

## Final Terms

dated 2 September 2024

### UniCredit S.p.A.

Legal entity identifier (LEI): 549300TRUWO2CD2G5692

Offer of

CZK Digital Coupon Capital Protection Certificate on the shares of Enel S.p.A

ISIN IT0005608713

(the "**Securities**")

relating to the

Base Prospectus for the issuance of Securities with Single Underlying and Multi Underlying (with (partial) capital protection) dated 7 August 2024

under the

### **Issuance Programme of UniCredit S.p.A.**

*These final terms (the "**Final Terms**") have been prepared for the purposes of Article 8 para. 4 of the Regulation (EU) 2017/1129, in the version valid at the date of the Base Prospectus, (the "**Prospectus Regulation**" and "**PR**"). In order to get the full information, the Final Terms are to be read together with the information contained in the Base Prospectus (including any supplement published thereto pursuant to Article 23 of the PR (the "**Supplements**") from time to time).*

*The Base Prospectus of UniCredit S.p.A. for the issuance of Securities with Single Underlying and Multi Underlying (with (partial) capital protection) dated 7 August 2024 (the "**Base Prospectus**") comprises the Securities Note of UniCredit S.p.A. for the issuance of Securities with Single Underlying and Multi Underlying (with (partial) capital protection) dated 7 August 2024 (the "**Securities Note**") and the Registration Document of UniCredit S.p.A. dated 7 August 2024 (the "**Registration Document**").*

*The Securities Note, the Registration Document, any Supplements and these Final Terms as well as an additional copy of the summary of the particular emission are published in accordance with Article 21 of the PR on [www.onemarkets.cz](http://www.onemarkets.cz) (for investors in the Czech Republic) (along with the respective product details which will be available if the WKN or the ISIN is typed in the search function). The Issuer may replace these website(s) by any successor website(s) which will be published by notice in accordance with § 6 of the General Conditions.*

*An issue specific summary is annexed to these Final Terms.*

***The validity of the above mentioned Base Prospectus, under which the Securities described in these Final Terms are offered, ends on 7 August 2025. From this point in time, these Final Terms are to be read together with the latest base prospectus of the Issuer for the issuance of Securities with Single Underlying and Multi Underlying (with (partial) capital protection) which follows the Base Prospectus. The latest base prospectus of the Issuer for the issuance of Securities with Single Underlying and Multi Underlying (with (partial) capital protection) will be published on [www.onemarkets.cz](http://www.onemarkets.cz) (for investors in the Czech Republic).***

## SECTION A – GENERAL INFORMATION

### Product Type:

Cash Collect Protection Securities (Product Type 3) (Quanto Securities)

### Interest:

The Securities do not bear interest.

**Additional Amount:**

With Additional Conditional Amount (*Coupon*)

**Offer and Sale of the Securities:****Information on the offer:**

The Securities are offered starting from the 2 September 2024 within a Subscription Period.

The public offer may be terminated or withdrawn by the Issuer at any time without giving any reason.

**Information on the Subscription Period:**

Subscription Period: 2 September 2024 to 26 September 2024 (2:00 pm Munich time) (the "**Offer Period**").

**Issue Date of the Securities:**

*Issue Date:* 1 October 2024

**Issue Volume of the Securities:**

*Issue Volume of the Series:* The Issue Volume of the Series offered under and described in these Final Terms is specified in § 1 of the Product and Underlying Data.

*Issue Volume of the Tranche:* The Issue Volume of the Tranche offered under and described in these Final Terms is specified in § 1 of the Product and Underlying Data.

**Potential investors, offering countries:**

The Securities will be offered to qualified investors, retail investors and/or institutional investors by way of a Public Offer by financial intermediaries.

A Public Offer will be made in the Czech Republic.

**Delivery:**

Delivery against payment

**Other information regarding the offer and sale of the Securities:**

The number of offered Securities may be reduced or increased by the Issuer at any time and does not allow any conclusion on the size of actually issued Securities and therefore on the liquidity of a potential secondary market.

No specific allocation method is established. Subscription requests shall be satisfied by the relevant office in a chronological order and within the limits of the available amount.

Manner and date in which results of the offer are to be made public: the Issuer will communicate the results of the Offer, within 5 business days from the end of the Offer Period, by means of a notice to be published on the Issuer's website.

The smallest transferable unit is 1 Security.

The smallest tradable unit is 1 Security.

**Use of Proceeds and Reasons for the Offer**

The net proceeds from the issue of Securities by the Issuer will be used for its general corporate purposes, i.e. making profit and/or hedging certain risks.

**Issue Price of the Securities, costs:****Issue Price of the Securities, pricing:**

*Issue Price:* CZK 10,000.00 per Security

**Selling concession:**

Not applicable

**Other commissions, costs and expenses:**

The product specific initial costs contained in the Issue Price amount to CZK 380.00.

**Admission to Trading:**

Not applicable. No application for the Securities to be admitted to trading on a regulated market has been made.

**Consent to the use of the Base Prospectus:**

The Issuer consents to the use of the Base Prospectus, any Supplements and the relevant Final Terms for the subsequent resale or final placement of Securities by all financial intermediaries (so-called general consent).

**Offer Period:**

The consent is given during the period of the validity of the Base Prospectus.

**Offering Countries:**

General consent for the subsequent resale or final placement of Securities by the financial intermediaries is given in relation to the Czech Republic.

**Conditions of the consent:**

The Issuer's consent to the use of the Base Prospectus is subject to the following conditions:

- (i) Each financial intermediary using the Base Prospectus, any Supplements and the relevant Final Terms must ensure that it observes all applicable laws and complies with the Selling Restrictions and the terms and conditions of the offer.
- (ii) The consent to the use of the Base Prospectus has not been revoked by the Issuer.

Moreover, the Issuer's consent to the use of the Base Prospectus, any Supplements and the relevant Final Terms is subject to the condition that the financial intermediary using the Base Prospectus, any Supplements and the relevant Final Terms commits itself towards its customers to a responsible distribution of the Securities. This commitment is made by the publication of the financial intermediary on its website stating that the Base Prospectus is used with the consent of the Issuer and subject to the conditions set forth with the consent.

**Interest of Natural and Legal Persons involved in the Issue/Offer:**

The Issuer and UniCredit Bank GmbH have a conflict of interest with regard to the Securities as they belong to UniCredit Group.

The UniCredit Bank GmbH is the Calculation Agent of the Securities.

The UniCredit S.p.A. is the Principal Paying Agent of the Securities.

The UniCredit Bank GmbH is the arranger of the Securities.

Other than as mentioned above, so far as the Issuer is aware, no person involved in the issue of the Securities has an interest material to the offer, including conflicting interests.

**Additional information:**

Not applicable

**Placement and Underwriting:**

Not applicable.

## SECTION B – CONDITIONS

### 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 these 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 these Terms and Conditions 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

- (1) 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.
- (2) The Security Holders unconditionally and irrevocably waive any right of set-off, netting, counterclaim, abatement or other similar remedy which they might otherwise have under the laws of any jurisdiction or otherwise in respect of such Securities.
- (3) Claims arising from Securities are neither secured, nor subject to a guarantee or any other arrangement that enhances the seniority of the claims.
- (4) The value of the claim arising from Securities in cases of the insolvency and of the resolution of the Issuer is fixed or increasing, and does not exceed the initially paid-up amount of the Securities, under all relevant laws and regulations amended from time to time, which are and will be applicable to the Issuer.
- (5) The Security Holders are not entitled to accelerate the payments under the Securities, other than in the case of the insolvency or liquidation of the Issuer, under all relevant laws and regulations amended from time to time, which are and will be applicable to it. For the avoidance of doubt, resolution proceeding(s) or moratoria imposed by a resolution authority in respect of the Issuer shall not constitute an event of default for the Securities for any purpose and shall not entitle to accelerate the payments under the Securities.
- (6) There is no negative pledge in respect of the Securities.

#### § 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 authorisations and have satisfied all other conditions as necessary to ensure that the Securities are legal, valid and enforceable obligations of the New Issuer;
  - (c) the Issuer and the New Issuer 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;
  - (d) 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;
  - (e) the Issuer irrevocably and unconditionally guarantees proper payment of the amounts due under these Terms and Conditions; and
  - (f) (i) the proceeds are immediately available to the New Issuer, without limitation (ii) each Security Holder is treated as if the Substitution of the Issuer had not taken place and (iii) the competent supervisory authority or resolution authority has granted its prior consent (if and to the extent required by law).

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 these 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 these Terms and Conditions provide for a notice pursuant to this § 6, these will be published on the Website for Notices (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 or such later effective date is otherwise required under applicable law. 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 Banking Day after the day on which the said notice was given to the Clearing System.

Any notice published on the Website for Notices 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 subject to compliance with the then applicable MREL Requirements (including, without limitation, having obtained the prior permission of the competent supervisory authority or the resolution authority, if required). Securities repurchased by the Issuer may, at the Issuer's discretion, be held, resold or forwarded to the Principal Paying Agent for cancellation.

## **§ 8**

**(intentionally omitted)**

## **§ 9**

### **Partial Invalidity, Corrections, Variations**

- (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.

- (3) *Variation of the Terms and Conditions of the Securities:* If at any time a MREL Disqualification Event occurs, and/or in order to ensure or maintain the effectiveness and enforceability of § 11 of the General Conditions, the Issuer may, without any consent or approval of the Security Holders, at any time vary these Terms and Conditions in such a way that the Securities remain or, as appropriate, become, Qualifying Securities (the "**Variation**"). However, the Variation may not itself give rise to any right of the Issuer to redeem the varied Securities. The Issuer shall give not less than 30 nor more than 60 days' prior notice of the Variation to the Paying Agent and the Securities Holders in accordance with § 6 of the General Conditions (the "**Variation Notice**"). The Variation Notice shall be irrevocable and include details on the extent of the Variation and the date of its coming into effect.

"**Qualifying Securities**" means securities issued by the Issuer that:

- (a) other than in respect of the effectiveness and enforceability pursuant to §11 of the General Conditions, have terms not materially less favourable to the Security Holders (as reasonably determined by the Issuer) than the terms of the Securities, and they shall also (A) contain terms which at such time result in such securities being eligible to count towards fulfilment of the Issuer's and/or the UniCredit Group's (as applicable) minimum requirements for own funds and eligible liabilities under the then applicable MREL Requirements; (B) include a ranking at least equal to that of the Securities; (C) have the same payment rights as the Securities; (D) preserve any existing rights of the Security Holders under the Securities to any accrued but unpaid amount in respect of the period from (and including) the payment date immediately preceding effective date of the Variation and the date the Variation is coming into effect; and (E) are assigned (or maintain) the same or higher credit ratings as were assigned to the Securities immediately prior to such Variation, unless any negative effect on the ranking of, rating of or rights under the Securities as referred to in (B) to (E) is solely attributable to the effectiveness and enforceability of §11 of the General Conditions; and
- (b) are listed on a recognised stock exchange if the Securities were listed immediately prior to such Variation.
- (4) For avoidance of doubt, any Variation pursuant to § 9 (3) of the General Conditions is subject to compliance by the Issuer with any conditions prescribed by the MREL Requirements at the relevant time, including, as relevant, the condition that the Issuer has obtained the prior permission of the Relevant Resolution Authority.

## § 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.

## § 11

### Contractual recognition of statutory bail-in powers

- (1) By the acquisition of the Securities, each Security Holder acknowledges and agrees to be bound by the exercise of any Bail-in Power by the Relevant Resolution Authority that may result in the write-down or cancellation of all or a portion of the amounts payable with respect to the Securities and/or the conversion of all or a portion of the amounts payable with respect to the Securities into ordinary shares or other obligations of the Issuer or another person, including by means of a Variation to these Terms and Conditions pursuant to § 9 of the General Conditions to give effect to the exercise by the Relevant Resolution Authority of such Bail-in Power. Each Security Holder further agrees that the rights of the Security Holders are subject to, and will be varied if necessary pursuant to § 9 of the General Conditions so as to give effect to, the exercise of any Bail-in Power by the Relevant Resolution Authority.

Upon the Issuer being informed or notified by the Relevant Resolution Authority of the actual exercise of the date from which the Bail-in Power is effective with respect to the Securities, the Issuer shall notify the Security Holders without delay pursuant to § 6 of the General Conditions. Any delay or failure by the Issuer to give notice shall not affect the validity and enforceability of the Bail-in Power nor the effects on the Securities described in this § 11.

- (2) The exercise of the Bail-in Power by the Relevant Resolution Authority with respect to the Securities shall not constitute an event of default, as applicable, or entail the Security Holders to terminate the Securities and these Terms and Conditions shall continue to apply in relation to the redemption amounts payable with respect to the Securities subject to any modification of the amount of distributions or other ongoing payments payable to reflect the reduction of the redemption amount payable, and any further modification of these Terms and Conditions that the Relevant Resolution Authority may decide in accordance with applicable laws and regulations relating to the resolution of the Issuer and/or entities of the Group incorporated in the relevant Member State.

**"Bail-in Power"** means any statutory write-down, transfer and/or conversion power existing from time to time under any laws, regulations, rules or requirements, whether relating to the resolution or independent of any resolution action, of credit institutions, investment firms and/or entities of the Group incorporated in the relevant Member State in effect and applicable in the relevant Member State to the Issuer or other entities of the Group, including (but not limited to) any such laws, regulations, rules or requirements that are implemented, adopted or enacted within the context of any European Union directive or regulation of the European Parliament and of the Council establishing a framework for the recovery and resolution of credit institutions and investment firms and/or within the context of a relevant Member State resolution regime or otherwise, pursuant to which liabilities of the Issuer and/or any entities of the Group can be reduced, cancelled and/or converted into shares or obligations of the obligor or any other person.

**"Group"** means the UniCredit Banking Group, registered with the Register of Banking Groups held by the Bank of Italy pursuant to Article 64 of the Legislative Decree No. 385 of 1 September 1993 of the Republic of Italy, under number 02008.1.

**"Relevant Resolution Authority"** means the German resolution authority, the Italian resolution authority, the Single Resolution Board (SRB) established pursuant to the SRM Regulation and/or any other authority entitled to exercise or participate in the exercise of any bail-in power from time to time.



## PART B - PRODUCT AND UNDERLYING DATA

(the "Product and Underlying Data")

### § 1

#### Product Data

ISIN:	IT0005608713
Reuters:	IT0005608713=HVBG
Series Number:	PC000367
Tranche Number:	1

#### Issuance Data

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Banking Day Financial Centre:	Prague
First Trade Date:	21 August 2024
Issue Date:	1 October 2024
Calculation Amount:	CZK 10,000.00
Specified Currency:	Czech Crown ("CZK")
Website for Notices:	<a href="http://www.onemarkets.cz/announcements">www.onemarkets.cz/announcements</a>
Website of the Issuer:	<a href="http://www.unicreditgroup.eu">www.unicreditgroup.eu</a>
Issue Volume of Series in units:	Up to 30,000 Securities
Issue Volume of Tranche in units:	Up to 30,000 Securities
Issue Price:	CZK 10,000.00 per Security

#### Specific Data

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Adjustable Product Data:	R (initial)
Underlying:	Enel S.p.A.
Reference Price:	Prezzo di Riferimento
Minimum Amount:	CZK 10,000.00
Initial Observation Date:	27 September 2024
Exercise Date:	24 September 2029
Final Payment Date:	1 October 2029

### **Additional Conditional Amount (*Coupon*)**

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Additional Conditional Amount Observation Date ( <i>Coupon</i> ) (m):	24 September 2029 (1)
Additional Conditional Amount Payment Factor ( <i>Coupon</i> ) (m):	100% (1)
Additional Conditional Amount ( <i>Coupon</i> ) (m):	CZK 4,000.00 (1)
Additional Conditional Amount Payment Date ( <i>Coupon</i> ) (m):	1 October 2029 (1)
Record Date ( <i>Coupon</i> ) (m):	27 September 2029 (1)

### **§ 2**

#### **Underlying Data**

Underlying:	Enel S.p.A.
Underlying Currency:	EUR
ISIN:	IT0003128367
Reuters:	ENEI.MI
Bloomberg:	ENEL IM Equity
Relevant Exchange:	Borsa Italiana
Website:	<a href="http://www.enel.it">www.enel.it</a>

For further information regarding the past and future performance of the Underlying and its volatility, please refer to the Website as specified above (or any successor page).

## PART C - SPECIAL CONDITIONS OF THE SECURITIES

(the "Special Conditions")

### § 1

#### Definitions

**"Additional Conditional Amount (Coupon) (m)"** means with respect to an Additional Conditional Amount Observation Date (*Coupon*) (m) the respective Additional Conditional Amount (*Coupon*) (m) as specified in § 1 of the Product and Underlying Data.

**"Additional Conditional Amount Payment Date (Coupon) (m)"** means with respect to an Additional Conditional Amount Observation Date (*Coupon*) (m) the respective Additional Conditional Amount Payment Date (*Coupon*) (m) as specified in § 1 of the Product and Underlying Data.

**"Additional Conditional Amount Payment Event (Coupon)"** means with respect to an Additional Conditional Amount Observation Date (*Coupon*) (m) that R (m) is equal to or greater than the respective Additional Conditional Amount Payment Level (*Coupon*) (m).

**"Additional Conditional Amount Payment Factor (Coupon) (m)"** means with respect to an Additional Conditional Amount Observation Date (*Coupon*) (m) the respective Additional Conditional Amount Payment Factor (*Coupon*) (m) as specified in § 1 of the Product and Underlying Data.

**"Additional Conditional Amount Payment Level (Coupon) (m)"** means with respect to an Additional Conditional Amount Observation Date (*Coupon*) (m) the respective Additional Conditional Amount Payment Factor (*Coupon*) (m) multiplied by R (initial).

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

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

- (a) each measure taken by the company that has issued the Underlying or by a third party which, as a result of a change in the legal and financial position, affects the Underlying, in particular a change in the company's fixed assets or capital (in particular capital increase against cash contribution, issuance of securities with options or conversion rights into shares, capital increase with company funds, distribution of special dividends, share splits, mergers, spin-offs of a business unit to another legally separate entity, liquidation, nationalisation); whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith;
- (b) the Determining Futures Exchange adjusts the there traded Underlying Linked Derivatives;
- (c) any event which is economically equivalent to one of the above-mentioned events 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 is open for business and commercial banks and foreign exchange markets settle payments in the Banking Day Financial Centre.

**"Banking Day Financial Centre"** means the Banking Day Financial Centre as specified in § 1 of the Product and Underlying Data.

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

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

**"Calculation Date"** means each day on which the Reference Price is published by the Relevant Exchange.

**"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.

**"Clearance System"** means the principal domestic clearance system customarily used for settling trades with respect to the Underlying; such system shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith.

**"Clearance System Business Day"** means any day (other than a Saturday or Sunday) on which the Clearance System is open for the acceptance and execution of settlement instructions.

**"Clearing System"** means Monte Titoli S.p.A., with offices in Piazza degli Affari no. 6, Milan, Italy ("**Monte Titoli**") with bridge in Clearstream Banking Luxembourg S.A., Luxembourg ("**CBL**") and Euroclear Bank SA/NV ("**Euroclear Bank**").

**"Conversion Event"** means Share Conversion Event and Change in Law.

**"Determining Futures Exchange"** means the futures exchange, on which respective derivatives of the Underlying (the "**Underlying Linked Derivatives**") are mostly liquidly traded; such futures exchange shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith.

In the case of a material change in the market conditions at the Determining Futures Exchange, such as a final discontinuation of quotation of the Underlying Linked Derivatives at the Determining Futures Exchange or a considerably restricted number or liquidity, it shall be substituted as the Determining Futures Exchange by another futures exchange that offers adequately liquid trading in the Underlying Linked Derivatives (the "**Substitute Futures Exchange**"); such futures exchange shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith. In the event of such substitution, any reference to the Determining Futures Exchange in these Terms and Conditions shall be deemed to refer to the Substitute Futures Exchange.

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

**"Final Payment Date"** means the Final Payment 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.

**"Following Business Day Convention"** means that if, with respect to a Payment Date, the respective Payment Date is not a Banking Day, the Security Holders shall not be entitled to payment until the next following Banking Day.

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

**"Market Disruption Event"** means each of the following events:

- (a) the failure of the Relevant Exchange or the Determining Futures Exchange to open for trading on a scheduled trading day during its regular trading sessions;
- (b) the suspension or restriction of trading in the Underlying on the Relevant Exchange or the trading of the Underlying Linked Derivatives on the Determining Futures Exchange during its regular trading sessions;
- (c) the restriction on the general ability of market participants to enter into transactions in the Underlying or to obtain market prices for the Underlying on the Relevant Exchange during regular trading sessions, or to enter into transactions in Underlying Linked Derivatives on the Determining Futures Exchange or to obtain market prices there;
  - (i) an early closing of trading by the Relevant Exchange or Determining Futures Exchange prior to the scheduled closing of trading, unless such early closing is announced by the Relevant Exchange or Determining Futures Exchange no later than one hour prior to the earlier of the following dates:
  - (ii) the actual closing of trading on the Relevant Exchange or Determining Futures Exchange on that day and
  - (iii) the actual last time possible for the placement of orders in the system of the Relevant Exchange or Determining Futures Exchange on that day;

to the extent that such Market Disruption Event 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.

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

**"Observation Date"** means each of the following Observation Dates:

**"Additional Conditional Amount Observation Date (Coupon) (m)"** means the Additional Conditional Amount Observation Date (*Coupon*) (m) as specified in § 1 of the Product and Underlying Data. If the Additional Conditional Amount Observation Date (*Coupon*) (m) is not a Calculation Date the immediately following day, which is a Calculation Date shall be the Additional Conditional Amount Observation Date (*Coupon*) (m). The Additional Conditional Amount Payment Date (*Coupon*) (m) shall be postponed accordingly. Interest shall not be payable due to such postponement.

**"Initial Observation Date"** means the Initial Observation Date as specified in § 1 of the Product and Underlying Data. If the Initial Observation Date is not a Calculation Date, the immediately following day, which is a Calculation Date shall be the Initial Observation Date.

**"Optional Redemption Amount"** means the Calculation Amount.

**"Payment Date"** means the due date for any payment under the Securities.

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

**"R (initial)"** means the Reference Price on the Initial Observation Date.

**"R (m)"** means the Reference Price on the relevant Additional Conditional Amount Observation Date (m).

**"Record Date (Coupon) (m)"** means the Record Date (*Coupon*) (m) as specified in § 1 of the Product and Underlying Data. On the Record Date (*Coupon*) (m) the Clearing System determines the payment of the respective Additional Conditional Amount (*Coupon*) (m) vis-à-vis the Security Holders.

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

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

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

In the case of a material change in the market conditions at the Relevant Exchange, such as a final discontinuation of the quotation of the Underlying at the Relevant Exchange and the quotation at a different stock exchange or a considerably restricted liquidity, the Relevant Exchange shall be substituted as the Relevant Exchange by another exchange that offers satisfactorily liquid trading in the Underlying (the **"Replacement Exchange"**); such exchange shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith. In the event of such substitution, any reference to the Relevant Exchange in these Terms and Conditions shall be deemed to refer to the Replacement Exchange.

**"Security Holder"** means the holder of a Security.

**"Settlement Cycle"** means the period of Clearance System Business Days following a transaction on the Relevant Exchange in the Underlying during which period settlement will customarily take place according to the rules of such Relevant Exchange.

**"Share Conversion Event"** means each of the following events:

- (a) the quotation of the Underlying at the Relevant Exchange is suspended indefinitely or permanently discontinued and no suitable Replacement Exchange is available or can be determined; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith;
- (b) the quotation of the Underlying at the Relevant Exchange no longer occurs in the Underlying Currency;
- (c) the Determining Futures Exchange terminates the there traded Underlying Linked Derivatives early.

**"Specified Currency"** means the Specified Currency as specified in § 1 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).

**"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 for Notices"** means the Website(s) for Notices as specified in § 1 of the Product and Underlying Data.

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

## § 2

### Interest, Additional Amount

- (1) *Interest*: The Securities do not bear interest.
- (2) *Additional Conditional Amount (Coupon)*: If with respect to an Additional Conditional Amount Observation Date (*Coupon*) (m) an Additional Conditional Amount Payment Event (*Coupon*) has occurred, the respective Additional Conditional Amount (*Coupon*) (m) will be paid on the corresponding Additional Conditional Amount Payment Date (*Coupon*) (m) pursuant to the provisions of § 6 of the Special Conditions.

If with respect to an Additional Conditional Amount Observation Date (*Coupon*) (m) an Additional Conditional Amount Payment Event (*Coupon*) has not occurred, the respective Additional Conditional Amount (*Coupon*) (m) will not be paid.

## § 3

### Redemption

*Redemption*: The Securities shall be redeemed upon automatic exercise on the Exercise Date by payment of the Redemption Amount on the Final Payment Date pursuant to the provisions of § 6 of the Special Conditions.

The Securities shall be deemed automatically exercised on the Exercise Date.

## § 4

### Redemption Amount

*Redemption Amount*: The Redemption Amount corresponds to the Minimum Amount.

## § 5

### Issuer's Conversion Right

*Issuer's Conversion Right*: Upon the occurrence of a Conversion Event the Securities shall be redeemed at the Settlement Amount on the Final Payment Date.

The "**Settlement Amount**" shall be the market value of the Securities, with accrued interest for the period until the Final Payment Date at the market rate of interest being traded at such time for liabilities of the Issuer with the same remaining term as the Securities within ten Banking Days following the occurrence of the Conversion Event; it shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith. The fair market value, as calculated by the Calculation Agent, is calculated based on the redemption profile of the Securities which has to be adjusted taking into consideration the following parameters as of the tenth Banking Day before the conversion becomes effective: the price of the Underlying, the remaining time to maturity, the volatility, the dividends (if applicable), the current interest rate as well as the counterparty risk and any other relevant market parameter that can influence the value of the Securities. However, the Settlement Amount shall not be less than the Minimum Amount. If it is not possible to determine the market value of the Securities, the Settlement Amount corresponds to the Minimum Amount. The Settlement Amount shall be notified pursuant to § 6 of the General Conditions.

The right for payment of any Additional Conditional Amount (m) ceases to exist in relation to all Additional Conditional Amount Payment Dates (m) following the occurrence of a Conversion Event.

The Settlement Amount will be paid pursuant to the provisions of § 6 of the Special Conditions.

## § 6

### Payments

- (1) *Rounding*: The amounts payable under these Terms and Conditions shall be rounded up or down to the smallest unit of the Specified Currency, with 0.5 of such unit being rounded upwards.

- (2) *Business day convention:* If a Payment Date is not a Banking Day then the Following Business Day Convention shall apply. 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 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 legal interest rate ("*Saggio degli Interessi legali*"), pursuant to Section 1284 CC, without prejudice to any other mandatory provisions under Italian 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 these 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.

If within these 8 Banking Days traded Underlying Linked Derivatives expire and are settled on the Determining Futures Exchange, the settlement price established by the Determining Futures Exchange for the there traded Underlying Linked Derivatives will be taken into account in order to conduct the calculations or, respectively, specifications described in these Terms and Conditions. In that case, the expiration date for those Underlying Linked Derivatives is the respective Observation Date.

## § 8

### Adjustments, Type of Adjustment, Replacement Specification, Reversal of Adjustment, Notifications

- (1) *Adjustments:* If an Adjustment Event occurs the Calculation Agent is authorised to adjust these 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.

Within the context of an Adjustment the Calculation Agent proceeds as follows:

- (a) *Adjustment in accordance with the Determining Futures Exchange:* In general, the Calculation Agent will undertake the Adjustment in terms of content and timing in a way that to the greatest extent matches the designated Adjustment by the Determining Futures Exchange regarding the Underlying Linked Derivatives. The Calculation Agent is, however, also authorised to make an Adjustment if there is no adjustment made to the Underlying Linked Derivatives by the Determining Futures Exchange. In this case the Calculation Agent will make the Adjustment, if any, in accordance with the rulebook of the Determining Futures Exchange with respect to the Underlying Linked Derivatives.

- (b) *Deviating Adjustments:* In particular in the following cases the Calculation Agent is authorised to make Adjustments deviating from the adjustments made by the Determining Futures Exchange in order to take into account the Adjustment Goal in an appropriate manner:
- (i) The Adjustment envisaged by the Determining Futures Exchange regarding the Underlying Linked Derivatives is impossible for the Issuer or the Calculation Agent or technically not feasible within reasonable economic efforts; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith.
  - (ii) The Adjustment envisaged by the Determining Futures Exchange regarding the Underlying Linked Derivatives is unreasonable for Securities Holders, the Calculation Agent or the Issuer (e.g. because the Issuer would have to breach internal trading restrictions in order to hedge its payment obligations under the Securities); whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith.
  - (iii) The Adjustment envisaged by the Determining Futures Exchange regarding the Underlying Linked Derivatives is not suitable to meet the Adjustment Goal; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith.
- (2) *Type of Adjustment:* In the context of an Adjustment the Calculation Agent may undertake in particular the following measures in accordance with paragraph (1) above:
- (a) *Adjustment of Adjustable Product Data:* The Calculation Agent may redefine the Adjustable Product Data based on an adjustment factor (e.g. in case of a capital increase against cash contribution, issue of securities with options or conversion rights in shares, a capital increase from company funds, a distribution of special dividends or other measures undertaken by the company, that issued the Underlying or a third party, that impacts the computed value of the Underlying not only in an insignificant way, based on a change of a legal or economic situation, in particular a change of the fixed assets or equity of the company).
  - (b) *Replacement of the Underlying:* In case of a take-over or a merger or similar measure with respect to the Underlying the Calculation Agent can replace the Underlying with the share of the successor of the issuer of the original Underlying or with another share of – inter alia – comparable liquidity and industry affiliation as the original Underlying (the "**Replacement Underlying**"). Furthermore, until completion of the take-over or merger (excluding), the Calculation Agent may determine that either the shares submitted for sale or submitted for exchange are to be the Replacement Underlying.  
  
In case of a split or a similar measure with respect to the Underlying the Calculation Agent may determine (i) a basket of shares and/or securities or (ii) a basket of shares and/or securities and a cash component to be the Replacement Underlying. The Calculation Agent may exclusively select, in deviation from the Adjustment made by the respective Determining Futures Exchange, the share with the highest market capitalisation or another share from the basket of shares determined by the Determining Futures Exchange with – inter alia – comparable liquidity and industry affiliation as the original Underlying to be the Replacement Underlying. In this case the Calculation Agent will, if necessary, determine an adjustment factor by itself to meet the Adjustment Goal and will undertake an Adjustment according to paragraph 2 (a) above.  
  
If the Calculation Agent designates a Replacement Underlying, from the Adjustment Date on (as defined in paragraph (5) below), every reference to the Underlying in these Terms and Conditions shall be a reference to the Replacement Underlying, unless the context requires otherwise.
- (3) *Reversal of Adjustment:* If an Adjustment Event that has occurred subsequently ceases to exist (for example, if the effectiveness of a merger subsequently ceases to exist due to the agreement on the merger or a sovereign prohibition or lack of approval), the Calculation Agent shall be entitled to reverse a previously made Adjustment pursuant to this § 8 if this corresponds to the Adjustment Goal.
- (4) *Replacement Specification:* If a published price of the Underlying as required pursuant to these Terms and Conditions is subsequently corrected and the correction (the "**Corrected Value**") will be published by the Relevant Exchange after the original publication, but still within one Settlement Cycle, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall again specify the respective value by using the Corrected Value (the "**Replacement Specification**") and publish it pursuant to § 6 of the General Conditions.



- (5) *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 Securities Holder according to § 6 of the General Conditions. Hereby reference is made to the aforementioned notifications.

## § 9

### Early redemption at the option of the Issuer

- (1) The Securities may be early redeemed at any time in whole but not in part, at the option of the Issuer, upon the occurrence of the MREL Disqualification Event, but subject to compliance with the then applicable MREL Requirements (including, without limitation, the Issuer having obtained the prior permission of the competent supervisory authority or the resolution authority, in each case to the extent required by provisions of law), upon not more than 60 days' nor less than 30 days' prior notice of such early redemption, at their Optional Redemption Amount, in accordance with the MREL Requirements.

"**MREL Requirements**" means the laws, regulations, requirements, guidelines, rules, standards and policies relating to minimum requirements for own funds and eligible liabilities applicable to the Issuer and/or the Group, from time to time, (including any applicable transitional or grandfathering provisions), including, without limitation to the generality of the foregoing, any delegated or implementing acts (such as regulatory technical standards) adopted by the European Commission and any regulations, requirements, guidelines, rules, standards and policies relating to minimum requirements for own funds and eligible liabilities adopted by the Federal Republic of Germany or the Republic of Italy, a relevant resolution authority or the European Banking Authority from time to time (whether or not such requirements, guidelines or policies are applied generally or specifically to the Issuer and/or the Group), as any of the preceding laws, regulations, requirements, guidelines, rules, standards, policies or interpretations may be amended, supplemented, superseded or replaced from time to time.

"**MREL Disqualification Event**" means that, at any time, all or part of the Series of Securities is or will be excluded fully or partially from the eligible liabilities available to meet the MREL Requirements provided that: (a) the exclusion of a Series of such Securities from the MREL Requirements due to the remaining maturity of such Securities being less than any period prescribed thereunder, does not constitute a MREL Disqualification Event; (b) the exclusion of all or some of a Series of Securities due to there being insufficient headroom for such Securities within a prescribed exception to the otherwise applicable general requirements for eligible liabilities does not constitute a MREL Disqualification Event; and (c) the exclusion of all or some of a Series of Securities as a result of such Securities being purchased by or on behalf of the Issuer or as a result of a purchase which is funded directly or indirectly by the Issuer, does not constitute a MREL Disqualification Event.

- (2) The Optional Redemption Amount will be paid pursuant to the provisions of § 6 of the Special Conditions.
- (3) Any notice in accordance with this paragraph (3) shall be given by a notice in accordance with § 6 of the General Conditions. It shall be irrevocable, must specify the date fixed for redemption and must set forth a statement that the redemption is made in accordance with this § 9.

# Summary

## Section 1 – Introduction containing warnings

This Summary should be read as an introduction to the Base Prospectus.

Any decision to invest in the Securities should be based on consideration of the Base Prospectus as a whole by the investor.

Investors could lose all or part of the invested capital.

Where a claim relating to the information contained in this Base Prospectus is brought before a court, the plaintiff investor might, under national law, have to bear the costs of translating the Base Prospectus (including any supplements as well as the Final Terms) before the legal proceedings are initiated.

Civil liability attaches only to those persons who have tabled the Summary including any translation thereof, but only if the Summary is misleading, inaccurate or inconsistent when read together with the other parts of the Base Prospectus, or where it does not provide, when read together with the other parts of the Base Prospectus, key information in order to aid investors when considering whether to invest in the Securities.

**You are about to purchase a product that is not simple and may be difficult to understand.**

*Securities:* CZK Digital Coupon Capital Protection Certificate on the shares of Enel S.p.A (ISIN IT0005608713)

*Issuer:* UniCredit S.p.A. (the "**Issuer**" or "**UniCredit**" and UniCredit, together with its consolidated subsidiaries, the "**UniCredit Group**"), Piazza Gae Aulenti, 3 Tower A 20154 Milan, Italy. Phone number: +39 02 88 621 – Website: www.unicreditgroup.eu. The Legal Entity Identifier (LEI) of the Issuer is: 549300TRUW02CD2G5692.

*Competent authority:* Commission de Surveillance du Secteur Financier ("**CSSF**"), 283, route d'Arlon L-1150 Luxembourg. Phone number: (+352) 26 25 1 - 1.

*Date of approval of the Base Prospectus:* Base prospectus of UniCredit S.p.A. for the issuance of Securities with Single Underlying and Multi Underlying (with (partial) capital protection) approved by the CSSF on 7 August 2024, as supplemented from time to time, and the registration document of UniCredit S.p.A. approved by the CSSF on 7 August 2024, as supplemented from time to time, which together constitute a base prospectus (the "**Base Prospectus**") consisting of separate documents within the meaning of Article 8 (6) of Regulation (EU) 2017/1129, as amended from time to time (the "**Prospectus Regulation**").

## Section 2 – Key information on the Issuer

### Who is the Issuer of the Securities?

UniCredit is a joint stock company established in Italy under Italian law, with its registered office, head office and principal centre of business at Piazza Gae Aulenti, 3 Tower A, 20154 Milan, Italy. UniCredit's Legal Entity Identifier (LEI) code is 549300TRUW02CD2G5692.

### Principal activities of the Issuer

UniCredit is a pan-European Commercial Bank with a unique service offering in Italy, Germany, Central and Eastern Europe. UniCredit's purpose is to empower communities to progress, delivering high-quality services for all stakeholders, unlocking the potential of its clients and its people across Europe. UniCredit serves over 15 million customers worldwide. UniCredit is organized in five geographical areas and three product factories, Corporate, Individual and Group Payments Solutions. This allows the Bank to be close to its clients and use the scale of the entire Group for developing and offering the best products across all its markets.

### Major shareholders of the Issuer

No individual or entity controls UniCredit within the meaning provided for in Article 93 of the Legislative Decree No. 58 of 24 February 1998 (the "**Financial Services Act**") as amended. As at 13 June 2024, the main shareholder who have disclosed to hold, directly or indirectly, a relevant participation in UniCredit, pursuant to Article 120 of the Financial Services Act, was: BlackRock Group (shares: 114,907,383; 7.019% owned).

### Identity of the managing director of the Issuer

The managing director of the Issuer is Mr. Andrea Orcel (Chief Executive Officer).

### Identity of the auditors of the Issuer

The audit firm assigned with the statutory accounting supervision of the Issuer for the 2022-2030 nine-year period is KPMG S.p.A. (KPMG). KPMG is a company incorporated under the laws of Italy, enrolled with the Companies' Register of Milan under number 00709600159 and registered with the Register of Statutory Auditors (*Registro dei Revisori Legali*) maintained by Minister of Economy and Finance with registration number 70623, having its registered office at Via Vittor Pisani 25, 20124 Milan, Italy.

### What is the key financial information regarding the Issuer?

UniCredit derived the selected consolidated financial information included in the table below for the years ended 31 December 2023 and 2022 from the audited consolidated financial statements for the financial year ended 31 December 2023 and 2022. The selected consolidated financial information included in the table below for the six months ended 30 June 2024 and 30 June 2023, was derived from the limited audit interim consolidated financial statements ended 30 June 2024 and 2023. The figures below for the items of income statement and balance sheet refer to the reclassified schemes.

EUR millions, except where indicated	Income statement					
	As for the year ended			As for the six months ended		
	31 Dec 23 (*)	31 Dec 22 (**)	31 Dec 22 (***)	30 Jun 24 (****)	30 Jun 23 (*****)	30 Jun 23 (*****)
	<i>audited</i>			<i>limited audited</i>		
Net interest	14,005	10,669	10,692	3,565	3,497	3,497
Fees	7,463	7,625	6,841	2,120	1,928	1,905
Loan Loss Provisions (LLPs)	(548)	(1,894)	(1,894)	(15)	(12)	(21)
Trading income	1,845	1,776	2,574	470	462	485

Measure of financial performance used by the Issuer in the financial statements such as operating profit (Gross operating profit (Loss))	14,372	10,782	10,782	4,031	3,630	3,619
Group stated Net profit (loss)	9,507	6,458	6,458	2,679	2,310	2,310

#### Balance sheet

EUR millions, except where indicated	As for the year ended			At the date of	Value as outcome from the Supervisory Review and Evaluation Process ('SREP' 31.12.2023)
	31 Dec 23 (*)	31 Dec 22 (**)	31 Dec 22 (***)	30 June 24 (****)	
	audited			limited audited	
Total assets	784,974	857,773	857,773	798,925	not applicable
Senior debt	not applicable	not applicable	not applicable	not applicable	not applicable
Subordinated debt (*****)	7,688	7,920	7,920	not applicable	not applicable
Loans and receivables from customers (net) [identified in the reclassified consolidated accounts as "Loans to customers"]	429,452	455,781	455,781	433,997	not applicable
Deposits from customers	495,716	510,093	510,093	499,492	not applicable
Group Shareholders' Equity	64,079	63,339	63,339	62,013	not applicable
Common Equity Tier 1 capital (CET1) ratio or other relevant prudential capital adequacy ratio depending on the issuance (%)	16.14%	16.68%	16.68%	16.32%	10.12%
Total Capital Ratio (%)	20.90%	21.42%	21.42%	20.92%	14.50%
Leverage Ratio calculated under applicable regulatory framework (%)	5.78%	6.07%	6.07%	5.52%	3%

(\*) The financial information relating to the financial year ended 31 December 2023 has been extracted from UniCredit's audited consolidated financial statements as of and for the year ended 31 December 2023, which have been audited by KPMG S.p.A., UniCredit's external auditors.

(\*\*) The comparative figure as at 31 December 2022 in this column have been restated. The amount related to year 2022 differs from the ones published in the "2022 Consolidated Reports and Accounts".

(\*\*\*) As published in the "2022 Consolidated Reports and Accounts".

(\*\*\*\*) The financial information relating to 30 June 2024 has been extracted from UniCredit's limited audit Consolidated First Half Financial Report as at 30 June 2024.

(\*\*\*\*\*) In 2024 Reclassified income statement, comparative figures as at 30 June 2023 have been restated.

(\*\*\*\*\*) As published in UniCredit's limited audit Consolidated First Half Financial Report as at 30 June 2023.

(\*\*\*\*\*) Amounts do not refer to reclassified schemes. They are extracted from the Consolidated financial statements - Notes to the consolidated accounts.

#### What are the key risks that are specific to the Issuer?

Potential investors should be aware that in the case of the occurrence of one of the below mentioned risk factors the Securities may decline in value and that they may sustain a total loss of their investment. The following risks are key risks specific to the Issuer:

**Risks associated with the impact of current macroeconomic uncertainties and the effects of the geopolitical tensions:** The market environment in which UniCredit operates continues to be affected by high levels of uncertainty for both the short and the medium-term outlook. The economic consequences stemming from the geopolitical tensions, not only in Russia, pushed up inflationary pressures and could continue to unfold increasing uncertainty for the Euro area economy, with potential impact on the performance of the Group. The Russia-Ukraine crisis caused a sharp rise in commodities prices, further global supply-chain disruption, a tightening of financial conditions, heightened uncertainty, and a sharp drop in consumer confidence. From mid 2022, with inflation building up due to the increase in energy price and the supply disruptions, ECB changed its monetary stance (Deposit Facility rate: -50 bps in June 2022, 0 bps in July, 75 bps in September, 150 bps in October, 200 bps in December, 250 bps in February 2023, 300 bps in March, 325 bps in May, 350 bps in June, 375 bps in July, 400 bps in September) and market repriced interest rate expectations accordingly. Despite subsequently inflation started to record a declining path, and ECB started to revert monetary policy (DFR lowered to 375 bps in June 2024) that still is restrictive, the outlook is still surrounded by risks, further tensions on commodity/energy prices cannot be excluded as well as an upsurge in the ongoing Russia-Ukraine conflict and / or an intensification of the tensions in the Middle East. Therefore, the expectations regarding the performance of the global economy remains still uncertain in both the short and medium term. The current environment, characterized by highly uncertain elements as above mentioned could generate a worsening of the loan portfolio quality, followed by an increase of the non-performing loans and the necessity to increase the provisions to be charged to the income statement. On 9 December 2021 UniCredit presented to the financial community the 2022-2024 Strategic Plan, which included a set of strategic and financial objectives that considered the underlying scenario and resulted from the assessment performed at that time. The macro assumptions underlying the Strategic Plan excluded unexpected materially adverse developments such as the Russia-Ukraine conflict and worsening/resurgence of the COVID-19 pandemic, situations that UniCredit has been monitoring closely (From Strategic Plan presentation: Macro assumptions in the Strategic Plan consider the recent and existing impacts of COVID-19 at the time of the Plan presentation with a gradual normalization over the subsequent years. The scenario did not assume that the COVID-19 situation at that time would develop in a particularly negative way in the subsequent years).

**Risks connected with the Strategic Plan 2022 – 2024:** On 9<sup>th</sup> December 2021, UniCredit presented to the financial community in Milan the 2022-2024 Strategic Plan called "UniCredit Unlocked" (the "Strategic Plan" or "Plan") which contains a number of strategic, capital and financial objectives (the "Strategic Objectives"). The Strategic Plan focuses on UniCredit's geographic areas in which the Issuer currently operates; with financial performance driven by three interconnected levers: cost efficiency, optimal capital allocation and net revenue growth. "UniCredit Unlocked" delivers strategic imperatives and financial ambitions based on six pillars. Such strategic imperatives and financial ambitions regard: (i) the growth in its regions and the development of its client franchise, changing its business model and how its people operate; (ii) the delivery of economies of scale from its footprint of banks, transforming the technology, leveraging Digital & Data and embedding sustainability in all that UniCredit does; (iii) driving financial performance via three interconnected levers. The macro assumptions underlying the Strategic Plan disclosed in December 2021 excluded unexpected materially adverse developments such as the Russia-Ukraine conflict and worsening/resurgence of the COVID-19 pandemic, situations that UniCredit has

been monitoring closely (From Strategic Plan presentation: Macro assumptions in the Strategic Plan consider the recent and existing impacts of COVID-19 at the time of the Plan presentation with a gradual normalization over the subsequent years. The scenario did not assume that the COVID-19 situation at that time would develop in a particularly negative way in the subsequent years). The Plan is based on six pillars: (i) optimise, through the improvement of operational and capital efficiency; (ii) invest, with targeted growth initiatives, including ESG; (iii) grow net revenues; (iv) increase return; (v) strengthen solidity thanks to revised CET1 ratio target and decrease of Gross NPE ratio; and (vi) distribute consistently with organic capital generation. On 24<sup>th</sup> July 2024 UniCredit revised Group results for 2Q24 as well as the update of the guidance for 2024 with no changes in overall strategy but with improved financial targets. UniCredit's ability to meet the Strategic Objectives and all forward-looking statements relies on a number of assumptions, expectations, projections and provisional data concerning future events and is hence subject to a number of uncertainties and additional factors, many of which are outside the control of UniCredit. For all these reasons, investors are cautioned against making their investment decisions based exclusively on the forecast data included in the Strategic Objectives (and latest updated guidance).

**Credit risk and risk of credit quality deterioration:** The activity, financial and capital strength and profitability of the UniCredit Group depend, among other things, on the creditworthiness of its customers. In carrying out its credit activities, the Group is exposed to the risk that an unexpected change in the creditworthiness of a counterparty may generate a corresponding change in the value of the associated credit exposure and give rise to the partial or total write-down thereof. The current environment continues to be characterised by highly uncertain elements, with the possibility that the slowdown of the economy, jointly with the termination of the safeguard measures, such as the customer loans moratorium, generates a worsening of the loan portfolio quality, followed by an increase of the non-performing loans and the necessity to increase the provisions to be charged to the income statement. UniCredit's Loan Loss Provisions ("LLPs") increased by 7.7 per cent 1H/1H to Euro 118 million in 1H24. The cost of risk was broadly in line 1H/1H to 5 bps in 1H24. The Group maintained the amount of overlays on performing exposures at circa Euro 1.7 billion, which substantially reinforces the Group's capacity to withstand macroeconomic shocks. As at 30 June 2024, Group gross NPEs were down by 3.6 per cent Y/Y and by 3.4 per cent Q/Q to Euro 11.7 billion in 2Q24 (while as at 30 March 2024 they were equal to Euro 12.1 billion) with gross NPE ratio of 2.6 per cent (flat Y/Y and -0.1 per cent Q/Q). As at 30 June 2024, Group Net NPEs stood at Euro 6.2 billion decreased compared to 31 March 2024 which attested at Euro 6.6 billion (Group Net NPE ratio decreased compared to 31 March 2024 and is equal to 1.4 per cent). The Group has adopted procedures, rules and principles aimed at monitoring and managing credit risk at both individual counterparty and portfolio level. However, there is the risk that, despite these credit risk monitoring and management activities, the Group's credit exposure may exceed predetermined risk's levels pursuant to the procedures, rules and principles it has adopted.

**Liquidity Risk:** Liquidity risk refers to the possibility that the UniCredit Group may find itself unable to meet its current and future, anticipated and unforeseen cash payment and delivery obligations without impairing its day-to-day operations or financial position. The activity of the UniCredit Group is subject in particular to funding liquidity risk, market liquidity risk, mismatch risk and contingency risk. The most relevant risks that the Group may face are: i) an exceptionally high usage of the committed and uncommitted lines granted to corporate customers; ii) an unusual withdrawal of sight and term deposits by UniCredit's retail and corporate customers; iii) the decline in the market value of the securities in which UniCredit invests its liquidity buffer; iv) the capacity to roll over the expiring wholesale funding and the potential cash or collateral outflows the Group may suffer in case of rating downgrades of both the banks or the sovereign debt in the geographies in which it operates. In addition to this, some risks may arise from the limitations applied to the cross-border lending among banks. Due to the financial market crisis, followed also by the reduced liquidity available to operators in the sector, the ECB has implemented important interventions in monetary policy, such as the "Targeted Longer-Term Refinancing Operation" ("TLTRO") introduced in 2014 and the TLTRO II introduced in 2016. This liquidity support has approached its maturity in the first quarter of 2024. The repayment of TLTRO has been mostly performed reducing the excess of cash reserves placed at the Central Banks and partially increasing the net repo position. This resulted in a higher reliance in the wholesale sources of funding, whose cost is typically higher compared to the TLTRO and its existence more dependant from market conditions. Such a situation could therefore adversely affect UniCredit's business, operating results and the economic and financial position of UniCredit and/or the Group. The main indicators used by the UniCredit Group to assess its liquidity profile are (i) the Liquidity Coverage Ratio (LCR), which represents an indicator of short-term liquidity subject to a minimum regulatory requirement of 100 per cent from 2018 and which was equal to 149 per cent in March 2024, whereas at 31 December 2023 was equal to 154 per cent (calculated as the average of the 12 latest end of month ratios), and (ii) the Net Stable Funding Ratio (NSFR), which represents the indicator of structural liquidity and which in March 2024 was 129 per cent.

**Basel III and Bank Capital Adequacy:** The Issuer shall comply with the revised global regulatory standards (Basel III) on bank capital adequacy and liquidity, which impose requirements for, inter alia, higher and better-quality capital, better risk coverage, measures to promote the build-up of capital that can be drawn down in periods of stress and the introduction of a leverage ratio as a backstop to the risk-based requirement as well as two global liquidity standards. In terms of banking prudential regulations, the Issuer is also subject to the Bank Recovery and Resolution Directive 2014/59/EU of 15 May 2014 (BRRD), implemented in Italy with the Legislative Decree. 180 and 181 of 16 November 2015 as amended by Directive (EU) 2019/879, the "BRRD II" (implemented in Italy by the Legislative Decree No. 193 of November 8, 2021), as well as the relevant technical standards and guidelines from EU regulatory bodies (i.e. the European Banking Authority (EBA)), which, inter alia, provide for recovery and resolution mechanisms and Minimum Requirement for Own Funds and Eligible Liabilities (MREL) for credit institutions. Should UniCredit not be able to meet the capital/MREL requirements imposed by the applicable laws and regulations, it may be required to maintain higher levels of capital/eligible liabilities which could potentially impact its credit ratings, and funding conditions and which could limit UniCredit's growth opportunities.

### Section 3 – Key information on the Securities

#### What are the main features of the Securities?

##### Product Type, Underlying and form of the Securities

*Product Type:* Cash Collect Protection Securities (Quanto)

*Underlying:* Enel S.p.A. (ISIN: IT0003128367 / Reference Price: Prezzo di Riferimento)

The Securities are governed by Italian law. The Securities are debt instruments in dematerialized registered form pursuant to the Italian Consolidated Law on Financial Intermediation (*Testo Unico della Finanza*). The Securities will be represented by book entry and registered in the books of the Clearing System. The transfer of the Securities operates by registration on the relevant accounts opened in the Clearing System. The international securities identification number (ISIN) of the Securities is set out in Section 1.

##### Issuance and Term

The Securities will be issued on 1 October 2024 in Czech Crown (CZK) (the "Specified Currency") as up to 30,000 Certificates. The Securities have a defined term.

##### General

The value of the Securities during their term depends mainly on the price of the Underlying. In principle, the value of the Securities rises if the price of the Underlying rises and falls if the price of the Underlying falls.

## Interest

The Securities do not bear interest.

## Additional Conditional Amount (Coupon)

Provided that no Conversion Event has occurred, the Security Holder will receive an Additional Conditional Amount (Coupon) subject to the following conditions:

- If with respect to an Additional Conditional Amount Observation Date (Coupon) (m) an Additional Conditional Amount Payment Event (Coupon) has occurred, the respective Additional Conditional Amount (Coupon) (m) will be paid on the corresponding Additional Conditional Amount Payment Date (Coupon) (m).
- If with respect to an Additional Conditional Amount Observation Date (Coupon) (m) an Additional Conditional Amount Payment Event (Coupon) has not occurred, the respective Additional Conditional Amount (Coupon) (m) will not be paid.

An Additional Conditional Amount Payment Event (Coupon) occurs, if the respective R (m) is equal to or greater than the corresponding Additional Conditional Amount Payment Level (Coupon) (m).

Additional Conditional Amount Payment Level (Coupon) (m) means the respective Additional Conditional Amount Payment Factor (Coupon) (m) multiplied by R (initial).

R (m) means with respect to the Additional Conditional Amount (Coupon) the Reference Price on the respective Additional Conditional Amount Observation Date (Coupon) (m).

<b>Additional Conditional Amount Payment Factor (Coupon) (m):</b>	100% (1)
<b>Additional Conditional Amount (Coupon) (m):</b>	CZK 4,000.00 (1)
<b>Additional Conditional Amount Payment Date (Coupon) (m):</b>	1 October 2029 (1)
<b>Additional Conditional Amount Observation Date (Coupon) (m):</b>	24 September 2029 (1)
<b>Record Date (Coupon) (m):</b>	27 September 2029 (1)

## Redemption

Provided that no Conversion Event has occurred, the Securities will be redeemed on the Final Payment Date at the Redemption Amount following an automatic exercise.

At the Final Payment Date the Redemption Amount is equal to the Minimum Amount.

## Additional definitions and product terms

R (initial) means the Reference Price on the Initial Observation Date.

<b>Calculation Amount:</b>	CZK 10,000.00
<b>Final Payment Date:</b>	1 October 2029
<b>Initial Observation Date:</b>	27 September 2024
<b>Minimum Amount:</b>	CZK 10,000.00
<b>Optional Redemption Amount:</b>	Calculation Amount

**Conversion of the Securities by the Issuer:** Upon the occurrence of one or more conversion events (for example, if price quotation of the Underlying on the Relevant Exchange is suspended indefinitely or permanently discontinued and no Replacement Exchange is available or could be determined) (the "Conversion Event") the Issuer may convert the Securities and redeem them on the Final Payment Date by payment of the Settlement Amount. The "Settlement Amount" is the market value of the Securities, with accrued interest for the period until the Final Payment Date at the market rate of interest being traded at such time for liabilities of the Issuer with the same remaining term as the Securities within ten Banking Days following the occurrence of the Conversion Event, as determined by the Calculation Agent. The Settlement Amount is in any case not less than the Minimum Amount.

**Early redemption at the option of the Issuer:** The Securities may be redeemed at any time in whole but not in part, at the option of the Issuer at their Optional Redemption Amount on or after the date specified in a notice published on the Issuer's website on giving notice to the Paying Agent and the Security Holders, if the Issuer determines that all or part of the series of Securities is or will be excluded fully or partially from the eligible liabilities available to meet the MREL Requirements (MREL Disqualification Event).

**Adjustments to the Terms and Conditions:** The Calculation Agent may adjust the Terms and Conditions of the Securities (in particular the Underlying and/or all prices of the Underlying which have been specified by the Calculation Agent) if an adjustment event (for example, each measure taken by the company that has issued the Underlying or by a third party which, as a result of a change in the legal and financial position, affects the Underlying) (the "Adjustment Event") occurs.

**Status of the Securities:** 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.

### Where will the Securities be traded?

**Admission to trading:** No application for the Securities to be admitted to trading on a regulated market has been made.

### What are the key risks that are specific to the Securities?

**Credit risk of the Issuer and risks in relation to resolution measures in relation to the Issuer:** The Securities constitute unsecured obligations of the Issuer vis-a-vis the Security Holders. Any person who purchases the Securities therefore relies on the creditworthiness of the Issuer and has, in relation to his/her position under the Securities, no rights or claims against any other person. Security Holders are subject to the risk of a partial or total failure of the Issuer to fulfil obligations which the Issuer is liable to perform under the Securities in whole or in part, for example, in the event of the Issuer's insolvency. The worse the creditworthiness of the Issuer is the higher is the risk of a loss. In the case of realization of the credit risk of the Issuer the Security Holder may sustain a total loss of his/her capital, even if the Securities provide for a Minimum Amount at their maturity. Moreover, Security Holders may become subject to resolution measures in relation to the Issuer if the Issuer is failing or likely to fail. The obligations of the Issuer under the Securities are not secured, guaranteed by third parties or protected by any deposit protection or compensation scheme.

**Risks related to market value-influencing factors:** The market value of the Securities as well as the amounts distributable under the Securities primarily depend on the price of the Underlying. However, the market value of the Securities will be affected by a number of additional factors. These are inter alia the creditworthiness of the Issuer, the relevant prevailing interest and yield rates, the market for similar securities, the general economic, political and cyclical conditions, the tradability and, if applicable, the remaining term of the Securities as well as additional Underlying-related market value-influencing factors.

**Risks related to the Redemption Amount:** The Securities will be redeemed at their maturity at the Redemption Amount. The Redemption Amount may be less than the purchase price. This means, the Security Holder only achieves a return if the Redemption Amount exceeds the individual purchase price of the Security Holder.

**Risks arising from missing ongoing payments:** Any Additional Conditional Amount (m) will only be payable if an Additional Conditional Amount Payment Event (m) occurs with respect to an Observation Date (m). If an Additional Conditional Amount Payment Event (m) does not occur, the Security Holder is not entitled to receive the respective Additional Conditional Amount (m). There is the risk, that in case of an unfavourable performance of the Underlying no payment of any Additional Conditional Amount (m) may occur.

**Risks related to shares:** The Securities are associated with similar risks for the Security Holders as in case of a direct investment in the shares specified as Underlying. The price of a share can fall sharply or it can become worthless, e.g. due to the insolvency of the issuer of the share.

**Risks related to potential conflicts of interests:** Conflicts of interest in relation to the relevant Issuer or the persons entrusted with the offer may arise, which may result in a decision to the Security Holder's disadvantage.

**Liquidity risk:** There is a risk that the Securities may not be widely distributed and no active trading market may exist and may develop for the Securities. The Issuer may, but is not obliged to, purchase Securities at any time and at any price in the open market, by tender offer or private agreement. Any Securities purchased in this way by the Issuer may be held, resold or cancelled. A repurchase of Securities by the Issuer may adversely affect the liquidity of the Securities. The Issuer cannot therefore assure that a Security Holder will be able to sell his Securities at an adequate price prior to their redemption.

## Section 4 – Key information on the offer of the Securities to the public and/or the admission to trading on a regulated market

### Under which conditions and timetable can the Investor invest in this Security?

<b>Offering Country:</b>	the Czech Republic	<b>Subscription Period:</b>	from 2 September 2024 to 26 September 2024 (2:00 pm Munich time)
<b>Issue Price:</b>	CZK 10,000.00 per Security	<b>Issue Date:</b>	1 October 2024
<b>Potential Investors:</b>	Qualified investors, retail investors and/or institutional investors	<b>Smallest transferable unit:</b>	1 Security
<b>Smallest tradeable unit:</b>	1 Security		

The Securities are offered during a Subscription Period. The public offer may be terminated by the Issuer at any time without giving any reason.

**Commissions charged by the Issuer:** The product specific initial costs contained in the Issue Price amount to CZK 380.00.

### Why is this Prospectus being produced?

**Use of proceeds:** The net proceeds from each issue of Securities by the Issuer will be used for its general corporate purposes, i.e. making profit and/or hedging certain risks.

**Underwriting:** The offer is not subject to an underwriting agreement.

**Material conflicts of interest with regard to the offer:** UniCredit Bank GmbH is the Calculation Agent of the Securities; UniCredit S.p.A. is the Principal Paying Agent of the Securities; UniCredit Bank GmbH is the arranger of the Securities.

# Shrnutí

## Oddíl 1 – Úvod, jenž obsahuje upozornění

Toto Shrnutí představuje pouze úvod k Základnímu Prospektu.

Jakékoliv rozhodnutí investora investovat do Cenných Papírů by mělo vycházet z celkového zvážení Základního Prospektu jako celku.

Investoři by mohli přijít o celý investovaný kapitál nebo o jeho část.

Pokud bude u soudu vznesen nárok týkající se údajů uvedených v tomto Základním Prospektu, může být žalující investor v souladu s příslušnou národní legislativou povinen nést náklady na překlad Základního Prospektu (včetně jeho případných příloh a Konečných Podmínek) ještě před zahájením soudního řízení.

Občanskoprávní odpovědnost se vztahuje pouze na osoby, jež předložily Shrnutí, včetně jeho příloh, avšak pouze v případě, že toto Shrnutí bude zavádějící, nepřesné nebo nekonzistentní při společném výkladu s ostatními částmi Základního Prospektu nebo že neposkytuje ve spojení s ostatními částmi Základního Prospektu všechny potřebné klíčové informace, jež mají investorům pomoci při zvažování investice do Cenných Papírů.

**Produkt, o jehož koupi uvažujete, je složitý a může být obtížně srozumitelný.**

*Cenné papíry:* CZK Digital Coupon Capital Protection Certificate on the shares of Enel S.p.A (ISIN IT0005608713)

*Emitent:* UniCredit S.p.A. (dále jen "Emitent" nebo "UniCredit" a UniCredit společně s konsolidovanými dceřinými společnostmi dále jen "Skupina UniCredit"), Piazza Gae Aulenti, 3 Tower A 20154 Milán, Itálie. Telefonní číslo: 39 02 88 621 – Web: www.unicreditgroup.eu. Identifikátor právnické osoby (LEI) Emitenta je: 549300TRUW02CD2G5692.

*Příslušný orgán:* Commission de Surveillance du Secteur Financier ("CSSF"), 283, route d'Arlon L-1150 Lucemburk. Telefonní číslo: (+352) 26 25 1 - 1.

*Datum schválení Základního Prospektu:* Základní prospekt UniCredit S.p.A. k emisi Cenných Papírů s jedním Podkladovým Aktivem a s více Podkladovými Aktivy (s (částečnou) kapitálovou ochranou) schválený ze strany CSSF dne 7. srpna 2024, ve znění pozdějších dodatků, a registrační dokument UniCredit S.p.A. schválený ze strany CSSF dne 7. srpna 2024, ve znění pozdějších dodatků, jež společně tvoří základní prospekt (dále jen "Základní Prospekt"), jsou tvořeny několika samostatnými dokumenty ve smyslu ustanovení čl. 8 odst. 6 Nařízení (EU) 2017/1129 v platném znění (dále jen "Nařízení o Prospektu").

## Oddíl 2 – Klíčové informace o Emitentovi

### Kdo je Emitentem Cenných Papírů?

UniCredit je akciová společnost založená v Itálii dle italského práva, se sídlem a hlavním místem podnikání na adrese Piazza Gae Aulenti, 3 Tower A, 20154 Milán, Itálie. Identifikátor právnické osoby (LEI) společnosti UniCredit je 549300TRUW02CD2G5692.

### Hlavní činnosti Emitenta

UniCredit je celoevropská komerční banka, s jedinečnou nabídkou služeb v Itálii, Německu, střední a východní Evropě. Záměrem UniCredit je podpořit společenský pokrok, poskytovat vysoce kvalitní služby pro všechny zúčastněné strany a odkrývat potenciál svých klientů a svých lidí v celé Evropě. UniCredit obsluhuje více než 15 milionů zákazníků po celém světě. UniCredit je organizována v pěti geografických oblastech a třech produktových odvětvích, a to řešení pro podnikovou klientelu, individuální klientelu a skupinové platby. To bance umožňuje být nablízku svým klientům a využívat rozsah celé skupiny k vývoji a nabízení nejlepších produktů na všech jejích trzích.

### Hlavní akcionáři Emitenta

Společnost UniCredit není ovládána žádnou fyzickou ani právnickou osobou ve smyslu ustanovení čl. 93 legislativního nařízení č. 58 ze dne 24. února 1998 ("Zákon o Finančních Službách") v platném znění. K 13. červnu 2024 byl hlavním akcionářem společnosti, který sdělil, že přímo či nepřímo vlastní určitý podíl v UniCredit, dle článku 120 Zákona o Finančních Službách následující subjekt: BlackRock Group (akcie: 114 907 383; podíl 7,019 %).

### Údaje o výkonném řediteli Emitenta

Výkonným ředitelem Emitenta je pan Andrea Orcel (Chief Executive Officer).

### Údaje o auditorech Emitenta

Auditorskou společností pověřenou zákonným účetním dohledem Emitenta je počas devítiletého období 2022-2030 KPMG S.p.A. (KPMG). KPMG je společnost založená dle italského práva, zapsaná v obchodním rejstříku v Miláně pod číslem 00709600159, zaregistrovaná v Rejstříku zákonných auditorů (*Registro dei Revisori Legali*) vedeném Ministrem hospodářství a financí pod registračním číslem 70623, se sídlem Via Vittor Pisani 25, 20124 Milán, Itálie.

### Které finanční informace o Emitentovi jsou klíčové?

Společnost UniCredit získala vybrané konsolidované finanční údaje uvedené v tabulce níže za roky končící 31. prosince 2023 a 2022 z auditovaných konsolidovaných účetních závěrek za finanční roky končící 31. prosince 2023 a 2022. Vybrané konsolidované finanční údaje uvedené v následující tabulce za šest měsíců končící 30. června 2024 a 30. června 2023 byly odvozeny z omezeně auditované konsolidované mezitímní účetní závěrky končící 30. června 2024 a 2023. Níže uvedené údaje u jednotlivých položek výkazu zisku a ztráty a rozvahy se vztahují k reklasifikovaným schémátům.

	Výkaz zisku a ztráty					
	Za rok končící			Za šest měsíců končící		
<i>V miliónech EUR, není-li uvedeno jinak</i>	31.12.23 (*)	31.12.22 (**)	31.12.22 (***)	30.06.24 (****)	30.06.23 (*****)	30.06.23 (*****)
	<i>auditováno</i>			<i>omezeně auditováno</i>		
Čistý úrok	14 005	10 669	10 692	3 565	3 497	3 497
Poplatky	7 463	7 625	6 841	2 120	1 928	1 905
Rezervy na úvěrové ztráty (LLP)	(548)	(1 894)	(1 894)	(15)	(12)	(21)
Zisk z obchodování	1 845	1 776	2 574	470	462	485
Měřítka finanční výkonnosti použité Emitentem v účetní závěrce například provozní zisk (Hrubý provozní zisk (Ztráta))	14 372	10 782	10 782	4 031	3 630	3 619
Čistý zisk uvedený skupinou (ztráta)	9 507	6 458	6 458	2 679	2 310	2 310

Rozvaha					
V miliónech EUR, není-li uvedeno jinak	Za rok končící			Ke dni	Hodnota jako výsledek Procezu dohledu a hodnocení ('SREP' k 31.12.2023)
	31.12.23 (*)	31.12.22 (**)	31.12.22 (***)	30.06.24 (****)	
	auditováno			omezeně auditováno	
Aktiva celkem	784 974	857 773	857 773	798 925	nevztahuje se
Nepodřízený dluh	nevztahuje se	nevztahuje se	nevztahuje se	nevztahuje se	nevztahuje se
Podřízený dluh (*****)	7 688	7 920	7 920	nevztahuje se	nevztahuje se
Půjčky a pohledávky za zákazníky (netto) [v reklasifikovaných konsolidovaných účtech označeno jako "Půjčky zákazníkům"]	429 452	455 781	455 781	433 997	nevztahuje se
Vklady od zákazníků	495 716	510 093	510 093	499 492	nevztahuje se
Vlastní kapitál skupiny	64 079	63 339	63 339	62 013	nevztahuje se
Poměr kmenového kapitálu Tier 1 (CET1) nebo jiný relevantní poměr kapitálové přiměřenosti v závislosti na emisí (%)	16,14%	16,68%	16,68%	16,32%	10,12%
Celkový poměr kapitálu (%)	20,90%	21,42%	21,42%	20,92%	14,50%
Pákový poměr vypočtený podle platného regulačního rámce (%)	5,78%	6,07%	6,07%	5,52%	3%

- (\*) Finanční údaje vztahující se k finančnímu roku končícímu 31. prosince 2023 byly převzaty z auditované konsolidované účetní závěrky UniCredit za rok končící 31. prosince 2023, jejíž audit provedl externí auditor společnosti UniCredit, tj. KPMG S.p.A.
- (\*\*) Komparativní údaj k 31. prosinci 2022 v tomto sloupci byl upraven. Částka vztahující se k roku 2022 se liší od částek uvedených v "Konsolidovaných zprávách a účetní závěrce za rok 2022".
- (\*\*\*) Jak je uvedeno v "Konsolidovaných zprávách a účetní závěrce za rok 2022".
- (\*\*\*\*) Finanční informace vztahující se k 30. červnu 2024 byly převzaty z omezeně auditované Konsolidované finanční zprávy za první pololetí společnosti UniCredit k 30. červnu 2024.
- (\*\*\*\*\*) V reklasifikovaném výkazu zisku a ztrát z roku 2024 byly srovnatelné údaje k 30. červnu 2023 přepracovány.
- (\*\*\*\*\*\*) Jak je zveřejněno v omezeně auditované Konsolidované zprávě UniCredit za první pololetí k 30. červnu 2023.
- (\*\*\*\*\*) Částky se nevztahují k reklasifikovaným schématům. Jsou převzaty z Konsolidované účetní závěrky - Poznámek ke konsolidované účetní závěrce.

### Jaká jsou hlavní rizika, která jsou specifická pro daného Emitenta?

Potenciální investoři by si měli být vědomi, že v případě výskytu některého z níže uvedených rizikových faktorů může hodnota Cenných Papírů poklesnout a že mohou utrpět i úplnou ztrátu své investice. Níže jsou popsána hlavní rizika specifická pro Emitenta:

**Rizika související s dopadem současné makroekonomické nejistoty a s dopady geopolitického napětí:** Tržní prostředí, ve kterém UniCredit působí, zůstává nadále ovlivněno vysokou mírou nejistoty, a to jak v krátkodobém, tak i střednědobém výhledu. Ekonomické důsledky plynoucí z geopolitických napětí, a to nejen v Rusku, zvýšily inflační tlaky a mohou nadále zvyšovat nejistotu pro ekonomiku Eurozóny, s možným dopadem na výkonnost Skupiny. Rusko-ukrajinská krize způsobila prudký nárůst cen komodit, další narušení globálních dodavatelských řetězců, zprísnění finančních podmínek, vyšší nejistotu a prudký pokles spotřebitelské důvěry. Od poloviny roku 2022, s růstem inflace v důsledku růstu cen energií a narušení dodávek ECB změnila svůj měnový postoj (sazba vkladového nástroje: -50 bps v červnu 2022, 0 bps v červenci, 75 bps v září, 150 bps v říjnu, 200 bps v prosinci, 250 bps v únoru 2023, 300 bps v březnu, 325 bps v květnu, 350 bps v červnu, 375 bps v červenci, 400 bps v září) a trh podle toho přehodnocuje svá očekávání v oblasti úrokových sazeb. Přestože inflace následně začala zaznamenávat klesající trajektorii, a ECB začala měnit svou měnovou politiku (DFR snížena na 375 bps v červnu 2024), která je stále restriktivní, výhled je stále obklopen riziky, nelze vyloučit další napětí v cenách komodit/energií a také nelze ignorovat vzestup probíhajícího Rusko-ukrajinského konfliktu a/nebo zintenzivnění napětí na Blízkém východě. V důsledku toho proto zůstávají očekávání ohledně výkonnosti světové ekonomiky v krátkodobém i střednědobém horizontu stále nejistá. Současné prostředí je charakterizováno vysoce nejistými prvky, vzhledem k tomu, že výše uvedené v mohlo způsobit zhoršení kvality úvěrového portfolia, a následný nárůst nesplacených úvěrů a nutnost navýšit rezervy, které budou účtovány do výkazu zisku a ztráty. Dne 9. prosince 2021 UniCredit představila finanční komunitě Strategický plán 2022-2024, který zahrnuje soubor strategických a finančních cílů, které zohledňují základní scénář a vycházejí z tehdy provedeného hodnocení. Makropředpoklady, z nichž vychází Strategický plán, vyloučily neočekávaný materiálně nepříznivý vývoj, jako je rusko-ukrajinský konflikt a zhoršení/návrat pandemie COVID 19, což jsou situace, které UniCredit pečlivě sledovala a sleduje (Z prezentace Strategického Plánu: Makropředpoklady v Strategickém Plánu berou v úvahu nedávné a existující dopady COVID-19 v době prezentace Plánu s postupnou normalizací v nadcházejících letech. Scénář nepředpokládal, že by se tehdejší situace COVID-19 v následujících letech měla vyvíjet nějak zvlášť negativně).

**Rizika související se Strategickým plánem pro období 2022-2024:** 9. prosince 2021 UniCredit představila finanční komunitě v Miláně Strategický plán na období 2022-2024 nazvaný "UniCredit Unlocked" ("**Strategický plán**" nebo "**Plán**"), který obsahuje řadu strategických, kapitálových a finančních cílů ("**Strategické cíle**"). Strategický Plán se zaměřuje na geografické oblasti UniCredit, ve kterých Emitent v současnosti působí; s finanční výkonností poháněnou třemi vzájemně propojenými pákami: nákladovou efektivitou, optimální alokací kapitálu a růstem čistých příjmů. UniCredit Unlocked přináší strategické imperativy a finanční ambice založené na šesti pilířích. Tyto strategické imperativy a finanční ambice se týkají: (i) růstu v jednotlivých regionech a rozvoje klientské franšizy, změny obchodního modelu a fungování zaměstnanců; (ii) poskytování úspor z rozsahu ze své stopy bank, transformace technologie využívající Digital & Data a začlenění udržitelnosti do všeho, co UniCredit dělá; (iii) řízení finanční výkonnosti prostřednictvím tří propojených pák. Makropředpoklady zveřejněné v prosinci 2021, z nichž vychází Strategický plán, vyloučily neočekávaný materiálně nepříznivý vývoj, jako je rusko-ukrajinský konflikt a zhoršení/návrat pandemie COVID 19, situace, které UniCredit pečlivě sledovala a sleduje (Z prezentace Strategického Plánu: Makropředpoklady v Strategickém Plánu berou v úvahu nedávné a existující dopady COVID-19 v době prezentace Plánu s postupnou normalizací v nadcházejících letech. Scénář nepředpokládal, že by se tehdejší situace COVID-19 v následujících letech měla vyvíjet nějak zvlášť negativně). Plán je založen na šesti pilířích: (i) optimalizovat prostřednictvím zlepšení provozní a kapitálové účinnosti; (ii) investovat cílenými iniciativami růstu, včetně ESG; (iii) růst čistých příjmů; (iv) zvýšit obrát; (v) posilovat pevnost díky revidovanému cíli poměru CET1 a snížení poměru hrubého NPE; a (vi) distribuovat v souladu s tvorbou organického kapitálu. Dne 24. července 2024 UniCredit představila výsledky skupiny za druhé čtvrtletí 2024 a také aktualizaci výhledu pro rok 2024 beze změn v celkové strategii, ale se zlepšenými finančními cíli. Schopnost UniCredit splnit Strategické cíle a všechna výhledová prohlášení se opírá o řadu předpokladů, očekávání, projekcí a předběžných údajů týkajících se budoucích událostí a podléhá proto řadě nejistot a dalších



faktorů, z nichž mnohé jsou mimo kontrolu UniCredit. Z uvedených důvodů upozorňujeme investory, aby při svých investičních rozhodnutích nevycházelí výhradně z prognóz a údajů uvedených ve Strategických Cílech (a nejnovějších aktualizovaných pokynů).

**Úvěrové riziko a riziko zhoršení úvěrové kvality:** Činnost, finanční a kapitálová síla a ziskovost Skupiny UniCredit závisí mimo jiné na úvěrové bonitě jejích zákazníků. Při provádění svých úvěrových aktivit je Skupina vystavena riziku, že neočekávaná změna úvěruschopnosti protistrany může vyvolat odpovídající změnu hodnoty související úvěrové expozice a vést k jejím částečným nebo úplným odpisům. Současně prostředím je i nadále charakterizováno vysoce nejistými prvky, s možností zpomalení ekonomiky, společně s ukončením záchranných opatření, jako jsou moratorium na spotřebitelské úvěry, generují zhoršování kvality úvěrového portfolia, následované zvýšením počtu nesplacených úvěrů a nutností navýšit rezervy účtované do výkazu zisků a ztrát. Rezervy na úvěrové ztráty UniCredit ("LLPs") za první pololetí stouply o 7,7 % na 11,8 mil. Eur v prvním pololetí 2024. Náklady na riziko za první pololetí se pohybovaly zhruba na úrovni 5 bps v prvním pololetí 2024. Skupina udržela objem překrytí výkonných expozic na úrovni přibližně 1,7 mld. eur, což výrazně posiluje schopnost skupiny odolávat makroekonomickým šokům. Ke 30. červnu 2024 se hrubé NPE Skupiny snížily meziročně o 3,6 % a mezičtvrtletně o 3,4 % na 11,7 miliardy eur ve druhém čtvrtletí 2024 (zatímco k 30. březnu 2024 činily 12,1 miliardy eur) s hrubým poměrem NPE ve výši 2,6 % (na stejné úrovni meziročně, -0,1 % mezičtvrtletně). K 30. červnu 2024 činily čisté NPE Skupiny 6,2 miliardy eur, což je snížení ve srovnání s 31. březnem 2024, kdy činily 6,6 miliardy eur (poměr čistých NPE Skupiny se oproti 31. březnu 2024 snížil a činí 1,4 %). Skupina přijala postupy, pravidla a zásady, jejichž cílem je zajistit monitorování a řízení úvěrového rizika, jak na úrovni jednotlivých protistran, tak i na úrovni portfolia. Existuje však riziko, že i přes tyto aktivity zaměřené na monitoring a řízení rizik by úvěrová expozice Skupiny mohla překročit předem stanovené úrovně rizika podle přijatých postupů, pravidel a zásad.

**Riziko likvidity:** Riziko likvidity odkazuje na možnost, že Skupina UniCredit by nemusela být schopna plnit své současné i budoucí očekávané a nepředvídané závazky v oblasti plateb a dodávek, aniž by to narušilo její každodenní operace nebo finanční situaci. Činnost Skupiny UniCredit podléhá zejména financování rizika likvidity, rizika likvidity trhu, rizika nesouladu a rizika nepředvídaných událostí. Nejvíce relevantními riziky, jimž Skupina může být vystavena, jsou následující: i) výjimečně vysoké využití závazných a nezávazných linek poskytovaných firemním zákazníkům; ii) neobvyklý výběr běžných a termínovaných vkladů ze strany retailových a firemních zákazníků UniCredit; iii) pokles tržní hodnoty cenných papírů, do kterých UniCredit investuje likvidní rezervy; iv) schopnost převést končící velkoobchodní financování a potenciální odliv hotovosti nebo zajištění, které může Skupina utrpět v případě snížení ratingu bank nebo státního dluhu v geografických oblastech, kde působí. Kromě toho mohou některá rizika vyplývat z omezení uplatňovaných na přeshraniční půjčky mezi bankami. V důsledku krize na finančních trzích, po níž následoval také pokles likvidity dostupné pro aktéry působící v tomto odvětví, zavedla ECB důležitá intervenční opatření v měnové politice, jako např. "Cílená dlouhodobější refinanční operace" ("TLTRO") zavedená v roce 2014 a TLTRO II zavedená v roce 2016. Tato podpora likvidity se blíží své splatnosti v prvním čtvrtletí 2024. Splacení TLTRO se uskutečnilo převážně snížením přebytku hotovostních rezerv uložených u centrálních bank a částečným zvýšením čisté repo pozice. To vedlo k větší závislosti na velkoobchodních zdrojích financování, jejichž náklady jsou ve srovnání s TLTRO obvykle vyšší a jejich existence více závisí na tržních podmínkách. Taková situace by tedy měla negativní dopad na obchodní činnost UniCredit, její provozní výsledky a ekonomickou a finanční pozici společnosti UniCredit a/nebo celé Skupiny. Hlavní indikátory používané Skupinou UniCredit k hodnocení jejího profilu likvidity jsou: (i) Ukazatel Krytí Likvidity (LCR), který představuje indikátor krátkodobé likvidity s minimálním regulačním požadavkem 100 procent od roku 2018 a který v březnu 2024 dosahoval hodnoty 149 procent, zatímco k 31. prosinci 2023 dosahoval hodnoty 154 procent (počítáno jako průměr z 12 posledních poměrů na konci měsíce), a (ii) Poměr Čistého Stabilitního Financování (NSFR), který představuje ukazatel strukturální likvidity a který byl v březnu 2024 129 procent.

**Basel III a kapitálová přiměřenost banky:** Emitent je povinen dodržovat revidované globální regulační standardy (Basel III) týkající se kapitálové přiměřenosti a likvidity bank, jež stanoví požadavky mimo jiné pro vyšší a kvalitnější kapitál, lepší pokrytí rizik, opatření podporující tvorbu kapitálu, který je možno čerpat v období stresu, a zavádění pákového poměru jako pojistky k požadavku založenému na riziku a dvou globálních standardů likvidity. Z hlediska předpisů týkajících se bankovní obezřetnosti se Emitent rovněž řídí směnicí 2014/59/EU o ozdravení a řešení problémů bank ze dne 15. května 2014 (BRRD), která je v Itálii implementována legislativním nařízením č. 180 a 181 ze dne 16. listopadu 2015 - ve znění směrnice (EU) 2019/879, "BRRD II" (implementovaná v Itálii prostřednictvím Legislativní vyhlášky č. 193 ze dne 8. listopadu 2021), jakož i příslušnými technickými standardy a pokyny vydanými regulačními orgány EU (např. Evropský orgán pro bankovníctví (EBA), které mimo jiné stanoví mechanismy pro oživení a řešení krizí a minimální požadavky na vlastní prostředky a způsobilé závazky (MREL) pro úvěrové instituce. Pokud by UniCredit nebyla schopna dodržovat kapitálové/MREL požadavky uložené příslušnými zákony a předpisy, mohla by se na ni vztahovat povinnost udržovat vyšší objem kapitálu / způsobilé závazky, což by mohlo mít případně dopad na její úvěrové hodnocení a také na podmínky financování, s následným možným omezením možností dalšího růstu UniCredit.

### Oddíl 3 - Klíčové informace o Cenných Papírech

#### Jaké jsou hlavní rysy cenných papírů?

##### Typ produktu, Podkladové Aktivum a forma Cenných Papírů

*Typ produktu:* Cenné Papíry Cash Collect Protection (Quanto) (*Cash Collect Protection Securities (Quanto)*)

*Podkladové Aktivum:* Enel S.p.A. (ISIN: IT0003128367 / Referenční Cena: Prezzo di Riferimento)

Cenné Papíry se řídí italským právem. Cenné Papíry jsou dluhové nástroje v dematerializované (zaknihované) podobě dle italského konsolidovaného zákona o finančním zprostředkování (*Testo Unico della Finanza*). Cenné papíry budou představovány zaknihováním a budou zaregistrovány v knihách Clearingového Systému. Převod Cenných Papírů probíhá registrací na příslušných účtech otevřených v Clearingovém Systému. Mezinárodní identifikační číslo cenných papírů (ISIN) Cenných Papírů je uvedeno v Oddílu 1.

##### Emise a Nominální Hodnota

Cenné Papíry budou vydány 01.10.2024 v českých korunách (CZK) ("Určená Měna"), až do 30.000 Certifikátů. Cenné papíry mají definovanou dobu platnosti.

##### Obecně

Hodnota Cenných Papírů během doby jejich platnosti závisí zejména na ceně Podkladových Aktiv. V zásadě platí, že pokud cena Podkladového Aktiva stoupá, hodnota Cenných Papírů také stoupá, a pokud cena Podkladového Aktiva klesá, hodnota Cenných Papírů také klesá.

##### Úrok

Cenné Papíry nejsou úročeny.

##### Další Podmíněná Částka (Coupon)

Nedošlo-li k ke Konverzní Události, Držitel Cenných Papírů obdrží Další Podmíněnou Částku (Coupon) za následujících podmínek:

- Pokud v souvislosti s Dnem Sledování Další Podmíněné Částky (Coupon)(m) nastala Událost pro Výplatu Další Podmíněné Částky (Coupon), bude Další Podmíněná Částka (Coupon) (m) vyplacena v příslušný Den Výplaty Další Podmíněné Částky (Coupon) (m).
- Pokud v souvislosti s Dnem Sledování Další Podmíněné Částky (Coupon) (m) nenastala žádná Událost pro Výplatu Další Podmíněné Částky (Coupon), nebude Další Podmíněná Částka (Coupon) (m) vyplacena.

Událost pro Výplatu Další Podmíněné Částky (*Coupon*) nastane, pokud je hodnota R (m) rovna nebo vyšší než příslušná Úroveň Výplaty Další Podmíněné Částky (*Coupon*) (m).

Úroveň Výplaty Další Podmíněné Částky (*Coupon*) (m) se rozumí příslušný Faktor Výplaty Další Podmíněné Částky (*Coupon*) (m) vynásobený hodnotou R (počáteční).

Hodnota R (m) znamená v souvislosti s Další Podmíněnou Částkou (*Coupon*) Referenční Cenu v příslušný Den Sledování Další Podmíněné částky (*Coupon*) (m).

<b>Faktor Výplaty Další Podmíněné Částky (<i>Coupon</i>) (m):</b>	100% (1)
<b>Další Podmíněná Částka (<i>Coupon</i>) (m):</b>	CZK 4.000 (1)
<b>Datum Výplaty Další Podmíněné Částky (<i>Coupon</i>) (m):</b>	01.10.2029 (1)
<b>Den Sledování Další Podmíněné Částky (m):</b>	24.09.2029 (1)
<b>Rozhodný Den (<i>Coupon</i>) (m):</b>	27.09.2029 (1)

### Zpětné odkoupení

Pokud nenastane žádná skutečnost Vedoucí ke Konverzi, dojde ke zpětnému odkoupení Cenných Papírů v Konečný Den Splatnosti za Částku Zpětného Odkoupení na základě automatického uplatnění práva.

Částka Zpětného Odkoupení je v Konečný Den Splatnosti rovna Minimální Částce.

### Další definice a podmínky produktu

R (počáteční) znamená Referenční Cenu v Počáteční Den Sledování.

<b>Částka Výpočtu:</b>	CZK 10.000
<b>Konečný Den Splatnosti:</b>	01.10.2029
<b>Počáteční Den Sledování:</b>	27.09.2024
<b>Minimální Částka:</b>	CZK 10.000
<b>Částka Nepovinného Zpětného Odkoupení:</b>	Částka Výpočtu

**Konverze Cenných Papírů Emitentem:** Při výskytu jedné nebo několika skutečností vedoucích ke konverzi (např. kotace Podkladového Aktiva na příslušné Relevantní Burze je definitivně ukončena a nelze určit žádnou Náhradní Burzu) (dále jen "**Skutečnost Vedoucí ke Konverzi**") může Emitent provést konverzi Cenných Papírů a odkoupit je v Konečný Den Splatnosti vyplacením Částky Vypořádání. "**Částkou Vypořádání**" se rozumí tržní hodnota Cenných Papírů s naběhlým úrokem za období do Konečného Dne Splatnosti při tržní úrokové sazbě, která se v takovém čase obchoduje za závazky Emitenta se stejnou zbývající dobou platnosti jako Cenné Papíry do deseti Bankovních Dnů od vzniku Skutečnosti Vedoucí ke Konverzi, jak určí Zástupce pro Výpočty. Částka Vypořádání nesmí být nižší než Minimální Částka.

**Předčasné odkoupení z rozhodnutí Emitenta:** Cenné Papíry mohou být kdykoli zpětně odkoupeny jako celek, avšak nikoli po částech, na základě rozhodnutí Emitenta za Částku Nepovinného Zpětného Odkoupení, a to nejdříve k datu uvedenému v oznámení uveřejněném na webu Emitenta o informování Zástupce pro Platby a Držitelů Cenných Papírů, pokud Emitent dospěje k závěru, že celá nesplacená nominální částka Cenných Papírů nebo její část je nebo bude v plném rozsahu nebo zčásti vyloučena z dostupných způsobilých závazků pro plnění Požadavků MREL (Skutečnost Vedoucí k Diskvalifikaci z MREL).

**Úpravy Podmínek:** Zástupce pro Výpočty může provést úpravu Podmínek Cenných Papírů (zejména příslušných Podkladových Aktiv a/nebo všech cen Podkladových Aktiv, jež byly specifikovány Zástupcem pro Výpočty), pokud nastane některá skutečnost opravňující jej k takové úpravě (např. opatření společnosti, která Podkladové Aktivum emitovala) (dále jen "**Skutečnost Vedoucí k Úpravě**").

**Status Cenných Papírů:** Závazky vyplývající z Cenných Papírů představují přímé, bezpodmínečné a nezajištěné závazky Emitenta, řazené (s výhradou případných dalších závazků, jimž platné právní předpisy přiznávají prioritní postavení, (a dále s výhradou případných nástrojů záchrany (bail-in) implementovaných podle italského práva)) pari passu se všemi ostatními nezajištěnými závazky (vyjma závazků podřízených seniorním dluhopisům (včetně neprioritních seniorních dluhopisů a jakýchkoli dalších závazků, u nichž zákon povoluje podřízené postavení ve vztahu k seniorním dluhopisům po Datu Emise), pokud existují) Emitenta, existující v současné době či v budoucnosti a v případě seniorních dluhopisů pari passu, rovnocenně a bez jakýchkoli preferencí mezi sebou.

### Kde budou Cenné Papíry obchodovány?

**Přijetí k obchodování:** Nebyla podána žádost o přijetí Cenných Papírů k obchodování na regulovaném trhu.

### Jaká jsou hlavní rizika, která jsou specifická pro tyto Cenné Papíry?

**Úvěrové riziko Emitenta a rizika související s protikrizovými opatřeními ve vztahu k Emitentovi:** Cenné Papíry představují nezajištěné závazky Emitenta vůči Držitelům Cenných Papírů. Každý, kdo si koupí Cenné Papíry, tak spoléhá na úvěrovou bonitu Emitenta a nemá ve vztahu ke své pozici spojené s Cennými Papíry žádná práva či nároky vůči jakékoli jiné osobě. Držitelé Cenných Papírů jsou vystaveni riziku částečného nebo úplného nesplnění povinností Emitenta při plnění závazků, jež je Emitent povinen plnit ve vztahu k Cenným Papírům jako celku nebo ve vztahu k jejich části, např. v případě insolvence Emitenta. Čím horší je úvěrová bonita Emitenta, tím vyšší je riziko ztráty. V případě realizace úvěrového rizika Emitenta může Držitel Cenných Papírů utrpět úplnou ztrátu svého kapitálu, a to i v případě, že Cenné Papíry nabízejí Minimální Částku při splatnosti. Kromě toho se na Držitele Cenných Papírů mohou vztahovat protikrizová opatření přijatá ve vztahu k Emitentovi, pokud dojde k jeho úpadku nebo pokud takový úpadek hrozí. Povinnosti Emitenta vyplývající z Cenných Papírů nejsou zajištěny, zaručeny třetími stranami, či chráněny žádným systémem ochrany vkladů nebo kompenzací.

**Rizika související s faktory ovlivňujícími tržní hodnotu:** Tržní hodnota Cenných Papírů a výše částek vyplácených na základě Cenných Papírů primárně závisí na ceně Podkladových Aktiv. Kromě toho je však tržní hodnota Cenných Papírů ovlivněna celou řadou dalších faktorů. Mezi ně patří mimo jiné úvěrová bonita Emitenta, relevantní převládající úrokové a výnosové sazby, trh podobných cenných papírů, obecně ekonomické, politické a cyklické

podmínky, obchodovatelnost a případně zbývající doba platnosti Cenných Papírů, jakož i další faktory ovlivňující tržní hodnotu související s Podkladovými Aktivy.

**Rizika související s Částkou Zpětného Odkoupení:** Ke zpětnému odkoupení Cenných Papírů dojde v den jejich splatnosti vyplacením Částky Zpětného Odkoupení. Částka zpětného odkupu může být nižší než kupní cena. To znamená, že Držitel Cenných Papírů dosáhne výnosu pouze v případě, že Částka Zpětného Odkoupení bude vyšší než individuální kupní cena Držitele Cenných Papírů.

**Rizika související s prodloužením u průběžných plateb:** Další Podmíněná Částka (m) bude vyplacena pouze v případě, že nastane Událost Výplaty Další Podmíněné Částky (m) v souvislosti s Dnem Sledování (m). Pokud k Události Výplaty Další Podmíněné Částky (m) nedojde, nemá Držitel Cenných papírů nárok na výplatu příslušné Další Podmíněné Částky (m). Existuje riziko, že v případě nepříznivé výkonnosti Podkladového Aktiva nemusí dojít k výplatě žádné Další Podmíněné Částky (m).

**Rizika spojená s akciemi:** S Cennými Papíry jsou pro Držitele Cenných Papírů spojena obdobná rizika jako v případě přímé investice do akcií uvedených jako Podkladové Aktivum. Cena akcie může prudce klesnout nebo se akcie může stát bezcennou, např. v důsledku platební neschopnosti emitenta akcie.

**Rizika související s potenciálním střetem zájmů:** Ve vztahu k Emitentovi nebo osobám pověřeným realizací nabídky může dojít ke střetu zájmů, což může mít za následek rozhodnutí v neprospěch Držitelů Cenných Papírů.

**Riziko likvidity:** Existuje riziko, že by Cenné Papíry nemusely být široce distribuovány a že by pro Cenné Papíry nemusel existovat nebo se rozvinout žádný aktivní trh pro obchodování. Emitent může, avšak není povinen, nakoupit Cenné Papíry kdykoli a za jakoukoli cenu na otevřeném trhu, buď na základě veřejné nabídky nebo soukromé dohody. Jakékoli takto Emitentem nakoupené Cenné Papíry mohou být dál drženy, přeprodány či zrušeny. Opětný nákup Cenných Papírů Emitentem může negativním způsobem ovlivnit likviditu Cenných Papírů. Emitent tak nemůže zajistit, že Držitelé Cenných Papírů budou schopni prodat své Cenné Papíry před dnem zpětného odkoupení za adekvátní cenu.

#### Oddíl 4 – Klíčové informace o veřejné nabídce Cenných Papírů nebo o jejich přijetí k obchodování na regulovaném trhu

##### Za jakých podmínek a podle jakého časového rozvrhu mohou investovat do tohoto Cenného Papíru?

<b>Země Nabídky:</b>	Česká republika	<b>Období Upisování:</b>	Od 02.09.2024 do 26.09.2024 (14:00 hod. mnichovského času)
<b>Emisní Cena:</b>	CZK 10.000 za jeden Cenný Papír	<b>Den Emise:</b>	01.10.2024
<b>Potenciální Investoři:</b>	Kvalifikovaní investoři, retailoví investoři a/nebo institucionální investoři	<b>Nejmenší Převoditelná Jednotka:</b>	1 Cenný Papír
<b>Nejmenší Obchodovatelná Jednotka:</b>	1 Cenný Papír		

Cenné Papíry jsou nabízeny v průběhu Období Upisování. Emitent může veřejnou nabídku kdykoliv bez uvedeného důvodu zrušit.

**Províze účtované Emitentem:** Vstupní náklady pro tento produkt zahrnuté v Emisní Ceně jsou ve výši CZK 380.

##### Proč je tento Prospekt sestavován?

**Použití výnosů:** Čisté výnosy z každé emise Cenných Papírů Emitent použije pro své všeobecné obchodní účely, tj. pro tvorbu zisku a/nebo k zajištění před určitými riziky.

**Upisování:** Nabídka není předmětem smlouvy o upisování.

**Podstatný střet zájmů ve vztahu k nabídce:** UniCredit Bank AG je Zástupce pro Výpočty ve vztahu k Cenným Papírům; UniCredit S.p.A. je Hlavní Zástupce pro Platby ve vztahu k Cenným Papírům; UniCredit Bank AG je aranžér ve vztahu k Cenným Papírům;