

Extract of the shareholders' agreements containing the essential information pursuant to art. 122 of the Legislative Decree of 24 February 1998, no. 58 ("TUF") and art. 130 of Consob Regulation of 14 May 1999, no. 11971/1999, as amended and supplemented (the "Issuers Regulation")

ESPRINET S.p.A.

Pursuant to art. 122 of the TUF and to art. 130 of the Issuers Regulation, notice is hereby given that on 31 March 2015 a shareholders' agreement (the "**Agreement**") was entered into by and between Messrs Francesco Monti, born in Bovisio Masciago, on 1 April 1946, resident in Bovisio Masciago, Via Col di Lana no. 7 (Italy), VAT Code MNTFNC46D01B105E, Paolo Stefanelli, born in Ascoli Piceno, on 6 May 1938, resident in Milan, via Sismondi, no. 6 (Italy), VAT Code STFPLA38E06A462S, Tommaso Stefanelli, born in Milan, on 19 January 1982, resident in Milan, via Zanella, no. 10, VAT Code STFTMS82A19F205K, Matteo Stefanelli, born in Milan, on 2 January 1975, resident in Milan, via Rosmini, no. 3 (Italy), VAT Code STFM75A02F205K, Maurizio Rota, born in Milan, on 22 December 1957, resident in Agrate Brianza, Via G. Mazzini, no. 87 (Italy), VAT Code RTOMRZ57T22F205R and Alessandro Cattani, born in Milan, on 15 August 1963, resident in Milan, Via L. Anelli (Italy), no. 4, CTTLN63M15F205R (collectively, the "**Subscribers**"), in relation to no. 17,577,985 ordinary shares (the "**Shares**") of Esprinet S.p.A. ("**Esprinet**" or the "**Company**"); the Agreement has effectiveness from 31 March 2015 and duration pursuant to paragraph 5 (*Duration of the Agreement*) below.

1. Company whose securities are subject of the Agreement

The Agreement has been entered into in relation to ordinary shares of Esprinet S.p.A., headquartered in 20871 Vimercate (MB), Via Energy Park, no. 20, Italy, registered in the Register of Companies of Monza and Brianza, VAT Code 05091320159, (hereinafter "**Esprinet**" or the "**Company**") with a share capital of Euro 7,860,651.00 divided into n. 52,404,340 ordinary shares with a nominal value of Euro 0.15 each.

2. Subscribers of the Agreement and Shares subject of the Agreement

2.1 The Shares subject of the Agreement are no. 17,577,985 ordinary Shares of ESPRINET representing a total of 33.541% of the Shares representing the entire share capital.

2.2 The Subscribers of the Agreement are listed in the following chart showing the number of Shares contributed by each Subscriber:

Column 1	Column 2	Column 3	Column 4
Shareholder	Shares contributed	% on the share capital of Euro 7,860,651.00 divided into no. 52,404,340 ordinary shares	% of the total number of shares of the Agreement
Francesco Monti ¹	8,232,070	15.709%	46.831%
Paolo Stefanelli	4,606,298	8.789%	26.205%
Tommaso Stefanelli	885,000	1.603%	5.035%
Matteo Stefanelli	840,307	1.688%	4.780%
Maurizio Rota	2,514,310	4.798%	14.304%
Alessandro Cattani	500,000	0.954%	2.845%
Totale	17,577,985	33.541%	100.000%

¹ Holder of the full ownership in relation to no. 2,058,019 Shares and the usufruct right in relation to n. 6,174,051 Shares

3. Subscriber which, through the Agreement, may exercise the control over the Company

There are not Subscribers to the Agreement that individually, directly and/or through the Agreement exercise the control over the Company pursuant to the primary and secondary legislation on this subject and, in particular, pursuant to article 93 of the TUF.

4. Content of the Agreement

The Subscribers have set up, by means of the Agreement, a voting syndicate ("**Voting Syndicate**") with reference, and limited, to the ordinary agenda of the shareholders' meeting convened to approve the financial statements of Esprinet S.p.A. as at 31 December 2014, with reference to every shareholders' meeting call, and convened, at the present date, on first call on 28 April 2015, and, on second call on 30 April 2015 (the "**Shareholders' Meeting**").

4.1 Voting Syndicate

4.1.1 Board of Directors of ESPRINET

For the purposes of appointing the members of the Board of Directors of the Company, the Subscribers have committed: (i) to vote a Board of Directors composed of twelve members and to jointly submit and vote a single list of candidates and (ii) to vote favorably on the compensation of the members of the corporate boards and on the compensation plan ("*Long Term Incentive Plan*") pursuant to art. 114-*bis* of the TUF, in accordance with the proposed resolution referred to in the relevant report of the Board of Directors of the Company and in the relevant information document already available to the public.

4.1.2 Board of Statutory Auditors of ESPRINET

For the purposes of appointing the members of the Board of Statutory Auditors, the Subscribers have committed to jointly submit and vote a single list of candidates.

4.1.3 Other resolution subjects

The Subscribers have committed to vote for the proposal of purchase authorization and disposal of Esprinet own Shares according to the resolution proposal under the relevant report of the Board of Directors of the Company prepared pursuant to art. 73 of the Issuers Regulation and already available to the public.

4.1.4 Lack of further commitments to vote

The Subscribers have not assumed any commitment with reference to the voting exercise on the matters relating to the extraordinary agenda of the Shareholders' Meeting.

5. Duration of the Agreement

The Agreement has duration and validity until the end of the Shareholders' Meeting, subject to the appointment of the candidates on the lists that will be jointly submitted, respectively, with reference to the Board of Directors and the Board of Statutory Auditors of the Company and to a favorable vote on the resolutions set out in the Agreement. Following the expiration of such term, the Agreement shall be deemed ineffective.

6. Representation of lack of purchases

Each of the Subscribers represented and warranted to the other parties of the Agreement that it has not increased the number of ESPRINET ordinary shares held during the 12 months preceding the date of the Agreement.

7. Availability of the Shares

The Shares are deposited on the individual accounts of the Subscribers to the Agreement.

8. Arbitration

Any dispute in relation to the interpretation, validity, performance, effectiveness and termination of the Agreement, that cannot be settled amicably between the Subscribers, will be assigned to the ritual procedure under the Italian Civil Procedure Code and the law of an Arbitration Board composed of three members appointed, at the request of the more diligent Subscriber, by the President of the Court of Milan.

The arbitration shall be held in Milan. The Court of Milan shall be the exclusive competent court in relation to the disputes that, according to law provisions, cannot be subject of an arbitration procedure; the Court of Milan will also be the exclusive competent court for any measure of the Judicial Authority in any way related to the Agreement.

9. Filing

The Agreement has been filed on 2 April 2015 with the Register of Companies of Monza and Brianza with protocol number PRA/14521/2015/CMBAUTO.