

CLEAN TEAM CONFIDENTIALITY AGREEMENT

Groupe Fnac S.A. ("Fnac") has made an offer to acquire the entire issued and to be issued share capital of Darty plc in a transaction subject to the UK Takeover Code. Fnac has retained The Boston Consulting Group, Inc. ("BCG") to assist it in connection with the post-completion integration of the Principals' respective businesses (the "Project"). Fnac, Darty and BCG recognize and agree that it will be necessary for confidential information (the "Information") relating to Fnac and/or Darty (each a "Principal") to be reviewed and considered. Each of Fnac, Darty and BCG further recognizes that the Principals' respective businesses cannot be integrated before the closing of the transaction and agrees that certain Information may not be exchanged between the Principals because of competition or data protection law concerns and their own concerns as independent competitive entities (such specifically sensitive and/or confidential information being the "Principal Information"). With these considerations in mind and consistent with the parties' commitment to comply with all applicable laws, rules and regulations, the parties have agreed that materials that include, either explicitly or by implication, Principal Information will not be exchanged between the Principals. Any such materials which might prove useful to BCG in its efforts to advise the Principals with regard to the Project will be provided, if at all, only to BCG. On its part, BCG will not make any disclosure of Principal Information to the other Principal. In light of these concerns, each of the parties agree to the following. In this Agreement, a "Receiving Party" is a person who is a party to this Agreement and receives Information on the terms of this Agreement, and a "Disclosing Party" is a person who is a party to this Agreement and discloses Information on the terms of this Agreement.

1. Each Receiving Party (whether a Principal or BCG) agrees to accept in strict confidence any and all Information disclosed or made available to it by or on behalf of a Disclosing Party (whether a Principal or BCG), and will not disclose it to any third party or otherwise violate the terms hereof, directly or indirectly, without first obtaining the written consent of the relevant Principal. Any Information which is not Principal Information may be disclosed to the nondisclosing Principal, subject at all times to compliance with the other terms and conditions of this Agreement. The Information will be used by the Receiving Party solely for the Project and not for any other business or competitive purpose. Any Information which could be used by the Receiving Party to obtain or maintain a competitive advantage will not be used by the Receiving Party for such purpose under any circumstances. Without limiting the foregoing in any way, each Receiving Party agrees to hold in strict confidence all Information disclosed to it.

2. "Information" shall include, without limitation, all information disclosed by a Disclosing Party that is pertinent to a Principal's operations or future plans, disclosed either directly or indirectly, orally, in writing, or by inspection of equipment, materials or processes used by the Principal or its group, including information and data relative to the packaging, research, development, production, control, economic information, data,

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technical information, know-how, product concepts, methods of manufacture, trade secrets, intangible assets, human resources information (such as Personal Data relating to employees), and all notes, analyses, memoranda, compilations, studies or other documents or writing (including on computer diskettes, hard drives and tapes and any other information held in, stored in, or accessible through any computer system) prepared by the Receiving Party incorporating the Information of the Disclosing Party. "Principal Information" shall include, without limitation, any Information bearing on pricing, new products, specific customer or supplier arrangements, product specific costs and results, specific business opportunities and current or future marketing, business plans and Personal Data. For the avoidance of doubt, neither the fact of BCG's engagement, nor the terms of this Agreement constitute Information for the purpose of this Agreement, and as such are not subject to the restrictions on disclosure and use set out in this Agreement.

3. However, the confidentiality obligations outlined in this Agreement shall not be binding on a Receiving Party with respect to any Information which:

- (i) can be demonstrated to have been in the possession of the Receiving Party at the time of disclosure;
- (ii) is or becomes known to the public generally through no fault or other action of the Receiving Party; or
- (iii) can be demonstrated to have been developed by the employees, agents or representatives of the Receiving Party wholly independently, as a result of its or their own efforts, and without the knowledge or benefit of the Information received from the Disclosing Party.

Information which is specific shall not be deemed to be within the exceptions specified above merely because it is embraced by more general published or available information. In addition, any combination of features shall not be deemed to be within the exceptions specified above merely because individual features are published or available, but only if the combination itself and its principle of operation are published or available.

4. In order to minimize the risk of inadvertent disclosure of the Information, each Receiving Party agrees to the following:

- (i) it will limit the number of copies of any written Information received from the Disclosing Party to what is reasonably required to plan for and undertake the Project;
- (ii) it will disclose the Information only to its employees on a need-to-know basis who require the Information for the performance of their duties in connection with the planning

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and performance of the Project, provided such employees have been advised as to the requisite requirement of confidentiality;

- (iii) if the proposed acquisition of Darty by Fnac does not complete or the Project is not pursued, or otherwise upon the Disclosing Party's request, (a) all Information furnished to each Receiving Party, as well as any copies thereof, will either be destroyed or returned to the Disclosing Party, and (b) all other written Information (including on computer diskettes, hard drives and tapes and any other Information held in, stored in, or accessible through any computer system) will be destroyed, in the case of any destruction under (a) or (b), with such destruction, on written request by the Disclosing Party, confirmed by the Receiving Party in writing to the Disclosing Party, provided, that all retained Information (including oral Information) will remain subject to the terms of this letter agreement. Notwithstanding any other provision of this Agreement, BCG may maintain one confidential copy of any proposal, report or presentation prepared by it in connection with its work on the Project, but under no circumstances, should any such copy be transmitted to the Principals.

5. Without prejudice to any other rights and remedies which a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach by a party of the provisions of this Agreement and any party shall be entitled to seek the remedies of injunction, specific performance and other equitable remedies, for any threatened or actual breach of any such provision of this Agreement by any other party and no proof or special damages shall be necessary for the enforcement by a party of its rights under this Agreement.

6. Each Receiving Party acknowledges that the Information disclosed by or on behalf of a Principal is the confidential and proprietary information and property of that Principal, and that the Receiving Party does not have, and nothing herein shall be construed to imply, any claim, right, title, property or other interest or license of any kind or nature in the Information. The Receiving Party shall hold and maintain the disclosing Information in confidence and trust for the sole and exclusive benefit of the Principal, and, save as is necessary for the purpose of the Project, shall not use the Information for its own benefit or for the benefit of any third party. Notwithstanding the foregoing sentence, BCG may utilize internally any Information received by it for the purpose of expanding its knowledge of business concepts and insights, so long as such use does not result in the disclosure of any Information outside of BCG and does not otherwise constitute a breach of this Agreement.

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7. Each Principal will have its attorneys screen their respective Information and point out Principal Information to BCG. BCG shall not disclose any Principal Information to the nondisclosing Principal. BCG shall only use Principal Information to assist it in developing Project plans and shall communicate such plans without disclosing Principal Information or information that would allow one Principal to determine Principal Information disclosed by the other Principal. BCG shall consult with the relevant disclosing Principal in the event it is uncertain as to whether any particular Information disclosed by that Principal may constitute Principal Information by contacting the following attorneys or their designees (the "Attorneys"):

If concerning Fnac Information:

[Mathilde Damon and Maria Trabucchi
BDGS Associés
44, av. Des Champs-Élysées
75008, Paris

Email: DAMON@bdgs-associés.com and trabucchi@bdgs-associés.com
Tel: +33 (0)1 42 99 74 42]

and

[Adam Signy
Simpson Thacher & Bartlett LLP
CityPoint
One Ropemaker Street
London EC2Y 9HU

Email: asigny@stblaw.com
Tel: + 44 (0) 20 7275 6130]

If concerning Darty Information:

Hugues CALVET
Bredin Prat
53 Quai d'Orsay
Paris 75007

Without limiting the generality of the foregoing, before issuing any preliminary or final report to the Principals, BCG shall distribute privileged and confidential drafts of those reports, clearly labeled as such, to the Attorneys for their review and approval or comment. BCG shall not issue any interim or final reports to the Principals until and unless said reports have been approved by the Attorneys.

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8. Personal Data

8.1 This clause applies to the Processing by BCG of:

8.1.1 Darty Personal Data provided to BCG by Darty; and

8.1.2 Fnac Personal Data provided to BCG by Fnac.

8.2 BCG shall process the Darty Personal Data only on behalf of Darty and in accordance with its instructions and the obligations contained in this Agreement. BCG shall process the Fnac Personal Data only on behalf of Fnac and in accordance with its instructions and the obligations contained in this Agreement.

8.3 Any Personal Data which might prove useful to BCG in its efforts to advise the Principals with regard to the Project will be provided, if at all, only to BCG. In particular BCG shall not disclose the Darty Personal Data to Fnac or any third party without the prior written consent of Darty. And BCG shall not disclose the Fnac Personal Data to Darty or any third party without the prior written consent of Fnac.

8.4 The parties note that clause 7 of this Agreement provides that materials that include the Principal Information of one Principal will not be disclosed to the other Principal. Regarding Personal Data protection concerns, and notwithstanding anything in this Agreement, BCG may only disclose to a Principal compiled anonymous information related to the activity of the Principals, and use the Darty Personal Data and the Fnac Personal Data in an aggregated form, to create statistical or global analyses. Therefore, BCG's analyses will not incorporate Darty Personal Data, Fnac Personal Data or confidential information in a form that could identify or serve to identify directly or indirectly a natural person or any data subject, and BCG's analyses shall not constitute Personal Data.

8.5 Certain Definitions:

8.5.1 **"Darty Personal Data"** means any information relating to an identified or identifiable natural person that Darty provides to BCG as part of or in connection with the services to be provided by BCG;

8.5.2 **"Data Controller"** shall mean the Principal which determines the purposes and means of the processing of Personal Data;

8.5.3 **"Data Processor"** shall mean the BCG which processes Personal Data on behalf of each Principal or Data Controller;

8.5.4 **"Fnac Personal Data"** means any information relating to an identified or identifiable natural person that Fnac provides to BCG as part of or in connection with the services to be provided by BCG;

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8.5.5 **"Personal Data"** means any Information relating to an identified or identifiable natural person that the Principals provide to BCG as part of or in connection with the services to be provided by BCG and, as the context requires, includes the Fnac Personal Data and the Darty Personal Data; an identified or identifiable natural person (a "data subject") is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his/her physical, physiological, mental, economic, cultural or social identity;

8.5.6 **"Process" or "Processing"** means any operation or set of operations upon Personal Data which is performed by BCG as part of the services rendered by BCG, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction;


8.5.7 **"Subprocessor"** means a third party subcontractor engaged by BCG which, as part of the subcontractor's role of assisting in the delivery of the services, will Process Personal Data of the Principals; and

8.5.8 **"The Directive"** means Directive 95/46/EC of the European Parliament and of the Council of the European Union of October 24, 1995, as amended, on the protection of individuals with regard to the Processing of Personal Data and on the free movement of such data.

8.6 **Categories of Personal Data and purpose of the Personal Data Processing:** In order for BCG to perform the services to be provided by it to the Principals, the Principals authorize and request, each for its own account, that BCG Process such of the following Personal Data as is necessary for that purpose:

8.6.1 **Categories of Personal Data:** Personal Data may include, among other information, personal information such as name; information concerning family, social circumstances including age, date of birth, marital status, number of children; employment details including, job title and function, salary and other benefits, job performance and other capabilities, education/qualification, employees identification numbers.

8.6.2 **Categories of data subjects:** Data subjects may include a Principal's representatives, employees, job applicants, contractors, collaborators, and partners. BCG will Process Personal Data solely for the purpose of the provision of the services to be provided by it to the Principals, and will not otherwise (i) Process or use Personal Data for purposes other than those set forth in this Agreement or as instructed by the

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Principals, or (ii) disclose such Personal Data to third parties other than BCG affiliates or Subprocessors for the aforementioned purposes or as required by law.

8.7 Principal's Instructions: During the services period, the Principals may give instructions to BCG, each for its own account, in addition to those specified in this Agreement with regard to processing of Personal Data. BCG will comply with all such instructions without additional charge to the extent necessary for BCG to comply with laws applicable to BCG as a Data Processor in the performance of the services.


8.8 Data Controller: The control of the Darty Personal Data remains with Darty, and as between Darty and BCG, Darty will at all times remain the Data Controller for the purposes of the services rendered by BCG and this Agreement. The control of the Fnac Personal Data remains with Fnac, and as between Fnac and BCG, Fnac will at all times remain the Data Controller for the purposes of the services rendered by BCG and the Agreement.

8.9 Each Principal is responsible, each for its own account, for compliance with its obligations as Data Controller under data protection laws, in particular for justification of any transmission of Personal Data to BCG, and for its decisions and actions concerning the Processing and use of the Personal Data.

8.10 Cross Border Data Transfer: BCG represents that it treats all Personal Data in a manner consistent with the requirements of this Agreement and the Directive. Any transfer of Personal Data outside EEA is strictly prohibited.

8.11 Affiliates and Subprocessors: Some or all of BCG's obligations under this Agreement may be performed by BCG affiliates. BCG and the BCG affiliates shall have entered into an intra-company agreement, under which the BCG affiliates Processing Personal Data adopt safeguards consistent with those of BCG. BCG is responsible for its compliance and the BCG affiliates' compliance with these requirements. If BCG engages Subprocessors to assist in the provision of the services, BCG shall maintain a list of Subprocessors that may Process the Personal Data and will provide a copy of that list to the Principals upon request. All Subprocessors are required to abide by substantially the same obligations as BCG under this Agreement as applicable to their performance of the services. BCG remains responsible at all times for the performance of its obligations hereunder and for compliance with the terms of the present Agreement by any Subprocessors.

8.12 Technical and Organizational Measures: When Processing Personal Data on behalf of the Principals in connection with the services, BCG has implemented and will maintain appropriate technical and organizational security measures for the Processing of such data. These measures are intended to protect Personal Data against accidental or unauthorized loss, destruction, alteration, disclosure or access, and against all other unlawful forms of processing.

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8.13 Physical Access Control: BCG represents that it employs measures designed to prevent unauthorized persons from gaining access to data processing systems in which Personal Data is processed, such as the use of security personnel, secured buildings and data center premises.

8.14 System Access Control: BCG shall ensure that the following procedures are implemented (or maintained) with respect to the Personal Data: authentication via passwords and two-factor authentication, documented authorization processes, documented change management processes, and logging of access on several levels. Log-ins to the services environments by BCG employees and Subprocessors shall be logged by BCG, with accurate records maintained; BCG shall ensure that logical access to the data centers is restricted and protected by firewall/VLAN; and that intrusion detection systems, centralized logging and alerting, and firewalls are used.

8.15 Data Access Control: BCG shall ensure that Personal Data is accessible and manageable only by properly authorized staff, direct database query access is restricted, and application access rights are established and enforced.

8.16 Transmission Control: BCG shall ensure that any transfers of Personal Data are secured and encrypted. The content of communications (including sender and recipient addresses) sent through some email or messaging services may not be encrypted.

8.17 Input Control: BCG shall ensure that Personal Data integration into the BCG systems is managed by secured file transfer.

8.18 Data Segregation: BCG shall ensure that Darty Personal Data and Fnac Personal Data environments are logically segregated on BCG's systems.

8.19 Audit Rights: The Principals may audit BCG's compliance with the terms of this Agreement.

8.20 Incident Management and Breach Notification: BCG will evaluate and respond to incidents that create suspicion of unauthorized access to or handling of Personal Data ("Incident"). The Principals shall be informed of such Incidents and, BCG shall define escalation paths and responses to address those Incidents. The goal of the Incident response will be to restore the confidentiality, integrity, and availability of the services environment, and to establish root causes and remediation steps.

8.21 BCG will inform the Principals within 72 hours if BCG determines that Personal Data has been subject to a Security Breach, as defined below, (including by a BCG employee) or any other circumstance in which the Principals are required to provide a notification under applicable law. BCG will promptly investigate the Security Breach and take reasonable measures to identify its root cause(s) and prevent a recurrence. As information is collected or otherwise becomes available, unless prohibited by law, BCG will provide the Principals with a description of the Security

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Breach, the type of data that was the subject of the breach, and other information the Principals may reasonably request concerning the affected persons. The parties agree to coordinate in good faith on developing the content of any related public statements or any required notices for the affected persons and/or the relevant data protection authorities. For purposes of this section, "Security Breach" means the misappropriation of Personal Data located on BCG systems that compromises the security, confidentiality or integrity of such information.

8.22 Return and Deletion of Personal Data upon End of BCG services or at a Principal's Request: Following termination of BCG' services, or on request by a Principal, BCG will return to each Principal respectively the Personal Data disclosed by it or on its behalf. Following return of the data, or as otherwise specified in this Agreement, BCG will promptly delete or otherwise render inaccessible all copies of Personal Data from the BCG systems, except as may be required by law.

8.23 Legally Required Disclosures: Except as otherwise required by law, BCG will promptly notify the Principals of any subpoena, judicial, administrative or arbitral order of an executive or administrative agency or other governmental authority ("Demand") that it receives and which relates to the Personal Data BCG is Processing on either of their behalf. At Principal's request, BCG will, subject to the other terms and conditions of this Agreement, promptly provide the relevant Principal with reasonable information in its possession that may be responsive to the Demand and any assistance reasonably required for the Principal(s) to respond to the Demand in a timely manner. BCG will not respond to a Demand on behalf of a Principal without the relevant Principal's prior written consent.

In any case, each party undertakes to collect, use, store, disclose, dispose of, provide access to and otherwise handle Personal Data received, collected or made accessible whether as a Data Controller or as a Data Processor in accordance with Data Protection legislation.

9. Each Receiving Party recognizes and agrees that the disclosing Principal has not made and shall not be deemed to make any representation or warranty, express or implied, as to the accuracy or completeness of the Information it has or will disclose and shall not have any liability whatsoever relating to or resulting from the Receiving Party's use of the Information or any errors therein or omissions therefrom.

10. In the event that a Receiving Party or anyone to whom it discloses any Information in accordance with this Agreement is required by law or regulation or legal or judicial process to disclose any Information, the Receiving Party will, to the extent legally permissible, give the Disclosing Party prompt written notice of such request or requirement so that the Disclosing Party may seek an appropriate protective order or other remedy and/or waive compliance with the provisions of this Agreement, and the Receiving Party will, to the extent legally permissible, cooperate with the Disclosing Party to obtain such protective order. In the event that such protective order or other remedy is not obtained or the Disclosing Party waives compliance with the relevant

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provisions of this Agreement, the Receiving Party (or such other persons to whom such request is directed) will furnish only that portion of the Information which , is legally required to be disclosed. It is further agreed that, if in the absence of a protective order the Receiving Party (or such other person to whom such request is directed) is nonetheless legally compelled to disclose such information, the Receiving Party may make such disclosure without liability hereunder, provided that it gives the Disclosing Party notice (if permitted by law to do so) of the information to be disclosed as far in advance of its disclosure as is practicable and, upon the Disclosing Party's request, request that confidential treatment will be accorded to such information and, provided further, that such disclosure was not caused by and did not result from a previous disclosure by the Receiving Party or any of its representatives not permitted hereunder.

11. The Principals acknowledge that nothing herein shall be deemed to constitute any form of non-compete agreement. Each Receiving Party agrees not to use Information of the disclosing Principal in whole or in part to develop, for itself or any third party, competitive products, provided, however, that independent discovery or development of such concepts, processes, technology or ideas by personnel who has no direct or indirect knowledge of or access to Information shall not constitute a violation of this Agreement.

12. This Agreement is effective as of the date hereof and will continue in full force and effect until the third anniversary of such date.

13. This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

14. This Agreement may not be amended or supplemented except in a writing signed by all parties. The terms and conditions contained in this Agreement shall be governed by and construed in accordance with the laws of England and Wales. Each party to this Agreement hereby irrevocably submits to the exclusive jurisdiction of the Courts of England for the purpose of settling any disputes or claims that arise out of or in connection with this Agreement.

In order to indicate acceptance of the above-mentioned terms and conditions, the parties have signed this letter in the space herein provided by a duly authorized officer.

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ACCEPTED AND AGREED TO:

Groupe Fnac S.A.

By: ABoulard

Name: ALEXANDRE BOULARD

Title: C.E.O

Date: June 27th 2016

Darty plc

By: S. Simon

Name: Simon UNACH

Title: Group Secrecy & Legal Counsel

Date: 30 vi. 16

The Boston Consulting Group, Inc.

By: [Signature]

Name: Guillaume CHARLIN

Title: Senior Partner & MD

Date: June 22nd 2016

