

Final Terms

dated 2 January 2023

UniCredit S.p.A.

Legal entity identifier (LEI): 549300TRUW02CD2G5692

Issue of

Garant Zertifikat 06/2028 der UniCredit S.p.A. auf das Private Banking Vermögensportfolio Nachhaltig 70 - AK 1 EUR (D)

ISIN IT0005508483

(the "**Securities**")

under the

Base Prospectus for the issuance of Securities with Single Underlying and Multi Underlying (with partial capital protection) dated 1 December 2022

within the

Issuance Programme of UniCredit S.p.A.

*These final terms (the "**Final Terms**") have been prepared for the purposes of Article 8 (4) of the Regulation (EU) 2017/1129, as applicable at the date of the Base Prospectus (the "**Prospectus Regulation**"). In order to get the full information the Final Terms are to be read together with the information contained in the Securities Note dated 1 December 2022 relating to the Base Prospectus for the issuance of Securities with Single Underlying and Multi Underlying (with partial capital protection) of UniCredit S.p.A. (the "**Issuer**") and the Registration Document of the Issuer dated 1 December 2022 (the "**Registration Document**"), which together constitute a base prospectus consisting of separate documents in accordance with Article 8 (6) of the Prospectus Regulation (the "**Base Prospectus**"), and any supplements to the Registration Document and/or the Base Prospectus pursuant to Article 23 of the Prospectus Regulation (the "**Supplements**").*

The Base Prospectus, including the Registration Document, as supplemented, these Final Terms and a separate copy of the issue specific summary are available on www.onemarkets.de (for investors in the Federal Republic of Germany) (along with the respective product details which will be available if the WKN or the ISIN is typed in the search function).

The validity of the above mentioned Base Prospectus dated 1 December 2022, under which the Securities described in these Final Terms are issued, ends on 1 December 2023. 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) (including the information incorporated by reference in the latest base prospectus from the base prospectus, under which these securities have initially been issued) 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 www.onemarkets.de (for investors in the Federal Republic of Germany)

An issue specific summary is annexed to these Final Terms.

SECTION A – GENERAL INFORMATION

Issue Date and Issue Price:

Issue Date: 21 February 2023 (the "**Issue Date**")

Issue Price: EUR 1,025.00 per Security (the "**Issue Price**")

Selling concession:

An upfront fee in the amount of EUR 25.00 is included in the Issue Price.

Other commissions:

The product specific initial costs contained in the Issue Price amount to EUR 56.

Issue volume:

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.

Product Type:

Garant Performance Securities (Product Type 1) (Non-Quanto Securities)

Interest:

The Securities do not bear interest.

Admission to trading:

Application will be made for the Securities to be admitted to trading with effect from 21 February 2023 on the following markets:

- Regulierter Markt der Börse München (Regulated Market of the Munich Stock Exchange)

Application to listing will be made as of 21 February 2023 on the following markets:

- Regulierter Markt der Börse München (*Regulated Market of the Munich Stock Exchange*)

Payment and delivery:

Delivery against payment

Terms and conditions of the offer:

Prohibition of Sales to EEA Retail Investors: Not applicable

Day of the first public offer: 2 January 2023

The Securities are offered during a Subscription Period (the "**Offer Period**").

Subscription Period: 2 January 2023 to 16 February 2023 (2:00 pm Munich time).

The smallest transferable unit is 1 Security.

The smallest tradable unit is 1 Security.

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

A public offer will be made in Germany.

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.

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

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.

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.

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.

Placement and Underwriting:

Not applicable.

Consent to the use of the Base Prospectus:

The Issuer consents to the use of the Base Prospectus by all financial intermediaries (so-called general consent).

Such consent to use the Base Prospectus is given during the period of the validity of the Base Prospectus.

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

The Issuer's consent to the use of the Base Prospectus is subject to the condition that (i) each financial intermediary complies with the applicable selling restrictions and the terms and conditions of the offer and (ii) the consent to the use of the Base Prospectus has not been revoked.

Moreover, the Issuer's consent to the use of the Base Prospectus is subject to the condition that the financial intermediary using the Base Prospectus 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 prospectus is used with the consent of the Issuer and subject to the conditions set forth with the consent.

Besides, the consent is not subject to any other conditions.

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

Any of the Distributors and their affiliates may be customers or borrowers of the Issuer and its affiliates. In addition, any of such Distributors or affiliates may have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for the Issuer, or its affiliates in the ordinary course of business.

UniCredit S.p.A. and UniCredit Bank AG have a conflict of interest with regard to the Securities as they belong to UniCredit Group.

UniCredit Bank AG is the Calculation Agent of the Securities.

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

UniCredit Bank AG 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

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

§ 2**Principal Paying Agent, Paying Agent, Calculation Agent**

- (1) *Paying Agents:* The "**Principal Paying Agent**" is UniCredit S.p.A., Piazza Gae Aulenti 3 - Tower A - 20154 Milan, Italy. The Issuer may appoint additional paying agents (the "**Paying Agents**") and revoke such appointment. The appointment and revocation shall be published pursuant to § 6 of the General Conditions.
- (2) *Calculation Agent:* The "**Calculation Agent**" is UniCredit Bank AG, 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 the Issuer is 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 authorizations 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 from then on 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 from then on 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. 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).

- (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.

For the avoidance of doubt, 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 left out)

§ 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 Section 6 of these Terms and 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 the Terms and Conditions of the Securities 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 the Terms and Conditions of the Securities 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 the Terms and Conditions of the Securities 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 the Terms and Conditions of the Securities 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**PART B - PRODUCT AND UNDERLYING DATA**
(the "Product and Underlying Data")**§ 1****Product Data**

ISIN:	IT0005508483
WKN:	A2FHCP
Reuters:	IT0005508483=HVBG
Series Number:	P2615670
Tranche Number:	1

Issuance Data

First Trade Date:	7 December 2022
Issue Date:	21 February 2023
Nominal Amount:	EUR 1,000.00
Specified Currency:	Euro (" EUR ")
Website for Notices:	www.onemarkets.de/wertpapiermitteilungen
Website of the Issuer:	www.unicreditgroup.eu
Issue Volume of Series in units:	up to 25,000 Securities
Issue Volume of Tranche in units:	up to 25,000 Securities
Issue Price:	EUR 1,025.00 per Security

Specific Data

Underlying:	Private Banking Vermögensportfolio Nachhaltig 70 - AK 1 EUR (D)
Reference Price:	Net Asset Value (per Fund Share)
Final Strike Level:	100%
Final Participation Factor:	100%
Floor Level:	100%
Minimum Amount:	EUR 1,000.00
Initial Observation Date:	17 February 2023
Final Observation Date:	14 June 2028
Exercise Date:	14 June 2028
Final Payment Date:	21 June 2028

§ 2

Underlying Data

Underlying:	Private Banking Vermögensportfolio Nachhaltig 70 - AK 1 EUR (D)
Underlying Currency:	EUR
ISIN:	DE000A0M03Y9
Reuters:	LP65095468
Bloomberg:	FINAWA1 GR Equity
Website:	www.amundi.com

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

PART C - SPECIAL CONDITIONS OF THE SECURITIES

(the "**Special Conditions**")

§ 1

Definitions

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

- (a) changes are made in one of the Fund Documents without the consent of the Calculation Agent which affect the ability of the Issuer to hedge its obligations under the Securities, in particular changes with respect to (i) the risk profile of the Fund, (ii) the investment objectives or investment strategy or investment restrictions of the Fund, (iii) the currency of the Fund Shares, (iv) the method of calculating the NAV or (v) the timetable for the subscription, issue, redemption or transfer of the Fund Shares; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith;
- (b) requests for the subscription, issue, redemption and/or transfer of Fund Shares are not or only partially executed;
- (c) fees, premiums, discounts, charges, commissions, taxes or similar fees are levied for the issue or redemption of Fund Shares; whether the conditions are fulfilled shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith;
- (d) the Fund or the Management Company or a Fund Service Provider appointed for this purpose by the Fund or the Management Company fails to publish the NAV as scheduled or in accordance with normal practice or as specified in the Fund Documents;
- (e) a change in the legal form of the Fund;
- (f) a change of significant individuals in key positions at the Management Company or in the Fund Management; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith;
- (g) (i) a change in the legal, accounting, tax or regulatory treatment of the Fund or of the Management Company; or (ii) the suspension, cancellation, revocation or absence of the accreditation or registration of the Fund or of the Management Company; or (iii) the suspension, cancellation, revocation or absence of an authorisation of the Fund or the Management Company by the relevant authority; or (iv) the initiation of investigatory proceedings by the supervisory authorities, a conviction by a court or an order by a competent authority relating to the activities of the Fund, the Management Company or a Fund Services Provider, or of individuals in key positions at the Management Company or in the Fund Management as a result of misconduct, a violation of the law or for similar reasons; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith;
- (h) a breach by the Fund or the Management Company of the investment objectives, the investment strategy or the investment restrictions of the Fund (as defined in the Fund Documents) that is material, or a breach of statutory or regulatory requirements by the Fund or the Management Company; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith;
- (i) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) which requires the Issuer, in relation to the subscription, purchase, redemption, sale or holding of Fund Shares, (i) to create a reserve or provision, or (ii) to increase the amount of regulatory capital held by the Issuer with respect to complying with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Securities to an extent that is significant in comparison with the conditions applying on the First Trade Date; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith;
- (j) a change in laws or regulations or in their implementation or interpretation (whether formally or informally) as a result of which compliance by the Issuer with the terms of the agreements it has entered into for the purpose of hedging its obligations under the Securities would become unlawful or impracticable or would entail substantially higher costs; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith;

- (k) an increase in the proportion of the volume held by the Issuer alone or together with a third party with which the Issuer enters into a hedging transaction with respect to the Securities beyond 20 % of the outstanding Fund Shares due to reasons for which the Issuer is not solely responsible;
- (l) the Issuer is required to consolidate the Fund as a result of accounting or other regulations;
- (m) the sale or redemption of the Fund Shares for reasons beyond the control of the Issuer and not relating to the Securities, provided that this is not solely for the purpose of entering into or unwinding hedging transactions;
- (n) an event or circumstance that has or could have the following effects: (i) the suspension of the issuance of additional Fund Shares or of the redemption of existing Fund Shares or (ii) the reduction of the number of Fund Shares of a shareholder in the Fund for reasons outside the control of that shareholder or (iii) the subdivision, consolidation or reclassification of the Fund Shares or (iv) payments in respect of a redemption of Fund Shares being made partly or wholly by means of a distribution in kind instead of for cash or (v) the creation of side pockets for segregated assets; whether the conditions are fulfilled shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith;
- (o) the Management Company or a Fund Services Provider discontinues its services for the Fund or loses its accreditation, registration, approval or authorisation and is not immediately replaced by another services provider which is of similarly good standing; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith;
- (p) (i) an order or valid resolution for a winding-up, dissolution, termination, liquidation or an event with similar effects in relation to the Fund or the Fund Shares, (ii) the initiation of composition, bankruptcy or insolvency proceedings, a demerger or spin-off, a reclassification or consolidation, such as a change in the share class of the Fund or the merger of the Fund into or with another fund, (iii) a requirement to transfer all the Fund Shares to a trustee, liquidator, insolvency administrator or similar office-holder or (iv) the legal prohibition of transfers of the Fund Shares by the shareholders;
- (q) the initiation of composition, bankruptcy, insolvency, dissolution or comparable proceedings with respect to the Fund or the Management Company;
- (r) the Issuer loses the right to use the Fund Share as the Underlying for the Securities due to reasons for which the Issuer is not solely responsible;
- (s) a change in the tax laws and regulations or a change in case law or the administrative practice of the tax authorities which has negative consequences for the Issuer or a Security Holder; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith;
- (t) a change or the cancellation or the announced cancellation of the notification of the bases of taxation for the Fund in accordance with the applicable provisions of the German Investment Tax Act (Investmentsteuergesetz, "InvStG") and such change or cancellation would have a negative consequence 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;
- (u) changes in the investment or distribution policy of the Fund which could have a substantial negative effect on the amount of the Fund's distributions as well as distributions which diverge significantly from the Fund's normal distribution policy to date; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith;
- (v) the Fund or the Management Company or a company affiliated to it breaches the rebate or any other agreement entered into with the Issuer in relation to the Fund in a significant respect (e.g. lowering of rebate levels or non-payment of agreed rebates) or terminates that agreement; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith;
- (w) the Fund or the Management Company, contrary to normal practice to date, fails to provide the Calculation Agent with information that the latter reasonably considers necessary to enable it to monitor compliance with the Fund's investment guidelines or restrictions in a timely manner; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith;
- (x) the Fund or the Management Company fails to provide the Calculation Agent with the audited statement of accounts and, where relevant, the half-yearly report as soon as possible after receiving a corresponding request; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith;

- (y) any other event that could have a noticeable adverse effect on the NAV of the Fund or the ability of the Issuer to hedge its obligations under the Securities on more than a temporary basis; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith;
- (z) the NAV is no longer published in the Underlying Currency,
- (aa) starting 31 December 2018, the Issuer does not receive with respect to at least for one Calculation Date in each calendar month a list of the investments held by the Fund and their weighting and, if the Fund invests in other funds, the corresponding positions of the investments held by these funds and their weighting on the next Banking Day;
- (bb) a Hedging Disruption occurs.

The Calculation Agent is under no obligation to monitor whether or not one of the events referred to above has occurred.

"Administrator" means the Administrator of the Fund. If the Fund or the Management Company appoints another person, company or institution as the Administrator of the Fund, each and every reference to the Administrator in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Administrator.

"Auditor" means the Auditor of the Fund. If the Fund or the Management Company specifies another person, company or institution as the Auditor of the Fund, each and every reference to the Auditor in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Auditor.

"Banking Day" means each day (other than a Saturday or Sunday) on which the Clearing System and the Trans-European Automated Real-time Gross settlement Express Transfer-System (TARGET2) ("**TARGET2**") are open for business.

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

"Calculation Date" means each day on which the Reference Price is normally published by the Fund or Management Company.

"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),

that becomes effective on or after the First Trade Date,

- (a) 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 or
- (b) the costs associated with the obligations under the Securities have increased substantially (including but not limited to an increase in tax obligations, the reduction of tax benefits or other negative consequences with regard to tax treatment).

The decision as to whether the preconditions exist shall be made by the Issuer acting in accordance with relevant market practice and in good faith.

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

"Conversion Event" means Fund Conversion Event.

"Custodian Bank" means the Custodian Bank of the Fund. If the Fund or the Management Company specifies another person, company or institution as the Custodian Bank of the Fund, each and every reference to the Custodian Bank in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Custodian Bank.

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

"Final Participation Factor" means the Final Participation Factor 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.

"Final Strike Level" means the Final Strike Level 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.

"Floor Level" means the Floor Level, 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.

"Fund" means, in relation to a Fund Share, the investment fund issuing that Fund Share or the investment fund in whose assets the Fund Share represents a proportional interest.

"Fund Conversion Event" means each of the following events:

- (a) no suitable Replacement Underlying 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) a Change in Law and/or a Hedging Disruption occurs;
- (c) an adjustment pursuant to § 8 (1) of the Special Conditions is not possible or not justifiable with regard to the Issuer and/or the Security Holders (respectively a **"Fund Replacement Event"**); whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith.

"Fund Documents" means, in relation to the Fund, in each case, if available and in the respective valid version: the annual report, the half-yearly report, the interim reports, the sales prospectus, the terms and conditions of the Fund the articles of association or shareholder agreement, the key investor information document and all other documents of the Fund in which the terms and conditions of the Fund and of the Fund Shares are specified.

"Fund Management" means the persons responsible for the portfolio and/or the risk management of the Fund.

"Fund Services Provider" means, if available, in relation to a Fund the Administrator, the Investment Adviser, the Custodian Bank, the Management Company, the Portfolio Manager and the Auditor of the Fund.

"Fund Share" means a unit or share of the Fund and of the class set out in § 1 of the Product and Underlying Data.

"Hedging Disruption" means that the Issuer, due to reasons for which the Issuer is not solely responsible, is not able to

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or
- (b) realise, reclaim or pass on proceeds from such transactions or assets,

under conditions which are economically substantially equivalent to those on the First Trade Date; whether this is the case shall be determined by the Issuer acting in accordance with relevant market practice and in good faith.

"Increased Costs of Hedging" means that the Issuer has to pay a substantially higher amount of taxes, duties, expenditures and fees (with the exception of broker fees) compared to the First Trade Date in order to

- (a) close, continue or carry out transactions or acquire, exchange, hold or sell assets (respectively) which are needed in order to hedge price risks or other risks with regard to its obligations under the Securities, or
- (b) realise, reclaim or pass on proceeds from such transactions or assets,

whether this is the case shall be determined by the Issuer acting in accordance with relevant market practice and in good faith. Cost increases due to a deterioration of the credit-worthiness of the Issuer or other reasons for which the Issuer is solely responsible are not considered as Increased Costs of Hedging.

"Investment Adviser" means the Investment Adviser of the Fund. If the Fund or the Management Company specifies another person, company or institution as the Investment Adviser of the Fund, each and every reference to the Investment Adviser in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Investment Adviser.

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

"Management Company" means of the Fund. If the Fund specifies another person, company or institution as the Management Company of the Fund, each and every reference to the Management Company in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Management Company.

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

- (a) the failure to calculate or the non-publication of the calculation of the NAV as a result of a decision by the Management Company or by the Fund Services Provider on behalf of the Management Company;
- (b) the closure, conversion or insolvency of the Underlying or other circumstances which make it impossible to determine the NAV;
- (c) it is not possible to trade Fund Shares at the NAV. This also covers cases in which the Fund, the Management Company or the Fund Services Provider on their behalf decides to suspend the redemption or issue of Fund Shares for a specified period or to restrict the redemption or issue of Fund Shares to a specified portion of the volume of the Fund or to levy additional fees;
- (d) the Fund or the Management Company redeems the Fund Shares in kind instead of payment in cash;
- (e) comparable events which affect the ability of the Issuer to hedge its obligations under the Securities; or
- (f) in general the suspension or restriction of trading on exchanges, futures exchanges or markets on which financial instruments or currencies which constitute a significant factor affecting the value of the Fund are listed or traded,

to the extent that the 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.

"NAV" means the official net asset value (the **"Net Asset Value"**) for a Fund Share as published by the Fund or the Management Company or by a third person on their behalf and at which it is actually possible to redeem Fund Shares.

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

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

"Final Observation Date" means the Final Observation Date as specified in § 1 of the Product and Underlying Data. If the Final Observation Date is not a Calculation Date, the immediately following day which is a Calculation Date shall be the Final Observation Date. The Final Payment Date shall be postponed correspondingly. 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 Nominal Amount.

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

"Performance of the Underlying" means the difference of (i) the quotient of R (final) as the numerator and R (initial) as the denominator and (ii) the Final Strike Level.

"Portfolio Manager" means the Portfolio Manager of the Fund. If the Fund or the Management Company specifies another person, company or institution as the Portfolio Manager of the Fund, each and every reference to the Portfolio Manager in these Terms and Conditions shall be deemed, depending on the context, to refer to the new Portfolio Manager.

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

"R (final)" means the Reference Price on the Final Observation Date.

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

"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.

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

"**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

Interest: The Securities do not bear interest.

§ 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 an amount in the Specified Currency calculated or specified by the Calculation Agent as follows:

Redemption Amount = Nominal Amount x (Floor Level + Final Participation Factor x Performance of the Underlying)

However, the Redemption Amount is not less than 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 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 nearest EUR 0.01, with EUR 0.005 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 shall 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 30 consecutive Banking Days, the Calculation Agent shall determine acting in accordance with relevant market practice and in good faith the respective Reference Price required for the calculations or, respectively, specifications described in the Terms and Conditions of these Securities. Such Reference Price shall be the reasonable price determined in accordance with prevailing market conditions at 10:00 a.m. (Milan local time) on this 31st Banking Day, taking into account the economic position of the Security Holders.

If within these 30 Banking Days traded Derivatives of the Underlying expire or are settled on the Determining Futures Exchange, the settlement price established by the Determining Futures Exchange for the there traded Derivatives will be taken into account in order to conduct the calculations or, respectively, specifications described in the Terms and Conditions of these Securities. In that case, the expiration date for those Derivatives is the respective Observation Date.

§ 8

Adjustments, Type of Adjustment, Replacement Specification, Notifications

- (1) *Adjustments:* If an Adjustment Event occurs the Calculation Agent is authorised to adjust the Terms and Conditions of these Securities (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, in particular if the circumstance that triggered the Adjustment Event has not only an insignificant impact on the economic characteristics of 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.

For this purpose, the Calculation Agent will take into account the remaining term of the Securities as well as the latest available NAV or the liquidation proceeds for the Fund. In making the adjustment, the

Calculation Agent will take into account additional direct or indirect costs incurred by the Issuer in the course of or in connection with the respective Adjustment Event, including, inter alia, taxes, retentions, deductions or other charges borne by the Issuer. The adjustments made and the time of their initial application will be published in accordance with § 6 of the General Conditions.

- (2) *Type of Adjustment:* In the context of an Adjustment the Calculation Agent may undertake in particular the following measure in accordance with paragraph (1) above:

Replacement of the Underlying: It may replace the Underlying by a Replacement Underlying and if necessary redefine the Product and Underlying Data. As a "**Replacement Underlying**" another fund or fund share can be considered which is comparable to the original Underlying in terms of its investment strategy, distribution policy and risk profile. If the Calculation Agent designates a Replacement Underlying, from the Adjustment Date on (as defined in paragraph (4) 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) *Replacement Specification:* If a published NAV of the Underlying as required pursuant to the Terms and Conditions of these Securities is subsequently corrected and the correction (the "**Corrected Value**") is published by the Management Company after the original publication but prior to the Final Payment Date, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall specify the relevant value again using the Corrected Value (the "**Replacement Specification**") and publish it pursuant to § 6 of the General Conditions. However, if the Calculation Agent is informed of the Corrected Value less than two Banking Days prior to the date on which a payment whose amount is determined wholly or partly with reference to this price of the Underlying is to be made, then the relevant value will not be specified again.
- (4) *Notifications:* All Adjustments as described in this § 8 and undertaken by the Calculation Agent as well as the designation of the time of the first application (the "**Adjustment Date**") take place by notification of the 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 outstanding nominal amount 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.

UniCredit S.p.A.

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: Garant Zertifikat 06/2028 der UniCredit S.p.A. auf das Private Banking Vermögensportfolio Nachhaltig 70 - AK 1 EUR (D) (ISIN IT0005508483)

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 Single Underlying and Multi Underlying Securities (with partial capital protection) approved by the CSSF on 01/12/2022, as supplemented from time to time, and the registration document of UniCredit S.p.A. approved by the CSSF on 01/12/2022, 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 two product factories, Corporate and Individual 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 2 November 2022, the main shareholders who have disclosed that they hold, directly or indirectly, a relevant participation in UniCredit, pursuant to Article 120 of the Financial Services Act, were: BlackRock Group (shares: 114,907,383; 5.682% owned); Allianz Group (shares: 69,622,203; 3.443% 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 2013-2021 nine-year period has been Deloitte & Touche S.p.A. (Deloitte). Deloitte is a company incorporated under the laws of Italy, enrolled with the Companies' Register of Milan under number 03049560166 and registered with the Register of Statutory Auditors (*Registro dei Revisori Legali*) maintained by Minister of Economy and Finance effective from 7 June 2004 with registration number no: 132587, having its registered office at via Tortona 25, 20144 Milan, Italy. It should be noted that, for the 2022-2030 nine-year period, the shareholders' meeting of UniCredit held on 9 April 2020, has appointed KPMG S.p.A. to act as UniCredit's external auditor, with registered office at Via Vittor Pisani 25, Milan, registered with the Register of Statutory Auditors (*Registro dei Revisori Legali*) with registration number no: 00709600159.

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 2021 and 2020 from the audited consolidated financial statements for the financial year ended 31 December 2021 and 2020. The selected consolidated financial information included in the table below: (i) for the nine months ended 30 September 2022 and 30 September 2021 restated in relation to the income statement was derived from the unaudited consolidated interim financial report as at 30 September 2022 – Press release; (ii) for the nine months ended 30 September 2021 was derived from the limited audit interim consolidated financial statements as at 30 June 2021 which reviewed the condensed interim consolidated financial statements and unaudited consolidated interim financial report as at 30 September 2021 – Press release. The selected consolidated financial information included in the table below at the date of 30 September 2022 in relation to the balance sheet was derived from the unaudited consolidated interim financial report as at 30 September 2022 – Press release. The figures below for the items of income statement and balance sheet refer to the reclassified schemes.

Income statement						
EUR millions, except where indicated	As for the year ended			As for the nine months ended		
	31 Dec 21 (*)	31 Dec 20 (**)	31 Dec 20 (***)	30 Sep 22 (****)	30 Sep 21 (*****)	30 Sep 21 (*****)

	audited			unaudited		
Net interest	9,060	9,441	9,441	7,266	6,623	6,654
Fees	6,692	5,968	5,976	5,219	5,079	5,012
Loan Loss Provisions (LLPs)	(1,634)	(4,996)	(4,996)	(1,366)	(824)	(824)
Trading income	1,638	1,412	1,412	1,961	1,351	1,418
Measure of financial performance used by the Issuer in the financial statements such as operating profit (Gross operating profit (Loss))	8,158	7,335	7,335	7,536	6,194	6,194
Group Stated Net Profit (Loss)	1,540	(2,785)	(2,785)	3,994	2,979	2,979
Balance sheet						
	As for the year ended			As for the nine months ended	Value as outcome from the Supervisory Review and Evaluation Process ('SREP' 31.12.2021)	
EUR millions, except where indicated	31 Dec 21 (*)	31 Dec 20 (**)	31 Dec 20 (***)	30 Sep 22 (*****)		
	audited			unaudited		
Total assets	916,671	931,456	931,456	942,803	not applicable	
Senior debt	not applicable	not applicable	not applicable	not applicable	not applicable	
Subordinated debt (*****)	10,111	11,033	11,033	not applicable	not applicable	
Loans and receivables from customers (net) [identified in the reclassified consolidated accounts as "Loans to customers"]	437,544	450,550	450,550	461,782	not applicable	
Deposits from customers	500,504	498,440	498,440	533,927	not applicable	
Group Shareholders' Equity	61,628	59,507	59,507	62,989	not applicable	
Common Equity Tier 1 capital (CET1) ratio or other relevant prudential capital adequacy ratio depending on the issuance (%)	15.82%	not applicable	15.96%	16.04%	9.04% ⁽¹⁾	
Total Capital Ratio	20.14%	not applicable	20.72%	20.76%	13.30% ⁽¹⁾	
Leverage Ratio calculated under applicable regulatory framework (%)	5.71%	not applicable	6.21%	5.56%	3.00%	

(*) The financial information relating to the financial year ended 31 December 2021 has been extracted from UniCredit's audited consolidated financial statements as of and for the year ended 31 December 2021, which have been audited by Deloitte & Touche S.p.A., UniCredit's external auditors.

(**) The comparative figure as at 31 December 2020 in this column have been restated. The amount related to year 2020 differs from the ones published in the "2020 Consolidated Reports and Accounts".

(***) As published in the "2020 Consolidated Reports and Accounts".

(****) The income statement financial information relating to 30 September 2022 has been extracted from UniCredit's unaudited Consolidated Interim Report as at 30 September 2022 – Press Release.

(*****) In 2022 Reclassified income statement, comparative figures restated as at 30 September 2021 has been extracted from UniCredit's unaudited Consolidated Interim Report as at 30 September 2022 – Press Release.

(*****) The income statement financial information relating to 30 September 2021 has been derived from the sum of the data published in the Consolidated First Half Financial Report as at 30 June 2021 which reviewed the condensed interim consolidated financial statements and unaudited consolidated interim financial report as at 30 September 2021 – Press release.

(*****) The balance sheet financial information has been extracted from UniCredit's unaudited Consolidated Interim Report as at 30 September 2022 – Press Release.

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

(1) Considering the communication received from the ECB in relation to the 2021 Supervisory Review and Evaluation Process (SREP), confirming UniCredit's Pillar 2 Capital Requirement (P2R) at 175 basis points, and the latest countercyclical capital buffer requirements.

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 COVID-19 pandemic outbreak and recent geopolitical tensions with Russia: The financial markets and the macroeconomic and political environment of the countries in which UniCredit operates has been impacted by Russia-Ukraine conflict and by the viral pneumonia known as "Coronavirus" ("COVID-19") that could continue to have a negative impact on the performance of the Group. As a matter of fact, the macroeconomic uncertainty has particularly increased as a result of the heightened geopolitical tension between Russian Federation and Ukraine. The Russia-Ukraine crisis has caused a sharp rise in commodities prices and inflationary pressure, further global supply-chain disruption, a tightening of financial conditions, heightened uncertainty, and a sharp drop in consumer confidence. As inflation builds up as a result of the increase in energy price and the supply disruptions, ECB is changing its monetary stance (Deposit Facility rate: -50 bps in June '22, 0 bps in July, 75 bps in September, 150 bps in October) and market is repricing interest rate expectations. The outlook is surrounded by risks, also related to possible gas supply rationing from Russia during the winter at the turn of 2022-23. As a consequence, the expectations regarding the performance of the global economy remain therefore still uncertain in both the short and medium term. In the short term

the outlook is characterized by tighter financial conditions, surging energy bills in Europe and reduced economic momentum across the US and Europe with potentially a mild-recession in most of the countries. 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 its new Strategic Plan, which included a set of strategic and financial objectives that considered the underlying scenario and resulted from the assessment performed in the previous months. The macro assumptions underlying the Strategic Plan exclude unexpected materially adverse developments such as the Russia-Ukraine conflict and worsening of the COVID 19 pandemic, situations that UniCredit is monitoring closely (Macro assumptions in the Strategic Plan consider the recent and still existing impacts of COVID with a gradual normalization over the upcoming years. The scenario does not assume that the current COVID situation will develop in a particularly negative way in the upcoming years).

Risks connected with the Strategic Plan 2022 – 2024: On 9th 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 Bank currently operates; with financial performance driven by three interconnecting 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 interconnecting levers. The macro assumptions underlying the Strategic Plan exclude unexpected materially adverse developments such as the Russia-Ukraine conflict and worsening of the COVID 19 pandemic, situations that UniCredit is monitoring closely (Macro assumptions in the Strategic Plan consider the recent and still existing impacts of COVID with a gradual normalization over the upcoming years. The scenario does not assume that the current COVID situation will develop in a particularly negative way in the upcoming 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) return; (v) strengthen thanks to revised CET1 ratio target and decrease of Gross NPE ratio; and (vi) distribute consistently with organic capital generation. 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 subject to a number of uncertainties and other 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. Any failure to implement the strategic objective or meet the strategic objectives may have a material adverse effect on UniCredit's business, financial condition or results of operations.

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**"), excluding Russia, increased Q/Q and decreased by 25.5 per cent Y/Y to Euro 220 million in 3Q22. Therefore, the cost of risk, excluding Russia, increased by 10 bps Q/Q and decreased by 8 bps Y/Y to 20 bps in 3Q22. As at 30 September 2022, Group gross NPE ratio, excluding Russia, was equal to 2.8 per cent, stable compared to 30 June 2022 in which the gross NPE ratio was equal to 2.8%. As at 30 September 2022 Group Net NPE ratio, excluding Russia, stable compared to 30 June 2022 and is equal to 1.4%. UniCredit's LLPs, excluding Russia, in 9M22 amounted to Euro 381 million decreased by 53.9 per cent 9M/9M. Therefore the CoR was equal to 11 bps. 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 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. It is not possible to predict the extension of the duration and the amounts with which these liquidity support operations can be repeated in the future, with the result that it is not possible to exclude a reduction or even the cancellation of this support. This would result in the need for banks to seek alternative sources of borrowing, without ruling out the difficulties of obtaining such alternative funding as well as the risk that the related costs could be higher. 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% from 2018 and which was equal to 165% in September 2022, whereas at 31 December 2021 was equal to 182% (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 September 2022 was above the internal limit set at 102%, as at 31 December 2021, within the risk appetite framework.

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: Garant Performance Securities

Underlying: Private Banking Vermögensportfolio Nachhaltig 70 - AK 1 EUR (D) (ISIN: DE000A0M03Y9 / Reference Price: Net Asset Value (per fund share))

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 Nominal Amount

The Securities will be issued on 21 February 2023 in Euro (EUR) (the "**Specified Currency**"), with a Nominal Amount of EUR 1,000.00 per Security (the "**Nominal Amount**").

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.

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 Nominal Amount multiplied by the total of (i) the Floor Level and (ii) the Performance of the Underlying multiplied by the Final Participation Factor. The Redemption Amount will not be lower than the Minimum Amount.

Additional definitions and product terms

Performance of the Underlying means the difference of (i) the quotient of R (final) as the numerator and R (initial) as the denominator and (ii) the Final Strike Level.

R (final) means the Reference Price on the Final Observation Date.

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

Final Observation Date:	14 June 2028
Final Participation Factor:	100%
Final Payment Date:	21 June 2028
Final Strike Level:	100%
Floor Level:	100%
Initial Observation Date:	17 February 2023
Minimum Amount:	EUR 1,000.00
Optional Redemption Amount:	Nominal Amount

Conversion of the Securities by the Issuer: Upon the occurrence of one or more conversion events (e.g. no suitable Replacement Underlying is available) (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 outstanding nominal amount 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 relevant Underlying and/or all prices of the Underlying which have been specified by the Calculation Agent) if an adjustment event (e.g. changes to the fund that affects the ability of the Issuer to hedge its obligations under the Securities (such as a change of the respective investment strategy)) (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: Application will be made for the Securities to be admitted to trading with effect from 21 February 2023 on the following markets: Regulierter Markt der Börse München (*Regulated Market of the Munich Stock Exchange*)

Listing: Application to listing will be made as of 21 February 2023 on the following markets: Regulierter Markt der Börse München (*Regulated Market of the Munich Stock Exchange*)

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 Issue Price or 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: The Securities, do not bear interest or grant any other conditional or unconditional rights for ongoing payments which could compensate possible losses of principal.

Risks related to Fund Shares as Underlying: The Securities are associated with similar risks for the Security Holders as in case of a direct investment in the fund shares specified as Underlying. In particular, the investment activity of the investment fund can have a material adverse effect on the price of the relevant fund shares for the Security Holder.

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?

Offering Country:	Germany	Agio:	EUR 25.00
Issue Price:	EUR 1,025.00 per Security (including Agio)	Subscription Period:	from 2 January 2023 to 16 February 2023 (2:00 pm Munich time)
Issue Date:	21 February 2023	Potential Investors:	Qualified investors, retail investors and/or institutional investors
Smallest transferable unit:	1 Security	Smallest tradeable unit:	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 EUR 56.

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.

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

Zusammenfassung

1. Abschnitt - Einleitung mit Warnhinweisen

Die Zusammenfassung sollte als Einleitung zum Basisprospekt verstanden werden.

Der Anleger sollte jede Entscheidung, in die Wertpapiere zu investieren, auf den Basisprospekt als Ganzes stützen.

Anleger könnten ihr gesamtes angelegtes Kapital oder einen Teil davon verlieren.

Für den Fall, dass vor einem Gericht Ansprüche aufgrund der im Basisprospekt enthaltenen Informationen geltend gemacht werden, könnte der als Kläger auftretende Anleger nach nationalem Recht die Kosten für die Übersetzung des Basisprospekts (einschließlich etwaiger Nachträge sowie der Endgültigen Bedingungen) vor Prozessbeginn zu tragen haben.

Zivilrechtlich haften nur die Personen, die die Zusammenfassung samt etwaiger Übersetzungen vorgelegt haben, und dies auch nur für den Fall, dass die Zusammenfassung, wenn sie zusammen mit den anderen Teilen des Basisprospekts gelesen wird, irreführend, unrichtig oder widersprüchlich ist oder dass sie, wenn sie zusammen mit den anderen Teilen des Basisprospekts gelesen wird, nicht die Basisinformationen vermittelt, die in Bezug auf Anlagen in die betreffenden Wertpapiere für die Anleger eine Entscheidungshilfe darstellen würden.

Sie sind im Begriff, ein Produkt zu erwerben, das nicht einfach ist und schwer zu verstehen sein kann.

Wertpapiere: Garant Zertifikat 06/2028 der UniCredit S.p.A. auf das Private Banking Vermögensportfolio Nachhaltig 70 - AK 1 EUR (D) (ISIN IT0005508483)

Emittentin: Die UniCredit S.p.A. (die "**Emittentin**" oder "die **UniCredit**" und die UniCredit zusammen mit ihren konsolidierten Beteiligungen die "**UniCredit Group**"), Piazza Gae Aulenti, 3 Turm A 20154 Mailand, Italien. Telefonnummer: +39 02 88 621 - Website: www.unicreditgroup.eu. Der Legal Entity Identifier (LEI) der Emittentin ist: 549300TRUWO2CD2G5692.

Zuständige Behörde: Commission de Surveillance du Secteur Financier ("**CSSF**"), 283, route d'Arlon L-1150 Luxemburg. Telefonnummer: (+352) 26 25 1 - 1.

Datum der Billigung des Prospekts: Der Basisprospekt der UniCredit S.p.A. für die Begebung von Wertpapieren mit Single-Basiswert und Multi-Basiswert (mit teilweise Kapitalschutz) der von der CSSF am 01/12/2022 gebilligt wurde, in seiner von Zeit zu Zeit nachgetragenen Fassung, und das Registrierungsformular der UniCredit S.p.A. das von der CSSF am 01/12/2022 gebilligt wurde, in seiner von Zeit zu Zeit nachgetragenen Fassung, die zusammen einen Basisprospekt (der "**Basisprospekt**") im Sinne von Artikel 8 (6) der Verordnung (EU) 2017/1129 in ihrer jeweils geltenden Fassung (die "**Prospektverordnung**") darstellen, der aus mehreren Einzeldokumenten besteht.

2. Abschnitt - Basisinformationen über die Emittentin

Wer ist die Emittentin der Wertpapiere?

UniCredit ist eine nach italienischem Recht gegründete Aktiengesellschaft mit eingetragenem Sitz, Hauptverwaltung und Hauptniederlassung in Piazza Gae Aulenti, 3 Turm A, 20154 Mailand, Italien. Die Rechtsträgerkennung (*Legal Entity Identifier* - LEI) von UniCredit lautet 549300TRUWO2CD2G5692.

Haupttätigkeiten der Emittentin

UniCredit ist eine pan-europäische Geschäftsbank mit einem einzigartigen Serviceangebot in Italien, Deutschland, Zentral- und Osteuropa. Das Ziel von UniCredit ist es, Gemeinschaften in die Lage zu versetzen, sich weiterzuentwickeln, indem sie qualitativ hochwertige Dienstleistungen für alle Beteiligten erbringt und das Potenzial ihrer Kunden und Mitarbeiter in ganz Europa freisetzt. UniCredit betreut weltweit über 15 Millionen Kunden. UniCredit ist in fünf geographischen Regionen und zwei Produktfabriken, Corporate und Individual Solutions, organisiert. Dies ermöglicht es der Bank, nahe bei ihren Kunden zu sein und die Größe der gesamten Gruppe für die Entwicklung und das Angebot der besten Produkte auf all ihren Märkten zu nutzen.

Hauptanteilseigner der Emittentin

Keine natürliche oder juristische Person kontrolliert UniCredit im Sinne von Artikel 93 des Gesetzesdekrets Nr. 58 vom 24. Februar 1998 (das "**Gesetz über Finanzdienstleistungen**") in seiner geänderten Fassung. Zum 2. November 2022 sind die wichtigsten Aktionäre, die gemäß Artikel 120 des Gesetzes über Finanzdienstleistungen offengelegt haben, dass sie direkt oder indirekt eine maßgebliche Beteiligung an UniCredit halten: BlackRock Group (Aktien: 114.907.383; 5,682% Anteilsquote); Allianz Group (Aktien: 69.622.203; 3,443% Anteilsquote).

Hauptgeschäftsführer der Emittentin

Der Hauptgeschäftsführer der Emittentin ist Herr Andrea Orcel (Chief Executive Officer).

Abschlussprüfer der Emittentin

Die Wirtschaftsprüfungsgesellschaft, die mit der Überwachung der gesetzlichen Rechnungslegung der Emittentin für den Neunjahreszeitraum 2013-2021 betraut wurde, war Deloitte & Touche S.p.A. (Deloitte). Deloitte ist eine nach italienischem Recht gegründete Gesellschaft, die im Handelsregister von Mailand unter der Nummer 03049560166 eingetragen und im vom Wirtschafts- und Finanzministerium geführten Register der Gesetzlichen Wirtschaftsprüfer (*Registro dei Revisori Legali*) seit dem 7. Juni 2004 mit der Registernummer: 132587 registriert ist. Der eingetragene Sitz von Deloitte liegt in der via Tortona 25, 20144 Mailand, Italien. Es wird darauf hingewiesen, dass die Hauptversammlung von UniCredit am 9. April 2020 für den Neunjahreszeitraum 2022-2030 die KPMG S.p.A. mit Sitz in Via Vittor Pisani 25, Mailand, eingetragen im Register der Abschlussprüfer (*Registro dei Revisori Legali*) unter der Nummer 00709600159, zum externen Abschlussprüfer von UniCredit bestellt hat.

Welches sind die wesentlichen Finanzinformationen über die Emittentin?

UniCredit hat die in der nachstehenden Tabelle enthaltenen ausgewählten konsolidierten Finanzinformationen für die am 31. Dezember 2021 und 2020 endenden Geschäftsjahre aus den geprüften konsolidierten Jahresabschlüssen für das am 31. Dezember 2021 und 2020 endende Geschäftsjahr entnommen. Die in der nachstehenden Tabelle enthaltenen ausgewählten konsolidierten Finanzinformationen: (i) für die neun Monate bis zum 30. September 2022 und 30. September 2021, die in Bezug auf die Gewinn- und Verlustrechnung angepasst wurden, stammen aus dem ungeprüften konsolidierten Zwischenbericht zum 30. September 2022 – Pressemitteilung; (ii) für die neun Monate bis zum 30. September 2021 wurden dem eingeschränkt geprüften konsolidierten Finanzbericht zum 30. Juni 2021 entnommen, der eine Überprüfung des verkürzten konsolidierten Zwischenabschlusses und des ungeprüften konsolidierten Zwischenberichts zum 30. September 2021 – Pressemitteilung beinhaltet. Die in der nachstehenden Tabelle enthaltenen ausgewählten konsolidierten Finanzinformationen zum 30. September 2022 in Bezug auf die Bilanz wurden dem ungeprüften konsolidierten Zwischenbericht zum 30. September 2022 – Pressemitteilung - entnommen. Die nachstehenden Zahlen für die Positionen der Gewinn- und Verlustrechnung und der Bilanz beziehen sich auf die umgegliederten Abschlüsse.

Gewinn- und Verlustrechnung

	Für das Jahr bis			Für die neun Monate bis		
<i>Millionen EUR, außer wo angegeben</i>	31. Dez. 21 (*)	31. Dez. 20 (**)	31. Dez. 20 (***)	30. Sep. 22 (****)	30. Sep. 21 (*****)	30. Sep. 21 (*****)
	geprüft			ungeprüft		
Zinsüberschuss	9.060	9.441	9.441	7.266	6.623	6.654
Gebühren	6.692	5.968	5.976	5.219	5.079	5.012
Kreditrisikovorsorge (Loan Loss Provisions - LLPs)	(1.634)	(4.996)	(4.996)	(1.366)	(824)	(824)
Handelsergebnis	1.638	1.412	1.412	1.961	1.351	1.418
Messgröße für die Ertragslage, die die Ermittlerin in den Abschlüssen verwendet, z. B. operativer Gewinn (operatives Bruttoergebnis (Verlust))	8.158	7.335	7.335	7.536	6.194	6.194
Ausgewiesener Nettogewinn (-verlust) der Gruppe	1.540	(2.785)	(2.785)	3.994	2.979	2.979

Bilanz

	Für das Jahr bis			Für die neun Monate bis	Wert als Ergebnis des jüngsten aufsichtlichen Überprüfungs- und Bewertungsprozesses ('SREP' 31.12.2021)
<i>Millionen EUR, außer wo angegeben</i>	31. Dez. 21 (*)	31. Dez. 20 (**)	31. Dez. 20 (***)	30. Sep. 22 (*****)	
	geprüft			ungeprüft	
Vermögenswerte insgesamt	916.671	931.456	931.456	942.803	nicht anwendbar
Vorrangige Forderungen	nicht anwendbar	nicht anwendbar	nicht anwendbar	nicht anwendbar	nicht anwendbar
Nachrangige Forderungen (*****)	10.111	11.033	11.033	nicht anwendbar	nicht anwendbar
Darlehen und Forderungen gegenüber Kunden (netto) [in den umgegliederten konsolidierten Abschlüssen als "Kredite an Kunden" (Loans to customers) ausgewiesen]	437.544	450.550	450.550	461.782	nicht anwendbar
Einlagen von Kunden	500.504	498.440	498.440	533.927	nicht anwendbar
Konzern-Eigenkapital	61.628	59.507	59.507	62.989	nicht anwendbar
Harte Kernkapitalquote (CET1) oder je nach Emission andere relevante prudenzielle Kapitaladäquanzquote (%)	15,82%	nicht anwendbar	15,96%	16,04%	9,04% ⁽¹⁾
Gesamtkapitalquote	20,14%	nicht anwendbar	20,72%	20,76%	13,30% ⁽¹⁾
Nach dem geltenden Rechtsrahmen berechnete Verschuldungsquote (%)	5,71%	nicht anwendbar	6,21%	5,56%	3,00%

(*) Die Finanzinformationen für das am 31. Dezember 2021 endende Geschäftsjahr wurden dem geprüften konsolidierten Finanzbericht von UniCredit zum und für das am 31. Dezember 2021 endende Geschäftsjahr entnommen, der von Deloitte & Touche S.p.A., dem externen Abschlussprüfer von UniCredit, geprüft wurde.

(**) Die Vergleichszahlen zum 31. Dezember 2020 in dieser Spalte wurden angepasst. Der Betrag für das Jahr 2020 weicht von den in den "Konsolidierten Berichten und Abschlüssen 2020" (2020 Consolidated Reports and Accounts) veröffentlichten Beträgen ab.

(***) Wie in den "Konsolidierten Berichten und Abschlüssen 2020" (2019 Consolidated Reports and Accounts) veröffentlicht.

(****) Die Finanzinformationen in Bezug auf die Gewinn- und Verlustrechnung zum 30. September 2022 wurden dem ungeprüften "Konsolidierten Zwischenbericht zum 30. September 2022" (Consolidated Interim Report as at 30 September 2022) von UniCredit - Pressemitteilung - entnommen.

(*****) In der Umgegliederten Gewinn- und Verlustrechnung 2022 wurden die Vergleichszahlen, die zum 30. September 2021 angepasst wurden, dem ungeprüften "Konsolidierten Zwischenbericht zum 30. September 2022" (Consolidated Interim Report as at 30 September 2022) von UniCredit - Pressemitteilung - entnommen.

(******) Die Finanzinformationen in Bezug auf die Gewinn- und Verlustrechnung zum 30. September 2021 wurden aus den Daten abgeleitet, die im ungeprüften "Konsolidierten ersten Halbjahresfinanzbericht zum 30. Juni 2021" (Consolidated First Half Financial Report as at 30 June 2021) der UniCredit veröffentlicht wurden, der eine Überprüfung des verkürzten konsolidierten Zwischenabschlusses und des ungeprüften konsolidierten Zwischenberichts zum 30. September 2021 beinhaltet - Pressemitteilung.

(******) Die Finanzinformationen, die sich auf die Bilanz beziehen, wurde dem "Konsolidierten Zwischenbericht zum 30. September 2022" (Consolidated Interim Report as at 30 September 2021) von UniCredit - Pressemitteilung - entnommen.

(******) Die Beträge beziehen sich nicht auf die umgegliederten Abschlüsse. Sie sind den gesetzlich vorgeschriebenen Finanzberichten - Anhang zum Konsolidierten Abschluss - entnommen.

(1) Unter Berücksichtigung der von der EZB erhaltenen Mitteilung in Bezug auf den aufsichtlichen Überprüfungs- und Bewertungsprozesses 2021 (2021 Supervisory Review and Evaluation Process - SREP), der die Kapitalanforderung der Säule 2 (Pillar 2 Capital Requirements - P2R) bei 175 Basispunkten und die neuesten Anforderungen an den antizyklischen Kapitalpuffer bestätigt.

Welches sind die zentralen Risiken, die für die Emittentin spezifisch sind?

Potenzielle Anleger sollten sich darüber im Klaren sein, dass im Falle des Eintritts eines der unten genannten Risiken die Wertpapiere an Wert verlieren können und sie einen Totalverlust ihrer Anlage erleiden können. Bei den folgenden Risiken handelt es sich um Schlüsselrisiken, die spezifisch für die Emittentin gelten:

Risiken im Zusammenhang mit den Auswirkungen derzeitiger makroökonomischer Unwägbarkeiten und den Folgen des Ausbruchs der COVID-19-Pandemie und geopolitischen Spannungen mit Russland: Die Finanzmärkte und das makroökonomische und politische Umfeld der Länder, in denen UniCredit tätig ist, wurden vom Russland-Ukraine-Konflikt und von der als "Coronavirus" ("COVID-19") bekannten viralen Lungenerkrankung beeinflusst, was weiterhin nachteilige Auswirkungen auf die Entwicklung der Gruppe haben könnte. Tatsächlich hat die makroökonomische Unsicherheit infolge der verschärften geopolitischen Spannungen zwischen der Russischen Föderation und der Ukraine erheblich zugenommen. Die Russland-Ukraine-Krise hat zu einem starken Anstieg der Rohstoffpreise und zu Inflationsdruck, einer weiteren Unterbrechung der globalen Versorgungskette, einer Verschärfung der finanziellen Bedingungen, erhöhter Unsicherheit und einem starken Rückgang des Verbrauchervertrauens geführt. Da die Inflation infolge des Anstiegs der Energiepreise und der Versorgungsunterbrechungen ansteigt, ändert die EZB ihren geldpolitischen Kurs (Satz der Einlagefazilität: -50 Basispunkte im Juni '22, 0 Basispunkte im Juli, 75 Basispunkte im September, 150 Basispunkte im Oktober) und der Markt bewertet die Zinserwartungen neu. Die Aussichten sind mit Risiken behaftet, auch im Zusammenhang mit einer möglichen Rationierung der Gaslieferungen aus Russland während des Winters über den Jahreswechsel 2022-23. In der Folge bleiben die Erwartungen hinsichtlich der Entwicklung der Weltwirtschaft weiterhin sowohl kurz- als auch mittelfristig ungewiss. Kurzfristig sind die Aussichten durch eine angespannte Finanzlage, steigende Energiekosten in Europa und eine nachlassende Wirtschaftsdynamik in den USA und Europa gekennzeichnet, die in den meisten Ländern zu einer leichten Rezession führen könnten. Das aktuelle, von großen Unsicherheiten geprägte Umfeld, wie oben beschrieben, könnte zu einer Verschlechterung der Qualität des Kreditportfolios führen, gefolgt von einem Anstieg der notleidenden Kredite und der Notwendigkeit, die in der Gewinn- und Verlustrechnung zu erfassenden Rückstellungen zu erhöhen. Am 9. Dezember 2021 stellte UniCredit der Finanzwelt ihren neuen Strategic Plan vor, der eine Reihe von strategischen und finanziellen Zielen enthält, die das zugrundeliegende Szenario berücksichtigen und das Ergebnis der in den vorausgesehenen Monaten durchgeführten Beurteilung waren. Die dem Strategic Plan zugrundeliegenden Makro-Annahmen enthalten keine unerwarteten, wesentlich nachteiligen Entwicklungen, wie den Russland-Ukraine-Konflikt und eine Verschlimmerung der COVID-19-Pandemie, Situationen, die UniCredit genau beobachtet (die Makro-Annahmen im Strategic Plan gehen bei den jüngsten und noch bestehenden Auswirkungen von COVID von einer allmählichen Normalisierung in den kommenden Jahren aus. Das Szenario nimmt nicht an, dass sich die derzeitige COVID-Situation in den kommenden Jahren besonders ungünstig entwickeln wird).

Risiken im Zusammenhang mit dem Strategic Plan 2022 – 2024: Am 9. Dezember 2021, präsentierte UniCredit der Finanzwelt in Mailand den 2022-2024 Strategic Plan mit der Bezeichnung "UniCredit Unlocked" (der "Strategic Plan" oder "Plan"), der eine Reihe von strategischen, kapitalbezogenen und finanziellen Zielen enthält (die "Strategischen Ziele"). Der Strategieplan konzentriert sich auf die geografischen Gebiete, in denen UniCredit derzeit tätig ist, wobei die finanzielle Leistung durch drei miteinander verbundene Hebel gesteuert wird: Kosteneffizienz, optimale Kapitalallokation und Nettoertragswachstum. UniCredit Unlocked enthält strategische Vorgaben und finanzielle Ziele, die sich auf sechs Säulen stützen. Die strategischen Vorgaben und finanziellen Ziele sehen vor: (i) das Wachstum in den Regionen und die Entwicklung des Kundenstamms, die das Geschäftsmodell und die Arbeitsweise der Mitarbeiter verändern; (ii) die Erzielung von Skaleneffekten aus ihrem Bankennetzwerk, die Umgestaltung der Technik zur Stärkung von Digitalisierung und Daten und die Verankerung von Nachhaltigkeit in allen Aktivitäten von UniCredit; (iii) Förderung der finanziellen Leistungsfähigkeit über drei miteinander verbundene Hebel. Die dem Strategic Plan zugrundeliegenden Makro-Annahmen enthalten keine unerwarteten, wesentlich nachteiligen Entwicklungen, wie den Russland-Ukraine-Konflikt und eine Verschlimmerung der COVID-19-Pandemie, Situationen, die UniCredit genau beobachtet (die Makro-Annahmen im Strategic Plan gehen bei den jüngsten und noch bestehenden Auswirkungen von COVID von einer allmählichen Normalisierung in den kommenden Jahren aus. Das Szenario nimmt nicht an, dass sich die derzeitige COVID-Situation in den kommenden Jahren besonders ungünstig entwickeln wird). Die sechs Säulen sind: (i) Optimierung durch Verbesserung der Betriebs- und Kapitaleffizienz; (ii) Investitionen, mit gezielten Wachstumsinitiativen, einschließlich ESG; (iii) Steigerung der Nettoerträge; (iv) Rendite; (v) Stärkung dank überarbeitetem CET1-Quotenziel und Rückgang der Brutto-NPE-Quote; und (vi) konsequente Ausschüttungen bei organischem Kapitalaufbau. Die Fähigkeit von UniCredit, die strategischen Ziele und alle Prognosen zu erreichen, hängt von einer Reihe von Annahmen, Erwartungen, Projektionen und vorläufigen Daten über künftige Ereignisse ab, die einer Reihe von Unsicherheiten und anderen Faktoren unterliegen, von denen viele außerhalb der Kontrolle von UniCredit liegen. Aus all diesen Gründen werden die Anleger davor gewarnt, ihre Investitionsentscheidungen ausschließlich auf der Grundlage der in den strategischen Zielen enthaltenen Prognosedaten zu treffen. Sollte es nicht gelingen, das strategische Ziel umzusetzen oder die strategischen Ziele zu erreichen, könnte dies erhebliche nachteilige Auswirkungen auf die Geschäftstätigkeit, die Finanzlage oder das Ergebnis von UniCredit haben.

Kreditrisiko und Risiko der Verschlechterung der Kreditqualität: Die Tätigkeit, die Finanz- und Kapitalkraft und die Rentabilität der UniCredit Gruppe hängen unter anderem von der Kreditwürdigkeit ihrer Kunden ab. Bei der Ausübung ihrer Kreditgeschäfte ist die Gruppe dem Risiko ausgesetzt, dass eine unerwartete Veränderung der Kreditwürdigkeit einer Gegenpartei zu einer entsprechenden Veränderung des Wertes des damit verbundenen Kreditengagements führt und eine teilweise oder vollständige Abschreibung desselben zur Folge hat. Das gegenwärtige Umfeld ist nach wie vor durch ein hohes Maß an Ungewissheit gekennzeichnet, wobei die Möglichkeit besteht, dass die Verlangsamung der Wirtschaft zusammen mit der Beendigung der Schutzmaßnahmen, wie z. B. dem Moratorium für Kundenkredite, zu einer Verschlechterung der Qualität des Kreditportfolios führt, gefolgt von einem Anstieg der notleidenden Kredite und der Notwendigkeit, die in der Gewinn- und Verlustrechnung zu verbuchenden Rückstellungen zu erhöhen. Die Risikovorsorge im Kreditgeschäft (*Loan Loss Provisions – "LLPs"*) der UniCredit (ohne Russland) stieg im dritten Quartal 2022 gegenüber dem Vorquartal (Q/Q) und sank gegenüber dem Vorjahr (Y/Y) um 25,5 Prozent auf 220 Millionen Euro. Daher stiegen die Risikokosten (ohne Russland) im 3. Quartal 22 gegenüber dem Vorquartal um 10 Basispunkte (Q/Q) und sanken gegenüber dem Vorjahr um 8 Basispunkte (Y/Y) auf 20 Basispunkte. Zum 30. September 2022 lag die Brutto-NPE-Quote der Gruppe (ohne Russland) bei 2,8 Prozent und war damit gegenüber dem 30. Juni 2022 stabil, als die Brutto-NPE-Quote bei 2,8 Prozent lag. Zum 30. September 2022 war die Netto-NPE-Quote der Gruppe (ohne Russland) im Vergleich zum 30. Juni 2022 stabil und lag bei 1,4 %. Im 9. Monat 2022 lagen die LLPs der UniCredit (ohne Russland) bei 381 Millionen Euro und sanken gegenüber dem vorhergehenden Neunmonatszeitraum um 53,9 Prozent (9M/9M). Aus diesem Grund lagen die Risikokosten (*Cost of Risk – CoR*) bei 11 Basispunkten. Die Gruppe hat Verfahren, Regeln und Grundsätze zur Überwachung und Steuerung des Kreditrisikos sowohl auf der Ebene der einzelnen Gegenpartei als auch auf Portfolioebene eingeführt. Es besteht jedoch das Risiko, dass trotz dieser Kreditrisikoüberwachungs- und -managementaktivitäten das Kreditengagement der Gruppe die gemäß den von ihr angenommenen Verfahren, Regeln und Grundsätzen festgelegten Risikogrenzen überschreitet.

Liquiditätsrisiko: Das Liquiditätsrisiko bezieht sich auf die Möglichkeit, dass die UniCredit Gruppe nicht in der Lage sein könnte, ihren gegenwärtigen und zukünftigen, erwarteten und unvorhergesehenen Zahlungs- und Lieferverpflichtungen nachzukommen, ohne ihr Tagesgeschäft oder ihre Finanzlage zu beeinträchtigen. Die Geschäftstätigkeit der UniCredit Gruppe unterliegt insbesondere dem Finanzierungsliquiditätsrisiko, dem Marktliquiditätsrisiko, dem Inkongruenzrisiko und dem Eventualrisiko. Die wesentlichsten Risiken, mit denen die Gruppe konfrontiert sein könnte, sind: i) eine außergewöhnlich hohe Inanspruchnahme der zugesagten und nicht zugesagten Kreditlinien für Firmenkunden; ii) ein ungewöhnlicher Abfluss von Sichteinlagen von UniCredits Privat und Geschäftskunden; iii) ein Marktwertverlust der Wertpapiere, in denen UniCredit ihre Liquiditätspuffer anlegt; iv) die Fähigkeit, die auslaufende Finanzierung am Großkreditmarkt zu verlängern, und die eventuellen Abflüsse von Barmitteln oder Sicherheiten, die die Gruppe im Falle einer Rating-Herabstufung sowohl der Banken als auch der Staatsschulden in den Ländern, in denen sie tätig ist, erleiden könnte. Darüber hinaus können sich einige Risiken aus den Beschränkungen ergeben, die für die grenzüberschreitende Kreditvergabe zwischen Banken gelten. Aufgrund der Finanzmarktkrise und der damit einhergehenden geringeren Liquidität für die Akteure des Sektors hat die EZB wichtige geldpolitische Maßnahmen ergriffen, wie die 2014 eingeführte "Targeted Longer-Term Refinancing Operation" ("TLTRO") und die 2016 eingeführte TLTRO II. Es ist nicht möglich, die Verlängerung der Dauer und die Beträge vorherzusagen, zu denen diese Liquiditätshilfen in der Zukunft wiederholt werden können, so dass eine Verringerung oder gar die Streichung dieser

Hilfen nicht ausgeschlossen werden kann. Dies würde dazu führen, dass die Banken nach alternativen Finanzierungsquellen suchen müssten, wobei die Schwierigkeiten bei der Beschaffung solcher alternativen Finanzierungen und das Risiko, dass die damit verbundenen Kosten höher sein könnten, nicht auszuschließen sind. Eine solche Situation könnte sich daher nachteilig auf die Geschäftstätigkeit, die Betriebsergebnisse sowie die wirtschaftliche und finanzielle Lage von UniCredit und/oder der Gruppe auswirken. Die wichtigsten Indikatoren, die von der UniCredit Gruppe zur Bewertung ihres Liquiditätsprofils verwendet werden, sind (i) die Liquiditätsdeckungsquote (*Liquidity Coverage Ratio*, LCR), die einen Indikator für die kurzfristige Liquidität darstellt, für die ab 2018 eine aufsichtsrechtliche Mindestanforderung von 100 % gilt, und die im September 2022 165 % betrug, während sie am 31. Dezember 2021 bei 182 % lag (berechnet als Durchschnitt der zwölf letzten Monatsendquoten), und (ii) die strukturelle Liquiditätsquote (*Net Stable Funding Ratio*, NSFR), die den Indikator für die strukturelle Liquidität darstellt und im September 2022 über dem internen Limit von 102 % lag, wie am 31. Dezember 2021, das im inneren des Rahmens für die Risikotragfähigkeit festgelegt wurde.

Basel III und die Angemessenheit der Eigenkapitalausstattung von Banken: Die Emittentin muss die überarbeiteten globalen Regulierungsstandards ("Basel III") für die angemessene Eigenkapitalausstattung und Liquidität von Banken einhalten, die unter anderem höhere und hochwertigere Eigenkapitalanforderungen, eine bessere Risikodeckung, Maßnahmen zur Förderung des Aufbaus von Kapital, das in Stressphasen abgerufen werden kann, und die Einführung einer Leverage Ratio als Ergänzung zu den risikobasierten Anforderungen sowie zwei globale Liquiditätsstandards vorsehen. In Bezug auf die bankenaufsichtsrechtlichen Vorschriften unterliegt die Emittentin auch der Richtlinie 2014/59/EU vom 15. Mai 2014 über die Sanierung und Abwicklung von Kreditinstituten ("BRRD"), umgesetzt in Italien durch die Gesetzesdekrete 180 und 181 vom 16. November 2015 – wie durch die Richtlinie (EU) 2019/879 geändert, die "BRRD II" (in Italien umgesetzt durch das Gesetzesdekret Nr. 193 vom 8. November 2021 und die einschlägigen technischen Standards und Leitlinien der EU-Aufsichtsbehörden (d.h. der Europäischen Bankenaufsichtsbehörde (EBA)), die u.a. Sanierungs- und Abwicklungsmechanismen sowie Mindestanforderungen an Eigenmittel und berücksichtigungsfähige Verbindlichkeiten (*Minimum Requirements for Own Funds and Eligible Liabilities* – MREL) für Kreditinstitute vorsehen. Sollte UniCredit nicht in der Lage sein, die durch die geltenden Gesetze und Vorschriften auferlegten Kapital-/MREL-Anforderungen zu erfüllen, könnte sie gezwungen sein, ein höheres Niveau an Kapital und berücksichtigungsfähigen Verbindlichkeiten aufrechtzuerhalten, was sich möglicherweise auf ihre Kreditwürdigkeit und ihre Finanzierungsbedingungen auswirken und die Wachstumsmöglichkeiten von UniCredit einschränken könnte.

3. Abschnitt - Basisinformationen über die Wertpapiere

Welches sind die wichtigsten Merkmale der Wertpapiere?

Produkttyp, Basiswert, Form der Wertpapiere

Produkttyp: Garant Performance Wertpapiere

Basiswert: Private Banking Vermögensportfolio Nachhaltig 70 - AK 1 EUR (D) (ISIN: DE000A0M03Y9 / Referenzpreis: Net Asset Value (je Fondsanteil))

Die Wertpapiere unterliegen italienischem Recht. Die Wertpapiere sind dematerialisierte, registrierte Schuldinstrumente im Sinne des italienischen Konsolidierten Gesetzes über das Finanzwesen (*Testo Unico della Finanza*). Die Wertpapiere werden durch buchmäßige Erfassung (*book entry*) vertreten und in den Büchern des Clearing Systems registriert. Die Übertragung der Wertpapiere erfolgt durch Verbuchung auf den entsprechenden beim Clearing System eröffneten Konten. Die Internationale Wertpapierkennnummer (ISIN) ist im 1. Abschnitt angegeben.

Emission und Nennbetrag

Die Wertpapiere werden am 21. Februar 2023 in Euro (EUR) (die "**Festgelegte Währung**") mit einem Nennbetrag von EUR 1.000,- je Wertpapier (der "**Nennbetrag**") gegeben.

Allgemein

Der Wert der Wertpapiere hängt während ihrer Laufzeit hauptsächlich vom Kurs des Basiswerts ab. Grundsätzlich steigt der Wert der Wertpapiere, wenn der Kurs des Basiswerts steigt und fällt, wenn der Kurs des Basiswerts fällt.

Zinsen

Die Wertpapiere werden nicht verzinst.

Einlösung

Sofern kein Umwandlungsereignis eingetreten ist, werden die Wertpapiere am Finalen Zahltag nach automatischer Ausübung zum Rückzahlungsbetrag eingelöst.

Am Finalen Zahltag entspricht der Rückzahlungsbetrag dem Nennbetrag multipliziert mit der Summe aus (i) dem Floor Level und (ii) der Kursentwicklung des Basiswerts multipliziert mit dem Finalen Partizipationsfaktor. Der Rückzahlungsbetrag ist nicht kleiner als der Mindestbetrag.

Weitere Definitionen und Produktdaten

Kursentwicklung des Basiswerts bezeichnet die Differenz aus (i) dem Quotienten aus R (final) als Zähler und R (initial) als Nenner und (ii) dem Finalen Strike Level.

R (final) bezeichnet den Referenzpreis am Finalen Beobachtungstag.

R (initial) bezeichnet den Referenzpreis am Anfänglichen Beobachtungstag.

Finaler Beobachtungstag:	14. Juni 2028
Finaler Partizipationsfaktor:	100%
Finaler Zahltag:	21. Juni 2028
Finales Strike Level:	100%
Floor Level:	100%
Anfänglicher Beobachtungstag:	17. Februar 2023
Mindestbetrag:	EUR 1.000,-
Optionalen Rückzahlungsbetrag:	Nennbetrag

Umwandlung der Wertpapiere durch die Emittentin: Beim Eintritt eines oder mehrerer Umwandlungsereignisse (z. B. kein geeigneter Ersatzbasiswert steht zur Verfügung) (das "Umwandlungsereignis") kann die Emittentin die Wertpapiere umwandeln und am Finalen Zahltag durch Zahlung des Abrechnungsbetrags zurückzahlen. Der "Abrechnungsbetrag" ist der Marktwert der Wertpapiere, zuzüglich aufgelaufener Zinsen für den Zeitraum bis zum Finalen Zahltag zu dem Marktzinssatz, der zu diesem Zeitpunkt für Verbindlichkeiten der Emittentin mit derselben Restlaufzeit wie die Wertpapiere innerhalb von zehn Bankarbeitstagen nach Eintritt des Umwandlungsereignisses gehandelt wird, wie von der Berechnungsstelle ermittelt. Der Abrechnungsbetrag ist in jedem Fall nicht kleiner als der Mindestbetrag.

Vorzeitige Rückzahlung nach Wahl der Emittentin: Die Wertpapiere können jederzeit ganz, jedoch nicht teilweise, nach Wahl der Emittentin zu ihrem Optionalen Rückzahlungsbetrag an oder nach dem Datum zurückgezahlt werden, das in einer auf der Website der Emittentin veröffentlichten Bekanntmachung nach Mitteilung an die Zahlstelle und die Wertpapierinhaber angegeben ist, wenn die Emittentin feststellt, dass der gesamte oder ein Teil des ausstehenden Nennbetrags der Wertpapiere ganz oder teilweise von den berücksichtigungsfähigen Verbindlichkeiten, die zur Erfüllung der MREL-Anforderungen zur Verfügung stehen, ausgeschlossen ist oder sein wird (MREL-Disqualifikationsereignis).

Anpassung der Wertpapierbedingungen: Die Berechnungsstelle kann eine Anpassung der Wertpapierbedingungen vornehmen (insbesondere den betreffenden Basiswert und/oder alle von der Berechnungsstelle festgestellten Kurse des Basiswerts), wenn ein Anpassungsereignis (z. B. eine Änderung im Fonds, die sich auf die Fähigkeit der Emittentin auswirken, ihre Verpflichtungen aus den Wertpapieren abzusichern (wie etwa eine Änderung der betreffenden Anlagestrategie)) (das "Anpassungsereignis") eintritt.

Rang der Wertpapiere: Die Verbindlichkeiten der Emittentin aus den Wertpapieren stellen unmittelbare, unbedingte, nicht nachrangige und unbesicherte Verbindlichkeiten dar, die (vorbehaltlich etwaiger nach anwendbarem Recht bevorrechtigter Verbindlichkeiten (auch vorbehaltlich der Bail-in-Instrumente, wie sie im italienischen Recht vorgesehen sind) gleichrangig mit allen anderen gegenwärtigen und zukünftigen unbesicherten Verbindlichkeiten (mit Ausnahme von Verbindlichkeiten, die von Zeit zu Zeit nachrangig zu den vorrangigen Schuldverschreibungen sind (einschließlich nicht bevorzugter vorrangiger Schuldverschreibungen und jeglicher weiterer Verbindlichkeiten, die nach dem Emissionstag von Gesetzes wegen im Rang hinter den vorrangigen Schuldverschreibungen stehen), sofern vorhanden) der Emittentin sind und, im Fall vorrangiger Schuldverschreibungen, gleichrangig und ohne jegliche Bevorzugung untereinander sind.

Wo werden die Wertpapiere gehandelt?

Zulassung zum Handel: Ein Antrag auf Zulassung zum Handel wird für die Wertpapiere mit Wirkung zum 21. Februar 2023 an den folgenden Märkten gestellt: Regulierter Markt der Börse München

Börsennotierung: Ein Antrag auf Notierungsaufnahme wird mit Wirkung zum 21. Februar 2023 an den folgenden Märkten gestellt: Regulierter Markt der Börse München

Welches sind die zentralen Risiken, die für die Wertpapiere spezifisch sind?

Kreditrisiko der Emittentin und Risiken im Zusammenhang mit Abwicklungsmaßnahmen in Bezug auf die Emittentin: Die Wertpapiere stellen unbesicherte Verbindlichkeiten der Emittentin gegenüber den Wertpapierinhabern dar. Jede Person, die die Wertpapiere erwirbt, verlässt sich daher auf die Kreditwürdigkeit der Emittentin und hat in Bezug auf ihre Position unter den Wertpapieren keine Rechte oder Ansprüche gegenüber einer anderen Person. Die Wertpapierinhaber unterliegen dem Risiko einer vollständigen oder teilweisen Nichterfüllung der Verpflichtungen, die die Emittentin aus den Wertpapieren zu erfüllen hat, zum Beispiel im Falle der Insolvenz der Emittentin. Je schlechter die Kreditwürdigkeit der Emittentin ist, desto höher ist das Risiko eines Verlustes. Im Falle der Realisierung des Kreditrisikos der Emittentin kann der Wertpapierinhaber einen Totalverlust seines Kapitals erleiden, selbst wenn die Wertpapiere bei ihrer Fälligkeit einen Mindestbetrag vorsehen. Darüber hinaus können die Wertpapierinhaber von Abwicklungsmaßnahmen in Bezug auf die Emittentin betroffen sein, wenn die Emittentin ausfällt oder auszufallen droht. Die Verbindlichkeiten der Emittentin aus den Wertpapieren sind nicht besichert, durch Dritte garantiert oder durch ein Einlagensicherungs- oder Entschädigungssystem geschützt.

Risiken im Zusammenhang mit marktwertbeeinflussenden Faktoren: Der Marktwert der Wertpapiere sowie die aus den Wertpapieren ausschüttbaren Beträge hängen in erster Linie vom Kurs des Basiswerts ab. Der Marktwert der Wertpapiere wird jedoch von einer Reihe weiterer Faktoren beeinflusst. Dies sind unter anderem die Kreditwürdigkeit der Emittentin, die jeweils geltenden Zinssätze und Renditen, der Markt für ähnliche Wertpapiere, die allgemeinen wirtschaftlichen, politischen und konjunkturellen Bedingungen, die Handelbarkeit und gegebenenfalls die Restlaufzeit der Wertpapiere sowie weitere basiswertbezogene marktwertbeeinflussende Faktoren.

Risiken im Zusammenhang mit dem Rückzahlungsbetrag: Die Wertpapiere werden bei ihrer Fälligkeit zum Rückzahlungsbetrag zurückgezahlt. Der Rückzahlungsbetrag kann niedriger sein als der Emissionspreis oder der Kaufpreis. Das bedeutet, dass der Wertpapierinhaber nur dann eine Rendite erzielt, wenn der Rückzahlungsbetrag den individuellen Kaufpreis des Wertpapierinhabers übersteigt.

Risiken, die sich aus ausbleibenden laufenden Zahlungen ergeben: Die Wertpapiere werden nicht verzinst oder gewähren irgendwelche anderen bedingten oder unbedingten Rechte auf laufende Zahlungen, die mögliche Kapitalverluste ausgleichen könnten.

Risiken im Zusammenhang mit Fondsanteilen als Basiswert: Die Wertpapiere sind für die Wertpapierinhaber mit ähnlichen Risiken verbunden wie im Falle einer Direktanlage in die als Basiswert angegebenen Fondsanteile. Insbesondere kann sich die Anlagetätigkeit des Investmentfonds für den Wertpapierinhaber erheblich nachteilig auf den Kurs der betreffenden Fondanteile auswirken.

Risiken im Zusammenhang mit möglichen Interessenkonflikten: Es kann zu Interessenkonflikten in Bezug auf den jeweiligen Emittenten oder die mit dem Angebot betrauten Personen kommen, die zu einer Entscheidung zu Ungunsten des Wertpapierinhabers führen können.

Liquiditätsrisiko: Es besteht das Risiko, dass die Wertpapiere nicht weit verbreitet sind und kein aktiver Handelsmarkt für die Wertpapiere besteht und sich entwickelt. Die Emittentin ist berechtigt, aber nicht verpflichtet, Wertpapiere jederzeit und zu jedem Preis auf dem freien Markt, durch ein Übernahmeangebot oder eine private Vereinbarung zu erwerben. Die Emittentin kann die auf diese Weise erworbenen Wertpapiere halten, weiterverkaufen oder entwerten. Ein Rückkauf von Wertpapieren durch die Emittentin kann sich nachteilig auf die Liquidität der Wertpapiere auswirken. Die Emittentin kann daher nicht gewährleisten, dass ein Wertpapierinhaber in der Lage sein wird, seine Wertpapiere vor deren Rückzahlung zu einem angemessenen Preis zu verkaufen.

4. Abschnitt - Basisinformationen über das öffentliche Angebot von Wertpapieren und/oder die Zulassung zum Handel an einem geregelten Markt

Zu welchen Konditionen und nach welchem Zeitplan kann ich in dieses Wertpapier investieren?

Angebotsland:	Deutschland	Ausgabeaufschlag	EUR 25,-
Emissionspreis:	EUR 1.025,- je Wertpapier (einschließlich Ausgabeaufschlag)	Zeichnungsfrist:	vom 2. Januar 2023 bis 16. Februar 2023 (14:00 Uhr Ortszeit München)
Emissionstag:	21. Februar 2023	Potentielle Anleger:	Qualifizierte Anleger, Privatkunden, institutionelle Anleger

Kleinste Einheit:	Übertragbare	1 Wertpapier	Kleinste Einheit:	Handelbare	1 Wertpapier
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Die Wertpapiere werden im Rahmen einer Zeichnungsfrist angeboten. Das öffentliche Angebot kann von der Emittentin jederzeit ohne Angabe von Gründen beendet werden.

Von der Emittentin in Rechnung gestellte Kosten: Die produktspezifischen Einstiegskosten, die im Emissionspreis enthalten sind, betragen EUR 56.

Weshalb wird dieser Prospekt erstellt?

Verwendung der Erlöse: Der Nettoerlös aus jeder Emission von Wertpapieren durch die Emittentin wird für ihre allgemeinen Unternehmenszwecke, d.h. zur Gewinnerzielung und/oder Absicherung bestimmter Risiken, verwendet.

Wesentliche Interessenkonflikte in Bezug auf das Angebot: Die UniCredit Bank AG ist die Berechnungsstelle für die Wertpapiere; die UniCredit S.p.A. ist die Hauptzahlstelle für die Wertpapiere; die UniCredit Bank AG ist die Arrangeurin der Wertpapiere.