

DMG MORI

AKTIENGESELLSCHAFT

DMG MORI AKTIENGESELLSCHAFT BIELEFELD

ISIN CODE: DE0005878003

SECURITY CODE NUMBER (WKN): 587800

114TH ANNUAL GENERAL MEETING

We would hereby like to invite the Company's shareholders to our 114th Annual General Meeting to be held at 10.00 a.m. on Friday, the 15th of July, 2016, in Hall 1 (Saal 1) of the City Hall of Bielefeld (Stadthalle Bielefeld) in Bielefeld, Willy-Brandt-Platz 1, Germany.

ANNUAL GENERAL MEETING 2016

AT A GLANCE

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- 1. Presentation of the formally adopted annual financial statements of DMG MORI AKTIENGESELLSCHAFT and the approved consolidated financial statements as of 31 December 2015, the management reports for DMG MORI AKTIENGESELLSCHAFT and its group including the explanatory report by the Executive Board on the information required pursuant to §§ 289 (4), 315 (4) of the German Commercial Code (Handelsgesetzbuch or "HGB"), the proposal of the Executive Board on the appropriation of the net retained profit for fiscal year 2015 and the report of the Supervisory Board for fiscal year 2015**

In accordance with § 172 of the German Stock Corporation Act (Aktiengesetz or "AktG"), the Supervisory Board approved the annual financial statements (together with the Executive Board's proposal on the appropriation of the distributable profit) and the consolidated financial statements, as prepared by the Executive Board, on 8 March 2016, thereby formally adopting the annual financial statements. Their adoption by the Annual General Meeting is therefore not necessary. The annual financial statements and management report, the consolidated financial statements and group management report, and the report of the Executive Board regarding the explanations required under the takeover laws have been made available to the Annual General Meeting in due time. In accordance with the AktG a resolution does not need to be adopted.

- 2. Resolution on the appropriation of net retained profit**

The Executive Board and the Supervisory Board propose distributing to the shareholders from the net retained profit as of 31 December 2015 in the amount of € 48,768,691.39 as shown on the annual financial statements of DMG MORI AKTIENGESELLSCHAFT for fiscal year 2015 a partial amount of € 47,290,796.40, which is equal to a dividend of € 0.60 per share entitled to dividends, and to carry forward the remaining net retained profit of € 1,477,894.99. The dividend will be paid on 18 July 2016.

- 3. Resolution on the ratification of acts of the Executive Board**

The Executive Board and the Supervisory Board propose the ratification of actions taken for fiscal year 2015 by the Executive Board members who were in office in fiscal year 2015.

- 4. Resolution on the ratification of acts of the Supervisory Board**

The Executive Board and the Supervisory Board propose the ratification of the actions taken for fiscal year 2015 by the Supervisory Board members who were in office in fiscal year 2015.

- 5. Resolution on the appointment of the auditors**

Upon the recommendation of the Finance and Audit Committee, the Supervisory Board proposes the appointment of KPMG AG Wirtschaftsprüfungsgesellschaft, Berlin, to serve as the Company's auditors of the annual and consolidated financial statements for fiscal year 2016.

6. By-election to the Supervisory Board

Dr. Helmut Rothenberger resigned as a member of the Company's Supervisory Board representing the shareholders with effect as of the end of 30 April 2016 and a successor member will therefore have to be elected for his remaining term on the Supervisory Board in accordance with § 9 para. 2 of the Company's articles of association. The term of his successor will end when the Annual General Meeting deciding on the ratification of actions taken by the Supervisory Board in fiscal year 2017 is closed.

As provided for in § 9 of the Company's articles of association and pursuant to §§ 96 para. 1, 101 para. 1 AktG, § 7 para. 1 sentence 1 no. 1, para. 2 no. 1, 15, 16 of the Co-Determination Act ("MitbestG"), the Company's Supervisory Board is composed of six members to be elected by the Annual General Meeting and six members to be elected by the employees.

Pursuant to § 96 para. 2 AktG, § 25 para. 2 of the Introductory Act of the Stock Corporation Act ("EGAktG"), since 1 January 2016 the requirement of a minimum share of 30 % women and a minimum share of 30 % men must be observed when Supervisory Board members are elected (minimum share requirement). The minimum share requirement must in principle be fulfilled by the Supervisory Board as a whole. The shareholder representatives and the employee representatives on the Supervisory Board have, however, objected to a fulfillment of the requirement by the Supervisory Board as a whole as permitted in § 96 para. 2 sentence 3 AktG. The minimum share must therefore be achieved separately by each side, i.e. by the shareholder representatives and by the employee representatives. Thus, the Supervisory Board will have to be composed of at least two women and at least two men both as regards its shareholder representatives and its employee representatives. There has been no woman representing the shareholders on the Supervisory Board before the election of a successor to Dr. Rothenberger. It is therefore necessary to elect as a successor to Dr. Rothenberger a woman to the Supervisory Board at this Annual General Meeting.

The Supervisory Board proposes that Ms. Irene Bader, Director Corporate Marketing at MORI SEIKI EUROPE AG, residing at Feldafing, be elected as a successor to Dr. Rothenberger as a shareholder representative to the Supervisory Board for the period until the closing of the Annual General Meeting deciding on the ratification of actions taken by the Supervisory Board in fiscal year 2017.

Ms. Irene Bader has already been appointed on an interim basis as a Supervisory Board member by the Local Court Bielefeld until the closing of the Annual General Meeting of the Company upon request by the Executive Board of the Company so that, if she is elected by the Annual General Meeting, Ms. Bader will continue to serve on the Supervisory Board.

Ms. Bader is currently not a member of any other supervisory boards to be formed by law or any similar controlling bodies of commercial enterprises.

With reference to section 5.4.1 para. 4 to 7 of the German Corporate Governance Code, the following declaration is made: The Supervisory Board has ascertained that the proposed candidate will be able to devote the expected amount of time required for her work on the Supervisory Board. In the Supervisory Board's view, Ms. Bader has – besides the employment contract mentioned in the next sentence – no personal or business

relations with DMG MORI AKTIENGESELLSCHAFT, a shareholder holding a material interest in the Company, or any of the corporate bodies of DMG MORI AKTIENGESELLSCHAFT that would have to be disclosed based on this recommendation. Ms. Bader is an employee of MORI SEIKI EUROPE AG, Winterthur, Switzerland, a wholly-owned subsidiary of DMG MORI CO., LTD, which in turn directly and indirectly owns a substantial shareholding in DMG MORI AKTIENGESELLSCHAFT.

The election proposal complies with the objectives of the Supervisory Board regarding its composition.

Ms. Bader's c.v. is available on the internet under www.ag.dmgmori.com/en by following the links "Investor Relations" and "Annual General Meeting".

7. Resolution on the approval of the Domination and Profit Transfer Agreement between DMG MORI GMBH and DMG MORI AKTIENGESELLSCHAFT

DMG MORI GMBH and DMG MORI AKTIENGESELLSCHAFT entered into a domination and profit transfer agreement on 2 June 2016. The shareholders' meeting of DMG MORI GMBH already approved the domination and profit transfer agreement on 2 June 2016. In order to be valid, the domination and profit transfer agreement requires the approval of the Company's General Meeting and must subsequently be registered in the commercial register.

The Executive Board and the Supervisory Board propose that the domination and profit transfer agreement of 2 June 2016 made between DMG MORI AKTIENGESELLSCHAFT as dominated entity and DMG MORI GMBH as dominant entity be approved.

The domination and profit transfer agreement reads as follows (without table of contents and list of schedules):

„DIESER BEHERRSCHUNGS- UND GEWINNABFÜHRUNGSVERTRAG

(der „Vertrag“) wurde am 02. Juni 2016 geschlossen

ZWISCHEN:

- (1) **DMG MORI GMBH**, c/o CMS Hasche Sigle, Schöttlestraße 8, 70597 Stuttgart, eingetragen im Handelsregister des Amtsgerichts Stuttgart unter HRB 750545,

– nachfolgend
„**DMG MORI GMBH**“ –

- (2) **DMG MORI AKTIENGESELLSCHAFT**, Gildemeisterstraße 60, 33689 Bielefeld, eingetragen im Handelsregister des Amtsgerichts Bielefeld unter HRB 7144,

– nachfolgend
„**DMG MORI AG**“ –

Die Parteien zu (1) und (2) werden nachfolgend auch gemeinsam als die „**Parteien**“ und einzeln als eine „**Partei**“ bezeichnet.

DIES VORAUSGESCHICKT, vereinbaren die Parteien was folgt:

**§ 1
Leitung**

- (1) Die **DMG MORI AG** unterstellt die Leitung ihrer Gesellschaft der **DMG MORI GMBH**. Die **DMG MORI GMBH** ist demgemäß berechtigt, dem Vorstand der **DMG MORI AG** hinsichtlich der Leitung der Gesellschaft Weisungen zu erteilen. Der Vorstand der **DMG MORI AG** ist verpflichtet, den Weisungen der **DMG MORI GMBH** Folge zu leisten.

THIS CONTROL AND PROFIT TRANSFER AGREEMENT

(the “**Agreement**”) is entered into as of 2 June 2016

BETWEEN:

- (1) **DMG MORI GMBH**, c/o CMS Hasche Sigle, Schöttlestraße 8, 70597 Stuttgart, entered in the commercial register of Stuttgart Local Court under HRB 750545,

– hereinafter referred to as
“**DMG MORI GMBH**” –

- (2) **DMG MORI AKTIENGESELLSCHAFT**, Gildemeisterstraße 60, 33689 Bielefeld, entered in the commercial register of Bielefeld Local Court under HRB 7144,

– hereinafter referred to as
“**DMG MORI AG**” –

The persons listed in no. (1) and (2) above are also referred to collectively as the “**Parties**” and each as a “**Party**”.

NOW IT IS AGREED as follows:

**§ 1
Control**

- (1) The **DMG MORI AG** subordinates the control of its company to the **DMG MORI GMBH**. Thus, **DMG MORI GMBH** is entitled to give instructions to the management board of **DMG MORI AG** regarding the management of the company. The management board of **DMG MORI AG** shall be obliged to comply with the instructions of **DMG MORI GMBH**.

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| <p>(2) Die Geschäftsführung und die Vertretung der DMG MORI AG obliegen weiterhin dem Vorstand der DMG MORI AG.</p> <p>(3) Die DMG MORI GMBH wird ihr Weisungsrecht nur durch die Mitglieder ihrer Geschäftsleitung ausüben. Weisungen sind in Textform zu erteilen oder, falls sie mündlich erteilt werden, unverzüglich in Textform zu bestätigen.</p> <p>(4) Die DMG MORI GMBH ist nicht berechtigt, der DMG MORI AG die Weisung zu erteilen, diesen Vertrag zu ändern, ihn aufrecht zu erhalten, zu verlängern oder zu beenden.</p> | <p>(2) Management and representation of DMG MORI AG shall continue to be the responsibility of the management board of DMG MORI AG.</p> <p>(3) DMG MORI GMBH shall only exercise its right to give instructions through its directors. Instructions shall be issued in text form (<i>Textform</i>) or, in the event they are issued orally, shall subsequently be confirmed in text form without undue delay.</p> <p>(4) DMG MORI GMBH is not entitled to issue the instruction to the management board of DMG MORI AG to amend, maintain, extend or terminate this Agreement.</p> |
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§ 2

Gewinnabführung

- (1) Die DMG MORI AG verpflichtet sich hiermit, ihren gesamten Gewinn an die DMG MORI GMBH abzuführen. Abzuführen ist – vorbehaltlich der Bildung oder Auflösung von Rücklagen nach Absatz (2) – der gemäß § 301 Aktiengesetz („AktG“) in der jeweils geltenden Fassung zulässige Höchstbetrag.
- (2) Die DMG MORI AG kann mit schriftlicher Zustimmung der DMG MORI GMBH Beträge aus dem Jahresüberschuss insoweit in andere Gewinnrücklagen einstellen, als dies handelsrechtlich zulässig und bei vernünftiger kaufmännischer Beurteilung wirtschaftlich begründet ist. Während der Dauer dieses Vertrags gebildete andere Gewinnrücklagen nach § 272 (3) Handelsgesetzbuch („HGB“) sind auf schriftliches Verlangen der DMG MORI GMBH aufzulösen und zum Ausgleich eines Jahresfehlbetrages zu verwenden oder als Gewinn abzuführen. Sonstige Gewinnrücklagen im Sinne von § 272 (3) HGB oder

§ 2

Transfer of Profit

- (1) DMG MORI AG undertakes to transfer its entire profit to DMG MORI GMBH. Apart from any contribution to and any dissolution of reserves pursuant to para. (2), DMG MORI AG shall transfer the maximum amount permissible under § 301 German Stock Corporation Act (“AktG”, *Aktiengesetz*), as amended from time to time.
- (2) DMG MORI AG may, with written consent of DMG MORI GMBH, allocate parts of its annual profits to other profit reserves if and to the extent permissible under commercial law and as economically justified by sound commercial judgement. Profit reserves pursuant to § 272 (3) of the German Commercial Code (“HGB”, *Handelsgesetzbuch*) which have been created during the term of this Agreement shall be liquidated upon written request of DMG MORI GMBH and used to compensate any loss for the financial year or be transferred as profit. Further profit reserves pursuant to § 272 (3) HGB or capital reserves

Kapitalrücklagen im Sinne von § 272 (1) Nr. 1 bis 4 HGB (gleichgültig, ob diese vor oder während der Dauer dieses Vertrags gebildet wurden) oder ein Gewinnvortrag, der aus der Zeit vor Beginn dieses Vertrags stammt, dürfen weder als Gewinn abgeführt noch zum Ausgleich eines Jahresfehlbetrags verwendet werden.

- (3) Die Verpflichtung zur Gewinnabführung besteht erstmals für den gesamten Gewinn des am 1. Januar 2016 beginnenden Geschäftsjahrs der DMG MORI AG oder des späteren Geschäftsjahrs der DMG MORI AG, in dem dieser Vertrag nach § 6 (2) wirksam wird. Die Verpflichtung nach Satz 1 wird jeweils am Ende eines Geschäftsjahrs der DMG MORI AG fällig und ist ab diesem Zeitpunkt mit einem Zinssatz von 3 % p. a. zu verzinsen.

§ 3

Verlustübernahme

- (1) Die DMG MORI GMBH ist gemäß den Vorschriften des § 302 AktG in ihrer jeweils geltenden Fassung zur Verlustübernahme verpflichtet.
- (2) Die Verpflichtung zur Verlustübernahme besteht erstmals für das Geschäftsjahr, in dem dieser Vertrag nach § 6 (2) wirksam wird. § 2 (3) Satz 2 gilt für die Verpflichtung zur Verlustübernahme entsprechend.

§ 4

Ausgleich

- (1) Die DMG MORI GMBH verpflichtet sich, den außenstehenden Aktionären der DMG MORI AG ab dem Geschäftsjahr der DMG MORI AG, für das der Anspruch auf Gewinn-

pursuant to § 272 (1) No. 1 to 4 HGB (regardless whether they have been accrued before or during the term of this agreement) and profits carried forward from the period prior to the term of this Agreement may neither be transferred as profit nor be used to compensate any loss for the financial year.

- (3) The obligation to transfer the annual profit applies for the first time to the entire profit generated in the financial year of DMG MORI AG beginning on 1 January 2016 or for whichever subsequent financial year in which this Agreement becomes effective according to § 6 (2). The obligation according to sentence 1 becomes due upon the end of the financial year of the DMG MORI AG and shall bear interest from this point on at an interest rate of 3 % p. a.

§ 3

Assumption of Losses

- (1) In accordance with the provisions of § 302 AktG as amended from time to time, DMG MORI GMBH is obliged to assume any losses.
- (2) The obligation to assume any losses applies for the first time to the financial year in which this Agreement becomes effective according to § 6 (2) of this Agreement. § 2 (3) sentence 2 applies accordingly to the obligation to assume any losses.

§ 4

Recurring Compensation

- (1) The DMG MORI GMBH undertakes to pay to the outside shareholders of DMG MORI AG a recurring annual cash compensation (“**Recurring Compensation**”, *Ausgleich*) from

abführung der DMG MORI GMBH gemäß § 2 wirksam wird, für die Dauer dieses Vertrags als angemessenen Ausgleich eine jährliche Geldleistung („Ausgleich“) zu zahlen.

- (2) Die Ausgleichszahlung beträgt für jedes volle Geschäftsjahr (12 Monate) der DMG MORI AG für jede DMG MORI AG-Aktie brutto EUR 1,17, abzüglich eines etwaigen Betrages für Körperschaftsteuer und Solidaritätszuschlag nach dem jeweils für diese Steuern für das jeweilige Geschäftsjahr geltenden Steuersatz, wobei dieser Abzug nur auf den Teilbetrag des Ausgleichs in Höhe von EUR 0,88 je DMG MORI AG-Aktie vorzunehmen ist, der sich auf die mit deutscher Körperschaftsteuer belasteten Gewinne bezieht.

Nach den Verhältnissen zum Zeitpunkt des Abschlusses dieses Vertrags gelangen auf den anteiligen Ausgleich von EUR 0,88 je DMG MORI AG-Aktie, der sich auf die mit deutscher Körperschaftsteuer belasteten Gewinne der DMG MORI AG bezieht, 15 % Körperschaftsteuer zzgl. 5,5 % Solidaritätszuschlag, das sind EUR 0,14, zum Abzug. Zusammen mit dem übrigen anteiligen Ausgleich von EUR 0,29 je DMG MORI AG-Aktie, der sich auf die nicht mit deutscher Körperschaftsteuer belasteten Gewinne bezieht, ergibt sich daraus nach den Verhältnissen zum Zeitpunkt des Abschlusses dieses Vertrags ein Ausgleich in Höhe von insgesamt EUR 1,03 netto je DMG MORI AG-Aktie für ein volles Geschäftsjahr (12 Monate).

Der Ausgleich ist am dritten Bankarbeitstag nach der ordentlichen Hauptversammlung der DMG MORI

and including the financial year of DMG MORI AG in relation to which the claim of DMG MORI GMBH for the transfer of the annual profit under § 2 takes effect, and for the further term of this Agreement.

- (2) The Recurring Compensation Payment amounts for each full financial year (12 months) of DMG MORI AG for each DMG MORI AG-Share to a gross sum (*Bruttobetrag*) of EUR 1.17 minus the amount of any corporate income tax and the solidarity surcharge in accordance with the respective tax rate applicable for these taxes for the relevant financial year, whereby this deduction is to be effected only on the portion of the Recurring Compensation of EUR 0.88 for each DMG MORI AG-Share resulting from profits which are subject to German corporate income tax.

Based on the situation at the time of the conclusion of this Agreement, 15 % corporate income tax plus 5.5 % solidarity surcharge, amounting to EUR 0.88, are deducted from the portion of Recurring Compensation of EUR 0.14 for each DMG MORI AG-Share resulting from profits which are subject to German corporate income tax. Together with the portion of the Recurring Compensation of EUR 0.29 for each DMG MORI AG-Share resulting from profits which are not subject to German corporate income tax, this results in a total Recurring Compensation of EUR 1.03 net per DMG MORI AG-Share for each full financial year (12 months), based on the situation at the time of the conclusion of this Agreement.

The Recurring Compensation is due on the third banking day following the ordinary general share-

AG für das jeweils abgelaufene Geschäftsjahr, jedoch spätestens acht Monate nach Ablauf dieses Geschäftsjahrs fällig.

(3) Der Ausgleich wird erstmals für das gesamte Geschäftsjahr gewährt, für das der Anspruch auf Gewinnabführung der DMG MORI GMBH gemäß § 2 wirksam wird. Sofern der Vertrag während eines Geschäftsjahres der DMG MORI AG endet oder die DMG MORI AG für einen Zeitraum während der Vertragsdauer ein Rumpfgeschäftsjahr bildet, vermindert sich der Ausgleich für das betreffende Geschäftsjahr zeitanteilig.

(4) Falls das Grundkapital der DMG MORI AG aus Gesellschaftsmitteln gegen Ausgabe neuer Aktien erhöht wird, vermindert sich der Ausgleich je DMG MORI AG-Aktie in dem Maße, dass der Gesamtbetrag des Ausgleichs unverändert bleibt. Falls das Grundkapital der DMG MORI AG gegen Bar- und / oder Sacheinlagen erhöht wird, gelten die Rechte aus diesem § 4 auch für die von außenstehenden Aktionären bezogenen Aktien aus einer solchen Kapitalerhöhung. Der Beginn der Berechtigung aus den neuen Aktien gemäß diesem § 4 ergibt sich aus der von der DMG MORI AG bei Ausgabe der neuen Aktien festgesetzten Gewinnanteilsberechtigung.

(5) Falls ein Spruchverfahren nach dem Spruchverfahrensgesetz eingeleitet wird und das Gericht rechtskräftig einen höheren Ausgleich festsetzt, können auch die bereits nach Maßgabe des § 5 abgefundenen Aktionäre eine entsprechende Ergänzung des von ihnen bereits erhaltenen Ausgleichs ver-

holders' meeting of DMG MORI AG for any respective preceding financial year but in any event within eight months following expiration of the relevant financial year.

(3) The Recurring Compensation is granted for the first time for the full financial year of DMG MORI AG for which the claim of DMG MORI GMBH for transfer of profit under § 2 becomes effective. If this Agreement ends during a financial year of DMG MORI AG or if DMG MORI AG establishes an abbreviated financial year (*Rumpfgeschäftsjahr*) for a period during the term of this Agreement, the Recurring Compensation is reduced *pro rata temporis* for the relevant financial year.

(4) If the share capital of DMG MORI AG is increased from the reserves in exchange for the issuance of new shares, the Recurring Compensation for each DMG MORI AG-Share is reduced to such an extent that the total amount of the Recurring Compensation remains unchanged. If the share capital of DMG MORI AG is increased against cash contributions and / or contributions in kind, the rights under this § 4 also apply for the shares subscribed to by outside shareholders in such capital increase. The beginning of each entitlement of the new shares pursuant to this § 4 corresponds to the dividend entitlement set by DMG MORI AG when issuing the new shares.

(5) If an appraisal proceeding (*Spruchverfahren*) according to the German Act on Appraisal Proceedings (*Spruchverfahrensgesetz*) is initiated and the court determines a higher Recurring Compensation by non-appealable decision, the outside shareholders are entitled to demand a corresponding supplement-

langen. Ebenso werden alle übrigen außenstehenden Aktionäre gleichgestellt, wenn sich die DMG MORI GMBH gegenüber einem außenstehenden Aktionär der DMG MORI AG in einem Vergleich zur Abwendung oder Beendigung eines Spruchverfahrens zur Zahlung eines höheren Ausgleichs verpflichtet.

tal payment to the Recurring Compensation even if such shareholders have already been compensated according to § 5. Likewise, all other outside shareholders will be treated equally if DMG MORI GMBH undertakes to pay a higher Recurring Compensation to an outside shareholder of DMG MORI AG in a settlement (*Vergleich*) for the purpose of avoiding or settling judicial appraisal proceedings (*Spruchverfahren*).

§ 5 Abfindung

- (1) Die DMG MORI GMBH verpflichtet sich, auf Verlangen eines jeden außenstehenden Aktionärs der DMG MORI AG dessen DMG MORI AG-Aktien gegen eine Barabfindung in Höhe von EUR 37,35 je DMG MORI AG-Aktie („**Abfindung**“) zu erwerben.
- (2) Die Verpflichtung der DMG MORI GMBH zum Erwerb der DMG MORI AG-Aktien ist befristet. Die Frist endet zwei Monate nach dem Tag, an dem die Eintragung des Bestehens dieses Vertrags im Handelsregister der DMG MORI AG nach § 10 HGB bekannt gemacht worden ist. Eine Verlängerung der Frist nach § 305 (4) Satz 3 AktG wegen eines Antrags auf Bestimmung des Ausgleichs oder der Abfindung durch das in § 2 des Spruchverfahrensgesetzes bestimmte Gericht bleibt unberührt. In diesem Fall endet die Frist zwei Monate nach dem Tag, an dem die Entscheidung über den zuletzt beschiedenen Antrag im Bundesanzeiger bekannt gemacht worden ist.

§ 5 Compensation

- (1) DMG MORI GMBH undertakes upon demand of each outside shareholder of DMG MORI AG to purchase such shareholder's DMG MORI AG-Shares in exchange for a cash compensation in the amount of EUR 37.35 for each DMG MORI AG-Share (“**Compensation**”, *Abfindung*).
- (2) The obligation of DMG MORI GMBH to purchase DMG MORI AG-Shares is limited to a specific period of time. The time limitation period ends two months after the date on which the registration of this Agreement in the commercial register (*Handelsregister*) of DMG MORI AG has been announced pursuant to section 10 HGB. An extension of the time limitation period pursuant to section 305 (4) sentence 3 AktG as a result of a motion for determining the Recurring Compensation or Compensation by the court determined according to § 2 of the German Act on Appraisal Proceedings (*Spruchverfahrensgesetz*) remains unaffected. In this case, the time limitation period ends two months after the date on which the decision on the last motion ruled on has been announced in the Federal Gazette (*Bundesanzeiger*).

- (3) Falls bis zum Ablauf der in § 5 (2) genannten Frist das Grundkapital der DMG MORI AG aus Gesellschaftsmitteln gegen Ausgabe neuer Aktien erhöht wird, vermindert sich ab diesem Zeitpunkt die Abfindung je Aktie in dem Maße, dass der Gesamtbetrag der Abfindung für die zu diesem Zeitpunkt noch nicht abgefundenen Aktien unverändert bleibt. Falls das Grundkapital der DMG MORI AG bis zum Ablauf der in § 5 (2) genannten Frist gegen Bar- oder Sacheinlagen erhöht wird, gelten die Rechte aus diesem § 5 auch für die von außenstehenden Aktionären bezogenen Aktien aus der Kapitalerhöhung.
- (4) Die Übertragung der DMG MORI AG-Aktien gegen Abfindung ist für die außenstehenden Aktionäre der DMG MORI AG kostenfrei.
- (5) Falls ein Spruchverfahren nach dem Spruchverfahrensgesetz eingeleitet wird und das Gericht rechtskräftig eine höhere Abfindung festsetzt, können auch die bereits abgefundenen Aktionäre eine entsprechende Ergänzung der Abfindung verlangen. Ebenso werden alle übrigen außenstehenden Aktionäre gleichgestellt, wenn sich die DMG MORI GMBH gegenüber einem außenstehenden Aktionär der DMG MORI AG in einem Vergleich zur Abwendung oder Beendigung eines Spruchverfahrens zu einer höheren Abfindung verpflichtet.
- (3) If the share capital of DMG MORI AG is increased from the reserves in exchange for the issuance of new shares prior to the expiration of the time limitation period set forth in § 5 (2), the Compensation for each share is reduced from this point in time to such an extent that the total amount of the Compensation for the shares not compensated at this point in time remains unchanged. If the share capital of DMG MORI AG is increased prior to the expiration of the time limitation period set forth in § 5 (2) against cash contributions and / or contributions in kind, the rights under this § 5 also apply for the shares subscribed to by the outside shareholders in such capital increase.
- (4) The transfer of the DMG MORI AG-Shares for Compensation is free of costs for the outside shareholders of DMG MORI AG.
- (5) If an appraisal proceeding (*Spruchverfahren*) according to the German Act on Appraisal Proceedings (*Spruchverfahrensgesetz*) is initiated and the court determines a higher Compensation by non-appealable decision, the outside shareholders are entitled to demand a supplemental payment to the Compensation even if they have already been compensated. Likewise, all other outside shareholders will be treated equally if DMG MORI GMBH undertakes to pay a higher Compensation to an outside shareholder of DMG MORI AG in a settlement (*Vergleich*) for the purpose of avoiding or settling judicial appraisal proceedings (*Spruchverfahren*).

§ 6

**Wirksamwerden, Dauer und
Beendigung des Vertrages**

- (1) Der Vertrag bedarf zu seiner Wirksamkeit der Zustimmung der Hauptversammlung der DMG MORI AG sowie der Zustimmung der Gesellschafterversammlung der DMG MORI GMBH.
- (2) Der Vertrag wird wirksam, wenn sein Bestehen in das Handelsregister der DMG MORI AG eingetragen worden ist.
- (3) Der Vertrag wird auf unbestimmte Zeit geschlossen. Er kann schriftlich mit einer Frist von sechs Monaten zum Ablauf eines Geschäftsjahrs der DMG MORI AG gekündigt werden.

Er kann erstmals zum Ende des Geschäftsjahrs der DMG MORI AG gekündigt werden, das mindestens sechs volle Zeitjahre (72 Monate) nach dem Beginn des 1. Januar 2016 endet, wenn die Verpflichtung der DMG MORI AG zur Gewinnabführung gemäß § 2 für das am 1. Januar 2016 beginnende Geschäftsjahr der DMG MORI AG wirksam wird.

Wird die Verpflichtung der DMG MORI AG zur Gewinnabführung gemäß § 2 erst für den gesamten Gewinn eines späteren Geschäftsjahrs der DMG MORI AG wirksam, kann er erstmals zum Ende des Geschäftsjahrs der DMG MORI AG gekündigt werden, das mindestens fünf volle Zeitjahre (60 Monate) nach dem Beginn dieses späteren Geschäftsjahrs endet.

- (4) Jede Partei kann den Vertrag aus wichtigem Grund ohne Einhaltung einer Kündigungsfrist kündigen. Ein wichtiger Grund liegt insbesondere vor, wenn

§ 6

**Validity, Term and Termination
of the Agreement**

- (1) This Agreement requires for its effectiveness each the consent of the general shareholders' meeting of DMG MORI AG as well as the consent of the general shareholders' meeting of DMG MORI GMBH.
- (2) This Agreement becomes effective upon registration of its existence in the commercial register of DMG MORI AG.
- (3) This Agreement is concluded for an indefinite period of time. It can be terminated in writing with a notice period of six month to the end of the financial year of DMG MORI AG.

This Agreement can be terminated for the first time as of the end of the financial year of DMG MORI AG that ends at least six full years (*Zeitjahre*) (72 months) after the beginning of 1 January 2016, if the obligation of DMG MORI AG to transfer its entire annual profit (*Gewinnabführung*) pursuant to § 2 becomes effective for the financial year of DMG MORI AG beginning 1 January 2016.

If the obligation of DMG MORI AG to transfer its entire annual profit (*Gewinnabführung*) pursuant to § 2 becomes effective for a later financial year of DMG MORI AG, this Agreement can be terminated for the first time as of the end of the financial year of DMG MORI AG that ends at least five full years (*Zeitjahre*) (60 months) after the beginning of such later financial year.

- (4) Each party can terminate this Agreement for good cause (*wichtiger Grund*) without compliance with any notice period. Good cause exists in particular if

- ein wichtiger Grund im steuerlichen Sinne für die Beendigung des Vertrags gegeben ist,
 - der DMG MORI GMBH nicht mehr unmittelbar oder mittelbar die Mehrheit der Stimmrechte aus den DMG MORI AG-Aktien zusteht,
 - die DMG MORI GMBH sich vertraglich verpflichtet hat, Anteile an der DMG MORI AG auf einen Dritten zu übertragen, so dass ihr mit dem bevorstehenden, gegebenenfalls noch von externen Bedingungen abhängigen Vollzug des Vertrags die Mehrheit der Stimmrechte aus den DMG MORI AG-Aktien nicht mehr unmittelbar oder mittelbar zusteht, oder
 - eine Verschmelzung, Spaltung oder Liquidation der DMG MORI GMBH oder der DMG MORI AG durchgeführt wird.
- (5) Die Kündigung muss schriftlich erfolgen.
- good cause for purposes of German tax law for the termination of this Agreement exists,
 - DMG MORI GMBH ceases to directly or indirectly hold the majority of the voting rights from the DMG MORI AG-Shares,
 - DMG MORI GMBH has contractually undertaken an obligation to transfer DMG MORI AG-Shares to a third party in a way that DMG MORI GMBH will cease to directly or indirectly hold the majority of the voting rights from the DMG MORI AG-Shares after the forthcoming settlement of such contract which may be subject to external conditions, or
 - a merger, division or liquidation of DMG MORI GMBH or DMG MORI AG is being implemented.
- (5) Any notice of termination must be in writing.

§ 7

Patronatserklärung

Die DMG MORI CO., LTD. mit Sitz in Yamato-Koriyama, Nara, Japan, („DMG MORI CO“) hat als alleinige Gesellschafterin der DMG MORI GMBH, ohne diesem Vertrag als Vertragspartei beizutreten, die diesem Vertrag informationshalber als Anlage beigefügte Patronatserklärung abgegeben. In dieser Patronatserklärung hat sich die DMG MORI CO uneingeschränkt und unwiderruflich dazu verpflichtet, dafür Sorge zu tragen, dass die DMG MORI GMBH in der Weise finanziell ausgestattet wird, dass die DMG MORI GMBH stets in der Lage ist, alle ihre Verbindlichkeiten aus oder im Zusammenhang mit diesem Vertrag vollständig und fristgemäß zu erfüllen.

§ 7

Comfort Letter

DMG MORI CO., LTD. with seat in Yamato-Koriyama, Nara, Japan, („DMG MORI CO“) as the sole shareholder of DMG MORI GMBH has without joining the Agreement as a party provided the comfort letter attached for information purposes to this Agreement as an Annex. In this comfort letter DMG MORI CO has undertaken without limitation and irrevocably to ensure, that DMG MORI GMBH will be financially equipped in a way that DMG MORI GMBH is at all times able to fulfil all its obligations arising from or in connection with this Agreement completely and in time.

§ 8

Schlussbestimmungen

- (1) Soweit eine Bestimmung dieses Vertrags ganz oder teilweise unwirksam oder undurchführbar ist oder wird, oder der Vertrag eine notwendige Regelung nicht enthält, wird dadurch die Wirksamkeit der übrigen Bestimmungen nicht berührt. Anstelle der unwirksamen oder unanwendbaren Bestimmungen oder zur Ausfüllung einer Regelungslücke gilt eine angemessene Regelung als vereinbart, die im Rahmen des rechtlich Zulässigen dem am nächsten kommt, was die Vertragsparteien gewollt haben oder nach dem Sinn und Zweck dieses Vertrags gewollt hätten, wenn sie die Unwirksamkeit oder die Regelungslücke bedacht hätten.
- (2) Dieser Vertrag unterliegt in seiner Anwendung und Auslegung dem Recht der Bundesrepublik Deutschland.
- (3) Die englische Fassung dieses Vertrags dient lediglich der Information. Sollte die englische Fassung in ihrer Bedeutung von der deutschen Fassung abweichen, ist allein die deutsche Fassung rechtlich maßgebend.

§ 8

Final provisions

- (1) To the extent a provision of this Agreement is or becomes invalid or impracticable in full or in part, or if this Agreement does not contain a necessary provision, the validity of the remaining provisions of this Agreement shall not be affected. In place of the invalid or impracticable provision, or in order to remedy an omission in this Agreement, an appropriate provision shall be deemed to be agreed which corresponds as far as legally permissible to what the Parties intended or would have intended in accordance with the intent and purpose of this Agreement if they had been aware of the invalidity or omission.
- (2) This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany.
- (3) The English version is for information purposes only. If the English legal meaning differs from the German legal meaning of this Agreement and its terms, the German meaning shall prevail.

Dieser Vertrag wurde an dem eingangs genannten Datum geschlossen.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

UNTERSCHRIFTEN

SIGNATURES

DMG MORI GMBH
vertreten durch:

DMG MORI GMBH
represented by:

Name: Tatsuo Kondo
Position: Geschäftsführer /
Managing Director

Name: Dr. James Victor Nudo
Position: Geschäftsführer /
Managing Director

DMG MORI AG
vertreten durch:

DMG MORI AG
represented by:

Name: Christian Thönes
Position: Vorsitzender des Vorstands /
Chairperson of the
Management Board

Name: Björn Biermann
Position: Mitglied des Vorstands /
Member of the Management
Board

Name: Dr. Maurice Eschweiler
Position: Mitglied des Vorstands /
Member of the Management
Board

Anlage:**Patronatserklärung der DMG MORI CO**

Die DMG MORI GMBH, c/o CMS Hasche Sigle, Schöttlestraße 8, 70597 Stuttgart, eingetragen im Handelsregister des Amtsgerichts Stuttgart unter HRB 750545 („DMG MORI GMBH“) beabsichtigt, einen Beherrschungs- und Gewinnabführungsvertrag mit der DMG MORI AKTIENGESELLSCHAFT, Gildemeisterstraße 60, 33689 Bielefeld, eingetragen im Handelsregister des Amtsgerichts Bielefeld unter HRB 7144 („DMG MORI AG“) als abhängigem und gewinnabführendem Unternehmen zu schließen („Vertrag“). Die DMG MORI CO., LTD., eine nach japanischem Recht gegründete und unter diesem tätige Aktiengesellschaft mit Sitz in Yamato-Koriyama, Nara, Japan („DMG MORI CO“), hält unmittelbar 100 % der Anteile an der DMG MORI GMBH und gibt hiermit folgende Erklärungen ab, ohne dabei dem Vertrag beizutreten:

- (1) Die DMG MORI CO verpflichtet sich uneingeschränkt und unwiderruflich dafür Sorge zu tragen, dass die DMG MORI GMBH in der Weise finanziell ausgestattet wird, dass die DMG MORI GMBH stets in der Lage ist, alle ihre Verbindlichkeiten aus oder im Zusammenhang mit dem Vertrag vollständig und fristgemäß zu erfüllen. Dies gilt insbesondere für die Pflicht zum Verlustausgleich nach § 302 AktG. Der DMG MORI AG steht insoweit ein eigener Anspruch, gerichtet auf Zahlung an die DMG MORI GMBH, zu.
- (2) Die DMG MORI CO steht den außenstehenden Aktionären der DMG MORI AG gegenüber uneingeschränkt und unwiderruflich dafür ein, dass die DMG MORI GMBH alle ihnen gegenüber bestehenden Verpflichtungen aus oder im Zusammenhang mit

Schedule:**Comfort Letter of DMG MORI CO**

DMG MORI GMBH, c/o CMS Hasche Sigle, Schöttlestraße 8, 70597 Stuttgart, entered in the commercial register of Stuttgart Local Court under HRB 750545 („DMG MORI GMBH“), intends to enter into a domination and profit and loss transfer agreement (*Beherrschungs- und Gewinnabführungsvertrag*) with DMG MORI AKTIENGESELLSCHAFT, Gildemeisterstraße 60, 33689 Bielefeld, entered in the commercial register of Bielefeld Local Court under HRB 7144 („DMG MORI AG“), as the controlled and profit transferring company („Agreement“). DMG MORI CO., LTD., a stock corporation incorporated and operating under the laws of Japan, with registered office in Yamato-Koriyama, Nara, Japan („DMG MORI CO“), directly holds 100% of the shares in DMG MORI GMBH and hereby makes the following declarations without joining the Agreement as a party:

- (1) DMG MORI CO undertakes without limitation and irrevocably to ensure, that DMG MORI GMBH will be financially equipped in such a way that DMG MORI GMBH is at all times able to fulfil all its obligations arising from or in connection with the Agreement completely when they become due. This applies in particular to the obligation to compensate losses pursuant to section 302 German Stock Corporation Act („AktG“, *Aktiengesetz*). To that extent DMG MORI AG has an own claim directed at payment to DMG MORI GMBH.
- (2) DMG MORI CO undertakes without limitation and irrevocably vis-a-vis the outside shareholders of DMG MORI AG that DMG MORI GMBH fulfils all its obligations towards them arising from or in connection with the Agreement completely and

dem Vertrag, insbesondere zur Zahlung von Ausgleich und Abfindung, vollständig und fristgemäß erfüllt. Insoweit steht den außenstehenden Aktionären der DMG MORI AG ein eigener Anspruch nach § 328 Abs. 1 BGB, gerichtet auf Zahlung an DMG MORI GMBH, zu. Die Haftung der DMG MORI CO gemäß den beiden vorgenannten Sätzen gilt jedoch nur für den Fall, dass DMG MORI GMBH ihre Verpflichtungen gegenüber den außenstehenden Aktionären der DMG MORI AG aus oder im Zusammenhang mit dem Vertrag nicht vollständig und fristgemäß erfüllt und die DMG MORI CO ihrer Ausstattungsverpflichtung nach Ziffer 1 dieser Patronatserklärung nicht nachkommt.

- (3) Diese Patronatserklärung unterliegt dem Recht der Bundesrepublik Deutschland. Die DMG MORI CO unterwirft sich für Streitigkeiten und Ansprüche aus oder im Zusammenhang mit dieser Patronatserklärung der Zuständigkeit der deutschen Gerichte und der örtlichen Zuständigkeit der Gerichte in Stuttgart. Die DMG MORI CO erkennt die Vollstreckbarkeit rechtskräftiger Entscheidungen deutscher Gerichte in diesem Zusammenhang an. Zustellungsbevollmächtigter von DMG MORI CO in Deutschland für die Geltendmachung von Ansprüchen aus oder im Zusammenhang mit dieser Patronatserklärung ist die DMG MORI GMBH, z.H. der Geschäftsführung, c/o CMS Hasche Sigle, Schöttlestraße 8, 70597 Stuttgart.

Bielefeld, den 2. Juni 2016

Masahiko Mori
President
DMG MORI CO., LTD.

in time, in particular with respect to the recurring compensation (*Ausgleich*) and the cash compensation (*Abfindung*). To that extent the outside shareholders of DMG MORI AG have an own claim according to section 328 para. 1 BGB directed at payment to DMG MORI GMBH. DMG MORI CO's liability pursuant to the two preceding sentences does, however, only apply if DMG MORI GMBH does not fulfil its obligations towards the outside shareholders of DMG MORI AG arising from or in connection with the Agreement completely and in time and DMG MORI CO does not comply with its obligation to equip DMG MORI GMBH pursuant to section 1 of this Comfort Letter.

- (3) This Comfort Letter is subject to the laws of the Federal Republic of Germany. DMG MORI CO hereby acknowledges German courts and the courts of Stuttgart to be competent with regard to any disputes and claims under or in connection with this Comfort Letter. In this regard, DMG MORI CO acknowledges the enforceability of final decisions of German courts. DMG MORI GMBH, Att. the Management Board, c/o CMS Hasche Sigle, Schöttlestraße 8, 70597 Stuttgart shall be the agent for services of process (*Zustellungsbevollmächtigte*) in Germany for all proceedings under or in connection with this Comfort Letter.

Bielefeld, June 2, 2016

Masahiko Mori
President
DMG MORI CO., LTD.“

The conclusion of the above domination and profit transfer agreement has been explained in detail in legal and commercial terms in a report jointly made by the Executive Board of DMG MORI AKTIENGESELLSCHAFT and the management of DMG MORI GMBH based on § 293a AktG.

From the date of the notice convening the Annual General Meeting, the following documents will be available for download by following the links “Investor Relations” and „Annual General Meeting“ on the Company’s website at www.ag.dmgmori.com/en:

- the domination and profit transfer agreement of 2 June 2016 between DMG MORI AKTIENGESELLSCHAFT and DMG MORI GMBH (including the comfort letter issued by DMG MORI CO., LTD. under the date of 2 June 2016 attached thereto); the English translation serves solely information purposes;
- the annual financial statements and the consolidated statements of DMG MORI AKTIENGESELLSCHAFT and the management reports for DMG MORI AKTIENGESELLSCHAFT and the group covering fiscal years 2015, 2014 and 2013;
- the annual financial statements of DMG MORI GMBH, established on 29 October 2014, for fiscal years 2015 and 2014; being a small company, DMG MORI GMBH is not required to prepare a management report under § 264 para 1 sentence 4 HGB;
- the report jointly made by the Executive Board of DMG MORI AKTIENGESELLSCHAFT and the management of DMG MORI GMBH under § 293a AktG on the domination and profit transfer agreement (including the expert opinion prepared by PKF Fasselt Schlage Partnerschaft mbB, Duisburg, in particular for the purpose of determining the corporate value of DMG MORI AKTIENGESELLSCHAFT); and
- the audit report required under § 293e AktG, prepared by the auditor of the agreement appointed by the court for both DMG MORI AKTIENGESELLSCHAFT and DMG MORI GMBH, i.e. EBNER STOLZ GMBH & CO. KG Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft, Stuttgart.

Information

From the date of the notice convening the Annual General Meeting, the documents listed under agenda items 1 and 7, all of which can also be viewed on 15 July 2016 at the Annual General Meeting, will be available for download by following the links “Investor Relations” and „Annual General Meeting“ on the Company’s website at www.ag.dmgmori.com/en.

Additional information regarding the notice of the Annual General Meeting

1. Total number of shares and voting rights

At the time of the official notice of the Annual General Meeting, the Company’s registered share capital is divided into 78,817,994 no-par value shares. Each share entitles the holder to one vote. The total number of shares and votes as of the date of convening the Annual General Meeting, therefore, amounts to 78,817,994.

2. Prerequisites for attending the Annual General Meeting and for exercising the voting rights as well as explanation of the Record Date's relevance

Any shareholders who can prove their status as shareholders of the Company at the beginning of the 21st day prior to the Annual General Meeting, i.e. as of **24 June 2016, 12.00 a.m. (00.00 hrs) (Record Date)**, and register for the Annual General Meeting, will be eligible to attend the Annual General Meeting and to cast their vote. Evidence of eligibility is provided in the form of a proof of shareholding issued by the custodian credit institution or financial service provider as of the Record Date. In relation to the Company, only persons who have provided proof of share ownership can participate as shareholders and vote at the meeting. The shareholder's right to participate and the extent of the voting rights are determined solely by the shareholder's shareholdings on the Record Date. The Record Date will not lead to a block of the sale of the shareholding. Even in the event of a full or partial sale of the shareholding after the Record Date, only the shareholding of the shareholder as on the Record Date shall be decisive for the attendance and the extent of the voting rights; i.e. sales of shares after the Record Date do not affect the entitlement to vote or the extent of the voting rights. The same shall apply to purchases or additional purchases of shares after the Record Date. Persons who do not hold any shares on the Record Date and do not become shareholders until after that date are entitled to attend or vote in accordance with their shareholding only if they obtain power of attorney or are granted authorization to exercise these rights by the person who was holding the shares on the Record Date. The Record Date has no impact on any dividend entitlement.

The registration and proof of shareholding must be received at the registration office mentioned below no later than by the end of **8 July 2016 at midnight (24.00 hrs)**. The registration and proof of shareholding must be drafted either in German or English. Proof will suffice if it is in text form, as defined by German law.

Registration office:

DMG MORI AKTIENGESELLSCHAFT
c/o UniCredit Bank AG
CBS51 GM
D-80311 München
Germany
Telefax: +49 (0) 89 5400-2519
E-mail: hauptversammlungen@unicredit.de

After receipt of the registration and proof of shareholding, the registration office will send admission tickets to the shareholders to attend the Annual General Meeting. In order to ensure the timely receipt of the admission tickets, we kindly ask the shareholders – without limiting the rights of shareholders to attend to and vote in the Annual General Meeting – to organize the submission of the registration and proof of shareholding to the Company as soon as possible. The admission tickets serve as organizational aids and are not a requirement to attend to and vote in the Annual General Meeting.

3. Proxy voting procedure

Any shareholders who cannot or do not wish to attend the Annual General Meeting in person may exercise their vote by proxy; such as a credit institution, a shareholders' association or the proxies designated by the Company. In all such cases, timely registration and timely proof of eligibility with respect to the relevant shareholdings are also required. Shareholders will receive the relevant proxy forms together with their admission ticket. The granting of proxy and proof towards the Company shall be made in text form; such power of attorney may be revoked by way of a declaration to the Company in text form or without a form requirement through the personal appearance of the shareholder or person who has issued the power of attorney at the Annual General Meeting. Proof that a power of attorney has been granted can be provided in the form of the person who holds the power of attorney presenting the power of attorney at admission check on the day of the Annual General Meeting. If the power of attorney is granted in the form of a declaration to the Company, it is no longer necessary to provide separate proof of granting the power of attorney.

For granting or revoking a proxy vis-à-vis the Company or for submitting proof of a proxy granted to a voting representative, shareholders may use the following address:

DMG MORI AKTIENGESELLSCHAFT
Legal Department
Dr. Simon Stark
Gildemeisterstrasse 60
D-33689 Bielefeld
Telefax: +49 (0) 5205 74-45 3170

Shareholders or, as the case may be, their proxy may also electronically grant or revoke a proxy vis-à-vis the Company, or transmit proof of a proxy granted to a shareholder representative or a notification of revocation of such proxy, electronically via the following e-mail address:

DMGMORI-HV2016@computershare.de

Special requirements may apply if power of attorney is issued to a credit institution or any association of shareholders or persons covered by § 135 para. 8 of the German Stock Corporation Act (AktG) or another equivalent institute or company. Shareholders are requested in such a case to contact the authorized agent in good time to agree on the form of the power of attorney that agent may require.

The Company offers shareholders who have duly and timely registered, as a special service, the option to grant power of attorney to proxies designated by the Company in advance of the Annual General Meeting. Besides power of attorney shareholders must also provide instructions on how to exercise the voting rights to the proxies designated by the Company. The proxies designated by the Company are obliged to vote in accordance with their instructions. They may not use their own discretion in exercising the shareholders' voting rights.

The power of attorney and instructions must be issued in text form. Forms for granting power of attorney and issuing instructions to the proxies designated by the Company will be attached to every admission ticket. Unless the shareholder is transmitting them

electronically (see below), the shareholder's power of attorney and instructions to the proxies designated by the Company must be received by the Company on or before noon on 14 July 2016 at the address set forth below:

DMG MORI AKTIENGESELLSCHAFT
Legal Department
Dr. Simon Stark
Gildemeisterstrasse 60
D-33689 Bielefeld
Telefax: +49 (0) 5205 74-45 3170

The shareholders may also issue power of attorney and instructions (and any revocation thereof) to the proxies designated by the Company in electronic form (and may do so even during the Annual General Meeting until the end of the general debate) by sending an e-mail to the following address:

DMGMORI-HV2016@computershare.de

Further details regarding the registration and the granting of power of attorney and the forms for granting power of attorney are sent out to the shareholders and can also be downloaded from the Company's website www.ag.dmgmori.com/en by following the links "Investor Relations" and „Annual General Meeting“.

4. Information on the rights of shareholders pursuant to § 122 para. 2, § 126 para. 1, § 127 and § 131 para. 1 AktG

a) Motions for additions to the agenda at the request of a minority of shareholders pursuant to § 122 para. 2 AktG

Shareholders whose combined shares amount to a proportioned ownership of at least € 500,000.00 of the Company's registered share capital, equivalent to 192,308 no-par value shares, may request that items be placed on the agenda and be published. The request must be submitted in writing to the Company's Executive Board and must be received by the Company no later than **midnight (24.00 hrs) on 14 June 2016**. Each new item shall be accompanied by an explanation or a draft proposal. Motions by shareholders to supplement the agenda pursuant to § 122 para. 2 AktG must be forwarded to the Company at the following address, to the attention of the Executive Board:

DMG MORI AKTIENGESELLSCHAFT
Vorstand
– Büro des Vorstandsvorsitzenden –
Gildemeisterstrasse 60
D-33689 Bielefeld

Shareholders submitting such motions must furnish proof that they have held the shares for a period of at least 90 days prior to the date of receipt of the request by the Company and that they will hold the shares until the Executive Board has decided on the request. We hereby expressly alert shareholders that pursuant to § 70 AktG, there are certain options for crediting time towards that period.

Additions to the agenda that have to be announced will be published in the Federal Gazette (Bundesanzeiger) and in such other media that can be assumed to distribute information throughout the entire European Union without undue delay following their receipt by the Company. They will also be made available on the Company's website at www.ag.dmgmori.com/en following the links "Investor Relations" and „Annual General Meeting“ and communicated to the shareholders.

b) Motions and nominations by shareholders pursuant to §§ 126 para. 1 and 127 AktG

The shareholders may submit countermotions to resolutions proposed by the Executive Board and/or the Supervisory Board on certain items on the agenda and may submit proposals for the appointment of the auditors (agenda item 5) or for the Supervisory Board election (agenda item 6). Countermotions must include their grounds. Countermotions and proposals for election must be directed exclusively to the address set forth below. Countermotions or proposals for election sent to any other address will be ignored.

DMG MORI AKTIENGESELLSCHAFT
Legal Department
Dr. Simon Stark
Gildemeisterstrasse 60
D-33689 Bielefeld
Telefax: +49 (0) 5205 74-45 3170
E-Mail: simon.stark@dmgmori.com

Countermotions and proposals for election (nominations) requiring disclosure, received by the Company at the aforementioned address before the end of **30 June 2016 at midnight (24.00 hrs)** (together with proof of the shareholder's eligibility), will be made available immediately on the Company's website www.ag.dmgmori.com/en following the links "Investor Relations" and „Annual General Meeting“, where any statement by management will also be made available after 30 June 2016.

Please note that countermotions and proposals for election that the Company received within this deadline will only be considered at the Annual General Meeting if they are submitted orally during the Annual General Meeting. The right of each shareholder to make countermotions to agenda items or proposals for elections to the by-election to the Supervisory Board and the auditors during the Annual General Meeting without previous submittal to the Company remains unaffected.

c) Shareholders' rights to information pursuant to § 131 para. 1 AktG

The Executive Board is required to furnish each shareholder with information on the Company's affairs upon request, including information on its legal and business relationships with affiliated companies and on the situation of the group and of the affiliated companies included in the group's consolidated financial statements, to the extent that such information serves to help make an informed judgment about the relevant agenda item. Requests for information must be submitted orally at the Annual General Meeting during the course of the general debate.

The Executive Board may refuse to provide information on the grounds set forth in § 131 para. 3 AktG, e.g., to the extent that providing such information is, according to sound business judgment, likely to cause material damage to the Company or an affiliated company (e.g., disclosure of business secrets). Pursuant to the Company's Articles of Association, the Chairman of the Annual General Meeting may set an appropriate time on questions and speeches.

5. Publications on the Company's website

The content of this notice of the Annual General Meeting, including any explanatory comments (if no resolution is adopted with respect to a given item on the agenda), the documents to be made available at the meeting, the total number of shares and voting rights on the date of the official notice of the Annual General Meeting, any requests by shareholders to supplement the agenda subject to prompt disclosure pursuant to § 122 para. 2 AktG, and any further information on the Annual General Meeting, are available on the Company's website at www.ag.dmgmori.com/en following the links "Investor Relations" and „Annual General Meeting“.

After the conclusion of the Annual General Meeting, a recording of the speech given by the Chairman of the Executive Board will be available on the above mentioned website.

Bielefeld, June 2016

DMG MORI AKTIENGESELLSCHAFT
The Executive Board

Please note

The legally binding language for the agenda of and the general information on the Annual General Meeting of DMG MORI AKTIENGESELLSCHAFT on 15 July 2016 is German. Accordingly, only the German version of this invitation constitutes the legally binding document while the English version is a convenience translation only.

Venue:

Bielefeld City Hall, close to main station.

Parking:

Parking for visitors to the Annual General Meeting in Car Park P1 (Car Park Stadthalle) and Car Park P2 (Parkdepot CineStar – underground parking).

Further information / organization:

Legal Department

Mr Dr Simon Stark

Tel.: +49 (0) 5205 74-3170

Fax: +49 (0) 5205 74-45 3170

simon.stark@dmgmori.com

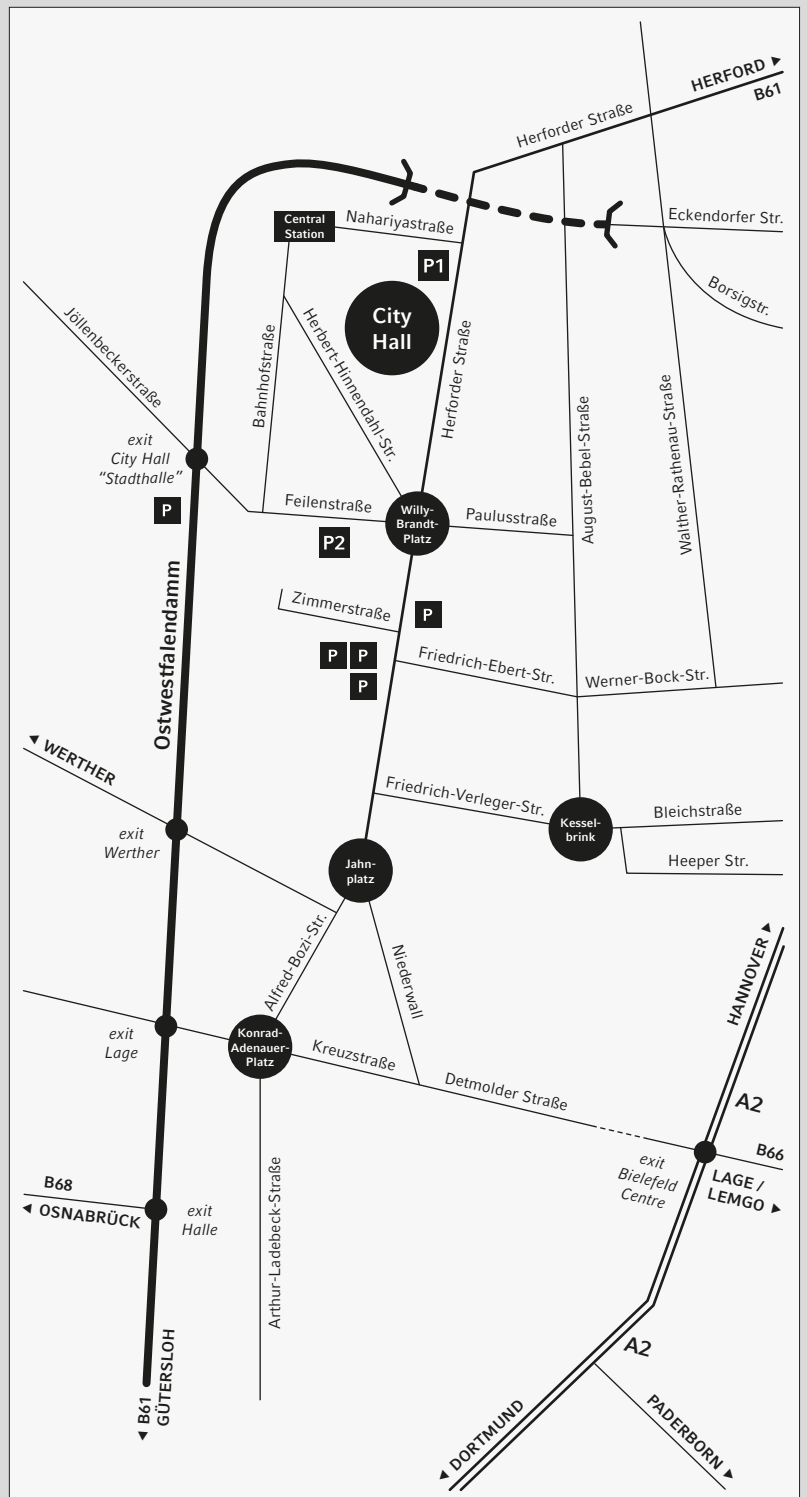
Investor Relations

Mr Frank Ossenschmidt

Tel.: +49 (0) 5205 74-3073

Fax: +49 (0) 5205 74-3273

ir@dmgmori.com



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