

## IVECO GROUP N.V.

### SPECIAL VOTING SHARES – TERMS AND CONDITIONS

These terms and conditions will apply to the issuance, allocation, acquisition, holding, repurchase and transfer of special voting shares in the share capital of Iveco Group N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands, having its official seat in Amsterdam, the Netherlands, and its principal office address at Via Puglia 35, 10156, Turin, Italy.

#### 1. DEFINITIONS AND INTERPRETATION

1.1 In these terms and conditions the following words and expressions shall have the following meanings, except if the context requires otherwise:

|                                |  |
|--------------------------------|--|
| <i>Affiliate</i>               | with respect to any specified person, any other person who directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such specified person. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative of the foregoing;  |
| <i>Agent</i>                   | the intermediary or service provider company appointed by the Board from time to time and in relation to the relevant jurisdiction in which Company’s shares are listed for trading. Computershare S.p.A. has been appointed as the first Agent;   |
| <i>Articles of Association</i> | the articles of association of the Company as in effect from time to time;   |
| <i>Board</i>                   | the board of directors of the Company;   |
| <i>Broker</i>                  | the financial institution or broker at which the relevant Shareholder operates his securities account;   |
| <i>Business Day</i>            | a calendar day which is not a Saturday or a Sunday or a public holiday in Italy, the Netherlands or any jurisdiction in which the Company’s shares are listed for trading;   |
| <i>Change of Control</i>       | in respect of any Shareholder that is not an individual ( <i>natuurlijk persoon</i> ): any direct or indirect transfer in one or a series of related transactions as a result of which (i) a majority of the voting rights of such Shareholder, (ii) the <i>de facto</i> ability to direct the casting of a majority of the votes exercisable at general meetings of such shareholder and/or (iii) the ability to appoint or remove a majority of the directors, executive directors or board members or executive officers of such shareholder or to direct the casting of a majority or more of the voting rights at meetings of the board of directors, governing |

body or executive committee of such shareholder has been transferred to a new owner, provided that no change of control shall be deemed to have occurred if (a) the transfer of ownership and/or control is an intra-group transfer under the same parent company, (b) the transfer of ownership and /or control is the result of the succession or the liquidation of assets between spouses or the inheritance, *inter vivos* donation or other transfer to a spouse or a relative up to and including the fourth degree or (c) the fair market value of the Qualifying Common Shares held by such shareholder represents less than twenty percent (20 %) of the total assets of the Transferred Group at the time of the transfer and the Qualifying Common Shares held by such shareholder, in the sole judgment of the Company, are not otherwise material to the Transferred Group or the Change of Control transaction. "Transferred Group" shall mean the relevant shareholder together with its affiliates, if any, over which control was transferred as part of the same change of control transaction within the meaning of the definition of change of control;

***Change of Control Notification***

a notification to be made by a Qualifying Shareholder in respect of whom a Change of Control has occurred, in accordance with the form annexed hereto as Exhibit E;

***CNH Industrial***

CNH Industrial N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands, having its official seat in Amsterdam, the Netherlands, and its principal office address at 25 St. James's Street, London, SW1A 1HA, the United Kingdom.

***Common Shares***

common shares in the share capital of the Company;

***Company***

CNHI DM Holdings N.V., a public company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands, having its official seat in Amsterdam, the Netherlands, and its principal office address at Via Puglia 35, 10156, Turin, Italy;

***Compensation Amount***

has the meaning set out in clause 9;

***Deed of Allocation***

a private deed of allocation (*onderhandse akte van toekenning*) of Special Voting Shares, substantially in the form as annexed hereto as Exhibit B;

***Deed of Withdrawal***

a private deed of repurchase and transfer (*onderhandse akte van inkoop en overdracht*) of Special Voting Shares, substantially in the form as annexed hereto as Exhibit D;

***Demerger***

the demerger pursuant to which CNH Industrial has hived-off its On-Highway Business to the Company;

***De-Registration Form***

a form to be completed by a Shareholder requesting to de-register some or all of his Common Shares from the Loyalty

Register and to move such Common Shares back to the Regular Trading System, substantially in the form as annexed hereto as Exhibit C;

***De-Registration Request***

has the meaning set out in clause 7.1;

***Election Forms***

a form to be completed by a Shareholder requesting the Company to register some or all of his Common Shares in the Loyalty Register, substantially in the form as annexed hereto as Exhibit A

***Issuer's CSD***

The central security depository by which the Common shares are recorded in the book entry system

***Loyalty Register***

the section of the Company's shareholders register reserved for the registration of Common Shares that are Qualifying Common Shares, or are purported to become Qualifying Common Shares after an uninterrupted period of at least three years after registration;

***Loyalty Transferee***

(i) with respect to any Shareholder that is not a natural person, any Affiliate of such Shareholder that is beneficially owned in substantially the same manner (including percentage) as the beneficial ownership of the transferring Shareholder or the beneficiary company as part of a merger of such Shareholder and (ii) with respect to any Shareholder that is a natural person, any transferee of Common Shares following succession or the liquidation of assets between spouses and inheritance or inter vivo donation to a spouse or relative up to and including the fourth degree;

***Power of Attorney***

a power of attorney pursuant to which a Shareholder irrevocably authorizes and instructs the Agent to represent such Shareholder and act on his behalf in connection with any issuance, allocation, acquisition, transfer and/or repurchase of any Special Voting Shares in accordance with and pursuant to these Terms and Conditions, as referred to in clauses 4.3 and 6.1

***Qualifying Common Shares***

(i) Common Shares that have been registered in the Loyalty Register in the name of one and the same Shareholder or its Loyalty Transferees for an uninterrupted period of at least three years and continue to be so registered provided that a transfer of Common Shares to a Loyalty Transferee shall not be deemed to interrupt the three year period referred to in this clause (i); and (ii) Common Shares that have been allotted upon Demerger that have been registered in the Loyalty Register in the name of one and the same Shareholder or its Loyalty Transferees for an uninterrupted period of at least three years, which period is shortened with the period for which the corresponding common shares held in CNH Industrial have been registered in the loyalty register of CNH Industrial prior to the Demerger, and

continue to be so registered provided that a transfer of Common Shares to a Loyalty Transferee shall not be deemed to interrupt the three year period referred to in this clause (ii);

1.2 In these Terms and Conditions, unless the context requires otherwise:

- (a) references to a *person* shall be construed so as to include any individual, firm, legal entity (wherever formed or incorporated), governmental entity, joint venture, association or partnership;
- (b) the headings are inserted for convenience only and shall not affect the construction of this agreement;
- (c) the singular shall include the plural and vice versa;
- (d) references to one gender include all genders; and
- (e) references to times of the day are to local time in the relevant jurisdiction unless otherwise stated.

## **2. PURPOSE OF SPECIAL VOTING SHARES**

The single purpose of Special Voting Shares is to reward long-term ownership of Common Shares and to promote stability of the Company's shareholder base.

## **3. ROLE OF AGENT**

3.1 The Agent shall on behalf of the Company manage, organize and administer the Loyalty Register and process the issuance, allocation, sale, repurchase and transfer of Special Voting Shares. In this respect, the Agent will represent the Company and process and sign on behalf of the Company all relevant documentation in respect of the Loyalty Register and the Special Voting Shares, including - without limitation - deeds, confirmations, acknowledgements, transfer forms and entries in the Company's register of shareholders.

3.2 In accordance with the Power of Attorney (as referred to in clause 4.3), the Agent shall accept instructions from Shareholders to act on their behalf in connection with the issuance, allocation, acquisition, sale, repurchase and transfer of Special Voting Shares.

3.3 The Board shall ensure that up-to-date contact details of the Agent will be published on the Company's corporate website.

## **4. APPLICATION FOR SPECIAL VOTING SHARES - LOYALTY REGISTER**

4.1 A Shareholder may at any time opt to become eligible for Special Voting Shares by requesting the Agent, acting on behalf of the Company, to register all or some of his Common Shares in the Loyalty Register. Such a request (a *Request*) will need to be made by the relevant Shareholder through its Broker, by submitting (i) a duly completed Election Form and (ii) a confirmation from the relevant Shareholder's Broker that such Shareholder holds title to the Common Shares included in the Request.

4.2 A Request may also be made by a Shareholder directly to the Agent, acting on behalf of the Company (i.e. not through the intermediary services of a Broker), provided, however,

that the Agent may in such case set additional rules and procedures to validate any such Request, including - without limitation - the verification of the identity of the relevant Shareholder, the evidence with respect to such Shareholder's title to the Common Shares, included in the Request and the authenticity of such Shareholder's submission.

4.3 Together with the Election Form, the relevant Shareholder must submit a duly signed Power of Attorney, irrevocably instructing and authorizing the Agent to act on his behalf and to represent him in connection with issuance, allocation, acquisition, transfer and repurchase of Special Voting Shares in accordance with and pursuant to these Terms and Conditions.

4.4 The Company and the Agent may establish an electronic registration system in order to allow for the submission of Requests by email or other electronic means of communication. The Company will publish the procedure and details of any such electronic facility, including registration instructions, on its corporate website.

4.5 Upon receipt of the Election Form, the Broker confirmation, if applicable, as referred to in clause 4.1 and the Power of Attorney, the Agent will examine the same and use its reasonable efforts to inform the relevant Shareholder, through his Broker, as to whether the Request is accepted or rejected (and, if rejected, the reasons why) within ten Business Days of receipt of the above-mentioned documents. The Agent may reject a Request for reasons of incompleteness or incorrectness of the Election Form, the Power of Attorney or the Broker confirmation, if applicable, as referred to in clause 4.1 or in case of serious doubts with respect to the validity or authenticity of such documents. If the Agent requires further information from the relevant Shareholder in order to process the Request, then such Shareholder shall provide all necessary information and assistance required by the Agent in connection therewith.

4.6 If the Request is accepted, then the relevant Common Shares will be taken out of the Regular Trading System and will be registered in the Loyalty Register.

4.7 Without prejudice to clause 4.8, the registration of Common Shares in the Loyalty Register will not affect the nature or value of such shares, nor any of the rights attached thereto. They will continue to be part of the class of common shares in which they were issued, and any stock exchange listing or registration with the Italian Companies and Exchange Commission (*Commissione Nazionale per le Società e la Borsa*) shall continue to apply to such shares. Such shares shall be identical in all respects to the Common Shares that are not registered in the Loyalty Register.

4.8 Once Common Shares are included in the Loyalty Register, a Shareholder wanting to trade such shares will need to submit a De-Registration Request as referred to in clause 6.1, in order to move back the relevant Common Shares to the Regular Trading System except that a Shareholder may transfer Common Shares included in the Loyalty Register to a Loyalty Transferee without moving such shares from the Loyalty Register to the Regular Trading System.

4.9 The Company and the Agent will establish a procedure with the Issuer's CSD to facilitate the movement of Common Shares from the Regular Trading System to the Loyalty Register, and *vice versa*.

## **5. ALLOCATION OF SPECIAL VOTING SHARES**

5.1 As per the date on which a Common Share has been registered in the Loyalty Register in the name of one and the same Shareholder or its Loyalty Transferee for an uninterrupted period of three years (the **Qualification Date**), such Common Share will become a Qualifying Common Share and the holder thereof will be entitled to acquire one Special Voting Share in respect of such Qualifying Common Share provided that a transfer of Common Shares to a Loyalty Transferee shall not be deemed to interrupt the three year period referred to in this Clause 5.1.

5.2 In case a Common Share was received upon the Demerger the term of three years as referred to in Clause 5.1 shall be shortened with the period for which the corresponding common shares held in CNH Industrial have been registered in the loyalty register of CNH Industrial prior to the Demerger.

5.3 On the Qualification Date, the Agent will, on behalf of both the Company and the relevant Qualifying Shareholder, process the execution of a Deed of Allocation pursuant to which such number of Special Voting Shares will be allocated to the Qualifying Shareholder as will correspond to the number of newly Qualifying Common Shares.

5.4 Any allocation of Special Voting Shares to a Qualifying Shareholder will be effectuated for no consideration (*om niet*) and be subject to these Terms and Conditions. The par value of newly issued Special Voting Shares will be funded out of, and debited to, the part of the reserves of the Company that is labelled "Special Capital Reserves".

## **6. DE-REGISTRATION – WITHDRAWAL OF SPECIAL VOTING SHARES**

6.1 A Shareholder who is registered in the Loyalty Register may at any time request the Agent acting on behalf of the Company to move back some or all of his Common Shares registered in the Loyalty Register back to the Regular Trading System. Such a request (a **De-Registration Request**) will need to be made by the relevant Shareholder through its Broker, by submitting a duly completed De-Registration Form.

6.2 A De-Registration Request may also be made by a Shareholder directly to the Agent acting on behalf of the Company (i.e. not through the intermediary services of a Broker), provided, however, that the Agent may in such case set additional rules and procedures to validate any such De-Registration Request, including - without limitation - the verification of the identity of the relevant Shareholder and the authenticity of such Shareholder's submission.

6.3 By means of and as per the moment of a Shareholder submitting the De-Registration Form, such Shareholder shall be considered to have waived his rights to cast any votes that accrue to the Special Voting Shares concerned in the De-Registration Form.

6.4 Upon receipt of the duly completed De-Registration Form, the Agent will examine the same and use its reasonable efforts to ensure that the Common Shares as specified in the De-Registration Form will be moved back to the Regular Trading System within three Business Days of receipt of the De-Registration Form.

6.5 Upon de-registration from the Loyalty Register, such Common Shares will no longer qualify as Qualifying Common Shares and the holder of the relevant shares will no longer be entitled to hold the Special Voting Shares allocated in respect thereof and will be bound to offer and transfer such Special Voting Shares to the Company for no consideration (*om niet*).

6.6 The offering and transfer of the Special Voting Shares referred to in clause 6.5 by the relevant Shareholder to the Company and the repurchase and acquisition of such shares by the Company, will be processed by the Agent on behalf of both the Company and the relevant Shareholder, by execution of a Deed of Withdrawal.

6.7 Upon completion of the repurchase of Special Voting Shares as referred to in clauses 7.5 and 7.6, the Company may proceed with the withdrawal and cancellation of such shares or, alternatively, continue to hold such shares as treasury stock.

6.8 If the Company determines (in its discretion) that a Shareholder has taken any action a principal purpose of which is to avoid the application of Article 7 regarding transfer restrictions or Article 8 regarding a Change of Control of such Shareholder, the Company may instruct the Agent to move such Shareholder's shares registered in the Loyalty Register back to the Regular Trading System and such Shareholder shall immediately transfer any Special Voting Shares allocated in respect thereof to the Company for no consideration (*omniet*).

## **7. TRANSFER RESTRICTIONS**

7.1 In view of the single purpose of the Special Voting Shares (as set out in clause 2) and the contingent obligation of a Shareholder to re-transfer his Special Voting Shares to the Company as referred to in clauses 6.5 and 8, no Shareholder shall, directly or indirectly:

- (a) sell, dispose of or transfer any Special Voting Share or otherwise grant any right or interest therein; or
- (b) create or permit to exist any pledge, lien, fixed or floating charge or other encumbrance over any Special Voting Share or any interest in any Special Voting Share.

Notwithstanding the foregoing, upon any transfer of Qualifying Common Shares to a Loyalty Transferee in accordance with the terms hereof, the associated Special Voting Shares shall also be transferred to such Loyalty Transferee.

## **8. CHANGE OF CONTROL**

8.1 Upon the occurrence of a Change of Control in respect of a Qualifying Shareholder or a holder of Common Shares who is registered in the Loyalty Register, such Shareholder must promptly notify the Agent and the Company thereof, by submitting a Change of Control Notification, and must make a De-Registration Request as referred to in clauses 6.1 and 6.2.

8.2 The procedures described in clauses, 6.4, 6.5, 6.6 and 6.7 will apply accordingly to the De-Registration Request submitted pursuant to clause 8.1.

## **9. BREACH, COMPENSATION PAYMENT, PLEDGE**

In the event of a breach of any of the covenants set out in clauses 6.5, 7.1 and 8.1, the relevant Shareholder shall without prejudice to the Company's right to request specific performance, be bound to pay to the Company an amount equal to the Reference Price multiplied by the number of Special Voting Shares that are affected by the relevant breach (the *Compensation Amount*).

The above-mentioned obligation to pay the Compensation Amount shall constitute a penalty clause (*boetebeding*) as referred to in article 6:91 of the Dutch Civil Code. The Compensation Amount payment shall be deemed to be in lieu of, and not in addition to, any liability (*schadevergoedingsplicht*) of the relevant Shareholder towards the Company in respect of the relevant breach - so that the provisions of this clause 9 shall be deemed to be a "liquidated damages" clause (*schadevergoedingsbeding*) and not a "punitive damages" clause (*strafbeding*).

The provisions of article 6:92, paragraphs 1 and 3 of the Dutch Civil Code shall, to the maximum extent possible, not apply.

## **10. LOYALTY REGISTER**

The Agent, acting on behalf of the Company, shall keep the Loyalty Register up to date and shall ensure that the Loyalty Register will be made available for inspection at request made by a Shareholder whose shares are recorded in the Loyalty Register.

## **11. AMENDMENT OF THESE TERMS AND CONDITIONS**

11.1 These Terms and Conditions have been established by the Board on 1 January 2022 and have been approved by the general meeting of shareholders of the Company on 30 December 2021.

11.2 These Terms and Conditions may be amended pursuant to a resolution by the Board, provided, however, that any material, not merely technical amendment will be subject to the approval of the general meeting of shareholders of the Company.

11.3 Any amendment of the Terms and Conditions shall require a private deed to that effect.

11.4 The Company shall publish any amendment of these Terms and Conditions on the Company's corporate website and notify the Qualifying Shareholders of any such amendment through their Brokers.

## **12. COSTS**

All costs of the Agent in connection with these Terms and Conditions, any Power of Attorney and any Deed of Allocation and Deed of Withdrawal, shall be for the account of the Company. Any other costs shall be for the account of the relevant Shareholder.

## **13. GOVERNING LAW, DISPUTES**

13.1 These Terms and Conditions are governed by and construed in accordance with the laws of the Netherlands.

13.2 Any dispute in connection with these Terms and Conditions and/or the Special Voting Shares will be brought before the courts of Amsterdam, the Netherlands.



**EXHIBIT A**  
**ELECTION FORM**

Election Form with regard to Common Shares traded on Euronext Milan (Euronext)

**ELECTION FORM**  
FOR THE REGISTRATION OF COMMON SHARES OF IVECO GROUP N.V. IN THE LOYALTY REGISTER

To: **Computershare S.p.A.**, Via Nizza 262/73, Torino, as Agent for **IVECO GROUP N.V.**

To be advanced by Fax: +39 011 0923241 or by e-mail to "ivecoloyalty@computershare.it".

**Disclaimer**

This **Election Form** shall be completed and signed in accordance with the instructions contained herein, to elect to receive Special Voting Shares in the capital of Iveco Group N.V. (the **Company**).

This Election Form should be read in conjunction with the "Special Voting Shares - Terms and Conditions", which documentation is available on the corporate website of the Company "www.ivecogroup.com". Defined terms in this Election Form will have the meaning as set out in the Special Voting Shares Terms and Conditions, unless otherwise defined herein.

**By submitting this Election Form duly completed and signed to the Agent above, you are hereby electing to obtain Special Voting Shares and the Common Shares for which you elect registration will be registered in the Loyalty Register.**

**1. Data of Electing Shareholder who requests registration of his Common Shares in the Loyalty Register**

Name and surname or Corporate name .....

Date of birth ...../...../..... Place of birth ..... Tax code (CF/ SSN/ ITIN).....

Address or registered seat .....

Tel. .... E-mail .....

(if the signing party acts on behalf of the Electing Shareholder, please fill in the following table including data relating to the signing party)

Name and surname ..... In the quality of .....

Date of birth ...../...../..... Place of birth .....

Tel. .... E-mail .....

**2. Number of IVECO Common Shares in relation to which the registration in the Loyalty Register is requested**

No. of Common Shares ..... Average book value .....

Reference for payment of dividends (bank).....

IBAN / ABA ..... BIC / SWIFT CODE .....

**3. Declaration and Power of Attorney**

The **Electing Shareholder**, through the transmission of this Election Form, duly completed, irrevocably and unconditionally:

- a) **agrees** to be bound by the Special Voting Shares Terms and Conditions, published on the Company's website;
- b) **authorizes** and irrevocably instructs **Computershare S.p.A.** as Agent who act also on behalf of the Company, to represent the Electing Shareholder and act on his/her/its behalf in connection with any issuance, allocation, acquisition, transfer and/or repurchase of any Special Voting Share in accordance with and pursuant to the Special Voting Shares Terms and Conditions;
- c) **accepts** that the IVECO Common Shares as to which registration in the Loyalty Register is requested and the Special Voting Shares will be uncertificated and registered only on the books of the Company.

**4. Governing law and disputes**

This Election Form is governed by and construed in accordance with the laws of the Netherlands. Any dispute in connection with this Election Form will be brought before the courts of Amsterdam, the Netherlands as provided by "Special Voting Shares - Terms and Conditions".

**The Electing Shareholder**

(signature) \_\_\_\_\_

**5. Depository Intermediary**

The Depository Intermediary:

- a) **confirms** the number of IVECO Common Shares owned by the Electing Shareholder at the date of this Election Form;
- b) **accepts** to move the Electing Common Shares to the Company in his Monte Titoli account number 86909<sup>1</sup> for the registration in the Loyalty Register in the Electing Shareholder's name.

Tel. .... E-mail .....

**The Depository Intermediary**

(Stamp and signature) \_\_\_\_\_

Date: .....

**MODULO DI RICHIESTA  
PER LA REGISTRAZIONE DI AZIONI ORDINARIE DI IVECO GROUP N.V. NEL *LOYALTY REGISTER***

A: **Computershare S.p.A.**, Via Nizza 262/73, Torino, quale Agente di **IVECO GROUP N.V.**

Da anticipare via Fax al n. +39 011 0923241 oppure per e-mail a "ivecoloyalty@computershare.it".

**Avvertenze**

Il presente Modulo di Richiesta (il "**Modulo**") deve essere completato e firmato in conformità con le istruzioni qui riportate, al fine di ottenere l'assegnazione di Azioni a Voto Speciale emesse da Iveco Group N.V. (**IVECO** o la "**Società**").  
Il presente Modulo deve essere letto congiuntamente ai "Termini e Condizioni delle Azioni a Voto Speciale (*Special Voting Shares - Terms and Conditions*)", documentazione disponibile sul sito internet di IVECO "www.ivecogroup.com". Nel presente Modulo i termini definiti in lingua inglese avranno lo stesso significato loro attribuito nei "Termini e Condizioni delle Azioni a Voto Speciale (*Special Voting Shares - Terms and Conditions*)", salvo quanto diversamente indicato nel presente Modulo.

**Con la trasmissione del presente Modulo, debitamente compilato e sottoscritto, all'Agente sopra indicato, il Richiedente è legittimato ad ottenere Azioni a Voto Speciale di IVECO e le Azioni Ordinarie oggetto del presente Modulo saranno registrate nel *Loyalty Register*.**

**1. Generalità del Richiedente che richiede la registrazione delle proprie Azioni Ordinarie nel *Loyalty Register***

Cognome e nome o Denominazione .....

Data di nascita .../.../..... Luogo di nascita ..... Cod. Fiscale .....

Residenza o sede legale ..... Indirizzo .....

Tel. .... e-mail .....

(se chi sottoscrive il Modulo agisce in rappresentanza dell'Azionista titolare sopra indicato, riportare le generalità e la qualità del firmatario)

Cognome e nome del firmatario ..... In qualità di .....

Data di nascita .../.../..... Luogo di nascita ..... Cod. Fiscale .....

Tel. .... e-mail .....

**2. Numero di Azioni Ordinarie in relazione alle quali si richiede la registrazione nel *Loyalty Register***

N. azioni ordinarie ..... Prezzo medio di carico ai fini fiscali € .....

Intermediario depositario ..... N. conto titoli .....

Riferimenti per accredito dividendi ..... IBAN .....

**3. Dichiarazioni e impegni dell'Azionista**

Il **Richiedente**, con l'invio del presente Modulo debitamente compilato e sottoscritto, irrevocabilmente e incondizionatamente:

- a) accetta** e conviene di essere vincolato dai "Termini e Condizioni delle Azioni a Voto Speciale (*Special Voting Shares - Terms and Conditions*)", come pubblicati sul sito internet di IVECO;
- b) autorizza** fin d'ora e dà istruzioni a **Computershare S.p.A.**, in qualità di Agente incaricato, che agisce anche in rappresentanza della Società, affinché lo stesso assuma la veste di Suo rappresentante e agisca per Suo conto in connessione con l'emissione, l'assegnazione, l'acquisto, il trasferimento e/o il riacquisto di ogni Azione a Voto Speciale in conformità e ai sensi dei "Termini e Condizioni delle Azioni a Voto Speciale (*Special Voting Shares - Terms and Conditions*)";
- c) prende atto** che le Azioni Ordinarie IVECO di cui è richiesta la registrazione nel *Loyalty Register* e le corrispondenti Azioni a Voto Speciale sono dematerializzate e sono iscritte esclusivamente nei registri della Società.

**4. Legge regolatrice e controversie**

Il presente Modulo è regolato dalla legge olandese e per qualsivoglia controversia ad esso relativa sarà competente il Tribunale di Amsterdam, secondo quanto previsto dai "Termini e Condizioni delle Azioni a Voto Speciale (*Special Voting Shares - Terms and Conditions*)".

**Il Richiedente** (firma) \_\_\_\_\_

**5. Intermediario depositario**

L'Intermediario depositario:

- c) conferma** il numero di Azioni Ordinarie IVECO detenute dal Richiedente alla data del presente Modulo;
- d) accetta** di trasferire dette Azioni ordinarie alla Società sul suo conto Monte Titoli n. 86909<sup>1</sup> per l'iscrizione nel *Loyalty Register* a nome dell'azionista Richiedente.

Tel. .... E-mail .....

**L'Intermediario** (timbro e firma) \_\_\_\_\_

Data: \_\_\_\_\_

**EXHIBIT B**

**DEED OF ALLOCATION**

[insert date]

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**PRIVATE DEED OF ALLOCATION**

relating to the allocation of special voting shares in the capital of  
Iveco Group N.V.

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**PRIVATE DEED OF ALLOCATION OF SPECIAL VOTING SHARES IN THE  
CAPITAL OF IVECO GROUP N.V. ON ACCOUNT OF THE SPECIAL CAPITAL  
RESERVE**

dated [\*]

**PARTIES:**

- (1) [[*insert name*], a company [organised/incorporated] under the laws of [\*], having its office address [\*] (the **Shareholder**)] [OR] [[*insert first name, last name*], born in [city, country] on [date], residing at [address] (the **Shareholder**)]; and
- (2) **Iveco Group N.V.**, a company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands having its official seat in Amsterdam, the Netherlands, and its office address at Via Puglia 35, 10156 Turin, Italy (the **Company**).

**WHEREAS:**

(A) This deed concerns an issue of Special Voting Shares in the share capital of the Company as described in Article 5 of the terms and conditions with respect to the special voting shares published on the website of the Company (www.ivecogroup.com) (the **Special Voting Shares Terms and Conditions**). Capitalized terms used but not defined in this deed will have the meaning as set out in the Special Voting Shares Terms and Conditions.

(B) [\*] [(\*)] of the Shareholder's Common Shares have been registered in the Loyalty Register for an uninterrupted period of three (3) years in accordance with Article 5.1 or for a shortened term pursuant to Article 5.2 the Special Voting Shares Terms and Conditions and therefore such Common Shares have become Qualifying Common Shares as per this date.

(C) Pursuant to this deed, the Company now wishes to issue [\*] [(\*)] Special Voting Shares to the Shareholder (the **Shareholder Special Voting Shares**) in respect of such Shareholder's Qualifying Common Shares.

(D) On [\*], the board of directors of the Company resolved in a resolution (the **Resolution**) to issue [\*] [(\*)] Special Voting Shares in the capital of the Company, with a nominal value of one euro cent (€ 0.01) each for the purposes of the allocation of Special Voting Shares.

(E) The Company and the Shareholder will hereby effect the issue of the Shareholder Special Voting Shares on the terms set out below.

**IT IS AGREED:**

**1. ISSUE**

1.1 The Company hereby issues the Shareholder Special Voting Shares to the Shareholder on the terms set out in the Special Voting Shares Terms and Conditions, the Resolution and in this deed. The Shareholder hereby accepts the Shareholder Special Voting Shares from the Company.

1.2 The Company shall register the Shareholder Special Voting Shares in its shareholders' register and no share certificates shall be issued for the Shareholder Special Voting Shares.

1.3 The Company shall make note of this issuance in the Loyalty Register with the entry of the corresponding Common Shares as they have been registered in the name of the Shareholder.

## **2. OBLIGATION TO PAY**

The Shareholder Special Voting Shares are issued at par and therefore against an obligation to pay in the aggregate of [0.01 x the Shareholder Special Voting Shares] euro (€ [\*]) and will be fully paid up in cash on account of the special capital reserve of the Company.

## **3. RESCISSION**

The Company and the Shareholder waive their right to rescind the agreement contained in this deed or to demand rescission thereof in accordance with Section 6:265 of the Dutch Civil Code.

## **4. GOVERNING LAW**

This deed shall be governed by, and interpreted in accordance with, the laws of the European part of The Netherlands.

**SIGNATURE**

This deed is signed by duly authorised representatives of the parties:

|                                      |   |                         |
|--------------------------------------|---|-------------------------|
| <b>SIGNED</b> by [insert name Agent] | ) | <b>SIGNATURE:</b> _____ |
| for and on behalf of                 | ) |                         |
| [*]                                  | ) |                         |
|                                      | ) |                         |
|                                      | ) |                         |
|                                      | ) |                         |
|                                      | ) | <b>NAME:</b> _____      |

|                         |   |                         |
|-------------------------|---|-------------------------|
| <b>SIGNED</b>           | ) | <b>SIGNATURE:</b> _____ |
| for and on behalf of    | ) |                         |
| <b>Iveco Group N.V.</b> | ) |                         |
|                         | ) |                         |
|                         | ) |                         |
|                         | ) |                         |
|                         | ) | <b>NAME:</b> _____      |



## **EXHIBIT C**

### **DE-REGISTRATION FORM**

De-Registration Form with regard to Common Shares registered through Computershare S.p.A. (previously named Servizio Titoli S.p.A.)

**DE-REGISTRATION FORM  
FOR DE-REGISTRATION OF COMMON SHARES OF IVECO GROUP N.V.  
FROM THE LOYALTY REGISTER**

To: **Computershare S.p.A.**, Via Nizza 262/73, Torino, as Agent for **IVECO GROUP N.V.**  
To be advanced by Fax: +39 011 0923241 or by e-mail to "ivecoloyalty@computershare.it".

**Disclaimer**

This **De-Registration Form** shall be completed and signed in accordance with the instructions contained herein, to request de-registration of Common Shares registered in the Loyalty Register of Iveco Group N.V. (the **Company**). This De-Registration Form should be read in conjunction with the "Special Voting Shares - Terms and Conditions", which documentation is available on the corporate website of the Company "www.ivecogroup.com". Defined terms in this De-Registration Form will have the meaning as set out in the Special Voting Shares Terms and Conditions, unless otherwise defined herein.

**Send the De-Registration Form duly completed and signed to the Agent above.**

**1. Data of Registered Shareholder in the Loyalty Register**

Name and surname or Corporate name .....

Date of birth ...../...../..... Place of birth ..... Tax code (CF/ SSN/ ITIN) .....

Address or registered seat .....

Tel. .... E-mail .....

(if the signing party acts on behalf of the Registered Shareholder, please fill in the following table including data relating to the signing party)

Name and surname ..... In the quality of .....

Date of birth ...../...../..... Place of birth .....

Tel. .... E-mail .....

**2. Number of Common Shares in relation to which the De-Registration from the Loyalty Register is requested**

No. of Common Shares ..... Average book value .....

Depository intermediary to whom crediting the shares .....

ABI ..... CAB ..... Shareholder Security Account ..... MT Account .....

**3. Acknowledgment, representations and undertakings**

The **Registered Shareholder**, through the submission of this De-Registration Form duly completed, irrevocably and unconditionally instructs the Agent **Computershare S.p.A.**, who acts also on behalf of the Company, to credit the above indicated intermediary with the Common Shares to be de-registered, and pursuant the "Special Voting Shares - Terms and Conditions", acknowledges:

- d)** as from the date hereof, the Common Shares included in this De-Registration Form will no longer be registered in the Loyalty Register;
- e)** to be no longer entitled to hold or acquire the Special Voting Shares in respect of the Common Shares included in this De-Registration Form;
- f)** the Agent, who acts also on behalf of the Company, shall transfer to the Company such number of Special Voting Shares as equals the number of Common Shares included in this De-Registration Form for no consideration; and
- g)** as from the date hereof, to the extent you hold Special Voting Shares, you are considered to have waived the voting rights attached to these Special Voting Shares, effected by this De-Registration Form.

**4. Governing law and disputes**

This De-Registration Form is governed by and construed in accordance with the laws of the Netherlands. Any dispute in connection with this Form will be brought before the courts of Amsterdam, the Netherlands as provided by "Special Voting Shares - Terms and Conditions".

**The Registered Shareholder** (signature) \_\_\_\_\_

**The Depository Intermediary** (Stamp and signature) \_\_\_\_\_

Tel: ..... E-mail: .....

Date: .....

**MODULO DI REVOCA  
DELLA REGISTRAZIONE DELLE AZIONI ORDINARIE IVECO GROUP N.V.  
NEL *LOYALTY REGISTER***

A: **Computershare S.p.A.**, Via Nizza 262/73, Torino quale Agente di **IVECO GROUP N.V.**

Da anticipare via Fax al n. +39 011 0923241 oppure per e-mail a "ivecoloyalty@computershare.it".

**Avvertenze**

Il presente Modulo di Revoca (il "**Modulo**") deve essere completato e firmato in conformità con le istruzioni qui riportate, al fine di revocare la precedente richiesta di assegnazione di Azioni a Voto Speciale emesse da Iveco Group N.V. ("**IVECO**" o la "**Società**"). Il presente Modulo deve essere letto congiuntamente ai "Termini e Condizioni delle Azioni a Voto Speciale (*Special Voting Shares - Terms and conditions*)", documentazione disponibile sul sito internet di IVECO "www.ivecogroup.com". Nel presente Modulo i termini definiti in lingua inglese avranno lo stesso significato loro attribuito nei "Termini e Condizioni delle Azioni a Voto Speciale (*Special Voting Shares - Terms and conditions*)", salvo quanto diversamente indicato nel presente Modulo.

**Il presente Modulo deve essere trasmesso, debitamente compilato e sottoscritto, all'Agente indicato in indirizzo.**

**1. Generalità del titolare di Azioni Ordinarie registrate nel *Loyalty Register***

Cognome e nome o Denominazione .....

Data di nascita ...../...../..... Luogo di nascita ..... Cod. Fiscale .....

Residenza o sede legale ..... Indirizzo .....

Tel. .... e-mail .....

(se chi sottoscrive il Modulo agisce in rappresentanza dell'Azionista titolare sopra indicato, riportare le generalità e la qualità del firmatario)

Cognome e nome del firmatario ..... In qualità di .....

Data di nascita ...../...../..... Luogo di nascita ..... Cod. Fiscale .....

Tel. .... E-mail .....

**2. Numero di Azioni Ordinarie per le quali si richiede la revoca della registrazione nel *Loyalty Register* e il trasferimento all'intermediario sottoindicato**

N. azioni ordinarie ..... Prezzo medio di carico ai fini fiscali €.....

Intermediario depositario cui trasferire le Azioni Ordinarie .....

ABI ..... CAB ..... Conto titoli dell'Azionista n.ro ..... N. Conto MT .....

**3. Dichiarazioni, impegni e attestazioni dell'Azionista**

L'**Azionista**, con l'invio del presente Modulo di Revoca, debitamente compilato e sottoscritto, ai sensi dei "Termini e Condizioni delle Azioni a Voto Speciale (*Special Voting Shares - Terms and conditions*)" dà istruzioni irrevocabili e incondizionate a **Computershare S.p.A.**, in qualità di Agente incaricato, che agisce anche in rappresentanza della Società, di trasferire le azioni oggetto del presente Modulo dal *Loyalty Register* all'intermediario depositario sopra indicato e prende atto che:

- d) le Azioni Ordinarie oggetto del presente Modulo non saranno più registrate nel *Loyalty Register*;
- e) egli non potrà più detenere o acquisire le Azioni a Voto Speciale correlate alle Azioni Ordinarie oggetto del presente Modulo;
- f) l'Agente incaricato, che agisce anche in rappresentanza della Società, trasferirà a Iveco Group N.V. le Azioni a Voto Speciale che fossero state assegnate in correlazione alle azioni ordinarie di cui al presente Modulo, senza alcun corrispettivo;
- g) dalla data del presente Modulo di Revoca e fino a quando le Azioni a Voto Speciale restassero ancora registrate al proprio nome, egli sarà considerato rinunciataro del diritto di voto connesso alle suddette Azioni a Voto Speciale.

**4. Legge regolatrice e controversie**

Il presente Modulo è regolato dalla legge olandese e per qualsivoglia controversia ad esso relativa sarà competente la Corte di Amsterdam, secondo quanto previsto dai "Termini e Condizioni delle Azioni a Voto Speciale (*Special Voting Shares - Terms and Conditions*)".

**L'Azionista** (firma) \_\_\_\_\_

**L'Intermediario depositario** (timbro e firma) \_\_\_\_\_

Tel. .... E-mail .....

Data: .....

**EXHIBIT D**

**DEED OF WITHDRAWAL**

**[insert date of execution]**

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**PRIVATE DEED OF REPURCHASE AND TRANSFER**

relating to the repurchase and transfer of Special Voting Shares  
in the capital of Iveco Group N.V.

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**PRIVATE DEED OF REPURCHASE AND TRANSFER OF SPECIAL  
VOTING SHARES IN THE CAPITAL OF IVECO GROUP N.V.**

dated [insert date of execution]

**PARTIES:**

- (1) [All Registered Shareholders listed in Annex A (the *Shareholders* and each Registered Shareholder a *Shareholder*)] [OR] [[insert name], a company [organised/incorporated] under the laws of [insert country], with office address [insert office address] (the *Shareholder*)] [OR] [[insert first name, last name], born in [insert city, country] on [insert date], residing at [insert address] (the *Shareholder*)]; and
- (2) **Iveco Group N.V.**, a company with limited liability (*naamloze vennootschap*) incorporated under the laws of the Netherlands having its official seat in Amsterdam, the Netherlands, and its office address at Via Puglia 35, 10156 Turin, Italy (the *Company*).

**WHEREAS:**

(A) The Shareholder[s] [have acquired such number of Special Voting Shares as is specified in Annex A in relation to such relevant Shareholder] [OR] [has acquired [insert number] Special Voting Shares] by private deed on [insert date], pursuant to and in accordance with the terms and conditions with respect to the special voting shares published on the website of the Company ([www.ivecogroup.com](http://www.ivecogroup.com)) (the *Special Voting Shares Terms and Conditions*). Capitalized terms used but not defined in this deed will have the meaning as set out in the Special Voting Shares Terms and Conditions.

(B) On [insert date], [insert name Agent] acting on behalf of the Company, received a duly completed De-Registration Form with regard to [the number of Common Shares as is specified in Annex A in relation to such relevant Shareholder] [OR] [[insert number] Common Shares of the Shareholder], registered in the Loyalty Register. Pursuant to this deed, the Company and the Shareholder[s] now wish to act upon this request and transfer the corresponding number of Special Voting Shares in the capital of the Company (the *Repurchased Shares*) by means of repurchase for no consideration (*om niet*).

(C) On [insert date], the board of directors of the Company approved and authorised the repurchase of the Repurchased Shares by the Company (the *Resolution*).

(D) The Company and [each of] the Shareholder[s] will hereby effect the repurchase and transfer of the Repurchased Shares for no consideration (*om niet*) in accordance with Section 2:98 and Section 2:86c of the Dutch Civil Code (*DCC*) and the terms set out below.

**IT IS AGREED:****1. REPURCHASE AND TRANSFER**

The Company hereby repurchases [the Repurchased Shares from the Shareholder] [OR] [such number of Repurchased Shares from each of the Shareholders as is specified in Annex A in relation to such relevant Shareholder] on the terms set out in the Special Voting Shares Terms and Conditions, the Resolution and in this deed. [Each of the Shareholders] [OR] [The Shareholder] hereby transfers the relevant Repurchased Shares to the Company for no consideration (*om niet*) and the Company accepts the same.

**2. SHARE TRANSFER RESTRICTIONS**

The transfer of the Repurchased Shares from [each of] the Shareholder[s] to the Company is a transfer in the meaning of Article 4, paragraph 4 of the articles of association of the Company and is therefore approved under the share transfer restriction provision of Article 11 of the articles of association of the Company.

**3. WARRANTY**

3.1 [Each of the Shareholders] [OR] [The Shareholder] warrants to the Company that it is the sole owner of the [relevant number of] Repurchased Shares and has full power, right and authority to transfer such Repurchased Shares to the Company.

3.2 The Company accepts the warranty given in the previous paragraph.

**4. NACHGRÜNDUNG**

Section 2:94c of the DCC does not apply to subject transfer.

**5. RESCISSION**

The Company and [each of] the Shareholder[s] waive their right to rescind the agreement contained in this deed or to demand rescission thereof in accordance with Section 6:265 of the DCC.

**6. ACKNOWLEDGEMENT**

The Company acknowledges the transfer of the Repurchased Shares and shall register the transfer in its shareholders' register.

## **7. GOVERNING LAW**

This deed shall be governed by, and interpreted in accordance with, the laws of the European part of The Netherlands.



**SIGNATURE**

This deed is signed by duly authorised representatives of the parties:

**SIGNED** by ) SIGNATURE: \_\_\_\_\_  
[insert name Agent] )  
for and on behalf of )  
[each of] the Shareholder[s] )  
[listed in Annex A] ) NAME: \_\_\_\_\_

**SIGNED** by ) SIGNATURE: \_\_\_\_\_  
[insert name Agent] )  
for and on behalf of )  
**Iveco Group N.V.** ) NAME: \_\_\_\_\_

**EXHIBIT E**  
**CHANGE OF CONTROL NOTIFICATION**

## CHANGE OF CONTROL NOTIFICATION

### TO NOTIFY IVECO GROUP N.V. OF THE OCCURRENCE OF A CHANGE OF CONTROL RELATING TO THE HOLDER OF COMMON SHARES REGISTERED IN THE LOYALTY REGISTER

Please read, complete and sign this Change of Control Notification in accordance with the instructions contained herein.

This Change of Control Notification should be read in conjunction with the Special Voting Shares Terms and Conditions, which are available on the corporate website of Iveco Group N.V. (the *Company*), [www.ivecogroup.com](http://www.ivecogroup.com). Capitalized terms used but not defined in this notification will have the same meaning as set out in the Special Voting Shares Terms and Conditions.

**Please send the duly completed Change of Control Notification together with a duly completed De-Registration Form, which is available on the corporate website of the Company, [www.ivecogroup.com](http://www.ivecogroup.com), to [insert name Agent].**

#### 1. DECLARATION OF CHANGE OF CONTROL

I hereby declare that a Change of Control has occurred in relation to the undersigned, as holder of Common Shares registered in the Loyalty Register of the Company. This Change of Control Notification is accompanied by the attached duly completed De-Registration Form in relation to all Common Shares as stated under Paragraph 4 of this Change of Control Notification.

#### 2. DATE AND CAUSE OF CHANGE OF CONTROL

Date on which the change of Control occurred.

|             |
|-------------|
| Date: _____ |
|-------------|

Cause of Change of Control.

|       |
|-------|
|       |
| _____ |

### 3. PERSONAL DETAILS OF HOLDER

|   |
|---|
| Name(s) of Holder(s) _____<br>_____   |
| Address: _____<br>_____   |
| City: _____ Zip Code: _____   |
| Country: _____  |
| Capacity, if applicable (full title): _____   |
| Phone number: _____   |
| E-mail address: _____   |
| <p>(This change of control notification must be signed by the registered holder(s) exactly as such name(s) appear(s) in the Loyalty Register of the Company).</p> <p>If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, agent, officer of a corporation or other person acting in a fiduciary or representative capacity, please provide the necessary information above, including full title.</p> |

### 4. NUMBER OF COMMON SHARES REGISTERED IN THE LOYALTY REGISTER

Aggregate number of Common Shares registered in the Loyalty Register of the Company in your name.

|                      |
|----------------------|
| Common Shares: _____ |
|----------------------|

### 5. GOVERNING LAW, DISPUTES

This Change of Control Notification is governed by and construed in accordance with the laws of the Netherlands. Any dispute in connection with this Change of Control Notification will be brought before the courts of Amsterdam, the Netherlands.

**SIGNATURE**

\_\_\_\_\_  
Shareholder's signature

\_\_\_\_\_  
Shareholder's signature

\_\_\_\_\_  
Date

PLEASE RETURN THIS CHANGE OF CONTROL NOTIFICATION TO  
\_\_\_\_\_ *[insert name of Agent]* AT THE BELOW MENTIONED  
ADDRESS

**[INSERT ADDRESS [AND FACSIMILE NUMBER] FOR AGENT]**