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Courtesy translation

Key information pursuant to Article 130 of the Issuers' Regulation concerning the relevant provisions pursuant to Article 122 of the Consolidated Financial Act between Fnac Darty SA and RUBY Equity Investment S.à r.l. relating to Unieuro S.p.A.

The following key information has been further updated pursuant to Articles 128 and 131 of the Issuers' Regulation to reflect the changes in the voting rights relating to the shares subject to the Relevant Provisions (as defined below) and to certain information required by Article 130, paragraph 1, letters b) and c), of the Issuers' Regulation, which have occurred as a result of the settlement of the Sell Out (as defined below) on 18 December 2024, as specified in the Background below.

Below is shown, in bold underlined text, the information added or rephrased with respect to the key information published on 19 November 2024.

Ivry-sur-Seine (France), **20 December** 2024

Pursuant to Article 122 of Legislative Decree no. 58 of 24 February 1998 (the "**Consolidated Financial Act**" or "**CFA**") and Article 130 of the regulation adopted by CONSOB with resolution no. 11971 of 14 May 1999 (the "**Issuers' Regulation**"), Fnac Darty SA ("**Fnac Darty**") and RUBY Equity Investment S.à r.l. ("**Ruby**" or the "**Co-investor**", and, jointly with Fnac Darty, the "**Parties**") hereby disclose the following.

Background

On 16 July 2024, Fnac Darty, on one side, and Ruby, on the other side, entered into an investment agreement (the "**Investment Agreement**") aimed at defining the rights and obligations of Fnac Darty and Ruby in connection with an overall transaction (the "**Transaction**") involving the launch of a voluntary public tender and exchange offer pursuant to Articles 102 and 106, paragraph 4, of the CFA (the "**Offer**") over all the ordinary shares of Unieuro S.p.A. ("**Unieuro**") not already held by the Parties – as disclosed in the Offer document published pursuant to Article 102, paragraph 3, of the CFA on 24 August 2024 – and, upon its successful completion, the contributions in kind of the stakes respectively held by Fnac Darty and Ruby in Unieuro (the "**HoldCo Contributions**") into a company operating under French law ("**HoldCo**"), whose purpose is to hold the Unieuro shares acquired by Fnac Darty and Ruby in connection with the aforementioned Offer and whose share capital – which, as of the date of this key information, is entirely held by Fnac Darty – will be held at 51% by Fnac Darty and at 49% by the Co-investor following such contributions.

More specifically, according to the Investment Agreement, among other things, Fnac Darty and the Co-investor agreed upon:

(i) the characteristic of the Offer, including, *inter alia*, the nature and value of the relevant consideration, the funding of Offer and the conditions precedent to which the Offer is subject; as well as

(ii) the transactions to be carried out, in case certain conditions are fulfilled, following the completion of the Offer, including, among other things, the contribution in kind at a value determined by taking into account the last Offer consideration to HoldCo of all the Unieuro shares which will be held by Fnac Darty and the Co-investor following completion of the Offer, as well as following the fulfilment of the obligation to purchase pursuant to Article 108, paragraph 2, of the CFA (the "**Sell Out**") and the joint procedure for the exercise of the right to purchase under Article 111 of the CFA and the fulfilment of the obligation to purchase pursuant to Article 108, paragraph 1, of the CFA (the "**Joint Procedure**"), if any.

On the same date of 16 July 2024, Fnac Darty and Ruby also entered into a shareholders' agreement (the "**Shareholders' Agreement**" and together with the Investment Agreement, the "**Agreements**"), effective starting from the first payment date of the Offer, aimed, *inter alia*, at defining the governance of HoldCo and Unieuro and setting out certain rules on the transfers of shares in HoldCo.

The Agreements contain certain provisions concerning Unieuro that are relevant pursuant to Article 122 of the Consolidated Financial Act (the "**Relevant Provisions**"), in relation to which the disclosure formalities required by the above-mentioned provision of law and the relevant regulations are carried out, including the drafting of the key information hereunder pursuant to Article 130 of the Issuers' Regulation (the "**Key Information**").

During the tender period, which began on 2 September 2024 and ended on 25 October 2024, no. 13,990,650 ordinary shares of Unieuro were tendered in the Offer, representing (i) 67.1% of the share capital of Unieuro and (ii) 70.2% of the shares subject to the Offer. Due to the fulfillment or waiver, as applicable, of the conditions precedent of the Offer, the Offer became effective and, in accordance with the provisions of Article 40-*bis*, paragraph 1, letter a), of the Issuers' Regulation, the reopening of the tender period for the days of 4, 5, 6, 7, and 8 November 2024 took place. During the reopening of the tender period, no. 4,099,491 ordinary shares of Unieuro were tendered in the Offer, representing (i) 19.66% of the share capital of Unieuro and (ii) 20.56% of the shares subject to the Offer. The transfer of the aforementioned Unieuro shares to the Parties has occurred following the payment of the consideration of the Offer on 1 November 2024, as for the shares tendered during the tender period, and on 15 November 2024, as for the shares tendered during the reopening of the tender period.

During the Sell Out, which began on 18 November 2024 and ended on 11 December 2024, overall no. 634,430 ordinary shares of Unieuro were tendered, representing (i) 3.04% of the share capital of Unieuro and (ii) 34.37% of the total shares subject to the Sell Out. The transfer of these Unieuro shares to the Parties has occurred following the payment of the consideration on 18 December 2024.

Taking into account also the no. 913,412 ordinary shares of Unieuro already held by Fnac Darty prior to the beginning of the tender period, the Parties, jointly considered, have come to hold **directly** a total of no. **19,637,983** ordinary shares of Unieuro, equal to **94.19**% of the share capital. **It should also be noted that HoldCo, as person acting in concert with the Parties for the purposes of the Offer, has made purchases on the market for a total of no. 453,858**

ordinary shares, representing approximately 2.18% of the share capital of Unieuro. Therefore, the Parties and HoldCo, jointly considered, hold as of today a total of no. 20,091,841 ordinary shares of Unieuro, equal to 96.37% of its share capital.

1. Companies whose financial instruments are bound by the Relevant Provisions

Unieuro S.p.A., a joint stock company (*società per azioni*) incorporated under Italian law and registered with the Companies' Register of Forlì-Cesena (Italy) under number 00876320409, having its registered office at Via Piero Maroncelli 10, Forlì (Italy), with share capital equal to Euro 4,169,901.60 divided into 20,849,508 fully paid-in registered shares without nominal value admitted to trading on the regulated market Euronext Milan organised and managed by Borsa Italiana S.p.A.

2. Number and percentage of share capital of financial instruments bound by the Relevant Provisions

The Relevant Provisions relate to no. 20,091,841 ordinary shares of Unieuro, which grant the same number of voting rights and represent 96.37% of the share capital represented by shares with voting rights of Unieuro. The Relevant Provisions will also bound all the ordinary shares of Unieuro that will be held, directly and/or indirectly (also through HoldCo), by Fnac Darty and Ruby following the Joint Procedure, and any other ordinary share of Unieuro held, directly and/or indirectly, by the Parties from time to time.

3. Persons bound by the Relevant Provisions and relevant number and percentage of the share capital of financial instruments of the company bound by the Relevant Provisions held by them

The Agreements (and, therefore, the Relevant Provisions) were entered into by and between:

(i) Fnac Darty SA, a limited company (*société anonyme*) operating under French law and registered with the Créteil Trade and Companies' Register (France) under number 055 800 296, having its registered office at no. 9, rue des Bateaux-Lavoirs, ZAC Port d'Ivry, 94200 Ivry-sur-Seine (France), issuer of shares admitted to trading on the regulated market Euronext Paris, which as of the date of the Key Information is not controlled by any natural or legal person within the meaning of French law, on one side; and

(ii) RUBY Equity Investment S.à r.l., a limited liability company (*société à responsabilité limitée*) operating under the laws of Luxembourg, whose identification number is B222534, having its registered office at 2 Place de Paris, 2314 Luxembourg (Luxembourg), under the control of Mr. Daniel Křetínský within the meaning of the laws of Luxembourg, on the other side.

Pursuant to Article 130, paragraph 1, letter *(c)*, of the Issuers' Regulation, the table below shows the number of shares (and the related voting rights) held by the Parties as of today.

Party	No. of shares and voting rights conferred	% of share capital with voting rights of Unieuro	% of total voting rights related to the shares conferred
Fnac Darty	10,015,371	48.04%	49.85%
Fnac Darty (through HoldCo)	453,858	2.18%	2.26%
Ruby	9,622,612	46.15%	47.89%
TOTAL	20,091,841	96.37%	100%

Moreover:

(a) all the ordinary shares of Unieuro that will be held, directly and/or indirectly (also through HoldCo), both by Fnac Darty and the Co-investor, even as a result of the Joint Procedure, will be bound by the Relevant Provisions.

It should be noted that, according to the Relevant Provisions contained in the Investment Agreement, upon completion of the HoldCo Contributions, 51% of the share capital and voting rights of HoldCo will be held by Fnac Darty (or any of its wholly owned affiliates) and 49% of the share capital and voting rights of HoldCo will be held by Ruby, and

(b) in light of the results of the Offer and the Sell Out, and considering the Relevant Provisions contained in the Shareholders' Agreement, Fnac Darty is the controlling entity of Unieuro pursuant to Article 2359 of the Italian Civil Code and Article 93 of the CFA.

4. Type and content of Relevant Provisions

The Relevant Provisions fall within the scope of Article 122, paragraphs 1 and 5, letters *(b)*, *(c)*, *(d)* and *(d-bis)*, of the Consolidated Financial Act and are summarised below.

4.1 Relevant provisions contained in the Investment Agreement

In accordance with the provisions of the Investment Agreement, the Offer and the overall Transaction have been announced on the date of signing of the same agreement by means of the draft notice pursuant to Article 102, paragraph 1, CFA attached thereto and has been subjected to certain conditions precedent, as reported in the same notice.

Each Party undertook to abstain from carrying out actions that may be prejudicial to the Offer from signing date of the Investment Agreement and the expiry of the 6-month period following the last payment date of the Offer as well as of any Sell-Out and/or Joint Procedure.

4.2 Relevant Provisions relating to the Shareholders' Agreement

4.2.1 Relevant Provisions relating to the governance of HoldCo

Board of directors

The board of directors of HoldCo shall comprise 5 members, 3 of which will be appointed by Fnac Darty and remaining 2 by Ruby. Each party shall also be entitled to appoint up to 2

observers, which shall attend the meetings of the board of directors and shall benefit from the same information rights as the ones granted to the members of the board of directors of HoldCo, without however being entitled to vote within the board of directors.

As regards the functioning of the board of directors of HoldCo, the Shareholders' Agreement envisages, among other things, that:

(i) the term of duration of the office of director and observer is fixed at death, resignation or dismissal;

(ii) the presence *quorum* for the meetings of the board of directors is at least 50% of the members of the board of directors (other than the observers), including, upon first convening only, at least two of the directors appointed by Fnac Darty and one director appointed by Ruby (it being specified that the aforementioned condition shall not apply upon the second convening but only to the extent the board of directors does not resolve on Reserved Matters);

(iii) the decisions of the board of directors shall be taken at a simple majority vote with each director having one vote and, with reference to Reserved Matters (as defined below), the relevant decisions shall be taken by a majority of four directors, with each director having one vote;

(iv) for the entire term of the Shareholders' Agreement, HoldCo shall be managed by a president (*président*) (the "**President**"), within the meaning of article L. 227-6 of the French Commercial Code. The President shall be a member of the board of directors and shall be appointed for a term which may be indefinite.

Decisions of the shareholders of HoldCo

With reference to the decisions of the shareholders of Holdco, the Shareholders' Agreement envisages *inter alia* that:

(i) without prejudice to HoldCo Reserved Matters (as defined below) requiring in each case a unanimous approval, the collective decisions of the shareholders of HoldCo must be adopted by simple majority. The presence quorum for any collective decision of the shareholders' of HoldCo is at least 50% of voting rights (including, upon first convening, Fnac Darty and Ruby, it being specified that the aforementioned condition shall not apply upon the second convening but only to the extent the shareholders of HoldCo do not vote on Reserved Matters);

(ii) in the event the shareholders of HoldCo are called to vote on a resolution relating to HoldCo Reserved Matters that has been approved or rejected by the board of directors of HoldCo, each shareholder of HoldCo undertakes to vote in accordance with the decision made by the board of directors of HoldCo.

4.2.2 Relevant Provisions relating to governance of Unieuro

The Shareholder's Agreement contains certain provisions regarding the governance of Unieuro, which vary depending on whether Unieuro will be delisted or not as a result of the completion of the Offer, including any Sell-Out and/or Joint Procedure.

In case Unieuro remains a listed company after the completion of the Offer, the Shareholders' Agreement establishes that the rules on the composition and functioning of the board of directors of HoldCo contained in the Shareholders' Agreement shall apply *mutatis mutandis* to the board of directors of Unieuro, to the extent legally permitted under Italian law and the governance rules applicable to Unieuro.

In addition to the above, in this scenario, the Shareholders' Agreement sets forth that the Parties shall cause a shareholders' meeting (a) as soon as practicable for the purposes of approving a new version of the by-laws of Unieuro, setting forth new provisions on the election of the board of directors, whereby all the directors except 1 are appointed from the list which obtains the majority of votes and the remaining director is appointed from the unrelated minority list and, (b) as soon as practicable after the effective date of such amendment, for the purposes of appointing a new board of directors composed of nine 9 members as follows:

(i) an aggregate number of 5 directors selected by Fnac Darty, out of which 2 shall qualify as independent directors and 3 shall belong to the less represented gender (irrespective of whether they qualify or not as independent directors);

(ii) an aggregate number of 3 directors selected by Ruby, out of which one 1 shall qualify as independent director and one 1 shall belong to the less represented gender (irrespective of whether she/he qualifies or not as independent director); and

(iii) 1 director selected from the minority list.

The Parties also agreed that:

- the board of directors of HoldCo shall, prior to any meetings of the board of directors of Unieuro, resolve on all matters which are submitted to the board of directors of Unieuro and that would qualify as Unieuro Reserved Matters;
- each Party procures that its representatives at the Unieuro board of directors, in the event the latter is called to resolve on Reserved Matters that has been approved or rejected by the board of directors of HoldCo, shall vote in accordance with the decision made by the board of directors of HoldCo; and
- each Party procures that its representatives at the Unieuro board of directors, in the event the Unieuro board of directors is called to resolve on Reserved Matters that has not been submitted to the board of directors of HoldCo or when the board of directors of HoldCo was not quorate, shall reject the Reserved Matters in question.

4.2.3 Reserved Matters

The Shareholders' Agreement also sets forth (a) that certain matters shall be reserved to the board of directors of HoldCo ("**HoldCo Reserved Matters**") and the boards of directors of both HoldCo and Unieuro ("**Unieuro Reserved Matters**" and, together with the HoldCo Reserved Matters, the "**Reserved Matters**") and (b) that no decision relating to Reserved Matters shall be undertaken/implemented by HoldCo and/or any of its subsidiaries, their management bodies, the President, the relevant CEO and deputy CEOs or resolved upon at any shareholders' meeting of HoldCo and/or any of its subsidiaries, without having obtained the prior approval

of the board of directors of HoldCo (and of Unieuro, in case of Unieuro Reserved Matters) and, to the extent the Reserved Matter in question also falls within the authority of the shareholders of HoldCo (or Unieuro), the prior approval of the latter, it being understood that any communication of confidential information pertaining to Unieuro and its subsidiaries to the members of the board of directors of HoldCo shall occur in compliance with the applicable laws.

HoldCo Reserved Matters include the following:

- any transformation or similar corporate action relating to HoldCo (e.g., amalgamation, demerger, merger, consolidation, spin off, liquidation, dissolution, winding up or commencement of any insolvency or similar proceedings);
- any change in the fundamental nature of activity of HoldCo and its subsidiaries or their economic mode of operations in a way materially affecting their value;
- any changes to HoldCo's share capital, issuance of new securities by HoldCo, or any other transaction that would result in dilution of the shareholders of HoldCo;
- any listing, delisting, or IPO of HoldCo;
- any decisions pertaining to, or resulting in, amendments to HoldCo by-laws that negatively impact the rights of Ruby or any change in the corporate purpose of HoldCo and decisions pertaining to, or resulting in, amendments to the by-laws of the subsidiaries of Unieuro that negatively impact the rights of Ruby;
- any material acquisition of the shares of Unieuro;
- any divestiture or other disposal of (including creation of encumbrances over) any material asset of HoldCo and its subsidiaries (including the securities of Unieuro, and delisting and squeeze out parameters in relation to the securities of Unieuro);
- entry into, or granting by HoldCo of a market standard financial indebtedness or encumbrances for an amount in principal that exceeds (individually or within the series of connected transactions) Euro 250,000 or any non-market standard financial indebtedness or encumbrances (where in the latter, no materiality threshold shall apply);
- entry into any agreement and more generally any transaction inconsistent with the nature of HoldCo as purely holding company holding Unieuro securities only;
- entry by HoldCo into any material agreement contract including a change of control clause;
- entry by HoldCo into any contract or undertaking prohibiting or explicitly restricting the distribution of dividends;
- any related-party transactions entered into by HoldCo for an amount exceeding Euro 25,000 individually or in aggregate Euro 100,000 p.a., including with respect to the allocation of synergies between Unieuro and Fnac Darty;
- any transactions not on arm's length terms and for market value;
- modify the accounting principles as applied by the Group Companies, other than

pursuant to a change in the applicable law or in accordance with the Shareholders' Agreement; and

- any decision in relation to Unieuro Reserved Matters.

Unieuro Reserved Matters include the following:

- any transformation or similar corporate action relating to Unieuro and/or any of its material subsidiaries (e.g., amalgamation, demerger, merger, consolidation, spin off, liquidation, dissolution, winding up or commencement of any insolvency or similar proceedings);
- any substantial change in the perimeter of the group of Unieuro, change in the fundamental nature of activity of Unieuro its subsidiaries or their economic mode of operations in a way materially affecting their value;
- any changes in the share capital of Unieuro and/or of any of its subsidiaries, issuance of new securities by Unieuro and/or by any of its subsidiaries, or any other transaction that to the extent such transaction would result in dilution of the shareholders of HoldCo;
- any listing, delisting, or IPO of Unieuro or any of its subsidiaries;
- any decisions pertaining to, or resulting in, amendments to Unieuro bylaws that negatively impact the rights of HoldCo;
- any acquisition/divestiture or other disposal of material business, or assets, including shares of material subsidiaries, for an amount exceeding, individually or within the series of connected transactions, Euro 25,000,000;
- entry into, or granting by Unieuro or its subsidiaries into of, a market standard financial indebtedness or encumbrances for an amount in principal that exceeds (individually or within the series of connected transactions) Euro 25,000,000 or any non-market standard financial indebtedness or encumbrances (where in the latter case, no materiality threshold shall apply);
- entry by Unieuro or its subsidiaries into any material contract including a change of control clause;
- entry by Unieuro or its subsidiaries into any contract or undertaking prohibiting or explicitly restricting the distribution of dividends;
- any related-party transactions for an amount exceeding individually Euro 100,000 or in the aggregate Euro 500,000 p.a., including with respect to the allocation of synergies between the group of Unieuro and the group of Fnac Darty;
- any transactions not on arm's length terms and for market value; and
- modify the accounting principles as consistently applied by Unieuro and its subsidiaries, other than pursuant to a change in the applicable law or in accordance with the Shareholders' Agreement.

4.2.4 Other governance-related Relevant Provisions

In addition to the above, in connection with the governance of HoldCo and Unieuro, the Parties agreed upon the following:

- the business plan (covering a rolling 5-year period) and the budget of HoldCo will be prepared by the President within the level of details consistent with past practice at Unieuro and will be approved by the board of directors of HoldCo by simple majority. The business plan and the budget of Unieuro and its subsidiaries will be prepared by the CEO of Unieuro and will be approved by the board of directors of HoldCo, subject to any further approvals from the relevant subsidiaries, including Unieuro;
- the controlling shareholder Fnac Darty shall be deemed (i) to control HoldCo from an accounting standpoint, and HoldCo will be fully consolidated in Fnac Darty group's financial statements and (ii) to have the exclusive control over HoldCo from an antitrust perspective;
- Unieuro shall maintain at all times its minimum consolidated leverage ratio within a range consistent with market standards with the view to ensuring a proper allocation of equity capital by the shareholders of HoldCo;
- each Party shall vote and shall cause the directors and members of the board of directors of Unieuro that they have appointed as well as, as regards Fnac Darty, the President and the CEO, to approve, after the end of each financial year, dividend distributions targeting a minimum of 90% of the net free cash flow (*i.e.* the change in cash before any distribution to shareholders or share buy-back, and proceeds from shares issuance) at the level of the group of Unieuro (subject to the distributable amounts), as set out in the Shareholders' Agreement. This dividend ratio will apply to the extent it remains compliant with legal (including Unieuro and Holdco's own corporate interest) and accounting regulations and otherwise shall be reduced but only to the extent strictly necessary to comply with the foregoing.

4.2.5 Relevant Provisions on transfers of HoldCo securities

As a general principle, the Parties agreed, among other things, that they shall not transfer less than all the securities of HoldCo they hold at any point in time (including in case of certain customary free transfers under the Shareholders' Agreement) and, save in case of such customary free transfers, they shall not transfer their HoldCo securities for a consideration other than cash or Fnac Darty shares.

Lock-up obligations

Save for certain cases of exemption, as from the date of settlement of the Offer until 30 June 2028, neither Party is entitled to transfer any of its securities in HoldCo, unless such transfer is a free transfer (within the meaning of the Shareholders' Agreement) or is authorized under the Shareholders Agreement.

Prohibited transfers

During the term of the Shareholders' Agreement, no Party may transfer the HoldCo securities it owns to any sanctioned persons (within the meaning of the same Shareholders' Agreement).

Right of first offer

Subject to (a) certain conditions set out under the same Shareholders' Agreement for the relevant exercise and to (b) the above-mentioned lock-up provisions, in the event a Party intends to transfer its HoldCo securities, other than in the context of a free transfer, the other Party shall benefit from a right of first offer on these HoldCo securities, according to the terms and procedure set forth in the Shareholders' Agreement.

Tag along right

Subject to (a) certain conditions and exceptions set out under the same Shareholders' Agreement and to (b) the above-mentioned lock-up provisions, each Party shall benefit from a tag-along right in the event of any transfer of HoldCo securities by the other Party resulting in a change of control of HoldCo following such transfer, according to the terms and procedure set forth in the Shareholders' Agreement.

Accession to the Shareholders' Agreement

In any case where HoldCo securities are transferred to, or subscribed by, a person which is not already a Party to the Shareholders' Agreement, such transfer or subscription of HoldCo securities may only be completed if the third party potential transferee has signed and delivered to the other Party and HoldCo an accession agreement substantially in the form set out in attachment to the Shareholders' Agreement, prior to such transfer.

4.2.6 Relevant Provisions on anti-dilution and additional funding

Anti-dilution provisions

The Parties agreed that any issuance of new HoldCo securities shall be made at fair market value and that the Parties shall be entitled to simultaneously subscribe the new HoldCo securities *pro rata* to their participation in HoldCo securities existing immediately prior to the date of the such issuance.

Purchase of additional Unieuro securities

Following the completion of the Offer, in the event Unieuro remains listed or if Unieuro securities are held by third parties following a merger (within the meaning set forth under the Investment Agreement), the Parties agreed that any acquisition of additional Unieuro Securities shall be carried out through HoldCo.

4.2.7 Relevant Provisions on liquidity

Shares offer right

The Parties agreed that as from 1 June 2026 and until 31 May 2028, Fnac Darty shall be entitled to propose to purchase the HoldCo securities held by Ruby in exchange for Fnac Darty shares. In this regard, Ruby shall have a right to accept or decline the relevant offer made by Fnac Darty.

Call option right

As from 1 June 2026 and until 31 May 2028, Ruby granted to Fnac Darty an irrevocable option to require Ruby to sell to Fnac Darty all of its HoldCo securities under certain conditions, free

from any encumbrances and with all rights attached.

Drag along right

As from 30 June 2028, subject to certain conditions set out in the relevant provision of the Shareholders' Agreement, including to the aforementioned right of first offer, if a Party receives from a *bona fide* third party an offer for the sale of all its HoldCo securities, such Party may exercise a drag-along right over all HoldCo securities held by the other Party upon the same terms and conditions of the said offer, according to the terms and procedure set forth in the Shareholders' Agreement.

Shoot-out process

As from 1 June 2030, in the event Ruby still owns HoldCo securities, each Party shall be entitled to request to launch a so called "shoot-out" process for exiting from HoldCo, in accordance with certain terms and conditions set forth in the Shareholders' Agreement.

5. Duration of the Relevant Provisions

The Relevant Provisions entered into within the context of the Investment Agreement are effective from the date of its execution and shall terminate on the earlier of:

(i) all Parties agreeing in writing to its termination;

(ii) the end of a ten-year period following execution of the Investment Agreement (it being understood that any provision which is relevant under Article 122 and Article 123 of the CFA shall cease to be effective after the end of a three-year period following execution of the Investment Agreement).

The Relevant Provisions entered into within the context of the Shareholders' Agreement are effective from the first payment date of the Offer (*i.e.* 1 November 2024) and shall terminate on the earlier of:

(i) the date falling: (a) if Unieuro remains listed, on the third anniversary of the date of the Shareholders' Agreement; or (b) if Unieuro is delisted, on the tenth anniversary of the date of the Shareholders' Agreement (it being however agreed that, to the extent strictly required pursuant to Italian laws, any provision of the Shareholders' Agreement that is subject to a maximum duration of 5 years will remain into force for this 5 year duration); or

(i) in respect of a Party only, the date on which such Party ceases to hold any securities in HoldCo or Unieuro.

During the 6-month period before each of the possible expiry dates, the Parties will discuss in good faith the renewal of the Shareholders' Agreement.

6. Other information on the Relevant Provisions

Pursuant to Article 130, paragraph 2, letters *(b)-(e)*, of the Issuers' Regulation, it should be noted that the Relevant Provisions do not provide for:

(i) the setting up of any body for the implementation of the Relevant Provisions themselves;

(ii) penalty clauses or right of withdrawal from them;

(iii) the obligation to deposit the financial instruments subject to the Relevant Provisions with any person other than the relevant holder.

7. Deposit of Relevant Provisions and publication of the Key Information

The Relevant Provisions have been filed on 22 July 2024 with the Companies' Register kept by the Forlì-Cesena Chamber of Commerce, which is territorially competent with regard to Unieuro's registered office, and the Key Information has been published, within the terms provided by law, on Unieuro's website.