

## ACCEPTANCE FORM FOR THE VOLUNTARY PUBLIC TENDER AND EXCHANGE OFFER

pursuant to Articles 102 and 106, Paragraph 4, of Legislative Decree no. 58 of 24 February 1998 (“TUF”), as amended and supplemented (the “Offer”),  
launched by Fnac Darty SA (“Fnac Darty”) and RUBY Equity Investment S.à r.l. (“Ruby”), and together with Fnac Darty, the “Offerors”) for all of the ordinary shares of Unieuro S.p.A. (the “Issuer”) not already held by the Offerors

To the Responsible Intermediary _____ The undersigned (name or corporate name) _____ born in _____ on _____ tax code/VAT number _____ citizenship/nationality _____ resident in/with registered office at _____ Address _____ postal code _____ owner of No. _____ ordinary shares (the “Shares”) of the Issuer, without nominal value, regular dividend entitlement and freely transferable, of which I hereby represent that they are legitimately, exclusively and fully in my property and at my disposal as well as free of liens and encumbrances of any type and nature, whether <i>in rem</i> or personal, considering that the terms in capital letters not otherwise defined in this Acceptance Form shall have the same meaning as ascribed to them in the offer document prepared for the purpose of the Offer (the “Offer Document”),	
<b>REPRESENT</b>	to be aware of all the terms, conditions and procedures of the Offer (including the components, amount and the nature of the Consideration which shall be paid for each Share tendered to the Offer) as set out in the Offer Document prepared by the Offerors and in the exemption document (the “Exemption Document”) prepared by Fnac Darty for the purpose of the Offer and made available to the public at (i) the registered office of Fnac Darty (no. 9, Rue des Bateaux-Lavoires, ZAC Port d'Ivry, 94200 Ivry-sur-Seine, France); (ii) the registered office of the Intermediary Responsible for Coordinating the Collection of Tenders, Intesa Sanpaolo S.p.A., (Largo Mattioli no. 3, Milan, Italy); (iii) the registered office of the Responsible Intermediaries as indicated in the Offer Document; (iv) the website of Fnac Darty, <a href="http://www.fnacdarty.com">www.fnacdarty.com</a> and of the Global Information Agent, <a href="http://www.georgeson.com">www.georgeson.com</a> ;
<b>ACCEPT</b>	irrevocably the Offer for No. _____ Shares that: <input type="checkbox"/> are already deposited with you in the securities account No. _____ under the name of _____; <input type="checkbox"/> will be transferred in the above-mentioned account following settlement by stock exchange; <input type="checkbox"/> will be deposited with you simultaneously with the signing of this tender form (the “Acceptance Form”); <input type="checkbox"/> will be timely transferred to you/deposited with you by virtue of the mandate expressly accepted at the end of this Acceptance Form by the Depository Intermediary of the Shares indicated above;
<b>AUTHORISE</b>	the placing of the Shares indicated above in a temporary account at your bank set up solely for the purpose of this Offer, where applicable;
<b>AGREE</b>	henceforth with the transfer to the Offerors of the Shares placed into the said temporary account, granting you an irrevocable mandate to perform directly or indirectly in the name and on behalf of the undersigned all the necessary formalities in connection with the transfer of the Shares to the Offerors, against the delivery of the Consideration on the Payment Date, as defined in the Offer Document and as better specified therein;
<b>DECLARE</b>	<ul style="list-style-type: none"> <li>– to accept henceforth the cancellation of the transaction in the event that irregularities are found in the data contained in this Acceptance Form following the checks and controls performed after the delivery of the Shares;</li> <li>– to be aware that, in consideration of the fact that the Shares are subject to the dematerialization regime provided for by Articles 83-<i>bis</i> et seq. of the TUF, and by the Regulation adopted by CONSOB and Banca d'Italia Resolution of 22 February 2008, as subsequently amended and supplemented, the execution of the Acceptance Form also constitutes an irrevocable instruction given to the Responsible Intermediary (or to the relevant Depository Intermediary with which the Shares are deposited on securities account), to transfer the Shares on deposit with such intermediaries in favour of the Offerors;</li> </ul>
<b>ACKNOWLEDGE</b>	<ol style="list-style-type: none"> <li>1. that the tendering in the Offer is irrevocable, except in case of competing offers, pursuant to applicable laws and regulations;</li> <li>2. that the Offer will be completed only upon the fulfilment of the Conditions Precedent, or upon the waiver thereof by the Offerors, as explained and described in Section A, Paragraph A.1, of the Offer Document. Should one or more of the Conditions Precedent not be fulfilled (or be waived), the Offer will not be completed and the Shares tendered to the Offer will be made available to their holders, at no cost or expense to them, within the Trading Day following the date on which the failure to complete the Offer has been communicated by the Offerors;</li> <li>3. that the Tender Period started at 8:30 a.m., Italian time, on 2 September 2024 and will end at 5:30 p.m., Italian time, on 25 October 2024, (first and last day included), subject to the possible Reopening of the Tender Period and any extensions to the Offer that may occur in accordance with applicable laws and regulations, as provided in Section F, Paragraph F.1.1 of the Offer Document;</li> <li>4. that the consideration for the Offer (the “Consideration”) will be equal, for each Share tendered to the Offer, to:             <ol style="list-style-type: none"> <li>a. Euro 9.00 (the “Cash Portion”) and</li> <li>b. No. 0.1 newly issued Fnac Darty shares listed on the regulated market Euronext Paris (the “Share Portion”), as better described at Section E, Paragraph E.1, of the Offer Document;</li> </ol> </li> <li>5. that, if the result of the assignment of the Share Portion is not a whole number, the tendering shareholders will be entitled to receive the Cash Amount of the Fractional Part and that if a tendering shareholder tenders in the Offer a number of Shares lower than 10, such tendering shareholder will be entitled to receive only the Cash Amount of the Fractional Part, as indicated and defined in the Offer Document (Section F, Paragraph F.6);</li> <li>6. that the Consideration will be paid, as indicated in the Offer Document (Section F, Paragraphs F.5 and F.6), subject to potential extensions or amendments of the Offer disclosed in the manners and with the terms pursuant to the applicable law and regulations, on the fifth trading day following the end of the Tender Period (i.e. 1 November 2024) or on the fifth trading day following the end of the possible Reopening of the Tender Period (as defined in the Offer Document and as better specified therein). Such payment is subject to the completion of the formalities necessary to transfer the Shares to the Offerors;</li> <li>7. that Consideration is intended to be net of any Italian stamp duty, registration tax or financial transaction tax, to the extent due, and of fees, commissions, and expenses, which will be borne by the Offerors, while any income, withholding or substitute tax on capital gains, if due, will be borne by the shareholders tendering in the Offer;</li> <li>8. that the shareholders tendering in the Offer bear the entire risk of the Depository Intermediaries’ failing to deliver the Acceptance Forms and failing to deposit the Shares with the Intermediary Responsible for Coordinating the Collection of Tenders by the last valid day of the Tender Period or by the possible Reopening of the Tender Period and the risk that the Responsible Intermediaries or the Depository Intermediaries fail to transfer the Consideration or the Cash Amount of the Fractional Part to those entitled to receive it or delay such transfer.</li> </ol>
<b>DELEGATES</b>	irrevocably the Intermediary Responsible for Coordinating the Collection of Tenders, with reference to the Share Portion, to sell on the regulated market Euronext Paris, in the name and on behalf of the undersigned, any Fractional Part he/she would be entitled to, equal to No. _____ shares of Fnac Darty, deriving from the exchange against the Issuer’s Shares pursuant to Section F, Paragraph F.6, of the Offer Document, paying to the undersigned through this Responsible Intermediary, the Cash Amount of the Fractional Part (determined based on the methods set forth under Section F, Paragraph F.6 of the Offer Document and as defined therein) on the following terms.
<b>AUTHORISE</b>	<p style="text-align: center;"><b>SHARE PORTION OF THE CONSIDERATION</b></p> the Responsible Intermediary to: <ul style="list-style-type: none"> <li><input type="checkbox"/> settle, directly or indirectly, the payment of the Share Portion through the deposit of No. _____ shares of Fnac Darty due to the undersigned based on No. <b>0.1</b> ordinary shares of Fnac Darty for each Share of the Issuer, through the registration, in dematerialized form, in the securities account No. _____, at _____ under the name of _____;</li> <li><input type="checkbox"/> inform the Intermediary Responsible for Coordinating the Collection of Tenders of the Fractional Part due to the undersigned for the exchange with the Issuer’s Shares, equal to No. _____ shares of Fnac Darty, paying, directly or indirectly, the Cash Amount of the Fractional Part:             <ol style="list-style-type: none"> <li>1. through transfer on the bank account No. _____ under the name of _____, at _____, IBAN _____; or</li> </ol> </li> </ul>

	<p>2. by means of a non-transferable check in the name of _____ to be _____.</p> <p style="text-align: center;"><b>CASH PORTION OF THE CONSIDERATION</b></p> <p>the Responsible Intermediary to:</p> <p><input type="checkbox"/> settle, directly or indirectly, the payment of the Cash Portion by:</p> <p>1. crediting the bank account no. _____ in the name of _____, at _____, IBAN _____; or</p> <p>2. by means of a non-transferable check in the name of _____ to be sent to _____ for the amount of Euro _____ representing the total Cash Portion of the Consideration due for the Shares tendered to the Offer.</p>
<b>DECLARE</b>	<p>a) to be aware that the Offer is being launched exclusively in Italy as the Shares are listed only on Euronext Milan, and it is addressed, without distinction and on equal terms, to all shareholders of the Issuer;</p> <p>b) to be aware that the Offer has not been and will not be made in or into the United States, Canada, Japan, Australia and in any other jurisdictions where making the Offer or tendering therein would not be in compliance with the securities or other laws or regulations of such jurisdiction or would require any registration, approval or filing with any regulatory authority (such countries, including the United States, Canada, Japan and Australia, the “<b>Excluded Countries</b>”) (for further information see Section F, Paragraph F.4 of the Offer Document); and</p> <p>c) to (i) have not received and/or sent copies or originals of this Acceptance Form, the Offer Document and/or any document or information relating to the Offer, including the Exemption Document, from or to the Excluded Countries and to have not otherwise used in connection with the Offer, directly or indirectly, national or international instruments of communication or commerce of any of the Excluded Countries (including, by way of illustration, the postal network, fax, telex, e-mail, telephone and Internet, and/or any other electronic medium), or any structure of any of the Excluded Countries’ financial intermediaries and (ii) be outside of the Excluded Countries at the time of the delivery or execution of this Acceptance Form.</p>

*Pursuant to article 13 of the General Data Protection Regulation (EU) 2016/679 (the “GDPR”), the shareholders tendering in the Offer are informed that the personal data provided in this form will be processed, including through the use of information and computer systems, solely for the purposes directly related and instrumental to the Offer (e.g. collection of the tenders, control of their correctness and payment of the consideration), which is the legal basis for processing such data. The provision of personal data is necessary to perform the obligations under this Acceptance Form and, therefore, any refusal to provide in whole or in part the said personal data will result in the impossibility to tendering in the Offer. The personal data will be processed, in their role as separate and independent Data Controllers and solely for the purposes related and instrumental to each of their roles in this transaction, by the Responsible Intermediaries, the Intermediary Responsible for Coordinating the Collection of Tenders, the Offerors, the Depository Intermediaries as well as by the companies appointed by such data controllers to perform functional or supporting activities necessary to the transaction. With reference to the above-mentioned processing, the person providing the data may exercise any right specifically attributed by GDPR under the terms set forth in the privacy section made available on the channels of the Data Controllers. The data will be retained only for the period of time necessary for the pursuit of the aforementioned purposes, after which they will be stored in compliance with the ordinary limitation periods identified by the Italian Civil Code or by specific provisions of law, for administrative purposes and/or to assert or defend a right or a legitimate interest of the holders or of third parties.*

Place \_\_\_\_\_, Date \_\_\_\_\_

\_\_\_\_\_  
The tendering shareholder (or is/her representative)

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

The DEPOSITORY INTERMEDIARY receiving this Acceptance Form represents, at the time of presentation by the tendering shareholder (or his/her/its representative) and under its own responsibility:

- a) to be the depository of the abovementioned Shares owned by the tendering shareholder;
- b) to perform the formalities necessary for the transfer of the Shares to this Responsible Intermediary exclusively through Monte Titoli S.p.A., within and no later than the end of the Tender Period, or the last day of the possible Reopening of the Tender Period, subject to any extension or amendment to the Offer that may occur in accordance with the applicable laws and regulations.

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

**ACCEPTANCE FORM  
FOR THE VOLUNTARY PUBLIC TENDER AND EXCHANGE OFFER**

pursuant to Articles 102 and 106, Paragraph 4, of Legislative Decree no. 58 of 24 February 1998 (“TUF”), as amended and supplemented (the “Offer”),  
launched by Fnac Darty SA (“Fnac Darty”) and RUBY Equity Investment S.à r.l. (“Ruby”), and together with Fnac Darty, the “Offerors”) for all of the ordinary shares of Unieuro S.p.A. (the “Issuer”) not already held by the Offerors

To the Responsible Intermediary _____	
The undersigned (name or corporate name) _____ born in _____ on _____ tax code/VAT number _____ citizenship/nationality _____ resident in/with registered office at _____ Address _____ postal code _____ owner of No. _____ ordinary shares (the “Shares”) of the Issuer, without nominal value, regular dividend entitlement and freely transferable, of which I hereby represent that they are legitimately, exclusively and fully in my property and at my disposal as well as free of liens and encumbrances of any type and nature, whether <i>in rem</i> or personal, considering that the terms in capital letters not otherwise defined in this Acceptance Form shall have the same meaning as ascribed to them in the offer document prepared for the purpose of the Offer (the “Offer Document”),	
<b>REPRESENT</b>	to be aware of all the terms, conditions and procedures of the Offer (including the components, amount and the nature of the Consideration which shall be paid for each Share tendered to the Offer) as set out in the Offer Document prepared by the Offerors and in the exemption document (the “Exemption Document”) prepared by Fnac Darty for the purpose of the Offer and made available to the public at (i) the registered office of Fnac Darty (no. 9, Rue des Bateaux-Lavoires, ZAC Port d'Ivry, 94200 Ivry-sur-Seine, France); (ii) the registered office of the Intermediary Responsible for Coordinating the Collection of Tenders, Intesa Sanpaolo S.p.A., (Largo Mattioli no. 3, Milan, Italy); (iii) the registered office of the Responsible Intermediaries as indicated in the Offer Document; (iv) the website of Fnac Darty, <a href="http://www.fnacdarty.com">www.fnacdarty.com</a> and of the Global Information Agent, <a href="http://www.georgeson.com">www.georgeson.com</a> ;
<b>ACCEPT</b>	irrevocably the Offer for No. _____ Shares that: <input type="checkbox"/> are already deposited with you in the securities account No. _____ under the name of _____; <input type="checkbox"/> will be transferred in the above-mentioned account following settlement by stock exchange; <input type="checkbox"/> will be deposited with you simultaneously with the signing of this tender form (the “Acceptance Form”); <input type="checkbox"/> will be timely transferred to you/deposited with you by virtue of the mandate expressly accepted at the end of this Acceptance Form by the Depository Intermediary of the Shares indicated above;
<b>AUTHORISE</b>	the placing of the Shares indicated above in a temporary account at your bank set up solely for the purpose of this Offer, where applicable;
<b>AGREE</b>	henceforth with the transfer to the Offerors of the Shares placed into the said temporary account, granting you an irrevocable mandate to perform directly or indirectly in the name and on behalf of the undersigned all the necessary formalities in connection with the transfer of the Shares to the Offerors, against the delivery of the Consideration on the Payment Date, as defined in the Offer Document and as better specified therein;
<b>DECLARE</b>	– to accept henceforth the cancellation of the transaction in the event that irregularities are found in the data contained in this Acceptance Form following the checks and controls performed after the delivery of the Shares; – to be aware that, in consideration of the fact that the Shares are subject to the dematerialization regime provided for by Articles 83- <i>bis</i> et seq. of the TUF, and by the Regulation adopted by CONSOB and Banca d'Italia Resolution of 22 February 2008, as subsequently amended and supplemented, the execution of the Acceptance Form also constitutes an irrevocable instruction given to the Responsible Intermediary (or to the relevant Depository Intermediary with which the Shares are deposited on securities account), to transfer the Shares on deposit with such intermediaries in favour of the Offerors;
<b>ACKNOWLEDGE</b>	1. that the tendering in the Offer is irrevocable, except in case of competing offers, pursuant to applicable laws and regulations; 2. that the Offer will be completed only upon the fulfilment of the Conditions Precedent, or upon the waiver thereof by the Offerors, as explained and described in Section A, Paragraph A.1, of the Offer Document. Should one or more of the Conditions Precedent not be fulfilled (or be waived), the Offer will not be completed and the Shares tendered to the Offer will be made available to their holders, at no cost or expense to them, within the Trading Day following the date on which the failure to complete the Offer has been communicated by the Offerors; 3. that the Tender Period started at 8:30 a.m., Italian time, on 2 September 2024 and will end at 5:30 p.m., Italian time, on 25 October 2024, (first and last day included), subject to the possible Reopening of the Tender Period and any extensions to the Offer that may occur in accordance with applicable laws and regulations, as provided in Section F, Paragraph F.1.1 of the Offer Document; 4. that the consideration for the Offer (the “Consideration”) will be equal, for each Share tendered to the Offer, to: a. Euro 9.00 (the “Cash Portion”) and b. No. 0.1 newly issued Fnac Darty shares listed on the regulated market Euronext Paris (the “Share Portion”), as better described at Section E, Paragraph E.1, of the Offer Document; 5. that, if the result of the assignment of the Share Portion is not a whole number, the tendering shareholders will be entitled to receive the Cash Amount of the Fractional Part and that if a tendering shareholder tenders in the Offer a number of Shares lower than 10, such tendering shareholder will be entitled to receive only the Cash Amount of the Fractional Part, as indicated and defined in the Offer Document (Section F, Paragraph F.6); 6. that the Consideration will be paid, as indicated in the Offer Document (Section F, Paragraphs F.5 and F.6), subject to potential extensions or amendments of the Offer disclosed in the manners and with the terms pursuant to the applicable law and regulations, on the fifth trading day following the end of the Tender Period (i.e. 1 November 2024) or on the fifth trading day following the end of the possible Reopening of the Tender Period (as defined in the Offer Document and as better specified therein). Such payment is subject to the completion of the formalities necessary to transfer the Shares to the Offerors; 7. that Consideration is intended to be net of any Italian stamp duty, registration tax or financial transaction tax, to the extent due, and of fees, commissions, and expenses, which will be borne by the Offerors, while any income, withholding or substitute tax on capital gains, if due, will be borne by the shareholders tendering in the Offer; 8. that the shareholders tendering in the Offer bear the entire risk of the Depository Intermediaries’ failing to deliver the Acceptance Forms and failing to deposit the Shares with the Intermediary Responsible for Coordinating the Collection of Tenders by the last valid day of the Tender Period or by the possible Reopening of the Tender Period and the risk that the Responsible Intermediaries or the Depository Intermediaries fail to transfer the Consideration or the Cash Amount of the Fractional Part to those entitled to receive it or delay such transfer.
<b>DELEGATES</b>	irrevocably the Intermediary Responsible for Coordinating the Collection of Tenders, with reference to the Share Portion, to sell on the regulated market Euronext Paris, in the name and on behalf of the undersigned, any Fractional Part he/she would be entitled to, equal to No. _____ shares of Fnac Darty, deriving from the exchange against the Issuer’s Shares pursuant to Section F, Paragraph F.6, of the Offer Document, paying to the undersigned through this Responsible Intermediary, the Cash Amount of the Fractional Part (determined based on the methods set forth under Section F, Paragraph F.6 of the Offer Document and as defined therein) on the following terms.
<b>AUTHORISE</b>	<b>SHARE PORTION OF THE CONSIDERATION</b>
	the Responsible Intermediary to: <input type="checkbox"/> settle, directly or indirectly, the payment of the Share Portion through the deposit of No. _____ shares of Fnac Darty due to the undersigned based on No. 0.1 ordinary shares of Fnac Darty for each Share of the Issuer, through the registration, in dematerialized form, in the securities account No. _____, at _____ under the name of _____; <input type="checkbox"/> inform the Intermediary Responsible for Coordinating the Collection of Tenders of the Fractional Part due to the undersigned for the exchange with the Issuer’s Shares, equal to No. _____ shares of Fnac Darty, paying, directly or indirectly, the Cash Amount of the Fractional Part: 1. through transfer on the bank account No. _____ under the name of _____, at _____, IBAN _____; or

	<p>2. by means of a non-transferable check in the name of _____ to be _____.</p> <p style="text-align: center;"><b>CASH PORTION OF THE CONSIDERATION</b></p> <p>the Responsible Intermediary to:</p> <p><input type="checkbox"/> settle, directly or indirectly, the payment of the Cash Portion by:</p> <p>1. crediting the bank account no. _____ in the name of _____, at _____, IBAN _____; or</p> <p>2. by means of a non-transferable check in the name of _____ to be sent to _____</p> <p>for the amount of Euro _____ representing the total Cash Portion of the Consideration due for the Shares tendered to the Offer.</p>
<b>DECLARE</b>	<p>a) to be aware that the Offer is being launched exclusively in Italy as the Shares are listed only on Euronext Milan, and it is addressed, without distinction and on equal terms, to all shareholders of the Issuer;</p> <p>b) to be aware that the Offer has not been and will not be made in or into the United States, Canada, Japan, Australia and in any other jurisdictions where making the Offer or tendering therein would not be in compliance with the securities or other laws or regulations of such jurisdiction or would require any registration, approval or filing with any regulatory authority (such countries, including the United States, Canada, Japan and Australia, the “<b>Excluded Countries</b>”) (for further information see Section F, Paragraph F.4 of the Offer Document); and</p> <p>c) to (i) have not received and/or sent copies or originals of this Acceptance Form, the Offer Document and/or any document or information relating to the Offer, including the Exemption Document, from or to the Excluded Countries and to have not otherwise used in connection with the Offer, directly or indirectly, national or international instruments of communication or commerce of any of the Excluded Countries (including, by way of illustration, the postal network, fax, telex, e-mail, telephone and Internet, and/or any other electronic medium), or any structure of any of the Excluded Countries’ financial intermediaries and (ii) be outside of the Excluded Countries at the time of the delivery or execution of this Acceptance Form.</p>

*Pursuant to article 13 of the General Data Protection Regulation (EU) 2016/679 (the “GDPR”), the shareholders tendering in the Offer are informed that the personal data provided in this form will be processed, including through the use of information and computer systems, solely for the purposes directly related and instrumental to the Offer (e.g. collection of the tenders, control of their correctness and payment of the consideration), which is the legal basis for processing such data. The provision of personal data is necessary to perform the obligations under this Acceptance Form and, therefore, any refusal to provide in whole or in part the said personal data will result in the impossibility to tendering in the Offer. The personal data will be processed, in their role as separate and independent Data Controllers and solely for the purposes related and instrumental to each of their roles in this transaction, by the Responsible Intermediaries, the Intermediary Responsible for Coordinating the Collection of Tenders, the Offerors, the Depository Intermediaries as well as by the companies appointed by such data controllers to perform functional or supporting activities necessary to the transaction. With reference to the above-mentioned processing, the person providing the data may exercise any right specifically attributed by GDPR under the terms set forth in the privacy section made available on the channels of the Data Controllers. The data will be retained only for the period of time necessary for the pursuit of the aforementioned purposes, after which they will be stored in compliance with the ordinary limitation periods identified by the Italian Civil Code or by specific provisions of law, for administrative purposes and/or to assert or defend a right or a legitimate interest of the holders or of third parties.*

Place \_\_\_\_\_, Date \_\_\_\_\_

\_\_\_\_\_  
The tendering shareholder (or is/her representative)

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

The DEPOSITORY INTERMEDIARY receiving this Acceptance Form represents, at the time of presentation by the tendering shareholder (or his/her/its representative) and under its own responsibility:

- to be the depository of the abovementioned Shares owned by the tendering shareholder;
- to perform the formalities necessary for the transfer of the Shares to this Responsible Intermediary exclusively through Monte Titoli S.p.A., within and no later than the end of the Tender Period, or the last day of the possible Reopening of the Tender Period, subject to any extension or amendment to the Offer that may occur in accordance with the applicable laws and regulations.

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

**ACCEPTANCE FORM  
FOR THE VOLUNTARY PUBLIC TENDER AND EXCHANGE OFFER**

pursuant to Articles 102 and 106, Paragraph 4, of Legislative Decree no. 58 of 24 February 1998 (“TUF”), as amended and supplemented (the “Offer”),  
launched by Fnac Darty SA (“Fnac Darty”) and RUBY Equity Investment S.à r.l. (“Ruby”), and together with Fnac Darty, the “Offerors”) for all of the ordinary shares of Unieuro S.p.A. (the “Issuer”) not already held by the Offerors

To the Responsible Intermediary _____	
The undersigned (name or corporate name) _____ born in _____ on _____ tax code/VAT number _____ citizenship/nationality _____ resident in/with registered office at _____ Address _____ postal code _____ owner of No. _____ ordinary shares (the “Shares”) of the Issuer, without nominal value, regular dividend entitlement and freely transferable, of which I hereby represent that they are legitimately, exclusively and fully in my property and at my disposal as well as free of liens and encumbrances of any type and nature, whether <i>in rem</i> or personal, considering that the terms in capital letters not otherwise defined in this Acceptance Form shall have the same meaning as ascribed to them in the offer document prepared for the purpose of the Offer (the “Offer Document”),	
<b>REPRESENT</b>	to be aware of all the terms, conditions and procedures of the Offer (including the components, amount and the nature of the Consideration which shall be paid for each Share tendered to the Offer) as set out in the Offer Document prepared by the Offerors and in the exemption document (the “Exemption Document”) prepared by Fnac Darty for the purpose of the Offer and made available to the public at (i) the registered office of Fnac Darty (no. 9, Rue des Bateaux-Lavoisirs, ZAC Port d'Ivry, 94200 Ivry-sur-Seine, France); (ii) the registered office of the Intermediary Responsible for Coordinating the Collection of Tenders, Intesa Sanpaolo S.p.A., (Largo Mattioli no. 3, Milan, Italy); (iii) the registered office of the Responsible Intermediaries as indicated in the Offer Document; (iv) the website of Fnac Darty, <a href="http://www.fnacdarty.com">www.fnacdarty.com</a> and of the Global Information Agent, <a href="http://www.georgeson.com">www.georgeson.com</a> ;
<b>ACCEPT</b>	irrevocably the Offer for No. _____ Shares that: <input type="checkbox"/> are already deposited with you in the securities account No. _____ under the name of _____; <input type="checkbox"/> will be transferred in the above-mentioned account following settlement by stock exchange; <input type="checkbox"/> will be deposited with you simultaneously with the signing of this tender form (the “Acceptance Form”); <input type="checkbox"/> will be timely transferred to you/deposited with you by virtue of the mandate expressly accepted at the end of this Acceptance Form by the Depository Intermediary of the Shares indicated above;
<b>AUTHORISE</b>	the placing of the Shares indicated above in a temporary account at your bank set up solely for the purpose of this Offer, where applicable;
<b>AGREE</b>	henceforth with the transfer to the Offerors of the Shares placed into the said temporary account, granting you an irrevocable mandate to perform directly or indirectly in the name and on behalf of the undersigned all the necessary formalities in connection with the transfer of the Shares to the Offerors, against the delivery of the Consideration on the Payment Date, as defined in the Offer Document and as better specified therein;
<b>DECLARE</b>	– to accept henceforth the cancellation of the transaction in the event that irregularities are found in the data contained in this Acceptance Form following the checks and controls performed after the delivery of the Shares; – to be aware that, in consideration of the fact that the Shares are subject to the dematerialization regime provided for by Articles 83- <i>bis</i> et seq. of the TUF, and by the Regulation adopted by CONSOB and Banca d'Italia Resolution of 22 February 2008, as subsequently amended and supplemented, the execution of the Acceptance Form also constitutes an irrevocable instruction given to the Responsible Intermediary (or to the relevant Depository Intermediary with which the Shares are deposited on securities account), to transfer the Shares on deposit with such intermediaries in favour of the Offerors;
<b>ACKNOWLEDGE</b>	1. that the tendering in the Offer is irrevocable, except in case of competing offers, pursuant to applicable laws and regulations; 2. that the Offer will be completed only upon the fulfilment of the Conditions Precedent, or upon the waiver thereof by the Offerors, as explained and described in Section A, Paragraph A.1, of the Offer Document. Should one or more of the Conditions Precedent not be fulfilled (or be waived), the Offer will not be completed and the Shares tendered to the Offer will be made available to their holders, at no cost or expense to them, within the Trading Day following the date on which the failure to complete the Offer has been communicated by the Offerors; 3. that the Tender Period started at 8:30 a.m., Italian time, on 2 September 2024 and will end at 5:30 p.m., Italian time, on 25 October 2024, (first and last day included), subject to the possible Reopening of the Tender Period and any extensions to the Offer that may occur in accordance with applicable laws and regulations, as provided in Section F, Paragraph F.1.1 of the Offer Document; 4. that the consideration for the Offer (the “Consideration”) will be equal, for each Share tendered to the Offer, to: a. Euro 9.00 (the “Cash Portion”) and b. No. 0.1 newly issued Fnac Darty shares listed on the regulated market Euronext Paris (the “Share Portion”), as better described at Section E, Paragraph E.1, of the Offer Document; 5. that, if the result of the assignment of the Share Portion is not a whole number, the tendering shareholders will be entitled to receive the Cash Amount of the Fractional Part and that if a tendering shareholder tenders in the Offer a number of Shares lower than 10, such tendering shareholder will be entitled to receive only the Cash Amount of the Fractional Part, as indicated and defined in the Offer Document (Section F, Paragraph F.6); 6. that the Consideration will be paid, as indicated in the Offer Document (Section F, Paragraphs F.5 and F.6), subject to potential extensions or amendments of the Offer disclosed in the manners and with the terms pursuant to the applicable law and regulations, on the fifth trading day following the end of the Tender Period (i.e. 1 November 2024) or on the fifth trading day following the end of the possible Reopening of the Tender Period (as defined in the Offer Document and as better specified therein). Such payment is subject to the completion of the formalities necessary to transfer the Shares to the Offerors; 7. that Consideration is intended to be net of any Italian stamp duty, registration tax or financial transaction tax, to the extent due, and of fees, commissions, and expenses, which will be borne by the Offerors, while any income, withholding or substitute tax on capital gains, if due, will be borne by the shareholders tendering in the Offer; 8. that the shareholders tendering in the Offer bear the entire risk of the Depository Intermediaries’ failing to deliver the Acceptance Forms and failing to deposit the Shares with the Intermediary Responsible for Coordinating the Collection of Tenders by the last valid day of the Tender Period or by the possible Reopening of the Tender Period and the risk that the Responsible Intermediaries or the Depository Intermediaries fail to transfer the Consideration or the Cash Amount of the Fractional Part to those entitled to receive it or delay such transfer.
<b>DELEGATES</b>	irrevocably the Intermediary Responsible for Coordinating the Collection of Tenders, with reference to the Share Portion, to sell on the regulated market Euronext Paris, in the name and on behalf of the undersigned, any Fractional Part he/she would be entitled to, equal to No. _____ shares of Fnac Darty, deriving from the exchange against the Issuer’s Shares pursuant to Section F, Paragraph F.6, of the Offer Document, paying to the undersigned through this Responsible Intermediary, the Cash Amount of the Fractional Part (determined based on the methods set forth under Section F, Paragraph F.6 of the Offer Document and as defined therein) on the following terms.
<b>AUTHORISE</b>	<b>SHARE PORTION OF THE CONSIDERATION</b>
	the Responsible Intermediary to: <input type="checkbox"/> settle, directly or indirectly, the payment of the Share Portion through the deposit of No. _____ shares of Fnac Darty due to the undersigned based on No. 0.1 ordinary shares of Fnac Darty for each Share of the Issuer, through the registration, in dematerialized form, in the securities account No. _____, at _____ under the name of _____; <input type="checkbox"/> inform the Intermediary Responsible for Coordinating the Collection of Tenders of the Fractional Part due to the undersigned for the exchange with the Issuer’s Shares, equal to No. _____ shares of Fnac Darty, paying, directly or indirectly, the Cash Amount of the Fractional Part: 1. through transfer on the bank account No. _____ under the name of _____, at _____, IBAN _____; or



	<p>2. by means of a non-transferable check in the name of _____ to be _____.</p> <p style="text-align: center;"><b>CASH PORTION OF THE CONSIDERATION</b></p> <p>the Responsible Intermediary to:</p> <p><input type="checkbox"/> settle, directly or indirectly, the payment of the Cash Portion by:</p> <p>1. crediting the bank account no. _____ in the name of _____, at _____, IBAN _____; or</p> <p>2. by means of a non-transferable check in the name of _____ to be sent to _____</p> <p>for the amount of Euro _____ representing the total Cash Portion of the Consideration due for the Shares tendered to the Offer.</p>
<b>DECLARE</b>	<p>a) to be aware that the Offer is being launched exclusively in Italy as the Shares are listed only on Euronext Milan, and it is addressed, without distinction and on equal terms, to all shareholders of the Issuer;</p> <p>b) to be aware that the Offer has not been and will not be made in or into the United States, Canada, Japan, Australia and in any other jurisdictions where making the Offer or tendering therein would not be in compliance with the securities or other laws or regulations of such jurisdiction or would require any registration, approval or filing with any regulatory authority (such countries, including the United States, Canada, Japan and Australia, the “Excluded Countries”) (for further information see Section F, Paragraph F.4 of the Offer Document); and</p> <p>c) to (i) have not received and/or sent copies or originals of this Acceptance Form, the Offer Document and/or any document or information relating to the Offer, including the Exemption Document, from or to the Excluded Countries and to have not otherwise used in connection with the Offer, directly or indirectly, national or international instruments of communication or commerce of any of the Excluded Countries (including, by way of illustration, the postal network, fax, telex, e-mail, telephone and Internet, and/or any other electronic medium), or any structure of any of the Excluded Countries’ financial intermediaries and (ii) be outside of the Excluded Countries at the time of the delivery or execution of this Acceptance Form.</p>

*Pursuant to article 13 of the General Data Protection Regulation (EU) 2016/679 (the “GDPR”), the shareholders tendering in the Offer are informed that the personal data provided in this form will be processed, including through the use of information and computer systems, solely for the purposes directly related and instrumental to the Offer (e.g. collection of the tenders, control of their correctness and payment of the consideration), which is the legal basis for processing such data. The provision of personal data is necessary to perform the obligations under this Acceptance Form and, therefore, any refusal to provide in whole or in part the said personal data will result in the impossibility to tendering in the Offer. The personal data will be processed, in their role as separate and independent Data Controllers and solely for the purposes related and instrumental to each of their roles in this transaction, by the Responsible Intermediaries, the Intermediary Responsible for Coordinating the Collection of Tenders, the Offerors, the Depository Intermediaries as well as by the companies appointed by such data controllers to perform functional or supporting activities necessary to the transaction. With reference to the above-mentioned processing, the person providing the data may exercise any right specifically attributed by GDPR under the terms set forth in the privacy section made available on the channels of the Data Controllers. The data will be retained only for the period of time necessary for the pursuit of the aforementioned purposes, after which they will be stored in compliance with the ordinary limitation periods identified by the Italian Civil Code or by specific provisions of law, for administrative purposes and/or to assert or defend a right or a legitimate interest of the holders or of third parties.*

Place \_\_\_\_\_, Date \_\_\_\_\_

\_\_\_\_\_  
The tendering shareholder (or is/her representative)

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

The DEPOSITORY INTERMEDIARY receiving this Acceptance Form represents, at the time of presentation by the tendering shareholder (or his/her/its representative) and under its own responsibility:

- a) to be the depository of the abovementioned Shares owned by the tendering shareholder;
- b) to perform the formalities necessary for the transfer of the Shares to this Responsible Intermediary exclusively through Monte Titoli S.p.A., within and no later than the end of the Tender Period, or the last day of the possible Reopening of the Tender Period, subject to any extension or amendment to the Offer that may occur in accordance with the applicable laws and regulations.

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

## ACCEPTANCE FORM FOR THE VOLUNTARY PUBLIC TENDER AND EXCHANGE OFFER

pursuant to Articles 102 and 106, Paragraph 4, of Legislative Decree no. 58 of 24 February 1998 (“TUF”), as amended and supplemented (the “Offer”),  
launched by Fnac Darty SA (“Fnac Darty”) and RUBY Equity Investment S.à r.l. (“Ruby”), and together with Fnac Darty, the “Offerors”) for all of the ordinary shares of Unieuro S.p.A. (the “Issuer”) not already held by the Offerors

To the Responsible Intermediary _____ The undersigned (name or corporate name) _____ born in _____ on _____ tax code/VAT number _____ citizenship/nationality _____ resident in/with registered office at _____ Address _____ postal code _____ owner of No. _____ ordinary shares (the “Shares”) of the Issuer, without nominal value, regular dividend entitlement and freely transferable, of which I hereby represent that they are legitimately, exclusively and fully in my property and at my disposal as well as free of liens and encumbrances of any type and nature, whether <i>in rem</i> or personal, considering that the terms in capital letters not otherwise defined in this Acceptance Form shall have the same meaning as ascribed to them in the offer document prepared for the purpose of the Offer (the “Offer Document”),	
<b>REPRESENT</b>	to be aware of all the terms, conditions and procedures of the Offer (including the components, amount and the nature of the Consideration which shall be paid for each Share tendered to the Offer) as set out in the Offer Document prepared by the Offerors and in the exemption document (the “Exemption Document”) prepared by Fnac Darty for the purpose of the Offer and made available to the public at (i) the registered office of Fnac Darty (no. 9, Rue des Bateaux-Lavoires, ZAC Port d'Ivry, 94200 Ivry-sur-Seine, France); (ii) the registered office of the Intermediary Responsible for Coordinating the Collection of Tenders, Intesa Sanpaolo S.p.A., (Largo Mattioli no. 3, Milan, Italy); (iii) the registered office of the Responsible Intermediaries as indicated in the Offer Document; (iv) the website of Fnac Darty, <a href="http://www.fnacdarty.com">www.fnacdarty.com</a> and of the Global Information Agent, <a href="http://www.georgeson.com">www.georgeson.com</a> ;
<b>ACCEPT</b>	irrevocably the Offer for No. _____ Shares that: <input type="checkbox"/> are already deposited with you in the securities account No. _____ under the name of _____; <input type="checkbox"/> will be transferred in the above-mentioned account following settlement by stock exchange; <input type="checkbox"/> will be deposited with you simultaneously with the signing of this tender form (the “Acceptance Form”); <input type="checkbox"/> will be timely transferred to you/deposited with you by virtue of the mandate expressly accepted at the end of this Acceptance Form by the Depository Intermediary of the Shares indicated above;
<b>AUTHORISE</b>	the placing of the Shares indicated above in a temporary account at your bank set up solely for the purpose of this Offer, where applicable;
<b>AGREE</b>	henceforth with the transfer to the Offerors of the Shares placed into the said temporary account, granting you an irrevocable mandate to perform directly or indirectly in the name and on behalf of the undersigned all the necessary formalities in connection with the transfer of the Shares to the Offerors, against the delivery of the Consideration on the Payment Date, as defined in the Offer Document and as better specified therein;
<b>DECLARE</b>	<ul style="list-style-type: none"> <li>– to accept henceforth the cancellation of the transaction in the event that irregularities are found in the data contained in this Acceptance Form following the checks and controls performed after the delivery of the Shares;</li> <li>– to be aware that, in consideration of the fact that the Shares are subject to the dematerialization regime provided for by Articles 83-<i>bis</i> et seq. of the TUF, and by the Regulation adopted by CONSOB and Banca d'Italia Resolution of 22 February 2008, as subsequently amended and supplemented, the execution of the Acceptance Form also constitutes an irrevocable instruction given to the Responsible Intermediary (or to the relevant Depository Intermediary with which the Shares are deposited on securities account), to transfer the Shares on deposit with such intermediaries in favour of the Offerors;</li> </ul>
<b>ACKNOWLEDGE</b>	<ol style="list-style-type: none"> <li>1. that the tendering in the Offer is irrevocable, except in case of competing offers, pursuant to applicable laws and regulations;</li> <li>2. that the Offer will be completed only upon the fulfilment of the Conditions Precedent, or upon the waiver thereof by the Offerors, as explained and described in Section A, Paragraph A.1, of the Offer Document. Should one or more of the Conditions Precedent not be fulfilled (or be waived), the Offer will not be completed and the Shares tendered to the Offer will be made available to their holders, at no cost or expense to them, within the Trading Day following the date on which the failure to complete the Offer has been communicated by the Offerors;</li> <li>3. that the Tender Period started at 8:30 a.m., Italian time, on 2 September 2024 and will end at 5:30 p.m., Italian time, on 25 October 2024, (first and last day included), subject to the possible Reopening of the Tender Period and any extensions to the Offer that may occur in accordance with applicable laws and regulations, as provided in Section F, Paragraph F.1.1 of the Offer Document;</li> <li>4. that the consideration for the Offer (the “Consideration”) will be equal, for each Share tendered to the Offer, to:             <ol style="list-style-type: none"> <li>a. Euro 9.00 (the “Cash Portion”) and</li> <li>b. No. 0.1 newly issued Fnac Darty shares listed on the regulated market Euronext Paris (the “Share Portion”), as better described at Section E, Paragraph E.1, of the Offer Document;</li> </ol> </li> <li>5. that, if the result of the assignment of the Share Portion is not a whole number, the tendering shareholders will be entitled to receive the Cash Amount of the Fractional Part and that if a tendering shareholder tenders in the Offer a number of Shares lower than 10, such tendering shareholder will be entitled to receive only the Cash Amount of the Fractional Part, as indicated and defined in the Offer Document (Section F, Paragraph F.6);</li> <li>6. that the Consideration will be paid, as indicated in the Offer Document (Section F, Paragraphs F.5 and F.6), subject to potential extensions or amendments of the Offer disclosed in the manners and with the terms pursuant to the applicable law and regulations, on the fifth trading day following the end of the Tender Period (i.e. 1 November 2024) or on the fifth trading day following the end of the possible Reopening of the Tender Period (as defined in the Offer Document and as better specified therein). Such payment is subject to the completion of the formalities necessary to transfer the Shares to the Offerors;</li> <li>7. that Consideration is intended to be net of any Italian stamp duty, registration tax or financial transaction tax, to the extent due, and of fees, commissions, and expenses, which will be borne by the Offerors, while any income, withholding or substitute tax on capital gains, if due, will be borne by the shareholders tendering in the Offer;</li> <li>8. that the shareholders tendering in the Offer bear the entire risk of the Depository Intermediaries’ failing to deliver the Acceptance Forms and failing to deposit the Shares with the Intermediary Responsible for Coordinating the Collection of Tenders by the last valid day of the Tender Period or by the possible Reopening of the Tender Period and the risk that the Responsible Intermediaries or the Depository Intermediaries fail to transfer the Consideration or the Cash Amount of the Fractional Part to those entitled to receive it or delay such transfer.</li> </ol>
<b>DELEGATES</b>	irrevocably the Intermediary Responsible for Coordinating the Collection of Tenders, with reference to the Share Portion, to sell on the regulated market Euronext Paris, in the name and on behalf of the undersigned, any Fractional Part he/she would be entitled to, equal to No. _____ shares of Fnac Darty, deriving from the exchange against the Issuer’s Shares pursuant to Section F, Paragraph F.6, of the Offer Document, paying to the undersigned through this Responsible Intermediary, the Cash Amount of the Fractional Part (determined based on the methods set forth under Section F, Paragraph F.6 of the Offer Document and as defined therein) on the following terms.
<b>AUTHORISE</b>	<p style="text-align: center;"><b>SHARE PORTION OF THE CONSIDERATION</b></p> the Responsible Intermediary to: <ul style="list-style-type: none"> <li><input type="checkbox"/> settle, directly or indirectly, the payment of the Share Portion through the deposit of No. _____ shares of Fnac Darty due to the undersigned based on No. <b>0.1</b> ordinary shares of Fnac Darty for each Share of the Issuer, through the registration, in dematerialized form, in the securities account No. _____, at _____ under the name of _____;</li> <li><input type="checkbox"/> inform the Intermediary Responsible for Coordinating the Collection of Tenders of the Fractional Part due to the undersigned for the exchange with the Issuer’s Shares, equal to No. _____ shares of Fnac Darty, paying, directly or indirectly, the Cash Amount of the Fractional Part:             <ol style="list-style-type: none"> <li>1. through transfer on the bank account No. _____ under the name of _____, at _____, IBAN _____; or</li> </ol> </li> </ul>

	<p>2. by means of a non-transferable check in the name of _____ to be _____.</p> <p style="text-align: center;"><b>CASH PORTION OF THE CONSIDERATION</b></p> <p>the Responsible Intermediary to:</p> <p><input type="checkbox"/> settle, directly or indirectly, the payment of the Cash Portion by:</p> <p>1. crediting the bank account no. _____ in the name of _____, at _____, IBAN _____; or</p> <p>2. by means of a non-transferable check in the name of _____ to be sent to _____ for the amount of Euro _____ representing the total Cash Portion of the Consideration due for the Shares tendered to the Offer.</p>
<b>DECLARE</b>	<p>a) to be aware that the Offer is being launched exclusively in Italy as the Shares are listed only on Euronext Milan, and it is addressed, without distinction and on equal terms, to all shareholders of the Issuer;</p> <p>b) to be aware that the Offer has not been and will not be made in or into the United States, Canada, Japan, Australia and in any other jurisdictions where making the Offer or tendering therein would not be in compliance with the securities or other laws or regulations of such jurisdiction or would require any registration, approval or filing with any regulatory authority (such countries, including the United States, Canada, Japan and Australia, the “<b>Excluded Countries</b>”) (for further information see Section F, Paragraph F.4 of the Offer Document); and</p> <p>c) to (i) have not received and/or sent copies or originals of this Acceptance Form, the Offer Document and/or any document or information relating to the Offer, including the Exemption Document, from or to the Excluded Countries and to have not otherwise used in connection with the Offer, directly or indirectly, national or international instruments of communication or commerce of any of the Excluded Countries (including, by way of illustration, the postal network, fax, telex, e-mail, telephone and Internet, and/or any other electronic medium), or any structure of any of the Excluded Countries’ financial intermediaries and (ii) be outside of the Excluded Countries at the time of the delivery or execution of this Acceptance Form.</p>

*Pursuant to article 13 of the General Data Protection Regulation (EU) 2016/679 (the “GDPR”), the shareholders tendering in the Offer are informed that the personal data provided in this form will be processed, including through the use of information and computer systems, solely for the purposes directly related and instrumental to the Offer (e.g. collection of the tenders, control of their correctness and payment of the consideration), which is the legal basis for processing such data. The provision of personal data is necessary to perform the obligations under this Acceptance Form and, therefore, any refusal to provide in whole or in part the said personal data will result in the impossibility to tendering in the Offer. The personal data will be processed, in their role as separate and independent Data Controllers and solely for the purposes related and instrumental to each of their roles in this transaction, by the Responsible Intermediaries, the Intermediary Responsible for Coordinating the Collection of Tenders, the Offerors, the Depository Intermediaries as well as by the companies appointed by such data controllers to perform functional or supporting activities necessary to the transaction. With reference to the above-mentioned processing, the person providing the data may exercise any right specifically attributed by GDPR under the terms set forth in the privacy section made available on the channels of the Data Controllers. The data will be retained only for the period of time necessary for the pursuit of the aforementioned purposes, after which they will be stored in compliance with the ordinary limitation periods identified by the Italian Civil Code or by specific provisions of law, for administrative purposes and/or to assert or defend a right or a legitimate interest of the holders or of third parties.*

Place \_\_\_\_\_, Date \_\_\_\_\_

\_\_\_\_\_  
The tendering shareholder (or is/her representative)

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

The DEPOSITORY INTERMEDIARY receiving this Acceptance Form represents, at the time of presentation by the tendering shareholder (or his/her/its representative) and under its own responsibility:

- a) to be the depository of the abovementioned Shares owned by the tendering shareholder;
- b) to perform the formalities necessary for the transfer of the Shares to this Responsible Intermediary exclusively through Monte Titoli S.p.A., within and no later than the end of the Tender Period, or the last day of the possible Reopening of the Tender Period, subject to any extension or amendment to the Offer that may occur in accordance with the applicable laws and regulations.

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