Acceptance Form No. _____

ACCEPTANCE FORM
VOLUNTARY PUBLIC TENDER AND EXCHANGE OFFER FOR ALL ORDINARY SHARES

pursuant to articles 102 and 106, paragraph 4 of the Italian Legislative Decree No. 58 of 24 February 1998, as subsequently amended and supplemented (the "**Offer**") promoted by Intesa Sanpaolo S.p.A. (the "**Offeror**") for all the ordinary shares of Banca Monte dei Paschi di Siena S.p.A. (the "**Issuer**") which – as of the Date of the Offer Document (as defined below) and excluding the shares held by the Offeror – amount to a maximum of 3,037,594,735.

To the Appointed Intermediary _____
The undersigned (*name, surname or company name*) _____
_____ born in _____
on _____ tax code/VAT number _____ citizenship/nationality _____ resident/with registered office in _____ province _____ Street/Avenue/Square _____ No. _____
Postcode _____
holds _____ ordinary shares in the Issuer (the **"MPS Shares**"), without nominal value, carrying full dividend rights and freely transferable, and hereby guarantees their lawful and full ownership and availability, as well as the absence of any encumbrances or restrictions of any kind or nature, whether subject to any security or obligation.
Whereas capitalised terms not otherwise defined in this acceptance form (the **"Acceptance Form**") shall have the same meaning attributed to them in the offer document drafted for the purposes of the Offer (the **"Offer Document**"),

DECLARES to have acknowledged all the conditions, terms and procedures of this Offer as set out in the Offer Document made available to the public at the Offeror's registered office (Turin, Piazza San Carlo No. 156) and the Offeror's secondary office (Milan, Via Monte di Pietà No. 8), as well as at the registered office of the Intermediary Appointed to Coordinate Collection of the Acceptances and the Appointed Intermediaries, as set forth in the Offer Document and available on the Offeror's internet website (*group.intesasanpaolo.com*) and on the internet website of the Offer's Leading Global Information Agent (*transactions.sodali.com*).

ACCEPTS irrevocably this Offer in respect of _____ MPS Shares which:

- □ are already held with you in securities account no. _____ in the name of: _____ _____;
- □ will be credited in the aforementioned securities account following settlement on the stock exchange;
- □ are being credited with you at the same time as this Acceptance Form is executed;
- □ will be transferred to you/credited with you, promptly, pursuant to the express instruction accepted at the foot of this Acceptance Form, by the Depositary Intermediary of the MPS Shares covered by this Acceptance Form.

AUTHORISES the placement of the above-mentioned MPS Shares in an escrow account with you for the purposes of this Offer.

ALLOWS with immediate effect, the transfer to the Offeror of the MPS Shares held in the aforementioned escrow account, hereby granting you an irrevocable mandate to carry out, or arrange for the carrying out, in the name and on behalf of the undersigned, all the formalities necessary for the transfer of the MPS Shares to the Offeror. All this is subject to payment of the Consideration on the Payment Date or on the Payment Date After the Reopening of the Acceptance Period, as defined in the Offer Document and in accordance with the provisions set out therein, it being understood that the Offeror's obligation to pay the Consideration pursuant to the Offer shall be deemed to have been fulfilled once the relevant Consideration and any Cash Amount for the Fractional Part have been transferred to the Appointed Intermediaries.

DECLARES that it hereby accepts the cancellation of the transaction should any irregularities be found in the details included in this Acceptance Form following the checks and verifications carried out after the delivery of the MPS Shares.

ACKNOWLEDGES

1) that the Offer Document provides for that settlement of the Consideration, as defined below, will take place on 29 January 2027 (*i.e.* the 5th Trading Day following the last day of the Acceptance Period set forth in the Offer Document), subject to any extensions or amendments to the Offer that may occur in accordance with applicable laws and regulations, or, if applicable, on the Payment Date After the Reopening of the Acceptance Period, and without prejudice to the provisions relating to any Fractional Parts and the corresponding payment of the Cash Amount for the Fractional Part (as defined in Section F, Paragraph F.6, of the Offer Document). The settlement of the Consideration is subject to the completion of the formalities necessary to transfer the Shares Subject to the Offer to the Offeror;
2) that its acceptance of the Offer is irrevocable, subject to the Tendering Shareholder's right to notify its express intention to revoke its acceptance in order to accept competing offers or in the additional cases provided for in the Offer Document, in accordance with the applicable laws and regulations;
3) that the Offer is subject to the Conditions of Effectiveness described in the Offer Document, which the Offeror may waive (without prejudice to the Below the Minimum Threshold) in accordance with the terms specified in the Offer Document;
4) that the consideration for each MPS Share tendered in acceptance of the Offer shall be equal to **(i)** 1.664 (one point six hundred and sixty-four) newly issued Intesa Sanpaolo Shares, without nominal value, carrying full dividend rights and having the same characteristics as the ordinary shares of Intesa Sanpaolo already in circulation on the date of issue, which will be listed on Euronext Milan (the **"Share Consideration**") and **(ii)** €1.250 (one euro and twenty-five cents) (the **"Cash Consideration**" and, together with the Share Consideration, the "**Consideration**");
5) that the Shares Subject to the Offer tendered in acceptance of the Offer by the end of the Acceptance Period shall remain locked up for the purposes of the Offer until the Payment Date or, in the case of Shares Subject to the Offer tendered during any Reopening of the Acceptance Period, until the Payment Date After the Reopening of the Acceptance Period, and Tendering Shareholders may exercise the property and administrative rights arising from ownership of such Shares Subject to the Offer, but may not transfer or dispose of their Shares Subject to the Offer tendered in acceptance of the Offer, except for acceptance of any competing offers or counter-offers pursuant to article 44 of the Issuers' Regulations;
6) that the Consideration is net of stamp duty, registration tax and financial transaction tax, if due, and of fees, commissions and expenses which shall be borne by the Offeror. Conversely, any income tax, withholding tax or substitute tax, if due, on any capital gain earned, shall be borne by the Tendering Shareholders, and no interest shall be paid on the Consideration for each Share Subject to the Offer tendered in acceptance of the Offer between the acceptance date of the Offer and the Payment Date, as well as between the acceptance

date of the Offer in the event of a Reopening of the Acceptance Period and the relevant Payment Date After the Reopening of the Acceptance Period;

7) that, in the event that one or more of the Conditions of Effectiveness referred to in Section A, Paragraph A.1, of the Offer Document are not fulfilled, without such Condition(s) of Effectiveness being waived by the Offeror, and, thus, in the event that the Offer is not completed, the Shares Subject to the Offer shall be returned, through the Depositary Intermediaries, to the respective Tendering Shareholders, without any charges or expenses being borne by them, by the next Trading Day following the Offeror's press release in which it is announced, for the first time, that the Conditions of Effectiveness have not been fulfilled and that the Offeror has not waived all or some of those conditions (without prejudice to the Below the Minimum Threshold);

8) to bear the risk that the Depositary Intermediaries may fail to deliver this Acceptance Form and may fail to deposit the Shares Subject to the Offer with the Appointed Intermediaries by the last valid day of the Acceptance Period (or of any Reopening of the Acceptance Period) and that the Appointed Intermediary or the Depositary Intermediaries may fail to transfer the Consideration to the entitled parties or delay such transfer.

AUTHORISES this Appointed Intermediary to settle/arrange for the settlement of the Consideration as follows:

1) as to the Share Consideration, by crediting _____ Intesa Sanpaolo Shares, representing the total Share Consideration due for _____ MPS Shares tendered in acceptance of the Offer, through their registration, in dematerialised form, in the securities account no. _____ held at _____ in the name of _____;
_____ and

2) as to the Cash Consideration, by:

□ a credit transfer to current account no. _____, IBAN _____, held at _____ in the name of _____
_____;

□ a non-transferable bank draft made payable to _____ for the amount of Euro _____, representing the total Cash Consideration due for the MPS Shares tendered, to be sent to _____.

GRANTS an irrevocable mandate to the Intermediary Appointed to Coordinate Collection of the Acceptances for the sale on Euronext Milan, in the name and on behalf of the undersigned, of any Fractional Part to which the undersigned is entitled, amounting to _____ Intesa Sanpaolo shares, arising from the aforementioned exchange with the MPS Shares (see Section F, Paragraph F.6, of the Offer Document), and to settle or arrange for the settlement of the relevant consideration by means of:

□ a credit transfer to current account no. _____, IBAN _____, held at _____ in the name of _____
_____;

□ a non-transferable bank draft made payable to _____ to be sent to _____.

DECLARES

a) that it is aware that the Offer is addressed on a non-discriminatory basis and on equal terms to all shareholders that are holders of the Shares Subject to the Offer, but is promoted exclusively on the Italian market, as the MPS Shares are listed on Euronext Milan, a regulated market organised and managed by Borsa Italiana, and, unless otherwise decided by the Offeror and, in any event, except as set out in the Offer Document (see Section F, Paragraph F.4 of the Offer Document for this purpose), it has not been and will not be promoted or carried out in the United States, in Japan and in any other country where the promotion of the Offer or acceptance thereof would not comply with the laws governing financial markets or with other laws and regulations of such Countries or would not be allowed in any event in absence of a prior registration, approval or filing with the competent supervisory authorities or exemptions, including those relating to certain investors. These Countries, including the United States and Japan, are referred to in the Offer Document as the "**Excluded Countries**";

b) that it has not received and/or sent copies or originals of this Acceptance Form, the Offer Document or parts thereof and/or any document relating to the Offer from or to the Excluded Countries, and that it has not otherwise used, in connection with the Offer, directly or indirectly, communication instruments or national or international commerce of the Excluded Countries (including, without limitation, the postal network, fax, telex, email, telephone and internet), except in cases where the Offeror has decided to extend the Offer to an Excluded Country, in accordance with the applicable laws and regulations in such Excluded Countries or where an exemption from the application of such provisions is provided for and that it is located outside the Excluded Countries when this Acceptance Form is delivered or executed, without prejudice to certain exceptions that may apply with reference to certain Excluded Countries, and not to act on behalf of persons that are located in the Excluded Countries; or

c) that it is (a) (i) a person with professional experience in investment matters falling within article 19, paragraph 5 of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as subsequently amended (the "**Order**") or (ii) a person falling within article 49, paragraph 2, letters (a) to (d) of the Order (including, *inter alia*, high net worth companies), in each case who is also (b) a qualified investor, as defined in paragraph 15 of Schedule 1 of the Public Offer and Admissions to Trading Regulations 2024; or

d) that it is a "qualified institutional buyer", as defined by Rule 144A under the US Securities Act of 1933, as subsequently amended, located in the United States, who tenders MPS Shares in the Offer via the private placement and has executed and delivered a declaration in English (investor letter) addressed to the Offeror in accordance with the template drafted by the Offeror; or

e) that it meets, in any event, the necessary requirements - as detailed in Section F, Paragraph F.4 of the Offer Document - for the purposes of (i) qualifying the promotion of the Offer or acceptance thereof as compliant with the laws and regulations governing financial markets or with other laws and regulations of the Excluded Countries; and (ii) the exemption from the obligations of prior registration, approval and/or filing with the competent supervisory authorities in the respective Excluded Countries.

Pursuant to Article 13 of the EU Regulation No. 679/2016, it is hereby notified that the personal data provided upon execution of this Acceptance Form will be processed, including through the use of IT and telecommunications procedures, for purposes directly connected with and/or instrumental to the Offer (e.g., the collection of acceptances, verification of their validity and the allocation and assignment of shares). As to the aforementioned processing, the data subject may exercise all the rights provided for by the applicable legislation, including the rights to (i) obtain confirmation from the data controller as to whether personal data concerning them exist, (ii) be informed of the origin of the data as well as the logic and purposes of the processing, (iii) obtain the identification details of the data controller and data processors, (iv) be informed of the data subjects or categories of data subjects to whom the personal data may be disclosed or who may become aware of it in their capacity as a designated representative within the territory of the State, as data processors or persons

authorised to process the data, (v) obtain the erasure, anonymisation or blocking of data processed in breach of the law, as well as the updating, rectification or, if relevant, the completion of the data; and (vi) object to the processing, in whole or in part, on legitimate grounds. To this end, the data subject may submit a claim to the supervisory authority, where provided for by applicable legislation, and object to the processing on grounds relating to their specific situation. Personal data will be processed, in their capacity as separate and independent data controllers, each for purposes connected with and instrumental to their respective roles in the transaction, by the Intermediary Appointed to Coordinate Collection of the Acceptances, the Offeror, the Appointed Intermediaries, the Depositary Intermediaries and any companies or collaborators identified by them who carry out functional or support activities necessary for the transaction, to whom personal data may be disclosed. These parties will act as data processors, and their identification details – as well as those of the data controllers involved in the processing – may be obtained by contacting directly the Intermediary Appointed to Coordinate Collection of the Acceptances, the Offeror, the Appointed Intermediaries and the Depositary Intermediaries (who may also be requested to provide the identification details of any respective data processors).

Date _____, in _____

_____
The Tendering Shareholder or its representative

_____
Stamp and signature of the Appointed Intermediary

THE DEPOSITARY INTERMEDIARY with whom this Acceptance Form has been filed hereby declares, upon submission by the Tendering Shareholder and under its own responsibility:

a) that it is the depositary of the aforementioned MPS Shares covered by this Acceptance Form;
b) to complete the formalities necessary for the transfer of the MPS Shares to this Appointed Intermediary exclusively through Euronext Securities Milan (formerly, Monte Titoli S.p.A.), no later than the end of the Acceptance Period of the Offer (as may be extended in accordance with applicable regulations), or by the end of any Reopening of the Acceptance Period.

_____
Stamp and signature of the Depositary Intermediary

Sheet No. 1 – Copy for the Intermediary Appointed to Coordinate Collection of the Acceptances

Acceptance Form No. _____

ACCEPTANCE FORM
VOLUNTARY PUBLIC TENDER AND EXCHANGE OFFER FOR ALL ORDINARY SHARES

pursuant to articles 102 and 106, paragraph 4 of the Italian Legislative Decree No. 58 of 24 February 1998, as subsequently amended and supplemented (the "**Offer**") promoted by Intesa Sanpaolo S.p.A. (the "**Offeror**") for all the ordinary shares of Banca Monte dei Paschi di Siena S.p.A. (the "**Issuer**") which – as of the Date of the Offer Document (as defined below) and excluding the shares held by the Offeror – amount to a maximum of 3,037,594,735.

To the Appointed Intermediary _____
The undersigned (*name, surname or company name*) _____
_____ born in _____
on _____ tax code/VAT number _____ citizenship/nationality _____ resident/with registered office in _____ province _____ Street/Avenue/Square _____ No. _____
Postcode _____
holds _____ ordinary shares in the Issuer (the **"MPS Shares**"), without nominal value, carrying full dividend rights and freely transferable, and hereby guarantees their lawful and full ownership and availability, as well as the absence of any encumbrances or restrictions of any kind or nature, whether subject to any security or obligation.
Whereas capitalised terms not otherwise defined in this acceptance form (the **"Acceptance Form**") shall have the same meaning attributed to them in the offer document drafted for the purposes of the Offer (the **"Offer Document**"),

DECLARES to have acknowledged all the conditions, terms and procedures of this Offer as set out in the Offer Document made available to the public at the Offeror's registered office (Turin, Piazza San Carlo No. 156) and the Offeror's secondary office (Milan, Via Monte di Pietà No. 8), as well as at the registered office of the Intermediary Appointed to Coordinate Collection of the Acceptances and the Appointed Intermediaries, as set forth in the Offer Document and available on the Offeror's internet website (*group.intesasanpaolo.com*) and on the internet website of the Offer's Leading Global Information Agent (*transactions.sodali.com*).

ACCEPTS irrevocably this Offer in respect of _____ MPS Shares which:

- □ are already held with you in securities account no. _____ in the name of: _____ _____;
- □ will be credited in the aforementioned securities account following settlement on the stock exchange;
- □ are being credited with you at the same time as this Acceptance Form is executed;
- □ will be transferred to you/credited with you, promptly, pursuant to the express instruction accepted at the foot of this Acceptance Form, by the Depositary Intermediary of the MPS Shares covered by this Acceptance Form.

AUTHORISES the placement of the above-mentioned MPS Shares in an escrow account with you for the purposes of this Offer.

ALLOWS with immediate effect, the transfer to the Offeror of the MPS Shares held in the aforementioned escrow account, hereby granting you an irrevocable mandate to carry out, or arrange for the carrying out, in the name and on behalf of the undersigned, all the formalities necessary for the transfer of the MPS Shares to the Offeror. All this is subject to payment of the Consideration on the Payment Date or on the Payment Date After the Reopening of the Acceptance Period, as defined in the Offer Document and in accordance with the provisions set out therein, it being understood that the Offeror's obligation to pay the Consideration pursuant to the Offer shall be deemed to have been fulfilled once the relevant Consideration and any Cash Amount for the Fractional Part have been transferred to the Appointed Intermediaries.

DECLARES that it hereby accepts the cancellation of the transaction should any irregularities be found in the details included in this Acceptance Form following the checks and verifications carried out after the delivery of the MPS Shares.

ACKNOWLEDGES

9) that the Offer Document provides for that settlement of the Consideration, as defined below, will take place on 29 January 2027 (*i.e.* the 5th Trading Day following the last day of the Acceptance Period set forth in the Offer Document), subject to any extensions or amendments to the Offer that may occur in accordance with applicable laws and regulations, or, if applicable, on the Payment Date After the Reopening of the Acceptance Period, and without prejudice to the provisions relating to any Fractional Parts and the corresponding payment of the Cash Amount for the Fractional Part (as defined in Section F, Paragraph F.6, of the Offer Document). The settlement of the Consideration is subject to the completion of the formalities necessary to transfer the Shares Subject to the Offer to the Offeror;
10) that its acceptance of the Offer is irrevocable, subject to the Tendering Shareholder's right to notify its express intention to revoke its acceptance in order to accept competing offers or in the additional cases provided for in the Offer Document, in accordance with the applicable laws and regulations;
11) that the Offer is subject to the Conditions of Effectiveness described in the Offer Document, which the Offeror may waive (without prejudice to the Below the Minimum Threshold) in accordance with the terms specified in the Offer Document;
12) that the consideration for each MPS Share tendered in acceptance of the Offer shall be equal to **(i)** 1.664 (one point six hundred and sixty-four) newly issued Intesa Sanpaolo Shares, without nominal value, carrying full dividend rights and having the same characteristics as the ordinary shares of Intesa Sanpaolo already in circulation on the date of issue, which will be listed on Euronext Milan (the **"Share Consideration**") and **(ii)** €1.250 (one euro and twenty-five cents) (the **"Cash Consideration**" and, together with the Share Consideration, the "**Consideration**");
13) that the Shares Subject to the Offer tendered in acceptance of the Offer by the end of the Acceptance Period shall remain locked up for the purposes of the Offer until the Payment Date or, in the case of Shares Subject to the Offer tendered during any Reopening of the Acceptance Period, until the Payment Date After the Reopening of the Acceptance Period, and Tendering Shareholders may exercise the property and administrative rights arising from ownership of such Shares Subject to the Offer, but may not transfer or dispose of their Shares Subject to the Offer tendered in acceptance of the Offer, except for acceptance of any competing offers or counter-offers pursuant to article 44 of the Issuers' Regulations;
14) that the Consideration is net of stamp duty, registration tax and financial transaction tax, if due, and of fees, commissions and expenses which shall be borne by the Offeror. Conversely, any income tax, withholding tax or substitute tax, if due, on any capital gain earned, shall be borne by the Tendering Shareholders, and no interest shall be paid on the Consideration for each Share Subject to the Offer tendered in acceptance of the Offer between the acceptance date of the Offer and the Payment Date, as well as between the acceptance

date of the Offer in the event of a Reopening of the Acceptance Period and the relevant Payment Date After the Reopening of the Acceptance Period;

15) that, in the event that one or more of the Conditions of Effectiveness referred to in Section A, Paragraph A.1, of the Offer Document are not fulfilled, without such Condition(s) of Effectiveness being waived by the Offeror, and, thus, in the event that the Offer is not completed, the Shares Subject to the Offer shall be returned, through the Depositary Intermediaries, to the respective Tendering Shareholders, without any charges or expenses being borne by them, by the next Trading Day following the Offeror's press release in which it is announced, for the first time, that the Conditions of Effectiveness have not been fulfilled and that the Offeror has not waived all or some of those conditions (without prejudice to the Below the Minimum Threshold);

16) to bear the risk that the Depositary Intermediaries may fail to deliver this Acceptance Form and may fail to deposit the Shares Subject to the Offer with the Appointed Intermediaries by the last valid day of the Acceptance Period (or of any Reopening of the Acceptance Period) and that the Appointed Intermediary or the Depositary Intermediaries may fail to transfer the Consideration to the entitled parties or delay such transfer.

AUTHORISES this Appointed Intermediary to settle/arrange for the settlement of the Consideration as follows:

3) as to the Share Consideration, by crediting _____ Intesa Sanpaolo Shares, representing the total Share Consideration due for _____ MPS Shares tendered in acceptance of the Offer, through their registration, in dematerialised form, in the securities account no. _____ held at _____ in the name of _____;
_____ and

4) as to the Cash Consideration, by:

□ a credit transfer to current account no. _____, IBAN _____, held at _____ in the name of _____
_____;

□ a non-transferable bank draft made payable to _____ for the amount of Euro _____, representing the total Cash Consideration due for the MPS Shares tendered, to be sent to _____.

GRANTS an irrevocable mandate to the Intermediary Appointed to Coordinate Collection of the Acceptances for the sale on Euronext Milan, in the name and on behalf of the undersigned, of any Fractional Part to which the undersigned is entitled, amounting to _____ Intesa Sanpaolo shares, arising from the aforementioned exchange with the MPS Shares (see Section F, Paragraph F.6, of the Offer Document), and to settle or arrange for the settlement of the relevant consideration by means of:

□ a credit transfer to current account no. _____, IBAN _____, held at _____ in the name of _____
_____;

□ a non-transferable bank draft made payable to _____ to be sent to _____.

DECLARES

f) that it is aware that the Offer is addressed on a non-discriminatory basis and on equal terms to all shareholders that are holders of the Shares Subject to the Offer, but is promoted exclusively on the Italian market, as the MPS Shares are listed on Euronext Milan, a regulated market organised and managed by Borsa Italiana, and, unless otherwise decided by the Offeror and, in any event, except as set out in the Offer Document (see Section F, Paragraph F.4 of the Offer Document for this purpose), it has not been and will not be promoted or carried out in the United States, in Japan and in any other country where the promotion of the Offer or acceptance thereof would not comply with the laws governing financial markets or with other laws and regulations of such Countries or would not be allowed in any event in absence of a prior registration, approval or filing with the competent supervisory authorities or exemptions, including those relating to certain investors. These Countries, including the United States and Japan, are referred to in the Offer Document as the "**Excluded Countries**";

g) that it has not received and/or sent copies or originals of this Acceptance Form, the Offer Document or parts thereof and/or any document relating to the Offer from or to the Excluded Countries, and that it has not otherwise used, in connection with the Offer, directly or indirectly, communication instruments or national or international commerce of the Excluded Countries (including, without limitation, the postal network, fax, telex, email, telephone and internet), except in cases where the Offeror has decided to extend the Offer to an Excluded Country, in accordance with the applicable laws and regulations in such Excluded Countries or where an exemption from the application of such provisions is provided for and that it is located outside the Excluded Countries when this Acceptance Form is delivered or executed, without prejudice to certain exceptions that may apply with reference to certain Excluded Countries, and not to act on behalf of persons that are located in the Excluded Countries; or

h) that it is (a) (i) a person with professional experience in investment matters falling within article 19, paragraph 5 of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as subsequently amended (the "**Order**") or (ii) a person falling within article 49, paragraph 2, letters (a) to (d) of the Order (including, *inter alia*, high net worth companies), in each case who is also (b) a qualified investor, as defined in paragraph 15 of Schedule 1 of the Public Offer and Admissions to Trading Regulations 2024; or

i) that it is a "qualified institutional buyer", as defined by Rule 144A under the US Securities Act of 1933, as subsequently amended, located in the United States, who tenders MPS Shares in the Offer via the private placement and has executed and delivered a declaration in English (investor letter) addressed to the Offeror in accordance with the template drafted by the Offeror; or

j) that it meets, in any event, the necessary requirements - as detailed in Section F, Paragraph F.4 of the Offer Document - for the purposes of (i) qualifying the promotion of the Offer or acceptance thereof as compliant with the laws and regulations governing financial markets or with other laws and regulations of the Excluded Countries; and (ii) the exemption from the obligations of prior registration, approval and/or filing with the competent supervisory authorities in the respective Excluded Countries.

Pursuant to Article 13 of the EU Regulation No. 679/2016, it is hereby notified that the personal data provided upon execution of this Acceptance Form will be processed, including through the use of IT and telecommunications procedures, for purposes directly connected with and/or instrumental to the Offer (e.g., the collection of acceptances, verification of their validity and the allocation and assignment of shares). As to the aforementioned processing, the data subject may exercise all the rights provided for by the applicable legislation, including the rights to (i) obtain confirmation from the data controller as to whether personal data concerning them exist, (ii) be informed of the origin of the data as well as the logic and purposes of the processing, (iii) obtain the identification details of the data controller and data processors, (iv) be informed of the data subjects or categories of data subjects to whom the personal data may be disclosed or who may become aware of it in their capacity as a designated representative within the territory of the State, as data processors or persons

authorised to process the data, (v) obtain the erasure, anonymisation or blocking of data processed in breach of the law, as well as the updating, rectification or, if relevant, the completion of the data; and (vi) object to the processing, in whole or in part, on legitimate grounds. To this end, the data subject may submit a claim to the supervisory authority, where provided for by applicable legislation, and object to the processing on grounds relating to their specific situation. Personal data will be processed, in their capacity as separate and independent data controllers, each for purposes connected with and instrumental to their respective roles in the transaction, by the Intermediary Appointed to Coordinate Collection of the Acceptances, the Offeror, the Appointed Intermediaries, the Depositary Intermediaries and any companies or collaborators identified by them who carry out functional or support activities necessary for the transaction, to whom personal data may be disclosed. These parties will act as data processors, and their identification details – as well as those of the data controllers involved in the processing – may be obtained by contacting directly the Intermediary Appointed to Coordinate Collection of the Acceptances, the Offeror, the Appointed Intermediaries and the Depositary Intermediaries (who may also be requested to provide the identification details of any respective data processors).

Date _____, in _____

_____
The Tendering Shareholder or its representative

_____
Stamp and signature of the Appointed Intermediary

THE DEPOSITARY INTERMEDIARY with whom this Acceptance Form has been filed hereby declares, upon submission by the Tendering Shareholder and under its own responsibility:

a) that it is the depositary of the aforementioned MPS Shares covered by this Acceptance Form;
b) to complete the formalities necessary for the transfer of the MPS Shares to this Appointed Intermediary exclusively through Euronext Securities Milan (formerly, Monte Titoli S.p.A.), no later than the end of the Acceptance Period of the Offer (as may be extended in accordance with applicable regulations), or by the end of any Reopening of the Acceptance Period.

_____
Stamp and signature of the Depositary Intermediary

Sheet No. 2 – Copy for the Appointed Intermediary

Acceptance Form No. _____

ACCEPTANCE FORM
VOLUNTARY PUBLIC TENDER AND EXCHANGE OFFER FOR ALL ORDINARY SHARES

pursuant to articles 102 and 106, paragraph 4 of the Italian Legislative Decree No. 58 of 24 February 1998, as subsequently amended and supplemented (the "**Offer**") promoted by Intesa Sanpaolo S.p.A. (the "**Offeror**") for all the ordinary shares of Banca Monte dei Paschi di Siena S.p.A. (the "**Issuer**") which – as of the Date of the Offer Document (as defined below) and excluding the shares held by the Offeror – amount to a maximum of 3,037,594,735.

To the Appointed Intermediary _____
The undersigned (*name, surname or company name*) _____
_____ born in _____
on _____ tax code/VAT number _____ citizenship/nationality _____ resident/with registered office in _____ province _____ Street/Avenue/Square _____ No. _____
Postcode _____
holds _____ ordinary shares in the Issuer (the **"MPS Shares**"), without nominal value, carrying full dividend rights and freely transferable, and hereby guarantees their lawful and full ownership and availability, as well as the absence of any encumbrances or restrictions of any kind or nature, whether subject to any security or obligation.
Whereas capitalised terms not otherwise defined in this acceptance form (the **"Acceptance Form**") shall have the same meaning attributed to them in the offer document drafted for the purposes of the Offer (the **"Offer Document**"),

DECLARES to have acknowledged all the conditions, terms and procedures of this Offer as set out in the Offer Document made available to the public at the Offeror's registered office (Turin, Piazza San Carlo No. 156) and the Offeror's secondary office (Milan, Via Monte di Pietà No. 8), as well as at the registered office of the Intermediary Appointed to Coordinate Collection of the Acceptances and the Appointed Intermediaries, as set forth in the Offer Document and available on the Offeror's internet website (*group.intesasanpaolo.com*) and on the internet website of the Offer's Leading Global Information Agent (*transactions.sodali.com*).

ACCEPTS irrevocably this Offer in respect of _____ MPS Shares which:

- □ are already held with you in securities account no. _____ in the name of: _____ _____;
- □ will be credited in the aforementioned securities account following settlement on the stock exchange;
- □ are being credited with you at the same time as this Acceptance Form is executed;
- □ will be transferred to you/credited with you, promptly, pursuant to the express instruction accepted at the foot of this Acceptance Form, by the Depositary Intermediary of the MPS Shares covered by this Acceptance Form.

AUTHORISES the placement of the above-mentioned MPS Shares in an escrow account with you for the purposes of this Offer.

ALLOWS with immediate effect, the transfer to the Offeror of the MPS Shares held in the aforementioned escrow account, hereby granting you an irrevocable mandate to carry out, or arrange for the carrying out, in the name and on behalf of the undersigned, all the formalities necessary for the transfer of the MPS Shares to the Offeror. All this is subject to payment of the Consideration on the Payment Date or on the Payment Date After the Reopening of the Acceptance Period, as defined in the Offer Document and in accordance with the provisions set out therein, it being understood that the Offeror's obligation to pay the Consideration pursuant to the Offer shall be deemed to have been fulfilled once the relevant Consideration and any Cash Amount for the Fractional Part have been transferred to the Appointed Intermediaries.

DECLARES that it hereby accepts the cancellation of the transaction should any irregularities be found in the details included in this Acceptance Form following the checks and verifications carried out after the delivery of the MPS Shares.

ACKNOWLEDGES

17) that the Offer Document provides for that settlement of the Consideration, as defined below, will take place on 29 January 2027 (*i.e.* the 5th Trading Day following the last day of the Acceptance Period set forth in the Offer Document), subject to any extensions or amendments to the Offer that may occur in accordance with applicable laws and regulations, or, if applicable, on the Payment Date After the Reopening of the Acceptance Period, and without prejudice to the provisions relating to any Fractional Parts and the corresponding payment of the Cash Amount for the Fractional Part (as defined in Section F, Paragraph F.6, of the Offer Document). The settlement of the Consideration is subject to the completion of the formalities necessary to transfer the Shares Subject to the Offer to the Offeror;
18) that its acceptance of the Offer is irrevocable, subject to the Tendering Shareholder's right to notify its express intention to revoke its acceptance in order to accept competing offers or in the additional cases provided for in the Offer Document, in accordance with the applicable laws and regulations;
19) that the Offer is subject to the Conditions of Effectiveness described in the Offer Document, which the Offeror may waive (without prejudice to the Below the Minimum Threshold) in accordance with the terms specified in the Offer Document;
20) that the consideration for each MPS Share tendered in acceptance of the Offer shall be equal to **(i)** 1.664 (one point six hundred and sixty-four) newly issued Intesa Sanpaolo Shares, without nominal value, carrying full dividend rights and having the same characteristics as the ordinary shares of Intesa Sanpaolo already in circulation on the date of issue, which will be listed on Euronext Milan (the **"Share Consideration**") and **(ii)** €1.250 (one euro and twenty-five cents) (the **"Cash Consideration**" and, together with the Share Consideration, the "**Consideration**");
21) that the Shares Subject to the Offer tendered in acceptance of the Offer by the end of the Acceptance Period shall remain locked up for the purposes of the Offer until the Payment Date or, in the case of Shares Subject to the Offer tendered during any Reopening of the Acceptance Period, until the Payment Date After the Reopening of the Acceptance Period, and Tendering Shareholders may exercise the property and administrative rights arising from ownership of such Shares Subject to the Offer, but may not transfer or dispose of their Shares Subject to the Offer tendered in acceptance of the Offer, except for acceptance of any competing offers or counter-offers pursuant to article 44 of the Issuers' Regulations;
22) that the Consideration is net of stamp duty, registration tax and financial transaction tax, if due, and of fees, commissions and expenses which shall be borne by the Offeror. Conversely, any income tax, withholding tax or substitute tax, if due, on any capital gain earned, shall be borne by the Tendering Shareholders, and no interest shall be paid on the Consideration for each Share Subject to the Offer tendered in acceptance of the Offer between the acceptance date of the Offer and the Payment Date, as well as between the acceptance

date of the Offer in the event of a Reopening of the Acceptance Period and the relevant Payment Date After the Reopening of the Acceptance Period;

23) that, in the event that one or more of the Conditions of Effectiveness referred to in Section A, Paragraph A.1, of the Offer Document are not fulfilled, without such Condition(s) of Effectiveness being waived by the Offeror, and, thus, in the event that the Offer is not completed, the Shares Subject to the Offer shall be returned, through the Depositary Intermediaries, to the respective Tendering Shareholders, without any charges or expenses being borne by them, by the next Trading Day following the Offeror's press release in which it is announced, for the first time, that the Conditions of Effectiveness have not been fulfilled and that the Offeror has not waived all or some of those conditions (without prejudice to the Below the Minimum Threshold);

24) to bear the risk that the Depositary Intermediaries may fail to deliver this Acceptance Form and may fail to deposit the Shares Subject to the Offer with the Appointed Intermediaries by the last valid day of the Acceptance Period (or of any Reopening of the Acceptance Period) and that the Appointed Intermediary or the Depositary Intermediaries may fail to transfer the Consideration to the entitled parties or delay such transfer.

AUTHORISES this Appointed Intermediary to settle/arrange for the settlement of the Consideration as follows:

5) as to the Share Consideration, by crediting _____ Intesa Sanpaolo Shares, representing the total Share Consideration due for _____ MPS Shares tendered in acceptance of the Offer, through their registration, in dematerialised form, in the securities account no. _____ held at _____ in the name of _____;
_____ and

6) as to the Cash Consideration, by:

□ a credit transfer to current account no. _____, IBAN _____, held at _____ in the name of _____
_____;

□ a non-transferable bank draft made payable to _____ for the amount of Euro _____, representing the total Cash Consideration due for the MPS Shares tendered, to be sent to _____.

GRANTS an irrevocable mandate to the Intermediary Appointed to Coordinate Collection of the Acceptances for the sale on Euronext Milan, in the name and on behalf of the undersigned, of any Fractional Part to which the undersigned is entitled, amounting to _____ Intesa Sanpaolo shares, arising from the aforementioned exchange with the MPS Shares (see Section F, Paragraph F.6, of the Offer Document), and to settle or arrange for the settlement of the relevant consideration by means of:

□ a credit transfer to current account no. _____, IBAN _____, held at _____ in the name of _____
_____;

□ a non-transferable bank draft made payable to _____ to be sent to _____.

DECLARES

k) that it is aware that the Offer is addressed on a non-discriminatory basis and on equal terms to all shareholders that are holders of the Shares Subject to the Offer, but is promoted exclusively on the Italian market, as the MPS Shares are listed on Euronext Milan, a regulated market organised and managed by Borsa Italiana, and, unless otherwise decided by the Offeror and, in any event, except as set out in the Offer Document (see Section F, Paragraph F.4 of the Offer Document for this purpose), it has not been and will not be promoted or carried out in the United States, in Japan and in any other country where the promotion of the Offer or acceptance thereof would not comply with the laws governing financial markets or with other laws and regulations of such Countries or would not be allowed in any event in absence of a prior registration, approval or filing with the competent supervisory authorities or exemptions, including those relating to certain investors. These Countries, including the United States and Japan, are referred to in the Offer Document as the "**Excluded Countries**";

l) that it has not received and/or sent copies or originals of this Acceptance Form, the Offer Document or parts thereof and/or any document relating to the Offer from or to the Excluded Countries, and that it has not otherwise used, in connection with the Offer, directly or indirectly, communication instruments or national or international commerce of the Excluded Countries (including, without limitation, the postal network, fax, telex, email, telephone and internet), except in cases where the Offeror has decided to extend the Offer to an Excluded Country, in accordance with the applicable laws and regulations in such Excluded Countries or where an exemption from the application of such provisions is provided for and that it is located outside the Excluded Countries when this Acceptance Form is delivered or executed, without prejudice to certain exceptions that may apply with reference to certain Excluded Countries, and not to act on behalf of persons that are located in the Excluded Countries; or

m) that it is (a) (i) a person with professional experience in investment matters falling within article 19, paragraph 5 of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as subsequently amended (the "**Order**") or (ii) a person falling within article 49, paragraph 2, letters (a) to (d) of the Order (including, *inter alia*, high net worth companies), in each case who is also (b) a qualified investor, as defined in paragraph 15 of Schedule 1 of the Public Offer and Admissions to Trading Regulations 2024; or

n) that it is a "qualified institutional buyer", as defined by Rule 144A under the US Securities Act of 1933, as subsequently amended, located in the United States, who tenders MPS Shares in the Offer via the private placement and has executed and delivered a declaration in English (investor letter) addressed to the Offeror in accordance with the template drafted by the Offeror; or

o) that it meets, in any event, the necessary requirements - as detailed in Section F, Paragraph F.4 of the Offer Document - for the purposes of (i) qualifying the promotion of the Offer or acceptance thereof as compliant with the laws and regulations governing financial markets or with other laws and regulations of the Excluded Countries; and (ii) the exemption from the obligations of prior registration, approval and/or filing with the competent supervisory authorities in the respective Excluded Countries.

Pursuant to Article 13 of the EU Regulation No. 679/2016, it is hereby notified that the personal data provided upon execution of this Acceptance Form will be processed, including through the use of IT and telecommunications procedures, for purposes directly connected with and/or instrumental to the Offer (e.g., the collection of acceptances, verification of their validity and the allocation and assignment of shares). As to the aforementioned processing, the data subject may exercise all the rights provided for by the applicable legislation, including the rights to (i) obtain confirmation from the data controller as to whether personal data concerning them exist, (ii) be informed of the origin of the data as well as the logic and purposes of the processing, (iii) obtain the identification details of the data controller and data processors, (iv) be informed of the data subjects or categories of data subjects to whom the personal data may be disclosed or who may become aware of it in their capacity as a designated representative within the territory of the State, as data processors or persons

authorised to process the data, (v) obtain the erasure, anonymisation or blocking of data processed in breach of the law, as well as the updating, rectification or, if relevant, the completion of the data; and (vi) object to the processing, in whole or in part, on legitimate grounds. To this end, the data subject may submit a claim to the supervisory authority, where provided for by applicable legislation, and object to the processing on grounds relating to their specific situation. Personal data will be processed, in their capacity as separate and independent data controllers, each for purposes connected with and instrumental to their respective roles in the transaction, by the Intermediary Appointed to Coordinate Collection of the Acceptances, the Offeror, the Appointed Intermediaries, the Depositary Intermediaries and any companies or collaborators identified by them who carry out functional or support activities necessary for the transaction, to whom personal data may be disclosed. These parties will act as data processors, and their identification details – as well as those of the data controllers involved in the processing – may be obtained by contacting directly the Intermediary Appointed to Coordinate Collection of the Acceptances, the Offeror, the Appointed Intermediaries and the Depositary Intermediaries (who may also be requested to provide the identification details of any respective data processors).

Date _____, in _____

_____
The Tendering Shareholder or its representative

_____
Stamp and signature of the Appointed Intermediary

THE DEPOSITARY INTERMEDIARY with whom this Acceptance Form has been filed hereby declares, upon submission by the Tendering Shareholder and under its own responsibility:

a) that it is the depositary of the aforementioned MPS Shares covered by this Acceptance Form;
b) to complete the formalities necessary for the transfer of the MPS Shares to this Appointed Intermediary exclusively through Euronext Securities Milan (formerly, Monte Titoli S.p.A.), no later than the end of the Acceptance Period of the Offer (as may be extended in accordance with applicable regulations), or by the end of any Reopening of the Acceptance Period.

_____
Stamp and signature of the Depositary Intermediary

Sheet No. 3 – Copy for the Depositary Intermediary

Acceptance Form No. _____

ACCEPTANCE FORM
VOLUNTARY PUBLIC TENDER AND EXCHANGE OFFER FOR ALL ORDINARY SHARES

pursuant to articles 102 and 106, paragraph 4 of the Italian Legislative Decree No. 58 of 24 February 1998, as subsequently amended and supplemented (the "**Offer**") promoted by Intesa Sanpaolo S.p.A. (the "**Offeror**") for all the ordinary shares of Banca Monte dei Paschi di Siena S.p.A. (the "**Issuer**") which – as of the Date of the Offer Document (as defined below) and excluding the shares held by the Offeror – amount to a maximum of 3,037,594,735.

To the Appointed Intermediary _____
The undersigned (*name, surname or company name*) _____
_____ born in _____
on _____ tax code/VAT number _____ citizenship/nationality _____ resident/with registered office in _____ province _____ Street/Avenue/Square _____ No. _____
Postcode _____
holds _____ ordinary shares in the Issuer (the **"MPS Shares**"), without nominal value, carrying full dividend rights and freely transferable, and hereby guarantees their lawful and full ownership and availability, as well as the absence of any encumbrances or restrictions of any kind or nature, whether subject to any security or obligation.
Whereas capitalised terms not otherwise defined in this acceptance form (the **"Acceptance Form**") shall have the same meaning attributed to them in the offer document drafted for the purposes of the Offer (the **"Offer Document**"),

DECLARES to have acknowledged all the conditions, terms and procedures of this Offer as set out in the Offer Document made available to the public at the Offeror's registered office (Turin, Piazza San Carlo No. 156) and the Offeror's secondary office (Milan, Via Monte di Pietà No. 8), as well as at the registered office of the Intermediary Appointed to Coordinate Collection of the Acceptances and the Appointed Intermediaries, as set forth in the Offer Document and available on the Offeror's internet website (*group.intesasanpaolo.com*) and on the internet website of the Offer's Leading Global Information Agent (*transactions.sodali.com*).

ACCEPTS irrevocably this Offer in respect of _____ MPS Shares which:

- □ are already held with you in securities account no. _____ in the name of: _____ _____;
- □ will be credited in the aforementioned securities account following settlement on the stock exchange;
- □ are being credited with you at the same time as this Acceptance Form is executed;
- □ will be transferred to you/credited with you, promptly, pursuant to the express instruction accepted at the foot of this Acceptance Form, by the Depositary Intermediary of the MPS Shares covered by this Acceptance Form.

AUTHORISES the placement of the above-mentioned MPS Shares in an escrow account with you for the purposes of this Offer.

ALLOWS with immediate effect, the transfer to the Offeror of the MPS Shares held in the aforementioned escrow account, hereby granting you an irrevocable mandate to carry out, or arrange for the carrying out, in the name and on behalf of the undersigned, all the formalities necessary for the transfer of the MPS Shares to the Offeror. All this is subject to payment of the Consideration on the Payment Date or on the Payment Date After the Reopening of the Acceptance Period, as defined in the Offer Document and in accordance with the provisions set out therein, it being understood that the Offeror's obligation to pay the Consideration pursuant to the Offer shall be deemed to have been fulfilled once the relevant Consideration and any Cash Amount for the Fractional Part have been transferred to the Appointed Intermediaries.

DECLARES that it hereby accepts the cancellation of the transaction should any irregularities be found in the details included in this Acceptance Form following the checks and verifications carried out after the delivery of the MPS Shares.

ACKNOWLEDGES

25) that the Offer Document provides for that settlement of the Consideration, as defined below, will take place on 29 January 2027 (*i.e.* the 5th Trading Day following the last day of the Acceptance Period set forth in the Offer Document), subject to any extensions or amendments to the Offer that may occur in accordance with applicable laws and regulations, or, if applicable, on the Payment Date After the Reopening of the Acceptance Period, and without prejudice to the provisions relating to any Fractional Parts and the corresponding payment of the Cash Amount for the Fractional Part (as defined in Section F, Paragraph F.6, of the Offer Document). The settlement of the Consideration is subject to the completion of the formalities necessary to transfer the Shares Subject to the Offer to the Offeror;
26) that its acceptance of the Offer is irrevocable, subject to the Tendering Shareholder's right to notify its express intention to revoke its acceptance in order to accept competing offers or in the additional cases provided for in the Offer Document, in accordance with the applicable laws and regulations;
27) that the Offer is subject to the Conditions of Effectiveness described in the Offer Document, which the Offeror may waive (without prejudice to the Below the Minimum Threshold) in accordance with the terms specified in the Offer Document;
28) that the consideration for each MPS Share tendered in acceptance of the Offer shall be equal to **(i)** 1.664 (one point six hundred and sixty-four) newly issued Intesa Sanpaolo Shares, without nominal value, carrying full dividend rights and having the same characteristics as the ordinary shares of Intesa Sanpaolo already in circulation on the date of issue, which will be listed on Euronext Milan (the **"Share Consideration**") and **(ii)** €1.250 (one euro and twenty-five cents) (the **"Cash Consideration**" and, together with the Share Consideration, the "**Consideration**");
29) that the Shares Subject to the Offer tendered in acceptance of the Offer by the end of the Acceptance Period shall remain locked up for the purposes of the Offer until the Payment Date or, in the case of Shares Subject to the Offer tendered during any Reopening of the Acceptance Period, until the Payment Date After the Reopening of the Acceptance Period, and Tendering Shareholders may exercise the property and administrative rights arising from ownership of such Shares Subject to the Offer, but may not transfer or dispose of their Shares Subject to the Offer tendered in acceptance of the Offer, except for acceptance of any competing offers or counter-offers pursuant to article 44 of the Issuers' Regulations;
30) that the Consideration is net of stamp duty, registration tax and financial transaction tax, if due, and of fees, commissions and expenses which shall be borne by the Offeror. Conversely, any income tax, withholding tax or substitute tax, if due, on any capital gain earned, shall be borne by the Tendering Shareholders, and no interest shall be paid on the Consideration for each Share Subject to the Offer tendered in acceptance of the Offer between the acceptance date of the Offer and the Payment Date, as well as between the acceptance

date of the Offer in the event of a Reopening of the Acceptance Period and the relevant Payment Date After the Reopening of the Acceptance Period;

31) that, in the event that one or more of the Conditions of Effectiveness referred to in Section A, Paragraph A.1, of the Offer Document are not fulfilled, without such Condition(s) of Effectiveness being waived by the Offeror, and, thus, in the event that the Offer is not completed, the Shares Subject to the Offer shall be returned, through the Depositary Intermediaries, to the respective Tendering Shareholders, without any charges or expenses being borne by them, by the next Trading Day following the Offeror's press release in which it is announced, for the first time, that the Conditions of Effectiveness have not been fulfilled and that the Offeror has not waived all or some of those conditions (without prejudice to the Below the Minimum Threshold);

32) to bear the risk that the Depositary Intermediaries may fail to deliver this Acceptance Form and may fail to deposit the Shares Subject to the Offer with the Appointed Intermediaries by the last valid day of the Acceptance Period (or of any Reopening of the Acceptance Period) and that the Appointed Intermediary or the Depositary Intermediaries may fail to transfer the Consideration to the entitled parties or delay such transfer.

AUTHORISES this Appointed Intermediary to settle/arrange for the settlement of the Consideration as follows:

7) as to the Share Consideration, by crediting _____ Intesa Sanpaolo Shares, representing the total Share Consideration due for _____ MPS Shares tendered in acceptance of the Offer, through their registration, in dematerialised form, in the securities account no. _____ held at _____ in the name of _____;
_____ and

8) as to the Cash Consideration, by:

□ a credit transfer to current account no. _____, IBAN _____, held at _____ in the name of _____
_____;

□ a non-transferable bank draft made payable to _____ for the amount of Euro _____, representing the total Cash Consideration due for the MPS Shares tendered, to be sent to _____.

GRANTS an irrevocable mandate to the Intermediary Appointed to Coordinate Collection of the Acceptances for the sale on Euronext Milan, in the name and on behalf of the undersigned, of any Fractional Part to which the undersigned is entitled, amounting to _____ Intesa Sanpaolo shares, arising from the aforementioned exchange with the MPS Shares (see Section F, Paragraph F.6, of the Offer Document), and to settle or arrange for the settlement of the relevant consideration by means of:

□ a credit transfer to current account no. _____, IBAN _____, held at _____ in the name of _____
_____;

□ a non-transferable bank draft made payable to _____ to be sent to _____.

DECLARES

p) that it is aware that the Offer is addressed on a non-discriminatory basis and on equal terms to all shareholders that are holders of the Shares Subject to the Offer, but is promoted exclusively on the Italian market, as the MPS Shares are listed on Euronext Milan, a regulated market organised and managed by Borsa Italiana, and, unless otherwise decided by the Offeror and, in any event, except as set out in the Offer Document (see Section F, Paragraph F.4 of the Offer Document for this purpose), it has not been and will not be promoted or carried out in the United States, in Japan and in any other country where the promotion of the Offer or acceptance thereof would not comply with the laws governing financial markets or with other laws and regulations of such Countries or would not be allowed in any event in absence of a prior registration, approval or filing with the competent supervisory authorities or exemptions, including those relating to certain investors. These Countries, including the United States and Japan, are referred to in the Offer Document as the "**Excluded Countries**";

q) that it has not received and/or sent copies or originals of this Acceptance Form, the Offer Document or parts thereof and/or any document relating to the Offer from or to the Excluded Countries, and that it has not otherwise used, in connection with the Offer, directly or indirectly, communication instruments or national or international commerce of the Excluded Countries (including, without limitation, the postal network, fax, telex, email, telephone and internet), except in cases where the Offeror has decided to extend the Offer to an Excluded Country, in accordance with the applicable laws and regulations in such Excluded Countries or where an exemption from the application of such provisions is provided for and that it is located outside the Excluded Countries when this Acceptance Form is delivered or executed, without prejudice to certain exceptions that may apply with reference to certain Excluded Countries, and not to act on behalf of persons that are located in the Excluded Countries; or

r) that it is (a) (i) a person with professional experience in investment matters falling within article 19, paragraph 5 of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as subsequently amended (the "**Order**") or (ii) a person falling within article 49, paragraph 2, letters (a) to (d) of the Order (including, *inter alia*, high net worth companies), in each case who is also (b) a qualified investor, as defined in paragraph 15 of Schedule 1 of the Public Offer and Admissions to Trading Regulations 2024; or

s) that it is a "qualified institutional buyer", as defined by Rule 144A under the US Securities Act of 1933, as subsequently amended, located in the United States, who tenders MPS Shares in the Offer via the private placement and has executed and delivered a declaration in English (investor letter) addressed to the Offeror in accordance with the template drafted by the Offeror; or

t) that it meets, in any event, the necessary requirements - as detailed in Section F, Paragraph F.4 of the Offer Document - for the purposes of (i) qualifying the promotion of the Offer or acceptance thereof as compliant with the laws and regulations governing financial markets or with other laws and regulations of the Excluded Countries; and (ii) the exemption from the obligations of prior registration, approval and/or filing with the competent supervisory authorities in the respective Excluded Countries.

Pursuant to Article 13 of the EU Regulation No. 679/2016, it is hereby notified that the personal data provided upon execution of this Acceptance Form will be processed, including through the use of IT and telecommunications procedures, for purposes directly connected with and/or instrumental to the Offer (e.g., the collection of acceptances, verification of their validity and the allocation and assignment of shares). As to the aforementioned processing, the data subject may exercise all the rights provided for by the applicable legislation, including the rights to (i) obtain confirmation from the data controller as to whether personal data concerning them exist, (ii) be informed of the origin of the data as well as the logic and purposes of the processing, (iii) obtain the identification details of the data controller and data processors, (iv) be informed of the data subjects or categories of data subjects to whom the personal data may be disclosed or who may become aware of it in their capacity as a designated representative within the territory of the State, as data processors or persons

authorised to process the data, (v) obtain the erasure, anonymisation or blocking of data processed in breach of the law, as well as the updating, rectification or, if relevant, the completion of the data; and (vi) object to the processing, in whole or in part, on legitimate grounds. To this end, the data subject may submit a claim to the supervisory authority, where provided for by applicable legislation, and object to the processing on grounds relating to their specific situation. Personal data will be processed, in their capacity as separate and independent data controllers, each for purposes connected with and instrumental to their respective roles in the transaction, by the Intermediary Appointed to Coordinate Collection of the Acceptances, the Offeror, the Appointed Intermediaries, the Depositary Intermediaries and any companies or collaborators identified by them who carry out functional or support activities necessary for the transaction, to whom personal data may be disclosed. These parties will act as data processors, and their identification details – as well as those of the data controllers involved in the processing – may be obtained by contacting directly the Intermediary Appointed to Coordinate Collection of the Acceptances, the Offeror, the Appointed Intermediaries and the Depositary Intermediaries (who may also be requested to provide the identification details of any respective data processors).

Date _____, in _____

_____
The Tendering Shareholder or its representative

_____
Stamp and signature of the Appointed Intermediary

THE DEPOSITARY INTERMEDIARY with whom this Acceptance Form has been filed hereby declares, upon submission by the Tendering Shareholder and under its own responsibility:

a) that it is the depositary of the aforementioned MPS Shares covered by this Acceptance Form;
b) to complete the formalities necessary for the transfer of the MPS Shares to this Appointed Intermediary exclusively through Euronext Securities Milan (formerly, Monte Titoli S.p.A.), no later than the end of the Acceptance Period of the Offer (as may be extended in accordance with applicable regulations), or by the end of any Reopening of the Acceptance Period.

_____
Stamp and signature of the Depositary Intermediary