Shareholders' agreement for the shares of YOOX NET-A-PORTER GROUP S.p.A. - Essential information pursuant to Article 122 of Legislative Decree 58/1998 and Article 130 of Consob Regulation 11971/1999

The essential information set out below represents a further update (pursuant to and for the purposes of article 131 of Consob Regulation n. 11971/1999) of the text published on 3 April 2015 and updated in order to reflect the intervened effectiveness, on 5 October 2015, of the merger by absorption of Largenta Italia S.p.A. into YOOX S.p.A. (now YOOX NET-A-PORTER GROUP S.p.A.), as in the last version published and also integrated on 5 January 2018.

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Pursuant to Article 122 of Legislative Decree 58/1998 (the "**TUF**") and Article 130 of Consob Regulation 11971/1999 (the "**Consob Regulation**"), please note the following.

1. INTRODUCTION

A. On 31 March 2015, YOOX NET-A-PORTER GROUP S.p.A. (formerly YOOX S.p.A.) (the "**Issuer**" or the "**Company**" or "**YNAP**"), Compagnie Financière Richemont SA ("**Richemont**" or "**CFR**") and Richemont Holdings (UK) Limited, a company fully controlled by Richemont ("**RH**" and, jointly with the Company and Richemont, the "**Parties**" and, individually, the "**Party**") signed an agreement (the "**Merger Agreement**") to integrate the activities of YOOX S.p.A. and The Net-A-Porter Group Limited ("**NAP**"), a company indirectly controlled by Richemont, partly through RH, by way of merger by absorption into YOOX S.p.A. (now YNAP) of Largenta Italia S.p.A. ("**Largenta Italia**"), a company indirectly controlling NAP (the "**Merger**").

B. At the same time as the signing of the Merger Agreement, the Parties also signed an agreement containing significant shareholders' undertakings pursuant to Article 122 of TUF, intended to govern principles relating to certain corporate governance aspects of the Company and the rules applying to the equity investments of RH in the same Company and the relative transfer (the "**Shareholders' Agreement**")

C. The Merger Agreement, as amended by the Parties on 24 April 2015, provides, *inter alia*, for a period of 3 years from the Effective Date of the Merger (as defined below) and until the approval by the ordinary Shareholders' Meeting of the Company of the financial statements as at 31 December 2017, that the board of directors of the Company will be composed of between twelve to fourteen members as follows:

(i) seven members will be those appointed by the Shareholders' Meeting of the Issuer of 30 April 2015, of which four of whom fulfil the requirements to be considered as an independent director pursuant to art. 148, paragraph 3, TUF;

(ii) from a minimum of two up to a maximum of four additional members who fulfil the requirements to be considered as an independent director pursuant to art. 148, paragraph 3, TUF; the Shareholders' Meeting of the Issuer, to be held within 45 days of the Effective Date of the Merger (as defined below), will be called to resolve, upon proposal of the board of directors, upon the increase in the number

of directors and upon the appointment of such directors and Richemont may provide comments on the choice operated by the Company;

(iii) two members (directly or indirectly) designated in the persons of Mr. Richard Lepeu and Mr. Gary Saage; and

(iv) Mrs. Natalie Massenet.

D. On 21 July 2015, the Shareholders' Meeting of the Issuer resolved:

(i) to approve the Merger, upon the conditions and according to the modalities set forth in the merger plan and to adopt, effective as of the Effective Date of the Merger (as defined below), new By-Laws (the "**New By-Laws**");

(ii) effective as of the Effective Date of the Merger (as defined below), to re-determine the number of members of the board of directors of the Company from No. 7 to No. 10 and to appoint, as further members of the administrative body, Richard Lepeu, Gary Saage and Natalie Massenet (who as at the Effective Date of the Merger has not accepted the appointment)[1];

(iii) to grant the Board of Directors of the Company with a delegation of powers pursuant to article 2433 of the Italian Civil Code, to be exercised within 3 years of the Effective Date of the Merger (as defined below), to increase the share capital on one or more occasions, via payment in cash in one or more tranches, up to a maximum of EUR 200,000,000, to be exercised within three years of the effective date of the Merger, for a total number of shares not exceeding 10% of the share capital of the Issuer r to be offered to shareholders; or reserved to strategic and/or industrial partners of the Company; or reserved to qualified investors pursuant to article 34-*ter*, paragraph 1, of the Consob Regulation; or may be executed through a combination of the aforementioned three alternatives (the "**Reserved Capital Increase**").

E. On 5 October 2015 (the "**Effective Date of the Merger**"), in accordance with the provisions of the merger deed entered into on 28 September 2015 between the Issuer and Largenta Italia, the Merger became effective and the Company accordingly increased its share capital through a capital increase of EUR 655,995.97, entailing the issue of a total of 65,599,597 shares (all with no indication of par value), implementing the exchange ratio of No. 1 newly issued share of the Company every No. 1 share of Largenta Italia, of which:

(i) No. 20,693,964 ordinary shares listed on the *Mercato Telematico Azionario* organised and managed by Borsa Italiana S.p.A. ("**MTA**") as all outstanding YNAP ordinary shares; and

(ii) No. 44,905,633 shares without voting rights, not listed on the MTA.

The New Ordinary Shares and the B Shares have been allocated to RH as sole shareholder of Largenta Italia.

[1] On 24 February 2017 the member of the Board of Directors Gary Saage tendered his resignations from his role as Director of the Company, effective from the date of the following Shareholders Meeting on 21 April 2017 when the shareholders appointed Cedric Charles Marcel Bossert as new Director.

F. Effective as of the Effective Date of the Merger, furthermore (a) the Company assumed the new company name of "YOOX NET-A-PORTER GROUP S.p.A." and in its abbreviated form "YNAP S.p.A.", and (b) the new By-Laws entered into force, pursuant to the Merger Agreement, including *inter alia* the following provisions:

(i) if the B Shares are transferred to an entity other than a related party (within the meaning of IAS and IFRS) of Richemont, the B Shares transferred will be automatically converted, with a 1:1 ratio (the "**Conversion Ratio**") into ordinary shares of the Company;

(ii) each shareholder owning B Shares will be entitled to convert, in the Conversion Ratio, all or part of the B Shares held, provided, however, that the total number of ordinary shares held after conversion by the shareholder that requested it (including in the calculation the ordinary shares held by the controlling entity, the subsidiaries and companies under joint control pursuant to Article 93 of TUF, hereinafter the "**Affiliates**") does not exceed 25% of the share capital of the Company represented by ordinary shares with voting rights;

(iii) in the event of a tender offer or exchange offer for at least 60% of the ordinary shares of the Company, every shareholder owning B Shares will be entitled to convert, in the Conversion Ratio, all or part of the B Shares held for the exclusive purpose of transferring to the offeror the ordinary shares arising from conversion; in such a case, however, the effectiveness of the conversion depends on the definitive effectiveness of the offer itself, and relates exclusively to the shares tendered to the offer and actually transferred to the offeror;

(iv) a mechanism aimed at limiting the rights of RH (and its related parties within the meaning of IAS and IFRS) to appoint members of the Board of Directors of the Issuer, ensuring that these entities cannot appoint more than two members of the Board of Directors of the Company.

G. On 18 April 2016, YNAP and Alabbar Enterprises S.à r.l. (the "**Investor**" or "**Alabbar Enterprises**") entered into a subscription agreement (the "**Subscription Agreement**") for the purpose of governing the Investor's commitment to invest in the share capital of the Company, by subscribing and paying up for newly issued ordinary shares in the context of the Reserved Capital Increase, as well as establishing certain further lock-up undertakings relating thereto[2]. On 18 April 2016, the Board of Directors resolved to increase YNAP share capital, exercising the Delegation, by an amount equal to EUR 100 million (including share premium) through the issuance of no. 3,571,428 new YNAP ordinary shares, with no par value, to be offered in subscription to the Investor (the "**Alabbar Capital Increase**"). On 22 April 2016, the Alabbar Capital Increase has been executed.

H. On 5 October 2016, and again on 11 September 2017, following the exercise by Richemont Holdings (UK) Limited of the statutory right mentioned under letter F above, in order to re-establish its shareholding to 25% of the outstanding voting share capital, the Company executed the conversion – respectively - of no. 1,999,495 and 92,993 B shares into no. 1,999,495 and 92,993 YNAP ordinary shares and allotted

[2] Such additional undertakings had a duration of 18 months and thus expired on 18 October 2017.

them to Richemont Holdings (UK) Limited. Therefore, Richemont shareholding now amounts to no. 22,786,452 ordinary shares and to no. 42,813,145 B shares.

I. On 20 January 2018 YNAP received from Richemont an offer containing an irrevocable undertaking by Richemont to announce - by 22 January 2018, 9.00 am, its decision to launch through RLG Italia Holding S.p.A. (the "**Offeror**"), a company indirectly fully owned by Richemont - a voluntary tender offer on 100% of the ordinary shares of YNAP (the "**Offer**") that will be issued and outstanding, other than the shares already owned by Richemont and its affiliates; the above subject to, among other things, the waiver of a standstill provision undertook by CFR (and its affiliates) pursuant to art. 5.1 of the Shareholders' Agreement and the termination of the Sharehelder's Agreement itself, as better specified below.

J. On 22 January 2018 Richemont announced, pursuant to art. 102, paragraph 1, of TUF, its decision to launch the Offer through the Offeror in accordance with the terms set out – or referred to - in the same announcement released in accordance with Article 102, paragraph 1, of TUF (the "**102 Announcement**").

K. As a consequence of the undertaking to announce its decision to launchthe Offer through the Offeror and subject to the release – and filing with Consob - of the 102 Announcement by 22 January 2018, 9.00 am, on 21 January 2018, CFR and RH executed an amendment agreement to the Shareholders' Agreement (the "**Amendment Agreement**") under which: **(a)** YNAP waived the standstill undertook by Richemont (and by its affiliates) pursuant to art. 5.1 of the Shareholders' Agreement, under the terms and conditions outlined in point 5.2 below; and (ii) agreed to amend the provisions related to the duration of the Shareholders' Agreement, as outlined in point 6 below.

2. TYPE OF AGREEMENT

The shareholders' undertakings contained in the Shareholder's Agreement, summarised under point 5 below, represent significant shareholders' undertakings pursuant to Article 122, paragraph 1 and paragraph 5, letters a) and b) of TUF.

3. COMPANIES WHOSE FINANCIAL INSTRUMENTS ARE SUBJECT TO SHAREHOLDERS' AGREEMENTS

The shareholders' undertakings contained in the Shareholders' Agreement relate to all YNAP shares held by RH and accordingly, (as at 26 January 2018): (a) No. 22,786,452 YNAP ordinary shares, representing 24.971% of the ordinary share capital with voting rights of the Issuer; and (b) No. 42,813,145 B shares, representing the entire size of B shares issued by YNAP.

YNAP is a joint stock company (*società per azioni*) governed by Italian law, with registered office in Milan. It is registered with the Milan Companies Register under no. 02050461207, and has a share capital (26 January 2018) of EUR 1,340,627.17, fully subscribed and paid in, represented by aggregate 134,062,717 shares with no indication of par value, of which No. 91,249,572ordinary shares, admitted to trading on the MTA and No. 42,813,145B shares without voting rights, not listed on the MTA.

As at the 26 January 2018, the Issuer holds 17,339 treasury shares, representing 0.013% of the entire share capital.

As at 26 January 2018, no shareholders exercise control over the Issuer pursuant to Article 93 of TUF.

4. PARTIES TO THE SHAREHOLDERS' AGREEMENT AND FINANCIAL INSTRUMENTS HELD BY THE SAME

The shareholders' undertakings contained in the Shareholders' Agreement have binding effects on Richemont, RH and the Company.

As at 26 January 2018:

– Richemont is a joint stock company (*société anonyme*) governed by Swiss law, with registered office at 50 Chemin de la Chênaie, Bellevue, Geneva, CP30 1293, Switzerland, and a share capital of CHF 574,200.000 (fully paid in), registered with the Geneva Companies Register under no. CHE-106.325.524.

  Richemont is controlled by Compagnie Financière Rupert, a *société en commandite par actions* (partnership limited by shares) governed by Swiss law, with registered office at 2 Chemin des Mastellettes, Bellevue, Geneva CP30 1293, Switzerland, and registered with the Geneva Companies Register under no. CHE-101.498.608. It owns 522,000,000 Class B shares of Richemont, representing 9.1% of the share capital, and controls 50% of Richemont's voting capital.

  For information relating to stakes held by Richemont, thorough RH, in the Issuer please refer to Recital E.

– RH is a private company limited by sh ares governed by English law, with registered office at 15 Hill Street, London, W1J 5QT, and a share capital of GBP 1,078,671,534. Its registration number is 02841548.

  RH is indirectly controlled by Compagnie Financière Rupert, a *société en commandite par actions* (partnership limited by shares) governed by Swiss law, with registered office at 2 Chemin des Mastellettes, Bellevue, Geneva CP30 1293, Switzerland, and registered with the Geneva Companies Register under no. CHE-101.498.608. Compagnie Financière Rupert owns 522,000,000 Class B shares of Richemont, representing 9.1% of the share capital, and controls 50% of its voting capital. In turn, Richemont indirectly owns 100% of the share capital of RH.

  As at 26 January 2018, RH participates in the share capital of YNAP as follows: (a) No. 22,786,452 ordinary shares, representing 24.971% of the ordinary share capital with voting rights of the Issuer; and (b) No. 42,813,145 B shares without voting rights, representing the entire size of B shares issued by YNAP.

– YNAP: for information regarding YNAP, please refer to point 3 above.

5. SHAREHOLDERS' UNDERTAKINGS CONTAINED IN THE SHAREHOLDERS' AGREEMENT

5.1. *Governance of YNAP*

5.1.1. *Confirmation and reappointment of the Chief Executive Officer*

To preserve the independence of YNAP's management and the joint businesses of the two companies participating to the Merger, Richemont agreed that it is in the interest of the Parties that the incumbent Chief Executive Officer of YNAP, Federico Marchetti (the "**CEO**"), be reappointed for the period from the Effective Date of the Merger until the date of the Shareholders' Meeting of the Company called to approve the financial statements for the year ended 31 December 2017 (the "**First Term**"), maintaining the current delegation of powers to manage all of YNAP's businesses.

To this end, pursuant to the Shareholders' Agreement, when the First Term expires, RH undertook to perform (and Richemont undertook to procure that RH performs) to the following:

(i) vote in favour of the appointment of Federico Marchetti as a Director of the Company for a further three years term, and, therefore, to vote in favour of the slate of candidates presented by the Board of Directors on which Federico Marchetti appears, provided that two candidates nominated by Richemont are also included among the first nine candidates on such slate;

(ii) exercise the powers held by RH as a shareholder of the Company to support the appointment of Federico Marchetti as CEO of YNAP for a further three years period, under terms and conditions that are no less favourable than in the First Term,

in each case provided that Federico Marchetti will be in office when the First Term expires.

5.1.2. *Nominations Committee*

The Company's Nominations Committee will include among its members at least one director designated by Richemont; the first member of the Nominations Committee designated by Richemont is Richard Lepeu, appointed on 11 November 2015.

5.1.3. *Capital Increase*

If the Capital Increase is not offered granting the option right in accordance with Recital D., the execution of the Capital Increase will require and will be subject to a vote in favour of one director designated by Richemont.

5.1.4. *Incentive plan*

For matters within their competence, each of the Parties will do everything necessary to procure the implementation of new share-based incentive plans to be resolved upon by YNAP post-Merger as soon as practicable after the Effective Date of the Merger and in compliance with the principles of the Shareholders' Agreement, which stipulate, *inter alia*, that a number of shares not exceeding 5% of YNAP's share capital (calculated on a fully-diluted basis) be used to serve these plans, with a portion of these shares to be allocated to the CEO when the relative rights are allocated.

5.1.5. *Lock-up*

(a) For a period of three years from the Effective Date of the Merger, in relation to a number of shares of YNAP (with voting rights and B Shares) representing:

- 25% of YNAP's total share capital, including at least one B Share, and
- 25% of the shares of YNAP (including, for the sake of clarity, shares with voting rights and B Shares) issued after the Capital Increase and subscribed by RH,

(the "**Lock-up YNAP Shares**"),

RH may not, directly or indirectly, and Richemont shall procure that RH does not, directly or indirectly, do any of the following without prior written consent from YNAP:

- offer, sell, contract to sell or otherwise dispose of , or enter into any transaction whose purpose is, or which results in, the transfer of any YNAP Lock-up Shares or any right over YNAP Lock-up Shares, in any form, including any financial instrument that grants the right to purchase, subscribe for, convert into and/or exchange for Lock-up YNAP Shares; or
- enter into any derivative contract relating to Lock-up YNAP Shares or put in place any derivative operation with any of the consequences described above (even if the consequences are solely economic).

(b) The provisions of 5.1.5 (a) above do not prevent RH or any other Affiliate of Richemont from selling any YNAP Lock-up Share, provided that Richemont or the Affiliate of Richemont has previously adhered in writing to this Shareholders' Agreement and has undertaken to comply with all the commitments arising therefrom.

(c) As an exception to the provisions of point 5.1.5 (a) above, the restrictions therein do not restrict RH or any Affiliate of Richemont from accepting - under the terms and conditions provided for in the New By-Laws - a tender offer or an exchange offer made to all holders of YNAP shares or holders representing at least 60% of the capital of YNAP, and made on terms that treat the holders of shares alike.

5.2. *Standstill*

(a) Neither Richemont, nor any of its Affiliates may, without prior written consent from the Company, for a period of three years after the Effective Date of the Merger, acquire shares or other financial instruments of YNAP (including options or derivatives relating to shares of YNAP), other than:

(i) the New Ordinary Shares issued to RH on the Effective Date of the Merger; and

(ii) any newly-issued share of YNAP to be issued as a result of the Capital Increase or any subsequent capital increase.

(b) The provisions set out under point 5.2(a)(i) above shall not prevent Richemont or any of its Affiliates from:

(i) acquiring any shares of YNAP from Richemont or from an Affiliate of Richemont, pursuant to points 5.2(a)(i) and 5.2(a)(ii) above; or

(ii) converting any B Shares into ordinary shares of YNAP, provided that the overall percentage of shares with voting rights held by Richemont and its Affiliates does not exceed 25% of the voting share capital of YNAP.

(c) Notwithstanding the provisions set out in 5.2(b) above, the limits described under this point 5.2 shall not prevent Richemont or any of its Affiliates from making a competing general tender offer for YNAP shares or from acquiring additional YNAP shares if a third party not related to Richemont makes a tender offer for YNAP shares or announces its binding and irrevocable intention to make such an offer.

According to the Amendment Agreement YNAP – as a consequence of Richemont undertaking to announce its decision to launch, through the Offeror, the Offer and subject to the release – and filing with Consob - of the 102 Announcement within 22 January 2018, 9.00 am[3], - consented pursuant to and to the effect of art. 5.1 (Standstill) of the Shareholders' Agreement to the announcement and to the tender Offer, and further consented to the purchasing of YNAP shares in the context of the Offer under the terms and conditions set out hereunder, and to the performance of any connected act.

5.3. *Undertaking not to subscribe to shareholders' agreements*

Richemont and RH undertook, for a period of three years as of the Effective Date of the Merger, not to enter into any significant shareholders' agreement within the meaning of Article 122 of TUF.

6. DURATION OF THE SHAREHOLDERS' AGREEMENT AND THE SHAREHOLDERS' UNDERTAKINGS CONTAINED THEREIN

The Shareholders' Agreement entered into force on 5 October 2015 (corresponding to the Effective Date of the Merger) and will have a duration of three years lapsing from such date.

According to the Amendment Agreement the Parties agreed – subject to the release – and filing with Consob - of the 102 Announcement within 22 January 2018, 9.00 am[4] - to terminate by mutual consent the Shareholders' Agreement – with consequent termination of its validity and any effect thereof – with effect from, and subject to, the declaration of the occurrence, or of the waiver of, all the conditions set out by the Offer and according to the terms set out therein.

7. ENTITY EXERCISING CONTROL PURSUANT TO ARTICLE 93 OF THE TUF

By virtue of the covenants contained in the Shareholders' Agreement, none of the parties may exercise control over the Issuer pursuant to Article 93 of TUF.

8. FILING WITH THE COMPANIES REGISTER

[3] As indicated in point J of the Introduction, the 102 Announcement was disseminated on 22 January 2018 prior to 9.00 am.

[4] As indicated in point J of the Introduction, the 102 Announcement was disseminated on 22 January 2018 prior to 9.00 am.

The Shareholders' Agreement was filed with the Bologna Companies Register on 3 April 2015. The filing details are No. PRA/20045/2015. The notice relating to the update of the essential information relating to the shareholders' undertakings contained in the Shareholders' Agreement was filed with the Milan Companies Register on 9 October 2015, with the following filing details: N. PRA/286652/2015.

The Amendment Agreement was filed with the Milan Companies Register on 25 January 2018.

9. WEBSITE WHERE INFORMATION ON THE SHAREHOLDERS' UNDERTAKINGS CONTAINED IN THE SHAREHOLDERS' AGREEMENT IS PUBLISHED

Essential information on the shareholders' undertakings contained in the Shareholders' Agreement are published, pursuant to Article 130 of Consob Regulation, on the Issuer's website, www.ynap.com.

26 January 2018