*Acceptance form no.*_______

ACCEPTANCE FORM

TO THE VOLUNTARY TOTALITARIAN TENDER OFFER

pursuant to Articles 102 and 106, paragraph 4 of Legislative Decree no. 58 of 24 February 1998, as amended and supplemented, (the "**Offer**") launched by Respighi BidCo S.p.A. (the "**Offeror**") on a maximum number of 198,525,562 ordinary shares of Recordati S.p.A. (the "**Issuer**")

To the Appointed Intermediary____
The undersigned (*name, surname or company name*) ____
____ born in_____________________ on______________________ tax code / VAT number ____________________________________ citizenship/nationality_______________________ resident/with registered office in____
Via/Corso/Piazza_________________________________ no. ___________ Postal code_____________________
holder of no. ____________________ordinary shares of the Issuer (the "**Shares**"), with par value equal to Euro 0.125 each, carrying regular dividend right and freely transferable, over which the undersigned represents and warrants full and legitimate ownership and availability, as well as the absence of any liens, encumbrances, restrictions or claims of any nature whatsoever, whether *in rem* or personal.

Capitalised terms not otherwise defined in this acceptance form (the "**Acceptance Form**") shall have the meaning ascribed to them in the offer document prepared in connection with the Offer (the "**Offer Document**"),

DECLARES to have read and acknowledged all terms, conditions and procedures of the Offer, including the Consideration for each Share tendered to the Offer, as set out in the Offer Document made available to the public at the offices of the Intermediary in Charge of Coordinating the Collection of Acceptances (Via Filippo Turati 9, Milan) and the Designated Intermediaries, as well as the registered office of the Offeror, in Milan, Via del Vecchio Politecnico 9, as set out in the Offer Document and available on the Issuer's website (www.recordati.com), and on the website of the Global Information Agent (https://transactions.sodali.com/).

ACCEPTS irrevocably and unconditionally the Offer in respect to no. ____________________________ Shares that:

- □ are already deposited with you in securities account no. __________________ held in the name of: ____;
- □ will be credited into the aforementioned account following market settlement;
- □ are deposited with you concurrently with the execution of this Acceptance Form;
- □ will be transferred/deposited with you, in due time, pursuant to the instruction expressly accepted at the foot of this Acceptance Form, by the Depository Intermediaries holding the Shares tendered through this Acceptance Form.

AUTHORIZES the crediting of the above Shares into a temporary deposit with you, pledged for the purposes of the Offer.

CONSENTS in advance to the transfer of the Shares credited into the aforesaid temporary deposit to the Offeror, 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, against payment of the Consideration on the Payment Date as defined in the Offer Document and as further specified therein.

DECLARES to accept in advance the reversal of the transaction should any irregularities be identified in the data contained in this Acceptance Form following the checks and controls carried out after the delivery of the Shares subject to this Acceptance Form.

ACKNOWLEDGES

1) that acceptance of the Offer is irrevocable, without prejudice to the right of the tendering party to revoke such acceptance in order to tender the Shares in competing offers pursuant to applicable laws and regulations;
2) that the Acceptance Period commenced at 8:30 a.m. (CET) on 31 August 2026 and will end at 5:30 p.m. (CET) on 15 October 2026, both dates included, subject to any extension of the Acceptance Period, and that the Reopening of the Terms may occur on the Trading Days 26 October, 27 October, 28 October, 29 October and 30 October 2026, subject to any extension of the Acceptance Period, as described in Section F, Paragraph F.1 of the Offer Document;
3) that for each Share tendered to the Offer, the Offeror will pay the tendering shareholders a Consideration equal to Euro 51.29 (fifty-one/29);
4) that the Offer Document provides that the payment of the Consideration will take place on 23 October 2026 (namely the 6th (sixth) Trading Day following the closing date of the Acceptance Period), subject to any extension of the Acceptance Period, any Reopening of the Terms and any amendments to the Offer made in accordance with applicable laws and regulations. Such payment is conditional upon the completion of all formalities necessary to transfer the Shares to the Offeror;
5) that the Consideration is net of any stamp duties and registration taxes, if due, and any fees, commissions or expenses payable by the Offeror. Conversely, any income tax (including, for completeness, IRAP) or substitute tax, if due, on any capital gain that may be realized shall remain solely for the account of the tendering parties. No interest will accrue on the Consideration between the date of acceptance and the Payment Date or the Payment Date following the Reopening of the Terms, as applicable;
6) that the Offer will be completed only upon fulfilment of the Conditions to the Offer or upon the waiver thereof by the Offeror, as set out and described in Section A, Paragraph A.1, of the Offer Document. If the Offer is not completed, the Shares tendered to the Offer will be returned to their respective holders, without any costs or expenses being charged to them, by the Trading Day following the date on which the Offeror announces that the Offer has not been completed;
7) that acceptance of the Offer through this Acceptance Form may also be submitted through a Depository Intermediary acting on behalf of the tendering party, provided that the Depository Intermediary co-signs the Acceptance Form and transmits it to one of the Designated Intermediaries;
8) that the risk of the Depository Intermediary failing to deliver this Acceptance Form and, where applicable, to deposit the Shares with the Intermediaries in Charge of Coordinating the Collection of Acceptances by the last valid day of the Acceptance Period or, where applicable, by no later than the last day of the Reopening of the Terms, rests exclusively with the tendering party, and that the Depository Intermediary bears sole responsibility for transferring the Consideration to the entitled shareholder or for any delay in such transfer; and
9) that, for the period between the date of acceptance and the Payment Date or, in case of the Reopening of the Terms, the Payment Date Following the Reopening of the Terms, shareholders tendering their Shares will retain ownership of the Shares and may exercise all related economic and voting rights.

AUTHORISES that the Intermediary in Charge/Depository Intermediary settle or cause to be settled, with respect to the Shares tendered to the Offer, the amount of Euro _______________________ corresponding to the Consideration to be paid in respect of such Shares, by:

□ bank transfer to bank account no. ______________________________ in the name of ___________________________ with ______________________ IBAN____

□ non-transferable cashier's cheque payable to ____ to be sent to ____

DECLARES

a) to acknowledge that the Offer for the Shares is addressed, on a non-discriminatory basis and on equal terms, to all holders of the Shares, is being made in Italy and extended to all holders of Shares located in the United States of America in compliance with applicable U.S. federal securities laws, including Section 14(e) of, and Regulation 14E under, the Exchange Act and the "Tier II" exemption in respect of securities of foreign private issuers provided by Rule 14d-1(d) under the Exchange Act. The Offer is not being and will not be made or distributed in Australia, Canada or Japan, or in any other country in which such Offer would not be permitted in the absence of an authorisation by the competent authorities or would otherwise constitute a breach of applicable laws or regulations (such jurisdictions, including Australia, Canada and Japan, collectively, the "**Excluded Countries**"), nor by using, directly or indirectly, the postal services or any other means or instrumentality of national or international commerce of any Excluded Country (including, by way of example, fax, email, telephone and the internet), nor through any facility of any financial intermediary of any Excluded Country, nor in any other manner (for further information, see Section F, Paragraph F.4, of the Offer Document);

b) that they have 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 into any of the Excluded Countries, and that they have not otherwise used, directly or indirectly in connection with the Offer, the postal services and/or any other means or instrument (including, by way of example, fax, e-mail, telephone, the internet and/or any other electronic or IT means) of national or international commerce, nor the facilities of any regulated market of the Excluded Countries; and

c) that they are located outside the Excluded Countries at the time this Acceptance Form is delivered or signed.

Pursuant to Article 13 of Regulation (EU) 2016/679, please note that the personal data provided upon execution of this Acceptance Form will be processed, including through IT and electronic means, for purposes directly connected and/or instrumental to the Offer (such as, by way of example, the collection of acceptances, the verification of their regularity and the allocation thereof). The legal basis for the processing is the performance of the Offer and compliance with the regulatory obligations applicable as a consequence of the acceptance of the Offer. The data will be retained for the time strictly necessary to achieve the purposes indicated above and to comply with applicable legal obligations. With regard to such processing, the data subject may exercise all rights provided under applicable legislation, including the right to: (i) obtain confirmation from the controller as to whether their personal data are being processed; (ii) obtain information on the origin of the data as well as on the logic and purposes of the processing; (iii) obtain the identification details of the controller and of any processors; (iv) obtain information on the entities or categories of entities to whom the personal data may be communicated or who may become aware of them in their capacity as designated representative in the State, processors or persons in charge of the processing; (v) obtain the erasure, anonymization or blocking of data processed unlawfully, as well as the updating, rectification or, where relevant, integration of the data; and (vi) object, in whole or in part, to the processing on legitimate grounds. For such purposes, the data subject may lodge a complaint with the supervisory authority, where provided under applicable law, and may object to the processing on the basis of reasons relating to their particular situation. The personal data will be processed, as separate and independent data controllers, each for the purposes connected and instrumental to their respective role in the transaction, by the Intermediary in Charge of Coordinating the Collection of Acceptances, the Offeror, the Intermediary in Charge and the Depository Intermediaries. The controllers may communicate the personal data to companies or collaborators carrying out functions or support activities necessary for the transaction. Such entities will act as data processors, whose identification details—as well as those of the controllers involved in the processing—may be obtained directly from the Intermediary in Charge of Coordinating the Collection of Acceptances, the Offeror, the Intermediary in Charge and the Depository Intermediaries (from whom one may also request the identification details of any respective data processors).

Date ________________________, ____________________

________________________________ Tendering Party or its representative		________________________________ Stamp and signature of the Intermediary in Charge

DEPOSITORY INTERMEDIARY with whom this Acceptance Form has been lodged, hereby declares, upon submission by the Tendering Party and under its own responsibility:

a) that it is the depositary of the Shares indicated above and tendered through this Acceptance Form;

b) that it will carry out all formalities required for the transfer of the Shares to the Designated Intermediary exclusively through Euronext Securities Milan, within and no later than the last day of the Offer Period (subject to any extension thereof), or, as the case may be, within and no later than the last day of any Reopening of the Terms.

____
Stamp and signature of the Intermediary in Charge

*Acceptance form no.*_______

ACCEPTANCE FORM

TO THE VOLUNTARY TOTALITARIAN TENDER OFFER

pursuant to Articles 102 and 106, paragraph 4 of Legislative Decree no. 58 of 24 February 1998, as amended and supplemented, (the "**Offer**") launched by Respighi BidCo S.p.A. (the "**Offeror**") on a maximum number of 198,525,562 ordinary shares of Recordati S.p.A. (the "**Issuer**")

To the Appointed Intermediary____
The undersigned (*name, surname or company name*) ____
____ born in_____________________ on_______________________ tax code / VAT number _____________________________________ citizenship/nationality_________________________ resident/with registered office in____
Via/Corso/Piazza__________________________________ no. ___________ Postal code______________________
holder of no. _____________________ordinary shares of the Issuer (the "**Shares**"), with par value equal to Euro 0.125 each, carrying regular dividend right and freely transferable, over which the undersigned represents and warrants full and legitimate ownership and availability, as well as the absence of any liens, encumbrances, restrictions or claims of any nature whatsoever, whether *in rem* or personal.

Capitalised terms not otherwise defined in this acceptance form (the "**Acceptance Form**") shall have the meaning ascribed to them in the offer document prepared in connection with the Offer (the "**Offer Document**"),

DECLARES to have read and acknowledged all terms, conditions and procedures of the Offer, including the Consideration for each Share tendered to the Offer, as set out in the Offer Document made available to the public at the offices of the Intermediary in Charge of Coordinating the Collection of Acceptances (Via Filippo Turati 9, Milan) and the Designated Intermediaries, as well as the registered office of the Offeror, in Milan, Via del Vecchio Politecnico 9, as set out in the Offer Document and available on the Issuer's website (www.recordati.com), and on the website of the Global Information Agent (https://transactions.sodali.com/).

ACCEPTS irrevocably and unconditionally the Offer in respect to no. ______________________________ Shares that:

- □ are already deposited with you in securities account no. ___________________ held in the name of: ____;
- □ will be credited into the aforementioned account following market settlement;
- □ are deposited with you concurrently with the execution of this Acceptance Form;
- □ will be transferred/deposited with you, in due time, pursuant to the instruction expressly accepted at the foot of this Acceptance Form, by the Depository Intermediaries holding the Shares tendered through this Acceptance Form.

AUTHORIZES the crediting of the above Shares into a temporary deposit with you, pledged for the purposes of the Offer.

CONSENTS in advance to the transfer of the Shares credited into the aforesaid temporary deposit to the Offeror, 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, against payment of the Consideration on the Payment Date as defined in the Offer Document and as further specified therein.

DECLARES to accept in advance the reversal of the transaction should any irregularities be identified in the data contained in this Acceptance Form following the checks and controls carried out after the delivery of the Shares subject to this Acceptance Form.

ACKNOWLEDGES

1) that acceptance of the Offer is irrevocable, without prejudice to the right of the tendering party to revoke such acceptance in order to tender the Shares in competing offers pursuant to applicable laws and regulations;
2) that the Acceptance Period commenced at 8:30 a.m. (CET) on 31 August 2026 and will end at 5:30 p.m. (CET) on 15 October 2026, both dates included, subject to any extension of the Acceptance Period, and that the Reopening of the Terms may occur on the Trading Days 26 October, 27 October, 28 October, 29 October and 30 October 2026, subject to any extension of the Acceptance Period, as described in Section F, Paragraph F.1 of the Offer Document;
3) that for each Share tendered to the Offer, the Offeror will pay the tendering shareholders a Consideration equal to Euro 51.29 (fifty-one/29);
4) that the Offer Document provides that the payment of the Consideration will take place on 23 October 2026 (namely the 6^{th} (sixth) Trading Day following the closing date of the Acceptance Period), subject to any extension of the Acceptance Period, any Reopening of the Terms and any amendments to the Offer made in accordance with applicable laws and regulations. Such payment is conditional upon the completion of all formalities necessary to transfer the Shares to the Offeror;
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6) that the Offer will be completed only upon fulfilment of the Conditions to the Offer or upon the waiver thereof by the Offeror, as set out and described in Section A, Paragraph A.1, of the Offer Document. If the Offer is not completed, the Shares tendered to the Offer will be returned to their respective holders, without any costs or expenses being charged to them, by the Trading Day following the date on which the Offeror announces that the Offer has not been completed;
7) that acceptance of the Offer through this Acceptance Form may also be submitted through a Depository Intermediary acting on behalf of the tendering party, provided that the Depository Intermediary co-signs the Acceptance Form and transmits it to one of the Designated Intermediaries;
8) that the risk of the Depository Intermediary failing to deliver this Acceptance Form and, where applicable, to deposit the Shares with the Intermediaries in Charge of Coordinating the Collection of Acceptances by the last valid day of the Acceptance Period or, where applicable, by no later than the last day of the Reopening of the Terms, rests exclusively with the tendering party, and that the Depository Intermediary bears sole responsibility for transferring the Consideration to the entitled shareholder or for any delay in such transfer; and
9) that, for the period between the date of acceptance and the Payment Date or, in case of the Reopening of the Terms, the Payment Date Following the Reopening of the Terms, shareholders tendering their Shares will retain ownership of the Shares and may exercise all related economic and voting rights.

AUTHORISES that the Intermediary in Charge/Depository Intermediary settle or cause to be settled, with respect to the Shares tendered to the Offer, the amount of Euro ________________________ corresponding to the Consideration to be paid in respect of such Shares, by:

☐ bank transfer to bank account no. ______________________________ in the name of __________________________ with ______________________ IBAN____

☐ non-transferable cashier's cheque payable to ____ to be sent to ____

DECLARES

a) to acknowledge that the Offer for the Shares is addressed, on a non-discriminatory basis and on equal terms, to all holders of the Shares, is being made in Italy and extended to all holders of Shares located in the United States of America in compliance with applicable U.S. federal securities laws, including Section 14(e) of, and Regulation 14E under, the Exchange Act and the "Tier II" exemption in respect of securities of foreign private issuers provided by Rule 14d-1(d) under the Exchange Act. The Offer is not being and will not be made or distributed in Australia, Canada or Japan, or in any other country in which such Offer would not be permitted in the absence of an authorisation by the competent authorities or would otherwise constitute a breach of applicable laws or regulations (such jurisdictions, including Australia, Canada and Japan, collectively, the "**Excluded Countries**"), nor by using, directly or indirectly, the postal services or any other means or instrumentality of national or international commerce of any Excluded Country (including, by way of example, fax, email, telephone and the internet), nor through any facility of any financial intermediary of any Excluded Country, nor in any other manner (for further information, see Section F, Paragraph F.4, of the Offer Document);

b) that they have 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 into any of the Excluded Countries, and that they have not otherwise used, directly or indirectly in connection with the Offer, the postal services and/or any other means or instrument (including, by way of example, fax, e-mail, telephone, the internet and/or any other electronic or IT means) of national or international commerce, nor the facilities of any regulated market of the Excluded Countries; and

c) that they are located outside the Excluded Countries at the time this Acceptance Form is delivered or signed.

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Date ________________________, ____________________

______________________________ Tendering Party or its representative		______________________________ Stamp and signature of the Intermediary in Charge

DEPOSITORY INTERMEDIARY with whom this Acceptance Form has been lodged, hereby declares, upon submission by the Tendering Party and under its own responsibility:

a) that it is the depositary of the Shares indicated above and tendered through this Acceptance Form;

b) that it will carry out all formalities required for the transfer of the Shares to the Designated Intermediary exclusively through Euronext Securities Milan, within and no later than the last day of the Offer Period (subject to any extension thereof), or, as the case may be, within and no later than the last day of any Reopening of the Terms.

____
Stamp and signature of the Intermediary in Charge

Acceptance form no._______

ACCEPTANCE FORM

TO THE VOLUNTARY TOTALITARIAN TENDER OFFER

pursuant to Articles 102 and 106, paragraph 4 of Legislative Decree no. 58 of 24 February 1998, as amended and supplemented, (the "**Offer**") launched by Respighi BidCo S.p.A. (the "**Offeror**") on a maximum number of 198,525,562 ordinary shares of Recordati S.p.A. (the "**Issuer**")

To the Appointed Intermediary____
The undersigned (*name, surname or company name*) ____ born in___________________ on_____________________ tax code / VAT number ___________________________________ citizenship/nationality______________________ resident/with registered office in____
Via/Corso/Piazza__________________________________ no. __________ Postal code____________________
holder of no. ____________________ordinary shares of the Issuer (the "**Shares**"), with par value equal to Euro 0.125 each, carrying regular dividend right and freely transferable, over which the undersigned represents and warrants full and legitimate ownership and availability, as well as the absence of any liens, encumbrances, restrictions or claims of any nature whatsoever, whether *in rem* or personal.

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DECLARES to have read and acknowledged all terms, conditions and procedures of the Offer, including the Consideration for each Share tendered to the Offer, as set out in the Offer Document made available to the public at the offices of the Intermediary in Charge of Coordinating the Collection of Acceptances (Via Filippo Turati 9, Milan) and the Designated Intermediaries, as well as the registered office of the Offeror, in Milan, Via del Vecchio Politecnico 9, as set out in the Offer Document and available on the Issuer's website (www.recordati.com), and on the website of the Global Information Agent (https://transactions.sodali.com/).

ACCEPTS irrevocably and unconditionally the Offer in respect to no. ____________________________ Shares that:

- □ are already deposited with you in securities account no. __________________ held in the name of: ____;
- □ will be credited into the aforementioned account following market settlement;
- □ are deposited with you concurrently with the execution of this Acceptance Form;
- □ will be transferred/deposited with you, in due time, pursuant to the instruction expressly accepted at the foot of this Acceptance Form, by the Depository Intermediaries holding the Shares tendered through this Acceptance Form.

AUTHORIZES the crediting of the above Shares into a temporary deposit with you, pledged for the purposes of the Offer.

CONSENTS in advance to the transfer of the Shares credited into the aforesaid temporary deposit to the Offeror, 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, against payment of the Consideration on the Payment Date as defined in the Offer Document and as further specified therein.

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ACKNOWLEDGES

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2) that the Acceptance Period commenced at 8:30 a.m. (CET) on 31 August 2026 and will end at 5:30 p.m. (CET) on 15 October 2026, both dates included, subject to any extension of the Acceptance Period, and that the Reopening of the Terms may occur on the Trading Days 26 October, 27 October, 28 October, 29 October and 30 October 2026, subject to any extension of the Acceptance Period, as described in Section F, Paragraph F.1 of the Offer Document;
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4) that the Offer Document provides that the payment of the Consideration will take place on 23 October 2026 (namely the 6th (sixth) Trading Day following the closing date of the Acceptance Period), subject to any extension of the Acceptance Period, any Reopening of the Terms and any amendments to the Offer made in accordance with applicable laws and regulations. Such payment is conditional upon the completion of all formalities necessary to transfer the Shares to the Offeror;
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8) that the risk of the Depository Intermediary failing to deliver this Acceptance Form and, where applicable, to deposit the Shares with the Intermediaries in Charge of Coordinating the Collection of Acceptances by the last valid day of the Acceptance Period or, where applicable, by no later than the last day of the Reopening of the Terms, rests exclusively with the tendering party, and that the Depository Intermediary bears sole responsibility for transferring the Consideration to the entitled shareholder or for any delay in such transfer; and
9) that, for the period between the date of acceptance and the Payment Date or, in case of the Reopening of the Terms, the Payment Date Following the Reopening of the Terms, shareholders tendering their Shares will retain ownership of the Shares and may exercise all related economic and voting rights.

AUTHORISES that the Intermediary in Charge/Depository Intermediary settle or cause to be settled, with respect to the Shares tendered to the Offer, the amount of Euro ______________________ corresponding to the Consideration to be paid in respect of such Shares, by:

□ bank transfer to bank account no. ____________________________ in the name of ________________________ with ____________________ IBAN____

□ non-transferable cashier's cheque payable to ____ to be sent to ____

DECLARES

a) to acknowledge that the Offer for the Shares is addressed, on a non-discriminatory basis and on equal terms, to all holders of the Shares, is being made in Italy and extended to all holders of Shares located in the United States of America in compliance with applicable U.S. federal securities laws, including Section 14(e) of, and Regulation 14E under, the Exchange Act and the "Tier II" exemption in respect of securities of foreign private issuers provided by Rule 14d-1(d) under the Exchange Act. The Offer is not being and will not be made or distributed in Australia, Canada or Japan, or in any other country in which such Offer would not be permitted in the absence of an authorisation by the competent authorities or would otherwise constitute a breach of applicable laws or regulations (such jurisdictions, including Australia, Canada and Japan, collectively, the "**Excluded Countries**"), nor by using, directly or indirectly, the postal services or any other means or instrumentality of national or international commerce of any Excluded Country (including, by way of example, fax, email, telephone and the internet), nor through any facility of any financial intermediary of any Excluded Country, nor in any other manner (for further information, see Section F, Paragraph F.4, of the Offer Document);

b) that they have 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 into any of the Excluded Countries, and that they have not otherwise used, directly or indirectly in connection with the Offer, the postal services and/or any other means or instrument (including, by way of example, fax, e-mail, telephone, the internet and/or any other electronic or IT means) of national or international commerce, nor the facilities of any regulated market of the Excluded Countries; and

c) that they are located outside the Excluded Countries at the time this Acceptance Form is delivered or signed.

Pursuant to Article 13 of Regulation (EU) 2016/679, please note that the personal data provided upon execution of this Acceptance Form will be processed, including through IT and electronic means, for purposes directly connected and/or instrumental to the Offer (such as, by way of example, the collection of acceptances, the verification of their regularity and the allocation thereof). The legal basis for the processing is the performance of the Offer and compliance with the regulatory obligations applicable as a consequence of the acceptance of the Offer. The data will be retained for the time strictly necessary to achieve the purposes indicated above and to comply with applicable legal obligations. With regard to such processing, the data subject may exercise all rights provided under applicable legislation, including the right to: (i) obtain confirmation from the controller as to whether their personal data are being processed; (ii) obtain information on the origin of the data as well as on the logic and purposes of the processing; (iii) obtain the identification details of the controller and of any processors; (iv) obtain information on the entities or categories of entities to whom the personal data may be communicated or who may become aware of them in their capacity as designated representative in the State, processors or persons in charge of the processing; (v) obtain the erasure, anonymization or blocking of data processed unlawfully, as well as the updating, rectification or, where relevant, integration of the data; and (vi) object, in whole or in part, to the processing on legitimate grounds. For such purposes, the data subject may lodge a complaint with the supervisory authority, where provided under applicable law, and may object to the processing on the basis of reasons relating to their particular situation. The personal data will be processed, as separate and independent data controllers, each for the purposes connected and instrumental to their respective role in the transaction, by the Intermediary in Charge of Coordinating the Collection of Acceptances, the Offeror, the Intermediary in Charge and the Depository Intermediaries. The controllers may communicate the personal data to companies or collaborators carrying out functions or support activities necessary for the transaction. Such entities will act as data processors, whose identification details—as well as those of the controllers involved in the processing—may be obtained directly from the Intermediary in Charge of Coordinating the Collection of Acceptances, the Offeror, the Intermediary in Charge and the Depository Intermediaries (from whom one may also request the identification details of any respective data processors).

Date ________________________, _____________________

________________________________ Tendering Party or its representative		________________________________ Stamp and signature of the Intermediary in Charge

DEPOSITORY INTERMEDIARY with whom this Acceptance Form has been lodged, hereby declares, upon submission by the Tendering Party and under its own responsibility:

a) that it is the depositary of the Shares indicated above and tendered through this Acceptance Form;

b) that it will carry out all formalities required for the transfer of the Shares to the Designated Intermediary exclusively through Euronext Securities Milan, within and no later than the last day of the Offer Period (subject to any extension thereof), or, as the case may be, within and no later than the last day of any Reopening of the Terms.

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Stamp and signature of the Intermediary in Charge

Acceptance form no._______

ACCEPTANCE FORM

TO THE VOLUNTARY TOTALITARIAN TENDER OFFER

pursuant to Articles 102 and 106, paragraph 4 of Legislative Decree no. 58 of 24 February 1998, as amended and supplemented, (the "**Offer**") launched by Respighi BidCo S.p.A. (the "**Offeror**") on a maximum number of 198,525,562 ordinary shares of Recordati S.p.A. (the "**Issuer**")

To the Appointed Intermediary____
The undersigned (*name, surname or company name*) ____ ______________________________________ born in_________________ on__________________ tax code / VAT number _______________________________ citizenship/nationality____________________ resident/with registered office in____
Via/Corso/Piazza______________________________ no. ________ Postal code__________________
holder of no. ________________ordinary shares of the Issuer (the "**Shares**"), with par value equal to Euro 0.125 each, carrying regular dividend right and freely transferable, over which the undersigned represents and warrants full and legitimate ownership and availability, as well as the absence of any liens, encumbrances, restrictions or claims of any nature whatsoever, whether *in rem* or personal.

Capitalised terms not otherwise defined in this acceptance form (the "**Acceptance Form**") shall have the meaning ascribed to them in the offer document prepared in connection with the Offer (the "**Offer Document**"),

DECLARES to have read and acknowledged all terms, conditions and procedures of the Offer, including the Consideration for each Share tendered to the Offer, as set out in the Offer Document made available to the public at the offices of the Intermediary in Charge of Coordinating the Collection of Acceptances (Via Filippo Turati 9, Milan) and the Designated Intermediaries, as well as the registered office of the Offeror, in Milan, Via del Vecchio Politecnico 9, as set out in the Offer Document and available on the Issuer's website (www.recordati.com), and on the website of the Global Information Agent (https://transactions.sodali.com/).

ACCEPTS irrevocably and unconditionally the Offer in respect to no. ________________________ Shares that:

- □ are already deposited with you in securities account no. _______________ held in the name of: ____;
- □ will be credited into the aforementioned account following market settlement;
- □ are deposited with you concurrently with the execution of this Acceptance Form;
- □ will be transferred/deposited with you, in due time, pursuant to the instruction expressly accepted at the foot of this Acceptance Form, by the Depository Intermediaries holding the Shares tendered through this Acceptance Form.

AUTHORIZES the crediting of the above Shares into a temporary deposit with you, pledged for the purposes of the Offer.

CONSENTS in advance to the transfer of the Shares credited into the aforesaid temporary deposit to the Offeror, 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, against payment of the Consideration on the Payment Date as defined in the Offer Document and as further specified therein.

DECLARES to accept in advance the reversal of the transaction should any irregularities be identified in the data contained in this Acceptance Form following the checks and controls carried out after the delivery of the Shares subject to this Acceptance Form.

ACKNOWLEDGES

1) that acceptance of the Offer is irrevocable, without prejudice to the right of the tendering party to revoke such acceptance in order to tender the Shares in competing offers pursuant to applicable laws and regulations;
2) that the Acceptance Period commenced at 8:30 a.m. (CET) on 31 August 2026 and will end at 5:30 p.m. (CET) on 15 October 2026, both dates included, subject to any extension of the Acceptance Period, and that the Reopening of the Terms may occur on the Trading Days 26 October, 27 October, 28 October, 29 October and 30 October 2026, subject to any extension of the Acceptance Period, as described in Section F, Paragraph F.1 of the Offer Document;
3) that for each Share tendered to the Offer, the Offeror will pay the tendering shareholders a Consideration equal to Euro 51.29 (fifty-one/29);
4) that the Offer Document provides that the payment of the Consideration will take place on 23 October 2026 (namely the 6^{th} (sixth) Trading Day following the closing date of the Acceptance Period), subject to any extension of the Acceptance Period, any Reopening of the Terms and any amendments to the Offer made in accordance with applicable laws and regulations. Such payment is conditional upon the completion of all formalities necessary to transfer the Shares to the Offeror;
5) that the Consideration is net of any stamp duties and registration taxes, if due, and any fees, commissions or expenses payable by the Offeror. Conversely, any income tax (including, for completeness, IRAP) or substitute tax, if due, on any capital gain that may be realized shall remain solely for the account of the tendering parties. No interest will accrue on the Consideration between the date of acceptance and the Payment Date or the Payment Date following the Reopening of the Terms, as applicable;
6) that the Offer will be completed only upon fulfilment of the Conditions to the Offer or upon the waiver thereof by the Offeror, as set out and described in Section A, Paragraph A.1, of the Offer Document. If the Offer is not completed, the Shares tendered to the Offer will be returned to their respective holders, without any costs or expenses being charged to them, by the Trading Day following the date on which the Offeror announces that the Offer has not been completed;
7) that acceptance of the Offer through this Acceptance Form may also be submitted through a Depository Intermediary acting on behalf of the tendering party, provided that the Depository Intermediary co-signs the Acceptance Form and transmits it to one of the Designated Intermediaries;
8) that the risk of the Depository Intermediary failing to deliver this Acceptance Form and, where applicable, to deposit the Shares with the Intermediaries in Charge of Coordinating the Collection of Acceptances by the last valid day of the Acceptance Period or, where applicable, by no later than the last day of the Reopening of the Terms, rests exclusively with the tendering party, and that the Depository Intermediary bears sole responsibility for transferring the Consideration to the entitled shareholder or for any delay in such transfer; and
9) that, for the period between the date of acceptance and the Payment Date or, in case of the Reopening of the Terms, the Payment Date Following the Reopening of the Terms, shareholders tendering their Shares will retain ownership of the Shares and may exercise all related economic and voting rights.

AUTHORISES that the Intermediary in Charge/Depository Intermediary settle or cause to be settled, with respect to the Shares tendered to the Offer, the amount of Euro ____________________ corresponding to the Consideration to be paid in respect of such Shares, by:

□ bank transfer to bank account no. ______________________________ in the name of __________________________ with ______________________ IBAN____

□ non-transferable cashier's cheque payable to ____ to be sent to ____

DECLARES

a) to acknowledge that the Offer for the Shares is addressed, on a non-discriminatory basis and on equal terms, to all holders of the Shares, is being made in Italy and extended to all holders of Shares located in the United States of America in compliance with applicable U.S. federal securities laws, including Section 14(e) of, and Regulation 14E under, the Exchange Act and the "Tier II" exemption in respect of securities of foreign private issuers provided by Rule 14d-1(d) under the Exchange Act. The Offer is not being and will not be made or distributed in Australia, Canada or Japan, or in any other country in which such Offer would not be permitted in the absence of an authorisation by the competent authorities or would otherwise constitute a breach of applicable laws or regulations (such jurisdictions, including Australia, Canada and Japan, collectively, the "**Excluded Countries**"), nor by using, directly or indirectly, the postal services or any other means or instrumentality of national or international commerce of any Excluded Country (including, by way of example, fax, email, telephone and the internet), nor through any facility of any financial intermediary of any Excluded Country, nor in any other manner (for further information, see Section F, Paragraph F.4, of the Offer Document);

b) that they have 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 into any of the Excluded Countries, and that they have not otherwise used, directly or indirectly in connection with the Offer, the postal services and/or any other means or instrument (including, by way of example, fax, e-mail, telephone, the internet and/or any other electronic or IT means) of national or international commerce, nor the facilities of any regulated market of the Excluded Countries; and

c) that they are located outside the Excluded Countries at the time this Acceptance Form is delivered or signed.

Pursuant to Article 13 of Regulation (EU) 2016/679, please note that the personal data provided upon execution of this Acceptance Form will be processed, including through IT and electronic means, for purposes directly connected and/or instrumental to the Offer (such as, by way of example, the collection of acceptances, the verification of their regularity and the allocation thereof). The legal basis for the processing is the performance of the Offer and compliance with the regulatory obligations applicable as a consequence of the acceptance of the Offer. The data will be retained for the time strictly necessary to achieve the purposes indicated above and to comply with applicable legal obligations. With regard to such processing, the data subject may exercise all rights provided under applicable legislation, including the right to: (i) obtain confirmation from the controller as to whether their personal data are being processed; (ii) obtain information on the origin of the data as well as on the logic and purposes of the processing; (iii) obtain the identification details of the controller and of any processors; (iv) obtain information on the entities or categories of entities to whom the personal data may be communicated or who may become aware of them in their capacity as designated representative in the State, processors or persons in charge of the processing; (v) obtain the erasure, anonymization or blocking of data processed unlawfully, as well as the updating, rectification or, where relevant, integration of the data; and (vi) object, in whole or in part, to the processing on legitimate grounds. For such purposes, the data subject may lodge a complaint with the supervisory authority, where provided under applicable law, and may object to the processing on the basis of reasons relating to their particular situation. The personal data will be processed, as separate and independent data controllers, each for the purposes connected and instrumental to their respective role in the transaction, by the Intermediary in Charge of Coordinating the Collection of Acceptances, the Offeror, the Intermediary in Charge and the Depository Intermediaries. The controllers may communicate the personal data to companies or collaborators carrying out functions or support activities necessary for the transaction. Such entities will act as data processors, whose identification details—as well as those of the controllers involved in the processing—may be obtained directly from the Intermediary in Charge of Coordinating the Collection of Acceptances, the Offeror, the Intermediary in Charge and the Depository Intermediaries (from whom one may also request the identification details of any respective data processors).

Date ________________________, ____________________

______________________________ Tendering Party or its representative		______________________________ Stamp and signature of the Intermediary in Charge

DEPOSITORY INTERMEDIARY with whom this Acceptance Form has been lodged, hereby declares, upon submission by the Tendering Party and under its own responsibility:

a) that it is the depositary of the Shares indicated above and tendered through this Acceptance Form;

b) that it will carry out all formalities required for the transfer of the Shares to the Designated Intermediary exclusively through Euronext Securities Milan, within and no later than the last day of the Offer Period (subject to any extension thereof), or, as the case may be, within and no later than the last day of any Reopening of the Terms.

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Stamp and signature of the Intermediary in Charge