

**THE PRODUCT MAY BE SOLD TO MIFID PROFESSIONAL CLIENTS/QUALIFIED INVESTORS ONLY**

**Terms and Conditions**

dated 15 September 2025

UniCredit S.p.A.

**Tracker on UC Corporate Bond Euro All Maturity Strategy  
(ISIN IT0005653818)**

These Terms and Conditions must be read in conjunction with the Strategy Description annexed as Annex 1.

**The Strategy Sponsor is managing the Strategy in accordance with the Strategy Description in its sole responsibility and discretion. The role of the Issuer is limited to providing the Security Holders with exposure to a synthetic portfolio of assets initially equal to the amount of the Issue Price to which the proprietary investment strategy (which is not known in detail to or influenced or controlled by the Issuer) is applied by the Strategy Sponsor. Therefore, the Issuer assumes no responsibility with respect to (i) the suitability and ability of the Strategy Sponsor to manage the Strategy, (ii) the appropriateness of the Strategy to achieve the Strategy Purpose (as described in the Strategy Description) and (iii) the compliance of the Strategy Sponsor with the Strategy Description.**

**PART A – GENERAL CONDITIONS OF THE SECURITIES**  
**(the "General Conditions")**

**§ 1**  
**Form, Book Entry, Clearing System**

- (1) *Form:* This tranche (the "**Tranche**") of securities (the "**Securities**") of UniCredit S.p.A. (the "**Issuer**") will be issued as certificates in dematerialized registered form pursuant to the Terms and Conditions in the Specified Currency.
- (2) *Book Entry:* The Securities are registered in the books of the Clearing System, in accordance with the Legislative Decree no. 58 of 24 February 1998, as amended (*Testo Unico della Finanza, "Consolidated Law on Financial Intermediation"*) and with the rules governing central depositories, settlement services, guarantee systems and related management companies, issued by the Bank of Italy and by the Italian securities regulator 'Commissione Nazionale per le Società e la Borsa' (CONSOB) on 22 February 2008, as amended. No physical document of title will be issued to represent the Securities, without prejudice to the right of the Security Holder to obtain the issuance of the certification as per Sections 83-*quinquies* and 83-*novies*, paragraph 1, lett. b) of the Consolidated Law on Financial Intermediation. The transfer of the Securities operates by way of registration on the relevant accounts opened with the Clearing System by any intermediary adhering, directly or indirectly, to the Clearing System ("**Account Holders**"). As a consequence, the respective Security Holder who from time to time is the owner of the account held with an Account Holder will be considered as the legitimate owner of the Securities and will be authorised to exercise all rights related to them, in accordance with the Terms and Conditions of the Securities and applicable provisions of law.

**§ 2**

**Principal Paying Agent, Paying Agent, Calculation Agent**

- (1) *Paying Agents:* The "**Principal Paying Agent**" is UniCredit S.p.A., Piazza Gae Aulenti 3 - Tower A - 20154 Milan, Italy. The Issuer may appoint additional paying agents (the "**Paying Agents**") and revoke such appointment. The appointment and revocation shall be published pursuant to § 6 of the General Conditions.
- (2) *Calculation Agent:* The "**Calculation Agent**" is UniCredit Bank GmbH, Arabellastraße 12, 81925 Munich.
- (3) *Transfer of functions:* Should any event occur which results in the Principal Paying Agent or Calculation Agent being unable to continue in its function as Principal Paying Agent or Calculation Agent, the Issuer is obliged to appoint another bank of international standing as Principal Paying Agent or another person or institution with the relevant expertise as Calculation Agent. Any such transfer of the functions of the Principal Paying Agent or Calculation Agent shall be notified by the Issuer without undue delay pursuant to § 6 of the General Conditions.
- (4) *Agents of the Issuer:* In connection with the Securities, the Principal Paying Agent, the Paying Agents and the Calculation Agent act solely on behalf of the Issuer and do not assume any obligations towards or relationship of mandate or trust for or with any of the Security Holders. For the avoidance of doubt, Section 1395 of the Italian Civil Code (Codice Civile, "**CC**") shall not apply in respect of any acts of the Principal Paying Agent.

### § 3

#### Taxes

*No gross up:* Payments in respect of the Securities shall only be made after deduction and withholding of current or future taxes, to the extent that such deduction or withholding is required by law. In this regard the term "**Taxes**" includes taxes, levies or governmental charges, regardless of their nature, which are imposed, levied or collected under any applicable system of law or in any country which claims fiscal jurisdiction by or for the account of any political subdivision thereof or government agency therein authorised to levy Taxes, including a withholding tax pursuant to Section 871(m) of the United States Internal Revenue Code of 1986 ("**871(m) Withholding Tax**").

The Issuer shall in any case be entitled to take into consideration the 871(m) Withholding Tax by applying the maximum tax rate as a flat rate (plus value added tax, if applicable). In no case is the Issuer obliged to compensate with respect to any Taxes deducted or withheld.

The Issuer shall report on the deducted and withheld Taxes to the competent government agencies, except, these obligations are imposed upon any other person involved, subject to the legal and contractual requirements of the respective applicable tax rules.

### § 4

#### Status

The obligations of the Issuer under the Securities constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer, ranking (subject to any obligations preferred by any applicable law (also subject to the bail-in instruments as implemented under Italian law)) pari passu with all other unsecured obligations (other than obligations ranking junior to the senior notes from time to time (including non-preferred senior notes and any further obligations permitted by law to rank junior to the senior notes following the Issue Date), if any) of the Issuer, present and future and, in the case of the senior notes, pari passu and rateably without any preference among themselves.

### § 5

#### Substitution of the Issuer

(1) The Issuer may without the consent of the Security Holders, if no payment of principal or interest on any of the Securities is in default, at any time substitute the Issuer for any Affiliate of the Issuer as principal debtor in respect of all obligations of the Issuer under the Securities (the "**New Issuer**"), provided that

- (a) the New Issuer assumes all obligations of the Issuer in respect of the Securities,
- (b) the Issuer and the New Issuer have obtained all necessary authorisations and may transfer to the Principal Paying Agent in the currency required hereunder and without being obligated to deduct or withhold taxes or other duties of whatever nature levied by the country, in which the New Issuer or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Securities,
- (c) the New Issuer has agreed to indemnify and hold harmless each Security Holder against any tax, duty or other governmental charge imposed on such Security Holder in respect of such substitution and

(d) the Issuer guarantees proper payment of the amounts due under the Terms and Conditions.

For purposes of this § 5 (1) "**Affiliate**" means a company controlling, controlled by, or under common control with, the Issuer, provided that the term "controlled" ("*controllate*") shall have the meaning ascribed to it in Section 93 of the Consolidated Law on Financial Intermediation and the terms "controlling" and "common control" shall be interpreted accordingly.

(2) *Notice:* Any such substitution shall be notified in accordance with § 6 of the General Conditions.

(3) *References:* In the event of any such substitution, any reference in the Terms and Conditions to the Issuer shall be deemed to refer to the New Issuer. Furthermore, any reference to the country, in which the Issuer is domiciled or resident for taxation purposes shall be deemed to refer to the country of domicile or residence for taxation purposes of the New Issuer.

## § 6

### Notices

(1) To the extent the Terms and Conditions provide for a notice pursuant to this § 6, these will be published on the Website of the Issuer (or another website communicated by the Issuer with at least six weeks advance notice in accordance with these provisions) and become effective vis-à-vis the Security Holders through such publication unless the notice provides for a later effective date. If and to the extent that binding provisions of effective law or stock exchange provisions provide for other forms of publication, such publications must be made in addition and as provided for.

Other publications with regard to the Securities are published on the Website of the Issuer (or any successor website, which is notified by the Issuer in accordance with the above paragraph).

(2) In addition, the Issuer may deliver all notices concerning the Securities to the Clearing System for communication by the Clearing System to the Security Holders. Any such notice shall be deemed to have been given to the Security Holders on the seventh day after the day on which the said notice was given to the Clearing System.

For the avoidance of doubt, any notice published on the Website of the Issuer which has become effective shall prevail the notice via the Clearing System.

## § 7

### Issuance of additional Securities, Repurchase

(1) *Issuance of additional Securities:* The Issuer reserves the right from time to time without the consent of the Security Holders to issue additional Securities with identical terms and conditions (except for the issue date and the issue price), so that the same shall be consolidated and form a single series (the "**Series**") with this Tranche. The term "**Securities**" shall, in the event of such increase, also comprise all additionally issued Securities.

(2) *Repurchase:* The Issuer shall be entitled at any time to purchase Securities in the market or otherwise and at any price. Securities repurchased by the Issuer may, at the Issuer's discretion, be held, resold or forwarded to the Principal Paying Agent for cancellation.

## § 8

### **Presentation Period**

(intentionally omitted)

## § 9

### **Partial Invalidity, Corrections**

- (1) *Invalidity:* Should any provision of these Terms and Conditions be or become invalid or unenforceable in whole or in part, the remaining provisions are not affected thereby. Any gap arising as a result of invalidity or unenforceability of these Terms and Conditions is to be filled with a provision that corresponds to the meaning and intent of these Terms and Conditions and is in the interest of the parties.
- (2) *Typing and calculation errors, inaccuracies and inconsistencies:* The Issuer may amend these Terms and Conditions without having to obtain the prior consent of the Security Holders, provided that such amendments (i) do not prejudice the rights or interests of the Security Holders and (ii) are aimed at correcting a manifest or obvious error, or at removing inaccuracies or inconsistencies from the text. Any notices to the Security Holders relating to the amendments referred to in the previous sentence shall be made in accordance with § 6 of the General Conditions.

## § 10

### **Applicable Law, Choice of Forum**

- (1) *Applicable law:* The Securities, as to form and content, and all rights and obligations thereunder shall be governed by the laws of the Republic of Italy.
- (2) *Choice of Forum:* To the extent permitted by law, all disputes arising from or in connection with the matters governed by these Terms and Conditions shall be brought before the Tribunal of Milan, Italy.

**PART B – PRODUCT AND UNDERLYING DATA**  
(the "Product and Underlying Data")

**§ 1**

**Product Data**

**First Trade Date:** 03 September 2025

**First Call Date:** 30 January 2026

**First Redemption Date:** 30 January 2026

**ISIN:** IT0005653818

**Issue Date:** 07 October 2025

**Issue Price:** EUR 250,000

**Issue Volume of Series in units:** 200 Securities

**Issue Volume of Tranche in units:** 200 Securities

**Ratio:** 250

**Reference Price:** Strategy Value, as calculated by the Strategy Calculation Agent in accordance with the Strategy Description

**Series Number:** PI077762

**The smallest tradable unit:** EUR 250,000

**Specified Currency:** Euro ("EUR")

**Trading Code:** U65381

**Tranche number:** 1

**Underlying:** UC Corporate Bond Euro All Maturity Strategy

**Website of the Issuer:** [www.investimenti.unicredit.it/IT0005653818](http://www.investimenti.unicredit.it/IT0005653818)

**WKN:** A2FHZ7

**§ 2**  
**Underlying Data**

**Table 2.1:**

<b>Underlying</b>	<b>Underlying Currency</b>	<b>Strategy Sponsor</b>	<b>Strategy Calculation Agent</b>
UC Corporate Bond Euro All Maturity Strategy	EUR	UniCredit S.p.A.	UniCredit Bank GmbH

**PART C – SPECIAL CONDITIONS OF THE SECURITIES**  
(the "Special Conditions")

**§ 1**

**"Adjustment Event"** means each of the following events:

- (a) changes in the relevant strategy concept or the calculation of the Underlying, that result in a new relevant strategy concept or calculation of the Underlying being no longer economically equivalent to the original relevant strategy concept or the original calculation of the Underlying; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith ;
- (b) any event which is economically equivalent to the above-mentioned event with regard to its consequences on the Underlying; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith.

**"Banking Day"** means each day (other than a Saturday or Sunday) on which the Clearing System and the Real Time Gross Settlement System operated by the Eurosystem (T2) (or any successor system thereto) are open for business.

**"Calculation Agent"** means the Calculation Agent as specified in § 2 (2) of the General Conditions.

**"Calculation Date"** means each day on which the Reference Price is calculated by the Strategy Calculation Agent.

**"Call Date"** means the Call Date as defined in § 5 (2) of the Special Conditions.

**"Call Event"** means Strategy Call Event and Change in Law.

**"Change in Law"** means that due to

- (a) the coming into effect of changes in laws or regulations (including but not limited to tax laws or capital market provisions) or
- (b) a change in relevant case law or administrative practice (including but not limited to the administrative practice of the tax or financial supervisory authorities),

if such changes become effective on or after the First Trade Date of the Securities,

the holding, acquisition or sale of the Underlying or assets that are needed in order to hedge price risks or other risks with respect to its obligations under the Securities is or becomes wholly or partially illegal for the Issuer.

Whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith.

**"Clearing System"** means Monte Titoli S.p.A., with offices in Piazza degli Affari no. 6, Milan, Italy ("Monte Titoli").

**"First Call Date"** means the First Call Date as specified in § 1 of the Product and Underlying Data.

**"First Redemption Date"** means the First Redemption Date as specified in § 1 of the Product and Underlying Data.

**"First Trade Date"** means the First Trade Date as specified in § 1 of the Product and Underlying Data.

**"Issue Date"** means the Issue Date as specified in § 1 of the Product and Underlying Data.

**"Market Disruption Event"** means the suspension of or failure or the non-publication of the calculation of the Underlying as a result of applying a provision of the Strategy Description or a decision by the Strategy Sponsor or the Strategy Calculation Agent or for any other reason, to the extent that such Market Disruption Event occurs prior to the normal calculation of the Reference Price, which is relevant for the Securities, or continues at the point of time of the normal calculation and is material; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith.

**"Observation Date"** means the fifth Banking Day prior to each Redemption Date and each Call Date. If such day is not a Calculation Date, the immediately following day, which is a Calculation Date, shall be the respective Observation Date. The respective Redemption Date or the respective Call Date will be postponed accordingly. Interest shall not be payable due to such postponement.

**"Principal Paying Agent"** means the Principal Paying Agent as specified in § 2 (1) of the General Conditions.

**"Ratio"** means the Ratio as specified in § 1 of the Product and Underlying Data.

**"Redemption Amount"** means the Redemption Amount as calculated or, respectively, specified by the Calculation Agent pursuant to § 4 of the Special Conditions.

**"Redemption Date"** means the Redemption Date as defined in § 5 (1) of the Special Conditions.

**"Redemption Right"** means the Redemption Right as defined in § 5 (1) of the Special Conditions.

**"Reference Price"** means the Reference Price of the Underlying as specified in § 1 of the Product and Underlying Data.

**"Regular Call Right"** means the Regular Call Right as defined in § 5 (2) of the Special Conditions.

**"Relevant Reference Price"** means the Reference Price on the respective Observation Date.

**"Specified Currency"** means the Specified Currency as specified in § 1 of the Product and Underlying Data.

**"Strategy"** means the Strategy as specified in the Strategy Description attached to the Terms and Conditions as Annex 1.

**"Strategy Calculation Agent"** means the Strategy Calculation Agent as specified in § 2 of the Product and Underlying Data.

**"Strategy Call Event"** means each of the following events as determined by the Calculation Agent acting in accordance with relevant market practice and in good faith. :

- (a) the calculation or publication of the Underlying is permanently discontinued;
- (b) the Underlying is no longer calculated or published in the Underlying Currency;
- (c) the Strategy Sponsor repeatedly and/or materially infringes the provisions of the Strategy Description;
- (d) an insolvency proceeding or a similar proceeding has been or will be applied for or opened with regard to the Strategy Sponsor;
- (e) no suitable substitute for the Strategy Sponsor and/or the Strategy Calculation Agent is available; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith. ;
- (f) the occurrence of a Trigger Event;

- (g) due to changes in the strategy concept made in accordance with the Strategy Description, the usage of the Underlying, as basis for calculations and determinations under the Terms and Conditions, becomes unreasonable for the Calculation Agent, the Issuer and/or the Security Holders;
- (h) due to circumstances for which the Issuer is not responsible, the Issuer is no longer entitled to use the Underlying as basis for the calculations or, respectively, specifications described in the Terms and Conditions; this also applies to the termination of the license to use the Underlying due to an unacceptable increase in license fees.

**"Strategy Description"** means the Strategy Description attached to the Terms and Conditions as Annex 1 which forms part of the Terms and Conditions.

**"Strategy Sponsor"** means the Strategy Sponsor as specified in § 2 of the Product and Underlying Data.

**"Terms and Conditions"** means the terms and conditions of these Securities as set out in the General Conditions (Part A), the Product and Underlying Data (Part B) and the Special Conditions (Part C).

**"Trigger Event"** means a Trigger Event as defined in the Strategy Description.

**"Underlying"** means the Underlying as specified in § 1 of the Product and Underlying Data.

**"Underlying Currency"** means the Underlying Currency as specified in § 2 of the Product and Underlying Data.

**"Website of the Issuer"** means the Website of the Issuer as specified in § 1 of the Product and Underlying Data.

## § 2

### Interest

*Interest:* The Securities do not bear interest.

## § 3

### Redemption

*Redemption:* The Securities shall be redeemed by payment of the Redemption Amount on the respective Redemption Date or the respective Call Date pursuant to the provisions of § 6 of the Special Conditions.

## § 4

### Redemption Amount

*Redemption Amount:* With respect to any Redemption Date or Call Date, as the case may be, and the corresponding Observation Date, the Redemption Amount equals an amount in the Specified Currency, calculated or specified by the Calculation Agent as follows:

$$\text{Redemption Amount} = \text{Relevant Reference Price} \times \text{Ratio}$$

The method of calculation or, respectively, specification of the Redemption Amount is subject to adjustments and market disruptions pursuant to § 7 and § 8 of the Special Conditions.

## § 5

### **Redemption Right of the Security Holders, Issuer's Regular Call Right, Issuer's Extraordinary Call Right**

(1) *Redemption Right of the Security Holders:* Each Security Holder may demand redemption of the Securities pursuant to the provisions of § 4 (1) of the Special Conditions against delivery of the Securities to the account of the Principal Paying Agent No. 02008 with the Clearing System to the Issuer's order (the "**Redemption Right**") at the last Banking Day of January, February, March, April, May, June, July, August, September, October, November, December of each year starting on the First Redemption Date (each such date a "**Redemption Date**").

The exercise of the Redemption Right shall be declared by the Security Holder by transmission of a duly completed form (the "**Redemption Notice**"), available at the offices of the Issuer during normal business hours, to the Issuer at least thirty (30) Banking Days prior to the designated Redemption Date.

The Redemption Notice shall include in particular:

- (a) the name and the address of the Security Holder, with sufficiently conclusive proof of ownership to the Principal Paying Agent that such Security Holder at the time of such notice is a holder of the respective Securities;
- (b) the security identification number and the number of Securities in relation to which the Redemption Right shall be exercised;
- (c) the cash account held by a bank to which the Redemption Amount is to be transferred.

If the number of Securities stated in the Redemption Notice deviates from the number of Securities transferred to the Principal Paying Agent, the Redemption Notice shall be deemed to have been submitted for the number of Securities corresponding to the smaller of the two numbers. Any remaining Securities are transferred back to the Security Holder at the latter's expense and risk.

No Redemption Right so exercised may be revoked or withdrawn.

(2) *Issuer's Regular Call Right:* The Issuer may on the last Banking Day of January, February, March, April, May, June, July, August, September, October, November, of each year starting on the First Call Date (each such date a "**Call Date**") call the Securities completely but not partially (the "**Regular Call Right**") and redeem them pursuant to § 4 (1) of the Special Conditions.

The Issuer shall give notice of such call at least thirty (30) Banking Days prior to the relevant Call Date pursuant to § 6 of the General Conditions. Such notice shall be irrevocable and shall specify the relevant Call Date.

The Redemption Right of the Security Holders remains unaffected until the last Redemption Date immediately preceding the Call Date.

(3) *Issuer's Extraordinary Call Right:* Upon the occurrence of a Call Event the Issuer may call the Securities extraordinarily by giving notice pursuant to § 6 of the General Conditions and redeem the Securities at their Cancellation Amount. Such call shall become effective at the time indicated in the notice.

The "Cancellation Amount" shall be the fair market value of the Securities as of the first Banking Day before the extraordinary call becomes effective, determined by the Calculation Agent acting in accordance with relevant market practice and in good faith, under then prevailing circumstances.

The determination of the fair market value is based on the economic equivalent of the Issuer's payment obligations to the Security Holders consistent with the provisions for the redemption profile, interest or other additional amounts of the Securities that would otherwise be due after the day on which the extraordinary call becomes effective and which is adjusted for taking into consideration the following parameters as of the first Banking Day before the extraordinary call becomes effective: the price of the Underlying, the remaining time to maturity, the estimated volatility, the expected dividends (if applicable), the current market interest rate as well as the interest spread associated with the credit default risk of the Issuer and any other relevant market parameter that can influence the value of the Securities.

The Cancellation Amount will be paid within five Banking Days following the date as of which the extraordinary call becomes effective, or at the date specified in the above mentioned notice, as the case may be, pursuant to the provisions of § 6 of the Special Conditions.

## § 6

### Payments

- (1) *Rounding:* The amounts payable under the Terms and Conditions shall be rounded up or down to the nearest EUR 0.01, with EUR 0.005 being rounded upwards.
- (2) *Business day convention:* If the due date for any payment under the Securities (the "Payment Date") is not a Banking Day then the Security Holders shall not be entitled to payment until the next following Banking Day. The Security Holders shall not be entitled to further interest or other payments in respect of such delay.
- (3) *Manner of payment, discharge:* All payments shall be made to the Principal Paying Agent. The Principal Paying Agent shall pay the amounts due to the Clearing System to be credited to the respective accounts of the depository banks and to be transferred to the Security Holders. The payment to the Clearing System shall discharge the Issuer from its obligations under the Securities in the amount of such a payment.
- (4) *Interest of default:* If the Issuer fails to make payments under the Securities when due, the amount due shall bear interest on the basis of the default interest rate established by law. Such accrual of interest starts on the day following the due date of that payment (including) and ends on the effective date of the payment (including).

## § 7

### Market Disruptions

- (1) *Postponement:* Notwithstanding the provisions of § 8 of the Special Conditions, if a Market Disruption Event occurs on an Observation Date, the respective Observation Date, will be postponed to the next following Calculation Date on which the Market Disruption Event no longer exists.

Any Payment Date relating to such Observation Date shall be postponed if applicable. Interest shall not be payable due to such postponement.

(2) *Discretionary valuation:* Should the Market Disruption Event continue for more than 8 consecutive Banking Days the Calculation Agent shall determine acting in accordance with relevant market practice and in good faith the respective Reference Price required for the calculations or, respectively, specifications described in the Terms and Conditions. Such Reference Price shall be determined in accordance with prevailing market conditions at 10:00 a.m. (Milan local time) on this 9<sup>th</sup> Banking Day, taking into account the financial position of the Security Holders.

## § 8

### **Adjustments, New Strategy Sponsor and New Strategy Calculation Agent, Replacement Specification, Notifications, Legal Provisions**

(1) *Adjustments:* If an Adjustment Event occurs the Calculation Agent is authorised to adjust the Terms and Conditions (the "**Adjustment**"); whether an Adjustment is to be made shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith.

The goal of the Adjustment is to appropriately consider the economic impact of the circumstance that triggered the Adjustment Event, so that the economic characteristics of the Securities remain as unchanged as possible, taking into account the interests of the Security Holders as well as the Issuer ("**Adjustment Goal**"). A subsequent adverse change of the value of the Securities resulting from the Adjustment cannot be ruled out.

The Calculation Agent determines all Adjustments according to this § 8 acting in accordance with relevant market practice and in good faith, taking into account the Adjustment Goal. It will only make an Adjustment if such Adjustment is reasonable for the Security Holders as well as for the Issuer; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith.

(2) *New Strategy Sponsor and New Strategy Calculation Agent:* If the Underlying is no longer determined by the Strategy Sponsor but rather by another person, company or institution (the "**New Strategy Sponsor**"), then all calculations or, respectively, specifications described in the Terms and Conditions shall occur on the basis of the Underlying as determined by the New Strategy Sponsor. In this case, any reference to the replaced Strategy Sponsor in the Terms and Conditions shall be deemed to refer to the New Strategy Sponsor. If the Underlying is no longer calculated by the Strategy Calculation Agent but rather by another person, company or institution (the "**New Strategy Calculation Agent**"), then all calculations or, respectively, specifications described in the Terms and Conditions shall occur on the basis of the Underlying as calculated by the New Strategy Calculation Agent. In this case, any reference to the replaced Strategy Calculation Agent in the Terms and Conditions shall be deemed to refer to the New Strategy Calculation Agent.

(3) *Replacement Specification:* If a price of the Underlying as calculated by the Strategy Calculation Agent pursuant to the Terms and Conditions is subsequently corrected and the correction (the "**Corrected Value**") will be notified by the Strategy Sponsor or the Strategy Calculation Agent, as the case may be, to the Calculation Agent after the original publication, but before the Redemption Date or Call Date as the case may be, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall again specify and publish pursuant to § 6 of the General Conditions the relevant value by using the Corrected Value (the "**Replacement Specification**").

(4) *Notifications:* All Adjustments as described in this § 8 and undertaken by the Calculation Agent as well as the designation of the time of the first application (the "**Adjustment Date**") take place by notification of the Security Holders according to § 6 of the General Conditions. Hereby reference is made to the aforementioned notifications.

## ANNEX 1

# UC CORPORATE BOND EURO ALL MATURITY AMC STRATEGY DESCRIPTION

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## DESCRIPTION OF THE CORPORATE BOND EURO ALL MATURITY AMC STRATEGY

### Section A. – Definitions, General Description of the Strategy

#### I. Definitions

For the purposes of the description of the UC Corporate Bond Euro All Maturity AMC Strategy (the “**Strategy Description**”), the following terms have the following meanings:

“**Available Currency**” means Euro (“EUR”).

“**Business Day**” means any day (that is not a Saturday or Sunday) on which the Real Time Gross Settlement System operated by the Eurosystem (T2) (or any successor system thereto) is operating and commercial banks in Milan are usually open for business.

“**Cash Components**” means hypothetical investments in overnight cash deposits. The Cash Component is denominated in the Available Currency).

“**Eligible Bond**” means a bond that fulfils the Underlying Criteria

“**Existing Component**” means any Portfolio Component contained in the Reference Portfolio at any given time.

“**Expenses**” means all costs, taxes, duties and levies that would be incurred by the Hypothetical Investor in relation to the purchase, liquidation or holding of the Portfolio Components.

“**Hedging Transactions**” means one or more trades, transactions or investments (especially but not limited to transactions in securities, futures, derivatives, foreign currency, repos, or securities lending, or other instruments or measures) which, in the reasonable discretion of the Strategy Calculation Agent would be required for the Hedging Party to hedge against price risks or other risks at standalone or portfolio basis arising from obligations of the Issuer under the Strategy-linked Securities. **For the avoidance of doubt, nothing shall be construed or understood as a restriction of the Issuer or the Hedging Party in relation to the use of the Net Sales Price of Strategy-linked Securities or an obligation of the Issuer or the Hedging Party to use the Net Sales Price of Strategy-linked Securities for an investment in the Reference Portfolio or the Portfolio Components.**

“**Hedging Party**” means UniCredit Bank GmbH (at the Strategy Start Date) or its legal successor.

“**Hypothetical Investor**” means a corporation (*Kapitalgesellschaft*) incorporated under the laws of Germany and licensed as a credit institution.

“**Interest Reference Rate**” means the Euro Short-Term Rate (ESTR) as published on the Bloomberg page (ESTRON Index) or any successor page notified by the Issuer in accordance with the terms and conditions of the Strategy-linked Securities.

“**Investment Guidelines**” means the rules and limits set out in *Section B. – III. Investment Guidelines* of the Strategy Description.

“**Issuer**” means UniCredit Bank S.p.A., or its legal successor.

“**Market Disruption**” means any of the events defined as such in *Section D. – V. Market Disruption* of the Strategy Description.

**“Net Sales Price of Strategy-linked Securities”** means the total proceeds (expressed in the Reference Portfolio Currency) received by the Issuer in relation to the issuance of the Strategy-linked Securities less any upfront payments, distribution fees, issuer margin, taxes, costs or other expenses (converted into the Reference Portfolio Currency, if applicable).

**“New Component”** means any Portfolio Component that shall newly be added to the Reference Portfolio from time to time.

**“Number of Outstanding Strategy-linked Securities”** means the number of Strategy-linked Securities being outstanding at any given time. For such purpose, Strategy-linked Securities held by the Issuer for its own account shall not be considered as outstanding.

**“Outstanding Amount”** means the Number of Outstanding Strategy-linked Securities multiplied by the Strategy Value at any given time.

**“PM Component”** means a hypothetical position in an eligible bond included in the Reference Portfolio at any given time.

**“Portfolio Components”** means the Cash Component and any PM Component included in the Reference Portfolio at any given time.

**“Rebalancing Fee”** means a fee of 0.05% that would be charged by the Hypothetical Investor in relation to the purchase or sale of the Portfolio Components.

**“Reference Portfolio”** means the Reference Portfolio as further described in *Section B. – I. General Description of the Reference Portfolio* of the Strategy Description.

**“Reference Portfolio Currency”** is EUR.

**“Reference Portfolio Value”** means the value (expressed in the Reference Portfolio Currency) of the Reference Portfolio on any given Strategy Valuation Date as calculated by the Strategy Calculation Agent in accordance with the provisions set forth in *Section C. – II. Calculation of the Reference Portfolio Value* of the Strategy Description.

**“Strategy”** means the UC Corporate Bond Euro All Maturity AMC Strategy as described in the Strategy Description.

**“Strategy Calculation Agent”** means UniCredit Bank GmbH or any other company within the UniCredit Group as notified by the Issuer in accordance with the terms and conditions of the Strategy-linked Securities.

**“Strategy-linked Securities”** means the certificates ISIN IT0005653818 issued by the Issuer.

**“Strategy-linked Securities Issue Date”** means 7<sup>th</sup> October 2025.

**“Strategy-linked Securities Issuer Call”** means that the Issuer notifies to the holders of Strategy-linked Securities the termination and repayment of the Strategy-linked Securities.

**“Strategy-linked Securities Issuer Call Event”** means any Call Event as described in the terms and conditions of the Strategy-linked Securities that allow the Issuer to notify to the holders of Strategy-linked a Strategy-linked Securities Issuer Call.

**“Strategy Sponsor”** means UniCredit S.p.A. or its legal successor as notified by the Issuer in accordance with the terms and conditions of the Strategy-linked Securities.

**“Strategy Start Date”** means 7<sup>th</sup> October 2025.

**“Strategy Start Value”** means the Strategy Start Value as defined in *Section C. – I. Calculation of the Strategy Value* of the Strategy Description.

**“Strategy Valuation Date”** means any Business Day.

**“Strategy Valuation Time”** means 15.00 CET.

**“Strategy Value”** means the value (expressed in EUR) of the Strategy on any given Strategy Valuation Date as calculated by the Strategy Calculation Agent in accordance with the provisions set forth in *Section C.- I. Calculation of the Strategy* of the Strategy Description.

**“Target Exposure”** means the overall exposure in any PM Component as specified by the Strategy Sponsor in accordance with *Section B. – II. Allocation and reallocation of the Reference Portfolio* of the Strategy Description.

**“Underlying Criteria”** means the criteria set forth in *Section B. – IV. Underlying Criteria* of the Strategy Description.

**“Underlying Universe”** means all Eligible Bonds.

**“UniCredit Group”** means UniCredit S.p.A. and any of its subsidiaries

**“Valuation Principles”** means the Valuation Principles set out in *Section C. - II. Calculation of the Reference Portfolio Value* of the Strategy Description.

## II. General Description of the Strategy

The responsibility for the calculation of the Strategy Value and the definition and maintenance of the rules to calculate and publish the Strategy Value (the **“Strategy Concept”**) rests solely with the Strategy Sponsor. The Strategy Sponsor has assigned certain tasks to the Strategy Calculation Agent.

The Strategy Calculation Agent conducts all calculations and certain determinations with regard to the Strategy in accordance with the Strategy Concept and as described in this Strategy Description, and monitors and maintains certain data for this purpose.

**The Strategy Calculation Agent is acting solely as agent for the Strategy Sponsor and accepts no liability against any holder of Strategy-linked Securities or any other person.**

## Section B. – Description of the Reference Portfolio

### I. General description of the Reference Portfolio

The Reference Portfolio is a hypothetical portfolio of a Hypothetical Investor consisting of the Portfolio Components. The Reference Portfolio will be actively managed by the Strategy Sponsor by applying its proprietary long-only bond strategy in its sole discretion, based on the principles of sound portfolio management and in accordance with the Investment Guidelines.

The economic objective of the Reference Portfolio is to participate in the performance of a diversified portfolio of Eligible Bonds selected by the Strategy Sponsor in accordance with the Investment Guidelines. The investment objective of the Strategy is to achieve capital appreciation in the medium to long term (the **“Portfolio Objective”**).

**There is no guarantee and no assurance that the described Portfolio Objective will be achieved, neither by the Strategy Sponsor, nor by the Strategy Calculation Agent, nor by any other person.**

**Neither the Issuer nor the Strategy Calculation Agent has an obligation to undertake any due diligence or any other investigation with respect to the Strategy Sponsor or to the appropriateness of the Investment Guidelines to achieve the Portfolio Objective. Each potential investor in Strategy-linked Securities should perform his own investigation with respect to the Strategy Sponsor and the Reference Portfolio and should in any case seek sufficient professional advice when thinking about investing in Strategy-linked Securities.**

### II. Allocation and reallocation of the Reference Portfolio

On the Strategy Start Date, the Reference Portfolio is only allocated in the Cash Component at an amount that corresponds to the Net Sales Price of Strategy-linked Securities issued on the Strategy-linked Securities Issue Date.

Following the Strategy Start Date, the Strategy Sponsor shall, in a commercially reasonable manner and having regard to the Portfolio Objective, construct, monitor and, from time to time, reallocate the Reference Portfolio by determining

Eligible Bonds and corresponding Target Exposures in accordance with the Investment Guidelines (the “**Reallocation**”).

### III. Investment Guidelines

The Strategy Sponsor shall construct and manage the Reference Portfolio subject to the following limits and restrictions (“**Investment Guidelines**”):

- a. Transactions in Eligible Bonds or overnight cash deposits in the Available Currency only.
- b. The Cash Component may never be negative.
- c. The hypothetical Exposure of the Reference Portfolio in Eligible Bonds shall not exceed 100% of the Reference Portfolio Value.
- d. The Reference Portfolio shall comply with the following investment restrictions:
  - i) a minimum of 50% Exposure of the Reference Portfolio in Eligible Bonds with Investment Grade;
  - ii) a maximum of 20% Exposure of the Reference Portfolio to Eligible Bonds issued by one single corporate issuer (“**Corporate Issuer Portfolio Limit**”);
  - iii) a maximum of 15% Exposure of the Reference Portfolio to Eligible Bonds issued by any member of the UniCredit Group;
  - iv) a maximum of 20% Exposure of the Reference Portfolio to any Eligible Bond issued by a corporate issuer (“**Corporate Bond Issue Portfolio Limit**”);
  - v) a maximum of 20% Exposure of the Reference Portfolio to any sovereign / supranational issuer (“**Sovereign Issuer Portfolio Limit**”);
  - vi) a maximum of 20% Exposure of the Reference Portfolio to any Eligible Bonds issued by one single sovereign / supranational issuer (“**Sovereign Bond Issue Portfolio Limit**”);
  - vii) a maximum of 5% of the outstanding issued amount of any Eligible Bond (“**Single Bond Concentration Limit**”).

For the purposes of clauses c. and d. the “**Exposure**” shall be calculated on the basis of the value of the respective PM Components, as determined in accordance with the Valuation Principles, and the Reference Portfolio Value.

For the purposes of sub-clause i) of clause d. “**Investment Grade**” shall mean a bond credit rating equal to or better than the following ratings from the following credit rating agencies:

S&P / BBB-; Moody’s / Baa3; Fitch / BBB-.

Where more than one bond credit rating exists, all existing bond credit ratings shall be equal to or better than the respective above-mentioned ratings.

- e. Following the notification by the Issuer of a Strategy-linked Securities Issuer Call Event, Investment Guideline d. i) shall cease to apply and the Strategy Sponsor shall in a commercially reasonable manner and having regard to the Portfolio Objective hypothetically dispose of the PM Components and reallocate the hypothetical net liquidation proceeds to the Cash Component.

#### IV. Underlying Criteria

Each Eligible Bond shall meet each of the following criteria (together the “**Underlying Criteria**”):

- Bullet, zero coupon, fixed and floating rate bonds
- Issuer type: Corporates, sovereigns, and supranationals;
- A bond credit rating equal to or better than the following ratings from the following credit rating agencies:
  - (i) S&P / B+; Moody's / B1; Fitch / B+.

Where more than one bond credit rating exists, all existing bond ratings shall be equal to or better than the respective above-mentioned ratings;

- Issue currency being an Available Currency;
- Clearing system: Settlement via Euroclear or Clearstream;
- Minimum outstanding issue size EUR 200,000,000;
- Minimum liquidity restrictions as detailed below:
  - (i) The liquidity of the bond must be sufficient with respect to the issued volume of the Security-linked Certificates, as determined by the Strategy Calculation Agent.
  - (ii) At least five (5) active market makers on the bid and at least five (5) on the ask side.
- Approval by the Strategy Calculation Agent with respect to internal trading restrictions (such as – but not limited to – restricted lists, sanctions, etc.) of the Issuer.

#### V. Cash Component

The Cash Component is used to replicate the hypothetical funding or receipt of amounts when (i) entering into New Components or (ii) liquidating, increasing or reducing the position in Existing Components and (iii) to pay the Fixed Strategy Fee and the Expenses. The Cash Component will also capture any distributions (coupons, interest, etc.) or capital repayments resulting from the Reference Portfolio Components during the life of the Strategy. For the avoidance of doubt, any such amount may be reallocated by the Strategy Sponsor in its sole discretion in accordance with the Investment Guidelines.

The Cash Component shall also reflect the hypothetical cash flows in and cash flows out of the Reference Portfolio due to a change in the Number of Outstanding Strategy-linked Securities on any Strategy Valuation Date:

- If the Number of Outstanding Strategy-linked Securities is increased on any Strategy Valuation Date, the Cash Component is increased by an amount equal to the product of (i) the number by which the Number of Outstanding Strategy-linked Securities is increased and (ii) the Strategy Value on such Strategy Valuation Date.
- If the Number of Outstanding Strategy-linked Securities is decreased on any Strategy Valuation Date, the Cash Component is decreased by an amount equal to the product of (i) the number by which the Number of Outstanding Strategy-linked Securities is decreased and (ii) the Strategy Value on such Strategy Valuation Date.

### Section C. – The Strategy

#### I. Calculation of the Strategy

On the Strategy Start Date, the value of the Strategy (the “**Strategy Value**”) equals EUR 999.00 (the “**Strategy Start Value**”).

For every Strategy Valuation Date after the Strategy Start Date the Strategy Value (the “**Strategy Value**”) is calculated by the Strategy Calculation Agent in accordance with the following formula:

$$\text{Strategy}(t) = \frac{\text{PortfolioValue}(t)}{\text{Denominator}(t)},$$

where:

“**t**” is the relevant Strategy Valuation Date;

“**Strategy(t)**” denotes the Strategy Value calculated by the Strategy Calculation Agent for the Strategy Valuation Date (t);

“**PortfolioValue(t)**” denotes the Reference Portfolio Value, calculated by the Strategy Calculation Agent for the Strategy Valuation Date (t);

“**Denominator**” denotes a value calculated by the Strategy Calculation Agent in accordance with *Section III. Calculation of the Denominator*

“**Denominator(t)**” denotes the Denominator calculated by the Strategy Calculation Agent for the Strategy Valuation Date (t).

Under normal market conditions, the Strategy Value for a Strategy Valuation Date (t) is calculated on the relevant Strategy Valuation Date (t) (each a “**Strategy Calculation Date**”) at or after the Strategy Valuation Time.

## II. Calculation of the Reference Portfolio Value

On every Strategy Calculation Date the Strategy Calculation Agent carries out a valuation of each Portfolio Component for the respective Strategy Valuation Date in accordance with the following principles (the “**Valuation Principles**”):

- The Cash Component is valued with its notional value on the respective Strategy Valuation Date plus any earned interest being calculated on a daily basis as the Interest Reference Rate less a spread (where the spread is the spread that the Hedging Party customarily applies to professional investors holding a daily cash account with the Hedging Party in the Available Currency).
- The PM Component is valued by using the last available bid price (the “Last Available Bid Price”) as published on the relevant Bloomberg page (source BGN) at or around the respective Strategy Valuation Time.

The Strategy Calculation Agent may, in its reasonable discretion, apply a different valuation method if a method has become obsolete or the method’s determination is not consistent with the value that the Hypothetical Investor would be able to realise upon immediate hypothetical liquidation of the Portfolio Components; whether this is the case shall be determined by the Strategy Calculation Agent in its reasonable discretion.

The value of the Reference Portfolio (the “**Reference Portfolio Value**”) for a Strategy Valuation Date is calculated by the Strategy Calculation Agent as the sum of the values of every Portfolio Component as determined by the Strategy Calculation Agent for such Strategy Valuation Date in accordance with the Valuation Principles minus any applicable Fixed Strategy Fee.

## III. Calculation of the Denominator

The Denominator is calculated by the Strategy Calculation Agent for every Strategy Valuation Date according to the following rules:

- On the Strategy Start Date, the Denominator is the Number of Outstanding Strategy-linked Securities on the Strategy Start Date.
- For Strategy Valuation Dates following the Strategy Start Date, the Denominator is only changed upon a change in the Number of Outstanding Strategy-linked Securities in which case the Denominator is (i) decreased by the number by which the Number of Outstanding Strategy-linked Securities is decreased or (ii) increased by the number by which the Number of Outstanding Strategy-linked Securities is increased.
- In the case of a change of the Number of Outstanding Strategy-linked Securities on any Strategy Valuation Date the change of the Denominator shall come into effect on the same Strategy Valuation Date.

#### IV. Calculation of the Fixed Strategy Fee

A fee (the “**Fixed Strategy Fee**”) which is 0.50% per annum, calculated daily on a *pro rata* basis (actual/365 day count method) and deducted from the Reference Portfolio Value on a daily basis. The basis of the Fixed Strategy Fee is, with respect to any day, the Reference Portfolio Value on the immediately preceding Strategy Valuation Date. The *pro rata* Fixed Strategy Fee is deducted from the Cash Component in the Reference Portfolio Currency on each day or, in the case where such day is not a Strategy Valuation Date, on the immediately following Strategy Valuation Date. The Fixed Strategy Fee will be charged for the benefit of the Strategy Calculation Agent with respect to its services provided in relation to the Strategy. Nevertheless, the Fixed Strategy Fee may be paid by the Strategy Calculation Agent in whole or in part to the Strategy Sponsor or third parties for certain services, including distribution services, in relation to the Strategy-linked Securities.

The Strategy Sponsor shall ensure that a positive balance of the Cash Component is maintained, including, but not limited to, for the purpose of the accrual of the Fixed Strategy Fee.

Following a Trigger Event, the Fixed Strategy Fee will no longer be charged.

#### V. Implementation of a Reallocation

Every second Strategy Valuation Date of the week the Strategy Sponsor may decides to perform a Reallocation. Each time when the Strategy Sponsor decides to perform a Reallocation, the Strategy Sponsor will inform the Strategy Calculation Agent not earlier than 09:00 CET and not later than 12:00 CET on the second Strategy Valuation Date of the week about the details of the Reallocation, in particular details about the respective Existing Component or New Component as well as the respective Target Exposure (the “**Reallocation Decision**”).

After the Strategy Calculation Agent has received from the Strategy Sponsor the Reallocation Decision, the Strategy Calculation Agent will determine in its reasonable discretion an Execution Price. “**Execution Price**” means the price at which the Hypothetical Investor would be able to execute the respective Reallocation for the account of the Reference Portfolio in a quantity equal to the notional amount of corresponding Hedging Transactions which would be necessary for the Hedging Party to adjust its Hedging Transactions with respect to its exposure in the relevant New Component or Existing Component. For the avoidance of doubt, this price may also include a hypothetical margin for the counterpart of such Hedging Transaction which could be, without limitation, the Hedging Party, the Strategy Calculation Agent or an affiliate of the Hedging Party or the Strategy Calculation Agent. The Execution Price is, in the case of a hypothetical sale of Existing Components, reduced and, in the case of a hypothetical purchase of New Components, increased, for any Expenses and Rebalancing Fees

When determining the respective Execution Price the Strategy Calculation Agent will take into account any factors and limitations which it deems to be relevant including, without limitation, the liquidity of the relevant New Component or Existing Component and other market conditions, that would be applicable with respect to the specific Reallocation.

Any Execution Price which would need to be paid by the Hypothetical Investor upon the implementation of the hypothetical Reallocation shall be subtracted from the Cash Component. Any Execution Price which would be received by the Hypothetical Investor upon the implementation of the hypothetical Reallocation shall be assigned to the Cash Component.

If the Strategy Calculation Agent determines that the implementation of a Reallocation is not possible or only possible in part, because of (i) the execution of the Reallocation resulting in a violation of internal guidelines (in particular credit line approvals) of the Hedging Party, or (ii) a violation of laws or regulations applicable to the Hedging Party, or (iii) prevailing market conditions which would prevent the Hedging Party from concluding Hedging Transactions related to the Reallocation (including, but not limited to, trading disruptions and limited market liquidity) (each being a “**Hedging Restriction**”), the Strategy Calculation Agent will inform the Strategy Sponsor without undue delay about the Hedging Restriction and the Strategy Sponsor shall refrain from the respective Reallocation of the Reference Portfolio or provide, in his sole discretion, a modified Reallocation Decision.

If the Strategy Calculation Agent determines that the implementation of a Reallocation is not possible or is only possible in part, because the execution of the Reallocation would result in, inter alia, a violation of the Investment Guidelines, the Strategy Calculation Agent will without undue delay inform the Strategy Sponsor of the restriction and the Strategy Sponsor shall refrain from the respective Reallocation or, in its sole discretion, issue a modified Reallocation Decision.

## **Section D. – Extraordinary Events**

### **I. Modifications by the Strategy Calculation Agent**

The Strategy Sponsor is solely responsible to keep the Reference Portfolio in line with the Investment Guidelines at any time. If the Strategy Sponsor determines a non-compliance of the Reference Portfolio with any Investment Guideline, it shall without undue delay take all necessary steps to cure such non-compliance by sending a Reallocation Decision.

If the Strategy Calculation Agent determines a non-compliance of the Reference Portfolio with any Investment Guideline, at any time, it shall without undue delay inform the Strategy Sponsor about the occurrence of such event, detailing the breach. The Strategy Calculation Agent shall receive within one hour from the sending time of the breach notification a Reallocation Decision from the Strategy Sponsor. If no Reallocation Decision is received within this period, the Strategy Calculation Agent may take any action in its reasonable discretion to re-establish the Reference Portfolio's compliance with the Investment Guidelines in line with the rules described in the Strategy Description.

For the avoidance of doubt, the Strategy Calculation Agent shall be under no obligation to monitor whether any of the Investment Guidelines has been breached.

### **II. Extraordinary Adjustments**

If the Strategy Calculation Agent determines the occurrence or existence of an Extraordinary Event or a breach of Investment Guidelines triggered by a hypothetical cash flow, it will notify the Strategy Sponsor of such event and the Strategy Sponsor will promptly perform a Reallocation of the Reference Portfolio in accordance with the Investment Guidelines to compensate the economic effect of the Extraordinary Event on the Strategy as far as is economically reasonable or to cure the Investment Guideline breach (the "**Extraordinary Reallocation**").

If the Strategy Calculation Agent determines, in its reasonable discretion, that the economic effect of the respective Extraordinary Event cannot be sufficiently compensated by performing a Reallocation in accordance with the Investment Guidelines, the Strategy Sponsor shall, in its reasonable discretion, modify the Strategy Concept by taking such measures (each, an "**Adjustment**") as it deems necessary to compensate the economic effect of the Extraordinary Event on the Strategy as far as is economically reasonable. In this context, the Strategy Sponsor may in particular:

- a.** modify remove any Underlying Criteria;
- b.** modify the Investment Guidelines;
- c.** modify any Valuation Principle;
- d.** modify the method for the determination of the Strategy Value;
- e.** modify the method for the determination of the Reference Portfolio Value; and
- f.** modify any other provision set out in this Strategy Description as deemed necessary in the reasonable discretion of the Strategy Sponsor.

When performing the Adjustment, the Strategy Sponsor will take into account the economic situation of the Hypothetical Investor as well as the Hedging Party and of holders of Strategy-linked Securities.

The modification of the Strategy Description shall be notified to the holder of the Strategy-linked Securities in accordance with the terms and conditions of the respective Strategy-linked Securities.

**“Extraordinary Event”** means any of the following events that occurs on or after the Strategy Start Date and which in the reasonable discretion of the Strategy Calculation Agent is material:

- a. The occurrence of a default, event of default or other similar condition or event of a sovereign nation or state which has the Available Currency as official payment currency, including, but not limited to and with respect to any security or indebtedness for borrowed money by such sovereign nation or state, (i) the failure of timely payment in full of any principal, interest or other amounts; or (ii) a declared moratorium, standstill, waiver, deferral or rescheduling of any principal, interest or other amounts due; or (iii) the amendment or modification of the terms and conditions of payment without the consent of all holders of such security or indebtedness;
- b. The occurrence of a default, event of default, credit event or other similar condition or event with respect to a PM Component, including, but not limited to (i) the failure of timely payment in full of any principal, interest or other amounts; or (ii) a declared moratorium, standstill, waiver, deferral or rescheduling of any principal, interest or other amounts due; or (iii) the amendment or modification of the terms and conditions of payment without the consent of all holders of such security or indebtedness;
- c. The occurrence of a default, event of default, credit event or other similar condition or event of any issuer (corporate, sovereign or supranational) of a PM Component within the Reference Portfolio, including, but not limited to and with respect to any security or indebtedness for borrowed money by such corporate, sovereign or supranational (i) the failure of timely payment in full of any principal, interest or other amounts; or (ii) a declared moratorium, standstill, waiver, deferral or rescheduling of any principal, interest or other amounts due; or (iii) the amendment or modification of the terms and conditions of payment without the consent of all holders of such security or indebtedness;
- d. The occurrence of any event that materially affects the ability of the Hedging Party to freely transfer the Available Currency or the Portfolio Components or the Hedging Party is prohibited by law, rule or regulation from effecting such transfer;
- e. Additional fees, premiums, discounts, levies, commissions, taxes or similar costs or charges are imposed on the Hedging Party for dealing in the Available Currency or the Portfolio Components as compared to the conditions applicable at the Strategy Start Date;
- f. The Hedging Party is unable to obtain a firm quote for any of the Portfolio Components by using commercially reasonable efforts;
- g. A material change in the market conditions or market depth relevant to the dealing in any of the Portfolio Components that materially affects the ability of the Hedging Party to enter into or to unwind any Hedging Transactions relating to the Strategy or the Strategy-linked Securities;
- h. Any change in the legal, accounting, tax, regulatory or supervisory treatment of any of the Portfolio Components, which in the reasonable discretion of the Strategy Calculation Agent negatively affects the Hedging Party and/or the Hypothetical Investor and/or any holder of Strategy-linked Securities;
- i. Any change in law or regulation, or in the administration or interpretation thereof (whether formal or informal) that, with regard to the purchase, sale or the holding of a Portfolio Component, (i) requires the Hedging Party to set up a reserve, provision or similar, or (ii) that, in the reasonable discretion of the Strategy Calculation Agent, significantly increases the regulatory equity to be held by the Hedging Party with regard to its hedges as compared to the conditions applicable at the Strategy Start Date;
- j. Any amendment to the tax laws and regulations, or the administration or interpretation thereof, that, in the reasonable discretion of the Strategy Calculation Agent, has a detrimental effect on the Hedging Party and/or the Hypothetical Investor and/or a holder of Strategy-linked Securities;

- k. Any other event that may tangibly and not only temporarily have a detrimental effect on the Reference Portfolio Value or on the ability of the Hedging Party to hedge against price risks or other risks at standalone or portfolio basis arising from obligations of the Issuer under the Strategy-linked Securities; or any event beyond the control of the Hedging Party which makes it generally impossible to fulfil obligations similar to the obligations of the Hedging Party with respect to the Reference Portfolio or Strategy-linked Securities.

The Strategy Calculation Agent shall be under no obligation to monitor whether one of the events listed above has occurred.

### III. Trigger Event

If the Strategy Calculation Agent has determined that on any Strategy Valuation Date, the Strategy Value is equal to or less than 50% of the Strategy Start Value (a “**Trigger Event**”), all Portfolio Components shall be unwound over such time, which, in the reasonable discretion of the Strategy Calculation Agent, would be required to unwind the relevant Portfolio Components in a commercially reasonable manner with regard to prevailing market conditions. The process of unwinding the Portfolio Components starts immediately after the Strategy Calculation Agent has determined a Trigger Event. After this process the Reference Portfolio shall be solely allocated to the Cash Component and remain allocated to the Cash Component at all times.

### IV. Temporary Suspension and Termination of the Strategy

The Strategy Calculation Agent has the right to temporarily suspend the calculation of the Reference Portfolio Value and the Strategy Value in each of the following events (each being a “**Valuation Disruption**”):

- a. The Strategy Calculation Agent is unable to determine the Interest Reference Rate or the Last Available Bid Price of a PM Component in accordance with the Valuation Principles;
- b. A Market Disruption Event exists; and
- c. An Extraordinary Event exists and has not been compensated by way of an Extraordinary Reallocation or an Adjustment;

whether any of the above is the case shall be determined by the Strategy Calculation Agent in its reasonable discretion.

As soon as the Valuation Disruption has ended, the calculation of the Reference Portfolio Value and the Strategy Value shall be continued; whether this is the case shall be determined by the Strategy Calculation Agent in its reasonable discretion.

If, in the reasonable discretion of the Strategy Sponsor, an Extraordinary Reallocation or an Adjustment would not be reasonably possible or sufficient to compensate the economic effect of the Valuation Disruption on the Strategy, the Strategy Sponsor will instruct the Strategy Calculation Agent to definitively discontinue the calculation of the Strategy. In this case, all PM Components shall be unwound over such time, which, in the reasonable discretion of the Strategy Calculation Agent, would be required to unwind the relevant PM Components in a commercially reasonable manner with regard to prevailing market conditions. The process of unwinding the PM Components starts immediately after the Strategy Calculation Agent has instructed the Strategy Calculation Agent to definitively discontinue the calculation of the Strategy. After this process the Reference Portfolio shall be solely allocated to the Cash Component and remain allocated to this Cash Component at all times.

### V. Market Disruption

“**Market Disruption**” means with respect to one or more Portfolio Components the occurrence or existence of any of the following events (each being a “**Market Disruption Event**”):

- a. The quotation and/or trading is, has been or is likely to be suspended, limited or restricted for any Portfolio Component or on any market relevant to the dealing in the respective Portfolio Component, or any other situation that is economically equivalent;

- b. The quotation and/or trading is, has been or is likely to be suspended, limited or restricted for any Hedging Transaction on any market relevant to the dealing in a Hedging Transaction, or any other situation that is economically equivalent;
- c. A break-down of the IT-systems of the Hedging Party affecting its ability to enter into, or to unwind Hedging Transactions;
- d. The Strategy Calculation Agent is not able to determine an Execution Price for the respective Portfolio Component by applying commercially reasonable efforts;
- e. The Hedging Party is, for any other reason that is outside of its control, unable to enter into or to unwind Hedging Transactions in an amount it deems necessary to adequately hedge against price risks or other risks at standalone or portfolio basis arising from obligations of the Issuer under the Strategy-linked Securities;

provided that such event is material with respect to the calculation of the Reference Portfolio Value and the Strategy Value and the ability of the Hedging Party to adequately hedge against price risks or other risks at standalone or portfolio basis arising from obligations of the Issuer under the Strategy-linked Securities; whether a Market Disruption Event occurs or exists shall be determined by the Strategy Calculation Agent in its reasonable discretion.

If a Market Disruption occurs or exists on any Strategy Valuation Date on which a Reallocation shall take place, any Reallocation, which is affected by such Market Disruption, and the calculation of the Reference Portfolio Value and the Strategy Value shall temporarily be suspended. Nevertheless, the Strategy Sponsor shall continue with the Reallocation of the Portfolio Components which are not affected by the respective Market Disruption under consideration of the prevailing market conditions with special regard to keeping the Reference Portfolio compliant with the Investment Guidelines at all times. As soon as the Market Disruption ends or is not material anymore, the calculation of the Reference Portfolio Value and the Strategy Value shall be continued; whether this is the case shall be determined by the Strategy Calculation Agent in its reasonable discretion.

## Section E. – General Information

### I. Strategy Sponsor and Strategy Calculation Agent

The Strategy Calculation Agent may at any time in and its sole discretion seek advice from third parties with regard to its obligations described herein. The Strategy Calculation Agent may resign at any time, provided that, for as long as Strategy-linked Securities are still outstanding, the resignation will take effect only if (i) a new Strategy Calculation Agent (“**Successor Strategy Calculation Agent**”) is appointed, (ii) such Successor Strategy Calculation Agent accepts the appointment, and (iii) the Successor Strategy Calculation Agent assumes all rights and obligations of the Strategy Calculation Agent. Such replacement of the Strategy Calculation Agent shall be notified to the holder of Strategy-linked Securities in accordance with the terms and conditions of the Strategy-linked Securities.

Neither the Strategy Sponsor nor the Strategy Calculation Agent nor any other person related to the Strategy has the function of an agent, a trustee or advisor to a holder of Strategy-linked Securities.

### II. Disclaimer, Liability

When calculating the Strategy Value, the Strategy Calculation Agent relies upon data, statements, confirmations, computations, assurances and other information provided by third parties, the correctness and reliability of which it largely does not check and for the correctness of which it accepts no responsibility. Any inaccuracies contained in such information may have an impact on the calculation of the Strategy Value without any fault being attached to the Strategy Calculation Agent. The Strategy Calculation Agent has no obligation to verify this information independently.

The Strategy exists exclusively in the form of a set of data records and does not convey any legal or beneficial or economic interest in the Portfolio Components. Each of the allocations described herein within the Reference Portfolio is only carried out hypothetically by amending such records. Neither the Strategy Calculation Agent, nor any of its affiliates or the Hedging Party is under any obligation to directly or indirectly acquire the Portfolio Components.

**The calculation and composition of the Strategy will be performed by the Strategy Sponsor and the Strategy Calculation Agent with all due care. However, neither the Strategy Sponsor nor the Strategy Calculation Agent accept any liability for any direct or indirect damage or loss incurred by a holder of Strategy-linked Securities or by any other person, which may result from any simple negligence (*einfache Fahrlässigkeit*) by the Strategy Sponsor or the Strategy Calculation Agent in connection with the calculation or composition of the Strategy or its other relevant parameters.**

### **III. Invalidity, Incomplete or inconsistent provisions**

Should any provision of the Strategy Description be or become invalid or unenforceable in whole or in part, the remaining provisions are not affected thereby. Any gap arising as a result of invalidity or unenforceability of the Strategy Description is to be filled with a provision that corresponds to the meaning and intent of the Strategy Description and is in the interest of the parties.

The Strategy Sponsor may correct manifest errors in the Strategy Description. The correction is made by correcting the error with the obviously correct content. Manifest errors are recognisable typing errors as well as other comparable obvious inaccuracies. The holders of Strategy-linked Securities will be informed of such corrections and amendments in accordance with the terms and conditions of the Strategy-linked Securities.

The Strategy Sponsor is entitled to correct or amend incomplete or inconsistent provisions in the Strategy Description in its reasonable discretion. Only corrections and amendments that are reasonable for the holders of Strategy-linked Securities and that in particular do not materially impair the legal and economic position of the holders of Strategy-linked Securities will be permitted. The holders of Strategy-linked Securities will be informed of such corrections and amendments in accordance with the terms and conditions of the Strategy-linked Securities.

### **IV. Reporting**

Neither the Strategy Sponsor nor the Strategy Calculation Agent are obliged to provide any holder of Strategy-linked Securities with any regular reporting of the composition of the Reference Portfolio. Nevertheless, any holder of Strategy-linked Securities may, by written request to the offices of the Strategy Sponsor at Piazza Gae Aulenti 3, 20154 Milan, Italy and by providing a sufficiently conclusive proof of ownership of the Strategy-linked Securities, ask for information about the then current composition of the Reference Portfolio. The requested information will be sent to the email address which has to be stated in the request by the respective holder of Strategy-linked Securities.

### **V. Applicable law**

This Strategy Description and all rights and obligations of the Strategy Sponsor, the Strategy Calculation Agent and any holder of Strategy-linked Securities shall be governed by the laws of the Federal Republic of Germany.