

SHARE PURCHASE AGREEMENT

BETWEEN

ANTA SPORTS PRODUCTS LIMITED

AND

ARTÉMIS

26 JANUARY 2026

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SHARE PURCHASE AGREEMENT

BETWEEN:

- (1) **ANTA Sports Products Limited**, a company duly organized and existing under the laws of the Cayman Islands with registered office at the offices of Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, Cayman Islands, duly represented for the purpose hereof

hereinafter, the “**Purchaser**”;

and

- (2) **Artémis**, a French *société par actions simplifiée*, organized under the laws of France having its registered office located at 12 rue François 1^{er}, 75008 Paris, registered with the Paris Trade and Companies Registry under number 378 648 992, duly represented for the purpose hereof

hereinafter, the “**Seller**”.

The Purchaser and the Seller are collectively referred to as the “**Parties**” and, each individually, as a “**Party**”.

WHEREAS:

- (A) PUMA SE is a European Company (*Societas Europaea*) organized under the laws of Germany having its registered office located at PUMA WAY 1, 91074 Herzogenaurach, Germany, registered with the commercial register of the local court (*Amtsgericht*) of Fürth (Bavaria) under number HRB 13085 (the “**Company**”), whose shares are admitted to trading on the regulated market (*Regulierter Markt*) of the Frankfurt Stock Exchange and, in addition, in its Prime Standard segment, and are also traded on various other German regulated markets and open markets (*Freiverkehr*), in particular at the stock exchanges in Berlin, Düsseldorf, Hamburg, Hanover, Munich and Stuttgart, in each case under International Securities Identification Number (ISIN) DE0006969603.

The Company is principally engaged in the development and sale of a broad range of sports and sports lifestyle products, including footwear, apparel and accessories.

- (B) As at the date hereof, the Seller holds 43 014 760 ordinary shares in the Company. The Shares are certified in a global share certificate (*Globalurkunde*) held in collective safe custody at Clearstream Banking AG, Frankfurt am Main (Germany), (“**Clearstream**”) and are booked in four Seller’s securities deposit accounts at CACEIS Bank SA, German Branch, with the account numbers 02502614171, 025026141701, 02585314811 and 25577/51 (the “**Seller's Depository Bank**”; these securities deposit accounts the “**Seller's Securities Deposit Accounts**”).
- (C) The Purchaser wishes to acquire the Shares from Seller, and Seller wishes to sell the Shares to Purchaser, in each case upon the terms and subject to the conditions set out in this Agreement (the “**Transaction**”).
- (D) The Purchaser has delivered to the Seller a copy of a resolution of its board of directors authorising the execution of and the performance by the Purchaser of its obligations under this Agreement.
- (E) The Purchaser and the Seller, neither by virtue of this Agreement nor on the basis of any other understanding are not, or will not, act jointly or in concert with regard to the Company, in particular within the meaning of Section 2 para. 5 or Section 30 para. 2 of the German Securities Acquisition and Takeover Act (*WpÜG*) or Section 34 para. 2 of the German Securities Trading Act (*WpHG*).

IT IS AGREED:**1. Definitions and Interpretation****1.1** Definitions

The words and expressions defined in this share purchase agreement (including its recitals, schedules and exhibits) (this “**Agreement**”) shall have the meanings ascribed to them in Schedule 1.1.

1.2 Interpretation

Unless the context otherwise requires, this Agreement is subject to the rules of interpretation set out in Schedule 1.2.

2. Sale and Purchase as well as Transfer of the Shares

- 2.1** Upon the terms and subject to the conditions set forth in this Agreement, the Seller shall sell, and the Purchaser shall purchase, on the Closing Date, full legal and beneficial title and

ownership to all of the Shares free and clear from any Lien, together with all rights and interests in and to such Shares.

- 2.2** The Parties expressly agree that all rights and obligations pertaining to the Shares as of the Closing Date, including the rights to all dividends not resolved upon the Closing Date as well as to any profits generated during previous financial years which will not have been distributed at the Closing Date shall be for the sole benefit of the Purchaser.
- 2.3** The transfer of the Shares from the Seller to the Purchaser with effect in rem (*Übereignung mit dinglicher Wirkung*) shall occur on the Closing Date under Clearstream's securities transfer system (*Effektengiroverkehr*) as set out in Clause 5.1 and Clause 5.2 below.

In addition to the foregoing provisions, and as a matter of precaution, the Seller hereby irrevocably offers to assign (*bietet unwiderruflich an, abzutreten*) to the entity designated as Transferee in the Settlement Notice pursuant to Clause 2.4 below (the "**Transferee**"), subject to the occurrence of the conditions precedent (*aufschiebende Bedingungen*) set out in Clause 4 below and subject to the receipt of the Closing Aggregate Purchase Price by the Seller in full on the Effective Transfer Date as set out in this Agreement,

- the Seller's claim for the delivery (*Herausgabeanspruch*) of the Shares against the Seller's Depository Bank and Clearstream pursuant to Sections 929, 931 of the German Civil Code (*BGB*) in combination with Sections 7, 8 of the German Deposit Act (*DepotG*); and
- the Seller's membership rights (*Mitgliedschaftsrechte*) arising out of the Shares in accordance with Sections 413, 398 of the German Civil Code (*BGB*), including all rights and obligations pertaining to the Shares, including the rights to all dividends not resolved upon the Closing Date as well as to any profits generated during previous financial years which have not been distributed at the Closing Date.

Subject to the above-mentioned provisions on occurrence of the conditions precedent and payment of the price, this assignment offer (*Abtretungsangebot*) may be accepted by the Transferee by declaration in text form (*Textform*) addressed to the Seller at any time from (and including) the date on which the Settlement Notice has been received by the Seller and (including) the Closing Date.

- 2.4** The Purchaser shall, by written notice to the Seller (the "**Settlement Notice**") given at any time after the date of this Agreement but no later than two (2) Business Days after the Unconditional Date, designate:
- (i) the Transferee (being either the Purchaser itself or a Settling Subsidiary), it being specified that if the Transferee is a Settling Subsidiary, it shall also be bound by the payment obligations hereunder and the Purchaser shall remain severally and jointly (*conjointement et solidairement*) liable with the Settling Subsidiary for the purposes of this Agreement; and
 - (ii) the Transferee's securities deposit account (including the relevant depository bank (the "**Transferee's Depository Bank**"), account number and BIC) to be used for the settlement of the transfer of the Shares and the payment of the Closing Aggregate Purchase Price (such securities deposit account the "**Transferee's Securities Deposit Account**").

As from receipt of the Settlement Notice by the Seller, the designation of the Transferee shall be irrevocable.

3. Purchase Price

3.1 Closing Aggregate Purchase Price

The total consideration which shall be paid by the Purchaser to the Seller in respect of all of the Shares in cash on the Effective Transfer Date (the “**Closing Aggregate Purchase Price**”) shall be one billion five hundred and five million five hundred and sixteen thousand six hundred Euros (**1,505,516,600 €**).

Except as provided in this Clause 3, the Closing Aggregate Purchase Price shall be *ne varietur*.

3.2 Additional Aggregate Purchase Price 1

Principle

An additional purchase price shall be payable by the Purchaser to the Seller (the “**Additional Aggregate Purchase Price 1**”) in the event that a Relevant Person, in each case within fifteen (15) months after the Effective Transfer Date:

- publishes one or more offer documents for offers to acquire shares in the Company under the German Securities Acquisition and Takeover Act (*WpÜG*), irrespective of whether by way of a public takeover offer (*Übernahmeangebot*) within the meaning of Section 29 para. 1 of the *WpÜG*, a mandatory offer (*Pflichtangebot*) within the meaning of Section 35 *WpÜG* or an acquisition offer (*einfaches Erwerbsangebot*) within the meaning of Sections 10 et. seq. *WpÜG* (in each case a “**Takeover Offer**”); or
- publishes an offer document for a delisting purchase offer (*Delisting-Erwerbsangebot*) within the meaning of Section 39 para. 2 sentence 3 no. 1 German Stock Exchange Act (*BörsG*) (the “**Delisting Offer**”); or
- initiates any form of squeeze-out by requesting the transfer of shares of the minority shareholders of the Company, irrespective of whether pursuant to Section 327a German Stock Corporation Act (*AktG*), pursuant to Section 62 para. 5 German Transformation Act (*UmwG*) in connection with Section 327a German Stock Corporation Act (*AktG*) or pursuant to Section 39a *WpÜG* (the “**Squeeze-out**”),

it being specified that for the avoidance of doubt, the provisions of this Clause 3.2 shall also apply in case the price per share in the Company under a Takeover Offer or, as the case may be, a Delisting Offer, or as the case may be, a Squeeze-out is determined after the expiry of the above fifteen (15) month period provided that the offer document for the Takeover Offer or, as the case may be, the Delisting Offer, has been published, or as the case may be, the Squeeze-out has been initiated by requesting the transfer of shares of the minority shareholders of the Company, within such fifteen (15) month period, and if an offer document for a Takeover Offer or, as the case may be, a Delisting Offer is published, or as the case may be, the Squeeze-out has been initiated by requesting the transfer of shares of the minority shareholders of the Company, after the end of a period of fifteen (15) months after the Effective Transfer Date, there shall be no Additional Aggregate Purchase Price 1.

No Additional Aggregate Purchase Price 1 shall be due or payable unless and until completion (as the case may be, after the end of the above mentioned fifteen (15) month period) of the relevant Takeover Offer, Delisting Offer or Squeeze-out has occurred.

Determination

Provided that the conditions set out above are satisfied, the net Additional Aggregate Purchase Price 1 shall be paid by the Purchaser to the Seller under this Clause 3.2 and shall be calculated in accordance with the following formula provided that the Additional Aggregate Purchase Price 1 is a positive figure:

$$\mathbf{AAPI} = (\mathbf{N2} \times \mathbf{RPS}) - (\mathbf{CAP} + \mathbf{PAAP})$$

where:

“**AAPI**” means the Additional Aggregate Purchase Price 1;

“**N2**” means the number of Shares to be transferred to the Purchaser pursuant to this Agreement (“**N**”) multiplied by **DR**:

$$\mathbf{N2} = \mathbf{N} \times \mathbf{DR}$$

“**DR**” means a dilution ratio equal to:

- the number of shares comprising the whole share capital of the Company as of (i) in the case of a Takeover Offer or a Delisting Offer, the last day of the acceptance period of such Takeover Offer or Delisting Offer, and (ii) in the case of a Squeeze-out, the date of the shareholders’ meeting resolving upon the Squeeze-out, divided by
- the number of shares comprising the whole share capital of the Company at the Effective Transfer Date,

in each case disregarding any transaction affecting the share capital of the Company other than a subdivision or consolidation of shares in the Company completed at any time between (but excluding) the Effective Transfer Date and (including) (i) in the case of a Takeover Offer or a Delisting Offer, the last day of the acceptance period of such Takeover Offer or Delisting Offer, and (ii) in the case of a Squeeze-out, the date of the shareholders’ meeting resolving upon the Squeeze-out;

“**RPS**” (*reference price per share*) means the price per share in the Company offered under the Takeover Offer or, as the case may be, a Delisting Offer or a Squeeze-out (as finally determined). It is specified that the Purchaser shall use its best efforts within the limits of its powers as a shareholder of the Company and member of the Supervisory Board to ensure that no dividend distribution in excess of €0.70 per share in the Company is made at the 2027 Company’s annual general meeting called to approve the Company’s financial statements for the year ending December 31, 2026. For the avoidance of doubt, the Parties agree that there shall be no restrictions on the Purchaser’s voting rights with regard to the Shares beyond the undertaking in the preceding sentence, i.e. the undertaking shall apply only for the resolution on the dividend distribution to be made at the 2027 Company’s annual general meeting, not restricting the Purchaser’s voting rights on any other item or resolution within the responsibility of the Company’s general meeting. The Parties furthermore confirm that, neither by virtue of this Agreement nor on the basis of any other understanding they are, or will be, acting jointly or in concert with regard to the Company, in particular within the meaning of Section 2 para. 5 or

Section 30 para. 2 of the German Securities Acquisition and Takeover Act (*WpÜG*) or Section 34 para. 2 of the German Securities Trading Act (*WpHG*).

“**CAP**” means the Closing Aggregate Purchase Price; and

“**PAAP**” means, (i) in the event of a Takeover Offer, Delisting Offer or Squeeze-out, any prior Additional Aggregate Purchase Price 1 paid in relation to any other prior Takeover Offer, Delisting Offer or Squeeze-out or (ii) in the event of a prior Competing Offer, a prior Third Party Takeover Offer or a Third Party Sale, any prior Additional Aggregate Purchase Price 2.

For purposes of Clause 3.2 and the determination of the RPS:

- should a Takeover Offer or, as the case may be, a Delisting Offer (as the case may be increased) be a cash offer, and in case of a Squeeze-out, the price per share in the Company offered under that Takeover Offer or, as the case may be, the Delisting Offer or the Squeeze-out, shall be equal to the price per share in the Company paid in cash;
- should a Takeover Offer or, as the case may be, a Delisting Offer (as the case may be increased) be an exchange offer, the price per share in the Company offered under that Takeover Offer or, as the case may be, the Delisting Offer shall be equal to the product of (a) the closing volume-weighted average price of the offered securities on the relevant primary regulated market over the 3-month period prior to the publication of the intention to launch the Takeover Offer or the Delisting Offer and (b) the exchange ratio;
- should a Takeover Offer or, as the case may be, a Delisting Offer (as the case may be increased) be a mixed offer, the price per share in the Company offered under that Takeover Offer or, as the case may be, the Delisting Offer shall be equal to the sum of (x) the product of (a) the closing volume-weighted average price of the offered securities on the relevant primary regulated market over the 3-month period prior to the publication of the intention to launch the Takeover Offer or a Delisting Offer and (b) the exchange ratio and (y) the cash amount.

Payment

The payment of the Additional Aggregate Purchase Price 1 shall be subject to Completion of the Takeover Offer or, as the case may be, Completion of the Delisting Offer or Completion of the Squeeze-out, and shall be made by the Purchaser to the Seller on the tenth (10th) Business Day following the final determination of the Additional Aggregate Purchase Price 1 pursuant to Schedule 3.2.

3.3 Additional Aggregate Purchase Price 2

Principle

Another additional purchase price may be payable by the Purchaser to the Seller (the “**Additional Aggregate Purchase Price 2**”) in the event that, within fifteen (15) months after the Effective Transfer Date:

- (i) a Relevant Person publishes one or more offer documents for a Takeover Offer, (ii) a Relevant Third Party publishes one or more offer documents for a competing Takeover Offer in relation to that Takeover Offer (the “**Competing Offer**”) and (iii) the Purchaser or any of its Affiliates sells all or part of the Shares to the bidder under the Competing Offer;

- (i) a Relevant Third Party publishes one or more offer documents for a Takeover Offer, (a “**Third Party Takeover Offer**”) and (ii) the Purchaser or any of its Affiliates sells all or part of the Shares to the Relevant Third Party under the Third Party Takeover Offer; and/or
- the Purchaser or any of its Affiliates sells all or part of the Shares (on or out of the market) to any person (identified or not) other than any of its Affiliates (a “**Third Party Sale**”).

it being specified that for the avoidance of doubt, the provisions of this Clause 3.3 shall also apply in case the price per share in the Company under a Competing Offer or Third Party Takeover Offer is determined after the expiry of the above mentioned fifteen (15) month period provided that the offer document for the Competing Offer or the Third Party Takeover Offer has been published within such fifteen (15) month period.

No Additional Aggregate Purchase Price 2 shall be due or payable unless and until completion (as the case may be, after the end of the above mentioned fifteen (15) month period) of the relevant Competing Offer, Third Party Takeover Offer or Third Party Sale has occurred.

For the avoidance of doubt, provisions regarding Additional Aggregate Purchase Price 1 or Additional Aggregate Purchase Price 2 may be triggered (and relevant amounts have to be paid) several times in case of multiple triggering events.

Determination

Provided that the conditions set out above are satisfied, the net Additional Aggregate Purchase Price 2 shall be paid by the Purchaser to the Seller under this Clause 3.3 and shall be calculated in accordance with the following formula provided that the Additional Aggregate Purchase Price 2 is a positive figure:

$$\mathbf{AAP2} = (\mathbf{N2} \times \mathbf{SRPS}) \text{ — } [(\mathbf{CAP} + \mathbf{PAAP})/(\mathbf{NxDR})] \times \mathbf{N2}$$

where:

“**AAP2**” means the Additional Aggregate Purchase Price 2;

“**N2**” means the lower of (i) the number of Shares sold by the Purchaser (or any of its Affiliates) under a Competing Offer, a Third Party Takeover Offer or a Third Party Sale and (ii) the number of Shares to be transferred to the Purchaser pursuant to this Agreement (“**N**”) multiplied by **DR**;

“**DR**” means a dilution ratio equal to:

- the number of shares comprising the whole share capital of the Company at the date on which (a) the price per share in the Company offered under the Competing Offer or the Third Party Takeover Offer has been determined in accordance with the final offer document upon expiry of the acceptance period of such Competing Offer or Third Party Takeover Offer or (b) the Third Party Sale is completed, divided by
- the number of shares comprising the whole share capital of the Company at the Effective Transfer Date,

in each case disregarding any transaction affecting the share capital of the Company other than a subdivision or consolidation of shares in the Company completed at any time between (but excluding) the Effective Transfer Date and (and including) (a) the date on which the price per share in the Company offered under the Competing Offer or the Third Party Takeover Offer has

been determined in accordance with the final offer document upon expiry of the acceptance period of such Competing Offer or Third Party Takeover Offer or (b) the date on which the Third Party Sale is completed;

“**SRPS**” (*share reference price per share*) means the price per share in the Company offered under the Competing Offer, the Third Party Takeover Offer (in each case as finally determined) or, as the case may be, the Third Party Sale. It is specified that the Purchaser shall use its best efforts within the limits of its powers as a shareholder of the Company and member of the Supervisory Board to ensure that no dividend distribution in excess of €0.70 per share in the Company is made at the 2027 Company’s annual general meeting called to approve the Company’s financial statements for the year ending December 31, 2026. For the avoidance of doubt, the Parties agree that there shall be no restrictions on the Purchaser’s voting rights with regard to the Shares beyond the undertaking in the preceding sentence, i.e. the undertaking shall apply only for the resolution on the dividend distribution to be made at the 2027 Company’s annual general meeting, not restricting the Purchaser’s voting rights on any other item or resolution within the responsibility of the Company’s general meeting. The Parties furthermore confirm that, neither by virtue of this Agreement nor on the basis of any other understanding they are, or will be, acting jointly or in concert with regard to the Company, in particular within the meaning of Section 2 para. 5 or Section 30 para. 2 of the German Securities Acquisition and Takeover Act (*WpÜG*) or Section 34 para. 2 of the German Securities Trading Act (*WpHG*).

“**CAP**” means the Closing Aggregate Purchase Price; and

“**PAAP**” means in the event of a Takeover Offer, a Delisting Offer or a Squeeze-out, any prior Additional Aggregate Purchase Price 1 paid in relation to the Takeover Offer, the Delisting Offer or the Squeeze-out.

For purposes of Clause 3.3 and the determination of the SRPS:

- should a Competing Offer or a Third Party Takeover Offer be a cash offer, the price per share in the Company offered under that Competing Offer or Third Party Takeover Offer shall be equal to the price per share in the Company paid in cash;
- should a Competing Offer or a Third Party Takeover Offer be an exchange offer, the price per share in the Company offered under that Competing Offer or Third Party Takeover Offer shall be equal to the higher of:
 - the closing volume-weighted average price of the Company's shares on the relevant primary regulated market over the four (4) trading day period prior to the end of the acceptance period for the Competing Offer or the Third Party Takeover Offer; and
 - the product of (a) closing volume-weighted average price of the offered securities on the relevant primary regulated market over the 3-month period prior to the publication of the intention to launch the Competing Offer or the Third Party Takeover Offer and (b) the exchange ratio;
- should a Competing Offer or a Third Party Takeover Offer be a mixed offer the price per share in the Company offered under that Competing Offer or Third Party Takeover Offer shall be equal to the higher of:

- the closing volume-weighted average price of the Company's shares on the relevant primary regulated market over the four (4) trading day period prior to the end of the acceptance period of the Competing Offer or the Third Party Takeover Offer; and
- the sum of (x) the product of (a) the closing volume-weighted average price of the offered securities on the relevant primary regulated market over the 3-month period prior to the publication of the intention to launch the Competing Offer or the Third Party Takeover Offer and (b) the exchange ratio and (y) the cash amount.

Payment

The payment of the Additional Aggregate Purchase Price 2 shall be subject to Completion of the Competing Offer, Completion of the Third Party Takeover Offer, or Completion of the Third Party Sale, as the case may be, and shall be made by the Purchaser to the Seller on the tenth (10th) Business Day following the final determination of the Additional Aggregate Purchase Price 2 pursuant to Schedule 3.2.

3.4 Taxation

The Parties assume that the sale and transfer of the Shares is not subject to, or is exempt from, value added tax (“**VAT**”). The Seller shall not waive any applicable VAT exemption in respect of the sale and transfer of the Shares. If any VAT is payable on the sale and transfer of the Shares, the Purchaser shall, subject to the receipt of a valid VAT invoice, pay such VAT in addition to the Closing Aggregate Purchase Price and the Additional Aggregate Purchase Price 1 or 2, unless and to the extent such VAT is owed by Purchaser to the tax authorities under an applicable reverse-charge mechanism.

All sums payable by the Parties under this Agreement shall be paid free and clear of all deductions or withholdings.

Any tax due on the transaction, if any, other than taxes assessed against the Seller on Seller’s capital gain, shall be borne by the Purchaser and payable in addition to the Closing Aggregate Purchase Price. The payment shall become due and payable ten (10) Business Days after (i) the Seller has provided reasonable documentation detailing the nature and cause of such taxes and (ii) the underlying tax assessment has become unappealable or, if there has been no tax assessment insofar, the tax has been paid. Any such payment to be made by the Purchaser shall be deemed as adjusting the price paid by the Purchaser to the Seller in respect of the Shares.

4. Conditions to Closing

4.1 The obligations of the Parties to consummate the Closing set forth in Clause 5.1 and Clause 5.2 are subject to the occurrence of the following conditions precedent (*aufschiebende Bedingungen*):

- a) the required Antitrust Clearance from each Competition Authority having been obtained (“**Antitrust Condition**”);
- b) the Transaction has been approved by the shareholders of the Purchaser (“**Shareholders Approval**”) in accordance with, and to the extent required by, applicable Law (including the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited);

- c) the approval from the National Development and Reform Commission of the People's Republic of China; and
- d) the required FDI Clearance from each FDI Authority having been obtained (“**FDI Condition**”).

together (the “**Closing Conditions**”). The Business Day on which the Closing Conditions have been fulfilled shall be the “**Unconditional Date**”.

4.2 Each of the Parties acknowledges the importance for the other Party that the Closing Conditions be fulfilled as soon as possible and in any event before the Long Stop Date (as defined in Clause 12.11) and represents that it is not aware of any fact, event, or circumstance that is likely to prevent or unreasonably delay the fulfilment of the Closing Conditions.

4.3 The Purchaser shall make all best reasonable endeavours to ensure that the Closing Conditions be fulfilled as soon as reasonably practicable after the date of this Agreement. This means that the Purchaser shall, as soon as reasonably practicable (i) and in any event within the earlier of (a) ten (10) Business Days after the date on which all information legally required to produce submissions, notifications and filings are available to the Purchaser or (b) ninety (90) days after the date of this Agreement, make appropriate submissions, notifications and filings (or where customary draft notifications or filings) with the relevant Competition Authorities, FDI Authorities and the National Development and Reform Commission of the People's Republic of China, and (ii) convene (or cause to be convened) the shareholders’ meeting or adopt (or cause to be adopted) written resolutions, as the case may be, regarding the Shareholder Approval, and:

- the Purchaser shall, when available and to the extent relevant, make use or request from the relevant Competition Authorities and FDI Authorities, the application of a simplified or “fast track” procedure;
- the Purchaser shall take all steps reasonably necessary to avoid any declaration of incompleteness by any Competition Authorities and FDI Authorities or any suspension of the time periods for clearance;
- the Purchaser shall respond as soon as reasonably practicable to all inquiries received from any Competition Authorities and FDI Authorities and promptly amend or supplement any filing or submission;
- subject to Clause 4.6, the Purchaser shall provide to the Seller and/or its advisors copies of all draft material submissions, notifications or other material communications prepared for the Competition Authorities and FDI Authorities in respect of the Transaction and (to the extent permitted by applicable Laws, including the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, and, if not permitted, by only omitting or appropriately redacting the relevant information from the versions provided to the Seller and/or its advisors) for the shareholders’ meeting or the written resolutions, as the case may be, regarding the Shareholder Approval sufficiently in advance from submission in order to allow the Seller to provide its comments, which the Purchaser shall take due consideration of, provided that, in respect of any such drafts relating to the Shareholder Approval, the Seller shall provide any comments within three (3) Business Days of receipt thereof and, if the Seller fails to do so, the Seller shall be deemed to have consented to such drafts;

- subject to Clause 4.6, the Seller shall use reasonable efforts, within the limits of its powers as a minority shareholder of the Company and subject to the Seller Nominees' fiduciary duty under the relevant applicable Laws, to request the Company to provide the Purchaser and any relevant Competition Authority and FDI Authority with any information that is reasonably and legally required for the purpose of making any submissions, notifications and filings (including for the purposes of responding to requests for further information) which are legally required to obtain the Closing Conditions, and to provide all other reasonable assistance and access which may be reasonably and legally required in connection with the fulfilment of the Closing Conditions, including reasonable access to, and reasonable assistance by, the Company's management and advisers;
- the Parties shall immediately keep each other informed of any material communication (whether written or oral) from the Competition Authorities and FDI Authorities regarding the Transaction and with regards to the shareholders' meeting or the written resolutions, as the case may be, regarding the Shareholder Approval; and
- the Parties shall not – and shall procure that none of their Affiliates shall – take any action that could be expected to materially adversely affect or unreasonably delay the fulfilment of the Closing Conditions.

4.4 All fees to be paid in connection with the fulfilment of the Closing Conditions (including to the Competition Authorities, the FDI Authorities and regarding the Shareholder Approval, as the case may be), shall be borne by the Purchaser, it being specified that each Party shall bear the fees owed to its own advisors in connection with the fulfilment of the Closing Conditions.

4.5 Neither the Seller nor any of its Affiliates shall, without the Purchaser's written consent, discuss or commit to any sale, divestiture, license or other disposal of any assets or businesses of the Company (or any of the Company's subsidiaries), or otherwise take any action which limits the right of the Purchaser (or any of the Purchaser's Affiliates) to own or operate any part of its respective business or the Company's (or any of the Company's subsidiaries) business.

4.6 The Parties acknowledge that for the purpose of this Clause 4, any communication of competitively sensitive, confidential and/or proprietary information, as may be reasonably determined by the Party to which the information pertains, shall be limited to the external legal advisors of the other Party, who shall not communicate such information to their client. It is however specified that if a document containing competitively sensitive, confidential and/or proprietary information has to be provided to a Party, such document may be provided subject to appropriate redaction agreed between the external legal advisors of each Party.

5. Closing

5.1 Closing shall take place on the fifteenth (15th) Business Day after the Unconditional Date.

On the Closing Date, simultaneously against (*Zug um Zug*) receipt of the Closing Aggregate Purchase Price by the Seller in full as set out in this Agreement, the Seller shall transfer (*übereignen*) to the Transferee the Seller's fractional co-ownership interest (*Miteigentumsanteil*) in the collective stock (*Sammelbestand*) held by Clearstream relating to the Shares together with all rights pertaining to the Shares, including the rights to all dividends not resolved upon the Closing Date as well as to any profits generated during previous financial

years which will not have been distributed at the Closing Date, and the Purchaser undertakes to accept such transfer or procure that the Transferee accepts such transfer (as the case may be).

The Shares shall be transferred *in rem* by means of a block trade and in accordance with the relevant Clearstream procedure for delivery versus payment on the Effective Transfer Date as set out in Clause 5.2.

5.2 At Closing, each of the Seller and the Purchaser shall deliver or perform (or ensure that there is delivered or performed) all those documents, items and actions respectively listed in relation to that Party in this Clause 5.2:

- the Seller shall deliver or ensure that there is delivered to the Purchaser a copy of the resignation letters pursuant to Clause 7 in respect of the Seller Nominees as supervisory board members of the Company, it being specified that the resignation letters shall be held in escrow between French lawyers and released to the Purchaser (and the Supervisory Board) once the Closing has occurred;
- the Seller shall instruct the Seller's Depository Bank to book (*umbuchen*) the Shares with effect as of the Effective Transfer Date from the Seller's Securities Deposit Accounts to the Transferee's Securities Deposit Account simultaneously against (*Zug-um-Zug*) payment of the Closing Aggregate Purchase Price to the Seller's Bank Account by means of the securities transfer procedure with simultaneous settlement of the countervalue within Clearstream's clearing and settlement system;
- the Purchaser shall instruct, or, as the case may be, cause the Settling Subsidiary to instruct, the Transferee's Depository Bank (i) to pay the Closing Aggregate Purchase Price to the Seller's Bank Account on, and with value date as of, the Effective Transfer Date simultaneously against (*Zug um Zug*) receipt of the Shares by means of the securities transfer procedure with simultaneous settlement of the countervalue within Clearstream's clearing and settlement system and (ii) that as from the booking (*Umbuchung*) of the Shares the Transferee's Depository Bank shall act as indirect holder of the joint possession (*mittelbarer Mitbesitzer*) of the collective stock for and on behalf of the Transferee according to Sections 868, 871 of the German Civil Code (*BGB*).

Any payment of the Closing Aggregate Purchase Price made by the Transferee's Depository Bank in accordance with this Clause 5.2 to the Seller's Bank Account shall discharge the Purchaser from the corresponding payment obligation under this Agreement to the extent of the amount actually received by the Seller, without prejudice to the Purchaser remaining solely liable vis-à-vis the Seller for the payment of the Closing Aggregate Purchase Price and any other amounts payable by the Purchaser under this Agreement.

Any instruction according to this Clause 5.2 may only be rescinded by a joint written instruction of the Seller and the Purchaser.

Each Party shall take all measures necessary and advisable for the consummation of this Agreement as set out herein and shall refrain from all actions that may impair, jeopardize or impede the consummation of this Agreement. In particular, the Parties shall take all actions and render all declarations *vis-à-vis* their respective depository banks and Clearstream required or useful to implement the transfer and the delivery of the Shares pursuant to this Agreement.

The Parties agree to pre-align on the technical implementation of the closing actions set out above, including coordination with the involved banks, within a reasonable time before Closing

and will agree, if required, on any changes to these closing actions insofar as necessary or advisable from a practical perspective to consummate this Agreement.

5.3 All Closing matters will be deemed to take place simultaneously, and none of them shall be deemed to have taken place until and unless all others have been completed.

5.4 If the Seller or the Purchaser fails to comply with any obligation in Clause 5.2, then the Purchaser (if the defaulting party is the Seller) or the Seller (if the defaulting party is the Purchaser) shall be entitled (in addition to and without prejudice to other rights and remedies available) by written notice to the other Party, to:

- require, notwithstanding the relevant breaches of the Party in default, the Closing to take place so far as practicable having regard to the default which has occurred; or
- notify the other Party of a new date for Closing (being not more than ten (10) Business Days after the original date for Closing) in which case the provisions of this Clause 5 (other than this Clause 5.4) shall apply to Closing as so deferred but on the basis that such deferral may only occur once and provided that if, at such deferred Closing, the Seller or the Purchaser fails to comply with any obligation in Clause 5.2, then the Purchaser (if the defaulting party is the Seller) or the Seller (if the defaulting party is the Purchaser) shall be entitled by written notice to the other Party, to either (i) require, notwithstanding the relevant breaches of the Party in default, the Closing to take place in accordance with the above mentioned paragraph or (ii) terminate this Agreement (other than the Surviving Provisions).

5.5 If this Agreement is terminated under Clause 5.4:

- the provisions of Clause 12.11 shall apply *mutatis mutandis*; and
- the Parties shall do all things and take all steps to put the respective other Party back in the position it would have been in had none of those documents, items and actions referred to in Clause 5.2 been delivered or performed.

6. Warranties

6.1 Seller Warranties

The Seller warrants to the Purchaser in the terms of the warranties set out in this Clause 6.1 as at the date of this Agreement and as at the Closing Date and/or any other date specifically referred to in this Clause 6.1:

Authorisations, valid obligations, filings and consents

- The Seller has obtained (other than to the extent relevant to the Closing Conditions) all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences or authorisations required to empower it to enter into and perform its obligations under this Agreement;
- Entry into and performance by the Seller of this Agreement does not and will not: (A) breach any provision of its Constitutional Documents; or (B), subject to the Closing Conditions having been fulfilled, result in a breach of any Laws in its jurisdiction of incorporation or of any order, decree or judgment of any court or any Governmental Authority;
- This Agreement constitutes valid and binding obligations of the Seller;

- The Seller is not subject to any order, judgment, direction, investigation or other proceedings by any Governmental Authority which will, or is reasonably likely to, have a material adverse effect on the Transaction.

Shares

- As at the date of this Agreement, the Seller holds and, as at the Closing Date and as at the Effective Transfer Date, the Seller shall hold the Shares (i.e., 43 014 760 ordinary shares in the Company);
- The Shares constitute at the date of this Agreement and shall constitute at the Closing Date and at the Effective Transfer Date the whole of the shares or securities held by the Seller in the Company and, immediately after the Effective Transfer Date, the Seller shall not hold any debt or shares or securities in the Company;
- The Seller is as at the date of this Agreement and will be at the Closing Date and at the Effective Transfer Date the sole legal and beneficial owner of the Shares which will be free and clear of any Liens at the Closing Date and at the Effective Transfer Date;
- The Seller has as at the date of this Agreement (subject only to the existing pledge on the Shares) and will have at the Closing Date and at the Effective Transfer Date the capacity to transfer the Shares and will be at the Closing Date and at the Effective Transfer Date entitled to transfer the Shares free and clear of any Liens, together with all rights and interests in and to such Shares;
- The Shares have been validly issued and fully paid up. No repayments on the Shares have been made and there are no outstanding obligations to make additional contributions (*Nachschusspflichten*) regarding the Shares;
- No member of the Seller's Group has entered into as the date of this Agreement and will enter into at the Closing Date and at the Effective Transfer Date any agreement whereby any Person has the right (exercisable now or in the future and whether contingent or not) to call for the transfer or issue of any share or loan capital in the Company.

No-insolvency

The Seller is not insolvent or bankrupt or unable to pay its debts as they fall due or has proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amounts due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning the Seller. So far as the Seller is aware, no steps have been taken to enforce any security over any material assets of the Seller.

- 6.2** The Purchaser acknowledges that, notwithstanding anything to the contrary, the representations and warranties granted by the Seller in connection with the sale of the Shares are limited to the representations and warranties expressly set in Clause 6.1 above and no other statement, promise or forecast made by or on behalf of the Seller or the Company shall form the basis of any claim by the Purchaser under the representations and warranties granted by the Seller in connection with the sale of the Shares or be deemed to be a representation or warranty.

6.3 Purchaser Warranties

The Purchaser warrants to the Seller in the terms of the warranties set out in this Clause 6.3 as at the date of this Agreement and as at the Closing Date (it being specified that if a Settling Subsidiary is designated by the Purchaser in accordance with Clause 2.4, the Purchaser also warrants to the Seller that the warranties set out in this Clause 6.3 are true and accurate in respect of the Settling Subsidiary as at the designation date and as at the Closing Date, provided that the warranty set out under the heading “Financing” shall only apply in respect of the Settling Subsidiary as at the Closing Date):

Authorisations, valid obligations, filings and consents

- The Purchaser has obtained (other than to the extent relevant to the Closing Conditions) all corporate authorisations and all other governmental, statutory, regulatory or other consents, licences or authorisations required to empower it to enter into and perform their obligations under this Agreement;
- Entry into and performance by the Purchaser of this Agreement does not and will not: (A) breach any provision of its Constitutional Documents; or (B), subject to the Closing Conditions having been fulfilled, result in a breach of any Laws in its jurisdiction of incorporation or of any order, decree or judgment of any court or any Governmental Authority;
- This Agreement constitutes valid and binding obligations of the Purchaser;
- The Purchaser is not subject to any order, judgment, direction, investigation or other proceedings by any Governmental Authority which will, or is reasonably likely to, have a material adverse effect on the Transaction.

Financing

The Purchaser has, and will continue to have until the Closing Date, sufficient funds available for the Purchaser to pay the Closing Aggregate Purchase Price.

No-insolvency

The Purchaser is not insolvent or bankrupt or unable to pay its debts as they fall due or has proposed or is liable to any arrangement (whether by court process or otherwise) under which its creditors (or any group of them) would receive less than the amounts due to them. There are no proceedings in relation to any compromise or arrangement with creditors or any winding up, bankruptcy or insolvency proceedings concerning the Purchaser. So far as the Purchaser is aware, no steps have been taken to enforce any security over any material assets of the Purchaser.

Acting on own account; no concert; no agency

The Purchaser is entering into this Agreement and acquiring the Shares for its own account and benefit (and, where it designates a Settling Subsidiary in accordance with Clause 2.4, also for the account and benefit of such Settling Subsidiary) and not as agent, trustee, nominee or representative of, or otherwise for or on behalf of, any other person.

The Purchaser is not acting, and has not agreed to act, in concert with any other person in connection with the negotiation, execution or performance of this Agreement or the acquisition, ownership, voting, disposition or control of the Company’s shares or any interest therein.

Anti-Money Laundering

There are no judgments imposed (or threatened to be imposed) upon the Purchaser (or any of its Affiliates) by or before any Governmental Authority, in each case in connection with any actual or material violation of Anti-Money Laundering Laws.

Neither the Purchaser (nor any of its Affiliates) has at any times in the three (3) year period prior to the date of this Agreement taken any action, directly or indirectly, in violation of Anti-Money Laundering Laws and the Purchaser and its Affiliates have at all times in the three (3) year period prior to the date of this Agreement conducted the business in compliance with Anti-Money Laundering Laws.

The Purchaser and its Affiliates have appropriate internal controls, policies and procedures in place designed to ensure compliance by them with all Anti-Money Laundering Laws.

- 6.4** The Parties expressly acknowledge and agree that, except in the event of fraud (*fraude*) or deceit (*dol*) and, in any event, without prejudice to the rights of the Parties pursuant to Clause 5.4 and Clause 12.11, (i) in the event of a breach of any provision of Clause 6 (Warranties) by any Party, the other Party shall be entitled to claim damages or indemnification in respect of such matter subject to and in accordance with this Agreement and (ii) to the extent permitted by applicable Law, any other rights and remedies of either Party under the statutory representations and warranties are hereby irrevocably waived and excluded.

7. Supervisory Board Representation

The Seller shall procure that each of the Seller Nominees signs a letter to the attention of the chair of the supervisory board of the Company (the “**Supervisory Board**”) (or, in the case of a resignation by the chair, to the deputy chair of the Supervisory Board) within three (3) Business Days after the Unconditional Date an unconditional written resignation from his or her office as a member of the Supervisory Board. Such resignation shall state that it will become effective as of the end of the Closing Date, or, if later, as of the earliest possible date permitted by the articles of association of the Company (the “**AoA**”), and shall otherwise comply with the AoA. The Seller shall use reasonable efforts, within the limits of its powers as a minority shareholder of the Company and subject to the Seller Nominees’ fiduciary duty under the relevant applicable Laws and to the extent required under the AoA, so that the chair of the Supervisory Board or, in the case of her resignation, the deputy chair of the Supervisory Board, shortens the one-month notice period pursuant to Section 11.5 of the AoA so that such resignations become effective as of the end of the Closing Date.

8. Indemnification/Price Reduction

8.1 Seller price reduction

The Seller hereby undertakes to pay the Purchaser a price reduction for any net loss actually incurred by the Purchaser arising out of or resulting directly from any breach of any of the Seller Warranties, provided that any loss actually incurred by the Company resulting directly from any breach of any of the Seller Warranties will be deemed to be a loss suffered by the Purchaser up to the Ownership Percentage held by the Purchaser in the Company as of the Effective Transfer Date; it being provided that, in any event, the aggregate amount that may be due by the Seller to the Purchaser in connection with this Agreement shall not exceed an amount equal to the Closing Aggregate Purchase Price.

8.2 Purchaser indemnification

The Purchaser hereby undertakes to indemnify the Seller for any net loss actually incurred by the Seller arising out of or resulting directly from any breach of any of the Purchaser Warranties; it being provided that, in any event, the aggregate amount that may be due by the Purchaser to the Seller in connection with this Agreement shall not exceed an amount equal to the Closing Aggregate Purchase Price.

9. Payments

9.1 Save as otherwise provided in this Agreement, any payment to be made pursuant to this Agreement by the Purchaser shall be made by the Purchaser or the Settling Subsidiary to the Seller's Bank Account.

9.2 Any payment to be made pursuant to this Agreement by the Seller shall be made by the Seller to the Purchaser's Bank Account.

9.3 Payments under Clauses 9.1 and 9.2 shall be in immediately available funds by irrevocable electronic transfer on the due date for payment. Receipt of the amount due shall be an effective discharge of the relevant payment obligation.

10. Costs

Each of the Seller and the Purchaser shall each be responsible for its own costs and charges incurred in connection with the Transaction (including, for the avoidance of doubt, the fees of the depository banks of each Party, if any). Seller represents that its own costs are not recharged to Purchaser as an element of the Closing Aggregate Purchase Price.

Notwithstanding the foregoing, the Purchaser undertakes to the Seller that it will bear and pay in due time any stamp or registration duties, financial transaction tax or other transfer taxes (for the avoidance of doubt, other than taxes assessed on Seller's capital gain).

11. Confidentiality / Announcement

11.1 For the purposes of this Clause 11, "**Confidential Information**" means:

- information relating to the provisions of, and negotiations leading to, this Agreement;
- (in relation to the obligations of the Purchaser) any information received or held by the Purchaser (or any of its Representatives) relating to the Seller and its Affiliates or, before the Closing Date, the Company and its Affiliates; and (in relation to the obligations of the Seller) any information received or held by the Seller (or any of its Representatives) relating to the Purchaser and its Affiliates or, after the Closing Date, the Company and its Affiliates,

and includes written information and information transferred or obtained orally, visually, electronically or by any other means and any information which the Party has determined from information it has received.

11.2 Until the expiry of a period of five (5) years as from the date of this Agreement, each of the Seller and the Purchaser and their respective Representatives shall maintain Confidential Information in confidence and not disclose Confidential Information to any person except as permitted under this Clause 11 or as the other Party approves in writing.

11.3 Clause 11.2 shall not prevent disclosure by a Party or any of its Representatives to the extent it can demonstrate that:

- disclosure is required by applicable Laws or to any stock exchange or any other Governmental Authority (including any tax authority) having applicable jurisdiction (provided that, if legally possible in particular in light of the relevant time constraints, the disclosing party shall first inform the other Party of its intention to disclose such information and take into account the reasonable comments of the other Party);
- disclosure is of Confidential Information which was lawfully in the possession of that Party or any of its Representatives (in either case as evidenced by written records) without any obligation of secrecy before its being received or held;
- disclosure is of Confidential Information which has previously become publicly available other than through that Party's action or failure to act (or that of its Representatives); or
- disclosure is required for the purpose of any judicial proceedings arising out of this Agreement.

Notwithstanding the above, the press releases, final drafts of which are attached as Schedule 11.3, will be published upon signing of this Agreement.

12. Miscellaneous

12.1 Change of circumstances

The Parties expressly and irrevocably waive the provisions of article 1195 of the French *Code Civil* and consequently the right to request a renegotiation of the Agreement and any related contract on the basis of change of circumstances.

12.2 No Rights of Rescission or Termination

Other than in accordance with Clause 5.4 or Clause 12.11, no Party shall be entitled to rescind or terminate this Agreement in any circumstances whatsoever (whether before or after Closing). This shall not exclude any liability for (or remedy in respect of) fraud or fraudulent misrepresentation.

12.3 Standstill

Between the date of this Agreement and the earlier of (i) the Effective Transfer Date and (ii) the termination of this Agreement, the Seller undertakes not to acquire or to enter into any agreement in order to acquire in the future from a third party, in any way whatsoever, directly or indirectly, any shares or securities issued by the Company or any of its Affiliates.

12.4 Assignment

Unless the Seller and the Purchaser specifically agree in writing and save as otherwise provided in this Agreement, in particular notwithstanding the right of the Purchaser to specify a Settling Subsidiary as the entity whose securities deposit account shall be used for the settlement of the transfer of the Shares and payment of the Closing Aggregate Purchase Price as set out in Clause 2.4, no person shall assign, transfer, or encumber all or any of its rights under this Agreement nor grant, declare, create or dispose of any right or interest in it. Any purported assignment in contravention of this Clause 12.4 shall be void.

12.5 Further Assurances

Each of the Seller and the Purchaser shall execute, or procure the execution of, such further documents as may be required by Law or be necessary to implement and give effect to this Agreement.

12.6 Notices

Any notice in connection with this Agreement shall be in writing in English and delivered by hand, email, registered post or courier using an internationally recognised courier company. A notice shall be effective upon receipt and shall be deemed to have been received: (i) at the time of delivery, if delivered by hand, registered post or courier; or (ii) at the time of transmission, if delivered by email.

The addresses and email address of the Parties for the purpose of this Clause 12.6 are:

Seller	Address:	Email:
For the attention of:		
François-Henri Pinault	12 rue François 1 ^{er} , 75008 Paris	lvarlez@groupeartemis.com h temple@groupeartemis.com
Héloïse Temple-Boyer	12 rue François 1 ^{er} , 75008 Paris	affaires_juridiques@groupeartemis.com

with a copy, which shall not constitute notice, to:

Bertrand Cardi	69, avenue Victor Hugo, 75783 Paris Cedex 16	bcardi@darrois.com
Christophe Vinsonneau	69, avenue Victor Hugo, 75783 Paris Cedex 16	cvinsonneau@darrois.com

Purchaser	Address:	Email:
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For the attention of:

Dennis Tao	16/F, Manhattan Place,	dennis.tao@anta.com
Waiyu Suen	23 Wang Tai Road,	wysuen@anta.com
KC Tse	Kowloon Bay, Kowloon, Hong Kong SAR	kctse@anta.com

with a copy, which shall not constitute notice, to:

Rick van Aerssen	Freshfields PartG mbB,	rick.aerssen@freshfields.com
Dr. Sabrina Kulenkamp	Große Gallusstraße 14, 60315 Frankfurt am Main, Germany	sabrina.kulenkamp@freshfields.com

12.7 Whole Agreement

This Agreement sets out the whole agreement between the Parties in respect of the sale and purchase of the Shares and supersedes any prior agreement (whether oral or written) relating to the Transaction.

12.8 Waivers, rights and remedies

Except as expressly provided in this Agreement, no failure or delay by any party in exercising any right or remedy relating to this Agreement shall affect or operate as a waiver or variation of that right or remedy or preclude its exercise at any subsequent time. No single or partial exercise of any such right or remedy shall preclude any further exercise of it or the exercise of any other remedy.

12.9 Variations

No amendment of this Agreement shall be valid unless it is in writing and duly executed by or on behalf of all of the Parties.

12.10 Invalidity

Each of the provisions of this Agreement is severable. If any such provision is held to be or becomes invalid or unenforceable under the Law of any jurisdiction, the Parties shall use all reasonable efforts to replace it with a valid and enforceable substitute provision the effect of which is as close to its intended effect as possible.

12.11 Specific performance

Without prejudice to the other remedies provided for in article 1217 of the French *Code civil*, the Parties hereby agree that, by exception to article 1221 of the French *Code civil*, any Party may require in justice specific performance (*exécution forcée*) against any defaulting Party as there exists no physical, legal or moral obstacle that would prevent such specific performance (*exécution forcée*) to take place and each Party may in any case be entitled to pursue specific performance (*exécution forcée*) even if an obvious disproportion (*disproportion manifeste*) between the cost of the performance of its obligation for the debtor and the interest of the beneficiary would result from such specific performance (*exécution forcée*).

In furtherance of the foregoing, each of the Party agrees that it will not oppose the granting of an injunction, specific performance, or other equitable relief in the other Party's favor on the basis that such Party has an adequate remedy at law, or that an award of specific performance is not an appropriate measure for any reason in law or in equity.

In the event that the Unconditional Date has not occurred on or before the earlier of (i) nine (9) months after the date on which all information legally required to make the submissions, notifications and filings for the Antitrust Conditions and the FDI Conditions are available to the Purchaser and (ii) 31 December 2026 (the "**Long Stop Date**"):

- without prejudice to the Purchaser's obligation to pay the Exclusivity Amount, this Agreement shall terminate on the next Business Day and neither Party (nor any of its Affiliates) shall have any claim or right of any nature whatsoever under this Agreement, at Law or otherwise (including, without limitations, with respect to costs and expenditures) against the other Party except in case of breach of this Agreement (unless

otherwise provided in this Agreement) and/or as specifically provided under any of the Surviving Provisions; and

- the Seller shall be entitled to a payment by the Purchaser of an amount of one hundred millions Euros (100,000,000€) corresponding to the price for the standstill on the Shares and the exclusivity undertaking granted by the Seller to the Purchaser (the “**Exclusivity Amount**”).

In that respect, within four (4) weeks from the date hereof and to guarantee the payment of the Exclusivity Amount, the Purchaser shall deliver to the Seller a first demand bank guarantee containing customary terms from a preminent bank of international reputation.

The Purchaser hereby undertakes to pay to the Seller the Exclusivity Amount upon written request of the Seller. The Exclusivity Amount shall be due and payable within five (5) Business Days following the Seller’s written request on the Seller’s Bank Account.

The Exclusivity Amount will not be refundable and shall be definitively and irrevocably paid to the Seller. The payment of the Exclusivity Amount shall (a) notwithstanding any provision to the contrary in this Agreement, at Law or otherwise, be the sole and exclusive remedy of the Seller under or in connection with this Agreement or any applicable Law in the event the Closing Conditions have not been satisfied or waived by the Long Stop Date and the Seller expressly waives, to the extent permitted by Law, any right to claim damages (*dommages et intérêts*) against the Purchaser or the Transferee on that ground unless the Purchaser has failed to comply with its obligation to pay the Exclusivity Amount to the Seller in accordance with this Clause 12.11 and (b) will (i) neither release the Purchaser from any liability for any breach of the terms and provisions of this Agreement, nor (ii) prevent the Seller from obtaining a compensation for any prejudice it may suffer and resulting from a breach of this Agreement by the Purchaser, other than (in each case (i) or (ii)) with respect to the Closing Conditions not having been satisfied or waived by the Long Stop Date.

The Purchaser acknowledges (i) that it has been assisted by professional legal and financial advisors in connection with the negotiation of this Agreement, including with respect to this Clause 12.11, the terms of which have been freely negotiated with the Seller and (ii) the Exclusivity Amount is a reasonable consideration for the standstill on the Shares and the exclusivity undertaking benefiting to the Purchaser.

Nothing in this Clause (unless otherwise provided herein) shall be deemed to release any Party from any liability for any breach by such Party of the terms and provisions of this Agreement prior to the time of termination.

13. Conclusion of this Agreement

The Parties expressly acknowledge that the conclusion of this Agreement is subject to article 1121 of the French *Code civil* and that this Agreement shall be deemed to have been concluded at the time of receipt by the first signatory of the email notifying it of the second signatory’s acceptance, and at the location where the first signatory is located at the time of receipt of this email.

14. Governing Law and Jurisdiction

This Agreement shall be governed by and enforced in accordance with the laws of France, and any disputes which may arise with respect to this Agreement, including with respect to its

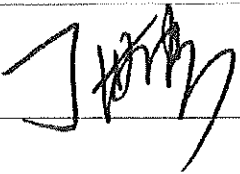
validity, interpretation, performance, termination or breach shall be exclusively brought before the *Tribunal des Activités Economiques de Paris*. Each of the Parties hereby accepts such exclusive jurisdiction and waives all objections thereto. As an exception to the first sentence of this Clause 14, the assignment of the Seller's claim for delivery of the Shares and of the Seller's membership rights arising out of the Shares pursuant to Clause 2.3 and the provisions in Clause 5.1 and Clause 5.2 regarding the transfer of the Shares *in rem* and the re-booking (*Umbuchung*) of the Shares shall be governed by the substantive laws of Germany (excluding provisions on conflicts of laws).

[*Signature pages follow*]

[Signature page to Share Purchase Agreement]

Executed for and on behalf of ANTA Sports Products Limited:

Date: 26 January 2026

Signature 

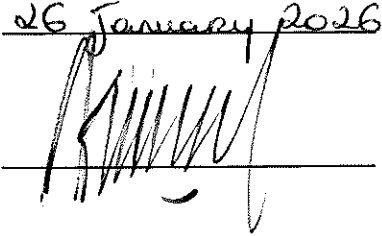
Name: Ding Shizhong

Position: Chairman & Executive Director

[Signature page to Share Purchase Agreement]

Executed for and on behalf of Artémis:

Date: 26 January 2026

Signature: 

Name: François-Henri Pinault

Position: President (*Président*)

Schedule 1.1
Definitions

In this Agreement, the following words and expressions shall have the following meanings:

Additional Aggregate Purchase Price 1 has the meaning set forth in Clause 3.2;

Additional Aggregate Purchase Price 2 has the meaning set forth in Clause 3.3;

Affiliate means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by, or under common Control with, such Person;

Agreement has the meaning set forth in Clause 1.1;

Anti-Money Laundering Laws shall mean, in relation to a person and to the extent applicable to the relevant act or omission of such person, all applicable Laws in any jurisdiction in which it operates or has operated relating to money laundering or the proceeds of criminal activity, including, to the extent applicable:

- the European Union Money Laundering Directives and member states' implementing legislation;
- the UK Proceeds of Crime Act 2002;
- the U.S. Bank Secrecy Act, the USA Patriot Act and any other U.S. legislation relating to money laundering; and
- any French legal and regulatory provisions relating to fight against money laundering, including but not limited to those set forth in Book III, Title II "*Des autres atteintes aux biens*" of the French Code pénal, and those relating to fight against financing of terrorism in particular those included in Book IV, Title II "*Du Terrorisme*" of the French Code pénal and those included in Book V, Title VI "*Obligations relatives à la lutte contre le blanchiment des capitaux, le financement des activités terroristes, les loteries, jeux et paris prohibés et l'évasion et la fraude fiscales*" of the French Code monétaire et financier;

Antitrust Clearance means (i) the consent, approval, clearance, confirmation, licence under the applicable merger-control laws or rejection of jurisdiction by the relevant Competition Authority, or (ii) the expiry of the applicable waiting period (following submission of all applicable filings) where this is deemed to be an official waiver from the relevant Competition Authority under the relevant applicable Laws having the same effect of authorizing or not preventing Closing of the Transaction, as the case may be;

Antitrust Condition has the meaning set forth in Clause 4.1a);

AoA has the meaning set forth in Clause 7;

Business Day means any day other than a Saturday, a Sunday or a day on which banks in Paris (France), Hong Kong SAR (People's Republic of China) and Frankfurt a.M. (Germany) are authorized or obligated by Law to close;

Clearstream has the meaning set forth in paragraph (B) of the Recitals;

Closing means the actions which are required to complete the transfer *in rem* of the Shares pursuant to Clause 5.2;

Closing Aggregate Purchase Price has the meaning set forth in Clause 3.1;

Closing Date means the date on which Closing shall occur pursuant to Clause 5.1;

Company has the meaning set forth in paragraph (A) of the Recitals;

Competition Authorities means the merger-control authorities to which the Transaction shall be notified under applicable mandatory Laws;

Competing Offer has the meaning set forth in Clause 3.3;

Completion of the Competing Offer means completion of the Competing Offer after satisfaction of all relevant conditions precedent by way of settlement of the shares contributed into a Competing Offer and the receipt of the relevant consideration by the Purchaser;

Completion of the Delisting Offer means completion of the Delisting Offer by way of settlement of the shares contributed into a Delisting Offer;

Completion of the Takeover Offer means completion of the Takeover Offer after satisfaction of all relevant conditions precedents by way of settlement of the shares contributed to a Takeover Offer;

Completion of the Third Party Sale means completion of the Third Party Sale after satisfaction of all relevant conditions precedents by way of transfer of the shares and the receipt of the relevant consideration by the Purchaser;

Completion of the Third Party Takeover Offer means completion of the Third Party Takeover Offer after satisfaction of all the relevant conditions precedent by way of settlement of the shares contributed to a Third Party Takeover Offer and the receipt of the relevant consideration by the Purchaser;

Completion of the Squeeze-out means the registration (*Eintragung*) of the Squeeze-out with the commercial register competent for the Company

Closing Conditions has the meaning set forth in Clause 4.1;

Constitutional Documents means, with respect to an entity, its memorandum and articles of association, by-laws or equivalent constitutional documents;

Control in relation to a Person, has the meaning set forth in paragraphs I and II of article L.233-3 of the French Code de commerce, and “Control”, “Controlling” or “Controlled” has a corresponding meaning;

Delisting Offer has the meaning set forth in Clause 3.2;

Effective Transfer Date means the date which is two (2) Business Days after the Closing Date;

Exclusivity Amount has the meaning set forth in Clause 12.11;

FDI Authority means the foreign direct investment authorities to which the Transaction will, acting reasonably, be notified;

FDI Clearance means (i) the consent, approval, clearance, confirmation, licence under the applicable FDI laws or rejection of jurisdiction by the relevant FDI Authority, or (ii) the expiry of the applicable waiting period (following submission of all applicable filings) where this is deemed to be an official waiver from the relevant FDI Authority under the relevant applicable Laws having the same effect of authorizing or not preventing Closing of the Transaction, as the case may be;

FDI Condition has the meaning set forth in Clause 4.1d);

Governmental Authority means any competent international, multinational, supranational or national body with regulatory, judicial, legislative or administrative regulatory or supervisory authority including any ministry, department, agency, office, organization thereof;

Law means any and all applicable laws, including all applicable statutes, codes, ordinances, decrees, rules and regulations;

Lien means any lien, pledge, charge, claim, mortgage, put or call option, pre-emption right, right of first refusal, security interest, encumbrance, or any other limitation or restriction on any right, property or asset (including any restriction on the voting rights or right to sell or otherwise dispose of the Shares) or any third-party right;

Long Stop Date has the meaning set forth in Clause 12.11;

Ownership Percentage means, with respect to any loss suffered by the Company, the percentage of the share capital of the Company held by the Purchaser;

Person includes any individual, firm, body corporate (wherever incorporated), government, state or agency of a state or any joint venture, association, partnership, works council or employee representative body (whether or not having separate legal personality);

Purchaser's Bank Account means the account of the Purchaser, the details of which shall be notified to the Seller no later than the Closing Date;

Purchaser Warranties means the warranties given by the Purchaser in Clause 6.3;

Representatives means, in relation to a Party, its respective Affiliates and the directors, officers, employees, agents, advisers, accountants and consultants of that Party and/or of its respective Affiliates;

Relevant Person means, in relation to a Takeover Offer, Delisting Offer or Squeeze-out (i) the Purchaser and/or any of its Affiliates or (ii) any person in concert in relation to the Company with the Purchaser and/or any of its Affiliates or being considered as a person acting jointly in relation to the Company with the Purchaser and/or any of its Affiliates within the meaning of Sec. 2 para. 5 WpÜG (*gemeinsam handelnde Personen*);

Relevant Third Party means, in relation to a Competing Offer or a Third Party Takeover Offer, any person other than (i) the Seller or any of its Affiliates, or (ii) any person acting in concert with the Seller or any of its Affiliates or being considered as a person acting jointly with the Seller or any of its Affiliates within the meaning of Sec. 2 para. 5 WpÜG (*gemeinsam handelnde Personen*), or (iii) any Relevant Person;

Seller's Bank Account means the account of the Seller, the details of which shall be notified to the Purchaser no later than on the Closing Date;

Seller's Depository Bank has the meaning set forth in paragraph (B) of the Recitals;

Seller's Group means the Seller and its Affiliates;

Seller Nominees means Héloïse Temple-Boyer and Jean-Marc Duplaix, and any successors to their offices as members of the Supervisory Board;

Seller's Securities Deposit Accounts has the meaning set forth in paragraph (B) of the Recitals;

Seller Warranties means the warranties given by the Seller in Clause 6;

Settlement Notice has the meaning set forth in Clause 2.4;

Settling Subsidiary means any Affiliate, having its registered office in Europe, directly or indirectly wholly owned by the Purchaser which the Purchaser designates in the Settlement Notice pursuant to Clause 2.4 as the entity whose securities deposit account shall be used for the settlement of the transfer of the Shares and payment of the Closing Aggregate Purchase Price;

Shareholders Approval has the meaning set forth in Clause 4.1b);

Shares means 43 014 760 ordinary shares in the Company representing all the ordinary shares in the Company held by the Seller on the Closing Date;

Squeeze-out has the meaning set forth in Clause 3.2;

Supervisory Board has the meaning set forth in Clause 7;

Surviving Provisions means Clauses 1 (*Definitions and Interpretation*), 10 (*Costs*), 11 (*Confidentiality*), 12 (*Miscellaneous*) and 14 (*Governing Law and Jurisdiction*);

Takeover Offer has the meaning set forth in Clause 3.2;

Third Party Sale has the meaning set forth in Clause 3.3;

Third Party Takeover Offer has the meaning set forth in Clause 3.3;

Transaction has the meaning set forth in paragraph (C) of the Recitals;

Transferee means the entity designated as such in the Settlement Notice pursuant to Clause 2.4 (being either the Purchaser or a Settling Subsidiary);

Transferee's Depository Bank has the meaning set forth in Clause 2.4;

Transferee's Securities Deposit Account has the meaning set forth in Clause 2.4;

Unconditional Date has the meaning set forth in Clause 4.1;

VAT has the meaning set forth in Clause 3.4.

Schedule 1.2

Interpretation

In this Agreement, unless the context otherwise requires:

- references to a paragraph, Clause or Schedule shall refer to those of this Agreement unless stated otherwise;
- headings do not affect the interpretation of this Agreement; the singular shall include the plural and vice versa; and references to one gender include all genders;
- the original version of this Agreement has been drafted in English; should this Agreement be translated into French or any other language, the English version shall prevail among the Parties to the fullest extent permitted by French or German Law, as applicable, provided, however, that whenever a French, or, as applicable, German translation of certain words or expressions is contained in the original English version of this Agreement, such translation shall be conclusive in determining the French or, as applicable, German legal concept(s) to which the Parties intended to refer;
- when using the expressions “best efforts” or “reasonable efforts” (or any similar expression or any derivation thereof) in this Agreement, the Parties intend to refer to the French legal concept of “obligation de moyens”;
- when using the words “shall cause” or “shall procure that” (or any similar expression or any derivation thereof), the Parties intend to refer to the French legal concept of “porte-fort”;
- a reference to any statute, ordinance or other law shall include all regulations and other instruments thereunder and all consolidations, amendments, re-enactments or replacement thereof in force at the date of execution of this Agreement and as generally and publicly interpreted as of such date by the relevant competent judicial or regulatory authorities;
- a reference to any Party to this Agreement or any other agreement or document shall include such Party’s legal successors and permitted assigns;
- subsequent to the signature hereof, no prior drafts of this Agreement may in the event of litigation arising be used for any purpose including to show the intention of the Parties;
- any undertakings and agreements which are included in “Definitions” set forth in this Agreement shall have the same full force and effect as if they were included in the rest of this Agreement;
- when calculating the period of time within which or following which any act is to be done or step taken, the rules set out in articles 640 to 642 of the French Code de Procédure Civile shall be applied; and
- references to Euro or EUR are references to the lawful currency from time to time of the member states of the European Union.

This Agreement has been negotiated and reviewed by the Parties and their respective counsels and professional advisers. Accordingly, in interpreting this Agreement, no regard shall be had to which Party or its counsel drafted any provision being interpreted.

Schedule 3.2

Determination of the Additional Aggregate Purchase Price

No later than ten (10) Business Days following Completion of the Takeover Offer, or, as the case may be, Completion of the Delisting Offer, Completion of the Squeeze-out, Completion of the Competing Offer, Completion of the Third Party Takeover Offer or Completion of the Third Party Sale, the Purchaser shall prepare in good faith and shall deliver to the Seller a draft of the calculation of the Additional Aggregate Purchase Price 1 or, as the case may be, the Additional Aggregate Purchase Price 2 (the “**Calculation Statement**”).

Following the receipt of the Calculation Statement, the Seller shall be given a period of ten (10) Business Days to review such document. Unless, within such ten (10) Business-Day period, the Seller notifies the Purchaser in writing that it contests all or part of the Calculation Statement, the Seller shall be deemed to have accepted such calculation.

If the Seller, following its review, disagrees with the Calculation Statement, the Seller shall notify the Purchaser in writing of such disagreement setting out in reasonable detail the nature and basis of any such disagreement (the “**Disputed Matters**”) and its own calculation of the Additional Aggregate Purchase Price 1 or, as the case may be, the Additional Aggregate Purchase Price 2 (the “**Notice of Dispute**”).

The Calculation Statement shall become final and binding upon the Parties on the tenth (10th) Business Day following receipt thereof, unless the Seller gives a Notice of Dispute to the Purchaser prior to such date.

The Seller and the Purchaser shall, within ten (10) Business Days following receipt by the Purchaser of the Notice of Dispute, endeavour to reach an agreement on the Disputed Matters; if the Purchaser and the Seller reach an agreement on the Disputed Matters within such period, the agreed Additional Aggregate Purchase Price 1 or, as the case may be, the Additional Aggregate Purchase Price 2 shall then become final and binding upon the Parties.

If the Purchaser and the Seller are unable to reach an agreement on the Disputed Matters within the above ten (10) Business-Day period, such Disputed Matters shall be submitted, on the request by the Purchaser or the Seller, to an auditors firm of international reputation independent from each of the parties jointly appointed by the Purchaser and the Seller within five (5) Business Days following such ten (10) Business-Day period (the “**Expert**”). Should the Purchaser and the Seller fail to reach an agreement on an Expert within such five (5) Business-Day period or should the Expert appointed by the Purchaser and the Seller be prevented for any reason whatsoever from fulfilling its mission, the Expert shall be appointed by the President of the *Tribunal des Activités Economiques de Paris en la forme des référés et sans recours possible* (summary proceedings) at the request of the first of the Purchaser and the Seller to file such request. The Expert shall act in accordance with the provisions of article 1592 of the French Civil Code and in accordance with the procedure set out below.

The Seller and the Purchaser shall each prepare (or cause to be prepared by their respective accountants or advisers) a written statement of the Disputed Matters (the “**Statement of Dispute**”), two copies of which (together with the relevant supporting documentation) shall be submitted to the Expert and the other Parties no later than ten (10) Business Days following the formal appointment of the Expert. The matters submitted to the Expert shall be limited to the Disputed Matters.

The Statement of Dispute shall precisely identify the Disputed Matters, the positions of the Seller and the Purchaser as respectively expressed by each of them. The Expert shall (i) decide on the Disputed Matters and (ii) in light its resolution of the Disputed Matters, calculate the Additional Aggregate Purchase Price 1 or, as the case may be, the Additional Aggregate Purchase Price 2, provided that the amount of the Additional Aggregate Purchase Price 1 or, as the case may be, the Additional Aggregate Purchase Price 2 as determined by the Expert shall not exceed the higher of the Seller's position or, as the case may be, the lower of the Purchaser's position as set out in the Statement of Dispute. In the course of its mission, the Expert shall hear the Seller and the Purchaser and their respective advisers and auditors and will be given the opportunity to express their view and make comments.

The fees and expenses of the Expert shall be shared equally between the Seller and the Purchaser.

The Expert's determination shall be (i) made as soon as possible and in any event within thirty (30) Business Days of its appointment, (ii) set forth in a written statement delivered to the Seller and the Purchaser setting forth the grounds (*motivation*) for its decision. The determination of the Expert shall have the force of a final judgement by a court of competent jurisdiction, the determination shall be final and binding and the Parties irrevocably undertake to approve and accept the determination made by the Expert (except in case of manifest error, gross negligence or willful misconduct, in which case a new expert procedure shall be initiated in accordance with the procedure described in paragraph 6 above), and each Party shall be entitled to enforce such determination in accordance with Clause 12.11 of this Agreement.

The Expert shall at all times comply with the principle of "contradictoire".

Schedule 11.3
Press release

Artemis announces the sale of its shareholding in PUMA SE

Paris, January 27, 2026

Artémis today announced the signing of a definitive share purchase agreement pursuant to which ANTA Sports Products Limited (“ANTA”) will acquire from Artémis its entire shareholding of 43,014,760 ordinary shares of PUMA SE (“PUMA”), representing approximately 29% of the share capital of PUMA.

Under the terms of the agreement, ANTA will purchase the shares at a price of €35 per share for a total consideration of €1,505.5m. This represents a premium of 62% over the closing share price of PUMA as of January 26, 2026. Artémis benefits from customary price protections in case specific post-closing events occur.

The PUMA shares included in this transaction were received by Artémis in June 2018 as part of the exceptional distribution in kind to its shareholders carried out by Kering. In the past eight years, Artémis actively supported PUMA’s growth and remains highly confident in its future development.

This disposal is consistent with the ongoing strategy implemented by Artémis to focus on controlled assets and to redeploy its resources towards new value-creating sectors.

The transaction is subject to customary closing conditions and regulatory approvals and is expected to close by the end of 2026.

About Artémis

Artémis is the holding company of the Pinault family. Founded in 1992 by François Pinault, it invests in and supports high-growth companies over the long term. Artémis has developed a strong and balanced portfolio of international brands, mainly operating across the global luxury sector. Its key controlled assets include Kering, CAA, Artémis Domaines, Christie’s, Ponant, Stade Rennais. Consolidated assets amount to approximately €30 billion.

About Puma

PUMA is one of the world’s leading sports brands, designing, developing, selling and marketing footwear, apparel and accessories. For more than 75 years, PUMA has relentlessly pushed sport and culture forward by creating fast products for the world’s fastest athletes. PUMA offers performance and sport-inspired lifestyle products in categories such as Football, Running and Training, Basketball, Golf, and Motorsports. The company distributes its products in more than 120 countries and is headquartered in Herzogenaurach (Germany).



安踏體育用品有限公司

(於開曼群島註冊成立的有限公司)

**ANTA SPORTS PRODUCTS
LIMITED**

(Incorporated in the Cayman Islands with limited liability)

Address 地址：16/F, Manhattan Place, No.23

Wang Tai Road, Kowloon Bay, Hong Kong

香港 九龍灣 宏泰道 23 號 Manhattan Place 16 樓

TEL 電話：(852) 2116-1660

FAX 傳真：(852) 2116-1590

www.anta.com

FOR IMMEDIATE RELEASE

ANTA Sports to Acquire 29% Stake in PUMA, Further Strengthening Globalization Strategy

- *Accelerates multi-brand globalization strategy and enhances ANTA's global reach and competitiveness*
- *Brings proven growth track record to help unlock PUMA's potential globally including in China*
- *Supports PUMA's management, strategy, brand autonomy and identity*
- *Has no current plans to make a takeover offer for PUMA*

Hong Kong, 27 January 2026 – ANTA Sports Products Limited ("ANTA Sports" or the "Company", stock codes: 2020 (HKD counter) and 82020 (RMB counter), and its subsidiaries collectively the "Group"), today announced it has reached a share purchase agreement with Groupe Artémis, the investment company of the Pinault family, to acquire a 29.06% stake in PUMA SE, the company behind iconic global sports brand PUMA. The stake is valued at EUR 1.5 billion in cash. The transaction marks a significant step in ANTA Sports' globalization strategy, further enhancing its reach, recognition and competitiveness in the global sporting goods market.

The transaction is expected to close by the end of 2026, subject to relevant regulatory approvals and customary closing conditions. The equity acquisition will be entirely financed with ANTA Sports' internal cash resources.

Ding Shizhong, Board Chairman of ANTA Sports, commented: "This acquisition makes ANTA Sports the largest shareholder of PUMA and marks a major step forward in our 'single-focus, multi-brand, globalization' strategy. PUMA is an iconic global brand with substantial heritage. Working with PUMA, we look forward to learning from each other and joining hands to fully unlock the brand's full potential. This will further accelerate ANTA Sports' globalization, and help drive the next chapter of growth for the global sports markets including China – creating lasting value for both companies' consumers and shareholders worldwide."

ANTA Sports has over 35 years of experience in the sporting goods industry. Building on its foundation and growth engine in the Chinese market, it has achieved an industry-leading position in the country. The Group has been expanding operations across key markets including Southeast Asia, the Middle East, Africa, North America, and Europe. It has successfully empowered multiple international brands, accumulating extensive experience in multi-brand operations management and brand value revitalization, including its unique "Brand + Retail" business model with a proven track record.

PUMA is globally renowned for its rich heritage and has built deep brand equity and worldwide presence. It also brings powerful sports assets – particularly in football, running, training, basketball, and motorsport, and has a wide reach across key sports markets including Europe, Latin America, Africa, and India. Anta Sports' portfolio brands and PUMA offer highly complementary strengths across product portfolio, category specialization and regional footprint.

Commenting on the strategic rationale of the transaction, Mr. Ding emphasized: "ANTA has always admired PUMA's long-term brand value and potential. Such strong brand DNA and value heritage are rare to come by. We believe PUMA's share price over the past few months does not fully reflect the long-term potential of the brand. We have confidence in its management team and strategic transformation. Moving forward, we hope to build strong trust, work together at arm's length, and leverage our complementary strengths without comprising independence. We look forward to supporting the brand's ongoing revival."

ANTA Sports fully appreciates PUMA's management culture and independent governance as a German-listed company. ANTA Sports intends to seek adequate representation on PUMA's Supervisory Board. These representatives will work closely with the other Supervisory Board members from both the shareholders' and employee representatives' side, while preserving PUMA's strong brand identity and heritage. The Group will carefully assess the possibility of further deepening the partnership between the two parties in the future. The Group currently has no plans to make a takeover offer for PUMA.

About ANTA

ANTA was established in 1991; while ANTA Sports Products Limited, a widely recognized global sportswear company, was listed on the Main Board of HKEx in 2007 (Stock Codes: 2020 (HKD counter) and 82020 (RMB counter)). The mission of the Company is to bring the transcendent sports spirit into everyone's life. ANTA Sports principally engages in R&D, design, manufacturing, marketing and sales of professional sports products including footwear, apparel and accessories. By embracing an all-round brand portfolio including ANTA, FILA, DESCENTE, KOLON SPORT, MAIA ACTIVE and JACK WOLFSKIN, etc., ANTA Sports aims to unlock the potential of both the mass and high-end sportswear markets. ANTA Sports is also the largest shareholder of Amer Sports, Inc., a global group of iconic sports and outdoor brands, including Arc'teryx, Salomon, Wilson, Peak Performance, and Atomic, whose shares are listed on the New York Stock Exchange (NYSE: AS).

Official website: <http://ir.anta.com>

About PUMA

PUMA is one of the world's leading sports brands, designing, developing, selling and marketing footwear, apparel and accessories. For more than 75 years, PUMA has relentlessly pushed sport and culture forward by creating fast products for the world's fastest athletes. PUMA offers performance and sport-inspired lifestyle products in categories such as Football, Running and Training, Basketball, Golf, and Motorsports. It collaborates with renowned designers and brands to bring sport influences into street culture and fashion. The PUMA Group owns the brands PUMA, Cobra Golf and stichd. The company distributes its products in more than 120 countries, employs about 20,000 people worldwide, and is headquartered in Herzogenaurach/Germany.

For further information, please contact:

Investor Contact

ANTA Sports Products Limited
Investor Relations Department
Tel: (852) 2116 1660
Fax: (852) 2116 1590
E-mail: ir@anta.com.hk

Media Contact

Claudia Kosser, Germany/Europe, +49 162 2737953, Claudia.Kosser@fgsglobal.com
Danielle Berg, US/international, +1 214 7092300, Danielle.Berg@fgsglobal.com
Louis Hung, APAC, +852 90841801, Louis.Hung@fgsglobal.com