

ACCEPTANCE FORM TO THE FULL MANDATORY TENDER OFFER

Pursuant to Articles 102 and 106, paragraphs 1 and 3, letter a), and 109 of the Legislative Decree no. 58 of 24 February 1998, as subsequently amended and integrated (the "Offer" launched by IMA BidCo S.p.A. (the "Offeror") on up to 13,920,441 ordinary shares of I.M.A. Industria Macchine Automatiche S.p.A. (the "Issuer")

To the Appointed Ir	ntermediary				
The undersigned (n	ame, surname or company name)	TAX code/ VAT num	ber		
	istered office ataddress		ZIP code		
holding no		with par value of EUR 0.52, regular entitlement and f any kind and nature, whether <i>in rem</i> or personal; g	freely transferable, of which the undersigned guarantees iven that capitalized terms not otherwise defined in this		
REPRESENTS	o be aware of all the conditions, terms and modalities of this Offer as per the Offer Document prepared for the purposes of the Offer itself and made available to the public at the egistered office of the Issuer (in Ozzano dell'Emilia (BO), Via Emilia 428-442), the registered office of the Offeror (in Bologna, Via Luigi Carlo Farini n. 11), the registered offic f the Intermediary Appointed to Coordinate the Collection of Acceptances, UniCredit Bank AG, Milan branch office (in Milano, Piazza Gae Aulenti n. 4 – Tower C) and of the uppointed Intermediaries as specified in the Offer Document, as well as on the website of the Issuer (www.ima.it) and on the web site of the Global Information Agen www.morrowsodali-transactions.com).				
ACCEPTS	irrevocably and unconditionally this Offer for no.	Shares that:			
	are already deposited with you on the securities account no.	in the name of:	;		
	□ will be transferred to the above-mentioned account as a result of a st				
	\Box are deposited with you concurrently with the signing of this Accepta				
	will be transferred to/deposited with you timely, with the engagement				
AUTHORISES	the registration of the Shares indicated above in a temporary account wi				
PERMITS	nceforth with the transfer to the Offeror of the Shares registered in the temporary account above, granting hereby to you an irrevocable mandate to perform directly or indirectly in e name and on behalf of the undersigned all the necessary formalities in connection with the transfer of the Shares to the Offeror. All of the above upon payment of the Fee, as better ecified in the Offer Document.				
REPRESENTS	to accept henceforth the cancellation of the transaction in the event of after the delivery of the Shares matter of this Acceptance Form.				
ACKNOWLEDGES	 that the Offeror will accept a Fee in cash for each Share tendered to Document and with the formalities indicated in Paragraph F, of the O 	Offer Document;			
	 that in the Offer Document is envisaged that the payment of the Fee Offer, as further specified in the Offer Document, within the agreed or, if applicable, on the Date of Payment upon Reopening of the Te to the Offeror; 	d time and the terms disclosed pursuant to the provis	ions of the law in force, in cash on the Date of Payment		
	 the Shares tendered to the Offer will remain bound to it until the Pa the Terms and the Tendering Shareholders may exercise their econo remain in the ownership of the same Tendering Shareholders; 	omic rights (e.g. pre-emption rights) and corporate rig	thts (e.g. voting rights) relating to the Shares, which will		
	4) that the acceptance of the Offer is irrevocable, without prejudice to t		pursuant to applicable laws and regulations;		
	 5) that the Offer, being mandatory, is not subject to any Condition of E 6) that the Tendering Shareholders will remain exclusively responsibl Shares at an Appointed Intermediary by the last day of the Acceptan the Depository Intermediaries fail to transfer the Fee to the parties er 	le for the risk that the Depository Intermediaries do nee Period (or of the potential Reopening of the Accep			
	7) that the Fee per Share is intended net of stamp taxes, inasmuch as including the substitute tax on capital gains, if due, shall remain in o of the Offer and the relevant Payment Date and between the date of the Reopening of the Terms.	charge of the Tendering Shareholders and no interest	shall be paid on the Fee between the date of Acceptance		
AUTHORISES	this Appointed Intermediary or Depositary to settle directly/indirectly by	v:			
	a credit on the bank account no.	-	at,		
	IBAN		;		
	a non-transferable cashier's check in the name of	to be s	sent to		
	of EUR being the overall l	Fee for the Shares tendered.			
REPRESENT	a) to be aware that the Offer is directed, on equal terms, to all holders or and Regulation 14E under, the U.S. Securities Exchange Act ("U.S. S Exchange Act, and in any event always in accordance with Italian law	Securities Exchange Act"), in pursuance of the exemp	ptions provided for in Rule 14d-1(d) of the U.S. Securities		
	b) to be aware that the Offer was not and will not be made nor disclose the authorization by the competent authorities or other requirement countries may be subject to specific obligations or restrictions impos with such laws and, therefore, before accepting the Offer, they are re further information please refer to Warning A.17 and Section F, Parag	d in Canada, Japan and Australia, as well as in any co ts from the Offeror (the " Other Countries "), that th sed by legal or regulatory provisions, and that the rec esponsible for determining whether such laws exist an	untry where such Offer is not permitted in the absence of e acceptance of the Offer by persons residing in certain cipients of the Offer are solely responsible for complying		
	c) not to have received and/or sent copies or originals of this Acceptan Countries, and not to have otherwise used, in connection with the Of by way of illustration and without limitation, the postal network, fay Countries' regulated market; and	ffer, directly or indirectly, national or international ins	truments of communication and/or commerce (including,		
	 d) to be outside of the Other Countries where such Offer is not permi Acceptance Form. 	itted in the absence of authorisation from the compe	tent authorities at the time of delivery or signing of this		
present request will regularity and alloca Intermediaries, the In that perform function this request and, ther	the purposes of Article 13 of the General Data Protection Regulation (UE) 201 be processed, also through the use of computerized and telematic procedures, ations). Personal data will be processed, in their capacity as independent Da ntermediary in Charge of Coordinating the Collection of Acceptances (UniCre pal or support activities as necessary for the operation. The needs indicated rep refore, failure to provide even partial data determines the inadmissibility of the ording to the terms and conditions specified in the privacy sections published of the privacy sections published of the privacy sections published of the terms and conditions and the terms and conditions and the terms and conditions and the privacy sections published of the priva	5, for the needs directly connected and instrumental to the ata Controllers, each for the purposes connected and it edit Bank AG, Milan Branch office), the Offeror, the Dep present the legal basis that legitimizes the relevant procese same. In relation to the above described data processing	he Offer (collection of the Acceptances, verification of their nstrumental to their role in the operation by the Appointed ositary Intermediaries and the companies identified by them ssing. The provision of personal data is necessary to execute g, the interested party may exercise all the rights that GDPR		

Place _____, date _____

The Tendering Shareholder or his/her/its representative

italy.unicreditgroup.eu).

Stamp and signature of the Appointed Intermediary

The DEPOSITORY INTERMEDIARY receiving this Acceptance Form represents, at the time of presentation by the Tendering Shareholder (or his/her/its representative) and on its own responsibility: a) to be the depository of the above-mentioned Shares;



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born in		on		citizensnip/nationalit	y ZIP code	
holding no the full ownership a	and availability, as well as	_ ordinary shares of the Issuer (the "Sha	res"), with par value of Elaces of any kind and nature	UR 0.52, regular entitlement and f re, whether <i>in rem</i> or personal; gi	freely transferable, of which the undersigned guaran ven that capitalized terms not otherwise defined in	
REPRESENTS	registered office of the I of the Intermediary App	ssuer (in Ozzano dell'Emilia (BO), Via E pointed to Coordinate the Collection of A es as specified in the Offer Document,	Emilia 428-442), the regist acceptances, UniCredit Ba	ered office of the Offeror (in Bold nk AG, Milan branch office (in M	f the Offer itself and made available to the public at ogna, Via Luigi Carlo Farini n. 11), the registered of Milano, Piazza Gae Aulenti n. 4 – Tower C) and of nd on the web site of the Global Information Ag	fice the
ACCEPTS	irrevocably and uncondi	tionally this Offer for no.	Share	s that:		
	 will be transferred to are deposited with yo will be transferred to 	the above-mentioned account as a result ou concurrently with the signing of this A s/deposited with you timely, with the enga	of a stock exchange settle cceptance Form; agement expressly accepte	ment; d herein below, by the Depository	, ,	;
AUTHORISES		nares indicated above in a temporary acco				
PERMITS	the name and on behalf	enceforth with the transfer to the Offeror of the Shares registered in the temporary account above, granting hereby to you an irrevocable mandate to perform directly or indirectly in he name and on behalf of the undersigned all the necessary formalities in connection with the transfer of the Shares to the Offeror. All of the above upon payment of the Fee, as better pecified in the Offer Document.				
REPRESENTS	after the delivery of the	ccept henceforth the cancellation of the transaction in the event of irregularities in the data contained in this Acceptance Form as a result of the checks and controls performed the delivery of the Shares matter of this Acceptance Form.				
ACKNOWLEDGES	 Document and with 1 that in the Offer Doc Offer, as further spee or, if applicable, on to the Offeror; the Shares tendered the Terms and the Te remain in the owners that the acceptance of 5) that the Offer, being that the Tendering S Shares at an Appoint the Depository Inter that the Fee per Sha including the substiti of the Offer and the the Reopening of the 	the formalities indicated in Paragraph F. or rument is envisaged that the payment of the cified in the Offer Document, within the the Date of Payment upon Reopening of to the Offer will remain bound to it until endering Shareholders may exercise their ship of the same Tendering Shareholders; of the Offer is irrevocable, without prejuding mandatory, is not subject to any Condition hareholders will remain exclusively responded to the mediaries fail to transfer the Fee to the para re is intended net of stamp taxes, inasmute tax on capital gains, if due, shall remar- relevant Payment Date and between the con- tendent of the stamp taxes in the state of the	of the Offer Document; he Fee per Share will be e agreed time and the terms the Terms of the Offer. Su the Payment Date or, in t economic rights (e.g. pre- ice to the possibility to ten n of Effectiveness; onsible for the risk that ti ceptance Period (or of the rties entitled thereto or de uch as they are due, expe ain in charge of the Tender late of Acceptance of the t	xecuted, without prejudice without disclosed pursuant to the provisi ich payment is subject to the execc he case of the Reopening of the T emption rights) and corporate righ der under any competing offers, p ne Depository Intermediaries do n potential Reopening of the Accep ay such transfer; and nses, fees, commissions which sl ing Shareholders and no interest s	"), as better described in the Paragraph E.1 of the C at prejudice to any extensions and/or amendments to ons of the law in force, in cash on the Date of Payn ution of the formalities necessary to transfer the Sh Ferms, on he Payment Date following the Reopenin, hts (e.g. voting rights) relating to the Shares, which ursuant to applicable laws and regulations; not deliver the Acceptance Forms or do not deposit tance Period) and that the Appointed Intermediaries nall remain in charge of the Offeror, while other ta shall be paid on the Fee between the date of Accepta g of the Terms and the relevant Payment Date follow	g of will the and xes, ance
AUTHORISES					at	
		account no			at	
					ent to	,
		being the ov				
REPRESENT	 a) to be aware that the 6 and Regulation 14E Exchange Act, and ir b) to be aware that the 6 the authorization by countries may be sul with such laws and, 1 further information p c) not to have received Countries, and not to by way of illustration Countries' regulated 	Offer is directed, on equal terms, to all hol under, the U.S. Securities Exchange Act (" a any event always in accordance with Ital Offer was not and will not be made nor di the competent authorities or other requir oject to specific obligations or restrictions therefore, before accepting the Offer, they lease refer to Warning A.17 and Section F, and/or sent copies or originals of this Acc have otherwise used, in connection with n and without limitation, the postal netwo market; and	ders of the Shares and is b U.S. Securitics Exchange ian law (for further inform sclosed in Canada, Japan a rements from the Offeror imposed by legal or regu are responsible for determ , Paragraph F.4, of the Off ceptance Form, of the Off the Offer, directly or indir ork, fax, telex, e-mail, telep	eing made in Italy, as well as in th Act "), in pursuance of the exempi- tation please refer to Notice A.17 ar and Australia, as well as in any cou- (the " Other Countries "), that the latory provisions, and that the reci- nining whether such laws exist and or Document); er Document and/or of any other of cetly, national or international inst hone and internet, and/or any other	e United States of America, pursuant to Section 14(e tions provided for in Rule 14d-1(d) of the U.S. Secur nd Section F, Paragraph F.4, of the Offer Document); untry where such Offer is not permitted in the absence e acceptance of the Offer by persons residing in cet pients of the Offer are solely responsible for comply d are applicable, by relying on their own consultants document connected with the Offer from or to the O ruments of communication and/or commerce (includ er informatics tool) or any structure of any of the O ent authorities at the time of delivery or signing of	ities e of tain ying (for ther ling, ther
present request will a regularity and alloca Intermediaries, the In that perform function this request and, ther	be processed, also through ations). Personal data will atermediary in Charge of Co al or support activities as n refore, failure to provide eve	the use of computerized and telematic proce be processed, in their capacity as indepena oordinating the Collection of Acceptances (U ecessary for the operation. The needs indica n partial data determines the inadmissibility	edures, for the needs direct lent Data Controllers, each UniCredit Bank AG, Milan A ted represent the legal basi. 9 of the same. In relation to	ly connected and instrumental to th for the purposes connected and in Branch office), the Offeror, the Depo that legitimizes the relevant proces the above described data processing	tre informed that the personal data indicated by them in e Offer (collection of the Acceptances, verification of I strumental to their role in the operation by the Appoi sitary Intermediaries and the companies identified by t sing. The provision of personal data is necessary to exe , the interested party may exercise all the rights that GI ank AG, Milan Branch, please refer to the website www	their nted hem cute DPR

Place ______, date _____

The Tendering Shareholder or his/her/its representative

italy.unicreditgroup.eu).

Stamp and signature of the Appointed Intermediary

The DEPOSITORY INTERMEDIARY receiving this Acceptance Form represents, at the time of presentation by the Tendering Shareholder (or his/her/its representative) and on its own responsibility: a) to be the depository of the above-mentioned Shares;



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To the Appointed Ir	termediary					
	stered office at					
holding no the full ownership a	ordinary share and availability, as well as the absence of a	s of the Issuer (the "Shares"), with par value any liens and encumbrances of any kind and	e of EUR 0.52, regular entitlement and freely the	ransferable, of which the undersigned guarantees at capitalized terms not otherwise defined in this		
REPRESENTS	registered office of the Issuer (in Ozzano of the Intermediary Appointed to Coord	e aware of all the conditions, terms and modalities of this Offer as per the Offer Document prepared for the purposes of the Offer itself and made available to the public at the stered office of the Issuer (in Ozzano dell'Emilia (BO), Via Emilia 428-442), the registered office of the Offeror (in Bologna, Via Luigi Carlo Farini n. 11), the registered office he Intermediary Appointed to Coordinate the Collection of Acceptances, UniCredit Bank AG, Milan branch office (in Milano, Piazza Gae Aulenti n. 4 – Tower C) and of the pointed Intermediaries as specified in the Offer Document, as well as on the website of the Issuer (www.ima.it) and on the web site of the Global Information Agent w.morrowsodali-transactions.com).				
ACCEPTS	irrevocably and unconditionally this Offe	r for no	Shares that:			
	 will be transferred to the above-mention are deposited with you concurrently will be transferred to/deposited with you 	oned account as a result of a stock exchange with the signing of this Acceptance Form; you timely, with the engagement expressly a	e settlement; ccepted herein below, by the Depository Intern	nediary relating to such Shares.		
AUTHORISES	0		I for the purposes of this Offer, if applicable.	- l. l		
PERMITS		nenceforth with the transfer to the Offeror of the Shares registered in the temporary account above, granting hereby to you an irrevocable mandate to perform directly or indirectly in he name and on behalf of the undersigned all the necessary formalities in connection with the transfer of the Shares to the Offeror. All of the above upon payment of the Fee, as better pecified in the Offer Document.				
REPRESENTS		to accept henceforth the cancellation of the transaction in the event of irregularities in the data contained in this Acceptance Form as a result of the checks and controls performed after the delivery of the Shares matter of this Acceptance Form.				
ACKNOWLEDGES	 Document and with the formalities in 2) that in the Offer Document is envisag Offer, as further specified in the Offe or, if applicable, on the Date of Payn to the Offeror; 3) the Shares tendered to the Offer will the Terms and the Tendering Shareho remain in the ownership of the same ' 4) that the acceptance of the Offer is irres 5) that the Offer, being mandatory, is no 6) that the Tendering Shareholders will Shares at an Appointed Intermediary the Depository Intermediaries fail to to including the substitute tax on capital of the Offer and the relevant Paymen the Reopening of the Terms. 	dicated in Paragraph F. of the Offer Docume ed that the payment of the Fee per Share wi r Document, within the agreed time and the tent upon Reopening of the Terms of the Of remain bound to it until the Payment Date of lders may exercise their economic rights (e. Fendering Shareholders; vocable, without prejudice to the possibility t subject to any Condition of Effectiveness; remain exclusively responsible for the risk by the last day of the Acceptance Period (or ransfer the Fee to the parties entitled thereto t of stamp taxes, inasmuch as they are due gains, if due, shall remain in charge of the 't t Date and between the date of Acceptance of	ent; Il be executed, without prejudice without preju- terms disclosed pursuant to the provisions of fer. Such payment is subject to the execution of or, in the case of the Reopening of the Terms, y g, pre-emption rights) and corporate rights (e.g to tender under any competing offers, pursuan that the Depository Intermediaries do not deli of the potential Reopening of the Acceptance F o or delay such transfer; and , expenses, fees, commissions which shall rer Tendering Shareholders and no interest shall be	etter described in the Paragraph E.1 of the Offer dice to any extensions and/or amendments to the the law in force, in cash on the Date of Payment of the formalities necessary to transfer the Shares on he Payment Date following the Reopening of g. voting rights) relating to the Shares, which will t to applicable laws and regulations; ever the Acceptance Forms or do not deposit the Period) and that the Appointed Intermediaries and main in charge of the Offeror, while other taxes, e paid on the Fee between the date of Acceptance Terms and the relevant Payment Date following		
AUTHORISES	this Appointed Intermediary or Depositar					
				at,		
				;		
	of EUR	being the overall Fee for the Sh	ares tendered.			
REPRESENT	 a) to be aware that the Offer is directed, and Regulation 14E under, the U.S. Sc Exchange Act, and in any event alway b) to be aware that the Offer was not and the authorization by the competent a countries may be subject to specific of with such laws and, therefore, before further information please refer to Wa c) not to have received and/or sent copic Countries, and not to have otherwise by way of illustration and without lin Countries' regulated market; and 	on equal terms, to all holders of the Shares a courities Exchange Act ("U.S. Securities Exc s in accordance with Italian law (for further i l will not be made nor disclosed in Canada, J uthorities or other requirements from the O bilgations or restrictions imposed by legal o accepting the Offer, they are responsible for ming A.17 and Section F, Paragraph F.4, of tl ess or originals of this Acceptance Form, of th used, in connection with the Offer, directly o initation, the postal network, fax, telex, e-mai	nd is being made in Italy, as well as in the Unite change Act "), in pursuance of the exemptions pu- nformation please refer to Notice A.17 and Sect (apan and Australia, as well as in any country w fferor (the " Other Countries "), that the accep r regulatory provisions, and that the recipients determining whether such laws exist and are ap the Offer Document); he Offer Document and/or of any other document r indirectly, national or international instrument I, telephone and internet, and/or any other info	d States of America, pursuant to Section 14(e) of, rovided for in Rule 14d-1(d) of the U.S. Securities tion F, Paragraph F.4, of the Offer Document); here such Offer is not permitted in the absence of tance of the Offer by persons residing in certain of the Offer are solely responsible for complying oplicable, by relying on their own consultants (for ent connected with the Offer from or to the Other is of communication and/or commerce (including, rmatics tool) or any structure of any of the Other horities at the time of delivery or signing of this		
present request will a regularity and alloca Intermediaries, the In that perform function this request and, ther	be processed, also through the use of comput titons). Personal data will be processed, in t ttermediary in Charge of Coordinating the Co al or support activities as necessary for the op efore, failure to provide even partial data det	erized and telematic procedures, for the needs heir capacity as independent Data Controller, ellection of Acceptances (UniCredit Bank AG, I peration. The needs indicated represent the lege ermines the inadmissibility of the same. In relat	directly connected and instrumental to the Offer s, each for the purposes connected and instrumen Milan Branch office), the Offeror, the Depositary J al basis that legitimizes the relevant processing. T ion to the above described data processing, the im	rmed that the personal data indicated by them in the collection of the Acceptances, verification of their ntal to their role in the operation by the Appointed Intermediaries and the companies identified by them he provision of personal data is necessary to execute terested party may exercise all the rights that GDPR dial meanch, please refer to the website www.ib-		

Place _____, date _____

The Tendering Shareholder or his/her/its representative

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Stamp and signature of the Appointed Intermediary

The DEPOSITORY INTERMEDIARY receiving this Acceptance Form represents, at the time of presentation by the Tendering Shareholder (or his/her/its representative) and on its own responsibility: a) to be the depository of the above-mentioned Shares;



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To the Appointed In	ed Intermediary				
	ed (name, surname or company name) TAX code/ VAT number				
	on on				
	n registered office at address	ZIP code			
holding no the full ownership a	ordinary shares of the Issuer (the " Shares "), with par value of EUR 0.52, regular entitlement and freely transferable (hip and availability, as well as the absence of any liens and encumbrances of any kind and nature, whether <i>in rem</i> or personal; given that capitalize n (the " Acceptance Form ") have the same meaning ascribed to them in the offer document prepared for the purposes of the Offer (the " Offer Document ") have the same meaning ascribed to them in the offer document prepared for the purposes of the Offer (the " Offer Document ") have the same meaning ascribed to them in the offer document prepared for the purposes of the Offer (the " Offer Document ") have the same meaning ascribed to them in the offer document prepared for the purposes of the Offer (the " Offer Document ") have the same meaning ascribed to them in the offer document prepared for the purposes of the Offer (the " Offer Document ") have the same meaning ascribed to them in the offer document prepared for the purposes of the Offer (the " Offer Document ") have the same meaning ascribed to them in the offer document prepared for the purposes of the Offer (the " Offer Document ") have the same meaning ascribed to them in the offer document prepared for the purposes of the Offer (the " Offer Document ") have the same meaning ascribed to them in the offer document prepared for the purposes of the Offer (the " Offer Document ") have the same meaning ascribed to them in the offer document prepared for the purposes of the Offer (the " Offer Document ") have the same meaning ascribed to them in the offer document prepared for the purposes of the Offer (the " Offer Document ") have the same meaning ascribed to them in the offer document prepared for the purposes of the Offer (the " Offer Document ") have the same meaning ascribed to them in the offer document prepared for the purposes of the Offer (the form of the purpose) have the purpose of the Offer (the form of the purpose) have the purpose of the purpose of the purpose of the purpose) h	, of which the undersigned guarantees ed terms not otherwise defined in this			
REPRESENTS	be aware of all the conditions, terms and modalities of this Offer as per the Offer Document prepared for the purposes of the Offer itself and made available to the public at the egistered office of the Issuer (in Ozzano dell'Emilia (BO), Via Emilia 428-442), the registered office of the Offeror (in Bologna, Via Luigi Carlo Farini n. 11), the registered office of the Intermediary Appointed to Coordinate the Collection of Acceptances, UniCredit Bank AG, Milan branch office (in Milano, Piazza Gae Aulenti n. 4 – Tower C) and of the appointed Intermediaries as specified in the Offer Document, as well as on the website of the Issuer (www.ima.it) and on the web site of the Global Information Agent www.morrowsodali-transactions.com).				
ACCEPTS	irrevocably and unconditionally this Offer for no Shares that:				
AUTHORISES	 are already deposited with you on the securities account noin the name of:in the name of:				
PERMITS	henceforth with the transfer to the Offeror of the Shares registered in the temporary account above, granting hereby to you an irrevocable mand	accords with the transfer to the Offeror of the Shares registered in the temporary account above, granting hereby to you an irrevocable mandate to perform directly or indirectly in name and on behalf of the undersigned all the necessary formalities in connection with the transfer of the Shares to the Offeror. All of the above upon payment of the Fee, as better			
REPRESENTS	S to accept henceforth the cancellation of the transaction in the event of irregularities in the data contained in this Acceptance Form as a result after the delivery of the Shares matter of this Acceptance Form.	of the checks and controls performed			
ACKNOWLEDGES	 Document and with the formalities indicated in Paragraph F. of the Offer Document; 2) that in the Offer Document is envisaged that the payment of the Fee per Share will be executed, without prejudice without prejudice to any Offer, as further specified in the Offer Document, within the agreed time and the terms disclosed pursuant to the provisions of the law in or, if applicable, on the Date of Payment upon Reopening of the Terms of the Offer. Such payment is subject to the execution of the form to the Offeror; 3) the Shares tendered to the Offer will remain bound to it until the Payment Date or, in the case of the Reopening of the Terms, on he Payment Terms and the Tendering Shareholders may exercise their economic rights (e.g. pre-emption rights) and corporate rights (e.g. voting rights may in the ownership of the same Tendering Shareholders; 4) that the acceptance of the Offer is irrevocable, without prejudice to the possibility to tender under any competing offers, pursuant to applicate the the offer, being mandatory, is not subject to any Condition of Effectiveness; 6) that the Tendering Shareholders will remain exclusively responsible for the risk that the Depository Intermediaries do not deliver the Acceptance and Appointed Intermediary by the last day of the Acceptance Period (or of the potential Reopening of the Acceptance Period) and the Depository Intermediaries fail to transfer the Fee to the parties entitled thereto or delay such transfer; and 7) that the Fee per Share is intended net of stamp taxes, inasmuch as they are due, expenses, fees, commissions which shall remain in charge of the Offer and the relevant Payment Date and between the date of Acceptance of the Offer in the case of the Reopening of the Terms and the Deposing of the Terms. 	v extensions and/or amendments to the force, in cash on the Date of Payment alities necessary to transfer the Shares ment Date following the Reopening of ghts) relating to the Shares, which will able laws and regulations; eceptance Forms or do not deposit the that the Appointed Intermediaries and arge of the Offeror, while other taxes, the Fee between the date of Acceptance d the relevant Payment Date following			
	BAN a non-transferable cashier's check in the name of to be sent to	;			
	of EUR to be sent to to be sent to				
REPRESENT	 a) to be aware that the Offer is directed, on equal terms, to all holders of the Shares and is being made in Italy, as well as in the United States of and Regulation 14E under, the U.S. Securities Exchange Act ("U.S. Securities Exchange Act"), in pursuance of the exemptions provided for Exchange Act, and in any event always in accordance with Italian law (for further information please refer to Notice A.17 and Section F, Para b) to be aware that the Offer was not and will not be made nor disclosed in Canada, Japan and Australia, as well as in any country where such 0 the authorization by the competent authorities or other requirements from the Offeror (the "Other Countries"), that the acceptance of the countries may be subject to specific obligations or restrictions imposed by legal or regulatory provisions, and that the recipients of the Offer with such laws and, therefore, before accepting the Offer, they are responsible for determining whether such laws exist and are applicable, b further information please refer to Warning A.17 and Section F, Paragraph F.4, of the Offer Document); c) not to have received and/or sent copies or originals of this Acceptance Form, of the Offer Document and/or of any other document connect Countries, and not to have otherwise used, in connection with the Offer, directly or indirectly, national or international instruments of comm by way of illustration and without limitation, the postal network, fax, telex, e-mail, telephone and internet, and/or any other informatics to Countries' regulated market; and d) to be outside of the Other Countries where such Offer is not permitted in the absence of authorisation from the competent authorities at Acceptance Form. 	in Rule 14d-1(d) of the U.S. Securities graph F.4, of the Offer Document); Offer is not permitted in the absence of the Offer by persons residing in certain r are solely responsible for complying y relying on their own consultants (for ed with the Offer from or to the Other unication and/or commerce (including, a)) or any structure of any of the Other			
present request will b regularity and alloca Intermediaries, the In that perform function, this request and, there	for the purposes of Article 13 of the General Data Protection Regulation (UE) 2016/679 ("GDPR"), the Tender Shareholders to the Offer are informed that the will be processed, also through the use of computerized and telematic procedures, for the needs directly connected and instrumental to the Offer (collection inlocations). Personal data will be processed, in their capacity as independent Data Controllers, each for the purposes connected and instrumental to the offer (collection of Acceptances (UniCredit Bank AG, Milan Branch office), the Offeror, the Depositary Intermediar ctional or support activities as necessary for the operation. The needs indicated represent the legal basis that legitimizes the relevant processing. The provision therefore, failure to provide even partial data determines the inadmissibility of the same. In relation to the above described data processing, the interested part according to the terms and conditions specified in the privacy sections published on the channels of the Data Controllers (for Unicredit Bank AG, Milan Brach Soft).	of the Acceptances, verification of their role in the operation by the Appointed ies and the companies identified by them of personal data is necessary to execute ty may exercise all the rights that GDPR			

Place _____, date _____

The Tendering Shareholder or his/her/its representative

italy.unicreditgroup.eu).

Stamp and signature of the Appointed Intermediary

The DEPOSITORY INTERMEDIARY receiving this Acceptance Form represents, at the time of presentation by the Tendering Shareholder (or his/her/its representative) and on its own responsibility: a) to be the depository of the above-mentioned Shares;