



**HUGO BOSS**

INVITATION TO THE ANNUAL SHAREHOLDERS' MEETING

# INVITATION TO THE ANNUAL SHAREHOLDERS' MEETING

## HUGO BOSS AG, METZINGEN

– ISIN DE000A1PHFF7 (securities identification number (WKN) A1PHFF) –

Shareholders are cordially invited to the **Ordinary Annual Shareholders' Meeting** to be held

**at 10 a.m. on Thursday, May 16, 2013**

at the Internationales Congresszentrum Stuttgart ICS, Messepiazza, Saal C1, 70629 Stuttgart.

## AGENDA

- 1. Presentation of the established annual financial statements for the period ending December 31, 2012 and the report of the Managing Board for HUGO BOSS AG, the approved consolidated annual financial statements for the period ending December 31, 2012 and the report of the Managing Board for the HUGO BOSS Group as well as the report of the Supervisory Board, the proposal of the Managing Board for the appropriation of the net profit for the 2012 financial year and the explanatory report on disclosures pursuant to Sect. 289 (4) and (5) and Sect. 315 (2) No. 5 and (4) of the German Commercial Code (HGB) for the 2012 financial year**

The documents referred to under Agenda item 1 are available on the Internet via <http://group.hugoboss.com> under item "Annual Shareholders' Meeting 2013"; link to "Investor Relations/Events/Annual Shareholders' Meeting". Furthermore, the documents will be available at the Annual Shareholders' Meeting in which they will be further explained. In accordance with legal requirements, no resolution will be taken with respect to Agenda item 1, as the Supervisory Board has already approved the annual financial statements and the consolidated annual financial statements. The annual financial statements are thereby established.

- 2. Resolution on the appropriation of net profit for the 2012 financial year**

The Managing and Supervisory Boards propose a resolution to appropriate the net profit of HUGO BOSS AG for the 2012 financial year in the amount of 219,648,000.00 EUR as follows:

Payment of a dividend of 3.12 EUR per ordinary registered share with dividend rights (69,016,167 ordinary registered shares) for the 2012 financial year  
= 215,330,441.04 EUR

The German Stock Corporation Act ("AktG") provides that own ordinary registered shares held by HUGO BOSS AG at the time of the resolution of the Annual Shareholders' Meeting are not entitled to dividend. The amount attributable to ordinary registered shares not en-

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titled to dividend, currently 1,383,833 ordinary registered shares, namely 4,317,558.96 EUR, will be carried forward to the new account.

If the number of own shares held by HUGO BOSS AG were to rise or fall by the time of the Annual Shareholders' Meeting, the proposal on the appropriation of net profit to be put to the Annual Shareholders' Meeting would be adjusted accordingly. There would be no change to the distribution of 3.12 EUR per ordinary registered share with dividend rights.

**3. Resolution on the grant of formal approval for the acts of the members of the Managing Board in the 2012 financial year**

The Managing and Supervisory Boards propose that the members of the Managing Board incumbent in the 2012 financial year be granted formal approval for that period.

**4. Resolution on the grant of formal approval for the acts of the members of the Supervisory Board in the 2012 financial year**

The Managing and Supervisory Boards propose that the members of the Supervisory Board incumbent in the 2012 financial year be granted formal approval for that period.

**5. Election of auditors and group auditors for the 2013 financial year as well as of auditors for the review (prüferische Durchsicht) of the abbreviated financial statements and of the interim report of the Managing Board for the first half of the 2013 financial year**

Based on the recommendation of the audit committee, the Supervisory Board proposes to resolve:

Ernst & Young GmbH Wirtschaftsprüfungsgesellschaft  
Mittlerer Pfad 15  
70499 Stuttgart

is appointed as auditor of the financial statements and consolidated financial statements for the 2013 financial year and to review the abbreviated financial statements and the interim report of the Managing Board (Secs. 37w, 37y of the German Securities Trading Act (WpHG)) for the first half of the financial year 2013, if these are reviewed.

**6. Resolution on the approvals of the agreements amending existing control and profit transfer agreements**

In 2004 HUGO BOSS AG entered into a control and profit transfer agreement with its wholly-owned subsidiary HUGO BOSS Beteiligungsgesellschaft mbH, Metzingen (previously operating under the name of MH shoes & accessories GmbH, Düsseldorf), and in 1980 the legal predecessor of HUGO BOSS AG entered into a control and profit and loss transfer agreement with its wholly-owned subsidiary HUGO BOSS Internationale Beteiligungs GmbH, Metzingen (previously operating under the name of Holy's Exclusive Herrenmoden GmbH, Stuttgart). These agreements form the basis for so-called financial affiliations between these companies and HUGO BOSS AG.

The law for modifying and simplifying company taxation and travel-expense-related tax law dated February 20, 2013, determines that for the fiscal recognition of a financial affiliation in such a constellation as the one at hand regarding the regulation of the absorption of los-

ses, a so-called dynamic reference is a prerequisite; i.e., a reference between the parties to the agreement concerning the provisions of Sect. 302 AktG as amended from time to time. Following a period of transition, this new statutory provision is to be applied also to agreements entered into before the law entered into effect.

In order to legally continue the financial affiliations between the aforementioned companies and HUGO BOSS AG, the agreements need therefore to be amended in order to comply with the new statutory provisions. In addition, on this occasion, the agreements shall be amended with regards to the profit transfer in order to contain a dynamic reference to the legal provisions of Sect. 301 AktG.

Therefore, HUGO BOSS AG has entered into Amendment Agreements with its aforementioned subsidiaries. In order to enter into effect, these require the approval of the respective shareholder's meeting of each of the aforementioned subsidiaries, which was already obtained, as well as approval by the Annual Shareholders' Meeting of HUGO BOSS AG.

The Amendment Agreements, in which HUGO BOSS AG is named Parent Company and the subsidiary is named Controlled Company, read as follows.

**a. In case of the Amendment Agreement among HUGO BOSS AG and HUGO BOSS Beteiligungsgesellschaft mbH:**

*"1. Sect. 2 para. 1 of the Agreement will be amended and replaced by the following sentence:*

*"The Controlled Company is obliged to transfer its entire profit pursuant to § 301 AktG as amended from time to time to the Parent Company."*

*2. Sect. 3 of the Agreement will be amended and replaced by the following sentence:*

*"The Parent Company is obliged to compensate losses in accordance with all provisions of § 302 AktG as amended from time to time."*

*3. All other parts of the Agreement remain unaffected.*

*4. This Amendment Agreement will enter into effect from the beginning of the financial year in which it will be entered into the commercial register of the Controlled Company."*

**b. In case of the Amendment Agreement among HUGO BOSS AG and HUGO BOSS Internationale Beteiligungs GmbH:**

*"1. Section 2a) and b) of the Agreement will be amended and replaced by the following sentence:*

*"The Controlled Company is obliged to transfer its entire profit pursuant to § 301 AktG as amended from time to time to the Parent Company."*

*2. Section 2 c) of the Agreement will be amended and replaced by the following sentence which will be Section 2b):*

*"The Parent Company is obliged to compensate losses in accordance with all provisions of § 302 AktG as amended from time to time."*

*3. All other parts of the Agreement remain unaffected.*

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4. *This Amendment Agreement will enter into effect from the beginning of the financial year in which it will be entered into the commercial register of the Controlled Company."*

The Managing and Supervisory Boards therefore propose to resolve as follows:

- a. The Amendment Agreement dated March 15, 2013 between HUGO BOSS AG and HUGO BOSS Beteiligungsgesellschaft mbH to amend the control and profit transfer agreement dated March 29, 2004, is approved.
- b. The Amendment Agreement dated March 15, 2013 between HUGO BOSS AG AG and HUGO BOSS Internationale Beteiligungs GmbH to amend the control and profit and loss transfer agreement dated March 19, 1980, is approved

**Reports of the Managing Board on Agenda Item 6 pursuant to Sect. 293a AktG**

**Agenda Item 6a): Report of the Managing Board of HUGO BOSS AG and of the management of HUGO BOSS Beteiligungsgesellschaft mbH regarding the agreement dated March 15, 2013 between HUGO BOSS AG and HUGO BOSS Beteiligungsgesellschaft mbH to amend the control and profit and loss transfer agreement dated March 29, 2004**

In order to keep the shareholders informed and to prepare the resolution at the Annual Shareholders' Meeting, the Managing Board of HUGO BOSS AG and the management of HUGO BOSS Beteiligungsgesellschaft mbH have reported jointly in writing on the agreement dated March 15, 2013 between HUGO BOSS AG ("HUGO BOSS AG") and HUGO BOSS Beteiligungsgesellschaft mbH, Metzingen, (previously operating under the name of HM shoes & accessories GmbH, Düsseldorf, "Controlled Company") to amend the control and profit and loss transfer agreement dated March 29, 2004 (the "Amendment Agreement"), hereby published in full:

**Existing control and profit and loss transfer agreement dated March 29, 2004**

On March 29, 2004, HUGO BOSS AG entered into a control and profit and loss transfer agreement (hereinafter also called "Agreement") with Controlled Company, a wholly-owned subsidiary without external shareholders which entered into effect upon entry in the commercial register of Controlled Company and serves to establish a financial affiliation pursuant to Secs. 14 and 17 German Corporation Tax Act (Körperschaftsteuergesetz - KStG) between HUGO BOSS AG and Controlled Company. The financial affiliation serves, beginning with the 2005 financial year, to bring about the consolidated income taxation of Controlled Company as the affiliated company and HUGO BOSS AG as the parent company. Further the Agreement avoids that dividends paid by Controlled Company to HUGO BOSS AG are subject to taxation at HUGO BOSS AG as non-deductible operating expenses in the amount of 5%.

The Agreement particularly includes the obligation for Controlled Company to transfer its profits to HUGO BOSS AG as well as the obligation for HUGO BOSS AG to absorb the losses of Controlled Company.

The Agreement was concluded for an undefined term, first becoming eligible to be duly terminated upon December 31, 2009. If not terminated, the Agreement is extended in each case for another fiscal year. The right to termination for cause remains unaffected.

**Legal and economic reasons for the Amendment Agreement dated March 15, 2013 to amend the control and profit and loss transfer agreement dated March 29, 2004**

With the Amendment Agreement dated March 15, 2013, HUGO BOSS AG and Controlled Company have amended the profit and loss agreement dated March 29, 2004. To enter into effect the Amendment Agreement requires the consent of the Annual Shareholders' Meeting of HUGO BOSS AG. Managing and Supervisory Boards of HUGO BOSS AG will propose for resolution to approve the Amendment Agreement in the Annual Shareholders' Meeting called for May 16, 2013. In addition, the consent of the shareholders' meeting of HUGO BOSS Beteiligungsgesellschaft mbH is required such consent to be proposed for resolution by the shareholders' meeting called for March 15, 2013. According to its Section 4 in connection with Secs. 295 para. 1 sentence 2, 294 para. 2 AktG the Amendment Agreement will enter into effect with the beginning of the fiscal year of the Controlled Company in which it will be registered with the commercial register of the Controlled Company.

The essential content and background of the Amendment Agreement are outlined as follows:

In section 1 of the Amendment Agreement, the current reference to Sect. 301 AktG in Sect. 2 para. 1 of the control and profit and loss transfer agreement is replaced by a dynamic reference to Sect. 301 AktG as amended from time to time. If the legislature amends Sect. 301 AktG in the future, said amendments shall also apply via the regulations of the control and profit and loss transfer agreement to the relationship between HUGO BOSS AG and Controlled Company.

In section 2 of the Amendment Agreement, the current Sect. 3 of the control and profit and loss transfer agreement which currently contains the obligation and the extent of the absorption of losses by referring to Sect. 302 para. 1 and 3 AktG, is replaced by a reference to the provisions of Sect. 302 AktG as amended from time to time. The reason for this change is the new version of Sect. 17 sentence 2 No. 2 KStG as a result of the law for modifying and simplifying company taxation and travel-expense-related tax law, dated February 20, 2013, (BGBl. I, p. 285.) According to said law, a profit and loss transfer agreement wherein a limited liability company (GmbH) is an affiliated company may only continue to be recognized for tax purposes if the agreement itself expressly agrees to an absorption of losses through reference to the provisions of Sect. 302 of the German Stock Corporation Act as amended from time to time. Thus, tax law requires an explicit and dynamic reference to Sect. 302 AktG, meaning a reference to Sect. 302 AktG as amended from time to time. If the legislature amends Sect. 302 AktG in the future, said amendments shall also apply via the regulations of the control and profit and loss transfer agreement to the relationship between HUGO BOSS AG and Controlled Company.

According to the transitional rule provided by the law for modifying and simplifying company taxation and travel-expense-related tax law dated February 20, 2013, the new version of Sect. 17 sentence 2 No. 2 KStG applies both for profit and loss transfer agreements entered into or amended at the time the law comes into effect as well as, following a period of transition, such agreements entered into before the law comes into effect ("old agreements"). Partly due to recent comments from financial authorities, the extent of the transitional rule for old agreements is, however, uncertain. Therefore, the control and profit and loss transfer

agreement dated March 29, 2004 shall for reasons of precaution be amended to comply with the new version of Sect. 17 sentence 2 No. 2 KStG, in order to legally continue with the financial affiliation.

Section 3 of the Amendment Agreement explicitly states that all other parts of the Agreement remain unaffected.

Pursuant to statutory requirements, in section 4 it is made clear that the Amendment Agreement shall only enter into effect from the beginning of the fiscal year of the Controlled Company in which the Amendment becomes effective by being entered in the commercial register of Controlled Company. An entry with the commercial register of HUGO BOSS AG is not necessary.

**No indemnity or compensation claims, no examination of the Amendment Agreement**

As HUGO BOSS AG held all shares in Controlled Company at the time of the conclusion of both the Agreement and of the Amendment Agreement, and still holds all said shares, so that Controlled Company therefore has no external shareholders, regulations concerning indemnity and compensation claims pursuant to Secs. 304 and 305 AktG are not necessary (see Sect. 304 section 1 sentence 3 AktG). Therefore it is not necessary to have the Amendment Agreement examined by expert auditors (Sect.3 295, 293b section 1, final clause of the AktG).

**Agenda Item 6b): Report of the Managing Board of HUGO BOSS AG and of the management of HUGO BOSS Internationale Beteiligungs GmbH regarding the agreement dated March 15, 2013 between HUGO BOSS AG and HUGO BOSS Internationale Beteiligungs GmbH to amend the control and profit and loss transfer agreement dated March 17, 1980**

In order to keep the shareholders informed and to prepare the resolution at the Annual Shareholders' Meeting, the Managing Board of HUGO BOSS AG and the management of HUGO BOSS Internationale Beteiligungs GmbH have reported jointly in writing on the agreement dated March 15, 2013 between HUGO BOSS AG ("HUGO BOSS AG") and HUGO BOSS Internationale Beteiligungs GmbH, Metzingen, (previously operating under the name of Holy's Exclusive Herrenmoden GmbH, Stuttgart, "Controlled Company") to amend the control and profit and loss transfer agreement dated March 17, 1980 (the "Amendment Agreement"), hereby published in full:

**Existing control and profit and loss transfer agreement dated March 17, 1980**

On March 17, 1980, the legal predecessor of HUGO BOSS AG, Hugo Boss GmbH, entered into a control and profit and loss transfer agreement (hereinafter also called "Agreement") with Controlled Company, a wholly-owned subsidiary without external shareholders which entered into effect upon entry in the commercial register of Controlled Company and serves to establish a financial affiliation pursuant to Secs. 14 and 17 German Corporation Tax Act (Körperschaftsteuergesetz - KStG) between HUGO BOSS AG and Controlled Company. The financial affiliation serves, beginning with the 1980 financial year, to bring about the consolidated income taxation of Controlled Company as the affiliated company and HUGO BOSS AG as the parent company. Further the Agreement avoids that dividends paid by Controlled Company to HUGO BOSS AG are subject to taxation at HUGO BOSS AG as non-deductible operating expenses in the amount of 5%.

The Agreement particularly includes the obligation for Controlled Company to transfer its profits to HUGO BOSS AG as well as the obligation for HUGO BOSS AG to absorb the losses of Controlled Company.

The Agreement was concluded for a fixed term of five years, first becoming eligible to be duly terminated upon the end of said term. If not terminated, the Agreement is extended in each case for another year. The right to termination for cause remains unaffected.

**Legal and economic reasons for the Amendment Agreement dated March 15, 2013 to amend the control and profit and loss transfer agreement dated March 17, 1980**

With the Amendment Agreement dated March 15, 2013, HUGO BOSS AG and Controlled Company have amended the profit and loss agreement dated March 17, 1980. To enter into effect the Amendment Agreement requires the consent of the Annual Shareholders' Meeting of HUGO BOSS AG. Managing and Supervisory Boards of HUGO BOSS AG will propose for resolution to approve the Amendment Agreement in the Annual Shareholders' Meeting called for May 16, 2013. In addition, the consent of the shareholders' meeting of HUGO BOSS Internationale Beteiligungs GmbH is required such consent to be proposed for resolution by the shareholders' meeting called for March 15, 2013. According to its Section 4 in connection with Secs. 295 para. 1 sentence 2, 294 para. 2 AktG the Amendment Agreement will enter into effect with the beginning of the fiscal year of the Controlled Company in which it will be registered with the commercial register of the Controlled Company.

The essential content and background of the Amendment Agreement are outlined as follows:

In section 1 of the Amendment Agreement, the current Sections 2a) and b) of the control and profit and loss transfer agreement are replaced by a dynamic reference to Sect. 301 AktG as amended from time to time. If the legislature amends Sect. 301 AktG in the future, said amendments shall also apply via the regulations of the control and profit and loss transfer agreement to the relationship between HUGO BOSS AG and Controlled Company.

In section 2 of the Amendment Agreement, the current Section 2c), which will be Section 2b), of the control and profit and loss transfer agreement which currently contains the obligation and the extent of the absorption of losses by partly copying the legal provisions, is replaced by a reference to the provisions of Sect. 302 AktG as amended from time to time. The reason for this change is the new version of Sect. 17 sentence 2 No. 2 KStG as a result of the law for modifying and simplifying company taxation and travel-expense-related tax law, dated February 20, 2013, (BGBl. I, p. 285.) According to said law, a profit and loss transfer agreement wherein a limited liability company (GmbH) is an affiliated company may only continue to be recognized for tax purposes if the agreement itself expressly agrees to an absorption of losses through reference to the provisions of Sect. 302 of the German Stock Corporation Act as amended from time to time. Thus, tax law requires an explicit and dynamic reference to Sect. 302 AktG, meaning a reference to Sect. 302 AktG as amended from time to time. If the legislature amends Sect. 302 AktG in the future, said amendments shall also apply via the regulations of the control and profit and loss transfer agreement to the relationship between HUGO BOSS AG and Controlled Company.

According to the transitional rule provided by the law for modifying and simplifying company taxation and travel-expense-related tax law dated February 20, 2013, the new version of Sect. 17 sentence 2 No. 2 KStG applies both for profit and loss transfer agreements entered



into or amended at the time the law comes into effect as well as, following a period of transition, such agreements entered into before the law comes into effect ("old agreements"). Partly due to recent comments from financial authorities, the extent of the transitional rule for old agreements is, however, uncertain. Therefore, the control and profit and loss transfer agreement dated March 17, 1980 shall for reasons of precaution be amended to comply with the new version of Sect. 17 sentence 2 No. 2 KStG, in order to legally continue with the financial affiliation.

Section 3 of the Amendment Agreement explicitly states that all other parts of the Agreement remain unaffected.

Pursuant to statutory requirements, in section 4 it is made clear that the Amendment Agreement shall only enter into effect from the beginning of the fiscal year of the Controlled Company in which the Amendment becomes effective by being entered in the commercial register of Controlled Company. An entry with the commercial register of HUGO BOSS AG is not necessary.

**No indemnity or compensation claims, no examination of the Amendment Agreement**

As HUGO BOSS AG held all shares in Controlled Company at the time of the conclusion of both the Agreement and of the Amendment Agreement, and still holds all said shares, so that Controlled Company therefore has no external shareholders, regulations concerning indemnity and compensation claims pursuant to Secs. 304 and 305 AktG are not necessary (see Sect. 304 section 1 sentence 3 AktG). Therefore it is not necessary to have the Agreement examined by expert auditors (Sect.3 295, 293b section 1, final clause of the AktG).

## **DOCUMENTS PROVIDED TO THE ANNUAL SHAREHOLDERS' MEETING**

Immediately after the Annual Shareholders' Meeting has been called and until the end of the Annual Shareholders' Meeting the documents on Agenda Point 6 will be available on the Company's website at <http://group.hugoboss.com> under the item "Annual Shareholders' Meeting 2013"; link to "Investor Relations/Events/Annual Shareholders' Meeting"

1. The Amendment Agreement dated March 15, 2013 among HUGO BOSS AG and HUGO BOSS Beteiligungsgesellschaft mbH, Metzingen, to amend the control and profit and loss transfer agreement dated March 29, 2004 and the wording of the control and profit and loss transfer agreement dated March 29, 2004 as well as the Amendment Agreement dated March 15, 2013 among HUGO BOSS AG and HUGO BOSS Internationale Beteiligungsgesellschaft mbH, Metzingen, to amend the control and profit and loss transfer agreement dated March 17, 1980 and the wording of the control and profit and loss transfer agreement dated March 17, 1980 as well as the first amendment dated December 15, 1982,
2. The annual financial statements and the report of the Managing Board for HUGO BOSS AG and the annual financial statements of each HUGO BOSS Beteiligungsgesellschaft mbH and HUGO BOSS Internationale Beteiligungsgesellschaft mbH, for the last three financial years (2010, 2011, 2012) and
3. The joint report of the Managing Board of HUGO BOSS AG and the management of HUGO BOSS Beteiligungsgesellschaft mbH and HUGO BOSS Internationale Beteiligungsgesellschaft mbH, respectively, on the Amendment Agreements among HUGO BOSS AG and HUGO BOSS Beteiligungsgesellschaft mbH and, HUGO BOSS Internationale Beteiligungsgesellschaft mbH, respectively.

The aforementioned documents will be available in the Annual Shareholders' Meeting as well. As both, HUGO BOSS Beteiligungsgesellschaft mbH and HUGO BOSS Internationale Beteiligungsgesellschaft mbH, are wholly owned subsidiaries of HUGO BOSS AG no examination of the Amendment Agreements by expert auditors is required.

The aforementioned documents will be available immediately after the Annual Shareholders' Meeting has been called at the premises of HUGO BOSS AG. Copies of these documents will be sent to shareholders on request, free of charge and without delay. Any such request should be addressed to the address specified under "Shareholder motions and election nominations pursuant to Sect. 126 (1), 127 AktG".

## **TOTAL NUMBER OF SHARES AND VOTING RIGHTS**

As at the date of the notice of the 2013 Annual Shareholders' Meeting, the total number of shares in the Company amounts to 70,400,000 ordinary registered shares and the total number of voting rights is 70,400,000 of which 1.383,833 voting rights from own ordinary registered shares are suspended.

## REQUIREMENTS FOR ATTENDANCE AT THE ANNUAL SHAREHOLDERS' MEETING AND EXERCISE OF VOTING RIGHTS

### REGISTRATION

Only those shareholders who are entered in the share register of the Company and have registered in due time are authorised to participate in the Annual Shareholders' Meeting and to exercise their voting rights.

The registration must reach the Company in text form (Textform) in German or English at the address specified below by 24:00 CEST on Thursday, May 9, 2013, at the latest:

HUGO BOSS AG  
c/o Computershare Operations Center  
80249 München  
or by fax to: +49 89 30903-74675  
or by e-mail to: [anmeldestelle@computershare.de](mailto:anmeldestelle@computershare.de)

Further information on the registration procedure is provided on the registration form (which may also be used to assign a proxy) sent to you together with the Invitation to the Annual Shareholders' Meeting, as well as at the above-mentioned website.

Credit institutions, associations of shareholders and individuals, institutions or companies of equal status pursuant to Sect. 135 (8) or Sect. 135 (10) in connection with Sect. 125 (5) AktG are not entitled to exercise the voting rights associated with shares not owned by them, but recorded under their name in the Company's share register, unless they have been authorised by the relevant shareholder.

After receipt of the registration by the Company, shareholders shall be sent admission tickets for the Annual Shareholders' Meeting. In order to ensure timely receipt of the admission tickets, we ask shareholders to make certain that the registration is sent to the Company at their earliest convenience.

### FREE DISPOSABILITY OF SHARES

**A shareholder's registration for the Annual Shareholders' Meeting will not entail share blocking, i.e. even after having registered for attendance, shareholders remain free to dispose of their shares.** The right to attend and vote is based on the shareholding evidenced by entry in the Company's share register as at the date of the Annual Shareholders' Meeting. This shareholding will correspond to the number of shares registered at the end of the closing date of the registration period (24:00 CEST on Thursday, May 9, 2013), since applications for a modification of the registration in the Company's share register received from May 10, 2013 through May 16, 2013 will be processed and considered only with effect after the Annual Shareholders' Meeting on May 16, 2013. The technical record date is therefore the end of May 9, 2013.

### PROXY VOTING

Shareholders who are registered in the Company's share register may also have their voting right exercised at the Annual Shareholders' Meeting by proxies – including a credit institution or an association of shareholders – by issuing a corresponding proxy. Should the shareholder issue a proxy to more than one person, the Company may reject one or more of them. Even in the event of a proxy, timely registration of the shareholder or the proxy in accordance with the foregoing provisions is necessary.

The granting of proxy, its revocation and the proof of authorisation towards the Company require text form (Textform) in accordance with Sect. 134 (3) sentence 3 AktG; Sect. 135 AktG remains unaffected. The proxy section in the Invitation to the Annual Shareholders' Meeting may be used by shareholders for appointing a proxy and by shareholders or the proxy for furnishing proof of authorisation; however, it is also possible for shareholders to issue a separate proxy in text form (Textform). The following address, fax number and e-mail address are available for furnishing proof of proxy and revocation thereof until the beginning of the vote:

HUGO BOSS AG  
c/o Computershare Operations Center  
80249 München  
Fax: +49 89 30903-74675  
E-mail: VollmachtHV2013@hugoboss.com

To this end, on the day of the Annual Shareholders' Meeting, there will also be an entry and exit checkpoint for the Annual Shareholders' Meeting from 9:00 a.m. CEST in the Internationales Congresszentrum Stuttgart ICS, Messeplazza, Saal C1, 70629 Stuttgart.

If a credit institution, an institution or a company treated as equivalent to credit institutions pursuant to Sect. 135 (10), 125 (5) AktG, an association of shareholders or any of the individuals to whom the provisions of Sect. 135 (1) to (7) AktG apply mutatis mutandis pursuant to Sect. 135 (8) AktG, is authorized as proxy, the proxy shall be kept by the proxy holder in a verifiable form; moreover, the grant of proxy must be complete and must be limited to the exercise of voting rights. Therefore, if you wish to grant proxy to a credit institution, association of shareholders or other institutions, companies or individuals equivalent thereto under Sect. 135 AktG, please coordinate the form of the proxy with the proxy holder. In these cases, the proxy may be granted only to one specific proxy holder. However, pursuant to Sect. 135 (7) AktG, breach of the foregoing and certain other requirements specified in Sect. 135 AktG regarding the grant of proxy to the parties referred to in this paragraph does not operate to invalidate votes cast.

#### **VOTING BY COMPANY-APPOINTED PROXIES**

We offer our shareholders the option of having Company-appointed proxies represent them in the exercise of their voting rights. In this respect, the Company stipulates the following rules: Proxies may exercise voting rights only in accordance with expressly issued instructions on the individual agenda items. There is no proxy in the absence of such express instruction. The proxy and instruction form sent together with the Invitation to the Annual Shareholders' Meeting may be used to grant proxy. The granting of proxy (with instructions), its revocation and the proof of authorisation to the Company must be in text form (Textform). Authorisations for proxies with express instructions must have been received by the Company at the latest by Monday, May 13, 2013, 24:00 CEST, at the address specified below:

HUGO BOSS AG  
Herrn Martin Schürmann/Frau Ulrike Zahlten  
c/o Computershare Operations Center  
80249 München  
or by fax to: +49 89 30903-74675  
or by e-mail to: VollmachtHV2013@hugoboss.com

On the day of the Annual Shareholders' Meeting itself, the entry and exit checkpoint for the Annual Shareholders' Meeting in the Internationales Congresszentrum Stuttgart ICS, Messeplazza, Saal C1, 70629 Stuttgart will be available from 9:00 a.m. CEST for the issue, revocation and modification of instructions to Company-appointed proxies. The Company-appointed proxies will not accept instructions on questions of procedure.

Neither will these proxies accept any instructions for requests to speak, to raise objections against resolutions of the Annual Shareholders' Meeting or to ask questions or submit proposals.

Further information on the procedure to appoint a proxy is provided on the registration form sent to you together with the Invitation to the Annual Shareholders' Meeting, as well as on the above-mentioned website.

## **PUBLICATION ON THE COMPANY'S WEBSITE**

Immediately after the Annual Shareholders' Meeting has been called, the following information and documents will be available on the Company's website at <http://group.hugoboss.com> under the item "Annual Shareholders' Meeting 2013"; link to "Investor Relations/Events/Annual Shareholders' Meeting" (cf. Sect. 124a AktG):

1. The contents of the notice of meeting together with information relating to the outstanding of a resolution to be adopted on item 1 of the agenda and the total number of shares and voting rights as at the date of the notice of meeting;
2. The documents to be provided to the meeting, namely the documents mentioned in Agenda Item 1 and the other documents mentioned under "Documents provided to the Annual Shareholders' Meeting";
3. Forms that may be used for proxy voting.

## **SHAREHOLDERS' RIGHTS PURSUANT TO SECT. 122 (2), SECT. 126 (1), SECT. 127, 131 (1) AKTG**

### **ADDITION TO THE AGENDA PURSUANT TO SECT. 122 (2) AKTG**

Shareholders whose combined shareholdings represent a proportionate interest in the share capital of at least 500,000 EUR may request that items be placed on the agenda and announced. Such a request must be sent in written or electronic form as provided for in Sect. 126a of the German Civil Code (Bürgerliches Gesetzbuch, "BGB") to the Company's Managing Board (HUGO BOSS AG, Managing Board, Dieselstraße 12, 72555 Metzingen, [Hauptversammlung@hugoboss.com](mailto:Hauptversammlung@hugoboss.com)) and must be received by the Company no later than 30 days prior to the Annual Shareholders' Meeting; the day of receipt and the day of the Annual Shareholders' Meeting shall not be included in calculating this period. The last possible date of receipt is therefore Monday, April 15, 2013, 24:00 CEST. Further details on the requirements for exercising the right and its limitations are available on the Company's website at <http://group.hugoboss.com> under the item "Annual Shareholders' Meeting 2013"; link to "Investor Relations/Events/Annual Shareholders' Meeting" under "Information pursuant to

Sect. 121 (3) sentence 3 no. 3 of the German Stock Corporation Act (Aktiengesetz - "AktG") regarding the rights of shareholders".

#### **SHAREHOLDER MOTIONS AND ELECTION NOMINATIONS PURSUANT TO SECT. 126 (1), 127 AKTG**

Shareholders may submit motions on individual agenda items (cf. Sect. 126 AktG); this also applies to nominations for the election of Supervisory Board members or auditors (cf. Sect. 127 AktG).

Pursuant to Sect. 126 (1) AktG, shareholder motions, including the shareholder's name, the grounds for the motion and any opinion expressed by management, shall be made available to the eligible persons mentioned in Sect. 125 (1) to (3) AktG (this includes, inter alia, shareholders who so request) on the conditions specified therein, provided the shareholder has submitted a counter-motion (including the grounds therefor) to a proposal by the Managing Board and/or the Supervisory Board on a specific agenda item at the address specified below at least 14 days prior to the Annual Shareholders' Meeting. The date of receipt shall not be counted. The last possible date of receipt is therefore Wednesday, May 1, 2013, 24:00 CEST. A counter-motion needs not be made available if one of the exclusion criteria pursuant to Sect. 126 (2) AktG is met. Further details on the requirements for exercising the right and its limitations are available on the Company's website at <http://group.hugoboss.com> under the item "Annual Shareholders' Meeting 2013"; link to "Investor Relations/Events/Annual Shareholders' Meeting" under "Information pursuant to Sect. 121 (3) sentence 3 no. 3 of the German Stock Corporation Act (Aktiengesetz - "AktG") regarding the rights of shareholders."

The right of a given shareholder to submit counter-motions during the Annual Shareholders' Meeting on the various agenda items even without prior notice to the Company remains unaffected. We hereby advise that counter-motions that have been submitted to the Company in advance and in good time will be considered at the Annual Shareholders' Meeting only if they are made at the meeting.

No grounds need be provided for election nominations by shareholders pursuant to Sect. 127 AktG. Election nominations are made available only if they include the name, profession exercised and place of residence of the nominee and, in the case of election of Supervisory Board members, information on their membership in other supervisory boards to be created pursuant to applicable law (cf. Sect. 127 sentence 3 in conjunction with Sect. 124 (3) and Sect. 125 (1) sentence 5 AktG). Pursuant to Sect. 127 sentence 1 AktG in conjunction with Sect. 126 (2) AktG, there are other grounds that, if present, make it unnecessary to make nominations available on the website. In all other respects, the requirements and rules for disclosure of motions apply mutatis mutandis; in particular, Wednesday, May 1, 2013, 24:00 CEST, is again the last possible date by which election nominations must have been received at the address set forth below in order to still be made available. Further details on the requirements for exercising the right and its limitations are available on the Company's website at <http://group.hugoboss.com> under the item "Annual Shareholders' Meeting 2013"; link to "Investor Relations/Events/Annual Shareholders' Meeting" under "Information pursuant to Sect. 121 (3) sentence 3 no. 3 of the German Stock Corporation Act (Aktiengesetz - "AktG") regarding the rights of shareholders".

Any shareholder motions (including the grounds therefor) or election nominations by shareholders pursuant to Sect. 126 (1) and Sect. 127 AktG must be sent exclusively to the following address:

HUGO BOSS AG  
Hauptversammlung/Rechtsabteilung  
Dieselstraße 12  
72555 Metzingen  
or by fax to: +49 7123 942018  
or by e-mail to: Hauptversammlung@hugoboss.com

After receipt, shareholder motions and election nominations to be made available (including the name of the shareholder and – in the case of motions – the grounds therefor) will be made available online at <http://group.hugoboss.com> under the item "Annual Shareholders' Meeting 2013"; link to "Investor Relations/Events/Annual Shareholders' Meeting". Any opinions expressed by management will also be published on the aforementioned website.

#### **SHAREHOLDERS' RIGHTS TO INFORMATION PURSUANT TO SECT. 131 (1) AKTG**

At the Annual Shareholders' Meeting, shareholders and proxies may request from the Managing Board information on Company matters, provided the information is necessary to properly evaluate the relevant agenda item (cf. Sect. 131 (1) AktG). The right to information extends to the Company's legal and business relations with any affiliate and the group's position and that of the entities included in its consolidated financial statements. As a general rule, requests for information must be made orally at the Annual Shareholders' Meeting during the discussion period.

The information provided shall comply with the principles of conscientious and accurate reporting. The Managing Board may refuse to provide the information subject to the conditions of Sect. 131 (3) AktG.

Pursuant to Sect. 16 (3) of the Articles of Association, as regards the shareholders' right to speak and to ask questions, the Chairman of the meeting is authorised to apply appropriate time restrictions for the entire course of the Annual Shareholders' Meeting, for individual agenda items or for individual speakers.

Further details on the requirements for exercising the right and its limitations are available on the Company's website at <http://group.hugoboss.com> under the item "Annual Shareholders' Meeting 2013"; link to "Investor Relations/Events/Annual Shareholders' Meeting" under "Information pursuant to Sect. 121 (3) sentence 3 no. 3 of the German Stock Corporation Act (Aktengesetz - "AktG") regarding the rights of shareholders".

The voting results will be posted after the Annual Shareholders' Meeting on the same website at <http://group.hugoboss.com> under the item "Annual Shareholders' Meeting 2013".

The Invitation to the Annual Shareholders' Meeting has been submitted for publication to those media which may be presumed to distribute the information throughout the European Union.

Metzingen, March 2013

**The Managing Board**





## GETTING TO THE ANNUAL MEETING

### ARRIVING BY CAR

The New Stuttgart Trade Fair Centre is 13 kilometres away from the Stuttgart city centre and is located directly next door to Stuttgart Airport. Please follow the signs to the Trade Fair Centre/Airport.

### ARRIVING VIA THE A8 MOTORWAY

From the direction of Stuttgart: Leave the motorway at the "Echterdinger Ei" junction and go to the access road for airport and trade fair centre. Please follow the signs of the parking guidance system.

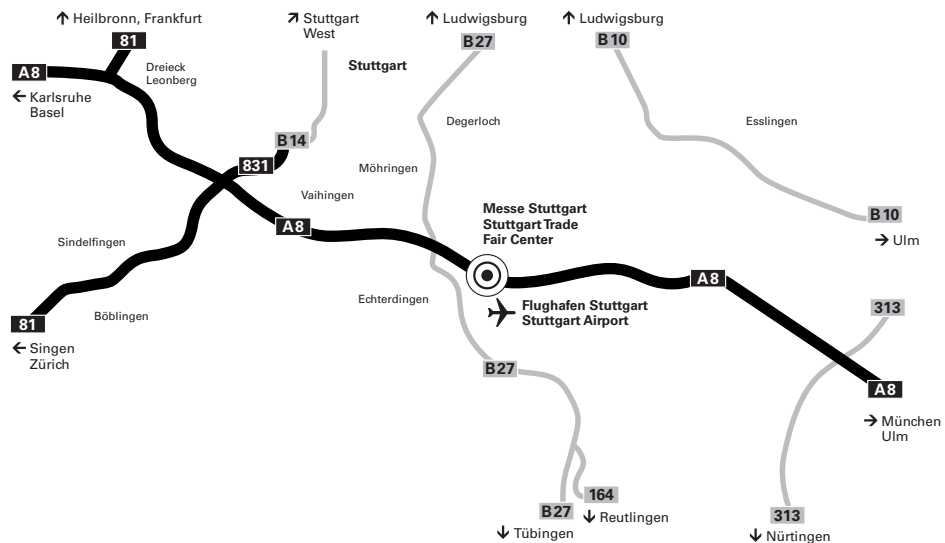
From the direction of Munich: There is an exit on the A8 motorway which leads you to the multi-storey car park over the motorway. Please follow the signs of the parking guidance system.

### ARRIVAL VIA THE B27 TRUNK ROAD

From the direction of Stuttgart or Tübingen: From both directions the car parks at the western edge of the trade fair site are accessible. The multi-storey car park over the A8 motorway can also be reached. Please follow the signs of the parking guidance system.

### ARRIVAL BY PLANE

The airport terminals are approx. 200 metres from the trade fair site and can be easily reached on foot



**ARRIVAL BY TRAIN**

Stuttgart is directly connected to 13 European capitals via the rail network (ICE, IC and InterRegio trains).

From Stuttgart Main Station: Rapid-transit trains (S2 and S3 lines) run between Stuttgart Main Station and Stuttgart Airport / New Stuttgart Trade Fair Centre. The travelling time is 27 minutes.

**UNDERGROUND GARAGE P22/23 AT THE MESSEPIAZZA**

Note: Only parking fees of the underground garage P22/23 will be refunded by HUGO BOSS.

We would like to ask you to exchange your parking ticket for a free exit ticket at the counter of the wardrobe in the foyer of hall C1.

Please follow the signs ICS and P22/23.

**VENUE: ICS – C1**

