

IMPORTANT NOTICE

ENGLISH TRANSLATION FOR CONVENIENCE ONLY

ACCEPTANCE FORM

ACCEPTANCE FORM N. _____

TO THE VOLUNTARY PUBLIC TENDER OFFER

Pursuant to the Articles 102 and 106, Paragraph 4, of Legislative Decree dated 24 February 1998 no. 58, as amended (the “Offer”)

Promoted by Assicurazioni Generali S.p.A. (the “Offeror”)

on no. 174.293.926 ordinary shares of Società Cattolica di Assicurazione S.p.A. (the “Issuer”)

To Authorised Intermediary, _____
The undersigned (name, *surname* or *company name*) _____
born in _____ on _____ tax
code / VAT _____ citizenship / nationality _____
resident/with registered office in _____ address _____ ZIP code _____ holder of N.
_____ ordinary shares (the “Shares”) of the Issuer, without nominal value, which are freely transferrable and
free and clear of liens and encumbrances of any kind, real or personal, of which he guarantees he is the legitimate and rightful
holder and the absence of burdens, liens and encumbrances of any kind, real or personal.

DECLARES to be acquainted with all terms, conditions and procedures of this Offer, as per the offer document prepared for the purposes thereof and made available to the public (the “Offer Document”) at the Offeror’s registered office (Trieste, Piazza Duca degli Abruzzi N.2), Issuer’s registered office (Verona, Lungadige Cangrande N. 16), at the headquarters of the Intermediary Appointed to Coordinate the Collection of Acceptances (Milan, Via Turati N. 9), of the Appointed Intermediaries as well on the dedicated website of the Offeror (www.generali.com/it/cattolica-pto), of the Issuer (www.cattolica.it) and of the Global Information Agent of the Offer (www.morrowsodali-transactions.com).

ACCEPTS irrevocably to this Offer for no. _____ Shares:
 which are already deposited with You in the securities account no. _____ in the name of: _____;
 which will be included in such account following the stock exchange settlement;
 which are being deposited with You contemporaneously with the signing of this Acceptance Form;
 which will be transferred to/deposited with You in a timely manner, under the engagement expressly accepted at the bottom of this form, by the Depository Intermediary of the Shares.

AUTHORISES the admission of the aforementioned Shares to an escrow account held with You for the purposes of this Offer, if applicable.

AGREES henceforth to transfer to the Offeror of the Shares admitted to the above escrow account, granting You the right to irrevocably authorize to perform or to have performed, in the name and on behalf of the undersigned, all the necessary formalities for the transfer of the Shares to the Offeror. All the above will be against the payment of the Consideration on the Payment Day as defined in Offer Document and as better described therein.

DECLARES to accept henceforth the voidance of this transaction if irregularities are noted in the data contained in this Acceptance Form following reviews and checks subsequent to the delivery of the Shares.

ACKNOWLEDGES

- 1) that in the Offer Document it is envisaged that the payment of the Consideration, as defined below, will be made in cash on **5 November 2021** (fifth Stock Market Trading Day following the closing date of the Tender Period as indicated in the Offer Document), without prejudice to any extensions or changes to the Offer that may take place in accordance with current law and regulatory provisions. This payment is subject to the execution of the formalities required to transfer the Shares to the Offeror;
- 2) that the acceptance to the Offer is irrevocable, without the prejudice of the possibility to adhere to competing offers, in accordance with laws and regulations currently in force;
- 3) that for each Share tendered to the Offer, the Offeror will recognize to the Acceptors a consideration equal to Eur 6.75 (cum dividend, *i.e.* including coupons relating to any eventual dividends distributed by the Issuer) for each Share tendered to the Offer (the “Consideration”), as more precisely specified in Section E - Paragraph E.1 of the Offer Document.
- 4) that the Consideration is net of stamp duties, expenses, fees, commissions that will be borne by the Offeror, while the substitute tax on any capital gains, where due, will remain entirely at the expense of the tendering shareholders to the Offer and no interest will be paid on the Consideration for each tendered Share to the Offer between the date of acceptance of the Offer and the Payment Date;
- 5) that the Offer is conditioned on fulfilment of the Conditions Precedent, as illustrated and described in Paragraph A.1. of the Offer Document;
- 6) that, in the event that any (even one) of the Conditions Precedent are not satisfied and the Offeror does not exercise its right to waive them and, consequently, the Offer is not completed, the Shares tendered in the Offer will be returned to their respective owners, without any charges or expenses

being imposed upon those owners, by the end of the Stock Market Trading Day following the date on which the announcement declaring the Offer ineffective is made;

- 7) that the risk that the Depository Intermediaries do not deliver this Acceptance Form and do not deposit the Shares with the Appointed Intermediaries by the last valid day of the Tender Period and the Appointed Intermediaries or the Depository Intermediaries do not provide for transferring the Consideration to the entitled parties or delaying their transfer remains at the sole responsibility of the Acceptor.

AUTHORIZES

this Depository Intermediary, with reference to all the Shares tendered to this Offer, to settle the Consideration by means of crediting the current account no. _____ IBAN _____ at _____ in the name of: _____ the amount in Eur _____ (no. _____ Shares tendered to this Offer x Eur 6.75).

DECLARES

- a) to be aware that the Offer is targeting all shareholders with equal conditions, but is promoted only on the Italian market, since the Shares are traded exclusively on the Stock Market organised and managed by Borsa Italiana S.p.A., and it is not and will not be promoted nor distributed in United States of America, Canada, Japan and Australia and any third Country where this Offer is not allowed without authorisation by the relevant authorities or other fulfilments by the Offeror (jointly, the “**Other Countries**”) (for further information please refer to Section F, Paragraph F.4 of the Offer Document);
- b) to have not received and/or sent copies or original versions of this Acceptance Form, of the Offer Document and/or of any document related to the Offer from or to Other Countries in which the Offer is not allowed without authorisation by the relevant authorities and to have not used, directly or indirectly, in relation to the Offer, postal services and/or any other national or international commercial means (including, by way of example and without limitation, postal services, fax, telex, e-mail, telephone and Internet, and/or any other information means or instrument), or the services of any of the Other Countries’ Regulated market; and
- c) to be outside of the Other Countries where the Offer is not allowed without authorisation by the relevant authorities when this Acceptance Form is delivered or executed.

Pursuant to article 13 of the EU Regulation 679/2016 (“GDPR”) it is communicated that the personal data provided when subscribing this Acceptance Form will be processed, also by using information and electronic procedures, for the sole purposes directly connected with and instrumental to the Offer, which constitute the legal basis for the treatment. The provision of data is necessary and any refusal to provide them entails the inability to accept the Offer. Regarding the aforementioned treatment, the Acceptor could exercise the rights under articles 15 to 22 of the GDPR (including, by way of example and without limitation, the right to access, delete, amend data, restrict its processing and address complaints to the Data Protection Authority). The personal data shall be treated, separately and autonomously, for the scope related and instrumental to their role in the Offer by the Intermediary Appointed to Coordinate the Collection of Acceptances, the Offeror, the Appointed Intermediaries, the Depository Intermediaries and any company identified by them to carry on – as owner or responsible – functional and supporting activities which are necessary to the transaction, to whom personal data may be communicated and whose precise identity may be known referring directly to the Intermediary Appointed to Coordinate the Collection of Acceptances, the Offeror, the Appointed Intermediaries and the Depository Intermediaries (who might be also required to know the identity of their respective persons responsible for the treatment). The data shall be preserved only for the time necessary to pursue these objectives, then shall be kept for the period of ordinary limitation under Civil Code and other specific laws, for administrative purposes and/or to enforce a right or legitimate interest of the owners or third parties.

_____, on _____

_____	_____	_____
The Acceptor or its legal representative	Stamp and signature of the Appointed Intermediary	Stamp and signature of the Depository Intermediary

The DEPOSITARY INTERMEDIARY with whom the present Acceptance Form has been deposited declares on delivery by the Acceptor and under his own responsibility:

- a) to be the depositary of the abovementioned Shares;
- b) to fulfill the formalities necessary to transfer the Shares to the Intermediary Appointed to Coordinate the Collection of Acceptances exclusively through Monte Titoli S.p.A. no later than the expiry of the Tender Period.

Stamp and signature of the Depository Intermediary