

Report of the Board of Directors

Ordinary part - Item 2 on the agenda

Remuneration:

e) Approval of the 2026-2029 Performance Share Plan Long-term Incentive Plan reserved for the Management of the Intesa Sanpaolo Group

Distinguished Shareholders,

You have been called to this Ordinary Shareholders' Meeting to discuss and pass resolutions on the approval of the 2026-2029 Performance Share Plan Long-Term Incentive Plan (the “**PSP 2026-2029**” or the “**Plan**”) for the Management, including the Managing Director and CEO, the remaining Group Top Risk Takers and other Group Risk Takers¹, of the Italian and foreign scope (the “**Managers**”).

The PSP 2026-2029 is aimed at:

- enhancing the alignment with the objectives of the 2026-2029 Business Plan;
- guaranteeing a close link between the Bank's performance over time and the long-term variable remuneration of the Managers;
- rewarding the Managers according to the value creation for shareholders;
- steering performance towards long-term sustainability (i.e. ESG).

The **main changes** introduced in the Plan compared to the previous PSP 2022-2025 concern:

- the **KPIs** assigned to the **Managing Director and CEO** and to the remaining Business and Governance Function Managers that, in line with the opinions expressed by investors, were identified with a view to differentiating the indicators assigned in the CEO's annual Incentive System and those provided in the PSP 2026-2029. Furthermore, the ESG component has been included as a KPI in the Plan and no longer as an adjustment mechanism of the accrued bonus;
- the increase in the **initial award** from 100% of fixed remuneration to 200% of fixed remuneration for the **Managing Director and CEO** and the remaining Top Risk Takers in the Business and Governance Functions, in line with the opinions expressed by investors and market best practices;
- the introduction of the **power** of the **Board of Directors** to decide on any amendments and/or supplements to the rules of the Plan in the event of extraordinary events, necessary and/or appropriate to make it consistent with the changed context. In any case, changes to KPIs, related threshold levels, targets and overtargets, as well as increases in the amount of bonuses accruable, are excluded.

¹ Including Group Risk Takers who do not hold managerial positions (if any).

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

Key features of the PSP 2026-2029												
Topic	Features of the Plan		Details									
Beneficiaries	The Management, including the Managing Director and CEO, the remaining Group Top Risk Takers and the other Group Risk Takers ² - Italian and foreign scope. (around 3,500 people)		Par. 1									
Financial Instrument	Intesa Sanpaolo ordinary shares, subject to performance conditions (Shares)		Par. 2									
Plan Operating Mechanism	at the start of the Plan the beneficiaries are granted a certain number of PSP Rights, each of which entitles the holder to receive one Share upon expiry of the Plan, provided that specific Gateway Conditions are met and depending on the level of achievement of the Performance Objectives and of the possible application of De-multipliers.		Par. 3									
Initial Grant	<p>At the start of the Plan, each Manager is granted PSP Rights (Initial Grant), each of which has a value equal to the average market price of the Share in the 30 days prior to the award.</p> <p>The number of PSP Rights to be granted to each Manager is calculated by dividing the value defined as a percentage of the fixed remuneration/gross annual remuneration, differentiating between:</p> <ul style="list-style-type: none"> in Italy, the job title defined as part of the Group Global Banding system (for the Managing Director and CEO and the remaining Managers belonging to the Business and Governance Functions, up to 200% of the fixed remuneration; for the Managers belonging to the Company Control Functions, up to 50% of the gross annual remuneration); and abroad, the organisational roles (ranging between a maximum of 100% of the fixed remuneration for roles not belonging to the Company Control Functions and the minimum of 20% of the gross annual remuneration for roles belonging to the latter) 		Par. 4									
Gateway conditions	<table border="1"> <thead> <tr> <th>Group-level conditions</th> <th>Requirement compared to the Group RAF</th> </tr> </thead> <tbody> <tr> <td>(i) CET 1</td> <td rowspan="6">≥ “Hard Limits” set by the Group RAF</td> </tr> <tr> <td>(ii) Leverage Ratio</td> </tr> <tr> <td>(iii) MREL</td> </tr> <tr> <td>(iv) NSFR</td> </tr> <tr> <td>(v) LCR (only applicable to the Top Risk Takers)</td> </tr> <tr> <td>(vi) no loss and positive Gross Income</td> </tr> </tbody> </table>	Group-level conditions	Requirement compared to the Group RAF	(i) CET 1	≥ “Hard Limits” set by the Group RAF	(ii) Leverage Ratio	(iii) MREL	(iv) NSFR	(v) LCR (only applicable to the Top Risk Takers)	(vi) no loss and positive Gross Income	<p><i>Minimum regulatory requirements – less stringent than the Group RAF “Hard Limits” not disclosed to the market – presented for reference purposes only</i></p> <p>CET 1 ≥ 9.97% (SREP)</p> <p>Leverage Ratio ≥ 3% (CRR)</p> <p>MREL ≥ 25.5% (SRB MREL JD Letter 2025)³</p> <p>NSFR ≥ 100% (SREP)</p> <p>LCR ≥ 100% (SREP)</p>	Par. 5
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² Including Group Risk Takers who do not hold managerial positions (if any).

³ The 2026 regulatory requirement is expected in the second quarter 2026 as part of the Final SRB MREL Joint Decision Letter 2026.

Key features of the PSP 2026-2029

	<p>Additionally, the Plan is also subject to the assessment of the following gates at Group level:</p> <ul style="list-style-type: none"> at the launch of the Plan in 2026 and at the end of the Plan, the outcome of the ICAAP; at the end of the Plan, the recommendations on distributions by competent authorities and European supervisory authorities which could result in a possible reduction down to the zero of the accrued bonus. 																																													
Accrual Period	In line with the 2026-2029 Business Plan.																																													
Performance Objectives	<p>Par. 6</p> <table border="1" data-bbox="469 719 1251 1084"> <thead> <tr> <th colspan="4">Managing Director and CEO, the remaining Group Top Risk Takers and the other Group Risk Takers and Business e Governance Managers</th> </tr> <tr> <th>KPI</th> <th>threshold</th> <th>target*</th> <th>overtarget</th> </tr> </thead> <tbody> <tr> <td>OI/average RWA</td> <td>9.15%</td> <td>9.3%</td> <td>9.38%</td> </tr> <tr> <td>% <i>accruable PSP Rights</i></td> <td>20%</td> <td>40%</td> <td>50%</td> </tr> <tr> <td>RoE</td> <td>20%</td> <td>22%</td> <td>23%</td> </tr> <tr> <td>% <i>accruable PSP Rights</i></td> <td>20%</td> <td>40%</td> <td>50%</td> </tr> <tr> <td>Sustainable Lending</td> <td>29%</td> <td>30%</td> <td>31%</td> </tr> <tr> <td>% <i>accruable PSP Rights</i></td> <td>10%</td> <td>20%</td> <td>30%</td> </tr> </tbody> </table> <p>* The target levels are those set in the Business Plan for 2029</p> <table border="1" data-bbox="469 1126 1251 1686"> <thead> <tr> <th colspan="3">Group Top Risk Takers and the other Group Risk Takers and Managers of the Company Control Functions (including the Manager Responsible for the Company's Financial Report)</th> </tr> <tr> <th>KPI</th> <th>threshold</th> <th>target</th> </tr> </thead> <tbody> <tr> <td> Quality of operation and effectiveness of Company Control Functions action in terms of: <ul style="list-style-type: none"> accuracy and reliability of the integrated documentation required by the internal control system as part of the activities of the Group Control Coordination and Non-Financial Risks Committee and submitted to the BoD ability to promptly identify and manage emerging risks⁴ as represented in the documents submitted to the BoD ability to oversee key activities, initiatives and projects in each function </td> <td>The documents submitted by CCFs to the BoD are accurate and their contents are complete</td> <td> In addition to the threshold level: <ul style="list-style-type: none"> the emerging risks were promptly reported in documents and managed appropriately the Performance Scorecard trend over the 2026-2029 Plan for Top Risk Takers of the CCFs (i.e. the average of the average annual Performance Scorecard scores for Top Risk Takers of the CCFs over the period of the Plan) is greater than 100% </td> </tr> <tr> <td>% <i>accruable PSP Rights</i></td> <td>50%</td> <td>100%</td> </tr> </tbody> </table> <p>It is specified that:</p> <ul style="list-style-type: none"> for performance levels below the threshold, no portion of shares is paid for performance levels higher than the overtarget, no further increases are envisaged in the portion of shares awarded (so-called cap principle). 	Managing Director and CEO, the remaining Group Top Risk Takers and the other Group Risk Takers and Business e Governance Managers				KPI	threshold	target*	overtarget	OI/average RWA	9.15%	9.3%	9.38%	% <i>accruable PSP Rights</i>	20%	40%	50%	RoE	20%	22%	23%	% <i>accruable PSP Rights</i>	20%	40%	50%	Sustainable Lending	29%	30%	31%	% <i>accruable PSP Rights</i>	10%	20%	30%	Group Top Risk Takers and the other Group Risk Takers and Managers of the Company Control Functions (including the Manager Responsible for the Company's Financial Report)			KPI	threshold	target	Quality of operation and effectiveness of Company Control Functions action in terms of: <ul style="list-style-type: none"> accuracy and reliability of the integrated documentation required by the internal control system as part of the activities of the Group Control Coordination and Non-Financial Risks Committee and submitted to the BoD ability to promptly identify and manage emerging risks⁴ as represented in the documents submitted to the BoD ability to oversee key activities, initiatives and projects in each function 	The documents submitted by CCFs to the BoD are accurate and their contents are complete	In addition to the threshold level: <ul style="list-style-type: none"> the emerging risks were promptly reported in documents and managed appropriately the Performance Scorecard trend over the 2026-2029 Plan for Top Risk Takers of the CCFs (i.e. the average of the average annual Performance Scorecard scores for Top Risk Takers of the CCFs over the period of the Plan) is greater than 100% 	% <i>accruable PSP Rights</i>	50%	100%	
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⁴ Both risks linked to the changing situation – such as, for example, among those currently known, geopolitical risks, technological risks (AI, digital assets, third parties, etc.), ESG risks – and those relating to more traditional operations (credit, liquidity, etc.) are considered emerging risks. In any case, those risks that become relevant in this regard during the Plan will be considered.

Key features of the PSP 2026-2029		
	<p>The total amount of Awarded Shares at the end of the Accrual Period cannot, in any case, exceed 100% of the Shares assigned at target for the set of KPIs. In other words, the only case where it is possible for the Managers of the Business and Governance Functions to accrue a number of Shares higher than that envisaged at target for a given KPI whose performance is higher than the target is if the performance of another KPI is lower than the respective target, since this does not determine the assignment of Shares corresponding to its target.</p>	
De-multipliers	<ul style="list-style-type: none"> • Managing Director and CEO and the remaining Managers of the Business and Governance Functions: Capital Target <ul style="list-style-type: none"> ○ for each year of the Plan, meeting CET1 levels above the target set in the 2026-2029 Business Plan (i.e. > 12.5%); ○ acts as de-multiplier reducing the number of shares accrued at the end of the Plan by 10% per each year of breach (with a cap of 40% over the entire Accrual Period); ○ measured in the 2026-2029 period. • Manager of the Company Control Functions and Manager Responsible for preparing the Company's Financial Reports: Level of Capital (CET1) and Level of Liquidity (NSFR) at least equal to the Early Warning limits defined in the Group RAF for the time horizon of the Plan. Failure to meet this KPI acts as a De-multiplier, reducing the number of PSP Rights by 2.5% for each year where the threshold for each indicator is not met (up to a maximum of 20% over the entire Accrual Period). 	Par. 6.3
Individual access conditions	Absence of the compliance breaches at the individual level set in the 2026 ISP Group Remuneration and Incentive Policies.	Par. 9
Payment schedules	<ul style="list-style-type: none"> • Differentiated according to staff category (Top Risk Takers, other Risk Takers, remaining Managers) and the amount of total variable remuneration (whether or not it exceeds the "particularly high" amount or the "materiality threshold" as defined in the 2029 Group's Remuneration and Incentive Policies), as well as its incidence on fixed remuneration. • Payment fully in shares⁵. 	Par. 7
Malus conditions	<p>Malus conditions operate as mechanisms for reducing the Deferred Portions down to zero.</p> <p>They are symmetrical to the gateway conditions and to the individual access conditions.</p>	Par. 8
Clawback	As defined in the 2026 Remuneration and Incentive Policies.	Par. 9
Termination of the employment relationship	<ul style="list-style-type: none"> • Bad leaver cases: eligibility to participate in the PSP is lost in case of resignation, termination for cause or justified reason, mutual termination of the employment relationship except for cases classified as good leaver and all cases not 	Par. 10

⁵ With the exception of the personnel of the Group's asset management companies ("AMC") for whom, in line with sector regulations, 50% of the payment will be made in Intesa Sanpaolo shares and the remaining 50% in financial instruments used by the AMC for the award of variable remuneration.

Key features of the PSP 2026-2029

	<p>classified as good leaver;</p> <ul style="list-style-type: none"> • Good leaver cases⁶: payment at the end of the Plan of a number of PSP Rights calculated on a pro rata basis, in the event of termination of employment relationship due to the fulfilment of direct pension requirements or, only for Italian Managers, through access to the Solidarity Fund; death of the Manager or permanent disability or illness resulting in the termination of the relationship; mutual termination of the employment relationship in the event that: (i) this results from the elimination of the position; or (ii) the employee has contributed positively to the achievement of the objectives of the 2026-2029 Business Plan (i.e. having participated in the PSP 2026-2029 for at least one year and having received an annual performance scorecard score at least equal to the minimum in each of the performance years prior to termination); transfer of the business line or of the subsidiary where the manager is employed to third parties, it being understood that in this case the Bank reserves the right to grant Managers 100% of their rights if the Bank retains even a minority stake. 	
<p>Extraordinary Events</p>	<p><u>Change of control</u></p> <p>In the event of substantial changes to the Group's ownership structure as part of transactions – whether hostile or non-hostile – that determine a Change of control, the Plan will be accelerated with the payment, in accordance with the applicable Payment Schedules, of a cash amount determined on a pro-rata basis based on the value of the ISP share at the first market close following public disclosure of the transaction.</p> <p><u>Other Extraordinary Events</u></p> <p>In the event of extraordinary events affecting the company and/or the Group and/or the relevant market – including, for example, extraordinary transactions involving the share capital and other transactions involving changes in its composition, the shareholders' equity of the company or the number of underlying instruments, or regulatory changes – the Board of Directors shall have the right to resolve on any amendments and/or supplements to the rules of the Plan that are necessary and/or appropriate to make it consistent with the changed context and/or to manage its impact on Managers, in accordance with the key features of the Plan approved by the Ordinary Shareholders' Meeting and in line with its purposes, including, depending on the case, adjusting the number of PSP Rights or Awarded but not yet delivered Shares, in accordance with the rules commonly accepted by financial market practice and, as far as possible, in line with any adjustments set by Borsa Italiana, and/or the acceleration and payment of bonuses on a pro rata basis. In any case, changes to KPIs, related threshold</p>	<p>Par. 11</p>

⁶ In the specific case in which the position of Managing Director is not renewed, payment will take place pro rata at the end of the Plan.

Key features of the PSP 2026-2029

	levels, targets and overtargets, as well as increases in the amount of bonuses accruable, are excluded.
Dilution	Approximately 0.34% of the share capital
Cost	Approximately 200 million euro for the period of the Plan

The PSP 2026-2029 was prepared in accordance with the provisions of Article 114-bis of Legislative Decree no. 58 of 24 February 1998, also taking into account the implementing regulations issued by Consob regarding the allocation of remuneration plans based on financial instruments to corporate officers, employees or associates. In accordance with the aforementioned provisions, the information document referred to in Article 84-bis of Consob Regulation 11971/99, as subsequently amended and supplemented, has also been drawn up, made available to the public in accordance with the law and attached to this report as **Annex 1** (the “**Information Document**”).

The PSP 2026-2029 is aligned with the Bank's current 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 as amended (Capital Requirements Directive or CRD) and the guidelines issued by the EBA (European Banking Authority).

The PSP 2026-2029

1. Beneficiaries

The PSP 2026-2029 is reserved for the Management, including the Managing Director and CEO, the remaining Group Top Risk Takers⁷ and the other Group Risk Takers⁸ – of the Italian and foreign scope⁹.

Compared to the previous Long-Term Incentive Plan, the PSP 2026-2029 involves a greater number of Managers from the foreign scope, particularly from companies that have distinguished themselves in terms of performance over the last three years¹⁰. This reflects the growing importance of the Group's foreign companies in achieving the targets of the 2026-2029 Business Plan.

Managers hired or appointed after the start of the Plan and by 31 December 2026 will be allowed to participate. The number of PSP Rights granted to these Managers will be calculated on a pro-rata basis.

2. Financial instrument

The PSP 2026-2029 provides for the granting to the Managers of PSP Rights which will allow the accrual of Shares, at the end of the Plan, subject to achieving specific Performance Objectives and in compliance with all the terms and conditions set out in the Plan Regulation.

The Shares included in the Plan will come from a share capital increase without payment pursuant to Article 2349, paragraph 1, of the Italian Civil Code, through the conversion of undistributed profits into capital.

3. PSP 2026-2029 Operating Mechanism

The PSP 2026-2029 is a long-term incentive plan that involves: (i) at the start of the Plan, granting a certain number of PSP Rights to Managers; (ii) at the end of the Plan, assigning a corresponding number of Shares (so-called Awarded Shares) in compliance with all the terms and conditions set out in the Regulation.

More specifically, on the Award Date, the Board of Directors will determine, provided that the Gateway Conditions are met, based on the achievement of the Performance Objectives and in compliance with all the terms and conditions set out in the Regulation, the number of PSP Rights accrued and, therefore, the corresponding number of Shares that can be awarded to each Manager (so-called Awarded Shares).

Finally, the Awarded Shares will be transferred to the Managers in accordance with the applicable Payment Schedules, differentiated according to the category of personnel (Top Risk Takers, other Risk Takers, remaining Managers) and the amount of variable remuneration¹¹, in accordance with the Deferral and Retention Period provided for in accordance with and consistent with the Supervisory Provisions and with the Remuneration and Incentive Policies. The operational details relating to these

⁷ In particular, as at the date of approval of this document, the cluster of Group Top Risk Takers employees - which 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 – includes: Managing Director and CEO; Head of Wealth Management Divisions, Head of the Private Banking Division, Head of the Asset Management Division, Head of the Insurance Division, Head of the Banca dei Territori Division, Head of the IMI Corporate & Investment Banking Division and the Head of the International Banks Division as well as the Deputy to the Head of the IMI Corporate & Investment Banking Division; Chief Sustainability Officer, Chief Social Impact Officer, Chief Governance, Operating & Transformation Officer, Chief Equity, Legal & M&A Officer, Chief Transformation & Organisation Officer, Chief People & Culture Officer, Chief Data, A.I. and Technology Officer, Chief Cost Management Officer, Chief Financial Officer, Chief Lending Officer, Chief Security Officer, Chief Institutional Affairs & External Communication Officer, Chief Risk Officer, Chief Compliance Officer, Chief Audit Officer as well as the Deputy to the Chief Financial Officer; Head of Administration, Regulatory Reporting & Tax Affairs in his/her capacity as Manager Responsible for preparing the Company's Financial Reports.

⁸ Including Group Risk Takers who do not hold managerial positions (if any).

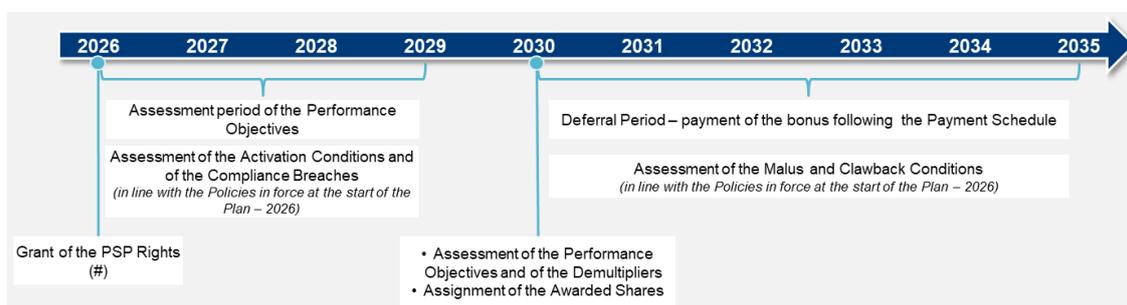
⁹ With regard to the foreign scope, this includes, based on the provisions of the Regulation of the Plan, Group Risk Takers and selected Managers holding specific roles, provided that the allocation of Shares complies with the Remuneration and Incentive Policies of the foreign company to which they belong, as well as managers with Italian contracts who work in foreign companies within the Group.

¹⁰ In principle, in the Group's foreign companies that have achieved outstanding performance over the last three years in terms of at least two among net income, OI and OI/RWA, a greater number of managerial roles are included in the Plan.

¹¹ Considering whether it exceeds the "particularly high" amount or the "materiality threshold" and its incidence on fixed remuneration.

schedules are set out in point 8 below.

Chart 1. PSP 2026-2029 Operating Model



4. Initial Grant

At the start of the Plan - i.e. on the Grant Date - each Manager is granted PSP Rights (so-called Initial Grant).

Each PSP Right will have a value equal to the average market price (so-called normal value) of the Share in the 30 days preceding the Grant Date¹², in line with what is applied in other contexts relating to Remuneration and Incentive Policies (e.g. the normal value is used to determine the reference price for calculating the number of shares to be assigned under the annual incentive system).

The number of PSP Rights to be granted to each Manager is calculated by dividing the value defined according to the parameters illustrated below by the value of the PSP Right.

The value of the PSP Rights granted at the start of the Plan¹³ is determined in accordance with the principles set out in the Remuneration and Incentive Policies in terms of internal equity and external competitiveness of remuneration. In the PSP 2026-2029, the initial awards have been revised compared to the previous plan, taking into account market practices and, in particular for the Managing Director and CEO and the remaining Top Risk Takers in the Business and Governance Functions, pursuing the aim of further strengthening alignment with the long-term interests of shareholders and promoting a sustainable growth¹⁴.

This value is differentiated according to the category to which each Manager belongs on the Grant Date, as follows:

- (i) with regard to managers of the Italian scope, based on their **job title** determined according to the Global Banding model adopted by the Group to evaluate the positions¹⁵, as shown below;
- (ii) with regard to Managers in the foreign scope, depending on the **organisational role** they cover in the foreign company to which they belong¹⁶.

In particular, with regard to Managers in the Italian scope, the value of the PSP Rights initially granted is defined as follows:

- Top Management
 - the Managing Director and CEO and other Top Risk Takers of the Business and Governance Functions: 200% of the fixed remuneration;

¹² Conversely, in the PSP 2022-2025, the value of the PSP Rights consisted of the Fair Value of the Intesa Sanpaolo share on the Grant Date. The change to this item is due to a regulatory clarification received during the accrual period of the PSP2022-2025, according to which reference must be made to the share's market price.

¹³ Pursuant to the Supervisory Provisions, an amount equal to the value of the PSP Rights granted at the start of the Plan is considered in the Bonus Cap (i.e. the ratio between variable and fixed remuneration) based on a linear pro rata criterion in each year of the Plan.

¹⁴ In particular, for these beneficiaries, the initial award was increased from 100% to 200% of the fixed remuneration.

¹⁵ The Intesa Sanpaolo Group's Global Banding model is based on the International Position Evaluation (IPE) methodology developed by a leading consulting firm. According to the Global Banding model, all managerial positions are evaluated and distributed across different levels based on the degree of complexity and responsibilities involved.

¹⁶ As regulated in detail in the Plan Regulation.

- Manager Responsible for preparing the Company’s Financial Reports and Chief People & Culture Officer: 90% of the **Gross Annual Remuneration**;
- Top Risk Takers of the Company Control Functions¹⁷: 50% of the Gross Annual Remuneration;
- *Executive Directors*
 - of the Business and Governance Function: 120% of the fixed remuneration
 - of the Group HR Functions: 70% of the Gross Annual Remuneration;
 - of the Company Control Functions: 40% of the Gross Annual Remuneration;
- *Senior Directors*:
 - of the Business and Governance Function: 80% of the fixed remuneration;
 - of the Group HR Functions¹⁸: 50% of the Gross Annual Remuneration;
 - of the Company Control Functions: 30% of the Gross Annual Remuneration;
- *Head of*¹⁹:
 - the Business and Governance Function: 30% of the fixed remuneration;
 - Head of the Group HR Functions: 30% of the Gross Annual Remuneration;
 - the Company Control Functions: 20% of the Gross Annual Remuneration.

With regard to Managers in the foreign scope, the value of the PSP Rights is defined based on the organisational role, as provided in detail in the Regulation of the Plan and it ranges between a maximum of 100% of the fixed remuneration for roles not belonging to the Company Control Functions and the minimum of 20% of the Gross Annual Remuneration for roles belonging to the latter.

5. Gateway Conditions

For each year of duration of the Plan, this is subject to the achievement of the following Group-level Gateway Conditions set out in the 2026 Remuneration and Incentive Policies.

Group-level conditions	Requirement compared to the Group RAF	<i>Minimum regulatory requirements – less stringent than the Group RAF’s Hard Limits not disclosed to the market – presented for reference purposes only</i> ²⁰
(i) CET 1	≥ “Hard Limits” set by the Group RAF	<i>CET 1 ≥ 9.97% (SREP)</i>
(ii) Leverage Ratio		<i>Leverage Ratio ≥ 3% (CRR)</i>
(iii) MREL		<i>MREL ≥ 25.5% (SRB MREL Joint Decision Letter 2025)²¹</i>
(iv) NSFR		<i>NSFR ≥ 100% (SREP)</i>
(v) LCR (only applicable to the Top Risk Takers)		<i>LCR ≥ 100% (SREP)</i>
(vi) no loss and positive Gross Income ²²		

¹⁷ Including the senior Heads belonging to the Company Control Functions (i.e. Head of Internal Validation & Controls and Head of Anti Financial Crime).

¹⁸ Including the Head of Administrative Governance and Group Controls who, like the Manager Responsible for preparing the Company’s Financial Reports, has a cap on variable remuneration of 60% of the fixed remuneration.

¹⁹ Any Group Risk Takers identified among Professionals are granted a value of Shares equal to 30% of their fixed remuneration / 20% of their Gross Annual Remuneration, depending on whether they belong to, respectively, the Business and Governance Functions or the Company Control Functions – i.e. the same criterion defined for Heads of.

²⁰ The limits shown in the Table are those forecast for 2026, which are currently deemed stable.

²¹ The 2026 regulatory requirement is expected in the second quarter 2026 in the context of the Final SRB MREL Joint Decision Letter 2026.

²² 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.

The Plan is also subject to the achievement of additional Gateway Conditions:

- (i) assessment – at the beginning of the Accrual Period in 2026 and at the end of the Plan – of the results of the ICAAP at Group level;
- (ii) assessment, at the end of the Plan, of the absence of distribution recommendations by the Competent Authorities and European Supervisory Authorities.

Failure to meet the Gateway Conditions may result in a reduction or even cancellation of PSP Rights, as shown below:

- failure to meet any of the Gateway Conditions referred to in points (i), (ii), (iii) and (iv) above will result, for each year of the Plan's duration in which such Gateway Conditions are not met, in a reduction in the PSP Rights that may accrue equal to **25%** for each Gateway Condition not met. Please note that if none of the Gateway Conditions are met during the last year of the Plan, the number of Shares will be reduced to zero;
- failure to meet any of the Gateway Conditions referred to in points (v) and (vi) above will result, for each year of the Plan's duration in which such Gateway Conditions do not occur, in a reduction in the PSP Rights that may accrue equal to 25%;
- the assessment of ICAAP results will take place in 2026 (i.e. at the start of the Plan), in order to ensure that the cost of the Plan does not have a negative impact on the Group's capital strength or on the compliance with the Capital Target. Furthermore, allocation of the Shares is subject to the approval of the ICAAP by the Board of Directors in 2030;
- any recommendations on distributions by the Competent Authorities and European Supervisory Authorities in 2030 may result, depending on the requirements of the Authority, in a potential reduction (down to zero) in the number of Shares.

Chart 2. Gateway Conditions and related reduction percentages

		2026	2027	2028	2029	2030
<ul style="list-style-type: none"> • CET1 • Leverage Ratio • MREL • NSFR 	≥ Group RAF Hard Limit	25%	25%	25%	100%	
					LCR (only applicable to the Top Risk Takers)	25%
no loss and positive Gross Income						
ICAAP assessment						
Assessment of the recommendations on distributions by competent Authorities						0-100%

In addition to the Gateway Conditions described above, the delivery of the Awarded Shares under the PSP 2026-2029 is subject to the absence of Compliance Breaches at an individual level (as described in more detail in paragraph 9 below).

6. Performance Objectives

The Performance Objectives whose level of achievement determines the number of Awarded Shares to Managers on the Award Date differ for the Managers of Business and Governance Functions and those belonging to Company Control Functions (including the Manager Responsible for preparing the Company's Financial Reports).

6.1. Focus on the specific KPIs of the Managing Director and CEO and the remaining Managers of the Business and Governance Functions

The KPIs of the Managing Director and CEO and the remaining Managers of the Business and Governance Functions were identified among those defined in the 2026-2029 Business Plan, according to an approach complementary to those set out in the Performance Scorecard of the annual Incentive

System for the Managing Director and CEO, with a view to differentiating as much as possible the indicators assigned in the two systems, in line with the opinions expressed by Investors.

Furthermore, in line with market best practice and the opinions expressed by Investors, the Group has included the ESG component as a KPI relevant for determining the number of Awarded Shares, superseding the previous configuration in which it acted as a de-multiplier.

2026 annual Incentive System KPI CEO	KPI of the 2026-2029 Performance Share Plan
Operating Income/Average Risk Weighted Assets	
Group Net income	Return on Equity
Group Cost/Income ratio	Sustainable Lending
Capital adequacy monitoring (i.e. Leverage Ratio)	
ESG	
Group Digital Transformation	

The KPI **Operating Income/Average Risk Weighted Assets (OI/ Average RWA)**, the only indicator taken from the previous PSP 2022-2025, assuming significant strategic importance for achieving the objectives of the 2026-2029 Business Plan, is also assigned within the scope of the CEO's 2026 Annual Incentive System. Indeed, this indicator makes it possible to incentivise sustainable profitability, particularly through growth in commissions, an objective that remains pivotal in the 2026-2029 Business Plan, while monitoring the capital absorbed. Similarly, the **Return on Equity (RoE)** target supports growth in profit by ensuring that the cost of risk is kept under control.

Instead, **Sustainable Lending**, in line with ISP's mission and the ESG commitments of the 2026-2029 Business Plan, represents a comprehensive indicator of the three dimensions of Environmental, Social and Governance, since the purposes of lending transactions are classified according to the sustainability principles of the Loan Market Association. The target, measured as the ratio between the flow of new sustainable lending disbursed between 2026 and 2029 and the total flow of new medium/long-term lending disbursed over the four-year period, is relevant both in terms of the Bank's strategy and from a market perspective. It is published and monitored over time, calculated based on pre-established criteria and subject to assurance analysis.

*The Group has decided **not to include market indicators**, as there are already a host of mechanisms in place within the Remuneration and Incentive Policies which, by linking Managers' remuneration to the performance of ISP shares, ensure that their interests are aligned with those of shareholders in the long term. In fact, the payment of bonuses deriving from future annual Incentive Systems as well as the PSP 2022-2025 is made, respectively, partly or entirely in shares; in addition, there are the outstanding compensation packages in shares already held by Managers deriving from the annual Incentive Systems of previous years.*

With particular reference to the Total Shareholder Return ("TSR"), it should be noted that this would be an indicator whose underlying values ([share price at the end of the period – share price at the beginning of the period + dividends paid during the period] / price at the beginning of the period) are already reflected in the operating mechanism of an LTI plan, such as this Plan, which includes:

- *the assignment of the right to accrue a certain number of shares valued at the market price of the ISP share at the beginning of the period, and*
- *payment of the accrued bonus entirely in shares valued at the market price of ISP share at the end of the period.*

As a matter of fact, based on this approach, it is already in the Manager's interest to ensure that the price at the end of the period is as high as possible compared to the price at the beginning of the period, thus maximising the value of the bonus.

Furthermore, this decision is in line with the very nature of the PSP 2026-2029. Indeed:

- *international peers that adopt the TSR or market indicators in their long-term incentive systems generally use rolling plans, which allow the initial share price to be updated annually, reflecting current market trends and mitigating the effects of volatility. However, this mechanism is not applicable to a "closed" plan such as the ISP plan launched every four years;*
- *since this is a long-term incentive plan linked to the four-year 2026-2029 Business Plan, it is considered more appropriate to make it conditional upon the management achieving the strategic objectives. In other words, while rolling plans are linked to contingent objectives defined annually, the closed plan is based on the KPIs of the business plan.*

6.1.1. Pay-for-performance Curve

For each KPI a pay-for-performance curve is defined, identifying “threshold”; “target” (equal to the objective set in the 2026-2029 Business Plan) and “overtarget” performance levels, each corresponding to the accrual of a certain number of Shares.

The level of achievement of the Performance Objectives will be assessed by the Board of Directors in 2030, at the end of the 2026-2029 Business Plan, using linear interpolation within a range that includes the threshold, target and overtarget levels.

It should be noted that, in any case, the total amount of Awarded Shares at the end of the Accrual Period (2029) may not exceed 100% of the Shares that can be accrued if the target level for each KPI is achieved. In other words, the accrual of a number of Shares exceeding the target for a given KPI, in the event of performance exceeding the target, is permitted only if the performance of another KPI is below the respective target, in which case the corresponding Shares will not be assigned.

In this regard, it should be noted that the regulatory framework applicable to the banking sector in the European Union significantly limits incentive levers, providing for a specific cap on variable remuneration in relation to fixed remuneration (so-called Bonus Cap). This approach differs from that of legal systems such as those in the UK and Switzerland and poses significant challenges in terms of attracting and retaining key resources such as the beneficiaries of the Plan. In this context, it is considered appropriate to provide for the possibility of rewarding management for exceeding a target in the event of failure to achieve the target level of another, in the context, in any case, of challenging threshold and over-target levels (see below). This is particularly important in light of the “closed” nature of Intesa Sanpaolo’s Plan, launched every four years. In fact, in the absence of a mechanism to balance the various KPIs in the Plan, the management would be affected twice: on the one hand, due to the reduction in the maximum bonus that can be accrued under the annual Incentive System (resulting from the impact on the so-called Bonus Cap of the potential LTI bonus that can be earned at the end of the Plan²³), on the other hand, due to the impossibility of accruing 100% of the PSP Rights granted (calculated, as mentioned, in the annual Bonus Cap) even in the presence of results exceeding those forecast in the Business Plan.

The pay-for-performance curves identified for each KPI are shown below.

Managing Director and CEO, the remaining Group Top Risk Takers, the other Group Risk Takers and Managers of Business and Governance			
KPI	threshold	target*	overtarget
OI/average RWA	9.15%	9.3%	9.38%
<i>% accruable PSP Rights</i>	20%	40%	50%
RoE	20%	22%	23%
<i>% accruable PSP Rights</i>	20%	40%	50%
Sustainable Lending	29%	30%	31%
<i>% accruable PSP Rights</i>	10%	20%	30%

* The target levels are those set in the Business Plan for 2029

In particular, it should be noted that:

- For the **OI/average RWA** and **RoE** KPIs, the number of rights awarded upon achievement of the threshold level is equal to 50% of those awarded at the target level, while at the overtarget level the number of rights awarded is equal to 125% of those awarded at the target level. The overtarget level of performance was set as 50% of the distance between target and threshold. The OI/average RWA KPI is measured as the ratio between OI as at 31/12/2029 and the average of RWAs as at 31/12/2028 and those as at 31/12/2029. For the RoE KPI the measurement is at 31 December 2029.
- for the **Sustainable Lending** KPI, the number of rights awarded upon achievement of the

²³ In accordance with Supervisory Provisions, an amount equal to the value of the PSP Rights assigned at the start of the Plan is calculated in the Bonus Cap (i.e. the limit on the ratio between variable and fixed remuneration) according to a straight-line *pro rata* criterion in each year of the Plan’s duration.

threshold level is equal to 50% of those awarded at the target level, while at the overtarget level the number of rights awarded is equal to 150% of those awarded at the target level. It is calculated as the ratio between the flow of new sustainable lending disbursed between 2026 and 2029 and the total flow of new medium-long term lending disbursed over the four-year period, thus representing the cumulated data over the period of the Plan; taking this into account, the overtarget is equal to the distance between target and threshold.

6.2. Focus on the specific KPI of the Managers of the Company Control Functions²⁴

For Managers of Company Control Functions, in accordance with applicable regulations, the following specific indicator is required: **Quality of operation and effectiveness of action.**

This KPI allows the robust nature of the internal control system to be measured during the Accrual Period, focusing management's attention on the ability to promptly identify and manage emerging risks and on the team performance of the Company Control Functions in terms of achieving the strategic priorities and/or characteristics of each function identified each year.

The process for the assessment of this KPI is carried out by the Board of Directors – upon the Chair's proposal – taking into account the evaluation expressed by the Management Control Committee and the Risks and Sustainability Committee's, each within its own remit, based on the criteria shown in the table below. The percentage of PSP Rights that can be accrued depends on the degree to which these criteria are met, as detailed herein.

	threshold	target
<p>Quality of operation and effectiveness of Company Control Functions action in terms of:</p> <ul style="list-style-type: none"> accuracy and reliability of the integrated documentation required by the internal control system as part of the activities of the Group Control Coordination and Non-Financial Risks Committee and submitted to the BoD ability to promptly identify and manage emerging risks²⁵ as represented in the documents submitted to the BoD ability to oversee key activities, initiatives and projects in each function 	<p>The documents submitted by CCFs to the BoD are accurate and their contents are complete</p>	<p>In addition to the threshold level:</p> <ul style="list-style-type: none"> the emerging risks were promptly reported in documents and managed appropriately the Performance Scorecard trend over the 2026-2029 Plan for Top Risk Takers of the CCFs (i.e. the average of the average annual Performance Scorecard scores for Top Risk Takers of the CCFs over the period of the Plan) is greater than 100%
<i>% of accruable PSP Rights</i>	50%	100%

6.3. De-multipliers

The PSP 2026-2029 includes correction mechanisms that act as De-multipliers of the Awarded Shares to each Manager, depending on the achievement of the relevant Performance Objectives.

These are:

- (i) Capital Target (CET 1), for Managers belonging to Business and Governance Functions; and
- (ii) Capital Level (CET 1) and Liquidity Level (NSFR) for Managers of Company Control Functions.

²⁴ This KPI also applies to the Manager Responsible for preparing the Company's Financial Reports. Limited to this paragraph and paragraph 6.3.2 on De-multipliers, therefore, the reference to "Company Control Functions" should also be understood as including the Manager Responsible for preparing the Company's Financial Reports.

²⁵ Both risks linked to the changing situation – such as, for example, among those currently known, geopolitical risks, technological risks (AI, digital assets, third parties, etc.), ESG risks – and those relating to more traditional operations (credit, liquidity, etc.) are considered emerging risks. In any case, those risks that become relevant in this regard during the Plan will be considered.

6.3.1. The Capital Target (CET 1) for Business and Governance Functions

The Capital Target De-multiplier, applicable to Business and Governance Functions, has been confirmed with respect to the previous PSP 2022-2025, as it strengthens the link between the Plan and the Bank's capital base, as required by the Authority.

It consists of maintaining, in each year of the Plan, a level of **CET 1 > 12.5%** - i.e. the target defined in the 2026-2029 Business Plan (i.e. for each year of the Plan's duration).

Failure to reach the Capital Target acts as a De-multiplier, reducing the number of Awarded Shares by **10%** for each year that the above-mentioned level is not met (up to a maximum of **40%** over the entire Accrual Period).

6.3.2. Capital Level (CET 1) and Liquidity Level (NSFR) for Company Control Functions and the Manager Responsible for preparing the Company's Financial Reports

In line with the De-multiplier envisaged for Managers of Business and Governance Functions, corrective mechanisms are also envisaged for Company Control Functions and the Manager Responsible for preparing the Company's Financial Reports. These mechanisms establish a **link** between the Awarded Shares and the **main metrics** relating to **capital** and **liquidity**, which are jointly monitored by the Company Control Functions and the Manager Responsible for preparing the Company's Financial Reports.

In particular, for these Managers, the Early Warning limits established in the RAF for CET 1 and NSFR must be complied with in each year of the Plan.

Failure to meet this KPI acts as a De-multiplier, reducing the number of Awarded Shares by **2.5%** for each year that the threshold for each indicator is not met (up to a maximum of **20%** over the entire Accrual Period).

7. Payment Schedules

The Payment Schedules (i.e. the accrual and payment schedules) of the Awarded Shares were defined in accordance with the 2026 Remuneration and Incentive Policies and with the Supervisory Provisions, differentiated according to the category of personnel (Top Risk Takers, other Risk Takers, remaining Managers) and the amount of total variable remuneration (considering whether it is higher than, equal to or lower than the "particularly high" amount²⁶ or the "materiality threshold"²⁷) and its incidence on fixed remuneration (higher than or equal to/lower than 100%).

As mentioned, the PSP 2026-2029 is paid entirely in Shares²⁸.

The Payment Schedules are shown below²⁹.

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

1. Schedule 1: if the total variable remuneration **exceeds 100% of the fixed remuneration**, 40% will be paid up-front (20% in ISP shares not subject to a retention period and 20% in ISP shares subject

²⁶ As defined in the 2029 Remuneration and Incentive Policies. To date, according to the 2026 Remuneration and Incentive Policies, for the three-year period 2025-2027, it amounts to 400,000 euro.

²⁷ As defined in the 2029 Remuneration and Incentive Policies. To date, according to the 2026 Remuneration and Incentive Policies, the materiality threshold is equal to:

- for Risk Takers, in accordance with current legislation, 50,000 euro or one third of total remuneration (with the exception of Risk Takers identified in the Group's AMCs who are not also identified at Group level, for whom the amount is 80,000 euro);
- for the remaining Managers 150,000 euro.

²⁸ With the exception of Managers who, on the Award Date, work in the Group's AMCs, for whom, in accordance with applicable regulations, the Plan will be settled as follows: 50% in Shares and 50% in financial instruments used by the AMC for the recognition of variable remuneration

²⁹ Different payment schedules may be defined in the Group's foreign companies in order to ensure compliance with local regulations.

to a retention period) and 60% (of which 20% in ISP shares not subject to a retention period and 40% in ISP shares subject to a retention period) over a deferral period of 5 years.

The accrual and payment schedule is shown below:

ACCRUAL SCHEDULE	2030	2031	2032	2033	2034	2035
ISP SHARES not subject to a retention period (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
ISP SHARES not subject to a retention period (40%)	20%			4%	4%	12%
ISP SHARES subject to a retention period (60%)		20%	12%	12%	8%	8%

2. Schedule 2: if the total variable remuneration **equal to or lower than 100% of the fixed remuneration**, 40% will be paid up-front (20% in ISP shares not subject to a retention period and 20% in ISP shares subject to a retention period) and 60% (of which 25% in ISP shares not subject to a retention period and 35% in ISP shares subject to a retention period) over a deferral period of 5 years.

The accrual and payment schedule is shown below:

ACCRUAL SCHEDULE	2030	2031	2032	2033	2034	2035
ISP SHARES not subject to a retention period (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
ISP SHARES not subject to a retention period (45%)	20%		4%	4%	5%	12%
ISP SHARES subject to a retention period (55%)		20%	12%	8%	8%	7%

Top Risk Takers of the Sub-consolidating Groups and of the Legal Entities

3. Schedule 3: if the total variable remuneration **exceeds 100% of the fixed remuneration**, 50% will be paid up-front (25% in ISP shares not subject to a retention period and 25% in ISP shares subject to a retention period) and 50% (of which 15% in ISP shares not subject to a retention period and 35% in ISP shares subject to a retention period) over a deferral period of 5 years.

The accrual and payment schedule is shown below:

ACCRUAL SCHEDULE	2030	2031	2032	2033	2034	2035
ISP SHARES not subject to a retention period (40%)	25%				5%	10%
ISP SHARES subject to a retention period (60%)	25%	10%	10%	10%	5%	

PAYMENT SCHEDULE	2030	2031	2032	2033	2034	2035
ISP SHARES not subject to a retention period (40%)	25%				5%	10%
ISP SHARES subject to a retention period (60%)		25%	10%	10%	10%	5%

4. **Schedule 4:** if the total variable remuneration is **equal to or lower than 100% of the fixed remuneration**, 60% will be paid up-front (30% in ISP shares not subject to a retention period and 30% in ISP shares subject to a retention period) and 40% (of which 15% in ISP shares not subject to a retention period and 25% in ISP shares subject to a retention period) over a deferral period of 5 years.

The accrual and payment schedule is shown below:

ACCRUAL SCHEDULE	2030	2031	2032	2033	2034	2035
ISP SHARES not subject to a retention period (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
ISP SHARES not subject to a retention period (45%)	30%			3%	4%	8%
ISP SHARES subject to a retention period (55%)		30%	8%	8%	5%	4%

Other Risk Takers

5. **Schedule 5:** if the total variable remuneration **exceeds the materiality threshold and 100% of the fixed remuneration**, 50% will be paid up-front (25% in ISP shares not subject to a retention period and 25% in ISP shares subject to a retention period) and 50% (of which 25% in ISP shares not subject to a retention period and 25% in ISP shares subject to a retention period) over a deferral period of 4 years.

The accrual and payment schedule is shown below:

ACCRUAL SCHEDULE	2030	2031	2032	2033	2034
ISP SHARES not subject to a retention period (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
ISP SHARES not subject to a retention period (50%)	25%		6.25%	6.25%	12.5%
ISP SHARES subject to a retention period (50%)		25%	12.5%	6.25%	6.25%

6. **Schedule 6:** if the total variable remuneration **exceeds the materiality threshold but equal to or lower than 100% of the fixed remuneration**, 60% will be paid up-front (30% in ISP shares not subject to a retention period and 30% in ISP shares subject to a retention period) and 40% (of which 20% in ISP shares not subject to a retention period and 20% in ISP shares subject to a retention period) over a deferral period of 4 years.

The accrual and payment schedule is shown below:

ACCRUAL SCHEDULE	2030	2031	2032	2033	2034
ISP SHARES not subject to a retention period (50%)	30%		5%	5%	10%
ISP SHARES subject to a retention period (50%)	30%	10%	5%	5%	

PAYMENT SCHEDULE	2030	2031	2032	2033	2034
ISP SHARES not subject to a retention period (50%)	30%		5%	5%	10%
ISP SHARES subject to a retention period (50%)		30%	10%	5%	5%

Remaining Managers

7. **Schedule 7:** if the total variable remuneration **exceeds the materiality threshold and 100% of the fixed remuneration**, 60% of the payment will be up-front ((30% in ISP shares not subject to a retention period and 30% in ISP shares subject to a retention period) and 40% (of which 20% in ISP shares not subject to a retention period and 20% in ISP shares subject to a retention period) on a deferral time horizon of 3 years.

The accrual and payment schedule is shown below:

ACCRUAL SCHEDULE	2030	2031	2032	2033
ISP SHARES not subject to a retention period (50%)	30%		7%	13%
ISP SHARES subject to a retention period (50%)	30%	13%	7%	

PAYMENT SCHEDULE	2030	2031	2032	2033
ISP SHARES not subject to a retention period (50%)	30%		7%	13%
ISP SHARES subject to a retention period (50%)		30%	13%	7%

8. **Schedule 8:** in all other cases, the payment will be entirely in ISP Shares not subject to a retention period, 60% of the payment will be up-front and 40% will be deferred over a period of two years.

The accrual and payment schedule is shown below:

ACCRUAL SCHEDULE	2030	2031	2032
ISP SHARES not subject to a retention period (100%)	60%	20%	20%

PAYMENT SCHEDULE	2030	2031	2032
ISP SHARES not subject to a retention period (100%)	60%	20%	20%

8. Malus conditions

The grant of the Deferred Portions is subject to Malus Conditions symmetrical to the Gateway Conditions, as well as assessment of the absence of Compliance Breaches on an individual basis (see paragraph 9). Furthermore, termination of the employment relationship (see paragraph 10) may also have an impact on Deferred Portions.

Deferred Portions accruing in a given year are subject to assessment of the following conditions:

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 ³⁰
(i) CET 1	≥ “Hard Limits” set by the Group RAF	CET 1 ≥ 9.97% (SREP)
(ii) Leverage Ratio		Leverage Ratio ≥ 3% (CRR)

³⁰ The limits shown in the Table are those forecast for 2026, which are currently deemed stable.

(iii) MREL		MREL \geq 25.5% (SRB MREL JD Letter 2025) ³¹
(iv) NSFR		NSFR \geq 100% (SREP)
(v) LCR (only applicable to the Top Risk Takers)		LCR \geq 100% (SREP)
(vi) no loss and positive Gross Income ³²		

Moreover:

- (i) approval by the BoD of the ICAAP in the year in which it accrues;
- (ii) recommendations on distributions by the Competent Authorities and European Supervisory Authorities.

Failure to meet the above conditions may result in a reduction or even cancellation of the Deferred Portions. More specifically:

- failure to maintain any of the conditions (i), (ii), (iii), (iv) will result in the loss of the Deferred Portion to be paid in the financial year in which these conditions are not assessed;
- failure to maintain one of the conditions (v) and (vi) will result in a 50% reduction in the Deferred Portion to be paid in the financial year in which these conditions are not assessed;
- with reference to the assessment of ICAAP results: granting the individual Deferred Portion is subject to the annual approval of the ICAAP by the Board of Directors in the financial year in which such Portion is to be paid;
- any recommendations on distributions by the Competent Authorities and European Supervisory Authorities may result, depending on the requirements of the Authority, in a potential reduction (down to zero) in the Deferred Portions.

Chart 3 – Malus conditions and related reduction percentages

		% reduction in the portion of deferred shares accruing during the payment period
<ul style="list-style-type: none"> • CET1 • Leverage Ratio • MREL • NSFR 	\geq Group RAF Hard Limit	100%
LCR (only applicable to the Top Risk Takers)		50%
No loss and Positive Gross Income		
Assessment of ICAAP		
Assessment of distribution recommendations by the Competent Authorities		0-100%

9. Compliance Breach and Clawback

The accrual of PSP Rights is subject to confirmation that, during the Accrual Period, no Compliance Breach occurred with respect to each Manager, as established in the 2026 Remuneration and Incentive Policies³³, i.e.:

- disciplinary measures involving suspension from service and remuneration for a period equal to

³¹ The 2026 regulatory requirement is expected in the second quarter 2026 in the context of the Final SRB MREL Joint Decision Letter 2026.

³² 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.

³³ Specific Compliance Breaches are provided for in the Remuneration and Incentive Policies of Insurance and Asset Management Companies, in compliance with sector regulations.

or greater than one day, including as a result of serious findings received from the Company Control Functions;

- breaches specifically sanctioned by the Supervisory Authorities of the obligations as per Article 26 of the Consolidated Law on Banking regarding the requirements of professionalism, integrity and independence or Article 53, paragraph 4, of the Consolidated Law on Banking and following on the matter of transactions with related parties and of the obligations regarding remuneration and incentives referred to in European regulations (CRD), if involving a penalty of an amount equal to or greater than 30,000 euro;
- behaviour non-compliant with the legal and regulatory provisions, Articles of Association or any codes of ethics and conduct established ex ante by the Group or relevant company and from which a “significant loss” derived for the company or the customer.

Upon the occurrence of a Compliance Breach, the Manager will forfeit all rights relating to the PSP 2026-2029.

It should also be noted that the same Clawback mechanisms provided for in the 2026 Remuneration and Incentive Policies are extended and applied within the scope of the PSP 2026-2029³⁴.

10. Termination of the employment relationship

Participation in the Plan is subject to the existence and maintenance of an employment relationship with ISP or a Group company throughout the Accrual Period.

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

- forfeiture of any rights connected with the PSP 2026-2029 in the event of resignation, dismissal for cause or justified reason, mutual termination of the employment relationship (unless this constitutes a case of good leaver as described below) and all cases other than good leaver cases (so-called “bad leaver” cases);
- payment at the end of the Plan³⁵ of a number of PSP Rights calculated on a pro rata basis, in the event of³⁶: termination of employment relationship due to the fulfilment of direct pension requirements or, only for Italian Managers, through access to the Solidarity Fund; death of the Manager or permanent disability or illness resulting in the termination of the relationship; mutual termination of the employment relationship in the event that: (i) this results from the elimination of the position; or (ii) the employee has contributed positively to the achievement of the objectives of the 2026-2029 Business Plan³⁷; transfer of the business line or of the subsidiary where the manager is employed to third parties, it being understood that in this case the Bank reserves the right to grant Managers 100% of their rights if the Bank retains even a minority stake (so-called “good leaver” cases)³⁸.

³⁴ In particular, the 2026 Remuneration and Incentive Policies state that: “The company reserves the right to activate clawback mechanisms, namely the return of bonuses already paid as required by regulations, also taking into account the legal, contribution and tax profiles on the matter, as part of:

- disciplinary initiatives and provisions envisaged for fraudulent behaviour or gross negligence by personnel;
- violations of the obligations imposed under Article 26 of the Consolidated Law on Banking or, where the entity is a stakeholder, Article 53 paragraphs 4 et seq. of the Consolidated Law on Banking or of remuneration and incentive obligations;
- behaviour non-compliant with the legal and regulatory provisions, Articles of Association or any codes of ethics and conduct established ex ante by the Group or relevant Company and from which a “significant loss” derived for the Company or the customer.

These mechanisms may be applied in the five years following payment of the individual variable remuneration portion (up-front and deferred, if applicable).”

³⁵ In compliance with the Payment Schedules.

³⁶ In the specific case where the position of Managing Director is not renewed, payment will be made on a *pro-rata* basis at the end of the Plan.

³⁷ Meaning that the resource has participated in the Plan for at least one year and received an annual performance scorecard score at least equal to the minimum in each of the performance years prior to termination.

³⁸ In this case, the “on a pro rata basis” for payment purposes will be calculated on the effective date of the transaction.

After the Award Date and during the Deferral Period, the payment of each Deferred Portion is subject to the continuation of the employment relationship at the time of accrual, except as provided for in the Remuneration and Incentive Policies.

11. Extraordinary Events

11.1. Change of control

In the event of substantial changes to the Group's ownership structure as part of transactions – whether hostile or non-hostile – that determine a Change of control, the Plan will be accelerated with the payment, in accordance with the applicable Payment Schedules, of a cash amount determined on a pro-rata basis based on the value of the ISP share at the first market close following public disclosure of the transaction.

11.2. Other Extraordinary Events

In the event of extraordinary events affecting the company and/or the Group and/or the relevant market – including, for example, extraordinary transactions involving the share capital and other transactions involving changes in its composition, the shareholders' equity of the company or the number of underlying instruments, or regulatory changes – the Board of Directors shall have the right to resolve on any amendments and/or supplements to the rules of the Plan that are necessary and/or appropriate to make it consistent with the changed context and/or to manage its impact on Managers, in accordance with the key features of the Plan approved by the Ordinary Shareholders' Meeting and in line with its purposes, including, depending on the case, adjusting the number of PSP Rights or Awarded but not yet delivered Shares, in accordance with the rules commonly accepted by financial market practice and, as far as possible, in line with any adjustments set by Borsa Italiana, and/or the acceleration and payment of bonuses on a pro rata basis. In any case, changes to KPIs, related threshold levels, targets and overtargets, as well as increases in the amount of bonuses accruable, are excluded.

Distinguished Shareholders, you are therefore invited to approve the Long-Term Incentive Plan “2026-2029 Performance Share Plan” for the Management, including the Managing Director and CEO, other Group Top Risk Takers and the remaining Group Risk Takers, of the Italian and foreign scope, conferring to the Board of Directors, with the express power to subdelegate to the Managing Director and CEO and/or heads of the Bank departments 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 the

LONG-TERM INCENTIVE PLAN CALLED “PERFORMANCE SHARE PLAN 2026-2029” FOR
EMPLOYEES IDENTIFIED BELOW AS MANAGERS
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 and supplemented (the “**CLF**”) and Article 84-bis of the Regulation adopted by CONSOB with Resolution no. 11971 of 14 May 1999, as subsequently amended and supplemented (the “**Issuers' Regulation**”) in order to provide the Bank's shareholders and the market with information on the long-term incentive plan called “Performance Share Plan 2026-2029” based on the award of financial instruments, reserved for the Management – including the Managing Director and CEO, other Top Risk Takers and the remaining Group Risk Takers of the Intesa Sanpaolo Group, of the Italian and foreign scope (“**PSP 2026-2029**”).

The Information Document is available to the public at the registered office of Intesa Sanpaolo, in Piazza San Carlo, 156, Turin, as well as in the authorised storage system (at www.emarketstorage.com) and on the website group.intesasanpaolo.com (section “**Governance**”/“**Shareholders' Meeting**”), where further information can be found.

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

It should be noted that the Ordinary Shareholders' Meeting, called to resolve on the approval of the PSP 2026-2029, has been convened for 30 April 2026 (in a single call).

Definitions

Unless otherwise expressly stated, in this Information Document the following terms, when written with an initial capital letter, have the meanings indicated below. It is also understood that expressions defined in the masculine form will also include the feminine form, and that terms and expressions defined in the singular will also include the plural form.

“ Accrual Period ”	Indicates the period between the Grant Date and the Award Date.
“ Ordinary Shareholders’ Meeting ”	Refers to the ordinary shareholders' meeting of Intesa Sanpaolo convened for 30 April 2026 (in a single call), called to resolve, <i>inter alia</i> , on the 2026-2029 Long-Term Incentive Plans called (i) Performance Share Plan 2026-2029, reserved for the Management – including the Managing Director and CEO, the remaining Group Top Risk Takers and 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) 2026-2029 LECOIP, intended for Professionals (of 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, <i>inter alia</i> , 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 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..
“ Awarded Shares ”	Refers to the number of Shares accrued by each Manager on the Award Date, subject to assessment by the Board of Directors of the Performance Objectives and the possible application of the De-multipliers included in the Plan, as well as the additional conditions

	set out in the Plan.
“Change of control”	With regard to Intesa Sanpaolo, it refers to the acquisition, even indirectly, by a third party of control of the same pursuant to Article 93 of the Consolidated Law on Finance, as amended and supplemented from time to time.
“Clawback”	Refers to the mechanism whereby Intesa Sanpaolo reserves the right to request that Managers return bonuses already paid upon the occurrence of certain conditions expressly provided for in the 2026 Remuneration and Incentive Policies and in the Plan Regulation.
“Italian Civil Code”	Refers to the Italian Civil Code, approved by Royal Decree no. 262 of 16 March 1942, as subsequently amended and supplemented.
“Management Control Committee”	Refers to the committee established within the Board of Directors of Intesa Sanpaolo, which performs the duties assigned to the control body by current legislation.
“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, <i>inter alia</i> , the Supervisory Provisions.
“Risks and Sustainability Committee”	Refers to the committee established within the Board of Directors of Intesa Sanpaolo, which performs assessment and advisory functions in the area of risk management pursuant to, <i>inter alia</i> , the Supervisory Provisions.
“Compliance Breach”	Refers to individual compliance breaches established in the 2026 Remuneration and Incentive Policies, which must be assessed during the Accrual Period, to which the accrual of the Awarded Shares is subject.
“Gateway Conditions”	Refers to the prudential requirements set out in the 2026 Remuneration and Incentive Policies, which must be complied with during the Accrual Period as specified in the text.
“Malus Conditions”	Refers the ex post risk adjustment mechanisms that operate during the Deferral Period and may result in the reduction or elimination of Deferred Portions.
“Board of Directors”	Refers to the Board of Directors of Intesa Sanpaolo, <i>pro-tempore</i> in office.
“CONSOB”	Refers to the National Commission for Companies and the Stock Exchange, with headquarters in Via G.B. Martini, 3, Rome.
“CRD”	Refers to Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013, as subsequently amended and supplemented.

“Grant Date”	Refers to the day after the end of the period of participation in the Plan, as provided for in the Regulation.
“Award Date”	Refers to the date on which the Board of Directors, after assessing the level of achievement of the Performance Objectives and the possible application of the De-multipliers, as well as all other applicable conditions, assesses the number of PSP Rights accrued and, consequently, decides on the number of Awarded Shares in relation to each Manager.
“Manager Responsible for preparing the Company’s Financial Reports”	Refers to the manager responsible for preparing the company's financial reports pursuant to Article 154-bis of the CLF.
“PSP Rights”	Refers to each right granted to Managers, which allows for the accrual of 1 Share, subject to assessment of the degree of achievement of Performance Objectives and the possible application of De-multipliers.
“Supervisory Provisions”	Refers to the provisions on remuneration and incentive policies and practices referred to in Circular 285/2013 of the Bank of Italy.
“Information Document”	Refers to this information document prepared pursuant to Article 84- <i>bis</i> of the Issuers' Regulation and in accordance with the guidelines contained in Schedule 7 of Annex 3A of the Issuers' Regulation.
“EBA”	Refers to the European Banking Authority.
“Company Control Functions”	This refers to the Compliance, Risk Management, Audit, Anti-Money Laundering and Internal Validation functions. With regard to Insurance Companies, this refers to the Key Function Holders that coincide with the Company Control Functions and also include the Actuarial Function.
“Business and Governance Functions”	Refers to functions other than Company Control Functions.
“Global Banding”	Refers to the model for classifying personnel based on the grouping in homogeneous categories of managerial positions that are similar by levels of complexity/responsibility managed, measured using the International Position Evaluation methodology. Within this methodology, organisational positions are distinguished according to the following job titles: Chief, Executive Director, Senior Director and Head of.
“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.
“ICAAP”	Refers to the Internal Capital Adequacy Assessment Process.

“Intesa Sanpaolo”, “ISP” or the “Bank”	Intesa Sanpaolo S.p.A., with registered office in Piazza San Carlo, 156, Turin, Turin Company Register, VAT Reg. no. and Tax ID 00799960158 Parent Company of the Intesa Sanpaolo Banking Group.
“LCR”	Refers to the Liquidity Coverage Ratio.
“LECOIP 2026-2029”	Refers to the Long-Term Incentive Plan called “2026-2029 LECOIP” reserved for Professional employees of the Italian scope.
“Leverage Ratio”	Refers to the leverage ratio.
“Capital Level (CET 1)”	For each year of the Accrual Period, it refers to the compliance with the Early Warning limits established in the RAF for CET 1.
“Liquidity Level (NSFR)”	For each year of the Accrual Period, it refers to the compliance with the Early Warning limits established in the RAF for NSFR.
“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 Group Top Risk Takers and the remaining Group Risk Takers (including those who do not hold managerial positions).
“De-multipliers”	Refers to the adjustment mechanisms provided for in the Plan that act as de-multipliers of the Awarded Shares, depending on the relative level of achievement.
“MREL”	Refers to the minimum amount of own funds and eligible liabilities.
“NSFR”	Refers to the Net Stable Funding Ratio.
“Performance Objectives” or “KPI”	Refers to the performance targets identified by the Board of Directors, with the support of the Remuneration Committee.
“Deferral Period”	Refers to the period during which the Awarded Shares to Managers are subject to deferral mechanisms provided for in the Payment Schedules.
“Retention Period”	Refers to the twelve-month period starting from the end of the Deferral Period for a portion of the Awarded Shares, during which such portion of Shares is subject to restrictions on sale, in accordance with the Payment Schedules provided for in the Plan, in line with the Supervisory Provisions and the Remuneration and Incentive Policies.
“Plan” or “PSP 2026-2029”	Refers to the Long-Term Incentive Plan called “Performance Share Plan 2026-2029” reserved for Managers, the terms and conditions of which are described in this Information Document.
“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
“Deferred Portions”	Refers to the amounts accruing during the Deferral Period, subject to the assessment of the Malus Conditions and any additional applicable conditions.
“RAF”	Refers to the Group Risk Appetite Framework.
“Regulation”	Refers to the Regulation which governs the terms and conditions of the PSP 2026-2029.
“Issuers' Regulation”	Refers to the Regulation adopted by CONSOB with Resolution no. 11971 of 14 May 1999, as subsequently amended and supplemented.
“Risk Takers”	Refers to personnel identified in accordance with the criteria set out in the CRD, Delegated Regulation (EU) no. 923/2021, Supervisory Provisions, and specific rules adopted by the Group.
“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, as better illustrated in the Plan Regulation.
“Consolidated Law on Banking”	Refers to Decree Law no. 385 of 1 September 1993, as subsequently amended and supplemented, containing the consolidated text of the laws on banking and credit.
“CLF”	Refers to Legislative Decree no. 58 of 24 February 1998, as subsequently amended and supplemented, containing the consolidated text of the provisions on financial intermediation.

1. Recipients

The PSP 2026-2029 is reserved for the Management, including the Managing Director and CEO, the remaining Group Top Risk Takers³⁹ and the other Group Risk Takers⁴⁰ – of the Italian and foreign scope⁴¹.

Compared to the previous PSP 2022-2025 Long-Term Incentive Plan, the PSP 2026-2029, with the aim of strengthening the commitment and alignment of all Group personnel, involves a greater number of managers from the foreign scope, particularly from companies that have distinguished themselves in terms of performance over the last three years⁴².

The scope of Managers eligible for the Plan may be extended (or otherwise modified) until 31 December 2026, also allowing Managers hired or appointed after the start of the Plan to participate by that date. In the event of changes to the scope, the number of PSP Rights granted to Managers will be calculated on a pro-rata basis.

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

Among the Managers recipients of the Plan who are members of the Board of Directors, relevance goes to the Managing Director and CEO, Mr Carlo Messina.

It should be noted that, in addition to exercising the managerial duties associated with their role, some Managers hold positions in the management bodies of companies directly or indirectly controlled by Intesa Sanpaolo. Since these individuals are among the potential recipients of the Plan as employees of the Intesa Sanpaolo Group, no nominal indication is provided for the above-mentioned Managers, but reference is made to the information contained in this Information Document.

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 Managing Director and CEO, the Plan is reserved for the Management, including the remaining Group Top Risk Takers as defined above and other Group Risk Takers⁴³ - of the Italian and foreign scope⁴⁴.

The exact list of the recipients is shown in the table in paragraph 4.24 of this Information Document.

³⁹ In particular, as at the date of approval of this document, the cluster of Group Top Risk Takers employees - which 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 – includes: Managing Director and CEO; Head of Wealth Management Divisions, Head of the Private Banking Division, Head of the Asset Management Division, Head of the Insurance Division, Head of the Banca dei Territori Division, Head of the IMI Corporate & Investment Banking Division and the Head of the International Banks Division as well as the Deputy to the Head of the IMI Corporate & Investment Banking Division; Chief Sustainability Officer, Chief Social Impact Officer, Chief Governance, Operating & Transformation Officer, Chief Equity, Legal & M&A Officer, Chief Transformation & Organisation Officer, Chief People & Culture Officer, Chief Data, A.I. and Technology Officer, Chief Cost Management Officer, Chief Financial Officer, Chief Lending Officer, Chief Security Officer, Chief Institutional Affairs & External Communication Officer, Chief Risk Officer, Chief Compliance Officer, Chief Audit Officer as well as the Deputy to the Chief Financial Officer; Head of Administration, Regulatory Reporting & Tax Affairs in his/her capacity as Manager Responsible for preparing the Company's Financial Reports.

⁴⁰ Including Group Risk Takers who do not hold managerial positions (if any).

⁴¹ With regard to the foreign scope, this includes, based on the provisions of the Regulation of the Plan, Group Risk Takers and selected Managers holding specific roles, provided that the allocation of Shares complies with the Remuneration and Incentive Policies of the foreign company to which they belong, as well as managers with Italian contracts who work in foreign companies within the Group.

⁴² In principle, in the Group's foreign companies that have achieved outstanding performance over the last three years in terms of at least two between net income, OI and OI/RWA), a greater number of managerial roles are included in the Plan.

⁴³ Including Group Risk Takers who do not hold managerial positions (if any).

⁴⁴ With regard to the foreign scope, this includes, based on the provisions of the Regulation of the Plan, Group Risk Takers and selected Managers holding specific roles, provided that the allocation of Shares complies with the Remuneration and Incentive Policies of the foreign company to which they belong, as well as managers with Italian contracts who work in foreign companies within the Group.

1.3. Nominal indication of the subjects benefiting from the Plan

(a) *Managing Director, CEO and General Manager of Intesa Sanpaolo*

The position of Managing Director and CEO of the Bank is currently held by Carlo Messina, who also acts as the Bank's General Manager.

(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*

Not applicable.

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

Not applicable.

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*

It should be noted that, in addition to the Managing Director and CEO, 25 other executives of Intesa Sanpaolo are included among the managers covered by the Plan, as they are among those who have the power to make management decisions that may affect the Group's development and future prospects.

(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*

Not applicable.

2. Reasons for adopting the PSP 2026-2029

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

In conjunction with the launch of the 2026-2029 Business Plan, the Bank intends to introduce a long-term incentive scheme for Managers, the PSP 2026-2029, in line with national and international best practices, aimed at:

- enhancing the alignment with the objectives of the 2026-2029 Business Plan;
- guaranteeing a close link between the Bank's performance over time and the long-term variable remuneration of the Managers;
- rewarding the Managers according to the value creation for shareholders;
- steering performance towards long-term sustainability (i.e. ESG).

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

Performance Objectives

The Plan provides for the award of Shares to Managers, subject to meeting the Gateway Conditions and the achievement of specific Performance Objectives, consistent with the 2026-2029 Business Plan, differentiated for Managers belonging to the Business and Governance Functions and those belonging to the Company Control Functions (including the Manager Responsible for preparing the Company's Financial Reports).

In particular:

- a) for the Managers of the Business and Governance Functions, in line with the 2026-2029 Business Plan and with the aim of creating value for shareholders, the following specific Performance Objectives have been identified.

Specifically:

- **Operating Income in relation to the Average Risk Weighted Assets ("OI/Average RWA")**, which is assigned a weight equal to **40%**;
- **RoE**, which is assigned a weight equal to **40%**;
- **Sustainable Lending**, which is assigned a weight equal to **20%**.

The target values are defined in the 2026-2029 Business Plan for 2029.

It should be noted that, if the target level for each of the Performance Objectives is achieved, on the Award Date (i.e. at the end of the Plan) the number of Awarded Shares will be equal to the amount of PSP Rights initially assigned, taking into account the possible application of the De-multipliers provided for in the Plan. In other words, the only case where it is possible to accrue a number of Shares higher than that envisaged at target for a given KPI whose performance is higher than the target is if the performance of another KPI is lower than the respective target, since this does not determine the assignment of Shares corresponding to its target.

- b) regarding the Managers of the Company Control Functions and the Manager Responsible for preparing the Company's Financial Reports, in line with the applicable regulations, a specific KPI is provided (i.e. **Quality of operation and effectiveness of the action**), which allows the robust nature of the control system to be measured during the Accrual Period, focusing management's attention on the ability to promptly identify and manage emerging risks and on the team performance of the Company Control Functions and the Manager Responsible for

preparing the Company's Financial Reports in terms of achieving the strategic priorities and/or characteristics of each function identified each year.

The process for the assessment of this KPI is carried out by the Board of Directors – upon the Chair's proposal – taking into account the evaluation expressed by the Management Control Committee and the Risks and Sustainability Committee's, each within its own remit, based on specific predefined criteria.

De-multipliers

It should be noted that, regardless of the level to which the Performance Objectives are achieved, the number of Awarded Shares is subject to the application of the De-multipliers described below.

In particular:

(i) for the Managers of the Business and Governance Functions: Capital Target

This De-multiplier consists of maintaining, in each year of the Plan, a **CET 1** level **> 12.5%** - i.e. the target defined in the 2026-2029 Business Plan (i.e. for each year of the Plan's duration).

Failure to reach this Target Capital acts as a De-multiplier, reducing the number of Awarded Shares by 10% for each year that the above-mentioned level is not reached (up to a maximum of 40% over the entire Accrual Period).

(ii) for the Company Control Functions and Manager Responsible for preparing the Company's Financial Reports

In line with the De-multiplier envisaged for Managers of Business and Governance Functions, corrective mechanisms are also envisaged for Company Control Functions and the Manager Responsible for preparing the Company's Financial Reports. These mechanisms establish a **link** between the Awarded Shares and the **main metrics** relating to **capital** and **liquidity**, which are jointly monitored by the Company Control Functions and the Manager Responsible for preparing the Company's Financial Reports.

In particular, for these Managers, the Early Warning limits established in the RAF for CET 1 and NSFR must be complied with in each year of the Plan.

Failure to meet this KPI acts as a De-multiplier, reducing the number of Awarded Shares by **2.5%** for each year that the threshold for each indicator is not met (up to a maximum of **20%** over the entire Accrual Period).

2.2.1. Additional Information

Gateway Conditions

For each year of the Plan's duration, it is subject to the assessment of the Group-level Gateway Conditions in line with the requirements of current applicable legislation as set out in the 2026 Remuneration and Incentive Policies.

These conditions are as follows:

- *Maintaining capital adequacy levels in terms of*
 - CET 1
 - Leverage Ratio
 - MREL
 - Assessment of the ICAAP outcome and any recommendations from the competent authorities and European supervisory authorities
- Maintaining adequate liquidity levels in terms of NSFR and, only for Top Risk Takers, also in terms of LCR

- no loss and positive Gross Income;

Failure to meet the Gateway Conditions may result in a reduction or even cancellation of Awarded Shares.

Compliance Breach

The Plan is subject to assessment of the absence of individual Compliance Breaches, in line with the 2026 Remuneration and Incentive Policies⁴⁵, i.e.:

- disciplinary measures involving 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 Company Control Functions;
- breaches specifically sanctioned by the Supervisory Authorities of the obligations as per Article 26 of the Consolidated Law on Banking regarding the requirements of professionalism, integrity and independence or Article 53, paragraph 4, of the Consolidated Law on Banking and following on the matter of transactions with related parties and of the obligations regarding remuneration and incentives referred to in European regulations (CRD), if involving a penalty of an amount equal to or greater than 30,000 euro;
- behaviour non-compliant with the legal and regulatory provisions, Articles of Association or any codes of ethics and conduct established ex ante by the Group or relevant company and from which a “significant loss” derived for the company or the customer.

If a Compliance Breach is ascertained the Manager will lose all rights under the Plan.

Malus Conditions

Finally, according to the Plan, the granting of the Deferred Portions, during the Deferral Period, is subject to Malus Conditions symmetrical to the Gateway Conditions, as well as assessment of the absence of Compliance Breaches on an individual basis. Furthermore, termination of employment relationship (see paragraph 4.8 below) may also have an impact on Deferred Portions.

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 PSP Rights is differentiated based on the following criteria:

- with regard to Managers of the Italian scope, depending on their job title within the Global Banding system and whether they belong to the Business and Governance Functions or the Company Control Functions;
- with regard to Managers of the foreign scope, based on the professional role they hold in their respective foreign banks.

Each PSP Right will have a value equal to the average market price of the Shares in the 30 days preceding the Grant Date (so-called normal value).

The number of Awarded Shares to each Manager on the Award Date will depend on the fulfilment of the Gateway Conditions, the level of achievement of the Performance Objectives and the possible application of the De-multipliers provided for in the Plan.

2.3.1 Additional information

Please refer to paragraph 2.3 above.

2.4. The reasons underlying any decision to award remuneration plans based on financial instruments

⁴⁵ Specific Compliance Breaches are provided for in the Remuneration and Incentive Policies of Insurance and Asset Management Companies, in compliance with sector regulations.

not issued by Intesa Sanpaolo

Not applicable.

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

With regard to accounting, the Plan is presented in Intesa Sanpaolo's Consolidated Financial Statements as an equity-settled plan in accordance with IFRS 2.

The cost of the Plan, so defined, is attributed to the income statement (as labour costs) pro rata temporis along the Accrual Period, as a balancing entry for a specific shareholders' equity reserve.

Upon the occurrence of the events provided for in the Plan that result in the loss for Managers of the rights associated with the Plan (i.e. failure to achieve Performance Objectives, failure to meet the Gateway Conditions and termination of employment relationship), the Bank, if it becomes necessary to adjust the estimate previously made, will redetermine the cost of the Plan, with a corresponding adjustment to shareholders' equity.

2.6. Any support for the Plan from the Special Fund for the Promotion of Worker Participation in Companies, referred to in Article 4, paragraph 112, of Law no. 350 of 24 December 2003

With reference to the Plan, no support is provided by the Special Fund for the Promotion of Worker Participation in Companies, referred to in Article 4, paragraph 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 of Intesa Sanpaolo on 30 April 2026 (in a single call). The Extraordinary Shareholders' Meeting will also resolve on a free capital increase pursuant to Article 2349, paragraph 1, of the Italian Civil Code, in service of the Plan, and the related delegation, pursuant to Article 2443 of the Italian Civil Code, to the Board of Directors, so that it may implement 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

Without prejudice to the provisions of paragraph 4.9 below, no further procedures are envisaged 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 Awarded Shares will result from a free capital increase through granting profits to employees pursuant to Article 2349, first paragraph, of the Italian Civil Code.

The procedures for allocating the Shares are described in greater detail in point 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

The Board of Directors, subject to the positive opinion of the Remuneration Committee, proposes that the Ordinary Shareholders' Meeting adopt the resolution relating to the Plan.

As mentioned, the Managing Director and CEO is a beneficiary of the Plan. In this regard, internal procedures require the Board of Directors to give final approval to the proposal relating to the Plan in the context of the Remuneration and Incentive Policies, as well as to monitor its implementation. Decisions relating to the Plan have been and will continue to be taken by the Board of Directors in full compliance with applicable laws and regulations.

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, with the support of the Remuneration Committee on 9 March 2026, and with the favourable opinion of the Risks and Sustainability Committee on 29 January 2026, was approved by the Board of Directors on 13 March 2026 and submitted, within the limits of its competence, to a vote by the Ordinary Shareholders' Meeting 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 equal to EUR 5.0977 on 9 March 2026 and EUR 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 Plan's entire implementation phase will be carried out in full compliance with the disclosure obligations incumbent on the Bank under applicable laws and regulations, in order to ensure transparency and equal access to information for the market, as well as in compliance with the procedures adopted by Intesa Sanpaolo.

4. Characteristics of financial instruments to be assigned

4.1 Description of the structure of the Plan

The PSP 2026-2029 is a long-term incentive plan that involves: (i) at the start of the Plan, granting a certain number of PSP Rights to Managers; (ii) at the end of the Plan, awarding a corresponding number of Shares (so-called Awarded Shares) in compliance with all the terms and conditions set out in the Regulation.

More specifically, on the Award Date, the Board of Directors will determine the number of PSP Rights accrued and, therefore, the corresponding number of Shares attributable to each Manager (so-called Awarded Shares), taking into account the weight of each Performance Objective and the De-multipliers provided for in the Plan.

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

The implementation period of the Plan will be defined following the shareholders' meeting resolution approving the aforementioned Plan.

4.3 The end of the Plan

The Plan's time frame is about 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

The maximum number of PSP Rights that may accrue will depend on the average market price (so-called normal value) of the Shares in the 30 days preceding the Grant Date.

The maximum number of Awarded Shares to each Manager will depend on compliance with the Gateway Conditions, the level of achievement of the Performance Objectives and the possible application of the De-multipliers provided for in the Plan.

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 Plan is subject to the assessment, during the Accrual Period, of Gateway Conditions (as indicated in paragraph 2.2.1), in line with the requirements of current applicable regulation and the achievement of Performance Objectives consistent with the 2026-2029 Business Plan. The Plan also includes De-multipliers, described in detail in paragraph 2.2 above.

The Plan also includes a Clawback clause in line with the provisions of the Remuneration and Incentive Policies, whereby ISP, taking into account the relevant legal, social security and tax aspects, will be entitled to request Managers to return bonuses already paid, within the scope of:

- disciplinary initiatives and provisions envisaged for fraudulent behaviour or gross negligence by personnel;
- violations of the obligations imposed under Article 26 of the Consolidated Law on Banking or, where the person is an interested party, Article 53 paragraphs 4 et seq. of the Consolidated Law on Banking or of remuneration and incentive obligations;
- behaviour that is non-compliant with the legal and regulatory provisions, Articles of Association or any codes of ethics and conduct established ex ante by the Group and from which a "significant loss" derived for the Bank or the customer.

The Clawback mechanism may be applied within five years of the payment of each Deferred Portion.

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

At least 50% of the Awarded Shares on the Award Date to each Manager identified as a Risk Taker is subject to a Retention Period, in accordance with specific Payment Schedules, defined in line with applicable regulations and the 2026 Remuneration and Incentive Policies.

The Awarded Shares subject to retention may not be transferred and/or sold for a period of 12 months starting from the end of the Deferral Period for each portion – upfront or deferred – of the same, according to the aforementioned Payment Schedules.

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.

Pursuant to the current Remuneration and Incentive Policies and the Group Code of Conduct, and in accordance with regulatory provisions, Managers are prohibited from trading in derivatives and, in any case, from engaging in transactions and/or operational strategies that are highly speculative in nature. Consequently, Managers 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

Participation in the Plan is subject to the existence and maintenance of an employment relationship with ISP or a Group company throughout the Accrual Period.

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

- (i) forfeiture of any rights connected with the PSP 2026-2029 in the event of resignation, dismissal for cause or justified reason, mutual termination of the employment relationship (unless this constitutes a case of good leaver as described below) and all cases other than good leaver cases (so-called “bad leaver” cases);
- (ii) payment at the end of the Plan⁴⁶ of a number of PSP Rights calculated on a pro rata basis, in the event of⁴⁷: termination of employment relationship due to the fulfilment of direct pension requirements or, only for Italian Managers, through access to the Solidarity Fund; death of the Manager or permanent disability or illness resulting in the termination of the relationship; mutual termination of the employment relationship in the event that: (i) this results from the elimination of the position; or (ii) the employee has contributed positively to the achievement of the objectives of the 2026-2029 Business Plan⁴⁸; transfer of the business line or of the subsidiary where the manager is employed to third parties, it being understood that in this case the Bank reserves the right to grant Managers 100% of their rights if the Bank retains even a minority stake (so-called “good leaver” cases)⁴⁹.

4.9 Indication of other possible causes for cancellation of the Plan

In the event of substantial changes to the Group's ownership structure as part of transactions – whether hostile or non-hostile – that determine a Change of control, the Plan will be accelerated with the payment, in accordance with the applicable Payment Schedules, of a cash amount determined on a pro-rata basis based on the value of the ISP share at the first market close following public disclosure of the transaction.

⁴⁶ In compliance with the Payment Schedules.

⁴⁷ In the specific case where the position of Managing Director is not renewed, payment will be made on a *pro-rata* basis at the end of the Plan.

⁴⁸ Meaning that the resource has participated in the Plan for at least one year and received an annual performance scorecard score at least equal to the minimum in each of the performance years prior to termination.

⁴⁹ In this case, the “on a pro rata basis” for payment purposes will be calculated on the effective date of the transaction.

In the event of extraordinary events affecting the company and/or the Group and/or the relevant market – including, for example, extraordinary transactions involving the share capital and other transactions involving changes in its composition, the shareholders' equity of the company or the number of underlying instruments, or regulatory changes – the Board of Directors shall have the right to resolve on any amendments and/or supplements to the rules of the Plan that are necessary and/or appropriate to make it consistent with the changed context and/or to manage its impact on Managers, in accordance with the key features of the Plan approved by the Ordinary Shareholders' Meeting and in line with its purposes, including, depending on the case, adjusting the number of PSP Rights or Awarded but not yet delivered Shares, in accordance with the rules commonly accepted by financial market practice and, as far as possible, in line with any adjustments set by Borsa Italiana, and/or the acceleration and payment of bonuses on a pro rata basis. In any case, changes to KPIs, related threshold levels, targets and overtargets, as well as increases in the amount of bonuses accruable, are excluded.

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

Not applicable.

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 at the date of this Information Document, it is possible to estimate a total cost – including indirect costs borne by the employer – for Managers of 200 million euro for the period of the Plan.

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

The overall dilutive effect on ISP's share capital would be approximately 0.34%.

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

Managers will enjoy the property rights relating to the Awarded Shares from the start of the Retention Period (see point 4.6) and the administrative rights from the end of the same.

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

Please refer to paragraph 3.3 of this Information Document above.

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

Name and Surname or Category	Office (only for persons whose name is reported)	CHART 1						
		Financial instruments other than <i>stock options</i>						
		Section 2						
		Newly allocated financial instruments on the basis of the decision: <input checked="" type="checkbox"/> of the Board of Directors' proposed resolution to the Shareholders' Meeting <input type="checkbox"/> of the body competent for the implementation of the Shareholders' Meeting resolution						
Shareholders' Meeting resolution date	Type of financial instrument	No. of financial instruments	Granting date	Purchase price of instruments if any	Market price at granting	Vesting period (1)		
Messina Carlo	Managing Director and CEO	30/04/2026	Free award of Ordinary Intesa Sanpaolo Shares	n.a. (*)	n.a.	n.a.	n.a.	(**)
Key Managers (1)		30/04/2026	Free award of Ordinary Intesa Sanpaolo Shares	n.a. (*)	n.a.	n.a.	n.a.	(**)
Group Risk Takers (2)		30/04/2026	Free award of Ordinary Intesa Sanpaolo Shares	n.a. (*)	n.a.	n.a.	n.a.	(**)
Other Managers		30/04/2026	Free award of Ordinary Intesa Sanpaolo Shares	n.a. (*)	n.a.	n.a.	n.a.	(**)

Note:

(1) other than the Managing Director and CEO

(2) other than the Managing Director and CEO and than the Key Managers

(*) Maximum No. 62,000,000 ordinary shares that may be awarded free of charge

(**) Between the grant of the right to participate in the PSP 2026-2029 and the accrual of the bonus approximately 44 months will pass, it being understood that the bonus will be subject to Payment Schedules that provide the application of deferral mechanisms lasting at least 2 years.

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.