

SALE REQUEST

RELATING TO THE PROCEDURE FOR THE FULFILMENT OF THE PURCHASE OBLIGATION

pursuant to Article 108, paragraph 2, of Legislative Decree 24 February 1998, no. 58, as subsequently amended and supplemented (the “CFA”) by Banca Ifis S.p.A. (“**Banca Ifis**” or the “**Offeror**”) over maximum no. **7,313,486 ordinary shares of illimity Bank S.p.A.** (the “**Issuer**”) (the “**Procedure**”)

Dear Appointed Intermediary _____,

The undersigned (*first name, last name or company name*) _____, Tax Code / VAT No. _____, born in _____, on _____, Citizenship / Nationality _____, resident / with registered office in _____, Province _____, Street _____, Postcode _____, Customer Code _____, owner of no. _____ ordinary shares of the Issuer (“**Shares**”) (with ISIN code: _____), with no indication of the par value, with regular dividend rights and freely transferable, of which it guarantees the legitimate and full ownership and availability, as well as the absence of charges and encumbrances of any kind and nature, real or personal.

Capitalized terms not otherwise defined in this Sale Request shall have the same meaning as ascribed to them in (i) the offer document prepared for the purpose of the totalitarian voluntary tender and exchange offer (the “**Offer**”) promoted by Banca Ifis pursuant to Articles 102 and 106, paragraph 4, of the CFA over maximum no. 84,067,808 ordinary shares of illimity Bank S.p.A., approved by CONSOB with resolution no. 23543 of 7 May 2025 and published on 9 May 2025 (“**Offer Document**”) and (ii) the press release issued by Banca Ifis on 16 July 2025 (and the additional press release issued by Banca Ifis on 23 July 2025) relating to the Reopening of Terms and to the procedure to fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA (the “**Press Releases**”), pursuant to Articles 41, paragraph 6, and 50-*quinquies*, paragraph 2, of the Issuers’ Regulations.

DECLARES to have acknowledged all the conditions, terms and modalities of this Procedure, including the Consideration, as defined below, that will be paid for each Share tendered to the Procedure, as per (i) the Offer Document and the exemption document (the “**Exemption Document**”) made available to the public at the Offeror’s registered office (Mestre (Venice) (VE), Via Terraglio no. 63), at the registered office of the Intermediary in Charge of Coordinating the Collection of Acceptances, Equita SIM S.p.A. (Milan, Via Filippo Turati No. 9) and of the Appointed Intermediaries as indicated in the Offer Document, and available on the website of the Offeror (www.bancaifis.it) and of the Global Information Agents Sodali & Co (www.sodali.com) and Georgeson S.r.l. (www.georgeson.com) and (ii) the Press Releases.

REQUESTS irrevocably and unconditionally to Banca Ifis to purchase, pursuant to Article 108, paragraph 2, of the CFA, no. _____ Remaining Shares which:

- o have already been deposited with You in the securities account no. _____ in the name of: _____;
- o will be placed in the aforementioned account following the stock exchange liquidation;
- o are deposited with You at the same time as of the signing of this Sale Request; and
- o will be transferred/deposited to You, in a timely manner, by appointment expressly accepted, attached hereby, by the Depositary Intermediary of the Remaining Shares tendered by means of this Sale Request.

AUTHORISES the placing of the aforesaid Remaining Shares in a transitional deposit with You restricted for the purposes of this Procedure.

CONSENTS as of now the transfer to the Offeror of the Remaining Shares placed in the above transitional deposit, granting You an irrevocable mandate to execute or cause to be executed, in the name and on behalf of the undersigned, all necessary formalities for the transfer of the Remaining Shares to the Offeror. All against payment of the Consideration, as defined below, on the Payment Date of the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA, as further specified in (i) the Offer Document and (ii) the Press Releases.

DECLARES

- to accept as of now the cancellation of the transaction if irregularities are found in the data contained in this Sale Request as a result of the verifications and controls following the delivery of the Remaining Shares under this Sale Request;
- to be aware that, in view of the fact that the Remaining Shares are subject to the dematerialization regime provided for by Articles 83-*bis et seq.* of the TUF and the Regulation adopted by CONSOB and the Bank of Italy by Resolution dated 22 February 2008, as subsequently amended and supplemented, the signature of the Sale Request also constitutes an irrevocable instruction to the Appointed Intermediary (or to the relevant Depositary Intermediary with which the Remaining Shares are deposited in a securities account) to transfer the Remaining Shares deposited with such intermediaries in favour of the Offeror.

ACKNOWLEDGES

1. that this Sale Request is irrevocable;
2. that the period for the submission of the Sale Requests (the “**Period for the Submission of the Sale Requests**”) commenced at 8:30 a.m. (Italian time) on 28 July 2025 and will end at 5:30 p.m. (Italian time) on 29 August 2025, extremes included, without prejudice to any extensions of the Period for the Submission of the Sale Requests, which may occur in compliance with the applicable laws and regulations;
3. that the Offeror will pay to the Shareholders of the Issuer requesting the Offeror to purchase their Remaining Shares pursuant to the Procedure, for each Remaining Share:
 - a. a consideration equal to the Consideration of the Offer, *i.e.* for each Remaining Share tendered to the Offer, (x) Euro 1.6835, as consideration in cash (the “**Consideration in Cash**”), and (y) no. 0.1 newly issued Banca Ifis Shares, as consideration in shares (the “**Consideration in Shares**” and, together with the Consideration in Cash, the “**Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA**”); or, alternatively
 - b. only to those Shareholders of the Issuer so requesting in the Sale Request, a consideration wholly in cash equal to Euro 4.0767 for each illimity Share, calculated pursuant to Article 50-*ter*, paragraph 1, letter a), of the Issuers’ Regulations and, therefore, equal to the sum of (x) the weighted average of the official prices of the Banca Ifis Shares recorded on Euronext Milan, Euronext STAR Milan segment, during the five Trading Days preceding the Payment Date Following the Reopening of Terms (*i.e.*, 11 July, 14 July, 15 July, 16 July and 17 July 2025), which is equal to Euro 23.9317 multiplied by 0.1 (*i.e.*, the Exchange Ratio) and (y) the Consideration in Cash (the “**Alternative Consideration in Cash**”), as better described in the Press Releases;
4. that if the result of the application of the Exchange Ratio to the Remaining Shares subject of the Sale Request does not correspond to an integer number of Banca Ifis Shares, the Fractional Parts of the Banca Ifis Shares will be grouped and subsequently sold on Euronext Milan, Euronext STAR Milan segment, and the proceeds of such sales will be credited to the relevant Requesting Shareholders in proportion to their respective Fractional Parts (*i.e.*, the Cash Amount of the Fractional Part), as explained and described in Section F, Paragraph F.6, of the Offer Document and the Press Releases;
5. that the Requesting Shareholder will not bear any cost or transaction fees for the assignment of the Banca Ifis Shares, nor for the payment of the Cash Amount of the Fractional Part, and that no interest will be paid on the Cash Amount of the Fractional Part;
6. that in the Press Releases it is provided that the payment of the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA (or the Alternative Consideration in Cash, as the case may be) will be made on 5 September 2025, corresponding to the fifth Trading Day following the closing date of the Period for the Submission of the Sale Requests indicated in the Press Releases, without prejudice to any extensions of the Period for the Submission of the Sale Requests pursuant to the applicable laws and regulations. Such payment is subject to the completion of the necessary formalities to transfer the Remaining Shares to the Offeror;
7. that the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA (or the Alternative Consideration in Cash, as the case may be) is net of stamp and registration duties, if any, and of fees, commissions and expenses which will remain payable by the Offeror. On the contrary, any income tax (including, for the sake of completeness, IRAP) or substitute tax, if due, on the capital gain, if any, will remain payable by the Requesting Shareholders and no interest will be paid on the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA (or the Alternative Consideration in Cash, as the case may be) for each Remaining Share subject of the Sale Request between the date of request of the Sale Request and the Payment Date of the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA;
8. that adherence to the Procedure by means of this Sale Request may also be made at one of the Depositary Intermediaries on behalf of the Requesting Shareholders, who shall countersign the Sale Request and send it to one of the Appointed Intermediaries;
9. that the Requesting Shareholders bear the sole risk that the Depositary Intermediary does not deliver the Sale Request and, if applicable, does not deposit the Remaining Shares with the Intermediary in Charge of Coordinating the Collection of Acceptances by the last valid day of the Period for the Submission of the Sale Requests and that the Depositary Intermediary does not transfer the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA (or the Alternative Consideration in Cash, as the case may be) to the rightsholders or delays the transfer; and
10. that for the period between the submission of the Sale Request and the Payment Date of the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA, the Requesting Shareholders may exercise the property and corporate rights relating to the Remaining Shares, which shall remain in the ownership of the same Requesting Shareholders.

GRANTS an irrevocable mandate to the Intermediary in Charge of Coordinating the Collection of Acceptances, with reference to the Consideration in Shares, to sell on Euronext Milan, Euronext STAR Milan segment, in name and on behalf of the undersigned, the relevant Fractional Parts to which the undersigned is entitled, if any, equal to no. _____ Banca Ifis Shares, deriving from the exchange of such shares with the Remaining Shares of the Issuer, paying to the undersigned, through this Appointed Intermediary and in the terms set forth below, the Cash Amount of the Fractional Part, as explained and described in Section F, Paragraph F.6, of the Offer Document and the Press Releases.

AUTHORISES with reference to all the Remaining Shares (and, therefore, not only a part of them) subject of this Sale Request

o **not requesting the Alternative Consideration in Cash**

SHARES COMPONENT OF THE CONSIDERATION

this Appointed Intermediary/Depositary Intermediary to:

- o settle/procure the settlement of the payment of the Consideration in Shares through the deposit of no. _____ Banca Ifis Shares to which the undersigned is entitled as a consequence of the ratio of 0.10 Banca Ifis Shares for each Remaining Share of the Issuer, through the registration, in dematerialized form, to the securities account no. _____, at _____ in the name of _____;
- o communicate to the Intermediary in Charge of Coordinating the Collection of Acceptances the Fractional Part to which the undersigned is entitled as a consequence of the exchange with the Remaining Shares, equal to no. _____ Banca Ifis Shares, crediting, directly or indirectly, the Cash Amount of the Fractional Part through:
 1. credit to the account no. _____, IBAN _____, in the name of _____, at _____; or
 2. non-transferable bank draft in the name of _____ to be sent to _____.

CASH COMPONENT OF THE CONSIDERATION

this Appointed Intermediary/Depositary Intermediary to settle/procure the settlement of the payment of the Consideration in Cash through:

1. credit to the account no. _____ in the name of _____, at _____, IBAN _____; or
2. non-transferable bank draft in the name of _____ to be sent to _____, in the amount of Euro _____ representing the overall Consideration in Cash for the Remaining Shares subject of this Sale Request.

OR, ALTERNATIVELY

o requesting the Alternative Consideration in Cash

this Appointed Intermediary/Depository Intermediary to settle/procure the settlement of the payment of the Alternative Consideration in Cash through:

1. credit to the account no. _____ in the name of _____, at _____, IBAN _____; or
2. non-transferable bank draft in the name of _____ to be sent to _____, in the amount of Euro _____ representing the overall Alternative Consideration in Cash for the Remaining Shares subject of this Sale Request.

DECLARES

1. to be aware that the Procedure is addressed, on equal terms, to all the holders of the Remaining Shares, is promoted in Italy and has not been and will not be promoted, nor disseminated, in the United States of America (i.e., addressed to “U.S. Persons”, as defined under the U.S. Securities Act of 1933, as amended), in Canada, Japan and Australia, as well as in any country other than Italy where such Procedure is not permitted in the absence of authorisation by the competent authorities or other fulfilment on the part of the Offeror (such countries, including the United States of America, Canada, Japan and Australia, collectively, the “Other Countries”) nor by using national or international means of communication or commerce of the Other Countries (including, by way of example, the postal network, fax, e-mail, telephone and internet), nor through any structure of any of the financial intermediaries of the Other Countries, nor in any other way;
2. not to have received and/or sent copies or originals of this Sale Request, the Offer Document and/or any document relating to the Offer, including the Exemption Document, from or to the Other Countries in which the Procedure is not permitted in the absence of authorisation by the competent authorities and not to have otherwise used in connection with the Procedure, directly or indirectly the postal services and/or any other means or instrument (including, without limitation, the postal network, fax, telex, electronic mail, telephone and Internet, and/or any other means or medium of information technology) of national or international commerce, or the services of any regulated market of the Other Countries; and
3. to be outside the Other Countries as countries where the Procedure is not permitted in the absence of authorisation by the competent authorities when this Sale Request is delivered or signed.

Pursuant to and for the purposes of Article 13 of the EU Regulation 679/2016 (“GDPR”), it is hereby notified that the personal data provided when signing this Sale Request will be processed, also through the use of computer and telematic procedures, for the sole purposes directly connected and instrumental to the Procedure, which constitute the legal basis for the processing. The provision of data is necessary and any refusal to provide such data shall result in the impossibility to adhere to the Procedure. In relation to the aforesaid processing, the Requesting Shareholder may exercise the rights set forth in Articles 15 to 22 of the GDPR (including, without limitation, the right of access, the right to erasure of data, the right to rectification, the right to limitation of data processing and the right to lodge a complaint with the Garante per la protezione dei dati personali). Personal data will be processed, as separate and autonomous data controllers, each for the purposes related and instrumental to its role in the transaction by the Intermediary in Charge of Coordinating the Collection of Acceptances, the Offeror, the Depository Intermediaries and companies identified by the latter which - as data controllers or data processors - perform functional or support activities as necessary for the transaction, to whom the personal data may be communicated and whose precise identity may be known by directly contacting the Intermediary in Charge of Coordinating the Collection of Acceptances, the Offeror and the Depository Intermediaries (who may also be requested to know the identity of their respective data processors, if any). The data will be retained only for the period of time necessary to pursue the aforesaid purposes, after which they will be retained in accordance with the ordinary limitation periods set forth 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 third parties.

_____, there _____

The Requesting Shareholder or its representative

Stamp and signature of the Appointed Intermediary

The Depository Intermediary with whom this Sale Request is deposited declares upon its presentation by the subscriber and under its own responsibility:

- (a) to be the depositary of the above-mentioned Remaining Shares subject of this Sale Request;
- (b) to carry out the necessary formalities for the transfer of the Remaining Shares to the Intermediary in Charge of Coordinating the Collection of Acceptances exclusively through Euronext Milan, by and no later than the end of the Period for the Submission of the Sale Requests (without prejudice to any extensions of the Period for the Submission of the Sale Requests).

Stamp and signature of Depository Intermediary

SALE REQUEST

RELATING TO THE PROCEDURE FOR THE FULFILMENT OF THE PURCHASE OBLIGATION

pursuant to Article 108, paragraph 2, of Legislative Decree 24 February 1998, no. 58, as subsequently amended and supplemented (the “CFA”) by Banca Ifis S.p.A. (“**Banca Ifis**” or the “**Offeror**”) over maximum no. **7,313,486 ordinary shares of illimity Bank S.p.A.** (the “**Issuer**”) (the “**Procedure**”)

Dear Appointed Intermediary _____,

The undersigned (*first name, last name or company name*) _____, Tax Code / VAT No. _____, born in _____, on _____, Citizenship / Nationality _____, resident / with registered office in _____, Province _____, Street _____, Postcode _____, Customer Code _____, owner of no. _____ ordinary shares of the Issuer (“**Shares**”) (with ISIN code: _____), with no indication of the par value, with regular dividend rights and freely transferable, of which it guarantees the legitimate and full ownership and availability, as well as the absence of charges and encumbrances of any kind and nature, real or personal.

Capitalized terms not otherwise defined in this Sale Request shall have the same meaning as ascribed to them in (i) the offer document prepared for the purpose of the totalitarian voluntary tender and exchange offer (the “**Offer**”) promoted by Banca Ifis pursuant to Articles 102 and 106, paragraph 4, of the CFA over maximum no. 84,067,808 ordinary shares of illimity Bank S.p.A., approved by CONSOB with resolution no. 23543 of 7 May 2025 and published on 9 May 2025 (“**Offer Document**”) and (ii) the press release issued by Banca Ifis on 16 July 2025 (and the additional press release issued by Banca Ifis on 23 July 2025) relating to the Reopening of Terms and to the procedure to fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA (the “**Press Releases**”), pursuant to Articles 41, paragraph 6, and 50-*quinquies*, paragraph 2, of the Issuers’ Regulations.

DECLARES to have acknowledged all the conditions, terms and modalities of this Procedure, including the Consideration, as defined below, that will be paid for each Share tendered to the Procedure, as per (i) the Offer Document and the exemption document (the “**Exemption Document**”) made available to the public at the Offeror’s registered office (Mestre (Venice) (VE), Via Terraglio no. 63), at the registered office of the Intermediary in Charge of Coordinating the Collection of Acceptances, Equita SIM S.p.A. (Milan, Via Filippo Turati No. 9) and of the Appointed Intermediaries as indicated in the Offer Document, and available on the website of the Offeror (www.bancaifis.it) and of the Global Information Agents Sodali & Co (www.sodali.com) and Georgeson S.r.l. (www.georgeson.com) and (ii) the Press Releases.

REQUESTS irrevocably and unconditionally to Banca Ifis to purchase, pursuant to Article 108, paragraph 2, of the CFA, no. _____ Remaining Shares which:

- o have already been deposited with You in the securities account no. _____ in the name of: _____;
- o will be placed in the aforementioned account following the stock exchange liquidation;
- o are deposited with You at the same time as of the signing of this Sale Request; and
- o will be transferred/deposited to You, in a timely manner, by appointment expressly accepted, attached hereby, by the Depositary Intermediary of the Remaining Shares tendered by means of this Sale Request.

AUTHORISES the placing of the aforesaid Remaining Shares in a transitional deposit with You restricted for the purposes of this Procedure.

CONSENTS as of now the transfer to the Offeror of the Remaining Shares placed in the above transitional deposit, granting You an irrevocable mandate to execute or cause to be executed, in the name and on behalf of the undersigned, all necessary formalities for the transfer of the Remaining Shares to the Offeror. All against payment of the Consideration, as defined below, on the Payment Date of the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA, as further specified in (i) the Offer Document and (ii) the Press Releases.

DECLARES

- to accept as of now the cancellation of the transaction if irregularities are found in the data contained in this Sale Request as a result of the verifications and controls following the delivery of the Remaining Shares under this Sale Request;
- to be aware that, in view of the fact that the Remaining Shares are subject to the dematerialization regime provided for by Articles 83-*bis et seq.* of the TUF and the Regulation adopted by CONSOB and the Bank of Italy by Resolution dated 22 February 2008, as subsequently amended and supplemented, the signature of the Sale Request also constitutes an irrevocable instruction to the Appointed Intermediary (or to the relevant Depositary Intermediary with which the Remaining Shares are deposited in a securities account) to transfer the Remaining Shares deposited with such intermediaries in favour of the Offeror.

ACKNOWLEDGES

1. that this Sale Request is irrevocable;
2. that the period for the submission of the Sale Requests (the “**Period for the Submission of the Sale Requests**”) commenced at 8:30 a.m. (Italian time) on 28 July 2025 and will end at 5:30 p.m. (Italian time) on 29 August 2025, extremes included, without prejudice to any extensions of the Period for the Submission of the Sale Requests, which may occur in compliance with the applicable laws and regulations;
3. that the Offeror will pay to the Shareholders of the Issuer requesting the Offeror to purchase their Remaining Shares pursuant to the Procedure, for each Remaining Share:
 - a. a consideration equal to the Consideration of the Offer, *i.e.* for each Remaining Share tendered to the Offer, (x) Euro 1.6835, as consideration in cash (the “**Consideration in Cash**”), and (y) no. 0.1 newly issued Banca Ifis Shares, as consideration in shares (the “**Consideration in Shares**” and, together with the Consideration in Cash, the “**Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA**”); or, alternatively
 - b. only to those Shareholders of the Issuer so requesting in the Sale Request, a consideration wholly in cash equal to Euro 4.0767 for each illimity Share, calculated pursuant to Article 50-*ter*, paragraph 1, letter a), of the Issuers’ Regulations and, therefore, equal to the sum of (x) the weighted average of the official prices of the Banca Ifis Shares recorded on Euronext Milan, Euronext STAR Milan segment, during the five Trading Days preceding the Payment Date Following the Reopening of Terms (*i.e.*, 11 July, 14 July, 15 July, 16 July and 17 July 2025), which is equal to Euro 23.9317 multiplied by 0.1 (*i.e.*, the Exchange Ratio) and (y) the Consideration in Cash (the “**Alternative Consideration in Cash**”), as better described in the Press Releases;
4. that if the result of the application of the Exchange Ratio to the Remaining Shares subject of the Sale Request does not correspond to an integer number of Banca Ifis Shares, the Fractional Parts of the Banca Ifis Shares will be grouped and subsequently sold on Euronext Milan, Euronext STAR Milan segment, and the proceeds of such sales will be credited to the relevant Requesting Shareholders in proportion to their respective Fractional Parts (*i.e.*, the Cash Amount of the Fractional Part), as explained and described in Section F, Paragraph F.6, of the Offer Document and the Press Releases;
5. that the Requesting Shareholder will not bear any cost or transaction fees for the assignment of the Banca Ifis Shares, nor for the payment of the Cash Amount of the Fractional Part, and that no interest will be paid on the Cash Amount of the Fractional Part;
6. that in the Press Releases it is provided that the payment of the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA (or the Alternative Consideration in Cash, as the case may be) will be made on 5 September 2025, corresponding to the fifth Trading Day following the closing date of the Period for the Submission of the Sale Requests indicated in the Press Releases, without prejudice to any extensions of the Period for the Submission of the Sale Requests pursuant to the applicable laws and regulations. Such payment is subject to the completion of the necessary formalities to transfer the Remaining Shares to the Offeror;
7. that the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA (or the Alternative Consideration in Cash, as the case may be) is net of stamp and registration duties, if any, and of fees, commissions and expenses which will remain payable by the Offeror. On the contrary, any income tax (including, for the sake of completeness, IRAP) or substitute tax, if due, on the capital gain, if any, will remain payable by the Requesting Shareholders and no interest will be paid on the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA (or the Alternative Consideration in Cash, as the case may be) for each Remaining Share subject of the Sale Request between the date of request of the Sale Request and the Payment Date of the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA;
8. that adherence to the Procedure by means of this Sale Request may also be made at one of the Depositary Intermediaries on behalf of the Requesting Shareholders, who shall countersign the Sale Request and send it to one of the Appointed Intermediaries;
9. that the Requesting Shareholders bear the sole risk that the Depositary Intermediary does not deliver the Sale Request and, if applicable, does not deposit the Remaining Shares with the Intermediary in Charge of Coordinating the Collection of Acceptances by the last valid day of the Period for the Submission of the Sale Requests and that the Depositary Intermediary does not transfer the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA (or the Alternative Consideration in Cash, as the case may be) to the rightsholders or delays the transfer; and
10. that for the period between the submission of the Sale Request and the Payment Date of the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA, the Requesting Shareholders may exercise the property and corporate rights relating to the Remaining Shares, which shall remain in the ownership of the same Requesting Shareholders.

GRANTS an irrevocable mandate to the Intermediary in Charge of Coordinating the Collection of Acceptances, with reference to the Consideration in Shares, to sell on Euronext Milan, Euronext STAR Milan segment, in name and on behalf of the undersigned, the relevant Fractional Parts to which the undersigned is entitled, if any, equal to no. _____ Banca Ifis Shares, deriving from the exchange of such shares with the Remaining Shares of the Issuer, paying to the undersigned, through this Appointed Intermediary and in the terms set forth below, the Cash Amount of the Fractional Part, as explained and described in Section F, Paragraph F.6, of the Offer Document and the Press Releases.

AUTHORISES with reference to all the Remaining Shares (and, therefore, not only a part of them) subject of this Sale Request

o **not requesting the Alternative Consideration in Cash**

SHARES COMPONENT OF THE CONSIDERATION

this Appointed Intermediary/Depositary Intermediary to:

- o settle/procure the settlement of the payment of the Consideration in Shares through the deposit of no. _____ Banca Ifis Shares to which the undersigned is entitled as a consequence of the ratio of 0.10 Banca Ifis Shares for each Remaining Share of the Issuer, through the registration, in dematerialized form, to the securities account no. _____, at _____ in the name of _____;
- o communicate to the Intermediary in Charge of Coordinating the Collection of Acceptances the Fractional Part to which the undersigned is entitled as a consequence of the exchange with the Remaining Shares, equal to no. _____ Banca Ifis Shares, crediting, directly or indirectly, the Cash Amount of the Fractional Part through:
 1. credit to the account no. _____, IBAN _____, in the name of _____, at _____; or
 2. non-transferable bank draft in the name of _____ to be sent to _____.

CASH COMPONENT OF THE CONSIDERATION

this Appointed Intermediary/Depositary Intermediary to settle/procure the settlement of the payment of the Consideration in Cash through:

1. credit to the account no. _____, IBAN _____, in the name of _____, at _____; or
2. non-transferable bank draft in the name of _____ to be sent to _____, in the amount of Euro _____ representing the overall Consideration in Cash for the Remaining Shares subject of this Sale Request.

OR, ALTERNATIVELY

o requesting the Alternative Consideration in Cash

this Appointed Intermediary/Depository Intermediary to settle/procure the settlement of the payment of the Alternative Consideration in Cash through:

1. credit to the account no. _____ in the name of _____, at _____, IBAN _____; or
2. non-transferable bank draft in the name of _____ to be sent to _____, in the amount of Euro _____ representing the overall Alternative Consideration in Cash for the Remaining Shares subject of this Sale Request.

DECLARES

1. to be aware that the Procedure is addressed, on equal terms, to all the holders of the Remaining Shares, is promoted in Italy and has not been and will not be promoted, nor disseminated, in the United States of America (i.e., addressed to “U.S. Persons”, as defined under the U.S. Securities Act of 1933, as amended), in Canada, Japan and Australia, as well as in any country other than Italy where such Procedure is not permitted in the absence of authorisation by the competent authorities or other fulfilment on the part of the Offeror (such countries, including the United States of America, Canada, Japan and Australia, collectively, the “Other Countries”) nor by using national or international means of communication or commerce of the Other Countries (including, by way of example, the postal network, fax, e-mail, telephone and internet), nor through any structure of any of the financial intermediaries of the Other Countries, nor in any other way;
2. not to have received and/or sent copies or originals of this Sale Request, the Offer Document and/or any document relating to the Offer, including the Exemption Document, from or to the Other Countries in which the Procedure is not permitted in the absence of authorisation by the competent authorities and not to have otherwise used in connection with the Procedure, directly or indirectly the postal services and/or any other means or instrument (including, without limitation, the postal network, fax, telex, electronic mail, telephone and Internet, and/or any other means or medium of information technology) of national or international commerce, or the services of any regulated market of the Other Countries; and
3. to be outside the Other Countries as countries where the Procedure is not permitted in the absence of authorisation by the competent authorities when this Sale Request is delivered or signed.

Pursuant to and for the purposes of Article 13 of the EU Regulation 679/2016 (“GDPR”), it is hereby notified that the personal data provided when signing this Sale Request will be processed, also through the use of computer and telematic procedures, for the sole purposes directly connected and instrumental to the Procedure, which constitute the legal basis for the processing. The provision of data is necessary and any refusal to provide such data shall result in the impossibility to adhere to the Procedure. In relation to the aforesaid processing, the Requesting Shareholder may exercise the rights set forth in Articles 15 to 22 of the GDPR (including, without limitation, the right of access, the right to erasure of data, the right to rectification, the right to limitation of data processing and the right to lodge a complaint with the Garante per la protezione dei dati personali). Personal data will be processed, as separate and autonomous data controllers, each for the purposes related and instrumental to its role in the transaction by the Intermediary in Charge of Coordinating the Collection of Acceptances, the Offeror, the Depository Intermediaries and companies identified by the latter which - as data controllers or data processors - perform functional or support activities as necessary for the transaction, to whom the personal data may be communicated and whose precise identity may be known by directly contacting the Intermediary in Charge of Coordinating the Collection of Acceptances, the Offeror and the Depository Intermediaries (who may also be requested to know the identity of their respective data processors, if any). The data will be retained only for the period of time necessary to pursue the aforesaid purposes, after which they will be retained in accordance with the ordinary limitation periods set forth 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 third parties.

_____, there _____

The Requesting Shareholder or its representative

Stamp and signature of the Appointed Intermediary

The Depository Intermediary with whom this Sale Request is deposited declares upon its presentation by the subscriber and under its own responsibility:

- (a) to be the depository of the above-mentioned Remaining Shares subject of this Sale Request;
- (b) to carry out the necessary formalities for the transfer of the Remaining Shares to the Intermediary in Charge of Coordinating the Collection of Acceptances exclusively through Euronext Milan, by and no later than the end of the Period for the Submission of the Sale Requests (without prejudice to any extensions of the Period for the Submission of the Sale Requests).

Stamp and signature of Depository Intermediary

Sheet No. 2 – Copy for the Appointed Intermediary

SALE REQUEST

RELATING TO THE PROCEDURE FOR THE FULFILMENT OF THE PURCHASE OBLIGATION

pursuant to Article 108, paragraph 2, of Legislative Decree 24 February 1998, no. 58, as subsequently amended and supplemented (the “CFA”) by Banca Ifis S.p.A. (“**Banca Ifis**” or the “**Offeror**”) over maximum no. **7,313,486 ordinary shares of illimity Bank S.p.A.** (the “**Issuer**”) (the “**Procedure**”)

Dear Appointed Intermediary _____,

The undersigned (*first name, last name or company name*) _____, Tax Code / VAT No. _____, born in _____, on _____, Citizenship / Nationality _____, resident / with registered office in _____, Province _____, Street _____, Postcode _____, Customer Code _____, owner of no. _____ ordinary shares of the Issuer (“**Shares**”) (with ISIN code: _____), with no indication of the par value, with regular dividend rights and freely transferable, of which it guarantees the legitimate and full ownership and availability, as well as the absence of charges and encumbrances of any kind and nature, real or personal.

Capitalized terms not otherwise defined in this Sale Request shall have the same meaning as ascribed to them in (i) the offer document prepared for the purpose of the totalitarian voluntary tender and exchange offer (the “**Offer**”) promoted by Banca Ifis pursuant to Articles 102 and 106, paragraph 4, of the CFA over maximum no. 84,067,808 ordinary shares of illimity Bank S.p.A., approved by CONSOB with resolution no. 23543 of 7 May 2025 and published on 9 May 2025 (“**Offer Document**”) and (ii) the press release issued by Banca Ifis on 16 July 2025 (and the additional press release issued by Banca Ifis on 23 July 2025) relating to the results of the Reopening of Terms and to the procedure to fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA (the “**Press Releases**”), pursuant to Articles 41, paragraph 6, and 50-*quinquies*, paragraph 2, of the Issuers’ Regulations.

DECLARES to have acknowledged all the conditions, terms and modalities of this Procedure, including the Consideration, as defined below, that will be paid for each Share tendered to the Procedure, as per (i) the Offer Document and the exemption document (the “**Exemption Document**”) made available to the public at the Offeror’s registered office (Mestre (Venice) (VE), Via Terraglio no. 63), at the registered office of the Intermediary in Charge of Coordinating the Collection of Acceptances, Equita SIM S.p.A. (Milan, Via Filippo Turati No. 9) and of the Appointed Intermediaries as indicated in the Offer Document, and available on the website of the Offeror (www.bancaifis.it) and of the Global Information Agents Sodali & Co (www.sodali.com) and Georgeson S.r.l. (www.georgeson.com) and (ii) the Press Releases.

REQUESTS irrevocably and unconditionally to Banca Ifis to purchase, pursuant to Article 108, paragraph 2, of the CFA, no. _____ Remaining Shares which:

- o have already been deposited with You in the securities account no. _____ in the name of: _____;
- o will be placed in the aforementioned account following the stock exchange liquidation;
- o are deposited with You at the same time as of the signing of this Sale Request; and
- o will be transferred/deposited to You, in a timely manner, by appointment expressly accepted, attached hereby, by the Depositary Intermediary of the Remaining Shares tendered by means of this Sale Request.

AUTHORISES the placing of the aforesaid Remaining Shares in a transitional deposit with You restricted for the purposes of this Procedure.

CONSENTS as of now the transfer to the Offeror of the Remaining Shares placed in the above transitional deposit, granting You an irrevocable mandate to execute or cause to be executed, in the name and on behalf of the undersigned, all necessary formalities for the transfer of the Remaining Shares to the Offeror. All against payment of the Consideration, as defined below, on the Payment Date of the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA, as further specified in (i) the Offer Document and (ii) the Press Releases.

DECLARES

- to accept as of now the cancellation of the transaction if irregularities are found in the data contained in this Sale Request as a result of the verifications and controls following the delivery of the Remaining Shares under this Sale Request;
- to be aware that, in view of the fact that the Remaining Shares are subject to the dematerialization regime provided for by Articles 83-*bis et seq.* of the TUF and the Regulation adopted by CONSOB and the Bank of Italy by Resolution dated 22 February 2008, as subsequently amended and supplemented, the signature of the Sale Request also constitutes an irrevocable instruction to the Appointed Intermediary (or to the relevant Depositary Intermediary with which the Remaining Shares are deposited in a securities account) to transfer the Remaining Shares deposited with such intermediaries in favour of the Offeror.

ACKNOWLEDGES

1. that this Sale Request is irrevocable;
2. that the period for the submission of the Sale Requests (the “**Period for the Submission of the Sale Requests**”) commenced at 8:30 a.m. (Italian time) on 28 July 2025 and will end at 5:30 p.m. (Italian time) on 29 August 2025, extremes included, without prejudice to any extensions of the Period for the Submission of the Sale Requests, which may occur in compliance with the applicable laws and regulations;
3. that the Offeror will pay to the Shareholders of the Issuer requesting the Offeror to purchase their Remaining Shares pursuant to the Procedure, for each Remaining Share:
 - a. a consideration equal to the Consideration of the Offer, *i.e.* for each Remaining Share tendered to the Offer, (x) Euro 1.6835, as consideration in cash (the “**Consideration in Cash**”), and (y) no. 0.1 newly issued Banca Ifis Shares, as consideration in shares (the “**Consideration in Shares**” and, together with the Consideration in Cash, the “**Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA**”); or, alternatively
 - b. only to those Shareholders of the Issuer so requesting in the Sale Request, a consideration wholly in cash equal to Euro 4.0767 for each illimity Share, calculated pursuant to Article 50-*ter*, paragraph 1, letter a), of the Issuers’ Regulations and, therefore, equal to the sum of (x) the weighted average of the official prices of the Banca Ifis Shares recorded on Euronext Milan, Euronext STAR Milan segment, during the five Trading Days preceding the Payment Date Following the Reopening of Terms (*i.e.*, 11 July, 14 July, 15 July, 16 July and 17 July 2025), which is equal to Euro 23.9317 multiplied by 0.1 (*i.e.*, the Exchange Ratio) and (y) the Consideration in Cash (the “**Alternative Consideration in Cash**”), as better described in the Press Releases;
4. that if the result of the application of the Exchange Ratio to the Remaining Shares subject of the Sale Request does not correspond to an integer number of Banca Ifis Shares, the Fractional Parts of the Banca Ifis Shares will be grouped and subsequently sold on Euronext Milan, Euronext STAR Milan segment, and the proceeds of such sales will be credited to the relevant Requesting Shareholders in proportion to their respective Fractional Parts (*i.e.*, the Cash Amount of the Fractional Part), as explained and described in Section F, Paragraph F.6, of the Offer Document and the Press Releases;
5. that the Requesting Shareholder will not bear any cost or transaction fees for the assignment of the Banca Ifis Shares, nor for the payment of the Cash Amount of the Fractional Part, and that no interest will be paid on the Cash Amount of the Fractional Part;
6. that in the Press Releases it is provided that the payment of the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA (or the Alternative Consideration in Cash, as the case may be) will be made on 5 September 2025, corresponding to the fifth Trading Day following the closing date of the Period for the Submission of the Sale Requests indicated in the Press Releases, without prejudice to any extensions of the Period for the Submission of the Sale Requests pursuant to the applicable laws and regulations. Such payment is subject to the completion of the necessary formalities to transfer the Remaining Shares to the Offeror;
7. that the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA (or the Alternative Consideration in Cash, as the case may be) is net of stamp and registration duties, if any, and of fees, commissions and expenses which will remain payable by the Offeror. On the contrary, any income tax (including, for the sake of completeness, IRAP) or substitute tax, if due, on the capital gain, if any, will remain payable by the Requesting Shareholders and no interest will be paid on the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA (or the Alternative Consideration in Cash, as the case may be) for each Remaining Share subject of the Sale Request between the date of request of the Sale Request and the Payment Date of the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA;
8. that adherence to the Procedure by means of this Sale Request may also be made at one of the Depositary Intermediaries on behalf of the Requesting Shareholders, who shall countersign the Sale Request and send it to one of the Appointed Intermediaries;
9. that the Requesting Shareholders bear the sole risk that the Depositary Intermediary does not deliver the Sale Request and, if applicable, does not deposit the Remaining Shares with the Intermediary in Charge of Coordinating the Collection of Acceptances by the last valid day of the Period for the Submission of the Sale Requests and that the Depositary Intermediary does not transfer the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA (or the Alternative Consideration in Cash, as the case may be) to the rightsholders or delays the transfer; and
10. that for the period between the submission of the Sale Request and the Payment Date of the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA, the Requesting Shareholders may exercise the property and corporate rights relating to the Remaining Shares, which shall remain in the ownership of the same Requesting Shareholders.

GRANTS an irrevocable mandate to the Intermediary in Charge of Coordinating the Collection of Acceptances, with reference to the Consideration in Shares, to sell on Euronext Milan, Euronext STAR Milan segment, in name and on behalf of the undersigned, the relevant Fractional Parts to which the undersigned is entitled, if any, equal to no. _____ Banca Ifis Shares, deriving from the exchange of such shares with the Remaining Shares of the Issuer, paying to the undersigned, through this Appointed Intermediary and in the terms set forth below, the Cash Amount of the Fractional Part, as explained and described in Section F, Paragraph F.6, of the Offer Document and the Press Releases.

AUTHORISES with reference to all the Remaining Shares (and, therefore, not only a part of them) subject of this Sale Request

o **not requesting the Alternative Consideration in Cash**

SHARES COMPONENT OF THE CONSIDERATION

this Appointed Intermediary/Depositary Intermediary to:

- o settle/procure the settlement of the payment of the Consideration in Shares through the deposit of no. _____ Banca Ifis Shares to which the undersigned is entitled as a consequence of the ratio of 0.10 Banca Ifis Shares for each Remaining Share of the Issuer, through the registration, in dematerialized form, to the securities account no. _____, at _____ in the name of _____;
- o communicate to the Intermediary in Charge of Coordinating the Collection of Acceptances the Fractional Part to which the undersigned is entitled as a consequence of the exchange with the Remaining Shares, equal to no. _____ Banca Ifis Shares, crediting, directly or indirectly, the Cash Amount of the Fractional Part through:
 1. credit to the account no. _____, IBAN _____, in the name of _____, at _____; or
 2. non-transferable bank draft in the name of _____ to be sent to _____.

CASH COMPONENT OF THE CONSIDERATION

this Appointed Intermediary/Depositary Intermediary to settle/procure the settlement of the payment of the Consideration in Cash through:

1. credit to the account no. _____, IBAN _____, in the name of _____, at _____; or
2. non-transferable bank draft in the name of _____ to be sent to _____, in the amount of Euro _____ representing the overall Consideration in Cash for the Remaining Shares subject of this Sale Request.

OR, ALTERNATIVELY

o requesting the Alternative Consideration in Cash

this Appointed Intermediary/Depository Intermediary to settle/procure the settlement of the payment of the Alternative Consideration in Cash through:

1. credit to the account no. _____ in the name of _____, at _____, IBAN _____; or
2. non-transferable bank draft in the name of _____ to be sent to _____, in the amount of Euro _____ representing the overall Alternative Consideration in Cash for the Remaining Shares subject of this Sale Request.

DECLARES

1. to be aware that the Procedure is addressed, on equal terms, to all the holders of the Remaining Shares, is promoted in Italy and has not been and will not be promoted, nor disseminated, in the United States of America (*i.e.*, addressed to “*U.S. Persons*”, as defined under the U.S. Securities Act of 1933, as amended), in Canada, Japan and Australia, as well as in any country other than Italy where such Procedure is not permitted in the absence of authorisation by the competent authorities or other fulfilment on the part of the Offeror (such countries, including the United States of America, Canada, Japan and Australia, collectively, the “**Other Countries**”) nor by using national or international means of communication or commerce of the Other Countries (including, by way of example, the postal network, fax, e-mail, telephone and internet), nor through any structure of any of the financial intermediaries of the Other Countries, nor in any other way;
2. not to have received and/or sent copies or originals of this Sale Request, the Offer Document and/or any document relating to the Offer, including the Exemption Document, from or to the Other Countries in which the Procedure is not permitted in the absence of authorisation by the competent authorities and not to have otherwise used in connection with the Procedure, directly or indirectly the postal services and/or any other means or instrument (including, without limitation, the postal network, fax, telex, electronic mail, telephone and Internet, and/or any other means or medium of information technology) of national or international commerce, or the services of any regulated market of the Other Countries; and
3. to be outside the Other Countries as countries where the Procedure is not permitted in the absence of authorisation by the competent authorities when this Sale Request is delivered or signed.

Pursuant to and for the purposes of Article 13 of the EU Regulation 679/2016 (“GDPR”), it is hereby notified that the personal data provided when signing this Sale Request will be processed, also through the use of computer and telematic procedures, for the sole purposes directly connected and instrumental to the Procedure, which constitute the legal basis for the processing. The provision of data is necessary and any refusal to provide such data shall result in the impossibility to adhere to the Procedure. In relation to the aforesaid processing, the Requesting Shareholder may exercise the rights set forth in Articles 15 to 22 of the GDPR (including, without limitation, the right of access, the right to erasure of data, the right to rectification, the right to limitation of data processing and the right to lodge a complaint with the Garante per la protezione dei dati personali). Personal data will be processed, as separate and autonomous data controllers, each for the purposes related and instrumental to its role in the transaction by the Intermediary in Charge of Coordinating the Collection of Acceptances, the Offeror, the Depository Intermediaries and companies identified by the latter which - as data controllers or data processors - perform functional or support activities as necessary for the transaction, to whom the personal data may be communicated and whose precise identity may be known by directly contacting the Intermediary in Charge of Coordinating the Collection of Acceptances, the Offeror and the Depository Intermediaries (who may also be requested to know the identity of their respective data processors, if any). The data will be retained only for the period of time necessary to pursue the aforesaid purposes, after which they will be retained in accordance with the ordinary limitation periods set forth 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 third parties.

_____, there _____

The Requesting Shareholder or its representative

Stamp and signature of the Appointed Intermediary

The Depository Intermediary with whom this Sale Request is deposited declares upon its presentation by the subscriber and under its own responsibility:

- (a) to be the depository of the above-mentioned Remaining Shares subject of this Sale Request;
- (b) to carry out the necessary formalities for the transfer of the Remaining Shares to the Intermediary in Charge of Coordinating the Collection of Acceptances exclusively through Euronext Milan, by and no later than the end of the Period for the Submission of the Sale Requests (without prejudice to any extensions of the Period for the Submission of the Sale Requests).

Stamp and signature of Depository Intermediary

Sheet No. 3 – Copy for the Depository Intermediary

SALE REQUEST

RELATING TO THE PROCEDURE FOR THE FULFILMENT OF THE PURCHASE OBLIGATION

pursuant to Article 108, paragraph 2, of Legislative Decree 24 February 1998, no. 58, as subsequently amended and supplemented (the “CFA”) by Banca Ifis S.p.A. (“**Banca Ifis**” or the “**Offeror**”) over maximum no. **7,313,486 ordinary shares of illimity Bank S.p.A.** (the “**Issuer**”) (the “**Procedure**”)

Dear Appointed Intermediary _____,

The undersigned (*first name, last name or company name*) _____, Tax Code / VAT No. _____, born in _____, on _____, Citizenship / Nationality _____, resident / with registered office in _____, Province _____, Street _____, Postcode _____, Customer Code _____, owner of no. _____ ordinary shares of the Issuer (“**Shares**”) (with ISIN code: _____), with no indication of the par value, with regular dividend rights and freely transferable, of which it guarantees the legitimate and full ownership and availability, as well as the absence of charges and encumbrances of any kind and nature, real or personal.

Capitalized terms not otherwise defined in this Sale Request shall have the same meaning as ascribed to them in (i) the offer document prepared for the purpose of the totalitarian voluntary tender and exchange offer (the “**Offer**”) promoted by Banca Ifis pursuant to Articles 102 and 106, paragraph 4, of the CFA over maximum no. 84,067,808 ordinary shares of illimity Bank S.p.A., approved by CONSOB with resolution no. 23543 of 7 May 2025 and published on 9 May 2025 (“**Offer Document**”) and (ii) the press release issued by Banca Ifis on 16 July 2025 (and the additional press release issued by Banca Ifis on 23 July 2025) relating to the results of the Reopening of Terms and to the procedure to fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA (the “**Press Releases**”), pursuant to Articles 41, paragraph 6, and 50-*quinquies*, paragraph 2, of the Issuers’ Regulations.

DECLARES to have acknowledged all the conditions, terms and modalities of this Procedure, including the Consideration, as defined below, that will be paid for each Share tendered to the Procedure, as per (i) the Offer Document and the exemption document (the “**Exemption Document**”) made available to the public at the Offeror’s registered office (Mestre (Venice) (VE), Via Terraglio no. 63), at the registered office of the Intermediary in Charge of Coordinating the Collection of Acceptances, Equita SIM S.p.A. (Milan, Via Filippo Turati No. 9) and of the Appointed Intermediaries as indicated in the Offer Document, and available on the website of the Offeror (www.bancaifis.it) and of the Global Information Agents Sodali & Co (www.sodali.com) and Georgeson S.r.l. (www.georgeson.com) and (ii) the Press Releases.

REQUESTS irrevocably and unconditionally to Banca Ifis to purchase, pursuant to Article 108, paragraph 2, of the CFA, no. _____ Remaining Shares which:

- o have already been deposited with You in the securities account no. _____ in the name of: _____;
- o will be placed in the aforementioned account following the stock exchange liquidation;
- o are deposited with You at the same time as of the signing of this Sale Request; and
- o will be transferred/deposited to You, in a timely manner, by appointment expressly accepted, attached hereby, by the Depositary Intermediary of the Remaining Shares tendered by means of this Sale Request.

AUTHORISES the placing of the aforesaid Remaining Shares in a transitional deposit with You restricted for the purposes of this Procedure.

CONSENTS as of now the transfer to the Offeror of the Remaining Shares placed in the above transitional deposit, granting You an irrevocable mandate to execute or cause to be executed, in the name and on behalf of the undersigned, all necessary formalities for the transfer of the Remaining Shares to the Offeror. All against payment of the Consideration, as defined below, on the Payment Date of the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA, as further specified in (i) the Offer Document and (ii) the Press Releases.

DECLARES

- to accept as of now the cancellation of the transaction if irregularities are found in the data contained in this Sale Request as a result of the verifications and controls following the delivery of the Remaining Shares under this Sale Request;
- to be aware that, in view of the fact that the Remaining Shares are subject to the dematerialization regime provided for by Articles 83-*bis et seq.* of the TUF and the Regulation adopted by CONSOB and the Bank of Italy by Resolution dated 22 February 2008, as subsequently amended and supplemented, the signature of the Sale Request also constitutes an irrevocable instruction to the Appointed Intermediary (or to the relevant Depositary Intermediary with which the Remaining Shares are deposited in a securities account) to transfer the Remaining Shares deposited with such intermediaries in favour of the Offeror.

ACKNOWLEDGES

1. that this Sale Request is irrevocable;
2. that the period for the submission of the Sale Requests (the “**Period for the Submission of the Sale Requests**”) commenced at 8:30 a.m. (Italian time) on 28 July 2025 and will end at 5:30 p.m. (Italian time) on 29 August 2025, extremes included, without prejudice to any extensions of the Period for the Submission of the Sale Requests, which may occur in compliance with the applicable laws and regulations;
3. that the Offeror will pay to the Shareholders of the Issuer requesting the Offeror to purchase their Remaining Shares pursuant to the Procedure, for each Remaining Share:
 - a. a consideration equal to the Consideration of the Offer, *i.e.* for each Remaining Share tendered to the Offer, (x) Euro 1.6835, as consideration in cash (the “**Consideration in Cash**”), and (y) no. 0.1 newly issued Banca Ifis Shares, as consideration in shares (the “**Consideration in Shares**” and, together with the Consideration in Cash, the “**Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA**”); or, alternatively
 - b. only to those Shareholders of the Issuer so requesting in the Sale Request, a consideration wholly in cash equal to Euro 4.0767 for each illimity Share, calculated pursuant to Article 50-*ter*, paragraph 1, letter a), of the Issuers’ Regulations and, therefore, equal to the sum of (x) the weighted average of the official prices of the Banca Ifis Shares recorded on Euronext Milan, Euronext STAR Milan segment, during the five Trading Days preceding the Payment Date Following the Reopening of Terms (*i.e.*, 11 July, 14 July, 15 July, 16 July and 17 July 2025), which is equal to Euro 23.9317 multiplied by 0.1 (*i.e.*, the Exchange Ratio) and (y) the Consideration in Cash (the “**Alternative Consideration in Cash**”), as better described in the Press Releases;
4. that if the result of the application of the Exchange Ratio to the Remaining Shares subject of the Sale Request does not correspond to an integer number of Banca Ifis Shares, the Fractional Parts of the Banca Ifis Shares will be grouped and subsequently sold on Euronext Milan, Euronext STAR Milan segment, and the proceeds of such sales will be credited to the relevant Requesting Shareholders in proportion to their respective Fractional Parts (*i.e.*, the Cash Amount of the Fractional Part), as explained and described in Section F, Paragraph F.6, of the Offer Document and the Press Releases;
5. that the Requesting Shareholder will not bear any cost or transaction fees for the assignment of the Banca Ifis Shares, nor for the payment of the Cash Amount of the Fractional Part, and that no interest will be paid on the Cash Amount of the Fractional Part;
6. that in the Press Releases it is provided that the payment of the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA (or the Alternative Consideration in Cash, as the case may be) will be made on 5 September 2025, corresponding to the fifth Trading Day following the closing date of the Period for the Submission of the Sale Requests indicated in the Press Releases, without prejudice to any extensions of the Period for the Submission of the Sale Requests pursuant to the applicable laws and regulations. Such payment is subject to the completion of the necessary formalities to transfer the Remaining Shares to the Offeror;
7. that the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA (or the Alternative Consideration in Cash, as the case may be) is net of stamp and registration duties, if any, and of fees, commissions and expenses which will remain payable by the Offeror. On the contrary, any income tax (including, for the sake of completeness, IRAP) or substitute tax, if due, on the capital gain, if any, will remain payable by the Requesting Shareholders and no interest will be paid on the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA (or the Alternative Consideration in Cash, as the case may be) for each Remaining Share subject of the Sale Request between the date of request of the Sale Request and the Payment Date of the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA;
8. that adherence to the Procedure by means of this Sale Request may also be made at one of the Depositary Intermediaries on behalf of the Requesting Shareholders, who shall countersign the Sale Request and send it to one of the Appointed Intermediaries;
9. that the Requesting Shareholders bear the sole risk that the Depositary Intermediary does not deliver the Sale Request and, if applicable, does not deposit the Remaining Shares with the Intermediary in Charge of Coordinating the Collection of Acceptances by the last valid day of the Period for the Submission of the Sale Requests and that the Depositary Intermediary does not transfer the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA (or the Alternative Consideration in Cash, as the case may be) to the rightsholders or delays the transfer; and
10. that for the period between the submission of the Sale Request and the Payment Date of the Consideration to Fulfil the Purchase Obligation pursuant to Article 108, paragraph 2, of the CFA, the Requesting Shareholders may exercise the property and corporate rights relating to the Remaining Shares, which shall remain in the ownership of the same Requesting Shareholders.

GRANTS an irrevocable mandate to the Intermediary in Charge of Coordinating the Collection of Acceptances, with reference to the Consideration in Shares, to sell on Euronext Milan, Euronext STAR Milan segment, in name and on behalf of the undersigned, the relevant Fractional Parts to which the undersigned is entitled, if any, equal to no. _____ Banca Ifis Shares, deriving from the exchange of such shares with the Remaining Shares of the Issuer, paying to the undersigned, through this Appointed Intermediary and in the terms set forth below, the Cash Amount of the Fractional Part, as explained and described in Section F, Paragraph F.6, of the Offer Document and the Press Releases.

AUTHORISES with reference to all the Remaining Shares (and, therefore, not only a part of them) subject of this Sale Request

o **not requesting the Alternative Consideration in Cash**

SHARES COMPONENT OF THE CONSIDERATION

this Appointed Intermediary/Depositary Intermediary to:

- o settle/procure the settlement of the payment of the Consideration in Shares through the deposit of no. _____ Banca Ifis Shares to which the undersigned is entitled as a consequence of the ratio of 0.10 Banca Ifis Shares for each Remaining Share of the Issuer, through the registration, in dematerialized form, to the securities account no. _____, at _____ in the name of _____;
- o communicate to the Intermediary in Charge of Coordinating the Collection of Acceptances the Fractional Part to which the undersigned is entitled as a consequence of the exchange with the Remaining Shares, equal to no. _____ Banca Ifis Shares, crediting, directly or indirectly, the Cash Amount of the Fractional Part through:
 1. credit to the account no. _____, IBAN _____, in the name of _____, at _____; or
 2. non-transferable bank draft in the name of _____ to be sent to _____.

CASH COMPONENT OF THE CONSIDERATION

this Appointed Intermediary/Depositary Intermediary to settle/procure the settlement of the payment of the Consideration in Cash through:

1. credit to the account no. _____ in the name of _____, at _____, IBAN _____; or
2. non-transferable bank draft in the name of _____ to be sent to _____, in the amount of Euro _____ representing the overall Consideration in Cash for the Remaining Shares subject of this Sale Request.

OR, ALTERNATIVELY

o requesting the Alternative Consideration in Cash

this Appointed Intermediary/Depository Intermediary to settle/procure the settlement of the payment of the Alternative Consideration in Cash through:

1. credit to the account no. _____ in the name of _____, at _____, IBAN _____; or
2. non-transferable bank draft in the name of _____ to be sent to _____, in the amount of Euro _____ representing the overall Alternative Consideration in Cash for the Remaining Shares subject of this Sale Request.

DECLARES

1. to be aware that the Procedure is addressed, on equal terms, to all the holders of the Remaining Shares, is promoted in Italy and has not been and will not be promoted, nor disseminated, in the United States of America (*i.e.*, addressed to “*U.S. Persons*”, as defined under the U.S. Securities Act of 1933, as amended), in Canada, Japan and Australia, as well as in any country other than Italy where such Procedure is not permitted in the absence of authorisation by the competent authorities or other fulfilment on the part of the Offeror (such countries, including the United States of America, Canada, Japan and Australia, collectively, the “**Other Countries**”) nor by using national or international means of communication or commerce of the Other Countries (including, by way of example, the postal network, fax, e-mail, telephone and internet), nor through any structure of any of the financial intermediaries of the Other Countries, nor in any other way;
2. not to have received and/or sent copies or originals of this Sale Request, the Offer Document and/or any document relating to the Offer, including the Exemption Document, from or to the Other Countries in which the Procedure is not permitted in the absence of authorisation by the competent authorities and not to have otherwise used in connection with the Procedure, directly or indirectly the postal services and/or any other means or instrument (including, without limitation, the postal network, fax, telex, electronic mail, telephone and Internet, and/or any other means or medium of information technology) of national or international commerce, or the services of any regulated market of the Other Countries; and
3. to be outside the Other Countries as countries where the Procedure is not permitted in the absence of authorisation by the competent authorities when this Sale Request is delivered or signed.

Pursuant to and for the purposes of Article 13 of the EU Regulation 679/2016 (“GDPR”), it is hereby notified that the personal data provided when signing this Sale Request will be processed, also through the use of computer and telematic procedures, for the sole purposes directly connected and instrumental to the Procedure, which constitute the legal basis for the processing. The provision of data is necessary and any refusal to provide such data shall result in the impossibility to adhere to the Procedure. In relation to the aforesaid processing, the Requesting Shareholder may exercise the rights set forth in Articles 15 to 22 of the GDPR (including, without limitation, the right of access, the right to erasure of data, the right to rectification, the right to limitation of data processing and the right to lodge a complaint with the Garante per la protezione dei dati personali). Personal data will be processed, as separate and autonomous data controllers, each for the purposes related and instrumental to its role in the transaction by the Intermediary in Charge of Coordinating the Collection of Acceptances, the Offeror, the Depository Intermediaries and companies identified by the latter which - as data controllers or data processors - perform functional or support activities as necessary for the transaction, to whom the personal data may be communicated and whose precise identity may be known by directly contacting the Intermediary in Charge of Coordinating the Collection of Acceptances, the Offeror and the Depository Intermediaries (who may also be requested to know the identity of their respective data processors, if any). The data will be retained only for the period of time necessary to pursue the aforesaid purposes, after which they will be retained in accordance with the ordinary limitation periods set forth 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 third parties.

_____, there _____

The Requesting Shareholder or its representative

Stamp and signature of the Appointed Intermediary

The Depository Intermediary with whom this Sale Request is deposited declares upon its presentation by the subscriber and under its own responsibility:

- (a) to be the depository of the above-mentioned Remaining Shares subject of this Sale Request;
- (b) to carry out the necessary formalities for the transfer of the Remaining Shares to the Intermediary in Charge of Coordinating the Collection of Acceptances exclusively through Euronext Milan, by and no later than the end of the Period for the Submission of the Sale Requests (without prejudice to any extensions of the Period for the Submission of the Sale Requests).

Stamp and signature of Depository Intermediary

Sheet No. 4 – Copy for the Requesting Shareholder