Report of the Board of Directors
Ordinary part - Item 2 on the agenda

Remuneration:

f) Approval of the 2026-2029 LECOIP Long-term Incentive Plan reserved for the Professionals of the Intesa Sanpaolo Group.

Distinguished Shareholders,

you have been invited to attend this Ordinary Shareholders' Meeting to discuss and resolve on the approval of the Long-Term Incentive Plan called “LECOIP 2026-2029” based on financial instruments (“**LECOIP 2026-2029**” or the “**Plan**”). The Plan is reserved for all employees of companies belonging to the Intesa Sanpaolo Group within the Italy scope qualified as Professionals, none of whom are identified as Group Risk Takers. The recipients of the Plan do not include the members of the Management, including the Managing Director and CEO, the remaining Group Top Risk Takers and the other Group Risk Takers within the Italian and foreign scope, who are recipients of the Performance Share Plan 2026-2029 (“**PSP 2026-2029**”) long-term incentive plan.

The LECOIP 2026-2029 is a retention plan which, in continuity with the principles of inclusiveness and cohesion that inspired the Bank in the launch of the previous editions of the plan in 2014, 2018 and 2022, has the aim of:

- motivating and retaining Employees;
- enhancing the alignment with the long-term objectives of the 2026-2029 Business Plan;
- enabling the sharing of the value created over time, at every level of the organization, thanks to the achievement of the above-mentioned objectives;
- strengthening the sense of identification (ownership) and the spirit of belonging to the Intesa Sanpaolo Group;
- enhancing a sustainable performance over time (i.e. ESG).

Unless otherwise defined in this report, terms that begin with a capital letter have the same meaning ascribed to them in the Information Document attached hereto as Annex 1.

Key Features of the LECOIP 2026-2029 Plan		
Topic	**Scope**	**Details**
Beneficiaries	Professionals in the Italian perimeter of the ISP Group (approximately 64,000 employees – none of whom is identified as a Group Risk Taker).	Paragraph 1
Financial instrument	LECOIP 2026-2029 Certificates issued by a leading financial arranger.	Paragraph 2.3
Participation procedure	Each Professional will receive an advance payment of the Broad-based Short-Term Plan (“**PVR**”)– productivity bonus negotiated with the trade unions – for 2026: in cash or, in order to take part in the LECOIP 2026-2029 – in shares (so-called Free Shares). If payment of the PVR	Paragraph 2

Key Features of the LECOIP 2026-2029 Plan		
Topic	**Scope**	**Details**
	Advance in Shares is chosen, the latter must be conferred in the Plan in order to subscribe the LECOIP 2026-2029 Certificates, pursuant to which: i. a capital protected from share price volatility is paid and this is greater than the initially assigned capital ("**Initially Allocated Capital**"). The Initially Allocated Capital is composed of Free Shares and of an additional amount of Matching Shares for participation in the Plan; ii. appreciation is calculated on a larger shares base (also the "Discounted Shares", in addition to the Protected Capital, which are **5 times** the Protected Capital). *During the implementation of the Plan, taking into account the potential impact of market conditions on the cost of the Plan, a possible pro-rata reduction of the beneficiaries' participation rate in the appreciation will be evaluated which, in any case, cannot be lower than 75%.* The Group also assigns to the employee a quantum of Sell to Cover Shares in order to cover the tax obligations arising from the allocation of Free and Matching Shares and the enjoyment of the discount on Discounted Shares.	
Amount of Initially Allocated Capital	• Differentiated by title[1] and professional family (i.e. Investment Banking, Asset Management, Governance Functions, etc.) or professional figure • Negotiated with the Trade Unions.	Paragraph 2.4

[1]ISP assigns Professionals a title according to certain criteria (i.e. autonomy, complexity but also skills, impact and exposure) in order to ensure more granular enhancement of the level of professional contribution provided in their operations and progressive specialisation of skills.

<table>
<tr><th colspan="3">Key Features of the LECOIP 2026-2029 Plan</th></tr>
<tr><th>Topic</th><th>Scope</th><th>Details</th></tr>
<tr><td>Trigger Event

2026 - 2029</td><td>i. CET 1 Trigger Event: the Matching Shares are subject to, in each year of the plan, meeting the CET1 ≥ Hard Limit set by the Group RAF condition.
ii. ESG Trigger Event: if the Group reaches the target level of the ESG composite KPI defined in the 2026-2029 Business Plan, a minimum appreciation of 10% calculated as a fixed percentage of the Initially Allocated Capital is paid.
Said KPI is composed of three sub-KPIs:
<table>
<tr><th>Factors</th><th>Weight</th></tr>
<tr><td>Upskilled/reskilled staff</td><td>40%</td></tr>
<tr><td>Young people enrolled in dedicated development programmes</td><td>40%</td></tr>
<tr><td>Sustainable Lending (flow of new sustainable lending disbursed in the four-year period/total flow of new medium-long-term lending disbursed in the four-year period)</td><td>20%</td></tr>
</table></td><td>Paragraph 3</td></tr>
<tr><td>Share price appreciation model</td><td><u>Asian-floored mechanism on Jet option</u>: the appreciation deriving from monthly observations is calculated as the difference between the price at the time of observation and that at the time of assignment (any negative differences are not taken into consideration, so they do not determine a decrease in the overall net value accrued until that time).

The option increases in value more than proportionally for moderate increases with respect to the initial assignment price and to a lesser extent for higher increases.</td><td>Paragraph 2</td></tr>
<tr><td>Vesting Period</td><td colspan="2">In line with the 2026-2029 Business Plan.</td></tr>
<tr><td>Individual access conditions</td><td>In the presence of disciplinary measures involving suspension from service and pay for a period of at least 1 day, the rights deriving from the 2026-2029 Certificate shall be reduced or cancelled, depending on the severity of the violation or its recurrence.</td><td>Paragraph 5</td></tr>
<tr><td>Payment Schedules</td><td>Generally, cash payout in 2030 or, if chosen by the employee, partly or entirely in shares.

For the residual cases, specific payment schedules are defined in consideration of the relevant provisions in the 2026 Remuneration and Incentive Policies. These schemes differ according to the cluster to which the recipient belongs to when the 2026-2029 Certificates fall due, as well as the amount of the total variable remuneration (exceeding or not the “particularly high” amount or the “materiality threshold” as will be defined in the 2029 Group Remuneration and Incentive Policies) and its</td><td>Paragraph 4</td></tr>
</table>

Key Features of the LECOIP 2026-2029 Plan		
Topic	**Scope**	**Details**
	incidence on the fixed remuneration.	
Clawback	As defined in the 2026 Remuneration and Incentive Policies.	Paragraph 5
Termination of the employment relationship	• Bad Leaver Cases: loss of any right connected with the Plan in the event of resignation, termination for cause or justified reason, mutual termination of the employment relationship (except for Good Leaver cases) and all cases not classified as Good Leaver; • Good leaver cases: payment of an amount calculated on a pro-rata basis at the end of the Plan in the event of termination of the employment relationship due to the fulfilment of direct pension requirements or through access to the Solidarity Fund; death or permanent disability or illness resulting in the termination of the employment relationship; mutual termination of the employment relationship if it results from the elimination of the position; or transfer of the business line or of the subsidiary to third parties, with it being understood that, in this case, the Bank reserves the right to grant 100% of the rights deriving from the 2026-2029 Certificates to Employees if the Bank retains even a minority stake.	Paragraph 6
Extraordinary Events	Early pro-rata payment: in the event of a change of control[2].	Paragraph 6
Provision of Shares serving the Plan	Share capital increase, pursuant to Article 2349, paragraph 1 of the Italian Civil Code, with the free issue of a maximum of 76 million Intesa Sanpaolo ordinary shares. Share capital increase (inclusive of share premium and net of a discount) pursuant to Article 2441, paragraph 8 of the Italian Civil Code, for a maximum amount of 720 million euro, with the issuance of a maximum of 170 million discounted Intesa Sanpaolo ordinary shares, excluding option rights reserved for Group employees.	Paragraph 2.2
Impact on CET1	+ 720 million euro, equal to +23 b.p. at consolidated level, based on the data as of 31/12/2025 (Discounted Shares will be issued on the basis of a share capital increase incorporating a discount on market price).	Paragraph 2.2
Dilution	approx. 1.39% of the share capital.	
Cost	520 million euro for the Plan Period.	

The LECOIP 2026-2029 was drafted in compliance with the provisions of Article 114-bis of Legislative Decree No. 58 of 24 February 1998, and in accordance with the provisions set forth by CONSOB with reference to incentive plans based on financial instruments assigned to corporate officers, employees

[2] Advance payment (at the time of the change of control) with "allowance" i.e. the amount paid pro-rata can never be less than the value of the Free Shares at the assignment.

and collaborators. In line with the applicable provisions, the information document was drawn up pursuant to Article 84-bis of CONSOB Regulation no. 11971/99, as subsequently amended and supplemented, made available to the public within the legal time frames and appended to this report as **Annex 1**, which should be consulted for a detailed description of the terms and conditions of the LECOIP 2026-2029 illustrated in this report (the "**Information Document**").

Lastly, the LECOIP 2026-2029 is aligned with the Remuneration and Incentive Policies, the current provisions issued by the Bank of Italy on remuneration and incentive policies and practices, the guidelines contained in Directive 2013/36/EU (Capital Requirements Directive or CRD) and the guidelines issued by the EBA (European Banking Authority).

LECOIP 2026-2029

The LECOIP 2026-2029 is a retention plan, which grants the recipient Employees the chance of subscribing LECOIP 2026-2029 Certificates (the "**2026-2029 Certificates**"), a multi-annual financial instrument issued by a third-party counterparty, based on (Jet Asian floored[3]) call options, with underlying Shares, with a duration in line with the 2026-2029 Business Plan.

1. Beneficiaries

The LECOIP 2026-2029 is reserved for Employees of Intesa Sanpaolo and of the Italian Group Companies belonging to the Professional segment (approximately 64,000 people), who are not beneficiaries of the PSP 2026-2029.

Specifically, the cluster of Professionals includes all Employees who do not have managerial responsibilities – i.e. those who are identified, based on the classification of the National Collective Bargaining Agreement applied by the Bank, as "Aree Professionali" and "Quadri Direttivi" – and are not identified as Managers.

It is worth noting that, among LECOIP 2026-2029 recipient Employees, nobody is identified as a Group Risk Taker, or as a Group Top Risk Taker according to the criteria established in the CRD and in the EU Delegated Regulation No. 923/2021, and those set in the Remuneration and Incentive Policies, in compliance with the aforementioned regulations.

2. Participation procedure

2.1. Adherence to the Plan

Participation in the LECOIP 2026-2029 represents a voluntary and individual choice of the Employees to invest part of their Broad-based Short-Term Plan (**PVR**)[4]– i.e. the productivity bonus established within the Intesa Sanpaolo Group Second-Level Collective Bargaining Agreement and negotiated with the Trade Unions – into a long-term remuneration instrument, with the intention of participating in the achievement of the 2026-2029 Business Plan objectives and the potential value creation that the Bank will deliver in the coming years.

In particular, in 2026 each Employee will have the right to an advance payment of the PVR for the year 2026 (**PVR Advance**), choosing to receive it either in cash or, in order to adhere to the Plan, in Shares (the latter will in fact be compulsorily contributed to the LECOIP 2026-2029).

The granting of the PVR Advance is subject to:

a) verification of the Gateway Conditions, in line with the 2026 Group Remuneration and Incentive Policies;

b) the absence of so-called individual compliance breaches, in line with the 2026 Remuneration and Incentive Policies;

c) achievement of the productivity KPI set in compliance with the regulations applicable to productivity bonuses.

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[3] Pursuant to the 'Jet' mechanism, the option increases in value more than proportionally for moderate increases of the price of the Underlying Shares and to a lesser extent for higher increases. This mechanism is combined with the Asian-floored mechanism, whereby the value of the option is calculated based on monthly assessments of the difference between the price of the Share at assignment and that on the date of the assessment, with it being understood that, if the price on assessment is lower than that at assignment, the negative difference shall not be taken into account, so as to not determine a decrease in value. The financial mechanism of the 2026-2029 Certificate reflects the Plan's underlying logic of progressive "accumulation" of any value created, as well as tending to be more advantageous than what is used in most of the widespread share ownership plans reserved for employees and indeed, as such, it has traditionally enjoyed wide participation in the Plan by Professionals.

[4] It should be noted that, in this document, all references to the PVR should also be understood as referring to the Additional Variable Premium (PAV) applicable to the Professionals of the companies within the Italian scope of the Group operating in the insurance sector.

a) Gateway Conditions

The Gateway Conditions are verified:

- before the PVR Advance is paid, based on the data for the quarter preceding its payment;
- in 2027, when the 2026 PVR will accrue, based on the data as at 31 December 2026.

In particular, the following Gateway Conditions are verified:

Group-level conditions	Requirement compared to the Group RAF	*Minimum regulatory requirements – less stringent than the Group RAF's "Hard Limits" not disclosed to the market – presented for reference purposes only*[5]
(i) CET 1	**≥ "Hard Limits" set in the Group RAF**	*CET 1 ≥ **9.97%** (SREP)*
(ii) Leverage Ratio		*Leverage Ratio ≥ **3%** (CRR)*
(iii) MREL		*MREL ≥ **25.5%** (SRB MREL JD Letter 2025)*[6]
(iv) NSFR		*NSFR ≥ **100%** (SREP)*
(v) Positive Gross Income[7]		

The following additional Gateway Conditions are also verified (in 2026, before payment of the PVR Advance, and in 2027 to confirm the award):

(vi) assessment of the ICAAP results at Group level;

(vii) assessment of the absence of distribution recommendations by the Competent Authorities and European Supervisory Authorities.

If the PVR Advance is chosen in Shares, given the absence of impacts on the liquidity of the Group, in 2027 neither the Gateway Condition linked to the "NSFR" level nor that inherent in the Positive Gross Income will be applied (without prejudice to the application of the remaining Gateway Conditions).

b) *Compliance Breach*

The PVR Advance is also subject to verification of the absence of individual compliance breaches provided for in the 2026 Remuneration and Incentive Policies, i.e. absence of disciplinary measures involving as a minimum suspension from service and pay for a period equal to or greater than one day, including as a result of serious findings received from the Bank's control functions.

c) Productivity KPIs

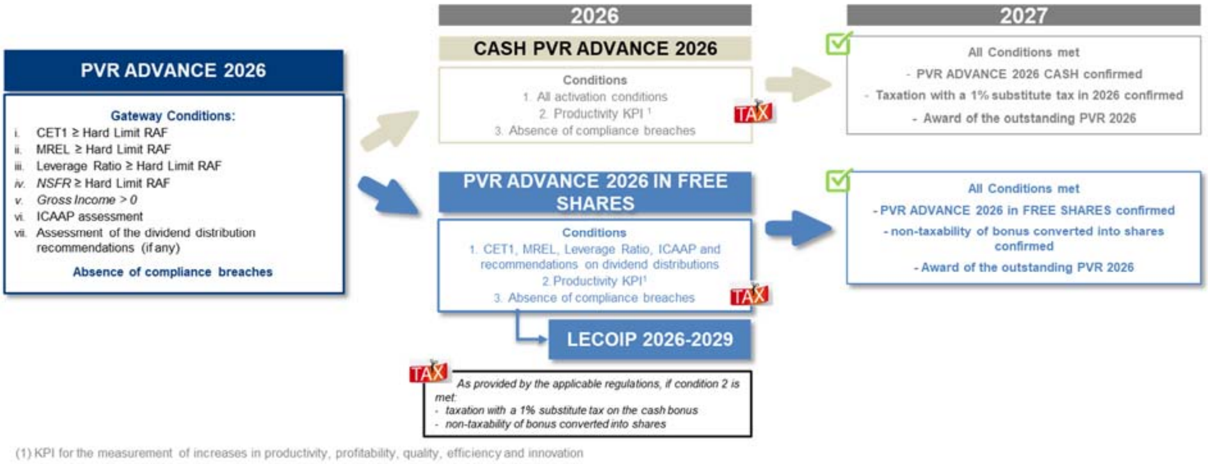
In compliance with the regulations applicable to productivity bonuses, the PVR Advance is subject to the achievement of the productivity KPI[8]. Verification of this condition shall take place both in 2026, before the awarding of the PVR Advance, and in 2027.

[5] The limits shown in the Table are those forecast for 2026, which are currently deemed stable.
[6] The 2026 regulatory requirement is expected in the second quarter of 2026 as part of the Final SRB MREL Joint Decision Letter 2026.
[7] Gross Income is measured net of: profits from the buyback of Bank's own liabilities, the fair value of the Bank's liabilities and income components arising from accounting policies following changes to the internal model on core deposits.
[8] Indicator measuring increases in productivity, profitability, quality, efficiency and innovation in line with art. 1, paragraphs 182-190, of Law 208/2015, as subsequently amended and supplemented, and the Interministerial Decree of 25 March 2016.

Impacts of failure to meet conditions

Failure to meet the aforementioned conditions (Gateway Conditions, compliance breaches and productivity KPI) will entail the obligation of repayment of the PVR Advance[9].

Chart 1 – Diagram of the verification of the conditions applicable to the PVR Advance.



2.2. LECOIP 2026-2029 operating mechanism

By adhering to the LECOIP 2026-2029, the Employee:

(i) will receive Shares for a value corresponding to the PVR Advance ("**Free Shares**");

(ii) will receive further shares (the "**Matching Shares**"), which, together with the Free Shares, will constitute the "**Initially Allocated Capital**". The Initially Allocated Capital will result from a capital increase without payment through the allocation of profits to employees;

(iii) will subscribe newly issued shares equal to 5 times the Initially Allocated Capital, in the context of a capital increase against payment reserved for employees, with the issue price of the Shares including a discount with respect to the market value of the share ("**Discounted Shares**"). Together with the Free Shares and Matching Shares, the Discounted Shares constitute the "**Underlying Shares**";

(iv) will receive newly issued shares ("**Sell to cover**")[10] for the immediate sale to cover tax obligations arising from the granting of Free and Matching Shares and from the benefit deriving from the discount in the subscription of Discounted Shares;

(v) will sign a forward sale agreement of the Underlying Shares with the Counterparty (the "**Forward Sale Agreement**") on the basis of which (i) the Counterparty shall immediately pay (spot) the sale price ("**Price**"[11]) to the Employee and (ii) the Employee will agree to deliver the Underlying Shares to the Counterparty upon the expiry of the Forward Sale Agreement;

(vi) will use the proceeds of the Forward Sale to subscribe the Discounted Shares and for the purchase of the 2026-2029 Certificates issued by the Counterparty. The expiry date of the Forward Sale Agreement (which will take place approximately 44 months after stipulation) will coincide with the expiration of the 2026-2029 Certificates;

(vii) upon expiry of the 2026-2029 Certificates, the Employee: (a) will receive the accrued value of

[9] The methods of repaying the PVR Advance are governed by the rules applicable to the 2026 PVR negotiated with the Trade Unions.
[10] Based on the same free capital increase referred to in point (i).
[11] The price of the Forward Sale is equivalent to the current market value of the Underlying Shares and is equal to the value needed to subscribe the Discounted Shares and the 2026-2029 Certificate.

his or her 2026-2029 Certificate; (b) will transfer the Underlying Shares to the Counterparty in accordance with the terms and conditions provided for in the Forward Sale Agreement.

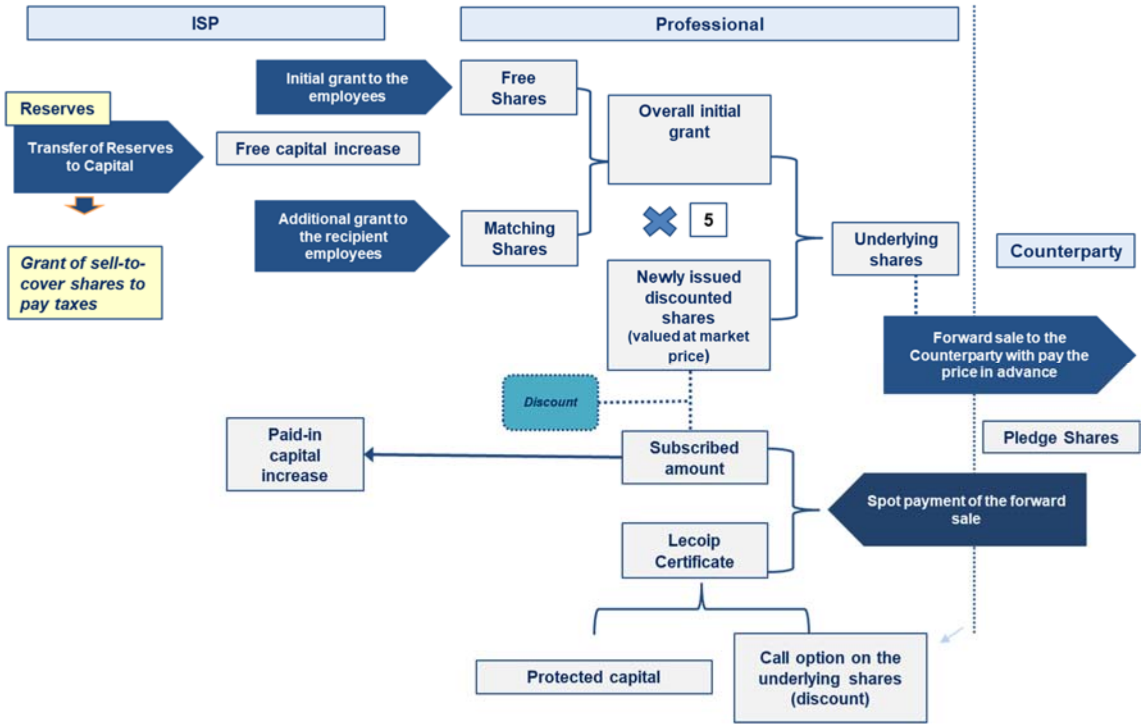
It should also be noted that, for the entire duration of the Forward Sale Agreement:

(i) Underlying Shares will remain bound by a Pledge agreement with right of use granted to the Counterparty and covering the Underlying Shares;

(ii) the Employee will not accrue or receive dividends or other income in relation to the Underlying Shares, or be able to vote in the shareholders' meeting. In the event of the exercising of the right of use pursuant to the Pledge, the Counterparty will have full ownership of the Shares and, consequently, all the dividend and voting rights deriving therefrom.

The financial structure described above is shown in the following chart.

Chart 2 – LECOIP 2026-2029 financial structure



For administrative convenience, each Employee's participation in the Plan shall take place through the Fiduciary, who, under a mandate received from the former, shall act on his or her behalf in dealings with the Counterparty.

It should be noted that: (i) the Free Shares and Matching Shares will be issued against a free share capital increase dedicated to the Plan, by means of which earnings will be converted into capital and new shares consequently issued pursuant to Article 2349, paragraph 1, of the Italian Civil Code and (ii) the Discounted Shares will be issued against a paid-in capital increase, the issue price of which will include a discount with respect to the market value of the Shares, pursuant to Article 2441, paragraph 8, of the Italian Civil Code.

Please note that the LECOIP 2026-2029 will not determine any reduction of the CET1 of Intesa Sanpaolo as no buy-back component is provided for and all the Underlying Shares will result from the said capital increases.

In connection to this, it is worth mentioning that, while the capital increase implemented for the Free Share will be neutral in respect of the CET1 level of the Bank, the Discounted Shares will be issued within the context of a paid-in capital increase, with a consequent positive impact on Intesa Sanpaolo's CET1.

2.3. The Financial Instrument

The 2026-2029 Certificate incorporates the right to receive, upon the expiry of the 2026-2029 Business Plan:

- a cash amount equal to the original market value of the Initially Allocated Capital, upon verification of the conditions to which payment of the 2026-2029 Certificate is subject, as referred to in paragraphs 3, 4 and 5;
- the appreciation, if any, calculated on the overall Underlying Shares with respect to their original market value according to a Jet Asian-floored payout model;
- a minimum return of 10% of the Initially Allocated Capital, if 100% of the ESG composite target is achieved at the end of the Plan.

During the implementation of the Plan, taking into account the potential impact of market conditions on the cost of the Plan, a possible pro-rata reduction of the Employees' participation rate in the appreciation will be evaluated, it being understood that, in any case, it may not be lower than 75%. The application of any such reduction will be reported in the 2027 Remuneration and Incentive Policies.

2.4. Initially Allocated Capital

The value of the Initially Allocated Capital (i.e. the sum of the value of Free and Matching Shares) is determined according to the principles of the Remuneration and Incentive Policies in terms of internal equity and external competitiveness of remuneration, based on the following criteria:

- Free Shares: the same amount for all Employees, as negotiated with the Trade Unions;
- Matching Shares: differentiated amount based on a combination of the following drivers:
    - title[12] according to the Intesa Sanpaolo model;
    - the business segment or professional family to which the Employee belongs (e.g. Investment Banking, Asset Management, Governance Functions, etc.) or the professional figure.

It should be noted that the Free Shares and Matching Shares are awarded to Employees exclusively upon their adhesion in the LECOIP 2026-2029 and solely for purposes instrumental to the completion of the 2026-2029 Certificate subscription process. In other words, Free Shares and Matching Shares may not be held or sold except as part of the Forward Sale (see point 2.2 of this report).

3. 2026-2029 Trigger Event

The LECOIP 2026-2029 includes two trigger events based on:

(i) failure to maintain the CET1 level with respect to the Hard Limit set by the RAF (the "**CET1 Trigger**"); and

(ii) failure to achieve the targets referred to in the composite ESG (*Environmental, Social and Governance*) objective (the "**ESG Trigger**" and, together with the CET1 Trigger, the "**Trigger Events**").

[12] ISP assigns Professionals a career title according to certain criteria (i.e. autonomy, complexity but also skills, impact and exposure) in order to ensure more granular enhancement of the level of professional contribution provided in their operations and progressive specialisation of skills.

3.1. CET1 Trigger

Based on the 2026-2029 Certificate, the number of granted Matching Shares is reduced according to the respect of the CET1 Trigger during the Plan Period.

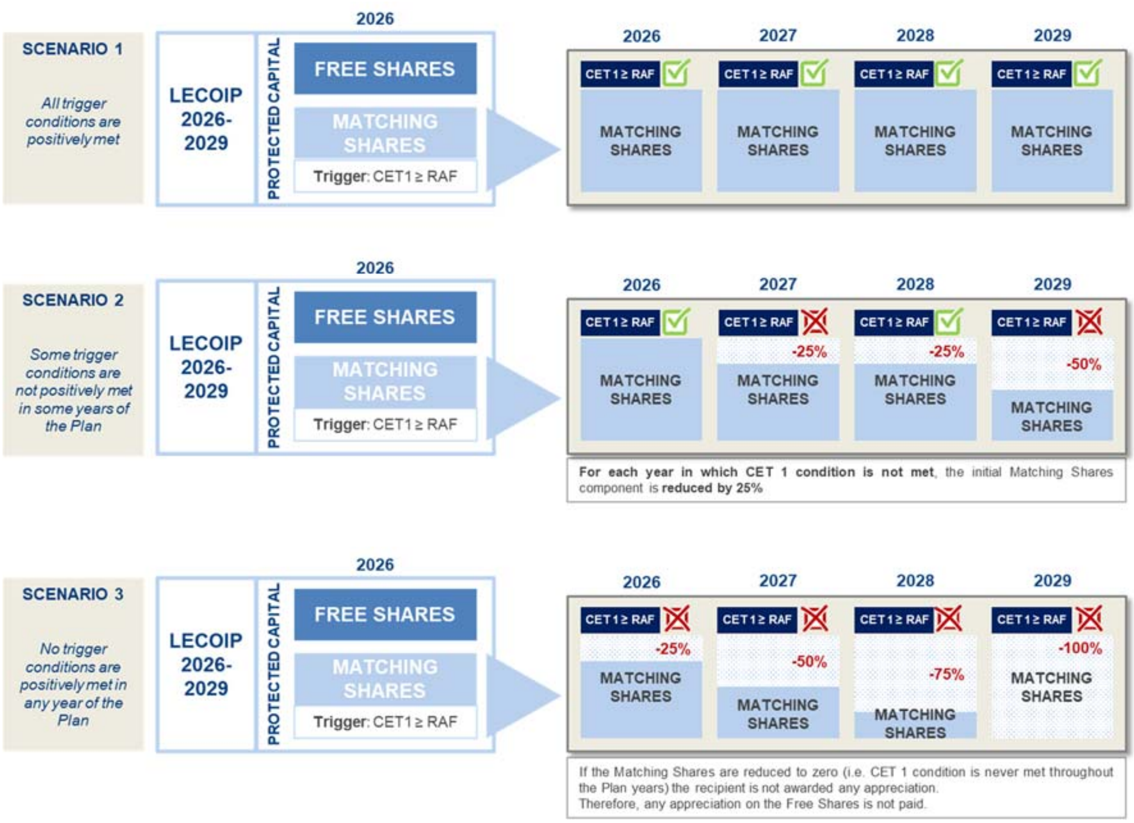
In particular, the occurrence of the CET1 Trigger, without prejudice to any subsequent developments in the legislation on capital adequacy, shall result in a 25% reduction in the granted Matching Shares. If the CET1 Trigger is not satisfied in all four years of the Plan Period, the Matching Shares will be reduced completely to zero.

Since participation in the Share appreciation depends on the number of Underlying Shares, a reduction in the number of Matching Shares following the occurrence of CET1 Trigger shall also mean a reduction of the participation in the appreciation of the Share, as the participation percentage shall be applied to a lower number of Underlying Shares.

Upon the occurrence of the CET1 Trigger, the corresponding value that would have been granted to the Employees pursuant to the 2026-2029 Certificate will be assigned by the same to Intesa Sanpaolo.

It is understood that, even if the CET1 Trigger occurs, in any case, the value of the Free Shares will be awarded to the Employees at the end of the Plan Period.

Chart 3: Free Shares are not subject to the CET1 Trigger



3.2. ESG Trigger

The ESG KPI is composed of three sub-KPIs, whose target level is defined in the 2026-2029 Business Plan (the "**ESG KPI**").

Chart 4: ESG KPI

	Weight (%)	**Threshold**	**Target**	**Overtarget**
Upskilled/reskilled staff	**40%**	**9,500** *(95% target)*	**10,000** *(level set by the Business Plan)*	**10,500** *(105% target)*
Young people enrolled in dedicated development programmes	**40%**	**7,600** *(95% target)*	**8,000** *(level set by the Business Plan)*	**8,400** *(105% target)*
Sustainable Lending *(flow of new sustainable lending disbursed in the four-year period/total flow of new medium-long-term lending disbursed in the four-year period)*	**20%**	**29%**	**30%** *(level set by the Business Plan)*	**31%**

The ESG KPI score is determined as the weighted sum of the level of achievement of each of the of three sub-KPI and is measured at the end of the Plan Period. Iin any case, the ESG score cannot exceed 100%.

The Group's achievement of 100% of the ESG KPI will entitle each Employee the right to a minimum return equal to 10% on the Protected Capital.

In application of the ESG Trigger, in the event of failure to achieve the ESG KPI, the Employee will not benefit from the minimum return equal to 10% of the Protected Capital. In this case, the minimum return that would have been granted to the Employee pursuant to the 2026-2029 Certificates will be paid to the Bank and intended for investments in ESG projects, aimed at contributing, including at a later stage, to the achievement of the related objectives.

4. Payment Schedules

Generally, the payment of the value of the 2026-2029 Certificate will take place at the end of the Plan Period, in cash and upfront, as the overall variable remuneration of the Professional cluster is, usually, significantly lower than the materiality threshold[13] and cannot exceed 100% of the fixed remuneration, with a few exceptions[14].

In the residual cases, the envisaged Payment Schedules will apply, in line with the 2026 Remuneration and Incentive Policies, differentiated according to both the amount of the overall variable remuneration (i.e. higher than or equal to/lower than the materiality threshold[15]) and its weight compared to the fixed

[13] As defined in the Remuneration and Incentive Policies in force at the accrual of the bonus.
[14] In particular, only a residual part of Professionals (approximately 2000) belong to high-profitability professional categories and, consequently, to business segments that may benefit from the raise of the cap on the ratio between variable and fixed remuneration to 2:1 and, whose variable remuneration, therefore, can exceed 100% of the fixed remuneration.
[15] As defined in the Remuneration and Incentive Policies in force at the accrual of the bonus.

remuneration (i.e. higher than or equal to/lower than 100% of the fixed remuneration). In the residual case in which an Employee is identified for the year 2029 as a Risk Taker or, hypothetically, as a Top Group or Legal Entity Risk Taker or accrues an overall variable remuneration of a "particularly high amount"[16], specific Payment Schemes will be applied, taking into account, in addition to the criteria indicated above, also the segment to which the Employee belongs.

If the value of the Certificate is subject to deferral, the accrual of the Deferred Portions will be subject to compliance with the Malus Conditions at Group level[17] provided for in the 2026 Remuneration and Incentive Policies.

It should be noted that Employees will have the right to request, in the way that will be communicated, the award of the value of the 2026-2029 Certificate wholly or partly in Shares.

The accrual and settlement schedules are represented here below (i.e. the Payment Schedules)[18].

<u>Professionals who accrue an overall variable remuneration exceeding the materiality threshold and/or 100% of the fixed remuneration</u>

1. <u>Schedule 1</u>: if the total variable remuneration **exceeds the materiality threshold and 100% of the fixed remuneration**, 60% of the payment will be up-front (of which 30% in cash and 30% in financial instruments) and 40% (of which 20% in cash and 20% in financial instruments) over a 3-year deferred time frame.

   The accrual and payment schedule is shown below:

ACCRUAL SCHEDULE	2030	2031	2032	2033
CASH (50%)	30%		7%	13%
ISP SHARES subject to a retention period (50%)	30%	13%	7%	

PAYMENT SCHEDULE	2030	2031	2032	2033
CASH (50%)	30%		7%	13%
ISP SHARES subject to a retention period (50%)		30%	13%	7%

2. <u>Schedule 2</u>: where the total variable remuneration is **equal to or lower than 100% of the fixed remuneration** but **exceeds the materiality threshold** or is **higher than 100% of the fixed remuneration** but **equal to or lower than the materiality threshold**, all of the payment will be in cash of which 60% up-front and 40% over a 2-year deferred time frame.

   The accrual and payment schedule is shown below:

ACCRUAL SCHEDULE	2030	2031	2032
CASH (100%)	60%	20%	20%

PAYMENT SCHEDULE	2030	2031	2032
CASH (100%)	60%	20%	20%

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[16] As defined in the Remuneration and Incentive Policies in force at the accrual of the bonus. For the three-year period 2025-2027, according to the 2026 Remuneration and Incentive Policies, it equals 400,000 euro. In the 2028 Remuneration and Incentive Policies, the reference value for the three-year period 2028-2030 will be indicated, in line with the applicable regulations.

[17] Not with reference to the individual subsidiaries to which the Employee belongs.

[18] With reference to the personnel of the "Investments" category of the Group's Asset Management Companies who are not Managers (i.e. not included among the PSP 2026-2029 beneficiaries) – eligible for the 4:1 cap –, it should be noted that specific accrual and settlement schedules will be defined in the resolutions on the LECOIP 2026-2029 adopted by the individual companies.

Employees identified as Risk Takers for 2029

3. Schedule 3: if the overall variable remuneration **exceeds the materiality threshold and 100% of the fixed remuneration**, 50% of the payment will be up-front (of which 25% in cash and 25% in ISP shares subject to retention period) and 50% (of which 25% in cash and 25% in ISP shares subject to retention period) over a 4-year deferred time frame.

   The accrual and payment schedule is shown below:

ACCRUAL SCHEDULE	2030	2031	2032	2033	2034
CASH (50%)	25%		6.25%	6.25%	12.5%
ISP SHARES subject to a retention period (50%)	25%	12.5%	6.25%	6.25%	

PAYMENT SCHEDULE	2030	2031	2032	2033	2034
CASH (50%)	25%		6.25%	6.25%	12.5%
ISP SHARES subject to a retention period (50%)		25%	12.5%	6.25%	6.25%

4. Schedule 4: if the overall variable remuneration **exceeds the materiality threshold but is equal to or lower than 100% of the fixed remuneration**, 60% of the payment will be up-front (of which 30% in cash and 30% in ISP shares subject to retention period) and 40% (of which 20% in cash and 20% in ISP shares subject to retention period) over a 4-year deferred time frame.

   The accrual and payment schedule is shown below:

ACCRUAL SCHEDULE	2030	2031	2032	2033	2034
CASH (50%)	30%		5%	5%	10%
ISP SHARES subject to a retention period (50%)	30%	10%	5%	5%	

PAYMENT SCHEDULE	2030	2031	2032	2033	2034
CASH (50%)	30%		5%	5%	10%
ISP SHARES subject to a retention period (50%)		30%	10%	5%	5%

Employees identified as Group Top Risk Takers for 2029 and all those who, regardless of the segment to which they belong, accrue total variable remuneration of a "particularly high" amount

5. Schedule 5: if the overall variable remuneration **exceeds the 100% of the fixed remuneration**, 40% of the payment will be up-front (of which 20% in cash and 20% in ISP shares subject to retention period) and 60% (of which 20% in cash and 40% in ISP shares subject to retention period) over a 5-year deferred time frame.

   The accrual and payment schedule is shown below:

ACCRUAL SCHEDULE	2030	2031	2032	2033	2034	2035
CASH (40%)	20%			4%	4%	12%
ISP SHARES subject to a retention period (60%)	20%	12%	12%	8%	8%	

PAYMENT SCHEDULE	2030	2031	2032	2033	2034	2035
CASH (40%)	20%			4%	4%	12%
ISP SHARES subject to a retention period (60%)		20%	12%	12%	8%	8%

6. Schedule 6: if the overall variable remuneration is **equal to or less than 100% of the fixed remuneration**, 40% of the payment will be up-front (of which 20% in cash and 20% in ISP shares subject to retention period) and 60% (of which 25% in cash and 35% in ISP shares subject to retention period) over a 5-year deferred time frame.

   The accrual and payment schedule is shown below:

ACCRUAL SCHEDULE	2030	2031	2032	2033	2034	2035
CASH (45%)	20%		4%	4%	5%	12%
ISP SHARES subject to a retention period (55%)	20%	12%	8%	8%	7%	

PAYMENT SCHEDULE	2030	2031	2032	2033	2034	2035
CASH (45%)	20%		4%	4%	5%	12%
ISP SHARES subject to a retention period (55%)		20%	12%	8%	8%	7%

<u>Employees identified as Legal Entity Top Risk Takers for 2029</u>

7. Schedule 7: if the overall variable remuneration **exceeds 100% of the fixed remuneration**, 50% of the payment will be up-front (of which 25% in cash and 25% in ISP shares subject to retention period) and 50% (of which 15% in cash and 35% in ISP shares subject to retention period) over a 5-year deferred time frame.

   The accrual and payment schedule is shown below:

ACCRUAL SCHEDULE	2030	2031	2032	2033	2034	2035
CASH (40%)	25%				5%	10%
ISP SHARES subject to retention period(60%)	25%	10%	10%	10%	5%	

PAYMENT SCHEDULE	2030	2031	2032	2033	2034	2035
CASH (40%)	25%				5%	10%
ISP SHARES subject to a retention period (60%)		25%	10%	10%	10%	5%

8. Schedule 8: if the overall variable remuneration is **equal to or less than 100% of the fixed remuneration**, 60% of the payment will be up-front (of which 30% in cash and 30% in ISP shares subject to retention period) and 40% (of which 15% in cash and 25% in ISP shares subject to retention period) over a 5-year deferred time frame.

   The accrual and payment schedule is shown below:

ACCRUAL SCHEDULE	2030	2031	2032	2033	2034	2035
CASH (45%)	30%			3%	4%	8%
ISP SHARES subject to a retention period (55%)	30%	8%	8%	5%	4%	

PAYMENT SCHEDULE	2030	2031	2032	2033	2034	2035
CASH (45%)	30%			3%	4%	8%
ISP SHARES subject to a retention period (55%)		30%	8%	8%	5%	4%

5. Compliance Breach and Clawback

The LECOIP 2026-2029 is subject to verification of the absence of compliance breaches on an individual level. In particular, if during the Plan Period the Employee is subject to:

- a disciplinary measure (including as a result of serious findings received from the Bank's control functions) involving suspension from service and pay for a period of at least 1 day and up to 4 days, the rights deriving from the 2026-2029 Certificate will be subject to a 25% reduction, it being understood that in the event of recidivism it will be subject to a 100% reduction;
- a disciplinary measure (including as a result of serious findings received from the Bank's control functions) involving suspension from service and pay for a period equal to or greater than 5 days, the Employee will lose any right deriving from the 2026-2029 Certificate.

In the event that the 2026-2029 Certificate Payout is subject to deferral (see Payment Schedules in point 4) and the disciplinary measure arises during the deferral period, the Deferred Portions not accrued will not be due.

It should also be noted that the Clawback mechanisms envisaged in the 2026 Remuneration and Incentive Policies are also applicable to the LECOIP 2026-2029.

6. LECOIP 2026-2029 in the event of termination of the employment relationship or extraordinary events

6.1 Termination of the employment relationship

Adherence to the LECOIP 2026-2029 is subject to the existence, on the start date of the Plan, of an employment relationship between the Employees and a company within the Group's Italian scope[19].

After adherence to the Plan, participation is subject to verification, for the whole duration of the Plan, of the existence of an employment relationship with Intesa Sanpaolo or a Group company.

Any rights deriving from the 2026-2029 Certificate, including the right to protection of the Initially Allocated Capital, shall be forfeited in the event of resignation, dismissal for cause or justified reason,

[19] In the event that the Employee, as a result of a promotion after joining the Plan, adheres to the 2026-2029 PSP plan in accordance with the applicable provisions, the same will retain the right to the recognition of the value of the 2026-2029 Certificate calculated on a pro-rata basis for the time spent in the Plan.

mutual termination of the employment relationship (except for the case described below)[20], as well as in all cases not qualified as good leaver cases (so-called bad leaver cases).

The value of the 2026-2029 Certificate, calculated on a pro-rata basis, will be paid in the event of: termination of the employment relationship due to the fulfilment of direct pension requirements or through access to the Solidarity Fund; death or permanent disability or illness of the Employee that results in the termination of the employment relationship; mutual termination of the Employee's employment relationship if it results from the elimination of the position; transfer of the business line or of the subsidiary in which the Employee works to third parties[21], with it being understood that, in this case, the Bank reserves the right to grant 100% of the rights deriving from the 2026-2029 Certificates to Employees if the Bank retains even a minority stake (so-called good leaver cases).

In all the above-mentioned cases, the rights that would have been granted to Employees pursuant to the 2026-2029 Certificates will be transferred to Intesa Sanpaolo.

6.2 Extraordinary Events

In the event of a change of control, early liquidation of the 2026-2029 Certificate is envisaged at the time of the event. The value will be determined on a pro-rata basis, in proportion to the Plan Period, it being understood that the paid amount cannot, in any case, be less than the value of the initial Free Shares.

7. Final considerations

In conclusion, the expected benefits of the LECOIP 2026-2029 for the Professionals are as follows:

1. intangible benefits
    a. cohesion and inclusiveness;
    b. increase of the sense of belonging (*ownership*);
    c. alignment to medium/long term time horizon;
    d. reinforcement of a *"shareholder" mindset;*
2. tangible benefits:
    a. offer of an instrument, the LECOIP 2026-2029, that fosters and protects Employees' savings;
    b. tax benefit for Employees, with respect to traditional forms of remuneration, as participation in the possible appreciation of the Underlying Shares of the 2026-2029 Certificate, with respect to their original market value, is subject to taxation as financial income;
    c. increased levels of staff retention, as it is expected that any job offers by competitor companies to the Bank's staff should include, besides standard elements (such as an increase in fixed remuneration), also a sign-on payment aimed at compensating the forfeiture of the LECOIP 2026-2029 or at least its "protected" component;
    d. efficient use of economic resources available to the Bank (the LECOIP 2026-2029 has a lower cost compared to traditional remuneration schemes, with an equal net benefit for the Employee);
    e. Costs of the Plan are distributed over a multi-year time horizon.

[20] In the event of an organisational change involving the cancellation of the structure to which the Employee belongs and consequent mutual termination of the employment relationship, the pro-rata payment of the sums accrued at the end of the Plan is envisaged.

[21] In this case, the pro-rata basis for payment purposes will be calculated on the effective date of the transaction.

Distinguished Shareholders, you are therefore invited to approve the Long-term Incentive Plan based on financial instruments called “LECOIP 2026-2029” reserved for Professionals within the Italian scope of the Group, in accordance with the terms described above, conferring to the Board of Directors, with the express power to subdelegate to the Managing Director and CEO and/or heads of the Bank functions responsible for the connected activities, the broadest necessary or appropriate powers for ensuring the complete and full implementation of the Plan.

13 March 2026

For the Board of Directors
The Chair – Gian Maria Gros-Pietro

This is an English translation of the original Italian document. In cases of conflicts between the English language document and the Italian document, the interpretation of the Italian language document prevails.

INFORMATION DOCUMENT

Pursuant to article 114-*bis*, of Legislative Decree no. 58 dated 24 February 1998, and article 84 of the Regulation adopted by CONSOB with resolution no. 11971 of 14 May 1999, as subsequently amended and supplemented

relating to

LONG-TERM INCENTIVE PLAN CALLED "LECOIP 2026-2029" FOR EMPLOYEES IDENTIFIED BELOW AS PROFESSIONAL

BASED ON FINANCIAL INSTRUMENTS

OF

INTESA SANPAOLO S.P.A.

13 March 2026

Introduction

This information document (the “**Information Document**”) is published pursuant to Article 114-*bis* of Legislative Decree No. 58 of 24 February 1998, as amended (the “**Consolidated Financial Law**”), and Article 84-*bis* of CONSOB Regulation no. 11971 of 14 May 1999, as amended (the “**Issuers’ Regulation**”), in order to provide the Bank’s shareholders and the market with information on the Long-Term Incentive Plan based on the assignment of financial instruments called “LECOIP 2026-2029”, reserved for employees of companies belonging to the ISP Group within the Italian perimeter, classified as Professionals.

This Information Document has been made available to the public at the registered office of Intesa Sanpaolo at Piazza San Carlo 156, Turin, as well as on the authorized storage system and on the website group.intesasanpaolo.com (section “**Governance**”/ “**Shareholders’ Meeting**”), in which there are further information.

The publication of the Information Document was communicated to the market.

The Ordinary Shareholders’ Meeting to resolve upon the approval of the Plan has been called for 30 April 2026 (on single call).

Definitions

"PVR Advance"	Indicates the advance payment of the PVR awarded to Professionals of the Intesa Sanpaolo Group.
"Ordinary Shareholders' Meeting"	Refers to the ordinary shareholders' meeting of Intesa Sanpaolo convened for 30 April 2026 (in a single call), called to resolve, *inter alia*, on the 2026-2029 Long-Term Incentive Plans called (i) PSP 2026-2029, reserved for the Management – including the Managing Director and CEO, the remaining Group Top Risk Takers and the other Group Risk Takers, of the Italian and foreign scope (as per item 2 e) on the agenda of the same shareholders' meeting) and (ii) LECOIP 2026-2029, reserved for Group Professionals (within the Italian scope) who are not recipients of the PSP 2026-2029 (as per item 2 f) on the agenda of the same shareholders' meeting).
"Extraordinary Shareholders' Meeting"	Refers to the extraordinary shareholders' meeting of Intesa Sanpaolo convened for 30 April 2026 (in a single call), called to resolve, *inter alia*, on the delegation of powers to the Board of Directors pursuant to Article 2443 of the Italian Civil Code: *(i)* to increase the share capital pursuant to Article 2349, paragraph 1, of the Italian Civil Code for the allocation of Shares to Managers, under the terms and conditions set out in the PSP 2026-2029 (as item 4 on the agenda of the same shareholders' meeting); *(ii)* to increase the share capital pursuant to Article 2349, paragraph 1, of the Italian Civil Code for the allocation of Free Shares and Matching Shares to Professionals, under the terms and conditions set out in the LECOIP 2026-2029 (as item 3 on the agenda of the same meeting); and *(iii)* to increase the share capital against payment, excluding the option rights in favour of Professionals pursuant to Article 2441, paragraph 8, of the Italian Civil Code, through the issue of shares at a discount with respect to the market price of the Shares (i.e. the Discounted Shares), to be used for the implementation of the LECOIP 2026-2029 (as item 3 on the agenda of the same meeting).
"Shares"	Refers to Intesa Sanpaolo ordinary shares traded on the Euronext Milan market organised and managed by Borsa Italiana S.p.A..
"Discounted Shares"	Means newly issued Shares which, under the Plan, are subscribed by Professionals against a capital increase reserved for employees pursuant to Article 2441, paragraph 8, of the Italian Civil Code, in which the issue price incorporates a discount with respect to the market value of the Shares, calculated as the average of the prices observed in the 30 days prior to the date of issue.

“Underlying Shares”	Indicates Free Shares, Matching Shares and Discounted Shares, as financial assets underlying the Forward Sale.
"Initially Allocated Capital” or **“Protected Capital"**	Indicates the amount equivalent, for each Professional, to the sum of the value of the Free Shares and the Matching Shares.
“2026-2029 Certificates”	Indicates the Certificates issued by the Counterparty, reflecting the terms of certain options with underlying Shares, granted under LECOIP 2026-2029 to Professionals who have not opted to receive a cash PVR Advance.
“Clawback”	Refers to the mechanism whereby Intesa Sanpaolo reserves the right to request that Employees return bonuses already paid upon the occurrence of certain conditions expressly provided for in the 2026 Remuneration and Incentive Policies.
“Italian Civil Code”	Refers to the Italian Civil Code, approved by Royal Decree No. 262 of 16 March 1942, as amended from time to time.
“Remuneration Committee”	Refers to the committee established within the Board of Directors of Intesa Sanpaolo, which performs advisory and propositional functions in relation to the remuneration and incentive system pursuant to, *inter alia*, the Supervisory Provisions.
“Board of Directors”	Refers to the Board of Directors of Intesa Sanpaolo, *pro tempore* in office.
“Gateway Conditions”	Refers to the prudential requirements set out in the Remuneration and Incentive Policies, which must be complied with during the Plan Period.
“Malus Conditions”	Refers to the ex-post risk correction mechanisms that operate during the accrual period and may result in the reduction or elimination of Deferred Portions.
“Counterparty”	Indicates, depending on the context, JPMorgan Chase Bank, N.A. or J.P. Morgan SE or another company of the JPMorgan Chase Group.
“CRD”	Refers to Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013, as subsequently amended and supplemented.
“Fiduciary”	Means Società Italiana di Revisione e Fiduciaria S.I.RE.F. S.p.A., with registered office at via dell'Unione 1, 20122 Milan, Company Register of Milan. VAT no. and Tax Code no. 01840310150, which, based on a mandate received from the Employee, will act on its own behalf and on behalf of the latter in dealings with the Counterparty.

“Free Shares”	Indicates the newly-issued Shares, allocated to Professionals under the Plan, against a free capital increase pursuant to Article 2349, paragraph 1 of the Italian Civil Code.
“Intesa Sanpaolo Group” or **“Group”**	Collectively refers to Intesa Sanpaolo and its subsidiaries included in the scope of consolidation as per the Bank's latest annual consolidated financial statements.
“Intesa Sanpaolo”, **“ISP”** or the **“Bank”**	Refers to Intesa Sanpaolo S.p.A., with registered office in Piazza San Carlo, 156, Turin, Company Register of Turin, VAT Reg. no. and Tax ID 00799960158, Parent Company of the Intesa Sanpaolo Group.
“LECOIP 2026-2029” or **“Plan”**	Indicates the long-term incentive plan called ‘LECOIP 2026-2029’ reserved for Professionals within the Group’s Italian scope, who are not recipients of the PSP 2026-2029, the terms and conditions of which are described in this Information Document.
“Matching Shares”	Indicates the newly issued Shares, allocated to Professionals, against a free capital increase pursuant to Article 2349, paragraph 1 of the Italian Civil Code and for an amount that differs according to the title, as well as the business segment or professional family to which the Employee belongs or the professional figure.
“Manager” or **“Management”**	Refers to managers in the Italian and foreign scope to whom the PSP 2026-2029 applies, including the Managing Director and CEO, the other Top Risk Takers and the remaining Group Risk Takers (including those who do not hold managerial positions)
“Payout”	Indicates the payment amount of the 2026-2029 Certificate, as defined in the relevant prospectus.
“Pledge”	Indicates the pledge agreement with right of use entered into by each Professional adhering to the LECOIP 2026-2029 in favour of the Counterparty and concerning the Underlying Shares.
“Plan Period”	Indicates the time frame in which the Plan is developed, equal to 44 months from the date of signature of the 2026-2029 Certificates.
“Broad-based Short-Term Plan” or “PVR” (Premio Variabile di Risultato)	Indicates the productivity bonus for 2026 established within the framework of the Intesa Sanpaolo Group Second-Level Collective Agreement and negotiated with Trade Unions.
“PSP 2026-2029”	Indicates the long-term incentive plan called “2026-2029 Performance Share Plan” aimed at the Management, including the Managing Director and CEO, the rest of the Group Top Risk Takers and the

	other Group Risk Takers, of the Italian and foreign scope.
"2026-2029 Business Plan"	Refers to Intesa Sanpaolo's business plan for the four-year period 2026-2029, approved by the Board of Directors on 2 February 2026.
"Remuneration and Incentive Policies"	Refers to the Group Remuneration and Incentive Policies.
"Professionals" or **"Employees"**	Indicates the employees within the Italian scope of the Intesa Sanpaolo Group, other than Managers.
"Deferred Portions"	Refers to the amounts of the 2026-2029 Certificate Payout that accrue during the deferral period, subject to the Malus Conditions and any additional applicable conditions.
"Group Risk Takers"	Means staff that have a material impact on the risk profile of the Group, identified based on the criteria defined by the CRD, Delegated Regulation (EU) no. 923/2021, the Supervisory Provisions and the Remuneration and Incentive Policies in accordance with the aforementioned regulations.
"Group Top Risk Takers"	Refers to the Managing Director and CEO of Intesa Sanpaolo and the other Top Managers. At the date of this document, this segment coincides with the so-called Key Managers identified pursuant to Consob Regulation no. 17221 of 12 March 2010 containing provisions relating to transactions with related parties.
"Payment Schedules"	Refers to the variable remuneration payment schedules, in line with the 2026 Remuneration and Incentive Policies.
"CET 1 Trigger"	Indicates failure to maintain the CET1 level with respect to the Hard Limit set by the RAF.
"ESG Trigger"	Indicates the non-achievement of the targets referred to in the composite ESG objective.
"Trigger Event"	Indicates, jointly, the CET1 Trigger and the ESG Trigger.
"Forward Sale"	Indicates the forward sale agreement of Underlying Shares that each Professional will enter into with the Counterparty, on the basis of which (i) the Counterparty undertakes to perform its obligation "spot", paying the Employee the agreed price for the sale of the Underlying Shares (which, therefore, is paid in advance of the expiry of the Forward Sale) and (ii) the Employee agrees to deliver the Underlying Shares upon expiry of the Forward Sale Agreement.

1. Recipients

The LECOIP 2026-2029 is reserved for Professionals of Intesa Sanpaolo or companies belonging to the Group within the Italy scope.

1.1. Nominal indication of the recipients who are members of the Board of Directors or the Management Board of the issuer of financial instruments, of the companies controlling the issuer and of the companies directly or indirectly controlled by it

The Plan is not addressed to the members of the Board of Directors of the Bank or of the companies directly or indirectly controlled by it.

1.2. Categories of employees or associates of the issuer of financial instruments and of the parent companies or subsidiaries of that issuer

In addition to the information indicated in paragraph 1.1, the Plan is reserved for the following categories of beneficiaries falling within the definition of Professionals of the Intesa Sanpaolo Group:

- “Quadri Direttivi” of Intesa Sanpaolo and the companies belonging to the Group, with the exclusion of those with managerial responsibilities as they participate in the PSP 2026-2029;
- white-collar employees belonging to Intesa Sanpaolo and the Group companies within the Italy scope.

1.3. Nominal indication of the subjects benefiting from the Plan

(a) General managers of Intesa Sanpaolo

There are no general managers (*Direttori Generali*) of Intesa Sanpaolo among the beneficiaries of the Plan.

(b) Other key managers whose total remuneration exceeds the highest total remuneration among those attributed to members of the board of directors and the general manager

There are no other key managers included among the recipients of the Plan, therefore this provision does not apply.

(c) Natural persons controlling Intesa Sanpaolo, whether they are employees or contractors

There are no natural or legal persons that control Intesa Sanpaolo, therefore this provision does not apply.

1.4. Description and numerical indication, separated by category:

(a) of the Key Managers other than those listed in letter b) of paragraph 1.3

There are no other key mangers included among the recipients of the Plan, therefore this provision does not apply.

(b) in the case of “smaller” companies, the names of all Key Managers

Not applicable.

(c) and any other categories of employees or associates for whom different characteristics of the Plan have been included

The Plan does not provide for different characteristics applicable to Employees.

2. Reasons for adopting the Plan

2.1. The objectives to be achieved through the implementation of the Plan

Alongside the launch of the 2026-2029 Business Plan, the Bank intends to offer to the Professionals of the Intesa Sanpaolo Group the LECOIP 2026-2029, using an innovative tool to support the 2026-2029 Business Plan, adopted by the Bank in 2014 and confirmed in 2018 and 2022, in order to motivate and enhance the loyalty of the Employees, whose involvement and development, at all levels of the organisation, are key and enabling factors for the achievement of the results as expected and described in the 2026-2029 Business Plan.

2.1.1. *Additional information*

The LECOIP 2026-2029 aims to:

- motivating and retaining Employees;
- enhancing the alignment with the long-term objectives of the 2026-2029 Business Plan;
- enabling the sharing of the value created over time, at every level of the organization, thanks to the achievement of the above-mentioned objectives;
- strengthening the sense of identification (ownership) and the spirit of belonging to the Intesa Sanpaolo Group;
- enhancing a sustainable performance over time (ESG).

The Plan will develop over a time frame of approximately 44 months coinciding with the duration of the 2026-2029 Certificates (referred to in paragraph 2.3 below) and aligned with that of the 2026-2029 Business Plan.

2.2. Key variables, including in the form of performance indicators considered for the purposes of assigning plans based on financial instruments

The Plan provides that, in exchange for the Bank's granting of the Advance PVR to each Employee[22], the Employee shall have the option to: (i) receive the PVR in cash; or (ii) convert it into Shares to be contributed to the Plan in order to subscribe the 2026-2029 Certificate.

Payment of the PVR Advance is subject to: verification of the Gateway Conditions in line with the 2026 Remuneration and Incentive Policies; the absence of individual compliance breaches, in line with the 2026 Remuneration and Incentive Policies; the achievement of the productivity KPI set in compliance with the legislation applicable to productivity bonuses.

In particular, the following Gateway Conditions are verified:

- before the PVR Advance is paid, based on the data for the quarter preceding its payment;
- in 2027, when the 2026 PVR will accrue, based on the data as at 31 December 2026.

<u>*Gateway Conditions (at Group level)*</u>

(i) CET1 at least equal to the Hard Limit set in the Group RAF

(ii) Leverage Ratio at least equal to the Hard Limit set in the Group RAF;

(iii) MREL at least equal to the Hard Limit set in the Group RAF;

(iv) NSFR at least equal to the Hard Limit set in the Group RAF;

(v) Positive Gross Income[23];

The following additional Gateway Conditions are also verified (in 2026, before payment of the PVR Advance, and in 2027 to confirm the award):

(vi) assessment of the ICAAP results at Group level;

(vii) assessment of the absence of distribution recommendations by the Competent Authorities and

[22] It should be noted that, in this Information Document, all references to the PVR should also be understood as referring to the Additional Variable Premium (PAV) applicable to the Professionals of the companies within the Italian scope of the Group operating in the insurance sector.
[23] Gross Income is measured net of: profits from the buyback of Bank's own liabilities, the fair value of the Bank's liabilities and income components arising from accounting policies following changes to the internal model on core deposits.

European Supervisory Authorities.

The PVR Advance is also subject to verification of the absence of individual compliance breaches provided for in the 2026 Remuneration and Incentive Policies, i.e. absence of disciplinary measures involving as a minimum suspension from service and pay for a period equal to or greater than one day, including as a result of serious findings received from the Bank's control functions.

In compliance with the regulations applicable to productivity bonuses, the PVR Advance is subject to the achievement of the productivity KPI[24]. Verification of this condition shall take place both in 2026, before the award of the PVR Advance, and in 2027.

Failure to verify the aforementioned conditions (Gateway Conditions, compliance breaches and productivity KPI) will entail the obligation of repayment of the PVR Advance[25].

In addition, the Plan provides for some Trigger Events, as described in more detail in paragraph 4.1 below.

2.2.1. *Additional information*

Please see paragraph 2.2, above.

2.3. Factors underlying the calculation of the amount of remuneration based on financial instruments, i.e. the criteria for its calculation

The amount of the Advanced PVR and, therefore, of Free Shares that can be granted to each Employee is the same for all participants and negotiated with the Trade Unions. The relative amount is, in any case, significantly lower than the fixed remuneration.

The amount of Matching Shares differs according to the title[26], as well as according to business segment or professional family to which the Employee belongs (e.g. Investment Banking, Asset Management, Governance Functions, etc.) or professional figure.

The 2026-2029 Certificate also offers protection of the Initially Allocated Capital.

2.3.1. *Additional information*

Please see paragraph 2.3 above.

2.4. The reasons underlying any decision to award remuneration plans based on financial instruments not issued by Intesa Sanpaolo

In order, on the one hand, to provide protection to the Employee against any loss of market value of the Shares and, on the other, to allow the Employee to benefit from the potential appreciation of a number of Shares greater than the Free Shares, the Plan provides for a third party, i.e. the Counterparty, to issue the 2026-2029 Certificates that will be subscribed by the Professionals who will opt for the adherence to the Plan. These 2026-2029 Certificates reflect the terms of certain options having Shares as their underlying.

2.5. Assessments regarding significant tax and accounting implications that affected the definition of the Plan

It should be noted that the preparation of the Plan has not been influenced by significant assessments of a fiscal or accounting nature. In particular, it should be noted that the tax regime applicable to

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[24] Indicator measuring increases in productivity, profitability, quality, efficiency and innovation in line with art. 1, paragraphs 182-190, of Law 208/2015, as subsequently amended and supplemented, and the Interministerial Decree of 25 March 2016.

[25] The methods of repaying the PVR Advance are governed by the rules applicable to the 2026 PVR negotiated with the Trade Unions.

[26] ISP assigns Professionals a title according to certain criteria (i.e. autonomy, complexity but also skills, impact and exposure) in order to ensure more granular enhancement of the level of professional contribution provided in their operations and progressive specialisation of skills.

employee income from time to time will be taken into account.

With reference to the accounting profile, the Plan is recorded in the Consolidated Financial Statements of the ISP as an equity settled plan pursuant to IFRS 2. At the award date (as defined by international accounting standard IFRS2), the fair value of the instruments representing the capital subject of the plan is calculated (equivalent to the sum of the fair value of the Free Shares and Matching Shares, represented by the closing price of the Intesa Sanpaolo share, and the fair value of the discount for the Discounted Shared) and no longer modified.

The Plan provides for conditions as to service and non-market performance, i.e. Trigger Events, which must be taken into account in order to determine the number of Shares for the evaluation of the cost of the Plan. These calculations will be reviewed during the Plan Period. The cost of the Plan, equal to the fair value as defined above multiplied by the estimate of the number of shares that will accrue during the time frame of the Plan (depending on the achievement of the accrual conditions – performance and service – provided for in the Plan) is recognised in the income statement (as an employment cost), on pro rata basis over the period during which the benefit accrues, with a matching reserve in Shareholders' Equity.

Upon the occurrence of:

i) events that entail the termination of the Professional's employment; or

ii) Trigger Events that imply the loss of Employees’ rights to the benefits of the 2026-2029 Certificate.

ISP shall:

- enter a financial asset in the balance sheet assets (the transferred receivable representing the 2026-2029 Certificates) as a counterpart to Shareholders' Equity. In particular, any 2026-2029 Certificates entered in the Group’s financial statements will be classified, in accordance with the provisions of IFRS 9, under caption 20.c) “*Financial assets measured at fair value through profit or loss: Other financial assets mandatorily measured at fair value*” and subject to periodic evaluation.
- update the estimate of the cost of the Plan, against an adjustment of Shareholders’ Equity, where the previous estimate must be adjusted.

2.6. *Any support for the Plan from the Special Fund for Incentivising Worker Participation in Companies, pursuant to Article 4(112) of Law No. 350 of 24 December 2003*

No support is provided for the Plan from the Special Fund for Incentivising Worker Participation in Companies, pursuant to Article 4 (112) of Law No. 350 of 24 December 2003.

3. Approval process and timing for granting instruments

3.1. *Scope of powers and functions delegated by the shareholders' meeting to the Board of Directors to implement the Plan*

The Plan referred to in this Information Document will be subject to approval by the Ordinary Shareholders' Meeting on 30 April 2026 (in a single call).

The Extraordinary Shareholders' Meeting will resolve upon: (i) the free capital increase pursuant to Article 2349, paragraph 1 of the Italian Civil Code for the allocation of Free Shares and Matching Shares to Professionals, in compliance with the provisions of the Plan (as item 3 on the agenda of the Shareholders' Meeting); and (ii) the paid-in capital increase with the exclusion of the option rights in favour of Professionals pursuant to Article 2441, paragraph 8 of the Italian Civil Code, by issuing Discounted Shares, in compliance with the provisions of the Plan (as item 3 on the agenda of the Shareholders' Meeting), giving the powers pursuant to article 2443 of the Italian Civil Code to the Board of Directors, so that this latter implements it.

3.2. *Indication of the persons responsible for administering the Plan and their roles and responsibilities*

The Chief People & Culture Officer is responsible for managing the Plan, drawing on the cooperation of other corporate functions where necessary for activities falling within their respective areas of competence.

3.3. *Any existing procedures for revising the Plan, also in relation to any changes in the basic targets*

No procedures are contemplated for the revision of the Plan.

3.4. *Description of the methods used to determine the availability and granting of the financial instruments on which the Plan is based*

The Free Shares and the Matching Shares will be derived from a free capital increase by means of the allocation of profits to Employees pursuant to Article 2349, paragraph 1, of the Italian Civil Code.

The Discounted Shares will be derived from a paid-in capital increase with exclusion of pre-emptive rights with offer for subscription to Professionals, pursuant to Article 2441, paragraph 8, of the Italian Civil Code.

The procedures for allocating the Shares are described in greater detail in paragraph 4.1 of this Information Document, to which reference should be made.

3.5. *The role played by each director in determining the features of the Plan; any occurrence of conflicts of interest involving the directors concerned*

Having obtained the favourable opinion of the Remuneration Committee, the Bank's Board of Directors proposes the Shareholders' Meeting of Intesa Sanpaolo to approve the resolution pertaining to the Plan. There are no conflicts of interest for the directors in relation to the Plan.

3.6. *Date of the decision taken by the body responsible for proposing the approval of the Plan to the Shareholders' Meeting and any proposal by the remuneration committee, if applicable*

The Plan, on the proposal of the Remuneration Committee of 9 March 2026, was approved by the Board of Directors on 13 March 2026 and submitted, limited to the areas of competence, to the vote of the Shareholders' Meeting of ISP to be held on 30 April 2026.

3.7. Date of the decision taken by the competent body regarding the assignment of instruments and any proposal made to that body by the remuneration committee, if any

Relevant information regarding the allocation of Shares currently unavailable will be provided in accordance with applicable regulations.

3.8. *Market* price, recorded on the aforementioned dates, for the financial instruments on which the plans are based, if traded on regulated markets

The official price recorded by the Share was EUR 5.0977 on 9 March 2026 and 5.1553 on 13 March 2026.

3.9. *Terms and conditions for determining the timing of the allocation of instruments in implementation of the Plan, taking into account the possible coincidence in time between: (i) such allocation or any decisions taken in this regard by the remuneration committee, and (ii) the disclosure of any relevant information pursuant to Article 17 of Regulation (EU) no. 596/2014*

The entire execution phase of the Plan will be carried out in full compliance with the information obligations imposed on the Bank, deriving from applicable laws and regulations, in order to ensure transparency and equal information to the market, and in compliance with the procedures adopted by Intesa Sanpaolo.

4. *Characteristics of the financial instruments to be assigned*

4.1. *Description of the structure of the Plan*

As anticipated, the Plan provides that, against the assignment to each Employee of the PVR Advance for 2026, each Employee will have the option to (i) receive the PVR Advance in cash or (ii) convert it into Shares to be contributed to the Plan, in order to subscribe to the 2026-2029 Certificate. Upon joining the Plan, each Employee will be entitled to: (a) receive Free Shares for a value equal to the PVR Advance, (b) receive additional Matching Shares for an amount that differs according to the title, as well as for the business segment or professional family to which the Employee belongs or the professional figure and (c) the subscription of Discounted Shares, resulting from a paid-in capital increase, with the issue of Shares at a discounted price compared with their market price.

At the time the 2026-2029 Certificates are subscribed, the Employee will enter into a Forward Sale Agreement of the Underlying Shares under which: (i) the Counterparty will pay the Employee, upon signature of the Forward Sale Agreement, the price of the Underlying Shares; and (ii) the Employee will deliver the Shares only at the end of the Plan.

The proceeds received from the Forward Sale will be used by the Employee in part for the subscription of the Discounted Shares and in part for the acquisition of the 2026-2029 Certificate.

It should be noted, *inter alia*, that the Underlying Shares subject to the Forward Sale will be bound by Pledge in favour of the Counterparty who, in the event of their use, becoming the holder, will receive the related dividends.

The 2026-2029 Certificates issued by the Counterparty reflect the terms of certain options that have Shares as their underlying, and allow the Employees to receive, at maturity:

- *(i)* an amount in cash equal to the original market value of the Free Shares and Matching Shares (without prejudice to the elements stated below in relation to Trigger Events); and
- *(ii)* any appreciation, calculated based on the performance of the Underlying Shares with respect to their market value determined on the award date, according to the provisions of the Payout model. In particular, at each monthly observation date into which the Plan Period is divided, a comparison is made between the market value of the Underlying Shares recorded on each observation date and the market value of the same recorded on the award date. The appreciation is exclusively equal to the positive difference between these values: any negative differences are not taken into account and do not determine any reduction in the total net value accrued up to that point. The option increases in value more than proportionally for moderate increases with respect to the initial assignment price and to a lesser extent for higher increases.

The Forward Sale Agreement expires at the 2026-2029 Certificates' maturity date (which will have a duration of at least 44 months from the date of signature). For administrative convenience, each Employee's participation in a Plan shall be through the Fiduciary, who shall act under the mandate and on behalf of each Employee in dealings with the Counterparty.

The rights resulting from the 2026-2029 Certificate are subject to the CET1 Trigger. In particular, for each year of duration of the Plan Period, any deterioration of the CET1 to levels lower than the Hard Limit envisaged by the Group RAF shall entail a reduction of 25% of the amount of Protected Capital corresponding only to the Matching Shares (excluding the Free Shares, whose original value shall, in any case, be granted to the Employee at the end of the Plan, even if the CET1 Trigger occurs) and of the corresponding participation in any appreciation of the Underlying Shares. In any case, should the Employee lose his or her right to receive the Matching Shares, he or she shall not be entitled to any appreciation of the Underlying Shares (i.e. Free Shares' appreciation shall not be paid in this circumstance).

Upon the occurrence of a Trigger Event, the rights that would have been granted to the Employee pursuant to the 2026-2029 Certificates will be transferred to Intesa Sanpaolo as described under the terms and conditions of said Certificates.

In addition, in line with the objectives of the 2026-2029 Business Plan, the LECOIP 2026-2029 provides for the ESG KPI, whose target level is defined in the Business Plan:

Factors	Weight
Upskilled/reskilled staff	40%
Young people enrolled in dedicated development programmes	40%
Sustainable Lending *(flow of new sustainable lending disbursed in the four-year period/total flow of new medium-long-term lending disbursed in the four-year period)*	20%

The achievement of the objectives expressed in the ESG KPI at 100% – calculated as the sum of the performance score recorded on the individual factor weighted by the relative weight – shall entitle each Employee to a minimum guaranteed return equal to 10% of the amount of the Protected Capital. Conversely, in the event of failure to achieve the ESG KPI, the Employee will not benefit from the minimum return equal to 10% of the Protected Capital. In this case, the return that would have been granted to the Employee pursuant to the 2026-2029 Certificates will be paid to the Bank and used for ESG projects that contribute, albeit at a later stage, to the achievement of the ESG objectives in question.

Lastly, in the presence of disciplinary measures involving suspension from service and pay for a period of at least one day, the Plan provides for the reduction or cancellation of the rights deriving from the 2026-2029 Certificate, depending on the severity of the violation or its repetition.

4.2. Indication of the period of effective implementation of the Plan, with reference also to any different cycles envisaged

The period of the Plan's implementation will be finalised following the Ordinary Shareholders' Meeting called to approve it.

4.3. *The Plan term*

The Plan's time frame is approximately 44 months.

4.4. *Maximum number of financial instruments, including options, granted in each fiscal year in relation to the* individuals identified nominally or the categories indicated

Assuming that all of the Employees agree to participate in the Plan, Intesa Sanpaolo may issue ***(a)*** a maximum of 76 million Free Shares and Matching Shares, in a free share capital increase pursuant to Article 2349, paragraph 1 of the Italian Civil Code; and ***(b)*** a maximum of 170 million Discounted Shares for a maximum value, including share premium, of approximately €720 million, in a share capital increase excluding option rights in favour of the Employees, pursuant to Article 2441, paragraph 8 of the Italian Civil Code.

4.5. *Methods and clauses for implementing the Plan (specifying whether the actual assignment of instruments is subject to the occurrence of conditions or the achievement of certain results, including performance results, and describing these conditions and results)*

The effective awarding of the Advance PVR – an essential condition for the Employee's adherence to the Plan – is subject to prior verification of the Gateway Conditions and further conditions, described in more detail in paragraph 2.2 above.

4.6. *Indication of any restrictions on the availability of the instruments allocated or the instruments resulting from the exercise of options, with particular reference to the terms within which subsequent transfer to the same company or to third parties is permitted or prohibited*

Employees participating in a Plan may not transfer the 2026-2029 Certificates to third parties. The Shares Underlying the 2026-2029 Certificates are deposited with a custodian bank acting on behalf of the Fiduciary and are therefore subject to a Pledge in favour of the Counterparty, as described above.

4.7. *4.7 Description of any conditions precedent relating to the allocation of the Plan in the event that the recipients carry out hedging transactions that neutralise any prohibitions on the sale of the financial instruments allocated, including in the form of options, or of the financial instruments resulting from the exercise of these options*

Under existing Remuneration and Incentive Policies and the Group's Code of Conduct, Employees are prohibited from carrying out derivative transactions or otherwise putting in place transactions or operating strategies with highly speculative features. Consequently, Employees will not be able to carry out hedging transactions on financial instruments allocated under the Plan.

4.8. *Description of the effects of termination of employment relationship*

Adherence to the LECOIP 2026-2029 is subject to the existence, on the start date of the Plan, of an employment relationship between the Employees and a company within the Group's Italian scope.

After adherence to the Plan, participation is subject to verification, for the whole duration of the Plan, of the existence of an employment relationship with Intesa Sanpaolo or a Group company.

The termination of the employment relationship with the Group has the following impact on the rights associated with the Plan:

(i) the loss of any rights connected with the Plan and therefore with the 2026-2029 Certificates, including the right to protection of the Initially Allocated Capital, in the event of resignation, dismissal for cause or justified reason, mutual termination of the employment relationship (except for the case described below)[27], as well as in all cases not qualified as good leaver cases (so-called bad leaver cases);

(ii) the award of the value of the 2026-2029 Certificate, calculated on a pro-rata basis, in the event of termination of the employment relationship due to the fulfilment of direct pension requirements or through access to the Solidarity Fund; death or permanent disability or illness of the Employee that results in the termination of the employment relationship; mutual termination of the Employee's employment relationship if it results from the elimination of the position; transfer of the business line or of the subsidiary in which the Employee works to third parties[28], with it being understood that, in this case, the Bank reserves the right to award 100% of the rights deriving from the 2026-2029 Certificates to Employees if the Bank retains even a minority stake (good leaver cases).

In all such cases, the rights lost by the Employees with respect to the 2026-2029 Certificates assigned to ISP, in accordance with the terms and conditions of said Certificates.

4.9. Indication of other possible causes for cancellation of the Plan

In the event of a change of control, an early payment will occur at the time of the event. In particular, the 2026-2029 Certificates will be paid on a pro-rata basis according to the duration of the Plan Period until the occurrence of the event, subject to the payment of an amount at least equal to the value of the Free Shares initially assigned.

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[27] In the event of an organisational change involving the cancellation of the structure to which the Employee belongs and consequent mutual termination of the employment relationship, the pro-rata payment of the sums accrued at the end of the Plan is envisaged.

[28] In this case, the pro-rata basis for payment purposes will be calculated on the effective date of the transaction.

4.10. Reasons relating to the possible provision for a “redemption” by the company of the financial instruments covered by the plans, pursuant to Articles 2357 et seq. of the Italian Civil Code; the beneficiaries of the redemption, indicating whether it is intended only for particular categories of employees; the effects of termination of employment relationship on such redemption

The Plan includes a clawback clause in line with the provisions of the 2026 Remuneration and Incentive Policies, under which ISP will be entitled to ask the Employees to return the bonuses already paid, within the context of:

- disciplinary initiatives and provisions envisaged for fraudulent behaviour or gross negligence by personnel, also taking into account the relative legal, contribution and fiscal profiles;
- conduct that does not comply with the provisions of the law, regulations, the articles of association or any ethical codes or codes of conduct established ex ante by the Group or the company to which it belongs and which has resulted in a “significant loss” for the company or its customers.

4.11. Any loans or other incentives intended to be granted for the purchase of shares pursuant to Article 2358 of the Italian Civil Code

Not applicable.

4.12. Indication of assessments of the expected cost to the company at the award date, as determined on the basis of terms and conditions already defined, for the total amount and in relation to each instrument in the plan

In light of the criteria, parameters and characteristics of the Plan, and more generally, the information available as at the date of this Information Document, the maximum aggregate charge for Employees, including indirect charges borne by the employer, may be estimated as up to 520 million euro.

4.13. Indication of any dilutive effects on capital resulting from the Plan

The total dilutive effect upon the whole of ISP’s share capital would be approximately 1.39%, in the event of a 100% take-up.

4.14. Any restrictions on the exercise of voting rights and the allocation of property rights

Each Employee’s participation in a Plan shall be through the Fiduciary, who shall act on the basis of an irrevocable mandate of the Employee on behalf of the latter in dealings with the Counterparty.

As mentioned in paragraph 4.6 of this Information Document, pending the Forward Sale Agreement:

(i) the Underlying Shares will remain pledged to the Counterparty pursuant to the Pledge (such that there is a lock-up for the duration of the Plan in relation to the Underlying Shares);

(ii) the Employee will not receive dividends or other income in relation to the Underlying Shares, or be able to vote in the shareholders’ meeting.

4.15. *Information* to be provided if the shares are not traded on regulated markets

Not applicable.

4.16. *Number of financial instruments underlying each option*

Not applicable.

4.17. *Option expiry date*

Not applicable.

4.18. Methods (American/European), timing (e.g. periods valid for exercise) and exercise clauses (e.g. knock-in and knock-out clauses)

Not applicable.

4.19. Exercise price of the option or the methods and criteria for determining it, with particular regard to *(a)* the formula for calculating the exercise price in relation to a specific market price, and *(b)* the methods for determining the market price used as a reference for determining the exercise price

Not applicable.

4.20. If the exercise price is not equal to the market price determined as indicated in point 4.19.b (fair market value), reasons for this difference

Not applicable.

4.21. Criteria on the basis of which different exercise prices are envisaged between various subjects or various categories of target subjects

Not applicable.

4.22. Where the financial instruments underlying the options are not traded on regulated markets, an indication of the value attributable to the underlying financial instruments or the criteria for determining the value

Not applicable.

4.23. Criteria for adjustments required as a result of extraordinary capital transactions and other transactions involving changes in the number of underlying instruments

Not applicable.

4.24. *Table relating to the Plan*

INCENTIVE PLANS BASED ON FINANCIAL INSTRUMENTS
Table No. 1 of Scheme 7 of Annex 3A of Regulation No. 11971/1999

Date: 13/03/2026

<table>
<tr><td rowspan="5">Name and Surname
or Category</td><td rowspan="5">Office

(only for persons whose name is reported)</td><td colspan="7">CHART 1</td></tr>
<tr><td colspan="7">Financial instruments other than stock options</td></tr>
<tr><td colspan="7"><u>Section 2</u></td></tr>
<tr><td colspan="7">Newly allocated financial instruments on the basis of the decision:
☑ of the Board of Directors' proposed resolution to the Shareholders' Meeting
☐ of the body competent for the implementation of the Shareholders' Meeting resolution</td></tr>
<tr><td>Shareholders' Meeting resolution date</td><td>Type of financial instrument</td><td>No. of financial instruments</td><td>Granting date</td><td>Purchase price of instruments if any</td><td>Market price at granting</td><td>Vesting period</td></tr>
<tr><td colspan="2">Professionals of Intesa Sanpaolo and of other companies belonging to the Italian perimeter of the Intesa Sanpaolo Group</td><td>30/04/2026</td><td>Ordinary Intesa Sanpaolo shares</td><td>n.a. (*)</td><td>n.a.</td><td>n.a. (**)</td><td>n.a.</td><td>(***)</td></tr>
</table>

Note:

(*) Maximum No. 76,000,000 ordinary shares derived from a free capital increase, with the possible addition of up to a maximum of No. 170,000,000 ordinary shares deriving from a paid-in capital increase, with the issue of shares at a discounted price with respect to the market price, with exclusion of the option right in favour of employees.

(**) The price for the subscription of the paid-in shares will be determined by the Board of Directors, at a discount with respect to the market value of the Intesa Sanpaolo share calculated on the basis of the average of the prices observed in the 30 days prior to the issue date.

(***) After their award, the Shares will be unavaiable until the expiration of the LECOIP Certificates 2026-2029 (approximately 44 months starting from the award). It is understood that at the expiration of the Certificates the Shares will be delivered definitely to the counterparty pursuant to the Forward Sale.

This is an English translation of the original Italian document. In cases of conflicts between the English language document and the Italian document, the interpretation of the Italian language document prevails.