*ACCEPTANCE FORM NO. ____*

**ACCEPTANCE FORM**

**TO THE VOLUNTARY TOTALITARIAN TENDER OFFER**

pursuant to Articles 102 et seq, of Legislative Decree 24 February 1998 no. 58, as subsequently amended and supplemented **(**the "**Offer**"),

promoted by TML CV Holdings B.V. (the "**Offeror**") for all common shares of Iveco Group N.V. (the "**Issuer**")

Dear Appointed Intermediary ________________________________________

The undersigned (*name, surname or corporate name*) ______________________________________ tax code/VAT number _____________________, born in ____________________________________ on _________________ citizenship/nationality _______________________________ resident/with registered office in________________________ province ____________ address ___________________ _____________ zip code_________, owner of no. ________ common shares (the "**Shares**") (with ISIN code: NL0015000LU4), having regular enjoyment and being freely transferable, of which the legitimate and full ownership and availability is guaranteed, as well as the absence of encumbrances and restrictions of any kind and nature, whether real or personal.

Capitalized terms not otherwise defined in this Acceptance Form shall have the same meaning ascribed to them in the offer document prepared for the purposes of the Offer (the "**Offer Document**").

**DECLARES** to have acknowledged all the conditions, terms, and procedures of the present Offer, including the Price to be paid for each Share tendered in the Offer, as set out in the Offer Document made available to the public at the registered office of the Offeror (Basisweg 10, 1043AP Amsterdam, The Netherlands), the place of effective management and registered office of the Issuer (Via Puglia 35, 10156 Turin, Italy), at the offices of the Intermediary Responsible for Coordinating the Collection of Acceptances and the Appointed Intermediaries as indicated in the Offer Document, and accessible on the Issuer's website (www.ivecogroup.com) and the Global Information Agent's website (www.georgeson.com/it).

**SUBSCRIBES** irrevocably and unconditionally to the present Offer for the Shares which:

- □ are already deposited with you in securities account No. _______________ held in the name of ______________________;
- □ will be deposited in the aforementioned account following stock exchange settlement;
- □ are being deposited with you concurrently with the signing of this Acceptance Form;
- □ will be transferred/deposited with you in due time, by express mandate accepted at the bottom of this form, by the Depositary Intermediary of the Shares tendered through this Acceptance Form.

**AUTHORISES** the placement of the above-mentioned Shares into a transitional account held with you, restricted for the purposes of this Offer.

**CONSENTS** as of now to the transfer to the Offeror of the Shares placed in the aforementioned transitional account, granting you an irrevocable mandate to carry out, or have carried out, in the name and on behalf of the undersigned, all formalities necessary for the transfer of the Shares to the Offeror. All of the above in exchange for payment of the Price on the Payment Date, or on the Payment Date upon Completion of the Reopening of the Terms, in the event of any Reopening of the Terms, all as defined in the Offer Document.

**DECLARES** to hereby accept the cancellation of the transaction should any irregularities be found in the data contained in this Acceptance Form following the checks and controls carried out after the delivery of the Shares covered by this Acceptance Form.

**ACKNOWLEDGES**

1. that its acceptance of the Offer is irrevocable, except as provided by applicable laws and regulations;
2. that the Offer will be completed only upon the occurrence of the Conditions to the Offer, or following the waiver thereof by the Offeror, as illustrated and described in Section A, Paragraph A.2 of the Offer Document. If one or more Conditions to the Offer are not met (or not waived), the Offer will not be completed and any common shares of the Issuer tendered in acceptance of the Offer will be returned to the tendering shareholders within one Trading Day from the date on which the failure of the Conditions to the Offer is announced;
3. that the Acceptance Period began at 8:30 a.m. (CE(S)T) on 7 September 2026 and will end at 5:30 p.m. (CE(S)T) on 26 October 2026, inclusive, subject to any Reopening of the Terms or extensions of the Offer that may occur pursuant to applicable laws and regulations, as provided in Section F, Paragraph F.1.1 of the Offer Document;
4. that for each common share of the Issuer tendered in acceptance of the Offer, the Offeror will pay the Adherents a Price of EUR 14.10 (fourteen/10) (*cum dividend*), as further described in Section E, Paragraph E.1 of the Offer Document;
5. that, as indicated in the Offer Document (Section F, Paragraphs F.5 and F.6), payment of the Price, subject to any extensions or amendments to the Offer disclosed in accordance with applicable laws and regulations, will be made on the fourth Trading Day following the end of the Acceptance Period (i.e., 30 October 2026) or on the fifth Trading Day following the end of any Reopening of the Terms (as defined and further specified in the Offer Document). Such payment is subject to the completion of the formalities necessary to transfer the Shares to the Offeror;
6. that the Price is net of stamp duties and indirect taxes on transfers, which will be borne by the Offeror. Any income tax, withholding tax, or substitute tax, if applicable to any capital gain realized, will be borne by the Adherents;
7. that acceptance may also be submitted through a Depositary Intermediary, which must forward the acceptance to an Appointed Intermediary;
8. that the risk of the Depositary Intermediary failing to deliver the Acceptance Form and, if applicable, failing to deposit the Shares with the Intermediary Responsible for Coordinating the Collection of Acceptances by the last valid day of the Acceptance Period, or, where applicable, by the last day of any Reopening of the Terms, and failing to transfer the Price to the entitled parties or delaying such transfer, shall be borne exclusively by the Adherents;
9. that for the period between the acceptance date and the Payment Date, or, in the case of any Reopening of the Terms, the Payment Date upon Completion of the Reopening of the Terms, the Adherents will retain ownership of the Shares and may exercise the related property and administrative rights.

**AUTHORISES** the Appointed Intermediary/Depositary Intermediary, with reference to the Shares tendered in the Offer, to settle or arrange for the settlement by means of:

- □ crediting bank account no. _____________________________, IBAN _____________________________, held with _________________________; in the name of _________________________ the amount of Euro ____________, representing the Price for the Shares tendered in the Offer at Euro 14.10 (fourteen/10) (*cum dividend*) each; or, alternatively
- □ non-transferable cashier's check made payable to ______________________, for an amount equal to Euro ______________________, representing the Price for the Shares tendered in the Offer at Euro 14.10 (fourteen/10) (*cum dividend*) each.

**DECLARES**

a) that it is aware that the Offer is being made, on equal terms, to all holders of common shares of the Issuer, is being promoted in Italy and extended to the United States of America in accordance with Section 14(e) and Rule 14E of the U.S. Securities Exchange Act of 1934 (subject to the applicable exemptions provided under Rule 14d-1(d) of the U.S. Securities Exchange Act), and has not been and will not be made or disseminated in Canada, Japan, and Australia, nor in any other country other than Italy and the United States of America where such Offer is not permitted without authorization from the competent authorities or other requirements to be fulfilled by the Offeror (such countries, including Canada, Japan, and Australia, collectively referred to as the "**Other Countrie**s"), nor by using any means of communication or exchange, whether national or international, of the Other Countries (including, by way of example, regular mail, fax, email, telephone, and internet), nor through any facility of any financial intermediary of the Other Countries, nor in any other manner (for further information, see Section F, Paragraph F.4 of the Offer Document);

b) that it has not received and/or sent copies or originals of this Acceptance Form, the Offer Document and/or any document relating to the Offer from or to the Other Countries where such Offer is not permitted without authorization from the competent authorities or other requirements to be fulfilled by the Offeror, and that it has not otherwise used, directly or indirectly, in connection with the Offer, the services of any regulated market in Canada, Japan, and Australia, as well as in the Other Countries, nor the postal services or any other means of communication or commerce, whether national or international, relating to Canada, Japan, and Australia, as well as the Other Countries (including, by way of example and without limitation, fax, telex, email, telephone, internet, or any other means or IT support);

c) that it is located outside the Other Countries, considered as countries where the Offer is not permitted without authorization from the competent authorities, at the time this Acceptance Form is delivered or signed.

*Pursuant to Article 13 of Regulation (EU) 2016/679 on the General Data Protection Regulation (the "**GDPR**"), the Adherents are hereby informed that the personal data provided in this request will be processed, including through the use of IT and electronic procedures, for purposes directly related and instrumental to the Offer (collection of acceptances, verification of their validity, and allocation). The personal data will be processed, as independent Data Controllers, each for the purposes related and instrumental to their role in the transaction, by the Appointed Intermediaries, the Intermediary Responsible for Coordinating the Collection of Acceptances, the Offeror, the Depositary Intermediaries, and the companies designated by them that perform functional or support activities necessary for the transaction. The aforementioned purposes constitute the legal basis legitimizing the related processing. The provision of personal data is necessary to execute this request and, therefore, failure to provide such data, even partially, will result in the inadmissibility of the request. Regarding the aforementioned processing, the data subject may exercise all rights expressly granted by the GDPR.*

___________________, on ___________

_________________________________
The Subscriber or its representative

_____________________________________
Stamp and signature of the Appointed Intermediary

*The Depositary Intermediary with whom this Acceptance Form has been deposited declares, upon presentation by the Subscriber and under its own responsibility:*

*a) to be the depositary of the above-mentioned Shares subject to this Acceptance Form;*

*b) to carry out the formalities necessary for the transfer of the Shares to the Appointed Intermediary for the benefit of the Intermediary Responsible for Coordinating the Collection of Acceptances exclusively through Euronext Securities Milan (Monte Titoli S.p.A.), no later than the end of the Acceptance Period, or, where applicable, no later than the end of any Reopening of the Terms.*

_______________________________________________________
Stamp and signature of the Depositary Intermediary

*ACCEPTANCE FORM NO. ____*

**ACCEPTANCE FORM**

**TO THE VOLUNTARY TOTALITARIAN TENDER OFFER**

pursuant to Articles 102 et seq, of Legislative Decree 24 February 1998 no. 58, as subsequently amended and supplemented (the "**Offer**"),

promoted by TML CV Holdings B.V. (the "**Offeror**") for all common shares of Iveco Group N.V. (the "**Issuer**")

Dear Appointed Intermediary ________________________________________

The undersigned (*name, surname or corporate name*) ______________________________________ tax code/VAT number _____________________, born in ____________________________________ on ________________ citizenship/nationality ______________________________ resident/with registered office in________________________ province ____________ address ___________________ _____________ zip code_________, owner of no. ________ common shares (the "**Shares**") (with ISIN code: NL0015000LU4), having regular enjoyment and being freely transferable, of which the legitimate and full ownership and availability is guaranteed, as well as the absence of encumbrances and restrictions of any kind and nature, whether real or personal.

Capitalized terms not otherwise defined in this Acceptance Form shall have the same meaning ascribed to them in the offer document prepared for the purposes of the Offer (the "**Offer Document**").

**DECLARES** to have acknowledged all the conditions, terms, and procedures of the present Offer, including the Price to be paid for each Share tendered in the Offer, as set out in the Offer Document made available to the public at the registered office of the Offeror (Basisweg 10, 1043AP Amsterdam, The Netherlands), the place of effective management and registered office of the Issuer (Via Puglia 35, 10156 Turin, Italy), at the offices of the Intermediary Responsible for Coordinating the Collection of Acceptances and the Appointed Intermediaries as indicated in the Offer Document, and accessible on the Issuer's website (www.ivecogroup.com) and the Global Information Agent's website (www.georgeson.com/it).

**SUBSCRIBES** irrevocably and unconditionally to the present Offer for the Shares which:

- □ are already deposited with you in securities account No. _______________ held in the name of ______________________;
- □ will be deposited in the aforementioned account following stock exchange settlement;
- □ are being deposited with you concurrently with the signing of this Acceptance Form;
- □ will be transferred/deposited with you in due time, by express mandate accepted at the bottom of this form, by the Depositary Intermediary of the Shares tendered through this Acceptance Form.

**AUTHORISES** the placement of the above-mentioned Shares into a transitional account held with you, restricted for the purposes of this Offer.

**CONSENTS** as of now to the transfer to the Offeror of the Shares placed in the aforementioned transitional account, granting you an irrevocable mandate to carry out, or have carried out, in the name and on behalf of the undersigned, all formalities necessary for the transfer of the Shares to the Offeror. All of the above in exchange for payment of the Price on the Payment Date, or on the Payment Date upon Completion of the Reopening of the Terms, in the event of any Reopening of the Terms, all as defined in the Offer Document.

**DECLARES** to hereby accept the cancellation of the transaction should any irregularities be found in the data contained in this Acceptance Form following the checks and controls carried out after the delivery of the Shares covered by this Acceptance Form.

**ACKNOWLEDGES**

1. that its acceptance of the Offer is irrevocable, except as provided by applicable laws and regulations;
2. that the Offer will be completed only upon the occurrence of the Conditions to the Offer, or following the waiver thereof by the Offeror, as illustrated and described in Section A, Paragraph A.2 of the Offer Document. If one or more Conditions to the Offer are not met (or not waived), the Offer will not be completed and any common shares of the Issuer tendered in acceptance of the Offer will be returned to the tendering shareholders within one Trading Day from the date on which the failure of the Conditions to the Offer is announced;
3. that the Acceptance Period began at 8:30 a.m. (CE(S)T) on 7 September 2026 and will end at 5:30 p.m. (CE(S)T) on 26 October 2026, inclusive, subject to any Reopening of the Terms or extensions of the Offer that may occur pursuant to applicable laws and regulations, as provided in Section F, Paragraph F.1.1 of the Offer Document;
4. that for each common share of the Issuer tendered in acceptance of the Offer, the Offeror will pay the Adherents a Price of EUR 14.10 (fourteen/10) (*cum dividend*), as further described in Section E, Paragraph E.1 of the Offer Document;
5. that, as indicated in the Offer Document (Section F, Paragraphs F.5 and F.6), payment of the Price, subject to any extensions or amendments to the Offer disclosed in accordance with applicable laws and regulations, will be made on the fourth Trading Day following the end of the Acceptance Period (i.e., 30 October 2026) or on the fifth Trading Day following the end of any Reopening of the Terms (as defined and further specified in the Offer Document). Such payment is subject to the completion of the formalities necessary to transfer the Shares to the Offeror;
6. that the Price is net of stamp duties and indirect taxes on transfers, which will be borne by the Offeror. Any income tax, withholding tax, or substitute tax, if applicable to any capital gain realized, will be borne by the Adherents;
7. that acceptance may also be submitted through a Depositary Intermediary, which must forward the acceptance to an Appointed Intermediary;
8. that the risk of the Depositary Intermediary failing to deliver the Acceptance Form and, if applicable, failing to deposit the Shares with the Intermediary Responsible for Coordinating the Collection of Acceptances by the last valid day of the Acceptance Period, or, where applicable, by the last day of any Reopening of the Terms, and failing to transfer the Price to the entitled parties or delaying such transfer, shall be borne exclusively by the Adherents;
9. that for the period between the acceptance date and the Payment Date, or, in the case of any Reopening of the Terms, the Payment Date upon Completion of the Reopening of the Terms, the Adherents will retain ownership of the Shares and may exercise the related property and administrative rights.

**AUTHORISES** the Appointed Intermediary/Depositary Intermediary, with reference to the Shares tendered in the Offer, to settle or arrange for the settlement by means of:

- □ crediting bank account no. ______________________________, IBAN _____________________________, held with _________________________; in the name of __________________________ the amount of Euro _____________, representing the Price for the Shares tendered in the Offer at Euro 14.10 (fourteen/10) (*cum dividend*) each; or, alternatively
- □ non-transferable cashier's check made payable to ______________________, for an amount equal to Euro ______________________, representing the Price for the Shares tendered in the Offer at Euro 14.10 (fourteen/10) (*cum dividend*) each.

**DECLARES**

a) that it is aware that the Offer is being made, on equal terms, to all holders of common shares of the Issuer, is being promoted in Italy and extended to the United States of America in accordance with Section 14(e) and Rule 14E of the U.S. Securities Exchange Act of 1934 (subject to the applicable exemptions provided under Rule 14d-1(d) of the U.S. Securities Exchange Act), and has not been and will not be made or disseminated in Canada, Japan, and Australia, nor in any other country other than Italy and the United States of America where such Offer is not permitted without authorization from the competent authorities or other requirements to be fulfilled by the Offeror (such countries, including Canada, Japan, and Australia, collectively referred to as the "**Other Countries**"), nor by using any means of communication or exchange, whether national or international, of the Other Countries (including, by way of example, regular mail, fax, email, telephone, and internet), nor through any facility of any financial intermediary of the Other Countries, nor in any other manner (for further information, see Section F, Paragraph F.4 of the Offer Document);

b) that it has not received and/or sent copies or originals of this Acceptance Form, the Offer Document and/or any document relating to the Offer from or to the Other Countries where such Offer is not permitted without authorization from the competent authorities or other requirements to be fulfilled by the Offeror, and that it has not otherwise used, directly or indirectly, in connection with the Offer, the services of any regulated market in Canada, Japan, and Australia, as well as in the Other Countries, nor the postal services or any other means of communication or commerce, whether national or international, relating to Canada, Japan, and Australia, as well as the Other Countries (including, by way of example and without limitation, fax, telex, email, telephone, internet, or any other means or IT support);

c) that it is located outside the Other Countries, considered as countries where the Offer is not permitted without authorization from the competent authorities, at the time this Acceptance Form is delivered or signed.

*Pursuant to Article 13 of Regulation (EU) 2016/679 on the General Data Protection Regulation (the "**GDPR**"), the Adherents are hereby informed that the personal data provided in this request will be processed, including through the use of IT and electronic procedures, for purposes directly related and instrumental to the Offer (collection of acceptances, verification of their validity, and allocation). The personal data will be processed, as independent Data Controllers, each for the purposes related and instrumental to their role in the transaction, by the Appointed Intermediaries, the Intermediary Responsible for Coordinating the Collection of Acceptances, the Offeror, the Depositary Intermediaries, and the companies designated by them that perform functional or support activities necessary for the transaction. The aforementioned purposes constitute the legal basis legitimizing the related processing. The provision of personal data is necessary to execute this request and, therefore, failure to provide such data, even partially, will result in the inadmissibility of the request. Regarding the aforementioned processing, the data subject may exercise all rights expressly granted by the GDPR.*

___________________, on ___________

________________________________
The Subscriber or its representative

____________________________________
Stamp and signature of the Appointed Intermediary

*The Depositary Intermediary with whom this Acceptance Form has been deposited declares, upon presentation by the Subscriber and under its own responsibility:*

*a) to be the depositary of the above-mentioned Shares subject to this Acceptance Form;*

*b) to carry out the formalities necessary for the transfer of the Shares to the Appointed Intermediary for the benefit of the Intermediary Responsible for Coordinating the Collection of Acceptances exclusively through Euronext Securities Milan (Monte Titoli S.p.A.), no later than the end of the Acceptance Period, or, where applicable, no later than the end of any Reopening of the Terms.*

_______________________________________________
Stamp and signature of the Depositary Intermediary

*ACCEPTANCE FORM NO. ____*

**ACCEPTANCE FORM**

**TO THE VOLUNTARY TOTALITARIAN TENDER OFFER**

pursuant to Articles 102 et seq, of Legislative Decree 24 February 1998 no. 58, as subsequently amended and supplemented (the "**Offer**"),

promoted by TML CV Holdings B.V. (the "**Offeror**") for all common shares of Iveco Group N.V. (the "**Issuer**")

Dear Appointed Intermediary ________________________________________

The undersigned (*name, surname or corporate name*) ______________________________________ tax code/VAT number ______________________, born in ____________________________________ on ________________ citizenship/nationality ______________________________ resident/with registered office in________________________ province ____________ address ___________________ ____________ zip code_________, owner of no. ________ common shares (the "**Shares**") (with ISIN code: NL0015000LU4), having regular enjoyment and being freely transferable, of which the legitimate and full ownership and availability is guaranteed, as well as the absence of encumbrances and restrictions of any kind and nature, whether real or personal.

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**DECLARES** to have acknowledged all the conditions, terms, and procedures of the present Offer, including the Price to be paid for each Share tendered in the Offer, as set out in the Offer Document made available to the public at the registered office of the Offeror (Basisweg 10, 1043AP Amsterdam, The Netherlands), the place of effective management and registered office of the Issuer (Via Puglia 35, 10156 Turin, Italy), at the offices of the Intermediary Responsible for Coordinating the Collection of Acceptances and the Appointed Intermediaries as indicated in the Offer Document, and accessible on the Issuer's website (www.ivecogroup.com) and the Global Information Agent's website (www.georgeson.com/it).

**SUBSCRIBES** irrevocably and unconditionally to the present Offer for the Shares which:

- □ are already deposited with you in securities account No. _______________ held in the name of ______________________;
- □ will be deposited in the aforementioned account following stock exchange settlement;
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- □ will be transferred/deposited with you in due time, by express mandate accepted at the bottom of this form, by the Depositary Intermediary of the Shares tendered through this Acceptance Form.

**AUTHORISES** the placement of the above-mentioned Shares into a transitional account held with you, restricted for the purposes of this Offer.

**CONSENTS** as of now to the transfer to the Offeror of the Shares placed in the aforementioned transitional account, granting you an irrevocable mandate to carry out, or have carried out, in the name and on behalf of the undersigned, all formalities necessary for the transfer of the Shares to the Offeror. All of the above in exchange for payment of the Price on the Payment Date, or on the Payment Date upon Completion of the Reopening of the Terms, in the event of any Reopening of the Terms, all as defined in the Offer Document.

**DECLARES** to hereby accept the cancellation of the transaction should any irregularities be found in the data contained in this Acceptance Form following the checks and controls carried out after the delivery of the Shares covered by this Acceptance Form.

**ACKNOWLEDGES**

1. that its acceptance of the Offer is irrevocable, except as provided by applicable laws and regulations;
2. that the Offer will be completed only upon the occurrence of the Conditions to the Offer, or following the waiver thereof by the Offeror, as illustrated and described in Section A, Paragraph A.2 of the Offer Document. If one or more Conditions to the Offer are not met (or not waived), the Offer will not be completed and any common shares of the Issuer tendered in acceptance of the Offer will be returned to the tendering shareholders within one Trading Day from the date on which the failure of the Conditions to the Offer is announced;
3. that the Acceptance Period began at 8:30 a.m. (CE(S)T) on 7 September 2026 and will end at 5:30 p.m. (CE(S)T) on 26 October 2026, inclusive, subject to any Reopening of the Terms or extensions of the Offer that may occur pursuant to applicable laws and regulations, as provided in Section F, Paragraph F.1.1 of the Offer Document;
4. that for each common share of the Issuer tendered in acceptance of the Offer, the Offeror will pay the Adherents a Price of EUR 14.10 (fourteen/10) (*cum dividend*), as further described in Section E, Paragraph E.1 of the Offer Document;
5. that, as indicated in the Offer Document (Section F, Paragraphs F.5 and F.6), payment of the Price, subject to any extensions or amendments to the Offer disclosed in accordance with applicable laws and regulations, will be made on the fourth Trading Day following the end of the Acceptance Period (i.e., 30 October 2026) or on the fifth Trading Day following the end of any Reopening of the Terms (as defined and further specified in the Offer Document). Such payment is subject to the completion of the formalities necessary to transfer the Shares to the Offeror;
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7. that acceptance may also be submitted through a Depositary Intermediary, which must forward the acceptance to an Appointed Intermediary;
8. that the risk of the Depositary Intermediary failing to deliver the Acceptance Form and, if applicable, failing to deposit the Shares with the Intermediary Responsible for Coordinating the Collection of Acceptances by the last valid day of the Acceptance Period, or, where applicable, by the last day of any Reopening of the Terms, and failing to transfer the Price to the entitled parties or delaying such transfer, shall be borne exclusively by the Adherents;
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**AUTHORISES** the Appointed Intermediary/Depositary Intermediary, with reference to the Shares tendered in the Offer, to settle or arrange for the settlement by means of:

- □ crediting bank account no. ______________________________, IBAN ______________________________, held with _________________________; in the name of __________________________ the amount of Euro _____________, representing the Price for the Shares tendered in the Offer at Euro 14.10 (fourteen/10) (*cum dividend*) each; or, alternatively
- □ non-transferable cashier's check made payable to ______________________, for an amount equal to Euro ______________________, representing the Price for the Shares tendered in the Offer at Euro 14.10 (fourteen/10) (*cum dividend*) each.

**DECLARES**

a) that it is aware that the Offer is being made, on equal terms, to all holders of common shares of the Issuer, is being promoted in Italy and extended to the United States of America in accordance with Section 14(e) and Rule 14E of the U.S. Securities Exchange Act of 1934 (subject to the applicable exemptions provided under Rule 14d-1(d) of the U.S. Securities Exchange Act), and has not been and will not be made or disseminated in Canada, Japan, and Australia, nor in any other country other than Italy and the United States of America where such Offer is not permitted without authorization from the competent authorities or other requirements to be fulfilled by the Offeror (such countries, including Canada, Japan, and Australia, collectively referred to as the "**Other Countries**"), nor by using any means of communication or exchange, whether national or international, of the Other Countries (including, by way of example, regular mail, fax, email, telephone, and internet), nor through any facility of any financial intermediary of the Other Countries, nor in any other manner (for further information, see Section F, Paragraph F.4 of the Offer Document);

b) that it has not received and/or sent copies or originals of this Acceptance Form, the Offer Document and/or any document relating to the Offer from or to the Other Countries where such Offer is not permitted without authorization from the competent authorities or other requirements to be fulfilled by the Offeror, and that it has not otherwise used, directly or indirectly, in connection with the Offer, the services of any regulated market in Canada, Japan, and Australia, as well as in the Other Countries, nor the postal services or any other means of communication or commerce, whether national or international, relating to Canada, Japan, and Australia, as well as the Other Countries (including, by way of example and without limitation, fax, telex, email, telephone, internet, or any other means or IT support);

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___________________, on ___________ ________________________________ ____________________________________

The Subscriber or its representative

Stamp and signature of the Appointed Intermediary

*The Depositary Intermediary with whom this Acceptance Form has been deposited declares, upon presentation by the Subscriber and under its own responsibility:*

*a) to be the depositary of the above-mentioned Shares subject to this Acceptance Form;*

*b) to carry out the formalities necessary for the transfer of the Shares to the Appointed Intermediary for the benefit of the Intermediary Responsible for Coordinating the Collection of Acceptances exclusively through Euronext Securities Milan (Monte Titoli S.p.A.), no later than the end of the Acceptance Period, or, where applicable, no later than the end of any Reopening of the Terms.*

_______________________________________________________

Stamp and signature of the Depositary Intermediary

*ACCEPTANCE FORM NO. ____*

**ACCEPTANCE FORM**

**TO THE VOLUNTARY TOTALITARIAN TENDER OFFER**

pursuant to Articles 102 et seq, of Legislative Decree 24 February 1998 no. 58, as subsequently amended and supplemented **(**the "**Offer**"),

promoted by TML CV Holdings B.V. (the "**Offeror**") for all common shares of Iveco Group N.V. (the "**Issuer**")

Dear Appointed Intermediary ________________________________________

The undersigned (*name, surname or corporate name*) ______________________________________ tax code/VAT number _____________________, born in ____________________________________ on ________________ citizenship/nationality ______________________________ resident/with registered office in________________________ province ____________ address __________________ _____________ zip code_________, owner of no. ________ common shares (the "**Shares**") (with ISIN code: NL0015000LU4), having regular enjoyment and being freely transferable, of which the legitimate and full ownership and availability is guaranteed, as well as the absence of encumbrances and restrictions of any kind and nature, whether real or personal.

Capitalized terms not otherwise defined in this Acceptance Form shall have the same meaning ascribed to them in the offer document prepared for the purposes of the Offer (the "**Offer Document**").

**DECLARES** to have acknowledged all the conditions, terms, and procedures of the present Offer, including the Price to be paid for each Share tendered in the Offer, as set out in the Offer Document made available to the public at the registered office of the Offeror (Basisweg 10, 1043AP Amsterdam, The Netherlands), the place of effective management and registered office of the Issuer (Via Puglia 35, 10156 Turin, Italy), at the offices of the Intermediary Responsible for Coordinating the Collection of Acceptances and the Appointed Intermediaries as indicated in the Offer Document, and accessible on the Issuer's website (www.ivecogroup.com) and the Global Information Agent's website (www.georgeson.com/it).

**SUBSCRIBES** irrevocably and unconditionally to the present Offer for the Shares which:

- □ are already deposited with you in securities account No. _______________ held in the name of ______________________;
- □ will be deposited in the aforementioned account following stock exchange settlement;
- □ are being deposited with you concurrently with the signing of this Acceptance Form;
- □ will be transferred/deposited with you in due time, by express mandate accepted at the bottom of this form, by the Depositary Intermediary of the Shares tendered through this Acceptance Form.

**AUTHORISES** the placement of the above-mentioned Shares into a transitional account held with you, restricted for the purposes of this Offer.

**CONSENTS** as of now to the transfer to the Offeror of the Shares placed in the aforementioned transitional account, granting you an irrevocable mandate to carry out, or have carried out, in the name and on behalf of the undersigned, all formalities necessary for the transfer of the Shares to the Offeror. All of the above in exchange for payment of the Price on the Payment Date, or on the Payment Date upon Completion of the Reopening of the Terms, in the event of any Reopening of the Terms, all as defined in the Offer Document.

**DECLARES** to hereby accept the cancellation of the transaction should any irregularities be found in the data contained in this Acceptance Form following the checks and controls carried out after the delivery of the Shares covered by this Acceptance Form.

**ACKNOWLEDGES**

1. that its acceptance of the Offer is irrevocable, except as provided by applicable laws and regulations;
2. that the Offer will be completed only upon the occurrence of the Conditions to the Offer, or following the waiver thereof by the Offeror, as illustrated and described in Section A, Paragraph A.2 of the Offer Document. If one or more Conditions to the Offer are not met (or not waived), the Offer will not be completed and any common shares of the Issuer tendered in acceptance of the Offer will be returned to the tendering shareholders within one Trading Day from the date on which the failure of the Conditions to the Offer is announced;
3. that the Acceptance Period began at 8:30 a.m. (CE(S)T) on 7 September 2026 and will end at 5:30 p.m. (CE(S)T) on 26 October 2026, inclusive, subject to any Reopening of the Terms or extensions of the Offer that may occur pursuant to applicable laws and regulations, as provided in Section F, Paragraph F.1.1 of the Offer Document;
4. that for each common share of the Issuer tendered in acceptance of the Offer, the Offeror will pay the Adherents a Price of EUR 14.10 (fourteen/10) (*cum dividend*), as further described in Section E, Paragraph E.1 of the Offer Document;
5. that, as indicated in the Offer Document (Section F, Paragraphs F.5 and F.6), payment of the Price, subject to any extensions or amendments to the Offer disclosed in accordance with applicable laws and regulations, will be made on the fourth Trading Day following the end of the Acceptance Period (i.e., 30 October 2026) or on the fifth Trading Day following the end of any Reopening of the Terms (as defined and further specified in the Offer Document). Such payment is subject to the completion of the formalities necessary to transfer the Shares to the Offeror;
6. that the Price is net of stamp duties and indirect taxes on transfers, which will be borne by the Offeror. Any income tax, withholding tax, or substitute tax, if applicable to any capital gain realized, will be borne by the Adherents;
7. that acceptance may also be submitted through a Depositary Intermediary, which must forward the acceptance to an Appointed Intermediary;
8. that the risk of the Depositary Intermediary failing to deliver the Acceptance Form and, if applicable, failing to deposit the Shares with the Intermediary Responsible for Coordinating the Collection of Acceptances by the last valid day of the Acceptance Period, or, where applicable, by the last day of any Reopening of the Terms, and failing to transfer the Price to the entitled parties or delaying such transfer, shall be borne exclusively by the Adherents;
9. that for the period between the acceptance date and the Payment Date, or, in the case of any Reopening of the Terms, the Payment Date upon Completion of the Reopening of the Terms, the Adherents will retain ownership of the Shares and may exercise the related property and administrative rights.

**AUTHORISES** the Appointed Intermediary/Depositary Intermediary, with reference to the Shares tendered in the Offer, to settle or arrange for the settlement by means of:

- □ crediting bank account no. _____________________________, IBAN _____________________________, held with _________________________; in the name of __________________________ the amount of Euro ____________, representing the Price for the Shares tendered in the Offer at Euro 14.10 (fourteen/10) (*cum dividend*) each; or, alternatively
- □ non-transferable cashier's check made payable to ______________________, for an amount equal to Euro ______________________, representing the Price for the Shares tendered in the Offer at Euro 14.10 (fourteen/10) (*cum dividend*) each.

**DECLARES**

a) that it is aware that the Offer is being made, on equal terms, to all holders of common shares of the Issuer, is being promoted in Italy and extended to the United States of America in accordance with Section 14(e) and Rule 14E of the U.S. Securities Exchange Act of 1934 (subject to the applicable exemptions provided under Rule 14d-1(d) of the U.S. Securities Exchange Act), and has not been and will not be made or disseminated in Canada, Japan, and Australia, nor in any other country other than Italy and the United States of America where such Offer is not permitted without authorization from the competent authorities or other requirements to be fulfilled by the Offeror (such countries, including Canada, Japan, and Australia, collectively referred to as the "**Other Countries**"), nor by using any means of communication or exchange, whether national or international, of the Other Countries (including, by way of example, regular mail, fax, email, telephone, and internet), nor through any facility of any financial intermediary of the Other Countries, nor in any other manner (for further information, see Section F, Paragraph F.4 of the Offer Document);

b) that it has not received and/or sent copies or originals of this Acceptance Form, the Offer Document and/or any document relating to the Offer from or to the Other Countries where such Offer is not permitted without authorization from the competent authorities or other requirements to be fulfilled by the Offeror, and that it has not otherwise used, directly or indirectly, in connection with the Offer, the services of any regulated market in Canada, Japan, and Australia, as well as in the Other Countries, nor the postal services or any other means of communication or commerce, whether national or international, relating to Canada, Japan, and Australia, as well as the Other Countries (including, by way of example and without limitation, fax, telex, email, telephone, internet, or any other means or IT support);

c) that it is located outside the Other Countries, considered as countries where the Offer is not permitted without authorization from the competent authorities, at the time this Acceptance Form is delivered or signed.

*Pursuant to Article 13 of Regulation (EU) 2016/679 on the General Data Protection Regulation (the "**GDPR**"), the Adherents are hereby informed that the personal data provided in this request will be processed, including through the use of IT and electronic procedures, for purposes directly related and instrumental to the Offer (collection of acceptances, verification of their validity, and allocation). The personal data will be processed, as independent Data Controllers, each for the purposes related and instrumental to their role in the transaction, by the Appointed Intermediaries, the Intermediary Responsible for Coordinating the Collection of Acceptances, the Offeror, the Depositary Intermediaries, and the companies designated by them that perform functional or support activities necessary for the transaction. The aforementioned purposes constitute the legal basis legitimizing the related processing. The provision of personal data is necessary to execute this request and, therefore, failure to provide such data, even partially, will result in the inadmissibility of the request. Regarding the aforementioned processing, the data subject may exercise all rights expressly granted by the GDPR.*

___________________, on ___________ ________________________________ ____________________________________

The Subscriber or its representative

Stamp and signature of the Appointed Intermediary

*The Depositary Intermediary with whom this Acceptance Form has been deposited declares, upon presentation by the Subscriber and under its own responsibility:*

*a) to be the depositary of the above-mentioned Shares subject to this Acceptance Form;*

*b) to carry out the formalities necessary for the transfer of the Shares to the Appointed Intermediary for the benefit of the Intermediary Responsible for Coordinating the Collection of Acceptances exclusively through Euronext Securities Milan (Monte Titoli S.p.A.), no later than the end of the Acceptance Period, or, where applicable, no later than the end of any Reopening of the Terms.*

_______________________________________________________

Stamp and signature of the Depositary Intermediary