
THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult a stockbroker or other registered dealer in securities, a bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in Samsonite International S.A., you should at once hand this circular, together with the enclosed form of proxy, to the purchaser or transferee or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

This circular is for information purposes only and does not constitute an invitation or offer to acquire, purchase or subscribe for any securities of Samsonite International S.A..

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this circular, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss however arising from or in reliance upon the whole or any part of the contents of this circular.



SAMSONITE INTERNATIONAL S.A.

新秀丽國際有限公司

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)

(1) PROPOSED ADOPTION OF 2022 SHARE AWARD SCHEME AND (2) NOTICE OF GENERAL MEETING

As one of the temporary measures to contain the spread of COVID-19 by avoiding any physical meetings, the Chamber of Deputies of Luxembourg adopted on September 23, 2020 the law extending measures concerning the holding of meetings in companies and other legal entities, as amended, authorizing Luxembourg incorporated companies to adopt resolutions without physical meetings, notwithstanding any provisions in the articles of association, and without regard to the expected number of participants in the general meeting.

In this context and in view of the foregoing and taking into health and security of all the Shareholders, directors and other participants, the General Meeting of Samsonite International S.A. to be convened on Wednesday, December 21, 2022 will be held without holding a physical meeting. You are strongly encouraged to exercise your right to vote at this meeting by appointing the chairman of the meeting as your proxy and submitting your duly completed forms of proxy by the time specified in this circular.

Notice convening the General Meeting of Samsonite International S.A. to be held on Wednesday, December 21, 2022 at 1:00 P.M. (CET)/8:00 P.M. (Hong Kong time) without holding a physical meeting is set out on pages 34 to 36 of this circular.

You are strongly encouraged to exercise your right to vote at the General Meeting by appointing the chairman of the General Meeting as your proxy.

The form of proxy for use at the General Meeting is enclosed. Please complete and sign the enclosed form of proxy in accordance with the instructions printed thereon and return it to 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 to the Company's registered office at 13–15 Avenue de la Liberté, L-1931 Luxembourg, Grand-Duchy of Luxembourg, as soon as possible but in any event not less than 48 hours (excluding any part of a day that is a public holiday) before the time appointed for the holding of the General Meeting (or any adjournment thereof).

This circular together with the form of proxy are also published on the websites of Hong Kong Exchanges and Clearing Limited (www.hkexnews.hk) and the Company (<https://corporate.samsonite.com/en/home.html>).

November 29, 2022

IMPORTANT NOTICE

ARRANGEMENTS FOR THE GENERAL MEETING

In view of the on-going COVID-19 pandemic, the Chamber of Deputies of Luxembourg adopted on September 23, 2020 the law extending measures concerning the holding of meetings in companies and other legal entities, as amended, authorizing Luxembourg incorporated companies to adopt resolutions without physical meetings, notwithstanding any provisions in the articles of association, and without regard to the expected number of participants in the general meeting (the “**Luxembourg Covid-19 Law**”).

Pursuant to the terms of the Luxembourg Covid-19 Law, the Company is entitled to determine for its Shareholders and other participants in the shareholders’ meeting the exclusive manner in which they may take part in the meeting and exercise their voting rights.

In view of the foregoing and taking into consideration the current COVID-19 situation and to ensure the health and security of all the Shareholders, directors and other participants, the Company has therefore decided that, in reliance on the conditions of the Luxembourg Covid-19 Law, the General Meeting to be held on Wednesday, December 21, 2022 will be held without the holding of a physical meeting, as follows:

- any Shareholder entitled and wishing to vote at the General Meeting must appoint the Chairman of the General Meeting to vote instead of him/her/it; and
- any Shareholder 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/her/its own name in the register of members of the Company) shall only be entitled to vote by providing his/her/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.

Shareholders should note that the above arrangements apply only to the General Meeting. Barring any unforeseen circumstances and subject to compliance with applicable laws and regulations at the relevant time, it is the Company’s intention to hold future general meetings of the Company in accordance with the requirements of the Articles of Association of the Company and past practice, that is, by way of a physical meeting in Luxembourg and by video conference in Hong Kong.

IMPORTANT NOTICE

CONTACT DETAILS FOR QUESTIONS

If Shareholders have any questions relating to the General Meeting, please contact Computershare Hong Kong Investor Services Limited, the Company's Hong Kong share registrar, as follows:

Computershare Hong Kong Investor Services Limited
Shops 1712-1716, 17th Floor
Hopewell Centre
183 Queen's Road East
Wanchai, Hong Kong
Telephone: (852) 2862 8555
Facsimile: (852) 2865 0990

If Shareholders have any questions in relation to the Company, please contact the Company's Investor Relations team, as follows:

Telephone: (852) 2422 2611
E-mail: investorrelations@samsonite.com

CONTENTS

	<i>Page</i>
Definitions	1
 Letter from the Board	
1. Introduction	8
2. Overview of the LTIP	9
3. Proposed Adoption of the 2022 Share Award Scheme	13
4. Recommendation	17
5. Report of the Board	17
6. General Meeting and Proxy Arrangement	17
7. Directors' Responsibility Statement	18
8. Additional Information	18
 Appendix – Principal Terms of the 2022 Share Award Scheme	 19
 Notice of General Meeting	 34

DEFINITIONS

In this circular, unless the context otherwise requires, the following expressions shall have the following meanings:

“Adjusted EBITDA”	earnings before interest, taxes, depreciation and amortization, as adjusted to eliminate the effect of a number of costs, charges and credits and certain other non-cash charges. Adjusted EBITDA includes the lease interest and amortization expense as a result of the Group’s adoption of IFRS 16 to account for operational rent expenses;
“Adoption Date”	the date on which the conditions to the 2022 Share Award Scheme becoming effective as set out in paragraph 3.1 of the Appendix are satisfied;
“Articles of Association”	the articles of association of the Company currently in force;
“Award”	an award granted under the 2022 Share Award Scheme in the form of an Option or an RSU;
“Board”	the board of Directors of the Company;
“Cause”	with respect to a Grantee, such event as will entitle the Company and/or any of its subsidiaries to terminate the employment or service of the Grantee with immediate notice without compensation under the relevant employment or service agreement or, if it is not otherwise provided for in the relevant employment or service agreement, (a) the commission of an act of theft, embezzlement, fraud, dishonesty, ethical breach or other similar acts or the commission of a criminal offence, (b) a material breach of any agreement, arrangement or understanding between the Grantee and the Company and/or any of its subsidiaries, including any applicable invention assignment, employment, non-competition, confidentiality or other similar agreement, (c) misrepresentation or omission of any material fact in connection with his/her employment agreement or service agreement, (d) a material failure to perform the customary duties of an employee of the Company and/or any of its subsidiaries, to comply with the reasonable directions of a supervisor or to abide by the policies or codes of conduct of the Group or (e) any conduct that is materially adverse to the name, reputation or interests of the Group;

DEFINITIONS

“Company”	Samsonite International S.A. 新秀丽國際有限公司, a public limited liability company (<i>société anonyme</i>) incorporated and existing under the laws of the Grand-Duchy of Luxembourg, having its registered office at 13–15 Avenue de la Liberté, L-1931 Luxembourg, Grand-Duchy of Luxembourg registered with the Luxembourg Trade and Companies Register (<i>Registre de Commerce et des Sociétés</i>) under number B 159.469, the Shares of which are listed on the Main Board of the Stock Exchange;
“Competitor”	any corporation, partnership, joint venture, trust, individual proprietorship, firm, governmental unit or other enterprise (including any of their respective affiliates) that carries on activities for profit or is engaged in or is about to become engaged in any activities of any nature that compete (directly or indirectly) with a product, process, technique, procedure, device or service of the Company or any of its subsidiaries;
“connected person”	has the meaning ascribed to it in the Listing Rules;
“Directors”	the directors of the Company;
“Disability”	a disability, whether temporary or permanent, partial or total as determined by the Committee in its absolute discretion;
“Equity Dilution”	the dilutive effect of the Awards on the number of Shares issued and outstanding in the capital of the Company as at the grant date;
“Exercise Period”	in respect of any Option, the period to be determined by the Committee and notified to the Grantee in the notice of grant or, where applicable, any period for the exercise of an Option determined pursuant to paragraph 11 of the Appendix, which period shall commence on the Vesting Date and shall expire no later than ten years from the Offer Date;
“Exercise Price”	the price per Share at which a Grantee may subscribe for or acquire Shares upon the exercise of an Option, as determined in accordance with paragraph 5.2 of the Appendix;

DEFINITIONS

“General Meeting”	the general meeting of the Shareholders to be held on Wednesday, December 21, 2022 at 1:00 P.M. (CET)/8:00 P.M. (Hong Kong time) without holding a physical meeting to consider and, if appropriate, to approve the resolutions contained in the notice of the meeting which is set out on pages 34 to 36 of this circular, or any adjournment thereof;
“Good Reason”	has the meaning ascribed to in any written employment agreement between the Grantee and the Company, and if there is no such agreement or defined term, then 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 the Grantee’s primary geographic work location by more than 35 miles or its equivalent in kilometers (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;
“Grantee”	any Participant who accepts an Offer in accordance with the terms of the Scheme or, where the context so permits, a person entitled to any such Option in consequence of the death of the original Grantee or the legal personal representative of such person;

DEFINITIONS

“Group”	the Company and its subsidiaries;
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;
“Latest Practicable Date”	November 23, 2022, being the latest practicable date prior to the printing of this circular for ascertaining certain information in this circular;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange, as amended from time to time;
“LTIP”	the Company’s long-term incentive plan;
“Luxembourg Companies Law”	the Luxembourg law of August 10, 1915 on commercial companies, as amended from time to time;
“Malus & Clawback Policy”	the Company’s malus and clawback policy as adopted by the Board, as amended from time to time, pursuant to which a Participant may be required to forfeit, return or reimburse the Company all or a portion of the Award and any amounts paid thereunder in the event of certain circumstances, which may include but not limited to the Participant’s serious misconduct and a material misstatement in the Company’s financial statements;
“New Approval Date”	has the meaning ascribed to it in paragraph 6.2 of the Appendix;
“Offer”	the offer of the grant of an Award under the 2022 Share Award Scheme;
“Offer Date”	in respect of an Award, the date on which an Offer is made to a Participant, which must be a day on which the Stock Exchange is open for the business of dealing in securities;
“Option”	an option to subscribe for or acquire Shares which is granted under the 2022 Share Award Scheme;

DEFINITIONS

“Participant”	(i) the executive Directors and/or the executive directors of the Company’s subsidiaries, and/or (ii) the employees (including the Senior Managers) of the Group, including prospective executive Directors/directors or employees;
“PRSU”	performance-based RSU;
“Remuneration Committee” or the “Committee”	the Remuneration Committee of the Board, whose composition shall be determined in accordance with the Listing Rules and shall be comprised of non-executive Directors only;
“RSU”	a restricted share unit, being a contingent right to receive Shares which is awarded under the 2022 Share Award Scheme;
“Scheme Mandate Limit”	the total number of Shares in respect of which Awards may be granted pursuant to the 2022 Share Award Scheme and any other share award schemes of the Company (but excluding any such scheme which has expired as at the Adoption Date or the New Approval Date (as applicable)), being (a) 5 per cent. of the Shares in issue on the date of approval of the 2022 Share Award Scheme by the Shareholders or (b) 5 per cent. of the Shares in issue as at the New Approval Date;
“Senior Managers”	Chief Executive Officer, Chief Financial Officer, President, North America, President, Tumi North America, President, Asia Pacific and Middle East, President, Latin America, President, Europe, President, Greater China, General Counsel, and Senior Vice President, Global Human Resources of the Company;
“Share(s)”	ordinary shares of US\$0.01 each in the capital of the Company;
“Shareholders”	holders of Shares;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Term”	has the meaning ascribed to it in paragraph 3.2 of the Appendix;
“TRSU”	time-based RSU;

DEFINITIONS

“Trustee”	the professional trustee from time to time of the 2022 Share Award Scheme appointed by the Company under paragraph 3.4 of the Appendix;
“US\$”	United States dollars, the lawful currency of the United States of America;
“vest”	(a) in respect of Shares underlying an Option, the Grantee becoming entitled to exercise the Option to subscribe for or acquire such Shares and (b) in respect of Shares underlying an RSU, the Grantee becoming entitled to receive such Shares;
“Vesting Date”	in respect of an Award, the date to be determined by the Committee and notified to the relevant Grantee in the notice of grant on which the Shares underlying such Award shall vest;
“Vesting Period”	the period commencing on the Offer Date and ending on the Vesting Date, which shall not be shorter than 12 months (unless otherwise determined by the Committee in respect of Awards granted to Participants who are employees or directors of the Group in case of grants (a) to new joiners to replace the share awards they forfeited when leaving the previous employer, or (b) which would have been made earlier but for administrative and compliance reasons and are made in a subsequent batch, in order to put the Grantees in the same position as they would have been in had the grant been made earlier);
“%”	per cent;
“2012 Share Award Scheme”	the share award scheme of the Company approved by the Shareholders on September 14, 2012, as amended from time to time, which expired on October 26, 2022;
“2022 Share Award Scheme” or the “Scheme”	the share award scheme proposed to be approved by the Shareholders at the General Meeting, the principal terms of which are set out on pages 19 to 33 of this circular; and

DEFINITIONS

“2020 Share Capital
Authorization”

the authorization given by the Shareholders to the Board on July 15, 2020 and for a period of five years to (i) issue shares, to grant options to subscribe for shares, to grant restricted share units to receive/subscribe for shares and to issue, grant any subscription rights or any other securities or instruments convertible or exchangeable into shares, to such persons and on such terms as it shall see fit and specifically to proceed to such issue and/or grant without reserving (by cancelling or limiting) for the existing Shareholders of the Company a preferential right to subscribe for the issued shares or such instruments, and to (ii) allocate existing shares without consideration or to issue shares paid-up out of available reserves to employees and to corporate officers (including directors) of the Company and its subsidiaries, or certain categories thereof, in accordance with article 4.2 of the Articles of Association.



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)

Executive Director:

Kyle Francis Gendreau (*Chief Executive Officer*)

Non-executive Director:

Timothy Charles Parker (*Chairman*)

Independent Non-executive Directors:

Claire Marie Bennett

Angela Iris Brav

Paul Kenneth Etchells

Jerome Squire Griffith

Tom Korbas

Ying Yeh

Registered Office:

13–15 Avenue de la Liberté

L-1931 Luxembourg

Grand-Duchy of Luxembourg

Principal Place of Business

in Hong Kong:

25/F, Tower 2, The Gateway

Harbour City, Tsimshatsui, Kowloon

Hong Kong

November 29, 2022

To the Shareholders

Dear Sir/Madam,

(1) PROPOSED ADOPTION OF THE 2022 SHARE AWARD SCHEME

AND

(2) NOTICE OF GENERAL MEETING

1. INTRODUCTION

The purpose of this circular is to give notice of the General Meeting and to provide the Shareholders with information in respect of the resolutions to be proposed at the General Meeting relating to the adoption of the 2022 Share Award Scheme.

LETTER FROM THE BOARD

2. OVERVIEW OF THE LTIP

Background

The LTIP is a critical component of the Group's compensation program for Senior Managers and other employees. By providing the opportunity for financial reward based on long-term Company performance and long-term growth in Share value, it aligns the interests of the Group's management with the interests of the Shareholders, fosters a long-term commitment to the Group and aids in the retention of Senior Managers and other managers in an industry in which the market for talent is highly competitive.

The Remuneration Committee's policy is for the LTIP to support the Company's need to recruit, retain and motivate management in a manner that is consistent with generally accepted market practice for international branded consumer goods companies. While the Company's Shares are listed on the Stock Exchange, its business operations are global and many of the companies with which the Company competes for management talent are based and listed in the United States of America. In evaluating the LTIP relative to market practice, the Remuneration Committee notes that 6 of the 10 Senior Managers, including the current Chief Executive Officer and Chief Financial Officer, are based in the United States of America, and the Company's joint corporate headquarters is located in the United States of America. In addition, the international companies that form part of the Company's peer group for the purpose of executive compensation benchmarking and LTIP design are also primarily companies that are based in and listed in the United States of America and were identified by the Remuneration Committee on the basis of comparable industry sectors, business operations with revenue, and market capitalization. The Remuneration Committee considers that in order to achieve the objectives of the LTIP – particularly with regard to recruitment and retention – it is appropriate to consider the LTIP in light of the practices of relevant international companies such as those in the peer group, which are primarily based in and listed in the United States of America, and with which the Company competes for talent both in the United States of America and internationally. Having reviewed the relevant executive compensation practices of the Company's peer group, the Remuneration Committee considers that the proposed 2022 Share Award Scheme and the LTIP for 2023 as described in this circular are consistent with the relevant market practice.

Peer Group

The Peer Group for the purpose of the compensation of the Senior Managers (including the LTIP) currently consists of Hanesbrands Inc., Capri Holdings Limited, Tapestry, Inc., Under Armour, Inc., Fossil Group, Inc., Skechers U.S.A., Inc., Carter's, Inc., Wolverine World Wide, Inc., G-III Apparel Group, Ltd., Columbia Sportswear Company, Lululemon Athletica Inc., Steven Madden, Ltd., Deckers Outdoor Corporation, Prada S.p.A, Burberry Group plc, Hugo Boss AG, Belle International Holdings Limited, and L'Occitane International S.A..

LETTER FROM THE BOARD

The table below highlights how the Company's compensation philosophy is reflected in the LTIP:

What the Company does

✓ *Independent administration:* The Share Award Scheme is administered by the Remuneration Committee (the members of which are all independent non-executive Directors). No Directors involved in the administration of the Share Award Scheme are eligible to receive Awards.

✓ *Employee incentivization:* Senior Managers and other employees of the Company are eligible to participate in the Share Award Scheme.

✓ *Managed dilution:* The Remuneration Committee actively manages the dilution resulting from LTIP awards to ensure levels of Equity Dilution are in-line with market expectations and the Company's peer group. In addition to the Scheme Mandate Limit of 5%, the Remuneration Committee's policy, adopted in 2018, is that annual dilution from LTIP awards will not exceed 1.25%.

✓ *Performance-based:* A significant portion (50% of total LTIP Value) of a Senior Manager's awards is subject to performance conditions.

✓ *Roll-over of awards on Change in Control:* Awards roll-over into equivalent awards in case of a change in control of the Company, unless roll-over of awards is not permitted under applicable laws or not agreed by the acquirer.

What the Company does not do

✗ *NED participation:* Non-executive Directors are not eligible to participate in the Share Award Scheme, meaning that no member of the Remuneration Committee is eligible to participate in the Share Award Scheme.

✗ *Dividends or dividend equivalents:* Dividends or other cash distributions to Participants do not accrue until Shares underlying vested awards have been issued or transferred to Participants. The Share Award Scheme does not provide for dividend equivalents.

✗ *Share recycling:* Shares withheld to account for tax liabilities or exercise price are not added back to the plan limit.

✗ *Reward for poor performance:* Vesting of performance-based awards is reduced, or such awards may not vest at all, if performance targets established by the Remuneration Committee are not met.

✗ *Single-trigger:* Vesting of awards does not automatically accelerate as a result of a change in control of the Company alone, unless roll-over of awards is not permitted under applicable laws or not agreed by the acquirer.

LETTER FROM THE BOARD

What the Company does

✓ *Double-trigger*: Following a change in control of the Company, the vesting of awards that have been rolled over will accelerate only upon involuntary termination of employment without cause or voluntary resignation for good reason, in each case within two years following the change in control.

✓ *Long-term vesting*: Performance-based awards are subject to a three-year cliff vesting period. Time-based awards are subject to a three or four-year *pro rata* vesting period.

✓ *Malus & clawback*: Malus and clawback provisions apply to performance-based awards granted to the CEO, CFO and certain other Senior Managers, to enable recoupment of performance-based equity compensation.

✓ *Share ownership guidelines*: The Board has adopted share ownership guidelines applicable to the CEO, CFO and certain other Senior Managers.

What the Company does not do

✗ *Acceleration upon termination*: Unvested awards will normally lapse upon termination of employment, other than in case of death or disability (except upon a double-trigger event following a change in control of the Company).

Historic LTIP implementation

During the years 2020 to 2022, in light of the challenges and uncertainties caused by the COVID-19 pandemic, the resulting impacts on the Company's share price, and the difficulty of setting meaningful and reliable financial performance goals applicable to performance-related long-term incentive awards during the COVID-19 pandemic, in lieu of market-priced share options or performance-based or time-based restricted share units, the Company granted options with an exercise price that represented a significant premium to the market price of the Shares at the time of grant. By setting an exercise price for those options at a premium to the market price of the Shares (being 30% in 2020, 20% in 2021 and 10% in 2022), the Company believes that it has created a meaningful performance condition that is directly tied to the successful creation of future shareholder value and which allows the option holders to participate in the long-term creation of value for the Shareholders. The grants in each year were consistent with the Remuneration Committee's previously announced policy that the maximum Equity Dilution from all awards granted in each calendar year will not exceed 1.25% of the Company's issued share capital.

LETTER FROM THE BOARD

Implementation of the LTIP in 2023

In 2023, subject to the Shareholder approval of the 2022 Share Award Scheme, in line with the practices of the Company's peer group and relevant market practice, the LTIP awards for the Senior Managers will be comprised 50% of PRSUs and 50% of TRSUs based on the grant date value.

PRSUs will cliff vest three years after the grant date based on achievement of pre-established performance goals determined by reference to the Group's annual Adjusted EBITDA growth rate targets set at the time of the grant. When setting the performance targets, the objective is for the targets to be sufficiently challenging to create appropriate pay-for-performance alignment as expected by the Shareholders, within parameters that are likely to be perceived by the Senior Managers to be achievable in order to create appropriate incentives. The annual Adjusted EBITDA growth rate target for each year included in the three-year performance period will be established by the Remuneration Committee and communicated to the recipients of the PRSUs at the time of the grant. At the end of each year, the extent to which the annual growth target has been achieved will be determined in respect of 1/3 of the total PRSUs granted. PRSUs will then vest only upon completion of the three-year performance period to the extent the annual targets have been satisfied. PRSUs will ensure that there is linkage between the Company's stated long-term strategic and financial goals and executive compensation.

TRSUs will vest pro rata over a three-year period on each anniversary of the grant date. TRSUs aid in the retention of Participants since the Shares will vest over a period of time. Long-term performance is incentivized, and the interests of the Senior Managers and Shareholders are aligned, as the value of the TRSUs depends on the market value of the Company's Shares and the shares underlying TRSUs help the relevant Senior Managers to meet their applicable share ownership levels under the Company's Share Ownership Guidelines.

It is intended that LTIP Awards during 2023 under the 2022 Share Award Scheme will only be made to the Senior Managers. As in each of 2020, 2021 and 2022, the LTIP for other managers will be in the form of cash-based awards under which the amounts payable may increase depending on Share price appreciation.

The Remuneration Committee will continue to closely monitor and manage the dilutive effect of Awards. Based on the closing price of the Shares on the Latest Practicable Date, it is expected that the proposed LTIP grants under the 2022 Share Award Scheme in 2023 will result in an Equity Dilution level of not more than approximately 0.33% (assuming target level vesting of PRSUs) and approximately 0.50% (assuming maximum level vesting of PRSUs) based on the base salaries of the Senior Managers and the applicable currency exchange rates as at the Latest Practicable Date. The actual Equity Dilution from the proposed LTIP grants under the 2022 Share Award Scheme in 2023 will be determined on the grant date based on the base salaries of the Senior Managers, the applicable currency exchange rates, and the closing price of the Shares, in each case as determined on the grant date.

LETTER FROM THE BOARD

The Remuneration Committee will continuously assess any relevant changes in the market practice as well as how the LTIP achieves the objectives of incentivizing and retaining management, and will re-evaluate the implementation of the LTIP in future years to ensure that the interests of the Group's management remain aligned with the interests of the Shareholders.

Elements of management compensation approach

The Company's approach to the annual compensation packages for its Senior Managers is to provide a balanced mix of compensation elements that includes the following: (i) base salary, (ii) short-term cash incentive in the form of an annual bonus based on financial and strategic targets, and (iii) long-term equity-based incentive awards under the LTIP, including PRSUs and TRSUs. The allocation of compensation between these elements for each of the Senior Managers is determined by the Remuneration Committee on an annual basis, taking into account advice from the Company's independent compensation consultant, which advice includes benchmarking against the Company's peer group. Target annual bonus and target LTIP value are based on a percentage of each individual's base salary.

The allocations of these compensation elements for the Senior Managers are currently as follows:

- Chief Executive Officer ("CEO"): target annual bonus of 150% of base salary, and target LTIP value of 350% of base salary;
- Chief Financial Officer ("CFO"): target annual bonus of 85% of base salary, and target LTIP value of 175% of base salary; and
- Other Senior Managers: target annual bonus of 60% of base salary, and target LTIP value of 150% of base salary.

Accordingly, the target LTIP value for the Senior Managers represents between approximately 48% and 58% of each such Senior Manager's total target annual compensation. Taking into account PRSUs and target annual bonus, the performance-based elements of the Senior Managers' compensation represents between approximately 44% and 54% of the Senior Managers' total annual compensation. This illustrates the Remuneration Committee's and the Company's emphasis on pay-for-performance for the Company's Senior Managers.

3. PROPOSED ADOPTION OF THE 2022 SHARE AWARD SCHEME

Expiration of the 2012 Share Award Scheme

The Company previously operated the 2012 Share Award Scheme to facilitate the administration of the LTIP.

LETTER FROM THE BOARD

The Scheme Mandate Limit under the 2012 Share Award Scheme was 140,713,700 Shares. As at the Latest Practicable Date, the total number of Shares which may be issued upon the exercise and/or vesting of all outstanding awards under the 2012 Share Award Scheme was 97,189,234 Shares, or approximately 6.76% of the Shares in issue as at the Latest Practicable Date. As at the Latest Practicable Date, a total of 31,300,338 Shares, or approximately 2.18% of the Shares in issue as at the Latest Practicable Date, have been issued upon the exercise of Options and the vesting of RSUs granted under the 2012 Share Award Scheme.

The 2012 Share Award Scheme was approved by the Shareholders on September 14, 2012 and was valid for a term of 10 years from October 26, 2012 (being the adoption date under the terms of the 2012 Share Award Scheme) and expired on October 26, 2022. Following its expiry on October 26, 2022, no further awards may be offered or granted under the 2012 Share Award Scheme.

Proposed Adoption of the 2022 Share Award Scheme

It is proposed that the new 2022 Share Award Scheme be adopted by the Company to enable continued administration of the LTIP. The purpose of the 2022 Share Award Scheme is to attract skilled and experienced personnel, to incentivize them to remain with the Group and to motivate them to strive for the future development and expansion of the Group by providing them with the opportunity to acquire equity interests in the Company. The achievement of this purpose will be facilitated by the rules of the 2022 Share Award Scheme, which allow the Remuneration Committee to determine the Participants to be granted Awards; whether their Awards take the form of Options and/or RSUs; the terms on which each Award is granted, including as to the minimum period for which it must be held and any performance targets that must be reached before it will vest or can be exercised; and the exercise price of an Award of an Option (subject to the minimum exercise price prescribed by the rules of the Scheme). This discretion enables the Remuneration Committee to grant Awards which are appropriate to the Participants, based on factors such as their working experience, industry knowledge and their past and/or expected contribution to the development and success of the Group.

The adoption of the 2022 Share Award Scheme is subject to (a) the approval of the Shareholders in General Meeting and (b) the Listing Committee of the Stock Exchange granting the listing of, and permission to deal in, the new Shares that may be allotted and issued by the Company to satisfy Awards granted under the 2022 Share Award Scheme.

The 2022 Share Award Scheme constitutes a share award scheme governed by the new Chapter 17 of the Listing Rules, which will become effective on January 1, 2023.

The terms of the 2022 Share Award Scheme are substantially the same as those of the 2012 Share Award Scheme. The only substantive change from the 2012 Share Award Scheme to the 2022 Share Award Scheme is the decrease in the Scheme Mandate Limit from 10 per cent. to 5 per cent. of the Company's issued share capital as at the date of approval of the Scheme by the Shareholders in order to further limit the dilutive effect of the LTIP.

LETTER FROM THE BOARD

In addition to the Scheme Mandate Limit of 5 per cent. described above, the Company may not grant Awards under the 2022 Share Award Scheme if such grant would result in the total number of Shares which may be issued upon the vesting or exercise of the Awards granted pursuant to the Scheme as well as all outstanding Awards granted under any other share award schemes of the Company (including the 2012 Share Award Scheme) exceeding 10 per cent. of the Shares in issue at the time of the grant.

As at the Latest Practicable Date, the number of Shares in issue was 1,438,437,342 Shares. Subject to the passing of the resolution approving the 2022 Share Award Scheme and on the basis of such figure (and assuming no Shares are issued under outstanding awards granted under the 2012 Share Award Scheme or otherwise, or are repurchased, and no outstanding awards under the 2012 Share Award Scheme lapse after the date hereof and up to the date of passing the relevant resolution), the Directors would be authorised to grant Awards in respect of up to 46,654,500 Shares, representing approximately 3.24 per cent. of the Company's issued share capital as at the date of the resolutions approving the 2022 Share Award Scheme. In addition to the Scheme Mandate Limit for the 2022 Share Award Scheme, the Remuneration Committee's policy, adopted in 2018, is that annual Equity Dilution from LTIP Awards will not exceed 1.25 per cent.

The 2022 Share Award Scheme also incorporates other amendments to the Listing Rules, including the requirements that:

- (a) if the Company wishes to renew the Scheme Mandate Limit within a period of three years from the date of the adoption of the scheme, the independent Shareholders must approve such renewal;
- (b) Shareholders approve grants to individual grantees exceeding certain thresholds;
- (c) Independent Non-executive Directors approve all grants to connected persons; and
- (d) a vesting period should normally be for at least 12 months.

In limited circumstances, the Remuneration Committee may impose a vesting period of shorter than 12 months in respect of Awards granted to Participants who are employees or directors of the Group in case of grants (a) to new joiners to replace the share awards they forfeited when leaving the previous employer, in order to recruit skilled and experienced personnel and to recognize forfeitures suffered by them in connection with joining the Group, or (b) which would have been made earlier but for administrative and compliance reasons and are made in a subsequent batch, in order to put the Grantees in the same position as they would have been in had the grant been made earlier.

Under the 2022 Share Award Scheme, the Remuneration Committee (which currently consists of Angela Iris Brav, Paul Kenneth Etchells, Jerome Squire Griffith and Ying Yeh, all of whom are independent non-executive Directors) may grant Awards of Options or RSUs to Participants.

LETTER FROM THE BOARD

The difference between RSUs and Options is that holders of Options have the right to elect, at their discretion, whether to exercise their Option to subscribe for the new Share; and they are required to pay an exercise price upon such exercise. By contrast, holders of RSUs hold contingent rights to receive Shares when the RSUs vest. Upon the vesting of an Award of RSUs, they neither elect whether to receive the Shares underlying the RSUs nor pay any consideration in order to receive those Shares: instead, the Shares will automatically be issued or transferred (as the case may be) to the RSU holders in accordance with the terms of the Scheme, in accordance with the Articles of Association and article 420-26 (6) of the Luxembourg Companies Law. As Participants are not required to pay for Shares upon vesting of an Award of RSUs, they can receive the same economic advantage using fewer Shares than upon exercise of an Award of Options, which means that the dilutive effect of Awards of RSUs is less than that of Awards of Options.

The Remuneration Committee will consider these factors as well as all applicable laws, rules and regulations and the Scheme's purpose (as described below) in determining whether to make Awards of Options or of RSUs.

Cost of Granting the Awards

The Directors consider that it is not appropriate or helpful to the Shareholders to state the value of all Awards that can be granted under the 2022 Share Award Scheme as if they had been granted as at the Latest Practicable Date. The Directors believe that any statement regarding the value of the Awards as at the Latest Practicable Date will not be meaningful to the Shareholders since the Awards to be granted will not be assignable, and no holder of an Award shall in any way sell, transfer, charge, mortgage, encumber or create any interest in favor of any third party over or in relation to any Award.

In addition, the calculation of the value of the Awards is based on a number of variables such as exercise price, exercise period, interest rate, expected volatility and other relevant variables. The Directors believe that any calculation of the value of the Awards as at the Latest Practicable Date based on a number of speculative assumptions would not be meaningful and would be misleading to the Shareholders.

Other Information

An application will be made by the Company to the Listing Committee of the Stock Exchange for the listing of, and permission to deal in, the new Shares which may be issued pursuant to the exercise and/or vesting of the Awards which may be granted under the 2022 Share Award Scheme.

As of the date hereof, no Award had been granted or agreed to be granted by the Company under the 2022 Share Award Scheme.

As at the date hereof, to the extent that the Directors are aware having made all reasonable enquiries, none of the Shareholders is required to abstain from voting on the resolution in relation to the adoption of the 2022 Share Award Scheme.

LETTER FROM THE BOARD

A summary of the principal terms of the 2022 Share Award Scheme is set out in the Appendix to this circular.

Details of the 2022 Share Award Scheme, including particulars and movements of the Awards granted during each financial year of the Company, and the employee costs arising from the grant of the Awards will be disclosed in the Company's annual report.

Awards to be granted pursuant to the 2022 Share Award Scheme and issuance of shares underlying Awards granted thereunder will be made pursuant to the 2020 Share Capital Authorization. Such authorization to the Board shall be renewed by the Shareholders at the latest on July 14, 2025.

4. RECOMMENDATION

The Directors are of the view that the proposed adoption of the 2022 Share Award Scheme is in the best interests of the Company and the Shareholders.

Accordingly, the Directors recommend the Shareholders to vote in favor of the ordinary resolution to be proposed at the General Meeting to approve the adoption of the 2022 Share Award Scheme.

5. REPORT OF THE BOARD

Together with this circular, Shareholders will receive a copy of the report drawn up by the Board in accordance with Article 10.9 of the Articles of Association relating to, among other things, (i) the conflict of interest of Mr. Kyle Francis Gendreau in the decision made by the Board to increase in one or several sequences, upon exercise of the Options granted pursuant to the 2012 Share Award Scheme, the share capital of the Company, within the limits of the authorized capital of the Company pursuant to Article 4.2 of the Articles of Association, and (ii) the conflict of interest of Mr. Timothy Charles Parker in the decision of his re-appointment as Chairman of the Board.

6. GENERAL MEETING AND PROXY ARRANGEMENT

The notice of the General Meeting is set out on pages 34 to 36 of this circular. At the General Meeting, resolutions will be proposed to approve the adoption of the 2022 Share Award Scheme.

The form of proxy for use at the General Meeting is enclosed with this circular and such form of proxy is also published on the websites of Hong Kong Exchanges and Clearing Limited (www.hkexnews.hk) and the Company (<https://corporate.samsonite.com/en/home.html>). To be valid, the form of proxy must be completed and signed in accordance with the instructions printed thereon and 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 to the Company's registered office at 13-15

LETTER FROM THE BOARD

Avenue de la Liberté, L-1931 Luxembourg, Grand-Duchy of Luxembourg as soon as possible but in any event not less than 48 hours (excluding any part of a day that is a public holiday) before the time appointed for the holding of the General Meeting or any adjournment thereof.

7. DIRECTORS' RESPONSIBILITY STATEMENT

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquiries, confirm that to the best of their knowledge and belief, the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

8. ADDITIONAL INFORMATION

With a heritage dating back more than 110 years, the Company, together with its consolidated subsidiaries, is a leader in the global lifestyle bag industry and the world's best-known and largest lifestyle bag and travel luggage company. The Group is principally engaged in the design, manufacture, sourcing and distribution of luggage, business and computer bags, outdoor and casual bags and travel accessories throughout the world, primarily under the *Samsonite*[®], *Tumi*[®], *American Tourister*[®], *Gregory*[®], *High Sierra*[®], *Kamiliant*[®], *ebags*[®], *Lipault*[®] and *Hartmann*[®] brand names as well as other owned and licensed brand names.

Pursuant to the Listing Rules and Article 13.5 of the Articles of Association, any vote of Shareholders at a general meeting must be taken by poll. An announcement on the poll vote results will be published by the Company after the General Meeting in the manner prescribed under Rule 13.39(5) of the Listing Rules.

Your attention is drawn to the additional information set out in the Appendix to this circular.

Yours faithfully,
For and on behalf of the Board
Timothy Charles Parker
Chairman

The following is a summary of the principal terms of the 2022 Share Award Scheme proposed to be adopted at the General Meeting. A copy of the Scheme will be made available to Shareholders upon written request. The 2022 Share Award Scheme is governed by, and its terms are in accordance with, the provisions of the new Chapter 17 of the Listing Rules, which will become effective on January 1, 2023, and the applicable Luxembourg laws.

The terms of the 2022 Share Award Scheme are substantially same as those of the 2012 Share Award Scheme (as amended) (which expired on October 26, 2022), save that the Scheme Mandate Limit will decrease from 10 per cent. to 5 per cent. of the Company's issued capital.

1. PURPOSE OF THE 2022 SHARE AWARD SCHEME

The purpose of the 2022 Share Award Scheme is to attract skilled and experienced personnel, to incentivise them to remain with the Group and to motivate them to strive for the future development and expansion of the Group by providing them with the opportunity to acquire equity interests in the Company.

2. WHO MAY PARTICIPATE IN THE 2022 SHARE AWARD SCHEME

On and subject to the terms of the 2022 Share Award Scheme and the Listing Rules, the Remuneration Committee (which shall consist of independent non-executive Directors) shall be entitled (but shall not be bound) at any time during the Term to make an Offer to any Participant, as the Committee may in its absolute discretion select.

3. STATUS OF THE 2022 SHARE AWARD SCHEME

3.1. Conditions of the 2022 Share Award Scheme

The 2022 Share Award Scheme shall take effect subject to (a) the passing of the resolutions by the Shareholders to approve the Scheme and to authorise the Remuneration Committee under authority delegated to it by the Board to grant Awards under the Scheme and the Board to allot, issue, procure the transfer of and otherwise deal with Shares in connection with the Scheme; and (b) the Listing Committee of the Stock Exchange granting the listing of, and permission to deal in, the new Shares that may be allotted and issued by the Company to satisfy the Awards which may be granted under the Scheme.

3.2. Duration of the 2022 Share Award Scheme

Subject to paragraphs 3.1 and 16, the 2022 Share Award Scheme shall be valid and effective for the period commencing on the Adoption Date and expiring on the tenth anniversary thereof or such earlier date as the Scheme is terminated in accordance with paragraph 16 (the “**Term**”), after which period no further Awards shall be offered or granted but the provisions of the 2022 Share Award Scheme shall remain in full force and effect in all other respects. Awards granted during the Term shall continue to be valid in accordance with their terms of grant after the end of the Term.

3.3. Administration of the 2022 Share Award Scheme

The 2022 Share Award Scheme is subject to the administration of the Remuneration Committee, who under authority delegated to it by the Board, has the power to grant Awards and to determine the terms on which such Awards are granted (including, for the avoidance of doubt, whether an Award shall take the form of an Option or an RSU).

3.4. Appointment of Trustee

The Company may appoint the Trustee to assist with the administration, exercise and vesting of Awards granted under the Share Award Scheme. The Company may, to the extent permitted by the Luxembourg Companies Law and the Listing Rules, (a) allot and issue Shares to the Trustee and/or (b) direct and procure the Trustee to make purchases of Shares (whether on-market or off-market), in either case to satisfy the Awards upon vesting or exercise. The Company shall, to the extent permitted by the Luxembourg Companies Law, including in particular the provisions of Article 430-19 thereof concerning the provision by a company of financial assistance for the acquisition of its own shares by a third party, provide sufficient funds to the Trustee by whatever means as the Board may in its absolute discretion determine to enable the Trustee to satisfy its obligations in connection with the administration, vesting and exercise of Awards.

4. GRANT OF AWARDS

4.1. Making an Offer

The Remuneration Committee shall, in its absolute discretion and at any time prior to the relevant Offer Date, determine whether the relevant Award shall take the form of an Option and/or an RSU.

An Offer shall be made to a Participant by a notice of grant in such form as the Committee may from time to time determine requiring the Participant to undertake to hold the Award on the terms on which it is to be granted and to be bound by the terms of the 2022 Share Award Scheme. The notice of grant shall specify the terms on which the Award is to be granted, including: (a) whether the Award is in the form of an Option and/or an RSU; (b) the number of Shares underlying the Award; (c) the Vesting Date and any performance conditions (which may include, but not limited to, measures relating to financial metrics such as net sales, Adjusted EBITDA, cumulative adjusted earnings per share or relative total shareholder return and operating metrics such as ESG scores) or other conditions that must be satisfied in order for the Award to vest in whole or in part; (d) in the case of an Award of an Option, the Exercise Price and the Exercise Period; (e) whether the Award is subject to the Malus & Clawback Policy, and (f) any other terms which may be imposed or not imposed either on a specific Award or generally, provided such terms shall not be inconsistent with any other terms and conditions of the Scheme.

Pursuant to the Malus & Clawback Policy, a Participant may be required to forfeit, return or reimburse the Company all or a portion of the Award and any amounts paid thereunder in the event of certain circumstances, which may include but not limited to the Participant's serious misconduct and a material misstatement in the Company's financial statements.

4.2. Acceptance of an Offer

An Offer is accepted when the Company receives written notice (in electronic or hard copy form or such other form as the Committee may accept) of the Grantee's acceptance. The Company may, in its discretion, require the Grantee to pay a remittance of HK\$1.00 (or such other amount in any other currency as the Committee may determine) as consideration for the grant of an Option at the time the Grantee accepts the Offer. Such remittance is not refundable in any circumstances.

The Offer shall remain open for acceptance by the Participant for such time to be determined by the Committee, provided that no such Offer shall be open for acceptance after the expiry of the Term or after the Participant to whom the Offer is made has ceased to be a Participant. To the extent that the Offer is not accepted within the time period and in the manner specified in the Offer, the Offer will be deemed to have been irrevocably declined and will lapse.

4.3. Restrictions on Time of Grant

The Company may not grant any Award after inside information has come to its knowledge until it has announced the information. In particular, it may not grant any Award during the period commencing one month immediately before the earlier of:

- (a) the date of the meeting of the Board (as such date is first notified to the Stock Exchange in accordance with the Listing Rules) for the approval of the Company's results for any year, half-year, quarter or any other interim period (whether or not required under the Listing Rules); and
- (b) the deadline for the Company to publish an announcement of its results for any year or half-year under the Listing Rules, or quarterly or any other interim period (whether or not required under the Listing Rules),

and ending on the date of the results announcement; and where a grant of an Award is to a Director, no Award may be granted on any day on which the financial results of the Company are published and during the period of:

- (c) 60 days immediately preceding the publication date of the annual results or, if shorter, the period from the end of the relevant financial year up to the publication date of the results; and
- (d) 30 days immediately preceding the publication date of the quarterly results (if any) and half-year results or, if shorter, the period from the end of the relevant quarterly or half-year period up to the publication date of the results.

4.4. Grant to Connected Persons

Any grant of an Award to any executive Director, chief executive or substantial shareholder of the Company or any of their respective associates shall be subject to the prior approval of the independent non-executive Directors and all grants to connected persons shall be subject to compliance with the applicable requirements of the Listing Rules.

4.5. Grant to Executive Directors, Chief Executive or Substantial Shareholders

Where (i) any grant of an Award (excluding Options) to any executive Director, chief executive or any of their respective associates or (ii) any grant of an Award (including Options) to a substantial shareholder or any of its associates would result in the Shares issued and to be issued in respect of all awards granted (excluding any awards lapsed in accordance with the terms of the relevant share award scheme) to such person (but excluding Shares in respect of options in case of (i)) pursuant to the 2022 Share Award Scheme and any other share award schemes of the Company in the 12 month period up to and including the Offer Date representing in aggregate over 0.1 per cent. of the Shares in issue on the Offer Date such further grant of an Award shall be subject to prior approval by the Shareholders in general meeting in accordance with the Listing Rules. Unless provided otherwise in the Listing Rules, the date of the Committee meeting for proposing such further grant of an Award is to be taken as the Offer Date for the purposes of calculating the Exercise Price (if any).

Any change in the terms of an Award granted to any executive Director, chief executive or substantial shareholder of the Company or any of their respective associates shall be subject to the prior approval of the Shareholders in general meeting in accordance with the Listing Rules.

5. VESTING AND EXERCISE PRICE

5.1. Vesting

Subject to the terms of the 2022 Share Award Scheme and to the specific terms on which each Award is granted, the Shares underlying an Award shall vest on the Vesting Date of such Award, provided that in the case of an RSU, if the vesting date of the RSU falls within a period during which the Company, the Trustee (in its capacity only under its appointment in terms of paragraph 3.4 above) or the relevant Grantee is prohibited from dealing in Shares by the Stock Exchange, the Listing Rules or any applicable laws, rules or regulations, the RSU shall vest on the first business day after the expiry of such period or such later date as the Remuneration Committee notifies to the Grantee. If vesting is subject to the satisfaction of performance or other conditions and such conditions are not satisfied in whole or in part, the Award shall lapse automatically in respect of such proportion of underlying Shares as have not vested with effect from the date on which the conditions are not satisfied.

The Vesting Period shall not be shorter than 12 months (unless otherwise determined by the Remuneration Committee in respect of Awards granted to Participants who are employees or directors of the Group in case of grants (a) to new joiners to replace the share awards they forfeited when leaving the previous employer, or (b) which would have been made earlier but for administrative and compliance reasons and are made in a subsequent batch, in order to put the Grantees in the same position as they would have been in had the grant been made earlier).

5.2. Exercise Price

The Exercise Price of an Option shall be determined by the Remuneration Committee at the Offer Date in its absolute discretion but in any event shall not be less than the higher of:

- (a) the closing price of the Shares as stated in the Stock Exchange's daily quotations sheets on the Offer Date, which must be a business day;
- (b) the average closing price of the Shares as stated in the Stock Exchange's daily quotation sheets for the five business days immediately preceding the Offer Date; and
- (c) the nominal value of the Shares.

5.3. Exercise

An Option will be deemed to be exercised when the Company receives a written notice from the Grantee accompanied by payment for the full amount of the Exercise Price multiplied by the number of Shares in respect of which the Option is exercised, save to the extent that other arrangements have been made for payment of the Exercise Price which are satisfactory to the Remuneration Committee.

6. MAXIMUM NUMBER OF SHARES AVAILABLE FOR THE SHARE AWARD SCHEME

6.1. Scheme Mandate Limit

Subject to paragraph 6.5 below, at any time during the Term, the maximum aggregate number of Shares in respect of which Awards may be granted under the Share Award Scheme shall be calculated in accordance with the following formula:

$$X = A - B - C$$

where:

- X** = the maximum aggregate number of Shares in respect of which Awards may be granted under the 2022 Share Award Scheme;
- A** = the Scheme Mandate Limit;
- B** = the maximum aggregate number of Shares which may be issued upon the vesting or exercise of the Awards already granted (but which have not lapsed) under the 2022 Share Award Scheme which in the event that there has been a New Approval Date, shall only include those Shares underlying Awards that have been granted since the most recent New Approval Date; and
- C** = the maximum aggregate number of Shares which may be issued upon the vesting or exercise of the Awards already granted (but which have not lapsed) under any other share award schemes of the Company, (1) but excluding the 2012 Share Award Scheme or any other such scheme which has expired as at the Adoption Date or the New Approval Date (as applicable), and (2) in the event that there has been a New Approval Date, shall only include those Shares underlying awards that have been granted under any such other share award schemes of the Company since the most recent New Approval Date.

Shares in respect of Awards which have lapsed in accordance with the terms of the 2022 Share Award Scheme and any other share award schemes of the Company will not be counted for the purpose of determining the maximum aggregate number of Shares which may be issued upon the vesting or exercise of Awards granted under the Scheme.

6.2. Renewal of Scheme Mandate Limit

The Scheme Mandate Limit may be renewed (a) every three years subject to Board and Shareholders' approval or (b) within a three year period subject to Board and Shareholders' approval and with the relevant persons specified in the Listing Rules abstaining from voting on the relevant resolution and in each case, subject to the requirements of the Listing Rules, but in any event, the total number of Shares which may be issued upon the vesting or exercise

of the Awards granted under the 2022 Share Award Scheme and any other share award schemes of the Company following the date of approval of the renewed limit (the “**New Approval Date**”) under the limit as renewed must not exceed 5 per cent. of the Shares in issue as at the New Approval Date. Shares which may be issued upon the vesting or exercise of Awards granted under the Share Award Scheme and any other share award schemes of the Company (including those outstanding, cancelled, lapsed in accordance with the 2022 Share Award Scheme or any other share award schemes of the Company or vested or exercised Awards) prior to the New Approval Date will not be counted for the purpose of determining the maximum aggregate number of Shares which may be issued upon the vesting or exercise of Awards granted following the New Approval Date under the limit as renewed. For the avoidance of doubt, Shares issued prior to the New Approval Date pursuant to the vesting or exercise of Awards granted under the 2022 Share Award Scheme and any other share award schemes of the Company will be counted for the purpose of determining the number of Shares in issue as at the New Approval Date.

6.3. Grant of Awards Beyond the Scheme Mandate Limit

Notwithstanding the foregoing, the Company may grant Awards beyond the Scheme Mandate Limit to Participants if separate Shareholders’ approval has been obtained for granting Awards beyond the Scheme Mandate Limit to Participants specifically identified by the Company before such Shareholders’ approval is sought in accordance with the Listing Rules.

6.4. Grantee’s Maximum Holding

In addition to paragraph 4.5 above, and subject to the paragraph below, the maximum number of Shares issued and to be issued upon the vesting or exercise of the Awards granted to each Participant under the 2022 Share Award Scheme (excluding any awards lapsed in accordance with the terms of the relevant share award scheme) in any 12-month period shall not (when aggregated with any Shares underlying the Awards granted during such period under any other share award schemes of the Company) exceed 1 per cent. of the Shares in issue for the time being.

Where any further grant of Awards to a Participant would result in the Shares issued and to be issued upon the vesting or exercise of all Awards granted and to be granted to such person (excluding any awards lapsed in accordance with the terms of the relevant share award scheme) in the 12-month period up to and including the date of such further grant (when aggregated with any Shares underlying the awards granted during such period pursuant to any other share award schemes of the Company) representing in aggregate over 1 per cent. of the Shares in issue, such further grant must be separately approved by Shareholders in general meeting in accordance with the Listing Rules.

6.5. Cumulative Dilution Limit

The Company may not grant Awards under the 2022 Share Award Scheme, if such grant would result in the total number of Shares which may be issued upon the vesting or exercise of the outstanding Awards granted pursuant to the 2022 Share Award Scheme and any other share award schemes of the Company (including any such scheme which has expired, such as the 2012 Share Award Scheme) exceeding 10 per cent. of the shares in issue at the time of the grant.

7. RIGHTS ATTACHED TO THE AWARDS

The Awards do not carry any right to vote at general meetings of the Company, or any dividend, transfer or other rights (including those arising on the winding-up of the Company).

No Grantee shall enjoy any of the rights of a Shareholder by virtue of the grant of an Award under the 2022 Share Award Scheme, unless and until the Shares underlying the Award are actually allotted and issued or transferred (as the case may be) to the Grantee pursuant to the vesting or exercise of such Award.

8. RIGHTS ATTACHED TO THE SHARES

A Grantee shall not be entitled to any dividends or distributions in respect of any Shares underlying the Awards granted until such Shares have been allotted and issued or transferred to the Grantee. Subject to the foregoing, the Shares to be allotted and issued or transferred upon the vesting or exercise of the Awards shall be subject to all the provisions of the articles of association of the Company for the time being in force and shall rank *pari passu* in all respects with, and shall have the same voting, dividend, transfer and other rights (including those rights arising on a winding-up of the Company) as the existing fully paid Shares in issue on the date on which those Shares are allotted and issued or transferred pursuant to the vesting or exercise of the Awards and, without prejudice to the generality of the foregoing, shall entitle the holders to participate in all dividends or other distributions paid or made on or after the date on which Shares are allotted and issued, or transferred, other than any dividends or distributions previously declared or recommended or resolved to be paid or made if the record date thereof shall be before the date on which the Shares are allotted and issued or transferred.

9. ASSIGNMENT OF AWARDS

An Award shall be personal to the Grantee and shall not be assignable or transferable by the Grantee and the Grantee shall not in any way sell, transfer, charge, mortgage, encumber or create any interest in favor of any third party over or in relation to any Award unless such prohibition is otherwise waived by the Stock Exchange in accordance with the Listing Rules.

10. CORPORATE EVENTS

10.1. Rights on a Takeover

If a general offer by way of voluntary offer, takeover or otherwise (other than by way of scheme of arrangement under paragraph 10.2 below) is made to all the Shareholders (or all such Shareholders other than the offeror and/or any person controlled by the offeror and/or any person acting in association or concert with the offeror) by any person and such offer becomes or is declared unconditional prior to the expiry of the Exercise Period of any Option or the Vesting Date of any RSU, the Company shall, as soon as practicable, give notice to each Participant of such general offer. Unless the Award is replaced in accordance with paragraph 10.6 below, the Shares underlying the Award (to the extent not already vested) shall vest in accordance with paragraph 10.5 below and, in the case of an Option, the Grantee shall be entitled to exercise the Option (to the extent vested and not already exercised) at any time after the general offer becomes or is declared unconditional and up to the close of such offer (or, as the case may be, revised offer). The Award (to the extent not vested or, in the case of Options, not exercised) will lapse automatically on the date on which such offer (or, as the case may be, revised offer) closes.

10.2. Rights on a Scheme of Arrangement

If a general offer for Shares by way of scheme of arrangement is made by any person to all the Shareholders and has been approved by the necessary number of Shareholders at the requisite meetings prior to the expiry of the Exercise Period of any Option or the Vesting Date of any RSU, the Company shall as soon as practicable give notice to each Participant of such approval. Unless the Award is replaced in accordance with paragraph 10.6 below, the Shares underlying the Award (to the extent not already vested) shall vest in accordance with paragraph 10.5 below and, in the case of an Option, each Grantee shall be entitled to exercise the Option (to the extent vested and not already exercised) at any time after the meetings whereby the scheme is approved and up to the record date for determining entitlements under such scheme of arrangement. Subject to the scheme of arrangement becoming effective, the Award (to the extent not vested or, in the case of an Option, not exercised) will lapse automatically on the record date for determining entitlements under such scheme of arrangement.

10.3. Rights on a Compromise or Arrangement

If, under the Luxembourg Companies Law, a compromise or arrangement (other than a scheme of arrangement contemplated in paragraph 10.2 above) between the Company and the Shareholders and/or the creditors of the Company is proposed for the purposes of or in connection with a scheme for the reconstruction of the Company or its amalgamation with any other company or companies prior to the expiry of the Exercise Period of any Option or the Vesting Date of any RSU, the Company shall give notice thereof to all the Grantees on the same day as it despatches to the Shareholders and/or its creditors a notice summoning the meeting to consider such a compromise or arrangement. Unless the Award is replaced in accordance with paragraph 10.6 below, the Shares underlying the Award (to the extent not already vested)

shall vest in accordance with paragraph 10.5 below and, in the case of an Option, each Grantee shall be entitled to exercise the Option (to the extent vested and not already exercised) provided that such exercise is not later than three business days prior to the date of the proposed meeting. The Company shall as soon as possible and at least one business day before the date of the proposed meeting, allot and issue or procure the transfer (as the case may be) of such number of Shares to the Grantee which falls to be issued or transferred on such vesting or exercise of the Award, credited as fully paid, and shall register such Shares in the Grantee's name and issue to the Grantee (or his/her custodian agent) share certificates in respect of such Shares. With effect from the date two business days before the date of such meeting, the rights of all Grantees to exercise their Options shall be suspended. The Board shall endeavour to procure that the Shares issued or transferred (as the case may be) upon the vesting or exercise of the Awards in such circumstances shall for the purposes of such compromise or arrangement form part of the issued share capital of the Company on the effective date thereof and that such Shares shall in all respects be subject to such compromise or arrangement. If, for any reason, such compromise or arrangement is not approved by the relevant court (whether upon the terms presented to the relevant court or upon any other terms as may be approved by such court), the rights of the Grantees to exercise their Options shall, with effect from the date of the court's order and to the extent they had not been exercised at the date such rights were suspended, be restored in full as if such compromise or arrangement had not been proposed by the Company and neither the Company nor the Directors shall be liable for any loss or damage suffered or sustained by any Grantee as a result of the aforesaid suspension of rights.

10.4. Rights on a Voluntary Winding-up

If a notice is given by the Company to the Shareholders to convene a general meeting for the purposes of considering and, if thought fit, approving a resolution to voluntarily wind-up the Company prior to the expiry of the Exercise Period of any Option or the Vesting Date of any RSU, the Company shall give notice thereof to all the Grantees on the same day as it despatches to the Shareholders the notice convening the meeting. Notwithstanding any other terms on which the Award was granted, the Shares underlying the Award (to the extent not already vested) shall vest in accordance with the paragraph below and, in the case of an Option, each Grantee shall be entitled to exercise the Option (to the extent vested and not already exercised) provided such exercise is not later than three business days prior to the date of the proposed meeting. The Company shall as soon as possible and in any event at least one business day before the date of the proposed general meeting, allot and issue or procure the transfer of (as the case may be) such number of Shares to the Grantee which falls to be issued or transferred on such vesting or exercise of the Award, credited as fully paid and shall register such Shares in the Grantee's name and issue to the Grantee (or his/her custodian agent) share certificates in respect of such Shares. With effect from the date two business days prior to the date of such meeting, the rights of all Grantees to exercise their Options shall be suspended. If, for any reason, the resolution for the voluntary winding-up of the Company is not approved by the Shareholders, the rights of the Grantees to exercise their Options shall be restored in full, to the extent that they had not been exercised at the date such rights were suspended, as if such resolution for the voluntary winding-up of the Company had not been proposed by the Company and neither the Company nor the Directors shall be liable for any loss or damage suffered or sustained by any Grantee as a result of the aforesaid suspension of rights.

10.5. Extent of Vesting

Upon the occurrence of any of the events referred to in paragraphs 10.1 to 10.4 above, the number of underlying Shares (if any) which shall vest and the date on which any such vesting will occur shall be determined by the Remuneration Committee in its absolute discretion by reference to factors which may include (a) the extent to which any performance or other conditions to vesting have been satisfied and (b) the proportion of the Vesting Period that has expired, in each case as at the relevant event, and the Company shall notify the Grantee of the date on which and the extent to which his/her Award will vest and, in the case of an Option, the period during which it may be exercised (which period shall not expire after the expiry of the periods for exercising the Options referred to in paragraphs 10.1 to 10.4 above). If the Remuneration Committee determines that any Award shall vest in part only, the balance of the Award shall lapse.

10.6. Replacement of Awards

In the case of any of the events referred to in paragraphs 10.1 to 10.3 above, Awards may be replaced by equivalent awards as agreed with the offeror or acquiring company. If no such replacement is agreed or permitted under applicable laws, then Awards will vest or be exercisable as described in paragraphs 10.1, 10.2 or 10.3.

Such new replacement awards will vest or become exercisable immediately upon the occurrence of the following during the 24-month period following the relevant corporate 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,

with the vesting level of awards that are subject to performance conditions determined based on at-target level achievement of such applicable performance conditions and the proportion of the Vesting Period that has expired.

11. LAPSE OF AWARDS

An Award or any part thereof which has not yet vested or which, in the case of an Option, has vested but not yet been exercised shall lapse automatically and not be exercisable on the earliest of:

- (a) in the case of an Option, the expiry of the Exercise Period (subject to the provisions of the 2022 Share Award Scheme);
- (b) the date of termination of the Grantee's employment or service by the Company or any of its subsidiaries for Cause;

- (c) the date on which the Grantee:
 - (i) becomes an officer, director, employee, consultant, adviser, partner of, or a shareholder or other proprietor owning an interest of 5 per cent. or more in, any Competitor; or
 - (ii) knowingly performs any act that may confer any competitive benefit or advantage upon any Competitor;
- (d) subject to paragraphs 10.1 and 10.6 above, the date on which the offer (or, as the case may be, revised offer) closes;
- (e) subject to paragraphs 10.2 and 10.6 above, the record date for determining entitlements under a scheme of arrangement;
- (f) subject to paragraph 10.6 above, the date on which the compromise or arrangement referred to in paragraph 10.3 above becomes effective;
- (g) the date of the commencement of the winding-up of the Company;
- (h) the expiry of the period for exercising the Option referred to in paragraph 12 below;
- (i) the date on which the Grantee (whether intentionally or otherwise) commits a breach of paragraph 9 above;
- (j) the date on which the Grantee is declared bankrupt or enters into any arrangement or composition with his/her creditors generally; and
- (k) (in respect of Shares underlying an Award which are subject to performance or other vesting condition(s)) the date on which the condition(s) to vesting are not satisfied.

The Remuneration Committee shall have the right to determine whether the Grantee's employment or service has been terminated for Cause, the effective date of such termination for Cause and whether someone is a Competitor, and such determination by the Committee shall be final and conclusive.

12. RIGHTS ON CESSATION OF EMPLOYMENT OR SERVICE

If the Grantee ceases to remain in employment or service with the Company or any of its subsidiaries for any reason other than for Cause (including by reason of resignation, retirement, death, Disability or non-renewal of the employment or service agreement upon its expiration for any reason other than for Cause) prior to the expiry of the Exercise Period of any Option or the vesting of any RSU, then notwithstanding any other terms on which the Award was granted, the Committee shall determine at its absolute discretion and shall notify the Grantee whether following such termination the Award (to the extent not already vested) shall vest, the

date on which any such vesting will occur and, in the case of an Option, the period within which the Grantee will be entitled to exercise the Option (to the extent not already exercised). To the extent that (a) the Committee determines that any Award shall not vest in respect of some or all of the underlying Shares following such termination or (b) in the case of an Option, the Option has vested but has not been exercised by the expiry of the period for exercise of Options determined by the Committee under this paragraph, such Award shall automatically lapse in respect of those underlying Shares with effect from the date on which the Grantee's employment or service is terminated or the expiry of such period for the exercise of Options (as the case may be).

13. CANCELLATION OF AWARDS

The Board may at any time with the consent of and on such terms as may be agreed with the relevant Grantee cancel Awards previously granted but which have not yet vested. Where the Company cancels Awards and offers new Awards to the same Grantee, the offer of such new Awards may only be made with available Awards to the extent not yet granted (excluding the cancelled Awards) within the limits prescribed by paragraph 6 above.

14. REORGANISATION OF CAPITAL STRUCTURE

In the event of an alteration in the capital structure of the Company by way of a capitalisation issue, rights issue, subdivision or consolidation of shares or reduction of the share capital of the Company in accordance with applicable laws and the Listing Rules (other than any alteration in the capital structure of the Company as a result of an issue of Shares as consideration in a transaction to which the Company or any of its subsidiaries is a party or in connection with any share award schemes of the Company) during the Term, such corresponding adjustments (if any) shall be made to:

- (a) the Scheme Mandate Limit;
- (b) the number and/or nominal value of Shares underlying any RSU or part thereof which has not yet vested and/or been satisfied; and/or
- (c) the number and/or nominal value of underlying Shares and the Exercise Price of any Option which has not yet vested or has vested but not yet been exercised and/or satisfied,

or any combination thereof, provided that:

- (d) any such adjustments give a Grantee the same proportion of the share capital of the Company (rounded to the nearest whole Share) as that to which that Grantee was previously entitled; and

- (e) notwithstanding sub-paragraph (d) above, any adjustments as a result of an issue of securities with a price-dilutive element, such as a rights issue, open offer or capitalisation issue, should be based on a scrip factor similar to the one used in accounting standards in adjusting the earnings per share figures,

but no such adjustments shall be made to the extent that a Share would be issued at less than its nominal value. In respect of any such adjustments, the Auditors or an independent financial adviser to the Company (as the case may be) must confirm to the Board in writing that the adjustments are in their opinion fair and reasonable.

The Company shall engage the Auditors or an independent financial adviser to the Company to certify in writing, either generally or as regards any particular Grantee, that the adjustments made by the Company under this paragraph 14 satisfy the requirements set out in sub-paragraphs (d) and (e) above.

15. ALTERATION OF THE 2022 SHARE AWARD SCHEME

Save as provided in this paragraph 15, the Board may alter any of the terms of the 2022 Share Award Scheme, including but not limited to the method by which a Grantee accepts the Offer, the method by which an Option may be exercised, and such other minor amendments to benefit the administration of the Scheme, at any time.

Any alterations to the terms and conditions of the Scheme which are of a material nature or any alterations to the specific provisions of the Scheme which relate to the matters set out in Rule 17.03 of the Listing Rules to the advantage of Participants and changes to the authority of the Board in relation to any alteration of the terms of the Scheme, in each case, must be approved by Shareholders in general meeting.

Any changes to the terms of the Awards granted must be approved by Board, the Committee, the independent non-executive Directors' and/or the Shareholders in general meeting (as the case may be) if the initial grant of such Awards was approved by the Board, the Committee, the independent non-executive Directors and/or Shareholders in general meeting (as the case may be), except where the alterations or changes take effect automatically under the existing terms of the Scheme. The Board's determination as to whether any proposed alteration to the terms and conditions of the Scheme is material shall be conclusive.

The 2022 Share Award Scheme so altered must comply with the requirements of Luxembourg Companies Law and the Listing Rules.

16. TERMINATION OF THE 2022 SHARE AWARD SCHEME

The Shareholders in general meeting by ordinary resolution or the Board may at any time terminate the 2022 Share Award Scheme and, in such event, no further Awards may be offered or granted but in all other respects the terms of the Scheme shall remain in full force and effect in respect of Awards which are granted during the Term and which remain unvested or which have vested but have not yet been exercised immediately prior to the termination of the Scheme.

17. ADMINISTRATION OF THE 2022 SHARE AWARD SCHEME

The 2022 Share Award Scheme shall be subject to the administration of the Remuneration Committee whose decision as to all matters arising in relation to the Scheme or its interpretation or effect shall (save as otherwise provided herein) be final and binding on all parties. The Committee shall have the right to (a) interpret and construe the provisions of the Scheme; (b) determine the persons (if any) who shall be offered Awards under the Scheme; (c) determine the terms on which Awards are granted; (d) determine the number of Shares underlying the Awards; (e) subject to paragraphs 14 and 15 above, make such adjustments to the terms of the 2022 Share Award Scheme and of the Awards granted under the Scheme as the Committee deems necessary and shall notify the relevant Grantee(s) of such adjustment(s) by written notice; and (f) make such other decisions or determination as it shall deem appropriate provided that the same are not inconsistent with the provisions of the Scheme and the Listing Rules. The Board shall have the power from time to time to make or vary regulations for the administration and operation of the Scheme, provided that the same are not inconsistent with the other provisions of the Scheme. The Board shall also have the power to delegate its powers to grant Awards and to determine the terms on which such Awards are granted to any of the Directors or any duly authorized committee of the Board from time to time.

NOTICE OF GENERAL MEETING



SAMSONITE INTERNATIONAL S.A.

新秀丽國際有限公司

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 GENERAL MEETING

Notice is hereby given that a general meeting (the “**General Meeting**”) of Samsonite International S.A. (the “**Company**”) will be held on Wednesday, December 21, 2022 at 1:00 P.M. (CET)/8:00 P.M. (Hong Kong time) without holding a physical meeting for the purposes of considering and, if thought fit, passing (with or without amendments) the following resolution:

ORDINARY RESOLUTION

1. “**THAT:**

- (a) approval and adoption of the rules of the share award scheme of the Company, a copy of which has been signed by the Chairman of the meeting for identification purposes (the “**2022 Share Award Scheme**”), subject to and conditional upon the Listing Committee of The Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”) granting the listing of and permission to deal in the shares to be issued pursuant to the vesting or exercise of any awards granted under the 2022 Share Award Scheme; and
- (b) authorization of the remuneration committee of the board of directors of the Company (the “**Board**”) (the “**Remuneration Committee**”) under authority delegated to it by the Board to grant awards of options or restricted share units (“**RSUs**”) pursuant to the 2022 Share Award Scheme, and authorization of the Board to allot and issue shares, direct and procure any professional trustee as may be appointed by the Company to assist with the administration, exercise and vesting of options and RSUs, to transfer shares and otherwise deal with shares underlying the options and/or RSUs granted pursuant to the 2022 Share Award Scheme as and when they are exercised or vest (as the case may be), in accordance with Luxembourg Companies Law and the articles of association of the Company, including in particular with respect to the limitation or suppression of the preferential subscription rights of existing shareholders of the Company.”

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

Luxembourg, November 29, 2022

NOTICE OF GENERAL MEETING

Notes:

1. The resolution at the 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. In view of the ongoing COVID-19 pandemic, pursuant to the law dated September 23, 2020, extending measures concerning the holding of meetings in companies and other legal entities, as amended, which authorized Luxembourg incorporated companies to adopt resolutions without physical meetings notwithstanding any provisions in the articles of association, the General Meeting shall be held without holding a physical meeting. Any shareholder of the Company entitled and wishing to vote at the General Meeting must appoint the chairman of the General Meeting (as designated representative of the Company) as his/her/its proxy to vote instead of him/her/it.
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/her/its own name in the register of members of the Company) shall only be entitled to vote by providing his/her/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.
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, Grand-Duchy of Luxembourg not less than 48 hours (excluding any part of a day that is a public holiday) before the time appointed for the holding of the General Meeting or any adjournment thereof.
5. For determining the entitlement to attend and vote at the General Meeting, the register of members of the Company will be closed from Friday, December 16, 2022 to Wednesday, December 21, 2022, both dates inclusive, during which period no transfer of shares will be registered. In order to be eligible to attend and vote at the 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, Grand-Duchy of Luxembourg or with the Company’s branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong for registration not later than 4:30 p.m. on Thursday, December 15, 2022 (Hong Kong Time).
6. 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 acting as the data user/data controller of the collected personal data.

The legal basis for the processing of the personal data is: (i) the Company’s legitimate interest, (ii) compliance with legal obligations.

The personal data is collected and processed for the purpose of preparing and holding the General Meeting, preparing and taking of any resolutions related to the General Meeting as well as any filing requirements and declarations related to the resolutions taken in this context.

The Company shall transmit your personal data to its agents, contractors or other third party service providers who provide any administrative, computer and other services to the Company and any duly appointed professionals, such as law firms, banks, consultants, domiciliation agents, auditors, financial experts and other professional advisors and governmental bodies etc. involved in the organization of the General Meeting and in voting operations, as well as subsequent filing requirements. As necessary, sub-processing agreements will be signed with any concerned data processor acting on behalf and for the account of the Company.

NOTICE OF GENERAL MEETING

Any transfer of your personal data from a member state of the European Union to a recipient located in a third country, will be handled in accordance with Chapter V “Transfers of personal data to third countries or international organisations” of 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 (General Data Protection Regulation).

The Company may store your personal data until it is no longer necessary to retain it to fulfil any of the purposes for which it was collected/processed, without prejudice to further obligations that may apply to the Company and which may require such personal data to be retained for a longer period.

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, to request the deletion of the data (under certain circumstances), as well as the right to data portability.

Please be also aware that, to the extent it is necessary for the purposes for which your personal data was collected/processed, and provided that the Company always complies with its legal obligations, the Company may disclose your personal data to:

- 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*).

Any questions in relation with the processing of your personal data can be sent to the Company’s Joint Company Secretary by e-mail at john.livingston@samsonite.com.

As of the date of this notice, the Executive Director is Kyle Francis Gendreau, the Non-Executive Director is Timothy Charles Parker and the Independent Non-Executive Directors are Claire Marie Bennett, Angela Iris Bray, Paul Kenneth Etchells, Jerome Squire Griffith, Tom Korbas and Ying Yeh.