



zooplus AG

Munich

ISIN DE0005111702

Invitation to the Ordinary General Meeting

Our shareholders are invited to the

Ordinary General Meeting

to be held on Wednesday, June 5, 2013, at 10 a.m.

in the Convention Center, Rochusberg 6, 80333 Munich.

I.

Agenda

- 1. Presentation of the adopted annual financial statements and the approved consolidated financial statements for fiscal year 2012, the management reports for the Company and the Group, and the report of the Supervisory Board for the above-mentioned fiscal year, as well as the Managing Board's explanatory report relating to the disclosures pursuant to Sections 289 (4), 315 (4) of the German Commercial Code (HGB).**

These documents can be viewed in the offices at the headquarters of zooplus AG, Sonnenstrasse 15, 80331 Munich, and on the Internet at <http://investors.zooplus.com/en/general-assembly.html>. They will also be available for viewing at the Shareholders' General Meeting itself. All shareholders may receive copies on request.

In accordance with statutory provisions, a resolution on this agenda item is not planned, and is not possible because the Supervisory Board has already approved the Company's annual and consolidated financial statements, and the annual financial statements have thereby been adopted. Concerning the other documents mentioned under this agenda item, the law makes provision solely for the information of shareholders through the possibility to view the respective documents, without any resolution on the part of the Shareholders' General Meeting.

- 2. Resolution to discharge the Managing Board for fiscal year 2012**

The Managing and Supervisory boards propose discharging the members of the Managing Board for fiscal year 2012.

- 3. Resolution to discharge the Supervisory Board for fiscal year 2012**

The Managing and Supervisory boards propose discharging the members of the Supervisory Board for fiscal year 2012.

- 4. Election of the auditor for fiscal year 2013**

The Supervisory Board proposes appointing PricewaterhouseCoopers Aktiengesellschaft Wirtschaftsprüfungsgesellschaft, Frankfurt am Main, Munich branch, as auditor for the separate financial statements (HGB) for the fiscal year ending on December 31, 2013, and as auditor for the consolidated financial statements (IFRS) for the fiscal year ending on December 31, 2013.

5. By-election of a Supervisory Board member

Mr. Frank Seehaus has relinquished his Supervisory Board mandate as of the end of the Ordinary General Meeting to which an invitation is hereby made. Pursuant to Section 10 (5) of the articles of incorporation, the by-election of a Supervisory Board member is required for Mr. Seehaus' remaining period of office, in other words, until the end of the Shareholders' General Meeting that passes a resolution concerning the discharge of the Supervisory Board for the 2015 fiscal year.

Pursuant to Section 96 (1) final alternative, 101 (1) of the German Stock Corporation Act (AktG) in combination with Section 10 (1) of the Company's articles of incorporation, the Supervisory Board shall consist of six members to be elected by the Shareholders' General Meeting.

The Supervisory Board proposes that the following individual be elected to the Supervisory Board:

Mr. Thomas Schmitt, President and Chief Executive Officer of AquaTerra Corporation, Mississauga, ON, Canada, resident in Toronto, Canada.

Mr. Thomas Schmitt holds no memberships and positions in other statutory supervisory boards and comparable German and foreign controlling bodies of commercial companies.

With respect to Section 5.4.1 of the German Corporate Governance Code, it is declared that in the Supervisory Board's assessment, the candidate is not in any personal or business relationship with zooplus AG or its Group companies, the boards of zooplus AG, or a shareholder that holds a significant interest in zooplus AG, which would require publication according to this regulation.

The new Supervisory Board member shall be elected to the Supervisory Board with effect as of the end of this Shareholders' General Meeting for the remaining period of office of the Supervisory Board member who is stepping down, Mr. Frank Seehaus, in other words, until the end of the Shareholders' General Meeting which passes a resolution concerning the discharge of the Supervisory Board for the second fiscal year after the start of the period of office. The fiscal year in which the period of office commences shall not be included in this calculation.

The Shareholders' General Meeting is not bound by election proposals.

6. Resolution to approve the conclusion of a profit transfer agreement between zooplus AG, Munich, and BITIBA GmbH, Munich

On April 15, 2013, zooplus AG entered into a profit transfer agreement with BITIBA GmbH, Munich. This profit transfer agreement is intended to establish a fiscal unit for corporation and trade tax purposes between zooplus AG and BITIBA GmbH. For the profit transfer agreement to become effective, it requires approval by the Shareholders' General Meeting of zooplus AG.

The profit transfer agreement is worded as follows:

Profit transfer agreement

between

zooplus AG, which is based in Munich, entered in the commercial register B of the Munich District Court under commercial register sheet number 125080

– hereinafter referred to as the "Dominant Enterprise" –

and

BITIBA GmbH, which is based in Munich, entered in the commercial register B of the Munich District Court under commercial register sheet number 177246

– hereinafter referred to as the "Subsidiary Company" –

Preliminary remark

1. *The Dominant Enterprise is the sole shareholder of the Subsidiary Company.*
2. *The Parties intend to conclude a profit transfer agreement between the Dominant Enterprise and the Subsidiary Company in order to establish a fiscal unit relationship in the meaning of Sections 14, 17 of the German Corporation Tax Act (KStG) and Section 2 (2) Clause 2 of the German Trade Tax Act (GewStG).*

ON THIS BASIS, the Dominant Enterprise and the Subsidiary Company (hereinafter also referred to individually as the "Party", and together as the "Parties") shall agree the following (hereinafter referred to as the "Agreement"):

§ 1

Profit transfer

1. *The Subsidiary Company shall hereby obligate itself to transfer to the Dominant Enterprise its entire earnings in the meaning of the correspondingly applicable regulations of Section 301 of the German Stock Corporation Act (AktG) in its respective valid version. The profit to be transferred must not exceed the amount arising from Section 301 of the German Stock Corporation Act (AktG) in its respective valid version.*
2. *With the Dominant Enterprise's consent, the Subsidiary Company can transfer amounts from the net income from the year to other revenue reserves (Section 272 (3) Clause 2 Alternative 2 of the German Commercial Code [HGB]) to the extent permitted by German commercial law and deemed commercially reasonable. Revenue reserves formed during the duration of this Agreement are to be released at the demand of the Dominant Enterprise, and utilized to offset an annual net loss, or to be transferred as earnings.*
3. *The transfer of amounts arising from the release of revenue reserves that are formed before the start of this Agreement is excluded.*
4. *The transfer of income from the release of capital reserves is excluded.*

5. *All entitlements to profit transfers shall arise as of the end of the balance sheet date of the annual financial statements of the Dominant Enterprise, and shall fall due as of this date. Profit transfers shall carry 5% per annum interest from this date.*

§ 2

Loss adoption

1. *For loss adoptions, the regulations of Section 302 of the German Stock Corporation Act (AktG) in its respective valid version shall apply correspondingly.*
2. *Section 1 Figure 5 shall be applicable correspondingly for the Dominant Enterprise's entitlement to loss adoption.*

§ 3

Discount payments

1. *The Dominant Enterprise shall be entitled to demand during the course of the year discount payments on the earnings to be prospectively transferred to the extent that this is legally permissible, and the Subsidiary Company's liquidity permits such discount payments on a reasonable commercial basis.*
2. *The Subsidiary Company can demand during the course of the year discount payments for the annual net loss that prospectively needs to be offset, to the extent that this is legally permissible, and the Subsidiary Company requires such discount payments with regard to its liquidity on the basis of reasonable commercial judgment.*
3. *Discount payments pursuant to Section 3 Figure 1 and Section 3 Figure 2 shall not carry interest. Discount payments rendered during the course of the year shall be offset from the annual profit to be transferred or the annual loss to be offset at the end of the fiscal year. Any excess payments shall be reimbursed. All further regulations of this Agreement shall be hereby unaffected.*

§ 4

Coming into force and duration

1. *This Agreement shall be concluded subject to the notarially recorded consent of the Subsidiary Company's shareholder meeting and the Dominant Enterprise's Shareholders' General Meeting.*
2. *This Agreement shall become effective when it is entered in the commercial register at the Subsidiary Company's domicile, and shall be valid for the first time for the fiscal year that commences on January 1, 2013 and ends on December 31, 2013. If such entry in the commercial register has not occurred by December 31, 2013, this Agreement shall then be effective in tax law terms as of the earliest permissible retroactive date.*
3. *This Agreement can be cancelled with a six-month notice period as of the fiscal year-end, although for the first time after the end of five years as of the end of December 31, 2017. If the minimum duration required by tax law for the fiscal unit for corporation tax purposes established by this Agreement has not yet been fulfilled, the first regular cancellation shall be possible for the first time as of the end of the minimum period under tax law (Section 14 [1] Clause 1 Number 3 in*

combination with Section 17 Clause 1 of the German Corporation Tax Act [KStG]). If the Agreement is not cancelled, it shall be extended in each case by one fiscal year given the same notice period.

4. The right to cancellation for a significant reason without complying with a notice period shall be hereby unaffected. In particular, the Dominant Enterprise shall be entitled to cancel for a justifiable reason if an instance of Section 307 of the German Stock Corporation Act (AktG) exists analogously, a majority of the voting rights arising from the Subsidiary Company's shares is no longer attributable to it, the tax preconditions for the financial integration of the Subsidiary Company into the Dominant Enterprise no longer exist, or another significant reason exists in the meaning of Section 60 (6) of the 2004 German Corporation Tax Guidelines (KStR) or a corresponding regulation.
5. If the Agreement ends, the Dominant Enterprise must provide collateral to the Subsidiary Company's creditors analogously to Section 303 of the German Stock Corporation Act (AktG).

§ 5 Other

1. This agreement shall represent the entire agreement between the Parties relating to the purpose of the Agreement, and shall replace all previous verbal or written negotiations, obligations or agreements between the Parties.
2. The reference to the statutory regulations shall be to the regulation in the respective valid version.
3. Sections 14 and 17 of the German Corporation Tax Act (KStG) in their respective valid version shall be taken into account when interpreting individual provisions of this Agreement.
4. Amendments or supplements to this Agreement, as well as statements to be issued after this Agreement, shall require written form to be effective, to the extent that no other notary record is prescribed. This shall also apply for an amendment to this Section 5 Figure 4 itself.
5. In the instance that individual provisions of this Agreement shall be or become ineffective or unrealizable, whether partially or wholly, or in the instance that this Agreement contains loopholes, the efficacy of the remaining provisions of this Agreement shall be hereby unaffected. In order to replace the ineffective, unrealizable or missing provision, an effective and realizable provision shall be agreed between the Parties with retroactive effect that the Parties would have agreed taking into account the economic and financial purposes of this Agreement if they had been aware of the ineffectiveness, unrealizability or lack of the respective provision when concluding this Agreement. The Party shall be obligated to confirm such a provision in the intended form, although at least in written form.

Munich, April 15, 2013

zooplus AG

BITIBA GmbH

From the convening of the Shareholders' General Meeting on, the following documents shall be available for viewing by shareholders in the business premises located at the registered office of zooplus AG, Sonnenstrasse 15, 80331 Munich, as well as in the business premises located at the registered office of BITIBA GmbH, Herzog-Wilhelm-Str. 12, 80331 Munich, and shall be available from this date on the Internet at <http://investors.zooplus.com/en/general-assembly.html>:

- the profit transfer agreement between zooplus AG and BITIBA GmbH dated April 15, 2013,
- the joint report issued pursuant to Section 293a of the German Stock Corporation Act (AktG) by the Managing Board of zooplus AG and the management of BITIBA GmbH,
- the adopted separate annual financial statements of zooplus AG and the approved consolidated financial statements and management reports for zooplus AG and the Group for the fiscal years 2010, 2011 2012, and
- the adopted separate annual financial statements of BITIBA GmbH for the fiscal years 2010, 2011 and 2012; pursuant to statutory regulations, BITIBA GmbH has prepared no management reports for the last three fiscal years. To this extent, no management reports are available for BITIBA GmbH.

All shareholders can be sent copies of these documents immediately and free of charge on request. These documents will also be available for viewing by shareholders at the Shareholders' General Meeting.

The Managing and Supervisory boards propose that the profit transfer agreement between zooplus AG and BITIBA GmbH dated April 15, 2013 be approved.

II.

Preconditions for participation and the exercise of voting rights, record date pursuant to Section 123 (3) Clause 3 of the German Stock Corporation Act (AktG), and its significance

Pursuant to the Company's articles of incorporation, only those shareholders are entitled to participate in the Shareholders' General Meeting, to bring motions, and to exercise voting rights who register with the Company by presenting proof of their shareholdings as prepared by a depository institution in German or English at the following address:

zooplus AG
c/o Computershare Operations Center
80249 Munich
or
Fax: +49 (0) 89 30903-74675
or
E-mail: anmeldestelle@computershare.de

Proof of shareholder status must relate to the start of May 15, 2013 (00:00 hours Central European Time) ("**record date**"), and must arrive at the Company at the latest by the end of May 29, 2013, (24:00 hours Central European Time). Special proof of entitlement prepared by the custodian bank in German or English shall suffice as proof of shareholding. Pursuant to the Company's articles of incorporation, it is entitled to demand appropriate further proof where doubts exist concerning the correctness or genuineness of the proof. The Company can reject the shareholder if this proof is not rendered, or not rendered in appropriate form.

The record date is the decisive date for the scope and exercise of participation and exercise rights at the Shareholders' General Meeting. As far as the relationship to the Company is concerned, participation at the Shareholders' General Meeting and the exercising of voting rights is applicable only for shareholders who have rendered proof of their shareholdings as of the record date. Changes to shareholdings following the record have no significance in this context. Shareholders who have not acquired their shares until after the record date cannot participate in the Shareholders' General Meeting as a consequence. Shareholders who have registered properly, and have rendered proof of shareholdings, are also entitled to participate in the Shareholders' General Meeting, and to exercise their voting rights, if they have sold their shares after the record date. The record date has no effects on the ability to sell the shares, and has no significance for dividend-entitlement.

III.

Proxy authorization; procedures for proxy voting

Shareholders who are unable, or unwilling, to personally attend the Shareholders' General Meeting may be represented when exercising their rights, in particular, their voting rights, by a proxy, for instance, a bank, a shareholder association, or another person of their choice. If shareholders authorize more than one person, the Company is entitled to reject one or more of these. If shareholders authorize more than one person, the Company is entitled to reject one or more of these.

The issuing of authorizations, their revocation, and the proof of proxy status to the Company require textual form.

Banks and persons such as shareholder associations that are equivalent to these pursuant to Section 135 (8) of the German Stock Corporation Act (AktG), or pursuant to Section 135 (10) of the German Stock Corporation Act (AktG) in combination with Section 125 (5) of the German Stock Corporation Act (AktG), may, to the extent that they are themselves authorized, provide for divergent regulations which are to be enquired about from the respective person to be authorized.

A form for issuing proxy authorizations can be found on the rear side of the entry ticket, which is sent to shareholders once registration has been made in the correct form, and on time, as described above. The form for issuing proxy authorizations can also be downloaded from the Company's website at <http://investors.zooplus.com/en/general-assembly.html>, and can also be requested at the following contact details at the Company:

zooplus AG
c/o Computershare Operations Center

80249 Munich
or
Fax: +49 (0) 89 30903-74675
or
E-mail: zooplus-hv2013@computershare.de

The authorization can be given to the proxy, or given, respectively proved, to the Company; if authorization or proof is given to the Company, we request that it be sent on time to one of the aforementioned contact options.

Representation by the Company proxies

Besides this, zooplus AG also offers shareholders the opportunity to be represented by the company's proxies, who are bound to follow shareholders' instructions. If the proxies nominated by the Company are authorized, they must be issued with instructions for the exercise of voting rights in all cases. Authorizations are not valid without such instructions. The proxies are obligated to vote in accordance with the instructions that have been issued to them.

The Company proxies must be authorized and instructed in textual form. Proxy authorizations and instructions for the company proxies can be issued using the respective proxy authorization and instruction forms, which shareholders receive on proper registration. These documents can also be downloaded from the Company's website at <http://investors.zooplus.com/en/general-assembly.html>, and can also be requested from the Company's contact options as detailed in this section.

zooplus AG
c/o Computershare Operations Center
80249 Munich
or
Fax: +49 (0) 89 30903-74675
or
E-mail: zooplus-hv2013@computershare.de

The completed proxy authorization and instruction form can also be sent to the aforementioned contacts. We kindly request that shareholders send the completed proxy authorization and instruction form to the Company in good time.

IV.

Shareholders' rights

In advance of, and at, the Shareholders' General Meeting, shareholders are entitled to the following rights, among others, pursuant to Section 122 (2), Section 126 (1), Section 127 and Section 131 (1) of the German Stock Corporation Act (AktG). Further remarks on this topic can be found on the Internet at <http://investors.zooplus.com/en/general-assembly.html>.

1. Request for an addition to the agenda

Shareholders whose interests together reach a one twentieth part of the share capital, or the proportional amount of EUR 500,000 of the share capital (corresponding to 500,000 shares), can demand pursuant to Section 122 (2) of the German Stock Corporation Act (AktG) that items are included on the agenda, and announced. A justification or proposed resolution must be included with each new item.

The request is to be submitted in written form to the Company at the following address:

zooplus AG
- Der Vorstand -
Sonnenstrasse 15
80331 Munich

The request must be submitted to the Company at the latest by the end of May 5, 2013 (24:00 hours Central European Time).

Additions to the agenda requiring announcement will be announced in the Federal Gazette (Bundesanzeiger) after receipt of the request, and forwarded to such media for publication where it can be assumed that they distribute the information within the whole of the European Union. These additions will also be made available to other shareholders on the Company's website at <http://investors.zooplus.com/en/general-assembly.html>.

2. Counterproposals and election proposals

All shareholders enjoy the right to submit counterproposals to the resolutions proposed by the Management Board and/or Supervisory Board relating to certain agenda items pursuant to Sections 126 (1), 127 of the German Stock Corporation Act (AktG), and to submit election proposals pursuant to Section 127 of the German Stock Corporation Act (AktG). Counterproposals must include a justification; election proposals do not require justification.

Counterproposals and election proposals are to be submitted exclusively to one of the following contact options:

zooplus AG
Sonnenstrasse 15,
80331 Munich
or
Fax: +49 (0) 89 95006-503
or
E-mail: kontakt@zooplus.de

Motions or election proposals submitted to other addresses will not be considered.

Counterproposals and election proposals, including the shareholder's name and justification, that have been received on time, in other words, at the latest by the end of

May 21, 2013 (24:00 hours Central European Time), at one of the aforementioned contact options, must be published immediately on the Internet at <http://investors.zooplus.com/en/general-assembly.html> to the extent that they are to be made accessible to the other shareholders. Any opinions on the part of the Company's administration will also be published at this Internet address.

The Company may refrain from the publication of counterproposals and their justifications under the preconditions set out in Section 126 (2) of the German Stock Corporation Act (AktG). For example, the justification of a counterproposal does not require publication if it amounts to a total of more than 5,000 characters.

It should be noted that counterproposals and election proposals will only receive attention at the Shareholders' General Meeting if they are submitted and disseminated at the Shareholders' General Meeting, even if they have been previously communicated to the Company on time. Hereby unaffected is the right of all shareholders to submit counterproposals to various agenda items during the Shareholders' General Meeting, or to submit election proposals, without prior communication to the Company.

3. Entitlement to information

Pursuant to Section 131 (1) of the German Stock Corporation Act (AktG), all shareholders are entitled to require that the Shareholders' General Meeting be provided with information by the Management Board about Company issues, the Company's legal and business relationships with associated companies, the Group's position, and the companies included in the consolidated financial statements, to the extent that such information is requisite for the proper assessment of an agenda item. The Management Board can refrain from responding to individual questions for the reasons as set out in Section 131 (3) of the German Stock Corporation Act (AktG) (e.g. non-disclosure of confidential business information).

V.

Total number of shares and voting rights on the date of the convening of the Shareholders' General Meeting

The Company's share capital amounted to EUR 6,100,639.00 as of the date when the Shareholders' General Meeting is convened. This share capital is split into 6,100,639 ordinary shares with a total of 6,100,639 voting rights. The company held no treasury shares on the date on which the Shareholders' General Meeting is convened.

VI.

Publications on the website

The convening document for the Shareholders' General Meeting, the documents to be made accessible as part of the Shareholders' General Meeting, the total number of shares and voting rights as of the date when the meeting is convened, the forms that can be used for issuing proxy authorizations for the Shareholders' General Meeting, any counterproposals, election proposals and supplementary requests made by shareholders, and which require announcement, more extensive comments relating to the aforementioned shareholder rights pursuant to Sections 122 (2), 126 (1), 127, and 131 (1) of the German Stock Corporation Act (AktG), and further information, can be downloaded from the Company's website at <http://investors.zooplus.com/en/general-assembly.html>. The voting results will also be published on this website after the Shareholders' General Meeting.

Munich, April 2013

zooplus AG

The Management Board