

Final Terms

dated 21 October 2024

UniCredit S.p.A.

Legal entity identifier (LEI): 549300TRUWO2CD2G5692

Offer of

USD Digital Coupon Capital Protection Certificate on S&P 500® (Price Return) Index

ISIN IT0005613960

(the "**Securities**")

relating to the

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

under the

Issuance Programme of UniCredit S.p.A.

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

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

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

An issue specific summary is annexed to these Final Terms.

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

SECTION A – GENERAL INFORMATION

Product Type:

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

Interest:

The Securities do not bear interest.

Additional Amount:

With Additional Conditional Amount (*Digital*)

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

Prohibition of Sales to EEA Retail Investors: Not applicable

The Securities are offered starting from the 21 October 2024 within a Subscription Period.

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

Information on the Subscription Period:

Subscription Period: 21 October 2024 to 25 October 2024 – unless closed in advance and without previous notice – and will be satisfied within the limits of the maximum number of Securities on offer (the "**Offer Period**").

Minimum amount for subscription: 1 Security.

Issue Date of the Securities:

Issue Date: 30 October 2024

Issue Volume of the Securities:

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

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

Potential investors, offering countries:

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

A Public Offer will be made in Croatia.

Delivery:

Delivery against payment

Other information regarding the offer and sale of the Securities:

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

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

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

The smallest transferable unit is 1 Security.

The smallest tradable unit is 1 Security.

Use of Proceeds and Reasons for the Offer

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

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

Issue Price: USD 1,000.00 per Security

Selling concession:

Not applicable

Other commissions, costs and expenses:

The product specific initial costs contained in the Issue Price amount to USD 61.38. These costs reflect all activities performed to create, develop, issue, and place the product, included the cost for the dedicated information service.

Admission to Trading:***Admission to Trading:***

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

Consent to the use of the Base Prospectus:

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

Offer Period:

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

Offering Countries:

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

Conditions of the consent:

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

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

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

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

The Distributor and its affiliates may be customers or borrowers of the Issuer and its affiliates. In addition, the Distributor or any of its 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.

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

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

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

The UniCredit Bank GmbH is the arranger of the Securities.

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

Additional information:

Not applicable

Placement and Underwriting:

Not applicable.

SECTION B – CONDITIONS

PART A - GENERAL CONDITIONS OF THE SECURITIES

(the "General Conditions")

§ 1

Form, Book Entry, Clearing System

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

§ 2

Principal Paying Agent, Paying Agent, Calculation Agent

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

§ 3

Taxes

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

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

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

§ 4

Status

- (1) The obligations of the Issuer under the Securities constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer, ranking (subject to any obligations preferred by any applicable law (also subject to the bail-in instruments as implemented under Italian law)) pari passu with all other unsecured obligations (other than obligations ranking junior to the senior notes from time to time (including non-preferred senior notes and any further obligations permitted by law to rank junior to the senior notes following the Issue Date), if any) of the Issuer, present and future and, in the case of the senior notes, pari passu and rateably without any preference among themselves.
- (2) The Security Holders unconditionally and irrevocably waive any right of set-off, netting, counterclaim, abatement or other similar remedy which they might otherwise have under the laws of any jurisdiction or otherwise in respect of such Securities.
- (3) Claims arising from Securities are neither secured, nor subject to a guarantee or any other arrangement that enhances the seniority of the claims.
- (4) The value of the claim arising from Securities in cases of the insolvency and of the resolution of the Issuer is fixed or increasing, and does not exceed the initially paid-up amount of the Securities, under all relevant laws and regulations amended from time to time, which are and will be applicable to the Issuer.
- (5) The Security Holders are not entitled to accelerate the payments under the Securities, other than in the case of the insolvency or liquidation of the Issuer, under all relevant laws and regulations amended from time to time, which are and will be applicable to it. For the avoidance of doubt, resolution proceeding(s) or moratoria imposed by a resolution authority in respect of the Issuer shall not constitute an event of default for the Securities for any purpose and shall not entitle to accelerate the payments under the Securities.
- (6) There is no negative pledge in respect of the Securities.

§ 5

Substitution of the Issuer

- (1) The Issuer may without the consent of the Security Holders, if no payment of principal or interest on any of the Securities is in default, at any time substitute the Issuer for any Affiliate of the Issuer as principal debtor in respect of all obligations of the Issuer under the Securities (the "**New Issuer**"), provided that
 - (a) the New Issuer assumes all obligations of the Issuer in respect of the Securities;
 - (b) the Issuer and the New Issuer have obtained all authorisations and have satisfied all other conditions as necessary to ensure that the Securities are legal, valid and enforceable obligations of the New Issuer;
 - (c) the Issuer and the New Issuer may transfer to the Principal Paying Agent in the currency required hereunder and without being obligated to deduct or withhold taxes or other duties of whatever nature levied by the country, in which the New Issuer or the Issuer has its domicile or tax residence, all amounts required for the fulfilment of the payment obligations arising under the Securities;
 - (d) the New Issuer has agreed to indemnify and hold harmless each Security Holder against any tax, duty or other governmental charge imposed on such Security Holder in respect of such substitution;
 - (e) the Issuer irrevocably and unconditionally guarantees proper payment of the amounts due under these Terms and Conditions; and
 - (f) (i) the proceeds are immediately available to the New Issuer, without limitation (ii) each Security Holder is treated as if the Substitution of the Issuer had not taken place and (iii) the competent supervisory authority or resolution authority has granted its prior consent (if and to the extent required by law).

For purposes of this § 5 (1) "**Affiliate**" means a company controlling, controlled by, or under common control with, the Issuer, provided that the term "controlled" ("*controllate*") shall have the meaning ascribed to it in

Section 93 of the Consolidated Law on Financial Intermediation and the terms "controlling" and "common control" shall be interpreted accordingly.

- (2) *Notice:* Any such substitution shall be notified in accordance with § 6 of the General Conditions.
- (3) *References:* In the event of any such substitution, any reference in these Terms and Conditions to the Issuer shall be deemed to refer to the New Issuer. Furthermore, any reference to the country, in which the Issuer is domiciled or resident for taxation purposes shall be deemed to refer to the country of domicile or residence for taxation purposes of the New Issuer.

§ 6

Notices

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

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

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

Any notice published on the Website for Notices which has become effective shall prevail the notice via the Clearing System.

§ 7

Issuance of additional Securities, Repurchase

- (1) *Issuance of additional Securities:* The Issuer reserves the right from time to time without the consent of the Security Holders to issue additional Securities with identical terms and conditions (except for the issue date and the issue price), so that the same shall be consolidated and form a single series (the "**Series**") with this Tranche. The term "Securities" shall, in the event of such increase, also comprise all additionally issued Securities.
- (2) *Repurchase:* The Issuer shall be entitled at any time to purchase Securities in the market or otherwise and at any price subject to compliance with the then applicable MREL Requirements (including, without limitation, having obtained the prior permission of the competent supervisory authority or the resolution authority, if required). Securities repurchased by the Issuer may, at the Issuer's discretion, be held, resold or forwarded to the Principal Paying Agent for cancellation.

§ 8

(intentionally omitted)

§ 9

Partial Invalidity, Corrections, Variations

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

notices to the Security Holders relating to the amendments referred to in the previous sentence shall be made in accordance with § 6 of the General Conditions.

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

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

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

§ 10

Applicable Law, Choice of Forum

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

§ 11

Contractual recognition of statutory bail-in powers

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

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

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

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

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

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

PART B - PRODUCT AND UNDERLYING DATA

(the "Product and Underlying Data")

§ 1

Product Data

ISIN:	IT0005613960
WKN:	A2FHP9
Reuters:	IT0005613960=HVBG
Series Number:	PH000214
Tranche Number:	1

Issuance Data

First Trade Date:	11 October 2024
Issue Date:	30 October 2024
Calculation Amount:	USD 1,000.00
Specified Currency:	US Dollar ("USD")
Websites for Notices:	www.onemarkets.hr/announcements,
Website of the Issuer:	www.unicreditgroup.eu
Issue Volume of Series in units:	Up to 10,000 Securities
Issue Volume of Tranche in units:	Up to 10,000 Securities
Issue Price:	USD 1,000.00 per Security

Specific Data

Adjustable Product Data:	R (initial)
Banking Day Financial Centre	New York
Underlying:	S&P 500® (Price Return) Index
Reference Price:	Closing price
Minimum Amount:	USD 1,000.00
Initial Observation Date:	28 October 2024
Exercise Date:	23 October 2031
Final Payment Date:	30 October 2031

Additional Conditional Amount (*Coupon*)

Additional Conditional Amount Observation Date (<i>Coupon</i>) (m):	23 October 2031
Additional Conditional Amount Payment Factor (<i>Coupon</i>) (m):	100%
Additional Conditional Amount (<i>Coupon</i>) (m):	USD 430.50
Additional Conditional Amount Payment Date (<i>Coupon</i>) (m):	30 October 2031
Record Date (<i>Coupon</i>) (m):	29 October 2031

§ 2

Underlying Data

Underlying:	S&P 500® (Price Return) Index
Underlying Currency:	USD
ISIN:	US78378X1072
Reuters:	.SPX
Bloomberg:	SPX Index
Registered Benchmark Administrator:	yes
Index Sponsor:	S&P Dow Jones Indices LLC
Index Calculation Agent:	S&P Dow Jones Indices LLC
Website:	www.spindices.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

(the "Special Conditions")

§ 1

Definitions

"Additional Conditional Amount (Coupon) (m)" means the Additional Conditional Amount (Coupon) (m) as specified in § 1 of the Product and Underlying Data.

"Additional Conditional Amount Payment Date (Coupon) (m)" means the Additional Conditional Amount Payment Date (Coupon) (m) as specified in § 1 of the Product and Underlying Data.

"Additional Conditional Amount Payment Event (Coupon)" means, with respect to an Additional Conditional Amount Observation Date (Coupon) (m), that R (m) is equal to or greater than the respective Additional Conditional Amount Payment Level (Coupon) (m). **"Additional Conditional Amount Payment Factor (Coupon) (m)"** means the respective Additional Conditional Amount Payment Factor (Coupon) (m) as specified in § 1 of the Product and Underlying Data.

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

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

"Adjustment Event" means each of the following events:

- (a) an Index Replacement Event occurs;
- (b) any event which is economically equivalent to the above-mentioned event with regard to its consequences on the Underlying; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith.

"Banking Day" means each day (other than a Saturday or Sunday) on which the Clearing System and the real time gross settlement system operated by the Eurosystem (or any successor provider of that system) ("T2") are open for business and commercial banks and foreign exchange markets settle payments in the Banking Day Financial Centre.

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

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

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

"Calculation Date" means each day on which the Reference Price is published by the Index Sponsor or Index Calculation Agent, as the case may be.

"Change in Law" means that due to

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

if such changes become effective on or after the First Trade Date of the Securities, the holding, acquisition or sale of the Underlying or assets that are needed in order to hedge price risks or other risks with respect to its obligations under the Securities is or becomes wholly or partially illegal for the Issuer.

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

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

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

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

"Conversion Event" means Index Conversion Event and Change in Law.

"Determining Futures Exchange" means the futures exchange, on which respective derivatives of the Underlying or – if derivatives on the Underlying are not traded – its components (the "**Underlying Linked Derivatives**") are mostly liquidly traded; such futures exchange shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith.

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

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

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

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

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

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

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

- (a) an Index Replacement Event has occurred and 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) the Determining Futures Exchange terminates the there traded Underlying Linked Derivatives early.

"Index Replacement Event" means each of the following events:

- (a) changes in the relevant index concept or the calculation of the Underlying, that result in a new relevant index concept or calculation of the Underlying being no longer economically equivalent to the original relevant index concept or the original calculation of the Underlying; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith;
- (b) the calculation or publication of the Underlying is indefinitely or permanently discontinued, or replaced by another index;
- (c) the calculation or publication of the Underlying no longer occurs in the Underlying Currency;
- (d) due to circumstances for which the Issuer is not responsible, the Issuer is no longer entitled to use the Underlying as basis for the calculations or, respectively, specifications of the Calculation Agent described in these Terms and Conditions; this also applies to the termination of the license to use the Underlying due to an unacceptable increase in license fees.

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

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

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

- (a) the failure of the Relevant Exchange or the Determining Futures Exchange to open for trading on a scheduled trading day during its regular trading sessions;
- (b) the suspension or restriction of trading for one or more of the components of the Underlying on the Relevant Exchange or the trading of the Underlying Linked Derivatives on the Determining Futures Exchange during its regular trading sessions;

- (c) the restriction on the general ability of market participants to enter into transactions in or obtain market prices for one or more of the components of the Underlying on the Relevant Exchange or to enter into transactions in or obtain market prices for Underlying Linked Derivatives on the Determining Futures Exchange during regular trading hours;
- (d) an early closing of trading by the Relevant Exchange or Determining Futures Exchange prior to the scheduled closing of trading, unless such early closing is announced by the Relevant Exchange or Determining Futures Exchange no later than one hour prior to the earlier of the following dates:
 - (i) the actual closing of trading on the Relevant Exchange or Determining Futures Exchange on that day and
 - (ii) the actual last time possible for the placement of orders in the system of the Relevant Exchange or Determining Futures Exchange on that day;
- (e) the suspension of, or failure, or the non-publication of the calculation of the Underlying as a result of a decision by the Index Sponsor or the Index Calculation Agent;

to the extent that such Market Disruption Event is material; whether this is the case shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith.

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

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

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

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

"Optional Redemption Amount" means the Calculation Amount.

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

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

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

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

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

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

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

"Registered Benchmark Administrator" means that the Underlying is administered by an administrator who is registered in a register pursuant to Article 36 of the Regulation (EU) 2016/1011 of the European Parliament and of the Council of 8 June 2016 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds and amending Directives 2008/48/EC and 2014/17/EU and Regulation (EU) No 596/2014 (the **"Benchmark-Regulation"**) as specified in § 2 of the Product and Underlying Data.

"Relevant Exchange" means the exchange, on which the components of the Underlying are traded; such exchange shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith in accordance with their liquidity.

In the case of a material change in the market conditions at the Relevant Exchange, such as a final discontinuation of the quotation of the components of the Underlying at the Relevant Exchange and the quotation at a different stock exchange or a considerably restricted liquidity, the Relevant Exchange shall be substituted as the Relevant Exchange by another exchange that offers satisfactorily liquid trading in the components of the Underlying (the **"Replacement Exchange"**); such exchange shall be determined by the

Calculation Agent acting in accordance with relevant market practice and in good faith. In the event of such substitution, any reference to the Relevant Exchange in these Terms and Conditions shall be deemed to refer to the Replacement Exchange.

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

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

"**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.

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

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

§ 2

Interest, Additional Amount

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

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

§ 3

Redemption

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

The Redemption Amount corresponds to the Minimum Amount.

§ 5

Issuer's Conversion Right

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

The "**Settlement Amount**" shall be the market value of the Securities, with accrued interest for the period until the Final Payment Date at the market rate of interest being traded at such time for liabilities of the Issuer with the same remaining term as the Securities within ten Banking Days following the occurrence of the Conversion Event; it shall be determined by the Calculation Agent acting in accordance with relevant market practice and in good faith. The fair market value, as calculated by the Calculation Agent, is calculated based on the redemption profile of the Securities which has to be adjusted taking into consideration the following parameters as of the tenth Banking Day before the conversion becomes effective: the price of the

Underlying, the remaining time to maturity, the volatility, the dividends (if applicable), the current interest rate as well as the counterparty risk and any other relevant market parameter that can influence the value of the Securities. However, the Settlement Amount shall not be less than the Minimum Amount. If it is not possible to determine the market value of the Securities, the Settlement Amount corresponds to the Minimum Amount. The Settlement Amount shall be notified pursuant to § 6 of the General Conditions.

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

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

§ 6

Payments

- (1) *Rounding:* The amounts payable under these Terms and Conditions shall be rounded up or down to the smallest unit of the Specified Currency, with 0.5 of such unit being rounded upwards..
- (2) *Business day convention:* If a Payment Date is not a Banking Day then the Following Business Day Convention shall apply. The Security Holders shall not be entitled to further interest or other payments in respect of such delay.
- (3) *Manner of payment, discharge:* All payments shall be made to the Principal Paying Agent. The Principal Paying Agent shall pay the amounts due to the Clearing System to be credited to the respective accounts of the depository banks and to be transferred to the Security Holders. The payment to the Clearing System shall discharge the Issuer from its obligations under the Securities in the amount of such payment.
- (4) *Interest of default:* If the Issuer fails to make payments under the Securities when due, the amount due shall bear interest on the basis of the legal interest rate ("*Saggio degli Interessi legali*"), pursuant to Section 1284 CC, without prejudice to any other mandatory provisions under Italian law. Such accrual of interest starts on the day following the due date of that payment (including) and ends on the effective date of the payment (including).

§ 7

Market Disruptions

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

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

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

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

§ 8

Adjustments, Type of Adjustment, New Index Sponsor and New Index Calculation Agent, Replacement Specification, Notifications

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

The goal of the Adjustment is to appropriately consider the economic impact of the circumstance that triggered the Adjustment Event, so that the economic characteristics of the Securities remain as unchanged as possible, taking into account the interests of the Security Holders as well as the Issuer ("**Adjustment**").

Goal). A subsequent adverse change of the value of the Securities resulting from the Adjustment cannot be ruled out.

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

- (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: In the case of an Index Replacement Event, the Calculation Agent may replace the Underlying with a Replacement Underlying and if necessary redefine the Adjustable Product Data. As a "**Replacement Underlying**" another index can be considered which is comparable to the original index with respect to the represented constituents, the consideration of returns and distributions of the constituents included in the index (e.g. dividends) and, if applicable, fees and costs included in the index. If the Calculation Agent designates a Replacement Underlying, from the Adjustment Date on (as defined in paragraph (5) below), every reference to the Underlying in these Terms and Conditions shall be a reference to the Replacement Underlying, unless the context requires otherwise.

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

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

- (4) *Replacement Specification:* If a published price of the Underlying as required pursuant to these Terms and Conditions is subsequently corrected and the correction (the "**Corrected Value**") will be published by the Index Sponsor or Index Calculation Agent, as the case may be, after the original publication, but still within one Settlement Cycle, then the Calculation Agent will notify the Issuer of the Corrected Value without undue delay and shall again specify and publish it pursuant to § 6 of the General Conditions the respective value by using the Corrected Value (the "**Replacement Specification**") .
- (5) *Reversal of Adjustment:* If an Adjustment Event that has occurred subsequently ceases to exist (for example, if the effectiveness of a merger subsequently ceases to exist due to the agreement on the merger or a sovereign prohibition or lack of approval), the Calculation Agent shall be entitled to reverse a previously made Adjustment pursuant to this § 8 if this corresponds to the Adjustment Goal.
- (6) *Notifications:* All adjustments as described in this § 8 and undertaken by the Calculation Agent as well as the designation of the time of the first application (the "**Adjustment Date**") take place by notification of the Securities Holder according to § 6 of the General Conditions. Hereby reference is made to the aforementioned notifications.

§ 9

Early redemption at the option of the Issuer

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

"**MREL Requirements**" means the laws, regulations, requirements, guidelines, rules, standards and policies relating to minimum requirements for own funds and eligible liabilities applicable to the Issuer and/or the Group, from time to time, (including any applicable transitional or grandfathering provisions), including, without limitation to the generality of the foregoing, any delegated or implementing acts (such as regulatory technical standards) adopted by the European Commission and any regulations, requirements, guidelines, rules, standards and policies relating to minimum requirements for own funds and eligible liabilities adopted

by the Federal Republic of Germany or the Republic of Italy, a relevant resolution authority or the European Banking Authority from time to time (whether or not such requirements, guidelines or policies are applied generally or specifically to the Issuer and/or the Group), as any of the preceding laws, regulations, requirements, guidelines, rules, standards, policies or interpretations may be amended, supplemented, superseded or replaced from time to time.

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

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

Summary

Section 1 – Introduction containing warnings

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

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

Investors could lose all or part of the invested capital.

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

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

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

Securities: USD Digital Coupon Capital Protection Certificate on S&P 500® (Price Return) Index (ISIN IT0005613960)

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

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

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

Section 2 – Key information on the Issuer

Who is the Issuer of the Securities?

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

Principal activities of the Issuer

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

Major shareholders of the Issuer

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

Identity of the managing director of the Issuer

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

Identity of the auditors of the Issuer

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

What is the key financial information regarding the Issuer?

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

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

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

Balance sheet

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3 – Key information on the Securities

What are the main features of the Securities?

Product Type, Underlying and form of the Securities

Product Type: Cash Collect Protection Securities (Non-Quanto)

Underlying: S&P 500® (Price Return) Index (ISIN: US78378X1072 / Reference Price: Closing price)

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

Issuance and Term

The Securities will be issued on 30 October 2024 in US Dollar USD) (the "**Specified Currency**") as up to 10,000 Certificates. The Securities have a defined term.

General

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

Interest

The Securities do not bear interest.

Additional Amount

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

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

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

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

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

Additional Conditional Amount Payment Factor (<i>Coupon</i>) (m):	100%
Additional Conditional Amount (<i>Coupon</i>) (m):	USD 430.50
Additional Conditional Amount Payment Date (<i>Coupon</i>) (m):	30 October 2031
Additional Conditional Amount Observation Date (<i>Coupon</i>) (m):	23 October 2031
Record Date (<i>Coupon</i>) (m):	29 October 2031

Redemption

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

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

Additional definitions and product terms

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

Calculation Amount:	USD 1,000.00
Final Payment Date:	30 October 2031
Initial Observation Date:	28 October 2024
Minimum Amount:	USD 1,000.00
Optional Redemption Amount:	Calculation Amount

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

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

Adjustments to the Terms and Conditions: The Calculation Agent may adjust the Terms and Conditions of the Securities (in particular the Underlying and/or all prices of the Underlying which have been specified by the Calculation Agent) if an adjustment event (for example, a certain change to the relevant index concept) (the "**Adjustment Event**") occurs.

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

Where will the Securities be traded?

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

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

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

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

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

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

Risks related to the regulation of benchmarks: The Securities make reference to a Benchmark (the "Benchmark") within the meaning of Regulation (EU) 2016/1011 (the "Benchmark Regulation") and therefore there is a risk that the Benchmark may not be used as reference value of the Securities from a certain point in time. In such event, the Securities could be de-listed, adjusted, converted or otherwise impacted. Any changes to a Benchmark as a result of the Benchmark Regulation could have a material adverse effect on the costs of refinancing a Benchmark or the costs and risks of administering or otherwise participating in the setting of a Benchmark and complying with the Benchmark Regulation. Potential investors should be aware that they face the risk that any changes to the relevant Benchmark may have a material adverse effect on the value of and the amount payable under the Securities.

Risks related to indices: The performance of Securities linked to indices depends on the performance of the respective index. Changes in the price of the components of the index and changes to the composition of the index or other factors may have an adverse effect on the performance of the index.

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:	Croatia		
Issue Price:	USD 1,000.00 per Security	Subscription Period (general):	from 21 October 2024 to 25 October 2024
Issue Date:	30 October 2024	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 USD 61.38.

Why is this Prospectus being produced?

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

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

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

Sažetak

Odjeljak 1 – Uvod s upozorenjima

Ovaj Sažetak treba čitati kao uvod u Osnovni Prospekt.

Ulažatelji svaku odluku o ulažanju u predmetne Vrijednosne papire trebaju temeljiti na razmatranju Osnovnog Prospekta kao cjeline.

Ulažatelji mogu u cijelosti ili djelomično izgubiti svoj uloženi kapital.

Ako se sudu podnese tužba koja se odnosi na informaciju sadržanu u Osnovnom Prospektu, tužitelj Ulažatelj može biti obvezan, prema nacionalnom pravu, snositi troškove prijevoda Osnovnog Prospekta (uključujući sve dodatke kao i Konačne Uvjete) prije nego što započne sudski postupak.

Građanskopravnoj odgovornosti podliježu samo osobe koje su sastavile Sažetak, uključujući njegov prijevod, ali samo ako Sažetak dovodi u zabludu, ako je netočan ili nedosljedan, kada ga se čita zajedno s drugim dijelovima Osnovnog Prospekta, ili ne pruža, kad ga se čita zajedno s drugim dijelovima Osnovnog Prospekta, ključne informacije kako bi se ulažateljima pomoglo pri razmatranju ulažanja u Vrijednosne Papire.

Spremate se kupiti proizvod koji nije jednostavan i koji je možda teško razumjeti.

Vrijednosni papiri: USD Digital Coupon Capital Protection Certificate on S&P 500® (Price Return) Index (ISIN IT0005613960)

Izdavatelj: UniCredit S.p.A. ("Izdavatelj" ili "UniCredit" te UniCredit, zajedno sa svojim konsolidiranim ovisnim društvima, "UniCredit Grupa"), Piazza Gae Aulenti, 3 Tower A, 20154 Milano, Italija. Tel. br.: +39 02 88 621 – Web stranica: www.unicreditgroup.eu. Identifikator pravne osobe (LEI) Izdavatelja je: 549300TRUW02CD2G5692.

Nadležno tijelo: Commission de Surveillance du Secteur Financier ("CSSF"), 283, route d'Arlon L-1150 Luksemburg. Tel. br.: (+352) 26 25 1 – 1.

Datum odobrenja Osnovnog Prospekta: Osnovni prospekt UniCredit S.p.A. za Vrijednosne papire s Jedinim Temeljnim instrumentom ili Više Temeljnih instrumenata (s djelomičnom) zaštitom kapitala) odobren od strane CSSF-a na dan 7. kolovoza 2024., kako je mijenjan s vremena na vrijeme, te registracijski dokument UniCredit S.p.A. odobren od strane CSSF-a na dan 7. kolovoza 2024., kako je mijenjan s vremena na vrijeme, koji zajedno čine osnovni prospekt ("Osnovni Prospekt"), a koji se sastoji od zasebnih dokumenata u smislu članka 8. stavka 6. Uredbe (EU) 2017/1129, kako je mijenjana s mijenja s vremena na vrijeme ("Uredba o prospektu").

Odjeljak 2 – Ključne informacije o izdavatelju

Tko je izdavatelj vrijednosnih papira?

UniCredit je dioničko društvo osnovano u Italiji prema talijanskim zakonima, s poslovnom adresom, uredom uprave i glavnim mjestom poslovanja u Piazza Gae Aulenti, 3 Tower A, 20154 Milano, Italija. Identifikator pravne osobe (LEI) UniCredit-a je: 549300TRUW02CD2G5692.

Glavne djelatnosti Izdavatelja

UniCredit je paneuropska Poslovna Banka, s jedinstvenom ponudom usluga u Italiji, Njemačkoj, srednjoj i istočnoj Europi. Svrha UniCredit-a je osnažiti zajednice da napreduju, pružajući usluge visoke kvalitete za sve držatelje vrijednosnih papira, otključavajući potencijal svojih klijenata i svojih ljudi diljem Europe. UniCredit uslužuje više od 15 milijuna klijenata diljem svijeta. UniCredit je organiziran u pet geografskih područja i tri poslovna područja, Korporativna, Individualna i Grupna rješenja za plaćanja. To omogućuje Banci da bude bliska sa svojim klijentima i iskoristi snagu cijele Grupe za razvoj i ponudu najboljih proizvoda na svim svojim tržištima.

Najveći Dioničari Izdavatelja

Ne postoji pojedinac ili entitet koji kontroliraju UniCredit u smislu članka 93. Zakonodavne uredbe br. 58 od 24. veljače 1998. ("Zakon o financijskim uslugama"), kako je mijenjana. Na dan 13. lipnja 2024., glavni dioničar koji je objavio da drži, izravno ili neizravno, relevantan udio u UniCredit-u, sukladno članku 120. Zakona o financijskim uslugama, je: BlackRock Group (dionice: 114.907.383; u vlasništvu 7,019%).

Identitet glavnih direktora Izdavatelja

Generalni direktor Izdavatelja je g. Andrea Orcel (generalni izvršni direktor).

Identitet ovlaštenih revizora Izdavatelja

Revizorska kuća kojoj je dodijeljen zakonski računovodstveni nadzor Izdavatelja za devetogodišnji period od 2022.-2030. je KPMG S.p.A. (KPMG). KPMG je društvo osnovano prema talijanskim zakonima, upisano u Registar trgovačkih društava u Milanu pod brojem 00709600159 i registrirano u Registru ovlaštenih revizora (Registro dei Revisori Legali) koji vodi Ministar gospodarstva i financija s registracijskim brojem 70623 i poslovnom adresom u Via Vittor Pisani 25, 20124 Milano, Italija.

Koje su ključne financijske informacije u pogledu izdavatelja?

UniCredit je odabrane konsolidirane financijske podatke uključene u donju tablicu za godine koje su završile 31. prosinca 2023. i 2022. uzeo iz revidiranih konsolidiranih financijskih izvještaja za financijske godine koje su završile 31. prosinca 2023. i 2022. Odabrani konsolidirani financijski podaci uključeni u donju tablicu, za šest mjeseci završno s 30. lipnja 2024. i 30. lipnja 2023. koja su izvedena iz djelomično revidiranog privremenog konsolidiranog financijskog izvješća UniCredita završno s 30. lipnja 2024. i 2023. Donji podaci za stavke računa dobiti i gubitka i bilance odnose se na reklasificirane sheme.

	Račun dobiti i gubitka					
	Zaključno s krajem godine			Zaključno s istekom šest mjeseci		
<i>U milijunima EUR, osim gdje je naznačeno drugačije</i>	31.12.2023. (*)	31.12.2022. (**)	31.12.2022. (***)	30.06.2024. (****)	30.06.2023. (*****)	30.06.2023. (*****)
	<i>revidirano</i>			<i>djelomično revidirano</i>		
Neto kamata	14,005	10,669	10,692	3,565	3,497	3,497
Naknade	7,463	7,625	6,841	2,120	1,928	1,905
Rezervacije za gubitke po kreditima (Loan Loss Provisions (LLPs))	(548)	(1,894)	(1,894)	(15)	(12)	(21)
Prihod od trgovanja	1,845	1,776	2,574	470	462	485

Mjera financijskog učinka koju Izdavalatelj koristi u financijskim izvještajima kao što je operativna dobit (Bruto operativna dobit (gubitak))	14,372	10,782	10,782	4,031	3,630	3,619
Iskazana neto dobit (gubitak) grupe	9,507	6,458	6,458	2,679	2,310	2,310
Bilanca						
	Zaključno s krajem godine			Na dan		Vrijednost kao rezultat procesa nadzora i ocjenjivanja („SREP” 31.12.2023.)
<i>U milijunima EUR, osim gdje je naznačeno drugačije</i>	31.12.2023. (*)	31.12.2022. (**)	31.12.2022. (***)	30.06.2024. (****)		
	<i>revidirano</i>			<i>djelomično revidirano</i>		
Ukupna imovina	784,974	857,773	857,773	798,925		nije primjenjivo
Nadređeni dug	nije primjenjivo	nije primjenjivo	nije primjenjivo	nije primjenjivo		nije primjenjivo
Podređeni dug (*****)	7,688	7,920	7,920	nije primjenjivo		nije primjenjivo
Kredit i potraživanja kod kupaca (neto) [identificirano u reklasificiranim konsolidiranim računima kao "kredit kupcima"]	429,452	455,781	455,781	433,997		nije primjenjivo
Depoziti kupaca	495,716	510,093	510,093	499,492		nije primjenjivo
Vlasnički kapital Grupe	64,079	63,339	63,339	62,013		nije primjenjivo
Stopa redovnog osnovnog kapitala (CET1 ratio) ili drugi relevantni omjer adekvatnosti bonitetnog kapitala ovisno o izdavanju (%)	16.14%	16.68%	16.68%	16.32%		10.12%
Stopa ukupnog kapitala (%)	20.90%	21.42%	21.42%	20.92%		14.50%
Omjer zaduženosti (<i>Leverage Ratio</i>) izračunat prema primjenjivom regulatornom okviru (%)	5.78%	6.07%	6.07%	5.52%		3%

(*) Financijski podaci koji se odnose na financijsku godinu koja je završila 31. prosinca 2023. proizlaze iz revidiranih konsolidiranih financijskih izvještaja UniCredit-a u odnosu na godinu koja je završila 31. prosinca 2023., a koje su revidirali KPMG S.p.A., vanjski revizori UniCredit-a.

(**) Usporedna brojka na dan 31. prosinca 2022. u ovom stupcu je izmijenjena. Iznos koji se odnosi na 2022. godinu razlikuje se od onih objavljenih u "Konsolidiranim izvještajima i računima za 2022".

(***) Kao što je objavljeno u „Konsolidiranim izvještajima i računima za 2022".

(****) Financijski podaci koji se odnose na 30. lipnja 2024. izdvojeni su iz djelomično revidiranog Konsolidiranog Prvog Polugodišnjeg Financijskog Izvješća UniCredit-a na dan 30. lipnja 2024.

(*****) U Reklasificiranom računu dobiti i gubitka za 2024. usporedni podaci na dan 30. lipnja 2023 su izmijenjeni.

(*****) Kao što je i objavljeno u djelomično revidiranom Konsolidiranom Prvom Polugodišnjem Financijskom Izvješću UniCredit-a na dan 30. lipnja 2023.

(*****) Iznosi se ne odnose na reklasificirane sheme. Oni su izvučeni iz Konsolidiranih financijskih izvještaja – Bilješke uz konsolidirane račune.

Koji su ključni rizici specifični za izdavalatelja?

Potencijalni ulagači trebaju biti svjesni da u slučaju pojave jednog od dolje navedenih čimbenika rizika, Vrijednosnim papirima može pasti vrijednost te da mogu pretrpjeti potpuni gubitak svog ulaganja. Sljedeći rizici su ključni rizici specifični za Izdavalatelja:

Rizici povezani s utjecajem trenutnih makroekonomskih neizvjesnosti i učincima geopolitičkih napetosti: Tržišno okruženje u kojemu posluje UniCredit i dalje je podložno visokim razinama nesigurnosti u kratkoročnom i srednjoročnom pogledu. Ekonomske posljedice koje proizlaze iz geopolitičkih napetosti, ne samo u Rusiji, povećali su inflacijske pritiske i mogli bi nastaviti stvarati sve veću nesigurnost za gospodarstvo eurozone, s potencijalnim učinkom na uspjeh Grupe. Rusko-ukrajinska kriza je uzrokovala nagli porast cijena robe, daljnji poremećaj u lancu opskrbe, pooštavanje financijskih uvjeta, povećanu neizvjesnost i snažan pad povjerenja potrošača. Od sredine 2022. godine, kako inflacija raste zbog povećanja cijene energenata i poremećaja u opskrbi, ECB je promijenio svoj monetarni stav (Kamatna stopa na novčani depozit: -50 bps u lipnju 2022., 0 bps u srpnju, 75 bps u rujnu, 150 bps u listopadu, 200 bps u prosincu, 250 bps u veljači 2023., 300 bps u ožujku, 325 bps u svibnju, 350 bps u lipnju, 375 bps u srpnju, 400 bps u rujnu) i tržište je, u skladu s tim, promijenilo očekivanja o kamatnim stopama. Unatoč tome što je inflacija kasnije počela bilježiti silaznu putanju i tome da je ECB počela preokretati monetarnu politiku (DFR snižen na 375 bps u lipnju 2024.), koja je i dalje restriktivna, prognoze su i dalje izložene rizicima, daljnje tenzije u odnosu na cijene robe/energenata ne mogu biti isključene, kao ni zaoštavanje Rusko-ukrajinskog konflikta koji je u tijeku, i/ili pojačavanje napetosti na Bliskom istoku. Stoga, očekivanja u vezi s učinkom globalnog gospodarstva još uvijek ostaju neizvjesna kako u kratkom, tako i u srednjem roku. Sadašnje okruženje karakteriziraju izrazito neizvjesni elementi, što bi, kako je gore navedeno, moglo generirati pogoršanje kvalitete kreditnog portfelja, nakon čega slijedi povećanje nenaplativih kredita i nužnost povećanja rezervacija na teret računa dobiti i gubitka. Na dan 9. prosinca 2021. UniCredit je financijskoj zajednici predstavio svoj Strateški plan 2022.-2024., koji je uključivao niz strateških i financijskih ciljeva koji su u obzir uzeli odnosni scenarij i proizašli su iz procjene provedene do tad. Makro pretpostavke na kojima se temelji Strateški plan isključivale su neočekivane materijalno nepovoljne događaje poput Rusko-ukrajinskog sukoba i pogoršanja/ponovne eskalacije pandemije COVID 19, situacije koje je UniCredit pomno pratio (Iz prezentacije Strateškog plana: Makro pretpostavke u Strateškom planu uzimaju u obzir nedavne i postojeće učinke COVID-a

19 u vrijeme prezentiranja Plana s postupnom normalizacijom tijekom prethodnih godina. Scenarij nije pretpostavljao da će se situacija s COVID-om 19 u tadašnje vrijeme razviti na posebno negativan način tijekom prethodnih godina).

Rizici povezani sa Strateškim planom 2022-2024.: Dana 9. prosinca 2021. UniCredit je financijskoj zajednici u Milanu predstavio Strateški plan za 2022-2024. pod nazivom "UniCredit Unlocked" ("**Strateški plan**" ili "**Plan**") koji sadrži brojne strateške, kapitalne i financijske ciljeve ("**Strateški ciljevi**"). Strateški plan je usmjeren na geografska područja UniCredita na kojima Izdavatelj trenutno posluje; s financijskim učinkom potaknutim putem tri međusobno povezane poluge: učinkovitost troškova, optimalna raspodjela kapitala i rast neto prihoda. "UniCredit Unlocked" donosi strateške imperativne i financijske ambicije temeljene na šest stupova. Takvi strateški imperativi i financijske ambicije odnose se na: (i) rast u svojim regijama i razvoj franšize klijenata, promjena poslovno modela i načina na koji ljudi rade; (ii) ostvarivanje ekonomije razmjera iz svojeg otiska banaka, transformiranje tehnologije koja koristi Digital & Data te ugrađivanje održivosti u sve što UniCredit radi; (iii) poticanje financijskog učinka putem tri međusobno povezane poluge. Makro pretpostavke na kojima se temelji Strateški plan objavljen u prosincu 2021. isključivale su neočekivane materijalno nepovoljne događaje poput Rusko-ukrajinskog sukoba i pogoršanja/ponovne eskalacije pandemije COVID 19, situacije koje je UniCredit pomno pratio (Iz prezentacije Strateškog plana: Makro pretpostavke u Strateškom planu uzimaju u obzir nedavne i postojeće učinke COVID-a 19 u vrijeme prezentiranja Plana s postupnom normalizacijom tijekom prethodnih godina. Scenarij nije pretpostavljao da će se trenutna situacija s COVID-om 19 u tadašnje vrijeme razviti na posebno negativan način tijekom prethodnih godina). Plan je temeljen na šest stupova: (i) optimizirati, kroz poboljšanje operativne i kapitalne učinkovitosti; (ii) ulagati, uz ciljne inicijative rasta, uključujući ESG; (iii) povećati neto prihode; (iv) povećati prinos; (v) ojačati stabilnost zahvaljujući revidiranoj ciljnoj CET1 stopi i smanjenju bruto omjera NPE; i (vi) distribuirati dosljedno s organskom proizvodnjom kapitala. 24. srpnja 2024. UniCredit je predstavio rezultate Grupe za drugi kvartal 2024. (2Q24) kao i ažuriranje smjernica za 2024. bez promjena u ukupnoj strategiji, ali s poboljšanim financijskim ciljevima. Sposobnost UniCredita da ispuni Strateške ciljeve i sve izjave o budućnosti oslanja se na niz pretpostavki, očekivanja, projekcija i privremenih podataka u vezi s budućim događajima, stoga je i podložna brojnim neizvjesnostima i dodatnim čimbenicima, od kojih su mnogi izvan kontrole UniCredita. Iz svih ovih razloga, ulažajući se upozoravaju da ne donose svoje odluke o ulaganju isključivo na temelju prognoziranih podataka uključenih u Strateške ciljeve (i najnovije ažurirane smjernice).

Kreditni rizik i rizik pogoršanja kreditne kvalitete: Aktivnost, financijska i kapitalna snaga te profitabilnost UniCredit Grupe ovise, između ostalog, o kreditnoj sposobnosti njenih klijenata. U obavljanju svojih kreditnih aktivnosti Grupa je izložena riziku da neočekivana promjena kreditne sposobnosti druge ugovorne strane može generirati odgovarajuću promjenu vrijednosti povezane kreditne izloženosti i uzrokovati njezino djelomično ili potpuno otpisivanje. Sadašnje okruženje i dalje karakteriziraju izrazito nesigurni elementi, s mogućnošću da usporavanje gospodarstva, zajedno s ukidanjem zaštitnih mjera poput moratorija na kredite klijentima, generira pogoršanje kvalitete kreditnog portfelja nakon čega slijedi povećanje nenaplativih kredita i nužnost povećanja rezervacija na teret računa dobiti i gubitka. UniCredit-ove Rezervacije za gubitke po kreditima ("**LLP**") povećale su se za 7.7 posto u odnosu na prethodno polugodište (1H/1H) i to na 118 milijuna eura u prvom polugodištu 2024. godine (1H24). Trošak rizika bio je približno u skladu u odnosu na prethodno polugodište (1H/1H), na razini od 5 bps u prvom polugodištu 2024. (1H24). Grupa je održavala iznos preklapanja (eng. *amount of overlays*) likvidnih izloženosti nepromijenjenim na cca. 1,7 milijardi eura, što značajno jača sposobnost Grupe da izdrži makroekonomske šokove. Na dan 30. lipnja 2024., bruto udio neprihodujućih dužničkih instrumenata u ukupnim dužničkim instrumentima ("**NPE**") Grupe smanjen je za 3.6 posto u odnosu na prethodnu godinu (Y/Y) i za 3,4 posto u odnosu na prethodni kvartal (Q/Q) na 11,7 milijardi eura u drugom kvartalu 2024. (2Q24) (dok je 30. travnja 2024. iznosio 12,1 milijardi eura) s omjerom bruto NPE od 2,6 posto (**bez značajnih promjena** u odnosu na prethodnu godinu (Y/Y) i -0,1 posto u odnosu na prethodni kvartal (Q/Q)). Na dan 30. lipnja 2024. neto NPE Grupe iznosio je 6,2 milijarde eura i smanjio se u odnosu na 31. ožujka 2024. kada je iznosio 6,6 milijardi eura (omjer neto NPE Grupe je smanjen u odnosu na 31. ožujka 2024. i jednak je 1,4 posto). Grupa je usvojila procedure, pravila i načela usmjerena na praćenje i upravljanje kreditnim rizikom na obje razine – na razini pojedinačne ugovorne strane i na razini portfelja. Međutim, postoji rizik da, unatoč tim aktivnostima praćenja i upravljanja kreditnim rizikom, kreditna izloženost Grupe može premašiti unaprijed određene razine rizika u skladu s postupcima, pravilima i načelima koje je usvojila.

Rizik likvidnosti: Rizik likvidnosti odnosi se na mogućnost da se UniCredit Grupa nađe u nemožnosti ispuniti svoje trenutne i buduće, predviđene i nepredviđene obveze plaćanja i ostale obveze, a da to ne naruši njezino svakodnevno poslovanje ili financijski položaj. Djelatnost UniCredit Grupe podložna je osobito financiranju rizika likvidnosti, rizika tržišne likvidnosti, rizika neusklađenosti i rizika nepredviđenih situacija. Najvažniji rizici s kojima bi se Grupa mogla suočiti su: i) iznimno velika upotreba obvezujućih i neobvezujućih linija odobrenih pravnim osobama; ii) neobičajena povlačenja depozita po viđenju i oročenih depozita od strane UniCredit-ovih maloprodajnih i poslovnih klijenata; iii) pad tržišne vrijednosti vrijednosnih papira u koje UniCredit ulaže svoj zaštitni sloj likvidnosti; iv) sposobnost pruživanja velikih financiranja koja istječu i potencijalnih odljeva novca ili kolateralna koje bi Grupa mogla pretrpjeti u slučaju smanjenja rejtinga i banaka ili državnog duga u zemljopisnim područjima u kojima posluje. Osim toga, neki rizici mogu proizaći iz ograničenja koja se primjenjuju na prekogranično kreditiranje između banaka. Zbog krize na financijskom tržištu, praćene također smanjenom likvidnošću koja je dostupna trgovcima u tom sektoru, ESB je provela važne intervencije u monetarnoj politici poput "Ciljane operacije dugoročnijeg refinanciranja" ("**TLTRO**") uvedene 2014. i TLTRO II uvedene 2016. Ove potpore likvidnosti su dospjele u prvom kvartalu 2024. Otplata TLTRO-a uglavnom je izvršena smanjenjem viška novčanih rezervi položenih kod središnjih banaka i djelomičnim povećanjem neto repo pozicije. To je rezultiralo većim oslanjanjem na veleprodajne izvore financiranja, čiji je trošak obično viši u usporedbi s TLTRO-om i čije postojanje više ovisi o tržišnim uvjetima. Takva bi situacija stoga mogla negativno utjecati na poslovanje, rezultate poslovanja te gospodarski i financijski položaj UniCredit-a i/ili Grupe. Glavni pokazatelji koje UniCredit Grupa koristi za procjenu svog profila likvidnosti su (i) Koeficijent likvidnosne pokrivenosti (LCR), koji predstavlja pokazatelj kratkotrajne likvidnosti podložan minimalnom regulatornom zahtjevu od 100 posto od 2018. godine i koji je bio 149 posto u ožujku 2024., dok je na dan 31. prosinca 2023. bio 154 posto (izračunato kao prosjek zadnjih 12 omjera na kraju mjeseca), i (ii) Koeficijenta stabilnih izvora financiranja (NSFR), koji predstavlja pokazatelj strukturne likvidnosti i koji je u ožujku 2024. bio na 129 posto.

Basel III i Adekvatnost kapitala banke: Izdavatelj će se pridržavati revidiranih globalnih regulatornih standarda (Basel III) o kapitalnoj adekvatnosti i likvidnosti banaka, koji nameću zahtjeve, između ostalog, za viši i kvalitetniji kapital, bolje pokriće rizika, mjere za poticanje nakupljanja kapitala koji se može povući u razdobljima stresa i uvođenje omjera poluge kao zaštitne mreže za zahtjev zasnovanom na riziku, kao i dva globalna standarda likvidnosti. U smislu bankovnih bonitetnih propisa, Izdavatelj je također podložan Direktivi o oporavku i sanaciji banaka 2014/59/EU od 15. svibnja 2014. (BRRD), koja se u Italiji primjenjuje zakonodavnom uredbom 180. i 181. od 16. studenog 2015. kako je izmijenjena Direktivom 2019/879, "**BRRD II**" (koja se u Italiji primjenjuje zakonodavnom uredbom 193. od 8. studenog 2021.), kao i relevantnim tehničkim standardima i smjernicama regulatornih tijela EU-a (tj. Europsko bankovno tijelo (EBA)), koji, među ostalim, propisuju mehanizme oporavka i sanacije i minimalne zahtjeve za regulatorni kapital i prihvatljive obveze (MREL) za kreditne institucije. Ako UniCredit ne bude u mogućnosti ispuniti kapitalne/MREL zahtjeve nametnute važećim zakonima i propisima, možda će biti potrebno zadržati više razine kapitala/prihvatljivih obveza, a što bi potencijalno moglo utjecati na njegove kreditne rejtinge i uvjete financiranja te ograničiti mogućnost rasta UniCredit-a.

Odjeljak 3 – Ključne informacije o vrijednosnim papirima

Koja su glavna obilježja vrijednosnih papira?

Vrsta Proizvoda, Temeljni instrument i oblik Vrijednosnih papira

Vrsta Proizvoda: Cash Collect Protection Vrijednosni papiri (Cash Collect Protection Securities) (Non-Quanto)

Temeljni instrument: S&P 500® (Price Return) Index (ISIN: US78378X1072/ Referentna cijena: Zaključna cijena)

Vrijednosni papiri vođeni su talijanskim zakonom. Vrijednosni papiri su dužnički instrumenti u nematerijaliziranom registriranom obliku u skladu s Talijanskim konsolidiranim zakonom o financijskom posredovanju (*Testo Unico della Finanza*). Vrijednosni papiri bit će predstavljeni knjigom i upisani u knjige Klirinškog sustava. Prijenos Vrijednosnih papira obavlja se upisom na odgovarajuće račune otvorene kod Klirinškog sustava. Međunarodni identifikacijski broj (ISIN) Vrijednosnih papira naznačen je u Odjeljku 1.

Izdavanje i rok

Vrijednosni papiri bit će izdani na dan 30.10.2024 u američkim dolarima (USD) ("**Utvrđena valuta**") kao do 10.000 Potvrda. Vrijednosni papiri imaju definiran rok.

Općenito

Vrijednost Vrijednosnih papira tijekom razdoblja njihovog trajanja ovisi uglavnom o cijeni Temeljnog instrumenta. Načelno, vrijednost Vrijednosnih papira raste ako cijena Temeljnog instrumenta raste i pada ako cijena Temeljnog instrumenta pada.

Kamata

Vrijednosni papiri ne nose kamatu.

Dodatni iznos

Pod uvjetom da se nije dogodio Događaj konverzije, Imatelj vrijednosnih papira primit će Dodatni uvjetni iznos (*Coupon*) pod sljedećim uvjetima:

- Ako se u odnosu na Datum promatranja dodatnog uvjetnog iznosa (*Coupon*) (m) dogodio Događaj plaćanja dodatnog uvjetnog iznosa (*Coupon*), odgovarajući Dodatni uvjetni iznos (*Coupon*) (m) bit će isplaćen na odgovarajući Datum plaćanja dodatnog uvjetnog iznosa (*Coupon*) (m).
- Ako se u odnosu na Datum promatranja dodatnog uvjetnog iznosa (*Coupon*) (m) nije dogodio Događaj plaćanja dodatnog uvjetnog iznosa (*Coupon*), odgovarajući Dodatni uvjetni iznos (*Coupon*) (m) neće biti isplaćen.

Događaj plaćanja dodatnog uvjetnog iznosa (*Coupon*) dogodit će se ako je odnosni R (m) jednak ili veći nego odgovarajuće Razina plaćanja dodatnog uvjetnog iznosa (*Coupon*) (m).

Razina plaćanja dodatnog uvjetnog iznosa (*Coupon*) (m) znači iznos odnosnog Faktora plaćanja dodatnog uvjetnog iznosa (*Coupon*) (m) pomnoženog s R (početna).

R (m) znači Referentna cijena na odnosni Datum promatranja dodatnog uvjetnog iznosa (*Coupon*) (m).

Faktor plaćanja dodatnog uvjetnog iznosa (<i>Coupon</i>) (m):	100%
Dodatni uvjetni iznos (<i>Coupon</i>) (m):	USD 430,50
Datum plaćanja dodatnog uvjetnog iznosa (<i>Coupon</i>) (m):	30.10.2031
Datum promatranja dodatnog uvjetnog iznosa (<i>Coupon</i>) (m):	23.10.2031
Datum zapisa (<i>Coupon</i>) (m):	29.10.2031

Otkup

Pod uvjetom da se nije dogodio Događaj konverzije, Vrijednosni papiri će se otkupiti na Datum konačne otplate po Iznosu otkupa automatskim unovčenjem.

Na Datum konačne otplate Iznos otkupa jednak je Minimalnom iznosu.

Dodatne definicije i uvjeti proizvoda

R (početna) znači Referentna cijena utvrđena na Početni datum promatranja.

Iznos izračuna:	USD 1.000
Datum konačne otplate:	30.10.2031
Početni datum promatranja:	28.10.2024
Minimalni iznos:	USD 1.000
Opcijski iznos otkupa:	Iznos izračuna

Konverzija Vrijednosnih papira od strane Izdavatelja: Nakon pojave jednog ili više događaja konverzije (npr. dogodio se događaj zamjene indeksa (npr. izračun ili objava Temeljnog instrumenta je obustavljen ili trajno prekinuta) i ne postoji dostupan Zamjenski temeljni instrument niti on može biti utvrđen ("**Događaj konverzije**"), Izdavatelj ima pravo konvertirati i otkupiti Vrijednosne papire na Datum konačne otplate plaćanjem Iznosa namirenja. "**Iznos namirenja**" je tržišna vrijednost Vrijednosnih papira zajedno s obračunatim kamatama za razdoblje do Datuma konačne otplate po tržišnoj kamatnoj stopi kojom se u to vrijeme trguje obvezama Izdavatelja s istim preostalim rokom kao za Vrijednosne papire u roku deset Bankarskih radnih dana nakon nastanka Događaja konverzije, kako je utvrđeno od strane Agenta za izračun. Iznos namirenja u svakom slučaju nije manji od Minimalnog iznosa.

Prijevremeni otkup po izboru Izdavatelja: Vrijednosni papiri se mogu otkupiti u bilo koje vrijeme u cijelosti, ali ne i djelomično, po izboru Izdavatelja po njihovom Opcijskom iznosu otkupa na dan ili nakon datuma navedenog u obavijesti objavljenoj na web stranici Izdavatelja kojom se informiraju Agent za plaćanje i Imatelji vrijednosnih papira, ukoliko Izdavatelj utvrdi da je serije Vrijednosnih papira isključen ili će biti u cijelosti ili djelomično isključen iz prihvatljivih obveza dostupnih za ispunjavanje MREL zahtjeva (MREL Događaj diskvalifikacije).

Usklađenje Općih uvjeta: Agent za izračun može uskladiti Opće uvjete Vrijednosnih papira (posebno Temeljni instrument i/ili sve cijene Temeljnog instrumenta koje je odredio Agent za izračun) ukoliko dođe do događaja usklađenja (poput promjene u relevantnom Konceptu indeksa (npr. određena promjena relevantnog koncepta indeksa)) ("**Događaj usklađenja**").

Status Vrijednosnih papira: Obveze Izdavatelja po Vrijednosnim papirima predstavljaju izravne, bezuvjetne, ne-subordinirane i neosigurane obveze Izdavatelja, koje su rangirane (podložno svim obvezama nametnutim bilo kojim mjerodavnim zakonom (također podložno instrumentima sanacije u skladu s talijanskim pravom)) pari passu sa svim ostalim neosiguranim sadašnjim i budućim obvezama Izdavatelja (osim obveza koje su s vremena na

vrijeme rangirane ispod nadređenih obveznica (uključujući nepovlaštene nadređene obveznice i sve daljnje obveze kojima zakon dopušta da budu rangirane ispod nadređenih obveznica nakon Datuma izdanja), ako ih ima, a u slučaju nadređenih obveznica, međusobno pari passu i razmjerno bez ikakvih preferencija među istima.

Gdje će se trgovati vrijednosnim papirima?

Uvrštenje za trgovanje: Nije podnesen zahtjev za uvrštenje za trgovanje Vrijednosnim papirima na uređenom tržištu.

Koji su ključni rizici specifični za vrijednosne papire?

Kreditni rizik Izdavatelja i rizici u vezi sa sanacijskim mjerama u odnosu na Izdavatelja: Vrijednosni papiri predstavljaju neosigurane obveze Izdavatelja prema Imateljima vrijednosnih papira. Stoga se svaka osoba koja kupuje Vrijednosne papire oslanja na kreditnu sposobnost Izdavatelja i nema, u odnosu na svoj položaj vezanim uz Vrijednosne papire, nikakva prava niti potraživanja prema bilo kojoj drugoj osobi. Imatelji vrijednosnih papira izloženi su riziku djelomičnog ili potpunog propusta Izdavatelja da ispuni obveze koje je Izdavatelj dužan u cijelosti ili djelomično izvršiti temeljem Vrijednosnih papira, na primjer, u slučaju nesolventnosti Izdavatelja. Što je kreditna sposobnost Izdavatelja lošija, to je veći rizik gubitka. U slučaju ostvarivanja kreditnog rizika Izdavatelja, Imatelj vrijednosnih papira može pretrpjeti potpuni gubitak svog kapitala, čak i ako Vrijednosni papiri predviđaju Minimalni iznos po dospeljeću. Štoviše, Imatelji vrijednosnih papira mogu postati podložni mjerama sanacije u odnosu na Izdavatelja ako Izdavatelj propada ili je vjerojatno da će propasti. Obveze Izdavatelja temeljem Vrijednosnih papira nisu osigurane, ni zajamčene od trećih strana niti zaštićene bilo kakvim programom zaštite depozita ili shemama kompenzacije.

Rizici povezani s čimbenicima koji utječu na tržišnu vrijednost: Tržišna vrijednost Vrijednosnih papira, kao i iznosi raspodjeljivi temeljem Vrijednosnih papira prvenstveno ovise o cijeni Temeljnih instrumenata. Međutim, na tržišnu vrijednost Vrijednosnih papira utjecat će brojni dodatni čimbenici. To su, između ostalog, kreditna sposobnost Izdavatelja, relevantne prevladavajuće kamatne stope i stope prinosa, tržište sličnih vrijednosnih papira, opći ekonomski, politički i ciklični uvjeti, mogućnost trgovanja i, ako je primjenjivo, preostali rok Vrijednosnih papira, kao i dodatni čimbenici vezani uz Temeljni instrument koji utječu na tržišnu vrijednost.

Rizici povezani s iznosom otkupa: Vrijednosni papiri će se otkupiti na dan njihova dospeljeća po iznosu otkupa. Iznos otkupa može biti manji od kupovne cijene. To znači da Imatelj vrijednosnog papira ostvaruje povrat samo ako Iznos otkupa premaši pojedinačnu kupovnu cijenu od Imatelja vrijednosnog papira.

Rizici koji proizlaze iz neimanja stalnih isplata: Svaki Dodatni uvjetni iznos (m) bit će plativ samo ako se Došadaj plaćanja dodatnog uvjetnog iznosa (m) dogodi u odnosu na Datum promatranja (m). Ako se ne dogodi Došadaj plaćanja dodatnog uvjetnog iznosa (m), Imatelj vrijednosnog papira nema pravo primiti odgovarajući Dodatni uvjetni iznos (m). Postoji rizik da u slučaju nepovoljnog učinka Temeljnog instrumenta, neće doći do plaćanja bilo kojeg Dodatnog uvjetnog iznosa (m).

Rizici povezani s regulativom referentnih vrijednosti: Vrijednosni papiri upućuju na Referentnu vrijednost ("Referentna vrijednost") u smislu Uredbe (EU) 2016/1011 ("Uredba o referentnim vrijednostima"), pa stoga postoji rizik da se Referentna vrijednost ne može koristiti kao referentna vrijednost Vrijednosnih papira u određenom trenutku. U tom slučaju Vrijednosni papiri bi mogli biti delistani, korigirani, konvertirani ili na drugi način zahvaćeni. Sve promjene Referentne vrijednosti kao rezultat Uredbe o referentnim vrijednostima mogle bi imati značajan negativan učinak na troškove refinanciranja Referentne vrijednosti ili na troškove i rizike administriranja ili sudjelovanja na drugi način u postavljanju Referentne vrijednosti i usklađivanja s Uredbom o referentnim vrijednostima. Potencijalni ulagači trebaju biti svjesni da se suočavaju s rizikom da bi bilo koja promjena relevantne Referentne vrijednosti mogla imati značajan negativan učinak na vrijednost i plativi iznos po Vrijednosnim papirima.

Rizici povezani s indeksima: Učinak Vrijednosnih papira povezanih s indeksima ovisi o učinku odgovarajućeg indeksa. Promjene u cijeni komponenti indeksa i promjene u sastavu indeksa ili drugi čimbenici mogu negativno utjecati na učinak indeksa.

Rizici povezani s potencijalnim sukobom interesa: Može doći do sukoba interesa u odnosu na relevantnog Izdavatelja ili osoba kojima je ponuda povjerena, a što može rezultirati donošenjem odluke na štetu Imatelja vrijednosnog papira.

Rizik likvidnosti: Postoji rizik da Vrijednosni papiri možda neće biti široko distribuirani te da ne postoji i da se neće razviti aktivno tržište Vrijednosnim papirima. Izdavatelj može, ali nije obavezan, kupovati Vrijednosne papire u bilo koje vrijeme i po bilo kojoj cijeni na otvorenom tržištu, putem natječajne ponude ili privatnog ugovora. Bilo koji Vrijednosni papiri koje je Izdavatelj kupio na ovaj način mogu se zadržati, preprodati ili poništiti. Otkup Vrijednosnih papira od strane Izdavatelja može negativno utjecati na likvidnost Vrijednosnih papira. Izdavatelj stoga ne može jamčiti da će Imatelj vrijednosnih papira moći prodati svoje Vrijednosne papire po adekvatnoj cijeni prije njihovog otkupa.

Odjeljak 4 – Ključne informacije o javnoj ponudi vrijednosnih papira i/ili uvrštenju za trgovanje na uređenom tržištu

Pod kojim uvjetima i prema kojem rasporedu mogu uložiti u ovaj vrijednosni papir?

Država izdanja:	Hrvatska		
Cijena izdanja:	USD 1.000 po Vrijednosnom papiru	Razdoblja upisa (općenito):	Od 21.10.2024 do 25.10.2024
Datum izdanja:	30.10.2024	Potencijalni Ulažatelji:	Kvalificirani ulagači, mali ulagači i/ili institucionalni ulagači
Najmanja prenosiva jedinica:	1 Vrijednosni papir	Najmanja jedinica trgovanja:	1 Vrijednosni papir

Vrijednosni papiri se nude tijekom Razdoblja upisa. Izdavatelj može u bilo kojem trenutku i bez obrazloženja prekinuti javnu ponudu.

Troškovi koje će naplatiti Izdavatelj: Početni troškovi specifični za proizvod sadržani u Cijeni izdanja iznose USD 61,38.

Zašto se ovaj prospekt izrađuje?

Upotreba primitaka: Neto primitci od svakog izdanja Vrijednosnih papira Izdavatelj će upotrijebiti za svoje opće korporativne svrhe odnosno za ostvarivanje dobiti i/ili zaštitu određenih rizika.

Pokroviteljstvo (underwriting): Ova ponuda nije podložna ugovoru o pokroviteljstvu (*underwriting agreement*).

Najbitniji sukobi interesa u odnosu na ponudu: UniCredit Bank GmbH je Agent za izračun za Vrijednosne papire; UniCredit S.p.A. je Glavni agent za plaćanje Vrijednosne papire; UniCredit Bank GmbH je aranžer za Vrijednosne papire.