

### ACCEPTANCE FORM

FOR THE TOTALITARIAN VOLUNTARY PUBLIC EXCHANGE OFFER

pursuant to Articles 102 and 106, Paragraph 4, of Legislative Decree No. 58 of 24 February 1998 ("TUF"), as amended and supplemented (the "Offer"),
launched by BPER Banca S.p.A. ("BPER" or the "Offeror") for a maximum amount of No. 451,835,777 ordinary shares of Banca Popolare di Sondrio S.p.A (the "Issuer"), other than

No. 1,550,000 shares of the Issuer already held by the Offeror

To the Responsible Intermediary	
The undersigned (name, surname or c	. ,
	on tax code/VAT number citizenship/nationality
	resident in/with registered office at Address
O	postal codeowner of Noordinary shares of the Issuer (the "BP Sondric"
,,	ividend entitlement and freely transferable, of which I hereby represent that they are legitimately, exclusively and fully in my property and at my
•	brances of any type and nature, whether in rem or personal, considering that the terms in capital letters not otherwise defined in this Acceptance
Form shall have the same meaning as ascrib	ped to them in the offer document prepared for the purpose of the Offer (the "Offer Document"),
REPRESENT	to be aware of all the terms, conditions and procedures of the Offer as set out in the Offer Document and in the exemption document (the "Exemption Document") prepared by BPER for the purpose of the Offer and made available to the public, <i>inter alia</i> , at (i) the registered office of BPER (No. 8/20, via San Carlo, Modena); (ii) the registered office of the Intermediary Responsible for Coordinating the Collection of Tenders Equita SIM S.p.A. (No. 9, via Filippo Turati, Milan); (iii) the registered office of the Responsible Intermediaries as indicated in the Offer Document (iv) the website of BPER, <a href="https://group.bper.it">https://group.bper.it</a> , and of the Global Information Agent, <a href="https://sodali.com/">https://sodali.com/</a> ;
ACCEPT	irrevocably the Offer for No. BP Sondrio Shares that:
	are already deposited with you in the securities account No.
	under the name of;
	<ul> <li>will be transferred in the above-mentioned securities account following settlement by stock exchange;</li> </ul>
	will be deposited with you simultaneously with the signing of this acceptance form (the "Acceptance Form");
	will be timely transferred to you/deposited with you by virtue of the mandate expressly accepted at the end of this Acceptance Form by the Depositary Intermediary of the BP Sondrio Shares indicated above;
AUTHORISE	the placing of the BP Sondrio Shares indicated above in a temporary account at your bank set up solely for the purpose of this Offer, where applicable;
AGREE	henceforth with the transfer to the Offeror of the BP Sondrio Shares placed into the said temporary securities account, granting you an irrevocable mandate to perform directly or indirectly in the name and on behalf of the undersigned all the necessary formalities in connection with the transfer of the BP Sondrio Shares to the Offeror, against the delivery of the Consideration on the Payment Date, as defined in the Offer Document and as better specified therein;
DECLARE	<ul> <li>to accept henceforth the cancellation of the transaction in the event that irregularities are found in the data contained in this Acceptance Form following the checks and controls performed after the delivery of the BP Sondrio Shares;</li> <li>to be aware that, in consideration of the fact that the BP Sondrio Shares are subject to the dematerialization regime provided for by Articles 83-bis et seq. of the TUF, and by the Regulation adopted by CONSOB and Banca d'Italia with Resolution of 22 February 2008, as subsequently amended and supplemented, the execution of the Acceptance Form also constitutes an irrevocable instruction given to the Responsible Intermediary (or to the relevant Depository Intermediary with which the BP Sondrio Shares are deposited on securities account), to transfer the BP Sondrio Shares on deposit with such intermediaries in favour of the Offeror;</li> </ul>
ACKNOWLEDGE	<ol> <li>that the tendering to the Offer is irrevocable, without prejudice to the possibility of expressly communicate the intention to withdraw its adhesion in order to adhere to competing offers or in the additional cases provided for in the Offer Document, pursuant to the applicable laws and regulations;</li> <li>that the Offer will be completed only upon the fulfilment of the Effectiveness Conditions, or upon the waiver thereof by BPER, as explained and described in Section A, Paragraph A.1, of the Offer Document. Should one or more of the Effectiveness Conditions not be fulfilled (or be waived, as the case may be), the Offer will not be completed and the BP Sondrio Shares tendered to the Offer will be made available to their holders, at no cost or expense to them, within the Trading Day following the date on which failure to complete the Offer has been communicated by BPER;</li> <li>that the Acceptance Period started at 8:30 a.m., Italian time, on 16 June 2025 and will end at 5:30 p.m., Italian time, on 11 July 2025, first and last day included, subject to the possible Reopening of the Terms and any extensions to the Offer that may occur in accordance with applicable laws and regulations, as provided in Section F, Paragraph F.1.1 of the Offer Document;</li> <li>that the consideration for the Offer (the "Consideration") will be equal, for each BP Sondrio Share tendered to the Offer, to No. 1.450 BPER Shares and, therefore, No. 29 BPER Shares out of every No. 20 BP Sondrio Shares tendered to the Offer, as better described at Section E Paragraph E.1, of the Offer Document;</li> <li>that, if the result of the BPER Shares assigned as Consideration is not a whole number, the tendering shareholders will be entitled to receive the Cash Amount of the Fractional Part and that if a tendering shareholder tenders in the Offer a number of BP Sondrio Shares lower than 20 such tendering shareholder will be entitled to receive only the Cash Amount of the Fractional Part, as indicated and defined in the</li></ol>
DELEGATES	irrevocably the Intermediary Responsible for Coordinating the Collection of Tenders to sell on the regulated market Euronext Milan, in the name and on behalf of the undersigned, any Fractional Part he/she would be entitled to, equal to No.  BPER Shares, deriving from the exchange against the BP Sondrio Shares pursuant to Section F, Paragraph F.6, of the Offer Document, paying to the undersigned through this Responsible Intermediary, the Cash Amount of the Fractional Part (determined based on the methods set forth under Section F, Paragraph F.6 of the Offer Document and as defined therein) on the following terms;

# $\label{thm:commercial} \textbf{Teleborsa: distribution and commercial use strictly prohibited}$

	Teleborsa: distribution a	nd commercial use strictly prohibited emark
AUTHORISE		under the name of nders of the Fractional Part due to the undersigned for the exchange R Shares, paying, directly or indirectly, the Cash Amount of the under the name of under the name of, IBAN
through the use of information and compute consideration), which is the legal basis for p in whole or in part the said personal data v solely for the purposes related and instrum	<ul> <li>a) to be aware that the Offer is being launched exclusively in Italy as the BP So without distinction and on equal terms, to all shareholders of the Issuer;</li> <li>b) to be aware that the Offer has not been and will not be made in or into the Unwhere making the Offer or tendering therein would not be in compliance wind would require any registration, approval or filing with any regulatory au information see Section F, Paragraph F.4, of the Offer Document); and</li> <li>c) to (i) have not received and/or sent copies or originals of this Acceptance Fo including the Exemption Document, from or to the Excluded Countries and or indirectly, national or international instruments of communication or or example and without limitation to, the postal network, fax, telex, e-mail, te structure of any of the Excluded Countries' financial intermediaries and (ii) execution of this Acceptance Form.</li> <li>fon 2016/679 (the "GDPR"), the shareholders tendering to the Offer are informed that expresses, solely for the purposes directly related and instrumental to the Offer (e.g. co processing such data. The provision of personal data is necessary to perform the obligation of the content of the content of the purpose of the content of the Intermediary Responsible for Countries in this transaction, by the Intermediary Responsible for Countries in this transaction, by the Intermediary Responsible for Countries in this transaction, by the Intermediary Responsible for Countries in this transaction, by the Intermediary Responsible for Countries in this transaction, by the Intermediary Responsible for Countries in this transaction, by the Intermediary Responsible for Countries in this transaction, by the Intermediary Responsible for Countries in this transaction, by the Intermediary Responsible for Countries in this transaction, by the Intermediary Responsible for Countries in this transaction.</li> </ul>	inited States, Canada, Japan, Australia and in any other jurisdictions in the securities or other laws or regulations of such jurisdiction or athority (such countries, the "Excluded Countries") (for further orm, the Offer Document and/or any document relating to the Offer, directly ommerce of any of the Excluded Countries (including, by way of elephone and Internet, and/or any other electronic medium), or any be outside of the Excluded Countries at the time of the delivery or the personal data provided in this form will be processed, including allection of the tenders, control of their correctness and payment of the lons under this Acceptance Form and, therefore, any refusal to provide essend, in their role as separate and independent Data Controllers and Coordinating the Collection of Tenders, the Offeror, the Responsible
to the above-mentioned processing, the per channels of the Data Controllers. The data	ies as well as by the companies appointed by such data controllers to perform functiona rson providing the data may exercise any right specifically attributed by the GDPR ut will be retained only for the period of time necessary for the pursuit of the aforementic talian Civil Code or by specific provisions of law, for administrative purposes and/or	nder the terms set forth in the privacy section made available on the oned purposes, after which they will be stored in compliance with the
Place, Dat	te	
The tendering shareholder (or i	s/her representative)	Stamp and signature of the Responsible Intermediary
responsibility: a) to be the depositary of the aboveme b) to perform the formalities necessar	receiving this Acceptance Form represents, at the time of presentation by the tender entioned BP Sondrio Shares owned by the tendering shareholder; y for the transfer of the BP Sondrio Shares to this Responsible Intermediary exchange last day of the possible Reopening of the Terms, subject to any extension or	usively through Monte Titoli S.p.A., within and no later than the
		Stamp and signature of the Depositary Intermediary



### ACCEPTANCE FORM

FOR THE TOTALITARIAN VOLUNTARY PUBLIC EXCHANGE OFFER

pursuant to Articles 102 and 106, Paragraph 4, of Legislative Decree No. 58 of 24 February 1998 ("TUF"), as amended and supplemented (the "Offer"), launched by BPER Banca S.p.A. ("BPER" or the "Offeror") for a maximum amount of No. 451,835,777 ordinary shares of Banca Popolare di Sondrio S.p.A (the "Issuer"), other than No. 1,550,000 shares of the Issuer already held by the Offeror

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postal code			- 1	
Shares "), without nominal value, regular dividend entificement and freely transferable, or which I breatly regresses that they are legitimately, exclusively and fully in my property and at my ground are velocitied for or five or flower of the search consultances of any type and antare, whether in rev on personal, considering that the terms in expalla lextons not editorized defined in this Acceptance Form shall have the same meaning as acerbode to them in the offer document prepared for the purpose of the Offer and made available to the public, inter alia, it (i) the registered office of the Internating Responsible for Constitution of Park Ros. Ser. (ii) same funding the Collection of Tenders, Espain SMS 5, A. (No. 9, via Filippo Turati, Milan); (iii) the registered office of the Responsible International time of Collection of Tenders, Espain SMS 5, A. (No. 9, via Filippo Turati, Milan); (iii) the registered office of the Responsible International season of the second of the second of the second of the Responsible International season of the second of the second of the second of the Responsible International season of the second of the second of the Responsible International season of the second of the Responsible International season of the second of the Responsible International season of the Responsible International season of the second of the Responsible International season of				
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are already deposited with you in the securities account No.  under the name of  will be transferred in the above-mentioned securities account following settlement by stock exchange;  will be deposited with you simultaneously with the signing of this acceptance form (the "Acceptance Form");  will be timely transferred to you'deposited with you by virtue of the mandate expressly accepted at the end of this Acceptance Form by the Depositary Intermediary of the BP Sondrio Shares indicated above;  the placing of the BP Sondrio Shares indicated above;  account at your bank set up solely for the purpose of this Offer, where applicable;  be benearforth with the transfer to the Offeror of the BP Sondrio Shares placed into the said temporary securities account, granting you an irrevocable mandate to perform directly or indirectly in the name and on behalf of the undersigned all the necessary formalities in connection with the transfer of the BP Sondrio Shares to the Offeror, against the delivery of the Consideration on the Pyment acceptance for the BP Sondrio Shares to the Offeror, against the delivery of the Consideration on the Pyment of the Consideration of the Consideration on the Pyment of the Consideration on the Pyment of the Consideration on the Pyment of the Consideration of the Consideration on the Pyment of the Consideration on the Pyment of the Consideration of the Consideration on the Pyment of the Consideration on the Offeroid and Pyment of the Consideration on the Consideration of the Pyment of the Consideration of the Consi	REPRESENT	"Exemption Document") prepared by BPER for the purpose of the Offer and made available to the public, <i>inter alia</i> , at (i) the registered office of BPER (No. 8/20, via San Carlo, Modena); (ii) the registered office of the Intermediary Responsible for Coordinating the Collection of Tender Equita SIM S.p.A. (No. 9, via Filippo Turati, Milan); (iii) the registered office of the Responsible Intermediaries as indicated in the Offer Documen	e s,	
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mandate to perform directly or indirectly in the name and on behalf of the undersigned all the necessary formalities in connection with the transfer of the BP Sondrico Shares to the Offeror, against the delivery of the Consideration on the Payment Date, as defined in the Offer Document and as better specified therein;  - to accept henceforth the cancellation of the transaction in the event that irregularities are found in the data contained in this Acceptance Form following the checks and controls performed after the delivery of the BP Sondrico Shares; - to be aware that, in consideration of the fact that the BP Sondrico Shares are subject to the dematerialization regime provided for by Articles 83-86 st 4se, of the TUF, and by the Regulation adapted by CONSOB and Banac of Italia with Resolution of 22 February 2008, as subsequently amended and supplemented, the execution of the Acceptance Form also constitutes an irrevocable instruction given to the Responsible Intermediacy or to the relation of the Offer or Microbial Payment of the Offeror.  - ACKNOWLEDGE  1. that the Indering to the Offer is irrevocable, without prejudice to the possibility of expressly communicate the intention to withdraw its adhesion in order to adhere to competing offers or in the additional cases provided for in the Offer Document, pursuant to the applicable laws and regulations;  2. that the Offer will be completed only upon the fulfilment of the Effectiveness Conditions, or upon the waiver thereof by BPER, as explained and described in Section A, Paragraph A.1, of the Offer Document. Should one or more of the Effectiveness Conditions not be fulfilled for be waived, as the case may be), the Offer will not be completed and the BP Sondrio Shares tendered to the Offer will be made available to their bolders, at no cost or expense to them, within the Trading Day following the date on which failure to complete the Offer has been communicated by BPER.  3. that the Acceptance Period started at 8:30 a.m., Italian time, on 16 June 2025 and will	AUTHORISE		æ	
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adhesion in order to adhere to competing offers or in the additional cases provided for in the Offer Document, pursuant to the applicable laws and regulations;  2. that the Offer will be completed only upon the fulfilment of the Effectiveness Conditions, or upon the waiver thereof by BPER, as explained and described in Section A, Paragraph A.1, of the Offer Document. Should one or more of the Effectiveness Conditions not be fulfilled (or be waived, as the case may be), the Offer will not be completed and the BP Sondrio Shares tendered to the Offer will be made available to their holders, at no cost or expense to them, within the Trading Day following the date on which failure to complete the Offer has been communicated by BPER;  3. that the Acceptance Period started at 8:30 a.m., Italian time, on 16 June 2025 and will end at 5:30 p.m., Italian time, on 11 July 2025, first and last day included, subject to the possible Reopening of the Terms and any extensions to the Offer that may occur in accordance with applicable laws and regulations, as provided in Section F, Paragraph F.1.1 of the Offer Document;  4. that the consideration for the Offer (the "Consideration") will be equal, for each BP Sondrio Share tendered to the Offer, as better described at Section E, Paragraph E.1, of the Offer Document;  5. that, if the result of the BPER Shares assigned as Consideration is not a whole number, the tendering shareholders will be entitled to receive only the Cash Amount of the Fractional Part as indicated and defined in the Offer Document (Section F, Paragraph F.6);  6. that the Consideration will be paid, as indicated in the Offer Document (Section F, Paragraph F.6);  7. that Consideration will be paid, as indicated in the Offer Document (Section F, Paragraph F.6);  8. that the shareholders tendering in the Offer Document and as better specified therein). Such payment is subject to the completion of the formalities necessary to transfer the BP Sondrio Shares to the Offeror, while any income, withholding or substitute t	DECLARE	following the checks and controls performed after the delivery of the BP Sondrio Shares;  to be aware that, in consideration of the fact that the BP Sondrio Shares are subject to the dematerialization regime provided for by Articles 83 bis et seq. of the TUF, and by the Regulation adopted by CONSOB and Banca d'Italia with Resolution of 22 February 2008, as subsequently amended and supplemented, the execution of the Acceptance Form also constitutes an irrevocable instruction given to the Responsible Intermediary (or to the relevant Depository Intermediary with which the BP Sondrio Shares are deposited on securities account), to transfer the	3- ly le	
irrevocably the Intermediary Responsible for Coordinating the Collection of Tenders, to sell on the regulated market Euronext Milan, in the name and on behalf of the undersigned, any Fractional Part he/she would be entitled to, equal to No.  BPER Shares, deriving from the exchange against the BP Sondrio Shares pursuant to Section F, Paragraph F.6, of the Offer Document, paying to the undersigned through this Responsible Intermediary, the Cash Amount of the Fractional Part (determined based on the methods set forth under Section F, Paragraph F.6 of	ACKNOWLEDGE	<ol> <li>adhesion in order to adhere to competing offers or in the additional cases provided for in the Offer Document, pursuant to the applicable law and regulations;</li> <li>that the Offer will be completed only upon the fulfilment of the Effectiveness Conditions, or upon the waiver thereof by BPER, as explaine and described in Section A, Paragraph A.1, of the Offer Document. Should one or more of the Effectiveness Conditions not be fulfilled (or be waived, as the case may be), the Offer will not be completed and the BP Sondrio Shares tendered to the Offer will be made available to the holders, at no cost or expense to them, within the Trading Day following the date on which failure to complete the Offer has been communicate by BPER;</li> <li>that the Acceptance Period started at 8:30 a.m., Italian time, on 16 June 2025 and will end at 5:30 p.m., Italian time, on 11 July 2025, first an last day included, subject to the possible Reopening of the Terms and any extensions to the Offer that may occur in accordance with applicabl laws and regulations, as provided in Section F, Paragraph F.1.1 of the Offer Document;</li> <li>that the consideration for the Offer (the "Consideration") will be equal, for each BP Sondrio Share tendered to the Offer, to No. 1.450 BPE Shares and, therefore, No. 29 BPER Shares out of every No. 20 BP Sondrio Shares tendered to the Offer, as better described at Section F Paragraph E.1, of the Offer Document;</li> <li>that, if the result of the BPER Shares assigned as Consideration is not a whole number, the tendering shareholders will be entitled to receive the Cash Amount of the Fractional Part and that if a tendering shareholder will be entitled to receive the Cash Amount of the Fractional Part, as indicated and defined in the Offer Document (Section F, Paragraph F.6);</li> <li>that the Consideration will be paid, as indicated in the Offer Document (Section F, Paragraphs F.5 and F.6), subject to potential extensions of amendments of the Offer disclosed in the mann</li></ol>	vs ed ed eir ed id le E, ve 0, er or iy er s, ill id vy ry	
	DELEGATES	irrevocably the Intermediary Responsible for Coordinating the Collection of Tenders, to sell on the regulated market Euronext Milan, in the name and on behalf of the undersigned, any Fractional Part he/she would be entitled to, equal to No.  BPER Shares, deriving from the exchange against the BP Sondrio Shares pursuant to Section F, Paragraph F.6, of the Offer Document, paying to the undersigned through the Responsible Intermediary, the Cash Amount of the Fractional Part (determined based on the methods set forth under Section F, Paragraph F.6 or the Offer Document, paying to the undersigned through the Responsible Intermediary, the Cash Amount of the Fractional Part (determined based on the methods set forth under Section F, Paragraph F.6 or the Offer Document, paying to the undersigned through the Responsible Intermediary, the Cash Amount of the Fractional Part (determined based on the methods set forth under Section F, Paragraph F.6 or the Offer Document, paying to the undersigned through the Responsible Intermediary, the Cash Amount of the Fractional Part (determined based on the methods set forth under Section F, Paragraph F.6 or the Offer Document, paying to the undersigned through the Responsible Intermediary, the Cash Amount of the Fractional Part (determined based on the methods set forth under Section F, Paragraph F.6 or the Offer Document, paying to the Undersigned through the Offer Document Part (determined based on the methods set forth under Section F, Paragraph F.6 or the Offer Document Part (determined based on the methods set forth under Section F, Paragraph F.6 or the Offer Document Part (determined based on the methods set forth under Section F, Paragraph F.6 or the Offer Document Part (determined based on the methods set forth under Section F, Paragraph F.6 or the Offer Document Part (determined based on the methods set forth under Section F, Paragraph F.6 or the Offer Document Part (determined based on the methods set forth under Section F, Paragraph F.6 or the Offer Document Part (determin	ne m is	

# $\label{thm:commercial} \mbox{Teleborsa: distribution and commercial use strictly prohibited}$

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	CERTI	FIED
AUTHORISE	the Responsible Intermediary to:	
	settle, directly or indirectly, the payment of the Consideration through the deposit of NoBPER Shares	•
	undersigned based on No. 1.450 BPER Shares for each BP Sondrio Share, through the registration, in dematerialized form, in the	
	account No , at under the name o	)1
	inform the Intermediary Responsible for Coordinating the Collection of Tenders of the Fractional Part due to the undersigned for the exchange	
	with the BP Sondrio Shares, equal to No.  BPER Shares, paying, directly or indirectly, the Cash Amount of the	
	Fractional Part:	
		of
	, at, IBAN	N
	2. by means of a non-transferable check in the name of to be sent to	
	2. by means of a non-transferable check in the name of to be sent to	0
		-
DECLARE	a) to be aware that the Offer is being launched exclusively in Italy as the BP Sondrio Shares are listed only on Euronext Milan, and it is addressed	i,
	without distinction and on equal terms, to all shareholders of the Issuer;	
	b) to be aware that the Offer has not been and will not be made in or into the United States, Canada, Japan, Australia and in any other jurisdiction where making the Offer or tendering therein would not be in compliance with the securities or other laws or regulations of such jurisdiction	
	or would require any registration, approval or filing with any regulatory authority (such countries, the "Excluded Countries") (for further	
	information see Section F, Paragraph F.4 of the Offer Document); and	
	c) to (i) have not received and/or sent copies or originals of this Acceptance Form, the Offer Document and/or any document relating to the	
	Offer, including the Exemption Document, from or to the Excluded Countries and to have not otherwise used in connection with the Offer	
	directly or indirectly, national or international instruments of communication or commerce of any of the Excluded Countries (including, by way of example and without limitation to, the postal network, fax, telex, e-mail, telephone and Internet, and/or any other electronic medium)	
	or any structure of any of the Excluded Countries' financial intermediaries and (ii) be outside of the Excluded Countries at the time of the	
	delivery or execution of this Acceptance Form.	١.
to the above-mentioned processing, the pe channels of the Data Controllers. The data ordinary limitation periods identified by th third parties.	es as well as by the companies appointed by such data controllers to perform functional or supporting activities necessary to the transaction. With reference son providing the data may exercise any right specifically attributed by the GDPR under the terms set forth in the privacy section made available on the will be retained only for the period of time necessary for the pursuit of the aforementioned purposes, after which they will be stored in compliance with the Italian Civil Code or by specific provisions of law, for administrative purposes and/or to assert or defend a right or a legitimate interest of the holders or of	
The tendering shareholder (or	s/her representative)  Stamp and signature of the Responsible Intermediary	
own responsibility: a) to be the depositary of the abovem b) to perform the formalities necessar	ecciving this Acceptance Form represents, at the time of presentation by the tendering shareholder (or his/her/its representative) and under its nationed BP Sondrio Shares owned by the tendering shareholder; for the transfer of the BP Sondrio Shares to this Responsible Intermediary exclusively through Monte Titoli S.p.A., within and no later than the e last day of the possible Reopening of the Terms, subject to any extension or amendment to the Offer that may occur in accordance with the Stamp and signature of the Depositary Intermediary	



### ACCEPTANCE FORM

FOR THE TOTALITARIAN VOLUNTARY PUBLIC EXCHANGE OFFER

pursuant to Articles 102 and 106, Paragraph 4, of Legislative Decree No. 58 of 24 February 1998 ("TUF"), as amended and supplemented (the "Offer"),
launched by BPER Banca S.p.A. ("BPER" or the "Offeror") for a maximum amount of No. 451,835,777 ordinary shares of Banca Popolare di Sondrio S.p.A (the "Issuer"), other than

No. 1,550,000 shares of the Issuer already held by the Offeror

resident invivib regulared of the same row of No.  Shares'), without nominal value, capitar dividued continuent and feely transcrable, of which I brody regrescent that they are legitimately, exclusively and fully in any poperty in the same of the least of the same of th	To the Responsible Intermediary			
resident invivib regulared of the same row of No.  Shares'), without nominal value, capitar dividued continuent and feely transcrable, of which I brody regrescent that they are legitimately, exclusively and fully in any poperty in the same of the least of the same of th	The undersigned (name, surname or co	• /	orn in	
postal code  were of No.  were of Month person that they are legitimately, exclusively tiposal as well as fee of liers and encumbrances of any type and nature, whether or new or personal, considering that the terms in capital letters not otherwise defined in this forms shall have the same meaning as sacrobed to them in the office document reported for the purpose of the Office (the "Office Document").  REPRESENT    No. well of the terms, conditions and procedures of the Office as even in the Office Document of in the complete of PIPER, the PIPER of the purpose of the Office as even in the Office Document of in the complete of PIPER (No. 8-20), via Sun Carlo, Modera), (ii) the replicated office of the deep considerable for Coordinating the Collection Equita SIM Sp. A, (No. 9, via Filippe Tarlo, Mallas), (iii) the replicated office of the depensable for Coordinating the Collection Equita SIM Sp. A, (No. 9, via Filippe Tarlo, Mallas), (iii) the replicated office of the depensable for Coordinating the Collection Equita SIM Sp. A, (No. 9, via Filippe Tarlo, Mallas), (iii) the replicated office of the depensable for Coordinating the Collection Equita SIM Sp. A, (No. 9, via Filippe Tarlo, Mallas), (iii) the replicated office of the Repossable forms and indicated in the Office (vi) the website of PIPER, Imperigenous parts of the Collection Equitation Agent, Imperitation Agent, Imperitati			- 1	
Shares ], without normal value, regular dividend entitlement and feely transferable, of which I breeby represent that they are legitimately, exclusively and fully in my propert, injused as well as fee of liers and encumbanes of any type and anture, whether or row or personal, considering that the terms in capital letters with a single product of the control of the			ddress	
disposal as well as five of fiers and cucumbrances of any type and nature, whether new or personal, considering that the terms in capital letters not otherwise defined in this forms shall have the same meaning as ascerbed to them in the Order document prepared by BFIRs for the purpose of the Offer and made evailable to the public, inter alian, at (i) the expansion of the purpose of the Offer and made evailable to the public, inter alian, at (i) the expansion of the purpose of the Offer and made evailable to the public, inter alian, at (i) the expansion of the purpose of the Offer and made evailable to the public, inter alian, at (i) the expansion of the offer and made evailable to the public, inter alian, at (i) the expansion of the offer the purpose of the Offer and made evailable to the public, inter alian, at (i) the expansion of the offer the purpose of the Offer and made evailable to the public, inter alian, at (i) the expansion of the offer (iv) the website of BFIRS, itaging-group paper a), and of the Global Information Agent, https://document.com/document/first-f	Change?) without naminal value necessary			
REPRESENT    The property of t	,,		- 1	
#Exemption Document") prepared by BFER for the purpose of the Offer and made available to the public, <i>inter aliae</i> , at (i) the register of BFER from S. 250, via San Cardo, Monealy, (ii) the registered office of the Intermediaty Responsible for Conditingting the Collection Equita SMN Sp. A. (No. 9), via Flippe Turnt, Minin), (iii) the registered office of the Responsible Intermediatries as indicated in the Offer (vi) the website of BFER, https://puspheri. and of the Collodal information Agent, https://docs.com/docs/docs/docs/docs/docs/docs/docs/docs	•		planee	
are already deposited with you in the securities account No. under the name of  will be transferred in the above-mentioned securities account following settlement by stock exchange;  will be deposited with you strullaneously with the signing of this secepture form (the "Acceptance Form");  will be timely transferred to you'deposited with you by virtue of the mandate expressly accepted at the end of this Acceptance In Depositral particular of the BP Sondrio Shares indicated above;  the placing of the BP Sondrio Shares indicated above; in a temporary account at your bank set up solely for the purpose of this O applicable;  AGREE  the near-form with the transfer to the Offeror of the BP Sondrio Shares placed into the said temporary securities account, granting you an mandate to perform directly or indirectly in the name and on behalf of the undersigned all the necessary formalistics in connection with of the BP Sondrio Shares to the Offeror, against the delivery of the Consideration on the Payment Date, as defined in the Offer Docume better specified therein;  DECLARE  DECLARE  - to accept henceforth the cancellation of the transaction in the event that irregularities are found in the data commission in the centre of the payment Date, as defined in the Offero Docume better specified therein;  - to be aware that, in consideration of the fart that the BP Sondrio Shares are subject to the dematerialization regime provided for by you bit is easy of the TUE, and by the Regulation adopted by CONSOB and Banca of Italia with Resolution of 22 Pechanary 2008, as a sumended and supplemented, the execution of the Acceptance Form also constitutes an with Resolution of the Payment Date of the Intermediary (or to the relevant Depository Intermediary with which the BP Sondrio Shares are deposited on securities account, to BP Sondrio Shares on the Sondrio Shares on deposit twin such an amount of the part of the Offer is irrevocable, without prejudice to the possibility of expressly communicant the intention to we already the part	REPRESENT	to be aware of all the terms, conditions and procedures of the Offer as set out in the Offer Document and in the exemption documer "Exemption Document") prepared by BPER for the purpose of the Offer and made available to the public, <i>inter alia</i> , at (i) the registered of BPER (No. 8/20, via San Carlo, Modena); (ii) the registered office of the Intermediary Responsible for Coordinating the Collection of Te Equita SIM S.p.A. (No. 9, via Filippo Turati, Milan); (iii) the registered office of the Responsible Intermediaries as indicated in the Offer Docu (iv) the website of BPER, <a href="https://group.bper.it">https://group.bper.it</a> , and of the Global Information Agent, <a href="https://sodali.com/">https://sodali.com/</a> ;	office enders,	
are already deposited with you in the securities account No. under the name of  will be transferred in the above-menioned securities account following seetlement by stock exchange;  will be disposited with you stillution to be signing of this seetlement by stock exchange;  will be disposited with you stillution to be signing of this seetlement for the complete of the proposite of the proposited with you by virtue of the mandate expressly accepted at the end of this Acceptance In Depositary Intermediary of the BP Sondrio Shares indicated above:  at the placing of the BP Sondrio Shares indicated above in a temporary account at your bank set up solely for the purpose of this O applicable;  the placing of the BP Sondrio Shares indicated above in a temporary account at your bank set up solely for the purpose of this O applicable;  and the placing of the BP Sondrio Shares indicated above in a temporary account at your bank set up solely for the purpose of this O applicable;  and the placing of the BP Sondrio Shares placed into the said temporary securities account, granting you an mandate to perform directly or indirectly in the name and on behalf of the undersigned all the necessary formalistics in connection with of the BP Sondrio Shares to the Complete of the Complete of the Sondrio Shares are solely and the accessary formalistics in connection with of the BP Sondrio Shares are subject to the dematerialization regime provided for by your birect seed of the property of the BP Sondrio Shares are subject to the dematerialization regime provided for by your birect seed of the Sondrio Shares are subject to the dematerialization regime provided for by your birect seed of the Sondrio Shares are deposited on securities accountly to DP Sondrio Shares on deposit two the Regulations adopted by CONSOB and Banca of Hualia with Resolution of 22 February 2008, as a sumended and supplemented, the execution of the Acceptance Form also constitutes and subcontained and supplemented by the securities of the Office is invected by the	ACCEPT	irrevocably the Offer for No.  BP Sondrio Shares that:		
will be deposited with you simultaneously with the signing of this acceptance form (he "Acceptance Form");  will be timely transferred to you'deposited with you by vintee of the mandate expressly accepted at the end of this Acceptance Form";  the planing of the BP Sondrio Shares indicated above;  the planing of the BP Sondrio Shares indicated above;  the planing of the BP Sondrio Shares indicated above;  the planing of the BP Sondrio Shares indicated above;  the planing of the BP Sondrio Shares indicated above in a temporary account at your bank set up solely for the purpose of this O applicable;  the planing of the BP Sondrio Shares indicated above in a temporary account at your bank set up solely for the purpose of this O applicable;  AGREE  The accept the properties of the Offeror of the BP Sondrio Shares placed into the said temporary securities account, granting you an mandate to perform directly or indirectly in the name and on behalf of the undersigned all the necessary formalities in connection with of the BP Sondrio Shares to the Offeror, against the delivery of the Consideration on the Payment Date, as defined in the Offer Docur better specified therein;  to accept henceforth the cancellation of the transaction in the event that irregularities are found in the data contained in this Accept following the checks and controls performed after the delivery of the BP Sondrio Shares;  be a wave that, in consideration of the fact that the BP Sondrio Shares are subject to the demandation regime provided for by JB Sondrio Shares on of the TUP, and by the Regulation adopted by CONSO Jan all Danas d'Islaine with Resolution of 22 behaving 2008, as a set of the TUP, and by the Regulation adopted by CONSO Jan all Danas d'Islaine with Resolution of 22 behaviors 2008, as a set of the TUP, and by the Regulation adopted by CONSO Jan all Danas d'Islaine with Resolutions of the TUP, and by the Regulation adopted by CONSO Jan all Danas d'Islaine with Resolutions of the Tup and the August and the Sondrio Shares are deposite	TOOLI I			
will be deposited with you simultaneously with the signing of this acceptance form (the "Acceptance Form");  will be timely transferred to you'deposited with you by view of the mandate expressly accepted at the end of this Acceptance F Depositusly Intermediary of the BP Sondrio Shures indicated above;  the placing of the BP Sondrio Shures indicated above in a temporary account at your bank set up solely for the purpose of this O applicable;  henceforth with the transfer to the Offeror of the BP Sondrio Shures placed into the said tamporary securities account, granting you an mandate to perform directly or in demanded on behalf of the undersigned all temporary securities account, granting you an mandate to perform directly or indirectly in the name and on behalf of the undersigned all temporary securities account, granting you an mandate to perform directly and the said temporary securities account, granting you an impact to the BP Sondrio Shures;  better specified therein:  DECLARE  - to accept henceforth the cancellation of the transaction in the event that irregularities are found in the data contained in this Accept following the checks and controls performed after the delivery of the BP Sondrio Shures;  - to be aware that, in consideration of the fact that the BP Sondrio Shures are assigned in the dematerialization regime provided for by . Bis et seq. of the TUF, and by the Regulation adopted by CONSOB and Bance ad 'lalia with Resolution of 22 February 2008, as a samended and supplemented, the execution of the Acceptance Form also constitutes in revocable instruction given to the Intermediary for to the relevant Depository Intermediary with which the BP Sondrio Shares an deposite on securities accountly, to BP Sondrio Shares and deposited with such intermediaries in favour of the Offeron's Constitution of the Consideration of the Offeron's will be completed and the BP Sondrio Shares and deposition in order to adhere to completing offer or in the additional cases provided for Offero will be completed and the		under the name of;		
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ACKNOWLEDGE  the placing of the BP Sondrio Shares indicated above; in a temporary account at your bank set up solely for the purpose of this O applicable;  the placing of the BP Sondrio Shares indicated above in a temporary account at your bank set up solely for the purpose of this O applicable;  the meneforth with the transfer to the Offeror of the BP Sondrio Shares placed into the said temporary securities account, granting you an mandate to perform directly or indirectly in the name and on behalf of the undersigned all the necessary formalities in connection with of the BP Sondrio Shares to the Offeror, against the delivery of the Consideration on the Payment Date, as defined in the Offer Docume the Sondrio Shares to the Consideration on the Payment Date, as defined in the Offer Docume following the checks and comrols performed after the delivery of the BP Sondrio Shares:  - to be aware that, in consideration of the fact that the BP Sondrio Shares are subject to the dematerialization regime provided for by a big of the Sondrio Shares are subject to the dematerialization regime provided for by a big of the Sondrio Shares are subject to the dematerialization regime provided for by a big of the Sondrio Shares are subject to the dematerialization regime provided for by a big of the Sondrio Shares are subject to the sondrio Shares and the Shares are subject to the sondrio Shares and the Shares and will can dar 530 p.m. Instinution. The subject to the sondrio Shares into the Share		will be deposited with you simultaneously with the signing of this acceptance form (the "Acceptance Form");		
AGREE  henceforth with the transfer to the Offeror of the BP Sondrio Shares placed into the said temporary securities account, granting you an mandate to perform directly or indirectly in the name and on behalf of the undersigned all the necessary formalities in connection with of the BP Sondrio Shares to the Offeror, against the delivery of the Consideration on the Payment Date, as defined in the Offer Docur better specified therein;  to accept henceforth the cancellation of the transaction in the event thai irregularities are found in the data contained in this Accept following the checks and courtols performed after the delivery of the BP Sondrio Shares;  to be aware that, in consideration of the fact that the BP Sondrio Shares are subject to the demanticalization regime provided for by, be st exag. of the TUF, and by the Regulation adopted by CONSDB and Banae of Tutlain with Resolution of 22 February 2008, as as amended and supplemented, the execution of the Acceptance Form also constitutes an irrevocable instruction given to the lutermediatry of to the relevant Depository thermediany with which the BP Sondrio Shares are deposited on securities account), to BP Sondrio Shares on deposit with such intermediaties in favour of the Offeror;  1. that the endering to the Offer is irrevocable, without prejudic to the possibility of expressly communicate the intention to vail advanced to the control of the Acceptance of the Sondrio Shares and progradions:  2. that the Offer will be completed only upon the fulfilment of the Effectiveness Conditions not be full waived, as the case may be, the Offer will not be completed and the BP Sondrio Shares tendered to the Offer will be waived, as the case may be, the Offer will not be completed and the BP Sondrio Shares tendered to the Offer will be waived, as the case may be, the Offer will not be completed and the BP Sondrio Shares tendered to the Offer what be not by BPER;  3. that the Acceptance Period started at 8:30 a.m., Italian time, on 16 June 2025 and will end at 5:30			by the	
mandate to perform directly or indirectly in the name and on behalf of the undersigned all the necessary formalities in connection with of the BP Sondrio Shares to the Offer Document Short of Shares to the Offer Document Short Shares:  - to accept henceforth the cancellation of the transaction in the event that irregularities are found in the data contained in this Acceptance Following the checks and controls performed after the delivery of the BP Sondrio Shares: - to be aware that, in consideration of the fact that the BP Sondrio Shares are subject to the dematerialization regime provided for by a bit of seq. of the TUF, and by the Regulation adopted by CONSOB and Banae al 'Italia with Resolution of 22 February 2008, as su amended and supplemented, the execution of the Acceptance Form also constitutes an irrevocable instruction given to the B Intermediary (or to the relevant Depository Intermediary with which the BP Sondrio Shares are deposited on securities account), to BP Sondrio Shares and deposit with such intermediaries in favour of the Offeror;  ACKNOWLEDGE  1. that the tendering to the Offer is irrevocable, without prejudice to the possibility of expressly communicate the intention to w adhesion in order to adhere to competing offers or in the additional cases provided for in the Offer Document, pursuant to the appl and regulations;  2. that the Offer will be completed only upon the fulfilment of the Effectiveness Conditions, or upon the waiver thereof by BPER, a and described in Section A, Paragraph A.1, of the Offer Document, Should one or more of the Effectiveness Conditions not be fulf waived, as the case may be, the Offer will not be completed and the BP Sondrio Shares tendered to the Offer made avails holders, at no cost or expense to them, within the Tanding Day following the date on which failure to complete the Offer has been on by BPER.  3. that the Acceptance Period started at 83, 30 am, Italian time, on 11 July 202 as day included, subject to the possible Reopening of the Terms and any exten	AUTHORISE	the placing of the BP Sondrio Shares indicated above in a temporary account at your bank set up solely for the purpose of this Offer, applicable;	where	
following the checks and controls performed after the delivery of the BP Sondrio Shares;  - to be aware that, in consideration of the fact that the BP Sondrio Shares are subject to the dematerialization regime provided for by. bit et seq. of the TUF, and by the Regulation adopted by CONSOB and Banca d'Italia with Resolution of 22 February 2008, as as amended and supplemented, the execution of the Acceptance Form so constitutes an irrevocable instruction given to the B Intermediary (or to the relevant Depository Intermediary with which the BP Sondrio Shares are deposited on securities account), to BP Sondrio Shares on deposit with such intermediaries in favour of the Offeror.  ACKNOWLEDGE  1. that the tendering to the Offer is irrevocable, without prejudice to the possibility of expressly communicate the intention to w adhesion in order to adhere to competing offers or in the additional cases provided for in the Offer Document, pursuant to the appl and regulations:  2. that the Offer will be completed only upon the fulfilment of the Effectiveness Conditions, or upon the waiver thereof by BPER, a and described in Section A, Paragraph A.1, of the Offer Document. Should one or more of the Effectivenees Conditions not be fulf waived, as the case may be), the Offer will not be completed and the BP Sondrio Shares tendered to the Offer will be made availa holders, at no cost or expense to them, within the Trading Day following the date on which failure to complete the Offer will be made availa holders, at no cost or expense to them, within the Trading Day following the date on which failure to complete the Offer has been con by BPER;  3. that the Acceptance Period started at 8:30 a.m., Italian time, on 16 June 2025 and will end at 5:30 p.m., Italian time, on 11 July 202 last day included, subject to the possible Reopening of the Terms and any extensions to the Offer that may occur in accordance with laws and regulations, as provided in Section F, Paragraph F.1. of the Offer Document;  4. that the consideration for the	AGREE	henceforth with the transfer to the Offeror of the BP Sondrio Shares placed into the said temporary securities account, granting you an irrevement of the BP Sondrio Shares to the Offeror, against the delivery of the Consideration on the Payment Date, as defined in the Offer Document better specified therein;	ransfer	
adhesion in order to adhere to competing offers or in the additional cases provided for in the Offer Document, pursuant to the appl and regulations;  2. that the Offer will be completed only upon the fulfilment of the Effectiveness Conditions, or upon the waiver thereof by BPER, a and described in Section A, Paragraph A.1, of the Offer Document. Should one or more of the Effectiveness Conditions not be full waived, as the case may be), the Offer will not be completed and the BP Sondrior Shares tendered to the Offer will be made availe holders, at no cost or expense to them, within the Trading Day following the date on which failure to complete the Offer has been con by BPER.  3. that the Acceptance Period started at 8:30 a.m., Italian time, on 16 June 2025 and will end at 5:30 p.m., Italian time, on 11 July 202 last day included, subject to the possible Reopening of the Terms and any extensions to the Offer that may occur in accordance with laws and regulations, as provided in Section F, Paragraph F.1. of the Offer Document;  4. that the consideration for the Offer (the "Consideration") will be equal, for each BP Sondrio Share tendered to the Offer, to No.1 Shares and, therefore, No. 29 BPE Shares sust given a solid paragraph E.1, of the Offer Document;  5. that, if the result of the BPER Shares assigned as Consideration is not a whole number, the tendering shareholders will be entitled the Cash Amount of the Fractional Part and that if a tendering shareholder tenders in the Offer a number of BP Sondrio Shares low such tendering shareholder will be entitled to receive only the Cash Amount of the Fractional Part, as indicated and defined in Document (Section F, Paragraphs F.5) and F.6), subject to potential examendments of the Offer disclosed in the manners and with the terms pursuant to the applicable law and regulations, on the fifth T following the end of the Acceptance Period (i.e. 18 July 2025) or on the fifth Trading Day following the end of the Acceptance Period (i.e. 18 July 2025) or on the fifth Trading	DECLARE	to be aware that, in consideration of the fact that the BP Sondrio Shares are subject to the dematerialization regime provided for by Articl bis et seq. of the TUF, and by the Regulation adopted by CONSOB and Banca d'Italia with Resolution of 22 February 2008, as subseq amended and supplemented, the execution of the Acceptance Form also constitutes an irrevocable instruction given to the Respondence Intermediary (or to the relevant Depository Intermediary with which the BP Sondrio Shares are deposited on securities account), to trans	les 83- quently onsible	
and on behalf of the undersigned, any Fractional Part he/she would be entitled to, equal to No. BPER Shares, de the exchange against the BP Sondrio Shares pursuant to Section F, Paragraph F.6, of the Offer Document, paying to the undersigned t Responsible Intermediary, the Cash Amount of the Fractional Part (determined based on the methods set forth under Section F, Paragraph F.6, of the Offer Document, paying to the undersigned t	ACKNOWLEDGE	<ul> <li>adhesion in order to adhere to competing offers or in the additional cases provided for in the Offer Document, pursuant to the applicabl and regulations;</li> <li>that the Offer will be completed only upon the fulfillment of the Effectiveness Conditions, or upon the waiver thereof by BPER, as exp and described in Section A, Paragraph A.1, of the Offer Document. Should one or more of the Effectiveness Conditions not be fulfilled waived, as the case may be), the Offer will not be completed and the BP Sondrio Shares tendered to the Offer will be made available to holders, at no cost or expense to them, within the Trading Day following the date on which failure to complete the Offer has been commun by BPER;</li> <li>that the Acceptance Period started at 8:30 a.m., Italian time, on 16 June 2025 and will end at 5:30 p.m., Italian time, on 11 July 2025, fil last day included, subject to the possible Reopening of the Terms and any extensions to the Offer that may occur in accordance with appl laws and regulations, as provided in Section F, Paragraph F.1.1 of the Offer Document;</li> <li>that the consideration for the Offer (the "Consideration") will be equal, for each BP Sondrio Share tendered to the Offer, to No. 1.450 Shares and, therefore, No. 29 BPER Shares out of every No. 20 BP Sondrio Shares tendered to the Offer, as better described at Sect Paragraph E.1, of the Offer Document;</li> <li>that, if the result of the BPER Shares assigned as Consideration is not a whole number, the tendering shareholders will be entitled to r the Cash Amount of the Fractional Part and that if a tendering shareholder tenders in the Offer a number of BP Sondrio Shares lower th such tendering shareholder will be entitled to receive only the Cash Amount of the Fractional Part, as indicated and defined in the Document (Section F, Paragraph F.6);</li> <li>that the Consideration will be paid, as indicated in the Offer Document (Section F, Paragraphs F.5 and F.6), subject to potential extensi amendments of the Offer disclosed in th</li></ul>	blained (or be of their nicated arst and licable arst and	
the Oriel Document and as defined therein) of the following terms,	DELEGATES	irrevocably the Intermediary Responsible for Coordinating the Collection of Tenders to sell on the regulated market Euronext Milan, in the and on behalf of the undersigned, any Fractional Part he/she would be entitled to, equal to No. BPER Shares, deriving the exchange against the BP Sondrio Shares pursuant to Section F, Paragraph F.6, of the Offer Document, paying to the undersigned throug Responsible Intermediary, the Cash Amount of the Fractional Part (determined based on the methods set forth under Section F, Paragraph the Offer Document and as defined therein) on the following terms;	g from gh this	

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AUTHORISE	4 B 21 T ( 12 )		
	the Responsible Intermediary to:		CERTIFIE
	settle, directly or indirectly, the payment of the Consider undersigned based on No. 1.450 BPER Shares for each account No.	BP Sondrio Share, through the registra	
	;		
	inform the Intermediary Responsible for Coordinating the with the BP Sondrio Shares, equal to No.  Fractional Part:		
	1. through transfer on the bank acco	ount No.	
	2. by means of a non-transferable check in the		
through the use of information and compute consideration), which is the legal basis for in whole or in part the said personal data solely for the purposes related and instrum	a) to be aware that the Offer is being launched exclusively in without distinction and on equal terms, to all shareholders b) to be aware that the Offer has not been and will not be may where making the Offer or tendering therein would not be would require any registration, approval or filing with information see Section F, Paragraph F.4. of the Offer Do c) to (i) have not received and/or sent copies or originals of the including the Exemption Document, from or to the Exclusion or indirectly, national or international instruments of corexample and without limitation to, the postal network, fast structure of any of the Excluded Countries' financial interexecution of this Acceptance Form.  Ition 2016/679 (the "GDPR"), the shareholders tendering to the Offer the systems, solely for the purposes directly related and instrumental processing such data. The provision of personal data is necessary to p will result in the impossibility to tendering in the Offer. The personal mental to each of their roles in this transaction, by the Intermediar ries as well as by the companies appointed by such data controllers to	s of the Issuer; de in or into the United States, Canada, e in compliance with the securities or o any regulatory authority (such count seument); and his Acceptance Form, the Offer Documeded Countries and to have not otherw mmunication or commerce of any of t x, telex, e-mail, telephone and Internet remediaries and (ii) be outside of the Exter are informed that the personal data proto the Offer (e.g. collection of the tenders, perform the obligations under this Accept ald data will be processed, in their role as a sy Responsible for Coordinating the Coll	Japan, Australia and in any other jurisdictions other laws or regulations of such jurisdiction or ries, the "Excluded Countries") (for further ment and/or any document relating to the Offer, ise used in connection with the Offer, directly the Excluded Countries (including, by way of t, and/or any other electronic medium), or any calculated Countries at the time of the delivery or covided in this form will be processed, including a control of their correctness and payment of the ance Form and, therefore, any refusal to provide separate and independent Data Controllers and lection of Tenders, the Offeror, the Responsible
to the above-mentioned processing, the pechannels of the Data Controllers. The data	erson providing the data may exercise any right specifically attribute a will be retained only for the period of time necessary for the pursui be Italian Civil Code or by specific provisions of law, for administrativ	ed by the GDPR under the terms set for it of the aforementioned purposes, after v	th in the privacy section made available on the which they will be stored in compliance with the
Place, Da	ate		
The tendering shareholder (or	is/her representative)	Stamp and signat	ture of the Responsible Intermediary
responsibility: a) to be the depositary of the abovement to perform the formalities necessare end of the Acceptance Period or the	receiving this Acceptance Form represents, at the time of present entioned BP Sondrio Shares owned by the tendering shareholder ry for the transfer of the BP Sondrio Shares to this Responsible the last day of the possible Reopening of the Terms, subject to	r; Intermediary exclusively through Mor	nte Titoli S.p.A., within and no later than the
applicable laws and regulations.			



### ACCEPTANCE FORM

FOR THE TOTALITARIAN VOLUNTARY PUBLIC EXCHANGE OFFER

pursuant to Articles 102 and 106, Paragraph 4, of Legislative Decree No. 58 of 24 February 1998 ("TUF"), as amended and supplemented (the "Offer"),
launched by BPER Banca S.p.A. ("BPER" or the "Offeror") for a maximum amount of No. 451,835,777 ordinary shares of Banca Popolare di Sondrio S.p.A (the "Issuer"), other than

No. 1,550,000 shares of the Issuer already held by the Offeror

To the Responsible Intermediary	
The undersigned (name, surname or c	• /
	on tax code/VAT number citizenship/nationality
	resident in/with registered office at Address
Shawas") without naminal value regular d	postal codeowner of Noordinary shares of the Issuer (the "BP Sondrio lividend entitlement and freely transferable, of which I hereby represent that they are legitimately, exclusively and fully in my property and at my
disposal as well as free of liens and encum	abrances of any type and nature, whether <i>in rem</i> or personal, considering that the terms in capital letters not otherwise defined in this Acceptance bed to them in the offer document prepared for the purpose of the Offer (the "Offer Document"),
REPRESENT	to be aware of all the terms, conditions and procedures of the Offer as set out in the Offer Document and in the exemption document (the "Exemption Document") prepared by BPER for the purpose of the Offer and made available to the public, <i>inter alia</i> , at (i) the registered office of BPER (No. 8/20, via San Carlo, Modena); (ii) the registered office of the Intermediary Responsible for Coordinating the Collection of Tenders, Equita SIM S.p.A., (No. 9, via Filippo Turati, Milan); (iii) the registered office of the Responsible Intermediaries as indicated in the Offer Document; (iv) the website of BPER, <a href="https://group.bper.it">https://group.bper.it</a> , and of the Global Information Agent, <a href="https://sodali.com/">https://sodali.com/</a> ;
ACCEPT	irrevocably the Offer for NoBP Sondrio Shares that:
	are already deposited with you in the securities account No.
	under the name of;
	<ul> <li>will be transferred in the above-mentioned securities account following settlement by stock exchange;</li> <li>will be deposited with you simultaneously with the signing of this acceptance form (the "Acceptance Form");</li> </ul>
	will be timely transferred to you/deposited with you by virtue of the mandate expressly accepted at the end of this Acceptance Form by the
	Depositary Intermediary of the BP Sondrio Shares indicated above;
AUTHORISE	the placing of the BP Sondrio Shares indicated above in a temporary account at your bank set up solely for the purpose of this Offer, where applicable;
AGREE	henceforth with the transfer to the Offeror of the BP Sondrio Shares placed into the said temporary securities account, granting you an irrevocable
	mandate to perform directly or indirectly in the name and on behalf of the undersigned all the necessary formalities in connection with the transfer of the BP Sondrio Shares to the Offeror, against the delivery of the Consideration on the Payment Date, as defined in the Offer Document and as better specified therein;
DECLARE	to accept henceforth the cancellation of the transaction in the event that irregularities are found in the data contained in this Acceptance Form following the checks and controls performed after the delivery of the BP Sondrio Shares;
	- to be aware that, in consideration of the fact that the BP Sondrio Shares are subject to the dematerialization regime provided for by Articles 83-
	bis et seq. of the TUF, and by the Regulation adopted by CONSOB and Banca d'Italia with Resolution of 22 February 2008, as subsequently amended and supplemented, the execution of the Acceptance Form also constitutes an irrevocable instruction given to the Responsible
	Intermediary (or to the relevant Depository Intermediary with which the BP Sondrio Shares are deposited on securities account), to transfer the
	BP Sondrio Shares on deposit with such intermediaries in favour of the Offeror;
ACKNOWLEDGE	1. that the tendering to the Offer is irrevocable, without prejudice to the possibility of expressly communicate the intention to withdraw its adhesion in order to adhere to competing offers or in the additional cases provided for in the Offer Document, pursuant to the applicable laws and regulations;
	<ol> <li>that the Offer will be completed only upon the fulfilment of the Effectiveness Conditions, or upon the waiver thereof by BPER, as explained and described in Section A, Paragraph A.1, of the Offer Document. Should one or more of the Effectiveness Conditions not be fulfilled (or be waived, as the case may be), the Offer will not be completed and the BP Sondrio Shares tendered to the Offer will be made available to their holders, at no cost or expense to them, within the Trading Day following the date on which failure to complete the Offer has been communicated by BPER;</li> </ol>
	3. that the Acceptance Period started at 8:30 a.m., Italian time, on 16 June 2025 and will end at 5:30 p.m., Italian time, on 11 July 2025, first and last day included, subject to the possible Reopening of the Terms and any extensions to the Offer that may occur in accordance with applicable laws and regulations, as provided in Section F, Paragraph F.1.1 of the Offer Document;
	4. that the consideration for the Offer (the "Consideration") will be equal, for each BP Sondrio Share tendered to the Offer, to No. 1.450 BPER Shares and, therefore, No. 29 BPER Shares out of every No. 20 BP Sondrio Shares tendered to the Offer, as better described at Section E, Paragraph E.1, of the Offer Document;
	5. that, if the result of the BPER Shares assigned as Consideration is not a whole number, the tendering shareholders will be entitled to receive the Cash Amount of the Fractional Part and that if a tendering shareholder tenders in the Offer a number of BP Sondrio Shares lower than 20, such tendering shareholder will be entitled to receive only the Cash Amount of the Fractional Part, as indicated and defined in the Offer
	Document (Section F, Paragraph F.6);
	6. that the Consideration will be paid, as indicated in the Offer Document (Section F, Paragraphs F.5 and F.6), subject to potential extensions or amendments of the Offer disclosed in the manners and with the terms pursuant to the applicable law and regulations, on the fifth Trading Day following the end of the Acceptance Period (i.e. 18 July 2025) or on the fifth Trading Day following the end of the possible Reopening of the
	Terms (as defined in the Offer Document and as better specified therein). Such payment is subject to the completion of the formalities necessary to transfer the BP Sondrio Shares to the Offeror;  7. that Consideration is intended to be net of any Italian stamp duty, registration tax or financial transaction tax, to the extent due, and of fees,
	commissions, and expenses, which will be borne by the Offeror, while any income, withholding or substitute tax on capital gains, if due, will be borne by the shareholders tendering in the Offer;
	8. that the shareholders tendering in the Offer bear the entire risk of the Depositary Intermediaries' failing to deliver the Acceptance Forms and failing to deposit the BP Sondrio Shares with the Intermediary Responsible for Coordinating the Collection of Tenders by the last valid day of the Acceptance Period or by the possible Reopening of the Terms and the risk that the Responsible Intermediaries or the Depositary Intermediaries fail to transfer the Consideration or the Cash Amount of the Fractional Part to those entitled to receive it or delay such transfer;
DELEGATES	irrevocably the Intermediary Responsible for Coordinating the Collection of Tenders to sell on the regulated market Euronext Milan, in the name and on behalf of the undersigned, any Fractional Part he/she would be entitled to, equal to No.  BPER Shares, deriving from the exchange against the BP Sondrio Shares pursuant to Section F, Paragraph F.6, of the Offer Document, paying to the undersigned through this Responsible Intermediary, the Cash Amount of the Fractional Part (determined based on the methods set forth under Section F, Paragraph F.6 of the Offer Document and as defined therein) on the following terms;
AUTHORISE	the Responsible Intermediary to:
	settle, directly or indirectly, the payment of the Consideration through the deposit of No. BPER Shares due to the undersigned based on No. 1.450 BPER Shares for each BP Sondrio Share, through the registration, in dematerialized form, in the securities account No. under the name of
	inform the Intermediary Responsible for Coordinating the Collection of Tenders of the Fractional Part due to the undersigned for the exchange with the BP Sondrio Shares, equal to No BPER Shares, paying, directly or indirectly, the Cash Amount of the Fractional Part:

Teleborsa: distribution and commercial use strictly prohibited emarket sdir storage CERTIFIED 3. through transfer bank : or by of a non-transferable check in the name of sent to means to be DECLARE to be aware that the Offer is being launched exclusively in Italy as the BP Sondrio Shares are listed only on Euronext Milan, and it is addressed, without distinction and on equal terms, to all shareholders of the Issuer; to be aware that the Offer has not been and will not be made in or into the United States, Canada, Japan, Australia and in any other jurisdictions where making the Offer or tendering therein would not be in compliance with the securities or other laws or regulations of such jurisdiction or would require any registration, approval or filing with any regulatory authority (such countries, the "Excluded Countries") (for further information see Section F, Paragraph F.4 of the Offer Document); and to (i) have not received and/or sent copies or originals of this Acceptance Form, the Offer Document and/or any document relating to the Offer, including the Exemption Document, from or to the Excluded Countries and to have not otherwise used in connection with the Offer, directly or indirectly, national or international instruments of communication or commerce of any of the Excluded Countries (including, by way of example and without limitation to, the postal network, fax, telex, e-mail, telephone and Internet, and/or any other electronic medium), or any structure of any of the Excluded Countries' financial intermediaries and (ii) be outside of the Excluded Countries at the time of the delivery or execution of this Acceptance Form. Pursuant to article 13 of the (EU) Regulation 2016/679 (the "GDPR"), the shareholders tendering to the Offer are informed that the personal data provided in this form will be processed, including through the use of information and computer systems, solely for the purposes directly related and instrumental to the Offer (e.g. collection of the tenders, control of their correctness and payment of the consideration), which is the legal basis for processing such data. The provision of personal data is necessary to perform the obligations under this Acceptance Form and, therefore, any refusal to provide in whole or in part the said personal data will result in the impossibility to tendering in the Offer. The personal data will be processed, in their role as separate and independent Data Controllers and solely for the purposes related and instrumental to each of their roles in this transaction, by the Intermediary Responsible for Coordinating the Collection of Tenders, the Offeror, the Responsible Intermediaries, the Depositary Intermediaries as well as by the companies appointed by such data controllers to perform functional or supporting activities necessary to the transaction. With reference to the above-mentioned processing, the person providing the data may exercise any right specifically attributed by the GDPR under the terms set forth in the privacy section made available on the channels of the Data Controllers. The data will be retained only for the period of time necessary for the pursuit of the aforementioned purposes, after which they will be stored in compliance with the ordinary limitation periods identified by the Italian Civil Code or by specific provisions of law, for administrative purposes and/or to assert or defend a right or a legitimate interest of the holders or of Place . Date The tendering shareholder (or is/her representative) Stamp and signature of the Responsible Intermediary The DEPOSITORY INTERMEDIARY receiving this Acceptance Form represents, at the time of presentation by the tendering shareholder (or his/her/its representative) and under its own responsibility: to be the depositary of the abovementioned BP Sondrio Shares owned by the tendering shareholder; to perform the formalities necessary for the transfer of the BP Sondrio Shares to this Responsible Intermediary exclusively through Monte Titoli S.p.A., within and no later than the applicable laws and regulations.

end of the Acceptance Period or the last day of the possible Reopening of the Terms, subject to any extension or amendment to the Offer that may occur in accordance with the

Stamp and signature of the Depositary Intermediary