

**ACCEPTANCE FORM****TO THE MANDATORY TENDER OFFER**

Pursuant to Articles 102 and seq. Of the Legislative Decree no. 58 of 24 February 1998, as subsequently amended and integrated (the "Offer")  
launched by Honeywell II S.r.l. (the "Bidder") on up to **30,760,000 shares of Civitanavi Systems S.p.A.** (the "Issuer")

To the Appointed Intermediary \_\_\_\_\_,

The undersigned (name, surname or company name) \_\_\_\_\_, Tax code / VAT No. \_\_\_\_\_, born in \_\_\_\_\_, on \_\_\_\_\_, citizenship / nationality \_\_\_\_\_, residing in / with registered office at \_\_\_\_\_, address \_\_\_\_\_, ZIP Code \_\_\_\_\_, holding No. \_\_\_\_\_ ordinary shares of the Issuer ("Shares") (ISIN Code: IT0005466153), with no par value, regular entitlement and freely transferable, of which the undersigned guarantees the full ownership and availability, as well as the absence of any liens of any kind an nature, *in rem* or personal.

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

**DECLARES** to be aware of all the conditions, terms and modalities of the Offer, including the Price to be paid per each Share tendered to the Offer, as explained in the Offer Document made available to the public at the registered office of the Bidder (Cologno Monzese, Milano, Via Alessandro Volta no. 16), the registered office of the Issuer (Pedaso (FM), Via del Progresso No. 5), at the Intermediary in Charge of Coordinating the Collection of the Acceptances (Milano, Piazza Gae Aulenti No. 4, Tower C) and of the Appointed Intermediaries as specified in the Offer Document, as well as on the internet website of the Issuer ([www.civitanavi.com](http://www.civitanavi.com)) and the Global Information Agent ([www.morrowsodali-transactions.com](http://www.morrowsodali-transactions.com)).

**ACCEPTS** irrevocably and unconditionally this Offer for no. \_\_\_\_\_ Shares that:  
 are already deposited with you on the securities account no. \_\_\_\_\_ in the name of : \_\_\_\_\_ ;  
 will be transferred to the above-mentioned account as a result of a stock exchange settlement;  
 are deposited with you currently with the signing of this Acceptance Form; and  
 will be transferred to/deposited with you timely, due to the engagement expressly accepted herein below, by the Deposit Intermediary relating to such Shares.

**AUTHORIZES** the registration of the above Shares in a temporary account with you, restricted for the purposes of this Offer, if applicable.

**CONSENTS** henceforth with the transfer to the Bidder of the Shares registered in the above temporary account, granting hereby to you an irrevocable mandate to perform directly or indirectly in the name and on behalf of the undersigned all the necessary formalities required for the transfer of the Shares to the Bidder. All of the above upon payment of the Price at the Payment Date or at the Payment Date upon Completion of the Reopening of Terms, in the event of the possible Reopening of Terms, as specified in the Offer Document.

**DECLARES** to accept henceforth the cancellation of the transaction in the event of irregularities in the data contained in this Acceptance Form as a result of the verifications and controls performed after delivery of the Shares.

**ACKNOWLEDGES**

- that the acceptance to the Offer is irrevocable, without prejudice to the possibility to accept any competing offers, pursuant to the applicable laws and regulations;
- that the Tender Period has begun at 8.30 AM CET on 27 May 2024 and will end at 5.30 PM CET on 19 July 2024 (references included), unless the Tender Period is extended, and that Reopening of Terms may occur on the following Trading Days: 29, 30, 31 July, 1 and 2 August 2024 as explained and detailed in Section F, Paragraph F.1 of the Offer Document.
- that the Bidder will pay a Price equal to Euro 6.17 (six point seventeen) per each Share tendered to the Offer;
- that pursuant to the Offer Document payment of the Price shall occur on 26 July 2024, *i.e.* the fifth Trading Day following the end of the Tender Period as explained in the Offer Document, unless the Tender Period is extended in compliance with the applicable laws and regulations, unless the Reopening of Terms occurs and unless the Offer is amended in compliance with the applicable laws and regulations. The above-mentioned payment is conditioned upon the execution of the required formalities in order to transfer the Shares to the Bidder;
- that the Price is intended net of any stamp taxes, inasmuch as they are due, expenses, fees, commissions which shall remain in charge for the Bidder. Conversely, any taxes (including, without limitation, the *IRAP*) or the substitute tax on capital gain, if due, shall remain in charge of the Adherents and no interest shall be paid on the Price for each Share tendered to the Offer between the date in which the Shares are tendered and the Payment Date or the possible Payment Date upon Completion of the Reopening of Terms;
- that the acceptance of the Offer through this Acceptance Form may also be executed before any of the Deposit Intermediaries on behalf of the Adherents, which shall countersign the Acceptance Form and deliver said Acceptance Form to any of the Appointed Intermediaries;
- that the risk that the Deposit Intermediary may not deliver the Acceptance Form and, eventually, not deposit the Shares with the Intermediary in Charge of Coordinating the Collection of the Acceptances by the last day of the Tender Period, or, if applicable, by and no later than the last day of the possible Reopening of Terms, and that the Deposit Intermediary may not transfer, or may delay the transfer of the Price to the Adherents shall be entirely borne by the Adherents;
- that for the period between the date in which the Shares are tendered and the Payment Date, or, in the event of the possible Reopening of Terms, the Payment Date upon Completion of the Reopening of Terms, the Adherents to the Offer may exercise economic rights and corporate rights relating to the Shares, which will remain in the ownership of said Adherents; and
- that the Offer shall be effective only upon fulfillment of the Offer Conditions, or following waiver thereof by the Bidder, as outlined in Section A, Paragraph A.1 of the Offer Document. In any other event, the Offer shall not be effective and the Shares tendered to the Offer shall remain available to the relevant shareholders, with no charges, costs or expenses on them, by the Trading Day following the date in which the Bidder will disclose failure to effect the Offer.

**AUTHORIZES** this Appointed Intermediary/Deposit Intermediary, with reference to the Shares tendered to the Offer, to directly or indirectly settle the Price by means of:

- crediting on the bank account no. \_\_\_\_\_, IBAN \_\_\_\_\_, of Euro \_\_\_\_\_, representing the Price for no. \_\_\_\_\_ Shares tendered to the Offer for Euro 6.17 (six point seventeen) each; or, alternatively
- a non-transferable cashier's check in the name of \_\_\_\_\_, of Euro \_\_\_\_\_, representing the Price for no. \_\_\_\_\_ Shares tendered to the Offer for Euro 6.17 (six point seventeen) each.

**DECLARES**

- to be aware that the Offer is directed, on equal terms, to all the holders of the Shares, and is being promoted in Italy and is not being promoted nor disseminated in the United States of America (or directed to "U.S. Persons" as defined pursuant to the U.S. Securities Act dated 1933 as subsequently amended and integrated), Canada, Japan or Australia as well as any other Country other than Italy in which the Offer is not permitted in the absence of the authorization by the competent authorities or other requirements from the Bidder (the "Excluded Countries"), nor by using any communication means or national or international trade means of the Excluded Countries (including, without limitation, postal network, fax, email, phone and internet), nor through any facility of any financial intermediaries of the Excluded Countries, nor in any other way whatsoever (for further information please refer to Section F, Paragraph F.4, of the Offer Document);
- not to have received and/or sent copies or originals of this Acceptance Form, the Offer Document and/or of any other document connected with the Offer from or to the Excluded Countries in which the Offer is not permitted in the absence of the authorization by the competent authorities and not to have otherwise used, directly or indirectly, in connection with the Offer, the postal network and/or any other means or tool (including, without limitation, postal network, fax, telex, email, phone and internet), or any national or international trade means or the services of any regulated market in the Excluded Countries; and
- to be outside of the Excluded Countries as Countries in which the Offer is not permitted in the absence of the authorization by the competent authorities at the time of delivering or signing this Acceptance Form.

Pursuant to Article 13 of the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), Adherents to the Offer are hereby informed that the personal data they have inserted in this request will be processed, including through the use of computer and telematic procedures, for the needs directly related and instrumental to the Offer (collection of the acceptances, verification of their compliance and allocation thereof). Personal data will be processed, as autonomous Data Controllers, each for the purposes connected with and instrumental to its role in the transaction by the Appointed Intermediaries, the Intermediary in Charge of Coordinating the Collection of the Acceptances (UniCredit Bank Gmbh, Milan Branch), the Bidder, the Deposit Intermediaries and the companies identified by them that carry out functional or support activities as necessary for the transaction. The relevant needs represent the legal basis legitimizing the related processing. The provision of personal data is necessary in order to execute this request and, therefore, failure to provide even part of the same shall determine the non-admissibility of such request.

With reference to the afore-mentioned processing, the relevant data subject may exercise all the rights expressly attributed under the GDPR by writing to UniCredit Bank Gmbh Milan Branch, Data Protection Office, Piazza Gae Aulenti n. 4, Tower C, 20154 Milan, e-mail: [privacy.unicreditbankag.ue@unicredit.eu](mailto:privacy.unicreditbankag.ue@unicredit.eu).

Place \_\_\_\_\_, date \_\_\_\_\_

\_\_\_\_\_  
The Adherent or its representative

\_\_\_\_\_  
Stamp and signature of the Appointed Intermediary

The Deposit Intermediary with which this Acceptance Form has been deposited declares, at the time of presentation by the Adherent and under its own responsibility:

- to be the depository of the above-mentioned Shares as the subject matter of this Acceptance Form;
- to perform the required formalities to transfer the Shares to the Intermediary in Charge of Coordinating the Collection of the Acceptances exclusively via Monte Titoli S.p.A., by and no later than the end of the Tender Period (unless extended), or by and no later than the end of the possible Reopening of Terms.

\_\_\_\_\_  
Stamp and signature of the Deposit Intermediary

**ACCEPTANCE FORM**  
**TO THE MANDATORY TENDER OFFER**

Pursuant to Articles 102 and seq. Of the Legislative Decree no. 58 of 24 February 1998, as subsequently amended and integrated (the "Offer")  
launched by Honeywell II S.r.l. (the "Bidder") on up to **30,760,000 shares of Civitanavi Systems S.p.A.** (the "Issuer")

To the Appointed Intermediary \_\_\_\_\_,

The undersigned (*name, surname or company name*) \_\_\_\_\_, Tax code / VAT No. \_\_\_\_\_, born in \_\_\_\_\_, on \_\_\_\_\_, citizenship / nationality \_\_\_\_\_, residing in / with registered office at \_\_\_\_\_, address \_\_\_\_\_, ZIP Code \_\_\_\_\_, holding No. \_\_\_\_\_ ordinary shares of the Issuer ("Shares") (ISIN Code: IT0005466153), with no par value, regular entitlement and freely transferable, of which the undersigned guarantees the full ownership and availability, as well as the absence of any liens of any kind an nature, *in rem* or personal.

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**DECLARES** to be aware of all the conditions, terms and modalities of the Offer, including the Price to be paid per each Share tendered to the Offer, as explained in the Offer Document made available to the public at the registered office of the Bidder (Cologno Monzese, Milano, Via Alessandro Volta no. 16), the registered office of the Issuer (Pedaso (FM), Via del Progresso No. 5), at the Intermediary in Charge of Coordinating the Collection of the Acceptances (Milano, Piazza Gae Aulenti No. 4, Tower C) and of the Appointed Intermediaries as specified in the Offer Document, as well as on the internet website of the Issuer ([www.civitanavi.com](http://www.civitanavi.com)) and the Global Information Agent ([www.morrowsodali-transactions.com](http://www.morrowsodali-transactions.com)).

**ACCEPTS** irrevocably and unconditionally this Offer for no. \_\_\_\_\_ Shares that:

are already deposited with you on the securities account no. \_\_\_\_\_ in the name of : \_\_\_\_\_;

will be transferred to the above-mentioned account as a result of a stock exchange settlement;

are deposited with you currently with the signing of this Acceptance Form; and

will be transferred to/deposited with you timely, due to the engagement expressly accepted herein below, by the Deposit Intermediary relating to such Shares.

**AUTHORIZES** the registration of the above Shares in a temporary account with you, restricted for the purposes of this Offer, if applicable.

**CONSENTS** henceforth with the transfer to the Bidder of the Shares registered in the above temporary account, granting hereby to you an irrevocable mandate to perform directly or indirectly in the name and on behalf of the undersigned all the necessary formalities required for the transfer of the Shares to the Bidder. All of the above upon payment of the Price at the Payment Date or at the Payment Date upon Completion of the Reopening of Terms, in the event of the possible Reopening of Terms, as specified in the Offer Document.

**DECLARES** to accept henceforth the cancellation of the transaction in the event of irregularities in the data contained in this Acceptance Form as a result of the verifications and controls performed after delivery of the Shares.

**ACKNOWLEDGES**

1. that the acceptance to the Offer is irrevocable, without prejudice to the possibility to accept any competing offers, pursuant to the applicable laws and regulations;
2. that the Tender Period has begun at 8.30 AM CET on 27 May 2024 and will end at 5.30 PM CET on 19 July 2024 (references included), unless the Tender Period is extended, and that Reopening of Terms may occur on the following Trading Days: 29, 30, 31 July, 1 and 2 August 2024 as explained and detailed in Section F, Paragraph F.1 of the Offer Document.
3. that the Bidder will pay a Price equal to Euro 6.17 (six point seventeen) per each Share tendered to the Offer;
4. that pursuant to the Offer Document payment of the Price shall occur on 26 July 2024, *i.e.* the fifth Trading Day following the end of the Tender Period as explained in the Offer Document, unless the Tender Period is extended in compliance with the applicable laws and regulations, unless the Reopening of Terms occurs and unless the Offer is amended in compliance with the applicable laws and regulations. The above-mentioned payment is conditioned upon the execution of the required formalities in order to transfer the Shares to the Bidder;
5. that the Price is intended net of any stamp taxes, inasmuch as they are due, expenses, fees, commissions which shall remain in charge for the Bidder. Conversely, any taxes (including, without limitation, the *IRAP*) or the substitute tax on capital gain, if due, shall remain in charge of the Adherents and no interest shall be paid on the Price for each Share tendered to the Offer between the date in which the Shares are tendered and the Payment Date or the possible Payment Date upon Completion of the Reopening of Terms;
6. that the acceptance of the Offer through this Acceptance Form may also be executed before any of the Deposit Intermediaries on behalf of the Adherents, which shall countersign the Acceptance Form and deliver said Acceptance Form to any of the Appointed Intermediaries;
7. that the risk that the Deposit Intermediary may not deliver the Acceptance Form and, eventually, not deposit the Shares with the Intermediary in Charge of Coordinating the Collection of the Acceptances by the last day of the Tender Period, or, if applicable, by and no later than the last day of the possible Reopening of Terms, and that the Deposit Intermediary may not transfer, or may delay the transfer of the Price to the Adherents shall be entirely borne by the Adherents;
8. that for the period between the date in which the Shares are tendered and the Payment Date, or, in the event of the possible Reopening of Terms, the Payment Date upon Completion of the Reopening of Terms, the Adherents to the Offer may exercise economic rights and corporate rights relating to the Shares, which will remain in the ownership of said Adherents; and
9. that the Offer shall be effective only upon fulfillment of the Offer Conditions, or following waiver thereof by the Bidder, as outlined in Section A, Paragraph A.1 of the Offer Document. In any other event, the Offer shall not be effective and the Shares tendered to the Offer shall remain available to the relevant shareholders, with no charges, costs or expenses on them, by the Trading Day following the date in which the Bidder will disclose failure to effect the Offer.

**AUTHORIZES** this Appointed Intermediary/Deposit Intermediary, with reference to the Shares tendered to the Offer, to directly or indirectly settle the Price by means of:

- (a) crediting on the bank account no. \_\_\_\_\_, IBAN \_\_\_\_\_, at \_\_\_\_\_, in the name of \_\_\_\_\_, of Euro \_\_\_\_\_, representing the Price for no. \_\_\_\_\_ Shares tendered to the Offer for Euro 6.17 (six point seventeen) each; or, alternatively
- (b) a non-transferable cashier's check in the name of \_\_\_\_\_, of Euro \_\_\_\_\_, representing the Price for no. \_\_\_\_\_ Shares tendered to the Offer for Euro 6.17 (six point seventeen) each.

**DECLARES**

1. to be aware that the Offer is directed, on equal terms, to all the holders of the Shares, and is being promoted in Italy and is not being promoted nor disseminated in the United States of America (or directed to "U.S. Persons" as defined pursuant to the U.S. Securities Act dated 1933 as subsequently amended and integrated), Canada, Japan or Australia as well as any other Country other than Italy in which the Offer is not permitted in the absence of the authorization by the competent authorities or other requirements from the Bidder (the "Excluded Countries"), nor by using any communication means or national or international trade means of the Excluded Countries (including, without limitation, postal network, fax, email, phone and internet), nor through any facility of any financial intermediaries of the Excluded Countries, nor in any other way whatsoever (for further information please refer to Section F, Paragraph F.4, of the Offer Document);
2. not to have received and/or sent copies or originals of this Acceptance Form, the Offer Document and/or of any other document connected with the Offer from or to the Excluded Countries in which the Offer is not permitted in the absence of the authorization by the competent authorities and not to have otherwise used, directly or indirectly, in connection with the Offer, the postal network and/or any other means or tool (including, without limitation, postal network, fax, telex, email, phone and internet), or any national or international trade means or the services of any regulated market in the Excluded Countries; and
3. to be outside of the Excluded Countries as Countries in which the Offer is not permitted in the absence of the authorization by the competent authorities at the time of delivering or signing this Acceptance Form.

*Pursuant to Article 13 of the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), Adherents to the Offer are hereby informed that the personal data they have inserted in this request will be processed, including through the use of computer and telematic procedures, for the needs directly related and instrumental to the Offer (collection of the acceptances, verification of their compliance and allocation thereof). Personal data will be processed, as autonomous Data Controllers, each for the purposes connected with and instrumental to its role in the transaction by the Appointed Intermediaries, the Intermediary in Charge of Coordinating the Collection of the Acceptances (UniCredit Bank Gmbh, Milan Branch), the Bidder, the Deposit Intermediaries and the companies identified by them that carry out functional or support activities as necessary for the transaction. The relevant needs represent the legal basis legitimizing the related processing. The provision of personal data is necessary in order to execute this request and, therefore, failure to provide even part of the same shall determine the non-admissibility of such request.*

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Place \_\_\_\_\_, date \_\_\_\_\_

\_\_\_\_\_  
The Adherent or its representative

\_\_\_\_\_  
Stamp and signature of the Appointed Intermediary

The Deposit Intermediary with which this Acceptance Form has been deposited declares, at the time of presentation by the Adherent and under its own responsibility:

- (a) to be the depository of the above-mentioned Shares as the subject matter of this Acceptance Form;
- (b) to perform the required formalities to transfer the Shares to the Intermediary in Charge of Coordinating the Collection of the Acceptances exclusively via Monte Titoli S.p.A., by and no later than the end of the Tender Period (unless extended), or by and no later than the end of the possible Reopening of Terms.

\_\_\_\_\_  
Stamp and signature of the Deposit Intermediary

**ACCEPTANCE FORM**  
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To the Appointed Intermediary \_\_\_\_\_,

The undersigned (*name, surname or company name*) \_\_\_\_\_, Tax code / VAT No. \_\_\_\_\_, born in \_\_\_\_\_, on \_\_\_\_\_, citizenship / nationality \_\_\_\_\_, residing in / with registered office at \_\_\_\_\_, address \_\_\_\_\_, ZIP Code \_\_\_\_\_, holding No. \_\_\_\_\_ ordinary shares of the Issuer ("Shares") (ISIN Code: IT0005466153), with no par value, regular entitlement and freely transferable, of which the undersigned guarantees the full ownership and availability, as well as the absence of any liens of any kind an nature, *in rem* or personal.

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**ACCEPTS** irrevocably and unconditionally this Offer for no. \_\_\_\_\_ Shares that:

are already deposited with you on the securities account no. \_\_\_\_\_ in the name of : \_\_\_\_\_;

will be transferred to the above-mentioned account as a result of a stock exchange settlement;

are deposited with you currently with the signing of this Acceptance Form; and

will be transferred to/deposited with you timely, due to the engagement expressly accepted herein below, by the Deposit Intermediary relating to such Shares.

**AUTHORIZES** the registration of the above Shares in a temporary account with you, restricted for the purposes of this Offer, if applicable.

**CONSENTS** henceforth with the transfer to the Bidder of the Shares registered in the above temporary account, granting hereby to you an irrevocable mandate to perform directly or indirectly in the name and on behalf of the undersigned all the necessary formalities required for the transfer of the Shares to the Bidder. All of the above upon payment of the Price at the Payment Date or at the Payment Date upon Completion of the Reopening of Terms, in the event of the possible Reopening of Terms, as specified in the Offer Document.

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- that pursuant to the Offer Document payment of the Price shall occur on 26 July 2024, *i.e.* the fifth Trading Day following the end of the Tender Period as explained in the Offer Document, unless the Tender Period is extended in compliance with the applicable laws and regulations, unless the Reopening of Terms occurs and unless the Offer is amended in compliance with the applicable laws and regulations. The above-mentioned payment is conditioned upon the execution of the required formalities in order to transfer the Shares to the Bidder;
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- that the acceptance of the Offer through this Acceptance Form may also be executed before any of the Deposit Intermediaries on behalf of the Adherents, which shall countersign the Acceptance Form and deliver said Acceptance Form to any of the Appointed Intermediaries;
- that the risk that the Deposit Intermediary may not deliver the Acceptance Form and, eventually, not deposit the Shares with the Intermediary in Charge of Coordinating the Collection of the Acceptances by the last day of the Tender Period, or, if applicable, by and no later than the last day of the possible Reopening of Terms, and that the Deposit Intermediary may not transfer, or may delay the transfer of the Price to the Adherents shall be entirely borne by the Adherents;
- that for the period between the date in which the Shares are tendered and the Payment Date, or, in the event of the possible Reopening of Terms, the Payment Date upon Completion of the Reopening of Terms, the Adherents to the Offer may exercise economic rights and corporate rights relating to the Shares, which will remain in the ownership of said Adherents; and
- that the Offer shall be effective only upon fulfillment of the Offer Conditions, or following waiver thereof by the Bidder, as outlined in Section A, Paragraph A.1 of the Offer Document. In any other event, the Offer shall not be effective and the Shares tendered to the Offer shall remain available to the relevant shareholders, with no charges, costs or expenses on them, by the Trading Day following the date in which the Bidder will disclose failure to effect the Offer.

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- (a) crediting on the bank account no. \_\_\_\_\_, IBAN \_\_\_\_\_, at \_\_\_\_\_, in the name of \_\_\_\_\_, of Euro \_\_\_\_\_, representing the Price for no. \_\_\_\_\_ Shares tendered to the Offer for Euro 6.17 (six point seventeen) each; or, alternatively
- (b) a non-transferable cashier's check in the name of \_\_\_\_\_, of Euro \_\_\_\_\_, representing the Price for no. \_\_\_\_\_ Shares tendered to the Offer for Euro 6.17 (six point seventeen) each.

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- not to have received and/or sent copies or originals of this Acceptance Form, the Offer Document and/or of any other document connected with the Offer from or to the Excluded Countries in which the Offer is not permitted in the absence of the authorization by the competent authorities and not to have otherwise used, directly or indirectly, in connection with the Offer, the postal network and/or any other means or tool (including, without limitation, postal network, fax, telex, email, phone and internet), or any national or international trade means or the services of any regulated market in the Excluded Countries; and
- to be outside of the Excluded Countries as Countries in which the Offer is not permitted in the absence of the authorization by the competent authorities at the time of delivering or signing this Acceptance Form.

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Place \_\_\_\_\_, date \_\_\_\_\_

\_\_\_\_\_  
The Adherent or its representative

\_\_\_\_\_  
Stamp and signature of the Appointed Intermediary

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- to be the depository of the above-mentioned Shares as the subject matter of this Acceptance Form;
- to perform the required formalities to transfer the Shares to the Intermediary in Charge of Coordinating the Collection of the Acceptances exclusively via Monte Titoli S.p.A., by and no later than the end of the Tender Period (unless extended), or by and no later than the end of the possible Reopening of Terms.

\_\_\_\_\_  
Stamp and signature of the Deposit Intermediary

**ACCEPTANCE FORM**  
**TO THE MANDATORY TENDER OFFER**

Pursuant to Articles 102 and seq. Of the Legislative Decree no. 58 of 24 February 1998, as subsequently amended and integrated (the "Offer")  
launched by Honeywell II S.r.l. (the "Bidder") on up to **30,760,000 shares of Civitanavi Systems S.p.A.** (the "Issuer")

To the Appointed Intermediary \_\_\_\_\_,

The undersigned (*name, surname or company name*) \_\_\_\_\_, Tax code / VAT No. \_\_\_\_\_, born in \_\_\_\_\_, on \_\_\_\_\_, citizenship / nationality \_\_\_\_\_, residing in / with registered office at \_\_\_\_\_, address \_\_\_\_\_, ZIP Code \_\_\_\_\_, holding No. \_\_\_\_\_ ordinary shares of the Issuer ("Shares") (ISIN Code: IT0005466153), with no par value, regular entitlement and freely transferable, of which the undersigned guarantees the full ownership and availability, as well as the absence of any liens of any kind an nature, *in rem* or personal.

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

**DECLARES** to be aware of all the conditions, terms and modalities of the Offer, including the Price to be paid per each Share tendered to the Offer, as explained in the Offer Document made available to the public at the registered office of the Bidder (Cologno Monzese, Milano, Via Alessandro Volta no. 16), the registered office of the Issuer (Pedaso (FM), Via del Progresso No. 5), at the Intermediary in Charge of Coordinating the Collection of the Acceptances (Milano, Piazza Gae Aulenti No. 4, Tower C) and of the Appointed Intermediaries as specified in the Offer Document, as well as on the internet website of the Issuer ([www.civitanavi.com](http://www.civitanavi.com)) and the Global Information Agent ([www.morrowsodali-transactions.com](http://www.morrowsodali-transactions.com)).

**ACCEPTS** irrevocably and unconditionally this Offer for no. \_\_\_\_\_ Shares that:

are already deposited with you on the securities account no. \_\_\_\_\_ in the name of : \_\_\_\_\_;

will be transferred to the above-mentioned account as a result of a stock exchange settlement;

are deposited with you currently with the signing of this Acceptance Form; and

will be transferred to/deposited with you timely, due to the engagement expressly accepted herein below, by the Deposit Intermediary relating to such Shares.

**AUTHORIZES** the registration of the above Shares in a temporary account with you, restricted for the purposes of this Offer, if applicable.

**CONSENTS** henceforth with the transfer to the Bidder of the Shares registered in the above temporary account, granting hereby to you an irrevocable mandate to perform directly or indirectly in the name and on behalf of the undersigned all the necessary formalities required for the transfer of the Shares to the Bidder. All of the above upon payment of the Price at the Payment Date or at the Payment Date upon Completion of the Reopening of Terms, in the event of the possible Reopening of Terms, as specified in the Offer Document.

**DECLARES** to accept henceforth the cancellation of the transaction in the event of irregularities in the data contained in this Acceptance Form as a result of the verifications and controls performed after delivery of the Shares.

**ACKNOWLEDGES**

1. that the acceptance to the Offer is irrevocable, without prejudice to the possibility to accept any competing offers, pursuant to the applicable laws and regulations;
2. that the Tender Period has begun at 8.30 AM CET on 27 May 2024 and will end at 5.30 PM CET on 19 July 2024 (references included), unless the Tender Period is extended, and that Reopening of Terms may occur on the following Trading Days: 29, 30, 31 July, 1 and 2 August 2024 as explained and detailed in Section F, Paragraph F.1 of the Offer Document.
3. that the Bidder will pay a Price equal to Euro 6.17 (six point seventeen) per each Share tendered to the Offer;
4. that pursuant to the Offer Document payment of the Price shall occur on 26 July 2024, *i.e.* the fifth Trading Day following the end of the Tender Period as explained in the Offer Document, unless the Tender Period is extended in compliance with the applicable laws and regulations, unless the Reopening of Terms occurs and unless the Offer is amended in compliance with the applicable laws and regulations. The above-mentioned payment is conditioned upon the execution of the required formalities in order to transfer the Shares to the Bidder;
5. that the Price is intended net of any stamp taxes, inasmuch as they are due, expenses, fees, commissions which shall remain in charge for the Bidder. Conversely, any taxes (including, without limitation, the *IRAP*) or the substitute tax on capital gain, if due, shall remain in charge of the Adherents and no interest shall be paid on the Price for each Share tendered to the Offer between the date in which the Shares are tendered and the Payment Date or the possible Payment Date upon Completion of the Reopening of Terms;
6. that the acceptance of the Offer through this Acceptance Form may also be executed before any of the Deposit Intermediaries on behalf of the Adherents, which shall countersign the Acceptance Form and deliver said Acceptance Form to any of the Appointed Intermediaries;
7. that the risk that the Deposit Intermediary may not deliver the Acceptance Form and, eventually, not deposit the Shares with the Intermediary in Charge of Coordinating the Collection of the Acceptances by the last day of the Tender Period, or, if applicable, by and no later than the last day of the possible Reopening of Terms, and that the Deposit Intermediary may not transfer, or may delay the transfer of the Price to the Adherents shall be entirely borne by the Adherents;
8. that for the period between the date in which the Shares are tendered and the Payment Date, or, in the event of the possible Reopening of Terms, the Payment Date upon Completion of the Reopening of Terms, the Adherents to the Offer may exercise economic rights and corporate rights relating to the Shares, which will remain in the ownership of said Adherents; and
9. that the Offer shall be effective only upon fulfillment of the Offer Conditions, or following waiver thereof by the Bidder, as outlined in Section A, Paragraph A.1 of the Offer Document. In any other event, the Offer shall not be effective and the Shares tendered to the Offer shall remain available to the relevant shareholders, with no charges, costs or expenses on them, by the Trading Day following the date in which the Bidder will disclose failure to effect the Offer.

**AUTHORIZES** this Appointed Intermediary/Deposit Intermediary, with reference to the Shares tendered to the Offer, to directly or indirectly settle the Price by means of:

- (a) crediting on the bank account no. \_\_\_\_\_, IBAN \_\_\_\_\_, at \_\_\_\_\_, in the name of \_\_\_\_\_, of Euro \_\_\_\_\_, representing the Price for no. \_\_\_\_\_ Shares tendered to the Offer for Euro 6.17 (six point seventeen) each; or, alternatively
- (b) a non-transferable cashier's check in the name of \_\_\_\_\_, of Euro \_\_\_\_\_, representing the Price for no. \_\_\_\_\_ Shares tendered to the Offer for Euro 6.17 (six point seventeen) each.

**DECLARES**

1. to be aware that the Offer is directed, on equal terms, to all the holders of the Shares, and is being promoted in Italy and is not being promoted nor disseminated in the United States of America (or directed to "U.S. Persons" as defined pursuant to the U.S. Securities Act dated 1933 as subsequently amended and integrated), Canada, Japan or Australia as well as any other Country other than Italy in which the Offer is not permitted in the absence of the authorization by the competent authorities or other requirements from the Bidder (the "Excluded Countries"), nor by using any communication means or national or international trade means of the Excluded Countries (including, without limitation, postal network, fax, email, phone and internet), nor through any facility of any financial intermediaries of the Excluded Countries, nor in any other way whatsoever (for further information please refer to Section F, Paragraph F.4, of the Offer Document);
2. not to have received and/or sent copies or originals of this Acceptance Form, the Offer Document and/or of any other document connected with the Offer from or to the Excluded Countries in which the Offer is not permitted in the absence of the authorization by the competent authorities and not to have otherwise used, directly or indirectly, in connection with the Offer, the postal network and/or any other means or tool (including, without limitation, postal network, fax, telex, email, phone and internet), or any national or international trade means or the services of any regulated market in the Excluded Countries; and
3. to be outside of the Excluded Countries as Countries in which the Offer is not permitted in the absence of the authorization by the competent authorities at the time of delivering or signing this Acceptance Form.

*Pursuant to Article 13 of the General Data Protection Regulation (EU) 2016/679 (the "GDPR"), Adherents to the Offer are hereby informed that the personal data they have inserted in this request will be processed, including through the use of computer and telematic procedures, for the needs directly related and instrumental to the Offer (collection of the acceptances, verification of their compliance and allocation thereof). Personal data will be processed, as autonomous Data Controllers, each for the purposes connected with and instrumental to its role in the transaction by the Appointed Intermediaries, the Intermediary in Charge of Coordinating the Collection of the Acceptances (UniCredit Bank Gmbh, Milan Branch), the Bidder, the Deposit Intermediaries and the companies identified by them that carry out functional or support activities as necessary for the transaction. The relevant needs represent the legal basis legitimizing the related processing. The provision of personal data is necessary in order to execute this request and, therefore, failure to provide even part of the same shall determine the non-admissibility of such request.*

*With reference to the afore-mentioned processing, the relevant data subject may exercise all the rights expressly attributed under the GDPR by writing to UniCredit Bank Gmbh Milan Branch, Data Protection Office, Piazza Gae Aulenti n. 4, Tower C, 20154 Milan, e-mail: [privacy.unicreditbankag.uc@unicredit.eu](mailto:privacy.unicreditbankag.uc@unicredit.eu).*

Place \_\_\_\_\_, date \_\_\_\_\_

\_\_\_\_\_  
The Adherent or its representative

\_\_\_\_\_  
Stamp and signature of the Appointed Intermediary

The Deposit Intermediary with which this Acceptance Form has been deposited declares, at the time of presentation by the Adherent and under its own responsibility:

- (a) to be the depository of the above-mentioned Shares as the subject matter of this Acceptance Form;
- (b) to perform the required formalities to transfer the Shares to the Intermediary in Charge of Coordinating the Collection of the Acceptances exclusively via Monte Titoli S.p.A., by and no later than the end of the Tender Period (unless extended), or by and no later than the end of the possible Reopening of Terms.

\_\_\_\_\_  
Stamp and signature of the Deposit Intermediary