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**SAMSONITE INTERNATIONAL S.A.**

**新秀麗國際有限公司**

*13-15 Avenue de la Liberté, L-1931 Luxembourg*

*R.C.S. LUXEMBOURG: B 159.469*

*(Incorporated in Luxembourg with limited liability)*

**(Stock code: 1910)**

## **NOTICE OF ANNUAL GENERAL MEETING**

**Notice is hereby given that** an annual general meeting (the “**Annual General Meeting**”) of Samsonite International S.A. (the “**Company**”) will be held at 13–15 Avenue de la Liberté, L-1931 Luxembourg and by video conference at 5/F, Hutchison House, 10 Harcourt Road, Central, Hong Kong on Thursday, June 7, 2018 at 10:00 a.m. (CET)/4:00 p.m. (Hong Kong time) for the purposes of considering and, if thought fit, passing (with or without amendments) the following resolutions:

### **ORDINARY RESOLUTIONS**

To consider and, if thought fit, pass with or without amendments, the following resolutions as ordinary resolutions:

1. To receive and adopt the audited statutory accounts and audited consolidated financial statements of the Company and the reports of the directors of the Company (the “**Directors**”) and auditors for the year ended December 31, 2017.
2. To approve the allocation of the results of the Company for the year ended December 31, 2017.
3. To declare a cash distribution to the shareholders of the Company in an amount of one hundred and ten million United States dollars (US\$110,000,000) out of the Company’s ad hoc distributable reserve.
4. To re-elect the following retiring Directors for a period of three years expiring upon the holding of the annual general meeting of the Company to be held in 2021:
  - (i) Mr. Ramesh Dungarmal Tainwala;
  - (ii) Mr. Jerome Squire Griffith; and
  - (iii) Mr. Keith Hamill.

5. To renew the mandate granted to KPMG Luxembourg to act as approved statutory auditor (*réviseur d'entreprises agréé*) of the Company for the year ending December 31, 2018.
6. To re-appoint KPMG LLP as the external auditor of the Company to hold office from the conclusion of the Annual General Meeting until the next annual general meeting of the Company.
7. **“THAT:**
  - (a) subject to paragraphs 7(c) and (d) below, a general mandate be and is hereby generally and unconditionally given to the Directors of the Company during the Applicable Period (as defined below) to allot, issue and deal with additional shares in the capital of the Company (“**Shares**”) or securities convertible into Shares or options, warrants or similar rights to subscribe for Shares or such convertible securities and to make or grant offers, agreements and options which would or might require the exercise of such powers;
  - (b) the mandate in paragraph 7(a) above shall authorize the Directors of the Company to make or grant offers, agreements and options during the Applicable Period which would or might require the exercise of such powers after the end of the Applicable Period;
  - (c) the total number of Shares allotted or agreed conditionally or unconditionally to be allotted by the Directors pursuant to the mandate in paragraph 7(a) above, otherwise than pursuant to:
    - (i) a Rights Issue (as defined below); or
    - (ii) the exercise of any options under the share award scheme of the Company or any other option, scheme or similar arrangements for the time being adopted for the grant or issue to the Directors, officers and/or employees of the Company and/or any of its subsidiaries of shares or rights to acquire Shares of the Company; or
    - (iii) any scrip dividend scheme or similar arrangement providing for the allotment of Shares in lieu of the whole or part of a dividend on Shares of the Company in accordance with the articles of incorporation of the Company; or
    - (iv) a specific authority granted by the shareholders of the Company in general meeting, shall not exceed 10 per cent. of the total number of the issued Shares of the Company as at the date of the passing of this resolution and the said mandate shall be limited accordingly;
  - (d) the mandate in paragraph 7(a) above shall authorize the Directors of the Company to allot and issue, or agree conditionally or unconditionally to allot and issue, Shares or securities convertible with Shares for cash consideration, provided that the relevant price for securities shall not represent a discount of more than 10 per cent. to the Benchmarked Price (as defined below) of the Shares; and

(e) for the purposes of this resolution:

“**Applicable Period**” means the period from the passing of this resolution until whichever is the earliest of:

- (i) the conclusion of the next annual general meeting of the Company;
- (ii) the expiration of the period within which the next annual general meeting of the Company is required by the articles of incorporation of the Company or any applicable laws to be held; and
- (iii) the date on which the authority set out in this resolution is revoked or varied by an ordinary resolution of the shareholders of the Company in general meeting.

“**Benchmarked Price**” means the higher of:

- (i) the closing price of the Shares on the date of the relevant agreement involving the proposed issue of securities; and
- (ii) the average closing price of the Shares in the five trading days immediately prior to the earlier of:
  - (A) the date of announcement of the proposed transaction or arrangement involving the proposed issue of securities;
  - (B) the date of the agreement involving the proposed issue of securities; and
  - (C) the date on which the subscription price for the securities is fixed.

“**Rights Issue**” means an offer of Shares open for a period fixed by the Directors to holders of Shares of the Company or any class thereof on the register on a fixed record date in proportion to their then holdings of such Shares or class thereof (subject to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to fractional entitlements or having regard to any restrictions or obligations under the laws of any relevant jurisdiction or the requirements of any recognized regulatory body or any stock exchange).”

8. “**THAT:**

- (a) subject to paragraph 8(b) below, a general mandate be and is hereby generally and unconditionally given to the Directors of the Company to exercise during the Applicable Period (as defined in paragraph 7(e) above) all the powers of the Company to purchase its Shares in accordance with all applicable law, rules and regulations; and

- (b) (i) the total number of Shares of the Company to be purchased pursuant to the mandate in paragraph 8(a) above shall not exceed 10 per cent. of the total number of the issued Shares of the Company as at the date of passing of this resolution and (ii) the price at which any Shares of the Company may be purchased shall be within the range of HK\$24.00 and HK\$44.00 per Share and shall not be higher by five per cent. or more than the average closing market price of the Shares on The Stock Exchange of Hong Kong Limited for the five trading days preceding the date of purchase of any such Shares by the Company, and the said mandate shall be limited accordingly.”
9. “**THAT** a mandate be and is hereby granted to the Directors of the Company to grant awards of restricted share units (“**RSUs**”) pursuant to the Share Award Scheme in respect of a maximum of 8,876,044 new Shares during the period from the passing of this resolution until whichever is the earliest of (a) the conclusion of the next annual general meeting of the Company, (b) the expiration of the period within which the next annual general meeting of the Company is required by the articles of incorporation of the Company or any applicable laws to be held and (c) the date on which the authority set out in this resolution is revoked or varied by an ordinary resolution of the shareholders of the Company in general meeting (the “**Relevant Period**”) and to allot, issue and deal with Shares underlying the RSUs granted pursuant to the Share Award Scheme during the Relevant Period as and when such RSUs vest.”
10. “**THAT** the Share Award Scheme adopted by the Company on September 14, 2012 (as amended) (the “**Share Award Scheme**”) be amended as follows:
- (a) a new paragraph 5.12 shall be inserted after paragraph 5.11 of the Share Award Scheme:
- “5.12 For Awards granted on or after June 7, 2018, in the case of any of the events referred to in **paragraphs 5.7 to 5.9** above (the *Relevant Event*), the Board may, at its absolute discretion, decide that an Award shall not vest pursuant to **paragraph 5.7, 5.8 or 5.9** above (as the case may be) but shall be cancelled in consideration for the grant of a new award on terms agreed with the offeror or acquiring company in the Relevant Event, and which the Board determines is equivalent to the Award which it replaces (for the avoidance of doubt, an Award not replaced with a new award under this **paragraph 5.12** will vest or be exercisable (as the case may be) pursuant to **paragraph 5.7, 5.8 or 5.9** above (as the case may be)). Such new award may be over amounts of cash or securities, or over shares in the offeror or acquiring company or some other company, and may or may not be subject to additional or varied vesting conditions as the Board shall consider reasonable. The provisions of this Scheme will continue to apply to any new award granted under this **paragraph 5.12** but subject to such amendments as may be necessary, including that references to Shares shall be read as references to the shares, securities or cash amounts over which the new award is granted and references to the Company shall be read as references to a company whose shares or securities are subject to the new award. Notwithstanding any other terms applicable to the new award, the shares, securities or cash amounts underlying the new award shall vest or be exercisable (as the case may be) immediately (provided that with respect to an award that is subject to performance conditions, the performance conditions applicable to that award shall be assumed to have been achieved at target, and the award shall vest or be exercisable (as the case may be) in respect of such number of shares, securities or cash amounts determined by multiplying the

total number of shares, securities or cash amounts underlying the award by the Relevant Proportion (as defined below)) upon the occurrence of any of the following events during the 24-month period following the Relevant Event:

- (a) involuntary termination of the Grantee's employment or service by his/her employer without Cause; or
- (b) voluntary termination of the Grantee's employment or service for Good Reason. For the purpose of this **subparagraph (b)**, *Good Reason* shall have the same meaning as the defined term, if any, contained in any written employment agreement between the Grantee and the Company, and if there is no such agreement or defined term, then *Good Reason* shall mean the occurrence of any of the following without the Grantee's express written consent: (i) a material reduction of the Grantee's authority, duties or responsibilities, provided that a material reduction in title, duties or responsibilities solely by virtue of the Company being acquired and made part of a larger entity shall not constitute Good Reason; (ii) a material reduction by the Company or relevant member of the Group in the Grantee's base salary (other than a general reduction in base salary that affects all similarly situated executives in substantially the same proportions) and annual target bonus opportunity; or (iii) the required relocation of Grantee's primary geographic work location by more than 35 miles (unless such relocation does not have a material impact on the Grantee's commute), provided that no event described herein shall constitute Good Reason unless (A) the Grantee has given the Company or relevant member of the Group written notice of termination setting forth the conduct that is alleged to constitute Good Reason within 90 days of the first date on which the Grantee has knowledge of such event or conduct, and (B) the Grantee has provided the Company or relevant member of the Group at least 30 days following the date on which such notice is provided to cure such conduct and the Company or relevant member of the Group has failed to do so.

For the purpose of this **paragraph 5.12**, the *Relevant Proportion* is determined by dividing (x) the number of days elapsed from the date of commencement of the Vesting Period to the date of the termination of the Grantee's employment under **subparagraph (a)** or **(b)** (both dates inclusive) by (y) the number of days in the Vesting Period."

- (b) paragraph 6.1(d) of the Share Award Scheme shall be amended from:

"subject to **paragraph 5.7**, the date on which the offer (or, as the case may be, revised offer) closes;"

to

"subject to **paragraphs 5.7** and **5.12**, the date on which the offer (or, as the case may be, revised offer) closes;"

(c) paragraph 6.1(e) of the Share Award Scheme shall be amended from:

“subject to **paragraph 5.8**, the record date for determining entitlements under a scheme of arrangement;”

to

“subject to **paragraphs 5.8** and **5.12**, the record date for determining entitlements under a scheme of arrangement;”; and

(d) paragraph 6.1(f) of the Share Award Scheme shall be amended from:

“the date on which the compromise or arrangement referred to in **paragraph 5.9** becomes effective;”

to

“subject to **paragraph 5.12**, the date on which the compromise or arrangement referred to in **paragraph 5.9** becomes effective;”.

11. “**THAT** subject to the passing of the resolution in paragraph 9 above, (a) the grant of RSUs pursuant to the Share Award Scheme in respect of an aggregate of up to 2,545,590 Shares to Mr. Ramesh Dungarmal Tainwala in accordance with the terms of the Share Award Scheme, subject to all applicable laws, rules and regulations and applicable award document(s), be approved and (b) authority be given to the Directors to exercise the powers of the Company under the mandate granted to the Directors to grant RSUs referred to in the resolution in paragraph 9 above to give effect to such grant of RSUs.”
12. “**THAT** subject to the passing of the resolution in paragraph 9 above, (a) the grant of RSUs pursuant to the Share Award Scheme in respect of an aggregate of up to 564,662 Shares to Mr. Kyle Francis Gendreau in accordance with the terms of the Share Award Scheme, subject to all applicable laws, rules and regulations and applicable award document(s), be approved and (b) authority be given to the Directors to exercise the powers of the Company under the mandate granted to the Directors to grant RSUs referred to in the resolution in paragraph 9 above to give effect to such grant of RSUs.”
13. “**THAT** subject to the passing of the resolution in paragraph 9 above, (a) the grant of RSUs pursuant to the Share Award Scheme in respect of an aggregate of up to 1,799,117 Shares to the Other Connected Participants (as defined in the circular dated April 23, 2018) in accordance with the terms of the Share Award Scheme, subject to all applicable laws, rules and regulations and applicable award document(s), be approved and (b) authority be given to the Directors to exercise the powers of the Company under the mandate granted to the Directors to grant RSUs referred to in the resolution in paragraph 9 above to give effect to such grant of RSUs.”

## SPECIAL RESOLUTIONS

To consider and, if thought fit, pass with or without amendments, the following resolutions as special resolutions:

14. To approve the discharge granted to the Directors and the approved statutory auditor (*réviseur d'entreprises agréé*) of the Company for the exercise of their respective mandates during the year ended December 31, 2017.
15. To approve the remuneration to be granted to certain Directors of the Company.
16. To approve the remuneration to be granted to KPMG Luxembourg as the approved statutory auditor (*réviseur d'entreprises agréé*) of the Company.

By Order of the Board  
**SAMSONITE INTERNATIONAL S.A.**  
**Timothy Charles Parker**  
*Chairman*

Hong Kong, April 23, 2018

*Notes:*

1. All resolutions at the Annual General Meeting will be taken by poll pursuant to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) and the results of the poll will be published on the websites of Hong Kong Exchanges and Clearing Limited and the Company in accordance with the Listing Rules.
2. Any shareholder of the Company entitled to attend and vote at the above meeting is entitled to appoint a proxy to attend and vote instead of him. A proxy need not be a shareholder of the Company. If more than one proxy is so appointed, the appointment shall specify the number of Shares in respect of which each such proxy is so appointed.
3. Any shareholder of the Company whose ownership is either recorded through the Central Clearing and Settlement System (“**CCASS**”) or maintained with a licensed securities dealer (i.e. not directly recorded in his own name in the register of members of the Company) shall only be entitled to vote by providing its instructions to vote to HKSCC Nominees Limited either directly as a CCASS Participant or through its licensed securities dealer and the relevant financial intermediaries. In order to attend and vote at the meeting, any such shareholder shall be appointed by HKSCC Nominees Limited as its proxy to attend and vote instead of him.
4. In order to be valid, the form of proxy must be deposited at the Company’s branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong or at the Company’s registered office at 13–15 Avenue de la Liberté, L-1931 Luxembourg not less than 48 hours before the time appointed for the holding of the meeting or any adjournment thereof. Delivery of the form of proxy shall not preclude a shareholder of the Company from attending and voting in person at the meeting and, in such event, the instrument appointing a proxy shall be deemed to be revoked.
5. For determining the entitlement to attend and vote at the above meeting, the register of members of the Company will be closed from Friday, June 1, 2018 to Thursday, June 7, 2018, both dates inclusive, during which period no transfer of shares will be registered. In order to be eligible to attend and vote at the Annual General Meeting, all transfer documents accompanied by the relevant share certificates must be lodged with the Company’s registered office at 13–15 Avenue de la Liberté, L-1931 Luxembourg or with the Company’s branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at Shops 1712–1717, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong for registration not later than 4:30 p.m. on Thursday, May 31, 2018 (Hong Kong Time).

6. For determining the entitlement to the proposed cash distribution, the register of members of the Company will be closed from Wednesday, June 13, 2018 to Friday, June 15, 2018, both dates inclusive, during which period no transfer of shares will be registered. In order to be entitled to receive the proposed cash distribution, all transfer documents accompanied by the relevant share certificates must be lodged with the Company's registered office at 13–15 Avenue de la Liberté, L-1931 Luxembourg or with the Company's branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at Shops 1712–1717, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong for registration not later than 4:30 p.m. on Tuesday, June 12, 2018 (Hong Kong Time).
7. If a black rainstorm warning or a tropical cyclone warning signal number 8 or above is hoisted at or after 12 noon on June 7, 2018, the above meeting will not be held in Hong Kong on June 7, 2018 but will continue to be held at the Company's registered office in Luxembourg at 13–15 Avenue de la Liberté, L-1931 Luxembourg.
8. In order to comply with its legal obligations under relevant laws (including, without limitation, the Luxembourg law dated August 10, 1915 on commercial companies as amended, the Luxembourg law dated November 12, 2004 on the fight against money laundering and terrorist financing as amended, any Luxembourg law implementing the Directive (EU) 2015/849 of the European Parliament and of the Council of May 20, 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing as amended), the Company shall collect (or has collected) and process (or has processed) your personal data as shareholder of the Company.

The Company is the data controller of your personal data.

The Company shall transmit (or has transmitted) your personal data to its services providers (e.g. banks, legal advisors, auditors, domiciliation agent) with whom the Company has entered into a services agreement including the compliance with the applicable laws on data protection (the Luxembourg law on August 2, 2002 on the protection of individuals with regard to the processing of personal data, as amended, and effective as from May 25, 2018, the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 EC (General Data Protection Regulation)).

Your personal data will be stored by the Company until your personal data will no longer be necessary for the purposes for which it was collected/processed.

You have the right to request from the Company access to and rectification of your personal data or restriction of processing concerning the data subject or to object to processing as well as the right to data portability.

Please be also aware that, to the extent it is necessary to the management of the Company, and provided that the Company always complies with its legal obligations, the Company may disclose your personal data to, without limitation:

- Company's professional advisors (other than the ones referred to above);
- Governmental bodies; and
- Regulatory and non-regulatory authorities.

Please note that you have the right to lodge a complaint with the Luxembourg supervisory authority (*Commission Nationale pour la Protection des Données*).

*As of the date of this announcement, the Executive Directors are Ramesh Dungarmal Tainwala and Kyle Francis Gendreau, the Non-Executive Directors are Timothy Charles Parker, Tom Korbas and Jerome Squire Griffith, and the Independent Non-Executive Directors are Paul Kenneth Eicchells, Keith Hamill, Bruce Hardy McLain (Hardy) and Ying Yeh.*