

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

**If you are in any doubt about the Offer or the contents of this Offer Document or what action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or other independent financial adviser who is duly authorised under the Financial Services and Markets Act 2000 (as amended) if you are resident in the United Kingdom or, if not, an appropriately authorised independent adviser. The value of Darty Shares and Fnac Shares may go up or down. This communication has not been approved as a financial promotion or otherwise by any person named in it.**

This Offer Document and any documents incorporated into it by reference should be read in conjunction with the accompanying Forms of Acceptance (if you hold Darty Shares in certificated form), which form part of this Offer Document. If you hold Darty Shares in uncertificated form, then if you are a CREST sponsored member you should contact your CREST sponsor, or if you hold Darty Shares through Euroclear France, you should contact your financial intermediary through whom the Darty Shares are held.

This Offer Document should also be read in conjunction with the Prospectus, available to Eligible Darty Shareholders at [www.groupe-fnac.com](http://www.groupe-fnac.com).

If you have sold or otherwise transferred all of your Darty Shares, please send this Offer Document, together with the accompanying reply-paid envelope (for use in the UK only), but not the personalised Forms of Acceptance, at once to the purchaser or transferee or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for delivery to the purchaser or transferee. **However, the foregoing documents must not be distributed, forwarded or transmitted in or into any Restricted Jurisdiction and the Prospectus should not be distributed, forwarded or transmitted (including by custodians, nominees and trustees) in or into the United States.** If you have sold or otherwise transferred some of your Darty Shares, you should retain these documents and consult the stockbroker, bank or other agent through whom the sale or transfer was effected. If you have recently purchased or otherwise acquired Darty Shares in certificated form, notwithstanding receipt of this Offer Document and any accompanying documents from the seller or transferor or the stockbroker, bank or other agent through whom the purchase or transfer was effected, you should contact the Receiving Agent, Computershare Investor Services PLC, to obtain personalised Forms of Acceptance.

This Offer Document contains a proposal which, if implemented, is likely to result in the cancellation of the listing of the Darty Shares on the premium listing segment of the Official List of the UK Listing Authority and on Euronext Paris and of trading in Darty Shares on the London Stock Exchange's market for listed securities and on Euronext Paris.



**Offer**  
for  
**Darty plc**  
by  
**Groupe Fnac S.A.**

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Your attention is drawn to the letter from the Chairman and Chief Executive Officer of Fnac, set out in Part 1 of this Offer Document, and to the Prospectus, which contains further information relating to the Fnac Group, the Darty Group, the Combined Group and the New Fnac Shares. A copy of the Prospectus is available on Fnac's website at [www.groupe-fnac.com](http://www.groupe-fnac.com) until the end of the Offer.

To accept the Offer in respect of certificated Darty Shares, the relevant Form of Acceptance should be completed, signed and returned as soon as possible, and in any event so as to be received by the Receiving Agent, Computershare Investor Services PLC, **by no later than 1.00 p.m. (London time) on 15 July 2016.**

To accept the Offer in respect of uncertificated Darty Shares, acceptance should be made electronically through CREST so that the TTE instruction settles as soon as possible, and in any event **by no later than 1.00 p.m. (London time) on 15 July 2016.** If you are a CREST sponsored member, you should refer to your CREST

sponsor as only your CREST sponsor will be able to send the necessary TTE instruction to Euroclear. If you hold Darty Shares through Euroclear France, you should contact your financial intermediary through whom the Darty Shares are held as soon as possible and in any event **by no later than 13 July 2016**.

**The procedure for acceptance of the Offer is set out in paragraph 21 of Part 1 of this Offer Document and in Sections D and E of Part 2 of this Offer Document and, in respect of certificated Darty Shares, as further described in the Forms of Acceptance accompanying this Offer Document.**

#### **Important notices relating to financial advisers**

N. M. Rothschild & Sons Limited, which is authorised by the PRA and regulated by the FCA and the PRA in the UK, is acting exclusively for Fnac and no one else in connection with the Offer and will not be responsible to anyone other than Fnac for providing the protections afforded to its clients or for providing advice in relation to the Offer or any other matters referred to in this Offer Document.

Ondra LLP, which is authorised and regulated by the FCA in the UK, is acting exclusively for Fnac and no one else in connection with the Offer and will not be responsible to anyone other than Fnac for providing the protections afforded to its clients or for providing advice in relation to the Offer or any other matters referred to in this Offer Document.

Crédit Agricole Corporate and Investment Bank S.A., which is authorised by the ACPR in France and regulated by the AMF, is acting exclusively for Fnac and no one else in connection with the Offer and will not be responsible to anyone other than Fnac for providing the protections afforded to its clients or for providing advice in relation to the Offer or any other matters referred to in this Offer Document.

#### **Disclosure requirements of the City Code**

Under Rule 8.3(a) of the City Code, any person who is interested (directly or indirectly) in 1 per cent. or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 p.m. (London time) on the 10th Business Day following the commencement of the offer period and, if appropriate, by no later than 3.30 p.m. (London time) on the 10th Business Day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to midnight on the day before the deadline for making an Opening Position Disclosure must instead make a dealing disclosure.

Under Rule 8.3(b) of the City Code, any person who is, or becomes, interested (directly or indirectly) in 1 per cent. or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a dealing disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A dealing disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under Rule 8 and have not changed. A dealing disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 p.m. (London time) on the Business Day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3 of the City Code.

Opening Position Disclosures must also be made by the offeree company and by any offeror and dealing disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4 of the City Code).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and dealing disclosures must be made can be found in the Disclosure Table on the Panel's website at

[www.thetakeoverpanel.org.uk](http://www.thetakeoverpanel.org.uk), including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a dealing disclosure.

For the purpose of this section (*Disclosure requirements of the City Code*) and the following section (*Publication on website and availability of hard copies*) of this Offer Document, "Business Day" means a day on which the London Stock Exchange is open for the transaction of business.

### **Publication on website and availability of hard copies**

A copy of this Offer Document and the Prospectus, together with those documents listed in paragraph 12 of Part 4 of this Offer Document and all information incorporated into this Offer Document by reference to another source, are available, subject to certain restrictions relating to persons in Restricted Jurisdictions and the United States, for inspection on Fnac's website [www.groupe-fnac.com](http://www.groupe-fnac.com). For the avoidance of doubt, the content of such website is not incorporated into and does not form part of this Offer Document.

Subject to certain restrictions relating to persons in Restricted Jurisdictions you may request further hard copies of this Offer Document, the Forms of Acceptance and/or any information incorporated into this Offer Document by reference to another source by contacting the Receiving Agent, Computershare Investor Services PLC, at Corporate Actions Projects, The Pavilions, Bridgwater Road, Bristol BS99 6AH or by telephone between 9.00 a.m. and 5.00 p.m. (London time) Monday to Friday (except UK public holidays) on 0370 873 5882 or, if calling from outside the United Kingdom, +44 370 873 5882. In addition, provided you are not located in the United States or in a Restricted Jurisdiction, you may also request a hard copy of the Prospectus by contacting the Receiving Agent in accordance with the above details. You may also request that all future documents, announcements and information to be sent to you in relation to the Offer should be in hard copy form.

### **Rounding**

Certain figures included in this Offer Document have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures that precede them.

### **Overseas Shareholders**

The release, publication or distribution of this Offer Document, the Forms of Acceptance or the Prospectus in jurisdictions other than the United Kingdom and France may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom and France should inform themselves about, and observe, any applicable requirements. In particular, the ability of persons who are not resident in the United Kingdom or France to accept the Offer or to execute and deliver a Form of Acceptance may be affected by the laws of the relevant jurisdictions in which they are located.

This Offer Document has been prepared for the purpose of complying with English law and the City Code and the information disclosed may not be the same as that which would have been disclosed if this Offer Document had been prepared in accordance with the laws of jurisdictions outside the United Kingdom.

Unless otherwise determined by Fnac or required by the City Code, and permitted by applicable law and regulation, the Offer is not being made, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and the Offer is not capable of acceptance from or within a Restricted Jurisdiction. Accordingly, copies of this Offer Document, the Forms of Acceptance or the Prospectus and any accompanying document are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from (including by custodians, nominees and trustees) any Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and persons receiving this Offer Document, the Forms of Acceptance or the Prospectus and any accompanying document (including custodians, nominees and trustees) must not mail or otherwise distribute or send them in, into or from such jurisdictions as doing so may invalidate any purported acceptance of the Offer. The Prospectus must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from (including by custodians, nominees and trustees) the United States.

The availability of the Offer to Darty Shareholders who are not resident in the United Kingdom or France may be affected by the laws of the relevant jurisdictions in which they are resident. Any such person should read paragraph 20 of Part 1, Section D of Part 2 (if such person holds Darty Shares in certificated form) or Section E of Part 2 (if such person holds Darty Shares in uncertificated form) of this Offer Document and inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdiction.

## Notice To US Investors

The Offer is being made for securities of a United Kingdom company and Darty Shareholders in the United States should be aware that the Offer Document and any other documents relating to the Offer have been or will be prepared in accordance with the City Code and United Kingdom disclosure requirements, format and style, all of which differ from those in the United States. Darty's financial statements, and all financial information that is included in the Offer Document, or any other documents relating to the Offer, have been or will be prepared in accordance with IFRS and may not be comparable to financial statements of companies in the United States or other companies whose financial statements are prepared in accordance with US generally accepted accounting principles.

It may be difficult for US holders of shares to enforce their rights and any claims they may have arising under the US federal securities laws in connection with the Offer, since Fnac and Darty are located in countries other than the US, and some or all of their officers and directors may be residents of countries other than the United States. US holders of shares in Fnac or Darty may not be able to sue Fnac, Darty or their respective officers or directors in a non-US court for violations of US securities laws. Further, it may be difficult to compel Fnac, Darty and their respective affiliates to subject themselves to the jurisdiction or judgment of a US court.

The Offer will be made in the US pursuant to Section 14(e) and Regulation 14E under the US Exchange Act as a "Tier II" tender offer, and otherwise in accordance with the requirements of English law, the City Code, the Panel, the London Stock Exchange and the FCA. Accordingly, the Offer will be subject to disclosure and other procedural requirements, including with respect to withdrawal rights, offer timetable, settlement procedures and timing of payments that are different from those applicable under US domestic tender offer procedures and law.

US investors should closely read paragraph 20 of Part 1 as well as Section C of Part 2 of this Offer Document, for further details. In particular, US investors should note that once the Offer is declared unconditional in all respects, Fnac will accept all Darty Shares that have by that time been validly tendered in acceptance of the Offer and will, in accordance with the City Code, settle the relevant consideration for all such accepted Darty Shares within 14 calendar days of such date, rather than the three trading days that US investors may be accustomed to in US domestic tender offers. Similarly, if the Offer is terminated or withdrawn, all documents of title will be returned to shareholders within 14 calendar days of such termination or withdrawal. Notwithstanding the foregoing, Fnac will, to the extent practicable, pay for or return tendered Darty Shares within seven to ten calendar days from the relevant date. A person who makes a valid election to receive, and does in fact receive, New Fnac Shares pursuant to the Offer may not resell such securities without registration under the US Securities Act or without an applicable exemption from registration or in a transaction not subject to registration (including a transaction that satisfies the applicable requirements of Regulation S under the US Securities Act).

The receipt of cash pursuant to the Offer by a US Darty Shareholder may be a taxable transaction for US federal income tax purposes and under applicable US state and local, as well as foreign and other, tax laws. Each Darty Shareholder is urged to consult his independent professional adviser immediately regarding the tax consequences of accepting the Offer.

This Offer Document does not constitute an offer to sell or issue, or the solicitation of an offer to buy or subscribe for, securities in the US. The New Fnac Shares have not been, and will not be, registered under the US Securities Act or the securities laws of any state or jurisdiction in the United States and may not be offered or sold in the US absent registration or an exemption from registration. **Consequently, the Partial Share Alternative of the Third Increased Final Offer and the offer of New Fnac Shares pursuant to the Original Offer referred to in this Offer Document are not being made available, and New Fnac Shares are not being offered, sold or delivered, directly or indirectly, in or into the United States if to do so would constitute a violation of the US Securities Act.**

Neither the SEC nor any US state securities commission has approved or disapproved the Offer, or passed any comment upon the adequacy or completeness of this Offer Document. Any representation to the contrary is a criminal offence in the United States.

Nothing in this Offer Document shall be deemed an acknowledgement that any SEC filing is required or that an offer requiring registration under the US Securities Act may ever occur in connection with the Offer.

**In accordance with, and to the extent permitted by, the City Code, normal UK market practice and Rule 14e-5 under the US Exchange Act, Crédit Agricole Corporate and Investment Bank S.A. and Peel**

**Hunt LLP and their respective affiliates may continue to act as exempt principal traders in Darty Shares on the London Stock Exchange and will engage in certain other purchasing activities consistent with their respective normal and usual practice and applicable law, including Rule 14e-5 under the US Exchange Act. In addition, Fnac and its affiliates may purchase or arrange to purchase Darty Shares otherwise than pursuant to the Offer, such as in open market or privately negotiated purchases. To the extent required to be disclosed in accordance with applicable regulatory requirements, information about any such purchases will be disclosed to the Panel by no later than 12 noon on the next “business day”, as such term is defined in the City Code, and will be available from any Regulatory Information Service, including the Regulatory News Service on the London Stock Exchange website, [www.londonstockexchange.com](http://www.londonstockexchange.com) and will also be available on Fnac’s website. To the extent that such information is required to be publicly disclosed in the United Kingdom in accordance with applicable regulatory requirements, this information will, as applicable, also be publicly disclosed in the United States.**

### **New Fnac Shares**

The New Fnac Shares, which will be issued in connection with the Offer, have not been and will not be registered under any of the relevant securities laws of any Restricted Jurisdiction and no regulatory clearance in respect of the New Fnac Shares has been, or will be, applied for in any jurisdiction other than France. The New Fnac Shares may not be offered, sold or delivered, directly or indirectly, in any Restricted Jurisdiction except pursuant to exemptions from applicable requirements of any such jurisdiction.

A Prospectus relating to the issuance of New Fnac Shares pursuant to the Offer has been published on Fnac’s website at [www.groupe-fnac.com](http://www.groupe-fnac.com). Please note, however, that certain information on Fnac’s website may not be accessible to persons in Restricted Jurisdictions, including the United States. The Prospectus has not been and will not be submitted for approval to any market supervisory authority other than the competent authority of France, the AMF, and will not be passported into any jurisdiction other than the UK. Consequently, no steps may be taken that would constitute or that would result in an offer to the public of New Fnac Shares outside of France and the UK. The distribution of the Prospectus may, in certain jurisdictions, be restricted by law, and the Prospectus may not be used for the purpose of, or in connection with, any offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation. In particular, the Prospectus should not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from (including by custodians, nominees and trustees) the United States under any circumstance.

You must comply with all applicable laws and regulations in force in any jurisdiction in which you purchase or subscribe for New Fnac Shares, or possess or distribute the Prospectus, this Offer Document or the Forms of Acceptance, and must obtain any consent, approval or permission required for the purchase, offer or sale of New Fnac Shares under the applicable laws and regulations in force in any jurisdiction in which any such purchase, offer or sale is made. Fnac is not making an offer to sell the New Fnac Shares or soliciting an offer to purchase any of the New Fnac Shares to any person in any jurisdiction in which such an offer or such solicitation is not permitted.

### **Forward Looking Statements**

This Offer Document contains certain forward looking statements with respect to the financial condition, results of operations and businesses of Fnac and Darty and their respective groups, and certain plans and objectives of Fnac with respect to the Combined Group. All statements other than statements of historical fact are, or may be deemed to be, forward looking statements. Forward looking statements are statements of future expectations that are based on management’s current expectations and assumptions and involve known and unknown risks and uncertainties that could cause actual results, performance or events to differ materially from those expressed or implied in these statements. Forward looking statements include, among other things, statements concerning the potential exposure of Fnac, the Fnac Group, Darty, the Darty Group and/or the Combined Group to market risks and statements expressing management’s expectations, beliefs, estimates, forecasts, projections and assumptions, including as to future potential cost savings, synergies, earnings, cash flow, return on average capital employed, production and prospects. These forward looking statements are identified by their use of terms and phrases such as “anticipate”, “believe”, “could”, “estimate”, “expect”, “goals”, “intend”, “may”, “objectives”, “outlook”, “plan”, “probably”, “project”, “risks”, “seek”, “should”, “target”, “will” and similar terms and phrases.

There are a number of factors that could affect the future operations of Fnac, the Fnac Group, Darty, the Darty Group and/or the Combined Group and that could cause results to differ materially from those expressed in the forward looking statements included in this Offer Document, including (without limitation): (a) changes in

demand for Fnac's and/or Darty's products; (b) currency fluctuations; (c) loss of market share and industry competition; (d) risks associated with the identification of suitable potential acquisition properties and targets, and successful negotiation and completion of such transactions; and (e) changes in trading conditions.

All forward looking statements contained in this Offer Document are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. Readers should not place undue reliance on forward looking statements. Additional risk factors that may affect future results are contained in Fnac's Registration Document for the financial year ended 31 December 2015 (available at [www.groupe-fnac.com](http://www.groupe-fnac.com)) and the Prospectus. These risk factors expressly qualify all forward looking statements contained in this Offer Document and should also be considered by the reader.

Darty's Annual Report and Accounts for the financial year ended 30 April 2015 lists the principal risks and uncertainties to the delivering of Darty's strategy.

Each forward looking statement speaks only as of the date of this Offer Document. None of Fnac and/or the Fnac Group undertakes any obligation to publicly update or revise any forward looking statement as a result of new information, future events or otherwise, except to the extent legally required. In light of these risks, results could differ materially from those stated, implied or inferred from the forward looking statements contained in this Offer Document.

#### **No profit forecasts or estimates**

No statement in this Offer Document (including any statement of estimated synergies) is intended as a profit forecast or estimate for any period and no statement in this Offer Document should be interpreted to mean that cash flow from operations, free cash flow, earnings or earnings per share for Fnac, Darty or the Combined Group, as appropriate, for the current or future financial years would necessarily match or exceed the historical published cash flow from operations, free cash flow, earnings or earnings per share for Fnac or Darty as appropriate.

## TO ACCEPT THE OFFER:

### **If you hold Darty Shares in certificated form:**

If you hold your Darty Shares, or any of them, in certificated form (that is, NOT in CREST), to accept the Third Increased Final Offer in respect of some or all of those Darty Shares, you should complete, sign and return the enclosed green Third Increased Final Offer Form of Acceptance (or, to accept the Original Offer, the enclosed pink Original Offer Form of Acceptance), along with your valid share certificate(s) and/or any other relevant documents of title as soon as possible and, in any event, so as to be received by post by the Receiving Agent, Computershare Investor Services PLC, at Corporate Actions Projects, The Pavilions, Bridgwater Road, Bristol BS99 6AH or by hand (during normal business hours) at The Pavilions, Bridgwater Road, Bristol BS13 8AE **by no later than 1.00 p.m. (London time) on 15 July 2016**. Further details on the procedures for acceptance of the Offer if you hold any of your Darty Shares in certificated form are set out in paragraph 21(A) of Part 1 and Section D of Part 2 of this Offer Document and in the accompanying Forms of Acceptance. A reply-paid envelope for use within the UK only is enclosed for your convenience and may be used by holders of Darty Shares in certificated form in the UK for returning their Form of Acceptance.

### **If you hold Darty Shares in uncertificated form:**

If you hold your Darty Shares, or any of them, in uncertificated form (that is, in CREST), to accept the Third Increased Final Offer (or, alternatively, the Original Offer) in respect of some or all of those Darty Shares, you should follow the procedure for Electronic Acceptance through CREST so that the TTE instruction settles as soon as possible and, in any event, **by no later than 1.00 p.m. (London time) on 15 July 2016**. If you hold your Darty Shares through a CREST sponsored member, you should refer acceptance of the Offer to your CREST sponsor as only your CREST sponsor will be able to send the necessary TTE instruction to Euroclear. Further details on the procedures for acceptance of the Offer if you hold any of your Darty Shares in uncertificated form are set out in paragraph 21(B) of Part 1 and Section E of Part 2 of this Offer Document.

If you hold your Darty Shares through Euroclear France, you should contact your financial intermediary through whom the Darty Shares are held as soon as possible and in any event, by no later than 13 July 2016.

### **Important notice**

**The Offer comprises the Third Increased Final Offer and the Original Offer. You may only accept one of the Third Increased Final Offer or the Original Offer in respect of all or some of your Darty Shares. You may not accept the Third Increased Final Offer in respect of some of your Darty Shares and also accept the Original Offer in respect of some of your Darty Shares. The Increased Offer and the Second Increased Offer are not available for acceptance.**

Unless an exemption under the relevant laws is available, the Partial Share Alternative pursuant to the Third Increased Final Offer and the offer of New Fnac Shares pursuant to the Original Offer are not available to persons receiving or accepting this Offer in the United States or from within a Restricted Jurisdiction, if to do so would constitute a violation of the relevant laws of such jurisdictions. Any Form of Acceptance in an envelope post-marked in the United States or otherwise appearing to have been sent from the United States that includes an election to receive New Fnac Shares or an acceptance of New Fnac Shares (as the case may be) may be treated as an acceptance of cash or rejected as an invalid acceptance of the Offer. Alternatively, Fnac may sell, or arrange for the sale of, New Fnac Shares to which a US Person would otherwise be entitled and remit the cash proceeds of such sale, in pounds sterling and net of expenses, to such US Person.

The Offer shall remain open for acceptance for a minimum of 14 calendar days from the First Closing Date or the date the Offer becomes or is declared unconditional as to acceptances, whichever is later. Not less than 14 calendar days' notice will be given in respect of the closure of any of the Original Offer, the Partial Cash Alternative, the Third Increased Final Offer and/or the Partial Share Alternative.

**IF YOU WISH TO ACCEPT THE OFFER YOU SHOULD SUBMIT YOUR ACCEPTANCE AS SOON AS POSSIBLE AND IN ANY EVENT BY NO LATER THAN 1.00 P.M. (LONDON TIME) ON 15 JULY 2016. YOU ARE ADVISED TO READ THE WHOLE OF THIS OFFER DOCUMENT AND THE PROSPECTUS CAREFULLY.**

**Helpline**

**If you have any questions relating to this Offer Document or the completion and return of either Form of Acceptance, please telephone the Receiving Agent, Computershare Investor Services PLC, between 9.00 a.m. and 5.00 p.m. Monday to Friday (except UK public holidays) on 0370 873 5882 or, if calling from outside the United Kingdom +44 370 873 5882. Calls may be recorded and randomly monitored for security and training purposes. Lines are open from 9.00 a.m. until 5.00 p.m. (London time) Monday to Friday (excluding UK public holidays).**

**Please note that, for legal reasons, the Receiving Agent will only be able to provide you with information contained in this Offer Document and will be unable to give advice on the merits of the Offer or to provide legal, financial or taxation advice on the contents of this Offer Document.**

## EXPECTED TIMETABLE OF PRINCIPAL EVENTS

The dates and terms set forth in the table below in connection with the Offer may change in accordance with the terms and conditions of the Offer as described in this Offer Document. References below and in this Offer Document are to London time (unless otherwise stated).

<u>Event</u>	<u>Expected time/date</u>
Publication of the Prospectus	17 May 2016
Publication and posting of the Offer Document and the Forms of Acceptance	18 May 2016
Proposed date of the Fnac General Meeting	17 June 2016
First Closing Date	1.00 p.m. on 15 July 2016
Anticipated date on which the Offer will become or be declared unconditional in all respects	On or before 5 August 2016
Settlement of consideration to Darty Shareholders who accept the Offer prior to the Offer becoming or being declared unconditional in all respects	No later than 14 calendar days after the Offer becoming or being declared unconditional in all respects
New Fnac Shares to be issued under the Offer begin trading on Euronext Paris	On or shortly after settlement

**The Offer shall remain open for acceptance for a minimum of 14 calendar days from the First Closing Date or the date the Offer becomes or is declared unconditional as to acceptances, whichever is later. Not less than 14 calendar days' notice will be given in respect of the closure of any of the Original Offer, the Partial Cash Alternative, the Third Increased Final Offer and/or the Partial Share Alternative.**

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**PART 1: LETTER TO DARTY SHAREHOLDERS FROM THE CHAIRMAN AND CHIEF EXECUTIVE OFFICER OF GROUPE FNAC S.A.**



*(A société anonyme registered with the Creteil Trade and Companies Registry under identification number 055 800 296)*

**Directors:**

Alexandre Bompard	<i>Chairman and Chief Executive Officer</i>
Patricia Barbizet	<i>Director and Vice Chairman</i>
Carole Ferrand	<i>Director</i>
Alban Gréget	<i>Director</i>
Antoine Gosset-Grainville	<i>Independent Director</i>
Nonce Paolini	<i>Independent Director</i>
Arthur Sadoun	<i>Independent Director</i>
Brigitte Taittinger-Jouyet	<i>Independent Director</i>
Jacques Veyrat	<i>Independent Director</i>

**Registered Office:**

9, rue des Bateaux-Lavoires  
ZAC Port d'Ivry  
94868 Ivry-sur-Seine  
France

18 May 2016

*To: Darty Shareholders and, for information only, participants in the Darty Share Incentive Schemes*

Dear Darty Shareholder,

**Offer for Darty plc by Groupe Fnac S.A.**

**1. Introduction**

On 25 April 2016, the Board of Fnac announced the terms of a final cash offer with a partial share alternative to acquire the entire issued and to be issued share capital of Darty. This followed the joint announcement by the Boards of Fnac and Darty on 20 November 2015 of the terms of an all share offer with a partial cash alternative by Fnac to acquire the entire issued and to be issued share capital of Darty. Both of these offers, referred to in this Offer Document as the "Third Increased Final Offer" and the "Original Offer" respectively, comprise the Offer and are open for acceptance. Details of the Third Increased Final Offer and the Original Offer are set out below. **Please note that the value of the consideration payable pursuant to the Original Offer is, as of the date of this Offer Document, significantly lower than the value of the consideration payable pursuant to the Third Increased Final Offer.**

**Acceptances of the Offer should be received as soon as possible and, in any event, by not later than 1.00 p.m. on 15 July 2016.**

The procedure for acceptance of the Offer is set out in paragraph 21 of this Part 1 and Sections D and E of Part 2 of this Offer Document and, in respect of certificated Darty Shares, is further described in the accompanying Forms of Acceptance.

The attention of Darty Shareholders who are not resident in the United Kingdom or France or who are citizens or nationals of other countries is drawn to paragraph 20 of this Part 1 and to Sections C, D and E of Part 2 of this Offer Document and, in respect of certificated Darty Shares, to the relevant provisions of the Forms of Acceptance.

**The Offer comprises the Third Increased Final Offer and the Original Offer. You may only accept one of the Third Increased Final Offer or the Original Offer in respect of all or some of your Darty Shares. You may not accept the Third Increased Final Offer in respect of some of your Darty Shares and also accept the Original Offer in respect of some of your Darty Shares. The Increased Offer and the Second Increased Offer are not available for acceptance.**

## 2. Third Increased Final Offer

Under the terms of the Third Increased Final Offer (which is subject to the Conditions (including the approval of the Fnac Shareholder Resolution at the Fnac General Meeting expected to be held on 17 June 2016) and further terms summarised below and set out in Section C of Part 2 of this Offer Document), Darty Shareholders are entitled to receive:

**For each Darty Share:                      170 pence in cash**

which, as at the Last Practicable Date, values the entire issued and to be issued share capital of Darty at £914 million.

The Third Increased Final Offer represents a premium of approximately:

- 110 per cent. to the Closing Price of 81 pence per Darty Share on 29 September 2015 (being the last Business Day before the date of Fnac's Possible Offer Announcement);
- 61 per cent. to the value of the Original Offer of approximately 105 pence per Darty Share (based on the Closing Price of €55.6 per Fnac Share on 19 November 2015 (being the last Business Day before the date of the Original Offer Announcement);
- 48 per cent. to the value of the Original Offer of approximately 115 pence per Darty Share (based on the Closing Price of €54.6 per Fnac Share on 22 April 2016 (being the last Business Day before the date of the Third Increased Final Offer Announcement);
- 4 per cent. to the Closing Price of 163 pence per Darty Share on 22 April 2016 (being the last Business Day before the date of the Third Increased Final Offer Announcement); and
- 1 per cent. to the Closing Price of 169 pence per Darty Share on 17 May 2016 (being the Last Practicable Date).

The Third Increased Final Offer includes a Partial Share Alternative, pursuant to which Eligible Darty Shareholders are entitled to elect to receive New Fnac Shares *in lieu* of all or part of the cash which they would otherwise have been entitled to receive pursuant to the terms of the Third Increased Final Offer on the following basis (subject to scaling down in accordance with the terms of the Partial Share Alternative):

**For every:                                      25 Darty Shares held**  
**1 New Fnac Share**

The Partial Share Alternative values each Darty Share at 154 pence based on the Closing Price of €49.0 per Fnac Share on 17 May 2016 (being the Last Practicable Date) and 167 pence based on the volume-weighted average price of one Fnac Share for the 30 calendar days prior to and including the Last Practicable Date (being €53.0).

A maximum number of 8,472,851 New Fnac Shares (representing approximately 51 per cent. of the share capital of Fnac in issue as of the Last Practicable Date) are (save as set out in paragraph 2 of Section C of Part 2 of this Offer Document) available under the Partial Share Alternative, which will be issued to those Eligible Darty Shareholders that make a valid election under the Partial Share Alternative.

Elections under the Partial Share Alternative will (save as set out in paragraph 2 of Section C of Part 2 of this Offer Document) be capable of satisfaction in full in respect of a maximum number of 211,821,286 Darty Shares (representing approximately 40 per cent. of the issued share capital of Darty in issue as of the Last Practicable Date).

### 3. Original Offer

Under the terms of the Original Offer (which is subject to the Conditions (including the approval of the Fnac Shareholder Resolution at the Fnac General Meeting expected to be held on 17 June 2016) and further terms summarised below and set out in Part 2 of this Offer Document), Eligible Darty Shareholders are entitled to receive:

**For every: 37 Darty Shares held,  
1 New Fnac Share**

The Original Offer values each Darty Share at 104 pence and the entire issued and to be issued share capital of Darty at £558 million, in each case based on the Closing Price of €49.0 per Fnac Share on 17 May 2016 (being the Last Practicable Date).

The Original Offer represents:

- a premium of approximately 28 per cent. to the Closing Price of 81 pence per Darty Share on 29 September 2015 (being the last Business Day before the date of Fnac's Possible Offer Announcement); and
- a discount of approximately 38 per cent. to the Closing Price of 169 pence per Darty Share on 17 May 2016 (being the Last Practicable Date).

The Original Offer also includes a Partial Cash Alternative pursuant to which Eligible Darty Shareholders may elect to receive cash *in lieu* of part or all of the New Fnac Shares which such shareholders would otherwise have been entitled to receive pursuant to the terms of the Original Offer (subject to *pro rating* in accordance with the terms of the Partial Cash Alternative). The maximum aggregate amount of the Partial Cash Alternative is €66,686,321<sup>1</sup>, which will be paid to those Eligible Darty Shareholders that make a valid election under the Partial Cash Alternative.

Eligible Darty Shareholders who validly elect to receive an amount of cash pursuant to the Partial Cash Alternative will receive, *in lieu* of each New Fnac Share to which they would otherwise be entitled under the Original Offer, a cash amount equal to 113 pence per Darty Share held, calculated in accordance with the volume-weighted average price of one Fnac Share for the 30 calendar days prior to and including the Last Practicable Date (being €53.0 per Fnac Share) divided by 37 (being the exchange ratio applicable pursuant to the terms of the Original Offer) and applying the average £/€ exchange rate over the same period (being £1.00/€1.2726).

To the extent more elections under the Partial Cash Alternative are received than there is cash available pursuant to the terms of the Partial Cash Alternative, then the amount of cash to be received by Eligible Darty Shareholders shall be scaled down on a *pro rata* basis with the balance of the consideration owed to such Darty Shareholders being satisfied in New Fnac Shares on the basis of 1 New Fnac Share for every 37 Darty Shares held. To the extent such Darty Shareholder is a Restricted Shareholder, Fnac may sell, or arrange for the sale of, such New Fnac Shares to which such Darty Shareholder would otherwise have been entitled and shall remit the cash proceeds of such sale in pounds sterling and net of expenses to such Darty Shareholder. In relation to such sales, Fnac shall seek to obtain the best price reasonably obtainable but shall be under no obligation to achieve a particular price per share.

**The value of the consideration payable pursuant to the Original Offer is, as of the date of this Offer Document, significantly lower than the value of the consideration payable pursuant to the Third Increased Final Offer.**

### 4. Conditions

The Offer is conditional upon the receipt of anti-trust clearance from the French Competition Authority. On 23 March 2016, the French Competition Authority opened Phase II proceedings with a view to investigating a potential redefinition of the market for retail distribution of electronic products, in which Fnac and Darty are both active, to take account of online sales; it is expected that clearance will be received in July 2016. The circumstances in which Fnac may invoke such Condition include where the French Competition Authority seeks to impose remedies, the effect of which, in Fnac's view, would be of material significance for Fnac and/or the Combined Group in the context of the Proposed Acquisition. The invoking of such Condition would be subject to Panel consent.

<sup>1</sup> €95,000,000 calculated by reference to the £/€ exchange rate of £1:€1.4246 on 19 November 2015, being the last Business Day prior to the date of the Original Offer Announcement, and rounded down to the nearest pound.

In addition to the Condition relating to the receipt of anti-trust clearance from the French Competition Authority, the Offer is conditional, among other things, on receipt of valid acceptances in respect of Darty Shares which, together with any Darty Shares that Fnac has acquired (or agreed to acquire), carry in aggregate more than 50 per cent. of the voting rights then normally exercisable at a general meeting of Darty, and the approval of the Fnac Shareholder Resolution at the Fnac General Meeting, expected to be held on 17 June 2016.

The Offer is also conditional (amongst other matters) on the receipt of a confirmation that the application for the admission of the New Fnac Shares to trading on Euronext Paris has been approved, with such admission to become effective on or shortly after the date of issue.

The Original Offer was subject to the satisfaction (or waiver) of the pre-conditions relating to anti-trust clearance in both France and Belgium, or alternatively, by the European Commission. On 17 March 2016, the Belgian Competition Authority unconditionally authorised the combination of Fnac and *Vanden Borre* without the imposition of any remedies, considering that it would not affect competition in Belgium, satisfying the pre-condition relating to Belgian anti-trust clearance. On 21 April 2016, Fnac waived the remaining pre-conditions to the Original Offer.

All the Conditions to the Offer are set out in full in Section A of Part 2 of this Offer Document.

## **5. Darty Shares acquired and Irrevocable Undertakings from Darty Shareholders**

On 26 April 2016, Fnac announced that it had acquired in aggregate 157,415,446 Darty Shares (equating to approximately 29.73 per cent. of the issued share capital of Darty at the close of business on the Last Practicable Date). The highest price paid per Darty Share was 170 pence.

Knight Vinke has provided Fnac with irrevocable undertakings to accept the Third Increased Final Offer (and to elect to receive New Fnac Shares pursuant to the Partial Share Alternative to the fullest extent possible) in respect of 75,974,709 Darty Shares (equating to approximately 14.34 per cent. of the issued share capital of Darty at the close of business on the Last Practicable Date). Further details of the Knight Vinke Undertakings (and the related Knight Vinke Amendment Deeds) are set out in paragraph 7 of Part 4 of this Offer Document.

DNCA has also provided Fnac with an irrevocable undertaking to accept the Third Increased Final Offer (and to elect to receive New Fnac Shares pursuant to the Partial Share Alternative to the fullest extent possible) in respect of 41,141,940 Darty Shares (equating to approximately 7.77 per cent. of the issued share capital of Darty at the close of business on the Last Practicable Date). Further details of the DNCA Undertaking are set out in paragraph 7 of Part 4 of this Offer Document.

Accordingly, Fnac either holds, or has received irrevocable undertakings to accept the Offer in respect of a total of 274,532,095 Darty Shares, equating to approximately 51.84 per cent. of the share capital of Darty in issue on the Last Practicable Date.

The acceptance of the Offer by Knight Vinke and DNCA pursuant to the terms of the Knight Vinke Undertakings (as amended by the Knight Vinke Amendment Deeds) and the DNCA Undertaking respectively will be sufficient to satisfy the Acceptance Condition. Both Knight Vinke and DNCA have undertaken to accept the Offer as soon as reasonably practicable and in any event by no later than seven days before the First Closing Date.

## **6. Irrevocable Undertakings from Fnac Shareholders**

Each of Artemis, DNCA and Vivendi have provided Fnac with irrevocable undertakings to vote in favour of the Fnac Shareholder Resolution at the Fnac General Meeting in respect of, in aggregate, 10,211,046 Fnac Shares. The Vivendi undertaking is conditional upon the completion of the Vivendi Subscription expected on or around 24 May 2016. The Fnac Shares to which such undertakings relate equate to 52.09 per cent. of the voting rights to be exercisable at the Fnac General Meeting following completion of the Vivendi Subscription. In the event that the Vivendi Subscription does not complete prior to the Fnac General Meeting, the voting undertakings provided by Artemis and DNCA will represent 43.62 per cent. of the voting rights to be exercisable at the Fnac General Meeting. Further details of the irrevocable undertakings provided by such Fnac Shareholders are set out in paragraph 8 of Part 4 of this Offer Document.

## 7. Strategic Rationale

The consumer electronics retail landscape has evolved significantly over recent years. Since the early 2000s, it has been materially reshaped by the rise of e-commerce resulting in an increased competitive environment and the disappearance of some leading retail operators, such as, *RadioShack*, *Circuit City*, *Comet* and *Surcouf*. In particular, the market has witnessed the arrival of new online competitors who display a high level of commercial aggressiveness. In this context, consolidation has recently been initiated by traditional retailers to achieve the necessary scale to remain competitive in the sector (e.g., *Dixons/Carphone*, *Darty/Mistergooddeal*, *Carrefour/Rue du Commerce*, *Ldlc/materiel.net*).

In addition to the key headline benefits of the Proposed Acquisition detailed below, the Fnac Board sees the Proposed Acquisition as a means by which Fnac and Darty can proactively address the impact of changing market environments on their respective businesses, positioning the Combined Group as a larger and more diversified business. The Fnac Board considers that the combination of Fnac and Darty would create a compelling retail offering for its customers, and that the Combined Group would be well-positioned to create value for shareholders.

The Proposed Acquisition would notably provide the following benefits to the Combined Group:

### (a) A leader in its key product categories

The Proposed Acquisition would combine French sales of approximately €2.8 billion for Fnac (for the financial year ended 31 December 2015) and €2.8 billion for Darty (for the financial year ended 30 April 2015), creating a leader in the distribution of electronic and editorial goods in France. With overall combined sales of €7.4 billion, the Combined Group would also be a sizeable European player, well within the top 10 players in consumer electronics retailing, alongside players such as *Metro*, *Dixons/Carphone*, *Amazon* and *Expert*.

### (b) A combination of two iconic French brands benefiting customers

The Combined Group would bring together two highly recognised and well-respected brands which benefit from strong levels of customer awareness.

Together, and through the sharing of respective know-how, the Combined Group would be expected to continue to deliver a high quality value proposition to its customers as well as an attractive distribution network for its suppliers. In particular, the Combined Group would benefit from:

- recognised positioning in terms of expertise (particularly cultural expertise);
- knowledgeable and enthusiastic sales staff;
- independence (unbiased advice);
- creativity (encouraging access to culture and innovation); and
- a value-added service and aftersales offering (for example, through Darty's "*Contrat de Confiance*").

### (c) A more diversified and balanced product offering

The Proposed Acquisition would present a more balanced offering, with product categories that present complementary growth and margin profiles. In particular, the Combined Group will combine Fnac's and Darty's presence in brown and grey goods; a sector where growth is underpinned by short innovation cycles. It will also benefit from Fnac's strength in editorial goods and from Darty's leadership in the French white goods market. Margin accretive sales of services and accessories will complete the Combined Group's offering.

The Combined Group would also be expected to serve as a platform for the further development of new product categories as already initiated by both Fnac and Darty. Fnac has expanded its offering to include Games & Toys, Home & Design, Stationery, Smartphones and Connected Devices, which represent 15 per cent. of its annual sales. Equally, Darty has rolled-out its "kitchen offer" in France, where 32 different kitchen models are offered across 71 stores. We also expect the Proposed Acquisition to drive the Combined Group's sales of services and accessories.

### (d) An enhanced omni-channel proposal addressing evolving customer expectations

Customers are increasingly expecting omni-channel, innovative services (e.g., click & collect and same-day delivery).

The Proposed Acquisition would combine strong existing omni-channel capabilities at both Fnac and Darty, including their existing three-hour delivery offering and through dedicated services such as *Click&Mag*, *Click&Collect*, *Connected Store* and Darty's *Le Bouton* (which aims to put customers in contact with after-sales services within two minutes), ensuring a seamless shopping experience between offline and online. The Combined Group would also benefit from Fnac's high traffic website (the #3 e-commerce site in France with 8 million monthly unique visitors), 40 per cent. of which relates to mobile commerce, and the online presence of Darty's physical brands (*Darty*, *Vanden Borre* and *BCC*), as well as Darty's online pure-player, *Mistergooddeal*.

**(e) Improved scale and reach**

The Combined Group would also benefit from an enhanced store presence, across multiple formats (including those based in prime locations in a variety of cities, shopping malls and retail parks outside large cities, together with sites at railway stations and airports), adapted to the density and traffic of each catchment area. The Combined Group would also benefit from broader international exposure, with an enhanced European footprint and a presence spanning 10 countries. In particular, the Combined Group would benefit from Fnac's and Darty's complementary presence in France and Belgium as well as from an attractive local presence of Fnac in Iberia, Brazil, Qatar and the Ivory Coast, and Darty in the Netherlands.

**8. Synergy potential of the Proposed Acquisition**

The Fnac Board believes that the Proposed Acquisition will result in compelling financial benefits to the Combined Group, including total pre-tax synergies of at least €130 million *per annum*. This amount is premised upon Fnac's intention to maintain separate Fnac and Darty brands and commercial concepts following the completion of the Proposed Acquisition. It does not take into account the impact of any remedies that may be imposed by the French Competition Authority.

It is assumed the Proposed Acquisition will complete by no later than September 2016. Under this assumption, approximately 5 per cent. of the synergies would be realised in 2016, rising to at least 50 per cent. in 2017, 90 per cent. in 2018 and 100 per cent. thereafter.

The one-off costs to deliver these savings, including additional capital expenditures, are expected to total approximately €105 million to €110 million.

The aggregate annual amount of synergies of at least €130 million referred to above is expected to be split as follows:

- approximately half of the identified synergies are expected to arise from (i) purchasing synergies in the retail categories of brown goods, grey goods and small domestic appliances in which both Fnac and Darty operate, as well as (ii) revenue synergies derived from cross-selling of editorial products and white goods (in particular through store-in-store initiatives), extending Fnac's ticketing offer within Darty stores in France and Belgium and leveraging on both groups' respective omni-channel capabilities to drive sales growth; and
- approximately half of the identified synergies are expected to arise from other cost synergies, including optimisation of warehousing and transport activities, integration of IT systems, of certain headquarter and support functions within the UK, France and Belgium, and from savings in procured services.

The statements above of estimated synergies relate to future actions and circumstances which inherently involve risks, uncertainties and contingencies. Accordingly, the synergies referred to may not be achieved within the time periods specified or may be achieved in a different form to that which is currently envisaged by the Fnac Board. Part 6 of this Offer Document includes reports in connection with the Quantified Financial Benefits Statement from Ernst & Young and Rothschild, pursuant to the requirements of the City Code. Ernst & Young and Rothschild have given and not withdrawn their consent to the publication of their respective reports in the form and context in which they are included. These statements are not intended to be a profit forecast and should not be interpreted as such.

**9. Financial effects of the Proposed Acquisition on Fnac**

The Proposed Acquisition will create a group with over €7 billion in combined revenues offering a mix of brown, grey and white goods as well as editorial products through a store network of over 620 stores. The Proposed Acquisition is therefore expected to improve the Combined Group's earnings, and create a business with attractive cash flow generation and improved revenue resilience across a more diversified mix of products.

Fnac also believes that the Proposed Acquisition will result in compelling financial benefits to the Combined Group including total pre-tax synergies of at least €130 million *per annum*. As such, the Fnac Board believes that the Proposed Acquisition has the potential for significant value creation for both sets of shareholders.

In addition, as the consideration payable by Fnac under the terms of Proposed Acquisition will be largely financed through debt, the Proposed Acquisition is expected to be accretive to Fnac's recurring earnings per share (which excludes the one-time costs to achieve synergies and expenses related to the transaction and the impact of non-cash items such as the amortisation of intangibles after acquisition) from the first full year following completion of the Proposed Acquisition.

The pro-forma financial information (and auditor's report thereon) set out on pages 243-261 of the Prospectus, which is incorporated into this Offer Document by reference, includes a pro-forma income statement and a pro-forma balance sheet that shows the effect that the Proposed Acquisition could have had on Fnac's consolidated financial position at 31 December 2015 including in respect of the impact of the Proposed Acquisition on Fnac's income, revenue, assets and liabilities as if the Proposed Acquisition had taken effect on 31 December 2015. By its very nature, pro-forma financial information illustrates a hypothetical situation and does not necessarily represent the financial position or performance that would have been observed had the Proposed Acquisition taken place at an earlier date than that envisaged.

Nothing in this paragraph 9 shall be construed as a profit forecast or shall be interpreted to mean that the future earnings per share, profits, margins or cash flows of Fnac will necessarily be greater or less than the historical published earnings per share, profits, margins or cash flows of Fnac.

## 10. Information on Fnac

Fnac is a leading French retail distributor of entertainment and leisure products (including consumer electronics) and a notable player in several other countries in which it operates (e.g. Spain and Portugal), and also has a number of stores across Brazil, Belgium, Switzerland and Morocco.

Fnac offers a wide range of cultural products and consumer electronics, as well as a broad service offering, and ticketing and box office services. Fnac benefits from a large customer base with a core platform of 6.2 million loyalty customers, accounting for more than 60 per cent. of its revenues.

As of 31 December 2015, Fnac's omni-format network included a total of 199 stores (121 of which were located in France). The group's network also includes e-commerce websites, including Fnac.com, the third largest French e-commerce website based on average unique visitors (approximately 8 million unique visitors per month). An established omni-channel player, Fnac's consolidated revenues totaled €3.9 billion in 2015 and it had more than 14,000 employees.

### *Fnac's Current Trading and prospects*

On 21 April 2016, Fnac issued its first quarter trading statement for the period ending 31 March 2016, an extract of which is set out below:

*“Sales up 0.5% at constant exchange rates driven by France (+1.5%)*

- *Continued positive momentum in sales in France (+1.5%)*
- *Consolidated revenues up 0.5% in the 1st quarter 2016 (at constant exchange rates)*
- *Gross margin rate under control*
- *Growing contribution of transformation levers: increased weight of new product categories, sustained growth of the Internet channel and sharp increase in omni-channel sales*

### *1<sup>st</sup> quarter revenues*

	Q1 2016	Change compared with Q1 2015		on a same-store basis
	in €m	reported	at constant exchange rates	
<i>France</i>	601	1.5%	1.5%	1.4%
<i>Iberian Peninsula</i>	149	-1.5%	-1.5%	-2.2%
<i>Brazil</i>	24	-29.3%	-5.6%	-5.6%
<i>Other countries</i>	65	-2.6%	-1.8%	-4.5%
<i>Group</i>	839	-0.6%	0.5%	0.1%

### Highlights of the 1<sup>st</sup> Quarter

The Group's consolidated revenues increased by 0.5% at constant exchange rates. There was a negative exchange rate impact of 1.1%, primarily due to the sharp fall in the Brazilian real against the euro. The Group's consolidated revenues amounted to €839 million in the 1st quarter, or a decrease of 0.6%.

### Continued positive momentum in sales in France

France reported a 1.5% increase in sales, a performance that confirms the positive trend over the last quarters (+0.9% in the 2nd half of 2015, and +0.4% for the full-year 2015).

### Resilience of International operations

Revenues in the Iberian Peninsula were down -1.5% in markets that remained highly competitive. Market conditions in Brazil were extremely tough, against the backdrop of a deterioration in the economic environment. Fnac Brazil, where sales fell by 5.6% over the period (at constant exchange rates), continued to show its resilience thanks to the good performance of the Internet channel. Sales in the Other Countries Region, which includes Switzerland and Belgium, were down -1.8% at constant exchange rates.

### Sustained growth of the Internet channel

The Internet channel experienced strong growth in the 1st quarter, which was primarily driven by Fnac.com and Fnac.be. Omni-channel sales increased sharply in all countries, and amounted to over 50% of the Group's Internet orders. The marketplaces continued to expand, while taking an ever larger share of Internet business volumes. The Group is investing on an ongoing basis in strengthening its omni-channel model. The 2016 roadmap includes the launch of the Swiss e-commerce site, the upgrading of the websites in Spain and Portugal, and the enhancement of the delivery services in France and abroad.

### Continuation of the offer diversification strategy

Sales of new product categories kept on growing at a rapid rate, thanks to effective commercial execution, and to a favorable innovation cycle. New product categories accounted for 16.1% of revenues in the 1st quarter (compared with 13.1% in the 1st quarter of 2015). Fnac continued to gain market share in telephony and connected objects in France. It benefited from its positioning as the benchmark for innovation among specialized retail chains, and from the significant investments made, notably via the roll-out of the Fnac Connect concept across the store network. The launch of the Sports category, which was introduced on the Marketplace in France in late 2015, is promising.

### Acceleration in the expansion of the store network

The expansion of the network under new store formats continued in the 1st quarter with the opening of three franchised proximity stores in France within the Intermarché network. The Group also opened a 2nd franchised store in the Ivory Coast. The store network included 49 stores under new formats at the end of March 2016, in addition to four stores in "new regions" with high potential. In 2016, the Group will accelerate the expansion of its store network, which is a key component of its omni-channel strategy and is targeting around 20 store openings over the fiscal year, primarily under franchise.

### Gross margin rate under control

The Group continued to pursue an aggressive commercial policy on markets that remain highly competitive. Gross margin remained under tight control, thanks to the good management of commercial operations and strengthened collaboration with key suppliers, and therefore recorded a very limited erosion.

### Ongoing cost-cutting drive

The Group continued its policy of improving operational efficiency and cost reduction, in line with its objective to generate between €30 million and €40 million in cost savings over the 2016 fiscal year.

### Strategic partnership with Vivendi

On April 11, Groupe Fnac announced a strategic partnership with Vivendi in the cultural contents, live events, and ticketing fields. This partnership was accompanied by Vivendi's acquisition of a €159 million interest in Fnac via a reserved capital increase. Following this capital increase, which will be submitted for the approval of the shareholders at the Extraordinary General Meeting on May 24, 2016, Vivendi will hold around 15% of Groupe Fnac's share capital and voting rights. Vivendi's investment in Fnac will enable the Group to benefit from additional resources in order to implement its development and external growth plans."

Save as disclosed in this Offer Document, there has been no significant change in the financial or trading position of Fnac since 31 December 2015 (being the end of the financial period for which the latest full year end results of Fnac and the Fnac Group have been prepared).

Fnac will be publishing its half year results to 30 June 2016 on 28 July 2016.

## 11. Information on Darty

Darty is a leading multi-channel service-led electrical retailer operating over 400 stores in three European countries, with a focus on white goods as well as brown and grey. Darty is also the number two electrical retailer in Belgium and the leading multi-channel retailer in the Netherlands via recognised local brands (*Vanden Borre* and BCC respectively).

Darty generated an annual turnover of over €3.5 billion in 2014/15 through the operations of Darty and Mistergooddeal in France, *Vanden Borre* in Belgium and BCC in the Netherlands.

Its ordinary shares are listed with the UK Listing Authority and trade on the market for listed securities on the London Stock Exchange under the symbol DRTY.L. It is also listed on Euronext Paris.

The audited consolidated accounts of Darty for the financial years ended 30 April 2013, 30 April 2014 and 30 April 2015 have been published on [www.dartygroup.com/investor-centre](http://www.dartygroup.com/investor-centre) and are incorporated into this Offer Document by reference to such website in accordance with Rule 24.15 of the City Code.

Darty is assigned a long term issuer rating of BB- by Standard & Poor's. A "Developing" outlook was assigned on 8 December 2015. Prior to that date, Darty was assigned a "Negative" outlook.

### *Darty's Current Trading and prospects*

On 18 February 2016, Darty issued its third quarter trading statement for the period ending 31 January 2016, an extract of which is set out below:

#### *"Summary*

- *Successful Christmas and winter sale periods, with a strong development of click and collect up 53 per cent. at Darty*
- *Continued market outperformance in France with like-for-like sales up 4.4 per cent., positive like-for-like sales in Belgium and a decline in the Netherlands due to new warehouse IT system, which lessened towards the end of the period*
- *'Confiance 4.0' plan on track and delivering strong results in terms of cash, costs, franchises and multi-channel development*
- *Focus on working capital resulted in average net debt for the quarter reducing by nearly €100 million compared to the same quarter last year*

#### *Q3 revenue change (3 months to 31 January)*

	<i>Total**</i>	<i>Like-for-like*</i>
<i>France</i>	<i>2.8%</i>	<i>4.4%</i>
<i>Belgium and the Netherlands</i>	<i>2.1%</i>	<i>(3.8)%</i>
<i>Total</i>	<i>2.6%</i>	<i>2.7%</i>

\* *excluding [Mistergooddeal.com](http://Mistergooddeal.com)*

\*\* *including [Mistergooddeal.com](http://Mistergooddeal.com)*

*Régis Schultz, Chief Executive, commented:*

*"Despite events in Paris we performed well over Christmas and the winter sale period with a competitive offer and good product availability. Through the continued efforts of all our teams and the improvements made in the business over recent years we continued to outperform the market in France with Darty's like-for-like sales up 4.4 per cent, and Belgium delivered a third successive quarter of positive like-for-like sales.*

*“The Group is moving at pace on our ‘Confiance 4.0’ plan with continuation of our multi-channel and franchise growth, cost initiatives and an improving cash position.”*

#### *Darty Group*

*Total Darty Group revenue was up 2.6 per cent and up 4.0 per cent excluding Mistergooddeal.com. Like-for-like sales increased by 2.7 per cent. We saw positive sales in all major product categories apart from multi-media, where the market remained weak. Sales were particularly strong in communication and we saw a second quarter of positive vision sales.*

*Our web-generated sales continued to grow, up 12 per cent excluding Mistergooddeal.com, now representing 16 per cent of total product sales. Underlying group gross margin was down around 40 basis points for the period with a less favourable product mix than earlier in the year. Mistergooddeal.com then had a positive impact of around 20 basis points and there was a dilutive impact of around 30 basis points from the franchise business.*

#### *France*

*Darty excluding Mistergooddeal.com continued to outperform the market, with total revenue up 4.5 per cent and like-for-like sales up 4.4 per cent. We were well prepared for and traded well over the Christmas and winter sale periods, with a wide range and good availability of products. Whilst footfall in stores reduced, conversion rates improved. As a result of our good social relations we were one of the first retailers able to open additional stores on a Sunday, with those opened in Paris seeing double digit sales growth.*

*Darty’s web-generated sales represented over 16 per cent of total product sales. This was driven by a 53 per cent growth in click and collect sales, which reached a record 64 per cent of web sales on Christmas Eve. We also saw a best ever Sunday trading on Darty.com during the Black Friday weekend and a record 1.4 million visits to Darty.com on the first day of the winter sale.*

*Overall gross margin for France was down around 60 basis points, with underlying gross margin down around 50 basis points. We continued to grow the profitable franchise business with a further 7 openings to total 59 in France, which had a dilutive impact of around 40 basis points on gross margin. Mistergooddeal.com had a positive impact of around 20 basis points on gross margin and whilst its revenue remains under pressure the business is breakeven.*

#### *Belgium and the Netherlands*

*At Vanden Borre in Belgium and BCC in the Netherlands overall revenue was up 2.1 per cent and like-for-like sales were down 3.8 per cent. Web-generated sales continued to grow strongly, up over 8 per cent, to over 14 per cent of total product sales. Overall gross margin was up around 10 basis points.*

*Vanden Borre delivered a third successive quarter of positive like-for-like sales, with strong web sales, but continued to see some small gross margin pressure from competitive market conditions.*

*Gross margin again improved at BCC. Revenue however continued to see some disruption from the implementation of a new warehouse IT system, which lessened towards the end of the period.*

#### *Financial position*

*Our cash enhancement programme continued to deliver an improvement in working capital with average net debt for the quarter reducing by nearly €100 million compared to the same quarter last year, resulting in the Group’s €225 million revolving credit facility being undrawn (31 January 2015: €150 million drawn). Our objective remains to reduce average net debt by at least €50 million for the year compared to the prior year and to reduce year end net debt by around €40 million compared to the prior year end.”*

## **12. Intentions with regard to the business, employees and pension scheme(s) of Darty and the Combined Group**

The Fnac Board intends to separately maintain the existing brands, commercial concepts and store networks of both Fnac and Darty. However, in order to achieve the expected benefits of the Proposed Acquisition, including

the operating cost synergies identified in paragraph 8 of this Part 1, and as further described in Part 6 of this Offer Document, it will be necessary to undertake a detailed assessment of the Darty Group following the Effective Date.

The Original Offer was recommended by the Darty Board. Nevertheless, as the Original Offer was pre-conditional and due to Darty's publicly expressed concerns as to the deliverability of the Original Offer, Fnac has, to date, been provided with extremely limited access to Darty's management or internal Darty data to support the quantification of any potential merger benefits of the Proposed Acquisition. Additionally, no such information has been provided to Fnac following the Conforama Original Offer Announcement. Therefore Fnac has only been able to assess the synergy opportunities of the Proposed Acquisition from its own knowledge, industry information and publicly available data. There are additional procedures which Fnac could have performed, if it had had access to Darty management and Darty data, which Fnac believes would have further corroborated or informed the estimated synergy benefits which are described in this Offer Document. However, due to the lack of access and provision of information, it has not been possible to perform these procedures.

Accordingly, a preliminary review, based solely on publicly available information, has commenced but can only be completed once Fnac is able to access detailed information relating to the Darty Group.

The preliminary synergy work carried out to date by Fnac has confirmed the potential to generate revenue synergies as well as cost savings for the Combined Group by the consolidation of procurement as well as corporate and back office functions, operational support functions, IT and logistics activities. In particular, based on a preliminary review, and without access to detailed information relating to the Darty Group, it is expected that:

- improvements to procurement activities will be sought following in-depth dialogue with the suppliers of the Combined Group. In particular, it is expected that Darty's Asian sourcing platform will be leveraged in order to source certain Fnac products;
- revenue synergies may be achieved from the cross-selling of editorial products and white goods, extending Fnac's ticketing offer, and leveraging both group's omni-channel capabilities in order to drive online and offline sales;
- certain country headquarters and IT functions may be consolidated. In particular, it is anticipated that the Darty head office function in London may no longer be required and may be closed and that the Belgian headquarters of both groups may be consolidated; and
- certain logistics activities, including warehousing and the indirect procurement activities of the Combined Group's stores may be consolidated.

No detailed plan has yet been designed to address headcount evolution arising from the integration of the support and back office functions following the Effective Date nor shall any decision be definitively taken until Fnac has gone through the necessary consultation and information sharing processes required by French law following the Effective Date. Any headcount reduction which Fnac determines should be required, following access to detailed information relating to the Darty Group, is expected to be mainly as a result of the consolidation of shared corporate functions. It is not yet possible to determine whether affected roles would affect existing Darty or Fnac personnel and it is Fnac's intention to seek to identify the best and most appropriate individuals from the Combined Group's total workforce in making new appointments, recognising that the employees of both Fnac and Darty can add value to the Combined Group. The Fnac Board currently expects to announce its integration plans shortly after completion of the Proposed Acquisition following a detailed review of the Darty business. Fnac intends to fully comply with its legal obligations when undertaking the review and implementation of any headcount reduction, including, but not limited to, consulting with employees, employee representatives, works council and all other relevant authorities and unions.

Notwithstanding the above, the Fnac Board wishes to emphasise that further analysis is required before its integration plans can be finalised and it is expected that this will only be able to occur following the Effective Date. Subject to completion of a detailed review and to the information set out above, Fnac does not currently intend to change Darty's principal places of business or to redeploy the fixed assets of the Darty Group.

The Fnac Board has not carried out an assessment of the potential merger benefits relating to capital expenditure, working capital and tax or financing costs or the implications of any benefits achievable.

Fnac does not intend the Proposed Acquisition to have an impact on the level of Darty's contributions (namely, deficit recovery contributions) currently payable to the Darty Pension Scheme prior to completion of its next triennial valuation process (to be concluded within 15 months of 31 March 2016), after which a new deficit recovery plan will be agreed with the trustees of the Darty Pension Scheme, or on the benefits previously accrued and payable under that scheme. The Darty Pension Scheme is already closed to new members and to future accrual of benefits. In addition, Fnac will provide a guarantee from an appropriate entity on terms no less favourable than the terms of the current Darty Pension Scheme guarantee and put in place information sharing arrangements on similar terms to Darty's current arrangements.

### **13. Financing**

Fnac intends to finance the cash consideration payable to Darty Shareholders pursuant to the terms of the Offer with third party debt.

Fnac has entered into the Senior Facilities Agreement with Crédit Agricole, Société Générale and Natixis. The Senior Facilities Agreement comprises both a revolving credit facility and a bridge term loan facility and has been entered into in connection with the financing of the cash component of the consideration to be offered pursuant to the Offer. The terms of the Senior Facilities Agreement (as amended) will also allow Fnac and Darty to refinance their respective existing indebtedness and will provide on-going working capital for the Combined Group following completion of the Proposed Acquisition.

It is intended that the new revolving credit facility will be used for general corporate purposes, including the refinancing of the existing revolving credit facilities of each of Fnac and Darty respectively. The new revolving credit facility shall not be applied towards the financing of the cash component of the consideration to be offered pursuant to the Offer.

It is intended that the bridge term loan facility will be used to finance the cash component of the consideration to be offered pursuant to the Proposed Acquisition. It may also be applied towards refinancing the €250 million of 5.875 per cent. senior notes due 2021, issued by *Darty Financements S.A.S.* (an affiliate of Darty) on 28 February 2014.

Fnac has also entered into an agreement which is supplemental to the Senior Facilities Agreement described above in order to refinance the acquisition of Darty Shares made on or prior to 26 April 2016.

The documentation entered into in connection with the financing of the cash component of the consideration being offered pursuant to the Offer, and of the Combined Group following completion of the Proposed Acquisition, is available on the Fnac website at [www.groupe-fnac.com](http://www.groupe-fnac.com). Further details relating to such documentation are set out in paragraph 5 of Part 4 of this Offer Document.

Rothschild, as financial adviser to Fnac, is satisfied that resources are available to Fnac sufficient to satisfy full acceptance of the Offer.

### **14. Darty Share Incentive Schemes**

The Offer extends to any Darty Shares which are unconditionally allotted or issued whilst the Offer remains open for acceptance as a result of the exercise of options or other awards granted under the Darty Share Incentive Schemes.

Fnac will make appropriate proposals in due course to participants in the Darty Share Incentive Schemes which will be conditional on the Offer becoming or being declared unconditional in all respects.

### **15. Dividends**

If any dividend (or other distribution) is paid or becomes payable by Darty to Darty Shareholders, Fnac will make an equivalent reduction to the offer consideration payable pursuant to the Third Increased Final Offer and, save in respect of future dividends in the ordinary course, Fnac reserves the right to make an equivalent reduction to the offer consideration payable pursuant to the Original Offer.

Under the terms of the Offer, relevant Darty Shareholders are entitled to receive and retain future dividends in the ordinary course prior to the Effective Date.

## **16. Fnac Prospectus**

Fnac is required to publish the Prospectus in connection with the issue of New Fnac Shares pursuant to the Offer. The Prospectus, which has been published and passported into the United Kingdom and is available in English to Eligible Darty Shareholders on [www.groupe-fnac.com](http://www.groupe-fnac.com), contains information relating to the Fnac Group, the Darty Group, the Combined Group and the New Fnac Shares. Darty Shareholders (other than those Darty Shareholders located in the United States or a Restricted Jurisdiction) who wish to receive a hard copy of the Prospectus should contact the Receiving Agent, Computershare Investor Services PLC at Corporate Actions Projects, The Pavilions, Bridgwater Road, Bristol BS99 6AH or by telephone between 9.00 a.m. and 5.00 p.m. Monday to Friday (except UK public holidays) on 0370 873 5882 (or from outside the United Kingdom on +44 370 873 5882). Darty Shareholders should carefully read the terms of the Prospectus before determining whether to elect to receive New Fnac Shares pursuant to the terms of the Partial Share Alternative of the Third Increased Final Offer or New Fnac Shares pursuant to the terms of the Original Offer. Please note, however, that certain information on Fnac's website may not be accessible to persons in Restricted Jurisdictions, including the United States.

## **17. Admission of New Fnac Shares**

The Offer is conditional on Fnac receiving a confirmation that the application for the admission to trading of the New Fnac Shares on Euronext Paris has been approved. This Condition is set out at Condition (g) in Section A of Part 2 of this Offer Document and cannot be waived.

It is anticipated that Fnac will submit an application for the admission of the New Fnac Shares to trading on Euronext Paris prior to the Effective Date. It is expected that the admission of New Fnac Shares to trading on Euronext Paris will become effective on or shortly after their issue.

## **18. Compulsory acquisition, delisting and re-registration**

If Fnac receives acceptances of the Offer in respect of, and/or otherwise acquires, both 90 per cent. or more in value of the Darty Shares to which the Offer relates and 90 per cent. or more of the voting rights carried by those shares, and assuming that all of the other Conditions of the Offer have been satisfied or waived (if capable of being waived), Fnac intends to apply the provision of sections 974 to 991 of the Act to compulsorily acquire any outstanding Darty Shares to which the Offer relates and in respect of which the Offer has not been accepted. Any Darty Shares compulsorily acquired will be acquired on the same terms as the Offer.

If the Offer becomes or is declared unconditional in all respects and Fnac has, by virtue of its shareholdings and acceptances of the Offer, acquired Darty Shares carrying 75 per cent. or more of the voting rights of Darty, it is further intended that an application will be made to the London Stock Exchange for the cancellation of the trading of Darty Shares on its main market for listed securities and the UK Listing Authority will be requested to cancel the listing of Darty Shares on the premium listing segment of the Official List.

It is anticipated that the cancellation of Darty's listing on the premium listing segment of the Official List and admission to trading on the London Stock Exchange's main market for listed securities will take effect no earlier than 20 Business Days following the later of the date on which the Offer becomes or is declared unconditional in all respects or, provided Fnac has, by virtue of its shareholdings and acceptances of the Offer, acquired Darty Shares carrying 75 per cent. or more of the voting rights of Darty, the date on which Fnac has made an announcement of that fact.

Share certificates in respect of Darty Shares held by Darty Shareholders who accept the Offer will cease to be valid following the Effective Date.

In addition, entitlements held within the CREST system in respect of Darty Shares held by Darty Shareholders who accept the Offer will be cancelled on the first Business Day following the Effective Date.

Fnac also intends to procure that Darty applies for the cancellation of the trading in Darty Shares on Euronext Paris as well as the listing of Darty Shares on the regulated market for listed securities of Euronext Paris in accordance with the Euronext Rule Book.

As soon as possible after the cancellation of the trading of Darty Shares on the London Stock Exchange's main market for listed securities and the cancellation of the listing of Darty Shares on the premium listing segment of the Official List, it is intended that Darty will be re-registered as a private limited company.

Delisting of the Darty Shares and the re-registration of Darty as a private limited company will significantly reduce the liquidity and marketability of any Darty Shares not acquired by Fnac.

## 19. Taxation

For Darty Shareholders in the United Kingdom, your attention is drawn to Part 3 of this Offer Document. If you are in any doubt as to your tax position, or if you are subject to taxation in any jurisdiction other than the United Kingdom, you should consult your independent professional adviser.

## 20. Overseas Shareholders

The attention of Darty Shareholders who are citizens or residents of jurisdictions outside the United Kingdom or France or who are holding shares for such citizens or residents and any person (including, without limitation, any custodian, nominee or trustee) who may have an obligation to forward any document in connection with the Offer outside the United Kingdom or France is drawn to Sections C, D and/or E of Part 2 of this Offer Document and, in respect of Darty Shares held in certificated form, to the relevant provisions of the Forms of Acceptance, which they should read before taking any action.

The availability of the Offer to Darty Shareholders who are not resident in the United Kingdom or France may be affected by the laws of their relevant jurisdiction. Such persons should inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdiction. If you remain in any doubt, you should consult your professional adviser in the relevant jurisdiction without delay.

## 21. Procedure for acceptance of the Offer

This paragraph should be read in conjunction with Sections C, D and/or E of Part 2 of this Offer Document and, in respect of Darty Shares held in certificated form (that is, not in CREST), the notes on the accompanying Forms of Acceptance, which shall be deemed to be incorporated into, and form part of, the terms of the Offer.

Different procedures for acceptance apply depending upon whether your Darty Shares are held in certificated or uncertificated form.

**The Offer comprises the Third Increased Final Offer and the Original Offer. You may only accept one of the Third Increased Final Offer or the Original Offer in respect of all or some of your Darty Shares. You may not accept the Third Increased Final Offer in respect of some of your Darty Shares and also accept the Original Offer in respect of some of your Darty Shares. The Increased Offer and the Second Increased Offer are not available for acceptance.**

**The value of the consideration payable pursuant to the Original Offer is, as of the date of this Offer Document, significantly lower than the value of the consideration payable pursuant to the Third Increased Final Offer.**

### (A) Darty Shares held in certificated form (that is, not in CREST)

#### (i) General

You should complete separate Forms of Acceptance for Darty Shares held in certificated form but under different designations. If you have any queries as to how to complete the relevant Form of Acceptance, please telephone the Receiving Agent, Computershare between 9.00 a.m. and 5.00 p.m. Monday to Friday (except UK public holidays) on 0370 873 5882 (or from outside the United Kingdom on +44 370 873 5882). Additional Forms of Acceptance are available from the Receiving Agent upon request.

#### (ii) Completion of the green Third Increased Final Offer Form of Acceptance

If you hold your Darty Shares, or any of them, in certificated form (that is, NOT in CREST), to accept the Third Increased Final Offer in respect of those Darty Shares, you should complete, sign and return the enclosed green Third Increased Final Offer Form of Acceptance in accordance with the relevant instructions set out in this paragraph 21 below, in Section D of Part 2 of this Offer Document and in the Third Increased Final Offer Form of Acceptance.

**If you accept the Third Increased Final Offer (whether in whole or in part), you may not accept the Original Offer.**

#### (a) To accept the Third Increased Final Offer:

**You must complete Box 1 by inserting the total number of certificated Darty Shares held by you in respect of which you wish to accept the Third Increased Final Offer. Note this must be in respect of a whole number of Darty Shares.**

In addition:

- (A) an individual must sign the Form of Acceptance in accordance with the instructions set out in Step 5A in the presence of a witness, who must also sign the Form of Acceptance in accordance with the instructions set out in Step 5A; or
- (B) a company must execute the Form of Acceptance in accordance with the instructions set out in Step 5B.

**If you accept the Offer in accordance with this paragraph (a), but make no election under the Third Increased Final Offer in accordance with paragraph (b) below, you will be deemed to have elected to receive cash only in respect of the number of your Darty Shares entered in Box 1 (or, to the extent you fail to enter a number of shares in Box 1, the number of Darty Shares printed in Box A).**

**In such circumstances, you will receive 170 pence in cash per Darty Share held in respect of the number of Darty Shares entered in Box 1 (or, to the extent you fail to enter a number of shares in Box 1, the number of Darty Shares printed in Box A).**

**(b) To make your election under the Third Increased Final Offer:**

If you want to make an election under the Third Increased Final Offer, you must make an election pursuant to one of sub-paragraphs (A) or (B) below. If you make an election in respect of more than one of sub-paragraphs (A) or (B) below, you will be deemed to have elected to receive cash only in respect of the number of your Darty Shares entered in Box 1 or, to the extent you fail to enter a number of shares in Box 1, the number of Darty Shares printed in Box A.

**(A) To elect to receive cash and New Fnac Shares pursuant to the terms of the Partial Share Alternative of the Third Increased Final Offer:**

You must:

- (1) enter in Box 2(A) – CASH the number of your Darty Shares in respect of which you wish to receive cash; and
- (2) enter in Box 2(A) – SHARES the number of your Darty Shares in respect of which you wish to receive New Fnac Shares.

**The numbers entered in Box 2(A) – CASH and Box 2(A) – SHARES must, in aggregate, equal the number inserted by you in Box 1 (i.e., the total number of your Darty Shares in respect of which you have accepted the Third Increased Final Offer) or, to the extent you fail to enter a number of shares in Box 1, the number of Darty Shares printed in Box A. If the aggregate of the number of shares entered in Box 2(A) – CASH and Box 2(A) – SHARES is less than the number that you have indicated in Box 1 (or, to the extent you fail to enter a number of shares in Box 1, the number of Darty Shares printed in Box A), the shortfall will be considered an election for cash. If the aggregate of the number of shares entered in Box 2(A) – CASH and Box 2(A) – SHARES is greater than the number that you have included in Box 1 (or as printed in Box A, as the case may be), the excess will be deducted from your election for New Fnac Shares (to the extent possible), and then from the election for cash. If you write a number in Box 2(A) – CASH but not Box 2(A) – SHARES (or vice versa), the blank box will be deemed an election for the balance of the number of shares you have inserted in Box 1 (or, to the extent you fail to enter a number of shares in Box 1, the number of Darty Shares printed in Box A).**

You will receive 170 pence in cash per Darty Share held in respect of the number of Darty Shares entered in Box 2(A) – CASH and you will receive a number of New Fnac Shares on the basis of 1 New Fnac Share for every 25 Darty Shares held in respect of the number of Darty Shares entered in Box 2(A) – SHARES.

Please note that the number of New Fnac Shares available under the Partial Share Alternative may (in Fnac's sole discretion) be scaled down to the extent required to satisfy valid acceptances of the Original Offer and to ensure sufficient New Fnac Shares will be available as may be required on the reintroduction of a partial share alternative on the same terms as were available to Eligible Darty Shareholders who validly

accepted the Third Increased Final Offer and elected for the Partial Share Alternative on the operation of sections 974 to 991 of the Act to compulsorily acquire any outstanding Darty Shares to which the Offer relates and in respect of which the Offer has not been accepted. In addition, to the extent there are more elections for New Fnac Shares pursuant to the terms of the Partial Share Alternative than there are (or remain) New Fnac Shares available to satisfy all such valid elections pursuant to the terms of the Partial Share Alternative then the number of New Fnac Shares to be received by you shall be scaled down on a *pro rata* basis. In such circumstances, the balance of the consideration owed to you will be satisfied in cash on the basis of 170 pence per Darty Share held.

**(B) To elect to receive New Fnac Shares only pursuant to the terms of the Partial Share Alternative of the Third Increased Final Offer:**

You must tick Box 2(B) – SHARES ONLY.

By ticking Box 2(B) – SHARES ONLY you will receive a number of New Fnac Shares on the basis of 1 New Fnac Share for every 25 Darty Shares held in respect of the number of Darty Shares entered in Box 1 (or, to the extent you fail to enter a number of shares in Box 1, the number of Darty Shares printed in Box A).

Please note that the number of New Fnac Shares available under the Partial Share Alternative may (in Fnac's sole discretion) be scaled down to the extent required to satisfy valid acceptances of the Original Offer and to ensure sufficient New Fnac Shares will be available as may be required on the reintroduction of a partial share alternative on the same terms as were available to Eligible Darty Shareholders who validly accepted the Third Increased Final Offer and elected for the Partial Share Alternative on the operation of sections 974 to 991 of the Act to compulsorily acquire any outstanding Darty Shares to which the Offer relates and in respect of which the Offer has not been accepted. In addition, to the extent there are more elections for New Fnac Shares pursuant to the terms of the Partial Share Alternative than there are (or remain) New Fnac Shares available to satisfy all such valid elections pursuant to the terms of the Partial Share Alternative then the number of New Fnac Shares to be received by you shall be scaled down on a *pro rata* basis. In such circumstances, the balance of the consideration owed to you will be satisfied in cash on the basis of 170 pence per Darty Share held.

**(iii) Completion of the pink Original Offer Form of Acceptance**

**Please note that the value of the consideration payable pursuant to the Original Offer is, as of the date of this Offer Document, significantly lower than the value of the consideration payable pursuant to the Third Increased Final Offer.**

If you hold your Darty Shares, or any of them, in certificated form (that is, NOT in CREST), to accept the Original Offer in respect of those Darty Shares, you should complete, sign and return the enclosed pink Original Offer Form of Acceptance in accordance with the relevant instructions set out in paragraph 21 below, in Section D of Part 2 of this Offer Document and in the Original Offer Form of Acceptance.

**If you accept the Original Offer (whether in whole or in part), you may not accept the Third Increased Final Offer.**

**(a) To accept the Original Offer:**

**You must complete Box 1 by inserting the total number of certificated Darty Shares held by you in respect of which you wish to accept the Original Offer. Note this must be in respect of a whole number of Darty Shares.**

In addition:

- (A) an individual must sign the Form of Acceptance in accordance with the instructions set out in Step 5A in the presence of a witness, who must also sign the Form of Acceptance in accordance with the instructions set out in Step 5A; or
- (B) a company must execute the Form of Acceptance in accordance with the instructions set out in Step 5B.

If you accept the Offer in accordance with this paragraph (a), but make no election under the Original Offer in accordance with paragraph (b) below, you will be deemed to have elected to receive New Fnac Shares only pursuant to the terms of the Original Offer in respect of the number of Darty Shares entered in Box 1 (or, to the extent you fail to enter a number of shares in Box 1, the number of Darty Shares printed in Box A).

In such circumstances, you will receive a number of New Fnac Shares on the basis of 1 New Fnac Share for every 37 Darty Shares held in respect of the number of shares entered in Box 1 (or, to the extent you fail to enter a number of shares in Box 1, the number of Darty Shares printed in Box A).

Acceptances of the Original Offer in respect of New Fnac Shares will be capable of satisfaction in full.

(b) **To make your election under the Original Offer:**

You must make an election pursuant to one of sub-paragraphs (A) or (B) below. If you make an election in respect of more than one of sub-paragraphs (A) or (B) below, you will be deemed to have elected to receive New Fnac Shares pursuant to the terms of the Original Offer only in respect of the number of your Darty Shares entered in Box 1 (or, to the extent you fail to enter a number of shares in Box 1, the number of Darty Shares printed in Box A).

(A) **To elect to receive New Fnac Shares and cash pursuant to the terms of the Partial Cash Alternative of the Original Offer:**

You must:

- (1) enter in Box 2(A) – SHARES the number of your Darty Shares in respect of which you wish to receive New Fnac Shares; and
- (2) enter in Box 2(A) – CASH the number of your Darty Shares in respect of which you wish to receive cash.

**The numbers entered in Box 2(A) – SHARES and Box 2(A) – CASH must, in aggregate, equal the number inserted by you in Box 1 (i.e., the total number of your Darty Shares in respect of which you have accepted the Original Offer) (or, to the extent you fail to enter a number of shares in Box 1, the number of Darty Shares printed in Box A). If the aggregate of the number of shares entered in Box 2(A) – SHARES and Box 2(A) – CASH is less than the number that you have indicated in Box 1 (or as set out in Box A, as the case may be), the shortfall will be considered an election for New Fnac Shares. If the aggregate of the numbers entered in Box 2(A) – SHARES and Box 2(A) – CASH is greater than the number that you have included in Box 1 (or as printed in Box A, as the case may be), the excess will be deducted from the election for cash (to the extent possible), and then (if applicable) from your election for New Fnac Shares. If you write a number in Box 2(A) – SHARES but not Box 2(A) – CASH (or vice versa), the blank box will be deemed an election for the balance of the number of shares you have inserted in Box 1 (or, to the extent you fail to enter a number of shares in Box 1, the number of Darty Shares printed in Box A).**

You will receive a number of New Fnac Shares on the basis of 1 New Fnac Share for every 37 Darty Shares held in respect of the number of your Darty Shares entered in Box 2(A) – SHARES and you will receive 113 pence in cash per Darty Share held in respect of the number of your Darty Shares entered in Box 2(A) – CASH.

Elections in respect of New Fnac Shares will be capable of satisfaction in full. However, to the extent more elections for cash under the Partial Cash Alternative are received than there is cash available pursuant to the terms of the Partial Cash Alternative, then the amount of cash to be received by Eligible Darty Shareholders shall be scaled down on a *pro rata* basis with the balance of the consideration owed to such Darty Shareholders being satisfied in New Fnac Shares on the basis of 1 New Fnac Share for every 37 Darty Shares held. To the extent such Darty Shareholder is a Restricted Shareholder, Fnac may sell, or arrange for the sale of such New Fnac Shares to which such Darty Shareholder would otherwise have been entitled and shall remit the cash proceeds of such sale in pounds sterling and net of expenses to such Darty Shareholder. In relation to such sales, Fnac shall seek to obtain the best price reasonably obtainable but shall be under no obligation to achieve a particular price per share.

(B) **To elect to receive cash only pursuant to the terms of the Partial Cash Alternative of the Original Offer:**

You must tick Box 2(B) – CASH ONLY.

By ticking Box 2(B) – CASH ONLY you will receive 113 pence in cash per Darty Share held in respect of the number of your Darty Shares entered in Box 1 (or, to the extent you fail to enter a number of shares in Box 1, the number of Darty Shares printed in Box A).

To the extent more elections under the Partial Cash Alternative are received than there is cash available pursuant to the terms of the Partial Cash Alternative, then the amount of cash to be received by Eligible Darty Shareholders shall be scaled down on a *pro rata* basis with the balance of the consideration owed to such Darty Shareholders being satisfied in New Fnac Shares on the basis of 1 New Fnac Share for every 37 Darty Shares held. To the extent such Darty Shareholder is a Restricted Shareholder, Fnac may sell, or arrange for the sale of, such New Fnac Shares to which such Darty Shareholder would otherwise have been entitled and shall remit the cash proceeds of such sale in pounds sterling and net of expenses to such Darty Shareholder. In relation to such sales, Fnac shall seek to obtain the best price reasonably obtainable but shall be under no obligation to achieve a particular price per share.

(iv) **Return of the Form of Acceptance**

To accept the Offer in respect of Darty Shares held in certificated form, the relevant completed, signed and (where applicable) witnessed Form of Acceptance should be returned by post to the Receiving Agent, Computershare Investor Services PLC at Corporate Actions Projects, The Pavilions, Bridgwater Road, Bristol BS99 6AH, or by hand (during normal business hours) at The Pavilions, Bridgwater Road, Bristol BS13 8AE, together (subject to paragraph 21(A)(v) below) with the relevant share certificate(s) and/or other document(s) of title, **as soon as possible and, in any event, so as to be received not later than 1.00 p.m. on 15 July 2016**. A reply-paid envelope (valid for posting in the UK only) is enclosed for your convenience. No acknowledgement of receipt of documents will be given.

Any Form of Acceptance received in an envelope post-marked in any Restricted Jurisdiction or otherwise appearing to Fnac or its agents to have been sent from any such Restricted Jurisdiction may be rejected as an invalid acceptance of the Offer.

Any Form of Acceptance in an envelope post-marked in the United States or otherwise appearing to have been sent from the United States that includes an election to receive New Fnac Shares or an acceptance of New Fnac Shares may be treated as an acceptance of cash or rejected as an invalid acceptance of the Offer. Alternatively, Fnac may sell, or arrange for the sale of, New Fnac Shares to which a US Person would otherwise be entitled and remit the cash proceeds of such sale, in pounds sterling and net of expenses, to such US Person. In relation to such sales, Fnac shall seek to obtain the best price reasonably obtainable but shall be under no obligation to achieve a particular price per share. For further information on Darty Shareholders resident overseas, see paragraph 20 of this Part 1 of this Offer Document above.

(v) **Share certificates not readily available or lost**

If your Darty Shares are in certificated form, a completed, signed and (where applicable) witnessed Form of Acceptance should be accompanied by the relevant share certificate(s) and/or other document(s) of title. If for any reason the relevant share certificate(s) and/or other document(s) of title is/are not readily available or is/are lost, you should nevertheless complete, sign and lodge a Form of Acceptance as stated above by post to the Receiving Agent, Computershare Investor Services PLC, at Corporate Actions Projects, The Pavilions, Bridgwater Road, Bristol BS99 6AH, or (during normal business hours) by hand at The Pavilions, Bridgwater Road, Bristol BS13 8AE, **as soon as possible and, in any event, so as to be received not later than 1.00 p.m. on 15 July 2016**. You should send with such Form of Acceptance any share certificate(s) and/or other document(s) of title which you may have available, accompanied by a letter stating that the remaining documents will follow as soon as possible or that you have lost one or more of your share certificate(s) and/or other document(s) of title.

You should then arrange for the relevant share certificate(s) and/or other document(s) of title to be forwarded as soon as possible. If you have lost your share certificate(s) and/or other document(s) of title, you should write as soon as possible to Darty's registrars, Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZZ, requesting a letter of indemnity for the lost share certificate(s) and/or other document(s) of title which, when completed in accordance with the instructions given, should be returned by post or (during normal business hours) by hand to the Receiving Agent as stated above.

(vi) **Validity of acceptances**

Without prejudice to Sections C and D of Part 2 of this Offer Document, subject to the provisions of the City Code, Fnac reserves the right to treat as valid in whole or in part any acceptance of the Offer which is not entirely in order or which is not accompanied by the relevant share certificate(s) and/or other document(s) of title. In such event, no settlement of the consideration under the Offer will be made until after the relevant share certificate(s) and/or other document(s) of title or indemnities reasonably satisfactory to Fnac have been received.

(vii) **Overseas Shareholders**

Unless otherwise determined by Fnac or required by the City Code, and permitted by applicable law and regulation, the Offer is not being made, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and the Offer is not capable of acceptance from or within a Restricted Jurisdiction. Accordingly, copies of this Offer Document, the Forms of Acceptance or the Prospectus and any accompanying document are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from (including by custodians, nominees and trustees) any Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and persons receiving this Offer Document, the Forms of Acceptance or the Prospectus and any accompanying document (including custodians, nominees and trustees) must not mail or otherwise distribute or send them in, into or from such jurisdictions as doing so may invalidate any purported acceptance of the Offer. The Prospectus must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from (including by custodians, nominees and trustees) the United States.

**The availability of the Offer to Darty Shareholders who are not resident in the United Kingdom or France may be affected by the laws of the relevant jurisdictions in which they are resident. Such persons should read paragraph 20 of Part 1 and Section D of Part 2 of this Offer Document (if such person holds Darty Shares in certificated form) of this Offer Document, and observe, any applicable legal or regulatory requirements of their jurisdictions.**

(B) **Darty Shares held in uncertificated form (that is, in CREST)**

(i) **General**

If you hold your Darty Shares in uncertificated form, to accept the Offer you should take (or procure the taking of) the actions set out below to transfer those Darty Shares in respect of which you wish to accept the Offer to the appropriate escrow balance(s), specifying the Receiving Agent (in its capacity as a CREST participant under the Escrow Agent's participant ID referred to below) as the Escrow Agent, as soon as possible **and in any event so that the TTE instruction settles not later than 1.00 p.m. on 15 July 2016. Note that settlement cannot take place on weekends or UK bank holidays (or other times at which the CREST system is non-operational) — you should therefore ensure you time the input of any TTE instructions accordingly.**

The input and settlement of a TTE instruction in accordance with this paragraph will (subject to satisfying the requirements set out in Section E of Part 2) constitute an acceptance of the Offer in respect of the number of Darty Shares in uncertificated form so transferred to escrow.

**If you are a CREST sponsored member, you should refer to your CREST sponsor before taking any action. Only your CREST sponsor will be able to send the TTE instructions(s) to Euroclear in relation to your Darty Shares.**

After settlement of a TTE instruction, you will not be able to access the Darty Shares concerned in CREST for any transaction or charging purposes. If the Offer becomes or is declared unconditional in all respects, the Escrow Agent will transfer the Darty Shares concerned in accordance with paragraph (d)(i) of Section E of Part 2 to this Offer Document.

You are recommended to refer to the CREST Manual issued by Euroclear for further information on the CREST procedure outlined below.

**You should note that Euroclear does not make available special procedures in CREST for any particular corporate action. Normal system timings and limitations will therefore apply in connection with a TTE instruction and its settlement. You should therefore ensure that all necessary action is taken by you (or by your CREST sponsor) to enable a TTE instruction relating to your Darty Shares to settle as soon as possible and, in any event, so as to be received not later than 1.00 p.m. on 15 July 2016. You are referred in particular to those sections of the CREST Manual concerning the practical limitations of the CREST system and timings.**

The effect of your acceptance of the Third Increased Final Offer or the Original Offer (as the case may be) and your election thereunder is set out in the table below (together with the applicable member account ID of the Escrow Agent for such election):

<u>Option</u>	<u>Effect of making such election</u>	<u>Member account ID</u>
Cash pursuant to the terms of the Third Increased Final Offer	For each Darty Share for which this election is satisfied you will receive 170 pence in cash.	DARFNA01
New Fnac Shares pursuant to the terms of the Partial Share Alternative of the Third Increased Final Offer	<p>For every 25 Darty Shares for which this election is satisfied you will receive 1 New Fnac Share.</p> <p>Please note that the number of New Fnac Shares available under the Partial Share Alternative may (in Fnac's sole discretion) be scaled down to the extent required to satisfy valid acceptances of the Original Offer and to ensure sufficient New Fnac Shares will be available as may be required on the reintroduction of a partial share alternative on the same terms as were available to Eligible Darty Shareholders who validly accepted the Third Increased Final Offer and elected for the Partial Share Alternative on the operation of sections 974 to 991 of the Act to compulsorily acquire any outstanding Darty Shares to which the Offer relates in respect of which the Offer has not been accepted. In addition, to the extent there are more elections for New Fnac Shares pursuant to the terms of the Partial Share Alternative than there are (or remain) New Fnac Shares available to satisfy all such valid elections pursuant to the terms of the Partial Share Alternative by Darty Shareholders then the number of New Fnac Shares to be received by you shall be scaled down on a <i>pro rata</i> basis. In such circumstances, the balance of the consideration owed to you will be satisfied in cash on the basis of 170 pence per Darty Share held.</p>	DARFNA02
New Fnac Shares pursuant to the terms of the Original Offer	<p>For every 37 Darty Shares for which this election is satisfied you will receive 1 New Fnac Share.</p> <p>Elections in respect of New Fnac Shares will be capable of satisfaction in full.</p>	DARFNA03
Cash pursuant to the terms of the Partial Cash Alternative of the Original Offer	<p>For each Darty Share for which this election is satisfied you will receive <i>in lieu</i> of each New Fnac Share to which you would otherwise have been entitled under the terms of the Original Offer 113 pence in cash.</p> <p>Please note that to the extent more elections for cash are received than there is cash available pursuant to the terms of the Partial Cash Alternative then the amount of cash to be received by you shall be scaled down on a <i>pro rata</i> basis with the balance of the consideration owed to you being satisfied in New Fnac Shares on the basis of 1 New Fnac Share for every 37 Darty Shares held.</p> <p>To the extent more elections under the Partial Cash Alternative are received than there is cash available pursuant to the terms of the Partial Cash Alternative, then the amount of cash to be received by Eligible Darty Shareholders shall be scaled down on a <i>pro rata</i> basis with the balance of the consideration owed to such Darty Shareholders being satisfied in New Fnac Shares on the</p>	DARFNA04

Option	Effect of making such election	Member account ID
	<p>basis of 1 New Fnac Share for every 37 Darty Shares held. To the extent such Darty Shareholder is a Restricted Shareholder, Fnac may sell, or arrange for the sale of, such New Fnac Shares to which such Darty Shareholder would otherwise have been entitled and shall remit the cash proceeds of such sale in pounds sterling and net of expenses to such Darty Shareholder. In relation to such sales, Fnac shall seek to obtain the best price reasonably obtainable but shall be under no obligation to achieve a particular price per share.</p>	

(ii) **To accept the Third Increased Final Offer:**

You should send (or, if you are a CREST sponsored member, procure that your CREST sponsor sends) a TTE instruction to Euroclear which must be properly authenticated in accordance with Euroclear's specifications and which must contain, in addition to the other information that is required for a TTE instruction to settle in CREST, the following details:

- the number of Darty Shares in respect of which you are making the relevant election (such Darty Shares to be transferred to an escrow balance);
- the ISIN number for the Darty Shares which is GB0033040113;
- your member account ID;
- your participant ID;
- the participant ID of the Escrow Agent (this is 3RA28), acting in its capacity as the CREST Receiving Agent;
- the relevant member account ID of the Escrow Agent, being:
  - (i) **DARFNA01** if you wish to make an election for cash pursuant to the terms of the Third Increased Final Offer; or
  - (ii) **DARFNA02** if you wish to make an election for New Fnac Shares pursuant to the terms of the Partial Share Alternative of the Third Increased Final Offer;
- the intended settlement date (this should be as soon as possible and in any event not later than 1.00 p.m. on the 15 July 2016);
- the corporate action number for the Offer (this is allocated by Euroclear and shall be available on a screen from Euroclear);
- input with standard delivery instruction priority of 80; and
- the contact name and telephone number of the accepting Darty Shareholder inserted in the shared note field.

**If you wish to accept the Third Increased Final Offer and elect to receive both cash and New Fnac Shares pursuant to the terms of the Partial Share Alternative, then you should send (or, if you are a CREST sponsored member, procure that your CREST sponsor sends) a separate TTE instruction to Euroclear for each such election, specifying (i) for your cash election, the number of Darty Shares in respect of which you wish to receive cash, and (ii) for your election for New Fnac Shares, the number of Darty Shares in respect of which you wish to receive New Fnac Shares (in each case together with the relevant details set out above in this paragraph 21(B)(ii), including the applicable member account ID of the Escrow Agent for such election).**

(iii) **To accept the Original Offer:**

You should send (or, if you are a CREST sponsored member, procure that your CREST sponsor sends) a TTE instruction to Euroclear which must be properly authenticated in accordance with Euroclear's specifications and which must contain, in addition to the other information that is required for a TTE instruction to settle in CREST, the following details:

- the number of Darty Shares in respect of which you are making the relevant election (such Darty Shares to be transferred to an escrow balance);
- the ISIN number for the Darty Shares which is GB0033040113;
- your member account ID;
- your participant ID;

- the participant ID of the Escrow Agent (this is 3RA28), acting in its capacity as the CREST Receiving Agent;
- the relevant member account ID of the Escrow Agent, being:
  - (i) **DARFNA03** if you wish to make an election for New Fnac Shares pursuant to the terms of the Original Offer; or
  - (ii) **DARFNA04** if you wish to make an election for cash pursuant to the terms of the Partial Cash Alternative of the Original Offer;
- the intended settlement date (this should be as soon as possible and in any event not later than 1.00 p.m. on 15 July 2016);
- the corporate action number for the Offer (this is allocated by Euroclear and shall be available on a screen from Euroclear);
- input with standard delivery instruction priority of 80; and
- the contact name and telephone number of the accepting Darty Shareholder inserted in the shared note field.

**If you wish to accept the Original Offer and elect to receive both New Fnac Shares and cash pursuant to the terms of the Partial Cash Alternative, then you should send (or, if you are a CREST sponsored member, procure that your CREST sponsor sends) a separate TTE instruction to Euroclear for each such election, specifying (i) for your election for New Fnac Shares, the number of Darty Shares in respect of which you wish to receive New Fnac Shares, and (ii) for your election for cash, the number of Darty Shares in respect of which you wish to receive cash (in each case together with the relevant details set out above in this paragraph 21(B)(iii), including the applicable member account ID of the Escrow Agent for such election).**

(iv) **Validity of acceptances**

Holders of Darty Shares in uncertificated form who wish to accept the Offer should note that a TTE instruction will only be a valid acceptance of the Offer as at the First Closing Date if it has settled on or before 1.00 p.m. on that date or, if later, as at the relevant Closing Date if it has settled on or before 1.00 p.m. on that date. **A Form of Acceptance which is received in respect of Darty Shares held in uncertificated form may be treated as an invalid acceptance and may be disregarded.**

(v) **Overseas Shareholders**

Unless otherwise determined by Fnac or required by the City Code, and permitted by applicable law and regulation, the Offer is not being made, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and the Offer is not capable of acceptance from or within a Restricted Jurisdiction. Accordingly, copies of this Offer Document, the Forms of Acceptance or the Prospectus and any accompanying document are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from (including by custodians, nominees and trustees) any Restricted Jurisdiction where to do so would violate the laws in that jurisdiction, and persons receiving this Offer Document, the Forms of Acceptance or the Prospectus and any accompanying document (including custodians, nominees and trustees) must not mail or otherwise distribute or send them in, into or from such jurisdictions as doing so may invalidate any purported acceptance of the Offer. The Prospectus must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in, into or from (including by custodians, nominees and trustees) the United States.

**The availability of the Offer to Darty Shareholders who are not resident in the United Kingdom or France may be affected by the laws of the relevant jurisdictions in which they are resident. Such persons should read paragraph 20 of Part 1 and Section E of Part 2 (if such person holds Darty Shares in uncertificated form) of this Offer Document, and inform themselves of, and observe, any applicable legal or regulatory requirements of their jurisdictions.**

(vi) **General**

Normal CREST procedures (including timings) apply in relation to any Darty Shares that are, or are to be, converted from uncertificated to certificated form, or from certificated to uncertificated form, during the course of the Offer (whether any such conversion arises as a result of a transfer of Darty Shares or otherwise). Holders of Darty Shares who are proposing to convert any such shares are recommended to ensure that the conversion procedures are implemented in sufficient time to enable the person holding or acquiring the shares as a result of the conversion to take all necessary steps in connection with an acceptance of the Offer (in particular, as regards delivery of share certificate(s) and/or other documents of title or transfers to an escrow balance as described above) prior to 1.00 p.m. on 15 July 2016.

**If you are in any doubt as to the procedure for acceptance of the Offer, please contact the Receiving Agent, Computershare Investor Services PLC, at Corporate Actions Projects, The Pavilions, Bridgwater Road, Bristol BS99 6AH or by telephone between 9.00 a.m. and 5.00 p.m. Monday to Friday (except UK public holidays) on 0370 873 5882 (or from outside the United Kingdom on +44 370 873 5882). You are reminded that, if you are a CREST sponsored member, you should contact your CREST sponsor before taking any action.**

**22. Issue of Fnac CDIs representing entitlements to New Fnac Shares**

**(a) Darty Shareholders holding their Darty Shares in certificated form (that is, not in CREST)**

Fnac has appointed the Computershare Nominee, an affiliate of the Receiving Agent, Computershare Investor Services PLC, to act as nominee and trustee for Eligible Darty Shareholders who accept the Offer (whether in whole or in part) and either elect to receive New Fnac Shares pursuant to the Third Increased Final Offer or pursuant to the Original Offer (the “Computershare Nominee Arrangement”).

Unlike Darty Shares, New Fnac Shares cannot be held in certificated form and are not capable of being settled, transferred or held through CREST. The Computershare Nominee requires the securities that it holds to be capable of being settled, transferred and held through CREST. To allow the Computershare Nominee to hold New Fnac Shares on behalf of such shareholders, an affiliate of Euroclear, the operator of the CREST system, will issue Fnac CDIs representing New Fnac Shares to the Computershare Nominee to be held on their behalf. One Fnac CDI will represent one Fnac Share. The Fnac CDIs reflect the economic rights attached to the New Fnac Shares. However, while the holders of Fnac CDIs will have an interest in the underlying New Fnac Shares, they will not be the registered holders of the New Fnac Shares. Darty Shareholders holding their Darty Shares under the arrangement described in this paragraph 22(a) will receive a statement of entitlement from the Computershare Nominee detailing their holding of Fnac CDIs representing New Fnac Shares and explaining how they may deal in their New Fnac Shares through the Computershare Nominee Arrangement. The Computershare Nominee Arrangement will benefit holders of Darty Shares in certificated form who wish to receive New Fnac Shares pursuant to the Offer by eliminating the need to set up an account with a French accredited financial intermediary, and by facilitating dealings in New Fnac Shares.

The terms and conditions pursuant to which Fnac CDIs are issued pursuant to the Computershare Nominee Arrangement are set out in Part 11 of this Offer Document. **Further information on the rights of the holders of Fnac CDIs to receive dividends and to vote at Fnac shareholder meetings is set out in paragraph (c) below.**

If you accept the Offer and validly elect (in accordance with the instructions set out on the relevant Form of Acceptance) to receive New Fnac Shares in exchange for some or all of your Darty Shares, you will be deemed to have irrevocably agreed to be bound by the terms and conditions applicable to the Computershare Nominee Arrangement set out in Part 11 of this Offer Document.

The Computershare Nominee Arrangement will not apply to holders of Darty Shares in certificated form that have validly opted out, or who are ineligible to participate because they are resident in a jurisdiction in which the Nominee cannot lawfully operate, or does not have the requisite permit or licence to operate, the Computershare Nominee Arrangement, or for any other reason.

Should any Darty Shareholder who wishes to receive New Fnac Shares pursuant to the Offer wish to opt out of, or is otherwise ineligible to participate in, the Computershare Nominee Arrangement, Computershare will forward details of such Darty Shareholder to CACEIS Corporate Trust, the accredited financial intermediary appointed by Fnac to maintain the Fnac shareholder register. Subject to satisfactory completion

of CACEIS Corporate Trust's new client procedures, CACEIS Corporate Trust will make arrangements for such holder to hold their New Fnac Shares directly, either in registered form ("*au nominatif*"), or, at the election of the relevant holder, in bearer form ("*au porteur*"). Further information on the forms in which Fnac Shares may be held, together with the other rights attaching to Fnac Shares, is set out in Part 5 of this Offer Document. Holders of Darty Shares in certificated form who wish to opt out of the Computershare Nominee Arrangement should contact the Receiving Agent, Computershare Investor Services PLC, at Corporate Actions Projects, The Pavilions, Bridgwater Road, Bristol BS99 6AH or by telephone between 9.00 a.m. and 5.00 p.m. Monday to Friday (except UK public holidays) on 0370 873 5882 (or from outside the United Kingdom on +44 307 873 5882).

**If you hold your Darty Shares in certificated form and wish to elect to receive New Fnac Shares pursuant to the terms of the Offer, if your address on your Form of Acceptance is in France, or your Form of Acceptance is returned to the Receiving Agent in an envelope postmarked in France or otherwise appearing to Fnac or its agents to have been sent from within France, you will not be eligible to participate in the Computershare Nominee Arrangement. Subject to satisfactory completion of CACEIS Corporate Trust's new client procedures, CACEIS Corporate Trust will make arrangements for you to hold your New Fnac Shares directly, either in registered form ("*au nominatif*"), or, at the election of the relevant holder, in bearer form ("*au porteur*"). Further information on the forms in which Fnac Shares may be held, together with the other rights attaching to Fnac Shares, is set out in Part 5 of this Offer Document.**

**(b) Darty Shareholders holding their Darty Shares in uncertificated form (that is, in CREST)**

Unlike Darty Shares, New Fnac Shares are not capable of being held, transferred or settled through the CREST settlement systems. For this reason, Eligible Darty Shareholders who hold their Darty Shares in uncertificated form in CREST and who accept the Offer and elect to receive share consideration will not be issued New Fnac Shares directly but will be issued with Fnac CDIs. One Fnac CDI will represent one Fnac Share. The Fnac CDIs reflect the economic rights attached to the New Fnac Shares. However, while the holders of Fnac CDIs will have an interest in the underlying New Fnac Shares, they will not be the registered holders of the New Fnac Shares. New Fnac Shares to which Eligible Darty Shareholders will be entitled under the Offer will be delivered, held and settled in CREST by means of the CREST International Settlement Links Service.

Under the CREST International Settlement Links Services, CREST Depository Limited, a subsidiary of Euroclear, issues dematerialised depository interests representing entitlements to non-UK securities (such as New Fnac Shares) called CDIs. CDIs may be held, transferred and settled exclusively through the CREST system but CDI holders, in cancelling their CDIs, are able to deliver their underlying shares to a participant in the relevant settlement system via a "Cross Border Delivery".

The terms on which CDIs are issued and held in CREST are set out in the CREST Manual (and, in particular, the deed poll set out in the CREST International Manual) and the CREST Terms and Conditions issued by Euroclear. On settlement, Fnac will instruct its transfer agent to cause the credit of the New Fnac Shares to the securities account of CREST International Nominees Limited, as nominee for CREST Depository Limited. CREST Depository Limited will then issue Fnac CDIs in CREST for delivery to the securities deposit account in the CREST system in which each such uncertificated Darty Shareholder previously held Darty Shares. A custody fee, as determined by CREST from time to time, is charged at the user level for the CREST International Settlement Links Service.

The registered holder of the New Fnac Shares represented by Fnac CDIs will be CREST International Nominees Limited who will hold them through the CREST system either directly or through a sub-custodian as nominee for CREST Depository Limited. CREST Depository Limited will hold those New Fnac Shares on trust (as bare trustee under English law) for the uncertificated Darty Shareholders to whom it will issue Fnac CDIs.

**Further information on the rights of the holders of Fnac CDIs to receive dividends and to vote at Fnac shareholder meetings is set out in paragraph (c) below.**

(c) **Further disclosure relating to the Fnac CDIs (both Darty Shareholders holding their Darty Shares in certificated form (that is, not in CREST), and Darty Shareholders holding their Darty Shares in uncertificated form (that is, in CREST))**

Holders of Fnac CDIs are not able to attend Fnac shareholder meetings in person as a result of their beneficial interest in New Fnac Shares. In order to allow the holders of Fnac CDIs to exercise rights relating to the underlying New Fnac Shares, Fnac will enter into arrangements pursuant to which holders of Fnac CDIs will be able to:

- (i) receive notices of general shareholder meetings of Fnac;
- (ii) give directions as to voting at shareholder meetings of Fnac; and
- (iii) have made available to them and be sent, at their request, copies of the annual report and accounts of Fnac and all other documents issued by Fnac to shareholders of Fnac generally.

Save as set out above in this paragraph 22, holders of Fnac CDIs will be treated in the same manner as if they were registered holders of the New Fnac Shares to which their Fnac CDIs relate, so far as is possible pursuant to applicable law and the terms and conditions applicable to CREST.

Any dividends paid on the New Fnac Shares will be paid to holders of Fnac CDIs by Euroclear in the currency in which they are distributed. In respect of Fnac CDIs held through the Computershare Nominee, in the event that such currency is not sterling, Computershare Nominee will convert the currency into sterling and, accordingly, any dividends paid to participants in the Computershare Nominee Arrangement will be paid in sterling. The Nominee will distribute any such dividends to the holders of the Fnac CDIs in accordance with the terms of the Computershare Nominee Arrangement.

Holders of Fnac CDIs will not be entitled to attend Fnac shareholder meetings in person as a result of their beneficial interest in the New Fnac Shares. Instead, they will be required to give instructions either to Euroclear or the Computershare Nominee as to how to exercise their votes at any such meeting on their behalf.

If you are in any doubt about your rights under the Fnac CDIs you should consult an appropriate independent adviser.

## **23. Settlement**

Subject to the Offer becoming or being declared unconditional in all respects (and except as provided in paragraph 8 of Section C of Part 2 of this Offer Document in the case of certain Overseas Shareholders), settlement of the consideration to which any Darty Shareholder (or the first-named shareholder in the case of joint holders) is entitled under the Offer will be effected: (i) in the case of acceptances received, complete in all respects, by the date on which the Offer becomes or is declared unconditional in all respects, within 14 calendar days of such date; and (ii) in the case of acceptances received, complete in all respects, after such date but prior to the relevant Closing Date, within 14 calendar days of such receipt, in the following manner:

(i) **Darty Shares in certificated form (that is, not in CREST)**

Where an acceptance relates to Darty Shares in certificated form, settlement of any cash due will be despatched by first class post (or such other method as may be approved by the Panel) to accepting Darty Shareholders or their appointed agents (but not into any Restricted Jurisdiction). All such cash payments will be made in pounds sterling by cheque drawn on a branch of a United Kingdom clearing bank.

Where an acceptance relates to Darty Shares in certificated form, settlement of any New Fnac Shares (as represented by Fnac CDIs) due will be delivered to the Computershare Nominee (or such other appropriately authorised nominee in the circumstance that the relevant Darty Shareholder opts out of the Computershare Nominee Arrangement) through CREST on behalf of the relevant Darty Shareholders. Fnac shall procure that Euroclear is instructed to credit the appropriate stock account in CREST of the Computershare Nominee (or such other appropriately authorised nominee in the circumstance that the relevant Darty Shareholder opts out of the Computershare Nominee Arrangement) with such relevant Darty Shareholder's entitlement to Fnac CDI's representing New Fnac Shares. Where such New Fnac Shares are held through the Computershare Nominee Arrangement, such Darty Shareholders will also receive a statement of entitlement from the Nominee.

If you hold your Darty Shares in certificated form and wish to elect to receive New Fnac Shares pursuant to the terms of the Offer, if your address on your Form of Acceptance is in France, or your Form of Acceptance is returned to the Receiving Agent in an envelope postmarked in France or

otherwise appearing to Fnac or its agents to have been sent from within France, you will not be eligible to participate in the Computershare Nominee Arrangement. Subject to satisfactory completion of CACEIS Corporate Trust's new client procedures, CACEIS Corporate Trust will make arrangements for you to hold your New Fnac Shares directly, either in registered form ("*au nominatif*"), or, at the election of the relevant holder, in bearer form ("*au porteur*"). Further information on the forms in which Fnac Shares may be held, together with the other rights attaching to Fnac Shares, is set out in Part 5 of this Offer Document.

(ii) **Darty Shares in uncertificated form (that is, in CREST)**

Where an acceptance relates to Darty Shares in uncertificated form, settlement of entitlements to cash will be paid by means of a CREST payment in favour of the accepting Darty Shareholder's payment bank in respect of the cash consideration due, in accordance with CREST assured payment arrangements. Fnac reserves the right to settle all or part of the consideration referred to in this paragraph 23(ii) for all or any Darty Shareholders who make a valid election to receive cash in the manner set out in respect of cash settlement in paragraph 23(i) above.

Where an acceptance relates to Darty Shares in uncertificated form, settlement of any New Fnac Shares (as represented by Fnac CDIs) due will be delivered to Darty Shareholders through CREST. Fnac shall procure that Euroclear is instructed to credit the appropriate stock account in CREST of the relevant Darty Shareholder (or his appropriately authorised nominee) with such relevant Darty Shareholder's entitlement to Fnac CDI's representing New Fnac Shares.

## 24. General

If the Offer does not become or is not declared unconditional in all respects:

- (i) in the case of Darty Shares held in certificated form, share certificate(s) and/or other document(s) of title will be returned by post (or by such other method as may be approved by the Panel) within 14 calendar days or, to the extent practicable, 7 to 10 calendar days of the Offer lapsing to the person or agent whose name and address (outside a Restricted Jurisdiction) is set out in the Form of Acceptance or, if none is set out, to the first-named holder at his or her registered address (provided that no such documents will be sent to an address in a Restricted Jurisdiction); and
- (ii) in the case of Darty Shares held in uncertificated form, the Escrow Agent will, immediately after the lapsing of the Offer (or within such longer period as the Panel may permit, not exceeding 14 calendar days or, to the extent practicable, 7 to 10 calendar days of the lapsing of the Offer), give TTE instructions to Euroclear to transfer all Darty Shares held in escrow balances and in relation to which it is the Escrow Agent for the purposes of the Offer to the original available balances of the Darty Shareholders concerned.

All remittances, communications, notices, certificates and documents of title sent by, to or from Darty Shareholders or their appointed agents will be sent at their own risk.

## 25. Action to be taken

(i) **If you hold Darty Shares in certificated form:**

If you hold your Darty Shares, or any of them, in certificated form (that is, NOT in CREST), to accept the Third Increased Final Offer in respect of those Darty Shares, you should complete, sign and return the enclosed green Third Increased Final Offer Form of Acceptance (or, to accept the Original Offer, the enclosed pink Original Offer Form of Acceptance) along with your valid share certificate(s) and/or any other relevant documents of title by post to the Receiving Agent, Computershare Investor Services PLC, at Corporate Actions Projects, The Pavilions, Bridgwater Road, Bristol BS99 6AH, or (during normal business hours) by hand at The Pavilions, Bridgwater Road, Bristol BS13 8AE **as soon as possible and, in any event, so as to be received not later than 1.00 p.m. on 15 July 2016**. Further details on the procedures for acceptance of the Offer if you hold any of your Darty Shares in certificated form are set out in paragraph 21(A) of this Part 1 of this Offer Document, Section D of Part 2 of this Offer Document and in the accompanying Forms of Acceptance. A reply-paid envelope for use within the UK only is enclosed for your convenience and may be used by holders of Darty Shares in certificated form in the UK for returning their Form of Acceptance.

(ii) **If you hold Darty Shares in uncertificated form:**

If you hold your Darty Shares, or any of them, in uncertificated form (that is, in CREST), to accept the Third Increased Final Offer or the Original Offer (as the case may be) in respect of those Darty Shares, you should follow the procedure for Electronic Acceptance through CREST so that the TTE instruction settles **as soon as possible and, in any event, not later than 1.00 p.m. on 15 July 2016**. Further details on the procedures for acceptance of the Offer if you hold any of your Darty Shares in uncertificated form are set out in paragraph 21(B) of this Part 1 and in Section E of Part 2 of this Offer Document. If you hold your Darty Shares through a CREST sponsored member, you should refer acceptance of the Offer to your CREST sponsor as only your CREST sponsor will be able to send the necessary TTE instruction to Euroclear.

**The Offer shall remain open for acceptance for a minimum of 14 calendar days from the First Closing Date or the date the Offer becomes or is declared unconditional as to acceptances, whichever is later. Not less than 14 calendar days' notice will be given in respect of the closure of any of the Original Offer, the Partial Cash Alternative, the Third Increased Final Offer and/or the Partial Share Alternative.**

Yours faithfully,

Alexandre Bompard  
Chairman and Chief Executive Officer

For and on behalf of  
**Groupe Fnac S.A.**

## PART 2: CONDITIONS TO AND FURTHER TERMS OF THE OFFER

### Section A:

#### Conditions to the Offer

The Offer complies with the City Code and all applicable rules and regulations of the London Stock Exchange, the FCA, Euronext Paris and the AMF, is governed by and construed in accordance with English law and is subject to the jurisdiction of the courts of England and Wales.

The Offer is conditional upon:

#### Acceptance Condition

- (a) valid acceptances having been received (and not, where permitted, withdrawn) by 1.00 p.m. on the First Closing Date (or such later times and/or dates as Fnac may, subject to the rules of the City Code, decide) in respect of Darty Shares, which together with Darty Shares that Fnac has acquired or agreed to acquire (whether pursuant to the Proposed Acquisition or otherwise), carry in aggregate more than 50 per cent. of the voting rights then normally exercisable at a general meeting of Darty, including, for this purpose, (except to the extent otherwise agreed by the Panel) any such voting rights attaching to Darty Shares that are unconditionally allotted or issued before the Offer becomes or is declared unconditional as to acceptances whether pursuant to the exercise of any outstanding subscription or conversion rights or otherwise.

For the purposes of this Condition (a):

- (i) Darty Shares which have been unconditionally allotted but not issued before the Offer becomes or is declared unconditional as to acceptances, whether pursuant to the exercise of any outstanding subscription or conversion rights or otherwise, shall be deemed to carry the voting rights they will carry upon issue; and
- (ii) valid acceptances shall be deemed to have been received in respect of Darty Shares which are treated for the purposes of Part 28 of the Act as having been acquired or contracted to be acquired by Fnac, whether by virtue of acceptances of the Offer or otherwise.

In addition, the Offer will be conditional upon the following Conditions and, accordingly, the Offer will not become or be declared wholly unconditional unless the following Conditions (as amended if appropriate) have been satisfied or, where relevant, waived;

#### French anti-trust clearance

- (b) insofar as the Proposed Acquisition constitutes, or is deemed to constitute, a concentration triggering a mandatory filing with the French Competition Authority, one of the following having occurred:
- (i) the French Competition Authority having issued a decision, on terms reasonably satisfactory to Fnac, allowing the Proposed Acquisition to proceed under (IV) of Article L. 430-7 of the French Commercial Code (or being deemed to have done so under (V) of Article L. 430-7 of the French Commercial Code), without the Minister for the Economy having made use of the power to call the case granted under (II) of Article L. 430-7-1 of the French Commercial Code; or
- (ii) the Minister for the Economy having issued a decision, on terms reasonably satisfactory to Fnac, under the third sub-paragraph of (II) of Article L. 430-7-1 of the French Commercial Code;

#### General Third Party clearances

- (c) the waiver (or non-exercise within any applicable time limits) by any relevant government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental or investigative body, court, trade agency, association, institution, any entity owned or controlled by any relevant government or state, or any other body or person whatsoever in any jurisdiction (each a “Third Party”) of any termination right, right of pre-emption, first refusal or similar right (which is material in the context of the Wider Darty Group taken as a whole) arising as a result of or in connection with the Offer including, without limitation, its implementation and financing or the proposed direct or indirect acquisition of any shares or other securities in, or control of, Darty by Fnac or any member of the Fnac Group;

- (d) all necessary filings or applications having been made in connection with the Offer and all statutory or regulatory obligations in any jurisdiction having been complied with in connection with the Offer or the acquisition by any member of the Wider Fnac Group of any shares or other securities in, or control of, Darty and all Authorisations reasonably deemed necessary or appropriate by Fnac or any member of the Wider Fnac Group for or in respect of the Offer including without limitation, its implementation and financing or the proposed direct or indirect acquisition of any shares or other securities in, or control of, Darty or any member of the Wider Darty Group by any member of the Wider Fnac Group having been obtained in terms and in a form reasonably satisfactory to Fnac from all appropriate Third Parties or persons with whom any member of the Wider Darty Group has entered into contractual arrangements and all such Authorisations together with all material authorisations orders, recognitions, grants, licences, confirmations, clearances, permissions and approvals necessary or appropriate to carry on the business of any member of the Wider Darty Group which is material in the context of the Fnac Group or the Darty Group as a whole or of the financing of the Offer remaining in full force and effect and all filings necessary for such purpose having been made and there being no notice or intimation of any intention to revoke or not to renew any of the same at the time at which the Offer becomes otherwise unconditional and all necessary statutory or regulatory obligations in any jurisdiction having been complied with;
- (e) no Third Party having decided to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference, or enacted, made or proposed any statute, regulation, decision or order, or having taken any other steps which would or might reasonably be expected to:
- (i) require, prevent or delay the divestiture, or materially alter the terms envisaged for any proposed divestiture by any member of the Wider Fnac Group or any member of the Wider Darty Group of all or any portion of their respective businesses, assets or property or impose any limitation on the ability of any of them to conduct their respective businesses (or any of them) or to own any of their respective assets or properties or any part thereof which, in any such case, is material in the context of the Wider Fnac Group or the Wider Darty Group in either case taken as a whole;
  - (ii) require, prevent or delay the divestiture by any member of the Wider Fnac Group of any shares or other securities in Darty;
  - (iii) impose any material limitation on, or result in a delay in, the ability of any member of the Wider Fnac Group directly or indirectly to acquire or to hold or to exercise effectively any rights of ownership in respect of shares or loans or securities convertible into shares or any other securities (or the equivalent) in any member of the Wider Darty Group or the Wider Fnac Group or to exercise management control over any such member;
  - (iv) otherwise adversely affect the business, assets, profits or prospects of any member of the Wider Fnac Group or of any member of the Wider Darty Group to an extent which is material in the context of the Fnac Group or the Darty Group in either case taken as a whole;
  - (v) make the Offer or its implementation or the acquisition or proposed acquisition by Fnac or any member of the Wider Fnac Group of any shares or other securities in, or control of Darty void, illegal, and/or unenforceable under the laws of any jurisdiction, or otherwise, directly or indirectly, restrain, restrict, prohibit, delay or otherwise materially interfere with the same, or impose additional conditions or obligations with respect thereto, or otherwise challenge or interfere therewith;
  - (vi) require any member of the Wider Fnac Group or the Wider Darty Group to offer to acquire any shares or other securities (or the equivalent) or interest in any member of the Wider Darty Group or the Wider Fnac Group owned by any third party;
  - (vii) impose any limitation on the ability of any member of the Wider Darty Group to co-ordinate its business, or any part of it, with the businesses of any other members which is adverse to and material in the context of the Wider Darty Group taken as a whole or in the context of the Offer; or
  - (viii) result in any member of the Wider Darty Group ceasing to be able to carry on business under any name under which it presently does so,

and all applicable waiting and other time periods during which any such Third Party could institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference or any other step under the laws of any jurisdiction in respect of the Offer or the acquisition or proposed acquisition of any Darty Shares having expired, lapsed or been terminated;

### **Fnac Shareholder approval**

- (f) the passing at the Fnac General Meeting (or any adjournment thereof) of the Fnac Shareholder Resolution (as such resolution is set out in the Fnac Notice);

### **Admission to trading of New Fnac Shares**

- (g) receipt of a confirmation that the application for admission to trading of the New Fnac Shares on Euronext Paris has been approved, with such admission to become effective on or shortly after the date of issue;

### **Certain matters arising as a result of any arrangement, agreement etc.**

- (h) save as Disclosed, there being no provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider Darty Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject, which in consequence of the Offer or the proposed acquisition of any shares or other securities in Darty or because of a change in the control or management of Darty or otherwise, could or might reasonably be expected to result in to an extent which is material in the context of the Wider Darty Group, or the Wider Fnac Group, in either case taken as a whole, or in the context of the Offer:
  - (i) any moneys borrowed by or any other indebtedness (actual or contingent) of, or grant available to any such member, being or becoming repayable or capable of being declared repayable immediately or earlier than their or its stated maturity date or repayment date or the ability of any such member to borrow moneys or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;
  - (ii) any such agreement, arrangement, licence, permit or instrument or the rights, liabilities, obligations or interests of any such member thereunder being terminated or modified or affected or any obligation or liability arising or any action being taken or arising thereunder;
  - (iii) any assets or interests of any such member being or falling to be disposed of or charged or any right arising under which any such asset or interest could be required to be disposed of or charged;
  - (iv) other than in the ordinary course of business, the creation or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property or assets of any such member;
  - (v) the rights, liabilities, obligations or interests of any such member in, or the business of any such member with, any person, firm or body (or any arrangement or arrangements relating to any such interest or business) being terminated, adversely modified or affected;
  - (vi) the value of any such member or its financial or trading position or prospects being prejudiced or adversely affected;
  - (vii) any such member ceasing to be able to carry on business under any name under which it presently does so; or
  - (viii) other than in the ordinary course of business, the creation of any liability, actual or contingent, by any such member,

and no event having occurred which, under any provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider Darty Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject, would or might reasonably be expected to result in any of the events or circumstances as are referred to in sub-paragraphs (i) to (viii) of this Condition (h);

### **Certain events occurring since 30 April 2015**

- (i) save as Disclosed, no member of the Wider Darty Group having, since 30 April 2015:
  - (i) save as between Darty and wholly-owned subsidiaries of Darty or for Darty Shares issued under or pursuant to the exercise of options and vesting of awards granted under the Darty Share Plans, issued, authorised or proposed the issue of additional shares of any class;
  - (ii) save as between Darty and wholly-owned subsidiaries of Darty or for the grant of options and awards and other rights under the Darty Share Plans, issued or agreed to issue, authorised or proposed the issue of securities convertible into shares of any class or rights, warrants or options to subscribe for, or acquire, any such shares or convertible securities;

- (iii) other than to another member of the Darty Group, prior to completion of the Proposed Acquisition, recommended, declared, paid or made any dividend or other distribution payable in cash or otherwise except for ordinary course dividends;
- (iv) save for intra-Darty Group transactions, merged or demerged with any body corporate or acquired or disposed of or transferred, mortgaged or charged or created any security interest over any assets or any right, title or interest in any asset (including shares and trade investments) or authorised or proposed or announced any intention to propose any merger, demerger, acquisition or disposal, transfer, mortgage, charge or security interest, in each case, other than in the ordinary course of business and, in each case, to the extent which is material in the context of the Wider Darty Group taken as a whole;
- (v) save for intra-Darty Group transactions, made or authorised or proposed or announced an intention to propose any change in its loan capital in each case, to the extent which is material in the context of the Wider Darty Group taken as a whole;
- (vi) issued, authorised or proposed the issue of any debentures or (save for intra-Darty Group transactions), save in the ordinary course of business, incurred or increased any indebtedness or become subject to any contingent liability;
- (vii) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, save in respect to the matters mentioned in sub-paragraph (i) above, made any other change to any part of its share capital in each case, to the extent which is material in the context of the Wider Darty Group taken as a whole;
- (viii) implemented, or authorised, proposed or announced its intention to implement, any reconstruction, amalgamation, scheme, commitment or other transaction or arrangement otherwise than in the ordinary course of business or entered into or changed the terms of any contract with any director or senior executive;
- (ix) entered into or varied or authorised, proposed or announced its intention to enter into or vary any contract, transaction or commitment (whether in respect of capital expenditure or otherwise) which is of a long term, onerous or unusual nature or magnitude or which is or could be materially restrictive on the businesses of any member of the Wider Darty Group or the Wider Fnac Group or which involves or is reasonably likely to involve an obligation of such a nature or magnitude or which is other than in the ordinary course of business, in each case, to the extent which is material in the context of the Wider Darty Group taken as a whole;
- (x) (other than in respect of a member which is dormant and was solvent at the relevant time) taken any corporate action or had any legal proceedings started or threatened against it for its winding-up, dissolution or reorganisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of all or any part of its assets or revenues or any analogous proceedings in any jurisdiction or had any such person appointed, in each case, to the extent which is material in the context of the Wider Darty Group taken as a whole;
- (xi) entered into any contract, transaction or arrangement which would be restrictive on the business of any member of the Wider Darty Group or the Wider Fnac Group other than of a nature and extent which is normal in the context of the business concerned;
- (xii) waived or compromised any claim otherwise than in the ordinary course of business which is material in the context of the Darty Group taken as a whole;
- (xiii) entered into any contract, commitment, arrangement or agreement otherwise than in the ordinary course of business or passed any resolution or made any Proposed Acquisition (which remains open for acceptance) with respect to or announced any intention to, or to propose to, effect any of the transactions, matters or events referred to in this condition;
- (xiv) having made or agreed or consented to any change to:
  - (a) the terms of the trust deeds constituting the pension scheme(s) established by any member of the Wider Darty Group for its directors, employees or their dependents;
  - (b) the contributions payable to any such scheme(s) or to the benefits which accrue or to the pensions which are payable thereunder;
  - (c) the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined; or
  - (d) the basis upon which the liabilities (including pensions) of such pension schemes are funded, valued or made,

in each case, to the extent which is material in the context of the Wider Darty Group taken as a whole;

- (xv) proposed, agreed to provide or modified the terms of any of the Darty Share Plans or other benefit constituting a material change relating to the employment or termination of employment of a material category of persons employed by the Wider Darty Group or which constitutes a material change to the terms or conditions of employment of any senior employee of the Wider Darty Group, save as agreed by the Panel or by Fnac; or
- (xvi) taken (or agreed or proposed to take) any action which requires, or would require, the consent of the Panel or the approval of Darty Shareholders in general meeting in accordance with, or as contemplated by, Rule 21.1 of the City Code,

and, for the purposes of sub-paragraphs (iii), (iv), (v) and (vi) of this Condition, the term “Darty Group” shall mean Darty and its wholly-owned subsidiaries;

**No adverse change, litigation or regulatory enquiry**

- (j) save as Disclosed, since 30 April 2015:
  - (i) no adverse change or deterioration having occurred in the business, assets, financial or trading position or profits or prospects of any member of the Wider Darty Group which is material in the context of the Wider Darty Group taken as a whole;
  - (ii) no litigation, arbitration proceedings, prosecution or other legal proceedings to which any member of the Wider Darty Group is or may become a party (whether as a plaintiff, defendant or otherwise) and no investigation by any Third Party against or in respect of any member of the Wider Darty Group having been instituted announced or threatened by or against or remaining outstanding in respect of any member of the Wider Darty Group which in any such case has had or might reasonably be expected to have an adverse effect on the Wider Darty Group taken as a whole;
  - (iii) no contingent or other liability having arisen or become apparent to Fnac which would be likely to adversely affect the Wider Darty Group taken as a whole; and
  - (iv) no steps having been taken which are likely to result in the withdrawal, cancellation, termination or modification of any licence held by any member of the Wider Darty Group which is necessary for the proper carrying on of its business and the withdrawal, cancellation, termination or modification of which has had, or would reasonably be expected to have, a material adverse effect on the Wider Darty Group taken as a whole;

**No discovery of certain matters**

- (k) save as Disclosed, Fnac not having discovered:
  - (i) that any financial, business or other information concerning the Wider Darty Group as contained in the information publicly disclosed at any time by or on behalf of any member of the Wider Darty Group is materially misleading, contains a material misrepresentation of fact or omits to state a fact necessary to make that information not misleading, in each case, to the extent which is material in the context of the Wider Darty Group taken as a whole;
  - (ii) that any member of the Wider Darty Group, partnership, company or other entity in which any member of the Wider Darty Group has a significant economic interest and which is not a subsidiary undertaking of Darty is subject to any liability (contingent or otherwise) which is not disclosed in the Annual Report and Accounts of Darty for the financial year ended 30 April 2015 in each case, to the extent which is material in the context of the Wider Darty Group taken as a whole; or
  - (iii) any information which affects the import of any information disclosed at any time by or on behalf of any member of the Wider Darty Group and which is material in the context of the Wider Darty Group taken as a whole;
- (l) save as Disclosed, Fnac not having discovered that:
  - (i) any past or present member of the Wider Darty Group has failed to comply with any and/or all applicable legislation or regulation, of any jurisdiction with regard to the storage, carriage, disposal, spillage, release, discharge, leak or emission of any waste or hazardous substance or any substance likely to impair the environment or harm human health or animal health or otherwise relating to environmental matters or the health and safety of humans, or that there has otherwise been any such

storage, carriage, disposal, spillage, release, discharge, leak or emission (whether or not the same constituted a non-compliance by any person with any such legislation or regulations, and wherever the same may have taken place) any of which storage, carriage, disposal, spillage, release, discharge, leak or emission would be likely to give rise to any liability (actual or contingent) on the part of any member of the Wider Darty Group and which is material in the context of the Wider Darty Group taken as a whole;

- (ii) there is, or is likely to be, for that or any other reason whatsoever, any liability (actual or contingent) of any past or present member of the Wider Darty Group to make good, repair, reinstate or clean up any property or any controlled waters now or previously owned, occupied, operated or made use of or controlled by any such past or present member of the Wider Darty Group, under any environmental legislation, regulation, notice, circular or order of any government, governmental, quasi-governmental, state or local government, supranational, statutory or other regulatory body, agency, court, association or any other person or body in any jurisdiction and which is material in the context of the Wider Darty Group taken as a whole or the Offer;
- (iii) circumstances exist (whether as a result of the Offer or otherwise) which would be reasonably likely to lead to any Third Party instituting, or whereby any member of the Wider Fnac Group or any present or past member of the Wider Darty Group would be likely to be required to institute, an environmental audit or take any other steps which would in any such case be reasonably likely to result in any liability (whether actual or contingent) to improve, modify existing or install new plant, machinery or equipment or carry out changes in the processes currently carried out or make good, remediate, repair, re-instate or clean up any land or other asset currently or previously owned, occupied or made use of by any past or present member of the Wider Darty Group (or on its behalf) or by any person for which a member of the Wider Darty Group is or has been responsible, or in which any such member may have or previously have had or be deemed to have had an interest which is material in the context of the Wider Darty Group taken as a whole or the Offer; or
- (iv) circumstances exist whereby a person or class of persons would be likely to have any claim or claims in respect of any product or process of manufacture or materials used therein currently or previously manufactured, sold or carried out by any past or present member of the Wider Darty Group which claim or claims would be likely, materially and adversely, to affect any member of the Wider Darty Group and which is material in the context of the Darty Group taken as a whole or the Offer; and

#### **Anti-corruption, sanctions and criminal property**

(m) save as Disclosed, Fnac not having discovered that:

- (i) (a) any past or present member, director, officer or employee of the Wider Darty Group is or has at any time engaged in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 or any other applicable anti-corruption legislation or (b) any person that performs or has performed services for or on behalf of the Wider Darty Group is or has at any time engaged in any activity, practice or conduct in connection with the performance of such services which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 or any other applicable anti-corruption legislation and regulation;
- (ii) any asset of any member of the Wider Darty Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition);
- (iii) any past or present member, director, officer or employee of the Darty Group, or any other person for whom any such person may be liable or responsible, has engaged in any business with, made any investments in, made any funds or assets available to or received any funds or assets from: (a) any government, entity or individual in respect of which US or European Union persons, or persons operating in those territories, are prohibited from engaging in activities or doing business, or from receiving or making available funds or economic resources, by US or European Union laws or regulations, including the economic sanctions administered by the United States Office of Foreign Assets Control, or HMRC; or (b) any government, entity or individual targeted by any of the economic sanctions of the United Nations, the United States, the European Union or any of its member states; or
- (iv) no member of the Darty Group being engaged in any transaction which would cause Fnac to be in breach of any law or regulation upon its acquisition of Darty, including the economic sanctions of the United States Office of Foreign Assets Control, or HMRC, or any government, entity or individual targeted by any of the economic sanctions of the United Nations, the United States, the European Union or any of its member states.

For the purposes of these Conditions the “Wider Darty Group” means Darty and its subsidiary undertakings, associated undertakings and any other undertaking in which Darty and/or such undertakings (aggregating their interests) have a significant interest and the “Wider Fnac Group” means Fnac and its subsidiary undertakings, associated undertakings and any other undertaking in which Fnac and/or such undertakings (aggregating their interests) have a significant interest and for these purposes “subsidiary undertaking” and “undertaking” have the meanings given by the Act, “associated undertaking” has the meaning given by paragraph 19 of Schedule 6 to the Large and Medium-sized Companies and Groups (Accounts and Reports) Regulations 2008, other than paragraph 19(1)(b) of Schedule 6 to those regulations which shall be excluded for this purpose, and “significant interest” means a direct or indirect interest in 20 per cent. or more of the equity share capital (as defined in the Act).

## Section B:

### Waiver and Invocation of the Conditions

Fnac reserves the right to waive, in whole or in part, all or any of the Conditions set out in Section A of Part 2 above, except for Conditions (a) (*Acceptance Condition*), (f) (*Fnac Shareholder approval*) and (g) (*Admission to trading of New Fnac Shares*), which cannot be waived. The Offer will be subject to the satisfaction (or waiver, if permitted) of the Conditions and further terms set out in this Part 2 of this Offer Document and in the Forms of Acceptance.

The Offer shall lapse unless all of the Conditions have been fulfilled or, where permitted, waived or, where appropriate, have been determined by Fnac to be or remain satisfied, by midnight (London time) on the 21<sup>st</sup> day after the later of (i) the First Closing Date; and (ii) the date on which Condition (a) (*Acceptance Condition*), is fulfilled (or, in each case, such later date as Fnac may determine, in accordance with the City Code).

Fnac shall be under no obligation to waive (if capable of waiver), to determine to be or remain satisfied or to treat as satisfied any of Conditions (b) to (e) (inclusive) and (h) to (m) (inclusive) that are capable of waiver by a date earlier than the latest date specified above for the fulfilment of the relevant Condition, notwithstanding that the other Conditions to the Offer may at such earlier date have been waived or fulfilled and that there are at such earlier date no circumstances indicating that any such Condition(s) may not be capable of fulfilment.

If Fnac is required by the Panel to make an offer for Darty Shares under the provisions of Rule 9 of the City Code, Fnac may make such alterations to the Conditions as are necessary to comply with the provisions of that Rule.

## Section C:

### Further terms of the Offer

#### 1. Definitions

Except where the context otherwise requires, any reference in this Offer Document and in the Forms of Acceptance to:

- (i) the “Offer” shall mean the Offer and shall include any revision or extension thereof;
- (ii) to the Offer being or becoming or being declared “unconditional” shall be construed as references to the Offer becoming or being declared unconditional as to acceptances whether or not any other condition of the Offer remains to be fulfilled;
- (iii) the “Acceptance Condition” is to the condition as to acceptances in paragraph (a) of Section A of Part 2 of this Offer Document and references to the Offer being unconditional as to acceptances shall be construed accordingly;
- (iv) “acceptances of the Offer” includes deemed acceptances of the Offer;
- (v) an “extension” of the Offer includes a reference to an extension of the date by which the Offer must become or be declared unconditional in all respects;
- (vi) “Day 39” shall mean 26 June 2016 or such later date as the Panel may agree;
- (vii) “Day 46” shall mean 3 July 2016 or such later date as the Panel may agree; and
- (viii) “Day 60” shall mean 17 July 2016 or such later date as the Panel may agree.

#### 2. Certain further terms applicable to the Offer

- (a) The New Fnac Shares will be issued credited as fully paid, will be admitted to trading on Euronext Paris and will rank *pari passu* in all respects with Fnac Shares in issue at the time the New Fnac Shares are issued pursuant to the Offer, including the right to receive and retain dividends and other distributions declared, made or paid by reference to a record date falling after the Effective Date. A description of the New Fnac Shares and the rights and restrictions attaching to the New Fnac Shares is set out in Part 5 of this Offer Document and in the Prospectus.
- (b) If a valid election to receive New Fnac Shares pursuant to the terms of the Offer would not result in the issue of a whole number of New Fnac Shares (after any *pro rata* scaling down in accordance with the terms of the Offer) then, if such election is made pursuant to the terms of the Partial Share Alternative of the Third Increased Final Offer, the number of New Fnac Shares to be issued to that Darty Shareholder shall be rounded down to the nearest whole number and the balance of the consideration will be satisfied in cash, or, if such election is made pursuant to the terms of the Original Offer, will be aggregated with other such fractional entitlements arising in respect of elections to receive New Fnac Shares pursuant to the terms of the Original Offer and sold as soon as practicable after the Effective Date, the net proceeds of such sale being paid in cash to the relevant Darty Shareholders in accordance with their fractional entitlements, provided that, in each case, individual entitlements to amounts less than £5.00 will not be paid but will be retained for the benefit of Fnac.
- (c) Darty Shares which will be acquired pursuant to the Offer will be acquired fully paid and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights now or hereafter attaching or accruing to them, including voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made or, save as set out in (d) below, paid on or after the date of completion of their acquisition.
- (d) If any dividend (or other distribution) is paid or becomes payable by Darty to Darty Shareholders, Fnac will make an equivalent reduction to the offer consideration payable pursuant to the Third Increased Final Offer and, save in respect of future dividends in the ordinary course, Fnac reserves the right to make an equivalent reduction to the offer consideration payable pursuant to the Original Offer.
- (e) A maximum number of 8,472,851 New Fnac Shares (representing approximately 51 per cent. of the share capital of Fnac in issue at the Last Practicable Date<sup>5</sup>) will be available under the Offer and will be issued to those Eligible Darty Shareholders that make a valid election to receive New Fnac Shares under the Original Offer and/or (subject to scaling back) pursuant to the terms of the Partial Share Alternative of the Third Increased Final Offer.

<sup>5</sup> It is expected that this will represent approximately 43 per cent. of the share capital of Fnac following the successful completion of the Vivendi Subscription.

- (f) Subject to scaling back to take account of valid acceptances received in respect of the Original Offer and elections for New Fnac Shares thereunder and to ensure sufficient New Fnac Shares will be available as may be required on the reintroduction of a partial share alternative (on the same terms as were available to Darty Shareholders who validly accepted the Third Increased Final Offer and elected for the Partial Share Alternative) on the operation of Sections 974 to 991 of the Act (which relate to the right of Darty Shareholders who have not accepted the Offer to have their Darty Shares acquired by Fnac and the right of Fnac to acquire such Darty Shares, in each case on the same terms as the Offer), elections for New Fnac Shares pursuant to the Partial Share Alternative of the Third Increased Final Offer will be capable of satisfaction in full in respect of a maximum number of 211,821,286 Darty Shares (representing approximately 40 per cent. of the issued share capital of Darty in issue as of the Last Practicable Date). To the extent that valid elections for New Fnac Shares pursuant to the terms of the Partial Share Alternative of the Third Increased Final Offer cannot be satisfied in full, they will be scaled down as nearly as reasonably practicable *pro rata* to the number of New Fnac Shares which each Eligible Darty Shareholder's valid election pursuant to the Partial Share Alternative of the Third Increased Final Offer (as the case may be) bears to the total aggregate number of New Fnac Shares which will be issued pursuant to all valid elections made under the Partial Share Alternative of the Third Increased Final Offer. The balance of any consideration owed to such Eligible Darty Shareholders will be satisfied in cash on the basis of 170 pence per Darty Share held.
- (g) Elections pursuant to the Partial Cash Alternative of the Original Offer for up to a basic entitlement of £66,686,321<sup>6</sup> will be satisfied in full. To the extent that elections under the Partial Cash Alternative in excess of the basic entitlement cannot be satisfied in full, they will be scaled down as nearly as reasonably practicable *pro rata* to the value which each Eligible Darty Shareholder's valid election under the Partial Cash Alternative bears to the total aggregate value of all valid elections made under the Partial Cash Alternative. To the extent more elections under the Partial Cash Alternative are received than there is cash available pursuant to the terms of the Partial Cash Alternative, then the amount of cash received by Eligible Darty Shareholders shall be scaled down on a *pro rata* basis with the balance of the consideration owed to such Darty Shareholders being satisfied in New Fnac Shares on the basis of 1 New Fnac Share for every 37 Darty Shares held. To the extent such Darty Shareholder is a Restricted Shareholder, Fnac may sell, or arrange for the sale of, such New Fnac Shares to which such Darty Shareholder would otherwise have been entitled and shall remit the cash proceeds of such sale in pounds sterling and net of expenses to such Darty Shareholder. In relation to such sales, Fnac shall seek to obtain the best price reasonably obtainable but shall be under no obligation to achieve a particular price per share.

### 3. Acceptance Period

- (a) The Offer shall remain open for acceptance for a minimum of 14 calendar days from the First Closing Date or the date the Offer becomes or is declared unconditional as to acceptances, whichever is later. Not less than 14 calendar days' notice will be given in respect of the closure of any of the Original Offer, the Partial Cash Alternative, the Third Increased Final Offer and/or the Partial Share Alternative.
- (b) Except with the consent of the Panel, Fnac will not revise the Offer or publish any revised offer documentation following the date of this Offer Document. If (with the consent of the Panel) Fnac does revise its Offer, it will remain open for acceptance for a period of at least 14 calendar days (or such other period as may be permitted by the Panel) after the date on which Fnac publishes the revised offer document.
- (c) If a competitive situation arises (as determined by the Panel) after the date of this Offer Document, Fnac may (with the consent of the Panel) extend or revise the Offer provided it complies with the requirements of the City Code.
- (d) If Darty publishes material new information of the kind referred to in Rule 31.9 of the City Code after Day 39, Fnac may (with the consent of the Panel) choose not to be bound by the terms of the Offer and shall be free to extend or revise the Offer if permitted to do so by the Panel, provided that it complies with the requirements of the City Code.
- (e) If a competitive situation arises as determined by the Panel and is continuing on the Business Day immediately preceding Day 60 or, in respect of the offer made (or revised offer to be made) by Conforama Investissement 2 S.A.S., continues to exist on that date, and the Offer has not previously become or been declared unconditional in all respects, or has been withdrawn or lapsed, Fnac will enable holders of Darty

<sup>6</sup> €95,000,000 calculated by reference to the £/€ exchange rate of £1:€1.4246 on 19 November 2015, being the last Business Day prior to the date of the Original Offer Announcement, and rounded down to the nearest pound.

Shares in uncertificated form, who have not already validly accepted the Offer but who have previously accepted a competing offer, to accept the Offer by special form of acceptance to take effect on Day 60. The special form of acceptance shall constitute a valid acceptance of the Offer provided that:

- (i) it is received by the Receiving Agent on or before Day 60;
- (ii) the relevant Darty Shareholder shall have applied to withdraw his acceptance of the competing offer but that the Darty Shares to which such withdrawal relates shall not have been released from escrow by the escrow agent to the competing offer before Day 60; and
- (iii) the Darty Shares to which the special form of acceptance relates are not transferred to escrow in accordance with the procedure for acceptance set out in the letter from the Chairman and Chief Executive Officer of Fnac contained in Part 1 of this Offer Document on or before Day 60, but an undertaking is given that they will be so transferred as soon as possible thereafter.

Darty Shareholders wishing to use such special forms of acceptance should apply to the Receiving Agent, Computershare, by telephone between 9.00 a.m. and 5.00 p.m. Monday to Friday (except UK public holidays) on 0370 873 5882 (or from outside the United Kingdom on +44 370 873 5882) on the Business Day preceding Day 60 in order that such forms can be despatched. Notwithstanding the right to use such a special form for acceptance, holders of Darty Shares in uncertificated form may not use a Form of Acceptance (or any other purported acceptance form) for the purpose of accepting the Offer in respect of such shares.

#### **4. Acceptance Condition**

- (a) Except with the consent of the Panel, for the purpose of determining at any particular time whether the Acceptance Condition is satisfied, Fnac may only take into account acceptances received or purchases of Darty Shares made in respect of which all relevant documents and/or TTE instructions are received by the Receiving Agent:
  - (i) by 1.00 p.m. on 17 July 2016; or
  - (ii) if the Offer is extended with the consent of the Panel, such later time(s) or date(s) as these parties may agree.

If the latest time at which the Offer may become or be declared unconditional in all respects is extended beyond 1.00 p.m. on 17 July 2016, acceptances received and purchases made in respect of which the relevant documents are received by the Receiving Agent after such time may only be taken into account with the agreement of the Panel (except where the City Code permits otherwise).

- (b) Except as otherwise agreed by the Panel:
  - (i) an acceptance of the Offer will only be counted towards fulfilling the Acceptance Condition if the requirements of Note 4 and, if applicable, Note 6 on Rule 10 of the City Code are satisfied in respect of it;
  - (ii) a purchase of Darty Shares by Fnac or its nominee(s) or (if Fnac is required by the Panel to make an offer for Darty Shares under Rule 9 of the City Code) by a person acting in concert with Fnac or its nominee(s), will only be counted towards fulfilling the Acceptance Condition if the requirements of Note 5 and, if applicable, Note 6 on Rule 10 of the City Code are satisfied in respect of it;
  - (iii) Darty Shares which have been borrowed by Fnac may not be counted towards fulfilling the Acceptance Condition; and
  - (iv) before the Offer may become or be declared unconditional, the Receiving Agent shall issue a certificate to Fnac or Rothschild (or their respective agents) which states the number of Darty Shares in respect of which acceptances have been received, and the number of Darty Shares otherwise acquired, whether before or during the Offer Period, which comply with the provisions of this paragraph 4. A copy of the certificate will be sent to the Panel as soon as possible after it is issued.
- (c) For the purpose of determining at any particular time whether the Acceptance Condition is satisfied Fnac is not bound (unless required by the Panel) to take into account any Darty Shares which have been unconditionally allotted or issued or which arise as a result of the exercise of conversion rights before the determination takes place unless Darty or its agent has given written notice to Fnac or the Receiving Agent, Computershare Investor Services PLC, at Corporate Actions Projects, The Pavilions, Bridgwater Road, Bristol BS99 6AH on behalf of Fnac, containing relevant details of the allotment, issue or conversion. Notification by e-mail, telex, facsimile or other electronic transmission does not constitute written notice for this purpose.

## 5. Announcements

- (a) Without prejudice to paragraph 5(b) below, by 8.00 a.m. on the next Business Day (the “relevant day”) following the day on which the Offer is due to expire or becomes or is declared unconditional, or is revised or extended (or such later time(s) or date(s) as the Panel may agree), Fnac will make an appropriate announcement through a Regulatory Information Service. The announcement will state (unless otherwise permitted by the Panel):
- (i) the total number of Darty Shares (A) for which acceptances of the Offer have been received (specifying the extent, if any, to which such acceptances have been received from any person(s) acting or deemed to be acting in concert with Fnac for the purposes of the Offer) and (B) which were the subject of an irrevocable commitment or letter of intent procured by Fnac or any person acting in concert with it;
  - (ii) details of any Darty relevant securities (as defined in the City Code) in which Fnac or any person acting in concert with it has an interest or in respect of which it has a right to subscribe, in each case specifying the nature of the interests or rights concerned and details of any short positions over Darty relevant securities held by Fnac or any person acting in concert with it (whether conditional or absolute and whether in the money or otherwise) including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery;
  - (iii) details of any Darty relevant securities in respect of which Fnac or any person acting in concert with it has an outstanding irrevocable commitment or letter of intent;
  - (iv) details of any relevant securities of Darty which Fnac or any person acting in concert with it has borrowed or lent, save for any borrowed shares which have been either on-lent or sold; and
  - (v) the total number of shares which Fnac may count towards satisfaction of the Acceptance Condition, and will specify the percentages of each class of relevant securities represented by these figures and the total number of shares which Fnac may count towards the satisfaction of the Acceptance Condition.
- (b) Except as otherwise agreed by the Panel, in computing the number of Darty Shares represented by acceptances and/or purchases for the announcement, an acceptance or purchase will only be counted towards fulfilling the Acceptance Condition if the requirements of Notes 4, 5 and 6 (as applicable) on Rule 10 of the City Code are satisfied. Subject to this, Fnac may include or exclude, for announcement purposes, acceptances and purchases not in all respects in order or not accompanied by the relevant share certificate(s) and/or other document(s) of title and/or not accompanied by the relevant TTE instruction or which are subject to verification.
- (c) Any decision to extend the time and/or date by which the Offer must become or is declared unconditional may be made at any time up to, and will be announced by 8.00 a.m. on the relevant day or such later time(s) and/or date(s) as the Panel may agree. The announcement will state the next expiry time and date unless the Offer is then unconditional, in which case a statement may instead be made that the Offer will remain open until further notice.
- (d) In this paragraph 5, references to the making of an announcement or the giving of notice by or on behalf of Fnac include, in each case, the release of an announcement by Fnac’s public relations consultants or Rothschild or other nominee of Fnac, in each case on behalf of Fnac, to the press and/or the transmission by whatever means of an announcement to a Regulatory Information Service. An announcement made otherwise than through a Regulatory Information Service will be notified simultaneously through a Regulatory Information Service (unless otherwise agreed by the Panel).
- (e) A copy of any announcement made by Fnac in accordance with this paragraph 5 will be available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions and in the United States, for inspection on Fnac’s website at [www.group-fnac.com](http://www.group-fnac.com) as soon as possible and in any event by no later than 12 noon on the Business Day following the announcement.
- (f) Without limiting the manner in which Fnac may choose to make any public announcement and, subject to the obligations of Fnac under applicable law and paragraph (e) above, Fnac will have no obligation to publish, advertise or otherwise communicate any such public announcement other than by making a release to a Regulatory Information Service.

## 6. Rights of withdrawal

- (a) Acceptances of and elections by Darty Shareholders under the Offer are irrevocable, subject to the remainder of this paragraph 6.

- (b) If Fnac, having announced the Offer to be unconditional, fails to comply by 1.00 p.m. on the relevant day (or such later time and/or date as the Panel may agree) with any of the other requirements specified in paragraph 5(a) above, an accepting Darty Shareholder may (unless the Panel agrees otherwise) withdraw his acceptance of the Offer by written notice (or otherwise in accordance with sub-paragraph (h) below).
- (c) An accepting Darty Shareholder may not withdraw his acceptance of the Offer at any time after the time that Fnac announces that the Offer has become or is declared unconditional.
- (d) All questions as to the validity (including time of receipt) of any notice of withdrawal will be determined by Fnac whose determination (except as required by the Panel) will be final and binding. None of Fnac, Rothschild, the Receiving Agent, or any other person, will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or incur any liability for failure to give such notification or for any determination under this paragraph 6.
- (e) If an accepting Darty Shareholder withdraws his acceptance, all documents of title and other documents lodged with the Form of Acceptance will be returned as soon as practicable following the receipt of the withdrawal (and in any event within 14 calendar days and, to the extent practicable, within seven to ten calendar days) and the Receiving Agent will immediately give instructions for the release of securities held in escrow.
- (f) Darty Shares in respect of which acceptances have been properly withdrawn in accordance with this paragraph 6 may subsequently be re-assented to the Offer by following one of the procedures described in paragraph 21 of Part 1 of this Offer Document at any time while the Offer remains open for acceptance.
- (g) In this paragraph 6, “written notice” (including any letter of appointment, direction or authority) means notice in writing signed by the relevant accepting Darty Shareholder (or his/their agent(s) duly appointed in writing and evidence of whose appointment satisfactory to Fnac is produced with the notice) given by post at the Receiving Agent, Computershare Investor Services PLC, at Corporate Actions Projects, The Pavilions, Bridgwater Road, Bristol BS99 6AH, or (during normal business hours) by hand at the Receiving Agent, Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8AE. Facsimile or other electronic transmission or copies will not be sufficient. A notice which is postmarked in, or otherwise appears to Fnac or its agents to have been sent from any Restricted Jurisdiction may not be treated as valid.
- (h) In the case of Darty Shares held in uncertificated form, if withdrawals are permitted pursuant to paragraphs (a) and (b) above, an accepting Darty Shareholder may withdraw his acceptance through CREST by sending (or, if a CREST sponsored member, procuring that his CREST sponsor sends) an ESA instruction to settle in CREST in relation to each Electronic Acceptance to be withdrawn. Each ESA instruction must, in order for it to be valid and to settle, include the following details:
- the number of Darty Shares to be withdrawn, together with their ISIN number which is GB0033040113;
  - the member account ID of the accepting shareholder, together with his participant ID;
  - the member account ID of the Escrow Agent included in the relevant Electronic Acceptance to be withdrawn;
  - the Escrow Agent’s participant ID (this is 3RA28);
  - the CREST transaction reference number of the Electronic Acceptance to be withdrawn;
  - the intended settlement date for the withdrawal;
  - the corporate action number for the Offer; and
  - input with standard delivery instruction priority of 80.

Any such withdrawal will be conditional upon the Receiving Agent verifying that the withdrawal request is validly made. Accordingly, the Receiving Agent will, on behalf of Fnac, reject or accept the withdrawal by transmitting in CREST a receiving agent reject (AEAD) or receiving agent accept (AEAN) message.

## **7. Increased Offer**

- (a) Except with the consent of the Panel, Fnac will not revise the Offer or publish any revised offer document following the date of this Offer Document. However, should any revision be permitted and if, with the consent of the Panel, Fnac revises the Offer (from its original or previously revised form(s) and either in its terms and conditions or in the value or nature of the consideration offered or otherwise), the benefit of the

revised offer will be made available to a Darty Shareholder who has accepted the Offer (in its original or any revised form(s)) (a “previous acceptor”). The acceptance of the Offer by or on behalf of a previous acceptor will, subject to paragraphs 7(d) and 8 below, be deemed an acceptance of the revised offer and will constitute the separate appointment of each of Fnac and any director of Fnac or persons authorised by Fnac or Rothschild as its attorney and/or agent with authority:

- (i) to accept the revised offer on behalf of such previous acceptor;
- (ii) if the revised offer includes alternative form(s) of consideration, to make elections for and/or accept the alternative form(s) of consideration on his behalf in the proportions the attorney and/or agent in his absolute discretion thinks fit; and
- (iii) to execute on his behalf and in his name all further documents (if any) and to do all things (if any) as may be required to give effect to such acceptances and/or elections.

In making any election and/or acceptance, the attorney and/or agent will take into account the nature of any previous acceptance(s) or election(s) made by or on behalf of the previous acceptor and other facts or matters he may reasonably consider relevant. The attorney and/or agent shall not be liable to any Darty Shareholder or any other person in making such election and/or acceptance or in making any determination in respect thereof.

- (b) Although no revision is contemplated, if the Offer is revised (with the consent of the Panel), a revised offer document will be published. On the day of publication, Fnac will publish the offer document on its website and will announce that the document has been so published. Where necessary, a circular containing the opinion of the Darty Directors on the revised offer will be published. On the day of publication, Darty will publish the offer document on its website and will announce that it has been so published.
- (c) Although no revision is contemplated, if the revised offer document is published, both Fnac and Darty will make the revised offer document readily and promptly available to the representatives of the employees of Fnac and Darty respectively or, where there are no such representatives, to the employees themselves.
- (d) The deemed acceptance and/or election referred to in paragraph (a) above shall not apply, if, as a result, a previous acceptor would (on such basis as Rothschild may reasonably consider appropriate) receive and/or retain (as appropriate) less in aggregate in consideration under the revised offer or otherwise than he would have received and/or retained (as appropriate) in aggregate in consideration as a result of his acceptance of the Offer in the form originally accepted by such previous acceptor or on his behalf.
- (e) The deemed acceptance and/or election referred to in paragraph (a) above shall not apply, and the power of attorney and the authorities conferred by that paragraph shall not be exercised in the case of a previous acceptor who (i) lodges with the Receiving Agent, within 14 calendar days of publication of the revised offer documentation, a form of acceptance (or any other form issued on behalf of Fnac) in which he validly elects to receive consideration under the revised offer in some other manner or (ii) sends (or, if a CREST sponsored member, procures that his CREST sponsor sends), in respect of Darty Shares in uncertificated form, an ESA instruction to settle in CREST in relation to each Electronic Acceptance in respect of which an election is to be changed. Each ESA instruction must, in order for it to be valid and to settle, include the following details:
  - the number of Darty Shares in respect of which the changed election is made, together with their ISIN number which is GB0033040113;
  - the member account ID of the previous acceptor, together with his participant ID;
  - the member account ID of the Escrow Agent included in the relevant Electronic Acceptance;
  - the Escrow Agent’s participant ID (this is 3RA28);
  - the CREST transaction reference number of the Electronic Acceptance in respect of which the election is to be changed;
  - the intended settlement date for the changed election;
  - the corporate action number for the Offer, which is allocated by Euroclear and can be found by viewing the relevant corporate action details in CREST; and
  - input with standard delivery instruction priority of 80,

and, in order that the desired change of election can be effected, must include the member account ID of the Escrow Agent relevant to the new election.

Any such change of election will be conditional upon the Receiving Agent verifying that the request is validly made. Accordingly, the Receiving Agent will on behalf of Fnac reject or accept the requested change of election by transmitting in CREST a receiving agent reject (AEAD) or receiving agent accept (AEAN) message.

- (f) The powers of attorney and authorities conferred by this paragraph 7 and any acceptance of a revised offer and/or any election in relation to it shall be irrevocable.
- (g) Fnac reserves the right to treat an executed Form of Acceptance or TTE instruction relating to the Offer (in its original or any previously revised form(s)) which is received (or dated) after the announcement or issue of any revised offer as a valid acceptance of the revised offer (and where applicable a valid election for the alternative forms of consideration). That acceptance will constitute a power of attorney and an authority in the terms of paragraph (a) above, *mutatis mutandis*, on behalf of the relevant Darty Shareholder.

## **8. Overseas Shareholders**

- (a) The making of the Offer in jurisdictions outside the United Kingdom or France or to Overseas Shareholders or to persons who are custodians, nominees of or trustees for such persons may be prohibited or affected by the laws of the relevant jurisdiction. Such Overseas Shareholders should inform themselves about and observe any applicable legal requirements of such jurisdictions. It is the responsibility of any Overseas Shareholder wishing to accept the Offer to satisfy himself as to the full observance of the laws and regulatory requirements of the relevant jurisdiction in connection with the Offer, including obtaining any governmental, exchange control or other consents which may be required or the compliance with other necessary formalities needing to be observed and the payment of any issue, transfer or other taxes or duties or other requisite payments due in that jurisdiction. Any such Overseas Shareholder shall be responsible for any such issue, transfer or other taxes or duties or other payments by whomsoever payable and Fnac (and any person acting on behalf of it) shall be fully indemnified and held harmless by such Overseas Shareholders for any such issue, transfer or other taxes or duties or other payments which Fnac (and any person acting on behalf of it) may be required to pay.
- (b) The Offer is not being made, directly or indirectly, in or into or by use of the mails of, or by any means or instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or of any facility of a national, state or other securities exchange of any area subject to its jurisdiction or any political division thereof, nor is it being made in any Restricted Jurisdiction and the Offer cannot be accepted by any such use, means or instrumentality or otherwise from within any Restricted Jurisdiction.
- (c) The New Fnac Shares, which will be issued in connection with the Offer, have not been and will not be registered under any of the relevant securities laws of any Restricted Jurisdiction and no regulatory clearance in respect of the New Fnac Shares has been, or will be, applied for in any jurisdiction other than France. The New Fnac Shares may not be offered, sold or delivered, directly or indirectly, in any Restricted Jurisdiction except pursuant to exemptions from applicable requirements of any such jurisdiction.
- (d) A Prospectus relating to the issuance of New Fnac Shares pursuant to the Offer has been published and is available to Eligible Darty Shareholders on Fnac's website at [www.groupe-fnac.com](http://www.groupe-fnac.com). Please note, however, that certain information on Fnac's website may not be accessible to persons in Restricted Jurisdictions, including the United States. The Prospectus has not been and will not be submitted for approval to any market supervisory authority other than the competent authority of France, the AMF, and will not be passported into any jurisdiction other than the UK. Consequently, no steps may be taken that would constitute or that would result in an offer to the public of New Fnac Shares outside of France and the UK. The distribution of the Prospectus may, in certain jurisdictions, be restricted by law, and the Prospectus may not be used for the purpose of, or in connection with, any offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom it is unlawful to make such offer or solicitation. In particular, the Prospectus should not be distributed, mailed, forwarded to or transmitted in or into the United States under any circumstance.
- (e) Accordingly, the New Fnac Shares may not be offered or sold, directly or indirectly, and the Prospectus, this Offer Document, the Forms of Acceptance or any other document related to the Proposed Acquisition may not be distributed or published, in any jurisdiction whatsoever save in compliance with all applicable laws and regulations. Investors must inform themselves about and observe any such restrictions and, Fnac assumes no liability in respect thereof.
- (f) Copies of this Offer Document, the Forms of Acceptance, the Prospectus and any related documents are not being (unless determined otherwise by Fnac in its sole discretion), and must not be, mailed, forwarded or otherwise distributed or sent in, into or from any Restricted Jurisdiction including to Darty Shareholders or

persons with information rights or participants in the Darty Share Incentive Schemes with registered addresses in any Restricted Jurisdiction or to persons whom either Fnac or Rothschild knows to be custodians, trustees or nominees holding Darty Shares for persons with registered addresses in any Restricted Jurisdiction. The Prospectus must not be distributed, forwarded or transmitted (including by custodians, nominees and trustees) in or into or from the United States. Persons receiving those documents (including, without limitation, custodians, nominees and trustees) should not distribute, mail or send them in, into or from any Restricted Jurisdiction or use such mails or any such means, instrumentality or facility for any purpose directly or indirectly in connection with the Offer, and so doing may render any purported acceptance of the Offer invalid.

- (g) Persons wishing to accept the Offer must not use the mails of any Restricted Jurisdiction or any such means, instrumentality or facility for any purpose directly or indirectly relating to acceptance of the Offer. All Darty Shareholders (including nominees, trustees of custodians) who may have a contractual or legal obligation, or may otherwise intend, to forward this Offer Document and/or the Forms of Acceptance and/or the Prospectus should read the further details in this regard which are contained in this paragraph 8 and in Sections D and E of this Part 2 of this Offer Document before taking any action. Envelopes containing Forms of Acceptance, evidence of title or other documents relating to the Offer should not be postmarked in any Restricted Jurisdiction or otherwise despatched from such jurisdictions and all acceptors must provide addresses outside any such Restricted Jurisdictions for the settlement of the consideration to which they are entitled under the Offer or for the return of a Form of Acceptance or documents of title. Any Form of Acceptance in an envelope post-marked in the United States or otherwise appearing to have been sent from the United States that includes an election to receive New Fnac Shares or an acceptance of New Fnac Shares (as the case may be) may be treated as an acceptance of cash or rejected as an invalid acceptance of the Offer. Alternatively, Fnac may sell, or arrange for the sale of, New Fnac Shares to which a US Person would otherwise be entitled and remit the cash proceeds of such sale, in pounds sterling and net of expenses, to such US Person. In relation to such sales, Fnac shall seek to obtain the best price reasonably obtainable but shall be under no obligation to achieve a particular price per share.
- (h) Subject to the provisions of this paragraph 8 and applicable laws, a Darty Shareholder may be deemed NOT to have accepted the Offer if:
  - (i) he puts “No” in Box 3 of the Form of Acceptance and thereby does not make the representations and warranties set out in Section D of Part 2 of this Offer Document;
  - (ii) he completes Box 4 of his Form of Acceptance with an address in a Restricted Jurisdiction or he has a registered address in a Restricted Jurisdiction (and in the case of any election under the Partial Share Alternative pursuant to the terms of the Third Increased Final Offer or any election to receive New Fnac Shares pursuant to the terms of the Original Offer, the United States) and in any such case does not insert in Box 4 of his Form of Acceptance the name and address of a person or agent outside the Restricted Jurisdictions (and in the case of any election under the Partial Share Alternative pursuant to the terms of the Third Increased Final Offer or any election to receive New Fnac Shares pursuant to the terms of the Original Offer, the United States) to whom he wishes the consideration to which he is entitled under the Offer to be sent;
  - (iii) in any case, a Form of Acceptance received from him is in an envelope postmarked in, or which otherwise appears to Fnac or its agents to have been sent from a Restricted Jurisdiction (and in the case of any election under the Partial Share Alternative pursuant to the terms of the Third Increased Final Offer or any election to receive New Fnac Shares pursuant to the terms of Original Offer, the United States); or
  - (iv) he makes a Restricted Escrow Transfer pursuant to paragraph (i) below unless he also makes a related Restricted ESA instruction which is accepted by the Receiving Agent.

Fnac reserves the right, in its sole discretion, to investigate, in relation to any acceptance, whether the representations and warranties set out in Section D or (as the case may be) Section E of Part 2 of this Offer Document could have been truthfully given by the relevant Darty Shareholder and, if such investigation is made and as a result Fnac determines (for any reason) that such representations and warranties could not have been so given, such acceptance may be rejected as invalid. If a Darty Shareholder inserts in Box 4 of the relevant Form of Acceptance the name and address of a person or agent in the United States or the Form of Acceptance is postmarked in, or otherwise appears to Fnac or its agent to have been sent from, the United States, and in each case the Form of Acceptance contains an election to receive New Fnac Shares, Fnac may treat such election as an election for cash.

- (i) If a holder of Darty Shares in uncertificated form is unable to give the warranty set out in Section E of Part 2, but nevertheless can provide evidence satisfactory to Fnac that he is able to accept the Offer in

compliance with all relevant legal and regulatory requirements, he may purport to accept the Offer by sending (or if a CREST sponsored member, procuring that his CREST sponsor sends) both:

- (i) a TTE instruction to a designated escrow balance detailed below (a “Restricted Escrow Transfer”); and
- (ii) one or more valid ESA instructions (a “Restricted ESA instruction”).

Such purported acceptance will not be treated as a valid acceptance unless both the Restricted Escrow Transfer and the Restricted ESA instruction(s) settle in CREST and Fnac decides, in its absolute discretion, to exercise its right described in paragraph (m) below to waive, vary or modify the terms of the Offer relating to Overseas Shareholders, to the extent required to permit such acceptance to be made, in each case prior to the Closing Date. If Fnac accordingly decides to permit such acceptance to be made, the Receiving Agent will on behalf of Fnac accept the purported acceptance as an Electronic Acceptance on the terms of this Offer Document (as so waived, varied or modified) by transmitting in CREST a receiving agent accept (AEAN) message. Otherwise, the Receiving Agent will on behalf of Fnac reject the purported acceptance by transmitting in CREST a receiving agent reject (AEAD) message. Each Restricted Escrow Transfer must, in order for it to be valid and to settle, include the following details:

- the ISIN number for the Darty Shares which is GB0033040113;
  - the number of Darty Shares in uncertificated form in respect of which the Offer is to be accepted;
  - the member account ID and participant ID of the accepting Darty Shareholder;
  - the participant ID of the Escrow Agent specific to a Restricted Escrow Transfer (this is TBC);
  - the member account ID of the Escrow Agent (this is RESTRICT);
  - the intended settlement date (this should be as soon as possible and in any event no later than 1.00 p.m. on the Closing Date);
  - the corporate action number for the Offer (this is allocated by Euroclear and shall be available on a screen from Euroclear);
  - input with standard delivery instruction priority of 80; and
  - the contact name and telephone number of the accepting Darty Shareholder inserted in the shared note field.
- (j) If any person, despite the restrictions described above and whether pursuant to a contractual or legal obligation or otherwise, forwards this Offer Document, the Forms of Acceptance and/or the Prospectus or any related document in, into or from any Restricted Jurisdiction (and if any such person forwards the Prospectus into the United States) or uses the mails or any means or instrumentality (including, but not limited to, facsimile, e-mail or other electronic transmission, telex or telephone) of interstate or foreign commerce of, or any facility of a national, state or other securities exchange of, any Restricted Jurisdiction (and if any such person forwards the Prospectus, the United States) in connection with that forwarding, that person should:
- (i) inform the recipient of such fact;
  - (ii) explain to the recipient that such action may invalidate any purported acceptance by the recipient; and
  - (iii) draw the attention of the recipient to this paragraph 8.
- (k) Notwithstanding the above, Fnac may in its sole and absolute discretion provide cash consideration or New Fnac Shares to a resident of any Restricted Jurisdiction if requested to do so by or on behalf of that person if Fnac is satisfied, in that particular case, that to do so would not constitute a breach of any securities or other relevant legislation of such Restricted Jurisdiction, as appropriate.
- (l) Fnac reserves the right to notify any matter, including the making of the Offer, to all or any Darty Shareholders:
- (i) with a registered address outside the United Kingdom or France; or
  - (ii) whom either Fnac or Rothschild knows to be a custodian, trustee or nominee holding Darty Shares for persons who are citizens, residents or nationals of jurisdictions outside the United Kingdom or France,
- by announcement in the United Kingdom through a Regulatory Information Service or in any other appropriate manner (including in France) or by notice in the London Gazette or paid advertisement in one or more newspapers published and circulated in the United Kingdom. Such notice shall be deemed to have

been sufficiently given, despite any failure by any such Darty Shareholder to receive or see that notice. A reference in this Offer Document to a notice or the provision of information in writing by or on behalf of Fnac is to be construed accordingly. No such document will be sent to an address in any Restricted Jurisdiction.

- (m) The provisions of this paragraph 8 and/or any other terms of the Offer relating to Overseas Shareholders may be waived, varied or modified as regards specific Darty Shareholders or on a general basis by Fnac in its sole discretion. Subject to this discretion, the provisions of this paragraph 8 supersede any terms of the Offer inconsistent with them. References in this paragraph 8 to a Darty Shareholder shall include the person or persons making an Electronic Acceptance and the person or persons executing a Form of Acceptance and, in the event of more than one person executing the Form of Acceptance, the provisions of this paragraph 8 apply to them jointly and severally.

**Overseas Shareholders should inform themselves about and observe any applicable legal or regulatory requirements. If you are in any doubt about your position, you should consult your appropriate adviser in the relevant jurisdiction.**

## 9. Notice To US Investors

- (a) The Offer is being made for securities of a United Kingdom company and Darty Shareholders in the United States should be aware that the Offer Document and any other documents relating to the Offer have been or will be prepared in accordance with the City Code and UK disclosure requirements, format and style, all of which differ from those in the United States. Darty's financial statements, and all financial information that is included in the Offer Document, or any other documents relating to the Offer, have been or will be prepared in accordance with IFRS and may not be comparable to financial statements of companies in the United States or other companies whose financial statements are prepared in accordance with US generally accepted accounting principles.
- (b) The Offer will be made in the United States pursuant to Section 14(e) and Regulation 14E under the US Exchange Act as a "Tier II" tender offer and otherwise in accordance with the requirements of English law, the City Code, the Panel, the London Stock Exchange and the FCA. **Accordingly, the Offer will be subject to disclosure and other procedural requirements, including with respect to withdrawal rights, offer timetable, settlement procedures and timing of payments that are different from those applicable under United States domestic tender offer procedures and law.** US investors should closely read paragraph 23 of Part 1 as well as Section C of Part 2 of this Offer Document, for further details. In particular, US investors should note that once the Offer is declared unconditional in all respects, Fnac will accept all Darty Shares that have by that time been validly tendered in acceptance of the Offer and will, in accordance with the City Code, settle the relevant consideration for all such accepted Darty Shares within 14 calendar days of such date, rather than the three trading days that US investors may be accustomed to in US domestic tender offers. Similarly, if the Offer is terminated or withdrawn, all documents of title will be returned to shareholders within 14 calendar days of such termination or withdrawal. Notwithstanding the foregoing, Fnac will, to the extent practicable, pay for or return tendered Darty Shares within seven to ten calendar days from the relevant date. A person who makes a valid election to receive, and does in fact receive, New Fnac Shares pursuant to the Offer may not resell such securities without registration under the US Securities Act or without an applicable exemption from registration or in a transaction not subject to registration (including a transaction that satisfies the applicable requirements of Regulation S under the US Securities Act).
- (c) The receipt of cash pursuant to the Offer by a US Darty Shareholder may be a taxable transaction for US federal income tax purposes and under applicable US state and local, as well as foreign and other, tax laws. Each Darty Shareholder is urged to consult his independent professional adviser immediately regarding the tax consequences of accepting the Offer.
- (d) This Offer Document does not constitute an offer to sell or issue, or the solicitation of an offer to buy or subscribe for, securities in the US. The New Fnac Shares have not been, and will not be, registered under the US Securities Act or the securities laws of any state or jurisdiction in the United States and may not be offered or sold in the US absent registration or an exemption from registration. Consequently, the Partial Share Alternative of the Third Increased Final Offer and the offer of New Fnac Shares pursuant to the Original Offer referred to in this Offer Document are not being made available, and New Fnac Shares are not being offered, sold or delivered, directly or indirectly, in or into the United States if to do so would constitute a violation of the US Securities Act.
- (e) Neither the SEC nor any US state securities commission has approved or disapproved the Offer or passed any comment upon the adequacy or completeness of this Offer Document. Any representation to the

contrary is a criminal offence in the United States. Nothing in this Offer Document shall be deemed an acknowledgement that any SEC filing is required or that an offer requiring registration under the US Securities Act may ever occur in connection with the Offer.

- (f) It may be difficult for US holders of shares to enforce their rights and any claims they may have arising under the US federal securities laws in connection with the Offer, since Fnac and Darty are located in countries other than the US, and some or all of their officers and directors may be residents of countries other than the United States. US holders of shares in Fnac or Darty may not be able to sue Fnac, Darty or their respective officers or directors in a non-US court for violations of US securities laws. Further, it may be difficult to compel Fnac, Darty and their respective affiliates to subject themselves to the jurisdiction or judgment of a US court.
- (g) In accordance with, and to the extent permitted by, the City Code, normal UK market practice and Rule 14e-5 under the US Exchange Act, Crédit Agricole and Peel Hunt LLP and their respective affiliates may continue to act as exempt principal traders in Darty Shares on the London Stock Exchange and will engage in certain other purchasing activities consistent with their respective normal and usual practice and applicable law, **including Rule 14e-5 under the US Exchange Act. In addition, Fnac and its affiliates may purchase or arrange to purchase Darty Shares otherwise than pursuant to the Offer, such as in open market or privately negotiated purchases. To the extent required to be disclosed in accordance with applicable regulatory requirements, information about any such purchases will be disclosed to the Panel no later than 12 noon on the next “business day”, as such term is defined in the City Code, and will be available from any Regulatory Information Service, including the Regulatory News Service on the London Stock Exchange website, [www.londonstockexchange.com](http://www.londonstockexchange.com) and will also be available on Fnac’s website. To the extent that such information is required to be publicly disclosed in the United Kingdom in accordance with applicable regulatory requirements, this information will as applicable also be publicly disclosed in the United States.**
- (h) Persons receiving the Prospectus (including custodians, nominees and trustees) must not mail, forward or otherwise distribute it in or into the United States. Their doing so may invalidate any purported acceptance of New Fnac Shares pursuant to the Partial Share Alternative or of New Fnac Shares pursuant to the Original Offer.
- (i) Any Form of Acceptance in an envelope post-marked in the United States or otherwise appearing to have been sent from the United States that includes an election to receive New Fnac Shares or acceptance of New Fnac Shares (as the case may be) may be treated as an acceptance of cash or rejected as an invalid acceptance of the Offer. Alternatively, Fnac may sell, or arrange for the sale of, New Fnac Shares to which a US Person would otherwise be entitled and remit the cash proceeds of such sale, in pounds sterling and net of expenses, to such US Person. In relation to such sales, Fnac shall seek to obtain the best price reasonably obtainable but shall be under no obligation to achieve a particular price per share.

## 10. General

- (a) If the Offer lapses for any reason:
  - (i) neither Fnac nor any person acting in concert with Fnac for the purposes of the Offer may, pursuant to the City Code, make an offer (whether inside or outside the United Kingdom) for Darty Shares for a period of one year following the date of such lapse, except with the consent of the Panel;
  - (ii) in respect of Darty Shares held in certificated form, Forms of Acceptance, share certificates and other documents of title will be returned by post within 14 calendar days (and, to the extent practicable, within seven to ten calendar days) of the Offer lapsing, at the risk of the Darty Shareholder in question, to the person or agent whose name and address is set out in the relevant box on the Form of Acceptance or, if none is set out, to the first-named holder at his registered address. No such documents will be sent to an address in any Restricted Jurisdiction; and
  - (iii) in respect of Darty Shares held in uncertificated form, the Receiving Agent will immediately after the Offer lapses (or within such longer period as the Panel may permit, not exceeding 14 calendar days (and, to the extent practicable, within seven to ten calendar days) of the Offer lapsing) give TTE instructions to Euroclear to transfer all Darty Shares held in escrow balances and in relation to which it is the Escrow Agent for the purposes of the Offer to the original available balances of the relevant Darty Shareholders.
- (b) Except with the consent of the Panel:
  - (i) settlement of the consideration to which any Darty Shareholder is entitled under the Offer will be implemented in full in accordance with the terms of the Offer without regard to any lien, right of set-

off, counterclaim or other analogous right to which Fnac may otherwise be, or claim to be, entitled against that Darty Shareholder; and

- (ii) settlement of the consideration to which any Darty Shareholder is entitled will be effected in the manner prescribed in paragraph 23 of Part 1 of this Offer Document not later than 14 calendar days after the date on which the Offer becomes or is declared unconditional in all respects or 14 calendar days of the date of receipt of a valid and complete acceptance, whichever is the later.

Fnac reserves the right not to send any consideration to an address in any Restricted Jurisdiction.

- (c) The terms, provisions, instructions and authorities contained in or deemed to be incorporated in the Forms of Acceptance constitute part of the terms of the Offer. Words and expressions defined in this Offer Document have the same meaning when used in the Forms of Acceptance unless the context requires otherwise. The provisions of Part 2 of this Offer Document shall be deemed to be incorporated and form part of the Forms of Acceptance.
- (d) If the expiry date of the Offer is extended, a reference in this Offer Document and in the Forms of Acceptance to 15 July 2016 or the First Closing Date will (except in the definition of Offer Period and where the context requires otherwise) be deemed to refer to the expiry date of the Offer as so extended.
- (e) The Offer is made in respect of all Darty Shares issued and unconditionally allotted or issued prior to the date on which the Offer closes (or such earlier date as Fnac may, subject to the rules of the City Code or with the consent of the Panel, determine). Any omission or failure to send, or make available, this Offer Document, the Forms of Acceptance, the Prospectus or any other document relating to the Offer and/or notice required to be sent or made available under the terms of the Offer to, or any failure to receive the same by, any person to whom the Offer is, or should be, made shall not invalidate the Offer in any way or create any implication that the Offer has not been made to any such person. Subject to the provisions of paragraph 8 of this Section C of Part 2 of this Offer Document, the Offer is made to any Darty Shareholder to whom this Offer Document, the Forms of Acceptance and the Prospectus or any related document may not be sent or by whom such documents may not be received, viewed or accessed and these persons may request these documents from the Receiving Agent, Computershare, on 0370 873 5882 (or from outside the United Kingdom on +44 370 873 5882) between 9.00 a.m. and 5.00 p.m. Monday to Friday (except UK public holidays).
- (f) Subject to the City Code, and notwithstanding any other provision of this Part 2 of this Offer Document, Fnac reserves the right to treat as valid in whole or in part any acceptance of the Offer if received by the Receiving Agent or otherwise on behalf of Fnac which is not entirely in order or in correct form or which is not accompanied by (as applicable) the relevant share certificate(s) and/or other relevant document(s) or the relevant TTE instruction or is received by it at any place or places or in any form or manner determined by either the Receiving Agent or Fnac otherwise than as set out in this Offer Document or in the Forms of Acceptance. In that event, no settlement of consideration under the Offer will be made until after the acceptance is entirely in order and (as applicable) the relevant transfer to escrow has settled or the relevant share certificate(s) and/or other document(s) of title or satisfactory indemnities have been received by the Receiving Agent.
- (g) No acknowledgement of receipt of any Form of Acceptance, transfer by means of CREST, communication, notice, share certificate(s) or document(s) of title will be given by or on behalf of Fnac. All communications, notices, certificates, documents of title and remittances to be delivered by or sent to or from Darty Shareholders (or their designated agents) will be delivered by or sent to or from them (or their designated agent(s)) at their own risk.
- (h) The Offer is made on 18 May 2016 and is capable of acceptance from that date. Forms of Acceptance, copies of this Offer Document, the Prospectus and any related documents may be requested from the Receiving Agent on 0370 873 5882 (or from outside the United Kingdom on +44 370 873 5882) between 9.00 a.m. and 5.00 p.m., Monday to Friday (except UK public holidays).
- (i) In relation to any Electronic Acceptance, Fnac reserves the right to make such alterations, additions or modifications to the terms of the Offer as may be necessary or desirable to give effect to any purported acceptance of the Offer, whether in order to comply with the facilities or requirements of CREST, or otherwise, provided such alterations, additions or modifications are consistent with the requirements of the City Code or are otherwise made with the consent of the Panel.
- (j) For the purposes of this Offer Document, the time of receipt of a TTE instruction, an ESA instruction or an Electronic Acceptance shall be the time at which the relevant instruction settles in CREST.
- (k) Any references in this Part to the return or despatch of documents by post shall extend to the return or despatch by such other method as the Panel may approve.

## Section D:

### Forms of Acceptance for Darty Shares in certificated form

**This Section D of Part 2 of this Offer Document applies to Darty Shares in certificated form. If you hold all your Darty Shares in uncertificated form, you should ignore this Section D and instead read Section E of Part 2 of this Offer Document.**

**Unless otherwise specified, the Conditions set out in this Section D of Part 2 shall apply equally to the Third Increased Final Offer Form of Acceptance and the Original Offer Form of Acceptance.**

For the purposes of this Section D of Part 2 of this Offer Document and each Form of Acceptance, the phrase “**Darty Shares in certificated form comprised in the acceptance**” shall mean the number of Darty Shares inserted in Box 1 of the relevant Form of Acceptance or, to the extent you fail to enter a number in Box 1, the number of Darty Shares printed in Box A of the relevant Form of Acceptance, or, to the extent you enter the word “ALL” or any other word or marking in Box 1, or a number greater than the relevant Darty Shareholder’s holding of Darty Shares is inserted in Box 1, the greater of:

- (i) the relevant Darty Shareholder’s entire holding of Darty Shares in certificated form as disclosed by details of the register of members made available to the Receiving Agent prior to the time the relevant Form of Acceptance is processed by them;
- (ii) the relevant Darty Shareholder’s entire holding of Darty Shares in certificated form as disclosed by details of the register of members made available to the Receiving Agent prior to the latest time for receipt of Form(s) of Acceptance, which can be taken into account in determining whether the Offer is unconditional as to acceptances; and
- (iii) the number of Darty Shares in certificated form in respect of which certificates or an indemnity *in lieu* thereof is received.

Without prejudice to the terms of the relevant Form of Acceptance and the provisions of Sections A, B and C of this Part 2 of this Offer Document, each Darty Shareholder by whom, or on whose behalf, a Form of Acceptance is executed and lodged with the Receiving Agent, irrevocably undertakes, represents, warrants and agrees to and with Fnac, Rothschild and the Receiving Agent (so as to bind him, his personal or legal representatives, heirs, successors and assigns) that:

- (a) the execution of a Form of Acceptance whether or not any Boxes are completed and whether or not the relevant Form of Acceptance is validly executed as a deed shall constitute:
  - (i) an acceptance of the Offer in respect of the number of Darty Shares in certificated form comprised in the acceptance; and
  - (ii) an undertaking to execute any further documents, take any further action and give any further assurances which may be required to enable Fnac to obtain the full benefit of this Section D of Part 2 of this Offer Document and/or to perfect any of the authorities expressed to be given hereunder and otherwise in connection with his acceptance of the Offer,

in each case on and subject to the terms set out or referred to in this Offer Document and the relevant Form of Acceptance and that each such acceptance and undertaking shall be irrevocable. If no Boxes are completed, the total number of Darty Shares inserted in Box 1 is greater than the number of Darty Shares in certificated form comprised in the acceptance, or the word “ALL”, any other word or marking is inserted in Box 1, or the acceptance is otherwise completed incorrectly, but the relevant Form of Acceptance is signed, it will be deemed to be an acceptance of the Offer in respect of all the Darty Shares in certificated form comprised in the acceptance;

- (b) he is irrevocably and unconditionally entitled to sell and transfer the beneficial ownership of the Darty Shares in certificated form comprised in such acceptance and that such shares are to be sold fully paid and free from all liens, charges, equities, encumbrances, rights of pre-emption and other interests of any nature whatsoever and together with all rights attaching to them on or after the date of this Offer Document, including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, paid or made, or any other return of capital (whether by reduction of share capital or share premium account or otherwise) made, on or after that date;
- (c) unless “NO” is inserted in Box 3 of the relevant Form of Acceptance, such Darty Shareholder:
  - (i) has not received or sent copies or originals of this Offer Document, the Prospectus, the Forms of Acceptance, the Prospectus or any related documents in, into or from a Restricted Jurisdiction and has not received or sent copies of the Prospectus in, into or from the United States;

- (ii) has not, in connection with the Offer or the execution or delivery of the relevant Form of Acceptance, utilised, directly or indirectly, the mails of, or any means or instrumentality (including, without limitation, facsimile, e-mail or other electronic transmission, telex, telephone, internet or other forms of electronic communication) of interstate or foreign commerce of, or of any facility of a national securities exchange of, any Restricted Jurisdiction and (in relation to the Prospectus) the United States;
  - (iii) is accepting the Offer from outside a Restricted Jurisdiction and was outside such jurisdictions when the relevant Form of Acceptance was delivered and, if applicable, is electing to receive New Fnac Shares from outside a Restricted Jurisdiction, including the United States and was outside a Restricted Jurisdiction, including the United States when accessing and viewing the Prospectus;
  - (iv) is not acting on a non-discretionary basis (as agent, nominee, custodian, trustee or otherwise) for a principal, unless such agent or fiduciary is an authorised employee of such principal or such principal has given any instructions with respect to the Offer from outside a Restricted Jurisdiction and (to the extent any instructions relate to an election to receive New Fnac Shares), the United States; and
  - (v) if such Darty Shareholder is a citizen, resident or national of a jurisdiction outside the United Kingdom or France, he has observed the laws and regulatory requirements of the relevant jurisdiction in connection with the Offer, obtained all requisite governmental, exchange control or other consents, complied with all other necessary formalities and paid any issue, transfer or other taxes or duties or other requisite payments due in any such jurisdiction in connection with such acceptance and that he has not taken or omitted to take any action that will or may result in Fnac, Rothschild or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Offer or his acceptance of the Offer;
- (d) the execution of the relevant Form of Acceptance and its delivery constitute (subject to the Offer becoming or being declared unconditional in all respects) the irrevocable appointment of any directors of, or any person authorised by, Fnac as his attorney with an irrevocable instruction and authorisation to such attorney to:
- (i) complete and execute all or any form(s) of transfer, renunciation and/or other documents at the discretion of such agent and/or attorney in relation to the Darty Shares in certificated form comprised in the acceptance in favour of Fnac or such other persons as Fnac or its agents may direct;
  - (ii) deliver any form(s) of transfer, renunciation and/or other document(s) at the discretion of such agent and/or attorney together with any share certificate or other document(s) of title for registration relating to such Darty Shares within six months of the end of the Offer Period; and
  - (iii) take any other action as may, in the reasonable opinion of such agent and/or attorney, be necessary or desirable for the purposes of, or in connection with the acceptance of the Offer and to vest in Fnac (or its nominees) the full legal title and beneficial ownership of Darty Shares in certificated form comprised in the acceptance;
- (e) the execution of the relevant Form of Acceptance and its delivery constitute an irrevocable instruction and authorisation (subject to the Offer becoming or being declared unconditional in all respects in accordance with its terms):
- (i) to Darty or its agents to procure the registration of the transfer of the Darty Shares in certificated form comprised in the acceptance and the delivery of the share certificate(s) and other document(s) of title in respect of such Darty Shares to Fnac or as Fnac may direct;
  - (ii) to Fnac, Rothschild or their respective agents, to procure the issue and despatch by post (or such other method as may be approved by the Panel) of a cheque in respect of any cash consideration to which such Darty Shareholder is entitled under the Offer to the first-named holder at his registered address or such changed address entered in Box 4 of the relevant Form of Acceptance or such other address which is notified in writing, and is acceptable, to Fnac; and
  - (iii) to Fnac, Rothschild or their respective agents, to record, act and rely on any mandates, instructions, consents or instruments in force relating to payments, notices or distributions which have been entered in the records of the Wider Fnac Group in respect of his holding of Darty Shares (until such are revoked or varied);
- (f) the execution of the relevant Form of Acceptance constitutes the giving of authority to each of Fnac, Rothschild and the Receiving Agent and their respective director(s), officers, partners and agents within the terms set out in Section C and this Section D of this Part 2 of this Offer Document;
- (g) unless the Panel otherwise gives its consent, subject to the Offer becoming or being declared unconditional in all respects (or if the Offer would become or be declared unconditional in all respects or lapse on the

outcome of the resolution in question), in respect of Darty Shares in certificated form in relation to which the Offer has been accepted or deemed to be accepted and pending registration in the name of Fnac or as it may direct:

- (i) Fnac or its agents shall be authorised to direct the exercise of any votes and any or all other rights and privileges (including the right to call a general or separate class meeting of Darty) attaching to the Darty Shares in certificated form comprised in such acceptance;
- (ii) the execution of a Form of Acceptance by a Darty Shareholder shall constitute with regard to such Darty Shares in certificated form comprised in the acceptance:
  - (a) an authority to Darty or its agents to send any notice, circular, warrant or other document or communication which may be required to be sent to him as a member of Darty to Fnac at its registered office;
  - (b) an irrevocable authority to any directors of, or person authorised by Fnac or Rothschild or their respective agents to sign any document and do such things as may, in the reasonable opinion of that agent and/or attorney, be necessary or desirable in connection with the exercise of any votes or other rights or privileges attaching to the Darty Shares held by him in certificated form (including, without limitation, signing any consent to short notice of a general or separate class meeting as his agent and/or attorney and on his behalf and executing a form of proxy appointing any person nominated by Fnac to attend general and separate class meetings of Darty and attending any such meeting and exercising the votes attaching to the Darty Shares comprised in such acceptance on his behalf); and
  - (c) the agreement of such Darty Shareholder not to exercise any such rights without the consent of Fnac and the irrevocable undertaking not to appoint a proxy for or to attend any such general or separate class meeting of Darty;
- (h) he will deliver to the Receiving Agent, or procure the delivery to the Receiving Agent of, his certificate(s) or other document(s) of title in respect of those Darty Shares in certificated form comprised in the acceptance or an indemnity acceptable to Fnac, as soon as possible, and in any event within six months of the end of the Offer Period;
- (i) he will ratify each and every act or thing which may be done or effected by Fnac, Rothschild or the Receiving Agent or any of their respective director(s), officers, partners and agents in the exercise of any of the powers and/or authorities set out this Section D of Part 2 of this Offer Document;
- (j) if any provision of Section C or this Section D of Part 2 of this Offer Document shall be unenforceable or invalid or shall not operate so as to afford Fnac, Rothschild or the Receiving Agent or any of their respective director(s), officers, partners and agents, or Darty or any of its agents the benefit of the authority expressed to be given therein, he will, with all practicable speed, do all such acts and things and execute all such documents that may be necessary or desirable to enable Fnac, Rothschild and/or the Receiving Agent and any of their respective directors, agents or persons authorised by them or Darty or any of its agents to secure the full benefit of Section C and this Section D of Part 2 of this Offer Document;
- (k) the terms of the Offer shall be deemed to be incorporated in, and form part of, the Forms of Acceptance which shall be read and construed accordingly;
- (l) either Form of Acceptance shall be deemed to be delivered on the date of its execution and shall take effect as a deed on such date;
- (m) the execution of a Form of Acceptance constitutes the Darty Shareholder's submission to the exclusive jurisdiction of the courts of England and Wales in relation to all matters arising in connection with the Offer and such Form of Acceptance; and
- (n) he is not a client (as defined in the FCA Handbook) of Rothschild in connection with the Offer.

A reference in this Section D of Part 2 of this Offer Document to a Darty Shareholder includes a reference to the person or persons executing either Form of Acceptance and in the event of more than one person executing such Form of Acceptance the provisions of this Section D of Part 2 of this Offer Document will apply to them jointly and to each of them.

## Section E:

### Electronic Acceptance for Darty Shares in uncertificated form

**This Section E applies to Darty Shares in uncertificated form. If you hold all your Darty Shares in certificated form, you should ignore this Section E and instead read Section D of Part 2 of this Offer Document.**

For the purposes of this Section E of Part 2 of this Offer Document, the phrase “**Darty Shares in uncertificated form comprised in the acceptance**” shall mean the number of Darty Shares which are transferred by the relevant Darty Shareholder by Electronic Acceptance to an escrow account by means of a TTE instruction.

Without prejudice to the provisions of Sections A, B and C of Part 2 of this Offer Document, each Darty Shareholder by whom, or on whose behalf, an Electronic Acceptance is made, irrevocably undertakes, represents, warrants and agrees to and with Fnac, Rothschild and the Receiving Agent (so as to bind him, his personal or legal representatives, heirs, successors and assigns) that:

- (a) the Electronic Acceptance shall constitute:
  - (i) an acceptance of the Offer in respect of the number of Darty Shares in uncertificated form comprised in the acceptance; and
  - (ii) an undertaking to execute any documents, take any further action and give any further assurances which may be required to enable Fnac to obtain the full benefit of this Section E of Part 2 and/or to perfect any of the authorities expressed to be given hereunder and otherwise in connection with his acceptance of the Offer,

in each case on and subject to the terms set out or referred to in this Offer Document and that each such acceptance, election and undertaking shall be irrevocable;

- (b) such Darty Shareholder:
  - (i) has not received or sent copies or originals of this Offer Document, the Forms of Acceptance, the Prospectus or any related documents in, into or from a Restricted Jurisdiction and has not received or sent copies of the Prospectus in, into or from the United States;
  - (ii) has not otherwise utilised in connection with the Offer, directly or indirectly, the mails of, or any means or instrumentality (including, without limitation, facsimile, e-mail or other electronic transmission, telex, telephone, internet or other forms of electronic communication) of interstate or foreign commerce of, or of any facility of a national securities exchange of, any Restricted Jurisdiction and (in relation to the Prospectus) the United States;
  - (iii) is accepting the Offer from outside any Restricted Jurisdiction and was outside those jurisdictions at the time of the input and settlement of the relevant TTE instruction(s) and, if applicable, is electing to receive New Fnac Shares from outside a Restricted Jurisdiction, including the United States and was outside a Restricted Jurisdiction, including the United States when accessing and viewing the Prospectus;
  - (iv) is not acting on a non-discretionary basis (as agent, nominee, custodian, trustee or otherwise) for a principal, unless such agent or fiduciary is an authorised employee of such principal or such principal has given any instructions with respect to the Offer from outside a Restricted Jurisdiction and (to the extent any instructions relate to an election to receive New Fnac Shares), the United States; and
  - (v) if such Darty Shareholder is a citizen, resident or national of a jurisdiction outside the United Kingdom or France, he has observed the laws and regulatory requirements of the relevant jurisdiction in connection with the Offer, obtained all requisite governmental, exchange control or other consents, complied with all other necessary formalities and paid any issue, transfer or other taxes or duties or other requisite payments due in any such jurisdiction in connection with such acceptance and that he has not taken or omitted to take any action that will or may result in Fnac, Rothschild or any other person acting in breach of the legal or regulatory requirements of any such jurisdiction in connection with the Offer or his acceptance of the Offer;
- (c) the Electronic Acceptance constitutes, subject to the Offer becoming unconditional in all respects in accordance with its terms, the irrevocable appointment of Fnac as the Darty Shareholder’s attorney with an irrevocable instruction and authorisation to such attorney to do all such acts and things as may, in the

reasonable opinion of such attorney, be necessary or desirable for the purpose of, or in connection with, the acceptance of the Offer and to vest in Fnac (or its nominees), the full legal and beneficial ownership of Darty Shares in uncertificated form comprised in the acceptance;

- (d) the Electronic Acceptance constitutes the irrevocable appointment of the Receiving Agent as the accepting Darty Shareholder's Escrow Agent and attorney with an irrevocable instruction and authorisation:
  - (i) upon the Offer becoming unconditional in all respects in accordance with its terms, to transfer to Fnac (or to such other person or persons as Fnac or its agents may direct) by means of CREST all or any of the Darty Shares in uncertificated form comprised in the acceptance; and
  - (ii) if the Offer does not become or be declared unconditional in all respects, to give instructions to Euroclear immediately after the Offer lapses (or within such longer period as the Panel may permit, not exceeding 14 calendar days of the Offer lapsing) to transfer all such Darty Shares to the original balance of the accepting Darty Shareholder;
- (e) the Electronic Acceptance constitutes (subject to the Offer becoming unconditional in all respects in accordance with its terms) an irrevocable instruction and authorisation, subject to the provisions of paragraph 7 of Section C of Part 2 of this Offer Document, to Fnac or its agents to procure the making of a CREST payment obligation in favour of the Darty Shareholder's payment bank in accordance with the CREST payment arrangements in respect of any cash consideration to which such shareholder is entitled under the Offer, provided that Fnac may (if, for any reason, it wishes to do so except in circumstances where a Darty Shareholder has informed the Receiving Agent in writing prior to the Offer being declared unconditional in all respects that it is unwilling to accept settlement of the consideration by cheque) determine that all or any part of such cash consideration shall be paid by cheque despatched by post (or by such other method as may be approved by the Panel) to the first-named holder at his registered address or, to such other address which is acceptable to Fnac at the risk of the Darty Shareholder, provided that in the case of a Darty Shareholder whose registered address is in a Restricted Jurisdiction (or in the United States if an election has been made for New Fnac Shares), such cheques shall be despatched to the first named holder at an address outside any Restricted Jurisdiction (or outside the United States if an election has been made for New Fnac Shares) stipulated by such holder or as otherwise determined by Fnac;
- (f) the Electronic Acceptance constitutes the giving of authority to each of Fnac and Rothschild and their respective director(s), officers, partners and agents within the terms set out in paragraphs 7 and 8 of Section C and in this Section E of Part 2 of this Offer Document;
- (g) unless the Panel otherwise gives its consent, subject to the Offer becoming unconditional in all respects (or if the Offer would become or be declared unconditional in all respects or lapse on the outcome of the resolution in question), in respect of Darty Shares in relation to which the Offer has been accepted or deemed to be accepted and pending registration in the name of Fnac or as it may direct:
  - (i) Fnac or its agents shall be authorised to direct the exercise of any votes and any or all other rights and privileges (including the right to call a general or separate class meeting of Darty) attaching to the Darty Shares in uncertificated form comprised in the acceptance; and
  - (ii) an Electronic Acceptance by a Darty Shareholder shall constitute with regard to such Darty Shares in uncertificated form comprised in the acceptance:
    - (a) an authority to Darty or its agents to send any notice, circular, warrant or other document or communication which may be required to be sent to him as a member of Darty (including any share certificate(s) or other document(s) of title issued as a result of a conversion of such Darty Shares into certificated form) to Fnac at its registered office;
    - (b) an irrevocable authority to any directors of, or person authorised by Fnac or its directors to sign any document and do such things as maybe necessary or desirable in connection with the exercise of any votes or other rights or privileges attaching to the Darty Shares held by him (including, without limitation, signing any consent to short notice of a general or separate class meeting as his attorney and on his behalf and executing a form of proxy appointing any person nominated by Fnac to attend general and separate class meetings of Darty and attending any such meeting (and any adjournment thereof) and exercising the votes attaching to the Darty Shares in uncertificated form comprised in the acceptance); and
    - (c) the agreement of such Darty Shareholder not to exercise any such rights without the consent of Fnac and the irrevocable undertaking not to appoint a proxy for or to attend such general or separate class meeting of Darty;

- (h) if, for any reason, any Darty Shares in respect of which a TTE instruction has been effected in accordance with paragraph 21(B)(ii) or 21(B)(iii) (as the case may be) of the letter from the Chairman and Chief Executive Officer of Fnac contained in Part 1 of this Offer Document are converted to certificated form, he will (without prejudice to paragraph (g) of Section E of Part 2 of this Offer Document) immediately deliver, or procure the immediate delivery of the share certificate(s) or other document(s) of title in respect of all such Darty Shares that are so converted to the Receiving Agent at the address specified in paragraph 6(g) of Section C of Part 2 of this Offer Document or to Fnac at its registered office or as Fnac or its agents may direct; and he shall be deemed upon conversion to undertake, represent, warrant and agree in the terms set out in Section C of Part 2 of this Offer Document in relation to such Darty Shares without prejudice to the application of this Section E of Part 2 of this Offer Document so far as Fnac deems appropriate;
- (i) the creation of a CREST payment obligation in favour of his payment bank in accordance with the CREST payment arrangements as referred to in paragraph (e) of this Section E of Part 2 of this Offer Document will, to the extent of the obligation so created, discharge in full any obligation of Fnac or Rothschild to pay to him the cash consideration to which he is entitled under the Offer;
- (j) he will do all such acts and things as shall, in the reasonable opinion of Fnac be necessary or desirable to enable the Receiving Agent to perform its functions as Escrow Agent for the purposes of the Offer or to vest in Fnac or its nominee(s), upon the Offer becoming unconditional in all respects, the Darty Shares in uncertificated form comprised in the acceptance;
- (k) he will ratify each and every act or thing which may be done or effected by Fnac, its directors or the Receiving Agent or any of their respective director(s), officers, partners and agents or by Darty or its agents, as the case may be, in the proper exercise of any of the powers and/or authorities under this Section E of Part 2 of this Offer Document;
- (l) if any provision of Section C or this Section E of Part 2 of this Offer Document shall be unenforceable or invalid or shall not operate so as to afford Fnac, Rothschild or the Receiving Agent or any of their respective director(s), officers, partners and agents, or Darty or any of its agents the benefit of the authority expressed to be given therein, he will, with all practicable speed, do all such acts and things and execute all such documents that may be necessary or desirable to enable Fnac, Rothschild and/or the Receiving Agent and any of their respective directors, agents or persons authorised by them or Darty or any of its agents to secure the full benefit of Section C or this Section E of Part 2 of this Offer Document;
- (m) he is irrevocably and unconditionally entitled to sell and transfer the beneficial ownership of the Darty Shares comprised in such acceptance and that such shares are to be sold fully paid free from all liens, charges, equities, encumbrances, rights of pre-emption and other third party rights and interests of any nature whatsoever and together with all rights attaching to them on or after the date of this Offer Document including, without limitation, voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, paid or made on or after that date;
- (n) the making of an Electronic Acceptance constitutes the Darty Shareholder's submission to the exclusive jurisdiction of the courts of England and Wales in relation to all matters arising in connection with the Offer;
- (o) by virtue of Regulation 43 of the Regulations the making of an Electronic Acceptance constitutes an irrevocable power of attorney by the CREST member accepting the Offer in the terms of all the powers and authorities expressed to be given in paragraphs 7 and 8 of Section C, Section D (where applicable by virtue of paragraph (h) above) and this Section E of Part 2 of this Offer Document to Fnac, the Receiving Agent, Rothschild or any of their respective director(s), officers, partners and agents set out in Part 2 of this Offer Document; and
- (p) he is not a client (as defined in the FCA Handbook) of Rothschild in connection with the Offer.

A reference in Section E of Part 2 of this Offer Document to a Darty Shareholder includes a reference to the person or persons making an Electronic Acceptance and, in the event of more than one person making an Electronic Acceptance, the provisions of this Section E will apply to them jointly and to each of them.

## PART 3: TAXATION

### United Kingdom taxation

The comments set out below are based on current UK tax law as applied in England and Wales and HMRC published practice (which may not be binding on HMRC) as at the date of this Offer Document, both of which are subject to change, possibly with retrospective effect. They are intended as a general guide to certain limited aspects of the UK tax treatment of acceptance of the Offer and apply only to Darty Shareholders who are resident for tax purposes in the UK at all relevant times and, in the case of individuals, to whom “split year” treatment does not apply and who are domiciled for tax purposes only in the United Kingdom. The comments below apply only to Darty Shareholders who hold Darty Shares as an investment (other than under an individual savings account) and who are the absolute beneficial owners thereof. The discussion does not constitute tax advice and does not address all possible tax consequences relating to an investment in Darty Shares. This section does not apply to certain categories of Darty Shareholders, particularly those who carry on certain financial activities (including market makers, brokers, dealers, intermediaries and persons connected with depository arrangements or clearance services), those subject to specific tax regimes or benefitting from certain reliefs and exemptions, those connected with Darty or those who have (or are deemed to have) acquired their Darty Shares by reason of an office or employment, who (in each case) may be subject to special rules.

Darty Shareholders who are in any doubt about their tax position, or who are resident or otherwise subject to taxation in a jurisdiction outside the United Kingdom, should consult their own professional advisers immediately.

### Sale of Darty Shares

#### *UK Taxation of Chargeable Gains*

Liability to UK tax on chargeable gains will depend on the individual circumstances of each Darty Shareholder.

(i) Darty Shareholders receiving cash pursuant to the Offer

The sale by a Darty Shareholder of Darty Shares for cash pursuant to the Offer will constitute a disposal, or part disposal, for the purposes of UK tax on chargeable gains which may, depending on the Darty Shareholder’s individual circumstances (including the availability of exemptions, reliefs and allowable losses), and in particular, the Darty Shareholder’s base cost in his holding of Darty Shares, give rise to a liability to UK tax on chargeable gains.

No tax should be payable by a Darty Shareholder who is an individual on any gain realised on the disposal or part disposal if the amount of the chargeable gains realised, when aggregated with other gains realised by that Darty Shareholder in the year of assessment (and after taking account of allowable losses), does not exceed the annual exemption (the annual exemption for the tax year beginning on 6 April 2016 is £11,100). From 6 April 2016, broadly, any gains in excess of this amount will be taxed at a rate of 10 per cent. for a taxpayer paying tax at the basic rate and 20 per cent. for higher and additional rate taxpayers, but where the gains of a basic rate taxpayer subject to capital gains tax exceed the unused part of their basic rate band, that excess will be subject to tax at the 20 per cent. rate.

A gain on the disposal or part disposal of Darty Shares by a Darty Shareholder which is within the charge to UK corporation tax (but which does not qualify for the substantial shareholding, or any other, exemption in respect of its Darty Shares) will be subject to corporation tax on chargeable gains in respect of the disposal (the rate of which is currently 20 per cent.). For such shareholders indexation allowance may be available to reduce any chargeable gain arising on the disposal (but not to create or increase any allowable loss).

(ii) Darty Shareholders receiving New Fnac Shares pursuant to the Offer

To the extent that a Darty Shareholder receives New Fnac Shares pursuant to the Offer and does not hold (either alone or together with persons connected with him) more than five per cent. of, or of any class of, shares in or debentures of Darty, he may not be treated as having made a disposal of his Darty Shares. Instead, his New Fnac Shares may be treated for UK capital gains tax purposes as though they were the same asset as those Darty Shares, acquired at the same time and for the same consideration as those Darty Shares.

Any Darty Shareholder who holds (either alone or together with persons connected with him) more than five per cent. of, or any class of, shares in or debentures of Darty may be eligible for the treatment described in the preceding paragraph only if the transaction is effected for bona fide commercial reasons and not for tax avoidance purposes.

A subsequent disposal of all or any New Fnac Shares acquired pursuant to the Offer may result in a liability to UK capital gains tax depending on the relevant shareholder's individual circumstances.

(iii) Fractional entitlements

A Darty Shareholder who receives cash as well as New Fnac Shares by virtue of the sale on his behalf of any fractional entitlements to New Fnac Shares may not in practice be treated as disposing of the shares in respect of which the cash was received, if the amount of cash received is small in comparison with the value of the original shareholding. In that case, the cash may be treated as a deduction from the base cost of his original shares for the purpose of calculating any chargeable gain or allowable loss on a subsequent disposal. This treatment will not apply where the cash proceeds are greater than the capital gains tax base cost of the original shareholding. Under current HMRC practice, any cash payment of £3,000 or less or which is five per cent. or less of the value of a Darty Shareholder's original shareholding may generally be treated as small for these purposes.

*UK stamp duty and UK stamp duty reserve tax ("SDRT")*

No UK stamp duty or SDRT should be payable by Darty Shareholders in respect of the transfer of their Darty Shares as a result of accepting the Offer.

Holding New Fnac Shares

*Taxation of dividends*

Fnac is not required to deduct United Kingdom tax from dividend payments it makes.

(i) Individuals

Dividend income is included in an individual shareholder's income for United Kingdom income tax purposes. It is treated as the "top slice" of a shareholder's income for the purposes of determining the rate at which income tax is charged on that dividend income.

An individual shareholder will be subject to tax at 0 per cent. on the first £5,000 of dividend income which he receives irrespective of the amount of the shareholder's income for income tax purposes.

An individual shareholder will not be subject to tax on dividend income above £5,000 if, treating that income as the top slice of the shareholder's income, that income would be within that individual's personal allowance.

An individual shareholder will be subject to income tax on dividend income at a rate of 7.5 per cent., if and to the extent that the shareholder's dividend income exceeds £5,000 and, after treating that income as the top slice of the shareholder's income, that income would otherwise be charged at the basic rate.

An individual shareholder will be subject to income tax on dividend income at a rate of 32.5 per cent., if and to the extent that the shareholder's dividend income exceeds £5,000 and, after treating that income as the top slice of the shareholder's income, that income would otherwise be charged at the higher rate.

An individual shareholder will be subject to income tax on dividend income at a rate of 38.1 per cent., if and to the extent that the shareholder's dividend income exceeds £5,000 and, after treating that income as the top slice of the shareholder's income, that income would otherwise be charged at the additional rate.

French withholding tax deducted from any dividend paid should generally give rise, subject to certain limitations, to a tax credit that is deductible from the United Kingdom income tax payable by the shareholder on the dividends received.

(ii) Companies

Most dividends paid on New Fnac Shares should fall within one or more of the classes of dividend which qualify for exemption for United Kingdom corporation tax purposes. However, the exemptions do not cover all situations and are subject to a number of anti-avoidance rules. Shareholders which are within the charge to United Kingdom corporation tax should consult their own tax advisers.

Shareholders which are "small companies" for the purposes of Chapter 2, Part 9A Corporation Tax Act 2009 should not generally be subject to United Kingdom corporation tax on receipt of dividends paid on their New Fnac Shares.

Other shareholders which are within the charge to United Kingdom corporation tax will not be subject to corporation tax on dividends they receive on the New Fnac Shares where the dividends fall within an

exempt class and a number of conditions are satisfied. Examples of exempt classes include dividends paid to corporate shareholders that own less than 10 per cent. of the company's issued share capital and dividends paid in respect of "non-redeemable ordinary shares" (within the meaning given in the legislation); in both cases certain other conditions must also be satisfied and anti-avoidance rules may apply.

If no exemption applies, a corporate shareholder will be subject to United Kingdom corporation tax on receipt of the dividend at the applicable rate (currently 20 per cent.).

#### *Capital gains tax*

Shareholders that are tax resident in the United Kingdom (or, in the case of individuals, who cease to be so resident for up to five years and then become tax resident in the United Kingdom again) may, depending on their situation (including the benefit of any applicable exemption or relief), be subject to United Kingdom capital gains tax on the sale or any other disposal of New Fnac Shares.

##### (i) Individuals

A United Kingdom tax resident and domiciled individual shareholder who disposes of New Fnac Shares at a gain will be subject to United Kingdom capital gains tax to the extent that the gain exceeds the annual exemption (£11,100, for the 2016/17 tax year) after taking account of any capital losses available to the individual and subject to any available reliefs.

For individuals, capital gains tax is charged at 10 per cent. to the extent that gains accruing to an individual in any tax year (calculated after deducting the annual exemption and capital losses) when aggregated with the individual's taxable income for that year (calculated after deduction of the personal allowance and other reliefs) are less than the upper limit of the income tax basic rate band.

Capital gains tax is charged at 20 per cent. to the extent that gains accruing to an individual in any tax year (calculated after deducting the annual exemption and capital losses) when aggregated with the individual's taxable income for that year (calculated after deduction of the personal allowance and other reliefs) exceed the upper limit of the income tax basic rate band.

##### (ii) Companies

A United Kingdom tax resident company which disposes of New Fnac Shares at a gain will be subject to United Kingdom corporation tax on chargeable gains after taking account of any losses available and subject to any available exemptions or reliefs. Such a company will be subject to corporation tax at the applicable rate (currently 20 per cent.) after taking account of any applicable indexation allowance.

#### *Stamp Duty and Stamp Duty Reserve Tax*

No stamp duty or stamp duty reserve tax will be payable in the United Kingdom by Fnac shareholders on the issue of New Fnac Shares pursuant to the Transaction.

No stamp duty should be payable in the United Kingdom upon a paperless transfer of a Fnac CDI or any paperless transfer of New Fnac Shares in dematerialised form, for instance within CREST.

No stamp duty reserve tax should be payable under an agreement to transfer Fnac CDIs or New Fnac Shares provided that a number of conditions are satisfied, primarily that the New Fnac shares are (a) not registered in a register held in the United Kingdom and (b) not paired with shares issued by a company registered in the United Kingdom.

#### *Inheritance tax*

Individuals who are domiciled or deemed to be domiciled in any part of the UK may be liable to inheritance tax ("IHT") on the value of any New Fnac Shares held by them.

The main occasions on which IHT is charged are on the death of the shareholder, on any gifts made during the seven years prior to the death of the shareholder, and on certain lifetime transfers, including certain transfers to trusts or appointments out of trusts to beneficiaries.

The IHT rules are complex and Shareholders should consult an appropriate professional adviser in any case where the rules may be relevant.

**THE ABOVE SUMMARY IS INTENDED ONLY AS A GENERAL GUIDE TO THE TAXATION POSITION UNDER UK TAX LEGISLATION AND DOES NOT CONSTITUTE TAX OR LEGAL ADVICE. ANY PERSON WHO IS IN DOUBT AS TO HIS TAXATION POSITION OR WHO REQUIRES MORE DETAILED INFORMATION SHOULD CONSULT HIS OWN PROFESSIONAL TAX ADVISER.**

## PART 4: ADDITIONAL INFORMATION

### 1. Responsibility

The Fnac Directors, whose names are set out in paragraph 2(a) below, each accept responsibility for the information contained in this Offer Document except that the only responsibility accepted by them in respect of information relating to Darty, the Wider Darty Group and the Darty Directors, which has been compiled from previously published sources, is to ensure that such information is correctly and fairly reproduced and presented.

To the best of the knowledge and belief of the Fnac Directors (who have taken all reasonable care to ensure that such is the case), whose names are set out in paragraph 2(a) below, the information contained in this Offer Document is in accordance with the facts and, where appropriate, does not omit anything likely to affect the import of such information.

### 2. Directors

(a) The directors of Fnac and their positions in Fnac are as follows:

<u>Name</u>	<u>Position</u>
Alexandre Bompard	Chairman and Chief Executive Officer
Patricia Barbizet	Director and Vice Chairman
Carole Ferrand	Director
Alban Gréget	Director
Antoine Gosset-Grainville	Independent Director
Nonce Paolini	Independent Director
Arthur Sadoun	Independent Director
Brigitte Taittinger-Jouyet	Independent Director
Jacques Veyrat	Independent Director

The registered office of Fnac and the business address of each of the Fnac Directors is 9, rue des Bateaux-Lavois, ZAC Port d'Ivry, 94868 Ivry-sur-Seine, France.

(b) The Darty Directors and their positions in Darty are as follows:

<u>Name</u>	<u>Position</u>
Alan Parker	Non-Executive Chairman
Régis Schultz	Chief Executive Officer
Albin Jacquemont	Finance Director
Pascal Bazin	Non-Executive Director
Carlo D'Asaro Biondo	Non-Executive Director
Antoine Metzger	Non-Executive Director
Agnès Touraine	Non-Executive Director
Alison Reed	Non-Executive Director
Michel Léonard	Senior Independent Director

The registered office of Darty and the business address of each of the Darty Directors is 22-24 Ely Place, London EC1N 6TE.

### 3. Market quotations

Set out below are the Closing Prices of Darty Shares and Fnac Shares on:

- 29 September 2015 (the last dealing day before the commencement of the Offer Period);
- the first dealing day in each of the six months immediately before the date of this Offer Document; and
- 17 May 2016 (being the Last Practicable Date).

### *Darty Shares*

<u>Date</u>	<u>Price per Darty Share (pence)</u>
29 September 2015	81
2 November 2015	99
1 December 2015	99
4 January 2016	101
1 February 2016	101
1 March 2016	115
1 April 2016	129
2 May 2016	168
17 May 2016	169

### *Fnac Shares*

<u>Date</u>	<u>Price per Fnac Share (€)</u>
29 September 2015	53.00
2 November 2015	58.99
1 December 2015	55.35
4 January 2016	54.94
1 February 2016	53.36
1 March 2016	60.63
1 April 2016	55.49
2 May 2016	50.90
17 May 2016	49.00

#### **4. Disclosure of interests and dealings in shares and concert parties**

(a) For the purposes of this paragraph 4:

- (i) “acting in concert” with a party means any such person acting or deemed to be acting in concert with that party for the purposes of the City Code and/or the Offer. Persons who will be presumed to be acting in concert with other persons include:
  - (a) a company, its parent, subsidiaries and fellow subsidiaries and their associated companies and companies of which such companies are associated companies, all with each other (for this purpose ownership or control of 20 per cent. or more of the equity share capital of a company is regarded as the test of associated company status);
  - (b) a company with any of its directors (together with their close relatives and related trusts);
  - (c) connected advisers (and persons controlling, controlled by or under the same control as such connected advisers) with their clients; and
  - (d) the pension funds of the company or any company covered in (a) above;
- (ii) “arrangement” includes indemnity or option arrangements and any agreement or understanding, formal or informal, of whatever nature relating to relevant securities which may be an inducement to deal or refrain from dealing;
- (iii) “connected advisers” includes an organisation which (i) is advising Fnac in relation to the Offer; (ii) is corporate broker to Fnac; (iii) is advising a person acting in concert with Fnac in relation to the Offer or in relation to the matter which is the reason for that person being a member of the concert party; or (iv) is advising a relevant company in relation to the Offer;
- (iv) “control” means an interest, or interests, in shares carrying in aggregate 30 per cent. or more of the voting rights attributable to the capital of a company which are currently exercisable at a general meeting, irrespective of whether such interest or interests give de facto control;
- (v) “dealing” includes: (i) the acquisition or disposal of securities, of the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to securities, or of general control of securities; (ii) the taking, granting, acquisition, disposal, entering into, closing out, termination, exercise (by either party) or variation of an option (including a traded option contract)

in respect of any securities; (iii) subscribing or agreeing to subscribe for securities; (iv) the exercise or conversion, whether in respect of new or existing securities, of any securities carrying conversion or subscription rights; (v) the acquisition of, disposal of, entering into, closing out, exercise (by either party) of any rights under, or variation of, a derivative referenced, directly or indirectly, to securities; (vi) entering into, terminating or varying the terms of any agreement to purchase or sell securities; and (vii) any other action resulting, or which may result, in an increase or decrease in the number of securities in which a person is interested or in respect of which he has a short position;

- (vi) “derivative” includes any financial product whose value in whole or in part is determined directly or indirectly by reference to the price of an underlying security;
- (vii) “disclosure date” means the Last Practicable Date;
- (viii) “disclosure period” means the period commencing on 30 September 2014 (the date twelve months prior to the commencement of the Offer Period) and ending on the disclosure date;
- (ix) A person has an “interest” or is “interested” in securities if he has a long economic exposure, whether absolute or conditional, to changes in the price of those securities and in particular covers: (i) legal title and beneficial ownership (i.e. the ability to exercise, or control the exercise of, voting rights); (ii) the right, option or obligation to acquire, call for or take delivery of securities under an option or derivative; and (iii) the situation where a person holds a derivative referenced to, or which may result in, a long position in securities;
- (x) “relevant securities” includes (i) securities of Darty which are being offered or which carry voting rights; (ii) equity share capital of Darty or, as the context requires, Fnac; (iii) securities of Fnac which carry substantially the same rights as any to be issued as consideration for the Offer; and (iv) securities of Darty or as the context requires, Fnac, carrying conversion or subscription rights into any of the foregoing; and
- (xi) “short position” means any short position (whether conditional or absolute and whether in the money or otherwise) including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery.

**(b) Persons acting in concert**

**(i) Persons acting in concert with Fnac**

In addition to the Fnac Directors (together with their close relatives and related trusts) and the members of the Wider Fnac Group the persons acting, or deemed to be acting, in concert with Fnac for the purposes of the Offer are:

<u>Name</u>	<u>Type of company</u>	<u>Registered Office</u>	<u>Relationship with Fnac</u>
Artemis	French <i>société anonyme</i>	12 Rue Francois 1er, Paris, 75008, France	Shareholder
Crédit Agricole	French <i>société anonyme</i>	9, quai du Président Paul Doumer, La Défense Cedex, Paris, 92920, France	Financial adviser
Rothschild	Private Limited Company	New Court, St Swithin’s Lane, London, EC4N 8AL	Financial adviser
Ondra	Limited Liability Partnership	23rd Floor 125, Old Broad Street, London, EC2N 1AR	Financial adviser
Peel Hunt LLP	Limited Liability Partnership	120 London Wall, London EC2Y 5ET	Corporate broker

**(ii) Persons acting in concert with Darty**

In addition to the Darty Directors (together with their close relatives and related trusts) and the members of the Wider Darty Group the persons acting, or deemed to be acting, in concert with Darty, as at 11 April 2016, are set out in paragraph 3.2 of Appendix II of the Conforama Offer Document.

(c) **Interests in relevant securities of Darty**

- (i) As at the close of business on the disclosure date, the interests of Fnac in the relevant securities of Darty were as follows:

<u>Name</u>	<u>Number of Darty Shares</u>
Fnac	157,415,446

- (ii) As at close of business on the disclosure date, subject to paragraph 4(c)(i) above, none of Fnac, any member of the Fnac Group, any of the Fnac Directors, any of such directors' close relatives or any related trusts, nor any other person acting in concert with Fnac, nor any person with whom Fnac or any person acting in concert with Fnac has an arrangement, was interested in, had any rights to subscribe for, or had any short positions in, any relevant securities of Darty.

(d) **Dealings in relevant securities of Darty**

During the disclosure period, save as disclosed in this paragraph 4(d) below, none of Fnac, any member of the Fnac Group, any of the Fnac Directors, any of such directors' close relatives or any related trusts, nor any other person acting in concert with Fnac, nor any person with whom Fnac or any person acting in concert with Fnac has an arrangement, had dealings in any relevant securities in Darty.

*Dealings by Fnac*

<u>Date</u>	<u>Transaction</u>	<u>Number of Darty Shares</u>	<u>Price (pence)</u>
21 April 2016	Bought	9,600,000	145
21 April 2016	Bought	9,786,061	145
21 April 2016	Bought	9,224,559	153
21 April 2016	Bought	10,200,000	153
25 April 2016	Bought	9,164,003	170
25 April 2016	Bought	36,318,645	170
25 April 2016	Bought	2,600,000	170
25 April 2016	Bought	1,350,000	170
25 April 2016	Bought	6,504,708	170
25 April 2016	Bought	5,500,000	170
26 April 2016	Bought	480,000	170
26 April 2016	Bought	4,484,964	170
26 April 2016	Bought	19,000,000	170
26 April 2016	Bought	1,480,305	170
26 April 2016	Bought	5,880,140	170
26 April 2016	Bought	1,857,524	170
26 April 2016	Bought	3,900,000	170
26 April 2016	Bought	1,000,000	170
26 April 2016	Bought	3,384,503	170
26 April 2016	Bought	3,200,000	170
26 April 2016	Bought	2,350,000	170
26 April 2016	Bought	6,650,034	170
26 April 2016	Bought	2,761,666	170
26 April 2016	Bought	728,334	170

**Total: 157,415,446**

(e) **Interests in relevant securities of Fnac**

- (i) As at the close of business on the disclosure date the interests of the Fnac Directors and their close relatives and related trusts in the relevant securities of Fnac were as follows:

<u>Name</u>	<u>Number of Fnac Shares</u>
Alexandre Bompard	81,114
Patricia Barbizet	1,130
Carole Ferrand	250
Alban Gréget	250
Antoine Gosset-Grainville	250
Nonce Paolini	250
Arthur Sadoun	250
Brigitte Taittinger-Jouyet	250
Jacques Veyrat	250

- (ii) As at the close of business on the disclosure date, the interests of the persons acting in concert with Fnac (other than the Fnac Directors) in the relevant securities of Fnac were as follows:

<u>Name</u>	<u>Number of Fnac Shares</u>
Artemis	6,451,845
Rothschild Group	46,000

- (iii) As at close of business on the disclosure date, save as disclosed in paragraphs 4(e)(i) and 4(e)(ii) above, none of Fnac, any member of the Fnac Group, any of the Fnac Directors, any of such directors' close relatives or any related trusts, nor any other person acting in concert with Fnac, nor any person with whom Fnac or any person acting in concert with Fnac has an arrangement, was interested in, had any rights to subscribe for, or had any short positions in, any relevant securities of Fnac.

**(f) Dealings in relevant securities of Fnac**

During the disclosure period, save as disclosed in this paragraph 4(f) below, none of Fnac, any member of the Fnac Group, any of the Fnac Directors, any of such directors' close relatives or any related trusts, nor any other person acting in concert with Fnac, nor any person with whom Fnac or any person acting in concert with Fnac has an arrangement, had dealings in any relevant securities of Fnac.

*Dealings by Rothschild Group<sup>10</sup>*

<u>Starting date</u>	<u>Ending date</u>	<u>Shares purchased</u>	<u>Shares disposed</u>	<u>Net transactions</u>	<u>Highest price</u>	<u>Lowest price</u>
30 September 2015	17 May 2016	490,221	(464,221)	26,000	€60.6	€48.9
30 August 2015	30 September 2015	64,162	(86,662)	(22,500)	€53.3	€48.0
30 July 2015	30 August 2015	44,633	(11,633)	33,000	€55.8	€46.2
30 June 2015	30 July 2015	26,190	(33,440)	(7,250)	€58.2	€50.8
30 March 2015	30 June 2015	89,302	(72,302)	17,000	€60.9	€51.5
30 December 2014	30 March 2015	57,435	(48,935)	8,500	€54.8	€39.2
30 September 2014	30 December 2014	75,870	(213,543)	(137,673)	€41.3	€26.0
<b>Total</b>		<b>847,813</b>	<b>(930,736)</b>	<b>(82,923)</b>		

*Dealings by Alexandre Bompard*

<u>Date</u>	<u>Shares purchased</u>	<u>Price</u>
4 December 2015	80,750	€53.51

**5. Material contracts of Fnac**

The following contracts have been entered into by Fnac otherwise than in the ordinary course of business since 30 September 2013 (the date two years prior to the start of the Offer Period) and are or may be material to Fnac.

**(a) Senior Facilities Agreement**

On 20 April 2016, Fnac, as parent, original borrower and original guarantor entered into a senior facilities agreement (the "Original Senior Facilities Agreement") for a €950,000,000 term loan facility (the "Bridge Facility") and a €400,000,000 revolving credit facility (the "Revolving Facility") with Crédit Agricole Corporate and Investment Bank, Natixis and Société Générale Corporate & Investment Banking, as coordinators, mandated lead arrangers and bookrunners (each an "Arranger" and together the "Arrangers") and Société Générale as facility agent of the other finance parties (the "Agent"). The Original Senior Facilities Agreement was amended pursuant to an amendment agreement on 24 April 2016 (together with the Original Senior Facilities Agreement, the "Senior Facilities Agreement").

The proceeds of the loans (the "Bridge Loans") under the Bridge Facility are available to be used for financing or refinancing cash consideration to be paid pursuant to the offer, the acquisition of shares in Darty made on or prior to the closing date, the acquisition of any shares in Darty to be acquired after the date on which the acquisition

<sup>10</sup> Pursuant to a liquidity contract arrangement entered into with Fnac in accordance with AMF rules.

becomes unconditional in all respects and financing or refinancing the discharge of the existing senior notes issued by Darty Financements S.A.S. and any costs related to the transactions contemplated by the Senior Facilities Agreement. The proceeds of the loans (the “Revolving Loans”) under the Revolving Facility are available to be used for the general corporate purposes of the group, including but not limited to refinancing of the group’s indebtedness under the existing revolving credit facilities (other than indebtedness used to finance the acquisition of shares in Darty made on or prior to 26 April 2016).

The Senior Facilities Agreement provides for an uncommitted term loan facility (the “Term Facility” and together with the Bridge Facility and the Revolving Facility, the “Facilities”) in an aggregate principal amount not exceeding €300,000,000. If a lender agrees to make its commitments available under the Term Facility, the proceeds of the loans (the “Term Loans”, together with the Bridge Loans and the Revolving Loans, the “Loans”) under the Term Facility shall be applied either to repay the Bridge Loans or reduce the commitments under the Bridge Facility (as applicable), in each case on a € per € basis.

During the certain funds period, the availability of the Loans are subject to customary “certain funds” conditions which are binding on the lenders and a limited set of conditions precedent.

Subject to certain exceptions, the Senior Facilities Agreement includes mandatory prepayment provisions which require the borrower to prepay and/or cancel (as appropriate) the Bridge Facility and in certain circumstances, the Term Facility and/or the Revolving Facility. It also contains voluntary prepayment and cancellation provisions. These provisions are customary for facilities of this nature.

The Bridge Loans will bear interest, to be paid at the end of each interest period (of one, two, three months or any other period agreed with the Agent), at a percentage rate *per annum* equal to the margin (which is subject to a ratchet mechanism), being 2.75 per cent. initially, plus EURIBOR. The applicable margin for the Bridge Loans increases every three months from 2.75 per cent. to 6.50 per cent. The margin on the Bridge Loans shall be further increased by 0.25 per cent. *per annum* if Fnac does not achieve a requisite corporate family rating of B+ (from Standard & Poor’s). The Revolving Loans will bear interest, to be paid at the end of each interest period (of one, two, three or six months or any other period agreed with the Agent) at a percentage rate *per annum* equal to the margin (which is subject to a ratchet mechanism based on credit ratings), being 2.50 per cent. initially, plus EURIBOR. The applicable margin for the Revolving Loans is within a range of 1.50 per cent. and 4.00 per cent. based on credit ratings. Up to 15.00 per cent. of total Revolving Loan commitments may have interest periods of one week. The applicable margin for Revolving Loans with an interest period of one week shall be increased by 0.25 per cent. *per annum*. The Term Loans will bear interest, to be paid at the end of each interest period (of three or six months or any other period agreed with the Agent) at a percentage rate *per annum* equal to the margin (which is subject to a ratchet mechanism based on credit ratings), being 3.00 per cent. initially, plus EURIBOR. The applicable margin for the Term Loans is within a range of 2.00 per cent. and 4.50 per cent. based on credit ratings.

Under the terms of the Senior Facilities Agreement (a) a ticking fee is payable at a rate of 20 per cent. *per annum* of the applicable margin on the undrawn amount of a lender’s available commitments under each of the Bridge Facility, the Revolving Facility and the Term Facility, from (and including) the signing date and in the case of the Term Facility, the date of the Term Facility commitment notice, to (and excluding) the date that the offer is declared unconditional in all respects, (b) a commitment fee is payable at a rate of 40 per cent. *per annum* of the applicable margin on the undrawn amount of a lender’s commitments under each of the Bridge Facility, the Revolving Facility and the Term Facility, from the date that the offer is declared unconditional in all respects (or in the case of the Term Facility, the Term Facility commitment notice if that is later) to the last day of the availability period applicable to the relevant Facility, and (c) a utilisation fee is payable with respect to a lender’s aggregate participation in drawn Revolving Loans at a rate of between 0.125 per cent. *per annum* and 0.50 per cent. *per annum* depending on the level of utilisation of the Revolving Loans, payable from the closing date to the final repayment date, which is 5 years after the date of the Senior Facilities Agreement.

All Bridge Loans shall be repaid in full on the termination date, which is either 12 months after the date of the Senior Facilities Agreement (the “Initial Termination Date”) or further 6 months after the Initial Termination Date if the Bridge Facility has been extended. If the Bridge Facility has been extended, a fee of 0.25 per cent. of the extended Bridge Loans (and/or commitments) shall be payable to the lenders of the extended Bridge Loans. All Revolving Loans drawn shall be repaid on the last day of each interest period and are to be repaid in full by no later than final repayment date, being the date which is 5 years after the date of the Senior Facilities Agreement. All Term Loans shall be repaid on the last day of each interest period and are to be repaid in full by no later than the final repayment date, being the date which is 5 years after the date of the Senior Facilities Agreement.

The Senior Facilities Agreement contains customary representations, warranties and covenants for a facilities agreement of this type. Certain covenants under the Senior Facilities Agreement are subject to carve-outs in respect of breaches which would not impair the ability of an obligor to perform its obligations or are not reasonably likely to have a material adverse effect.

The undertakings contain, without limitation, a financial covenant requiring Fnac to ensure that (a) the ratio of total adjusted debt to consolidated EBITDAR (the “Rent Adjusted Leverage Ratio”) shall not exceed certain ratios on the relevant semi-annual test dates, such ratios being 1.90:1.00 as at 31 December 2016, subject to an increase by 0.02x for each €10,000,000 of cash used to finance the acquisition of shares in Darty acquired pursuant to the offer or acquired after the date the offer is declared unconditional in all respects, including by way of squeeze out and (b) the ratio of consolidated EBITDAR to consolidated rents adjusted net interest payable (the “Rent Adjusted Interest Cover Ratio”) shall not exceed the ratio, on the relevant semi-annual test dates, of 1.25:1.00 and, from and after 31 December 2017, the ratio of 1.50:1.00.

The Facilities are unsecured, however the Senior Facilities Agreement contains a springing security covenant which is triggered, following the request of the Arrangers, in the event that Fnac does not achieve a corporate family rating higher than B+ from Standard & Poor’s (or equivalent rating from another ratings provider) within, and including, the date that is 12 weeks after the closing date. Security will also be required to be given for the benefit of the lenders, on a *pari passu* basis, in the event that security is granted to benefit any debt capital markets issuance to refinance the Bridge Loans.

The Senior Facilities Agreement contains various customary events of default, including but not limited to, non-payment, failure to comply with obligations under the Senior Facilities Agreement, breach of financial covenant, misrepresentation, certain insolvency events and proceedings, material adverse effect, audit qualification and a cross default in relation to any financial indebtedness that is €10,000,000 or more. At any time after the occurrence of an event of default the Agent may declare that any outstanding amounts are immediately repaid provided that, during the certain funds period, only specified “major” events of default shall apply.

The Senior Facilities Agreement is governed by French law.

On 20 April 2016, Fnac appointed Crédit Agricole Corporate and Investment Bank, Natixis and Société Générale to act as global coordinators and physical joint bookrunners in one or more issuances of notes (the “Notes”) by Fnac for the purpose of either (i) refinancing the amounts drawn under the Bridge Facility or (ii) if the Bridge Facility is not drawn or is only partially drawn, funding the purposes for which the undrawn proceeds of the Bridge Facility were originally intended to be applied (as described above). There is no assurance, however, that any issuance of Notes will take place, and Fnac retains full discretion in deciding whether or not to issue any Notes.

**(b) Co-ordinator Fee Letter**

On 20 April 2016, Fnac entered into a coordinator fee letter with the Arrangers (the “Co-ordinator Fee Letter”), setting out the terms on which Fnac would pay, *pro rata* to each Arranger upfront fees in an aggregate amount of (a) €7,400,000 in respect of the Revolving Facility, (b) €16,625,000 in respect of the Bridge Facility and (c) up to €5,550,000 in respect of the Term Facility (assuming commitments of €300,000,000 and reduced *pro rata* to any reduction in Term Facility commitments obtained) provided that any amount of the Bridge Facility upfront fee which is paid in respect of the Bridge Facility commitments that are replaced and/or repaid (as applicable) with the Term Facility commitments shall be credited towards the payment of the Term Facility upfront fee.

**(c) Agency Fee Letter**

On 20 April 2016, Fnac entered into an agency fee letter with the Agent (the “Agency Fee Letter”) in relation to the Facilities setting out the terms on which Fnac would pay to the Agent an agency fee of €100,000 *per annum*. Such agency fee will be reduced to €50,000 *per annum* after repayment in full of the amounts due under the Bridge Facility. In the event that a Term Facility is made available, the agency fee shall be increased to €120,000 *per annum* and reduced to €60,000 *per annum* after repayment in full of the amounts due under the Bridge Facility.

**(d) Syndication Letter**

On 20 April 2016, Fnac entered into a syndication letter with the Arrangers, in relation to the Facilities setting out that the Arrangers shall be entitled to make certain changes to the pricing of the Revolving Facility, following consultation with Fnac for a minimum of three days, to enhance the prospects of a successful syndication. The

changes include (i) increasing the margin on the Revolving Facility (the “Margin Flex”), and (ii) requiring the Fnac to pay additional upfront fees (the “Upfront Fee Flex”), to allow the Arrangers to pay away to potential lenders such additional upfront fees, provided that the cumulative effect of such flex will not result in the increase in the weighted average annual cost of funding under the Revolving Facility as a result of the Margin Flex plus, the total amount of Upfront Fee Flex as a percentage of the aggregate principal amount of the Revolving Facility as at the date of this letter divided by 3, exceeding 0.25 per cent. *per annum*.

**(e) Supplemental Agreement to the Senior Facilities Agreement**

On 28 April 2016, Fnac entered into a supplemental agreement to the Senior Facilities Agreement (the “Supplemental Facility Agreement”), comprising a €75,000,000 unsecured short term loan facility (the “Supplemental Facility”) with the Arrangers and the Agent. The proceeds of the loan (the “Supplemental Loan”) under the Supplemental Facility shall be applied to refinance the acquisition of shares in Darty made on or prior to 26 April 2016.

The Supplemental Facility Agreement includes mandatory prepayment provisions which require the borrower to prepay and/or cancel (as appropriate) the Supplemental Facility. It also contains voluntary prepayment and cancellation provisions. These provisions are customary for a facility of this nature.

The Supplemental Loan will bear interest, to be paid at the end of each interest period (the initial interest period shall end on 31 May 2016 and each subsequent period will be of one week or any other period agreed with the Agent), at a percentage rate *per annum* equal to the margin being 2.75 per cent., plus EURIBOR.

The Supplemental Loan shall be repaid in full on 15 June 2016.

The Supplemental Facility Agreement contains customary representations, warranties and covenants for a facility agreement of this type. Certain covenants under the Supplemental Facility Agreement are subject to carve-outs in respect of breaches which would not impair the ability of an obligor to perform its obligations or are not reasonably likely to have a material adverse effect.

The Supplemental Facility Agreement contains various customary events of default, including but not limited to non-payment, failure to comply with obligations under the Supplemental Facility Agreement, breach of financial covenant, misrepresentation, certain insolvency events and proceedings, material adverse effect, audit qualification and a cross default in relation to any financial indebtedness that is €10,000,000 or more. At any time after the occurrence of an event of default the Agent may declare that any outstanding amounts are immediately repaid.

**(f) Commitment Letter**

On 20 April 2016, Fnac entered into a commitment letter (the “Commitment Letter”) with the Arrangers in relation to the Facilities setting out the terms and conditions on which (i) they will arrange and manage the primary syndication of, and underwrite the Revolving Facility and the Bridge Facility, and (ii) use their best efforts to arrange and manage primary syndication of the Term Facility. Subject to certain carve outs, from 20 April 2016 to the earlier of close of primary syndication and 20 December 2016, neither Fnac nor any other member of the Fnac Group, with the prior written consent of each Arranger, may issue, arrange syndicate, borrow, incur or raise (or attempt, announce an intention, solicit or enter into discussions to issue, arrange, syndicate, borrow, incur or raise) any other debt finance in the international or any relevant domestic syndicated loan, debt, bank or capital market(s). The Arrangers (in their capacity as bookrunners) may conduct primary syndication to financial institutions selected by them and identified to and approved by Fnac, and they shall decide on the strategy to be adopted in primary syndication in consultation with the Parent and shall manage all other aspects of primary syndication which shall include closing syndication and accepting commitments and allocating resulting participations. Fnac will, and shall ensure that it and each material subsidiary shall provide assistance to the Arrangers (in their capacity as bookrunners) if reasonably required including, but not limited to (i) providing an information package in relation to the Fnac Group, (ii) the provision of any information reasonably requested by the bookrunners or potential lenders in connection with syndication, (iii) financial and other due diligence information in respect of the target group received by Fnac from the target, (iv) making available senior management and/or other representatives of Fnac and the Fnac Group, (v) using reasonable endeavours to ensure that syndication benefits from the Fnac Group’s existing lending relationships, and (vi) agreeing to shorter interest periods during syndication as is necessary for the purposes of syndication.

Except in the event of a breach of law, breach of any mandate document, breach of any finance document or the gross negligence or wilful misconduct by a coordinator, bookrunner, underwriter, mandated lead arranger, the Agent, any of their respective affiliates and their respective directors, officers employees and agents (each an “Indemnified Person”), Fnac shall, within five business days of written demand, indemnify the relevant Indemnified Person against any reasonable and duly documented cost, expense, loss or liability incurred as a result of any action, claim, investigation or proceeding commenced or threatened in writing in relation to the use of the proceeds of the Facilities (or any of them), any mandate document or finance document, and/or arranging, underwriting or coordinating the Bridge Facility and/or the Revolving Facility and/or the arranging or the coordinating of the syndication of the Term Facility. An Indemnified Person shall have no duty or obligation to recover any indemnification payment made or required to be made.

Prior to the time when the Arrangers (in their capacity as bookrunners) notify the syndication lenders of their final allocation in the Facilities, each of the Arrangers agree not to engage in certain activities which are intended or are reasonably likely to encourage any person to take a legal, beneficial or economic interest in the Facilities except as a lender in the syndicate.

**(g) Termination Letter**

On 20 April 2016, Fnac entered into a termination letter (the “Termination Letter”) terminating its existing senior facilities agreement which it entered into on 20 November 2016 and replacing it with the Senior Facilities Agreement (as described above).

**(h) Amendment no.2 to the Revolving Facility Agreement**

On 24 July 2014, Fnac, as parent, Fnac S.A., as company, an original borrower and the guarantor entered into an amendment and restatement agreement no.2 (the “Amendment and Restatement no.2 to the Revolving Facility Agreement”) to the revolving facility agreement dated 19 April 2013, as amended and restated by an amendment no.1 dated 12 June 2013 (the “Existing Revolving Facility Agreement”) in relation to a €250,000,000 revolving credit facility (the “Existing Revolving Facility”) with Crédit Agricole Corporate and Investment Bank, Crédit Lyonnais, Natixis and Société Générale, as mandated lead arrangers and bookrunners, Arkéa Banque Entreprises et Institutionnels, Banco Espirito Santo, Banque Fédérative du Crédit Mutuel (Groupe Crédit Mutuel — CIC), BNP Paribas and Caixabank S.A., as lead arrangers and bookrunners and Société Générale as facility agent and security agent of the other finance parties. Considering the improvement of the financial profile of the Group in 2013 and taking into account a banking market situation favorable to the borrowers, the parties to the Existing Revolving Facility Agreement agreed to amend and restate its terms as follows:

- (i) the final repayment date of the Existing Revolving Facility was extended from April 2016 to 24 July 2017;
- (ii) the mandatory prepayment relating to debt capital market and capital market issuances have been amended to provide (A) for a deductible of €25,000,000 and (B) that fifty per cent. (50 per cent.) any amount in excess of such deductible shall applied to the repayment of the Existing Revolving Facility;
- (iii) the global basket relating to permitted acquisitions which may be made by the Group during the life of the Existing Revolving Facility has been increased from €25,000,000 to €50,000,000;
- (iv) the following additional ratchet has been added to the margin ratchet: in case the leverage ratio is below 1.50x:1, the margin applicable to the Existing Revolving Facility shall be equal to 275 bps;
- (v) the table providing for the utilisation fee payable by Fnac on the daily outstanding aggregate amount of the loans under the Existing Revolving Facility has been amended as follows:

<u>Utilisation level (percentage of the total commitments)</u>	<u>Utilisation fee (percentage <i>per annum</i>)</u>
Greater than 66 per cent.	0.50 per cent.
Greater than 33 per cent. but less than 66 per cent.	0.25 per cent.
Less than or equal to 33 per cent.	0.15 per cent.

- (vi) if the financial covenants have been unchanged until the relevant date falling on 31 December 2015, two new testing dates have been added with the following levels to be complied with in relation to each financial covenant:

<u>Testing Date</u>	<u>Rent Adjusted Leverage Ratio</u>	<u>Minimum Equity Level (shall not be less than)</u>	<u>Minimum Liquidity Level (shall not be less than)</u>
30 June 2016	≤3.10x	€380,000,000	—
31 December 2016	≤1.55x	€440,000,000	€300,000,000

**(i) J.F.C.L. Share Purchase Agreement**

On 25 October 2013, Tick & Live S.A.S. (previously known as “Kyro-Concept S.A.S.”) a subsidiary of Fnac, entered into a share purchase agreement with Jean-François Caron, Jean François Levet and Patrick Gros (the “J.F.C.L. Sellers”) (the “J.F.C.L. Share Purchase Agreement”) pursuant to which Tick & Live S.A.S. acquired the entire share capital of J.F.C.L. S.A.S. and of its subsidiaries Datasport S.A. and Datasport Ouest S.A.R.L. for a purchase price of €8,500,000 (varied in accordance with final net treasury and working capital requirements).

Pursuant to the terms of the J.F.C.L. Share Purchase Agreement the J.F.C.L. Sellers jointly indemnified J.F.C.L. S.A.S. and/or Datasport S.A. and Datasport Ouest S.A.R.L. or Tick & Live S.A.S. for breach of warranties or for any variations in the assets or liabilities as compared to that appearing the reference accounts of J.F.C.L. S.A.S. and/or of Datasport S.A. and Datasport Ouest S.A.R.L.

The acquisition completed at the end of 2013.

**(j) Tick & Live Shareholders’ Agreement**

On 23 May 2014, France Billet S.A.S. and Fnac S.A., subsidiaries of Fnac, entered into a shareholders’ agreement with Trois S S.A.S. (the “Tick & Live Shareholders’ Agreement”) whereby in the context a share capital increase reserved to France Billet S.A.S. and Trois S S.A.S. of a total subscription price of €13,700,027.80, Trois S S.A.S. acquired a 49.99 per cent. stake in Tick & Live S.A.S. (previously known as “Kyro-Concept S.A.S.”) by subscribing for 928,709 shares for a subscription price of €8,649,995.63.

The Tick & Live Shareholders’ Agreement also sets out the terms and conditions governing the relationship of the parties as shareholders of Tick & Live S.A.S. The Tick & Live Shareholders’ Agreement has a set term of 10 years and is tacitly renewed for one or more periods of 2 years. In the event a shareholder gives 6 months’ notice prior to the end of a given period, said shareholder shall no longer be bound by the terms of the Tick & Live Shareholders’ Agreement. The Tick & Live Shareholders’ Agreement shall also cease to be binding against a shareholder in the event that a shareholder disposes of its Tick & Live S.A.S. shares and shall terminate on the day that Tick & Live shares are admitted to trading on a regulated market.

**(k) Eazieer Share Purchase Agreement**

On 10 November 2015, France Billet S.A.S., a subsidiary of Fnac, entered into a share purchase agreement with (i) Frédéric Bardin, Phillipe Stora, Antoine Séverac, Bandson Technologies, STIT Consulting, Caap Créations, as Eazieer S.A.S. shareholders, and (ii) Frédéric Bardin and Philippe Stora, as Eazieer S.A.S. managers, (the “Eazieer Sellers”) (the “Eazieer Share Purchase Agreement”) pursuant to which France Billet S.A.S. acquired, with effect from 10 November 2015, the entire share capital of Eazieer S.A.S. The purchase price consisted of an initial purchase price of €910,000 and two potential additional earn-out payments based on the EBITDA achieved by Eazieer S.A.S. during the financial years ending 31 December 2017 and 31 December 2019.

Pursuant to the terms of the Eazieer Share Purchase Agreement the Eazieer Sellers indemnified Eazieer S.A.S. or France Billet S.A.S. for breach of warranties or for any variations in the assets or liabilities as compared to that appearing the reference accounts of Eazieer S.A.S.

**(l) Izneo Memorandum of Understanding**

On 26 January 2016, Fnac S.A. entered into a memorandum of understanding with the shareholders of Izneo S.A.S. (Dargaud S.A., Dargaud-Lombard S.A., Editions Dupuis S.A., Editions Casterman S.A., Ankama Editions S.A.S., Bamboo Edition S.A.S., Bayard Presse S.A., Gallisol S.A.R.L. and Steinkis S.A.R.L.) (the “Izneo Memorandum of Understanding”) pursuant to which (i) Fnac S.A. agreed to subscribe for 11 000 Izneo S.A.S. ordinary shares for a total amount of €2,000,020 representing 50 per cent. of Izneo S.A.S.’s share capital following the Izneo Transaction and (ii) the terms and conditions of the capitalisation of part of the current account held by Dargaud S.A. in respect of Izneo S.A.S. (the “Izneo Transaction”).

The Izneo Transaction completed on 25 February 2016.

**6. Offer-related arrangements**

**(a) Confidentiality agreement**

On 13 November 2015, Fnac and Darty entered into a confidentiality agreement (the “Confidentiality Agreement”) pursuant to which each of Fnac and Darty has undertaken, among other things, to keep certain information relating to a possible combination of Fnac and Darty, and certain information pertaining to the other

party confidential and not to disclose it to third parties (other than to permitted parties) unless required by applicable law or regulation. These confidentiality obligations will remain in force until the earlier of (i) completion of the Proposed Acquisition; and (ii) 13 November 2018.

**(b) Clean Team Agreement**

On 10 December 2015, Fnac and Darty entered into a clean team agreement (the “Clean Team Agreement”) pursuant to which each of Darty and Fnac agreed further terms in respect of the sharing of competitively sensitive information for the purposes of the antitrust analysis to be conducted in connection with the Fnac offer. The Clean Team Agreement incorporates certain provisions of the Confidentiality Agreement, including as to the ownership and destruction of confidential information, and termination.

**(c) Co-operation Agreement**

Fnac entered into the Co-operation Agreement with Darty on the date of the Original Offer Announcement. On 21 April 2016, Fnac served written notice on Darty to terminate the Co-operation Agreement with immediate effect.

**7. Irrevocable undertakings from Darty Shareholders**

The following Darty Shareholders have given an irrevocable undertaking to accept, or procure the acceptance of, the Offer, made on the terms contained in this Offer Document:

*Details of Darty Shareholders’ hard irrevocable undertakings*

<u>Name of Darty Shareholder</u>	<u>Number of Darty Shares</u>	<u>Percentage of Darty issued share capital</u>
Knight Vinke	69,666,558	13.16%
DNCA	41,141,940	7.77%
<b>TOTAL</b>	<b>110,808,498</b>	<b>20.92%</b>

*Details of Darty Shareholders’ irrevocable undertakings*

<u>Name of Darty Shareholder</u>	<u>Number of Darty Shares</u>	<u>Percentage of Darty issued share capital</u>
Knight Vinke	6,308,151	1.19%

Knight Vinke, the holder of 75,974,709 Darty Shares (equating to 14.34 per cent. of the issued share capital of Darty at the close of business on the Last Practicable Date), on 21 April 2016 provided Fnac with irrevocable undertakings to support the Proposed Acquisition (the “Knight Vinke Undertakings”). Knight Vinke holds such Darty Shares as an investment manager on behalf of certain underlying investors. On 24 April 2016, Knight Vinke entered into two deeds of amendment (the “Knight Vinke Amendment Deeds”), which provide for an amendment and variation to the terms of the Knight Vinke Undertakings.

Pursuant to the terms of the Knight Vinke Undertakings (as amended by the Knight Vinke Amendment Deeds) Knight Vinke has irrevocably undertaken to accept the Third Increased Final Offer. It has also irrevocably undertaken, subject to the terms summarised below, not to support or accept an offer with respect to a competing transaction and that it will not deal in Darty Shares (unless the Panel has otherwise determined that Knight Vinke is not acting in concert with Fnac). Knight Vinke has also irrevocably undertaken to elect to receive New Fnac Shares pursuant to the Partial Share Alternative, and not cash, to the fullest extent possible in consideration for the Darty Shares it holds. The Knight Vinke Undertakings will automatically terminate if (i) the Third Increased Final Offer does not become or is not declared wholly unconditional, or lapses in accordance with its terms; or (ii) Fnac announces, with consent of the Panel, that it does not intend to proceed with the Proposed Acquisition. In addition, the Knight Vinke Undertakings may cease to be effective (wholly or in part) in respect of up to 6,308,151 Darty Shares (equating to 1.19 per cent. of the issued share capital of Darty at the close of business on the Last Practicable Date) in the event that certain relevant underlying investors, whose funds Knight Vinke manage, withdraw their mandates or adjust their investment instructions.

The Knight Vinke Undertakings (as amended by the Knight Vinke Amendment Deeds) supersede and replace in its entirety the deed of irrevocable undertaking executed and delivered by Knight Vinke on 6 November 2015 in respect of the Original Offer, which has been terminated and is of no further force or effect.

Fnac has also received an irrevocable undertaking from DNCA, in respect of 41,141,940 Darty Shares (equating to 7.77 per cent. of the issued share capital of Darty at the close of business on the Last Practicable Date) to support the Proposed Acquisition (the “DNCA Undertaking”). Pursuant to the terms of the DNCA Undertaking, DNCA has irrevocably undertaken to accept the Third Increased Final Offer. It has also irrevocably undertaken, subject to the terms summarised below, not to support or accept an offer with respect to a competing transaction and that it will not deal in Darty Shares (unless the Panel has otherwise determined that DNCA is not acting in concert with Fnac). DNCA has also irrevocably undertaken to elect to receive New Fnac Shares pursuant to the Partial Share Alternative, and not cash, to the fullest extent possible in consideration for the Darty Shares the subject of the DNCA Undertaking. The DNCA Undertaking will automatically terminate if (i) the Third Increased Final Offer does not become or is not declared wholly unconditional, or lapses in accordance with its terms; or (ii) Fnac announces, with consent of the Panel, that it does not intend to proceed with the Proposed Acquisition.

The DNCA Undertaking supersedes and replaces in its entirety the letter of intent signed by DNCA on 6 November 2015 in respect of the Original Offer, which has been terminated and is of no further force or effect.

Copies of the Knight Vinke Undertakings, the Knight Vinke Amendment Deeds and the DNCA Undertaking are available on the Fnac website at [www.groupe-fnac.com](http://www.groupe-fnac.com). Please note, however, that certain information on Fnac’s website may not be accessible to persons in Restricted Jurisdictions, including the United States.

## 8. Irrevocable undertakings from Fnac Shareholders

The following Fnac Shareholders have given an irrevocable undertaking to vote in favour of the Fnac Shareholder Resolution at the Fnac General Meeting expected to be held on 17 June 2016:

<u>Name of Fnac Shareholder</u>	<u>Number of Fnac Shares in respect of which undertaking is given</u>	<u>Percentage of Fnac’s voting capital prior to the Vivendi Subscription</u>	<u>Percentage of Fnac’s voting capital following the Vivendi Subscription</u>
Artemis	6,451,845	38.73	32.91
DNCA	814,300	4.89	4.15
Vivendi	2,944,901	0	15.02

On 2 May 2016 Artemis entered into an undertaking with Fnac to vote in favour of the Fnac Shareholder Resolution. The undertaking is valid until 31 July 2016 and is subject to French law. Artemis currently holds 6,451,845 Fnac Shares representing 38.73 per cent. of the voting rights in Fnac.

On 3 May 2016 DNCA entered into a similar voting undertaking with Fnac pursuant to which DNCA has also undertaken to vote in favour of the Fnac Shareholder Resolution in respect of 814,300 Fnac Shares. DNCA’s shareholding currently represents 4.89 per cent. of the voting rights in Fnac.

On 29 April 2016 Vivendi entered into a similar voting undertaking with Fnac pursuant to which Vivendi has also undertaken to vote in favour of the Fnac Shareholder Resolution in respect of 2,944,901 Fnac Shares, provided such shares have been issued to Vivendi pursuant to the Vivendi Subscription. The Vivendi Subscription is described in paragraph 9 below.

Following the Vivendi Subscription, Vivendi will hold Fnac Shares representing 15.02 per cent. of the enlarged Fnac voting share capital. Accordingly, Artemis and DNCA’s holding in Fnac will be reduced and thereafter the voting undertakings will be in respect of 32.91 per cent. and 4.15 per cent. of the enlarged Fnac voting share capital, respectively, meaning Fnac will have voting undertakings to vote in favour of the Fnac Shareholder Resolution in respect of 52.09 per cent. of the Fnac voting share capital. In the event that the Vivendi Subscription does not complete, the voting undertakings provided by Artemis and DNCA will be in respect of 43.62 per cent. of the voting rights to be exercisable at the Fnac General Meeting.

## 9. Vivendi Subscription

On 11 April 2016, Fnac and Vivendi announced a strategic partnership based on planned co-operation in the cultural domains, accompanied by a minority equity investment by Vivendi in the share capital of Fnac of up to 15 per cent. by way of a share capital increase, with cancellation of shareholders’ preferential subscription right, reserved to Vivendi at a total subscription price of €159,024,654 by the issue of 2,944,901 Fnac Shares at a unitary price of €54 per share.

As part of this strategic partnership, the equity investment of Vivendi in the share capital of Fnac would be accompanied by the nomination of two members proposed by Vivendi to the Fnac Board for a duration of three years.

The Vivendi Subscription is subject to and conditional upon the approval by Fnac Shareholders at a general meeting of Fnac to be held on or around 24 May 2016. Artemis has undertaken to Fnac, pursuant to a separate agreement dated 18 April 2016 to vote in favour of the Vivendi Subscription at the aforementioned Fnac general meeting.

On 2 May 2016, the prospectus relating to the admission of 2,944,901 new Fnac Shares on Euronext Paris pursuant to the Vivendi Subscription received AMF visa no.16-160.

## **10. Bases of calculation and sources of information**

In this Offer Document, unless otherwise stated or the context otherwise requires, the bases and sources used are as described in Part 9 of this Offer Document.

## **11. Other Information**

- (a) Save as disclosed in this Offer Document, there is no agreement, arrangement or understanding by which any securities acquired in pursuance of the Offer will be transferred to any other person, but Fnac reserves the right to transfer any such shares to any member of the Fnac Group.
- (b) Neither the payment of interest on, nor the repayment of, nor the security for, any liability (contingent or otherwise) of Fnac will depend to any significant extent on the business of Darty.
- (c) Save as disclosed in this Offer Document, no agreement, arrangement or understanding of whatever nature, whether formal or informal (including indemnity or option arrangements), relating to relevant securities which may be an inducement to deal or refrain from dealing exists between Fnac or any concert party of Fnac and any other person.
- (d) Save as disclosed in this Offer Document, the emoluments of the Fnac Directors will not be affected by the Offer, completion of the Proposed Acquisition or any other associated transaction.
- (e) Each of Ernst & Young and Rothschild has given and has not withdrawn its consent for the publication of its report in this Offer Document in the form and consent in which it is included.
- (f) Each of Rothschild, Crédit Agricole, Ondra, Ernst & Young and Peel Hunt LLP has given and not withdrawn its written consent to the issue of this Offer Document with the references to its name in the form and context in which they appear.
- (g) The aggregate fees and expenses expected to be incurred by Fnac in connection with the Offer are estimated to amount to €50,200,000 (approximately £39,300,000) excluding applicable VAT. Set out below are the estimates of fees and expenses expected to be incurred in relation to:
  - (i) financing arrangements: €27,200,000 (approximately £21,300,000) excluding applicable VAT and depending on whether discretionary fees are paid;
  - (ii) financial and corporate broking advice: €7,500,000 (approximately £5,900,000) excluding applicable VAT;
  - (iii) legal advice: €10,400,000 (approximately £8,100,000) excluding applicable VAT (legal fees are charged by reference to hourly rates);
  - (iv) accounting advice: €2,200,000 (approximately £1,700,000) excluding applicable VAT;
  - (v) public relations advice: nil;
  - (vi) other professional services: €2,400,000 (approximately £1,900,000) excluding applicable VAT; and
  - (vii) other costs and expenses: €500,000 (approximately £400,000).

Where fees, costs or expenses are payable in Euros, they have been converted to sterling for the purposes of this paragraph 11(g) at a Sterling: Euro exchange rate of £1 = €1.2762 as of 17 May 2016.

## **12. Documents available for inspection**

Copies of the documents listed below in this paragraph 12 are available for inspection on Fnac's website at [www.groupe-fnac.com](http://www.groupe-fnac.com) until the end of the Offer (including any related competition reference period). Please note, however, that certain information on Fnac's website may not be accessible to persons in Restricted Jurisdictions, including the United States.

- (a) this Offer Document and the Forms of Acceptance;
- (b) the Prospectus;
- (c) the by-laws of Fnac;
- (d) the Fnac Notice;
- (e) the Knight Vinke Undertakings;
- (f) the Knight Vinke Amendment Deeds;
- (g) the DNCA Undertaking;
- (h) the irrevocable undertakings provided by certain Fnac Shareholders to vote in favour of the Fnac Shareholder Resolution at the Fnac General Meeting referred to in paragraph 8 above;
- (i) the Clean Team Agreement;
- (j) the Confidentiality Agreement;
- (k) the Co-operation Agreement and the notice terminating the Co-operation Agreement;
- (l) the written consent letters from each of Rothschild and Ernst & Young referred to in paragraph 11(e) above;
- (m) the Original Senior Facilities Agreement;
- (n) the amendment agreement to the Original Senior Facilities Agreement;
- (o) the Supplemental Agreement to the Senior Facilities Agreement;
- (p) the Co-ordinator Fee Letter;
- (q) the Agency Fee Letter;
- (r) the Commitment Letter;
- (s) the Syndication Letter; and
- (t) the Termination Letter.

For the avoidance of doubt, the contents of the Fnac website are not incorporated into, and do not form part of, this Offer Document, save for the information specifically incorporated by references pursuant to Part 7 of this Offer Document. Please note that information on Fnac's website may not be accessible to persons in Restricted Jurisdictions, including the United States.

## PART 5: DESCRIPTION OF NEW FNAC SHARES

**This Part 5 of this Offer Document sets out a summary of the full particulars of the New Fnac Shares to be issued pursuant to the Offer.**

**(a) General**

The New Fnac Shares will be ordinary shares of the same class as existing Fnac Shares. The New Fnac Shares will be issued credited as fully paid, will be admitted to trading on Euronext Paris on the same listing line as Fnac Shares in issue at the time the New Fnac Shares are issued pursuant to the Offer, under the same ISIN number (which is FR0011476928) and will rank *pari passu* in all respects with such Fnac Shares, including the right to receive and retain dividends and other distributions declared, made or paid by reference to a record date falling after the Effective Date.

**(b) Law and applicable jurisdiction**

The law applicable to the New Fnac Shares is French law. In the event of legal proceedings, the courts of the registered offices of Fnac shall have jurisdiction when Fnac is the defendant, and shall be chosen based on the nature of the legal proceedings, unless otherwise stipulated in the French Code of Civil Procedure.

**(c) Currency**

The New Fnac Shares will be denominated in Euros.

**(d) Rights attaching to New Fnac Shares**

- (i) New Fnac Shares will be subject to Fnac's articles of association and will carry the same rights as other Fnac Shares.
- (ii) Each New Fnac Share will carry the right to a portion of the company's assets, profits and the liquidation surplus proportional to the number and to the nominal value of Fnac Shares comprising the issued share capital of Fnac.
- (iii) Pursuant to the terms of the twentieth resolution of the mixed general meeting of 29 May 2015, it was resolved not to grant double voting rights as instituted by French Law 2014-384 of 29 March 2014. Consequently, each holder of New Fnac Shares will have as many votes in the general shareholders' meetings as the number of Fnac Shares it holds.
- (iv) Whenever it is necessary to own a certain number of shares to exercise any right, particularly in case of exchange, conversion, combination or attribution of shares, reduction of capital, merger, demerger or any other operation, the shares in a number less than that required will not give their owner any right against Fnac, with the shareholders having, in this case, to personally see that they obtain the number of shares required or a multiple thereof, and the provisions of Article L.228-6 of the French Commercial Code will apply to the rights forming fractional shares.
- (v) New Fnac Shares will be granted a preferential subscription right from their date of issue.

**(e) Dividends**

Fnac has not distributed any dividends in its last three financial years, and has no current intention to resume dividend payments.

Fnac's policy with respect to the payment of future dividends will take into account among other things Fnac's results, constraints imposed by the financing of the Combined Group, the implementation of the Combined Group's strategy, the financial situation of the Combined Group, general business conditions and any other factor deemed relevant by the Fnac Board. Taking such elements into account, Fnac's objective is to bring its dividend policy in line with sector standards for comparable groups. This objective does not however constitute an undertaking by Fnac.

**(f) Fnac CDIs representing New Fnac Shares**

The Fnac CDIs, representing New Fnac Shares, will be issued to those Eligible Darty Shareholders who accept the Offer and either: (i) elect to receive New Fnac Shares pursuant to the Partial Share Alternative of the Third Increased Final Offer; or (ii) elect to receive New Fnac Shares pursuant to the Original Offer.

Your attention is drawn to paragraph 22(c) of Part 1 of this Offer Document, which provides a brief description of the rights attaching to Fnac CDIs, and further describes how the rights attaching to New Fnac Shares that are held in the form of Fnac CDIs are to be exercised.

If you are in any doubt about the rights attaching to the Fnac Shares or the Fnac CDIs you should consult an independent adviser.

## PART 6: QUANTIFIED FINANCIAL BENEFITS STATEMENT

### Section A: Disclosure Relating to the Quantified Financial Benefits Statement

Paragraph 8 of Part 1 of this Offer Document (*Synergy potential of the Proposed Acquisition*) contains statements of estimated synergies arising from the Proposed Acquisition (together, the “Quantified Financial Benefits Statement”). The reports referred to therein can be found at Sections B and C of this Part 6 of this Offer Document.

The Quantified Financial Benefits Statement is made under Rule 28 of the City Code.

A copy of the Quantified Financial Benefits Statement is set out below:

“The Fnac Board believes that the Proposed Acquisition will result in compelling financial benefits to the Combined Group, including total annual pre-tax synergies of at least €130 million *per annum*. This amount is premised upon Fnac’s intention to maintain separate Fnac and Darty brands and commercial concepts following the completion of the Proposed Acquisition. It does not take into account the impact of any remedies that may be imposed by the French Competition Authority.

It is assumed the Proposed Acquisition will complete by no later than September 2016. Under this assumption, approximately 5 per cent. of these synergies would be realised in 2016, rising to at least 50 per cent. in 2017, 90 per cent. in 2018 and 100 per cent. thereafter.

The one-off costs to deliver these savings, including additional capital expenditures, are expected to total approximately €105 million – €110 million.”

#### Sources and phasing of synergies

The principal sources of quantified synergies are expected to be as follows:

- approximately half of the identified synergies are expected to arise from (i) purchasing synergies in the retail categories of brown goods, grey goods and small domestic appliances in which both Fnac and Darty operate, as well as (ii) revenue synergies derived from cross-selling of editorial products and white goods (in particular through store-in-store initiatives), extending Fnac’s ticketing offer within Darty stores in France and Belgium and leveraging on both group’s respective omni-channel capabilities to drive sales growth; and
- approximately half of the identified synergies are expected to arise from other cost synergies, including optimisation of warehousing and transport activities, integration of IT systems, of certain headquarter and support functions within the UK, France and Belgium, and from savings in procured services.

Fnac has identified these synergies in the context of its intent to maintain separate Fnac and Darty brands and commercial concepts following the completion of the Proposed Acquisition.

The phasing of the cost savings described above assumes, for these purposes, that completion of the Proposed Acquisition occurs no later than September of 2016. It is expected that the realisation of the identified synergies will require estimated one-off cash costs of approximately €105 million – €110 million, including capex, largely occurring in fiscal years 2017 and 2018.

#### Sources of information

In preparing the Quantified Financial Benefits Statement, Fnac has used an experienced team of senior management from across its business.

Fnac has based its assessment of the expected savings on its own organisational, commercial and cost structures, industry knowledge, on its previous restructuring programmes and growth initiatives, and on publically available information including the Darty website, press releases, annual report and accounts, public reporting and analysts’ research.

#### Bases of belief

In identifying the synergies, Fnac has formulated the following principal bases of belief supporting the statement:

- Fnac and Darty are both listed companies and have similar leadership and governance structures. Synergies can therefore be realised through consolidation of corporate leadership, corporate governance and the activities associated with public listing.

- Fnac and Darty both operate within the specialist retail sector and have similar organisational requirements for support to their operations. Synergies can therefore be realised through the integration of certain back-office and IT support functions.
- Synergies can be realised through the combination of the warehousing and distribution networks of Fnac and Darty in France and Belgium.
- Synergies can be realised through the consolidation of procurement and management of third party support services to the Fnac and Darty store operations.
- Fnac and Darty have overlap in their retail offerings and supplier bases in the brown and grey goods segments and in small domestic appliances. Synergies can therefore be realised through the consolidation of procurement activities in these segments.
- Revenue synergies can be realised by leveraging both companies' omni-channel capabilities and complementary offering, including cross-selling of editorial products and white goods through store-in-store initiatives.

### **Procedures performed**

Fnac carried out the following procedures to identify the potential quantum and phasing of the merger benefits within the areas above:

- Considered the organisation structures and future operating model of the combined business.
- Developed hypotheses in each merger benefit area, identified the addressable costs and the potential quantum of each synergy.
- Validated these hypotheses through internal discussion, through review of publically available information and through consideration of Fnac's own track record of identifying and delivering benefits within each merger benefit area.

For the purpose of Fnac's synergy assessment, the *pro forma* baseline cost of the combination was considered to be €7,140 million, being the sum of the full fiscal year operating costs, exclusive of depreciation and amortisation, of Groupe Fnac S.A. (for fiscal year to 31 December 2014) and of Darty plc (for fiscal year to 30 April 2015).

### **Dis-synergies**

Fnac believes that dis-synergies may arise as a result of the review of the Proposed Acquisition by the French Competition Authority. The actual scope and financial impact of any such dis-synergies will be dependent on the outcome of its review.

### **Additional information**

In arriving at the estimate of synergies, Fnac has made the following additional assumptions:

- there will be no significant impact on the underlying operations of either business or their ability to win business from customers; and
- there will be no material changes to macroeconomic, political or legal conditions in the markets or regions in which Fnac and Darty operate that materially impact on the implementation or costs to achieve of the proposed cost savings.

Fnac considers that the expected synergies will only accrue as a direct result of Fnac being combined with Darty and would not be achieved on a standalone basis.

### **Reports**

As required by Rule 28.1(a) of the City Code, Ernst & Young and Rothschild have each provided a report in respect of the Quantified Financial Benefits Statement.

Copies of these reports can be found in Sections B and Part C of this Part 6 of this Offer Document.

Each of Ernst & Young and Rothschild has given and has not withdrawn its consent to the publication of its report in this Offer Document in the form and context in which it is included.

***Important Notes***

1. The statements of estimated cost savings and synergies relate to future actions and circumstances which, by their nature, involve risks, uncertainties and contingencies. As a result, the cost savings and synergies referred to may not be achieved, or may be achieved later or sooner than estimated or those achieved could be materially different from those estimated.
2. Due to the scale of the Combined Group, there may be additional changes to the Combined Group's operations. As a result, and given the fact that the changes relate to the future, the resulting cost savings may be materially greater or less than those estimated.
3. No statement in the Quantified Financial Benefits Statement, or in this Offer Document generally, should be construed as a profit forecast or interpreted to mean that the Combined Group's earnings in the first full year following a merger, or in any subsequent period, would necessarily match or be greater than or be less than those of Fnac and/or Darty for the relevant preceding financial period or any other period.

**Section B:**  
**Report from Ernst & Young LLP**

18 May 2016

The Board of Directors  
Groupe Fnac S.A.  
9 rue des Bateaux-Lavoires  
94868 Ivry-sur-Seine  
France  
Attention: Matthieu Malige, Secrétaire Général

N. M. Rothschild & Sons Limited  
New Court  
St Swithin's Lane  
London  
United Kingdom  
EC4N 8AL  
Attention: Majid Ishaq, Managing Director

Dear Sirs

**OFFER FOR DARTY PLC BY GROUPE FNAC S.A.**

We refer to the statement regarding the estimate of cost savings ("the Statement") made by Groupe FNAC S.A. ("the Company"). The Statement, including the relevant bases of belief (including sources of information) is set out in Part 6 of this Offer Document dated 18 May 2016 and was previously set out in the announcement issued by the Company dated 21 April 2016. This report is required by Rule 28.1(a)(i) of The City Code on Takeovers and Mergers (the "City Code") and is given for the purpose of complying with that rule and for no other purpose.

***Responsibility***

It is the responsibility of the directors of the Company ("the Directors") to prepare the Statement in accordance with the requirements of the City Code.

It is our responsibility to form an opinion as required by the Code as to the proper compilation of the Statement on the basis stated and to report that opinion to you.

It is the responsibility of N M Rothschild & Sons Limited to form an opinion as required by the City Code as to whether the Statement has been prepared with due care and consideration.

Save for any responsibility that we may have to those persons to whom this report is expressly addressed, to the fullest extent permitted by law we do not assume any responsibility and will not accept any liability to any other person for any loss suffered by any such other person as a result of, arising out of, or in connection with, this report.

***Basis of opinion***

We conducted our work in accordance with Standards for Investment Reporting 1000 (Investment Reporting Standards applicable to all engagements in connection with an investment circular) issued by the Auditing Practices Board in the United Kingdom. We have discussed the Statement together with the relevant bases of belief (including sources of information) with the Directors and with N M Rothschild & Sons Limited. Our work did not involve any independent examination of any of the financial or other information underlying the Statement.

We do not express any opinion as to the achievability of the cost savings identified by the Directors.

Our work has not been carried out in accordance with auditing or other standards and practices generally accepted in other jurisdictions and accordingly should not be relied upon as if it had been carried out in accordance with those standards and practices.

***Opinion***

In our opinion, the Statement has been properly compiled on the basis stated.

Yours faithfully



Ernst & Young LLP

## Section C: Report from N. M. Rothschild & Sons Limited

The Directors  
on behalf of Groupe Fnac S.A.  
9, rue des Bateaux-Lavoisirs  
94868 Ivry-sur-Seine

18 May 2016

Dear Sirs,

### **Offer for Darty plc by Groupe Fnac S.A. (“Fnac”)**

We refer to the Quantified Financial Benefits Statement, the bases of belief thereof and the notes thereto (together, the “Statement”) as set out in Part 6 of this Offer Document, for which the Board of Directors of Fnac (the “Directors”) are solely responsible under Rule 28 of the City Code on Takeovers and Mergers (the “Code”).

We have discussed the Statement (including the assumptions and sources of information referred to therein), with the Directors and those officers and employees of Fnac who developed the underlying plans. The Statement is subject to uncertainty as described in this Offer Document and our work did not involve an independent examination of any of the financial or other information underlying the Statement.

We have relied upon the accuracy and completeness of all the financial and other information provided to us by, or on behalf of, Fnac, or otherwise discussed with or reviewed by us, and we have assumed such accuracy and completeness for the purposes of providing this letter.

We do not express any opinion as to the achievability of the quantified financial benefits identified by the Directors.

We have also reviewed the work carried out by Ernst & Young LLP and have discussed with them the opinion set out in Section B of Part 6 to this Offer Document addressed to yourselves and ourselves on this matter.

This letter is provided to you solely in connection with Rule 28.1(a)(ii) of the Code and for no other purpose. We accept no responsibility to Fnac or its shareholders or any person other than the Directors in respect of the contents of this letter; no person other than the Directors can rely on the contents of this letter, and to the fullest extent permitted by law, we exclude all liability (whether in contract, tort or otherwise) to any other person, in respect of this letter, its results, or the work undertaken in connection with this letter, or any of the results that can be derived from this letter or any written or oral information provided in connection with this letter, and any such liability is expressly disclaimed except to the extent that such liability cannot be excluded by law.

On the basis of the foregoing, we consider that the Statement, for which you as the Directors are solely responsible, has been prepared with due care and consideration.

Yours faithfully,

N. M. Rothschild & Sons Limited

## PART 7: CERTAIN INFORMATION RELATING TO FNAC AND DARTY

### Key Financials

	Fnac Key financials (€m) <sup>17</sup>		Darty Key financials (€m) <sup>18</sup>	
	Dec-14a	Dec-15a	Apr-14a PF	Apr-15a
<b>Sales</b>	<b>3,895</b>	<b>3,876</b>	<b>3,404</b>	<b>3,512</b>
<i>Growth (%)</i>	<i>(0.3)%</i>	<i>(0.5)%</i>		<i>3.2%</i>
<b>EBITDA</b>	<b>147</b>	<b>146</b>	<b>129</b>	<b>119</b>
<i>Margin (%)</i>	<i>3.8%</i>	<i>3.8%</i>	<i>3.8%</i>	<i>3.4%</i>
<b>EBIT<sup>19</sup></b>	<b>77</b>	<b>85</b>	<b>77</b>	<b>68</b>
<i>Margin (%)</i>	<i>2.0%</i>	<i>2.2%</i>	<i>2.3%</i>	<i>1.9%</i>
<b>Operating Cash Flow<sup>20</sup></b>	<b>116</b>	<b>109</b>	<b>(13)</b>	<b>17</b>
<b>Capex<sup>21</sup></b>	<b>(49)</b>	<b>(58)</b>	<b>(49)</b>	<b>(40)</b>
<i>As % of sales</i>	<i>(1.3)%</i>	<i>(1.5)%</i>	<i>(1.4)%</i>	<i>(1.1)%</i>
<b>EBITDA — Capex — Change in WC</b>	<b>111</b>	<b>132</b>	<b>17</b>	<b>29</b>
<b>Net debt / (cash)<sup>22</sup></b>	<b>(535)</b>	<b>(544)</b>	<b>185</b>	<b>224</b>

### Sales

<u>By product</u>	<u>Fnac<sup>23</sup></u>	<u>Darty<sup>24</sup></u>	<u>Fnac and Darty<sup>25 26</sup></u>
<b>Services and Accessories</b> .....	5%	13%	9%
<b>Editorial goods</b> .....	37%	0%	19%
<b>Brown goods</b> .....	19%	19%	19%
<b>Grey goods</b> .....	39%	26%	33%
<b>White goods</b> .....	0%	42%	20%

  

<u>By country</u>	<u>Fnac Sales breakdown<sup>27</sup></u>	<u>Darty Sales breakdown<sup>28</sup></u>
<b>France</b> .....	72%	80%
<b>Iberia</b> .....	17%	—
<b>Belgium and Switzerland</b> .....	4%	—
<b>Brazil</b> .....	8%	—
<b>Belgium and the Netherlands</b> .....	N/A	20%

<sup>17</sup> Fnac Registration Document for the financial years ended (i) 31 December 2014; and (ii) 31 December 2015 and 2015 results presentation for the financial year ended 31 December 2015.

<sup>18</sup> Darty annual report and accounts for the financial years ended (i) 30 April 2014 and (ii) 30 April 2015.

<sup>19</sup> EBIT equal to “Current Operating Income” definition for Fnac and equal to EBITDA — D&A for Darty (before exceptional items and profit/loss on disposal of PP&E and intangible assets).

<sup>20</sup> Calculated as “net cash flows from operating activities” — “interests and equivalent payments” as per Fnac reporting and reported as “net cash from / (used in) operating activities” by Darty.

<sup>21</sup> Net capex excluding acquisitions.

<sup>22</sup> As per the definition used respectively in the Fnac Registration Document for the financial year ended 31 December 2015, or Darty’s annual report and accounts for the financial year ended 30 April 2015.

<sup>23</sup> Fnac Registration Document for the financial year ended 31 December 2015.

<sup>24</sup> Figures relate to the financial year ended 30 April 2013 and are sourced from the offering memorandum relating to the issue by Darty Financements S.A.S. of €250,000,000 5.875% of senior notes due 2021, dated 19 February 2014.

<sup>25</sup> Total sales figure derived from sum of Fnac reported sales for the financial year ended 31 December 2015 and Darty reported sales for the financial year ended 30 April 2015.

<sup>26</sup> Group goods split calculated from i) Fnac goods split as reported in the Fnac Registration Document for the financial year ended 31 December 2015 and ii) Darty goods split as reported in the Darty bond prospectus dated 19 February 2014 (applied to sales figure for the financial year ended 30 April 2015).

<sup>27</sup> Fnac Registration Document.

<sup>28</sup> Darty annual report and accounts for the financial year ended 30 April 2015.

### Number of Stores

	Fnac – Number of stores <sup>29</sup>			Darty – Number of stores <sup>30</sup>			Fnac + Darty		
	Owned	Franch.	Total	Owned	Franch.	Total	Owned	Franch.	Total
<b>France</b>	<b>86</b>	<b>35</b>	<b>121</b>	<b>223</b>	<b>59</b>	<b>282</b>	<b>309</b>	<b>94</b>	<b>403</b>
<b>Intl.</b>	<b>74</b>	<b>4</b>	<b>78</b>	<b>136</b>	<b>4</b>	<b>140</b>	<b>210</b>	<b>8</b>	<b>218</b>
<i>Spain</i>	26	1	27	—	—	—	26	1	27
<i>Portugal</i>	22	—	22	—	—	—	22	—	22
<i>Belgium</i>	9	—	9	61 <sup>32</sup>	—	61	70	—	70
<i>Netherlands</i>	—	—	—	75 <sup>33</sup>	—	75	75	—	75
<i>Switzerland</i>	5	—	5	—	—	—	5	—	5
<i>Brazil</i>	12	—	12	—	—	—	12	—	12
<i>Other</i>	—	3 <sup>31</sup>	3	—	4 <sup>34</sup>	4	—	7	7
<b>Total</b>	<b>160</b>	<b>39</b>	<b>199</b>	<b>359</b>	<b>63</b>	<b>422</b>	<b>519</b>	<b>102</b>	<b>621</b>

### Online Presence in France

#### Attractive online presence in France (number of monthly unique visitors in millions)<sup>35</sup>

<b>Amazon</b>	<b>16.3</b>
<b>Cdiscount</b>	<b>10.3</b>
<b>Fnac</b>	<b>8.0</b>
<b>Ebay</b>	<b>7.6</b>
<b>Voyage-sncf.com</b>	<b>6.7</b>
<b>Carrefour</b>	<b>6.1</b>
<b>Price Minister</b>	<b>5.9</b>
<b>Leroy Merlin</b>	<b>5.4</b>
<b>Booking.com</b>	<b>5.2</b>
<b>La Redoute</b>	<b>5.0</b>
<b>Vente-privée</b>	<b>4.7</b>
<b>Darty</b>	<b>4.6</b>
<b>E. Leclerc</b>	<b>4.5</b>
<b>Castorama</b>	<b>3.9</b>
<b>Decathlon</b>	<b>3.9</b>

<sup>29</sup> Fnac 2015 results presentation for the financial year ended 31 December 2015.

<sup>30</sup> Darty Q3 trading statement dated 18 February 2016.

<sup>31</sup> Fnac's 2015 results presentation (p.51) Fnac has one franchised store in each of Morocco, Qatar and Ivory Coast.

<sup>32</sup> Figures sourced from Darty "Group Overview" website page, accessed on April 2016, and Darty HY results for the period ended 31 October 2015, dated 10 December 2015.

<sup>33</sup> Figures sourced from Darty "Group Overview" website page, accessed on April 2016.

<sup>34</sup> Darty Q4 trading statement dated 21 May 2015.

<sup>35</sup> Fédération E-commerce et Vente À Distance (FEVAD) Communiqué de Presse dated 18 November 2015 (numbers as at Q3 2015).

Electronics

**Number 1 electronic and editorial goods retailer in France  
(Revenues for the financial year ended 31 December  
2014, €bn)<sup>36</sup>**

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<b>Fnac and Darty</b>	<b>5.6</b>
<b>Darty</b>	<b>2.8<sup>37</sup></b>
<b>Fnac</b>	<b>2.8</b>
<b>Conforama</b>	<b>2.8</b>
<b>Boulangier</b>	<b>1.9</b>
<b>BUT</b>	<b>1.9</b>
<b>C Discount</b>	<b>1.9</b>
<b>Amazon</b>	<b>1.8</b>
<b>Relay</b>	<b>1.0</b>
<b>Micromania</b>	<b>0.6</b>
<b>Electro Depot</b>	<b>0.5</b>

**Top 10 consumer electronics retailers in Europe  
(Revenues for the financial year ended 31 December 2014, €bn)<sup>38</sup>**

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<b>Metro Group</b>	<b>21.0</b>
<b>Dixons Carphone</b>	<b>12.4</b>
<b>Amazon</b>	<b>11.8</b>
<b>Expert</b>	<b>8.8</b>
<b>Fnac and Darty (combined)</b>	<b>7.4<sup>39</sup></b>
<b>Apple</b>	<b>4.7</b>
<b>Fnac</b>	<b>3.9</b>
<b>Darty</b>	<b>3.5<sup>40</sup></b>
<b>M. Video</b>	<b>3.5</b>

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<sup>36</sup> LSA Magazine, issue no. 2377, 3 September 2015 (including only distributors in Fnac and Darty product categories, excluding food stores and a department store not focused on electronic and editorial goods).

<sup>37</sup> Financial year ended 30 April 2015 (a different year end to the other companies under comparison).

<sup>38</sup> Metro Retail Compendium 2015/2016 (Euronics and E Squared excluded as they are buying groups).

<sup>39</sup> In respect of the element of this component figure that relates to Darty, the number is sourced from its annual report and accounts for the financial year ended 30 April 2015; a different year end to the other businesses in the comparison.

<sup>40</sup> In respect of Darty, figure sourced from its annual report and accounts for the financial year ended 30 April 2015; a different year end to the other businesses in the comparison.

## PART 8: INFORMATION INCORPORATED BY REFERENCE

Your attention is drawn to the following documents that are incorporated by reference into this Offer Document in accordance with Rule 24.15 of the City Code:

<b>Document</b>	<b>Website where document is available for inspection</b>
<b>Fnac:</b>	
Groupe Fnac S.A. Registration Document: Consolidated financial statements for the financial year ended 31 December 2015, pp 123-197;	<a href="http://www.groupe-fnac.com">www.groupe-fnac.com</a>
Groupe Fnac S.A. Registration Document: Consolidated financial statements for the financial year ended 31 December 2014, pp 117-190; and	<a href="http://www.groupe-fnac.com">www.groupe-fnac.com</a>
Prospectus, pp 243-261.	<a href="http://www.groupe-fnac.com">www.groupe-fnac.com</a>
<b>Darty:</b>	
Darty plc Statement of Half Year Results for the period ended 31 October 2015, pp 1-50;	<a href="http://www.dartygroup.com/investor-centre">www.dartygroup.com/investor-centre</a>
Darty plc Annual Report: Consolidated financial statements for the financial year ended 30 April 2015, pp 58-120; and	<a href="http://www.dartygroup.com/investor-centre">www.dartygroup.com/investor-centre</a>
Darty plc Annual Report: Consolidated financial statements for the financial year ended 30 April 2014, pp 61-132.	<a href="http://www.dartygroup.com/investor-centre">www.dartygroup.com/investor-centre</a>

### Request for hard copies

Subject to certain restrictions relating to persons in Restricted Jurisdictions and the United States, you may request a hard copy of the above information incorporated into this Offer Document by reference by contacting the Receiving Agent at Corporate Actions Projects, The Pavilions, Bridgwater Road, Bristol BS99 6AH or by telephone between 9.00 a.m. and 5.00 p.m. Monday to Friday (except UK public holidays) on 0370 873 5882 (or from outside the United Kingdom on +44 370 873 5882). Please note that calls may be monitored or recorded. A hard copy of the information incorporated into this Offer Document by reference will not be sent to you unless requested from Fnac in accordance with the instructions above.

### No incorporation of website information

Save as expressly referred to herein, neither the content of Fnac's or Darty's website nor the content of any website accessible from hyperlinks on Fnac's or Darty's website, is incorporated by reference into, or forms part of, this Offer Document.

## PART 9: SOURCES OF INFORMATION AND BASES OF CALCULATION

In this Offer Document:

- (a) All references to Darty Shares are to Darty ordinary shares of €0.30 each and all, references to Fnac Shares are to Fnac shares of €1.00 each.
- (b) The number of issued and to be issued Darty Shares is based on 529,553,216 shares in issue, and rights under the Darty's Long Term Incentive Plans for 7,932,099 shares.
- (c) The value per share of the Partial Share Alternative of the Third Increased Final Offer has been calculated using:
  - (i) (a) the Closing Price on 17 May 2016 (being the Last Practicable Date) of €49.0 in respect of a Fnac Share; (b) divided by 25 being the exchange ratio offered under the terms of the Third Increase Final Offer; and (c) applying an exchange rate of £1.00/€1.2762 as of 17 May 2016; and
  - (ii) (a) the volume-weighted average price of one Fnac Share for the 30 calendar days prior to and including the Last Practicable Date (being €53.0 per Fnac Share); (b) divided by 25 being the exchange ratio offered under the terms of the Third Increase Final Offer; and (c) applying the average £/€ exchange rate over the same period (being £1.00/€1.2726).
- (d) The value per share of the Original Offer has been calculated using: (a) the Closing Price on 17 May 2016 (being the Last Practicable Date) of €49.0 in respect of a Fnac Share; (b) divided by 37 being the exchange ratio offered under the Original Offer; and (c) applying an exchange rate of £1.00/€1.2762 as of 17 May 2016.
- (e) The cash amount equal to 113 pence per Darty Share held in respect of the Partial Cash Alternative of the Original Offer has been calculated using: (a) the volume-weighted average price of one Fnac Share for the 30 calendar days prior to and including the Last Practicable Date (being €53.0 per Fnac Share); (b) divided by 37 being the exchange ratio applicable pursuant to the terms of the Original Offer; and (c) applying the average £/€ exchange rate over the same period (being £1.00/€1.2726).
- (f) The five premium calculations of the Third Increased Final Offer to the price per Darty Share used in this Offer Document have been calculated by reference to either:
  - (i) the Closing Price on 29 September 2015 (being the last Business Day before the date of Fnac's Possible Offer Announcement) of 81 pence in respect of a Darty Share;
  - (ii) the Original Offer Price on 19 November 2015 (being the last Business Day before the date of Fnac's Original Offer Announcement) of 105 pence based on (a) the Closing price of €55.6 per Fnac share as of 19 November 2015; (b) an exchange rate of £1.00/€1.4246 as of 19 November 2015; (c) the terms of the Original Offer entitling Darty shareholders to receive 1 Fnac share for every 37 Darty shares held;
  - (iii) the Original Offer Price on 22 April 2016 (being the last Business Day before the date of Third Increased Final Offer Announcement) of 115 pence based on: (a) the Closing price of €54.6 per Fnac share as of 22 April 2016; (b) an exchange rate of £1.00/€1.2821 as of 22 April 2016; (c) the terms of the Original Offer entitling Darty shareholders to receive 1 Fnac share for every 37 Darty shares held;
  - (iv) the Closing Price on 22 April 2016 (being the last Business Day before the date of the Third Increased Final Offer Announcement) of 163 pence in respect of a Darty Share; and
  - (v) the Closing Price on 17 May 2016 (being the Last Practicable Date) of 169 pence in respect of a Darty Share.
- (g) The two premium calculations of the Original Offer (as calculated in (d) above) to the price per Darty Share used in this Offer Document have been calculated by reference to either:
  - (i) the Closing Price on 29 September 2015 (being the last Business Day before the date of Fnac's Possible Offer Announcement) of 81 pence in respect of a Darty Share; and
  - (ii) the Closing Price on 17 May 2016 (being the Last Practicable Date) of 169 pence in respect of a Darty Share.
- (h) Unless otherwise stated:
  - (i) historic financial information relating to Fnac has been extracted or derived (without material adjustment) from the audited financial statements of Fnac contained in Fnac's Annual Report and Accounts for the financial year ended 31 December 2015 or from Fnac's management accounts; and
  - (ii) historic financial information relating to Darty has been extracted or derived (without material adjustment) from the audited financial statements of Darty contained in Darty's Annual Report and Accounts for the financial year ended 30 April 2015.

- (i) The synergy numbers are unaudited and are based on analysis by Fnac's management and on Fnac's internal records. Further information underlying the information set out in paragraph 8 of Part 1 of this Offer Document (*Synergy potential of the Proposed Acquisition*) is provided in Part 6 of this Offer Document.
- (j) All Closing Prices for Fnac and Darty shares as well as exchange rates are derived from Factset (function P\_PRICE and function P\_EXCH\_RATE(GBP, EUR)).
- (k) Certain figures included in this Offer Document have been subject to rounding adjustments.

## PART 10: DEFINITIONS

The following definitions apply throughout this Offer Document unless the context otherwise requires:

“ <u>ACPR</u> ”	means the <i>Autorité de Contrôle Prudentiel et de Résolution</i> of France;
“ <u>Acceptance Condition</u> ”	the acceptance condition to the Offer, as set out in paragraph (a) of Section A of Part 2 to this Offer Document;
“ <u>Act</u> ”	means the Companies Act 2006, as amended from time to time;
“ <u>AMF</u> ”	means the <i>Autorité des Marchés Financiers</i> of France;
“ <u>Authorisations</u> ”	for the purpose of the relevant Conditions, means authorisations, orders, grants, recognitions, determinations, confirmations, consents, licences, clearances, permissions, exemptions and approvals;
“ <u>Artemis</u> ”	means Artemis S.A.;
“ <u>Board</u> ”	means, in relation to Darty, the Darty Board, and in relation to Fnac, the Fnac Board;
“ <u>Business Day</u> ”	means a day, other than an English or French public holiday, Saturday or Sunday, when banks are open in London and Paris for general banking business;
“ <u>CDI</u> ”	means a CREST depositary interest issued by CREST Depositary Limited (a subsidiary of Euroclear) whereby CREST Depositary Limited will hold overseas securities on trust for the CREST member to whom it has issued a depositary interest;
“ <u>certificated</u> ” or “ <u>certificated form</u> ”	in relation to a share or other security, a share or other security title to which is recorded in the relevant register of the share or other security as being held in certificated form (that is, not in CREST);
“ <u>City Code</u> ”	means the City Code on Takeovers and Mergers as issued from time to time by or on behalf of the Panel;
“ <u>Closing Date</u> ”	means the date on which the Offer is closed for further acceptance or, as the case may be and as the context permits, the date on which any of the Original Offer, the Partial Cash Alternative, the Partial Share Alternative and/or the Third Increased Final Offer is closed for further acceptance, in each case as may be determined by Fnac (in its sole discretion);
“ <u>Closing Price</u> ”	means the closing middle market quotation of a share derived from Factset (function P_PRICE and function P_EXCH_RATE (GBP,EUR));
“ <u>Combined Group</u> ”	means the enlarged group following completion of the Proposed Acquisition, comprising the Fnac Group and the Darty Group;
“ <u>Computershare Nominee</u> ”	means such group company of Computershare as Computershare may nominate from time to time to provide the Computershare Nominee Arrangement, which shall be a member of CREST, and whose business shall consist solely of acting as a nominee holder of shares or other securities on behalf of other persons; this company shall initially be Computershare Company Nominees Limited;
“ <u>Computershare Nominee Arrangement</u> ”	has the meaning given to it in paragraph 22(a) of Part 1 of this Offer Document;
“ <u>Conditions</u> ”	means the conditions to the implementation of the Offer as set out in Part 2 of this Offer Document;
“ <u>Conforama Offer Document</u> ”	means the offer document published by Conforama Investissement SNC on 11 April 2016 setting out the terms of a recommended cash offer by Conforama Investissement SNC to acquire the entire issued, and to be issued, share capital of Darty;

<u>“Conforama Original Offer Announcement”</u>	means the joint announcement made by Conforama Investissement SNC and Darty, pursuant to Rule 2.7 of the City Code, made on 18 March 2016, setting out the terms of a recommended cash offer to be made by Conforama Investissement SNC for the entire issued, and to be issued, share capital of Darty;
<u>“Crédit Agricole”</u>	means Crédit Agricole Corporate and Investment Bank S.A.;
<u>“CREST”</u>	the relevant system (as defined in the Regulations) in respect of which Euroclear is the operator (as defined in the Regulations);
<u>“CREST Manual”</u>	the manual issued by Euroclear for further information on the CREST procedure;
<u>“CREST participant”</u>	means a person who is, in relation to CREST, a system participant (as defined in the Regulations);
<u>“CREST payment”</u>	has the meaning given in the CREST Manual issued by Euroclear;
<u>“CREST sponsor”</u>	means a person who is, in relation to CREST, a sponsoring system participant (as defined in the Regulations);
<u>“CREST sponsored member”</u>	means a CREST member admitted to CREST as a sponsored member under the sponsorship of a CREST sponsor;
<u>“Darty”</u>	means Darty plc, incorporated in England and Wales with registered number 04232413;
<u>“Darty Board”</u>	means the Darty Directors collectively;
<u>“Darty Deferred Bonus Awards”</u>	means the component of annual bonus payments in respect of past, present and future financial years for Régis Schultz, Albin Jacquemont and Simon Enoch deferred into awards over Darty Shares for a three year period;
<u>“Darty Directors”</u>	means the directors of Darty as at the date of this Offer Document or, where the context so requires, the directors of Darty from time to time;
<u>“Darty Group”</u>	means Darty and its subsidiaries and subsidiary undertakings from time to time and a “member of the Darty Group” shall be construed accordingly;
<u>“Darty Pension Scheme”</u>	means the Comet Pension Scheme, a legacy UK defined benefit pension scheme maintained by Darty (the liabilities of which Darty has assumed responsibility for), which closed to new entrants on 1 April 2004 and ceased future service accrual on 30 September 2007;
<u>“Darty Shareholders”</u>	means the holders of Darty Shares;
<u>“Darty Share Incentive Schemes”</u>	means the Darty Share Plan and the Darty Deferred Bonus Awards;
<u>“Darty Shares”</u>	includes: <ul style="list-style-type: none"> <li>a) the existing unconditionally allotted or issued and fully paid (or credited as fully paid) ordinary shares of 30 euro cents each in the capital of Darty; and</li> <li>b) any further ordinary shares of 30 euro cents each in the capital of Darty which are unconditionally allotted or issued and fully paid (or credited as fully paid) before the date on which the Offer closes (or such earlier date or dates as Fnac may, subject to the City Code, determine),</li> </ul> <p>but excludes any shares held as treasury shares on such date as Fnac may determine before the Offer closes (which may be a different date to the date referred to in (b) above);</p>

“ <u>Darty Share Plan</u> ”	means the Kesa Electricals plc Long Term Incentive Plan, the rules of which were approved by Darty Shareholders on 18 June 2010;
“ <u>Dealing Disclosure</u> ”	means a dealing disclosure made in accordance with Rule 8 of the City Code;
“ <u>Disclosed</u> ”	means the information disclosed by, or on behalf of Darty in: (i) the Annual Report and Accounts of the Darty Group for the financial year ended 30 April 2015; (ii) the Offer Document; (iii) the announcement by Darty of its first quarter trading for the period 1 May 2015 to 31 July 2015 released by Darty on 10 September 2015; (iv) the announcement by Darty of its half year results for six months ended 31 October 2015; (v) the announcement by Darty of its third quarter trading for the period 1 November 2015 to 31 January 2016; (vi) any public announcement made by Darty in accordance with the City Code, the Listing Rules, the Disclosure and Transparency Rules after 30 April 2015 but prior to the date of this Offer Document; (vii) as disclosed in writing or orally in any designated due diligence meeting arranged between Fnac and Darty prior to the date of this Offer Document; or (viii) as otherwise fairly disclosed prior to the date of this Offer Document by or on behalf of Darty or its agents to Fnac (or its respective officers, employees, agents or advisers in their capacity as such);
“ <u>Disclosure and Transparency Rules</u> ”	means the rules and regulations made by the FCA under Part VI of the Financial Services and Markets Act 2000 (as amended from time to time), referred to in section 73A(2) of the same and contained in the FCA’s publication of the same name (as amended from time to time);
“ <u>DNCA</u> ”	means DNCA Finance S.A.;
“ <u>DNCA Undertaking</u> ”	has the meaning given to it in paragraph 7 of Part 4 of this Offer Document;
“ <u>Effective Date</u> ”	means the date on which the Offer becomes or is declared unconditional in all respects;
“ <u>Electronic Acceptance</u> ”	means the inputting and settling of a TTE instruction which constitutes or is deemed to constitute an acceptance of the Offer on the terms set out in this Offer Document;
“ <u>Eligible Darty Shareholders</u> ”	means those Darty Shareholders, other than Restricted Darty Shareholders;
“ <u>Ernst &amp; Young</u> ”	means Ernst & Young LLP, a limited liability partnership registered in England and Wales with registered number OC300001 and its registered office at 1 More London Place, London SE1 2AF, United Kingdom;
“ <u>ESA instruction</u> ”	means an Escrow Account Adjustment Input (AESN), transaction type;
“ <u>Escrow Agent</u> ”	means Computershare Investor Services PLC in its capacity as escrow agent (as described in the CREST Manual issued by Euroclear);
“ <u>European Union</u> ”	means an economic and political union of 28 member states which are located primarily in Europe;
“ <u>Euroclear</u> ”	means Euroclear UK & Ireland Limited;

“ <u>Euroclear France</u> ”	means Euroclear France S.A.;
“ <u>Euronext Paris</u> ”	means Euronext Paris S.A.;
“ <u>Euronext Rule Book</u> ”	means (i) the Euronext Rule Book I containing the Harmonised Rules, including rules of conduct and of enforcement, designed to protect the markets, as well as rules on listing, trading and membership of Euronext Securities and Derivatives Markets and (ii) Euronext Rule Book II containing specific rules applicable to French regulated markets;
“ <u>FCA</u> ”	means the UK Financial Conduct Authority;
“ <u>First Closing Date</u> ”	means 15 July 2016;
“ <u>Fnac</u> ”	means Groupe Fnac S.A., a société anonyme registered with the Creteil Trade and Companies Registry under identification number 055 800 296;
“ <u>Fnac Board</u> ”	means the Fnac Directors collectively;
“ <u>Fnac CDI</u> ”	means a CDI representing an entitlement to one Fnac Share;
“ <u>Fnac Directors</u> ”	means the directors of Fnac as at the date of this Offer Document or, where the context so requires, the directors of Fnac from time to time;
“ <u>Fnac General Meeting</u> ”	means a meeting of the Fnac Shareholders (and any adjournment thereof) at which the Fnac Shareholder Resolution will be considered, and, if thought fit, approved;
“ <u>Fnac Group</u> ”	means Fnac and its subsidiaries and subsidiary undertakings from time to time and “member of the Fnac Group” shall be construed accordingly;
“ <u>Fnac Notice</u> ”	means the notice published on 13 May 2016 convening the Fnac General Meeting (and shall include any supplementary notice) available at <a href="http://www.groupe-fnac.com">www.groupe-fnac.com</a> ;
“ <u>Fnac Shares</u> ”	means the shares of €1.00 each in the capital of Fnac from time to time;
“ <u>Fnac Shareholder Resolution</u> ”	means the shareholder resolution (including any amendment(s) thereto) of Fnac recommended by the Fnac Board to be proposed at the Fnac General Meeting to grant authority to the Fnac Directors to issue up to a maximum of 8,472,851 New Fnac Shares in connection with the Offer;
“ <u>Fnac Shareholders</u> ”	means holders of Fnac Shares;
“ <u>Forms of Acceptance</u> ”	means the Third Increased Final Offer Form of Acceptance and the Original Offer Form of Acceptance, and “ <u>Form of Acceptance</u> ” shall be construed accordingly;
“ <u>French Competition Authority</u> ”	means the authority responsible for regulating competition issues in France, known as the <i>Autorité de la concurrence</i> ;
“ <u>FCA</u> ”	means the UK Financial Conduct Authority or its successor from time to time;
“ <u>FCA Handbook</u> ”	means the handbook of rules made by the FCA as amended from time to time;

“ <u>FSMA</u> ”	means the Financial Services and Markets Act 2000 (as amended from time to time);
“ <u>HMRC</u> ”	means Her Majesty’s Revenue & Customs;
“ <u>IFRS</u> ”	international accounting standards and international financial reporting standards and interpretations thereof, approved or published by the International Accounting Standards Board and adopted by the European Union;
“ <u>Increased Offer</u> ”	means the offer by Fnac to acquire the entire issued and to be issued share capital of Darty, as set out in the Increased Offer Announcement;
“ <u>Increased Offer Announcement</u> ”	means the announcement made by Fnac pursuant to Rule 2.7 of the City Code on 21 April 2016 setting out the terms of the Increased Offer;
“ <u>Knight Vinke</u> ”	means Knight Vinke Asset Management LLC;
“ <u>Knight Vinke Amendment Deeds</u> ”	has the meaning given to it in paragraph 7 of Part 4 of this Offer Document;
“ <u>Knight Vinke Undertakings</u> ”	has the meaning given to it in paragraph 7 of Part 4 of this Offer Document;
“ <u>Last Practicable Date</u> ”	means the last practicable date prior to the date of this Offer Document, being 17 May 2016;
“ <u>Listing Rules</u> ”	means the rules and regulations made by the FCA pursuant to Part VI of the Financial Services and Markets Act 2000 (as amended from time to time), referred to in section 73A(2) of the same and contained in the FCA’s publication of the same name (as amended from time to time);
“ <u>London Stock Exchange</u> ”	means London Stock Exchange plc;
“ <u>member account ID</u> ”	means the identification code or number attached to any member account in CREST;
“ <u>Natixis</u> ”	means Natixis S.A.;
“ <u>New Fnac Shares</u> ”	means the Fnac Shares proposed to be issued to Eligible Darty Shareholders who make a valid election to receive such Fnac Shares pursuant to the terms of the Offer;
“ <u>Offer</u> ”	means the offer, comprising the Third Increased Final Offer and the Original Offer, made by Fnac to acquire the entire issued and to be issued share capital of Darty on the terms and subject to the conditions set out in this Offer Document and the Forms of Acceptance and, where the context so requires, any subsequent revision, variation, extension or renewal of such offer (as may be permitted by the Panel), including any election or alternative available in connection with it;
“ <u>Offer Document</u> ”	means this offer document;
“ <u>Offer Period</u> ”	means the period commencing on (and including) 30 September 2015 and ending on whichever of the following dates shall be latest: (i) 1.00 p.m. on the First Closing Date; (ii) the date on which the Offer lapses or is withdrawn; (iii) the date on which the Offer has become or has been declared unconditional as to acceptances; and (iv) such other date as the Panel may determine;

“ <u>Official List</u> ”	means the official list maintained by the UK Listing Authority;
“ <u>Opening Position Disclosure</u> ”	means an announcement required by Rule 8 of the City Code containing details of interests or short positions in, or rights to subscribe for, any relevant securities of a party to the offer if the person concerned has such a position;
“ <u>Original Offer</u> ”	means the recommended offer to acquire the entire issued and to be issued share capital of Darty, as set out in the Original Offer Announcement;
“ <u>Original Offer Announcement</u> ”	means the joint announcement made by Fnac and Darty pursuant to Rule 2.7 of the City Code, made on 20 November 2015, setting out the terms of the Original Offer;
“ <u>Original Offer Form of Acceptance</u> ”	means the pink form of acceptance, election and authority accompanying this Offer Document or any other document for use in connection with accepting the Original Offer;
“ <u>Overseas Shareholders</u> ”	means the Darty Shareholders who are resident in, ordinarily resident in, or citizens of, jurisdictions outside the United Kingdom and France;
“ <u>Panel</u> ”	means the Panel on Takeovers and Mergers;
“ <u>Partial Cash Alternative</u> ”	means the alternative whereby Eligible Darty Shareholders may elect to receive cash <i>in lieu</i> of all or part of the New Fnac Shares to which they would otherwise be entitled under the Original Offer, as described in paragraph 3 of Part 1 of this Offer Document;
“ <u>Partial Share Alternative</u> ”	means the alternative whereby Eligible Darty Shareholders may elect to receive New Fnac Shares <i>in lieu</i> of all or part of the cash to which they would otherwise be entitled under the Third Increased Final Offer, as described in paragraph 2 of Part 1 of this Offer Document;
“ <u>participant ID</u> ”	means the identification code or membership number used in CREST to identify a CREST member or other CREST participant;
“ <u>Possible Offer Announcement</u> ”	means the announcement made by Fnac on 30 September 2015, pursuant to Rule 2.4 of the City Code, confirming that Fnac had made a proposal to the Darty Directors regarding the Proposed Acquisition;
“ <u>PRA</u> ”	means the Prudential Regulation Authority;
“ <u>Proposed Acquisition</u> ”	means the proposed acquisition of the entire issued and to be issued share capital of Darty by Fnac, to be implemented by way of the Offer as described in this Offer Document;
“ <u>Prospectus</u> ”	means the prospectus published by Fnac in respect of the New Fnac Shares to be issued to Darty Shareholders in connection with the Offer and for the purpose of admission of the New Fnac Shares to trading on Euronext Paris (including any supplementary prospectus);
“ <u>Quantified Financial Benefits Statement</u> ”	has the meaning given to it in Section A of Part 6 of this Offer Document;
“ <u>Receiving Agent</u> ” or “ <u>Computershare</u> ”	means Computershare Investor Services PLC, in its capacity as receiving agent for the purpose of the Offer;
“ <u>Regulation</u> ”	means Council Regulation (EC) 139/2004 (as amended);

“ <u>Regulatory Information Service</u> ”	means any information service authorised from time to time by the FCA for the purpose of disseminating regulatory announcements;
“ <u>Regulatory News Service</u> ”	means the Regulatory Information Service owned and operated by the London Stock Exchange;
“ <u>relevant securities</u> ”	means (i) securities of Darty which are being offered or which carry voting rights; (ii) equity share capital of Darty or, as the context requires, Fnac; (iii) securities of Fnac which carry substantially the same rights as any to be issued as consideration for the Offer; and (iv) securities of Darty or as the context requires, Fnac, carrying conversion or subscription rights into any of the foregoing;
“ <u>Restricted Darty Shareholder</u> ”	means those Darty Shareholders who are located in a Restricted Jurisdiction;
“ <u>Restricted Jurisdiction</u> ”	means any jurisdiction where local laws or regulations may result in a significant risk of civil, regulatory or criminal exposure if information concerning the Offer is sent or made available to Darty Shareholders in that jurisdiction including, but not limited to, Canada, Australia, the Republic of South Africa and Japan. For the purposes of the Partial Share Alternative of the Third Increased Final Offer (but not the cash element) and the offer of New Fnac Shares pursuant to the Original Offer (but not the Partial Cash Alternative), “Restricted Jurisdiction” includes the United States and any state or jurisdiction in the United States;
“ <u>Rothschild</u> ”	means N. M. Rothschild & Sons Limited;
“ <u>Rothschild Group</u> ”	means Rothschild, Rothschild & Cie and other affiliates and group companies of Rothschild;
“ <u>SEC</u> ”	means the US Securities and Exchange Commission;
“ <u>Second Increased Offer</u> ”	means the offer by Fnac to acquire the entire issued and to be issued share capital of Darty, as set out in the Second Increased Offer Announcement;
“ <u>Second Increased Offer Announcement</u> ”	means the announcement made by Fnac pursuant to Rule 2.7 of the City Code on 21 April 2016 (following the Increased Offer Announcement) setting out the terms of the Second Increased Offer;
“ <u>Senior Facilities Agreement</u> ”	has the meaning given to it in paragraph 5(a) of Part 4 of this Offer Document;
“ <u>Significant Interest</u> ”	means in relation to an undertaking, a direct or indirect interest of 20 per cent. or more of (i) the total voting rights conferred by the equity share capital (as defined in section 548 of the Act) of such undertaking or (ii) the relevant partnership interest;
“ <u>Société Générale</u> ”	means Société Générale Corporate & Investment Banking (the corporate and investment banking division of Société Générale);
“ <u>subsidiary</u> ”	has the meaning given to it in section 1159 of the Act;
“ <u>subsidiary undertaking</u> ”	has the meaning given to it in section 1162 of the Act;
“ <u>Third Increased Final Offer</u> ”	means the third increased and final offer by Fnac for the entire issued and to be issued share capital of Darty as set out in the Third Increased Final Offer Announcement;
“ <u>Third Increased Final Offer Announcement</u> ”	means the announcement made by Fnac pursuant to Rule 2.7 of the City Code, made on 25 April 2016, setting out the terms of the Third Increased Final Offer;
“ <u>Third Increased Final Offer Form of Acceptance</u> ”	means the green form of acceptance, election and authority accompanying this Offer Document or any other document for use in connection with accepting the Third Increased Final Offer;

“ <u>TTE instruction</u> ”	means a Transfer to Escrow instruction (as described in the CREST Manual issued by Euroclear) in relation to Darty Shares in uncertificated form meeting the requirements set out in paragraphs 21(B)(ii) or 21(B)(iii) of Part 1 of this Offer Document, or paragraph 7(e) or 8(i) of Section C of Part 2 of this Offer Document (as applicable), and relating to an acceptance of the Offer;
“ <u>uncertificated</u> ” or “ <u>in uncertificated form</u> ”	means a share or other security title to which is recorded in the relevant register of the share or security as being held in uncertificated form, in CREST, and title to which, by virtue of the Regulations may be transferred by means of CREST;
“ <u>UK</u> ” or “ <u>United Kingdom</u> ”	means the United Kingdom of Great Britain and Northern Ireland;
“ <u>UK Listing Authority</u> ”	means the FCA acting in its capacity as the authority for listing in the UK;
“ <u>US</u> ” or “ <u>United States</u> ”	means the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia;
“ <u>US Exchange Act</u> ”	means the US Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;
“ <u>US Person</u> ”	means a natural person resident or located in, or a legal person organised under the laws of, the United States;
“ <u>US Securities Act</u> ”	means the US Securities Act of 1933, as amended;
“ <u>Vivendi</u> ”	means Vivendi S.A.;
“ <u>Vivendi Subscription</u> ”	means the subscription by Vivendi for 2,944,901 Fnac Shares for an aggregate subscription amount of €159,024,654 to be completed subject to, and conditional upon, the approval by Fnac Shareholders at a general meeting of Fnac to be held on 24 May 2016 (or such later date, in the case of adjournment);
“ <u>Wider Darty Group</u> ”	means Darty and its subsidiaries, subsidiary undertakings, associated undertakings and any other body corporate, partnership, joint venture or person in which Darty and all such undertakings (aggregating their interests) have a Significant Interest; and
“ <u>Wider Fnac Group</u> ”	means Fnac and its subsidiaries, subsidiary undertakings, associated undertakings and any other body corporate partnership, joint venture or person in which Fnac and all such undertakings (aggregating their interests) have a Significant Interest.

All times referred to are London time, unless otherwise stated.

All references to “GBP”, “pence”, “sterling” or “£” are to the lawful currency of the United Kingdom. All references to “Euro”, “€” or “cents” are to the lawful currency of the European Union.

All references to statutory provision or law or to any order or regulation shall be construed as a reference to that provision, law, order or regulation as extended, modified, replaced or re-enacted from time to time and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom.

## PART 11: TERMS AND CONDITIONS OF THE COMPUTERSHARE NOMINEE ARRANGEMENT

### CORPORATE SPONSORED NOMINEE ACCOUNT TERMS AND CONDITIONS GROUPE FNAC S.A.

The following are the terms and conditions on which Computershare Investor Services PLC ("**Computershare**") will provide the Groupe Fnac S.A. Nominee Account for Groupe Fnac S.A. CREST Depository Interests (also known as Groupe Fnac S.A. CDIs) held on your behalf by the Computershare Nominee. Computershare Investor Services PLC is authorised and regulated by the Financial Conduct Authority ("FCA"). Computershare will not provide you with investment, taxation or legal advice. If you require any such advice or assistance concerning the Groupe Fnac S.A. Nominee Account, the acquisition or disposal of Groupe Fnac S.A. CDIs or your tax liability you should seek independent professional advice.

The Groupe Fnac S.A. Nominee Account is available only to individuals being natural persons over the age of 18, resident in Ireland, the United Kingdom and the other Permitted Countries and is not offered to persons resident outside Ireland, the United Kingdom and the other Permitted Countries. Where these terms and conditions have been received in a country where the provision of the Groupe Fnac S.A. Nominee Account would be contrary to local laws or regulations, these terms and conditions should be treated as being for information purposes only. You may not participate in the Groupe Fnac S.A. Nominee Account if you hold any Groupe Fnac S.A. CDIs in your own name.

Please read these terms and conditions carefully. They explain the relationship between you and us with respect to the Groupe Fnac S.A. CDIs. On the Groupe Fnac S.A. CDIs being issued to the Computershare Nominee, these terms and conditions will constitute a legally binding agreement between you and us. If there is anything in them which you do not understand, please contact us or seek independent professional advice. Our contact details are listed in clause 11.

These terms and conditions do not constitute a recommendation to buy, sell, transfer or hold Groupe Fnac S.A. CDIs. The decision to buy, sell, transfer or hold Groupe Fnac S.A. CDIs will be solely your responsibility. The value of shares is not guaranteed and share prices may go down as well as up. You could get back less than you invest.

These terms and conditions can change from time to time on providing you with prior notice in accordance with clause 11. You can obtain an up-to-date version by calling Computershare. Our contact details are listed in clause 11.

#### 1 Definitions and interpretation

1.1 The following words and phrases used in these terms and conditions have the meanings set out below:-

**"Act 2012"** means the UK Financial Services Act 2012, as amended or replaced, and any regulations made thereunder;

**"Book-Entry Form"** means a system that allows shares to be recorded electronically, without the issue of a paper share certificate to evidence ownership;

**"business day"** means any day (excluding Saturday) on which banks in the United Kingdom are generally open for non-automated business;

**"Cancellation Period"** has the meaning given to it in clause 10.2;

**"Groupe Fnac S.A."** means Groupe Fnac S.A., incorporated in France with registration number 055 800 296 and whose registered address is 9, rue des Bateaux-Lavoisirs, ZAC Port d'Ivry, 94868 Ivry-sur-seine, France;

**"Groupe Fnac S.A. CREST Depository Interest"** or **"Groupe Fnac S.A. CDI"** is a 'CREST depository interest' (a type of security or instrument) representing Shares that enables those Shares to be held and settled electronically within the CREST System. References to **"your Groupe Fnac S.A. CDIs"** are to Groupe Fnac S.A. CDIs originally issued to the Computershare Nominee on your behalf and to any other Groupe Fnac S.A. CDIs which are transferred or issued to the Computershare Nominee for your account (including if you have elected to take part in the Groupe Fnac S.A. Nominee Account dividend reinvestment plan);

**"Groupe Fnac S.A. Nominee Account"** means the Groupe Fnac S.A. corporate sponsored nominee service provided by Computershare whereby the Computershare Nominee holds Groupe Fnac S.A. CDIs as nominee in accordance with these terms and conditions;

**"Groupe Fnac S.A. Nominee Share Dealing Facility"** means the facility provided by Computershare for the sale of Groupe Fnac S.A. CDIs;

**"Groupe Fnac S.A. Share Register"** means the share register maintained by Groupe Fnac S.A. or its agent for the Shares;

**"Computershare"** or **"us"** or **"we"** means Computershare Investor Services PLC (Company No: 3498808) whose registered address is situated at The Pavilions, Bridgwater Road, Bristol, BS13 8AE, Financial Services Register (No.188534);

Computershare Investor Services PLC is authorised and regulated by the Financial Conduct Authority, Registered Office: 25 The North Colonnade, Canary Wharf, London E14 5HS. Computershare Investor Services PLC is on the Financial Conduct Authority Register with registration number 188534. Computershare Investor Services PLC is registered in England & Wales, Company No. 3498808, Registered Office: The Pavilions, Bridgwater Road, Bristol BS13 8AE. The main business of Computershare Investor Services PLC is the provision of share registry and shareholder services.

**"Computershare Nominee"** means such group company of Computershare as Computershare may nominate from time to time to provide the Groupe CREST, and whose business shall consist solely of acting as a nominee holder of shares or other securities on behalf of other persons; this company shall initially be Computershare Company Nominees Limited;

**"CREST"** means Euroclear UK & Ireland Limited;

**"CREST System"** means the computer based system operated by CREST for the transfer of uncertificated securities;

**"Euronext Paris"** means the system operated by NYSE Euronext for the holding and transfer of uncertificated securities (including Shares) in France;

**"FCA"** means the UK Financial Conduct Authority;

**"FCA Rules"** means the rules, guidance and principles set out in the FCA Handbook;

**"FSCS"** means the UK Financial Services Compensation Scheme;

**"Participant"** means the CREST user nominated by the Computershare Nominee who is therefore able to send and receive CREST messages on behalf of the Computershare Nominee;

**"Permitted Countries"** means the jurisdictions set out in clause 18, as amended from time to time;

**"Share"** means an ordinary share in Groupe Fnac S.A.;

**"SRN"** means Shareholder Reference Number;

**"stamp duty"** means stamp duty or stamp duty reserve tax, as applicable;

**"Transfer Date"** has the meaning given to it in clause 12.16;

**"Transferee"** has the meaning given to it in clause 12.16;

**"VAT"** has the meaning given to it in clause 6.4;

**"Withholding Agent"** means such person as Computershare may nominate from time to time to hold any Withholding Tax and remit the same to the appropriate tax authority (in any jurisdiction) on your behalf;

**"Withholding Tax"** means any withholding or deduction for taxes required to be made by Computershare in respect of any dividend or other CDIDistribution payable to you; and

**"you"** means the person holding an interest in the Groupe Fnac S.A. CDIs.

## Interpretation

1.2 Words importing one gender shall (where appropriate) include any other gender, and words importing the singular shall (where appropriate) include the plural and vice versa.

1.3 References to any statute or statutory provisions shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provisions (including all

instruments, orders or regulations made under it or deriving from it) as in force from time to time.

1.4 For the avoidance of doubt, references in these terms and conditions to the United Kingdom, unless specified to the contrary, shall exclude the Channel Islands.

1.5 Any provision that says we will do something also means that we will arrange for the Computershare Nominee to do so, unless the context means otherwise.

1.6 References in these terms and conditions to selling Groupe Fnac S.A. CDIs includes, where the context permits, the sale of the Shares underlying the Groupe Fnac S.A. CDIs.

1.7 Headings are used for reference only and do not affect the meaning of the clauses.

1.8 Reference to a time of day will be construed as a reference to UK time, except where otherwise stated.

1.9 Any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression is to be construed as illustrative only and does not limit the sense of the words preceding those terms.

## 2 Nominee arrangements and transfer of Groupe Fnac S.A. CDIs

2.1 The Computershare Nominee will hold the CDIs in uncertificated form in CREST. Nothing in these terms and conditions is intended to vary any of the Computershare Nominee's rights or duties in relation to Groupe Fnac S.A. as set out in Groupe Fnac S.A.'s constitutional documents (as amended from time to time) and these terms and conditions must be interpreted to give that effect.

2.2 By participating in the Groupe Fnac S.A. Nominee Account, you have agreed to be bound by these terms and conditions. We will arrange for the Computershare Nominee to hold your Groupe Fnac S.A. CDIs for you as bare trustee. It will be the legal owner of the CDIs, bound by Groupe Fnac S.A.'s constitutional documents. You remain the beneficial owner of the CDIs.

2.3 Groupe Fnac S.A. may from time to time arrange for Groupe Fnac S.A. CDIs to be issued to the Computershare Nominee and direct that such Groupe Fnac S.A. CDIs be held for you under the Groupe Fnac S.A. Nominee Account, and you authorise the Computershare Nominee to accept such Groupe Fnac S.A. CDIs on this basis. Neither the Computershare Nominee nor Computershare will have or claim any interest in your Groupe Fnac S.A. CDIs except as provided in clause 12.4 or as provided in any separate agreement or arrangement which you may have with Computershare.

2.4 You warrant to Computershare and the Computershare Nominee that your Groupe Fnac S.A. CDIs are and will remain free of all liens,

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charges and encumbrances. You undertake to Computershare and the Computershare Nominee that you will not pledge or charge your Groupe Fnac S.A. CDIs to a third party, or in any other way seek to give another person rights in or over your Groupe Fnac S.A. CDIs. Neither the Computershare Nominee nor Computershare is acting as agent for Groupe Fnac S.A. in respect of the Groupe Fnac S.A. Nominee Account.

2.5 Computershare will maintain the register of persons for whom the Computershare Nominee holds Groupe Fnac S.A. CDIs. You agree to provide Computershare promptly with any information which Groupe Fnac S.A. would be entitled to require from you if you were the registered holder of your Groupe Fnac S.A. CDIs, including information required to satisfy any company law requirements or relating to ownership of the Groupe Fnac S.A. CDIs. You can also instruct Computershare to arrange for the Computershare Nominee to hold your Groupe Fnac S.A. CDIs for another person or persons (including, for the avoidance of doubt, the addition of persons as joint holders). Computershare will do this only if it receives the relevant form confirming that such a transfer is by way of gift. There is no charge for such a transfer. No other transfers (except as provided in clauses 2.3 and 2.6) other than by way of sale through the Groupe Fnac S.A. Nominee Share Dealing Facility will be permitted.

2.6 If you wish to transfer your Groupe Fnac S.A. CDIs from the Computershare Nominee without selling them through the Groupe Fnac S.A. Nominee Share Dealing Facility, they must first be transferred out of the Groupe Fnac S.A. Nominee Account. Groupe Fnac S.A. CDIs transferred out of the Groupe Fnac S.A. Nominee Account (and not immediately cancelled) can be transferred into a CREST participant account specified by you or the underlying shares can be transferred into a Euronext Paris participant account specified by you or you can request that the underlying Shares be registered in your name on the Groupe Fnac S.A. Share Register. Computershare will arrange for this if you complete the relevant form and send it to us. Additional copies of the relevant form can be obtained from Computershare. A fee will be charged if you decide to transfer Groupe Fnac S.A. CDIs from the Groupe Fnac S.A. Nominee Account. Unless you have specifically confirmed with another dealing service that you may do so, you should not deal through any other such service before this transfer is complete. If all of your Groupe Fnac S.A. CDIs (or underlying Shares) are transferred as set out above or you elect to have the underlying Shares registered in your name on the Groupe Fnac S.A. Share Register, you will no longer participate in the Groupe Fnac S.A. Nominee Account.

2.7 Except where you have elected to participate in the Groupe Fnac S.A. Nominee Account dividend reinvestment plan, Computershare will not accept transfers into the Computershare Nominee or the

Groupe Fnac S.A. Nominee Account unless directed to do so by Groupe Fnac S.A. in accordance with clause 2.1 above.

2.8 Computershare reserves the right not to accept any transfer instruction which is not given on the relevant form, or which is given on any form that has not been properly completed. Such forms or instructions, if not accepted, will be returned to you. You may not cancel or amend any transfer instructions once they have been sent to Computershare.

2.9 Computershare will act only on instructions in writing which contain your Shareholder Reference Number ("**SRN**"). This number is shown on the statements of your holdings sent to you by Computershare. You must keep your SRN safe because if another person obtains the number, it may facilitate a fraud. If you lose or fail to quote your SRN this may result in a delay in giving effect to an instruction from you. Upon request, instructions to transfer are acknowledged by an amended statement of holding. Other instructions are acknowledged by Computershare acting on them but are not otherwise acknowledged.

2.10 All notifications to Computershare concerning your Groupe Fnac S.A. CDIs (for example any change of address, or instruction as to receipt of dividend payments) should quote your SRN.

### **3 Company meetings and communications**

3.1 Computershare will make available information about annual meetings and other meetings of Groupe Fnac S.A. shareholders together with a form which you can use to give the Computershare Nominee your voting instructions to vote by proxy on a poll or a show of hands. If you wish to attend, speak and vote in person at a shareholders' meeting, Computershare will appoint you as its proxy in respect of your Groupe Fnac S.A. CDIs (so long as this is permitted by Groupe Fnac S.A.'s constitutional documents) but, to do so, Computershare must have received the relevant instructions from you on a correctly completed form before the deadline notified to you. The services set out in this clause 3 are only available to the extent that CREST facilitates them.

### **4 Entitlements attaching to Groupe Fnac S.A. CDIs and corporate actions**

4.1 Computershare will act in accordance with reasonable written instructions given by you concerning the exercise of any rights attached to or arising from your Groupe Fnac S.A. CDIs (e.g. if there is a rights issue or a takeover concerning Groupe Fnac S.A.), provided that you give the instructions in accordance with these terms and conditions and any other conditions notified to you at the relevant time. Computershare reserves the right not to act on any instructions where Computershare has to make a payment unless it receives the payment from you by such date as may be specified

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by Computershare at the relevant time. In the case of a rights issue and in the absence of instruction from or payment by you, Computershare will allow your nil paid rights to lapse at the end of the offer period.

4.2 If any other rights or entitlements arise in connection with your Groupe Fnac S.A. CDIs, Computershare will, where time and local legislation reasonably allows, take all reasonable steps so that, as nearly as possible, you are treated in the same way as you would have been as a registered holder.

4.3 Where the Computershare Nominee holds Groupe Fnac S.A. CDIs for a number of investors and Groupe Fnac S.A. CDIs or other rights are allocated to the Computershare Nominee in respect of those Groupe Fnac S.A. CDIs, it will allocate them between all such investors pro rata according to the number of Groupe Fnac S.A. CDIs it holds for them. Any fractions of Groupe Fnac S.A. CDIs which arise as a result of the Computershare Nominee holding Groupe Fnac S.A. CDIs for a number of investors (for example through a bonus issue) will be aggregated and sold and the proceeds retained by Computershare for its own benefit.

4.4 If Groupe Fnac S.A. offers the option of a scrip dividend or a dividend reinvestment plan and Computershare does not receive any instructions from you by the specified time, Computershare will arrange for Groupe Fnac S.A. to pay you a cash dividend.

4.5 If you elect to receive a scrip dividend or to participate in the Groupe Fnac S.A. Nominee Account dividend reinvestment plan, the Groupe Fnac S.A. CDIs will be issued to the Computershare Nominee to hold on your behalf in accordance with these terms and conditions and any cash balance will be retained in a non-interest bearing account with Computershare and carried forward and included in the calculation for your next scrip dividend or Groupe Fnac S.A. Nominee Account dividend reinvestment plan allocation. If Groupe Fnac S.A. offers a dividend reinvestment plan you will be provided with a separate terms and conditions document. If you cancel your mandate, cease to be entitled to Shares or in the event of the death of a sole holder, those terms will explain how any cash residue will be treated.

4.6 Computershare will, as necessary, convert the amount of any cash dividend or otherwise distribution attributable to your Groupe Fnac S.A. CDIs in US Dollars into such currency (if any) that may be offered to you by Groupe Fnac S.A. or Computershare as part of an opportunity to participate in currency election, and then pay you this money by cheque or (where possible) via direct deposit into your nominated bank or building society account (should Groupe Fnac S.A. and Computershare offer this option), at or about the same time as dividend/distribution cheques to other shareholders of Groupe Fnac S.A. are distributed and

direct deposits made. Your money, including cash sums in respect of which cheques have been drawn in your favour, will be held in a non-interest bearing account in the name of Computershare Investor Services PLC. No trust is created in respect of monies held in this account other than to the extent required by the FCA Rules. Please note when we convert the cash dividend or other distribution from US Dollars into the relevant alternative currency, you will be responsible for paying any commission or other charges associated with converting to that currency. We will deduct such amounts from your dividend or other distribution before sending payment to you. Where we effect the currency conversion, the foreign currency exchange rate used will be a competitive rate based upon wholesale rates available in the market at the time. The wholesale rate is a point in time rate that is updated throughout the day subject to the availability of currencies for online trading. It will be derived from a reliable foreign exchange feed such as Reuters or Bloomberg and will also be dependent upon the ability to buy and/or sell currencies and the bulk buying position. We may aggregate a number of currency conversions in respect of which the shares are denominated in the same currency and execute them together. We may combine orders in this way in order to seek to provide a more favourable exchange rate than if each order were executed separately. Please note that the currency exchange rate can fluctuate in the period after you send us your instruction but before the conversion is affected and this may decrease the value of the dividend or other distribution you receive. We accept no liability for any losses or expenses which you may suffer as a result of any such movement in the currency exchange rate. You may not specify the currency exchange rate or the minimum currency exchange rate to be applied to the conversion of your monies.

4.7 You acknowledge that the payment of any cash dividends or other distributions attributable to your Groupe Fnac S.A. CDIs may be subject to Withholding Tax. Computershare may withhold any Withholding Tax from the amount of any cash dividend or other CDIdistribution otherwise payable to you and pay such amount to the relevant tax authority. Computershare shall be entitled to appoint a Withholding Agent to remit any Withholding Tax to the appropriate tax authority on your behalf. Upon request, you shall promptly provide Computershare with any information we or the Withholding Agent requires to determine the amount of any withholding or deduction, including (if relevant) a duly completed and properly executed dividend withholding form (or such other form as may be required by applicable law).

## **5 Statements**

5.1 Computershare will provide you with a statement of the number of Groupe Fnac S.A.

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CDIs held for you under the Groupe Fnac S.A. Nominee Account at the time when an account is first opened for you. Computershare will also send you a statement once a year of the number of Groupe Fnac S.A. CDIs being held for you under the Groupe Fnac S.A. Nominee Account. These statements are provided free, but you will be charged a fee if you request a duplicate or additional statement.

5.2 You are required to check any statement which you receive from Computershare and, if you have any query or concern in relation to the matters disclosed by the statement, you should contact Computershare as soon as possible following receipt of the statement by you.

5.3 Computershare reserves the right to correct any erroneous debit or credit to the records maintained in respect of the Groupe Fnac S.A. Nominee Account relating to your Groupe Fnac S.A. CDIs and will notify you (where relevant) of any correction which it makes.

## **6. Charges**

6.1 Save in respect of the Groupe Fnac S.A. Nominee Share Dealing Facility (in respect of which separate terms and conditions apply in accordance with clause 8) and save as set out in clause 2.6, 4.6, 5.1, 10.5, 12.5, 15.6 and 16 the charges for the Groupe Fnac S.A. Nominee Account are for the supply of the duplicate dividend confirmations and any tax reporting forms.

6.2 Computershare will give you at least one month's prior written notice of any other proposed charge for the Groupe Fnac S.A. Nominee Account. Instances where we may increase our charges may include but are not limited to:

- (a) increases in inflation;
- (b) changes in interest rates;
- (c) increases in out running costs of the service;
- (d) additional charges imposed by parties we work with in connection with the provision of this service;
- (e) new services being offered under the service;
- (f) alterations in the provision of the service being provided; and/or
- (g) tax or legal changes.

6.3 This service is a Groupe Fnac S.A. sponsored scheme which means that we charge Groupe Fnac S.A. a fee representative to the costs of operating it. This arrangement means that you are not charged an annual fee. In accordance with our regulatory obligations, if you would like more details on this arrangement please write to us at the address in clause 11.

6.4 All fees, commissions and other charges payable to Computershare by you are exclusive of UK Value Added Tax ("VAT"). Where relevant, you must also pay an amount in respect of any UK VAT due on such sums.

6.5 Acquisition costs, statutory fees and any other costs associated with executing deals shall be borne

by you and where appropriate may be paid by deduction from your credit balance.

## **7 CREST**

7.1 The Computershare Nominee is a member of the CREST System. If you give instructions to Computershare, which means that a message must be sent through the CREST System (for example, where you instruct Computershare to transfer your Groupe Fnac S.A. CDIs from the Computershare Nominee), then Computershare will pass that instruction to the Participant who is responsible for receiving and transmitting the instructions through the CREST System. Computershare will take reasonable care to ensure that the Participant acts on instructions given to it by Computershare. None of Groupe Fnac S.A., Computershare or the Computershare Nominee accepts any responsibility for the operation of the CREST System and accordingly cannot be responsible to you for any delays or liabilities suffered by you as a result of the operation, failure or suspension of the CREST System, the insolvency or other default of CREST or of any participant in the CREST System or any other clearing system used as an alternative or successor to CREST or the failure by any CREST settlement bank to make, receive, credit or debit any payment. CREST has certain powers to suspend and terminate the Participant and, if such powers are exercised, then there may be a delay in giving effect to any instructions given by you. None of Groupe Fnac S.A., Computershare or the Computershare Nominee accepts any responsibility for any delays, liabilities or costs which you suffer as a result of the suspension or termination of the Participant by CREST as a CREST participant except where such suspension or termination was foreseeable by us and you at the point of entering into these terms and conditions as a consequence of, and has been caused by, negligence, wilful default, fraud or breach of the agreement formed by these terms and conditions (as amended from time to time) as the part of Computershare or the Computershare Nominee.

7.2 If you instruct Computershare to transfer any of your Groupe Fnac S.A. CDIs you will indemnify Computershare and the Computershare Nominee against any liabilities or costs which they may incur if, for any reason connected with you, the transfer cannot be completed. You undertake to notify Computershare if you have any reason to believe that any person may be seeking to try to prevent you from transferring your Groupe Fnac S.A. CDIs.

## **8 Purchases and Sales of Groupe Fnac S.A. CDIs**

8.1 You may not buy more Groupe Fnac S.A. CDIs to be held in your Groupe Fnac S.A. Nominee Account, except that Groupe Fnac S.A. CDIs may be added to your Groupe Fnac S.A. Nominee Account if you participate in any Groupe Fnac S.A. Nominee Account dividend reinvestment plan.

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8.2 If you instruct Computershare to sell your Groupe Fnac S.A. CDIs, you may sell those Groupe Fnac S.A. CDIs only through the Groupe Fnac S.A. Nominee Share Dealing Facility (on its terms and conditions). If you wish to use another dealing service to sell your Groupe Fnac S.A. CDIs, you will need to transfer your Groupe Fnac S.A. CDIs out of the Groupe Fnac S.A. Nominee Account in accordance with one of the options set out in clause 2.3 of these terms and conditions.

8.3 You will receive a contract note when you sell or purchase Groupe Fnac S.A. CDIs which will confirm details of the transaction.

## 9 Liability

9.1 Computershare will take reasonable care in operating the Groupe Fnac S.A. Nominee Account, and, unless otherwise stated in these terms and conditions, will be responsible to you for any losses or expenses (including loss of Groupe Fnac S.A. CDIs) foreseeable by us and you at the point of entering into these terms and conditions which you suffer or incur as a direct result of Computershare's negligence, wilful default or fraud or breach of the agreement formed by these terms and conditions (as amended from time to time) or the negligent or fraudulent acts or omissions or wilful default of the Computershare Nominee but not otherwise.

The Computershare Nominee will maintain your Groupe Fnac S.A. CDIs in accordance with these terms and conditions and the FCA rules, but you remain the beneficial owner of the Groupe Fnac S.A. CDIs. If the Computershare Nominee became insolvent your Groupe Fnac S.A. CDIs would be protected.

9.2 If Computershare cannot provide its services due to circumstances beyond its reasonable control (for example because of a failure of its or another person's computer systems or telecommunications links, industrial disputes, strikes, lockouts, postal delays, acts of God, riots, acts of war, terrorist acts, epidemics, governmental regulations superimposed after the fact, power failures, earthquakes or other disasters) Computershare will, where relevant, take such reasonable steps as it can to bring those circumstances to an end.

9.3 Neither Computershare or the Computershare Nominee shall be liable for any losses or expenses suffered by you as a result of such circumstances or as a result of a delay or failure in the provision of the Groupe Fnac S.A. Nominee Account or the Groupe Fnac S.A. Nominee Share Dealing Facility caused by such circumstances.

9.4 Neither Computershare nor the Computershare Nominee accepts liability for any loss of business; loss of profit arising in the course of business; loss of opportunity (including investment opportunity); loss of potential future

income, revenue, profit or increase in value; loss of income in the form of interest; loss of goodwill; loss of anticipated savings; or any waste or expenditure of time suffered by you.

9.5 Neither Computershare nor the Computershare Nominee is responsible for any acts or omissions of Groupe Fnac S.A., and Groupe Fnac S.A. is not responsible for any acts or omissions of Computershare or the Computershare Nominee.

9.6 Computershare will take reasonable care in its selection and continued use of the Participant, if any, but neither Computershare nor Computershare Nominee accept any responsibility for any losses or expenses suffered or incurred by you as a result of any acts or omissions by the Participant (where the Participant is not a member of the same group of companies as Computershare).

9.7 Nothing in these terms and conditions restricts any rights you may have under the FCA Rules or under the Act 2012. Nothing in these terms and conditions excludes or limits in any way Computershare's or the Computershare Nominee's liability for death or personal injury caused by their negligence; fraud or fraudulent misrepresentation; section 2 of the Supply of Goods and Services Act 1982; or any other matter for which it would be illegal or unlawful for them to exclude or limit or attempt to exclude or limit their liability.

9.8 Computershare and the Computershare Nominee do not accept any responsibility for any losses or expenses suffered or incurred by you which are caused by your failure to adhere to any personal obligations imposed on you by the laws of the jurisdictions in which you are resident.

9.9 Groupe Fnac S.A. does not have any obligations or liabilities to you under these terms and conditions.

## 10 Termination: cancelling or withdrawing from the Groupe Fnac S.A. Nominee Account, and other termination events

10.1 You have two separate rights: cancellation rights, which apply only when you first join the Groupe Fnac S.A. Nominee Account, and withdrawal rights, which apply at any time thereafter. They are simply two separate mechanisms you can use to leave the Groupe Fnac S.A. Nominee Account.

10.2 **Cancellation rights:** You can cancel your Groupe Fnac S.A. Nominee Account within fourteen calendar days of the date on which your account is first activated (the "**Cancellation Period**") and request that all of your Groupe Fnac S.A. CDIs (if any are held in the Groupe Fnac S.A. Nominee Account) should be transferred into a CREST participant account specified by you, or that the underlying shares are transferred into a

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Euronext Paris participant account specified by you or you can request that the underlying Shares be registered in your name on the Groupe Fnac S.A. Share Register. However, you will lose your cancellation right if you make a request during the Cancellation Period for us to process any payment to you or sell any of your Groupe Fnac S.A. CDIs for you in accordance with these terms and conditions.

10.3 If you want to cancel your use of the Groupe Fnac S.A. Nominee Account you should advise us no later than the end of the Cancellation Period. If you exercise your right to cancel during the Cancellation Period in accordance with this clause, no fees will be payable as outlined. Once the aforementioned transfer has been effected, we will then no longer hold the Groupe Fnac S.A. CDIs for you or remit any cash arising from dividends or other distributions in accordance with clause 4.6 above, and the terms and conditions of the Groupe Fnac S.A. Nominee Account will not apply to those Groupe Fnac S.A. CDIs.

10.4 If you do not exercise your right to cancel, we will provide the agreed services in accordance with these terms and conditions.

10.5 **Withdrawal rights:** If you no longer wish to hold your Groupe Fnac S.A. CDIs through the Groupe Fnac S.A. Nominee Account you may give Computershare notice to terminate at any time in writing. You will be required to pay any applicable charges and any stamp duty associated with the removal of your Groupe Fnac S.A. CDIs from the Groupe Fnac S.A. Nominee Account and their transfer into a CREST participant account specified by you or the transfer of the underlying Shares into a Euronext Paris participant account specified by you or for requesting that the underlying Shares be registered in your name on the Groupe Fnac S.A. Share Register, but you will not be required to make any additional payment in respect of the termination. No administrative charge will be payable if your participation in the Groupe Fnac S.A. Nominee Account terminates by reason of your entire holding of Groupe Fnac S.A. CDIs being sold through the Groupe Fnac S.A. Nominee Share Dealing Facility or being transferred by you by way of gift pursuant to clause 2.5 above or where Computershare has introduced a charge pursuant to clause 6.1. Separate charges will apply, however, for the Groupe Fnac S.A. Nominee Share Dealing Facility. You may give notice of termination on the standard form sent to you by Computershare or you may write to Computershare. You need to give the details of the full name and SRN of the account which you wish to terminate. Any instruction to terminate an account in the name of joint holders must be signed by all joint holders.

10.6 Computershare may require you to cease using the Groupe Fnac S.A. Nominee Account at any time by giving 5 days' prior written notice to you or without notice if, in the opinion of Computershare, you are in material breach of these terms and conditions or the Computershare Nominee is unable to comply with any obligation to which it may be subject which relates to your Groupe Fnac S.A. CDIs under Groupe Fnac S.A.'s constitutional documents for the time being, having used all reasonable endeavours so to comply, in such event, Computershare will arrange for the Groupe Fnac S.A. CDIs to be transferred into a CREST participant account specified by you, or for the underlying Shares to be transferred into a Euronext Paris participant account specified by you or you may request that the underlying Shares be registered in your name on the Groupe Fnac S.A. Share Register. For the avoidance of doubt, in such circumstances Computershare will not charge a fee if such a notice is served.

10.7 If the agreement between Computershare and Groupe Fnac S.A. for the provision by Computershare of the Groupe Fnac S.A. Nominee Account terminates (in whole or in part) or if you or Computershare give notice of termination to the other under these terms and conditions or if the Groupe Fnac S.A. Nominee Account terminates for any other reason, Computershare will arrange for your Groupe Fnac S.A. CDIs to be transferred into a CREST participant account specified by you, or for the underlying Shares to be transferred into a Euronext Paris participant account specified by you, or you may request that the underlying Shares be registered in your name on the Groupe Fnac S.A. Share Register.

10.8 Termination will not cancel or amend any instructions which have already been sent by you to Computershare. Termination shall not affect any rights or obligations arising prior to or continuing during or after the date of termination or which arise in consequence of it or which relate to Computershare's provision of the Groupe Fnac S.A. Nominee Account to you and all such rights and obligations shall continue to be subject to the terms and conditions prevailing at the time of termination.

10.9 Whenever Shares underlying Groupe Fnac S.A. CDIs are transferred into your name on the Groupe Fnac S.A. Share Register, any mandates or other instructions given by you relating to your Groupe Fnac S.A. CDIs may, at Groupe Fnac S.A.'s discretion, be applied, so far as relevant and so far as possible, to your registered holding.

10.10 You appoint Computershare to be your agent for the purpose of issuing any instructions necessary to CREST in order to give effect to the transfers referred to in this clause 10.

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## 11 Notices and change of investor details

11.1 All notices and other communications sent by you to Computershare must be sent to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZZ and include the full name and SRN of your account with the Computershare Nominee. This information will be provided to you on the statements of holdings sent to you by Computershare.

11.2 If you are resident in the UK, all documents which we will send to you by post will be sent to your address as it appears on our records by domestic post. If you are resident outside the UK, we will send such documents to your address as it appears on our records by international post, or we may communicate with you by email where the sole or first named joint holder has provided us with an email address. If we send you notices they will be treated as received by you if:

- (a) delivered by hand or courier, at the time of delivery;
- (b) sent by fax, at the time of transmission if between the hours of 08:00 and 17:00 (UK time) on a business day or otherwise at 08:00 (UK time) on the next business day;
- (c) sent by post, two business days from the date of posting, in the case of domestic mail in the UK or five business days from the time of posting in the case of international mail; and
- (d) delivered by electronic mail or via Computershare's website, at the time of despatch or posting as applicable.

11.3 Any documents sent to you by Computershare and any documents sent you, or on your behalf, to Computershare will be sent entirely at your own risk, and neither Computershare nor the Computershare Nominee accepts any liability prior to receipt of any document from you or, where relevant, after dispatch of any document to you. We will not accept any instructions from you by fax, email or photocopied forms.

11.4 You should notify Computershare of changes of address and changes of name (supported by appropriate documents, e.g. deed poll or certified copies of marriage certificate) as soon as possible. On death, your executors should contact Computershare for advice on the procedures to be followed.

11.5 Computershare's obligations and your obligations under these terms and conditions shall be binding on Computershare and your successors, executors, administrators and other legal representatives.

11.6 Where a person who is authorised to act on your behalf in relation to your Groupe Fnac S.A. CDIs and who has given such proof of his authority to so act as Computershare may reasonably require gives any notice or takes any other action on your behalf, Computershare shall

be entitled to rely on such notice or other action in all respects as if given by you in person.

11.7 Computershare provides its contractual terms in English and will communicate with you only in English during the duration of these terms and conditions.

## 12 General

12.1 Computershare may with the consent of Groupe Fnac S.A. amend these terms and conditions from time to time. All such amendments will be notified to you. You will be given at least 20 business days' prior notice of any amendment which could affect your rights against Computershare or liability to Computershare.

12.2 Computershare reserves the right to notify the any applicable stock exchange of any client defaulting on settlement. This may affect your ability to deal in future with member firms of such stock exchanges.

12.3 These terms and conditions shall be subject to English law and you submit to the non-exclusive jurisdiction of the English courts.

12.4 Computershare reserves the right, subject to giving 20 business days' prior notice to you which will commence on the day after you are deemed to have received the written notice in accordance with clause 11, to sell any of your Groupe Fnac S.A. CDIs or connected rights and to keep the proceeds of sale to the extent that they cover any amount which you may at any time owe Computershare in respect of transactions or services governed by these terms and conditions. You authorise Computershare to execute any relevant stock transfer form or other relevant document or give any instruction necessary to give effect to any such sale. By appointing Computershare to provide services under these terms and conditions, you acknowledge and declare that your Groupe Fnac S.A. CDIs and your rights and interests in or in relation to your Groupe Fnac S.A. CDIs shall stand charged to Computershare as security accordingly. You agree to indemnify Computershare against any losses and expenses it incurs as a result of your failure to put Computershare in funds in relation to a matter instructed by you or otherwise as a result of a breach by you of these terms and conditions and against any taxes suffered by Computershare attributable to your use of the Groupe Fnac S.A. Nominee Account. Computershare reserves the right to charge interest at an annual rate equal to 2 per cent above the Bank of England base rate from time to time on any amount due to it from you. If you owe Computershare money it reserves the right not to act on instructions from you and to retain any documents it holds for you until you have paid Computershare in full.

12.5 Where Computershare owes you money and you owe money to Computershare under the

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Groupe Fnac S.A. Nominee Account, Computershare may set off the amounts due from and to Computershare and send you only the net amount (if any). Fractions of a penny arising in respect of money due to you are rounded down and retained by Computershare for its own benefit.

12.6 No conduct or delay on the part of Computershare shall be taken as a waiver or variation of any rights which Computershare has unless Computershare waives or varies a particular right in writing. No waiver or variation on a particular occasion will operate as a waiver or variation of any rights Computershare might have in respect of any other matter.

12.7 You authorise Groupe Fnac S.A., Computershare or Computershare Nominee and the Participant may disclose to each other or another person carrying out functions in relation to the Groupe Fnac S.A. Nominee Account information relation to you provided it is required for the purposes of the provision or improvement of the Groupe Fnac S.A. Nominee Account.

12.8 You agree that Groupe Fnac S.A., Computershare, the Computershare Nominee and the Participant may disclose to each other or to any other person carrying out functions in relation to the Groupe Fnac S.A. Nominee Account information relating to you provided it is required for the purposes of the provision or improvement of the Groupe Fnac S.A. Nominee Account.

12.9 We and our agents may affect transactions notwithstanding that they have a direct or indirect material interest or a relationship of any description with another party which may involve a conflict with its duty to persons using this service. We manage those conflicts of interest of which we are aware, and monitor the effectiveness of our policies and procedures on a regular basis. We make every effort to disclose our interests and those of our employees where it is suspected that a conflict of interest may arise. In accordance with our regulatory responsibility on this matter we operate a documented policy that details our obligations. Full details are available upon written request to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZZ.

12.10 We reserve the right to delay taking any action on any particular instructions from you if we consider that we need to do so to obtain further information from you, or to comply with any legal or regulatory requirement binding on us (including the obtaining of evidence of identity to comply with money laundering regulations), or to investigate any concerns we may have about the validity of or any other matter relating to the instruction.

12.11 Computershare does not recognise, in maintaining records for the Computershare

Nominee, any trust and neither Computershare nor the Computershare Nominee will take notice of any trust whether express, implied or constructive.

12.12 Neither Computershare nor the Computershare Nominee will lend your Groupe Fnac S.A. CDIs to any third party or borrow money using them as security.

12.13 When Computershare (or its agents or delegates) arranges for the sale of Groupe Fnac S.A. CDIs for you it or they could be:

12.13.1 acting for an associated company which is dealing as principal for its own account by buying Groupe Fnac S.A. CDIs from you;

12.13.2 buying Groupe Fnac S.A. CDIs where an associated company is involved in a new issue, rights issue, takeover or similar transaction concerning the Groupe Fnac S.A. CDIs; or

12.13.3 otherwise in a position where it has a material interest in the transaction.

12.14 Computershare may employ agents and delegates on such terms as it thinks fit to carry out any part of its obligations or discretions in connection with the Groupe Fnac S.A. Nominee Account and, save as expressly provided in these terms and conditions, Computershare shall be liable for the acts and omissions of such agents and delegates on the same basis as if they were the acts or omissions of Computershare. Details of such delegation, in so far as it is in respect of regulated investment activities, and of the charges levied by such delegates against Computershare are available on request by writing to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZZ.

12.15 Your Groupe Fnac S.A. CDIs will not be identifiable by separate certificates or other physical documents of title. Should Computershare default in any way, any shortfall in Groupe Fnac S.A. CDIs registered in the name of the Computershare Nominee may be shared pro rata between you and other persons on whose behalf the Computershare Nominee holds Groupe Fnac S.A. CDIs.

12.16 Computershare may at any time transfer all or any of its rights and obligations under this agreement to any person (the "**Transferee**") who is in the reasonable opinion of Computershare able to perform the obligations of Computershare under these terms and conditions. The transfer will be given effect by Computershare and the Transferee sending a transfer notice to you specifying the date (the "**Transfer Date**") on and from which the Transferee will assume Computershare's rights and obligations under these terms and conditions. Any changes to the terms and conditions which will be necessary because of the transfer, for example changes of address and banking details, will be set out in the transfer notice. At least 30 days' prior notice of the transfer will be given. If you choose to leave

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the Groupe Fnac S.A. Nominee Account within the 30 day period then no charge will be payable by you. The transfer will not affect any rights you may have against Computershare which relate to the period before the Transfer Date. With effect from the Transfer Date:

12.16.1 the agreement formed by these terms and conditions (as amended from time to time) shall be treated for all purposes as having been transferred to, and as if entered into between you and, the Transferee in place of Computershare;

12.16.2 Computershare shall be released and discharged from all of its obligations and liabilities under these terms and conditions;

12.16.3 references to Computershare shall be read as references to the Transferee; and

12.16.4 the Computershare Nominee will be such company as is notified to you in the transfer notice, which company shall be a member of CREST and its business shall consist solely of acting as nominee.

12.17 We will not assess the suitability of transactions or other services provided under these terms and conditions, and you will not benefit from the protection of the FCA Rules on assessing suitability. We are not required to assess the appropriateness, or suitability for you of any product, service or transaction provided to you in connection with the service.

12.18 For the purposes of the Groupe Fnac S.A. Nominee Account you will be categorised as a retail client. As a retail client you have protection available under the FCA Rules and may be eligible to compensation under FSCS. Please see clause 14 for further information.

### **13 Joint holders**

13.1 The Computershare Nominee will not hold Groupe Fnac S.A. CDIs for more than four joint holders. Where the Groupe Fnac S.A. CDIs held by the Computershare Nominee for you are held for more than one person, references to "you" in these terms and conditions are to each of the joint holders separately as well as jointly and severally. Each such person agrees that:

13.1.1 all obligations, undertakings and agreements on the part of Computershare and the Computershare Nominee are given to the joint holders taken together and not separately to each of them; and

13.1.2 all obligations, undertakings, agreements and liabilities arising under or pursuant to these terms and conditions shall constitute joint and several obligations of each joint holder to Computershare (and, where relevant, the Computershare Nominee).

13.2 Computershare will only accept transfer instructions given by or on behalf of all of the joint holders. Computershare reserves the right to accept other instructions signed by one or

more joint holders. In such a case the person(s) giving the instructions warrant(s) to Computershare that they have the necessary authority to give such instructions on behalf of all joint holders.

13.3 All notices, other documents and payments sent by Computershare pursuant to these terms and conditions will be sent to the first named holder on the nominee register and in any case will be treated as sent to all of the other joint holders. It is the responsibility of the holder who receives the notices, documents and payments to notify and account to the other joint holders. Only the first named holder may be nominated as proxy to attend, speak and vote at meetings of Groupe Fnac S.A. shareholders (to the extent such proxy facility is made available by CREST).

### **14 Complaints & Compensation**

14.1 We have procedures to help effectively resolve complaints from customers. If you have any complaints about the service provided to you in connection with the service or wish to receive a copy of our complaints procedure please write to us. If you cannot settle your complaint with us, you may be able to refer it for further investigation at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Telephone: 0800 023 4567 (free from UK landlines) or 0300 123 9123 (from UK mobiles) or at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

14.2 We are covered by the FSCS and you may be entitled to compensation if we cannot meet our financial obligations. Most types of investment business are covered for 100% of the first £50,000 (i.e. a maximum of £50,000 per person). Where we hold client money on your behalf and the relevant UK approved bank became insolvent, you may be covered under the FSCS for up to £75,000 of the money on deposit with that bank. Details about our external banking partners are available on request. These amounts may be subject to change. If, for operational purposes, we are required to maintain your client money in a jurisdiction outside the UK, your rights in the event of insolvency may be reduced. Further details of the FSCS are available on request from us or by visiting [www.fscs.org.uk](http://www.fscs.org.uk)

### **15 Client Money and Assets**

15.1 By using the service, you authorise us to pool client money and/or assets we hold on your behalf in the provision of this service into any relevant omnibus accounts set up in accordance with the FCA Rules which also holds money or assets of other clients. You retain all rights you have as the legal owner of your monies/assets.

15.2 All money that we hold on your behalf as a consequence of administering this service will be

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maintained in an appropriately designated and named client money bank account at a UK approved bank selected by us. Money held in this account is held separately from our money.

15.3 Assets will be segregated and held with assets of other customers of our nominee services. You understand and accept that by pooling your shares with those of other shareholders you retain all rights you have as the legal owner of your assets but that your entitlement will not be identifiable by separate share certificates or other physical or electronic records of title.

15.4 Your money and/or assets will be held on trust for the benefit of shareholders for whom we are holding client money and/or assets as required by the FCA Rules and treated in strict accordance with the requirements of the FCA Rules.

This means that if the bank or our sub-custodian becomes insolvent we will attempt to recoup your money and/or assets on your behalf. If the bank or sub-custodian cannot repay all the money or assets owed to clients this could result in a shortfall. We will treat money or assets as pooled, which means that any shortfall will be shared proportionally with other shareholders of the Company and other customers of ours who are affected by the shortfall. You may not recover all of your money or assets. In this situation, you may be eligible to claim under the FSCS. For more information, please see clause 14.

15.5 For operational purposes (for example, to facilitate payments to you if you are based outside the UK) we may maintain your client money and/or assets in a jurisdiction outside the UK. If we do maintain the money in a bank account with a bank not based in the UK or assets with a non-UK sub-custodian, then we will take all reasonable steps to protect your money and/or assets in accordance with the local equivalent law and rules for the treatment of client money and/or assets. These may be different to those in the UK and your rights in the event of insolvency of the bank or sub-custodian may be reduced.

15.6 We will not pay interest on any client monies held on your behalf.

15.7 If your client money held by Computershare is £25 or less (or equivalent) and there has been no movement in your balance for at least six years (disregarding any payments, charges or similar items), we may cease to treat your money as client money and remove it from the client money bank account(s). Before doing this, we will write to you at your last known email or postal address giving you at least 28 calendar days' notice of our intention to cease to treat the money we hold for you as client money and remove it from the client money bank account. If no claim is made by you by the end of the notice period, we will pay this money to a registered charity of our choice but still retain a

record of the balance we were holding for you. If you later claim this balance, you will not be entitled to any interest which would have otherwise accrued on this money during the period over which it was unclaimed by you.

15.8 You agree that, in the event of us transferring all or part of our business to another provider, we can cease to treat your cash balance as client money when that transfer has been made. We will exercise due skill, care and diligence in assessing whether the provider that we are transferring your client money to will follow the requirements of the FCA Rules or apply adequate equivalent measures to protect your client money.

## **16 Data Protection Act**

16.1 You authorise us to provide information concerning you, your Groupe Fnac S.A. CDIs and any instructions given by you in relation to your Groupe Fnac S.A. CDIs to carefully selected third parties in order to facilitate provision of the Groupe Fnac S.A. Nominee Account. Your details will only be disclosed in accordance with the Principles set out in the United Kingdom Data Protection Act 1998:

- to any person if that person has legal or regulatory powers over us or the Computershare Nominee;
- to Groupe Fnac S.A. (or any other person carrying out functions in relation to the Groupe Fnac S.A. Nominee Account, including CREST) in order to facilitate the provision of the Groupe Fnac S.A. Nominee Account; and
- to any person carrying out functions in relation to acting as the registrar of Groupe Fnac S.A.

16.2 Groupe Fnac S.A. and some of its agents may be located in France or other jurisdictions which may not have data protection laws as strict as those in the United Kingdom.

16.3 You have the right upon request to view what information we hold about you. We may charge you a small fee for providing you access to this information.

16.4 Groupe Fnac S.A. will have access at all times to the records we hold about you in order to inform you of your rights as a person on whose behalf Groupe Fnac S.A. CDIs are held by the Computershare Nominee, including corporate and other details, and products or services specifically designed for shareholders.

## **17 Terms and conditions to prevent money laundering and breaches of law/regulation**

17.1 We may require evidence of your identity from time to time to comply with money laundering legislation in relation to holding, selling or, if you participate in the Groupe Fnac S.A. Nominee Account dividend reinvestment plan, buying Groupe Fnac S.A. CDIs. Delay or failure to provide satisfactory evidence may result in us refusing to hold Groupe Fnac S.A. CDIs for you or in payments to you in

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connection with your Groupe Fnac S.A. CDIs being withheld or a delay or refusal to act in following instructions.

17.2 If we believe that you are breaching money laundering legislation, we may refuse to allow you to participate in the Groupe Fnac S.A. Nominee Account and if appropriate may notify the relevant authorities.

17.3 We reserve the right to delay taking any action in relation to the Groupe Fnac S.A. Nominee Account or in relation to any particular instructions from you if we consider that we need to do so to obtain further information from you or to comply with any legal or regulatory requirement binding on us

(including the obtaining of evidence of identity to comply with money laundering regulations) or to investigate any concerns we may have about your instruction.

#### **18 Permitted Jurisdictions**

The permitted jurisdictions for the Groupe Fnac S.A. Nominee Account are set out below. If you are resident in another territory you will be excluded from participating in the Groupe Fnac S.A. Nominee Account. If you are unsure of your status please call Computershare on +44 (0)370 707 1102. The permitted jurisdictions for the Groupe Fnac S.A. Nominee Account are: United Kingdom and Ireland

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