination Date**) in accordance with the following formula:

$$\left[\prod_{i=1}^{d_0} \left(1 + \frac{\text{SONIA}_{i-\text{pLBD}} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where the resulting percentage will be rounded (if necessary) to the fifth decimal place, with 0.000005 being rounded upwards.

d means, in respect of an Interest Period, the number of calendar days in such Interest Period;

d₀ means, in respect of an Interest Period, the number of London Business Days in the relevant Interest Period;

i means a series of whole numbers from one to d₀, each representing the relevant London Business Days in chronological order from (and including) the first London Business Day in the relevant Interest Period;

the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an **Interest Period**;

Lock-out Period means, in respect of an Interest Period, the period from (and including) the day following the SONIA Interest Determination Date to (but excluding) the Interest Payment Date falling at the end of such Interest Period;

London Business Day means any day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in London;

Lookback Period or **p** means, in respect of an Interest Period where "Lag" is specified as the Observation Method in this Certificate, five London Business Days;

⁹⁸ Include where Certificate bears floating rate interest.

n_i means, in respect of a London Business Day i , the number of calendar days from (and including) such London Business Day i up to (but excluding) the following London Business Day;

Reference Day means each London Business Day in the relevant Interest Period that is not a London Business Day falling in the Lock-out Period;

SONIA i means:

- (A) if "Lag" is specified as the Observation Method in this Certificate, the SONIA Rate in respect of pLBD in respect of the relevant London Business Day i ; or
- (B) if "Lock-out" is specified as the Observation Method in this Certificate:
 - (x) in respect of any London Business Day i that is a Reference Day, the SONIA Rate in respect of the London Business Day immediately preceding such Reference Day; otherwise
 - (y) the SONIA Rate in respect of the London Business Day immediately preceding the SONIA Interest Determination Date for the relevant Interest Period;

SONIA $_{i-pLBD}$ means:

- (A) if "Lag" is specified as the Observation Method in this Certificate, in respect of a London Business Day i , SONIA i in respect of the London Business Day falling p London Business Days prior to such London Business Day i (**pLBD**); or
- (B) if "Lock-out" is specified as the Observation Method in this Certificate, in respect of a London Business Day i , SONIA i in respect of such London Business Day i ; and

SONIA Rate means, in respect of any London Business Day, a reference rate equal to the daily Sterling Overnight Index Average rate for such London Business Day, as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page (or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors) on the London Business Day immediately following such London Business Day.

- (iii) If, in respect of any London Business Day, the SONIA Rate is not available on the Relevant Screen Page (and has not otherwise been published by the relevant authorised distributors), such SONIA Rate shall be:
 - (A) (i) the Bank of England's Bank Rate (the **Bank Rate**) prevailing at the close of business on the relevant London Business Day; plus (ii) the arithmetic mean of the spread of SONIA to the Bank Rate over the previous five days in respect of which SONIA has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads); or
 - (B) if such Bank Rate is not available, the SONIA Rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the immediately preceding London Business Day on which the SONIA Rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors), and

such rate shall be deemed to be the SONIA Rate for such London Business Day.

Notwithstanding the foregoing, in the event of the Bank of England publishing guidance as to (i) how the SONIA Rate is to be determined or (ii) any rate that is to replace the SONIA Rate, the Calculation Agent shall follow such guidance to determine the SONIA Rate for so long as the SONIA Rate is not available or has not been published by the authorised distributors.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions in respect of an Interest Period, the Rate of Interest shall be (i) that determined as at the immediately preceding SONIA Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the immediately preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin in relation to the immediately preceding Interest Period); or (ii) if there is no such preceding SONIA Interest Determination Date, the initial Rate of Interest which would have applied to such Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (subject to the application of the relevant Margin if any).

- (e) If this Certificate specifies [*insert reference rate*] as the reference rate (the **Reference Rate**), then [*insert relevant interest calculation language*].
11. If this Certificate is denominated in euro, the principal amount hereof will be not less than €500,000; if this Certificate is denominated in U.S. Dollars, the principal amount hereof shall be not less than U.S.\$500,000; and if this Certificate is denominated in a currency other than euro or U.S. Dollars, the principal amount hereof shall be not less than €500,000 determined by reference to the relevant spot rate of exchange on the date of the Information Memorandum provided that if the proceeds of this Certificate are accepted in the United Kingdom, subject to the minimum denomination requirement above, the principal amount shall be not less than £100,000 (or the equivalent in any other currency).
12. Instructions for payment must be received at the offices of the Paying Agent referred to above together with this Certificate as follows:
- (a) if this Certificate is denominated in Australian dollars, New Zealand dollars, Hong Kong dollars or Japanese Yen, at least two Business Days prior to the relevant payment date;
 - (b) if this Certificate is denominated in United States dollars, Canadian dollars or Sterling, on or prior to the relevant payment date; and
 - (c) in all other cases, at least one Business Day prior to the relevant payment date.

As used in this paragraph, **Business Day** means:

- (i) a day (other than Saturday or Sunday) on which the offices of the Paying Agent are open for business in the relevant place of presentation; and
- (ii) in the case of payments in euro, a TARGET2 Business Day and, in all other cases, a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre in the country of the above-mentioned Specified Currency.

13. This Certificate shall not be validly issued unless manually authenticated by the Paying Agent as issuing agent.
14. Notwithstanding any provision of this Certificate or any other agreements, arrangements, or understandings between the Issuers and the Guarantor (where applicable) and any holder, and without prejudice to Article 55(1) of the BRRD, by its acquisition of the Certificates each holder (which, for the purposes of this paragraph 14, includes each holder of a beneficial interest in the Certificates) acknowledges, accepts, consents to and agrees to be bound by:
 - (a) the effects of the exercise of the Italian Bail-in Power by the Relevant Authority, which exercise may include and result in any of the following, or some combination thereof: (i) the reduction of all, or a portion, of the principal amount in respect of the Certificates together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; (ii) the conversion of all, or a portion, of the principal amount in respect of the Certificates together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto, into ordinary shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the holder of such shares, securities or obligations), including by means of an amendment, modification or variation of this Certificate; (iii) the cancellation of the Certificates or the principal amount in respect of the Certificates together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; and (iv) the amendment or alteration of the maturity of the Certificates or amendment of the amount of interest payable on the Certificates, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and
 - (b) the variation of this Certificate, as deemed necessary by the Relevant Authority, to give effect to the exercise of the Italian Bail-in Power by the Relevant Authority.

Upon the exercise of the Italian Bail-in Power by the Relevant Authority this Certificate shall remain in full force and effect, save as varied by the Relevant Authority in accordance with this paragraph 14.

BRRD means Directive 2014/59/EU of the European Parliament and of the Council of May 15, 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms, as amended or replaced from time to time.

Italian Bail-in Power means any write-down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in the Republic of Italy, relating to (i) the transposition of the BRRD (in including, but not limited to, Legislative Decrees No. 180/2015 and 181/2015) as amended from time to time; and (ii) the instruments, rules and standards created thereunder, pursuant to which any obligation of a regulated entity (or other affiliate of such regulated entity) can be reduced, cancelled, modified, or converted into shares, other securities, or other obligations of such regulated entity or any other person (or suspended for a temporary period).

Relevant Authority means (i) in respect of Italy, any issuer, the Bank of Italy or other governmental authority in Italy (or other country in which the Issuer is then domiciled) or in the European Union having primary responsibility for the prudential oversight and supervision of the Issuer; (ii) in respect of Ireland, the Central Bank of Ireland and/or any other authority in Ireland or in the European Union entitled to exercise or participate in the exercise of the Irish Bail-in Power from time to time; and (iii) in respect of Luxembourg, the *Commission de Surveillance du Secteur Financier*, acting in its capacity as resolution authority within the meaning of Article 3(1) of BRRD, the Single Resolution Board established pursuant to the SRM Regulation, and/or any other authority

in Luxembourg or in the European Union entitled to exercise or participate in the exercise of the Luxembourg Bail-in Power from time to time.

SRM Regulation means Regulation (EU) No.806/2014 of the European Parliament and of the Council of 15 July 2014, establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of the Single Supervisory Mechanism and the Single Resolution Fund and amending Regulation (EU) No. 1093/2010, as amended or replaced from time to time.

15. Notwithstanding any provision of this Certificate or any other agreements, arrangements, or understandings between the Issuers and the Guarantor (where applicable) and any holder, and without prejudice to Article 55(1) of the BRRD, by its acquisition of the Certificates each holder (which, for the purposes of this paragraph 15, includes each holder of a beneficial interest in the Certificates) acknowledges, accepts, consents to and agrees to be bound by:
- (a) the effects of the exercise of the Irish Bail-in Power by the Relevant Authority, which exercise may include and result in any of the following, or some combination thereof: (i) the reduction of all, or a portion, of the principal amount in respect of the Certificates together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; (ii) the conversion of all, or a portion, of the principal amount in respect of the Certificates together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto, into ordinary shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the holder of such shares, securities or obligations), including by means of an amendment, modification or variation of this Certificate; (iii) the cancellation of the Certificates or the principal amount in respect of the Certificates together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; and (iv) the amendment or alteration of the maturity of the Certificates or amendment of the amount of interest payable on the Certificates, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and
 - (b) the variation of this Certificate, as deemed necessary by the Relevant Authority, to give effect to the exercise of the Irish Bail-in Power by the Relevant Authority.

Upon the exercise of the Irish Bail-in Power by the Relevant Authority this Certificate shall remain in full force and effect, save as varied by the Relevant Authority in accordance with this paragraph 15.

Irish Bail-in Power means any write-down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in Ireland:

- (i) relating to the transposition of BRRD, including but not limited to the European Union (Bank Recovery and Resolution) Regulations 2015 as amended or replaced from time to time (the **BRRD Irish Regulations**) and the instruments rules and standards created thereunder; and
- (ii) constituting or relating to the SRM Regulation and the instruments rules and standards created thereunder,

in each case, pursuant to which any obligation of a regulated entity (or other affiliate of such regulated entity) can be reduced (including to zero), cancelled, modified or converted into shares, other securities, or other obligations of such regulated entity or any other person (or suspended for a

temporary period). For this purpose, a reference to a "regulated entity" is to any entity to which for the purposes of (i) above, the BRRD Irish Regulation apply and, for the purposes of (ii) above, the SRM Regulation applies, which in each case includes certain credit institutions, investment firms and certain of their parent or holding companies.

16. Notwithstanding any provision of this Certificate or any other agreements, arrangements, or understandings between the Issuers and the Guarantor (where applicable) and any holder, and without prejudice to Article 55(1) of the BRRD, by its acquisition of the Certificates each holder (which, for the purposes of this paragraph 16, includes each holder of a beneficial interest in the Certificates) acknowledges, accepts, consents to and agrees to be bound by:
- (a) the effects of the exercise of the **Luxembourg Bail-in Power** by the Relevant Authority, which exercise may include and result in any of the following, or some combination thereof: (i) the reduction of all, or a portion, of the principal amount in respect of the Certificates together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; (ii) the conversion of all, or a portion, of the principal amount in respect of the Certificates together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto, into ordinary shares, other securities or other obligations of the Issuer or another person (and the issue to or conferral on the holder of such shares, securities or obligations), including by means of an amendment, modification or variation of this Certificate; (iii) the cancellation of the Certificates or the principal amount in respect of the Certificates together with any accrued but unpaid interest due thereon and any additional amounts (if any) due in relation thereto; and (iv) the amendment or alteration of the maturity of the Certificates or amendment of the amount of interest payable on the Certificates, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and
 - (b) the variation of this Certificate, as deemed necessary by the Relevant Authority, to give effect to the exercise of the Luxembourg Bail-in Power by the Relevant Authority.

Upon the exercise of the Luxembourg Bail-in Power by the Relevant Authority this Certificate shall remain in full force and effect, save as varied by the Relevant Authority in accordance with this paragraph 16.

Luxembourg Bail-in Power means any write-down, conversion, transfer, modification, or suspension power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in Luxembourg, (i) relating to the transposition of the BRRD (including, but not limited to, the Luxembourg law of 18 December 2015 *relative aux mesures de résolution, d'assainissement et de liquidation des établissements de crédit et de certaines entreprises d'investissement ainsi qu'aux systèmes de garantie des dépôts et d'indemnisation des investisseurs*, as amended from time to time (the **Luxembourg BRRD Law**), (ii) relating to the SRM Regulation or (iii) otherwise arising under Luxembourg law and (iv) in each case, the instruments, rules and standards created thereunder, pursuant to which any obligation of a regulated entity or other affiliate of such regulated entity) can be reduced, cancelled, modified, or converted into shares, other securities, or other obligations of such regulated entity or any other person (or suspended for a temporary period) and any right in a contract governing an obligation of a regulated entity may be deemed to have been exercised. For this purpose, a reference to a "regulated entity" is to any institution or entity (which includes certain credit institutions, investment firms, and certain of their group companies) referred to in points (1), (2), (3) or (4) of Article 2(1) of the Luxembourg BRRD Law, and with respect to the SRM Regulation to any entity referred to in Article 2 of the SRM Regulation.

17. This Certificate and any non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

The English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with this Certificate (including a dispute regarding the existence, validity or termination of this Certificate). The parties to this Certificate agree that the English courts are the most appropriate and convenient courts to settle any such dispute and accordingly no such party will argue to the contrary.

The Issuer irrevocably appoints Intesa Sanpaolo S.p.A., London Branch at 90 Queen Street, London EC4N 1SA as its agent for service of process in any proceedings before the English courts in connection with this Certificate. If any person appointed as process agent is unable for any reason to act as agent for service of process, the Issuer will appoint another agent, and failing such appointment within 15 days, the bearer shall be entitled to appoint such a person by written notice addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Paying Agent. The Issuer agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings. This paragraph 17 does not affect any other method of service allowed by law.

The Issuer irrevocably and unconditionally agrees not to claim any immunity from proceedings brought by the bearer against it in relation to this Certificate and to ensure that no such claim is made on its behalf, consents generally to the giving of any relief or the issue of any process in connection with those proceedings, and waives all rights of immunity in respect of it or its assets.

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

IN WITNESS whereof the Issuer has caused this Certificate to be duly executed on its behalf.

EITHER [INTESA SANPAOLO BANK IRELAND P.L.C.

By:]

OR

[INTESA SANPAOLO BANK LUXEMBOURG, ***SOCIÉTÉ ANONYME***

By

By:

Title:

Title:]

AUTHENTICATED by
**THE BANK OF NEW YORK MELLON,
LONDON BRANCH**

without recourse, warranty or liability and for authentication purposes only

By: _____
(*Authorised Signatory*)

This Certificate has not been and will not be registered under the U.S. Securities Act of 1933 (the Securities Act) and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons except in certain transactions which are exempt from the registration requirements

under the Securities Act. Terms used in this paragraph have the same meanings given to them by Regulation S under the Securities Act. No action has been taken to satisfy any requirements for any offer or sale of this Certificate in the Republic of Italy. Therefore, any offer or sale or the distribution of any offering material or document in Italy unless conducted in accordance with Italian law and regulations may constitute a breach thereof. No invitation or sale may be made to residents of Ireland to subscribe for this Certificate.

[SCHEDULE TO FORM OF MULTI CURRENCY CERTIFICATE OF DEPOSIT]⁹⁹

PAYMENTS OF INTEREST

The following payments of interest in respect of this Certificate have been made:

Date Made	Payment From	Payment To	Amount Paid	Notation on behalf of Paying Agent
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

IN WITNESS whereof the parties have executed these presents the day and year first above written.

⁹⁹ Include Schedule where Certificate is interest bearing

FORM OF CONTRACTUAL TERMS

The Securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the Securities Act) and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons. Terms used above have the meanings given to them by Regulation S under the Securities Act.

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS - The Instruments are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); (ii) a customer within the meaning of Directive (EU) 2016/97 (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 **PRIIPs Regulation**) for offering or selling the Instruments or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Instruments or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPS Regulation.]¹⁰⁰

MIFID II product governance 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.

**[INTESA SANPAOLO BANK IRELAND p.l.c./INTESA SANPAOLO BANK LUXEMBOURG,
SOCIÉTÉ ANONYME] (the Issuer)
(Incorporated in [Ireland/Luxembourg])**

Guarantor: Intesa Sanpaolo S.p.A.

No:	Series No.:
Issued on:	Maturity Date ¹⁰¹ :
Specified Currency:	Denomination:
Principal Amount: (<i>words and figures if a Sterling Certificate</i>)	Interest Basis: [Fixed Rate] [Floating Rate] [Discounted]
Interest Rate ¹⁰² : [] per cent. per annum	Margin ¹⁰³ :
Calculation Agent ¹⁰⁴ :	Reference Banks ^{105/103} :
Interest Payment Dates ¹⁰⁶ :	Reference Rate ¹⁰⁷ : [●] months LIBOR/EURIBOR/EONIA/SONIA/€STR [<i>specify</i>]

¹⁰⁰ Legend to be included if the Instruments potentially constitute “packaged” products or the issuer wishes to prohibit offers to EEA retail investors for any other reason, in which case the selling restriction should be specified to be “Applicable”.

¹⁰¹ Not to exceed 364 days from the Issue Date.

¹⁰² Complete for fixed rate interest bearing Instruments only.

¹⁰³ Complete for floating rate Instruments only.

¹⁰⁴ Complete for floating rate Instruments only.

¹⁰⁵ Complete for floating rate Instruments only.

¹⁰⁶ Complete for interest bearing Instruments if interest is payable before the Maturity Date.

¹⁰⁷ Delete/complete as appropriate. The Reference Rate shall be LIBOR, SONIA or any Reference Rate agreed between the Issuer and the relevant dealer unless the Instrument is denominated in euro and the Issuer and the relevant Dealer agrees that EURIBOR or EONIA or €STR should be used instead.

Observation Method: *other reference rate*
 Relevant Screen Page: Lag/Lock-out¹⁰⁸
 Interest Commencement Date¹¹⁰: [specify]¹⁰⁹
 Early Redemption at the option of the holder of the Instrument: [Yes/No] Optional Redemption Date(s) (Put):¹¹¹
 Optional Redemption Amount (Put):¹¹²
 Notice period:¹¹³ Minimum period: [5¹¹⁴/15¹¹⁵] business days
 Maximum period: [●] days
 NGN form: [Yes/No]
 Intended to be held in a manner which would allow Eurosystem eligibility: [Yes/No]

[Yes. Note that the designation "yes" simply means that the Notes/Certificates of Deposit are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes/Certificates of Deposit will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.] /

[No. Whilst the designation is specified as "no" at the date of these Contractual Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes/Certificates of Deposit are capable of meeting them the Notes/Certificates of Deposit may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes/Certificates of Deposit will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem

¹⁰⁸ Complete for Floating Rate CDs where the reference rate is SONIA.
¹⁰⁹ Complete for Floating Rate CDs where the reference rate is SONIA or if otherwise applicable.
¹¹⁰ Complete for interest bearing Yen denominated Instruments only.
¹¹¹ Complete for Instruments which are subject to early redemption at the option of the holder of the Instrument.
¹¹² Complete for Instruments which are subject to early redemption at the option of the holder of the Instrument.
¹¹³ Complete for Instruments which are subject to early redemption at the option of the holder of the Instrument.
¹¹⁴ Minimum notice period required by Euroclear for the Put Option.
¹¹⁵ Minimum notice period required by Clearstream for the Put Option.

eligibility criteria have been met.]]

Prohibition of Sales to EEA Retail Investors:

[Applicable/Not Applicable]

(Where agreed that the Instruments clearly do not constitute "packaged" products, "Not Applicable" should be specified. If the Instruments may constitute 'packaged' products, "Applicable" should be specified.)

Listing and Admission to Trading

Listing and admission to trading:

[Application has been made by the Issuer (or on its behalf) to [Euronext Dublin/other (specify)] for the [Notes/Certificates of Deposit] to be admitted to [the Official List and to] trading on its regulated market with effect from []]

Estimate of total expenses of admission to trading:

euro []

Ratings

Ratings:

The [Notes/Certificates of Deposit] to be issued have been rated:

[S&P: []]

[Moody's: []]

[Fitch: []]

[DBRS: []]

Yield

Indication of yield [fixed rate Notes/Certificates of Deposit only]:

[]

The yield is calculated at the Issue Date on the basis of the issue price. It is not an indication of future yield.

Operational Information

Clearing System(s)

[Euroclear, Clearstream Luxembourg, other (specify)]

ISIN:

[]

Common Code:

[]

Interests of Natural and Legal Persons involved in the Issue

Save for any fees payable to the relevant Dealer, so far as the Issuer is aware, no person involved in the issue of the [Notes/Certificates] has an interest material to the offer [amend accordingly if there are material interests].

Contractual Terms

These Contractual Terms comprise the contractual terms required to list and have admitted to trading the issue of [Notes/Certificates of Deposit] described herein pursuant to the euro 30,000,000,000 Guaranteed Euro-Commercial Paper and Certificate of Deposit Programme (as may be amended from time to time) (the **Programme**) of Intesa Sanpaolo Bank Ireland p.l.c. and Intesa Sanpaolo Bank Luxembourg, *société anonyme*.

Additional Information

These Contractual Terms should be read in conjunction with the Information Memorandum (the **Information Memorandum**) dated 14 January 2020 (as may be amended, supplemented and/or replaced from time to time) which constitutes listing particulars for the purposes of giving information with regard to the issue of [Notes/Certificates of Deposit] under the Programme for a period of twelve months after the date of the Information Memorandum. Full information on the Issuer, the Guarantor and the offer of the [Notes/Certificates of Deposit] is only available on the basis of the combination of these Contractual Terms, the Global [Notes/Certificates of Deposit] and the Information Memorandum. The Information Memorandum is available for viewing at [address] and [website] and copies may be obtained from [address].

Responsibility

The Issuer and Guarantor accept responsibility for the information contained herein.

FORM OF GUARANTEE FOR THE INSTRUMENTS

Text of Guarantee for the Notes

1. The Guarantee
 - 1.1 The Guarantor hereby:
 - 1.1.1 irrevocably and unconditionally guarantees to the Holder from time to time of each Note the due and punctual payment of any sum or sums from time to time due from the Issuer under such Note up to the Maximum Amount of the Programme and agrees to pay on demand of such Holder any sum or sums which the Issuer is liable to pay under the terms of such Note and which is not duly and punctually paid by the Issuer in accordance with the terms thereof; and
 - 1.1.2 agrees as a sole, original and independent obligor to indemnify the Holder of each Note on demand by such Holder for and against any loss incurred by such Holder as a direct result of any of the obligations of the Issuer under such Note being or becoming void, voidable or unenforceable for any reason whatsoever, whether or not known to the Holder, the amount of such loss being the amount which the Holder would otherwise have been entitled to recover from the Issuer under such Note.
 - 1.2 The obligations of the Guarantor contained herein are to be continuing obligations which:
 - 1.2.1 shall continue in full force and effect irrespective of the legality, validity or enforceability of any provision of any Note and notwithstanding the bankruptcy, insolvency, reorganisation, arrangement, readjustment of debt, dissolution or liquidation of the Issuer or any change in its status, function, control or ownership;
 - 1.2.2 shall not be satisfied by any intermediate payment or satisfaction of any part of any sum or sums of money owed by the Issuer hereunder;
 - 1.2.3 shall remain in operation until all monies owing under each Note have been paid in full; and
 - 1.2.4 shall be in addition to and not in substitution for or in derogation of any other security in respect of the obligations of the Issuer under any Note.
 - 1.3 The obligations of the Guarantor contained herein rank and will rank at least pari passu with all present and future unsecured and unsubordinated obligations of the Guarantor other than obligations mandatorily preferred by law applying to companies generally.
 - 1.4 The obligations of the Guarantor contained herein shall be primary obligations and debts of the Guarantor and accordingly no Holder of any Note shall be obliged, before enforcing such obligations, to make any demand of the Issuer or to take proceedings or obtain judgment against the Issuer.
 - 1.5 The Guarantor agrees that its obligations hereunder shall not be in any way discharged or impaired by any forbearance (whether as to payment or otherwise) or any time or other indulgence given to the Issuer in relation to all or any of its obligations under any Note or by any act, thing, omission or means which, but for this provision, would or might constitute a legal or equitable discharge or defence of a guarantor.

- 1.6 The Guarantor agrees that, so long as any sums are owed by the Issuer under any Note, any rights which the Guarantor may at any time by reason of performance by the Guarantor of its obligations under this Guarantee, have to be indemnified by the Issuer shall not be exercised by the Guarantor, and that if and so long as any sums owed by the Issuer under any Note are due and payable but remain unpaid it shall hold any monies at any time received by it as a result of the exercise of any such rights for and on behalf of and to the order of the Holder of such Note (and if more than one rateably) for application in or towards payment of any sums at any time so owed by the Issuer thereunder.
- 1.7 A certificate delivered by the Holder certifying the amount due from the Issuer under any Note as at the date of such certificate shall in the absence of manifest error be *prima facie* evidence of the amount due from the Guarantor hereunder in relation to such Note.
- 1.8 Any discharge given to the Guarantor in respect of its obligations hereunder shall be, and shall be deemed always to have been, void if any act on the basis of which that discharge were given is subsequently avoided by or pursuant to any provision of law.

Text of Guarantee for the Certificates of Deposit

1. The Guarantee
 - 1.1 The Guarantor hereby:
 - 1.1.1 irrevocably and unconditionally guarantees to the Holder from time to time of each CD the due and punctual payment of any sum or sums from time to time due from the Issuer under such CD up to the Maximum Amount of the Programme and agrees to pay on demand of such Holder any sum or sums which the Issuer is liable to pay under the terms of such CD and which is not duly and punctually paid by the Issuer in accordance with the terms thereof; and
 - 1.1.2 agrees as a sole, original and independent obligor to indemnify the Holder of each CD on demand by such Holder for and against any loss incurred by such Holder as a direct result of any of the obligations of the Issuer under such CD being or becoming void, voidable or unenforceable for any reason whatsoever, whether or not known to the Holder, the amount of such loss being the amount which the Holder would otherwise have been entitled to recover from the Issuer under such CD.
 - 1.2 The obligations of the Guarantor contained herein are to be continuing obligations which:
 - 1.2.1 shall continue in full force and effect irrespective of the legality, validity or enforceability of any provision of any CD and notwithstanding the bankruptcy, insolvency, reorganisation, arrangement, readjustment of debt, dissolution or liquidation of the Issuer or any change in its status, function, control or ownership;
 - 1.2.2 shall not be satisfied by any intermediate payment or satisfaction of any part of any sum or sums of money owed by the Issuer hereunder;
 - 1.2.3 shall remain in operation until all monies owing under each CD have been paid in full; and
 - 1.2.4 shall be in addition to and not in substitution for or in derogation of any other security in respect of the obligations of the Issuer under any CD.

- 1.3 The obligations of the Guarantor contained herein rank and will rank at least pari passu with all present and future unsecured and unsubordinated obligations of the Guarantor other than obligations mandatorily preferred by law applying to companies generally.
- 1.4 The obligations of the Guarantor contained herein shall be primary obligations and debts of the Guarantor and accordingly no Holder of any CD shall be obliged, before enforcing such obligations, to make any demand of the Issuer or to take proceedings or obtain judgment against the Issuer.
- 1.5 The Guarantor agrees that its obligations hereunder shall not be in any way discharged or impaired by any forbearance (whether as to payment or otherwise) or any time or other indulgence given to the Issuer in relation to all or any of its obligations under any CD or by any act, thing, omission or means which, but for this provision, would or might constitute a legal or equitable discharge or defence of a guarantor.
- 1.6 The Guarantor agrees that, so long as any sums are owed by the Issuer under any CD, any rights which the Guarantor may at any time, by reason of performance by the Guarantor of its obligations under this Guarantee, have to be indemnified by the Issuer shall not be exercised by the Guarantor, and that if and so long as any sums owed by the Issuer under any CD are due and payable but remain unpaid it shall hold any monies at any time received by it as a result of the exercise of any such rights for and on behalf of and to the order of the Holder of such CD (and if more than one rateably) for application in or towards payment of any sums at any time so owed by the Issuer thereunder.
- 1.7 A certificate delivered by the Holder certifying the amount due from the Issuer under any CD as at the date of such certificate shall in the absence of manifest error be *prima facie* evidence of the amount due from the Guarantor hereunder in relation to such CD.
- 1.8 Any discharge given to the Guarantor in respect of its obligations hereunder shall be, and shall be deemed always to have been, void if any act on the basis of which that discharge were given is subsequently avoided by or pursuant to any provision of law.

SELLING RESTRICTIONS

General

No action has been taken in any jurisdiction by the Issuers, the Guarantor, the Arrangers or the Dealers that would permit a public offering of the Instruments, or possession or distribution of the Information Memorandum or any other offering material, in any country or jurisdiction where action for that purpose is required.

Each Dealer has represented and agreed (and each further Dealer appointed under the Programme will be required to further represent and agree) that it will only acquire Instruments for the purpose of resale and that it will observe all applicable laws and regulations in any jurisdiction in which it may offer, sell, or deliver Instruments and it will not directly or indirectly offer, sell, resell, reoffer or deliver Instruments or distribute any document, circular, advertisement or other offering material in any country or jurisdiction except under circumstances that will result, to the best of its knowledge and belief, in compliance with all applicable laws and regulations and none of the Issuers, the Guarantor or any of the other Dealers shall have any responsibility therefor. None of the Issuers, the Guarantor or any of the other Dealers represents that the Instruments may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale. Persons into whose hands this Information Memorandum comes are required by the Issuers, the Guarantor and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in which they purchase, offer, sell or deliver Instruments or possess, distribute or publish this Information Memorandum or any other offering material relating to the Instruments, in all cases at their own expense.

United States of America

The Instruments and the Guarantee have not been and will not be registered under the United States Securities Act of 1933, as amended (the **Securities Act**) and the Instruments and the Guarantee, if applicable, may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (other than a distributor) and except in transactions exempt from the registration requirements of the Securities Act. Each Dealer has represented and agreed that it has offered and sold, and will offer and sell, Instruments and the Guarantee only outside the United States to non-U.S. persons in accordance with Rule 903 of Regulation S under the Securities Act (**Regulation S**). Accordingly, each Dealer has represented and agreed (and each further Dealer appointed under the Programme will be required to further represent and agree) that neither it, nor its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts in the United States with respect to the Instruments and the Guarantee, and that it and they have complied and will comply with the offering restrictions requirements of Regulation S. Each Dealer has also agreed that, at or prior to confirmation of sale of Instruments and the Guarantee, it will have sent to each distributor, dealer or person receiving a selling commission, fee or other remuneration that purchases Instruments from it a confirmation or notice to substantially the following effect:

"The Securities covered hereby have not been registered under the United States Securities Act of 1933, as amended (the **Securities Act**) and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons. Terms used above have the meanings given to them by Regulation S under the Securities Act."

Terms used in this paragraph have the meanings given to them by Regulation S.

Prohibition of Sales to EEA Retail Investors

Unless the Contractual Terms in respect of any Instrument specifies the “Prohibition of Sales to EEA Retail Investors” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Instruments which are the subject of the offering contemplated by the Information Memorandum as completed by the Contractual Terms in relation thereto to any retail investor in the European Economic Area (**EEA**). For the purposes of this provision:

- (a) the expression **retail investor** means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); or
 - (ii) a customer within the meaning of Directive (EU) 2016/97 (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II;
- (b) the expression an **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes.

The United Kingdom

Each Dealer has represented and agreed (and each further Dealer appointed under the Programme will be required to further represent and agree) that:

- (a) in relation to any Instrument which has a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell the Instruments other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Instruments would otherwise constitute a contravention of Section 19 of the FSMA by the relevant Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the Instruments in circumstances in which Section 21(1) of the FSMA does not apply to the relevant Issuer or the Guarantor, if the Issuers or the Guarantor were not an authorised person; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Instruments in, from or otherwise involving the United Kingdom.

Republic of Italy

The offering of the Notes and CDs has not been registered pursuant to Italian securities legislation and, accordingly, each of the Dealers has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it will not offer, sell or deliver Notes or CDs or distribute copies of the Information Memorandum or of any other document relating to the Notes or the CDs in the Republic of Italy, except:

- (a) to qualified investors (*investitori qualificati*), as defined pursuant to Article 2 of Regulation (EU) No. 1129 of 14 June 2017 (the **PD Regulation**) and any applicable provision of Legislative Decree

No. 58 of 24 February 1998, as amended (the **Financial Services Act**) and/or Italian CONSOB regulations; or

- (b) in other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the PD Regulation, Article 34-ter of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time, and the applicable Italian laws.

In addition, each of the Dealers has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that any offer, sale or delivery of the Notes and the CDs or distribution of copies of this Information Memorandum or any other document relating to the Notes or the CDs in the Republic of Italy under (a) or (b) above must:

- (i) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the **Banking Act**); and
- (ii) comply with any other applicable laws and regulation or requirement imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable to the Dealers, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

Ireland

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:

- (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 Instruments to persons who are persons to whom the document may otherwise lawfully be issued or passed on;
- (b) it will not underwrite the issue of, or place, the Instruments 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;
- (c) it will not underwrite the issue of, or place, the Instruments, otherwise than in conformity with the provisions of the Irish Central Banks Acts 1942 to 2018 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;
- (d) it will not underwrite the issue of, place, or otherwise act in Ireland in respect of the Instruments, 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
- (e) in connection with offers for sale of any Instrument that is not listed on any stock exchange, it will not offer, sell or deliver any such Instrument to any person in a denomination of less than €500,000 if the relevant Instrument 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 Instruments must be cleared through a recognised clearing system.

The Grand Duchy of Luxembourg

In addition to the cases described above under “Prohibition of Sales to EEA Retail Investors” each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Instruments which are the subject of the offering contemplated by this Programme as completed by the Contractual Terms in relation thereto to the public in Luxembourg, except that it may make an offer of such Instruments to the public in Luxembourg:

- (a) if the Contractual Terms in relation to the Instruments specify that an offer of those Instruments may be made other than pursuant to article 17(2) of the Prospectus Act 2019 in Luxembourg (a **Non-exempt Offer**), following the date of publication of a simplified prospectus (*prospectus allégé*) in relation to such Instruments (the **Prospectus**) which has been approved by the *Commission de surveillance du secteur financier* (the **CSSF**), as competent authority in Luxembourg under Part III of the Prospectus Act 2019;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus Act 2019;
- (c) at any time, to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Act 2019) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuers for any such offer; or
- (d) at any time, in any other circumstances falling within article 17(2) of the Prospectus Act 2019,

provided that no such offer of Instruments (having a maturity date of less than twelve months) referred to in (b) to (d) above shall require the Issuers or any Dealer to publish a prospectus pursuant to article 23 of the Prospectus Act 2019 or to supplement a prospectus pursuant to article 30 of the Prospectus Act 2019.

For the purposes of this provision, the expression an “**offer of Instruments to the public**” in relation to any Instrument in Luxembourg means the communication in any form and by any means of sufficient information on the terms of the offer and the Instrument to be offered so as to enable an investor to decide to purchase or subscribe to these Instruments and “**Prospectus Act 2019**” means the Luxembourg act dated 16 July 2019 on prospectus for securities. .

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