

The shareholders of our Company are hereby invited to the

**Ordinary Annual General Meeting**

to be held at Augsburg Trade Fair Center, Schwabenhalle (Hall 1), Messezentrum 5, 86159 Augsburg on

**26 May 2011 at 10 am.**

**I. Agenda**

- 1. Presentation of the adopted annual financial statements and management report, including the explanatory report regarding disclosure in accordance with section 289, paragraphs 4 and 5 *HGB* [German Commercial Code], as well as the approved consolidated financial statements and group management report, including the explanatory report regarding disclosure in accordance with section 315, paragraph 2, no. 5 and paragraph 4 *HGB*, for the 2010 financial year; Presentation of the report of the Supervisory Board for the 2010 financial year**

The aforementioned documents shall, from the day the Annual General Meeting is convened, be available for shareholders to view at the business premises of KUKA Aktiengesellschaft, Zugspitzstrasse 140, 86165 Augsburg, and be accessible on the Company's website at [www.kuka-ag.de](http://www.kuka-ag.de). Each shareholder shall be given or sent a free copy on request. Moreover, the documents shall be accessible at the Annual General Meeting, where they shall be further explained. In accordance with statutory provisions, no resolution has been provided for Agenda Item 1, since the Supervisory Board has already approved the annual financial statements and the consolidated financial statements and adoption of the same at the Annual General Meeting is thus unnecessary.

- 2. Resolution on the discharge from responsibility of the Executive Board members**

The Executive Board and the Supervisory Board propose that the members of the Executive Board be discharged from responsibility for the 2010 financial year.

It is planned that shareholders at the Annual General Meeting shall decide on the discharge from responsibility of each individual member of the Executive Board.

**3. Resolution on the discharge from responsibility of the Supervisory Board members**

The Executive Board and the Supervisory Board propose that the members of the Supervisory Board be discharged from responsibility for the 2010 financial year.

It is planned that shareholders at the Annual General Meeting shall decide on the discharge from responsibility of each individual member of the Supervisory Board.

**4. Resolution on revoking the existing Authorized Capital II (2009) and the existing Authorized Capital III (2010), on creating new Authorized Capital 2011, with authorization to exclude subscription rights, and on making relevant amendments to the Articles of Association**

The Executive Board and the Supervisory Board propose that the following resolution be passed:

- a) The Executive Board's authorization under section 4, paragraph 5 of the Articles of Association, subject to approval by the Supervisory Board, to increase the Company's share capital once or several times on or before 28 April 2014 by up to EUR 15,479,879.40 (Authorized Capital II) is hereby revoked with revocation of section 4, paragraph 5 of the Articles of Association.
- b) The Executive Board's authorization under section 4, paragraph 6 of the Articles of Association, subject to approval by the Supervisory Board, to increase the Company's share capital once or several times on or before 28 April 2015 by up to EUR 7,607,587.00 (Authorized Capital III) is hereby revoked with revocation of section 4, paragraph 6 of the Articles of Association.
- c) Subject to approval by the Supervisory Board, the Executive Board is hereby authorized to increase the Company's share capital once or several times on or before 25 May 2016 by up to EUR 44,090,059.00 by issuing new shares (Authorized Capital 2011). In this respect, the shareholders shall be granted subscription rights. However, the Executive Board shall be authorized, subject to approval by the Supervisory Board, to exclude fractional amounts from shareholder subscription rights and to exclude shareholder subscription rights if a capital increase in exchange for contributions in kind takes place for the purpose of acquiring companies or parts of companies or interests in companies or other assets (including third-party claims against the

Company). Subject to approval by the Supervisory Board, the Executive Board shall be further authorized to exclude shareholder subscription rights in the event of Authorized Capital 2011 being used once or several times in exchange for cash contributions in an amount not exceeding 10 per cent of the existing share capital at the time this authorization comes into effect and - if this value is lower - at the time this authorization is exercised, in order to issue the new shares at a price that is not significantly lower than the price of the Company's shares already quoted on the stock exchange at the time the new share issue price is finalized. Shares sold as a result of, and during the term of, the authorization granted at the Annual General Meeting of 29 April 2010 in accordance with section 71, paragraph 1, no. 8, sentence 5 *AktG* [German Stock Corporation Act] in conjunction with section 186, paragraph 3, sentence 4 *AktG* shall count towards the aforementioned 10% threshold. Furthermore, this 10% threshold shall also include shares issued for the purpose of servicing warrant or convertible bonds, participation rights or participating bonds or a combination of these instruments, provided that these instruments were issued as a result of, and during the term of, the authorization granted at the Annual General Meeting of 29 April 2010 in accordance with the appropriate application of section 186, paragraph 3, sentence 4 *AktG*. The Executive Board shall be authorized, subject to approval by the Supervisory Board, to stipulate other details regarding the capital increase and its execution, in particular with regard to share rights and the terms and conditions relating to the issuance of shares.

- d) Section 4, paragraph 5 of the Articles of Association shall be reworded as follows as soon as revocation of the current section 4, paragraph 5 has been entered in the Commercial Register in accordance with the resolution under letter a) and revocation of the current section 4, paragraph 6 has been entered in the Commercial Register in accordance with the resolution under letter b); the current section 4, paragraph 7 of the Articles of Association shall then become section 4, paragraph 6, and the current section 4, paragraph 8 of the Articles of Association shall then become section 4, paragraph 7:

"Subject to approval by the Supervisory Board, the Executive Board is hereby authorized to increase the Company's share capital once or several times on or before 25 May 2016 by up to EUR 44,090,059.00 by issuing new shares (Authorized Capital 2011). In this respect, the shareholders shall be granted subscription rights. However, the Executive Board shall be authorized, subject to approval by the Supervisory Board, to exclude fractional amounts from shareholder subscription rights and to exclude shareholder subscription rights if a capital increase in exchange for contributions in kind takes place for the purpose of acquiring companies or parts of companies or interests in companies or other assets (including third-party claims against the Company). Subject to approval by the Supervisory Board, the Executive Board shall be further authorized to exclude shareholder subscription rights in the event of Authorized Capital 2011 being used once or several

times in exchange for cash contributions in an amount not exceeding 10 per cent of the existing share capital at the time this authorization comes into effect and - if this value is lower - at the time this authorization is exercised, in order to issue the new shares at a price that is not significantly lower than the price of the Company's shares already quoted on the stock exchange at the time the new share issue price is finalized. Shares sold as a result of, and during the term of, the authorization granted at the Annual General Meeting of 29 April 2010 in accordance with section 71, paragraph 1, no. 8, sentence 5 *AktG* in conjunction with section 186, paragraph 3, sentence 4 *AktG* shall count towards the aforementioned 10% threshold. Furthermore, this 10% threshold shall also include shares issued for the purpose of servicing warrant or convertible bonds, participation rights or participating bonds or a combination of these instruments, provided that these instruments were issued as a result of, and during the term of, the authorization granted at the Annual General Meeting of 29 April 2010 in accordance with the appropriate application of section 186, paragraph 3, sentence 4 *AktG*. The Executive Board shall be authorized, subject to approval by the Supervisory Board, to stipulate other details regarding the capital increase and its execution, in particular with regard to share rights and the terms and conditions relating to the issuance of shares."

- e) The Supervisory Board is hereby authorized to amend the wording of section 4, subsections 1 and 5 of the Articles of Association following complete or partial execution of the capital increase, as appropriate each time after Authorized Capital 2011 has been used, or, if Authorized Capital 2011 has not been used or fully used by 25 May 2016, following expiration of the authorization.
- f) To ensure that revocation of the current Authorized Capital II and the current Authorized Capital III does not come into effect without these having been replaced by the new Authorized Capital 2011 amounting to EUR 44,090,059.00, the Executive Board is hereby instructed to not file with the Commercial Register the resolutions passed under letters a) and b) above - concerning (i) revocation of the authorized capital contained hitherto in section 4, paragraph 5 of the Articles of Association and (ii) revocation of the authorized capital contained hitherto in section 4, paragraph 6 of the Articles of Association - until it has been secured that the resolution on the creation of new Authorized Capital 2011 amounting to EUR 44,090,059.00 will, with appropriate amendment of the Articles of Association in accordance with letter c), be entered in the Commercial Register immediately after entry of the revocation of the current section 4, subsections 5 and 6 of the Articles of Association.

**5. Resolution to approve the conclusion of new control and profit-and-loss-transfer agreements between KUKA Aktiengesellschaft and its subsidiaries/sub-subsidiary (i) KUKA Systems GmbH, (ii) KUKA Roboter GmbH, (iii) KUKA Dienstleistungs GmbH and (iv) KUKA Laboratories GmbH**

Independent control and profit/income-and-loss transfer agreements exist between KUKA Aktiengesellschaft on the one hand and each of the subsidiaries KUKA Systems GmbH, KUKA Roboter GmbH and KUKA Dienstleistungs GmbH and the sub-subsidiary KUKA Laboratories GmbH (formerly "IWKA PACKAGING GmbH") on the other hand.

In order to ensure that the fiscal unit set up through these agreements continues to be recognized from a taxation perspective, it is essential to amend the version of the provision on the contract period contained in the agreements hitherto. For legal reasons, this makes it necessary to conclude new agreements. The agreements concluded shall come into effect on 1 January 2011, superseding the agreements applicable hitherto. By amending the provision on the contract period when concluding the new agreements, it is made clear that a fixed term of five further years shall apply from 1 January 2011. From then on, the provision on this five-year term shall be dynamic in terms of its commencement and expiration.

Additionally, the control and profit-and-loss transfer agreement existing hitherto between KUKA Aktiengesellschaft and KUKA Laboratories GmbH is to be reworded when concluding the new agreement. Since the share in KUKA Laboratories GmbH that was formerly held by KUKA Aktiengesellschaft has meanwhile been transferred to KUKA Roboter GmbH, a wholly owned subsidiary of KUKA Aktiengesellschaft, KUKA Laboratories GmbH has become a sub-subsidiary of KUKA Aktiengesellschaft. The reworded control and profit-and-loss transfer agreement of 28 March 2011 clarifies, in linguistic terms, the ownership status that has changed between KUKA Aktiengesellschaft and KUKA Laboratories GmbH in this respect.

Apart from the aforementioned amendments, the agreements newly concluded shall, in terms of their content, correspond to the agreements already applicable hitherto.

Since the shares of all the aforementioned subsidiaries/sub-subsidiary are wholly owned by KUKA Aktiengesellschaft, directly in the case of the subsidiaries and indirectly in the case of the sub-subsidiary KUKA Laboratories GmbH, and there are thus no outside shareholders in the subsidiaries/sub-subsidiary, KUKA Aktiengesellschaft shall not be required to pay any equalization payments (under section 304 *AktG*) or any indemnities (under section 305 *AktG*) in connection with the conclusion of the new control and profit-and-loss transfer agreements.

KUKA Aktiengesellschaft and the aforementioned subsidiaries/sub-subsidiary each concluded the new control and profit-and-loss transfer agreements on 28 March 2011. Shareholders at the Annual General Meetings of each of the aforementioned subsidiaries/sub-subsidiary gave their approval on 30 March 2011. As was the case

when concluding these agreements for the first time, each new agreement shall be effective only with the approval of the Annual General Meeting of KUKA Aktiengesellschaft.

The agreements of 28 March 2011 newly concluded with the subsidiaries shall not require auditing by an auditor under section 293b, paragraph 1 *AktG*. With regard to the conclusion of the new agreement with the sub-subsidiary KUKA Laboratories GmbH of 28 March 2011, the accountancy firm Ernst & Young GmbH has, at the application of the Executive Board of KUKA Aktiengesellschaft, been appointed auditor of the control and profit transfer agreement on behalf of KUKA Aktiengesellschaft by order of *Landgericht* [Regional Court] Munich I of 6 April 2011 in accordance with section 293c, paragraph 1 *AktG*. The accountancy firm Ernst & Young GmbH has summarized the results of this audit in its audit report in accordance with section 293e *AktG* of 11 April 2011.

- a) Resolution on approving the conclusion of a new control and profit-and-loss transfer agreement between KUKA Aktiengesellschaft and KUKA Systems GmbH

The Executive Board and the Supervisory Board propose that approval be given to the conclusion of the new control and profit-and-loss transfer agreement of 28 March 2011 between KUKA Aktiengesellschaft (controlling company) and KUKA Systems GmbH (controlled company). The content of the reworded control and profit-and-loss transfer agreement is as follows:

**Control and Profit-and-Loss Transfer Agreement**

**between**

the company

**KUKA Aktiengesellschaft,**

Zugspitzstrasse 140

86165 Augsburg

(registered in the Commercial Register of *Amtsgericht* [Local Court] Augsburg  
under section B, no. 22709),

- hereinafter also called "Parent Company" or "Controlling Company" -

and

**KUKA Systems GmbH**

Blücherstrasse 144

86165 Augsburg

(registered in the Commercial Register of *Amtsgericht* Augsburg  
under section B, no. 7921),

- hereinafter also called "Subsidiary" or "Controlled Company" -

KUKA Aktiengesellschaft and KUKA Systems GmbH are hereinafter also jointly called the "Parties".

## **Preamble**

KUKA Aktiengesellschaft is the sole shareholder of KUKA Systems GmbH. A control and profit-and-loss transfer agreement of 24 November/10 December 1987 (as amended by the addendum of 28 September 2009) exists between the Parties. The Parties agree that the control and profit-and-loss transfer agreement existing hitherto shall, owing to the amendment of the contract period, be completely superseded by the Control and Profit-and-Loss Transfer Agreement hereby newly concluded (hereinafter the "Agreement").

It is hereby pointed out that the provisions relating to the content of the control agreement shall take effect as of the date of entry of this Agreement in the Commercial Register of the Controlled Company. Furthermore, it is hereby pointed out that the provisions relating to the content of the profit-and-loss transfer agreement shall take effect as of the beginning of the financial year when this Agreement is entered in the Commercial Register of the Controlled Company.

Now, therefore, in consideration of the foregoing, the Parties agree as follows:

### **Section 1**

The Parent Company is the sole shareholder of the Subsidiary, with all voting rights. The Subsidiary is thus controlled by the Parent Company and its financial, business and organizational structures and processes are integrated into those of the Parent Company.

### **Section 2**

- (1) The Subsidiary is under the direction of the Parent Company.
- (2) The Parent Company shall, to the extent legally permitted, be entitled to issue directives to the general managers of the Subsidiary with regard to their management of the business. The Subsidiary's general managers shall comply with these directives.
- (3) The Parent Company shall be entitled to review the Subsidiary's account books and journals at any time and demand information regarding the Subsidiary's business dealings.

### **Section 3**

- (1) The Subsidiary shall transfer to the Parent Company any and all of its profits determined in accordance with the provisions of commercial law. Profit is defined as the annual net income excluding profit transfer, which
  - a) is reduced by any loss carried forward from the previous year and the amounts allocated to other revenue reserves;

b) is increased by the amounts taken from other revenue reserves formed during the term of this Agreement.

The profit to be transferred shall be reduced to the extent that sections 58 b) to 58 d) *GmbHG* [Private Limited Companies Act] prohibit such transfer.

The transfer of amounts from any reversal of capital reserves is hereby excluded.

The transfer of amounts from any reversal of revenue reserves formed prior to this Agreement coming into effect is also hereby excluded.

- (2) The Subsidiary may allocate amounts to other revenue reserves only to the extent that this is economically justified on the basis of a reasonable commercial assessment. Amounts may be taken from other revenue reserves and transferred as profits only to the extent that the amounts were allocated to these other revenue reserves during the term of this Agreement.
- (3) Moreover, the maximum amount of profit transfer shall be subject to appropriate application of the respective valid version of section 301 *AktG*.
- (4) The Parent Company shall offset any annual loss otherwise arising during the term of this Agreement, unless such loss is offset using funds from other revenue reserves formed during the term of this Agreement. Moreover, the respective valid version of section 302 *AktG* shall correspondingly apply.
- (5) All claims to the transfer of profits or, as the case may be, to the offsetting of any annual loss shall accrue, and be due, at the end of every financial year of the Subsidiary. A reasonable interest rate shall be applied to the Subsidiary's profit or annual loss between the end of the financial year and the actual date on which any profit is transferred or any loss is offset. The statements of account for the profit to be transferred or the loss to be offset shall, in each case, be submitted prior to the adoption of the Subsidiary's financial statements. This settlement shall be taken into account in the Subsidiary's financial statements.

#### Section 4

- (1) This Agreement shall apply with effect from 1 January 2011 and supersede the previous agreement of 24 November/10 December 1987 (including the addendum of 28 September 2009) already concluded for a fixed term of five years.
- (2) This Agreement shall be concluded with effect from 1 January 2011 for a fixed term of five further years commencing at the beginning of the financial year for which the profit transfer agreement, as amended herein, is recognized for the first time from a taxation perspective. This Agreement shall be renewed for one further financial year at a time, unless it is terminated by either of the two Parties hereto with six months' notice with effect from the end of any financial year of the Subsidiary, however no earlier than with effect from the time when the five-year time limit under section 14 *Körperschaftsteuergesetz* [Corporation Tax



Act] is met from a taxation perspective. The right to terminate this Agreement prematurely for good cause shall remain unaffected.

- (3) In any event, notices of termination shall be in writing.

#### Section 5

- (1) Amendments and supplements to this Agreement shall only be effective in writing.
- (2) If any individual stipulations of this Agreement are or become ineffective in law, this shall not affect the validity of the remaining content of this Agreement. The nullified stipulation shall be replaced by a provision reflecting the nullified stipulation as closely as possible.

Augsburg, 28 March 2011

KUKA Aktiengesellschaft

KUKA Systems GmbH

- b) Resolution on approving the conclusion of a new control and profit-and-loss transfer agreement between KUKA Aktiengesellschaft and KUKA Roboter GmbH

The Executive Board and the Supervisory Board propose that approval be given to the conclusion of the new control and profit-and-loss transfer agreement of 28 March 2011 between KUKA Aktiengesellschaft (controlling company) and KUKA Roboter GmbH (controlled company). The content of the reworded control and profit-and-loss transfer agreement is as follows:

#### Control and Profit-and-Loss Transfer Agreement

between

the company

**KUKA Aktiengesellschaft,**

Zugspitzstrasse 140

86165 Augsburg

(registered in the Commercial Register of *Amtsgericht* [Local Court] Augsburg under section B, no. 22709),

- hereinafter also called "Parent Company" or "Controlling Company" -

and

the company

**KUKA Roboter GmbH**

Zugspitzstrasse 140

86165 Augsburg

(registered in the Commercial Register of *Amtsgericht* Augsburg under section B, no. 14914),

- hereinafter also called "Subsidiary" or "Controlled Company" -

KUKA Aktiengesellschaft and KUKA Roboter GmbH are hereinafter also jointly called the "Parties".

#### **Preamble**

KUKA Aktiengesellschaft is the sole shareholder of KUKA Roboter GmbH. A control and income-and-loss transfer agreement of 12 August/2 September 1996 (as amended by the addendum of 28 September 2009) exists between the Parties. The Parties agree that the previous control and income-and-loss transfer agreement shall, owing to the amendment of the contract period, be completely superseded by the Control and Profit-and-Loss Transfer Agreement hereby newly concluded (hereinafter the "Agreement").

It is hereby pointed out that the provisions relating to the content of the control agreement shall take effect as of the date of entry of this Agreement in the Commercial Register of the Controlled Company. Furthermore, it is hereby pointed out that the provisions relating to the content of the profit-and-loss transfer agreement shall take effect as of the beginning of the financial year when this Agreement is entered in the Commercial Register of the Controlled Company.

Now, therefore, in consideration of the foregoing, the Parties agree as follows:

#### **Section 1**

The Parent Company is the sole shareholder of the Subsidiary, with all voting rights. The Subsidiary is thus controlled by the Parent Company and its financial, business and organizational structures and processes are integrated into those of the Parent Company.

#### **Section 2**

- (1) The Subsidiary is under the direction of the Parent Company.
- (2) The Parent Company shall, to the extent legally permitted, be entitled to issue directives to the general managers of the Subsidiary with regard to their management of the business. The Subsidiary's general managers shall comply with these directives.
- (3) The Parent Company shall be entitled to review the Subsidiary's account books and journals at any time and demand information regarding the Subsidiary's business dealings.

#### **Section 3**

- (1) The Subsidiary shall transfer to the Parent Company any and all of its profits determined in accordance with the provisions of commercial law. Profit is defined as the annual net income excluding profit transfer, which
  - a) is reduced by any loss carried forward from the previous year and the amounts allocated to other revenue reserves;

- b) is increased by the amounts taken from other revenue reserves formed during the term of this Agreement.

The profit to be transferred shall be reduced to the extent that sections 58 b) to 58 d) *GmbHG* [Private Limited Companies Act] prohibit such transfer.

The transfer of amounts from any reversal of capital reserves is hereby excluded.

The transfer of amounts from any reversal of revenue reserves formed prior to this Agreement coming into effect is also hereby excluded.

- (2) The Subsidiary may allocate amounts to other revenue reserves only to the extent that this is economically justified on the basis of a reasonable commercial assessment. Amounts may be taken from other revenue reserves and transferred as profits only to the extent that the amounts were allocated to these other revenue reserves during the term of this Agreement.
- (3) Moreover, the maximum amount of profit transfer shall be subject to appropriate application of the respective valid version of section 301 *AktG*.
- (4) The Parent Company shall offset any annual loss otherwise arising during the term of this Agreement, unless such loss is offset using funds from other revenue reserves formed during the term of this Agreement. Moreover, the respective valid version of section 302 *AktG* shall correspondingly apply.
- (5) All claims to the transfer of profits or, as the case may be, to the offsetting of any annual loss shall accrue, and be due, at the end of every financial year of the Subsidiary. A reasonable interest rate shall be applied to the Subsidiary's profit or annual loss between the end of the financial year and the actual date on which any profit is transferred or any loss is offset. The statements of account for the profit to be transferred or the loss to be offset shall, in each case, be submitted prior to the adoption of the Subsidiary's financial statements. This settlement shall be taken into account in the Subsidiary's financial statements.

#### **Section 4**

- (1) This Agreement shall apply with effect from 1 January 2011 and supersede the previous agreement of 12 August/2 September 1996 (including the addendum of 28 September 2009) already concluded for a fixed term of five years.
- (2) This Agreement shall be concluded with effect from 1 January 2011 for a fixed term of five further years commencing at the beginning of the financial year for which the profit transfer agreement, as amended herein, is recognized for the first time from a taxation perspective. This Agreement shall be renewed for one further financial year at a time, unless it is terminated by either of the two Parties hereto with six months' notice with effect from the end of any financial year of the Subsidiary, however no earlier than with effect from the time when the five-year time limit under section 14 *Körperschaftsteuergesetz* [Corporation Tax

Act] is met from a taxation perspective. The right to terminate this Agreement prematurely for good cause shall remain unaffected.

- (3) In any event, notices of termination must be in writing.

#### **Section 5**

- (1) Amendments and supplements to this Agreement shall only be effective in writing.
- (2) If any individual stipulations of this Agreement are or become ineffective in law, this shall not affect the validity of the remaining content of this Agreement. The nullified stipulation shall be replaced by a provision reflecting the nullified stipulation as closely as possible.

Augsburg, 28 March 2011

KUKA Aktiengesellschaft

KUKA Roboter GmbH

- c) Resolution on approving the conclusion of a new control and profit-and-loss transfer agreement between KUKA Aktiengesellschaft and KUKA Dienstleistungs GmbH

The Executive Board and the Supervisory Board propose that approval be given to the conclusion of the new control and profit-and-loss transfer agreement of 28 March 2011 between KUKA Aktiengesellschaft (controlling company) and KUKA Dienstleistungs Systems GmbH (controlled company). The content of the reworded control and profit-and-loss transfer agreement is as follows:

#### **Control and Profit Transfer Agreement**

**between**

the company

**KUKA Aktiengesellschaft,**

Zugspitzstrasse 140

86165 Augsburg

(registered in the Commercial Register of *Amtsgericht* [Local Court] Augsburg  
under section B, no. 22709),

- hereinafter also called "Parent Company" or "Controlling Company" -

and

the company

**KUKA Dienstleistungs GmbH**

Blücherstrasse 144

86165 Augsburg

(registered in the Commercial Register of *Amtsgericht* Augsburg  
under section B, no. 22800),

- hereinafter also called "Subsidiary" or "Controlled Company" -

KUKA Aktiengesellschaft and KUKA Dienstleistungs GmbH are hereinafter also jointly called the "Parties".

#### **Preamble**

KUKA Aktiengesellschaft is the sole shareholder of KUKA Dienstleistungs GmbH. A control and profit-and-loss transfer agreement of 24 November/4 December 1987 (as amended by the addendum of 28 September 2009) exists between the Parties. The Parties agree that the previous control and profit-and-loss transfer agreement shall, owing to the amendment of the contract period, be completely superseded by the Control and Profit-and-Loss Transfer Agreement hereby newly concluded (hereinafter the "Agreement").

It is hereby pointed out that the provisions relating to the content of the control agreement shall take effect as of the date of entry of this Agreement in the Commercial Register of the Controlled Company. Furthermore, it is hereby pointed out that the provisions relating to the content of the profit-and-loss transfer agreement shall take effect as of the beginning of the financial year when this Agreement is entered in the Commercial Register of the Controlled Company.

Now, therefore, in consideration of the foregoing, the Parties agree as follows:

#### **Section 1**

The Parent Company is the sole shareholder of the Subsidiary, with all voting rights. The Subsidiary is thus controlled by the Parent Company and its financial, business and organizational structures and processes are integrated into those of the Parent Company.

#### **Section 2**

- (1) The Subsidiary is under the direction of the Parent Company.
- (2) The Parent Company shall, to the extent legally permitted, be entitled to issue directives to the general managers of the Subsidiary with regard to their management of the business. The Subsidiary's general managers shall comply with these directives.
- (3) The Parent Company shall be entitled to review the Subsidiary's account books and journals at any time and demand information regarding the Subsidiary's business dealings.

#### **Section 3**

- (1) The Subsidiary shall transfer to the Parent Company any and all of its profits determined in accordance with the provisions of commercial law. Profit is defined as the annual net income excluding profit transfer, which

- a) is reduced by any loss carried forward from the previous year and the amounts allocated to other revenue reserves;
- b) is increased by the amounts taken from other revenue reserves formed during the term of this Agreement.

The profit to be transferred shall be reduced to the extent that sections 58 b) to 58 d) *GmbHG* [Private Limited Companies Act] prohibit such transfer.

The transfer of amounts from any reversal of capital reserves is hereby excluded.

The transfer of amounts from any reversal of revenue reserves formed prior to this Agreement coming into effect is also hereby excluded.

- (2) The Subsidiary may allocate amounts to other revenue reserves only to the extent that this is economically justified on the basis of a reasonable commercial assessment. Amounts may be taken from other revenue reserves and transferred as profits only to the extent that the amounts were allocated to these other revenue reserves during the term of this Agreement.
- (3) Moreover, the maximum amount of profit transfer shall be subject to appropriate application of the respective valid version of section 301 *AktG*.
- (4) The Parent Company shall offset any annual loss otherwise arising during the term of this Agreement, unless such loss is offset using funds from other revenue reserves formed during the term of this Agreement. Moreover, the respective valid version of section 302 *AktG* shall correspondingly apply.
- (5) All claims to the transfer of profits or, as the case may be, to the offsetting of any annual loss shall accrue, and be due, at the end of every financial year of the Subsidiary. A reasonable interest rate shall be applied to the Subsidiary's profit or annual loss between the end of the financial year and the actual date on which any profit is transferred or any loss is offset. The statements of account for the profit to be transferred or the loss to be offset shall, in each case, be submitted prior to the adoption of the Subsidiary's financial statements. This settlement shall be taken into account in the Subsidiary's financial statements.

#### Section 4

- (1) This Agreement shall apply with effect from 1 January 2011 and supersede the previous agreement of 24 November/4 December 1987 (including the addendum of 26 January/ 1 February 1988 and the addendum of 28 September 2009) already concluded for a fixed term of five years.
- (2) This Agreement shall be concluded with effect from 1 January 2011 for a fixed term of five further years commencing at the beginning of the financial year for which the profit transfer agreement, as amended herein, is recognized for the first time from a taxation perspective.

This Agreement shall be renewed for one further financial year at a time, unless it is terminated by either of the two Parties hereto with six months' notice with effect from the end of any financial year of the Subsidiary, however no earlier than with effect from the time when the five-year time limit under section 14 *Körperschaftsteuergesetz* [Corporation Tax Act] is met from a taxation perspective. The right to terminate this Agreement prematurely for good cause shall remain unaffected.

- (3) In any event, notices of termination must be in writing.

#### Section 5

- (1) Amendments and supplements to this Agreement shall only be effective in writing.
- (2) If any individual stipulations of this Agreement are or become ineffective in law, this shall not affect the validity of the remaining content of this Agreement. The nullified stipulation shall be replaced by a provision reflecting the nullified stipulation as closely as possible.

Augsburg, 28 March 2011

KUKA Aktiengesellschaft

KUKA Dienstleistungs GmbH

- d) Resolution on approving the conclusion of a new control and profit-and-loss transfer agreement between KUKA Aktiengesellschaft and KUKA Laboratories GmbH

The Executive Board and the Supervisory Board propose that approval be given to the conclusion of the new control and profit-and-loss transfer agreement of 28 March 2011 between KUKA Aktiengesellschaft (controlling company) and KUKA Laboratories GmbH (controlled company, formerly named "IWKA PACKAGING GmbH"). The content of the reworded control and profit-and-loss transfer agreement is as follows:

#### **Control and Profit Transfer Agreement**

**between**

the company

**KUKA Aktiengesellschaft,**

Zugspitzstrasse 140

86165 Augsburg

(registered in the Commercial Register of *Amtsgericht* [Local Court] Augsburg under section B, no. 22709),

- hereinafter also called "Parent Company" or "Controlling Company" -

and

the company  
**KUKA Laboratories GmbH**  
Zugspitzstrasse 140  
86165 Augsburg  
(registered in the Commercial Register of *Amtsgericht* Augsburg  
under section B, no. 24617,  
formerly named "IWKA PACKAGING GmbH"),  
- hereinafter also called "Sub-subsidiary" or "Controlled Company" -

KUKA Aktiengesellschaft and KUKA Laboratories GmbH are hereinafter also jointly called the "Parties".

### **Preamble**

KUKA Aktiengesellschaft is the sole shareholder of KUKA Roboter GmbH, which in turn is the sole shareholder of KUKA Laboratories GmbH. This means that KUKA Laboratories GmbH is a sub-subsidiary of KUKA Aktiengesellschaft. A control and profit-and-loss transfer agreement of 23/24 November 1987 (as amended by the addendum of 28 September 2009) exists between the Parties. The Parties agree that the previous control and profit-and-loss transfer agreement shall, owing to the amendment of the contract period, be completely superseded by the Control and Profit-and-Loss Transfer Agreement hereby newly concluded (hereinafter the "Agreement").

It is hereby pointed out that the provisions relating to the content of the control agreement shall take effect as of the date of entry of this Agreement in the Commercial Register of the Controlled Company. Furthermore, it is hereby pointed out that the provisions relating to the content of the profit-and-loss transfer agreement shall take effect as of the beginning of the financial year when this Agreement is entered in the Commercial Register of the Controlled Company.

Now, therefore, in consideration of the foregoing, the Parties agree as follows:

### **Section 1**

The Parent Company is the sole shareholder of the subsidiary KUKA Roboter GmbH and holds all voting rights therein. KUKA Roboter GmbH is in turn the sole shareholder of the Sub-subsidiary KUKA Laboratories GmbH. The Sub-subsidiary is thus controlled by the Parent Company and its financial, business and organizational structures and processes are integrated into those of the Parent Company.

### **Section 2**

- (1) The Sub-subsidiary is under the direction of the Parent Company.
- (2) The Parent Company shall, to the extent legally permitted, be entitled to issue directives to the general managers of the Sub-subsidiary with regard to their management of the business. The Sub-subsidiary's general managers shall comply with these directives.



- (3) The Parent Company shall be entitled to review the Sub-subsidiary's account books and journals at any time and demand information regarding the Sub-subsidiary's business dealings.

### Section 3

- (1) The Sub-subsidiary shall transfer to the Parent Company any and all of its profits determined in accordance with the provisions of commercial law. Profit is defined as the annual net income excluding profit transfer, which
  - a) is reduced by any loss carried forward from the previous year and the amounts allocated to other revenue reserves;
  - b) is increased by the amounts taken from other revenue reserves formed during the term of this Agreement.

The profit to be transferred shall be reduced to the extent that sections 58 b) to 58 d) *GmbHG* [Private Limited Companies Act] prohibit such transfer.

The transfer of amounts from any reversal of capital reserves is hereby excluded.

The transfer of amounts from any reversal of revenue reserves formed prior to this Agreement coming into effect is also hereby excluded.

- (2) The Sub-subsidiary may allocate amounts to other revenue reserves only to the extent that this is economically justified on the basis of a reasonable commercial assessment. Amounts may be taken from other revenue reserves and transferred as profits only to the extent that the amounts were allocated to these other revenue reserves during the term of this Agreement.
- (3) Moreover, the maximum amount of profit transfer shall be subject to appropriate application of the respective valid version of section 301 *AktG*.
- (4) The Parent Company shall offset any annual loss otherwise arising during the term of this Agreement, unless such loss is offset using funds from other revenue reserves formed during the term of this Agreement. Moreover, the respective valid version of section 302 *AktG* shall correspondingly apply.
- (5) All claims to the transfer of profits or, as the case may be, to the offsetting of any annual loss shall accrue, and be due, at the end of every financial year of the Sub-subsidiary. A reasonable interest rate shall be applied to the Sub-subsidiary's profit or annual loss between the end of the financial year and the actual date on which any profit is transferred or any loss is offset. The statements of account for the profit to be transferred or the loss to be offset shall, in each case, be submitted prior to the adoption of the Sub-subsidiary's

financial statements. This settlement shall be taken into account in the Sub-subsiary's financial statements.

#### Section 4

- (1) This Agreement shall apply with effect from 1 January 2011 and supersede the previous agreement of 23/24 November 1987 (including the addendum of 28 September 2009) already concluded for a fixed term of five years.
- (2) This Agreement shall be concluded with effect from 1 January 2011 for a fixed term of five further years commencing at the beginning of the financial year for which the profit transfer agreement, as amended herein, is recognized for the first time from a taxation perspective. This Agreement shall be renewed for one further financial year at a time, unless it is terminated by either of the two Parties hereto with six months' notice with effect from the end of any financial year of the Sub-subsiary, however no earlier than with effect from the time when the five-year time limit under section 14 *Körperschaftsteuergesetz* [Corporation Tax Act] is met from a taxation perspective. The right to terminate this Agreement prematurely for good cause shall remain unaffected.
- (3) In any event, notices of termination must be in writing.

#### Section 5

- (1) Amendments and supplements to this Agreement shall only be effective in writing.
- (2) If any individual stipulations of this Agreement are or become ineffective in law, this shall not affect the validity of the remaining content of this Agreement. The nullified stipulation shall be replaced by a provision reflecting the nullified stipulation as closely as possible.

Augsburg, 28 March 2011

KUKA Aktiengesellschaft

KUKA Laboratories GmbH

The following documents relating to Agenda Item 5 shall, from the day the Annual General Meeting is convened, be available for shareholders to view at the business premises of KUKA Aktiengesellschaft, Zugspitzstrasse 140, 86165 Augsburg and be accessible on the Company's website at [www.kuka-ag.de](http://www.kuka-ag.de):

- Control and Profit-and-Loss Transfer Agreement between KUKA Aktiengesellschaft and KUKA Systems GmbH of 28 March 2011,
- Control and Profit-and-Loss Transfer Agreement between KUKA Aktiengesellschaft and KUKA Roboter GmbH of 28 March 2011,
- Control and Profit-and-Loss Transfer Agreement between KUKA Aktiengesellschaft and KUKA Dienstleistungs GmbH of 28 March 2011,

- Control and Profit-and-Loss Transfer Agreement between KUKA Aktiengesellschaft and KUKA Laboratories GmbH of 28 March 2011,
- the annual financial statements and the management reports, as well as the consolidated financial statements and the group management reports of KUKA Aktiengesellschaft for the 2008, 2009 and 2010 financial years,
- the annual financial statements and the management reports of KUKA Systems GmbH, KUKA Roboter GmbH, KUKA Dienstleistungs GmbH and KUKA Laboratories GmbH (formerly "IWKA PACKAGING GmbH") for the 2008, 2009 and 2010 financial years in each case,
- the joint report of the Executive Board of KUKA Aktiengesellschaft and the Management of KUKA Systems GmbH in accordance with section 293a *AktG* of 1 April 2011,
- the joint report of the Executive Board of KUKA Aktiengesellschaft and the Management of KUKA Roboter GmbH in accordance with section 293a *AktG* of 1 April 2011,
- the joint report of the Executive Board of KUKA Aktiengesellschaft and the Management of KUKA Dienstleistungs GmbH in accordance with section 293a *AktG* of 1 April 2011 March 2011,
- the joint report of the Executive Board of KUKA Aktiengesellschaft and the Management of KUKA Laboratories GmbH in accordance with section 293a *AktG* of 11 April 2011,
- the audit report of the accountancy firm Ernst & Young GmbH of 11 April 2011 relating to the Control and Profit Transfer Agreement between KUKA Aktiengesellschaft and KUKA Laboratories GmbH of 28 March 2011.

These documents shall also be available at the Annual General Meeting on 26 May 2011.

## **6. Resolution on amending the Articles of Association**

The following proposed amendments to the Articles of Association serve the purpose of introducing new electronic means of communication for convening Supervisory Board meetings and passing resolutions of the Supervisory Board, as well as the purpose of supplementing the provision regarding remuneration of the members of the Supervisory Board:

**a) Amendment to section 15, paragraph 1 and paragraph 9 of the Articles of Association**

The Executive Board and the Supervisory Board propose that section 15, paragraph 1 and paragraph 9 of the Articles of Association be reworded as follows:

"Section 15 Supervisory Board Meetings and Resolutions

- 1) Supervisory Board meetings shall be convened by the chairman or, in the event of his absence, his deputy. Such convening may be effected in writing, by telephone, by telefax or by use of any other customary forms of communication (e.g. email). The invitation shall be given in compliance with a notice period of two weeks and shall include all the individual items on the agenda. In urgent cases, this notice period for convening meetings may be shortened.
  
- 9) In exceptional individual cases, resolutions may be passed in writing, by telephone, by telefax or by use of any other customary forms of communication (e.g. email), or individual members of the Supervisory Board may take part in meetings by using customary forms of communication."

**b) Amendment to section 16 of the Articles of Association**

The Executive Board and the Supervisory Board propose that section 16 of the Articles of Association be reworded as follows:

"Section 16 Minutes

Minutes shall be made regarding all meetings of the Supervisory Board and all resolutions passed by the Supervisory Board and shall be signed by the chairman who presided over the respective meeting or over the respective resolution passed. This shall apply correspondingly to meetings of the respective committees of the Supervisory Board."

**c) Amendment to section 17, paragraph 3 and paragraph 4 of the Articles of Association**

The Executive Board and the Supervisory Board propose that section 17, paragraph 3 of the Articles of Association be reworded as follows and a new paragraph 4 be inserted as follows:

"Section 17 Remuneration of the Members of the Supervisory Board

- 3) The members of the Supervisory Board shall be reimbursed for all their reasonable costs and expenses in connection with taking part in

meetings of the Supervisory Board and/or its committees or shall be granted a flat-rate expenses allowance amounting to EUR 450.00.

- 4) Additionally, the Company shall reimburse the Supervisory Board members for any value-added tax applied to their remuneration and to the reimbursement of their costs and expenses."

**7. Election of the auditor of the annual financial statements and the consolidated financial statements for the 2011 financial year, as well as the auditor for an independent review, if applicable, of the condensed financial statements and the interim management report for the first half-year of the 2011 financial year**

The Supervisory Board proposes, on the basis of the Audit Committee's recommendation, to resolve that KPMG AG Wirtschaftsprüfungsgesellschaft, Berlin, be elected as the auditor of the annual financial statements and the consolidated financial statements for the 2011 financial year and for an independent review of the condensed financial statements and the interim management report for the first half-year of the 2011 financial year, if such a review of these statements is conducted.

**II. Report of the Executive Board**

**Report of the Executive Board on Agenda Item 4 in accordance with section 203, paragraph 2, and section 186, paragraph 4, sentence 2 AktG:**

With regard to Agenda Item 4, the Executive Board has, in accordance with section 203, paragraph 2, and section 186, paragraph 4, sentence 2 *AktG*, drawn up a report outlining the reasons for the authorization to exclude shareholder subscription rights. This report shall, from the day the Annual General Meeting is convened, be available for shareholders to view at the Company's premises, as well as on the Internet at [www.kuka-ag.de](http://www.kuka-ag.de). On request, every shareholder shall be sent this report without delay and free of charge. The report shall be announced as follows:

In principle, our shareholders are entitled to a subscription right, if Authorized Capital 2011 is used.

The authorization to exclude subscription rights for fractional amounts serves to produce a feasible subscription ratio with regard to the amount of the respective capital increase. Without the exclusion of subscription rights regarding fractional amounts, the technical execution of the capital increase and the exercising of subscription rights would be seriously impaired, particularly when executing a capital increase in whole amounts. The new shares excluded from shareholder subscription rights as unassigned fractions shall either be sold on the stock market or be disposed of in some other manner in the Company's best interest.

Moreover, this authorization provides that subscription rights may be excluded in the case of certain capital increases made in exchange for contributions in kind. This exclusion serves to enable the acquisition of companies or parts of companies or participating interests in companies or other assets in exchange for the granting of shares. If such acquisition leads to tax savings for the seller through the capital increase made in exchange for contributions in kind, or if the seller is, for other reasons, more interested in acquiring shares in the Company than in a monetary payment, the option provided for here will further strengthen the negotiating position of the Company. In individual cases, it can also be of particular interest for the Company to offer new shares to the seller as consideration. Authorized capital enables the Company to quickly and flexibly take advantage of emerging opportunities in order to acquire, where suitable in individual cases, companies or parts of companies or participating interests in companies or other assets in return for new shares. The authorization requested will, in individual cases, thus enable acquisitions to be optimally financed in exchange for issuing new shares, while strengthening the equity capital base of the Company. Other assets to be acquired may also include liabilities (loans or bonds) of the Company. If such assets are brought into the Company as contributions in kind, this causes the liability to be cancelled and strengthens the equity capital at the same time. Management intends to exercise the option of increasing the capital from authorized capital in exchange for contributions in kind using the authorization to exclude subscription rights only if the value of the new shares and the value of the consideration for the company, parts of the company, participating interests in the company, or other assets to be acquired are in appropriate relation to each other. In principle, the issue price of the new shares to be offered shall, in this respect, be based on the stock market price. This prevents any economic disadvantage for shareholders excluded from subscription rights. In view of all these circumstances, the authorization to exclude subscription rights to the extent outlined is necessary, suitable, appropriate and in the interest of the Company. If Management exercises the authorization granted to it, the Executive Board shall report at the Annual General Meeting following any acquisition made in exchange for issuing new shares in the Company.

By granting authorization to exclude subscription rights in cases where new shares are sold at a price not substantially lower than the current stock market price, it will be possible to simplify the exclusion of subscription rights in accordance with section 203, paragraph 1 and paragraph 2 in conjunction with section 186, paragraph 3, sentence 4 *AktG*. The authorization to exclude subscription rights shall be limited to a maximum amount of 10% of the share capital existing at the time this authorization comes into effect or, if this value is lower, at the time Authorized Capital 2011 is used. Shares sold as a result of, and during the term of, the authorization granted at the Annual General Meeting of 29 April 2010 in accordance with section 71, paragraph 1, no. 8, sentence 5 *AktG* in conjunction with section 186, paragraph 3, sentence 4 *AktG* shall count towards the aforementioned 10% threshold. Furthermore, this 10% threshold shall include shares issued for the purpose of servicing warrant or convertible bonds, participation rights or participating bonds or a combination of these instruments, provided that these instruments were issued as a result of, and during the term of, the

authorization granted at the Annual General Meeting of 29 April 2010 in accordance with the appropriate application of section 186, paragraph 3, sentence 4 *AktG*.

Moreover, this authorization shall also be subject to the condition that the issue price of the new shares must not be substantially lower than the stock market price of the Company shares already quoted on the stock market. This is in the Company's interests and serves to achieve the best possible selling price when issuing the shares. The legally stipulated option in section 186, paragraph 3, sentence 4 *AktG* to exclude subscription rights enables Management to quickly, flexibly and cost-effectively exploit opportunities arising as a result of prevailing stock market conditions. This would optimally strengthen the Company's capital resources in the interest of the Company and all shareholders. By avoiding the time-consuming and cost-intensive handling of subscription rights, the Company will be able to meet its equity requirements quickly when market opportunities arise at short notice. Furthermore, this will also make it possible to acquire new shareholder groups in Germany and abroad. Section 186, paragraph 2 *AktG* allows publication of the subscription price up to the third-last day of the subscription period. However, in light of the frequent volatility on the stock markets, particularly more recently, a market risk spanning several days still exists and may lead to safety margins being deducted when the subscription price is fixed. Moreover, granting a subscription right would jeopardize successful placement with third parties owing to the uncertainty as to whether the subscription right will be exercised, and also owing to the additional expense involved. Finally, if subscription rights were granted, the Company would not be able to react quickly to favorable or unfavorable market conditions owing to the two-week subscription period. Instead, the Company would be exposed to falling share prices during the subscription period, which might lead to the Company acquiring equity capital on more unfavorable terms. The possibility to optimally strengthen the Company's capital resources in the interest of the Company and all shareholders is of particular importance to the Company, since the Company must be able to take advantage of market opportunities in its markets quickly and flexibly, as well as to cover any capital requirements that may arise at very short notice as a result thereof. The selling price, and thus the funds flowing into the Company for the new shares, shall be based on the stock market price of the shares already quoted on the stock market and shall not be substantially lower than the current stock market price, probably not more than 3% lower, and in any event not more than 5% lower than this price. In view of the fact that all shares issued by the Company hitherto have been approved for trading on the regulated market, on the Frankfurt Securities Exchange among others, shareholders interested in retaining their percentage interest when the authorization excluding subscription rights is exercised in accordance with section 186, paragraph 3, sentence 4 *AktG* can, as things currently stand, acquire additional shares of the Company on the stock market without any difficulty.

### **III. Further information relating to the convening of the Annual General Meeting**

#### **Total number of shares and voting rights**

The Company's share capital comprises, at the time the Annual General Meeting is convened, 33,915,431 non-par-value shares. There are no other share classes. Each share confers one vote, resulting in 33,915,431 participating and voting shares.

#### **Prerequisites for attending the Annual General Meeting and exercising voting rights (with record date in accordance with section 123, paragraph 3, sentence 3 AktG and its meaning)**

Shareholders wishing to attend the Annual General Meeting and exercise their voting right must register prior to the General Meeting. In addition, shareholders are required to provide proof of their right to attend the Annual General Meeting or to exercise voting rights. A certificate of share ownership issued in German or English by their custodian bank with reference being made to the start of the 21st day before the Annual General Meeting, Thursday, 5 May 2011, 0:00 hours CEST (so-called "record date") is sufficient.

The registration and proof of share ownership must be in text form and be sent to the Company to the following address and be received no later than the seventh day prior to the General Meeting, i.e. at the latest by Thursday, 19 May 2011, 24:00 hours, CEST:

**KUKA Aktiengesellschaft  
c/o C-HV AG  
Gewerbepark 10  
92289 Ursensollen**

**Fax: +49/(0)9628/92 99 871  
Email: HV@Anmeldestelle.net**

With respect to attendance at the General Meeting and the exercise of voting rights, only those persons shall be deemed shareholders for the Company's purposes who have provided such proof. In this respect, the right to attend and the scope of the voting rights shall be determined exclusively on the basis of the shareholding proven as of the record date. The record date does not involve any lock-up period for the shares. Even if all or some of the shares are sold after the record date, the shares held by the shareholder as of the record date shall be authoritative for attendance and for the scope of the voting rights; i.e. any sale of shares after the record date shall not affect the right to attend or the scope of voting rights. The same shall apply accordingly to new shares or additional shares acquired after the record date. Persons who do not hold any shares yet as of the record date and become shareholders after that date shall not be entitled to attend or vote. Furthermore, the record date is not a relevant date for dividend rights.



Admission tickets to the Annual General Meeting shall be issued to the shareholders after proper receipt of the registration and proof of share ownership. To ensure timely receipt of admission tickets, we kindly ask shareholders to send the registration and proof of share ownership as early as possible.

### **Voting by proxy**

Shareholders may, by appropriately granting power of attorney, also exercise their voting rights at the Annual General Meeting by way of proxy, e.g. through a bank or a shareholders' association. If the shareholder appoints more than one person as a proxy, the Company may reject one or more of these persons. The requirement to register in due time and form and provide proof of share ownership in accordance with the above stipulations shall apply also in the case of voting by proxy.

In principle, any granting of power of attorney, revocation thereof and proof of authorization in relation to the Company must be in text form in accordance with section 134, paragraph 3, sentence 3 *AktG*. For granting power of attorney, shareholders may use the proxy section on the admission ticket form that they will receive after registration, or the proxy form that can be downloaded from the Company's website at [www.kuka-ag.de](http://www.kuka-ag.de). Shareholders shall also have the option of issuing special power of attorney in text form. Until the beginning of voting at the Annual General Meeting, the following address, fax number and email address shall be available for sending proof of authorization as a proxy and for revoking power of attorney:

**KUKA Aktiengesellschaft**  
**c/o C-HV AG**  
**Gewerbepark 10**  
**92289 Ursensollen**

**Fax: +49/(0)9628/92 99 871**  
**Email: [vollmacht@c-hv.com](mailto:vollmacht@c-hv.com)**

The entry and exit desks at the Annual General Meeting shall be available for this purpose on the day of the Annual General Meeting, from 9:00 am, at the Augsburg Trade Fair Center, Schwabenhalle (Hall 1), Messezentrum 5, 86159 Augsburg.

If a bank, a shareholders' association or any other equivalent institution, entity or person in accordance with section 135 *AktG* is appointed as a proxy, the text form requirement for such power of attorney shall apply neither by law nor according to the Company's Articles of Association. According to the law, it shall, in such cases, suffice if the proxy is able to validate its power of attorney. In addition, the power of attorney must be complete and refer only to the exercise of voting rights. Therefore, we advise shareholders wishing to authorize a bank, a shareholders' association or any other equivalent institution, entity or person as a proxy in accordance with section 135 *AktG* to confer with the proxy regarding

the form that the power of attorney should take. In such cases, power of attorney shall be granted only to a specified proxy. According to section 135, paragraph 7 *AktG*, however, the effectiveness of the voting shall not be impaired by any breach of the aforementioned and specified additional requirements stated in section 135 *AktG* for the appointment of a proxy as stated in this section.

We offer our shareholders the possibility of authorizing Company-appointed proxies to exercise their voting rights. The Company has laid down the following provisions for this: The exercise of voting rights by such Company-appointed proxies shall be subject to express instructions given in respect of the specific items on the agenda. Without such express instructions, voting rights shall not be deemed to have been represented. The form for granting power of attorney and issuing instructions that is sent together with the admission ticket can be used for granting power of attorney. Any granting of power of attorney (along with instructions), revocation thereof and proof of authorization in relation to the Company must be in text form. The Company must receive power of attorney for Company-appointed proxies, along with express instructions, at the latest by Tuesday, 24 May 2011, 24:00 hours CEST, sent to the address below:

**KUKA Aktiengesellschaft  
c/o C-HV AG  
Gewerbepark 10  
92289 Ursensollen**

**Fax: +49/(0)9628/92 99 871  
Email: vollmacht@c-hv.com**

The entry and exit desks at the Annual General Meeting shall be available for giving, revoking and altering instructions in relation to any Company-appointed proxy on the day of the Annual General Meeting at the Augsburg Trade Fair Center, Schwabenhalle (Hall 1), Messezentrum 5, 86159 Augsburg.

The offer of the option to authorize Company-appointed proxies to exercise voting rights shall not affect any of the aforementioned possibilities of participation and representation, including attendance in person or participation via another proxy, such as a bank or shareholders' association. All these possibilities shall remain fully open to shareholders.

### **Publication on the Company's website**

Shortly after the convening of the Annual General Meeting, the following information and documents shall be available on the Company's website at [www.kuka-ag.de](http://www.kuka-ag.de) (cf. section 124a *AktG*):

1. the content of the convening notice, including an explanation as to why no resolution has been provided for Agenda Item 1, as well as the total number of shares and voting rights at the time of convening;

2. the documents to be made available to the General Meeting;
3. a form that can be used for voting by proxy.

**Shareholder rights in accordance with section 122, paragraph 2, section 126, paragraph 1, section 127 and section 131, paragraph 1 AktG**

**Addition to the agenda in accordance with section 122, paragraph 2 AktG**

Shareholders whose shares amount in aggregate to EUR 500,000 of the share capital may request that items be included in the agenda and published. A statement of grounds or a proposal for a resolution must be attached to every new item. Any such request must be directed in writing or using electronic means in accordance with section 126a BGB [German Civil Code] to the Executive Board of the Company (KUKA Aktiengesellschaft, Executive Board, reference: "Annual General Meeting", Zugspitzstrasse 140, 86165 Augsburg (email: [hauptversammlung2011@kuka.com](mailto:hauptversammlung2011@kuka.com)) and must be received by the Company at least 30 days prior to the Annual General Meeting, not counting the day of receipt and the day of the Annual General Meeting. The last permissible day of receipt is therefore Monday, 25 April 2011, 24:00 hours CEST. Further details concerning the prerequisites for exercising this right and the limitations of this right can be found on the Company's website at [www.kuka-ag.de](http://www.kuka-ag.de) under "Announcements in accordance with section 121, paragraph 3, sentence 3, no. 3 AktG regarding shareholder rights".

**Motions and nominations by shareholders in accordance with section 126, paragraph 1 and section 127 AktG**

Shareholders may propose motions regarding specific items on the agenda (cf. section 126 AktG). The same applies to nominations for the election of Supervisory Board members or the auditor of the annual financial statements (cf. 127 AktG).

According to section 126, paragraph 1 AktG, shareholder motions, including the name of the shareholder, a statement of grounds for the motion and any statement from the Management shall be made available to the persons entitled to access this information as set forth in section 125, subsections 1 to 3 AktG under the conditions stated therein (this includes, among others, shareholders who demand this), provided that the shareholder has submitted a countermotion to a motion of the Executive Board and/or Supervisory Board on a specific item on the agenda, with a statement of grounds for the countermotion, to the address given below at least 14 days before the Company's Annual General Meeting, not counting the day of receipt. The last permissible day of receipt is therefore Wednesday, 11 May 2011, 24:00 hours CEST. A countermotion does not have to be made available if one of the exclusions under section 126, paragraph 2 AktG applies. Further details concerning the prerequisites for exercising this right and the limitations of this right can be found on the Company's website at [www.kuka-ag.de](http://www.kuka-ag.de) under

"Announcements in accordance with section 121, paragraph 3, sentence 3, no. 3 *AktG* regarding shareholder rights".

The right of each shareholder to propose, during the Annual General Meeting, counter motions regarding the various agenda items even without prior communication to the Company shall remain unaffected. We point out that any counter motions sent to the Company in advance in due time shall be considered at the Annual General Meeting only if they are made orally during the meeting.

A statement of grounds does not need to be provided for nominations made by shareholders in accordance with section 127 *AktG*. Nominations for election shall be made available only if they include the name, the profession exercised and the place of residence of the nominee and, in the case of an election of Supervisory Board members, information on their membership in other supervisory boards prescribed by law (cf. section 127, sentence 3 in conjunction with section 124, paragraph 3 and section 125, paragraph 1, sentence 5 *AktG*). According to section 127, sentence 1 *AktG* in conjunction with section 126, paragraph 2 *AktG*, there are further grounds on which nominations for election do not need to be made available on the Internet. In all other respects, the prerequisites and provisions for making motions available shall correspondingly apply, in particular that Wednesday, 11 May 2011, 24:00 hours CEST, is the last permissible date for the receipt of nominations at the address given below, in order for them to still be made available. Further details concerning the prerequisites for exercising this right and the limitations of this right can be found on the Company's website at [www.kuka-ag.de](http://www.kuka-ag.de) under "Announcements in accordance with section 121, paragraph 3, sentence 3, no. 3 *AktG* regarding shareholder rights".

Any motions (including any statement of grounds) or nominations made by shareholders in accordance with section 126, paragraph 1 and section 127 *AktG* must be sent exclusively to:

**Executive Board  
KUKA Aktiengesellschaft  
Reference "Annual General Meeting"  
Zugspitzstrasse 140  
86072 Augsburg**

**Fax: +49/(0)821/7975393  
Email: [hauptversammlung2011@kuka.com](mailto:hauptversammlung2011@kuka.com)**

Motions and nominations for election that are to be made available (including the name of the shareholder and - in the case of motions - a statement of grounds) shall be made available after their receipt on the Internet at [www.kuka-ag.de](http://www.kuka-ag.de). Any statements from the Management shall also be made available at the above Internet address.

**Right of shareholders to information in accordance with section 131, paragraph 1 AktG**

At the Annual General Meeting, each shareholder and shareholder representative may request from the Executive Board information on the Company's affairs, to the extent that such information is necessary to permit a proper evaluation of the relevant item on the agenda (cf. section 131, paragraph 1 *AktG*). This right to information also extends to information on the Company's legal and business relations with any affiliated company, as well as information on the state of the Group and the companies included in the consolidated financial statements. Requests for information are generally to be made orally at the Annual General Meeting during the discussion.

The information shall comply with the principles of conscientious and accurate accounting. Subject to the prerequisites set forth in section 131, paragraph 3 *AktG*, the Executive Board may refuse to provide information.

Further details concerning the prerequisites for exercising this right and the limitations of this right are included on the Company's website at [www.kuka-ag.de](http://www.kuka-ag.de) under "Announcements in accordance with section 121, paragraph 3, sentence 3, no. 3 *AktG* regarding shareholder rights".

Augsburg, April 2011

KUKA Aktiengesellschaft

The Executive Board