

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): April 13, 2023 (April 12, 2023)

GUESS?, INC.

(Exact name of registrant as specified in its charter)

1-11893
(Commission File Number)

Delaware
(State or other jurisdiction of
incorporation)

95-3679695
(IRS Employer Identification No.)

Strada Regina 44, Bioggio, Switzerland CH-6934
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **+41 91 809 5000**

Not applicable

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<u>Title of each class</u>	<u>Trading symbol(s)</u>	<u>Name of each exchange on which registered</u>
Common Stock, par value \$0.01 per share	GES	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

On April 12, 2023, Guess?, Inc. (the “Company”) and certain of its subsidiaries amended (such amendment, “Amendment No. 1”) their amended and restated senior secured asset-based revolving credit facility with Bank of America, N.A., as agent and a lender and the other lenders party thereto to permit, among other things, the exchange and subscription offering and certain transactions related thereto referred to in Item 8.01 below.

In addition, each of Mr. Paul Marciano and Mr. Maurice Marciano (collectively, the “Marcianos”) entered into a voting agreement (each, a “Voting Agreement”) with the Company. Because repurchases by the Company of shares of its common stock in connection with the exchange and subscription offering referred to in Item 8.01 below have the effect of increasing by 1.79% (the “Increased Percentage”) the relative portion of the voting power of the Company represented by the aggregate amount of shares of the Company which each of the Marcianos has the power to vote as of the date of the Voting Agreements (the “Existing Shares”), the Voting Agreements collectively provide, with respect to stockholder actions having record dates after April 12, 2023, for a portion of the Existing Shares equal to the Increased Percentage to be voted in accordance with the votes of all of the stockholders of the Company other than the Marcianos. As a result of the Voting Agreements, the aggregate voting percentage that may be voted at the discretion of the Marcianos immediately before and immediately after the stock repurchases will be the same.

The foregoing descriptions of Amendment No. 1 and each Voting Agreement do not purport to be complete and are qualified in their entirety by reference to Amendment No. 1 and the Voting Agreements, respectively, filed as Exhibit 10.1, 10.2 and 10.3 hereto, respectively, and which are incorporated herein by reference.

Item 8.01 Other Events.

On April 13, 2023, the Company issued a press release relating to an exchange and subscription offering, whereby the Company offered to a limited number of holders of its 2.00% convertible senior notes due 2024 (the “Existing Convertible Notes”) and certain other investors (in each case pursuant to exemptions from registration under the Securities Act of 1933, as amended (the “Securities Act”), to (i) exchange \$184,856,000 aggregate principal amount of such holders’ Existing Convertible Notes for \$161,400,000 aggregate principal amount of 3.75% convertible senior notes due 2028 (the “New Convertible Notes”) and cash, representing accrued and unpaid interest and other consideration on the Existing Convertible Notes and (ii) issue and sell to such holders \$113,600,000 aggregate principal amount of the New Convertible Notes. In connection with the exchange and subscription offering, the Company also engaged in share repurchase transactions, whereby the Company agreed to repurchase 2,237,872 of its outstanding shares of common stock, \$0.01 par value per share, for cash, at a price per share of \$19.00. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated by reference into this Item 8.01.

Neither this Current Report on Form 8-K nor the press release constitutes an offer to sell, or the solicitation of an offer to buy, the New Convertible Notes or the Company’s common stock, if any, issuable upon conversion of the New Convertible Notes.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	<u>Amendment Number One to Amended & Restated Loan, Guaranty and Security Agreement, dated as of December 20, 2022, by and among Guess?, Inc., Guess? Retail, Inc., Guess.com, Inc., Guess? Canada Corporation, the guarantors party thereto, Bank of America, N.A., as agent for the lenders, and each of the lenders party thereto.</u>
10.2	<u>Voting Agreement, dated April 12, 2023, among Guess?, Inc., Paul Marciano and the Paul Marciano Trust.</u>
10.3	<u>Voting Agreement, dated April 12, 2023, among Guess?, Inc., Maurice Marciano and the Maurice Marciano Trust.</u>
99.1	<u>Press Release, dated April 13, 2023.</u>
104	Cover Page Interactive Data File – the cover page XBRL tags are embedded within the Inline XBRL document

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, Guess?, Inc. has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: April 13, 2023

GUESS?, INC.

By: /s/ Dennis Secor

Dennis Secor

Interim Chief Financial Officer

**AMENDMENT NUMBER ONE TO
AMENDED AND RESTATED LOAN, GUARANTY AND SECURITY AGREEMENT**

This **AMENDMENT NUMBER ONE TO AMENDED AND RESTATED LOAN, GUARANTY AND SECURITY AGREEMENT** (this "Amendment"), dated as of April 12, 2023, is entered into by and among **GUESS ?, INC.**, a Delaware corporation ("Parent"), **GUESS? RETAIL, INC.**, a Delaware corporation ("Retail"), **GUESS.COM, INC.**, a Delaware corporation ("Com"); and together with Parent, and Retail, each a "U.S. Borrower" and collectively, the "U.S. Borrowers", **GUESS? CANADA CORPORATION**, a company amalgamated under the laws of the province of Nova Scotia, Canada ("Canadian Borrower"; and together with U.S. Borrowers, each a "Borrower" and collectively, the "Borrowers"), Parent and certain Subsidiaries of Parent party to the Loan Agreement as guarantor (each, a "Guarantor" and collectively, the "Guarantors"), the financial institutions party thereto from time to time as lenders (the "Lenders"), and **BANK OF AMERICA, N.A.**, a national banking association, as agent for the Lenders and solely with respect to the loan servicing requirements of the Canadian Borrowers, Bank of America-Canada Branch (the "Agent").

RECITALS

A. **WHEREAS**, Borrowers, Guarantors, Agent, and Lenders are parties to that certain Amended and Restated Loan, Guaranty and Security Agreement, dated as of December 20, 2022 (the "Existing Loan Agreement", and as such agreement may be amended, restated amended and restated, supplemented, extended or otherwise modified in writing from time to time, including by this Amendment, the "Loan Agreement"); and

B. **WHEREAS**, Borrowers have requested and Agent and Lenders agreed to amend the Loan Agreement in certain respects, pursuant to the terms and subject to the conditions, as set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I
DEFINITIONS; RECITALS**

Section 1.01. Definitions. Initially capitalized terms used but not defined in this Amendment have the respective meanings set forth in the Loan Agreement, as amended hereby.

Section 1.02. Recitals. The Recitals above are incorporated herein as though set forth in full and the Obligors stipulate to the accuracy of each of the Recitals.

**ARTICLE II
AMENDMENTS TO LOAN AGREEMENT**

Section 2.01. New Definitions. The following new definitions are hereby added to Section 1.1 of the Existing Loan Agreement in alphabetical order to read in their entirety as follows:

First A&R Amendment: that certain Amendment Number One to Amended and Restated Loan, Guaranty and Security Agreement dated as of the First A&R Amendment Effective Date by and among Borrowers, Guarantors, Agent and Lenders.

First A&R Amendment Effective Date: April 12, 2023.

Permitted Convertible Note Debt (2019): the Debt and other obligations incurred by Parent on or about April 26, 2019 pursuant to the Permitted Convertible Note Documents (2019) which include (i) the Permitted Convertible Notes (2019) and (ii) any Debt and other obligations under the Hedging Agreements and other agreements, in each case, entered into in connection with the Permitted Convertible Note Debt (2019) and Permitted Convertible Note Documents (2019), and any renewals, extensions or refinancings thereof, as long as each Refinancing Condition is satisfied.

Permitted Convertible Note Documents (2019): that certain indenture, dated as of April 26, 2019, between Parent and U.S. Bank National Association, as trustee providing for the issuance of the Permitted Convertible Notes, together with the Permitted Convertible Notes (2019), Hedging Agreements in connection with the Permitted Convertible Note Debt (2019) and other documents executed or delivered by Parent in connection therewith, in each case, as amended, replaced, supplemented, extended, refinanced or otherwise modified from time to time so long as, in the case of any renewal, extension or refinancing, each Refinancing Condition is satisfied.

Permitted Convertible Notes (2019): convertible notes in the original aggregate principal amount of \$300,000,000 issued on or about April 26, 2019 pursuant to the Permitted Convertible Note Documents (2019), in each case, as amended, replaced, supplemented, extended, refinanced or otherwise modified from time to time so long as, in the case of any renewal, extension or refinancing, each Refinancing Condition is satisfied.

Permitted Share Repurchases (2019): the purchase, redemption or other acquisition or retirement of common Equity Interests of the Parent with the proceeds of the issuance of the Permitted Convertible Note Debt (2019).

Permitted Convertible Note Debt (2023): the Debt and other obligations incurred by Parent around the First A&R Amendment Effective Date pursuant to the Permitted Convertible Note Documents (2023) which include (i) the Permitted Convertible Notes (2023) and (ii) any Debt and other obligations under the Hedging Agreements and other agreements, in each case, entered into in connection with the Permitted Convertible Note Debt (2023) and Permitted Convertible Note Documents (2023), and any renewals, extensions or refinancings thereof, as long as each Refinancing Condition is satisfied.

Permitted Convertible Note Documents (2023): that certain indenture, to be dated around the First A&R Amendment Effective Date, between Parent and U.S. Bank Trust Company National Association, as trustee providing for the issuance of the Permitted Convertible Notes (2023), together with the Permitted Convertible Notes (2023), Hedging Agreements in connection with the Permitted Convertible Note Debt (2023) and other documents executed or delivered by Parent in connection therewith, in each case, as amended, replaced, supplemented, extended, refinanced or otherwise modified from time to time so long as, in the case of any renewal, extension or refinancing, each Refinancing Condition is satisfied.

Permitted Convertible Notes (2023): convertible notes in an aggregate principal amount up to but not exceeding \$350,000,000 issued around the First A&R Amendment Effective Date pursuant to the Permitted Convertible Note Documents (2023), in each case, as amended, replaced, supplemented, extended, refinanced or otherwise modified from time to time so long as, in the case of any renewal, extension or refinancing, each Refinancing Condition is satisfied.

Permitted Share Repurchases (2023): the purchase, redemption or other acquisition or retirement of common Equity Interests of the Parent with the proceeds of the issuance of the Permitted Convertible Note Debt (2023), provided that immediately before and after such repurchases (i) no Default or Event of Default exists and (ii) Availability is in an amount equal to or greater than 17.5% of the aggregate Borrowing Base (calculated based on the most recently delivered Borrowing Base Report) on average during the thirty (30) days immediately before giving effect thereto and immediately after giving pro forma effect thereto and Parent shall have delivered a certificate to Agent certifying the satisfaction of clauses (i) and (ii) above.

Section 2.02. Amendment to the Definition “Permitted Asset Disposition” in Section 1.1 of the Existing Loan Agreement. The definition “Permitted Asset Disposition” in Section 1.1. of the Existing Loan Agreement is hereby amended by amending and restating clause (r) thereof in its entirety to read as follows:

(r) the unwinding of any Hedging Agreements in connection with the Permitted Convertible Note Debt including those entered into by Parent on or about the Second Amendment Effective Date or around the First A&R Amendment Effective Date and any Hedging Agreements entered into by Parent in connection with any permitted refinancing of any Permitted Convertible Note Debt, in each case, in accordance with their terms in connection with the payment, repurchase or conversion of the Permitted Convertible Notes;

Section 2.03. Amendment to the Definition “Permitted Convertible Note Debt” in Section 1.1 of the Existing Loan Agreement. The definition “Permitted Convertible Note Debt” in Section 1.1 of the Existing Loan Agreement is hereby amended and restated in its entirety to read as follows:

Permitted Convertible Note Debt: the (a) Permitted Convertible Note Debt (2019), and (b) Permitted Convertible Note Debt (2023).

Section 2.04. Amendment to the Definition “Permitted Convertible Note Documents” in Section 1.1 of the Existing Loan Agreement. The definition “Permitted Convertible Note Documents” in Section 1.1 of the Existing Loan Agreement is hereby amended and restated in its entirety to read as follows:

Permitted Convertible Note Documents: the (a) Permitted Convertible Note Documents (2019) and (b) Permitted Convertible Note Documents (2023).

Section 2.05. Amendment to the Definition “Permitted Convertible Notes” in Section 1.1 of the Existing Loan Agreement. The definition “Permitted Convertible Notes” in Section 1.1 of the Existing Loan Agreement is hereby amended and restated in its entirety to read as follows:

Permitted Convertible Notes: the (a) Permitted Convertible Notes (2019) and (b) Permitted Convertible Notes (2023).

Section 2.06. Amendment to the Definition “Permitted Share Repurchases” in Section 1.1 of the Existing Loan Agreement. The definition “Permitted Share Repurchases” in Section 1.1 of the Existing Loan Agreement is hereby amended and restated in its entirety to read as follows:

Permitted Share Repurchases: the (a) Permitted Share Repurchases (2019) and (b) Permitted Share Repurchases (2023).

Section 2.07. Amendment to the Definition “Revolver Termination Date” in Section 1.1 of the Existing Loan Agreement. The definition “Revolver Termination Date” in Section 1.1 of the Existing Loan Agreement is hereby amended and restated in its entirety to read as follows:

Revolver Termination Date: the earlier of (a) December 20, 2027 and (b) the date which is 60 days prior to the stated maturity date of the Permitted Convertible Notes (2019) unless (i) prior to such 60 day period such convertible notes have been refinanced in full or converted into the Equity Interests of Parent in full, (ii) no later than 5 Business Days prior to such 60 day period, the Obligors demonstrate to the Lenders’ satisfaction (determined in each Lender’s sole and absolute discretion) that such convertible notes will be refinanced in full or converted to the Equity Interests of Parent in full prior to stated maturity date thereof and no obligations will be outstanding thereunder on the stated maturity date thereof, or (iii) the Payment Conditions, calculated on a pro forma basis after giving effect to the full repayment of such convertible notes, are satisfied on each day during such 60 day period, and immediately after giving effect thereto (it being understood that if the Payment Conditions fail to be satisfied during such 60 day period and neither clause (i) or (ii) is applicable, the Revolver Termination Date shall occur), and Parent shall have delivered to Agent certificates, in form and substance reasonably satisfactory to Agent, certifying and demonstrating that the Payment Conditions, calculated on a pro forma basis after giving effect to the full repayment of such convertible notes, are met on (x) the 61st day prior to the stated maturity date of the Permitted Convertible Notes (2019), (y) any other date during such 60 day period on which Parent is required to deliver a Borrowing Base Report to Agent, and (z) any other date on which Parent requests a Revolving Loan or the issuance of a Letter of Credit. For the avoidance of doubt, a certificate shall be required to be delivered upon the occurrence of each of the dates or events set forth in subclauses (x), (y) and (z) above.

Section 2.08. Amendment to Clause (u) in Section 10.2.1 of the Existing Loan Agreement. Clause (u) in Section 10.2.1 of the Existing Loan Agreement is hereby amended and restated in its entirety to read as follows:

(u) other unsecured Debt (i) incurred prior to the Closing Date in the aggregate principal amount not exceeding \$500,000,000 as set forth on **Schedule 10.2.1(u)**, (ii) incurred on or after the Closing Date in an aggregate principal amount at any one time outstanding not to exceed an amount equal to \$500,000,000 minus, if applicable, any outstanding principal amount of Permitted Convertible Notes in excess of \$440,000,000 (it being understood that Permitted Convertible Notes in the outstanding principal amount of up to \$440,000,000 shall not reduce capacity under this clause (u)(ii)), (iii) pursuant to loan agreements, indentures or other documentation having covenants and other terms with

respect to the Obligors that are no more restrictive in any material respect than those in this Agreement, and (iv) with a maturity date after the Revolver Termination Date; and

Section 2.09. Amendment to Clause (e) in Section 10.2.4 of the Existing Loan Agreement. Clause (e) in Section 10.2.4 of the Existing Loan Agreement is hereby amended and restated in its entirety to read as follows:

(e) Permitted Share Repurchases and, for the avoidance of doubt, (A) payments on or about the Second Amendment Effective Date pursuant to the Hedging Agreements entered into in connection with the Permitted Convertible Note Debt (2019), (B) payments around the First A&R Amendment Effective Date pursuant to the Hedging Agreements entered into in connection with the Permitted Convertible Note Debt (2023), (C) payments pursuant to any Hedging Agreements entered into by Parent in connection with any permitted refinancing of the applicable Permitted Convertible Note Debt, and (D) the settlement of any related Hedging Agreement entered into in connection with the applicable Permitted Convertible Note Debt under which Parent may be obligated to deliver common Equity Interests of the Parent, including (i) by delivery of common Equity Interests of the Parent or (ii) by (x) payment of a net amount in cash in respect of any early termination or maturity of any Hedging Agreement entered into in connection with the applicable Permitted Convertible Note Debt or (y) delivery of common Equity Interests of the Parent or payment of a net amount in cash upon an early termination or maturity of any such Hedging Agreement;

For the avoidance of doubt, Section 10.2.4 shall otherwise remain in full force and effect.

Section 2.09. Amendment to Clause (b) in Section 10.2.8 of the Existing Loan Agreement. Clause (b) in Section 10.2.8 of the Existing Loan Agreement is hereby amended by (x) deleting the word “and” appearing prior to clause (vii), (y) adding a new word “and” at the end of clause (vii) and (z) adding a new clause (viii) at the end thereof as follows:

(viii) exchanges of the Permitted Convertible Notes (2019) for the Permitted Convertible Notes (2023) and repurchases or repayments of the Permitted Convertible Notes (2019) with the proceeds of the Permitted Convertible Notes (2023), provided that immediately before and after such exchanges, repurchases or repayments (i) no Default or Event of Default exists and (ii) Availability is in an amount equal to or greater than 17.5% of the aggregate Borrowing Base (calculated based on the most recently delivered Borrowing Base Report) on average during the thirty (30) days immediately before giving effect thereto and immediately after giving pro forma effect thereto and Parent shall have delivered a certificate to Agent certifying the satisfaction of clauses (i) and (ii) above;

ARTICLE III

CONDITIONS TO EFFECTIVENESS; MISCELLANEOUS

Section 3.01. Conditions to Effectiveness. The parties hereto agree that the amendments set forth herein shall not be effective until the satisfaction of each of the following conditions precedent:

(a) Executed Amendment. The Agent shall have received a fully executed copy of this Amendment signed by the Borrowers, Guarantors, Agent and Lenders.

Section 3.02. Miscellaneous.

(a) Survival of Representations and Warranties. All representations and warranties made in the Loan Agreement or any other document or documents relating thereto, including, without limitation, any Loan Document furnished in connection with this Amendment, shall survive the execution and delivery of this Amendment and the other Loan Documents, and no investigation by Agent or the Lenders shall affect the representations and warranties or the right of the Lenders or Agent to rely thereon.

(b) Reference to Loan Agreement. The Loan Agreement, each of the Loan Documents, and any and all other agreements, documents or instruments now or hereafter executed and delivered pursuant to the terms hereof, or pursuant to the terms of the Loan Agreement as amended hereby, are hereby amended so that any reference therein to the Loan Agreement shall mean a reference to the Loan Agreement as amended hereby.

(c) Loan Agreement Remains in Effect. The Loan Agreement and the Loan Documents, as amended hereby, remain in full force and effect and each Borrower and each Guarantor ratifies and confirms its agreements and covenants contained therein. Each Borrower and each Guarantor hereby confirms that to the best of its knowledge no Event of Default or Default exists.

(d) Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

(e) Counterparts; Facsimile. This Amendment may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. Delivery of an executed counterpart to this Amendment by facsimile or other electronic means (including in “.pdf” or “.tif” format) shall be effective as an original.

(f) Headings. The headings, captions and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment.

(g) NO ORAL AGREEMENTS. THIS AMENDMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS AS WRITTEN, REPRESENTS THE FINAL AGREEMENT BETWEEN LENDERS, AGENT, BORROWERS AND GUARANTORS AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN AGENT, LENDERS, BORROWERS AND GUARANTORS.

(h) GOVERNING LAW. THIS AMENDMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS); PROVIDED, HOWEVER, THAT IF THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK SHALL GOVERN IN REGARD TO THE VALIDITY, PERFECTION OR EFFECT OF PERFECTION OF ANY LIEN OR IN REGARD TO PROCEDURAL MATTERS AFFECTING ENFORCEMENT OF ANY LIENS IN COLLATERAL, SUCH LAWS OF SUCH OTHER JURISDICTIONS SHALL CONTINUE TO APPLY TO THAT EXTENT.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by its authorized officers as of the day and year first above written.

OBLIGORS:

GUESS ?, INC.,
a Delaware corporation,
as a U.S. Borrower and a U.S. Guarantor

By: /s/ Dennis Secor
Name: Dennis Secor
Title: Interim Chief Financial Officer

GUESS? RETAIL, INC.,
a Delaware corporation,
as a U.S. Borrower and a U.S. Guarantor

By: /s/ Dennis Secor
Name: Dennis Secor
Title: Chief Financial Officer

GUESS.COM, INC.,
a Delaware corporation,
as a U.S. Borrower and a U.S. Guarantor

By: /s/ Dennis Secor
Name: Dennis Secor
Title: Chief Financial Officer and Treasurer

GUESS? CANADA CORPORATION,
a company amalgamated under the laws of the
province of Nova Scotia, Canada, as Canadian
Borrower

By: /s/ Dennis Secor
Name: Dennis Secor
Title: Interim Chief Financial Officer

GUESS? VALUE LLC,
a Virginia limited liability company,
as a U.S. Guarantor

By: /s/ Dennis Secor
Name: Dennis Secor
Title: Chief Financial Officer and Treasurer

AMENDMENT NUMBER ONE TO
AMENDED AND RESTATED LOAN, GUARANTY AND SECURITY AGREEMENT
(GUESS?)
SIGNATURE PAGE

AGENT AND LENDERS:

BANK OF AMERICA, N.A.,
as Agent, a U.S. Lender and an Issuing Bank

By: /s/ Bryn MacGillivray

Name: Bryn MacGillivray

Title: VP

AMENDMENT NUMBER ONE TO
AMENDED AND RESTATED LOAN, GUARANTY AND SECURITY AGREEMENT
(GUESS?)
SIGNATURE PAGE

BANK OF AMERICA, N.A.
(acting through its Canada branch),
as a Canadian Lender and an Issuing Bank

By: /s/ Sylwia Durkiewicz
Name: Sylwia Durkiewicz
Title: Vice President

AMENDMENT NUMBER ONE TO
AMENDED AND RESTATED LOAN, GUARANTY AND SECURITY AGREEMENT
(GUESS?)
SIGNATURE PAGE

BMO HARRIS BANK N.A.,
successor in interest to Bank of
The West,
as a U.S. Lender

By: /s/ Shikha Rehman
Name: Shikha Rehman
Title: Director

BMO HARRIS BANK N.A.,
successor in interest to Bank of The West,
as a Canadian Lender

By: /s/ Shikha Rehman
Name: Shikha Rehman
Title: Director

AMENDMENT NUMBER ONE TO
AMENDED AND RESTATED LOAN, GUARANTY AND SECURITY AGREEMENT
(GUESS?)
SIGNATURE PAGE

**HSBC BANK USA, NATIONAL
ASSOCIATION,**
as a U.S. Lender

By: /s/ Michael P. Righi
Name: Michael P. Righi
Title: Managing Director

**HSBC BANK USA, NATIONAL
ASSOCIATION,**
as a Canadian Lender

By: /s/ Michael P. Righi
Name: Michael P. Righi
Title: Managing Director

AMENDMENT NUMBER ONE TO
AMENDED AND RESTATED LOAN, GUARANTY AND SECURITY AGREEMENT
(GUESS?)
SIGNATURE PAGE

VOTING AGREEMENT

THIS VOTING AGREEMENT (this “**Agreement**”) is made as of April 12, 2023 (the “**Effective Date**”), between, on the one hand, (a) Guess?, Inc., a Delaware Corporation (the “**Company**”), and, on the other hand, (b) Paul Marciano, individually (“**PM**”), and as trustee of the Paul Marciano Trust (the “**PM Trust**”).

RECITALS

WHEREAS, as of the Effective Date, PM and Maurice Marciano (“**MM**”) collectively have the right to vote (without duplication) 23,807,719 shares (the “**Marciano Total Voting Shares**”) of common stock, par value \$0.01 per share, of the Company (“**Common Shares**”) representing 42.75% of the Total Voting Power (the “**Marciano Threshold Percentage**”) on any Stockholder Action;

WHEREAS, simultaneously with this Agreement, the Company is issuing \$275 million aggregate principal amount of Convertible Senior Notes due 2028 (the “**Notes**”) in a private placement and, in connection with the issuance of the Notes, is purchasing 2,237,872 Common Shares (the “**Repurchase**”);

WHEREAS, immediately after the Repurchase, the Marciano Total Voting Shares will give PM and/or MM the right to vote Common Shares having 44.54% of the Total Voting Power (the “**Marciano Post-Transaction Percentage**”) on any Stockholder Action;

WHEREAS, the Board of Directors of the Company has unanimously approved the issuance of the Notes, the Repurchase and the voting arrangements set forth in this Agreement with respect to the Marciano Increased Percentage;

WHEREAS, the Board of Directors of the Company approved the Repurchase in reliance upon PM and the PM Trust entering into this Agreement; and

WHEREAS, the Company, PM and the PM Trust desire to set forth in this Agreement certain terms and conditions regarding the voting rights of PM and the PM Trust with respect to the Excess Shares.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, and intending to be legally bound, the Company, PM and the PM Trust agree as follows:

ARTICLE I
DEFINITIONS

Definitions. For purposes of this Agreement:

“**Agreement**” has the meaning set forth in the preamble.

“**Business Day**” means any day, other than Saturday, Sunday or any day that is a legal holiday under the laws of the State of Delaware or is a day on which banking institutions in the State of Delaware are authorized or required by law or other governmental action to close.

“**Common Shares**” has the meaning set forth in the recitals.

“**Company**” has the meaning set forth in the preamble.

“**Effective Date**” has the meaning set forth in the preamble.

“**Entity**” means any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), branch office, firm or other enterprise, association, organization or entity.

“**Excess Shares**” means (a) with respect to any Stockholder Action, such number of shares over which PM and/or MM exercise voting power that would result in PM and/or MM having the right to vote a percentage of the Total Voting Power applicable to such Stockholder Action in excess of the Marciano Threshold Percentage multiplied by (b) 50%; provided, that the number of Excess Shares shall not exceed 478,324 Common Shares (subject to adjustment for stock splits, stock dividends, recapitalizations and the like).

“**Law**” means national, supranational, state, provincial, municipal or local statute, law, resolution, constitution, treaty, ordinance, code, regulation, statute, rule, notice, regulatory requirement, interpretation, agency guidance, order, stipulation, determination, certification standard, accreditation standard, permit, requirement or rule of law (including common law), code or edict issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any governmental authority, including the rules and regulations of any stock exchange.

“**Marciano Increased Percentage**” means 1.79%, which is the difference between the Marciano Post-Transaction Percentage and the Marciano Threshold Percentage.

“**Marciano Post-Transaction Percentage**” has the meaning set forth in the recitals.

“**Marciano Total Voting Shares**” has the meaning set forth in the recitals.

“**Marciano Threshold Percentage**” has the meaning set forth in the recitals.

“**MM**” has the meaning set forth in the recitals.

“**Non-Marciano Voting Shares**” means Common Shares other than Common Shares over which PM or MM have sole or shared voting power.

“**Notes**” has the meaning set forth in the recitals.

“**Organizational Documents**” means, with respect to any Entity, its certificate of incorporation or formation, memorandum of association, bylaws, agreement of trust or similar organizational documents.

“**Person**” means any individual, Entity or governmental authority.

“**PM**” has the meaning set forth in the preamble.

“**PM Trust**” has the meaning set forth in the preamble.

“**Repurchase**” has the meaning set forth in the recitals.

“**Stockholder Action**” means any nomination for election as a director of the Company or any proposal, in each case submitted to the holders of Common Shares for approval at any annual or special meeting (however noticed or called).

“**Total Voting Power**” means the total number of votes that may be cast by the holders of Common Shares on a Stockholder Action if all Common Shares entitled to vote in such Stockholder Action are present and voted.

ARTICLE I

VOTING AGREEMENT

Section 1.1 Voting Agreement. During the term of this Agreement, with respect to any Stockholder Action, PM will cause the PM Trust to vote an aggregate number of Common Shares owned by the PM Trust equal to the Excess Shares in respect of such Stockholder Action in a manner that is in direct proportion to the manner in which the Non-Marciano Voting Shares are voted (or not voted) in respect of such Stockholder Action, such that, for any such Stockholder Action, the Excess Shares shall reflect voting results with respect to “shares voted for”, “shares voted against”, “shares abstained”, “shares withheld”, “broker non-votes” and “shares not present at the meeting” proportionate to such aggregate voting results in such Stockholder Action for the Non-Marciano Shares.

Section 1.2 Voting Information. With respect to any Stockholder Action, the number of Excess Shares, if any, will be determined by the Company as promptly as practicable following the record date established for determining the stockholders of the Company entitled to vote in such Stockholder Action. From time to time before the scheduled date for any such Stockholder Action at the request of PM, the Company will inform PM of the voting tabulations (including, for this purpose, all “shares voted for” or “shares voted against” and all “shares abstained” and “shares withheld”, “broker non-votes” and “shares not present at the meeting”) for such Stockholder Action (it being understood and agreed by the parties that the Company will request the proxy solicitation firm engaged by it, if any, in connection with such Stockholder Action to provide such tabulations directly to PM from time to time as such tabulations are provided to the Company) for the purpose of facilitating the agreement of PM to vote the Excess Shares in accordance with the requirements of this Article I.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the Company. The Company represents and warrants to PM and the PM Trust that:

(a) The Company is duly organized, validly existing and in good standing under the Laws of the State of Delaware. The Company has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of the Company. This Agreement has been duly and validly executed and delivered by the Company and assuming due execution and delivery by each of PM and the PM Trust, this Agreement constitutes a valid and binding agreement of the Company enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar Laws relating to or affecting creditors generally and by general equity principles.

(b) The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) violate any Organizational Document of the Company, (ii) violate any applicable Law in any material respect, (iii) require any consent or other action by any Person under, constitute a default under, or give rise to any right of termination, cancellation or acceleration or to a loss of any benefit to which the Company is entitled under any provision of any agreement or other instrument binding on the Company or (iv) result in the imposition of any lien (other than pursuant to this Agreement) on any asset of the Company (including the Common Shares).

Section 2.2 Representations and Warranties of PM and the PM Trust. Each of PM and the PM Trust represents and warrants to the Company that:

(a) If such party is not an individual, such party is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization or formation. Such party has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. If such party is not an individual, the execution, delivery and performance by such party of this Agreement and the consummation by such party of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of such party. This Agreement has been duly and validly executed and delivered by such party and assuming due execution and delivery by the Company, this Agreement constitutes a valid and binding agreement of such party enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar Laws relating to or affecting creditors generally and by general equity principles.

(b) The execution, delivery and performance by such party of this Agreement and the consummation of the transactions contemplated by this Agreement do not and will not (i) if such party is not an individual, violate any Organizational Document of such party, (ii) violate any applicable Laws in any material respect, (iii) require any consent or other action by any Person

under, constitute a default under, or give rise to any right of termination, cancellation or acceleration or to a loss of any benefit to which such party is entitled under any provision of any agreement or other instrument binding on such party or (iv) result in the imposition of any lien (other than pursuant to this Agreement) on any asset of such party (including the Common Shares).

ARTICLE III **MISCELLANEOUS**

Section 3.1 Expenses. Except as otherwise specifically provided herein, each party will bear its own costs and expenses incurred in connection with its performance under or compliance with the terms of this Agreement.

Section 3.2 Successors and Assigns. The rights under this Agreement are not assignable without the Company's written consent (which will not be unreasonably withheld, delayed or conditioned). The terms and conditions of this Agreement inure to the benefit of and are binding upon the respective successors and permitted assignees of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties or their respective successors and permitted assignees any legal or equitable rights, remedies, benefits, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

Section 3.3 Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the internal law of the State of Delaware in all respects (without regard to conflicts of laws rules thereof). The parties hereto agree that any proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated by this Agreement shall be brought in the Delaware Court of Chancery, New Castle County, or if that court does not have jurisdiction, a federal court sitting in the State of Delaware. Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the Delaware Court of Chancery, New Castle County, or if that court does not have jurisdiction, a federal court sitting in the State of Delaware, in respect of any legal or equitable action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement, or relating to enforcement of any of the terms of this Agreement, and hereby waives, and agrees not to assert, as a defense in any such action, suit or proceeding, any claim that it is not subject personally to the jurisdiction of such court, that the action, suit or proceeding is brought in an inconvenient forum, that the venue of the action, suit or proceeding is improper or that this Agreement or the transactions contemplated by this Agreement may not be enforced in or by such courts. Each party hereto agrees that notice or the service of process in any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement shall be properly served or delivered if delivered in the manner contemplated by Section 3.5 or in any other manner permitted by law.

Section 3.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic signature or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Section 3.5 Notices. All notices, requests, permissions, waivers, and other communications under this Agreement will be in writing and will be deemed to have been duly given, (a) five Business Days following sending if sent by registered or certified mail, postage prepaid, (b) when sent if sent by e-mail during the normal business hours of the recipient, or one Business Day after the date sent if sent by e-mail after the normal business hours of the recipient, (c) when delivered, if delivered personally to the intended recipient and (d) one Business Day following sending by overnight delivery via a national courier service, and in each case, addressed to a party at the following address for such party:

If to the Company, to:

Guess?, Inc.
1444 South Alameda Street
Los Angeles, CA 90021
Attention: Jason Miller
General Counsel
Email: [_____]

If to PM or the PM Trust:

Paul Marciano
[_____]

With copies (which will not constitute notice to PM or the PM Trust) to:

McDermott Will & Emery

[]

[]

[]

Email: []

Section 3.6 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the Company (if approved by the Board of Directors of the Company), PM and the PM Trust; *provided, however*, that any provision of this Agreement may be waived by any waiving party on such party's own behalf, without the consent of any other party. No waivers of or exceptions to any term, condition, or provision of this Agreement, in any one or more instances, will be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision.

Section 3.7 Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision will be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

Section 3.8 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement among the parties with respect to the subject matter of this Agreement, and any other written or oral agreement relating to the subject matter of this Agreement existing between or among the parties is expressly canceled.

Section 3.10 WAIVER OF JURY TRIAL. EACH PARTY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE COMMON SHARES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

Section 3.10 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, will impair any such right, power, or remedy of such nonbreaching or nondefaulting party, nor will it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, nor will any waiver of any single

breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, whether under this Agreement or by law or otherwise afforded to any party, will be cumulative and not alternative.

Section 3.11 Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and that money damages or other legal remedies would not be an adequate remedy for any such damages. It is accordingly agreed among the parties that, in addition to any other remedy to which they are entitled at law or in equity, in the event of any breach or threatened breach by the Company, on the one hand, or PM and/or the PM Trust, on the other hand, of any of their respective covenants or obligations set forth in this Agreement, the Company, on the one hand, and PM and/or the PM Trust, on the other hand, will be entitled, without the requirement to post a bond therefor, to an injunction or injunctions to prevent or restrain breaches or threatened breaches of this Agreement or to enforce compliance with, the covenants and obligations of the other party under this Agreement. The Company, on the one hand, and PM and/or the PM Trust, on the other hand, shall not raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches or threatened breaches of this Agreement by such party (or parties), and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such party (or parties) under this Agreement. By seeking the remedies provided for in this Section 3.11, a party will not in any respect waive its right to seek any other form of relief that may be available to a party under this Agreement (including monetary damages), and nothing set forth in this Section 3.11 will require any party to institute any proceeding for (or limit any party's right to institute any proceeding for) specific performance under this Section 3.11, nor will the commencement of any legal proceeding pursuant to this Section 3.11 or anything set forth in this Section 3.11 restrict or limit any party's right to pursue any other remedies for damages resulting from a breach of this Agreement.

Section 3.12 Further Assurances. The parties will do and perform or cause to be done and performed all such further acts and things and will execute and deliver all such other agreements, certificates, instruments or documents as any other party may reasonably request from time to time in order to carry out the intent and purposes of this Agreement and the consummation of the transactions contemplated hereby. The Company, PM and the PM Trust will not voluntarily undertake any course of action inconsistent with satisfaction of the requirements applicable to them set forth in this Agreement and each will promptly do all such acts and take all such measures as may be appropriate to enable them to perform as early as practicable the obligations in this Agreement required to be performed by them.

Section 3.13 No Agreement as Director or Officer. Notwithstanding any provision of this Agreement to the contrary, PM has entered into this Agreement in his capacity as a stockholder of the Company and not in his capacity as a director, officer or employee of the Company or any of its subsidiaries. Except as expressly set forth in Section 1.1, nothing in this Agreement shall limit the right of PM or the PM Trust to vote (or cause to be voted), any Common Shares other than the Excess Shares held by the PM Trust.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

COMPANY:

GUESS?, INC.

By: /s/ Carlos Alberini

Name: Carlos Alberini

Title: Chief Executive Officer

[Signature page to Voting Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

/s/ Paul Marciano

Paul Marciano

/s/ Paul Marciano

Paul Marciano, as trustee of the Paul Marciano
Trust, dated February 20, 1986

[Signature page to Voting Agreement]

VOTING AGREEMENT

THIS VOTING AGREEMENT (this “**Agreement**”) is made as of April 12, 2023 (the “**Effective Date**”), between, on the one hand, (a) Guess?, Inc., a Delaware Corporation (the “**Company**”), and, on the other hand, (b) Maurice Marciano, individually (“**MM**”), and as a trustee of the Maurice Marciano Trust (the “**MM Trust**”).

RECITALS

WHEREAS, as of the Effective Date, Paul Marciano (“**PM**”) and MM collectively have the right to vote (without duplication) 23,807,719 shares (the “**Marciano Total Voting Shares**”) of common stock, par value \$0.01 per share, of the Company (“**Common Shares**”) representing 42.75% of the Total Voting Power (the “**Marciano Threshold Percentage**”) on any Stockholder Action;

WHEREAS, simultaneously with this Agreement, the Company is issuing \$275 million aggregate principal amount of Convertible Senior Notes due 2028 (the “**Notes**”) in a private placement and, in connection with the issuance of the Notes, is purchasing 2,237,872 Common Shares (the “**Repurchase**”);

WHEREAS, immediately after the Repurchase, the Marciano Total Voting Shares will give PM and/or MM the right to vote Common Shares having 44.54% of the Total Voting Power (the “**Marciano Post-Transaction Percentage**”) on any Stockholder Action;

WHEREAS, the Board of Directors of the Company has unanimously approved the issuance of the Notes, the Repurchase and the voting arrangements set forth in this Agreement with respect to the Marciano Increased Percentage;

WHEREAS, the Board of Directors of the Company approved the Repurchase in reliance upon MM and the MM Trust entering into this Agreement; and

WHEREAS, the Company, MM and the MM Trust desire to set forth in this Agreement certain terms and conditions regarding the voting rights of MM and the MM Trust with respect to the Excess Shares.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, and intending to be legally bound, the Company, MM and the MM Trust agree as follows:

ARTICLE I DEFINITIONS

Definitions. For purposes of this Agreement:

“**Agreement**” has the meaning set forth in the preamble.

“**Business Day**” means any day, other than Saturday, Sunday or any day that is a legal holiday under the laws of the State of Delaware or is a day on which banking institutions in the State of Delaware are authorized or required by law or other governmental action to close.

“**Common Shares**” has the meaning set forth in the recitals.

“**Company**” has the meaning set forth in the preamble.

“**Effective Date**” has the meaning set forth in the preamble.

“**Entity**” means any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), branch office, firm or other enterprise, association, organization or entity.

“**Excess Shares**” means (a) with respect to any Stockholder Action, such number of shares over which PM and/or MM exercise voting power that would result in PM and/or MM having the right to vote a percentage of the Total Voting Power applicable to such Stockholder Action in excess of the Marciano Threshold Percentage multiplied by (b) 50%; provided, that the number of Excess Shares shall not exceed 478,324 Common Shares (subject to adjustment for stock splits, stock dividends, recapitalizations and the like).

“**Law**” means national, supranational, state, provincial, municipal or local statute, law, resolution, constitution, treaty, ordinance, code, regulation, statute, rule, notice, regulatory requirement, interpretation, agency guidance, order, stipulation, determination, certification standard, accreditation standard, permit, requirement or rule of law (including common law), code or edict issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any governmental authority, including the rules and regulations of any stock exchange.

“**Marciano Increased Percentage**” means 1.79%, which is the difference between the Marciano Post-Transaction Percentage and the Marciano Threshold Percentage.

“**Marciano Post-Transaction Percentage**” has the meaning set forth in the recitals.

“**Marciano Total Voting Shares**” has the meaning set forth in the recitals.

“**Marciano Threshold Percentage**” has the meaning set forth in the recitals.

“**MM**” has the meaning set forth in the preamble.

“**MM Trust**” has the meaning set forth in the preamble.

“**Non-Marciano Voting Shares**” means Common Shares other than Common Shares over which PM or MM have sole or shared voting power.

“**Notes**” has the meaning set forth in the recitals.

“**Organizational Documents**” means, with respect to any Entity, its certificate of incorporation or formation, memorandum of association, bylaws, agreement of trust or similar organizational documents.

“**Person**” means any individual, Entity or governmental authority.

“**PM**” has the meaning set forth in the recitals.

“**Repurchase**” has the meaning set forth in the recitals.

“**Stockholder Action**” means any nomination for election as a director of the Company or any proposal, in each case submitted to the holders of Common Shares for approval at any annual or special meeting (however noticed or called).

“**Total Voting Power**” means the total number of votes that may be cast by the holders of Common Shares on a Stockholder Action if all Common Shares entitled to vote in such Stockholder Action are present and voted.

ARTICLE I

VOTING AGREEMENT

Section 1.1 Voting Agreement. During the term of this Agreement, with respect to any Stockholder Action, MM will cause the MM Trust to vote an aggregate number of Common Shares owned by the MM Trust equal to the Excess Shares in respect of such Stockholder Action in a manner that is in direct proportion to the manner in which the Non-Marciano Voting Shares are voted (or not voted) in respect of such Stockholder Action, such that, for any such Stockholder Action, the Excess Shares shall reflect voting results with respect to “shares voted for”, “shares voted against”, “shares abstained”, “shares withheld”, “broker non-votes” and “shares not present at the meeting” proportionate to such aggregate voting results in such Stockholder Action for the Non-Marciano Shares.

Section 1.2 Voting Information. With respect to any Stockholder Action, the number of Excess Shares, if any, will be determined by the Company as promptly as practicable following the record date established for determining the stockholders of the Company entitled to vote in such Stockholder Action. From time to time before the scheduled date for any such Stockholder Action at the request of MM, the Company will inform MM of the voting tabulations (including, for this purpose, all “shares voted for” or “shares voted against” and all “shares abstained” and “shares withheld”, “broker non-votes” and “shares not present at the meeting”) for such Stockholder Action (it being understood and agreed by the parties that the Company will request the proxy solicitation firm engaged by it, if any, in connection with such Stockholder Action to provide such tabulations directly to MM from time to time as such tabulations are provided to the Company) for the purpose of facilitating the agreement of MM to vote the Excess Shares in accordance with the requirements of this Article I.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the Company. The Company represents and warrants to MM and the MM Trust that:

(a) The Company is duly organized, validly existing and in good standing under the Laws of the State of Delaware. The Company has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of the Company. This Agreement has been duly and validly executed and delivered by the Company and assuming due execution and delivery by each of MM and the MM Trust, this Agreement constitutes a valid and binding agreement of the Company enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar Laws relating to or affecting creditors generally and by general equity principles.

(b) The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby do not and will not (i) violate any Organizational Document of the Company, (ii) violate any applicable Law in any material respect, (iii) require any consent or other action by any Person under, constitute a default under, or give rise to any right of termination, cancellation or acceleration or to a loss of any benefit to which the Company is entitled under any provision of any agreement or other instrument binding on the Company or (iv) result in the imposition of any lien (other than pursuant to this Agreement) on any asset of the Company (including the Common Shares).

Section 2.2 Representations and Warranties of MM and the MM Trust. Each of MM and the MM Trust represents and warrants to the Company that:

(a) If such party is not an individual, such party is duly organized, validly existing and in good standing under the Laws of its jurisdiction of organization or formation. Such party has the requisite power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement. If such party is not an individual, the execution, delivery and performance by such party of this Agreement and the consummation by such party of the transactions contemplated by this Agreement have been duly authorized by all necessary action on the part of such party. This Agreement has been duly and validly executed and delivered by such party and assuming due execution and delivery by the Company, this Agreement constitutes a valid and binding agreement of such party enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar Laws relating to or affecting creditors generally and by general equity principles.

(b) The execution, delivery and performance by such party of this Agreement and the consummation of the transactions contemplated by this Agreement do not and will not (i) if such party is not an individual, violate any Organizational Document of such party, (ii) violate any applicable Laws in any material respect, (iii) require any consent or other action by any Person

under, constitute a default under, or give rise to any right of termination, cancellation or acceleration or to a loss of any benefit to which such party is entitled under any provision of any agreement or other instrument binding on such party or (iv) result in the imposition of any lien (other than pursuant to this Agreement) on any asset of such party (including the Common Shares).

ARTICLE III **MISCELLANEOUS**

Section 3.1 Expenses. Except as otherwise specifically provided herein, each party will bear its own costs and expenses incurred in connection with its performance under or compliance with the terms of this Agreement.

Section 3.2 Successors and Assigns. The rights under this Agreement are not assignable without the Company's written consent (which will not be unreasonably withheld, delayed or conditioned). The terms and conditions of this Agreement inure to the benefit of and are binding upon the respective successors and permitted assignees of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties or their respective successors and permitted assignees any legal or equitable rights, remedies, benefits, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

Section 3.3 Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the internal law of the State of Delaware in all respects (without regard to conflicts of laws rules thereof). The parties hereto agree that any proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated by this Agreement shall be brought in the Delaware Court of Chancery, New Castle County, or if that court does not have jurisdiction, a federal court sitting in the State of Delaware. Each party hereto hereby irrevocably submits to the exclusive jurisdiction of the Delaware Court of Chancery, New Castle County, or if that court does not have jurisdiction, a federal court sitting in the State of Delaware, in respect of any legal or equitable action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement, or relating to enforcement of any of the terms of this Agreement, and hereby waives, and agrees not to assert, as a defense in any such action, suit or proceeding, any claim that it is not subject personally to the jurisdiction of such court, that the action, suit or proceeding is brought in an inconvenient forum, that the venue of the action, suit or proceeding is improper or that this Agreement or the transactions contemplated by this Agreement may not be enforced in or by such courts. Each party hereto agrees that notice or the service of process in any action, suit or proceeding arising out of or relating to this Agreement or the transactions contemplated by this Agreement shall be properly served or delivered if delivered in the manner contemplated by Section 3.5 or in any other manner permitted by law.

Section 3.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic signature or other transmission method and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Section 3.5 Notices. All notices, requests, permissions, waivers, and other communications under this Agreement will be in writing and will be deemed to have been duly given, (a) five Business Days following sending if sent by registered or certified mail, postage prepaid, (b) when sent if sent by e-mail during the normal business hours of the recipient, or one Business Day after the date sent if sent by e-mail after the normal business hours of the recipient, (c) when delivered, if delivered personally to the intended recipient and (d) one Business Day following sending by overnight delivery via a national courier service, and in each case, addressed to a party at the following address for such party:

If to the Company, to:

Guess?, Inc.
1444 South Alameda Street
Los Angeles, CA 90021
Attention: Jason Miller
General Counsel
Email: [_____]

If to MM or the MM Trust:

Maurice Marciano
[_____]

With copies (which will not constitute notice to MM or the MM Trust) to:

McDermott Will & Emery

[]

[]

[]

Email: []

Section 3.6 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the Company (if approved by the Board of Directors of the Company), MM and the MM Trust; *provided, however*, that any provision of this Agreement may be waived by any waiving party on such party's own behalf, without the consent of any other party. No waivers of or exceptions to any term, condition, or provision of this Agreement, in any one or more instances, will be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision.

Section 3.7 Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision will be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

Section 3.8 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement among the parties with respect to the subject matter of this Agreement, and any other written or oral agreement relating to the subject matter of this Agreement existing between or among the parties is expressly canceled.

Section 3.10 WAIVER OF JURY TRIAL. EACH PARTY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE COMMON SHARES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

Section 3.10 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, will impair any such right, power, or remedy of such nonbreaching or nondefaulting party, nor will it be construed to be a waiver of or acquiescence to any such breach

or default, or to any similar breach or default thereafter occurring, nor will any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, whether under this Agreement or by law or otherwise afforded to any party, will be cumulative and not alternative.

Section 3.11 Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, and that money damages or other legal remedies would not be an adequate remedy for any such damages. It is accordingly agreed among the parties that, in addition to any other remedy to which they are entitled at law or in equity, in the event of any breach or threatened breach by the Company, on the one hand, or MM and/or the MM Trust, on the other hand, of any of their respective covenants or obligations set forth in this Agreement, the Company, on the one hand, and MM and/or the MM Trust, on the other hand, will be entitled, without the requirement to post a bond therefor, to an injunction or injunctions to prevent or restrain breaches or threatened breaches of this Agreement or to enforce compliance with, the covenants and obligations of the other party under this Agreement. The Company, on the one hand, and MM and/or the MM Trust, on the other hand, shall not raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches or threatened breaches of this Agreement by such party (or parties), and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such party (or parties) under this Agreement. By seeking the remedies provided for in this Section 3.11, a party will not in any respect waive its right to seek any other form of relief that may be available to a party under this Agreement (including monetary damages), and nothing set forth in this Section 3.11 will require any party to institute any proceeding for (or limit any party's right to institute any proceeding for) specific performance under this Section 3.11, nor will the commencement of any legal proceeding pursuant to this Section 3.11 or anything set forth in this Section 3.11 restrict or limit any party's right to pursue any other remedies for damages resulting from a breach of this Agreement.

Section 3.12 Further Assurances. The parties will do and perform or cause to be done and performed all such further acts and things and will execute and deliver all such other agreements, certificates, instruments or documents as any other party may reasonably request from time to time in order to carry out the intent and purposes of this Agreement and the consummation of the transactions contemplated hereby. The Company, MM and the MM Trust will not voluntarily undertake any course of action inconsistent with satisfaction of the requirements applicable to them set forth in this Agreement and each will promptly do all such acts and take all such measures as may be appropriate to enable them to perform as early as practicable the obligations in this Agreement required to be performed by them.

Section 3.13 No Agreement as Director or Officer. Notwithstanding any provision of this Agreement to the contrary, MM has entered into this Agreement in his capacity as a stockholder of the Company and not in his capacity as a director, officer or employee of the Company or any of its subsidiaries. Except as expressly set forth in Section 1.1, nothing in this Agreement shall limit the right of MM or the MM Trust to vote (or cause to be voted), any Common Shares other than the Excess Shares held by the MM Trust.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

COMPANY:

GUESS?, INC.

By: /s/ Carlos Alberini

Name: Carlos Alberini

Title: Chief Executive Officer

[Signature page to Voting Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

/s/ Maurice Marciano

Maurice Marciano

/s/ Maurice Marciano

Maurice Marciano, as a trustee of the Maurice
Marciano Trust, dated February 24, 1986

[Signature page to Voting Agreement]

GUESS? INC. ANNOUNCES ISSUANCE OF \$275 MILLION OF 3.75% CONVERTIBLE NOTES DUE 2028 AND RETIREMENT OF APPROXIMATELY \$185 MILLION OF EXISTING 2.00% CONVERTIBLE NOTES DUE 2024

- *The transactions announced today will extend the maturity of a significant portion of the Company's convertible senior notes to 2028*
- *Guess has entered into bond hedge and warrant transactions with a warrant strike price of \$41.80 per share (a 120% premium to the Company's stock price at the time of pricing of the notes), which are generally intended to limit potential dilution from the private placement transaction*
- *Guess intends to use the net proceeds of the private placement of the new convertible senior notes to retire approximately \$185 million of the existing convertible senior notes due in 2024, to repurchase approximately \$43 million of its common stock, to enter into the bond hedge and warrant transactions and to fund general corporate purposes*

LOS ANGELES, Calif. – April 13, 2023 – Guess?, Inc. (NYSE: GES) (the “Company”) announced today that it has entered into separate, privately negotiated exchange and subscription agreements (the “Exchange and Subscription Agreements”) with a limited number of holders of its 2.00% convertible senior notes due 2024 (the “Existing Convertible Notes”) and certain other investors, in each case pursuant to exemptions from registration under the Securities Act of 1933, as amended (the “Securities Act”). Pursuant to the Exchange and Subscription Agreements, the Company will exchange approximately \$184.9 million in aggregate principal amount of the Existing Convertible Notes for approximately \$161.4 million in aggregate principal amount of new 3.75% convertible senior notes due 2028 (the “New Convertible Notes”) and an aggregate of approximately \$33.3 million in cash, representing accrued and unpaid interest and other consideration on the Existing Convertible Notes (collectively, the “Exchange Transactions”). The Company will also issue New Convertible Notes in a private placement (collectively, the “Subscription Transactions” and, together with the Exchange Transactions, the “Transactions”) for the issuance in the Transactions of \$275.0 million in aggregate principal amount of New Convertible Notes. The Transactions are expected to settle on or about April 17, 2023, subject to customary closing conditions.

Upon completion of the Transactions, the aggregate principal amount of the Existing Convertible Notes outstanding will be approximately \$115.0 million, and the aggregate principal amount of the New Convertible Notes outstanding will be \$275.0 million.

Terms of the Notes

The New Convertible Notes will be convertible in certain circumstances into cash, shares of the Company's common stock or a combination of cash and shares of common stock, at the Company's election. If and when issued, the New Convertible Notes will be unsecured senior obligations of the Company. The initial conversion rate of the New Convertible Notes will be approximately 40.4858 shares per \$1,000 principal amount of the New Convertible Notes, which is equivalent to an initial conversion price of approximately \$24.70 per share of common stock, and is subject to adjustment upon the occurrence of certain events. The initial conversion price of the New Convertible Notes represents a premium of approximately 30% over the last reported sale price of the common stock on the New York Stock Exchange on April 12, 2023. The New Convertible Notes will be convertible only upon the occurrence of certain events and during certain periods. The New Convertible Notes will bear interest at a rate of 3.75% per year, payable semi-annually in arrears on April 15 and October 15 of each year, beginning on October 15, 2023. The Notes will mature on April 15, 2028, unless earlier repurchased or converted in accordance with their terms.

Expected Use of Proceeds of the Private Placement of New Convertible Notes

Share Repurchases

Concurrently with the pricing of the New Convertible Notes, the Company agreed to repurchase \$42.5 million of its common stock from purchasers of the New Convertible Notes in privately negotiated transactions for settlement concurrently with the closing of the Transactions, pursuant to the Company's existing share repurchase program. The purchase price per share of the common stock to be repurchased in such transactions will equal the closing sale price of the Company's common stock on April 12, 2023, which was \$19.00 per share.

The Company may use the Subscription Transaction proceeds to offset cash on hand spent on such repurchases (collectively, the "Share Repurchase Transactions").

Concurrent Transactions

The Company also expects to use approximately \$31.6 million of the net proceeds from the private placement of the New Convertible Notes to pay the cost of the convertible note hedge transactions described below (after such cost is partially offset by the proceeds from the sale of warrants pursuant to the warrant transactions described below). These transactions are generally intended to reduce dilution on the New Convertible Notes. The warrant strike price is initially \$41.80, which represents a 120% premium to the Company's closing stock price on April 12, 2023.

After effectuating the Transactions, the Share Repurchase Transactions, and the concurrent derivative transactions described below, the Company intends to use the remaining net proceeds from the Subscription Transactions, if any, for general corporate purposes; provided that the Company has not designated any specific uses and has no current agreements or commitments with respect to specific uses. Pending any specific application, the Company may invest any remaining net proceeds from the private placement of the New Convertible Notes in short- and long-term marketable securities.

Certain Concurrent Transactions

In connection with the pricing of the New Convertible Notes, the Company entered into convertible note hedge and warrant transactions with certain financial institutions (the "hedge counterparties"). The convertible note hedge transactions covered the number of shares of common stock that initially underlies the New Convertible Notes, subject to anti-dilution adjustments substantially similar to those applicable to the New Convertible Notes, and are expected to generally reduce the potential dilution with respect to the Company's common stock upon conversion of the New Convertible Notes and/or to offset any cash payments the Company is required to make in excess of the principal amount of converted New Convertible Notes, as the case may be. The warrants relate to the same number of shares of common stock as underlies the New Convertible Notes, subject to customary anti-dilution adjustments. The strike price of the warrant transactions will initially be \$41.80 per share, which represents a premium of 120% over the last reported sale price of the common stock on April 12, 2023, and is subject to certain adjustments under the terms of the warrant transactions. The warrant transactions separately could have a dilutive effect with respect to the Company's common stock to the extent that the market price per share of the common stock exceeds the strike price of the warrants.

The Company has been advised that, in connection with establishing their initial hedge positions with respect to the convertible note hedge and warrant transactions, the hedge counterparties or their respective affiliates expect to purchase shares of the common stock and/or enter into various derivative transactions with respect to the Company's common stock concurrently with, or shortly after, the pricing of the New Convertible Notes. These activities could result in an increase, or prevent a decrease in, the market price of the common stock or the New Convertible Notes.

In addition, the hedge counterparties or their respective affiliates may modify their hedge positions by entering into or unwinding various derivatives with respect to the Company's common stock and/or purchasing or selling common stock or other securities of the Company in secondary market transactions following the pricing of the New Convertible Notes and prior to the maturity of the New Convertible Notes (and are likely to do so during any observation period related to a conversion of New Convertible Notes). This activity could also cause or avoid an increase or a decrease in the market price of the Company's common stock or the New Convertible Notes, which could affect the ability of holders to convert the New Convertible Notes, and, to the extent the activity occurs during any observation period related to a conversion of New Convertible Notes, could affect the number of shares and value of the consideration that holders receive upon conversion of the New Convertible Notes.

In connection with the Exchange Transactions, the Company expects that holders of Existing Convertible Notes that participate in the Exchange Transactions will seek to sell the Company's common stock and/or enter into various derivative positions with respect to the Company's common stock to establish hedge positions with respect to the New Convertible Notes. This activity could decrease (or reduce the size of any increase in) the market price of the Company's common stock, the Existing Convertible Notes or the New Convertible Notes at that time. Additionally, the Share Repurchase Transactions could increase (or reduce the size of any decrease in), the market price of the Company's common stock, the Existing Convertible Notes or the New Convertible Notes at that time.

In connection with issuing the Existing Convertible Notes, the Company entered into convertible note hedge and warrant transactions (the "Existing Call Spread Transactions") with certain financial institutions (the "Existing Hedge Counterparties"). As part of the Exchange Transactions, the Company anticipates entering into agreements with the Existing Hedge Counterparties to terminate a portion of the Existing Call Spread Transactions in a notional amount corresponding to the amount of Existing Convertible Notes that will be exchanged. In connection with the terminations described in the foregoing sentence, the Company would expect the Existing Hedge Counterparties or their respective affiliates to unwind a portion of their related hedge positions by selling common stock concurrently with the pricing of the New Convertible Notes. Such hedge unwind activity could decrease (or reduce the size of any increase in) the market price of the Company's common stock, the Existing Convertible Notes or the New Convertible Notes at that time. There can be no assurance the termination of such Existing Call Spread Transactions will be completed.

Other Matters

The offer and sale of the New Convertible Notes and the issuance of shares of common stock, if any, issuable upon conversion of the New Convertible Notes have not been and will not be registered under the Securities Act or the securities laws of any other jurisdiction, and the New Convertible Notes and such shares may not be offered or sold in the United States absent registration or an applicable exemption from such registration requirements.

This press release does not and shall not constitute an offer to sell nor the solicitation of an offer to buy any securities of the Company, nor shall there be any sale of any such securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful.

Notice Regarding Forward-Looking Statements

This press release includes certain forward-looking statements related to the Company within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements, which are frequently indicated by terms such as "expect," "continue," "remain," "look," "path" and similar terms, are only expectations, and involve known and unknown risks and uncertainties, which may cause actual results in future periods to differ materially from what is currently anticipated. All statements, other than statements of historical facts, including all statements regarding the Subscription Transactions, the Exchange Transactions, the anticipated closing of the Transactions, the anticipated use of proceeds, the Share Repurchase Transactions and the effects of entering into the convertible note

hedge and warrant transactions are forward-looking statements. These statements are based on management's current estimates, assumptions, expectations or beliefs and are subject to uncertainty and changes in circumstances. These forward-looking statements are estimates reflecting the judgment of the Company's senior management, and actual results may vary materially from those expressed or implied by the forward-looking statements herein.

The statements in this press release are made as of the date of this press release. The Company undertakes no obligation to update information contained in this press release, except as may be required by law. The Company undertakes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as may be required by law. For further information regarding risks and uncertainties associated with the Company's businesses, please refer to the section entitled "Risk Factors" in the Company's Securities and Exchange Commission (the "SEC") filings, including, but not limited to, its most recent Annual Report on Form 10-K, a copy of which is on file with the SEC and available on the SEC's website at www.sec.gov.

About Guess?, Inc.

Guess?, Inc. designs, markets, distributes and licenses a lifestyle collection of contemporary apparel, denim, handbags, watches, eyewear, footwear and other related consumer products. Guess? products are distributed through branded Guess? stores as well as better department and specialty stores around the world. As of January 28, 2023, the Company directly operated 1,046 retail stores in the Americas, Europe and Asia. The Company's partners operated 562 additional retail stores worldwide. As of January 28, 2023, the Company and its partners operated in approximately 100 countries worldwide.

Contact Information:

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