
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 6-K

**REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16 UNDER THE
SECURITIES EXCHANGE ACT OF 1934**

For the month of: November 2018

Commission File Number: 001-38544

NAKED BRAND GROUP LIMITED

(Translation of registrant's name into English)

c/o Bendon Limited, Building 7C, Huntley Street, Alexandria, NSW 2015, Australia
(Address of Principal Executive Offices)

Indicate by check mark whether the registrant files or will file annual reports under cover Form 20-F or Form 40-F. Form 20-F Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

Indicate by check mark whether the registrant by furnishing the information contained in this Form is also thereby furnishing the information to the Commission pursuant to Rule 12g3-2(b) under the Securities Exchange Act of 1934. Yes No

If "Yes" is marked, indicate below the file number assigned to the registrant in connection with Rule 12g3-2(b): 82-_____.

Entry into a Material Definitive Agreement

On November 15, 2018 (the “Closing Date”), Naked Brand Group Limited (the “Company”) and its wholly-owned subsidiary, Bendon Limited, a New Zealand limited liability company (“Bendon”), entered into a Stock Purchase Agreement (the “Agreement”) with the shareholders of FOH Online Corp., a Delaware corporation (“FOH”), including Cullen Investments Limited (“Cullen”), a significant shareholder of the Company. Pursuant to the Agreement, subject to the satisfaction or waiver of certain conditions, the Company will purchase all of the issued and outstanding shares of FOH (the “Acquisition”).

Under the terms of the Agreement, the Company will pay a purchase price of approximately USD\$18.2 million, payable as follows (i) forgiveness by Bendon of debt owed to Bendon by FOH and Cullen, in the aggregate amount of approximately USD\$9.9 million, (ii) the issuance of 3,765,087 ordinary shares of the Company (the “Shares”) to FOH’s shareholders, valued at a price per share of USD\$2.20. The Company also agreed to satisfy certain obligations with respect to certain claims involving the parties. The Shares will be held in trust and may be released to Cullen to the extent not applied in satisfaction of such claims.

The completion of the Acquisition is subject to the notice period having expired under a notification injunction granted by the High Court of England and Wales that affects one of FOH’s shareholders, and no injunction against the Acquisition having been issued.

The Agreement contains customary representations, warranties, and covenants of the Company, Bendon, and FOH’s shareholders. The Company agreed to register the Shares for resale in the next Form F-1 Registration Statement that it files with the SEC.

A copy of the Agreement is attached as Exhibit 2.1 to this Report on Form 6-K and is incorporated herein by reference. The foregoing description of the Agreement does not purport to be complete and is qualified in its entirety by reference to the Agreement.

Regulation FD Disclosure

On November 15, 2018, the Company issued a press release announcing the Agreement, a copy of which is attached hereto as Exhibit 99.1.

The information contained in the press release is being furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), or otherwise subject to the liability of such section, nor shall such information be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Cautionary Note Regarding Forward-Looking Statements:

Any statements contained in this Report on Form 6-K that are not historical facts are forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements are generally identifiable by use of the words “believes,” “expects,” “intends,” “anticipates,” “plans to,” “estimates,” “projects,” or similar expressions. Such statements may include, but are not limited to, statements about the Registrant’s planned acquisition and acquisition financing, and other statements that are not historical facts. Such statements are based upon the beliefs and expectations of the Company’s management as of this date only and are subject to certain risks and uncertainties that could cause actual results to differ materially, including, without limitation, those items identified as “risk factors” in the Company’s most recently filed Annual Report on Form 20-F. Therefore, investors are cautioned not to place undue reliance on these forward-looking statements. The Company undertakes no obligation to revise or publicly release the results of any revision to these forward-looking statements, whether as a result of new information, future events or otherwise, other than as required by applicable law.

Exhibits

2.1 [Stock Purchase Agreement dated November 15, 2018.](#)

99.1 [Press Release dated November 15, 2018.](#)

SIGNATURE

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

Dated: November 21, 2018

NAKED BRAND GROUP LIMITED

By: /s/ Justin Davis-Rice

Name: Justin Davis-Rice

Title: Chief Executive Officer

STOCK PURCHASE AGREEMENT

**RELATING TO ALL OF THE ISSUED SHARE CAPITAL
OF FOH ONLINE CORP.**

BY AND AMONG

THE STOCKHOLDERS OF FOH ONLINE CORP.

AND

NAKED BRAND GROUP LIMITED

AND

BENDON LIMITED

AND

FOH ONLINE CORP.

**STRICTLY PRIVATE AND CONFIDENTIAL
CONTAINS MARKET SENSITIVE INFORMATION**

STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (“**Agreement**”), dated as of 15 November 2018 (the “**Effective Date**”), is entered into by and between (1) the parties listed in schedule 1 of this Agreement (together, the “**Sellers**” and each a “**Seller**”); (2) Naked Brand Group Limited, a limited liability public company incorporated in New South Wales, Australia with ACN 619 054 938 that is listed on Nasdaq (the “**Purchaser**”); (3) Bendon Limited, a limited liability company incorporated in New Zealand with company number 110935 (“**Bendon**”) and who is a wholly owned subsidiary of the Purchaser; and (4) FOH Online Corp., a Delaware corporation (the “**Company**”). Each of the parties to this Agreement are referred to herein together as the “**Parties**” and individually as a “**Party**”.

WHEREAS, the Sellers are the owners of all of the shares of stock on issue in the Company, as at the Effective Date and in the allocations and classes set out in schedule 1 of this Agreement (the “**Stock**”).

WHEREAS, the Parties have agreed to the sale and purchase of the Stock on the terms and conditions set out herein, which includes the release and discharge of various debt obligations between the Parties as set out herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, each of the Parties hereby agree as follows:

1. **DEFINITIONS.**

1.1 Definitions in this Agreement. In this Agreement, in addition to the terms defined above on page 1 of this Agreement, the following definitions apply:

“**CIL**” means Cullen Investments Limited, a limited liability company incorporated in New Zealand with company number 663610.

“**CIL Debt**” means US\$7,481,740, being the amount owing by CIL to Bendon.

“**Claimant**” means each of the claimants listed in schedule 3 of this Agreement.

“**Claimant Settlements**” means a written settlement and release of liability between each Claimant and H2H, Bendon and Naked, pursuant to which, in exchange for Naked Stock (in the intended allocations set out at schedule 3 of this Agreement) to be held on bare trust by H2H on the relevant Bendon Claimant’s behalf, that Claimant will fully and finally settle any claim actions, claims, rights, demands, liabilities, obligations and/or set-offs in connection with the shares or other securities that the relevant Claimant received, or considers or alleges, has alleged, claims or has claimed (whether in written or orally), that it should have received or was due in Bendon and/or Naked in connection with (i) the merger of Bendon and Naked Brand Group Inc., (ii) the capital raising undertaken in connection with such merger, and/or (iii) the listing of Naked on the Nasdaq (including, without limitation, any claims for misrepresentation, breach of warranties, misleading and deceptive conduct and negligence).

“**Company Debt**” means US\$2,461,858, being the amount owing by the Company to Bendon.

“**Conditions**” means the conditions for the Transaction as set out in clause 2.2.

“**Closing**” means the completion of the Transaction pursuant to clause 4, or the

time at which such performance is completed, subject always to satisfaction of the Conditions.

“**Closing Date**” means the date on which Closing occurs.

“**Encumbrances**” means any charge (whether fixed or floating), general security interest, security over all personal and after acquired personal property, purchase money security interest, mortgage, debenture, pledge, lien, hypothecation, title retention, deferred purchase option, restriction on transfer, right of pre-emption or right of first refusal and any other security interest or third party right, other than as arising at law or in equity and (for the avoidance of doubt) expressly excludes any restrictions on trading arising under the Securities Act.

“**H2H**” means Huntley 2 Holdings Pty Limited, a limited liability proprietary company incorporated in New South Wales, Australia with ACN 629 649 369.

“**Naked Stock**” means ordinary shares in the capital of the Purchaser, as listed on Nasdaq under the stock symbol “NAKD”.

“**Nasdaq**” means The Nasdaq Stock Market LLC.

“**Notification Injunction**” means the notification injunction granted by the High Court of England and Wales on 8 October 2018, a copy of which is attached at schedule 2 of this Agreement.

“**Proportionate Liability**” means, in respect of each Seller, an amount proportionate to that Seller’s percentage shareholding in the Company immediately prior to Closing.

“**Purchase Price**” has the meaning given to that term in clause 3.1.

“**Residual Bare Trust**” has the meaning given to that term in clause 7.1.

“**Residual Bare Trust Shares**” has the meaning given to that term in clause

7.2.1.

“**Securities Act**” has the meaning given to that term in clause 6.1.6.

“**Sunset Date**” has the meaning given to that term in clause 7.1.

“**Transaction**” means the transaction contemplated by this Agreement and any agreement or documents entered into, or to be entered into, pursuant to this Agreement.

2. SALE AND PURCHASE OF STOCK.

2.1 Sale and purchase. The Sellers agree to sell to the Purchaser, and the Purchaser agrees to purchase from the Sellers, the legal and beneficial title to the Stock that they respectively hold, as specified in schedule 1 of this Agreement, for the Purchase Price and on and subject to the terms and conditions set out herein.

2.2 Conditions. Closing is conditional in all respects on:

2.2.1 not less than 14 days prior written notice of the Transaction being given by CIL to the legal representatives of the Applicant under the Notification Injunction, strictly in accordance with the requirements of the Notification Injunction; and

2.2.2 the Transaction, or any part thereof, not being enjoined by any court of competent jurisdiction by the expiry of the notice period specified in clause 2.2.1 above.

Accordingly, Closing shall not be permitted to occur under this Agreement unless the Conditions are satisfied. If the Conditions are not, or cannot be, satisfied any party may (in its sole and absolute discretion) terminate this Agreement with

immediate effect by giving written notice of termination to the other parties. Either or both of the Conditions may be waived by Naked and Bendon giving written notice of waiver to the other parties.

2.3 Terms of sale. The Stock shall be sold to the Purchaser by the relevant Seller that is the holder of such Stock as specified in schedule 1 of this Agreement:

2.3.1 on and subject to the terms and conditions set out herein;

2.3.2 on Closing;

2.3.3 free and clear of any Encumbrances; and

2.3.4 with all rights, benefits and entitlements that attach to the Stock, including, for the avoidance of doubt, any declared but unpaid dividends or distributions, and where any amount, right, title or interest received or procured by the relevant Seller in connection with the Company after the Closing this will be held on trust solely for the Purchaser until it is fully and effectually transferred to the Purchaser.

2.4 Sellers' obligation. From the date of this Agreement until Closing or, if earlier, the termination of this Agreement as provided for herein, the Sellers must procure that the Company carries on its business in the ordinary and usual course and that no material decision is made in relation to the Company and its business without the prior written consent of the Purchaser (which shall not be unreasonably withheld by the Purchaser).

3. **PURCHASE PRICE.**

3.1 Purchase Price for the Stock. The Parties agree that the total, aggregate purchase price for the Stock is US\$18,226,788 (the "**Purchase Price**"), which shall be

satisfied on the basis set out in clause 3.2 below.

3.2 Satisfaction of the Purchase Price. The Parties agree that the Purchase Price shall be satisfied as follows:

- 3.2.1 by the Purchaser issuing to H2H, on Closing and in accordance with clause 4.3.1, the shares of Naked Stock specified and allocated in schedule 1 of this Agreement, which the Parties acknowledge applies a share price of US\$2.20 per share of Naked Stock;
- 3.2.2 by Bendon forgiving and releasing CIL from the CIL Debt in accordance with clause 4.4.1 with effect on and from Closing;
- 3.2.3 by Bendon forgiving and releasing the Company from the Company Debt in accordance with clause 4.4.2 with effect on and from Closing; and
- 3.2.4 by Naked and Bendon assuming the obligations in respect of the Claimant Settlements set out in clause 7.

4. **CLOSING.**

- 4.1 Closing Date. Closing shall take place before 5.00pm (EST) on the Closing Date.
- 4.2 Sellers' obligations. On Closing, the Sellers will deliver (or procure delivery) to the Purchaser:
 - 4.2.1 an appropriate and registrable stock transfer form for the Stock that each Seller holds (as specified in schedule 1 of this Agreement) in a form satisfactory to the Purchaser; and
 - 4.2.2 all original (or where originals do not exist, copies of) records, files,

books, accounts and information relating to the Company and its business, including all material commercial contracts, lists and databases of clients and suppliers, intellectual property records, transaction records, contracts, correspondence, tender documents and quotations, asset registers, financial and tax accounts and records, documents and correspondence (including that which is the subject of legal privilege) regarding litigation or disputes to which the Company is or has been party or interested whether as claimant or defendant, staff, wage and personnel records, information technology documentation and manuals and marketing and promotional materials.

4.3 Purchaser's obligations. On Closing, the Purchaser shall issue and allot to H2H the Naked Stock specified and allocated to it in schedule 1 of this Agreement, and (to the extent permitted by law) the Purchaser agrees to include the Naked Stock in the next Form F-1 Registration Statement filed by the Purchaser with the U.S. Securities and Exchange Commission following Closing.

4.4 Releases by Bendon. On Closing:

4.4.1 Bendon shall be deemed to have forgiven and released in full CIL from the CIL Debt, with the effect that such debt shall be fully satisfied and discharged from Closing in all respects.

4.4.2 Bendon shall be deemed to have forgiven and released in full the Company from the Company Debt, with the effect that such debt shall be fully satisfied and discharged from Closing in all respects.

5. **REPRESENTATIONS AND WARRANTIES.**

5.1 Sellers' representations and warranties. Each Seller represents and warrants as follows as at the date of this agreement and at Closing:

5.1.1 It has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder.

5.1.2 It has taken all necessary corporate action, including obtaining the necessary contractual consents, to authorize the execution of this Agreement.

5.1.3 When executed and delivered by it, this Agreement will constitute the legal, valid and binding obligation of the Seller, enforceable against it in accordance with its terms.

5.1.4 It is the sole legal owner of its Stock as specified in schedule 1 of this Agreement with full title to such Stock and has full power and authority to sell the legal and beneficial interest in such Stock to the Purchaser on the terms set out herein.

5.1.5 Its Stock is not, and will not be on Closing, subject to any Encumbrance.

5.1.6 The Seller (in respect of H2H only and not for the avoidance of doubt CIL) is an "accredited investor" as defined in Regulation D under the Securities Act of 1933, as amended (the "Securities Act"); has such knowledge, skill and experience in business, financial and investment matters and is capable of evaluating the merits and risks of an investment

in the Naked Stock; is familiar with the business and financial condition and operations of the Purchaser; has had access to such information concerning the Purchaser and the Naked Stock as it deems necessary to enable it to make an informed investment decision concerning the purchase of the Naked Stock; is acquiring the Naked Stock solely for its own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Naked Stock; understands that the Naked Stock are "restricted securities" under applicable federal securities laws; and understands that that the certificates representing the Naked Stock will bear a legend making reference to the restrictions on transfer under the Securities Act.

- 5.1.7 It is not aware of any circumstances which have not been disclosed to the Purchaser in writing which might reasonably be expected to materially and adversely affect the financial position or prospects of the Company's business or the value of the Stock.
- 5.1.8 The Company is not, nor has it been a party to, except for those previously disclosed in writing by either Seller to the Purchaser, any prosecution, litigation, arbitration proceedings or any other form of mediation or dispute resolution, or so far as the Seller is aware, subject to any investigation by any statutory or regulatory body (other than as the same has been disclosed in writing to the Purchaser before the date of this Agreement, including for the avoidance of doubt in respect of *FOH Online Corporation d/b/a Frederick's of Hollywood vs. Branded Online, Inc., et*

al; Orange County Superior Court Case No.: 30-2016-00864604-CU-BC-CJC).

5.1.9 No notice has been received by the Company or the Seller that any investigation, prosecution, litigation, proceedings or any other form of mediation or dispute resolution relating to the Company and/or its business are pending or threatened, and there are no circumstances which might give rise to any investigation, prosecution, litigation, proceeding or any other form of mediation or dispute resolution in respect of the Company and/or its business (other than as the same as been disclosed in writing to the Purchaser before the date of this Agreement).

5.2 Purchaser's representations and warranties. The Purchaser represents and warrants as follows as at the date of this agreement and at Closing:

5.2.1 It has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder.

5.2.2 It has taken all necessary corporate action to authorize the execution of this Agreement by its representative whose signature is set out at the end hereof.

5.2.3 When executed and delivered by it, this Agreement will constitute the legal, valid and binding obligations of the Purchaser, enforceable against it in accordance with its terms.

5.2.4 When issued and delivered in accordance with this Agreement, the Naked

Stock shall: (i) be duly and validly authorized, issued and outstanding; (ii) be fully paid and non-assessable; and (iii) be free and clear of any liens, including, claims or rights under any voting trust agreements, shareholder agreements or other agreements, and not subject to any preemptive rights (subject only to the applicable trading restrictions imposed by the Securities Act).

5.3 Bendon's representations and warranties. Bendon represents and warrants as follows as at the date of this agreement and at Closing:

5.3.1 It has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder.

5.3.2 It has taken all necessary corporate action to authorize the execution of this Agreement by its representative whose signature is set out at the end hereof.

5.3.3 When executed and delivered by it, this Agreement will constitute the legal, valid and binding obligation of Bendon, enforceable against it in accordance with its terms.

6. **LIMITATION OF LIABILITY.**

6.1 Liability. Each Seller's individual monetary liability for any claim or otherwise under and relating to this Agreement shall be several and limited to that Seller's Proportionate Liability. Each other Party's liability shall be limited to an amount equal to the monetary value for which they are providing on Closing under this

Agreement.

7. POST-CLOSING OBLIGATIONS

7.1 Claimant Settlements. Subject to and with effect on and from Closing, for a period of 6 months after Closing (the “Sunset Date”) Naked and Bendon shall use reasonable commercial efforts in order to procure the Claimant Settlements (except to the extent that such settlements have already occurred and the relevant settlement constitutes a share reimbursement, as indicated in schedule 3 of this Agreement). Such settlements shall be on terms that are the best that Naked and Bendon consider that they can obtain from each Claimant in the circumstances. H2H agrees to take all actions as Bendon and Naked reasonably require in order to procure the Claimant Settlements. If not all of the Claimant Settlements can be obtained by the Sunset Date, any Naked Stock that has not been allotted under a bare trust and/or transferred as part of a Bendon Investor Settlement shall be held on bare trust by H2H for CIL on the terms set out in clause 7.2 (the “**Residual Bare Trust**”).

7.2 Terms of the Residual Bare Trust. In respect of the Residual Bare Trust, H2H shall:

7.2.1 whenever called upon in writing, promptly transfer the Naked Shares held for CIL under the Residual Bare Trust (the “**Residual Bare Trust Shares**”) to CIL (or its nominee);

7.2.2 vote at any shareholder meeting of Naked in such manner as directed by CIL in respect of its Residual Bare Trust Shares;

- 7.2.3 sign any written resolutions in respect of the relevant Residual Bare Trust Shares in such manner as directed by CIL;
- 7.2.4 give any consent, approval, agreement, waiver, ratification or other authorisation required by CIL in respect of its Residual Bare Trust Shares;
- 7.2.5 deliver to CIL all notices, letters, reports, demands, offers, agreements and other documents and communications received as the registered holder of its Residual Bare Trust Shares and seek and act upon the written instructions of CIL in respect of those Residual Bare Trust Shares;
- 7.2.6 account to CIL for any and all proceeds from the Residual Bare Trust Shares, whether in the form of dividends, distributions or otherwise, as soon as reasonably practicable after receipt of the same; and
- 7.2.7 only exercise any right attaching to the Residual Bare Trust Shares in accordance with the instructions of CIL.

8 MISCELLANEOUS.

- 8.1 Further Assurances. On a Party's reasonable request, each Party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.
- 8.2 Entire Agreement. This Agreement, and all agreements related to the subject matter hereof being signed on or about the same date, are the entire agreement of the Parties to this Agreement regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings,

agreements, representations and warranties, both written and oral, regarding such matter.

8.3 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of New York as an agreement made and to be performed entirely within such jurisdiction.

8.5 Severability. If any Section or provision of this Agreement, or the application of such Section or provision, is held invalid, the remainder of this Agreement and the application of such Section or provisions to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

8.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. This Agreement may be executed and delivered by electronic transmission with the same effect as if a mutually signed original were personally delivered.

8.7 Assignment. No Party may assign, sell or otherwise transfer this Agreement or the rights and obligations hereunder, by operation of law or otherwise, without the prior written consent of the other Parties.

8.8 Confidentiality. The terms (but not existence) of this Agreement are confidential as between the Parties and any of their respective advisors to whom disclosure is


required to be made in furtherance of the terms set out herein, and in compliance of any applicable audit, legal and regulatory obligations; provided that any Party may disclose this Agreement or the terms set out herein if required by the SEC or Nasdaq rules.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the

Effective Date.

CULLEN INVESTMENTS LIMITED



Signature

By: *Eric John Watson / Mary Therese Watson-Burton*
Title: *Directors*

HUNTLEY 2 HOLDINGS PTY LIMITED

Signature

By:
Title:

NAKED BRAND GROUP LIMITED

Signature

By:
Title:

BENDON LIMITED

Signature

By:
Title:

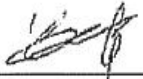
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the
Effective Date.

CULLEN INVESTMENTS LIMITED

Signature

By:
Title:

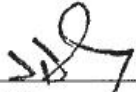
HUNTLEY 2 HOLDINGS PTY LIMITED



Signature

By: *Ye Zhu*
Title: *Director*

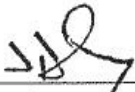
NAKED BRAND GROUP LIMITED



Signature

By: *Justin Ashley Davis-Rice*
Title: *Director*

BENDON LIMITED



Signature

By: *Justin Ashley Davis-Rice*
Title: *Director*

FOH ONLINE CORP.



Signature

By: *Daniel Davis*
Title: *Director*

November 15, 2018



Naked Brand Group Limited Completes Acquisition of Fredericks of Hollywood Global E-Commerce Licensee, FOH Online Corp.

SYDNEY, Australia, Nov. 15, 2018 (GLOBE NEWSWIRE) -- [Naked Brand Group Limited \(NASDAQ: NAKD\)](#), a global leader in intimate apparel and swimwear ("Naked"), has closed its previously announced acquisition of the shares of [FOH Online Corp.](#) ("FOH"), the exclusive licensee of the Frederick's of Hollywood brand for global e-commerce business.

The acquisition of FOH will secure the revenue Naked currently books under a sublicense with FOH. As a result of the acquisition, Naked will control FOH's exclusive license with the brand owner, Authentic Brands Group, which runs through 2020 and may be extended at FOH's option through 2070. The Frederick's of Hollywood e-commerce business generated net sales of approximately \$20.0 million for the trailing twelve months ended June 30, 2018, a 22% increase as compared to \$16.5 million for the trailing twelve months ended June 30, 2017.

Since 1946, Frederick's of Hollywood has set the standard for innovative apparel, introducing the push-up bra, the padded bra, and black lingerie to the United States market. The brand's rich history has led it to become one of the most recognized in the world.

Financial Outlook

Management expects the Frederick's of Hollywood e-commerce business to generate \$25.0 million in revenue for the fiscal year ended January 31, 2019, achieving double digit sales growth compared to the fiscal year ended January 31, 2018 and representing a positive contribution to the Company's overall performance.

Management Commentary

"The Frederick's of Hollywood e-commerce business is an ideal fit with Naked," said Justin Davis-Rice, Chief Executive Officer of Naked Brand Group Limited. "We are pleased to see that Frederick's of Hollywood sales have grown at such a rapid rate in response to key improvements made over the last year. This is a clear indication that the strategic pivot to make Frederick's of Hollywood a mobile platform with multiple enhancements is not only

driving improved customer retention, but also new sales. We believe the acquisition provides a strong platform to drive the next phase of growth of our e-commerce business and offers key opportunities for future operating synergies with our extensive wholesale and retail distribution channels," concluded Mr. Davis-Rice.

Terms of the Deal

The purchase price was \$18.2 million, consisting of approximately 3.8 million ordinary shares of Naked priced at \$2.20 per share and the forgiveness of \$9.9 million of long-term debt held by Naked.

About Naked Brand Group Limited

Naked Brand Group Limited (NASDAQ: NAKD) is a leading intimate apparel and swimwear company with a diverse portfolio of brands. The company designs, manufactures and markets a portfolio of 11 company-owned and licensed brands, catering to a broad cross-section of consumers and market segments. Brands include Naked, Bendon, Bendon Man, Davenport, Fayreform, Hickory, Lovable, Pleasure State, Heidi Klum Intimates, Heidi Klum Man, Heidi Klum Swim. Naked Brand Group Limited products are available in 44 countries worldwide through 6,000 retail doors, a growing network of e-commerce sites and 61 company-owned Bendon retail and outlet stores in Australia and New Zealand. Brands are distributed through premier department stores, specialty stores, independent boutiques and third-party e-commerce sites globally, including Macy's, Nordstrom, Saks Fifth Avenue, Harrods, Selfridges, Amazon and ASOS among others. For more information please visit www.nakedbrands.com.

Forward-Looking Statements

This communication contains "forward-looking statements" within the meaning of the safe harbor provisions of the U.S. Private Securities Litigation Reform Act of 1995. Forward-looking statements include all statements that are not historical facts. Such statements may be, but need not be, identified by words such as "may," "believe," "anticipate," "could," "should," "intend," "plan," "will," "aim(s)," "can," "would," "expect(s)," "estimate(s)," "project(s)," "forecast(s)," "positioned," "approximately," "potential," "goal," "pro forma," "strategy," "outlook" and similar expressions. Examples of forward-looking statements include, among other things, statements regarding future or projected financial performance, annualized financial performance, future growth in our business, trends in our industry, product innovation, acquisition synergies and efficiencies, and operational expansion. All such forward-looking statements are based on management's current beliefs, expectations and assumptions, and are subject to risks, uncertainties and other factors that could cause actual results to differ materially from the results expressed or implied in this communication. Among the key factors that could cause actual results to differ materially from those expressed or implied in the forward-looking statements are the following: our ability to integrate the operations of the FOH business; the risk that the projected value creation and efficiencies from the transaction with the FOH will not be realized; difficulties in maintaining customer, supplier, employee, operational and strategic relationships; the possibility that a robust market for Naked's shares may not develop; our ability to raise additional financing; our ability to anticipate consumer preferences; and the other risks and uncertainties set forth under "Risk Factors" in our Annual Report on Form

20-F for the fiscal year ended January 31, 2018. Further, investors should keep in mind that our revenue and profits can fluctuate materially depending on many factors. Accordingly, our revenue and profits in any particular fiscal period may not be indicative of future results. We are under no obligation to, and expressly disclaim any obligation to, update or alter our forward-looking statements, whether as a result of new information, future events, changes in assumptions or otherwise, except as required by law.

Investor Contact

Joel Primus
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