



Delivery Hero

Invitation to the Delivery Hero SE Annual General Meeting

June 14, 2023



DELIVERY HERO SE

BERLIN

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CONVOCAATION OF THE ANNUAL GENERAL MEETING 2023

On

Wednesday, June 14, 2023, at 10:00 a.m. CEST,

in the premises of

Grünebaum Gesellschaft für Event-Logistik mbH „The Burrow Berlin“, Lützowplatz 15 /
Karl-Heinrich-Ulrichs-Straße 22/24, 10785 Berlin,

the **Annual General Meeting of Delivery Hero SE, with registered seat in Berlin**, will be held in the form of a **virtual annual general meeting without the physical presence of shareholders or their proxies** at the place of the annual general meeting.

We cordially invite our shareholders to the virtual Annual General Meeting.

Duly registered shareholders and their proxies can access the virtual Annual General Meeting by means of electronic communication on the internet via the online Annual General Meeting portal (“Investor Portal”) and exercise their voting rights and other shareholder rights. The password-protected Investor Portal for the Annual General Meeting is available at

<https://ir.deliveryhero.com/agm>.

For further information on the audio and video transmission of the Annual General Meeting, please refer to the section "Further Information and Instructions" printed at the end of this agenda.

Shareholders and their proxies may exercise their voting rights - even if they have authorized third parties - exclusively by means of electronic communication via electronic absentee voting or by granting power of attorney and issuing instructions to the proxies appointed by the Company.

The place of the Annual General Meeting within the meaning of the German Stock Corporation Act (*Aktiengesetz – AktG*) are the premises of Grünebaum Gesellschaft für Event-Logistik mbh “The Burrow Berlin”, Lützowplatz 15 / Karl-Heinrich-Ulrichs-Straße 22/24, 10785 Berlin. Shareholders and their proxies (except for proxies appointed by the Company) have no right or opportunity to be present at the place of the meeting.

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II. AGENDA

- 1. Presentation of the adopted annual financial statements and the approved consolidated financial statements for the financial year 2022, together with the combined management report for Delivery Hero SE and the Group, the combined non-financial group report for Delivery Hero SE and the Group and the report of the Supervisory Board on the information required pursuant to Sections 289a para. (1), 315 para. (1) of the German Commercial Code (*Handelsgesetzbuch – HGB*)***

The Supervisory Board approved the annual financial statements and the consolidated financial statements as prepared by the Management Board. The annual financial statements have therefore been adopted in accordance with Section 172 AktG. No resolution needs to be adopted by the Annual General Meeting in respect of this agenda item 1. The documents relating to this agenda item 1 are available on the Company's website

<https://ir.deliveryhero.com/agm>.

**The relevant provisions for stock corporations domiciled in Germany, in particular the provisions of the HGB and the AktG, apply to the Company due to the referral rules set out in Art. 5, Art. 9 (1) lit. c) ii), Art. 53 as well as Art. 61 of Council Regulation (EC) No 2157/2001 of October 8, 2001 on the Statute for a European company (SE) ("SER") unless otherwise provided for by any more specific rules of the SER.*

- 2. Discharge of the Management Board for the financial year 2022**

The Management Board and the Supervisory Board propose to grant discharge to the members of the Management Board of the Company who were in office in the financial year 2022 in respect of this period.

- 3. Discharge of the Supervisory Board for the financial year 2022**

The Management Board and the Supervisory Board propose to grant discharge to the members of the Supervisory Board of the Company who were in office in the financial year 2022 in respect of this period.

3.1 Dr. Martin Enderle

3.2 Patrick Kolek

3.3 Jeanette L. Gorgas

3.4 Nils Engvall

3.5 Gabriella Ardbo

3.6 Dimitrios Tsaousis

It is intended for the Annual General Meeting to resolve on granting discharge separately for each Supervisory Board member.

4. Resolution on the appointment of the auditor and the auditor of the consolidated financial statements as well as the auditor of interim financial reports and any other financial information of the Company during the financial year

Based on the recommendation of its Audit Committee, the Supervisory Board proposes that:

KPMG AG Wirtschaftsprüfungsgesellschaft, Berlin, be appointed as the auditor of the annual financial statements and the consolidated financial statements for the financial year 2023 and for a review of the interim financial reports and, if applicable, of additional interim financial information within the meaning of Section 115 para. (7) of the German Securities Trading Act (*Wertpapierhandelsgesetz – WpHG*) prepared prior to the Annual General Meeting in 2024 and as far as a review is commissioned.

The Audit Committee has declared that its recommendation is free from undue influence by third parties and that no clause limiting the selection options within the meaning of Article 16 para. (6) of the EU Statutory Audit Regulation has been imposed on it (Regulation (EU) No. 537/2014 of the European Parliament and of the Council of April 16, 2014).

5. Resolution on the approval of the compensation report for the financial year 2022

Due to the amendment of the German Stock Corporation Act (AktG) by the Act Implementing the Second Shareholders' Rights Directive (ARUG II) of December 12, 2019 (BGBl. I no. 50 2019, p. 2637), the Management Board and Supervisory Board of listed companies must annually prepare a clear and comprehensible report pursuant to Section 162 AktG on the compensation granted and owed to the members of the Management Board and Supervisory Board in the previous financial year and submit it to the Annual General Meeting for approval pursuant to Section 120a para. (4) AktG.

The compensation report prepared by the Management Board and the Supervisory Board for the financial year 2022 was audited by the auditor of Delivery Hero SE, the KPMG AG Wirtschaftsprüfungsgesellschaft, Berlin, pursuant to Section 162 para. (3) AktG, to determine whether the legally required disclosures pursuant to Section 162 para. (1), (2) AktG were made.

The report on the audit of the compensation report is attached to this report.

The Management Board and the Supervisory Board propose the approval of the compensation report of Delivery Hero SE for the financial year 2022.

The compensation report for the financial year 2022 and the auditor's report on the audit are included in the annex to this agenda item 5.

It is also made available on the Company's website at

<https://ir.deliveryhero.com/agm>

and will also remain available during the General Meeting.

Annex to agenda item 5 – compensation report for the financial year 2022

1 COMPENSATION REPORT 2022

A. PREAMBLE

The following Compensation Report complies with the requirements of the German Stock Corporation Act (*Aktiengesetz – AktG*), especially Section 162 AktG, and also takes the principles, recommendations and suggestions of the German Corporate Governance Code (*Deutscher Corporate Governance Kodex*) in its version as of December 16, 2019 and its version as of April, 28, 2022, published in the German Federal Gazette on June 27, 2022 (hereinafter “GCCG”), as well as investor’s expectations into account. The basic features of the compensation system for Management and Supervisory Board members are described, and information is provided with respect to the compensation awarded and due to the members of the Management Board and the Supervisory Board of Delivery Hero SE in 2022. Delivery Hero SE (the “Company”) and its consolidated subsidiaries together form the Delivery Hero group (the “Group”).

The Compensation Report was audited by KPMG AG Wirtschaftsprüfungsgesellschaft (“KPMG”) as part of the audit of the annual financial statements, and in addition to the legal requirements of Section 162 (3) AktG, also substantively audited. Pursuant to Section

120a (4) AktG, the Annual General Meeting will vote on June 14, 2023 on the audited compensation report. Following the vote on the audited compensation report, the Compensation Report as well as the report on the respective audit are also published on the Company's website <https://ir.deliveryhero.com/compensation> (link unaudited by KPMG). Additionally, the compensation report can be found on the Company's website at <https://ir.deliveryhero.com/agm> (link unaudited by KPMG) as soon as the Annual General Meeting 2023 is convened.

B. ESSENTIAL DEVELOPMENTS

In financial year 2022, the economic development was heavily impacted by Russia's invasion in Ukraine, China's further disruption to the global supply chain as it adopted zero tolerance to new COVID-19 cases, rising consumer prices (especially for energy and food prices), and tightened central bank monetary policy with higher interest rates.

The performance of the DH Group in 2022 was essentially characterized by shifting from a growth-first mentality to focus on improving profitability. Despite the volatile macroeconomic environment, Delivery Hero significantly grew its gross merchandise value (GMV) and Total Segment Revenue.

In the current financial year 2022, there were no changes of the members of Delivery Hero SE's Management Board. In previous year, Delivery Hero SE's Management Board was expanded from two to three members. In addition to the existing Management Board members Niklas Östberg (CEO) and Emmanuel Thomassin (CFO), the Supervisory Board had appointed Pieter-Jan Vandepitte as Chief Operating Officer as the third Management Board member effective as of May 3, 2021. Since then, Pieter-Jan Vandepitte has been responsible for the international markets, sales, customer care, and business intelligence.

In financial year 2021, taking into account the Act on the Implementation of the Second Shareholders' Rights Directive (ARUG II) and the revised GCGC in the version as of December 16, 2019, the Supervisory Board resolved changes to the compensation system for Management Board members and submitted the compensation system to the Annual General Meeting for approval on June 16, 2021 under Agenda Item 5. The Annual General Meeting approved the compensation system for Management Board members by a majority of 86.36%.

In accordance with the statutory requirements, the Supervisory Board will apply the new compensation system to all service agreements with members of the Management Board of Delivery Hero SE that are newly entered into, amended, or extended after the expiration of two months following the initial approval of the compensation system by the Annual General Meeting. Since January 1, 2022, the components of the new compensation system, with the exception of the maximum compensation, are also applied to the currently existing Management Board service agreements.

Besides the changes in the Management Board compensation system, the Supervisory Board proposed changes to the compensation for Supervisory Board members to the Annual General Meeting on June 16, 2021. The Annual General Meeting approved the new compensation for Supervisory Board members by a majority of 99.79%.

Further, on June 16, 2022, the Annual General Meeting approved the Compensation Report 2021 by majority of 83.77%.

This positive result affirms the Supervisory Board's decision not to make any changes to the Management Board compensation system in financial year 2022 and to continue the transparent presentation also for the Compensation Report 2022. Since January 1, 2022, the new Management Board compensation system (except for the maximum compensation) is now applicable to all Management Board members, including the malus and clawback provisions. The Supervisory Board regularly reviews the Management Board compensation system and also takes into account the voting and statements of the shareholders, especially with regard to the amount of compensation and the performance target for the long-term variable compensation component. This performance target is derived from the corporate strategy and defined as the compound annual growth rate ("CAGR") of Group revenue over the performance period. The Supervisory Board is of the opinion that this CAGR target also supports the Company's focus on profitability.

C. SUMMARY OF THE COMPENSATION SYSTEM OF THE MANAGEMENT BOARD

The compensation system for financial year 2022 of the Management Board of Delivery Hero SE can be summarized as follows:

MANAGEMENT BOARD COMPENSATION SYSTEM

Compensation element	Compensation system (starting with the financial year 2022)
Non-performance-based components	
Base salary	<ul style="list-style-type: none"> – Fixed compensation which is paid in twelve monthly installments
Fringe benefits	<ul style="list-style-type: none"> – Reimbursement of travel costs and other business-related expenses (personal budget to cover costs of commuting between place of residence and place of work) – Contributions to health and nursing care insurance, grant of accident insurance, D&O insurance – Costs of a preventive medical examination – Possibility to grant a one-time payment to new members of the Management Board upon taking office to compensate for forfeited compensation at the previous employer
Performance-based components	
Short-Term Incentive (STI)	<ul style="list-style-type: none"> – Plan type: target bonus – Performance criterion: ESG targets <ul style="list-style-type: none"> – Targets are selected prior to each year – Criteria catalog which is based on the four important pillars of the sustainability strategy – Cap: 150% of the target amount – Settlement: in cash after the respective financial year
Long-Term Incentive Plan (LTIP)	<ul style="list-style-type: none"> – Plan type: Stock Option Plan – Performance period: four years – Performance condition: CAGR of revenue – Waiting period: four years – Exercise period: two years – Settlement: in equity
Further contractual components	
Maximum compensation ¹	<ul style="list-style-type: none"> – Chief Executive Officer: €12,000,000 – Ordinary Board Members: €9,000,000
Malus and clawback	<ul style="list-style-type: none"> – Full or partial reduction/repayment of variable compensation in case of material compliance breaches or in the event of an incorrect consolidated financial statements
Severance payment cap	<ul style="list-style-type: none"> – Limited to two years' total compensation, but not exceeding the remaining term of the service agreement ("severance payment cap") – A severance payment has been agreed with one member of the Management Board in the event of a change of control, the amount of which may not exceed the severance payment cap
Non-competition clause	<ul style="list-style-type: none"> – For the duration of two years, entitlement to compensation amounting to 50% of the last contractually received compensation (offset with severance payment)

¹ In accordance with the statutory requirements, the maximum compensation will apply to all service agreements with members of the Management Board of Delivery Hero SE that are newly entered into, amended or extended after the expiration of two months following the initial approval of the compensation system by the Annual General Meeting (Section 87a para. (2) sent. 1 AktG, Section 26j para. (1) sent. 2 EGAktG).

D. BASIC PRINCIPLES OF THE COMPENSATION SYSTEM OF THE MANAGEMENT BOARD

Basic principles

The overarching objectives of the Management Board compensation system of the Company are to set market oriented incentives for sustainable growth, increasing shareholder value and maximum transparency. The compensation incentives for the members of the Management Board are intended to encourage the sustainable, long-term development of the Company, to promote the corporate strategy, and ultimately to increase the value of the Company and support its focus on improving profitability. In the course of continuous development, added value will be created: for shareholders, for

employees, for customers, and for the Company itself. As a Company with a pronounced entrepreneurial culture, there will be a strong performance approach, shareholder value will be a main focus, and the long-term incentive system will apply uniformly to members of the Management Board as well as other employees. By means of a highly pronounced variable compensation component compared to the low fixed compensation, a very strong alignment with investor's interests is achieved and the implementation of an

GUIDANCE FOR THE MANAGEMENT BOARD COMPENSATION

We aim for...	We avoid ...
✓ ... applying high long-term oriented, performance-based compensation which is "at risk"	✗ ... lack of transparency
✓ ... setting market oriented incentives for sustainable growth to promote the corporate strategy	✗ ... paying discretionary special bonuses
✓ ... increasing shareholder value through share-based compensation	✗ ... paying high proportion of non-performance-based compensation components
✓ ... fostering entrepreneurial culture	✗ ... high short-term orientation of the variable compensation at the expense of long-term success
✓ ... setting appropriate and market oriented compensation	✗ ... setting different incentives for the Management Board as well as other employees
✓ ... implementing transparent and quantifiable ESG targets (starting 2022)	✗ ... rewarding similar target achievement through setting the same targets in the STI and LTIP
✓ ... regulatory conformity with the legal requirements	✗ ... any kind of pension commitments which are at the expense of the company's performance

entrepreneurial culture is front and center.

Appropriateness of the compensation

The Supervisory Board adopted the compensation system for Management Board members as proposed by the Remuneration Committee. The compensation system and the appropriateness of the total compensation as well as the individual compensation components are regularly reviewed and, if necessary, adjusted. In doing so, the Supervisory Board takes into account the requirements of the AktG and the recommendations and suggestions of the GCGC.

Criteria for the appropriateness of the compensation are the duties of the individual Management Board member, personal performance as well as the economic situation and future prospects of Delivery Hero SE. In addition, the Supervisory Board pays particular attention that the compensation of the members of the Management Board is competitive but appropriate and does not exceed common market compensation levels. The assessment of the compensation's accordance with common market compensation levels is made both in comparison to other companies (horizontal assessment) and within Delivery Hero SE on the basis of the ratio of the compensation of the Management Board

to the compensation of the upper management and the workforce as a whole (vertical assessment).

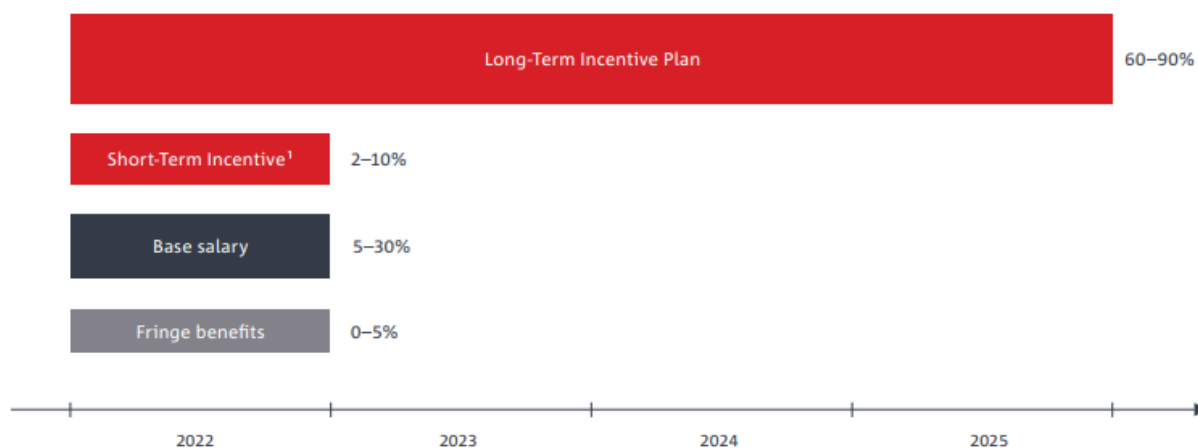
In its last review of the appropriateness of the compensation level and structure, the Supervisory Board of Delivery Hero SE was assisted by independent external compensation experts. In terms of size and origin, the Supervisory Board defined the DAX and MDAX companies as a suitable peer group for the horizontal assessment. Therefore, the economic situation and future prospects of Delivery Hero SE were considered on the basis of the size criteria revenue, employees, and market capitalization. For the purpose of the vertical assessment, the compensation of the Management Board of Delivery Hero SE was compared with the compensation of the two levels below the Management Board of the Company (“Upper Management”) as well as with the average compensation of the employees of Delivery Hero SE in Germany, also over time.

Structure of the total target compensation

The current compensation system for Management Board members consists of two main components: the non-performance-based fixed compensation and the performance-based variable compensation component. The fixed compensation components comprise the base salary and fringe benefits, but explicitly do not comprise any company pension scheme (pension commitments). The variable compensation consists of a long-term variable compensation component (“Long-Term Incentive Plan” or “LTIP”) and a short-term variable compensation component (“Short-Term Incentive” or “STI”).

The base salary represents 5% to 30% of the total target compensation (as the sum of fixed and variable compensation) of a member of the Management Board, while the fringe benefits represent 0% to 5%. The additional short-term incentive, starting with financial year 2022, will represent between 2% and 10% of the total target compensation, while the LTIP's proportion of the total target compensation ranges from 60% to 90%.

COMPENSATION STRUCTURE (RELATIVE SHARE IN % OF TOTAL TARGET COMPENSATION)



¹ From financial year 2022.

Total target compensation in financial year 2022

The following table shows the contractually agreed total target compensation for each member of the Management Board for financial year 2022 and the previous financial year 2021. Fringe benefits represent expenses in the respective financial year

TOTAL TARGET COMPENSATION OF THE MANAGEMENT BOARD

	Niklas Östberg CEO				Emmanuel Thomassin CFO				Pieter-Jan Vandepitte COO (since 03.05.2021)			
	2022		2021		2022		2021		2022		2021	
	in kEUR	in %	in kEUR	in %	in kEUR	in %	in kEUR	in %	in kEUR	in %	in kEUR	in %
Base salary	350	8%	350	8%	350	15%	350	16%	350	15%	350	16%
Fringe benefits	25	1%	25	1%	0	0%	0	0%	0	0%	0	0%
Short-Term Incentive ^a	150	3%	–	–	100	4%	–	–	100	4%	–	–
Sum	525	12%	375	9%	450	20%	350	16%	450	20%	350	16%
Long-Term Incentive Plan	4,000	88%	4,000	91%	1,850	80%	1,850	84%	1,850	80%	1,850	84%
LTIP 2018 – Tranche 2021	–	–	4,000	91%	–	–	1,850	84%	–	–	1,850	84%
LTIP 2018 – Tranche 2022	4,000	88%	–	–	1,850	80%	–	–	1,850	80%	–	–
Total target compensation	4,525	100%	4,375	100%	2,300	100%	2,200	100%	2,300	100%	2,200	100%

¹ The amount depends on target achievement. The stated target amount refers to 100% target achievement. The amount paid out as an ESG bonus is capped at 150% of the target amount. There is no guaranteed minimum target achievement, so complete loss of the STI is possible.

E. APPLICATION OF THE COMPENSATION SYSTEM OF THE MANAGEMENT BOARD IN 2022

1. Non-performance-based compensation

a) Base salary

The annual base salary of the Management Board members is paid out in twelve equal monthly installments.

b) Fringe benefits

In addition to reimbursement of travel expenses and other business-related expenses, the Management Board members received monthly contributions to their health and nursing care insurance as provided by law. There are no pension commitments or retirement benefit agreements.

Management Board members receive accident insurance with coverage of € 350,000 in the event of death and € 800,000 in the event of disability. Additionally, the Company assumes the costs of a preventive medical examination every two years.

In addition, Niklas Östberg has been granted a personal budget of € 25,000 that covers the costs of commuting between his place of residence and place of work upon presentation of receipts.

All members of the Management Board are insured against the liability risk of financial losses from performing their duties through a D&O insurance policy taken out at Delivery Hero's expense with a deductible of 10% of the loss up to one-and-a-half times the annual base salary in accordance with the provisions of the AktG. The contributions to the D&O insurance are not included in the fringe benefits.

2. Performance-based compensation

a) Short-Term Incentive

For the first time after the introduction of the new compensation system, an annual bonus (STI) has been defined for financial year 2022 based exclusively on the achievement of environment, social and governance (ESG) targets. The path to achieving the corporate objectives plays an important role in the Company and the entrepreneurial activities will therefore not be only geared towards the financial corporate success. Rather, the corporate culture will also be promoted and the Company will live up to its responsibility as part of the society. For this reason, non-financial ESG targets also play a significant role in the compensation of the Management Board.

The STI is structured as a target bonus with a one-year assessment period corresponding to the Company's financial year and is calculated based on an overall target achievement of previously defined and quantifiable ESG targets assessed by the Supervisory Board. The Supervisory Board adopted a specific target amount in EUR ("Target Amount") for each Management Board member for the defined ESG targets. For each ESG target, the Supervisory Board defined a target value (100% target achievement), a threshold value

(80% target achievement), and a maximum value (150% target achievement). There is no guaranteed minimum target achievement and complete loss of the STI is possible. The payout amount is limited to 150% of the Target Amount.

SHORT-TERM INCENTIVE (STI)



Following the preparation and discussions within the Remuneration Committee, the Supervisory Board defined the ESG targets for the 2022 STI as follows (each weighting 33.3%):

¹ Markets closed, sold, or consolidated after January 1, 2022 are not included.

ESG TARGETS

Environment Target	Social Target	Governance Target
Sale of sustainable packaging units to restaurant partners in markets with active or developing packaging initiatives.	Reporting of requested rider safety data from the 46 markets under Delivery Hero management as of 31 December 2021 ("DH Markets") ¹ .	Data protection training of Delivery Hero's Relevant Headcount. ²
<ul style="list-style-type: none"> - Threshold value: sale of 8 million units - Target value: sale of 10 million units - Maximum value: sale of 15 million units 	<ul style="list-style-type: none"> - Threshold value: 80.0% of DH Markets reporting any requested rider safety data - Target value: 100.0% of DH Markets reporting any requested rider safety data - Maximum value: 100.0% of DH Markets reporting all requested rider safety data 	<ul style="list-style-type: none"> - Threshold value: training of 32.0% of Relevant Headcount - Target value: training of 40.0% of Relevant Headcount - Maximum value: training of 60.0% of Relevant Headcount

² The relevant headcount of group employees as of January 1, 2022 is 31,606 ("Relevant Headcount"). Not included in the Relevant Headcount are: (i) employees of Europe based group entities due to applicable regulatory requirements of data protection trainings, (ii) employees of former group entities sold after January 1, 2022, and (iii) riders and freelancers

After the end of financial year 2022, the Supervisory Board assessed the target achievement rate for each of the defined ESG targets. Values between the threshold value, target value, and maximum value are interpolated linearly.

TARGET ACHIEVEMENT RATE PER INDIVIDUAL TARGET IN FINANCIAL YEAR 2022:

<ul style="list-style-type: none"> - 2.7 million units sold - Target achievement rate: 0.0%³ 	<ul style="list-style-type: none"> - 98.0% of DH Markets reported any rider safety data - Target achievement rate: 98.0% 	<ul style="list-style-type: none"> - 42.4% of Relevant Headcount trained - Target achievement rate: 106.0%
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³ As the threshold value was not reached, the target achievement rate amounts to 0.0%. In the opinion of the Supervisory Board and the Management Board, the 2022 sustainable packaging program pilot did not focus enough on the following: offering a local product assortment tailored to countries, vendors, and cuisine types, or improving sales and interaction channels to foster a seamless and trustworthy relationship with vendors. The Supervisory Board and the Management Board believe that these circumstances in particular contributed to the non-achievement of the environment target threshold and will be taken into account to improve the program in the future.

The payout amount is calculated by multiplying the Target Amount by the overall target achievement rate. The ESG Bonus is due for payment in cash four months after the end of the relevant financial year.

TARGET AMOUNT BY THE OVERALL TARGET ACHIEVEMENT RATE

Position	Target amount in €	Target achievement environment in %	Target achievement social in %	Target achievement governance in %	Overall target achievement in %	Payout amount in €
CEO	150,000	0.0	98.0	106.0	68.0	102,000
CFO	100,000					68,000
COO	100,000					68,000

b) Long-Term Incentive Plan until 2018

The performance-based compensation until 2018 consisted of the Stock Option Program 2017 (also “SOP 2017” or “DH SOP”), which was launched after the initial public offering (IPO) in 2017.

Under the SOP 2017, the beneficiaries received virtual share option rights that have an individual exercise price that depends on the date on which those rights were granted.

The vesting period of the granted Stock Options is four years. In part, the granted Stock Options can be exercised after the first two years of the vesting period (“cliff”). All other Stock Options vest during the remaining two years of the vesting period. The Stock Options have to be exercised two years after the end of the four-year vesting period at the latest. The exercise requires a share price higher than the exercise price at the exercise date. In lieu of equity settlement, the Company reserves the right to cash settle the vested Stock Options; however, the Company aims for equity settlement. In case of cash settlement, the beneficiary receives for each option right an amount equal to the difference between the share price at the time of exercise and the exercise price. Option rights can be exercised only during the exercise windows specified by the Company. Stock Options could not be exercised during the first year after the IPO.

c) Long-Term Incentive Plan since 2018

Since 2018, the performance-based compensation for the members of the Management Board consists of a stock option plan (“LTIP”) that is settled in shares. The fact that the largest proportion of the total target compensation consists of the LTIP ensures a strong alignment with the corporate strategy in the form of sustainable corporate growth. The compensation system has a steep yet balanced risk-reward profile. The risk of a total loss of the long-term compensation at a comparatively low non-performance-based base salary is balanced at the same time by the absence of a cap on the increase in value inherent in the Stock Options. By this, a high degree of harmonization between the interests of the shareholders and those of the Management Board is achieved.

General conditions

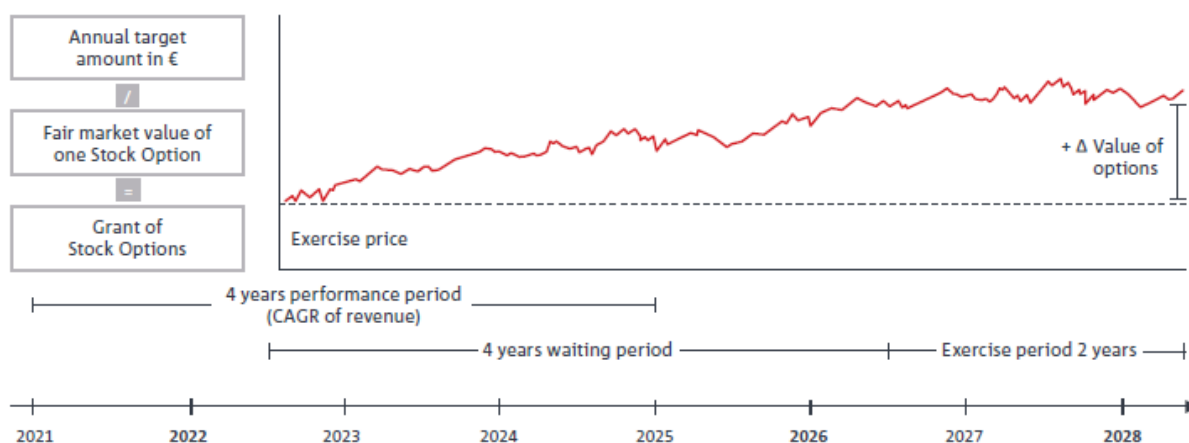
For the concrete implementation of the LTIP, a specific Target Amount in euro is contractually agreed with each member of the Management Board, in the amount of which (virtual) options on shares in Delivery Hero SE are granted annually (“Stock Options”). The appropriateness of the annual Target Amount for the LTIP is reviewed annually and adjusted if necessary. In the event of extraordinary, unforeseeable developments, the Supervisory Board can set a cap in accordance with Section 87 para. (1) sent. 3 AktG to ensure the appropriateness of the compensation.

To calculate the number of (virtual) Stock Options granted to each member of the Management Board in financial year, the annual Target Amount in euro is divided by the fair market value of a Stock Option (“FMV”) at the respective grant date.

The FMV depends on future events in connection with the development of the Company's share price and the revenue growth target (see below). In order to derive the FMV of a Stock Option at the grant date, the future development of both the Company's share price and the Group's total revenue (as a basis for the revenue growth target) at a future date are simulated on a financial-mathematical basis.

The number of Stock Options thus determined is blocked for a period of four years from the grant date (“waiting period”). After expiration of the four-year waiting period, an exercise period of two years applies (“exercise period”).

LONG-TERM INCENTIVE PLAN (LTIP)¹



¹ illustrative representation.

Exercisability and performance target

The exercisability of the Stock Options after the four-year waiting period depends on the achievement of a performance target. The performance target is derived from the corporate strategy. It is defined as a CAGR of revenue of the Group over the performance period.

If this performance target is not achieved, the Stock Options dependent on the performance target are forfeited without substitute or compensation. The Supervisory Board regularly reviews the ambitiousness of the performance condition and will adjust it for future tranches if necessary.

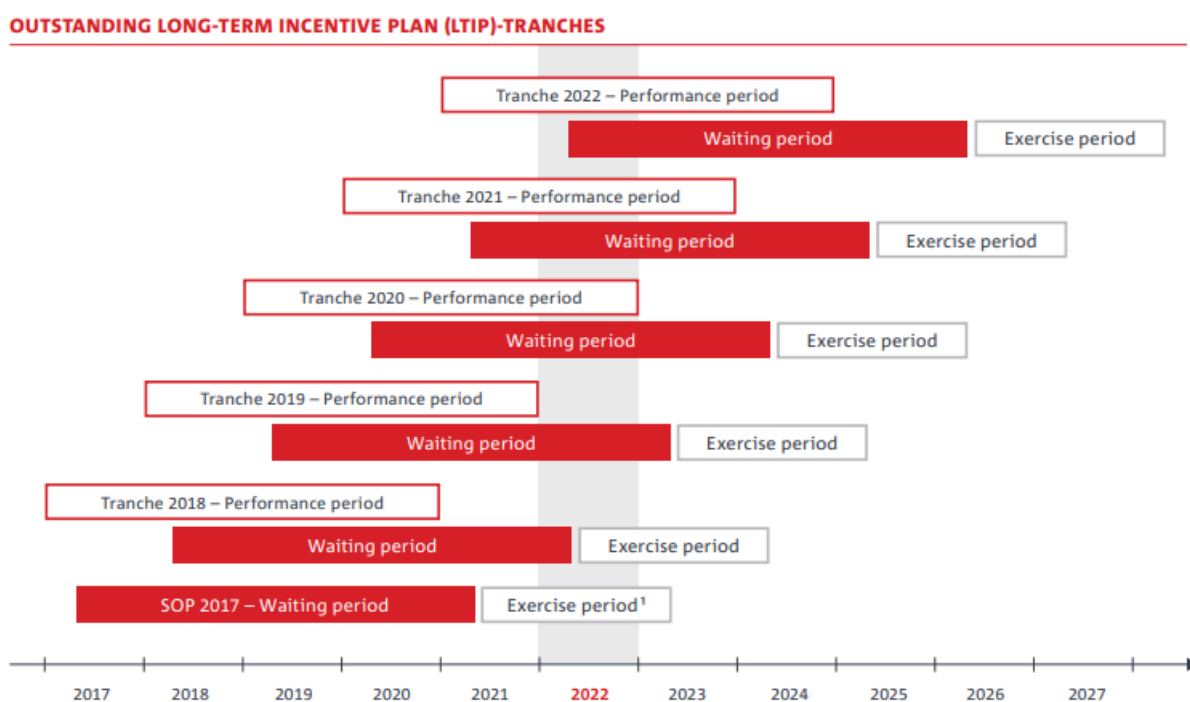
The performance period of a total of four years starts one year before the respective grant date of the Stock Options and lasts for three further years from the grant date.

The Stock Options under the LTIP can also be exercised only during the exercise windows specified by the Company. In the two-year exercise period following the expiration of the waiting period, there are two to four exercise windows each year. The exercise price per Stock Option corresponds to the volume-weighted three-month average price of Delivery Hero SE shares in the XETRA trading system of the Frankfurt Stock Exchange (or any successor system) within the three months immediately preceding the grant date, but at least to the statutory minimum issue amount of € 1.00 pursuant to Section 9 para. (1) AktG.

The share price at which the Stock Options can be exercised is not capped in order to support a strong alignment with the interests of the shareholders. Because of equity settlement, the absence of a cap on the share price imposes no additional risks or costs on the Company.

Target achievement in financial year 2022

The exercise period of the LTIP tranche 2018 started in financial year 2022. Furthermore, the waiting period of the Tranche 2018 and the performance period of the Tranche 2020 of the LTIP ended. The following figure illustrates the outstanding Tranches of the SOP and LTIP including the respective performance period, waiting period, and exercise period:



¹ In part, the granted Stock Options of the SOP 2017 could be exercised after the first two years of the waiting period.

For Tranche 2018, whose waiting period ended within financial year 2022, the Supervisory Board set before the beginning of the performance period a CAGR of revenue of at least 20% over the performance period as performance target. As the CAGR of revenue was at least 20% over the performance period for financial years 2017-2020, the Stock Options can be exercised completely within the subsequent two-year exercise period starting in financial year 2022.

For the Tranche 2019, the performance period ended with financial year 2021. The waiting period ended in May of financial year 2023. The Supervisory Board set the same performance target for the Tranche 2019 as for the Tranche 2018, i.e. a CAGR of revenue of at least 20% over the performance period. The CAGR of revenue was also at least 20% over the performance period for financial years 2018-2021. Therefore, the Stock Options from the Tranche 2019 can also be exercised completely after the end of the waiting period at the beginning of the exercise period in financial year 2023.

The following table shows the revenue growth and the CAGR for the Tranche 2020, whose performance period has ended in financial year 2022 as well as for the other granted tranches under the LTIP:

REVENUE GROWTH AND CAGR FOR THE RESPECTIVE TRANCHES

	Revenue growth ¹						CAGR	
	2017	2018	2019	2020	2021	2022	Target	Actual
Tranche 2018	60%	65%	112%	97%	–		20%	82%
Tranche 2019		65%	112%	97%	90%		20%	90%
Tranche 2020			112%	97%	90%	32%	20%	80%
Tranche 2021				97%	90%	32%	20%	–
Tranche 2022					90%	32%	20%	–

¹ The performance target is achieved if the average CAGR (compound annual growth rate) of the revenue on a like-for-like basis as published in the trading updates amounts to at least 20%.

d) Overview of granted and exercised Stock Options

In financial year 2022, the Tranche 2022 of the LTIP was granted to the members of the Management Board. For Niklas Östberg, (virtual) Stock Options in the amount of € 4.0 million were granted under the LTIP. Emmanuel Thomassin and Pieter-Jan Vandepitte were granted (virtual) Stock Options in the amount of € 1.85 million. The (virtual) Stock Options granted in 2022 can be exercised in financial year 2026 at the earliest.

During financial year 2022, no Stock Options previously granted in connection with Management Board activities were exercised by members of the Management Board. In previous year Emmanuel Thomassin has exercised in total 120,000 Stock Options, which have an intrinsic value (difference between the share price at exercise date and the exercise price, multiplied by the number of exercised Stock Options) of € 11.2 million. As part of this transaction, 65,870 shares of the Stock Options exercised were sold to cover the cost of exercising the Stock Options (and taxes) and to hold 54,130 shares.

The two following tables show the number of Stock Options granted to and exercised by the members of the Management Board in financial year 2022 as well as the outstanding Stock Options including the main conditions for the exercise of the rights:

GENERAL CONDITIONS OF STOCK OPTIONS GRANTED TO THE MEMBERS OF THE MANAGEMENT BOARD

		Target amount in kEUR	Fair Value per option in EUR	Number of granted options	Exercise price in EUR	Performance period	Waiting period	Exercise period
	Niklas Östberg	0	n/a	0	n/a			
SOP Tranche 2017	Emmanuel Thomassin	482.3	8.04	60,000	16.67	–	03/2017–02/2021 ¹	03/2021–02/2023 ¹
	Emmanuel Thomassin	862.5	14.37	60,000	16.67		09/2017–09/2021 ¹	10/2021–10/2023 ¹
LTIP Tranche 2018	Niklas Östberg	1,000	9.69	103,156	38.30	01/2017–12/2020	05/2018–05/2022	05/2022–05/2024
	Emmanuel Thomassin	500		51,578				
LTIP Tranche 2019	Niklas Östberg	1,500	10.16	147,637	36.64			
	Niklas Östberg	702.6	9.49	74,032	37.38	01/2018–12/2021	05/2019–05/2023	05/2023–05/2025
	Emmanuel Thomassin	750.0	10.16	73,818	36.64			
	Emmanuel Thomassin	351	9.49	37,015	37.38			
LTIP Tranche 2020	Niklas Östberg	4,000	44.95	88,987	70.11	01/2019–12/2022	05/2020–05/2024	05/2024–05/2026
	Emmanuel Thomassin	1,850		41,156				
	Niklas Östberg	4,000	38.69	103,385	115.02		05/2021–05/2025	05/2025–05/2027
LTIP Tranche 2021	Emmanuel Thomassin	1,850	38.69	47,815	115.02	01/2020–12/2023	05/2021–05/2025	05/2025–05/2027
	Pieter-Jan Vandepitte	1,850	41.05	45,066	115.31		06/2021–06/2025	06/2025–06/2027
	Niklas Östberg	4,000	11.92	355,570	35.30		06/2022–06/2026	06/2026–06/2028
LTIP Tranche 2022	Emmanuel Thomassin	1,850	11.92	155,201	35.30	01/2021–12/2024	06/2022–06/2026	06/2026–06/2028
	Pieter-Jan Vandepitte	1,850	11.92	155,201	35.30		06/2022–06/2026	06/2026–06/2028

¹ Granted Stock Options of SOP 2017 can be exercised in part after the first two years of the waiting period.

OVERVIEW OF TARGET ACHIEVEMENT AND EXERCISE OF STOCK OPTIONS OF THE MEMBERS OF THE MANAGEMENT BOARD

Target Achievement/Exercise of Stock Options									
		Achievement of performance target ¹	Number of forfeited options	Final number of options	Number of exercised options	Share price at exercise date in EUR	Exercise date	Intrinsic value ² of exercised options in kEUR	Number of outstanding options
SOP Tranche 2017	Niklas Östberg		0	0	0	n/a	n/a	0	0
	Emmanuel Thomassin	n/a	0	120,000	65,870	122.50	18.11.2021	6,971	0
	Emmanuel Thomassin				54,130	95.24	06.12.2021	4,253	
LTIP Tranche 2018	Niklas Östberg	100%	0	103,156	n/a – no exercise of options				103,156
	Emmanuel Thomassin		0	51,578					51,578
LTIP Tranche 2019	Niklas Östberg	100%	0	221,669	Exercise of the LTIP Tranche 2019 possible when exercise period starts in 2023				
	Emmanuel Thomassin		0	110,883					
LTIP Tranche 2020	Niklas Östberg	100%	0	88,987	Exercise of the LTIP Tranche 2020 possible when exercise period starts in 2024				
	Emmanuel Thomassin		0	41,156					
LTIP Tranche 2021	Niklas Östberg	Target achievement determined after end of performance period of LTIP Tranche 2021 on 31.12.2023			Exercise of the LTIP Tranche 2021 possible when exercise period starts in 2025				
	Emmanuel Thomassin								
	Pieter-Jan Vandepitte								
LTIP Tranche 2022	Niklas Östberg	Target achievement determined after end of performance period of LTIP Tranche 2022 on 31.12.2024			Exercise of the LTIP Tranche 2022 possible when exercise period starts in 2026				
	Emmanuel Thomassin								
	Pieter-Jan Vandepitte								

¹ The performance target can either be reached (100%) or missed (0%).

² The intrinsic value of an exercised option reflects the final value of a Stock Option as the difference between the share price at exercise date and the exercise price, multiplied by the number of exercised Stock Options.

3. Payments in the event of termination of the agreement

Payments in the event of death

In the event of death of a member of the Management Board prior to the end of the term of the service agreement, the respective spouse of the deceased member of the Management Board is entitled to receive the undiminished compensation for the month of death and the following six months, but no longer than until the end of the original term of the service agreement.

Payments in the event of termination of the agreement or temporary incapacity to work

If the service agreement with a member of the Management Board ends because of removal, resignation from office, or a mutual termination agreement, the members of the Management Board are entitled to a severance payment that complies with the recommendations of the GCGC. However, no such entitlement to a severance payment applies in the event that the service agreement is terminated by the Company in accordance with Section 626 German Civil Code (*Bürgerliches Gesetzbuch – BGB*) for good

cause for which the Management Board member is responsible, or in the event that the service agreement is terminated by the Management Board member without good cause under Section 626 BGB. The severance payment may not exceed the amount of two years' total compensation and may not exceed the compensation for the remaining term of the agreement (severance payment cap).

In the event of a change of control, the Management Board member has the right to resign from office with three months' notice. At this time, the service agreement also ends. The Management Board service agreements each provide for a post-contractual non-competition clause for two years. For the duration of the non-competition clause, the respective Management Board member is entitled to compensation amounting to 50% of his last contractually received compensation. Other severance payments received by the Management Board member under the respective service contract shall be offset against this compensation for the non-compete obligation. Other compensation earned during the term of the non-compete period will be offset with compensation for the non-compete obligation to the extent that the total of the compensation for the non-compete obligation and the other compensation would exceed the compensation lastly received according to the contract.

In the event of early termination of Management Board services before the applicable performance period of a current SOP Tranche ends, the SOPs expire without substitute or compensation in the following cases:

- Revocation of the appointment for good cause,
- Revocation of the appointment without good cause in the first year of the first contractual four-year commitment,
- The Management Board member's resignation from office in the first two years of any contractual commitment or
- Termination of Management Board services as bad leaver.

Otherwise the Management Board members are entitled to the already non-forfeitable SOP at the normal end of the waiting period. A deviation from this occurs if a Management Board member steps down or is removed from the Management Board in the course of a change of control. In this case, all SOPs granted under the LTIP shall become fully vested, irrespective of the vesting periods or cliff provisions and will be immediately allocated. After the expiry of the waiting period, the Management Board members are then entitled to exercise the SOPs.

In the event of a temporary incapacity to work because of illness, accident, or other reason for which the Management Board member is not at fault, the member continues to receive their unreduced compensation for six months, but no longer than as the term of their employment. Emmanuel Thomassin is entitled to receive a payment of 80% of his compensation, for another six months, but no longer than the term of his employment. If a Management Board member becomes permanently incapacitated during the term of his service agreement, his service agreement shall end nine months after the end of the month in which the permanent incapacity was determined, unless it ends earlier due to expiry of its term.

4. Benefits from third parties

The members of the Management Board did not receive benefits from third parties.

5. Malus and clawback

Since January 1, 2022, the new compensation system for the members of the Management Board is applicable and the malus and clawback provisions were implemented. In the event of a serious and intentional violation of statutory duties or the Company's internal guidelines in the form of the code of conduct by a member of the Management Board, the Company may partially or fully reduce the variable compensation under the STI and LTIP (malus) and partially or fully reclaim variable compensation components that have already been paid out under the STI and LTIP (clawback). All variable components of the Management Board compensation, i.e. both the compensation under the STI and the LTIP for the respective financial year in which the violation of duties or compliance guidelines occurred, are covered by the malus and clawback provisions.

6. Maximum compensation

According to Section 87a AktG, Supervisory Board established a new compensation system under which maximum compensation limits the total amount of compensation actually received for a given financial year (comprising the base salary, fringe benefits and the amounts paid out under the STI and LTIP). The maximum compensation is set for the CEO at € 12,000,000 and for each of the ordinary members of the Management Board at € 9,000,000. If the sum of payments from compensation granted in a financial year exceeds this maximum compensation, the last compensation element to be paid out (generally under the LTIP) is reduced accordingly. In accordance with the statutory requirements, the Supervisory Board will apply the maximum compensation to all service agreements with members of the Management Board of Delivery Hero SE that are newly entered into,

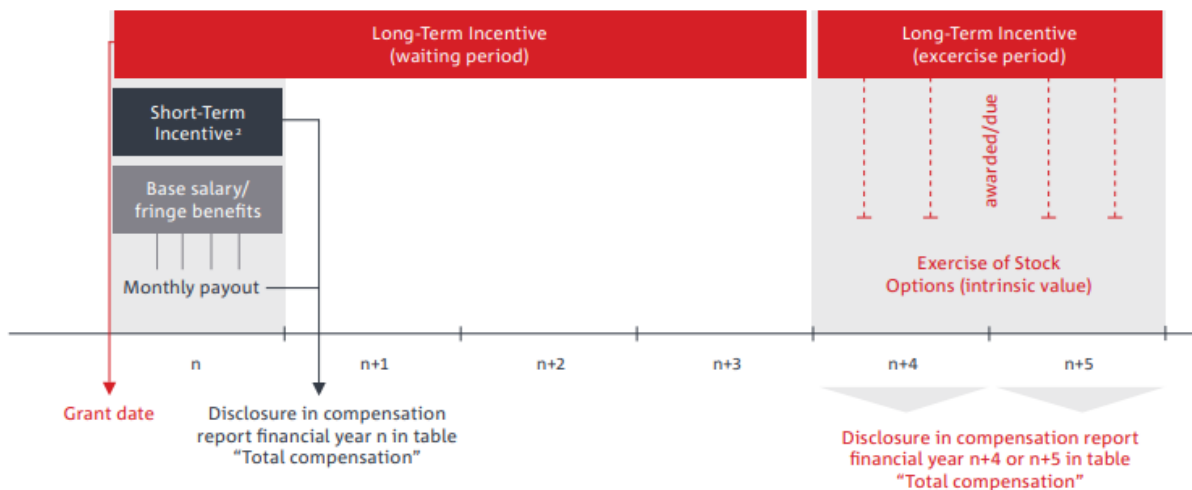
amended, or extended after the expiration of two months following the initial approval of the compensation system by the Annual General Meeting 2021. Due to the absence of any new entry into, amendment, or extension of the service agreements with the members of the Management Board of Delivery Hero SE since the aforementioned approval of the compensation system on June 16, 2021, the Supervisory Board does not apply the maximum compensation to these existing service agreements. The compliance with the maximum compensation pursuant to Section 87a AktG can be disclosed only after expiry of the waiting period respectively during the subsequent exercise period of the LTIP tranche granted in the year in which the maximum compensation takes effect.

F. COMPENSATION OF THE MANAGEMENT BOARD IN 2022

1. Management Board members' compensation

Regarding the regulatory requirements according to Section 162 para. (1) AktG, the compensation awarded and due must be reported individually for each member of the Management Board. The following figure illustrates the disclosure of the compensation components awarded and due to the members of the Management Board. "Awarded" means compensation actually given to the board member in the reporting period, while "due" means compensation for which a due obligation of the Company was established in the reporting period but has not yet been fulfilled. The non-performance-based compensation, i.e. the base salary paid out and the expenses of the fringe benefits in financial year 2022, are disclosed in the table "Total compensation of the Management Board". For performance-based compensation, the Stock Options exercised during financial year 2022 are reported in the table at their intrinsic value. On the other hand disclosure of Short Term Incentive is chosen in accordance with a vesting-oriented interpretation. Meaning it is vested for financial year in which the performance measurement is completed. The one-year variable remuneration is therefore disclosed in the current financial year, although the actual payout will not take place until the beginning of the following financial year.

DISCLOSURE OF COMPENSATION COMPONENTS¹



- 1 illustrative representation.
2 Starting with financial year 2022.

The following tables “Total compensation of the Management Board” shows for financial years 2022 and 2021 the individualized Management Board members’ compensation awarded and due:

TOTAL COMPENSATION OF THE MANAGEMENT BOARD (AWARDED AND DUE ACCORDING TO PARAGRAPH 162 AKTG)

	Niklas Östberg CEO				Emmanuel Thomassin CFO			
	2022		2021		2022		2021	
	in kEUR	in %	in kEUR	in %	in kEUR	in %	in kEUR	in %
Base salary	350	73%	350	93%	350	84%	350	3%
Fringe benefits	25	5%	25	7%	0	0%	0	0%
Short-Term Incentive ¹	102	21%	–	0%	68	16%	–	0%
Sum	477		375		418		350	
Long-Term Incentive Plan	0	0%	0	0%	0	0%	11,244	97%
<i>SOP 2017</i>	0	–	0	–	0	–	11,244	–
Total compensation	477	100%	375	100%	418	100%	11,594	100%

	Pieter-Jan Vandepitte COO (since 03.05.2021)			
	2022		2021	
	in kEUR	in %	in kEUR	in %
Base salary	350	84%	233	77%
Fringe benefits	0	0%	0	0%
Miscellaneous ²	0	0%	71	23%
Short-Term Incentive ¹	68	16%	–	0%
Sum	418		304	
Long-Term Incentive Plan	0	0%	0	0%
<i>SOP 2017</i>	–	–	0	–
Total compensation	418	100%	304	100%

¹ Final payment amount after assessment of target achievement.

² Pieter-Jan Vandepitte was appointed to the Management Board on May 3, 2021 and the LTIP was granted on June 15, 2021. A cash compensation payment of €71k was agreed for the 43-day difference (compensation gap).

The total compensation of the Management Board includes all compensation of financial year that relate to Management Board activities. In prior years, members of the Management Board received payments from their work as C-Level and/or from their work as managing directors of former Delivery Hero GmbH before the IPO, which are not attributable to the activity of the Management Board of Delivery Hero SE.

There was no full or partial reduction of variable compensation (malus) and reclaiming of variable compensation components that have already been paid (clawback) in financial year 2022.

2. Former Management Board members' compensation

Delivery Hero SE has no former Management Board members. Total compensation for former Management Board members and their survivors, along with pension liabilities to former Management Board members and their survivors, therefore amount to € 0.

G. COMPENSATION OF THE SUPERVISORY BOARD

1. Supervisory Board members' compensation

In the previous year, the compensation for the members of the Supervisory Board was approved by the Annual General Meeting by a majority of 99.79% and was retroactively applied effective January 1, 2021. The compensation of the members of the Supervisory Board is outlined in the following.

SUPERVISORY BOARD COMPENSATION

Compensation element	Compensation (since 2021)
Fixed remuneration	<ul style="list-style-type: none"> - Chairman: € 150,000 - Deputy Chairman: € 50,000 - Ordinary Board member: € 25,000
Committee compensation	
Audit Committee	<ul style="list-style-type: none"> - Chairman: € 80,000 - Deputy Chairman: € 40,000 - Ordinary Member: € 20,000
Remuneration/Strategy Committee	<ul style="list-style-type: none"> - Chairman: € 80,000 - Deputy Chairman: € 40,000 - Ordinary Member: € 20,000
Nomination Committee	<ul style="list-style-type: none"> - Chairman: € 40,000 - Deputy Chairman: € 20,000 - Ordinary Member: € 10,000
Other	<ul style="list-style-type: none"> - Reimbursement of out-of-pocket expenses (including their value added tax) as well as the value added tax on compensation - Provision of D&O liability insurance

The members of the Supervisory Board receive a fixed annual remuneration of € 25,000 (previous year: € 25,000). The Chair of the Supervisory Board receives an annual fixed remuneration in the amount of € 150,000 (previous year: € 150,000), while the Deputy Chair receives a fixed remuneration in the amount of € 50,000 (previous year: € 50,000).

With the compensation system for the Supervisory Board that was newly introduced in the previous year, the additional committee compensation for being a chair, deputy chair or member of committees was more differentiated according to the work intensity and the time required for the respective activity. According to the new compensation, the ordinary member of the Audit Committee/Remuneration Committee/Strategy Committee receives an additional fixed annual compensation of € 20,000 payable after the end of financial year. The ordinary member of the Nomination Committee receives an additional fixed annual compensation of € 10,000. The Chair of the respective committees receives an additional fixed annual compensation in the amount of four times the compensation of the respective ordinary committee member and the Deputy Chair of the respective

committee receives an additional fixed annual compensation in the amount of twice the compensation of the respective ordinary committee member.

In addition to their annual compensation, the Company reimburses the members of the Supervisory Board for any reasonable expenses incurred in exercising their Supervisory Board mandate as well as any value-added tax payable on their compensation and expenses.

The members of the Supervisory Board are appropriately included in a financial loss liability insurance (D&O) for board members in the interests of the Company, insofar as one exists. The Company pays the premiums for this insurance.

2. Basic principles of the compensation of the Supervisory Board

The compensation system for the members of the Supervisory Board is based on the legal requirements and takes into account the recommendations and suggestions of the GCGC. Delivery Hero SE always pursues a long-term perspective in its entrepreneurial activities. In the course of continuous development, added value shall be created – for shareholders, employees, customers, and the Company itself.

The Supervisory Board advises and supervises the Management Board and is closely involved in important operational and strategic corporate governance topics. The compensation of the Supervisory Board is a key factor in ensuring the Supervisory Board's effectiveness. Supervisory Board compensation that is appropriate and in line with the market thus promotes business strategy and long-term development of Delivery Hero SE.

The compensation system for the Supervisory Board of Delivery Hero SE as well as the specific compensation of the members of the Supervisory Board are stipulated in Section 15 of the Articles of Association. The competent body is the Annual General Meeting which passes resolutions on the compensation of the members of the Supervisory Board at least once every four years in accordance with Section 113 para. (3) AktG. The Remuneration Committee according to the Rules of Procedure of the Supervisory Board prepares the resolutions passed by the Supervisory Board on proposals to the Annual General Meeting for resolutions regarding Supervisory Board compensation. Pursuant to Section 179 para. (2) sent. 2 AktG and Section 20 para. (2) of the Articles of Association, a material amendment to the compensation system and the compensation of the members of the Supervisory Board set out in the Articles of Association requires a simple majority of votes. In the event that the Annual General Meeting does not approve the compensation system,

a revised compensation system must be submitted for resolution at the latest at the following ordinary Annual General Meeting of the Company, according to Section 113 para. (3) sent. 6 and Section 120a para. (3) AktG.

The compensation of the Supervisory Board members exclusively consists of a fixed compensation and thus follows suggestion G.18 of the GCGC as well as the expectations of most investors and proxy advisors and is in line with the predominant practice of the companies in the DAX and MDAX. This practice corresponds to the function of the Supervisory Board as an independent advisory and control body. At the same time, members of the Supervisory Board are incentivized by the compensation system to actively support and supervise the implementation of the business strategy. In accordance with recommendation G.17 of the GCGC, the higher expenditure of time by the Chair, who according to recommendation D.5 of the GCGC is to be involved particularly closely in discussions on strategy, business development, risk management and compliance, and by the Deputy Chair and the committee members is adequately taken into account.

H. COMPENSATION OF THE SUPERVISORY BOARD IN 2022

The table below states the relative proportion together with the individual values of the total compensation for the Supervisory Board for financial years 2022 and 2021:

TOTAL COMPENSATION OF THE SUPERVISORY BOARD

	Fixed remuneration			Committee compensation			Total compensation	
	2022		2021	2022		2021	2022	2021
	in kEUR	in %	in kEUR	in kEUR	in %	in kEUR	in kEUR	in kEUR
Dr. Martin Enderle	150.0	43%	150.0	200.0	57%	181.8	350.0	331.8
Patrick Kolek	50.0	25%	50.0	150.0	75%	140.9	200.0	190.9
Jeanette L. Gorgas	25.0	17%	25.0	120.0	83%	99.5	145.0	124.5
Gabriella Ardbo ¹	25.0	56%	25.0	20.0	44%	20.0	45.0	45.0
Nils Engvall ¹	25.0	100%	25.0	0.0	0%	–	25.0	25.0
Dimitros Tsaousis (from 02.11.2021) ¹	25.0	100%	4.1	0.0	0%	–	25.0	4.1
Gerald Taylor (until 31.08.2021) ¹	0.0	0%	16.6	0.0	0%	13.3	0.0	30.0

¹ Employee representatives

In 2022, a total of € 19.694 (previous year: € 14.691) expenses were reimbursed or paid directly by DH.

I. COMPARATIVE PRESENTATION OF THE CHANGE OF THE COMPENSATION AND COMPANY PERFORMANCE

The following table shows the comparative presentation of the change of the awarded and due compensation of the members of the Management Board, the Supervisory Board and the employees of Delivery Hero SE as well as the Company performance for financial years 2022 and 2021. Due to the possibility to exercise the Stock Options within a two year exercise period, the considered payout values of the LTIP can be highly volatile as it might vary from year to year.

COMPARATIVE PRESENTATION

	2022	2021	Change 2022/2021	Change 2021/2020	Change 2020/2019	Change 2019/2018
	in kEUR	in kEUR	in %	in %	in %	in %
Management Board						
Niklas Östberg	477.0	375.0	27%	-99%	1,692%	100%
Emmanuel Thomassin	418.0	11,594.0	-96%	-14%	842%	58%
Pieter-Jan Vandepitte (since 03.05.2021)	418.0	304.3	37%	n/a	n/a	n/a
Average	437.7	4,091.1	-89%	-86%	1,388%	83%
Supervisory Board – current members						
Dr. Martin Enderle	350.0	331.8	5%	55%	30%	95%
Patrick Kolek	200.0	190.9	5%	366%	0%	70%
Jeanette L. Gorgas (since 18.06.2020)	145.0	124.5	16%	951%	n/a	n/a
Gabriella Ardbo (since 18.06.2020) ¹	45.0	45.0	0%	392%	n/a	n/a
Nils Engvall (since 18.06.2020) ¹	25.0	25.0	0%	210%	n/a	n/a
Dimitrios Tsaousis (since 02.11.2021) ¹	25.0	4.1	508%	n/a	n/a	n/a
Gerald Taylor (since 18.06.2020 until 31.08.2021) ¹	0.0	30.0	-100%	227%	n/a	n/a
Average	112.9	107.3	5%	120%	-52%	90%
Employees						
Average of Delivery Hero SE Germany (FTE) in % ²			20%	10%		
Company Performance						
Net profit/loss in EUR million of DH SE	-1,301.3	-2,687.2	-52%	150%	-341%	-6,465%
Net profit/loss in EUR million of DH Group	-2,975.1	-1,120.7	165%	-20%	-711%	-645%
Revenue in EUR million	8,577.3	5,855.6	46%	137%	96%	65%
Share price in EUR	44.8	98.0	-54%	-23%	80%	117%

¹ Employee representatives

² All full-time employees are included in the analysis, only working students and interns were excluded. Total compensation considers the base salary and the long-term incentive plans.

Berlin, April 26, 2023

Delivery Hero SE

On behalf of the Supervisory Board

Dr Martin Enderle

Chair of the Supervisory Board
of Delivery Hero SE

The Management Board

Niklas Östberg

Emmanuel Thomassin

Pieter-Jan Vandepitte

Independent Auditor's Report

To Delivery Hero SE, Berlin

Report on the Audit of the Annual Financial Statements and of the Combined Management Report

Opinions

We have audited the annual financial statements of Delivery Hero SE, Berlin, which comprise the balance sheet as of December 31, 2022, and the income statement for the financial year from January 1 to December 31, 2022, and notes to the financial statements, including the recognition and measurement policies presented therein. In addition, we have audited the management report of the Company and the Group (hereinafter: "combined management report") of Delivery Hero SE, including the remuneration report (compensation report) contained in the appendix to the combined management report along with the related disclosures and which is referred to by qualified reference, for the financial year from January 1 to December 31, 2022.

In accordance with German legal requirements, we have not audited the content of those components of the combined management report specified in the "Other Information" section of our auditor's report.

The combined management report contains cross-references that are not provided for by law and which are marked as unaudited. In accordance with German legal requirements, we have not audited the cross-references and the information to which the cross-references refer.

In our opinion, on the basis of the knowledge obtained in the audit,

- the accompanying annual financial statements comply, in all material respects, with the requirements of German commercial law applicable to business corporations and give a true and fair view of the assets, liabilities and financial position of the Company as of December 31, 2022, and of its financial performance for the financial year from January 1 to December 31, 2022, in compliance with German legally required accounting principles, and
- the accompanying combined management report as a whole provides an appropriate view of the Company's position. In all material respects, this combined management report is consistent with the annual financial statements, complies with German legal requirements and appropriately presents the opportunities and risks of future development. Our opinion on the combined management report does not cover the content of those components of the combined management report specified in the "Other Information" section of the auditor's report. The combined management report contains cross-references that are not provided for by law and which are marked as unaudited. Our audit opinion does not extend to the cross-references and the information to which the cross-references refer.

Pursuant to Section 322 (3) sentence 1 HGB [Handelsgesetzbuch: German Commercial Code], we declare that our audit has not led to any reservations relating to the legal compliance of the annual financial statements and of the combined management report.

Basis for the Opinions

We conducted our audit of the annual financial statements and of the combined management report in accordance with Section 317 HGB and EU Audit Regulation No. 537/2014 (referred to subsequently as "EU Audit Regulation") and in compliance with German Generally Accepted Standards for Financial Statement Audits promulgated by the Institut der Wirtschaftsprüfer [Institute of Public Auditors in Germany] (IDW). Our responsibilities under those requirements and principles are further described in the "Auditor's Responsibilities for the Audit of the Annual Financial Statements and of the Combined Management Report" section of our auditor's report. We are independent of the Company in accordance with the requirements of European law and German

commercial and professional law, and we have fulfilled our other German professional responsibilities in accordance with these requirements. In addition, in accordance with Article 10 (2)(f) of the EU Audit Regulation, we declare that we have not provided non-audit services prohibited under Article 5 (1) of the EU Audit Regulation. We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our opinions on the annual financial statements and on the combined management report.

Key Audit Matters in the Audit of the Annual Financial Statements

Key audit matters are those matters that, in our professional judgement, were of most significance in our audit of the annual financial statements for the financial year from January 1 to December 31, 2022. These matters were addressed in the context of our audit of the annual financial statements as a whole, and in forming our opinion thereon, we do not provide a separate opinion on these matters.

Impairment of shares in and loans made to affiliated companies

Please refer to Section B item (2) in the notes for information on the accounting policies applied. Information on the impairment tests carried out can be found Section C of the notes to the financial statements.

THE FINANCIAL STATEMENT RISK

In the annual financial statements of Delivery Hero SE as of December 31, 2022, financial assets included shares in affiliated companies of EUR 7,043.4 million and loans to affiliated companies of EUR 1,808.0 million. This amounts to 79.3% of total assets and thus has a material influence on the Company's net assets.

Shares in and loans to affiliated companies are recognized at cost or nominal value or, if they are expected to be permanently impaired, at their lower fair value. The Company calculates the fair value of the shares in affiliated companies using the discounted cash flow method. The discounted cash flow method is also used for loans in accordance with the remaining term. If the fair value is lower than the carrying amount, qualitative and quantitative criteria are used to assess whether or not the impairment is expected to be permanent.

The calculation of the fair value using the discounted cash flow method is complex and, with regard to the assumptions that are made, dependent to a great extent on the Company's estimates and assessments. This applies particularly to estimates of future cash flows used for valuation, the estimated surplus cash flow in a sustainable state and the determination of capitalization rates, including the risk premiums taken into account for uncertainties in planning.

The Company recognized impairment losses on shares in and loans to affiliated companies of EUR 1,618.4 million in financial year 2022.

There is a risk for the financial statements that shares in and loans to affiliated companies are impaired.

OUR AUDIT APPROACH

We analyzed the budget approved by the Management Board and acknowledged by the Supervisory Board, which provides the basis for testing the shares in and loans to affiliated companies for impairment. With the involvement of our valuation experts, we assessed the appropriateness of the Company's calculation method. To ensure the computational accuracy of the valuation method used, we verified the Company's calculations.

We evaluated the accuracy of the previous forecasts using a sample approach by comparing the budgets of previous financial years with actual results and by analyzing deviations.

With the involvement of our valuation experts, we also used external market data and analyst estimates to assess the measurements of individual companies based on elements selected according to risk criteria.

Since changes to the discount rate can have a significant impact on the results of impairment testing, with the involvement of our valuation specialists we compared the components underlying the discount rate, in particular the risk-free rate, the company-specific risk premium such as country risks, and the beta coefficient, with our own assumptions and publicly available data.

OUR OBSERVATIONS

The approach used for impairment testing of shares in and loans to affiliated companies is appropriate and in line with the accounting policies. The Company's assumptions and data are reasonable overall.

Other Information

Management and/or the Supervisory Board are/is responsible for the other information. The other information comprises the following components of the combined management report, whose content was not audited:

- the separate combined non-financial report of the Company and the Group (“separate non-financial group report”), which is referred to in the combined management report.
- the combined corporate governance statement for the Company and the Group referred to in the combined management report.

Our opinions on the annual financial statements and on the combined management report do not cover the other information, and consequently we do not express an opinion or any other form of assurance conclusion thereon.

In connection with our audit, our responsibility is to read the other information and, in so doing, to consider whether the other information

- is materially inconsistent with the annual financial statements, with the combined management report information audited for content or our knowledge obtained in the audit, or
- otherwise appears to be materially misstated.

Responsibilities of Management and the Supervisory Board for the Annual Financial Statements and the Combined Management Report

Management is responsible for the preparation of the annual financial statements that comply, in all material respects, with the requirements of German commercial law applicable to business corporations, and that the annual financial statements give a true and fair view of the assets, liabilities, financial position and financial performance of the Company in compliance with German legally required accounting principles. In addition, management is responsible for such internal control as they, in accordance with German legally required accounting principles, have determined necessary to enable the preparation of annual financial statements that are free from material misstatement,

whether due to fraud (i.e., fraudulent financial reporting and misappropriation of assets) or error.

In preparing the annual financial statements, management is responsible for assessing the Company's ability to continue as a going concern. They also have the responsibility for disclosing, as applicable, matters related to going concern. In addition, they are responsible for financial reporting based on the going concern basis of accounting, provided no actual or legal circumstances conflict therewith.

Furthermore, management is responsible for the preparation of the combined management report that as a whole provides an appropriate view of the Company's position and is, in all material respects, consistent with the annual financial statements, complies with German legal requirements, and appropriately presents the opportunities and risks of future development. In addition, management is responsible for such arrangements and measures (systems) as they have considered necessary to enable the preparation of a combined management report that is in accordance with the applicable German legal requirements, and to be able to provide sufficient appropriate evidence for the assertions in the combined management report.

The Supervisory Board is responsible for overseeing the Company's financial reporting process for the preparation of the annual financial statements and of the combined management report.

Furthermore, management and the Supervisory Board are responsible for the preparation of the remuneration report contained in the combined management report by qualified reference, including the related disclosures, in accordance with the requirements of Section 162 AktG. In addition, they are responsible for such internal control as they have determined necessary to enable the preparation of the remuneration report, including the related disclosures, that is free from material misstatement, whether due to fraud (i.e., fraudulent financial reporting and misappropriation of assets) or error.

Auditor's Responsibilities for the Audit of the Annual Financial Statements and of the Combined Management Report

Our objectives are to obtain reasonable assurance about whether the annual financial statements as a whole are free from material misstatement, whether due to fraud or error, and whether the combined management report as a whole provides an appropriate view of the Company's position and, in all material respects, is consistent with the annual financial statements and the knowledge obtained in the audit, complies with the German

legal requirements and appropriately presents the opportunities and risks of future development, as well as to issue an auditor's report that includes our opinions on the annual financial statements and on the combined management report.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Section 317 HGB and the EU Audit Regulation and in compliance with German Generally Accepted Standards for Financial Statement Audits promulgated by the Institut der Wirtschaftsprüfer (IDW) will always detect a material misstatement. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these annual financial statements and this combined management report.

We exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the annual financial statements and of the combined management report, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than the risk of not detecting a material misstatement resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal controls.
- Obtain an understanding of internal control relevant to the audit of the annual financial statements and of arrangements and measures (systems) relevant to the audit of the combined management report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of these systems.
- Evaluate the appropriateness of accounting policies used by management and the reasonableness of estimates made by management and related disclosures.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast

significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in the auditor's report to the related disclosures in the annual financial statements and in the combined management report or, if such disclosures are inadequate, to modify our respective opinions. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to be able to continue as a going concern.

- Evaluate the overall presentation, structure and content of the annual financial statements, including the disclosures, and whether the annual financial statements present the underlying transactions and events in a manner that the annual financial statements give a true and fair view of the assets, liabilities, financial position and financial performance of the Company in compliance with German legally required accounting principles.
- Evaluate the consistency of the combined management report with the annual financial statements, its conformity with [German] law, and the view of the Company's position it provides.
- Perform audit procedures on the prospective information presented by management in the combined management report. On the basis of sufficient appropriate audit evidence we evaluate, in particular, the significant assumptions used by management as a basis for the prospective information, and evaluate the proper derivation of the prospective information from these assumptions. We do not express a separate opinion on the prospective information and on the assumptions used as a basis. There is a substantial unavoidable risk that future events will differ materially from the prospective information.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with the relevant independence requirements, and communicate with them all

relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, the actions taken or safeguards applied to eliminate independence threats.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the annual financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter.

Other Matter – Formal Examination of the Remuneration Report

The audit of the combined management report described in this independent auditor's report includes the formal examination of the remuneration report required by Section 162 (3) AktG, including issuing an assurance report on this examination. As we have issued an unqualified opinion on the combined management report, this opinion includes the conclusion that the disclosures pursuant to Section 162 (1) and (2) AktG have been made, in all material respects, in the remuneration report.

Other Legal and Regulatory Requirements

Report on the Assurance on the Electronic Rendering of the Annual Financial Statements and the Combined Management Report Prepared for Publication Purposes in Accordance with Section 317 (3a) HGB

We have performed assurance work in accordance with Section 317 (3a) HGB to obtain reasonable assurance about whether the rendering of the annual financial statements and the combined management report (hereinafter the "ESEF documents") contained in the electronic file „DeliveryHero_Jahresabschluss2022.xhtml“ (SHA256-Hashwert: e462f630af7e43b050abeb1e282f0e2821effedcbb8eaaae0302c01d1245c24a) made available and prepared for publication purposes complies in all material respects with the requirements of Section 328 (1) HGB for the electronic reporting format ("ESEF format"). In accordance with German legal requirements, this assurance work extends only to the conversion of the information contained in the annual financial statements and the combined management report into the ESEF format and therefore relates neither to the information contained within these renderings nor to any other information contained in the file identified above.

In our opinion, the rendering of the annual financial statements and the combined management report contained in the electronic file made available identified above and prepared for publication purposes complies in all material respects with the requirements of Section 328 (1) HGB for the electronic reporting format. Beyond this assurance opinion and our audit opinion on the accompanying annual financial statements and the accompanying combined management report for the financial year from January 1 to December 31, 2022 contained in the “Report on the Audit of the Annual Financial Statements and of the Combined Management Report” above, we do not express any assurance opinion on the information contained within these renderings or on the other information contained in the file identified above.

We conducted our assurance work on the rendering of the annual financial statements and the combined management report contained in the file made available and identified above in accordance with Section 317 (3a) HGB and the IDW Assurance Standard: Assurance Work on the Electronic Rendering of Financial Statements and Management Reports Prepared for Publication Purposes in Accordance with Section 317 (3a) HGB (IDW AsS 410 (06.2022)) and the International Standard on Assurance Engagements 3000 (Revised). Our responsibility in accordance therewith is further described below. Our audit firm applies the IDW Standard on Quality Management 1: Requirements for Quality Management in Audit Firms (IDW QS 1).

The Company’s management is responsible for the preparation of the ESEF documents including the electronic renderings of the annual financial statements and the combined management report in accordance with Section 328 (1) sentence 4 item 1 HGB.

In addition, the Company’s management is responsible for such internal control that they considered necessary to enable the preparation of ESEF documents that are free from material intentional or unintentional non-compliance with the requirements of Section 328 (1) HGB for the electronic reporting format.

The Supervisory Board is responsible for overseeing the process of preparing the ESEF documents as part of the financial reporting process.

Our objective is to obtain reasonable assurance about whether the ESEF documents are free from material intentional or unintentional non-compliance with the requirements of

Section 328 (1) HGB. We exercise professional judgment and maintain professional skepticism throughout the assurance work. We also:

- Identify and assess the risks of material intentional or unintentional non-compliance with the requirements of Section 328 (1) HGB, design and perform assurance procedures responsive to those risks, and obtain assurance evidence that is sufficient and appropriate to provide a basis for our assurance opinion.
- Obtain an understanding of internal control relevant to the assurance on the ESEF documents in order to design assurance procedures that are appropriate in the circumstances, but not for the purpose of expressing an assurance opinion on the effectiveness of these controls.
- Evaluate the technical validity of the ESEF documents, i.e. whether the file made available containing the ESEF documents meets the requirements of Commission Delegated Regulation (EU) 2019/815, as amended as of the reporting date, on the technical specification for this electronic file.
- Evaluate whether the ESEF documents provide an XHTML rendering with content equivalent to the audited annual financial statements and the audited management report.

Further Information pursuant to Article 10 of the EU Audit Regulation

We were elected as auditor at the Annual General Meeting on June 16, 2022. We were engaged by the Supervisory Board on March 1, 2023. We have been the auditor of Delivery Hero SE without interruption since financial year 2017.

We declare that the opinions expressed in this auditor's report are consistent with the additional report to the Audit Committee pursuant to Article 11 of the EU Audit Regulation (long-form audit report).

Other Matter – Use of the Auditor's Report

Our auditor's report must always be read together with the audited annual financial statements and the audited management report as well as the examined ESEF documents.

The annual financial statements and the combined management report converted into ESEF format – including the versions to be entered in the company register – are merely electronic renderings of the audited annual financial statements and the audited combined management report and do not take their place. In particular, the ESEF report and our assurance opinion contained therein are to be used solely together with the examined ESEF documents made available in electronic form.

German Public Auditor Responsible for the Engagement

The German Public Auditor responsible for the engagement is Milan Lucas.

Berlin, April 26, 2023

KPMG AG
Wirtschaftsprüfungsgesellschaft

[*signed*] Rohrbach
Wirtschaftsprüfer
German Public Auditor

[*signed*] Lucas
Wirtschaftsprüfer
German Public Auditor

6. Resolution on the amendment of Section 16 of the Articles of Association (authorization to host virtual General Meetings)

By the Act on the Introduction of virtual General Meetings of Stock Corporations and the amendment of Cooperative and Insolvency and Restructuring Law Provisions (Bundesgesetzblatt I No. 27 2022, p.1166 et seq.), the virtual general meeting has been introduced as a permanent provision in the German Stock Corporation Act. Pursuant to Section 118a para. (1) sent. 1 of the German Stock Corporation Act, the Articles of Association may provide or may authorize the Management Board to provide for the Annual General Meeting to be held as a virtual Annual General Meeting, i.e., without physical presence of the shareholders or their proxies at the location of the Annual General Meeting. Such authorization of the Management Board is to be resolved. In this context, considering the newly introduced provisions, the legally possible authorization period of up to five years is not to be fully utilized but limited to two years after registration of this amendment to the Articles of Association. This will enable the

shareholders to decide on a possible renewed authorization of the Management Board to hold a virtual Annual General Meeting earlier than it would be the case if the legal framework would be fully exhausted. During the two-year term of the authorization, the Management Board will decide for future General Meetings whether to make use of the authorization and whether to hold a General Meeting as a virtual General Meeting. In doing so, the Management Board will consider the relevant specific circumstances of the individual case and make its decision at its due discretion for the benefit of the Company and the shareholders. In its decision, the Management Board will also consider the adequate protection of shareholders' participation rights.

The Management Board and the Supervisory Board therefore propose that the following resolution be adopted:

The following Section 16 para. (4) shall be added after Section 16 para. (3) of the Articles of Association of Delivery Hero SE:

„(4) The Management Board is authorized to provide for the General Meeting to be held without the physical presence of the shareholders or their proxies at the location of the General Meeting (virtual General Meeting). The authorization shall apply to the holding of virtual General Meetings in a period of two years after this authorization becomes effective upon entry of this paragraph 4 in the commercial register of the Company.“

Otherwise, Section 16 of the Articles of Association remains unchanged.

The current version of the Articles of Association is available on the Company's website at <https://ir.deliveryhero.com/articles-of-association/>. It will also remain available during the General Meeting.

7. Resolution on the amendment of Section 19 of the Articles of Association (virtual participation of Supervisory Board members in General Meetings)

In general, members of the Supervisory Board should physically participate in the General Meeting. However, pursuant to Section 118 para. (3) sent. 2 AktG, the Articles of Association may provide for certain cases in which members of the Supervisory Board may participate in the General Meeting by means of video and audio transmission. This option shall be utilized through a corresponding amendment to the Articles of Association.

The Management Board and the Supervisory Board therefore propose that the following resolution be adopted:

Section 19 para. (2) of the Articles of Association of Delivery Hero SE is amended and restated as follows:

„(2) Members of the Supervisory Board, with the exception of the Chairman of the General Meeting, are permitted to participate in the General Meeting by means of video and audio transmission in agreement with the Chairman of the Supervisory Board in cases where the Supervisory Board member concerned is prevented from physically attending the General Meeting, the Supervisory Board member is domiciled abroad, a physical presence at the General Meeting would not be possible or would only be possible with considerable effort due to legal restrictions, a stay abroad or a necessary stay at another location in Germany or due to an unreasonable duration of the journey, or if the General Meeting is held as a virtual General Meeting without the physical presence of the shareholders or their proxies at the location of the General Meeting.”

Otherwise, Section 19 of the Articles of Association remains unchanged.

The current version of the Articles of Association is available on the Company's website at <https://ir.deliveryhero.com/articles-of-association/>. It will also remain available during the General Meeting.

8. Resolution on the amendment of Section 15 of the Articles of Association (due date for Supervisory Board remuneration)

In the current version of Section 15 para. (1) and Section 15 para. (5) of the Articles of Association of the Company, there are overlapping provisions with regard to the due date of the compensation for the members of the Supervisory Board. For clarification reasons, Section 15 para. (5) shall therefore be restated and shall regulate the maturity of all claims for compensation and expenses of the members of the Supervisory Board.

The Management Board and the Supervisory Board therefore propose that the following resolution be adopted:

Section 15 para. (5) of the Articles of Association is amended and restated as follows:

„(5) All claims for compensation and expenses of the Supervisory Board members under this Section 15 for a given financial year shall be payable and due after the end of the respective financial year.”

Otherwise, Section 15 of the Articles of Association remains unchanged.

The current version of the Articles of Association is available on the Company's website at <https://ir.deliveryhero.com/articles-of-association/>. It will also remain available during the General Meeting.

- 9. Resolution on the amendment of the resolution of the Annual General Meeting of June 16, 2022 under agenda item 8 on the creation of a new Authorized Capital 2022/I with the possibility of excluding shareholders' subscription rights and thus on the reduction of Authorized Capital 2022/I in Section 4 para. (7) of the Articles of Association by way of a corresponding amendment to the Articles of Association; resolution on the creation of a new Authorized Capital 2023/I with the possibility of excluding shareholders' subscription rights and the corresponding amendment to Section 4 of the Articles of Association**

The Annual General Meeting of the Company on June 16, 2022 created under agenda item 8 in Section 4 para. (7) of the Articles of Association in the form of Authorized Capital 2022/I an authorization for the Management Board to increase the share capital of the Company. Accordingly, the Management Board was authorized, with the approval of the Supervisory Board, to increase the share capital in the period up to June 15, 2027 by up to a total of EUR 12,556,343.00 by issuing up to 12,556,343 new registered no-par value shares against cash and/or contributions in kind on one or more occasions with the option of excluding subscription rights.

The authorization of Authorized Capital 2022/I has so far only been partially utilized as follows. On March 23, 2023, the Delivery Hero SE Management Board resolved to increase the Company's share capital by up to EUR 1,300,000.00 against a contribution in kind. The exact scope of the capital increase will only be determined upon execution of a share purchase and transfer agreement still to be concluded with shareholders of the GlovoApp23, S.A. The entry of the capital increase in the commercial register is still outstanding and is to take place after execution of the share purchase and transfer agreement in the financial year 2025.

In addition, the authorization granted by the Annual General Meeting on June 16, 2022 in the form of Authorized Capital 2022/I can only be utilized to a limited extent due to the issue of convertible bonds excluding the subscription right in February 2023. The exclusion of subscription rights that took place when the convertible bonds were issued is to be counted towards the authorization to exclude subscription rights under Authorized Capital 2022/I.

The Company relies on being able to cover its financial requirements quickly and flexibly, to react quickly to market conditions and to increase its equity.

It is therefore intended to pass a resolution on the reduction of the existing Authorized Capital 2022/I to EUR 1,300,000 and the creation of a new Authorized Capital 2023.

The existing Authorized Capital 2022/I was limited in its scope to only 5% of the then current share capital of Delivery Hero SE at that time. To provide shareholders with sufficient protection against a dilution of their shareholding in the Company, the new Authorized Capital 2023/I shall again be limited in its scope to only 5% of the current share capital and thus to EUR 13,338,986.00.

The Management Board and the Supervisory Board therefore propose that the following resolution be adopted:

- a) **Amendment to the resolution of the Annual General Meeting on June 16, 2022 under agenda item 8 on the creation of a new Authorized Capital 2022/I (reduction of Authorized Capital 2022/I to EUR 1,300,000)**

The authorization granted to the Management Board by resolution of the Annual General Meeting on June 16, 2022 under agenda item 8 to increase the share capital in the period up to June 15, 2027, with the approval of the Supervisory Board, by up to a total of EUR 12,556,343.00 (in words: twelve million five hundred and fifty-six thousand three hundred and forty-three euros) by issuing up to 12,556,343 new no-par value registered shares against cash and/or contributions in kind on one or several occasions (Authorized Capital 2022/I), shall be amended with effect from the entry of the amendment to the Articles of Association proposed under the following letter d) of this agenda item in Section 4 para. (7) of the Articles of Association for the partial cancellation and amendment of Authorized Capital 2022/I, and shall be reworded as follows, insofar as Authorized Capital 2022/I has not yet been used at the time of entry of this amendment to the Articles of Association:

The Management Board is authorized, with the approval of the Supervisory Board, to increase the share capital in the period until June 15, 2027 by a total of up to EUR 1,300,000.00 (in words: one million and three hundred thousand euros) by issuing up to 1,300,000 new registered no-par value shares against cash and/or contributions in kind on one or several occasions (Authorized Capital 2022/I).

Shareholders must in principle be granted a subscription right. The shares may also be underwritten by one or more credit institutions or companies within the meaning of

Section 186 para. (5) sent. 1 AktG with the obligation to offer them to the shareholders of the Company for subscription.

The Management Board is authorized, with the approval of the Supervisory Board, to exclude shareholders' subscription rights for one or more capital increases within the scope of Authorized Capital 2022/I in the following cases:

- i) to exclude fractional amounts from subscription rights;
- ii) in the case of a capital increase in exchange for cash contributions, if the issuing price of the new shares is not significantly lower than the stock exchange price of the already listed shares of the company; however, this authorization only applies on the condition that the calculated proportion of the share capital attributable to the shares issued under an exclusion of subscription rights pursuant to Section 186 para. (3) sent. 4 AktG may not exceed the limit of 10% of the share capital of the Company either at the time the Authorized Capital 2022/I becomes effective or – if this amount is lower – at the time the Authorized Capital 2022/I is exercised. The proportionate amount of share capital is to be set off against the 10% limit of share capital attributable to (a) attributable to shares sold during the term of Authorized Capital 2022/I ("Reduced Authorized Capital 2022/I") reduced by resolution of the Annual General Meeting on June 14, 2023 under agenda item 9 on the basis of an authorization to sell treasury shares in accordance with Section 71 para. (1) no. 8 sent. 5, Section 186 para. (3) sent. 4 AktG under exclusion of subscription rights; (b) shares that can be or are to be issued to satisfy subscription rights or conversion or option rights or obligations arising from convertible bonds and/or bonds with warrants, profit participation rights and/or participating bonds (or combinations of these instruments) (together "bonds"), provided that the corresponding bonds are issued during the term of the Reduced Authorized Capital 2022/I in analogous application of Section 186 para. (3) sent. 4 AktG under exclusion of shareholders' subscription rights; (c) shares issued during the term of the Reduced Authorized Capital 2022/I on the basis of other capital measures excluding shareholders' subscription rights in analogous application of Section 186 para. (3) sent. 4 AktG;
- iii) to the extent necessary, in order to be able to grant new shares in the Company to holders or creditors of bonds issued by the Company or by its

subordinate Group companies upon the exercise of conversion or option rights or the fulfilment of a conversion or option obligation and, to the extent necessary to grant holders of conversion or option rights or creditors of convertible bonds issued by the Company or by its subordinate Group companies with conversion obligations or bonds with warrants, a subscription right to new shares to the extent to which they would be entitled as shareholders after exercising their option or conversion rights or after fulfilling their conversion or option obligations;

- iv) in the event of a capital increase against contributions in kind, in particular in connection with mergers of companies or the (also indirect) acquisition of companies, operations, parts of companies, participations or other assets or claims for the acquisition of assets including claims against the Company or its Group companies;

The Management Board is authorized, with the approval of the Supervisory Board, to determine the further details and conditions of capital increases from authorized capital and the issue of shares. The dividend entitlement of the new shares may also deviate from Section 60 para. (2) AktG; in particular, the new shares may also - to the extent permitted by law - carry dividend entitlement from the beginning of the financial year preceding their issue if, at the time of issue of the new shares, the Annual General Meeting has not yet adopted a resolution on the appropriation of profits for this financial year.

The Supervisory Board is authorized to amend the wording of the Articles of Association after utilization of Authorized Capital 2022/I or expiry of the period for utilization of Authorized Capital 2022/I accordingly.

b) Amendment of Section 4 para. (7) of the Articles of Association

Section 4 para. (7) of the Articles of Association shall be amended with effect from the entry of the amendment to the Articles of Association proposed under the following lit. d) of this agenda item and reworded as follows:

- „(7) *The Management Board is authorized, with the approval of the Supervisory Board, to increase the share capital in the period until June 15, 2027 by a total of up to EUR 1,300,000.00 (in words: Euro one million and three hundred thousand) by issuing up to 1,300,000 new registered no-par value shares against cash and/or contributions in kind on one or several occasions (Authorized Capital 2022/I).*

Shareholders must in principle be granted a subscription right. The shares may also be underwritten by one or more credit institutions or companies within the meaning of Section 186 para. (5) sent. 1 AktG with the obligation to offer them to the shareholders of the Company for subscription.

The Management Board is authorized, with the approval of the Supervisory Board, to exclude shareholders' subscription rights for one or more capital increases within the scope of Authorized Capital 2022/I in the following cases:

- i) to exclude fractional amounts from subscription rights;*
- ii) in the case of a capital increase in exchange for cash contributions, if the issuing price of the new shares is not significantly lower than the stock exchange price of the already listed shares of the company; however, this authorization only applies on the condition that the calculated proportion of the share capital attributable to the shares issued under an exclusion of subscription rights pursuant to Section 186 para. (3) sent. 4 AktG may not exceed the limit of 10% of the share capital of the Company either at the time the Authorized Capital 2022/I becomes effective or – if this amount is lower – at the time the Authorized Capital 2022/I is exercised. The proportionate amount of share capital is to be set off against the 10% limit of share capital attributable to (a) attributable to shares sold during the term of Authorized Capital 2022/I ("Reduced Authorized Capital 2022/I") reduced by resolution of the Annual General Meeting on June 14, 2023 under agenda item 9 on the basis of an authorization to sell treasury shares in accordance with Section 71 para. (1) No. 8 sent. 5, Section 186 para. (3) sent. 4 AktG under exclusion of subscription rights; (b) shares that can be or are to be issued to satisfy subscription rights or conversion or option rights or obligations arising from convertible bonds and/or bonds with warrants, profit participation rights and/or participating bonds (or combinations of these instruments) (together "bonds"), provided that the corresponding bonds are issued during the term of the Reduced Authorized Capital 2022/I in analogous application of Section 186 para. (3) sent. 4 AktG under the exclusion of shareholders' subscription rights; (c) shares issued during the term of the Reduced Authorized Capital 2022/I on the basis of other capital*

measures excluding shareholders' subscription rights in analogous application of Section 186 para. (3) sent. 4 AktG;

- iii) to the extent necessary, in order to be able to grant new shares in the Company to holders or creditors of bonds issued by the Company or by its subordinate Group companies upon the exercise of conversion or option rights or the fulfilment of a conversion or option obligation and, to the extent necessary to grant holders of conversion or option rights or creditors of convertible bonds issued by the Company or by its subordinate Group companies with conversion obligations or bonds with warrants, a subscription right to new shares to the extent to which they would be entitled as shareholders after exercising their option or conversion rights or after fulfilling their conversion or option obligations;*
- iv) in the event of a capital increase against contributions in kind, in particular in connection with mergers of companies or the (also indirect) acquisition of companies, operations, parts of companies, participations or other assets or claims for the acquisition of assets including claims against the Company or its Group companies;*

The Management Board is authorized, with the approval of the Supervisory Board, to determine the further details and conditions of capital increases from authorized capital and the issue of shares. The dividend entitlement of the new shares may also deviate from Section 60 para. (2) AktG; in particular, the new shares may also - to the extent permitted by law - carry dividend entitlement from the beginning of the financial year preceding their issue if, at the time of issue of the new shares, the Annual General Meeting has not yet adopted a resolution on the appropriation of profits for this financial year.

The Supervisory Board is authorized to amend the wording of the Articles of Association after utilization of Authorized Capital 2022/I or expiry of the period for utilization of Authorized Capital 2022/I accordingly.“

c) Creation of a new Authorized Capital 2023/I

The Management Board is authorized, with the approval of the Supervisory Board, to increase the share capital in the period until June 13, 2028 by a total of up to EUR 13,338,986.00 (in words: Euro thirteen million three hundred and thirty-eight thousand nine hundred and eighty-six) by issuing up to 13,338,986 new registered no-par value

shares against cash and/or contributions in kind on one or several occasions (Authorized Capital 2023/I).

Shareholders must in principle be granted a subscription right. The shares may also be underwritten by one or more credit institutions or companies within the meaning of Section 186 para. (5) sent. 1 AktG with the obligation to offer them to the shareholders of the Company for subscription.

The Management Board is authorized, with the approval of the Supervisory Board, to exclude shareholders' subscription rights for one or more capital increases within the scope of Authorized Capital 2023/I in the following cases:

- i) to exclude fractional amounts from subscription rights;
- ii) in the case of a capital increase in exchange for cash contributions, if the issuing price of the new shares is not significantly lower than the stock exchange price of the already listed shares of the Company; however, this authorization only applies on the condition that the calculated proportion of the share capital attributable to the shares issued under an exclusion of subscription rights pursuant to Section 186 para. (3) sent. 4 AktG may not exceed the limit of 10% of the share capital of the Company either at the time the Authorized Capital 2023/I becomes effective or – if this amount is lower – at the time the Authorized Capital 2023/I is exercised. The proportionate amount of share capital is to be set off against the 10% limit of share capital attributable to (a) shares sold during the term of the Authorized Capital 2023/I on the basis of an authorization to sell treasury shares pursuant to Sections 71 para. (1) No. 8 sent. 5, 186 para. (3) sent. 4 AktG under exclusion of subscription rights; (b) shares that can be or are to be issued to satisfy subscription rights or conversion or option rights or obligations arising from convertible bonds and/or bonds with warrants, profit participation rights and/or participating bonds or bonds with warrants (or a combination of these instruments) (together “bonds”), provided that the corresponding bonds are issued during the term of the Authorized Capital 2023/I in analogous application of Section 186 para. (3) sent. 4 AktG under exclusion of shareholders' subscription rights; (c) shares issued during the term of the Authorized Capital 2023/I on the basis of other capital measures excluding shareholders' subscription rights in analogous application of Section 186 para. (3) sent. 4 AktG;

- iii) to the extent necessary, in order to be able to grant new shares in the Company to holders or creditors of bonds issued by the Company or by its subordinate Group companies upon the exercise of conversion or option rights or the fulfilment of a conversion or option obligation and, to the extent necessary to grant holders of conversion or option rights or creditors of convertible bonds issued by the Company or by its subordinate Group companies with conversion obligations or bonds with warrants, a subscription right to new shares to the extent to which they would be entitled as shareholders after exercising option or conversion rights or after fulfilling their conversion or option obligations;
- iv) in the event of a capital increase against contributions in kind, in particular in connection with mergers of companies or the (also indirect) acquisition of companies, operations, parts of companies, participations or other assets or claims for the acquisition of assets including claims against the Company or its Group companies;

The Management Board is authorized, with the approval of the Supervisory Board, to determine the further details and conditions of capital increases from authorized capital and the issue of shares. The dividend entitlement of the new shares may also deviate from Section 60 para. (2) AktG; in particular, the new shares may also - to the extent permitted by law - carry dividend entitlement from the beginning of the financial year preceding their issue if, at the time of issue of the new shares, the Annual General Meeting has not yet adopted a resolution on the appropriation of profits for this financial year.

The Supervisory Board is authorized to amend the wording of the Articles of Association after utilization of Authorized Capital 2023/I or expiry of the period for utilization of Authorized Capital 2023/I accordingly.

d) Amendment of the Articles of Association

After Section 4 para. (18) of the Articles of Association, a new Section 4 para. (19) shall be inserted as follows:

„(19) The Management Board is authorized, with the approval of the Supervisory Board, to increase the share capital in the period until June 13, 2028 by a total of up to EUR 13,338,986.00 (in words: Euro thirteen million three hundred and thirty-eight thousand nine hundred and eighty-six) by issuing up to 13,338,986 new registered no-par value shares against cash

and/or contributions in kind on one or several occasions (Authorized Capital 2023/I).

Shareholders must in principle be granted a subscription right. The shares may also be underwritten by one or more credit institutions or companies within the meaning of Section 186 para. (5) sent. 1 AktG with the obligation to offer them to the shareholders of the company for subscription.

The Management Board is authorized, with the approval of the Supervisory Board, to exclude shareholders' subscription rights for one or more capital increases within the scope of Authorized Capital 2023/I in the following cases:

- i) to exclude fractional amounts from subscription rights;*
- ii) in the case of a capital increase in exchange for cash contributions, if the issuing price of the new shares is not significantly lower than the stock exchange price of the already listed shares of the company; however, this authorization only applies on the condition that the calculated proportion of the share capital attributable to the shares issued under an exclusion of subscription rights pursuant to Section 186 para. (3) sent. 4 AktG may not exceed the limit of 10 % of the share capital of the Company either at the time the Authorized Capital 2023/I becomes effective or – if this amount is lower – at the time the Authorized Capital 2023/I is exercised. The proportionate amount of share capital is to be set off against the 10 % limit of share capital attributable to (a) shares sold during the term of the Authorized Capital 2023/I on the basis of an authorization to sell treasury shares pursuant to Sections 71 para. (1) No. 8 sent. 5, 186 para. (3) sent. 4 AktG under exclusion of subscription rights; (b) shares that can be or are to be issued to satisfy subscription rights or conversion or option rights or obligations arising from convertible bonds and/or bonds with warrants, profit participation rights and/or participating bonds or bonds with warrants (or a combination of these instruments) (together “bonds”), provided that the corresponding bonds are issued during the term of the Authorized Capital 2023/I in analogous application of Section 186 para. (3) sent. 4 AktG under exclusion of shareholders' subscription rights; (c) shares issued during the term of the Authorized Capital 2023/I on the basis of other capital measures excluding shareholders' subscription rights in analogous application of Section 186 para. (3) sent. 4 AktG;*

iii) *to the extent necessary, in order to be able to grant new shares in the Company to holders or creditors of bonds issued by the Company or by its subordinate Group companies upon the exercise of conversion or option rights or the fulfilment of a conversion or option obligation and, to the extent necessary to grant holders of conversion or option rights or creditors of convertible bonds issued by the Company or by its subordinate Group companies with conversion obligations or bonds with warrants, a subscription right to new shares to the extent to which they would be entitled as shareholders after exercising option or conversion rights or after fulfilling their conversion or option obligations;*

iv) *in the event of a capital increase against contributions in kind, in particular in connection with mergers of companies or the (also indirect) acquisition of companies, operations, parts of companies, participations or other assets or claims for the acquisition of assets including claims against the Company or its Group companies;*

The Management Board is authorized, with the approval of the Supervisory Board, to determine the further details and conditions of capital increases from authorized capital and the issuance of shares. The dividend entitlement of the new shares may also deviate from Section 60 para. (2) AktG; in particular, the new shares may also - to the extent permitted by law - carry dividend entitlement from the beginning of the financial year preceding their issue if, at the time of issue of the new shares, the Annual General Meeting has not yet adopted a resolution on the appropriation of profits for this financial year.

The Supervisory Board is authorized to amend the wording of the Articles of Association after utilization of Authorized Capital 2023/I or expiry of the period for utilization of Authorized Capital 2023/I accordingly.“

10. Resolution on the cancellation of the existing Authorized Capital 2022/II in Section 4 para. (13) of the Articles of Association and the creation of a new Authorized Capital 2023/II with the possibility of excluding shareholders' subscription rights, and the corresponding amendment to Section 4 of the Articles of Association

The Annual General Meeting of the Company on June 16, 2022 created under agenda item 9 in Section 4 para. (13) of the Articles of Association in the form of Authorized Capital 2022/II an authorization for the Management Board to increase the share capital of the Company. Accordingly, the Management Board was authorized, with the approval of the Supervisory Board, to increase the share capital in the period up to June 15, 2027, by up to a total of EUR 12,556,343.00 by issuing up to 12,556,343 new registered no-par value shares against cash and/or contributions in kind on one or several occasions with the option of excluding subscription rights (Authorized Capital 2022/II). The authorization of Authorized Capital 2022/II has not been exercised to date.

The authorization granted by the Annual General Meeting on June 16, 2022 in the form of Authorized Capital 2022/II can only be utilized to a limited extent due to the issuance of convertible bonds in February 2023 under exclusion of subscription rights. The exclusion of subscription rights that took place when the convertible bonds were issued is to be counted towards the authorization to exclude subscription rights under Authorized Capital 2022/II.

The Company relies on being able to cover its financial requirements quickly and flexibly, to react quickly to market conditions and to increase its equity.

It is therefore intended to pass a resolution on the cancellation of the existing Authorized Capital 2022/II in Section 4 para. (13) and the creation of a new Authorized Capital 2023/II in Section 4 para. (13) of the Articles of Association with the option to exclude shareholders' subscription rights.

The existing Authorized Capital 2022/II was limited in its scope to only 5% of the then current share capital of Delivery Hero SE at the time. To provide shareholders with sufficient protection against a dilution of their shareholding in the Company, the Authorized Capital 2023/II shall again be limited in its scope to only 5% of the current share capital and thus to EUR 13,338,986.00.

The Management Board and the Supervisory Board therefore propose that the following resolution be adopted:

a) Cancellation of Authorized Capital 2022/II in Section 4 para. (13) of the Articles of Association

The authorization of the Management Board set out in Section 4 para. (13) of the Articles of Association in the form of Authorized Capital 2022/II shall be cancelled with effect from the entry of the new Authorized Capital 2023/II in Section 4 para. (13) of the Articles of Association, insofar as the Authorized Capital 2022/II has not yet been used at the time of entry of this cancellation of Authorized Capital 2022/II.

b) Creation of a new Authorized Capital 2023/II

The Management Board is authorized, with the approval of the Supervisory Board, to increase the share capital in the period until June 13, 2028 by a total of up to EUR 13,338,986.00 (in words: Euro thirteen million three hundred and thirty-eight thousand nine hundred and eighty-six) by issuing up to 13,338,986 new registered no-par value shares against cash and/or contributions in kind on one or several occasions (Authorized Capital 2023/II).

Shareholders must in principle be granted a subscription right. The shares may also be underwritten by one or more credit institutions or companies within the meaning of Section 186 para. (5) sent. 1 AktG with the obligation to offer them to the shareholders of the Company for subscription.

The Management Board is authorized, with the approval of the Supervisory Board, to exclude shareholders' subscription rights for one or more capital increases within the scope of Authorized Capital 2023/II in the following cases:

- i) to exclude fractional amounts from subscription rights;
- ii) in the case of a capital increase in exchange for cash contributions, if the issuing price of the new shares is not significantly lower than the stock exchange price of the already listed shares of the Company; however, this authorization only applies on the condition that the calculated proportion of the share capital attributable to the shares issued under an exclusion of subscription rights pursuant to Section 186 para. (3) sent. 4 AktG may not exceed the limit of 10% of the share capital of the Company either at the time the Authorized Capital 2023/II becomes effective or - if this amount is lower - at the time the Authorized Capital 2023/II is exercised. The proportionate amount of share capital is to be set off against the 10% limit of share capital attributable to (a) shares sold during the term of the

Authorized Capital 2023/II on the basis of an authorization to sell treasury shares pursuant to Sections 71 para. (1) no. 8 sent. 5, 186 (3) sent. 4 AktG under exclusion of subscription rights; (b) shares that can be or are to be issued to satisfy subscription rights or conversion or option rights or obligations arising from convertible bonds and/or bonds with warrants, profit participation rights and/or participating bonds or bonds with warrants (or a combination of these instruments) (together "bonds"), provided that the corresponding bonds are issued during the term of the Authorized Capital 2023/II in analogous application of Section 186 para. (3) sent. 4 AktG under exclusion of shareholders' subscription rights; (c) shares issued during the term of the Authorized Capital 2023/II on the basis of other capital measures excluding shareholders' subscription rights in analogous application of Section 186 para. (3) sent. 4 AktG;

- iii) to the extent necessary, in order to be able to grant new shares in the Company to holders or creditors of bonds issued by the Company or by its subordinate Group companies upon the exercise of conversion or option rights or the fulfilment of a conversion or option obligation and, to the extent necessary to grant holders of conversion or option rights or creditors of convertible bonds issued by the Company or by its subordinate Group companies with conversion obligations or bonds with warrants, a subscription right to new shares to the extent to which they would be entitled as shareholders after exercising their option or conversion rights or after fulfilling their conversion or option obligations;
- iv) in the event of a capital increase against contributions in kind, in particular in connection with mergers of companies or the (also indirect) acquisition of companies, operations, parts of companies, participations or other assets or claims for the acquisition of assets including claims against the Company or its Group companies;

The Management Board is authorized, with the approval of the Supervisory Board, to determine the further details and conditions of capital increases from authorized capital and the issue of shares. The dividend entitlement of the new shares may also deviate from Section 60 para. (2) AktG; in particular, the new shares may also - to the extent permitted by law - carry dividend entitlement from the beginning of the financial year preceding

their issue if, at the time of issue of the new shares, the Annual General Meeting has not yet adopted a resolution on the appropriation of profits for this financial year.

The Supervisory Board is authorized to amend the wording of the Articles of Association after utilization of Authorized Capital 2023/II or expiry of the period for utilization of Authorized Capital 2023/II accordingly.

c) Amendment to the Articles of Association

Section 4 para. (13) of the Articles of Association is amended and restated as follows:

„(13) The Management Board is authorized, with the approval of the Supervisory Board, to increase the share capital in the period until June 13, 2028 by a total of up to EUR 13,338,986.00 (in words: Euro thirteen million three hundred and thirty-eight thousand nine hundred and eighty-six) by issuing up to 13,338,986 new registered no-par value shares against cash and/or contributions in kind on one or several occasions (Authorized Capital 2023/II).

Shareholders must in principle be granted a subscription right. The shares may also be underwritten by one or more credit institutions or companies within the meaning of Section 186 para. (5) sent. 1 AktG with the obligation to offer them to the shareholders of the company for subscription.

The Management Board is authorized, with the approval of the Supervisory Board, to exclude shareholders' subscription rights for one or more capital increases within the scope of Authorized Capital 2023/II in the following cases:

- i) to exclude fractional amounts from subscription rights;*
- ii) in the case of a capital increase in exchange for cash contributions, if the issuing price of the new shares is not significantly lower than the stock exchange price of the already listed shares of the Company; however, this authorization only applies on the condition that the calculated proportion of the share capital attributable to the shares issued under exclusion of subscription rights pursuant to Section 186 para. (3) sent. 4 AktG may not exceed the limit of 10 % of the share capital of the Company either at the time the Authorized Capital 2023/II becomes effective or - if this amount is lower - at the time the Authorized Capital 2023/II is exercised. The proportionate amount of share capital is to be set off against the 10 % limit of share capital*

attributable to (a) shares sold during the term of the Authorized Capital 2023/II on the basis of an authorization to sell treasury shares pursuant to Sections 71 para. (1) No. 8 sent. 5, 186 para. (3) sent. 4 AktG under exclusion of subscription rights; (b) shares that can be or are to be issued to satisfy subscription rights or conversion or option rights or obligations arising from convertible bonds and/or bonds with warrants, profit participation rights and/or participating bonds or bonds with warrants (or a combinations of these instruments) (together "bonds"), provided that the corresponding bonds are issued during the term of the Authorized Capital 2023/II in analogous application of Section 186 para. (3) sent. 4 AktG under exclusion of shareholders' subscription rights; (c) shares issued during the term of the Authorized Capital 2023/II on the basis of other capital measures excluding shareholders' subscription rights in analogous application of Section 186 para. (3) sent. 4 AktG;

- iii) to the extent necessary in order to be able to grant new shares in the Company to holders or creditors of bonds issued by the Company or by its subordinate Group companies upon the exercise of conversion or option rights or the fulfilment of a conversion or option obligation and, to the extent necessary to grant holders of conversion or option rights or creditors of convertible bonds issued by the Company or by its subordinate Group companies with conversion obligations or bonds with warrants a subscription right to new shares to the extent to which they would be entitled as shareholders after exercising their option or conversion rights or after fulfilling their conversion or option obligations;*
- iv) in the event of a capital increase against contributions in kind, in particular in connection with mergers of companies or the (also indirect) acquisition of companies, operations, parts of companies, participations or other assets or claims for the acquisition of assets including claims against the Company or its Group companies;*

The Management Board is authorized, with the approval of the Supervisory Board, to determine the further details and conditions of the capital increases from authorized capital and the issue of shares. The dividend entitlement of the new shares may also deviate from

Section 60 para. (2) AktG; in particular, the new shares may also - to the extent permitted by law - carry dividend entitlement from the beginning of the financial year preceding their issue if, at the time of issue of the new shares, the Annual General Meeting has not yet adopted a resolution on the appropriation of profits for this financial year.

The Supervisory Board is authorized to amend the wording of the Articles of Association after utilization of Authorized Capital 2023/II or expiry of the period for utilization of Authorized Capital 2023/II accordingly.”

Report of the Management Board on the authorizations of the Management Board mentioned under agenda item 9 and 10 to exclude subscription rights pursuant to Section 203 para. (2) sent. 2 in conjunction with Section 186 para. (4) sent. 2 AktG

Under agenda items 9 and 10, the Management Board and the Supervisory Board propose (i) to partially cancel the existing Authorized Capital 2022/I and to reduce it to a volume of EUR 1,300,000.00 and (ii) at the same time to create a new Authorized Capital 2023/I in the amount of EUR 13,338,986.00 with the option to exclude subscription rights and (iii) to cancel the Authorized Capital 2022/II in full and to create a (iv) new Authorized Capital 2023/II in the amount of EUR 13,338,986.00 with the option to exclude subscription rights.

The Management Board hereby submits the following report in accordance with Section 203 para. (2) sent. 2 in conjunction with Section 186 para. (4) sent. 2 AktG:

The Company relies on being able to cover its financial requirements quickly and flexibly, to react quickly to market conditions and to increase its equity as well as to be able to provide shares in the context of a capital increase against contributions in kind.

In this context, the availability of financing instruments is of particular importance, irrespective of the interval of the Annual General Meetings, as the point in time at which corresponding funds need to be raised cannot always be determined in advance. Accordingly, decisions to cover such capital requirements generally must be made at short notice. In addition, any transactions can often only be carried out successfully in competition with other companies if secured financing instruments are already available at the time negotiations begin. The legislator has taken account of the resulting need of companies and grants stock corporations and SEs the possibility of authorizing the management, for a limited period and limited in amount, to increase the share capital without a further resolution by the General Meeting. Against this background, common reasons for using authorized capital are to strengthen the equity base and to finance acquisitions of shareholdings.

The Management Board and Supervisory Board are of the opinion that it is reasonable to continue to allow the Company to increase the share capital on short notice under exclusion of subscription rights in order to give the Company flexibility for financing further growth and any acquisition opportunities, which may arise.

The authorizations granted by the Annual General Meeting on June 16, 2022 in the form of Authorized Capital 2022/I and Authorized Capital 2022/II can only be utilized to a limited extent due to the issue of convertible bonds excluding subscription rights, which took place in the meantime in February 2023. The exclusion of subscription rights that took place when the convertible bonds were issued is to be counted towards the authorization to exclude subscription rights under Authorized Capital 2022/I and Authorized Capital 2022/II.

With the proposed partial cancellation and reduction of the Authorized Capital 2022/I to a volume of EUR 1,300,000.00 in Section 4 para. (7) of the Articles of Association and the creation of the new Authorized Capital 2023/I as well as the full cancellation of Authorized Capital 2022/II and the creation of the new Authorized Capital 2023/II, the Management Board of Delivery Hero SE will therefore be able to, at any time, align the net equity base of Delivery Hero SE to the business requirements within the specified limits and will be able to act swiftly and flexibly in the interest of the Company. In order to be able to do so, the Company must always have the necessary financing instruments available, regardless of specific utilization plans. As decisions on the covering of capital needs are normally to be made on short notice, it is important for the Company not to depend on the interval of the Annual General Meetings and not to have to wait for extraordinary General Meetings. The legislator has considered this requirement by way of the instrument of authorized capital.

By reducing the Authorized Capital 2022/I, the Management Board is authorized to increase, with the approval of the Supervisory Board, the Company's share capital once or several times until June 15, 2027 by issuing up to 1,300,000 new registered no-par value shares against cash and/or contribution in kind by a total of up to EUR 1,300,000.00; with the creation of Authorized Capital 2023/I and Authorized Capital 2023/II, the Management Board is authorized, with the approval of the Supervisory Board, to each increase the Company's share capital once or several times until June 13, 2028 by issuing up to 13,338,986 new registered no-par value shares against cash and/or contribution in kind by a total of up to EUR 13,338,986.00.

When utilizing the Authorized Capital 2022/I, the Authorized Capital 2023/I and the Authorized Capital 2023/II shareholders are generally entitled to a subscription right. Pursuant to Section 203 para. (1) sent. 1 AktG in conjunction with Section 186 para. (5) AktG, the new shares can also be taken over by one or several credit institutions that must undertake to offer them to the shareholders for subscription ("indirect subscription right"). In this context, the Management Board, with the approval of the Supervisory Board, shall be allowed to design the subscription right partly as an immediate subscription right and otherwise as an indirect subscription right. The proposed authorization provides for the Management Board to be allowed to exclude the shareholders' subscription right, in whole or in part, in the below-described cases, in accordance with the legal provisions and with the approval of the Supervisory Board.

Exclusion of subscription rights for fractional amounts

The Management Board shall be authorized to exclude the shareholders' subscription right for fractional amounts with the approval of the Supervisory Board. Such exclusion of the subscription right shall enable a practicable subscription process and thus facilitate the technical implementation of a capital increase. The value of the fractional amounts is generally low, but the expense of issuing shares without excluding the subscription right for fractional amounts is usually much higher. With respect to fractional amounts, the costs associated with trading in subscription rights would be out of proportion to the shareholders' actual benefits. The new shares, which - as "free fractions" - are excluded from the shareholders' subscription right, will be used in the Company's best interest. The exclusion of the subscription right in these cases therefore serves the practicability and facilitated execution of an issuance of new shares.

Exclusion of subscription rights in case of capital increases by way of contribution in kind

The Management Board shall also be authorized to exclude the shareholders' subscription right with the approval of the Supervisory Board in case of a capital increase against contributions in kind, in particular in connection with mergers of companies or the (also indirect) acquisition of companies, operations, parts of companies, participations or other assets or claims for the acquisition of assets including claims against the Company or its Group companies. This should enable Delivery Hero SE to swiftly and flexibly offer shares in the Company in appropriate cases in order to fulfill claims arising from the preparation, execution, implementation or settlement of contractual or statutory acquisitions as well as mergers. Delivery Hero SE has to be able to act swiftly and flexibly in the interest of its shareholders, at any time. This includes acquiring, on short notice, companies, parts of

companies, participations in companies or assets in relation to an acquisition of assets in order to improve its competitive position. In return, it may be reasonable or even necessary to grant shares in order to preserve liquidity or to meet the sellers' expectations. The granting of shares instead of money may also make sense from the perspective of an optimal financing structure. This will not be disadvantageous to the Company, as the emission of shares against a contribution in kind requires for the value of such contribution in kind to be in due proportion to the value of the shares. When determining the valuation ratio, the Management Board will make sure to protect the interests of the Company and of its shareholders appropriately and to achieve an adequate issue price for the new shares. Moreover, the Company's listing on the stock exchange essentially gives every shareholder the opportunity to increase its participation quota by acquiring additional shares.

Exclusion of subscription rights in case of cash capital increases pursuant to Section 186 para. (3) sent. 4 AktG

In case of cash capital increases, the Management Board shall be authorized to exclude the subscription right pursuant to Section 203 para. (1) sent. 1, para. (2) AktG, Section 186 para. (3) sent. 4 AktG with the approval of the Supervisory Board, if the par value of the new shares does not fall substantially short of the stock exchange price of the already listed shares. It may be reasonable to use this option of excluding the subscription right if the Company wishes to take advantage of favorable market conditions swiftly and flexibly and to cover, on very short notice, any capital requirements that may arise in this context. The two-week subscription period that is required when granting a subscription right to the shareholders (Section 203 para. (1) sent. 1 in conjunction with Section 186 para. (1) sent. 2 AktG) does not allow for a comparable short-term reaction to current market conditions. Moreover, due to the volatility of the equity markets, conditions close to market-conditions can generally only be achieved if they do not bind the Company over a longer period. When granting a subscription right, Section 203 para. (1) sent. 1 AktG in conjunction with Section 186 para. (2) AktG requires for the final subscription price to be published no later than three days before the expiry of the subscription period. This means that the granting of a subscription right is associated with a greater market risk - in particular the risk of share price changes existing for several days - than an allocation without subscription rights. For a successful placement, therefore, appropriate safety discounts to the current stock exchange price are regularly required when granting subscription rights; this will normally result in less favorable conditions for the Company

than a capital increase under exclusion of the subscription right. The exclusion of the subscription right allows for a placement close to the stock exchange price. Also, if a subscription right is granted, a complete placement is not easily guaranteed due to the uncertainty regarding the exercise of the subscription rights by the beneficiaries and a subsequent placement with third parties is normally associated with extra expenses.

The portion of the share capital attributable to the shares issued under such an exclusion of subscription rights, must not, in accordance with the authorization proposed here, exceed, in total, 10% of the share capital neither at the time of said authorization taking effect nor at the time of said authorization being exercised. In this context, the legislator assumes it is possible and reasonable to expect the shareholders to maintain their participation quota by purchases on the market.

This limit of 10% of the share capital shall include the pro rata amount of share capital attributable to shares sold under the exclusion of the subscription rights during the term of Authorized Capital 2022/I, which was reduced by resolution of the Annual General Meeting of June 14, 2023 under agenda item 9 ("Reduced Authorized Capital 2022/I"), Authorized Capital 2023/I and Authorized Capital 2023/II on the basis of an authorization to sell treasury shares pursuant to or in accordance with Sections 71 para. (1) No. 8 sent. 5, 186 para. (3) sent. 4 AktG.

Moreover, the pro rata amount of the share capital attributable to the shares issued during the term of the Reduced Authorized Capital 2022/I, the Authorized Capital 2023/I and the Authorized Capital 2023/II on the basis of other authorizations to issue shares of the Company under exclusion of shareholders' subscription rights in direct or analogous application of Section 186 para. (3) sent. 4 AktG shall also be included. Furthermore, the pro rata amount of the share capital shall be included that is attributable to the shares that can be issued or are to be issued to service bonds with conversion and/or option rights or with conversion and/or option obligations, provided that the bonds are issued during the term of the Reduced Authorized Capital 2022/I, the Authorized Capital 2023/I and the Authorized Capital 2023/II under exclusion of the shareholders' subscription rights in analogous application of Section 186 para. (3) sent. 4 AktG. These deductions serve to protect the shareholders in order to keep the dilution of their participation as low as possible. The crediting model makes it possible that even if capital measures are combined with the issue of bonds and/or the sale of treasury shares, the participation quota of the shareholders is not diluted by more than 10%. Furthermore, due to the issue price of the new shares being close to the stock exchange price and due to the limitation of the size

of the capital increase without subscription rights, shareholders generally have the opportunity to maintain their participation quota by acquiring the required shares on approximately the same terms via the stock exchange. It is therefore ensured that, in accordance with the legal assessment of Section 186 para. (3) sent. 4 AktG, the financial and investment interests are adequately safeguarded when the Authorized Capital 2022/I, the Authorized Capital 2023/I and the Authorized Capital 2023/II is utilized under the exclusion of subscription rights, while the Company is given further scope for action in the interest of all shareholders.

Exclusion of subscription rights for warrants and convertible bonds

The Management Board shall also be authorized to exclude the shareholders' subscription right with the approval of the Supervisory Board, if and in so far as is necessary to grant the bearers or creditors of conversion and/or option rights, and/or the bearers or creditors of bonds carrying conversion and/or option obligations, which will be issued by the Company or by its affiliated companies, a subscription right to an extent they would be entitled to after the exercise of the conversion or option rights or after the fulfilment of a conversion or option obligation. The background to this is as follows: In addition to the conversion or option price, the economic value of the aforementioned conversion and/or option rights or the bonds with conversion and/or option obligations also depends in particular on the value of the shares of the Company to which the conversion and/or option rights or conversion and/or option obligations relate. In order to ensure a successful placement of the relevant bonds or to avoid a corresponding price discount in the placement, it is therefore customary to include dilution protection provisions in the terms and conditions of the bonds which protect the beneficiaries against a loss in value of their conversion or option rights due to a dilution in the value of the shares to be subscribed. The inclusion of such anti-dilution provisions in the bond or option terms is accordingly also provided in the existing and new authorizations to issue convertible bonds and/or bonds with warrants and/or profit-sharing rights with option and/or conversion rights (or a combination of these instruments). A subsequent share issue granting the shareholders' subscription rights would typically lead to such a dilution in value without protection against dilution. In that case, the aforementioned anti-dilution provisions in the terms and conditions of the bond regularly provide for a reduction of the conversion and/or option price, having the consequence that the funds received by the Company in case of a later conversion or exercise of the option or later fulfilment of a conversion or option obligation are reduced or that the number of shares to be issued by the Company is increased. As an alternative, based on which a reduction of the conversion

and/or option price can be avoided, the anti-dilution provisions normally allow for those who are eligible for bonds carrying conversion and/or option rights or conversion and/or option obligations to be granted a subscription right on new shares to an extent they would be entitled to after the exercise of their own conversion and/or option rights or after the fulfilment of their conversion and/or option obligations. They are thus treated as if they had already become shareholders by exercising their conversion or option rights or by fulfilling any conversion or option obligations prior to the subscription offer and to this extent have already become shareholders; they are thus compensated for the dilution in value - like all shareholders already involved - by the value of the subscription right. For the Company, this second alternative - namely the granting of dilution protection - has the advantage that the conversion and/or option price does not have to be reduced; it therefore serves to guarantee the greatest possible inflow of funds in the event of a subsequent conversion or exercise of an option or the subsequent fulfilment of any conversion or option obligation or reduces the number of shares to be issued in this case. This also benefits the shareholders involved, so that it also compensates for the restriction of their subscription rights. Their subscription right, as such, remains intact and is reduced merely proportionately to the extent to which a subscription right is granted not only to the participating shareholders, but also to the bearers of the conversion and/or option rights or of the bonds carrying conversion and/or option obligations. This authorization gives the Company the opportunity, in the event of a subscription rights issue, to choose between the two alternatives of granting dilution protection described above, taking into account the interests of the shareholders and the Company.

Utilization of the authorization

At this time, there are no specific plans to utilize the Authorized Capital 2023/I and the Authorized Capital 2023/II. Corresponding anticipatory resolutions including an option to exclude subscription rights are common at both the national and international level. The approval of the Supervisory Board is required for all proposed cases of exclusion of subscription rights. In addition, the Management Board will in each case carefully examine whether the utilization of the Authorized Capital 2023/I and the Authorized Capital 2023/II is in the interest of the Company; in particular, it will also examine whether any exclusion of subscription rights is objectively justified in the individual case. The Management Board will report to the next Annual General Meeting on each utilization of the authorization.

The written report of the Management Board pursuant to Section 203 para. (2) sent. 2 AktG in conjunction with Section 186 para. (4) sent. 2 AktG on the authorization of the

Management Board to exclude shareholders' subscription rights in connection with the resolution on agenda item 9 and 10 will be made accessible to the shareholders from the date of the convening of the Annual General Meeting under the following address

<https://ir.deliveryhero.com/agm>.

11. Resolution on the creation of an Authorized Capital 2023/III (Management Board and employee participation) with the possibility of excluding shareholders' subscription rights and the corresponding amendment of Section 4 of the Articles of Association

The Company intends to create an authorization to issue shares of Delivery Hero SE to members of the Management Board of Delivery Hero SE, employees, members of the management bodies and employees of companies affiliated with the Company ("employees") under a new Authorized Capital 2023/III, under exclusion of the subscription rights. In this way, the Company is given the opportunity to offer employee shares to this group of persons as part of an incentive program. The participation of employees in the context of an incentive program is in the well-understood interest of the Company and its shareholders, as it promotes employee identification with the Company, the assumption of employee responsibility and employee loyalty to the Company. Its issue enables the Company to set long-term incentives in line with its corporate strategy, taking into account not only positive but also negative developments. It is therefore an instrument which, in the interests of the Company and the shareholders, can be used to achieve greater economic responsibility on the part of employees while conserving equity. The authorization also takes account of the fact that the Company is in competition for qualified employees. The Company must face up to this competition in order to promote and strengthen its own development in the long term.

Against this background, a further Authorized Capital 2023/III in the amount of EUR 7,036,000.00 is to be created in a new Section 4 para. (20) of the Articles of Association.

The Management Board and Supervisory Board therefore propose that the following resolution be adopted:

a) Creation of a new Authorized Capital 2023/III

The Management Board is authorized, with the approval of the Supervisory Board, to increase the share capital in the period up to June 13, 2028 by up to a total of EUR 7,036,000.00 (in words: seven million and thirty-six thousand euros) by issuing up to

7,036,000 new registered no-par value shares against cash and/or contributions in kind on one or several occasions (Authorized Capital 2023/III).

Shareholders shall generally be granted subscription rights. The shares may also be taken up by one or more credit institutions or companies within the meaning of Section 186 para. (5) sent. 1 AktG with the obligation to offer them for subscription to the shareholders of the Company.

The Management Board is authorized, with the approval of the Supervisory Board, to exclude shareholders' subscription rights for one or more capital increases under Authorized Capital 2023/III,

- to grant shares to members of the Management Board of Delivery Hero SE, employees of the Company as well as members of the management bodies and employees of companies affiliated with the Company within the meaning of Sections 15 et seq. AktG or to companies of which the aforementioned persons are the direct sole economic and legal owners, also in return for the contribution of claims against the Company or affiliated companies within the meaning of Sections 15 et seq. AktG.

The Management Board is authorized, with the approval of the Supervisory Board, to determine the further details and conditions of capital increases from authorized capital and the issue of shares. The dividend entitlement of the new shares may also be structured in deviation from Section 60 para. (2) AktG; in particular, the new shares may also - to the extent permitted by law - carry dividend entitlement from the beginning of the financial year preceding their issue if, at the time of the issue of the new shares, a resolution by the Annual General Meeting on the appropriation of profits for this financial year has not yet been adopted.

The Supervisory Board is authorized to amend the wording of the Articles of Association accordingly after the utilization of Authorized Capital 2023/III or expiry of the period for the utilization of Authorized Capital 2023/III.

b) Amendment to the Articles of Association to add a new section 4 (20) to the Articles of Association

In Section 4 of the Articles of Association, a new Section 4 para. (20) shall be inserted as follows:

„(20) The Management Board is authorized, with the approval of the Supervisory Board, to increase the share capital in the period up to June 13, 2028 by up to a total of EUR 7,036,000.00 (in words: seven million and thirty-six thousand

euros) by issuing up to 7,036,000 new registered no-par value shares against cash and/or contributions in kind on one or several occasions (Authorized Capital 2023/III).

Shareholders shall generally be granted subscription rights. The shares may also be taken up by one or more credit institutions or companies within the meaning of Section 186 para. (5) sent. 1 AktG with the obligation to offer them for subscription to the shareholders of the Company.

The Management Board is authorized, with the approval of the Supervisory Board, to exclude shareholders' subscription rights for one or more capital increases under Authorized Capital 2023/III,

- to grant shares to members of the Management Board of Delivery Hero SE, employees of the Company and members of the management bodies and employees of companies affiliated with the Company within the meaning of Sections 15 et seq. AktG or to companies of which the aforementioned persons are the direct sole economic and legal owners, also in return for the contribution of claims against the Company or affiliated companies within the meaning of Sections 15 et seq. AktG.

The Management Board is authorized, with the approval of the Supervisory Board, to determine the further details and conditions of capital increases from authorized capital and the issue of shares. The dividend entitlement of the new shares may also deviate from Section 60 para. (2) AktG; in particular, the new shares may also - to the extent permitted by law - carry dividend entitlement from the beginning of the financial year preceding their issue if, at the time of issue of the new shares, the Annual General Meeting has not yet adopted a resolution on the appropriation of profits for this financial year.

The Supervisory Board is authorized to amend the wording of the Articles of Association accordingly after the utilization of Authorized Capital 2023/III or expiry of the period for the utilization of Authorized Capital 2023/III."

Report of the Management Board on the authorization of the Management Board to exclude subscription rights pursuant to Section 203 para. (2) sent. 2 AktG in conjunction with Section 186 para. (4) sent. 2 AktG referred to under agenda item 11

Under agenda item 11, the Management Board and the Supervisory Board propose to create a new Authorized Capital 2023/III with the option to exclude subscription rights.

The Management Board hereby submits the following report pursuant to Section 203 para. (2) sent. 2 AktG in conjunction with Section 186 para. (4) sent. 2 AktG:

The Management Board and the Supervisory Board consider it reasonable to create, within the framework of a new Authorized Capital 2023/III, an authorization to issue shares of Delivery Hero SE in the amount of EUR 7,036,000.00 to members of the Management Board of Delivery Hero SE, employees, members of the management bodies and employees of companies affiliated with the Company ("employees") or to companies of which the aforementioned persons are the direct sole economic and legal owners, under the exclusion of subscription rights.

The Authorized Capital 2023/III proposed under agenda item 11, shall be used to generate shares to service employee participation programs under the exclusion of subscription rights. It is common practice nationally and internationally to offer a company's employees performance incentives which tie them more closely to the company in the long term. The Management Board and Supervisory Board are convinced that a long-term employee participation program is necessary to ensure that the Company remains attractive to qualified employees in the future. Accordingly, the Company shall be given the opportunity to offer employees of the Company or of companies affiliated with the Company a corresponding compensation component for the purchase of shares. In particular for tax law considerations, the issue of shares shall also be possible to investment vehicles of the aforementioned persons. In this way, the attractiveness of the Company in the competition for qualified managers and employees is to be further increased. Specifically, the possibility of acquiring shares as part of a long-term employee participation program is intended to create a special performance incentive, the benchmark for which is the value of the Company as reflected in the price of the Company's shares and which is to be increased.

The interests of the employees - like those of the shareholders - are therefore focused on increasing the value of the Company. This also benefits the shareholders through the resulting positive effects on the stock market price of Delivery Hero SE's shares. Employees can participate in this by having the opportunity to purchase shares. In such a case, the scope of a capital increase from Authorized Capital 2023/III excluding subscription rights for the purpose of servicing employee participation programs will be limited to EUR 7,036,000, which corresponds to a share of only around 2.63% of the current share capital of the Company. The Management Board and Supervisory Board consider this to be appropriate.

Utilization of the authorization

Corresponding anticipatory resolutions with the option to exclude subscription rights are common practice both nationally and internationally. In the case of the proposed exclusion of subscription rights, the approval of the Supervisory Board is required. The Management Board will also carefully examine in each case whether the use of Authorized Capital 2023/III is in the interests of the Company; in particular, it will also examine whether any exclusion of subscription rights is objectively justified in the individual case. The Management Board will report to the next Annual General Meeting on each utilization of the authorization.

The written report of the Management Board pursuant to Section 203 para. (2) sent. 2 AktG in conjunction with Section 186 para. (4) sent. 2 AktG on the authorization of the Management Board to exclude shareholders' subscription rights in connection with the resolution on agenda item 11 will be made available to shareholders from the date of the convening of the Annual General Meeting under the following address

<https://ir.deliveryhero.com/agm.>

12. Resolution on an authorization to issue convertible bonds, bonds with warrants, profit participation rights and/or profit participating bonds (or combinations of these instruments) with the possibility to exclude subscription rights and on the creation of a Conditional Capital 2023/I as well as on the corresponding amendment of Section 4 of the Articles of Association

The Annual General Meeting of the Company on June 16, 2022 passed a resolution under agenda items 10 and 11, respectively, on a new authorization to issue convertible bonds, bonds with warrants, profit participation rights and/or participating bonds (or combinations of these instruments) with the option to exclude subscription rights and on the creation of Conditional Capital 2022/I and Conditional Capital 2022/II.

In order to keep the dilution of existing shareholders low, the scope of both Conditional Capital 2022/I and Conditional Capital 2022/II was each limited to 5% of the then current share capital of Delivery Hero SE.

The Company made use of these authorizations in February 2023 and issued convertible bonds in the total amount of approximately EUR 1 billion with a term until February 2030; shareholders' subscription rights were excluded in this context.

As a result, the authorizations can only be used to a limited extent.

In order to continue to provide the Company with the necessary flexibility in the future to issue convertible and/or bonds with warrants for corporate financing, a new, essentially identical authorization to issue convertible or bonds with warrants and a new conditional capital in the amount of EUR 13,338,986.00 (Conditional Capital 2023/I) shall be created.

The Management Board and the Supervisory Board therefore propose that the following resolution be adopted:

a) Creation of an authorization to issue convertible bonds, bonds with warrants, profit participation rights and/or profit participating bonds (or combinations of these instruments) with the possibility of excluding subscription rights

aa) Nominal amount, period of authorization, number of shares

The Management Board is authorized with the approval of the Supervisory Board, until June 13, 2028 once or several times to issue bearer or registered convertible bonds, bonds with warrants, profit participation rights and/or profit participating bonds (or a combination of these instruments) (hereinafter together "Bonds") of a nominal amount up to EUR 3,000,000,000.00 with or without a limited term and to grant the creditors or holders of Bonds conversion or option rights to shares in the Company with a proportional amount of the share capital of up to EUR 13,338,986.00 in accordance with the more detailed terms of the relevant warrant or convertible bonds or profit participation rights (together the "Terms").

Bonds may be issued against cash contributions, but also against contributions in kind, in particular participations in other companies.

The relevant Terms may also provide for a conversion or option obligation as well as a tender right of the issuer to deliver shares of the Company at the end of the term or at another time (in any combination). The authorization includes the option to grant shares of the Company to holders or creditors of Bonds who exercise their conversion or option rights, fulfill their conversion or option obligations, or tender shares.

The Bonds may be issued once or several times, in whole or in part or simultaneously in different tranches.

In addition to Euro, the Bonds can also be issued - subject to limitation to the corresponding Euro value - in the statutory currency of an OECD country.

The Bonds can also be issued by dependent companies and by companies in which the Company owns a majority interest either directly or indirectly; in that case, the Management Board is authorized for the dependent or majority-held company to guarantee the Bonds and to grant the creditors of such Bonds conversion or option rights for shares of the Company as well as to make further declarations and take further actions necessary for the successful issuance of the Bonds. In the case of the issuance of Bonds, these may be or will typically be divided into partial bonds with equal rights.

bb) Grant of subscription rights, exclusion of subscription rights

The shareholders are, in principle, to be granted subscription rights. The Bonds can thereby, according to Section 186 para. (5) AktG, be taken up by one or more financial institutions with the obligation to offer them to the shareholders of the Company (so-called indirect subscription rights). The Management Board is, however, authorized to exclude the subscription rights of shareholders to the Bonds with the approval of the Supervisory Board,

- i) in order to exclude fractional amounts from the subscription right;
- ii) if necessary to grant to holders of Bonds which were or will be issued by the Company or by a dependent company or by a direct or indirect majority-held company, a subscription right to which they would be entitled as shareholder after the exercise of the option or conversion rights or fulfilment of the conversion or option obligations;
- iii) if the Bonds with conversion or option rights or conversion or option obligations have been issued for cash and the issue price is not significantly below the theoretical value of the partial bonds calculated by recognized financial mathematical methods within the meaning of Sections 221 para. (4) sent. 2, 186 para. (3) sent. 4 AktG. This authorization to exclude subscription rights only applies to Bonds with the right to shares not exceeding a total of 10% of the share capital either at the time of the coming into effect or the time of the exercise of the authorization. Treasury shares of the Company sold during the term of this authorization with the exclusion of subscription rights of the shareholders according to Section 71 para. (1) no. 8 sent. 5 half sent. 2 AktG in connection with Section 186 para. (3) sent. 4 AktG are also to be credited against the said limit. In addition, those shares issued during the term of this authorization out of authorized

capital with the exclusion of subscription rights according to Section 203 para. (2) sent. 1 in connection with Section 186 para. (3) sent. 4 AktG are also to be credited against the said limit;

- iv) to the extent that the bonds are issued against contributions in kind or non-cash benefits, in particular for the (also indirect) acquisition of companies, businesses, parts of companies, participations or other assets or claims to the acquisition of assets including claims against the Company or its affiliated companies within the meaning of Sections 15 et seq. AktG.

If profit participation rights or profit participating bonds are issued without conversion or option rights or conversion or option obligations, the Management Board is also authorized to exclude the subscription right of shareholders with the approval of the Supervisory Board as a whole if these profit participation rights or profit participating bonds are subject to similar obligations, i.e., do not establish a membership right in the Company, do not grant any participation in the liquidation proceeds and the amount of interest is not calculated on the basis of the amount of the annual surplus, the profit according to the balance sheet or the dividends. In this case, the interest and the issue price of the profit participation rights or profit participating bonds must correspond to the actual market conditions for a comparable acquisition of funds at the time of issue.

cc) Conversion and option rights

In the event of an issue of Bonds with conversion rights, the creditors can convert their Bonds in accordance with the Terms into shares of the Company. The Terms may also provide for mandatory conversion at the end of the term or at an earlier point in time or include an issuer's tender right. The rate of conversion is set by dividing the nominal amount of a partial bond by the determined conversion price for one share of the Company. The conversion rate can also be set by the division of the issue price below the nominal value of a partial bond by the determined conversion price for one share of the Company. The conversion rate can be rounded up or down to a whole number; in addition, a premium payable in cash can be determined. In addition, it may be provided that fractions shall be combined and/or compensated in cash. The Terms can also provide for a variable conversion rate. The proportionate amount of the share capital of the shares referred to each partial bond may not exceed the nominal amount of the individual partial bond.

In the case of the issue of bonds with warrants, each partial bond will be accompanied by one or more option certificates entitling or obliging the holder, in accordance with the Terms to be determined by the Management Board, to acquire shares in the Company or which contain a tender right of the issuer. The Terms can provide that the option price can be paid in whole or in part also by the allotment of partial bonds. The subscription ratio is set by dividing the nominal amount of a partial bond by the option price for one share of the Company. The subscription ratio can be rounded up or down to a whole number; in addition, a premium payable in cash can be determined. In addition, it may be provided that fractions shall be combined and/or compensated in cash. The Terms can also provide for a variable subscription ratio. The proportionate amount of the share capital of the shares referred to each partial bond may not exceed the nominal amount of the individual partial bond.

dd) Conversion and option obligations

The Terms of the Bonds can also establish a conversion or option obligation at the end of the term or at another time (in each case "Final Maturity") or the right of the Company to grant the holder of the Bonds shares in the Company in whole or in part on Final Maturity, instead of payment of the amount due. In these cases, the conversion or option price for a share can correspond to the average volume-weighted closing price of the Company's shares in Xetra trading (or a corresponding successor system) on the Frankfurt am Main stock exchange during the ten (10) consecutive stock exchange trading days before or after the day of Final Maturity, even if this is below the minimum price referenced under lit. a) ee) below. The share capital attributable to the shares to be issued at Final Maturity of the partial bonds may not exceed the nominal amount of the individual partial bond. Section 9 para. (1) AktG in conjunction with Section 199 para. (2) AktG are to be observed.

ee) Conversion or option price

The conversion or option price for one share to be set in each case must - with the exception of cases in which an option or conversion obligation is provided - be either at least 80% of the average volume-weighted closing price of the Company's shares in Xetra trading (or a corresponding successor system) of the ten (10) stock exchange trading days in Frankfurt am Main prior to the day of the final decision of the Management Board regarding the placement of the Bonds or the acceptance

or allotment by the Company in a placement of Bonds or - in the event of the grant of a subscription right - at least 80% of the average volume-weighted closing price of the Company's shares in Xetra trading (or a corresponding successor system) during (i) the days on which the subscription rights are traded on the Frankfurt am Main stock exchange with the exception of the two last stock exchange trading days of the subscription rights trading or (ii) of the days from the beginning of the subscription period until the time of the final determination of the subscription price. Sections 9 para. (1) and 199 AktG remain unaffected.

The authorization also includes the possibility of granting dilution protection or making adjustments in certain cases in accordance with the bond terms and conditions. Dilution protection or adjustments may be provided for in particular if there are capital changes at the Company during the term of the bonds, but also in connection with dividend payments, the issuance of further convertible bonds or bonds with warrants, conversion measures and in case of other events affecting the value of the conversion or option rights that occur during the term of the Bonds (such as, for example, the acquisition of control by a third party) or if the holders of Bonds with conversion or option rights or conversion or option obligations are not granted subscription rights to the extent to which they would be entitled after exercising the conversion or option rights or fulfilling the conversion or option obligations. The reduction of the option or conversion price can also be conducted according to the more detailed provisions of the Bonds by a cash payment on the exercise of the option or conversion right or the fulfilment of the conversion or option obligations. The Terms can also provide for a value-preserving adjustment of the conversion or option price for other measures which could lead to a dilution of the value of the conversion or option rights (e.g., even in case of a dividend payment). In addition, the Company may grant a reasonable compensation payment for an early exercise of the option or conversion right. In any event, the pro rata amount of the share capital attributable to the shares to be drawn for each partial bond may not exceed the nominal amount of the relevant partial bond.

ff) Other possible constructions

The Terms can provide in each case that in the event of exercise of conversion or options or fulfilment of option and conversion obligations or for the purpose of a tender, the Company may also grant treasury shares, shares from authorized capital of the Company or other considerations. In addition, it can be provided that

the Company in the event of exercise of conversion or options or fulfilment of the option and conversion obligations grants the holders of the Bonds, instead of shares in the Company, the value thereof in cash or shares of another company listed on the stock exchange.

The Terms may also provide for the Company's right regarding the maturity of the Bonds to grant the holders of the Bonds, in whole or in part, shares in the Company or listed shares of another company instead of payment of the amount due.

In the Terms of the Bonds, it can also be provided that the number of shares, to be subscribed upon execution of the conversion or option right or the fulfilment of the conversion or option obligations, is variable and/or the conversion or option price can be changed within a range to be determined by the Management Board depending on the development of the share price or as a result of dilution protection provisions during the term.

gg) Authorization to set further bond conditions

The Management Board is authorized to set the further details for the issuance and rights under the Bonds, in particular the interest rate, issue price, term and units, conversion or option price and the conversion or option period or to determine in agreement with the board members of the dependent or directly or indirectly majority-owned company issuing the Bonds.

b) Creation of Conditional Capital 2023/I

The share capital of the Company is conditionally increased by up to EUR 13,338,986.00 (in words: thirteen million three hundred and thirty-eight thousand nine hundred and eighty-six euros) by issuing up to 13,338,986 new no-par value registered shares of the Company with a fractional amount of the registered share capital of EUR 1.00 per share (Conditional Capital 2023/I). The conditional capital increase serves the granting of shares upon the exercise of conversion or option rights or the fulfilment of conversion or option obligations or upon tender to the holders or creditors of convertible bonds, bonds with warrants, profit participation rights and/or profit participating bonds (or combinations of these instruments) (hereinafter jointly referred to as "Bonds") issued on the basis of the above authorization resolution. The new shares shall be issued on the basis of the conversion or option price to be determined in each case in accordance with the above authorization resolution. The conditional capital increase shall only be carried out to the extent that the holders or creditors of Bonds issued or guaranteed by the Company or by a dependent company or by a company in which the Company directly or indirectly holds

a majority interest, on the basis of the above authorization resolution until June 13, 2028, exercise their conversion or option rights or fulfil the conversion or option obligations under such Bonds or shares are tendered or insofar as the Company grants shares in the Company instead of paying the amount due as well as to the extent the conversion or option rights or conversion or option obligations are not serviced by treasury shares, by shares from authorized capital or by other considerations. The new shares shall participate in the profits from the beginning of the financial year in which they are created and for all subsequent financial years; in deviation hereof, the Management Board can, insofar as legally permissible and subject to the approval of the Supervisory Board, determine that the new shares shall participate in profits from the beginning of the financial year for which, at the time of the exercise of conversion or option rights, the fulfillment of conversion or option obligations or the granting in lieu of the cash amount due, no resolution of the Annual General Meeting on the appropriation of net income has been adopted. The Management Board is authorized to determine the further details of the implementation of the conditional capital increase. The Supervisory Board is authorized to amend the Articles of Association in accordance with the respective utilization of Conditional Capital 2023/I and after expiry of all option and conversion periods.

c) Amendment to the Articles of Association

In Section 4 of the Articles of Association, a new Section 4 para. (21) shall be inserted as follows:

„(21) The share capital of the Company is conditionally increased by up to EUR 13,338,986.00 (in words: thirteen million three hundred and thirty-eight thousand nine hundred and eighty-six euros) by issuing up to 13,338,986 new no-par value registered shares of the Company with a fractional amount of the registered share capital of EUR 1.00 per share (Conditional Capital 2023/I). The conditional capital increase serves the granting of shares upon the exercise of conversion or option rights or the fulfillment of conversion or option obligations or upon tender to the holders or creditors of convertible bonds, bonds with warrants, profit participation rights and/or profit participating bonds (or combinations of these instruments) (hereinafter jointly referred to as "Bonds") issued on the basis of the authorization resolution of the Annual General Meeting of June 14, 2023 under agenda item 12. The new shares shall be issued on the basis of the conversion or option price to be

determined in each case in accordance with the authorization resolution of the Annual General Meeting of June 14, 2023. The conditional capital increase shall only be carried out to the extent that the holders or creditors of Bonds issued or guaranteed by the Company or by a dependent company or by a company in which the Company directly or indirectly holds a majority interest, on the basis of the authorization resolution of the Annual General Meeting on June 14, 2023 until June 13, 2028, exercise their conversion or option rights or fulfill conversion or option obligations from such Bonds or shares are tendered or insofar as the Company grants shares in the Company instead of paying the cash amount due and to the extent the conversion or option rights or conversion or option obligations are not serviced by treasury shares, shares from authorized capital or by other considerations. The new shares shall participate in the profits from the beginning of the financial year in which they are created and for all subsequent financial years; in deviation hereof, the Management Board can, insofar as legally permissible and subject to the approval of the Supervisory Board, determine that the new shares shall participate in profits from the beginning of the financial year for which, at the time of the exercise of conversion or option rights, the fulfillment of conversion or option obligations or the granting in lieu of the cash amount due, no resolution of the Annual General Meeting on the appropriation of net income has yet been adopted. The Management Board is authorized to determine the further details of the implementation of the conditional capital increase. The Supervisory Board is authorized to amend the Articles of Association in accordance with the respective utilization of Conditional Capital 2023/I and after expiry of all option and conversion periods.“

- 13. Resolution on an authorization to issue convertible bonds, bonds with warrants, profit participation rights and/or profit participating bonds (or combinations of these instruments) with the possibility to exclude subscription rights and on the creation of a Conditional Capital 2023/II as well as on the corresponding amendment of Section 4 of the Articles of Association**

The Annual General Meeting of the Company on June 13, 2022 passed a resolution under agenda items 10 and 11, respectively, on a new authorization to issue convertible bonds, bonds with warrants, profit participation rights and/or participating bonds (or combinations of these instruments) with the option to exclude subscription rights and on

the creation of Conditional Capital 2022/I and Conditional Capital 2022/II. In order to keep the dilution of existing shareholders low, the scope of both Conditional Capital 2022/I and Conditional Capital 2022/II was limited at the time to just 5% of the then current share capital of Delivery Hero SE.

The Company made use of these authorizations in February 2023 and issued convertible bonds in the total amount of approximately EUR 1 billion with a term until February 2030; shareholders' subscription rights were excluded in this context.

As a result, the authorizations can only be used to a limited extent.

In order to continue to provide the Company with the necessary flexibility in the future to issue convertible and/or bonds with warrants for corporate financing, a new, essentially identical authorization to issue convertible or bonds with warrants and a new conditional capital in the amount of EUR 13,338,986.00 (Conditional Capital 2023/II) shall be created. In order to provide shareholders with sufficient protection against dilution of their shareholding in the Company, the Conditional Capital 2023/II and the Conditional Capital 2023/I proposed for resolution under the preceding agenda item 12 shall again be limited in scope to only 5% of the current share capital.

The Management Board and the Supervisory Board therefore propose that the following resolution be adopted:

a) Amendment of the resolution on the authorization to issue convertible bonds, bonds with warrants, profit participation rights and/or profit participating bonds (or combinations of these instruments) with the possibility of excluding subscription rights

aa) Nominal amount, period of authorization, number of shares

The Management Board is authorized with the approval of the Supervisory Board, until June 13, 2028 once or several times to issue bearer or registered convertible bonds, bonds with warrants, profit participation rights and/or profit participating bonds (or a combination of these instruments) (hereinafter together "Bonds") of a nominal amount up to EUR 3,000,000,000.00 with or without a limited term and to grant the creditors or holders of Bonds conversion or option rights to shares in the Company with a proportional amount of the share capital of up to EUR 13,338,986.00 in accordance with the more detailed terms of the relevant warrant or convertible bonds or profit participation rights (together the "Terms").

Bonds may be issued against cash contributions, but also against contributions in kind, in particular participations in other companies.

The relevant Terms may also provide for a conversion or option obligation as well as a tender right of the issuer to deliver shares of the Company at the end of the term or at another time (in any combination). The authorization includes the option to grant shares of the Company to holders or creditors of Bonds who exercise their conversion or option rights, fulfill their conversion or option obligations, or tender shares.

The Bonds may be issued once or several times, in whole or in part or simultaneously in different tranches.

In addition to Euro, the Bonds can also be issued - subject to limitation to the corresponding Euro value - in the statutory currency of an OECD country.

The Bonds can also be issued by dependent companies and by companies in which the Company owns a majority interest either directly or indirectly; in that case, the Management Board is authorized for the dependent or majority-held company to guarantee the Bonds and to grant the creditors of such Bonds conversion or option rights for shares of the Company as well as to make further declarations and take further actions necessary for the successful issuance of the Bonds. In the case of the issuance of Bonds, these may be or will typically be divided into partial bonds with equal rights.

bb) Grant of subscription rights, exclusion of subscription rights

The shareholders are, in principle, to be granted subscription rights. The Bonds can thereby, according to Section 186 para. (5) AktG, be taken up by one or more financial institutions with the obligation to offer them to the shareholders of the Company (so-called indirect subscription rights). The Management Board is, however, authorized to exclude the subscription rights of shareholders to the Bonds with the approval of the Supervisory Board,

- i) in order to exclude fractional amounts from the subscription right;
- ii) if necessary to grant to holders of Bonds which were or will be issued by the Company or by a dependent company or by a direct or indirect majority-held company, a subscription right to which they would be entitled as shareholder after the exercise of the option or conversion rights or fulfilment of the conversion or option obligations;

- iii) if the Bonds with conversion or option rights or conversion or option obligations have been issued for cash and the issue price is not significantly below the theoretical value of the partial bonds calculated by recognized financial mathematical methods within the meaning of Sections 221 para. (4) sent. 2, 186 para. (3) sent. 4 AktG. This authorization to exclude subscription rights only applies to Bonds with the right to shares not exceeding a total of 10 % of the share capital either at the time of the coming into effect or the time of the exercise of the authorization. Treasury shares of the Company sold during the term of this authorization with the exclusion of subscription rights of the shareholders according to Section 71 para. (1) No. 8 sent. 5 half sent. 2 AktG in connection with Section 186 para. (3) sent. 4 AktG are also to be credited against the said limit. In addition, those shares issued during the term of this authorization out of authorized capital with the exclusion of subscription rights according to Section 203 para. (2) sent. 1 in connection with Section 186 para. (3) sent. 4 AktG are also to be credited against the said limit;
- iv) to the extent that the bonds are issued against contributions in kind or non-cash benefits, in particular for the (also indirect) acquisition of companies, businesses, parts of companies, participations or other assets or claims to the acquisition of assets including claims against the Company or its affiliated companies within the meaning of Sections 15 et seq. AktG.

If profit participation rights or profit participating bonds are issued without conversion or option rights or conversion or option obligations, the Management Board is also authorized to exclude the subscription right of shareholders with the approval of the Supervisory Board as a whole if these profit participation rights or profit participating bonds are subject to similar obligations, i.e. do not establish a membership right in the Company, do not grant any participation in the liquidation proceeds and the amount of interest is not calculated on the basis of the amount of the annual surplus, the profit according to the balance sheet or the dividends. In this case, the interest and the issue price of the profit participation rights or profit participating bonds must correspond to the actual market conditions for a comparable acquisition of funds at the time of issue.

cc) Conversion and option rights

In the event of an issue of Bonds with conversion rights, the creditors can convert their Bonds in accordance with the Terms into shares of the Company. The Terms may also provide for mandatory conversion at the end of the term or at an earlier point in time or include an issuer's tender right. The rate of conversion is set by dividing the nominal amount of a partial bond by the determined conversion price for one share of the Company. The conversion rate can also be set by the division of the issue price below the nominal value of a partial bond by the determined conversion price for one share of the Company. The conversion rate can be rounded up or down to a whole number. In addition, a premium payable in cash can be determined. In addition, it may be provided that fractions shall be combined and/or compensated in cash. The Terms can also provide for a variable conversion rate. The proportionate amount of the share capital of the shares referred to each partial bond may not exceed the nominal amount of the individual partial bond.

In the case of the issue of bonds with warrants, each partial bond will be accompanied by one or more option certificates entitling or obliging the holder, in accordance with the Terms to be determined by the Management Board, to acquire shares in the Company or which contain a tender right of the issuer. The Terms can provide that the option price can be paid in whole or in part also by the allotment of partial bonds. The subscription ratio is set by dividing the nominal amount of a partial bond by the option price for one share of the Company. The subscription ratio can be rounded up or down to a whole number. In addition, a premium payable in cash can be determined. In addition, it may be provided that fractions shall be combined and/or compensated in cash. The Terms can also provide for a variable subscription ratio. The proportionate amount of the share capital of the shares referred to each partial bond may not exceed the nominal amount of the individual partial bond.

dd) Conversion and option obligations

The Terms of the Bonds can also establish a conversion or option obligation at the end of the term or at another time (in each case "Final Maturity") or the right of the Company to grant the holder of the Bonds shares in the Company in whole or in part on Final Maturity, instead of payment of the amount due. In these cases, the conversion or option price for a share can correspond to the average volume-weighted closing price of the Company's shares in Xetra trading (or a corresponding successor system) on the Frankfurt am Main stock exchange during

the ten (10) consecutive stock exchange trading days before or after the day of Final Maturity, even if this is below the minimum price referenced under lit. a) ee) below. The share capital attributable to the shares to be issued at Final Maturity of the partial bonds may not exceed the nominal amount of the individual partial bond. Section 9 para. (1) AktG in conjunction with Section 199 para. (2) AktG are to be observed.

ee) Conversion or option price

The conversion or option price for one share to be set in each case must - with the exception of cases in which an option or conversion obligation is provided - be either at least 80% of the average volume-weighted closing price of the Company's shares in Xetra trading (or a corresponding successor system) of the ten (10) stock exchange trading days in Frankfurt am Main prior to the day of the final decision of the Management Board regarding the placement of the Bonds or the acceptance or allotment by the Company in a placement of Bonds or - in the event of the grant of a subscription right - at least 80% of the average volume-weighted closing price of the Company's shares in Xetra trading (or a corresponding successor system) during (i) the days on which the subscription rights are traded on the Frankfurt am Main stock exchange with the exception of the two last stock exchange trading days of the subscription rights trading or (ii) of the days from the beginning of the subscription period until the time of the final determination of the subscription price. Sections 9 para. (1) and 199 AktG remain unaffected. The authorization also includes the possibility of granting dilution protection or making adjustments in certain cases in accordance with the bond terms and conditions. Dilution protection or adjustments may be provided for in particular if there are capital changes at the Company during the term of the bonds, but also in connection with dividend payments, the issuance of further convertible bonds or bonds with warrants, conversion measures and in case of other events affecting the value of the conversion or option rights that occur during the term of the Bonds (such as, for example, the acquisition of control by a third party) or if the holders of Bonds with conversion or option rights or conversion or option obligations are not granted subscription rights to the extent to which they would be entitled after exercising the conversion or option rights or fulfilling the conversion or option obligations. The reduction of the option or conversion price can also be conducted according to the more detailed provisions of the Bonds by a cash payment on the exercise of the option or conversion right or the fulfilment of the conversion or

option obligations. The Terms can also provide for a value-preserving adjustment of the conversion or option price for other measures which could lead to a dilution of the value of the conversion or option rights (e.g., even in case of a dividend payment). In addition, the Company may grant a reasonable compensation payment for an early exercise of the option or conversion right. In any event, the pro rata amount of the share capital attributable to the shares to be drawn for each partial bond may not exceed the nominal amount of the relevant partial bond.

ff) Other possible constructions

The Terms can provide in each case that in the event of exercise of conversion or options or fulfilment of option and conversion obligations or for the purpose of tender, the Company may also grant treasury shares, shares from authorized capital of the Company or other consideration. In addition, it can be provided that the Company in the event of exercise of conversion or options or fulfilment of the option and conversion obligations grants the holders of the Bonds, instead of shares in the Company, the value thereof in cash or shares of another company listed on the stock exchange.

The Terms may also provide for the Company's right regarding the maturity of the Bonds to grant the holders of the Bonds, in whole or in part, shares in the Company or listed shares of another company instead of payment of the amount due.

In the Terms of the Bonds, it can also be provided that the number of shares, to be subscribed upon execution of the conversion or option right or the fulfilment of the conversion or option obligations, is variable and/or the conversion or option price can be changed within a range to be determined by the Management Board depending on the development of the share price or as a result of dilution protection provisions during the term.

gg) Authorization to set further bond conditions

The Management Board is authorized to set the further details for the issuance and rights under the Bonds, in particular the interest rate, issue price, term and units, conversion or option price and the conversion or option period or to determine in agreement with the board members of the dependent or directly or indirectly majority-owned company issuing the Bonds.

b) Creation of Conditional Capital 2023/II

The share capital of the Company is conditionally increased by up to EUR 13,338,986.00 (in words: thirteen million three hundred and thirty-eight thousand nine hundred and eighty-six euros) by issuing up to 13,338,986 new no-par value registered shares of the Company with a fractional amount of the registered share capital of EUR 1.00 per share (Conditional Capital 2023/II). The conditional capital increase serves the granting of shares upon the exercise of conversion or option rights or the fulfillment of conversion or option obligations or upon tender to the holders or creditors of convertible bonds, bonds with warrants, profit participation rights and/or profit participating bonds (or combinations of these instruments) (hereinafter jointly referred to as "Bonds") issued on the basis of the above authorization resolution. The new shares shall be issued on the basis of the conversion or option price to be determined in each case in accordance with the above authorization resolution. The conditional capital increase shall only be carried out to the extent that the holders or creditors of Bonds issued or guaranteed by the Company or by a dependent company or by a company in which the Company directly or indirectly holds a majority interest, on the basis of the above authorization resolution until June 13, 2028, exercise their conversion or option rights or fulfil the conversion or option obligations under such Bonds or shares are tendered or insofar as the Company grants shares in the Company instead of paying the amount due as well as to the extent the conversion or option rights or conversion or option obligations are not serviced by treasury shares, by shares from authorized capital or by other considerations. The new shares shall participate in the profits from the beginning of the financial year in which they are created and for all subsequent financial years; in deviation hereof, the Management Board can, insofar as legally permissible and subject to the approval of the Supervisory Board , determine that the new shares shall participate in profits from the beginning of the financial year for which, at the time of the exercise of conversion or option rights, the fulfillment of conversion or option obligations or the granting in lieu of the cash amount due, no resolution of the Annual General Meeting on the appropriation of net income has been adopted. The Management Board is authorized to determine the further details of the implementation of the conditional capital increase. The Supervisory Board is authorized to amend the Articles of Association in accordance with the respective utilization of Conditional Capital 2023/II and after expiry of all option and conversion periods.

c) Amendment to the Articles of Association

In Section 4 of the Articles of Association, a new Section 4 para. (22) shall be inserted as follows:

„(22) The share capital of the Company is conditionally increased by up to EUR 13,338,986.00 (in words: thirteen million three hundred and thirty-eight thousand nine hundred and eighty-six euros) by issuing up to 13,338,986 new no-par value registered shares of the Company with a fractional amount of the registered share capital of EUR 1.00 per share (Conditional Capital 2023/II). The conditional capital increase serves the granting of shares upon the exercise of conversion or option rights or the fulfillment of conversion or option obligations or upon tender to the holders or creditors of convertible bonds, bonds with warrants, profit participation rights and/or profit participating bonds (or combinations of these instruments) (hereinafter jointly referred to as "Bonds") issued on the basis of the authorization resolution of the Annual General Meeting of June 14, 2023 under agenda item 13. The new shares shall be issued on the basis of the conversion or option price to be determined in each case in accordance with the authorization resolution of the Annual General Meeting of June 14, 2023. The conditional capital increase shall only be carried out to the extent that the holders or creditors of Bonds issued or guaranteed by the Company or by a dependent company or by a company in which the Company directly or indirectly holds a majority interest, on the basis of the authorization resolution of the Annual General Meeting on June 14, 2023 until June 13, 2028, exercise their conversion or option rights or fulfill conversion or option obligations from such Bonds or shares are tendered or insofar as the Company grants shares in the Company instead of paying the cash amount due and to the extent the conversion or option rights or conversion or option obligations are not serviced by treasury shares, shares from authorized capital or other considerations. The new shares shall participate in profits from the beginning of the financial year in which they are created and for all subsequent financial years; in deviation hereof, the Management Board can, insofar as legally permissible and subject to the approval of the Supervisory Board , determine that the new shares shall participate in profits from the beginning of the financial year for which, at the time of the exercise of conversion or option rights, the fulfillment of conversion or option obligations or the granting in lieu of the cash amount

due, no resolution of the Annual General Meeting on the appropriation of net income has yet been adopted. The Management Board is authorized to determine the further details of the implementation of the conditional capital increase. The Supervisory Board is authorized to amend the Articles of Association in accordance with the respective utilization of Conditional Capital 2023/II and after expiry of all option and conversion periods.“

Report of the Management Board to the Annual General Meeting pursuant to Section 221 para. (4) sent. 2 AktG in conjunction with Section 186 para. (4) sent. 2 AktG on the authorizations of the Management Board to exclude subscription rights listed under agenda item 12 and under agenda item 13

Under agenda item 12 and agenda item 13 of the Annual General Meeting on June 14, 2023, the Management Board and the Supervisory Board propose in each case to create new authorization to issue convertible bonds, bonds with warrants, profit participation rights and/or profit participating bonds (or combinations of these instruments) and in each case a new corresponding conditional capital (Conditional Capital 2023/I and Conditional Capital 2023/II).

These new authorizations to issue convertible bonds, bonds with warrants, profit participation rights and/or profit participating bonds (or combinations of these instruments) also provide for the authorization to exclude the subscription right.

Pursuant to Section 221 para. (4) sent. 2 AktG in conjunction with Section 186 para. (4) sent. 2 AktG, the Management Board submits this report to the Annual General Meeting on agenda item 12 and agenda item 13 regarding the reasons for the authorization to exclude subscription rights:

a. Initial situation

The Annual General Meeting of the Company on June 16, 2022, passed a resolution under agenda items 10 and 11, respectively, on a new authorization to issue convertible bonds, bonds with warrants, profit participation rights and/or profit participating bonds (or combinations of these instruments) with the option to exclude subscription rights and on the creation of associated conditional capital. In order to keep the dilution of existing shareholders low, the respective associated conditional capital (Conditional Capital 2022/I and Conditional Capital 2022/II) was each limited in scope to only 5% of the then current share capital of Delivery Hero SE.

The Company made use of these authorizations in February 2023 and issued convertible bonds in the total amount of approximately EUR 1 billion with a term until February 2030; shareholders' subscription rights were excluded in this context.

As a result, the authorizations can now only be used to a limited extent.

In order to continue to provide the Company with the necessary flexibility to issue convertible bonds and/or bonds with warrants for the purpose of corporate financing, two further, essentially identical authorizations, to issue convertible bonds or bonds with warrants, and new conditional capital shall be created in each case in the amount of EUR 13,338,986.00 (Conditional Capital 2023/I and Conditional Capital 2023/II). In order to provide shareholders with sufficient protection against dilution of their shareholding in the Company, Conditional Capital 2023/I and Conditional Capital 2023/II shall again each be limited in scope to only 5% of the current share capital.

b. Advantages of such financing instruments

Adequate capital resources constitute an essential requirement for the Company's business development. The proposed authorization to issue Bonds shall make it possible for the Company to use attractive financing opportunities in a flexible and timely manner. This shall enable the Company to use, apart from the typical means of borrowed capital (bank loans) and equity capital, also the instrument of Bonds for the purpose of financing acquisitions and other expansions of its business thereby being in a position to address different groups of investors in order to select, in the interest of the shareholders, the most suitable financing instrument in the relevant market situation in relation to the possibilities of placement and achievable prices. Furthermore, the Company can provide for a conversion or warrant obligation or a put option of the issuer and service the Bonds by offering treasury shares, offering shares from authorized capital or making a cash payment thereby extending the leeway for such financing instruments.

For reasons of flexibility, the Company acting through affiliated companies (*verbundene Unternehmen*) within the meaning of Sections 15 et seq. AktG shall also be able to use German or international capital markets, depending on the market situation, and to issue the Bonds also in the statutory currency of an OECD country, apart from euro.

c. Conversion or option price

The conversion or option price shall not fall short of a minimum issue amount, whose calculation basis is precisely specified. In each case, the calculation shall be based upon the stock exchange price of the Delivery Hero SE share at the time when the Bond is placed

or in the case of a conversion or warrant obligation or a put option, if any, alternatively upon the stock exchange price of the Delivery Hero SE share at the time when the conversion/warrant price is determined as more closely specified in the bond conditions.

The conversion/option price may be adjusted in specific cases as more closely specified in the bond conditions in order to provide protection against dilution in accordance with the authorization. A protection against dilution or adjustments can be stipulated in particular for cases of changes in the capital of the Company during the term of the Bonds, but also in relation to dividend payments, the issuing of further convertible/bonds with warrants, transformation measures as well as in case of any other event with effects on the value of the conversion or warrant rights that may occur during the term of the Bonds (e.g. acquisition of control by a third party). A protection against dilution or adjustments can be provided or made especially by granting subscription rights, changing the conversion/warrant price and changing the grant of a cash component.

d. Subscription right and authorization to exclude subscription rights

The shareholders shall, in principle, have a subscription right when Bonds of this type are issued (Section 221 para. (4) in conjunction with Section 186 para. (1) AktG). The Management Board may also use the possibility to issue the Bonds to a credit institution or the members of a consortium of credit institutions or companies deemed equivalent to them according to Section 186 para. (5) sent. 1 AktG with the obligation to offer the Bonds to the shareholders in line with their subscription right (indirect subscription right within the meaning of Section 186 para. (5) AktG). This is no restriction on the shareholders' subscription right. The shareholders are finally granted the same subscription rights as in case of a direct subscription. For reasons of technical processing, only one or several credit institutions or companies deemed equivalent to them will be involved in the processing.

The Management Board can, however, with the consent of the Supervisory Board, exclude the shareholders' subscription right in specific cases:

(i) Exclusion of the subscription right for fractional amounts

The authorization to exclude the subscription right for fractional amounts serves the purpose that, with regard to the amount of the respective issue, a practical subscription ratio can be achieved. The value of the fractional amounts is, as a rule, low for each shareholder and thus the potential dilution effect is to be considered insignificant as well. However, the expenditure involved in an issue without such an exclusion is substantially larger. The exclusion serves the feasibility and facilitated execution of an issue. Therefore, the Management Board and the

Supervisory Board deem the potential exclusion of the subscription right for fractional amounts to be objectively justified and appropriate by considering the shareholders' interests. The Bonds excluded from the shareholders' subscription right as free peaks are sold in the best possible way for the Company either by sale via the stock exchange or in any other manner.

(ii) Exclusion of the subscription right in favor of the holders or creditors of previously issued warrant rights or conversion rights or corresponding obligations

It shall also be possible to exclude the shareholders' subscription right insofar as necessary in order to grant holders or creditors of warrant or conversion rights or warrant or conversion obligations under previously issued Bonds a subscription right to the same extent as they would be entitled to as shareholders after exercising these rights or satisfying these obligations. The customary exclusion of the subscription right in favor of the holders or creditors of previously issued Bonds has the advantage that the warrant or conversion price for the previously issued Bonds regularly provided with an anti-dilution mechanism, e.g., in capital measures, does not need to be reduced. It is thereby possible to place the Bonds in several tranches in a more attractive way allowing a higher cash inflow for the Company on the whole. Therefore, this case of the exclusion of the subscription right is also in the interest of the Company and its shareholders.

(iii) Facilitated exclusion of the subscription right by analogous application of Section 186 para. (3) sent. 4 in conjunction with Section 221 para. (4) sent. 2 AktG

The Management Board shall furthermore be authorized, by analogous application of Section 186 para. (3) sent. 4 AktG, to exclude the subscription right with the consent of the Supervisory Board when issuing Bonds against cash payment, if the issue price of the Bonds is not significantly below their market value. This may be appropriate to place a Bond quickly and flexibly on the market on attractive conditions. As stock markets may be volatile, the achievement of an as advantageous issue result as possible will increasingly depend on whether it is possible to respond to market trends in the short term. Favorable conditions, which are, as far as possible, related to the market can, as a rule, be stipulated only if the Company is not bound by them for a too long offer period. When issuing subscription rights, a substantial markdown is, as a rule, required to ensure the

chances of success of the issue over the entire offer period. Section 186 para. (2) AktG does in fact permit a publication of the subscription price (and thus the conditions of these warrant and convertible bonds) by no later than three days before the end of the subscription period. In view of the volatility on the stock markets, there is, however, also a market risk over several days, which leads to markdowns when stipulating the conditions for the bonds. The alternative placement with third parties is also in danger or associated with additional expenses when granting a subscription right owing to the uncertainty concerning its exercise (subscription behavior). Ultimately, granting a subscription right will inhibit the Company from promptly responding to a change in the market conditions due to the length of the subscription period, which may result in a less favorable capital procurement for the Company.

The interests of the shareholders are safeguarded by issuing the Bonds at a price that is not significantly below the market value. It is thereby ensured that a significant financial dilution of the value of the shares will be prevented. Whether such a dilution effect will occur when issuing corresponding Bonds with conversion or warrant rights or obligations as well as put options, free of subscription rights, can be determined by calculating the hypothetical market value of the Bonds according to recognized, in particular financial mathematical, methods and comparing it with the issue price. If, following a due and proper examination, this issue price is only insignificantly below the hypothetical stock exchange price (market value) at the time when the Bonds are issued, an exclusion of subscription rights is permitted according to the sense and purpose of the provision set out in Section 186 para. (3) sent. 4 AktG owing to the only insignificant deduction. When fixing the price by considering the relevant situation on the capital market, the management will keep the discount on this market value as small as possible. Thus, the calculated market value of a subscription right will be low so that the shareholders cannot suffer any significant financial disadvantage from the exclusion of the subscription right.

A stipulation of conditions similar to those available on the market and thus an avoidance of a significant value dilution can also be effected by the Management Board by implementing a book-building process. In this process, investors are requested to submit purchase applications on the basis of provisional bond conditions by specifying, for example, the interest rate deemed fair and/or other economic components. At the end of the book-building period, conditions that

have not been stipulated so far, e.g., the interest rate, are fixed on the basis of the purchase applications submitted by investors taking into account the market situation according to the principle of supply and demand. The aggregate value of the Bond is thereby determined in relation to the market situation. Such book-building process allows the Management Board to ensure that the value of the share will not be significantly diluted by excluding the subscription right.

Furthermore, it is also possible for the shareholders to maintain their share in the Company's share capital on approximately the same conditions by acquiring shares via the stock exchange. Their financial interests are thereby safeguarded. The authorization to exclude the subscription right on facilitated terms pursuant to Section 221 para. (4) sent. 2 in conjunction with Section 186 para. (3) sent. 4 AktG shall apply only to Bonds with rights and obligations to acquire shares to which under the existing authorization a pro rata amount of the share capital in total may not exceed 10% neither at the time this authorization becomes effective nor - if this amount is lower - at the time this authorization is exercised. In this context, the authorization for simplified exclusion of subscription rights under the existing authorization of the Annual General Meeting is no longer available for utilization.

This limit shall include shares issued or sold in direct or analogous application of Section 186 para. (3) sent. 4 AktG during the term of this authorization up to the time of it being exercised. Furthermore, this limit shall also include shares to be issued or granted on the basis of a convertible or warrant bond issued during the term of this authorization with a facilitated exclusion of subscription rights in accordance with Section 186 para. (3) sent. 4 in conjunction with Section 221 para. (4) sent. 2 AktG. Counting said shares towards the limit is done in the shareholders' interest in having their holdings diluted as little as possible.

(iv) Authorization to exclude subscription rights in connection with the issue of bonds against contributions in kind

Bonds may also be issued against contributions or payments in kind provided this is in the interest of the Company. In this case, the Management Board is also authorized - with the consent of the Supervisory Board - to exclude the subscription right. This shall allow the Company, inter alia, to use the Bonds as an acquisition currency for buying, in suitable specific cases, such contributions or benefits in kind against the transfer of such financial instruments within the scope of mergers of companies or for the acquisition (including an indirect acquisition) of companies,

establishments, divisions, shareholdings or other assets or claims for the acquisition of assets, including receivables against the Company or its affiliated companies within the meaning of Sections 15 et seq. AktG.

This authorization makes it possible to quickly and flexibly use advantageous opportunities on the national and international market for an expansion of the Company by issuing Bonds in the interest of the Company and its shareholders. In contrast to a cash payment, the issue of Bonds will save the Company's liquidity thus often being the more favorable form of financing. The Management Board is also entitled to grant holders of receivables against the Company or its affiliated companies within the meaning of Sections 15 et seq. AktG Bonds of the Company, either wholly or partially instead of a payment of money. This will provide the Company with additional flexibility for implementing measures intended to improve the capital structure.

The Management Board will carefully review on a case-by-case basis whether it should make use of the authorization once the acquisition opportunities materialize. It will exclude the shareholders' subscription right only when such an exclusion is in the best interest of the Company.

When considering all these facts and circumstances, the authorization to exclude subscription rights is, in the different cases and to the extent described, necessary suitable and reasonable as well as required in the interest of the Company.

e. Conditional Capital, other options

The proposed Conditional Capital 2023/I and Conditional Capital 2023/II each serve the purpose of servicing the conversion and/or warrant rights, conversion and/or warrant obligations or put options associated with the convertible bonds and/or bonds with warrant.

The terms and conditions of the bonds may provide for or permit the use of treasury shares of the Company to service conversion and option rights or conversion and option obligations or for the purpose of tendering shares from authorized capital or, if the Management Board has been separately authorized to do so by the General Meeting, treasury shares of the Company. This structure also enables the Company to use existing shares or other capital measures to service bonds and thus increase the Company's flexibility. Furthermore, the terms and conditions of the Bonds may provide that the number of shares to be granted upon exercise of the conversion or option rights or after

fulfilment of corresponding obligations, or an exchange ratio in this regard, is variable and may be rounded up or down to a whole number.

Furthermore, it may be provided that in the event of conversion or exercise of an option or fulfilment of the options and conversion obligations, the Company does not grant shares in the Company to the holders of the Bonds, but pays the equivalent value in cash or grants listed shares in another company. On the other hand, the conditions may also provide for the right of the Company to grant shares of the Company or listed shares of another company to the holders of the Bonds in whole or in part - instead of paying the due amount of money - when the Bonds mature.

The Terms of the Bonds may also stipulate that the number of shares to be subscribed for upon exercise of the conversion or option rights or after fulfilment of the conversion or option obligations is variable and/or that the conversion or option price may be changed during the term within a range to be determined by the Management Board depending on the development of the share price or as a result of anti-dilution provisions.

This form of Bonds enables the Company to obtain financing close to the capital market without actually requiring a capital measure under company law. This measure takes into account the fact that an increase in the share capital may potentially be unwelcome at a future time when the Bonds are exercised, or corresponding obligations are satisfied. Apart from that, by using the possibility of cash payment, shareholders are protected against a reduction in their participation ratio as well as against a dilution of the value of their shares because no new shares are being issued. On the other hand, the bond conditions may also give the Company the right to grant the holders or creditors of the Bonds on the due date of the Bonds, either wholly or partially, shares in the Company instead of paying the amount due.

The Management Board will inform the General Meeting of any exercise of the authorization.

The written report of the Management Board pursuant to Section 221 para. (4) sent. 2 AktG in conjunction with Section 186 para. (4) sent. 2 AktG on the exclusion of shareholders' subscription rights in connection with the resolutions on agenda item 12 and agenda item 13 will be made accessible from the date on which the Annual General Meeting is convened under

<https://ir.deliveryhero.com/agm>.

14. Resolution on the cancellation of the existing authorization to acquire treasury shares and on the creation of a new authorization to acquire and use treasury shares pursuant to Section 71 para. (1) no. 8 AktG and on the exclusion of subscription and tender rights

In accordance with Article 5 SE Regulation in conjunction with Section 71 para. (1) no. 8 AktG, the Company requires a special authorization resolved upon by the Annual General Meeting to acquire, use and redeem its own shares (*treasury shares*), unless expressly permitted by law. The Annual General Meeting of the Company on June 16, 2022 created a corresponding authorization under agenda item 12 with a term until June 15, 2027.

The authorization granted by the Annual General Meeting on June 16, 2022 can only be utilized to a limited extent due to the issuance of convertible bonds under exclusion of subscription rights which has occurred in the meantime. The exclusion of subscription rights that occurred when the convertible bonds were issued is set off against the authorization to use treasury shares. A new authorization is intended to give the Company all the options for using treasury shares again. It is therefore proposed to the Annual General Meeting that the Company be granted a new authorization to acquire and use treasury shares, revoking the previous authorization at the same time.

The Management Board and the Supervisory Board therefore propose that the following resolution be adopted:

a) Revocation of the existing authorization

The existing authorization to acquire treasury shares resolved upon under agenda item 12 by the Annual General Meeting on June 16, 2022 is revoked at the time that this new authorization comes into effect, insofar as it has not been exercised by then.

b) Creation of a new authorization

Until June 13, 2028, the Management Board is authorized, with the consent of the Supervisory Board, and in compliance with the principle of equal treatment (Article 9 (1) (c) (ii) SE Regulation in conjunction with Section 53a AktG) to acquire treasury shares of up to a total of 5% of the share capital of the Company at the time of the resolution or - if this amount is lower - at the time of exercise of the authorization. Shares acquired on the basis of this authorization may not, together with other treasury shares held by the Company, which the Company has already acquired and still holds, or which are attributable to it according to Article 5 SE Regulation in conjunction with Sections 71a ff. Stock Corporation Act, exceed 5% of the share capital of the Company in each case. The

authorizations can be exercised once or several times, in whole or in part, in pursuit of one or more objectives by the Company but also by Group companies or by third parties for the account of the Company or the Group companies. The authorization may not be exercised for the purpose of trading in the Company's treasury shares.

c) Nature and method of acquisition of treasury shares

The acquisition of its own shares (treasury shares) takes place at the option of the Management Board (i) through the stock exchange, (ii) by means of a public purchase offer addressed to all shareholders of the Company or by means of a public request to the shareholders to make offers for sale (the acquisition according to (ii) is referred to hereinafter as "Public Acquisition Offer") or (iii) by means of public offer or a public request to make an offer to exchange liquid shares admitted to trading on an organized market in the meaning of the Securities Acquisition and Takeover Act (*Wertpapiererwerbs- und Übernahmegesetz*) (hereinafter "Exchange Shares") against shares of the Company (the acquisition according to (iii) hereinafter "Exchange Offer").

aa) Acquisition of shares through the stock exchange

If the acquisition by the Company of its own shares takes place through the stock exchange, the purchase price per share paid (without ancillary purchase costs) by the Company may not exceed or fall below the price for a share of the Company in Xetra trading (or a corresponding successor system) ascertained on the stock exchange trading day (in Frankfurt am Main) by the opening auction by more than 10%.

bb) Acquisition of shares (1) by means of a public purchase offer or (2) by means of public request to make a sales offer

In the case of acquisition by public purchase offer the Company can set a fixed purchase price or a purchase price range for each share (without ancillary purchase costs), within which it is prepared to purchase shares. In the Public Acquisition Offer, the Company can set a period for acceptance or the making of the offer and the possibility and the conditions for adjustment of the purchase price range during the period in the event of more than insignificant price changes. The purchase price will, in the case of a purchase price range, be ascertained on the basis of the sales prices stated in the acceptance or offer declarations of the shareholders and the acquisition volume set by the Management Board after the end of the offer period.

- (1) In the case of a public purchase offer of the Company, the purchase price offered or the purchase price range may not exceed or fall below the volume-weighted average market price for a share of the Company in Xetra trading (or a corresponding successor system) on the last five (5) stock exchange trading days (in Frankfurt am Main) price prior to the day of the public announcement of the offer by more than 10%. In the event of adjustment of the purchase price range by the Company, the last five (5) stock exchange trading days (in Frankfurt am Main) prior to the public notification of the adjustment will be relied on.
- (2) In the case of a request to the shareholders to make a sales offer, the purchase price (without purchase ancillary costs) for each share of the Company ascertained on the basis of the offers made may not exceed or fall below the volume-weighted average of the market price for a share of the Company in Xetra trading (or a corresponding successor system) on the last five (5) stock exchange trading days (in Frankfurt am Main) prior to the day of the publication of the request to make a sales offer by more than 10%. In the event of an adjustment of the purchase price range by the Company, the last five (5) stock exchange trading days (in Frankfurt am Main) prior to the public notification of the adjustment will be relied on.

cc) Volume

The volume of the purchase offer or the sales request can be restricted. If the shares offered by the shareholders for acquisition exceed the total amount of the purchase offer or the sales request of the Company, they will be considered or accepted in the proportion borne by the total amount of the purchase offer or the sales request to the total of the shares in the Company offered by the shareholders. It can, however, be provided that minor amounts of up to one hundred (100) shares offered per shareholder will be acquired in preference. The purchase offer or the sales request can provide other conditions.

dd) The acquisition of shares (1) by means of a public offer to exchange liquid shares or (2) by a public request to make an offer for the exchange of liquid shares, each of which are admitted to trading on an organized market in the meaning of the Securities Acquisition and Takeover Act

In the case of an acquisition by an Exchange Offer, the Company can set either an exchange ratio or a corresponding exchange range at which it is prepared to

acquire shares of the Company. Payment in cash can thereby be made as additional payment or in compensation for fractional amounts. In the Exchange Offer, the Company can set a period for the acceptance or making of the offer and the possibility and the conditions for adjustment of the exchange range during the period in the event of more than insignificant price changes. The exchange ratio will be ascertained in the event of an exchange range on the basis of the exchange ratio and/or other data stated in the acceptance or offer declarations of the shareholders and the acquisition volume set by the Management Board after the end of the offer period.

- (1) In the case of an Exchange Offer of the Company, the exchange ratio or the exchange range offered may not exceed the crucial value of a share of the Company by more than 10% or fall below the said value by more than 20%. The volume-weighted average market price of an Exchange Share and a share of the Company in Xetra trading (or a corresponding successor system) or on an organized market in the meaning of the Securities Acquisition and Takeover Act on the last five (5) stock exchange trading days prior to the day of the public notification of the offer is to be charged in each case. In the event of adjustment of the exchange range by the Company, the last five (5) stock exchange trading days prior to the public notification of the adjustment will be relied on.
- (2) In the case of a request to the shareholders to make an offer for the exchange of liquid shares the exchange ratio may not exceed the crucial value of a share of the Company by more than 10% or fall below the said value by more than 20%. The volume-weighted average of the market price of an Exchange Share and a share of the Company in Xetra trading (or a corresponding successor system) or on an organized market in the meaning of the Securities Acquisition and Takeover Act on the last five (5) stock exchange trading days prior to the day of the public notification of the offer is to be charged in each case. In the event of adjustment of the exchange range by the Company, the last five (5) stock exchange trading days prior to the public notification of the adjustment will be relied on.
- (3) The volume of the Exchange Offer or the request to make an Exchange Offer can be restricted. If the shares offered by the shareholders for exchange exceed the total amount of the Exchange Offer or the request of the

Company to make an Exchange Offer, they will be taken into account or accepted in the proportion borne by the total amount of the Exchange Offer or the request to make an Exchange Offer to the total of the shares of the Company offered by the shareholders. It can however be provided that minor amounts of up to one hundred (100) shares offered per shareholder will be acquired in preference. The Exchange Offer or the request to make an Exchange Offer can provide other conditions.

d) Authorization of the Management Board to sell and otherwise use treasury shares

The Management Board is authorized to use the shares of the Company acquired by it based on the above authorization or based on prior authorizations apart from a sale through the stock exchange or by means of an offer to all shareholders in the following manner:

- aa) They can be redeemed, and the share capital of the Company reduced by the amount of share capital attributable to the redeemed shares without the redemption or its implementation requiring a further General Meeting resolution. The Management Board can also redeem the shares in the simplified procedure without reducing the share capital so that the proportion of the remaining shares in the share capital is increased by the redemption. If the redemption of the shares takes place in the simplified procedure without reduction of the share capital, the Management Board is authorized to adjust the number of shares in the Articles of Association of the Company.
- bb) They may be granted for purchase and/or transferred to persons who are or were employed by the Company or one of its affiliated companies, as well as to members of the Company's corporate bodies or those of companies affiliated with the Company, or to companies and investment vehicles, whose direct sole economic and legal owners are the aforementioned persons, to holders of acquisition rights, in particular from call options issued (also by the legal predecessors of the Company), to holders of virtual options as well as performance shares (also in the form of restricted stock units) which are or were issued by the Company, the legal predecessors of the Company or their subsidiaries (in particular also in connection with share-based payment programs or employee participation

programs). The shareholders' subscription rights are excluded in this respect. To the extent that members of the Company's Management Board are affected, this authorization applies to the Supervisory Board, which also determines the respective details (see lit. e) below).

- cc) They may be transferred to persons who are or were in an employment relationship with the Company or one of its affiliates on the basis of commitments in connection with the employment relationship. The shareholders' subscription rights are excluded in this respect.
- dd) They can be offered with the consent of the Supervisory Board to third parties in return for contributions in kind, in particular in the course of merger resolutions or acquisitions of companies, plants, company parts, or interests and transferred thereto. The above described shares can also be used to end or settle corporate law conciliation proceedings at affiliates of the Company. The shareholders' subscription rights are excluded in this respect.
- ee) They can, with the consent of the Supervisory Board, be sold for cash to third parties if the price at which the shares of the Company are sold does not significantly fall below the stock exchange price of a share of the Company at the time of sale (Article 5 SE Regulation in conjunction with Section 186 para. (3) sent. 4 AktG). The shareholders' subscription rights are excluded in this respect.
- ff) They can be used to service acquisition obligations or acquisition rights to shares of the Company out of and in connection with conversion and option bonds or profit rights with conversion or option rights or conversion or option obligations issued by the Company or one of its Group companies. The shareholders' subscription rights are excluded in this respect.

The total of shares used on the basis of the authorizations under lit. d) ee) and ff) above to the extent they are issued in analogous application of Article 5 SE Regulation in conjunction with Section 186 para. (3) sent. 4 AktG (with the exclusion of subscription rights for cash not significantly below the stock exchange price) may not exceed 5% of the share capital either at the time of passing of the resolution or - if lower - at the time of exercise of the authorization. Shares issued or sold in direct or analogous application of Article 5 SE Regulation in conjunction with Section 186 para. (3) sent. 4 AktG during the term of this authorization until that time are to be credited against (*werden angerechnet*)

this restriction. Shares issued or to be issued to service convertible bonds or bonds with warrants or profit rights with conversion or option rights or which are to be issued on the basis of the conversion price valid at the time of the resolution of the Management Board on the utilization of the authorization shall also be included in the calculation to the extent that these bonds or participation rights are issued during the term of this authorization under exclusion of subscription rights in accordance with Article 5 SE Regulation in conjunction with Section 186 para. (3) sent. 4 AktG.

e) Authorization of the Supervisory Board to use the acquired treasury shares

The Supervisory Board is authorized to use the treasury shares already held by the Company and the treasury shares acquired under the authorization in lit. b) and c) above to issue them to the Company's Management Board in accordance with the provisions of lit. d) bb) above.

f) Other provisions

The authorizations to use the treasury shares stated under lit. d) and e) of this agenda item may be used entirely or in relation to partial volumes of the treasury shares acquired once or several times, individually or together. The authorizations under lit. d) of this agenda item can also be exercised by independent companies or companies in the majority ownership of the Company or by third parties for the account of the Company or of its dependent or majority held companies. Using the authorizations under lit. d) bb) through lit. ff) and lit. e) of this agenda item a proportionate amount of 5% of the share capital of the Company may not be exceeded neither at the time of passing of the resolution of the General Meeting on these authorizations nor at the time of exercising these authorizations. This 5% limit shall include those shares issued from authorized capital or conditional capital excluding shareholders' subscription rights during the term of the authorizations contained in lit. d) bb) through lit. ff) and lit. e) above. Also to be included are shares which are issued to service bonds (including profit-sharing rights) with conversion or option rights or a conversion obligation (or a combination of these instruments) or which are to be issued on the basis of the conversion price valid at the time of the resolution of the Management Board on the utilization of the authorization, insofar as the bonds or profit-sharing rights are issued under an exclusion of shareholders' subscription rights during the term of the authorizations contained in lit. d) bb) to lit. ff) and lit. e) above.

15. Resolution on the cancellation of the existing authorization to use equity capital derivatives to acquire treasury shares and on the creation of a new authorization to use equity capital derivatives to acquire treasury shares

In addition to the authorization resolved upon under the preceding agenda item 14 of this Annual General Meeting, it is also intended to authorize the Company to acquire treasury shares using equity capital derivatives.

Therefore, the Management Board and the Supervisory Board propose the following resolution:

The currently existing authorization granted under agenda item 13 of the Annual General Meeting of June 16, 2022 to use equity derivatives to acquire treasury shares shall be revoked for the period from the date on which this new authorization takes effect, insofar as it has not been used by then. In addition to the authorization resolved upon under agenda item 14 of this Annual General Meeting, the Management Board is authorized until June 13, 2028, with the approval of the Supervisory Board, to acquire treasury shares up to a total of 5% of the share capital existing at the time of passing of the resolution by the use of derivatives (put or call options or a combination of both). In addition, the share purchases are to be credited against the 5% limit under the preceding agenda item 14 of the authorization to purchase own shares resolved by the Annual General Meeting.

a) In the course of acquiring treasury shares with the use of derivatives in the form of put or call options or a combination of both, the options must be concluded with a financial institution or through a stock exchange on conditions close to market conditions, in the course of ascertaining which, inter alia, the purchase price for the shares payable upon the exercise of the options is to be taken into account (hereinafter "Exercise Price"). In any event, the Company may acquire at most up to a total of 5% of the share capital existing at the time of the resolution by the use of derivatives in the form of put or call options or a combination of both. The term of options must be selected as such that the acquisition of shares upon exercise of the options takes place at the latest on June 13, 2028. The shareholders have no right - in analogous application of Article 5 SE Regulation in conjunction with Section 186 para. (3) sent. 4 AktG - to conclude such option transactions with the Company. The exercise price (without ancillary purchase costs but taking into account the received or paid option premium) may not exceed the volume weighted average of the market price of a share of the Company in Xetra trading (or a corresponding successor system) on the last five (5) stock exchange trading days (in

Frankfurt am Main) prior to the conclusion of the relevant option transaction by more than 10% or fall below it by more than 20%.

b) Shareholders have a right to tender their shares only to the extent that the Company is obliged to purchase the shares under the derivative transactions to purchase the shares. Any further tender right is excluded.

c) For the use of treasury shares acquired by the Company by means of equity capital derivatives, the provisions contained in the authorization concluded under agenda item 14 above of this Annual General Meeting apply *mutatis mutandis (gelten sinngemäß)*. Shareholders' subscription rights to treasury shares shall be excluded to the extent that these shares are used in accordance with the authorizations set out in the proposed resolution under agenda item 14.

d) The authorization can be exercised once or several times entirely or in partial amounts in pursuit of one or more objectives by the Company but also by Group companies or by third parties for the account of the Company or the Group companies.

Report of the Management Board on agenda item 14 (Resolution on the cancellation of the existing authorization to acquire treasury shares and on the authorization to acquire treasury shares and their use pursuant to Section 71 para. (1) no. 8 AktG and on the exclusion of subscription and tender rights) and on agenda item 15 (Resolution on the cancellation of the existing authorization to use equity capital derivatives for the acquisition of treasury shares and on the creation of a new authorization to use equity capital derivatives for the acquisition of treasury shares)

The Management Board submits the following report according to Article 5 SE Regulation in conjunction with Section 71 para. (1) no. 8 sent. 5 AktG in conjunction with Section 186 para. (4) sent. 2 AktG the Management Board submits the following report in respect of agenda item 14 and agenda item 15 of the Annual General Meeting on the reasons for the authorization to exclude shareholders' subscription rights when selling treasury shares:

1. General Information

Under agenda item 14, the Management Board and the Supervisory Board propose that the Management Board be authorized, subject to the approval of the Supervisory Board, to acquire, on or before June 13, 2028, treasury shares of the Company in an amount of up to 5% of the share capital existing at the time of the adoption of the resolution by the General Meeting of Shareholders or - if this amount is lower - of the share capital existing at the time of the exercise of the authorization. This authorization is intended to create

the possibility of share buybacks and the use of treasury shares. The authorization granted by the Annual General Meeting on June 16, 2022 can only be used to a limited extent due to the issuance of convertible bonds under exclusion of subscription rights which has occurred in the meantime. The exclusion of subscription rights that occurred when the convertible bonds were issued is to be set off against the authorization to use treasury shares. A new authorization is intended to give the company all the options for using treasury shares again. The authorization also covers the use of treasury shares acquired on the basis of previous authorizations. It should be possible for treasury shares to be acquired both by the Company itself and by dependent or majority-owned companies (Group companies) or by third parties acting on behalf of the Company or on behalf of Group companies.

Under agenda item 15, the Management Board and the Supervisory Board propose that, in addition to the options provided for under agenda item 14, the Company may also use equity derivatives to acquire treasury shares.

2. *Acquisition of treasury shares*

The acquisition of treasury shares can take place through the stock exchange or by way of a public purchase or Exchange Offer. In the course of the acquisition, the principle of equal treatment of shareholders according to Art. 9 (1) lit. c) (ii) SE Regulation in conjunction with Section 53a AktG is to be complied with. The proposed acquisition through the stock exchange or by way of a public purchase or Exchange Offer takes account thereof. If in the course of a public purchase or Exchange Offer the number of shares offered exceeds the purchase volume intended by the Company, the acquisition or exchange takes place proportionately in the relationship of the shares offered per shareholder. However, irrespective of the shares offered by the shareholder a purchase or exchange of a minor number of up to one hundred (100) shares per shareholder can be preferred. Shares with a tender price set by the shareholder at which the shareholder is prepared to sell the shares to the Company and which is higher than the purchase price set by the Company will not be considered for acquisition; this applies analogously in the case of an exchange ratio determined by the shareholder, at which the Company would have to deliver and transfer more exchange shares for Company shares than at the exchange ratio determined by the Company.

3. Utilization of acquired treasury shares and exclusion of subscription rights

The Management Board is to be authorized to use the treasury shares, in addition to a sale via the stock exchange or by means of an offer to all shareholders, for all purposes permitted by law, in particular also in the following manner:

a) The proposed authorization provides that shares of the Company acquired by it can be redeemed without any further resolution by the General Meeting or can also be resold through the stock exchange or by public offer to all shareholders. The redemption of the Company's treasury shares leads in principle to the reduction of the Company's share capital. However, the Management Board is also authorized to redeem treasury shares without reducing the share capital according to Article 5 SE Regulation in conjunction with Section 237 para. (3) no. 3 AktG. This would increase the proportion of the share capital of the remaining shares in accordance with Article 5 SE Regulation in conjunction with Section 8 para. (3) AktG (calculated nominal amount). In both of the sales methods stated, the principle of equal treatment under stock corporation law will be complied with.

b) In addition, the Management Board (or the Supervisory Board, if members of the Management Board are affected) shall be able to use treasury shares in connection with various remuneration or bonus programs. The compensation or bonus programs serve as targeted incentives for the program participants and are, at the same time, intended to bind them to the Company:

aa) They may be granted for purchase and/or transferred to persons who are or were employed by the Company or one of its affiliated companies, as well as to members of the Company's corporate bodies or those of companies affiliated with the Company, or to companies and investment vehicles, whose direct sole economic and legal owners are the aforementioned persons, to holders of acquisition rights, in particular from call options issued (also by the legal predecessors of the Company), to holders of virtual options as well as performance shares (also in the form of restricted stock units) which are or were issued by the Company, the legal predecessors of the Company or their subsidiaries (in particular also in connection with share-based payment programs or employee participation programs), may be offered and/or transferred for purchase. The shareholders' subscription rights are excluded to this respect.

bb) They may be transferred to persons who are or were in an employment relationship with the Company or one of its affiliates on the basis of

commitments in connection with the employment relationship (in particular also in connection with share-based payment programs or employee participation programs). The shareholders' subscription rights are excluded in this respect.

c) In addition, the intention is also to make it possible for the Management Board to offer and transfer treasury shares as consideration in the course of mergers or the acquisition of companies, plants, company parts, or interests with the approval of the Supervisory Board. The shareholders' subscription rights are excluded to this respect. The authorization proposed for this reason is intended to strengthen the Company for competition regarding attractive acquisitions and to enable it to react rapidly, flexibly and without impairing liquidity to acquisition opportunities arising. The proposed exclusion of subscription rights of shareholders takes account of this. The decision whether in any particular case the Company's own shares from an authorized capital will be used is made by the Management Board, guided solely by the interests of the Company and the shareholders. In valuing the treasury shares and the consideration for them, the Management Board will ensure that the interests of the shareholders are adequately protected. In this regard, the Management Board will take into account the stock exchange price of the shares of the Company; no schematic linking to a stock exchange price is intended, in particular so that negotiation results cannot again be questioned due to fluctuations in the stock exchange price.

d) It is intended that the Management Board be enabled with the consent of the Supervisory Board to sell acquired shares of the Company for cash to third parties with the exclusion of the subscription rights of the shareholders if the sale price for each share does not significantly fall below the stock exchange price of shares of the Company at the time of the sale. This authorization makes use of the option for simplified exclusion of subscription rights permitted under Article 5 SE Regulation in conjunction with Section 71 para. (1) no. 8 sent. 5 AktG in analogous application of Section 186 para. (3) sent. 4 AktG. The Management Board is thereby placed in a position to be able rapidly and flexibly, to take advantage of the opportunities of favorable stock exchange situations, and achieve, through setting a price in line with market conditions, the highest possible resale price and thereby usually achieve strengthening of equity capital or access to a new group of investors. The authorization is subject to the shares issued with exclusion of subscription rights not exceeding a total of 5% of the share capital, whether at the time of the resolution or at the time of the use of the authorization. Shares which are issued during the term of the resale authorization in direct or analogous application of Section 186 para.

(3) sent. 4 AktG are to be credited against this limit. Shares issued or to be issued to service convertible bonds or bonds with warrants or profit rights with conversion or option rights or conversion or option obligations which are to be issued on the basis of the conversion price valid at the time of the resolution of the Management Board on the utilization of the authorization shall also be included in the calculation to the extent that these bonds or participation rights are issued during the term of this authorization under exclusion of subscription rights in accordance with Article 5 SE Regulation in conjunction with Section 186 para. (3) sent. 4 AktG. The asset and voting interests of the shareholders will be reasonably protected by this manner of sale of the Company's own shares. In principle, shareholders have the possibility to maintain their proportionate participation on comparable conditions by purchasing shares through the stock exchange.

e) In addition, the Company is also intended to be able to use its own shares to service acquisition obligations or acquisition rights to shares of the Company out of and in connection with conversion or option bonds or profit rights with conversion and option rights or conversion and option obligations issued by the Company or one of its Group companies. For this purpose, the subscription right of shareholders must be excluded. This applies even in the case of a sale of the Company's own shares by public offer to all shareholders for the possibility of granting creditors of such instruments subscription rights to shares to the extent to which they would be entitled if the relevant conversion or option rights had already been exercised (protection against dilution). This authorization is subject to the condition that the shares issued with the exclusion of subscription rights may not exceed a total of 5% of the share capital, whether at the time of the resolution or at the time of exercise of the authorization. Shares which are issued during the term of the resale authorization in direct or analogous application of Article 5 SE Regulation in conjunction with Section 186 para. (3) sent. 4 AktG are to be credited against this limit. Shares issued or to be issued to service convertible bonds or bonds with warrants or profit rights with conversion or option rights or which are to be issued on the basis of the conversion price valid at the time of the resolution of the Management Board on the utilization of the authorization shall also be included in the calculation to the extent that these bonds or participation rights are issued during the term of this authorization under exclusion of subscription rights in accordance with Article 5 SE Regulation in conjunction with Section 186 para. (3) sent. 4 AktG.

The use of the authorizations contained in letters b) to e) above may not exceed a total pro rata amount of 5% of the Company's share capital, either at the time of the resolution by the General Meeting on the above authorizations or - if this amount is lower - at the

time of the use of these authorizations. This 5% limit shall include those shares that were issued during the term of the authorizations contained in letters b) to e) from authorized capital or from conditional capital excluding shareholders' subscription rights. Shares issued to service bonds (including profit-sharing rights) with conversion or option rights or a conversion obligation (or a combination of these instruments) or which are to be issued on the basis of the conversion price valid at the time of the resolution of the Management Board on the utilization of the authorization shall also be counted towards this limit, provided that the bonds or profit sharing rights were issued during the term of the authorizations contained in letters b) to e) above with the exclusion of shareholders' subscription rights.

4. Utilization of treasury shares acquired under equity derivatives

The acquisition of treasury shares using derivatives in the form of put or call options or a combination of both may only be affected via option transactions with a financial institution or via the stock exchange at near-market conditions. In order to avoid a dilution effect, the acquisition of treasury shares using derivatives in the form of put or call options or a combination of both is also limited to a maximum of treasury shares up to a total of 5% of the capital stock, with the treasury shares acquired through derivatives counting towards the maximum limit of 5% of the Company's capital stock when acquiring and holding treasury shares.

As the price for the options (option price) is determined close to the market price, the shareholders not participating in the option transactions also suffer no disadvantage in terms of value. At the same time, this option to agree on equity derivatives enables the Company to take advantage of market opportunities that arise at short notice and to enter into corresponding equity derivatives.

The shareholders - applying Article 5 SE Regulation *mutatis mutandis* in conjunction with Section 186 para. (3) sent. 4 AktG - do not have a right to conclude such option transactions with the Company. Shareholders have a right to tender their shares only insofar as the Company is obligated to purchase the shares from them under the derivative transactions. Any further right to tender shares is excluded.

This exclusion is necessary to enable the utilization of equity derivatives in connection with the repurchase of treasury shares and the achievement of associated benefits for the Company. It would not be feasible to conclude corresponding equity derivatives with all shareholders.

With regard to the use of treasury shares acquired on the basis of equity derivatives, there are no differences to the uses proposed in agenda item 14. With regard to the justification of the exclusion of shareholders' subscription rights in the use of the shares, reference is therefore made to the part under item 3. of this report.

The Management Board will report at the next Annual General Meeting in each case according to Article 5 SE Regulation in conjunction with Section 71 para. (3) sent. 1 AktG on any exercise of this authorization.

16. Resolution on the conclusion of a profit transfer agreement between Delivery Hero SE and Delivery Hero Finco Germany GmbH pursuant to Section 293 para. (2) AktG

Delivery Hero SE intends to enter into a profit transfer agreement with Delivery Hero Finco Germany GmbH, Berlin. The Company holds 100% of the shares of the Delivery Hero Finco Germany GmbH, Berlin (HRB 238122 B). The profit transfer agreement is intended to form the basis for a consolidated tax group between the Delivery Hero SE and the Delivery Hero Finco Germany GmbH for corporation tax and trade tax purposes. As the Company is the sole shareholder of the Delivery Hero Finco Germany GmbH, no compensation payments or settlements are to be granted to outside shareholders pursuant to Sections 304, 305 AktG. The profit transfer agreement shall have the following content:

“PROFIT TRANSFER AGREEMENT

Between

Delivery Hero SE, with its registered address at Oranienburger Straße 70, 10117 Berlin, registered with the commercial register of the Local Court (Amtsgericht) Charlottenburg under HRB 198015 B,

- hereinafter referred to as “SE” -,

and

Delivery Hero Finco Germany GmbH, with its registered address at Oranienburger Straße 70, 10117 Berlin, registered with the commercial register of the Local Court (Amtsgericht) Charlottenburg under HRB 238122 B,

- hereinafter referred to as “GmbH” -,

- SE and GmbH individually also referred to as “Party” and together as “Parties” -

the following profit transfer agreement is concluded:

PREAMBLE

The GmbH is a wholly owned subsidiary of the SE. The Parties intend to conclude a profit transfer agreement with effect from January 1, 2023.

Now, therefore, the Parties agree as follows:

§ 1 TRANSFER OF PROFIT

- (1) The GmbH is obliged to transfer its entire profit to the SE for the duration of this Agreement in accordance with Section 301 of the German Stock Corporation Act (Aktiengesetz, “AktG”), as amended from time to time. Subject to the formation and dissolution of reserves pursuant to Section 4 para. 1 of this Agreement, the annual profit generated without the transfer of profit, less any losses carried forward from the precedent year shall be transferred.
- (2) The obligation to transfer profit will apply for the first time for the entire profit of the then current financial year of the GmbH in which this Agreement becomes effective.

§ 2 ABSORPTION OF LOSSES

- (1) The provisions of Section 302 AktG, as amended from time to time, shall apply accordingly.
- (2) The claim for absorption of losses shall arise, unless otherwise provided for in para. 1, on the balance sheet date of the relevant financial year of the GmbH.

§ 3 PREPARATION OF THE ANNUAL FINANCIAL STATEMENTS

- (1) The annual financial statements of the GmbH shall be submitted to the SE for information, review and approval prior to their adoption.
- (2) The annual financial statements of the GmbH shall be prepared and adopted prior to the annual financial statements of the SE.
- (3) If the financial year of the GmbH ends at the same time as the financial year of the SE, the profit or loss of the GmbH to be absorbed shall nevertheless be taken into account in the annual financial statements of the SE for the same financial year.

§ 4 FORMATION AND DISSOLUTION OF RESERVES

- (1) *With the SE's consent, the GmbH may allocate amounts from the annual profit to the retained earnings only to the extent permissible under commercial law and justified in economic terms on the basis of a reasonable commercial assessment. Any other retained earnings pursuant to Section 272 para. 3 sentence 2 of the German Commercial Code (Handelsgesetzbuch, "HGB") formed during the term of this Agreement shall be dissolved upon the SE's request and be used in accordance with Section 302 AktG as amended from time to time to compensate any annual deficit or be transferred as profit.*
- (2) *Other reserves, profit carried forward and retained earnings from the period prior to the effective date of this Agreement must not be transferred as profit to the SE. The same applies to capital reserves irrespective of whether such capital reserves were established prior to or after the effective date of this Agreement*

§ 5 DUE DATE AND INTEREST

- (1) *The claim for compensation of the annual deficit pursuant to Section 2 of this Agreement shall become due as per the balance sheet date of the relevant financial year of the GmbH.*
- (2) *The claim for transfer of profit pursuant to Section 1 of this Agreement shall become due upon the adoption of the annual financial statements of the GmbH for the relevant past financial year.*
- (3) *The SE may demand an advance on any transfer of profits if and to the extent that an interim dividend could be paid in accordance with the law and the articles of association.*
- (4) *The claims for the transfer of profit pursuant to Section 1 of this Agreement and for the compensation of the annual deficit pursuant to Section 2 of this Agreement shall bear interest at a rate of 5 % p. a. pursuant to Sections 352, 353 HGB as from the date when they fall due (Section 5 para. 1 and 2 of this Agreement). Advances pursuant to Section 5 para. 3 of this Agreement are non-interest bearing. In case any advance paid exceeds the actual payment obligations under Section 5 para. 2 of this Agreement, the amount paid in excess shall be treated as an interest-bearing granted loan and shall bear interest according to sentence 1 as from the date when the advance is paid.*

§ 6 EFFECTIVENESS AND TERM; TERMINATION

- (1) *This Agreement requires for its effectiveness the consent of both the general*

- meeting of the SE and the shareholders' meeting of the GmbH.*
- (2) *This Agreement takes effect upon registration with the commercial register of the registered seat of the GmbH and shall enter into force with retroactive effect as from the beginning of the financial year of the GmbH in which this Agreement becomes effective.*
- (3) *This Agreement is concluded for a fixed term of five (5) years, counting from the time it becomes effective. Thereafter, the Agreement continues indefinitely unless it is terminated in writing by one of the contracting Parties with six months' notice in compliance with the above minimum term of five years. If the end of the term does not fall at the end of a financial year of the GmbH, the term shall be extended until the end of the then current financial year.*
- (4) *The right to give notice of termination for an important cause with immediate effect and without adhering to a notice period shall remain unaffected. An important cause is deemed to be in particular:*
- if the SE no longer holds the majority of the voting rights from the shares in the GmbH;*
 - the transformation, merger, split or liquidation of the SE or the GmbH;*
 - or any other reason leading to the discontinuation of the tax group for corporation and trade tax between the SE and the GmbH in accordance with the respective applicable version of the German Corporation Tax Act (Körperschaftsteuergesetz, KStG).*
- (5) *Notice of termination must be issued in writing.*
- (6) *If this Agreement terminates, the SE shall provide security to the creditors of the GmbH in accordance with Section 303 AktG, as amended from time to time, if they so request.*

§ 7 FINAL PROVISIONS

- (1) *Amendments and supplements to this Agreement must be made in writing in order to be effective, unless recording by a notary is required, and must be approved by the general meeting of the SE and the shareholders' meeting of the GmbH.*
- (2) *If any of the provisions of this Agreement are or become invalid or unenforceable, or if it becomes evident that this Agreement contains a gap, this shall not affect the remaining provisions of this Agreement. In such event, the Parties undertake to replace the invalid or unenforceable provision by the valid and enforceable provision that most closely approximates the invalid or unenforceable provision in*

economic intent; similarly, in the event of a gap, the Agreement is to be supplemented by a provision that the Parties would have agreed upon in accordance with their economic intent if they had considered this point.

[Signature blocks of both Parties]”

It is intended that the shareholders' meeting of the Delivery Hero Finco Germany GmbH will approve the profit transfer agreement shortly after this Annual General Meeting. The profit transfer agreement is explained and justified in more detail in a joint report by the Management Board of the Delivery Hero SE and the managing directors of the Delivery Hero Finco Germany GmbH pursuant to Section 293a para. (1) AktG.

This joint report and the draft of the profit transfer agreement, together with other documents required by law to be made available in connection with this agenda item 16, will be published from the day the Annual General Meeting is convened on the Company's website at

<https://ir.deliveryhero.com/agm>.

The profit transfer agreement requires, among other things, the approval of the Annual General Meeting in order to become effective. The Management Board and Supervisory Board therefore propose that the following resolution be adopted:

The conclusion of the profit transfer agreement between the Delivery Hero SE and the Delivery Hero Finco Germany GmbH, the last as profit transferring company, is approved.

17. Resolution on the conclusion of a profit transfer agreement between Delivery Hero SE and Foodpanda GmbH pursuant to Section 293 para. (2) AktG

Delivery Hero SE intends to enter into a profit transfer agreement with Foodpanda GmbH, Berlin. The Company holds 100% of the shares of the Foodpanda GmbH, Berlin (HRB 138224 B). The profit transfer agreement is intended to form the basis for a consolidated tax group between the Delivery Hero SE and the Foodpanda GmbH for corporation tax and trade tax purposes. As the Company is the sole shareholder of the Foodpanda GmbH, no compensation payments or settlements are to be granted to outside shareholders pursuant to Sections 304, 305 AktG. The profit transfer agreement shall have the following content:

“PROFIT TRANSFER AGREEMENT

Between

Delivery Hero SE, with its registered address at Oranienburger Straße 70, 10117 Berlin, registered with the commercial register of the Local Court (Amtsgericht) Charlottenburg under HRB 198015 B,

- hereinafter referred to as “SE” -,

and

Foodpanda GmbH, with its registered address at Oranienburger Straße 70, 10117 Berlin, registered with the commercial register of the Local Court (Amtsgericht) Charlottenburg under HRB 138224 B,

- hereinafter referred to as “GmbH” -,

- SE and GmbH individually also referred to as “Party” and together as “Parties” -

the following profit transfer agreement is concluded:

PREAMBLE

The GmbH is a wholly owned subsidiary of the SE. The Parties intend to conclude a profit transfer agreement with effect from January 1, 2023.

Now, therefore, the Parties agree as follows:

§ 1 TRANSFER OF PROFIT

- (1) The GmbH is obliged to transfer its entire profit to the SE for the duration of this Agreement in accordance with Section 301 of the German Stock Corporation Act (Aktiengesetz, “AktG”), as amended from time to time. Subject to the formation and dissolution of reserves pursuant to Section 4 para. 1 of this Agreement, the annual profit generated without the transfer of profit, less any losses carried forward from the precedent year shall be transferred.*
- (2) The obligation to transfer profit will apply for the first time for the entire profit of the then current financial year of the GmbH in which this Agreement becomes*

effective.

§ 2 ABSORPTION OF LOSSES

- (1) *The provisions of Section 302 AktG, as amended from time to time, shall apply accordingly.*
- (2) *The claim for absorption of losses shall arise, unless otherwise provided for in para. 1, on the balance sheet date of the relevant financial year of the GmbH.*

§ 3 PREPARATION OF THE ANNUAL FINANCIAL STATEMENTS

- (1) *The annual financial statements of the GmbH shall be submitted to the SE for information, review and approval prior to their adoption.*
- (2) *The annual financial statements of the GmbH shall be prepared and adopted prior to the annual financial statements of the SE.*
- (3) *If the financial year of the GmbH ends at the same time as the financial year of the SE, the profit or loss of the GmbH to be absorbed shall nevertheless be taken into account in the annual financial statements of the SE for the same financial year.*

§ 4 FORMATION AND DISSOLUTION OF RESERVES

- (1) *With the SE's consent, the GmbH may allocate amounts from the annual profit to the retained earnings only to the extent permissible under commercial law and justified in economic terms on the basis of a reasonable commercial assessment. Any other retained earnings pursuant to Section 272 para. 3 sentence 2 of the German Commercial Code (Handelsgesetzbuch, "HGB") formed during the term of this Agreement shall be dissolved upon the SE's request and be used in accordance with Section 302 AktG as amended from time to time to compensate any annual deficit or be transferred as profit.*
- (2) *Other reserves, profit carried forward and retained earnings from the period prior to the effective date of this Agreement must not be transferred as profit to the SE. The same applies to capital reserves irrespective of whether such capital reserves were established prior to or after the effective date of this Agreement*

§ 5 DUE DATE AND INTEREST

- (1) *The claim for compensation of the annual deficit pursuant to Section 2 of this Agreement shall become due as per the balance sheet date of the relevant financial*

year of the GmbH.

- (2) *The claim for transfer of profit pursuant to Section 1 of this Agreement shall become due upon the adoption of the annual financial statements of the GmbH for the relevant past financial year.*
- (3) *The SE may demand an advance on any transfer of profits if and to the extent that an interim dividend could be paid in accordance with the law and the articles of association.*
- (4) *The claims for the transfer of profit pursuant to Section 1 of this Agreement and for the compensation of the annual deficit pursuant to Section 2 of this Agreement shall bear interest at a rate of 5 % p. a. pursuant to Sections 352, 353 HGB as from the date when they fall due (Section 5 para. 1 and 2 of this Agreement). Advances pursuant to Section 5 para. 3 of this Agreement are non-interest bearing. In case any advance paid exceeds the actual payment obligations under Section 5 para. 2 of this Agreement, the amount paid in excess shall be treated as an interest-bearing granted loan and shall bear interest according to sentence 1 as from the date when the advance is paid.*

§ 6 EFFECTIVENESS AND TERM; TERMINATION

- (1) *This Agreement requires for its effectiveness the consent of both the general meeting of the SE and the shareholders' meeting of the GmbH.*
- (2) *This Agreement takes effect upon registration with the commercial register of the registered seat of the GmbH and shall enter into force with retroactive effect as from the beginning of the financial year of the GmbH in which this Agreement becomes effective.*
- (3) *This Agreement is concluded for a fixed term of five (5) years, counting from the time it becomes effective. Thereafter, the Agreement continues indefinitely unless it is terminated in writing by one of the contracting Parties with six months' notice in compliance with the above minimum term of five years. If the end of the term does not fall at the end of a financial year of the GmbH, the term shall be extended until the end of the then current financial year.*
- (4) *The right to give notice of termination for an important cause with immediate effect and without adhering to a notice period shall remain unaffected. An important cause is deemed to be in particular:*
 - *if the SE no longer holds the majority of the voting rights from the shares in the GmbH;*

- *the transformation, merger, split or liquidation of the SE or the GmbH;*
 - *or any other reason leading to the discontinuation of the tax group for corporation and trade tax between the SE and the GmbH in accordance with the respective applicable version of the German Corporation Tax Act (Körperschaftsteuergesetz, KStG).*
- (5) *Notice of termination must be issued in writing.*
- (6) *If this Agreement terminates, the SE shall provide security to the creditors of the GmbH in accordance with Section 303 AktG, as amended from time to time, if they so request.*

§ 7 FINAL PROVISIONS

- (1) *Amendments and supplements to this Agreement must be made in writing in order to be effective, unless recording by a notary is required, and must be approved by the general meeting of the SE and the shareholders' meeting of the GmbH.*
- (2) *If any of the provisions of this Agreement are or become invalid or unenforceable, or if it becomes evident that this Agreement contains a gap, this shall not affect the remaining provisions of this Agreement. In such event, the Parties undertake to replace the invalid or unenforceable provision by the valid and enforceable provision that most closely approximates the invalid or unenforceable provision in economic intent; similarly, in the event of a gap, the Agreement is to be supplemented by a provision that the Parties would have agreed upon in accordance with their economic intent if they had considered this point.*

[Signature blocks of both Parties]"

It is intended that the shareholders' meeting of the Foodpanda GmbH will approve the profit transfer agreement shortly after this Annual General Meeting. The profit transfer agreement is explained and justified in more detail in a joint report by the Management Board of the Delivery Hero SE and the managing directors of the Foodpanda GmbH pursuant to Section 293a para. (1) AktG.

This joint report and the draft of the profit transfer agreement, together with other documents required by law to be made available in connection with this agenda item 17, will be published from the day the Annual General Meeting is convened on the Company's website at

<https://ir.deliveryhero.com/agm>.

The profit transfer agreement requires, among other things, the approval of the Annual General Meeting in order to become effective. The Management Board and Supervisory Board therefore propose that the following resolution be adopted:

The conclusion of the profit transfer agreement between the Delivery Hero SE and the Foodpanda GmbH, the last as profit transferring company, is approved.

- 18. Resolution on the amendment of the resolutions of the Annual General Meetings of June 12, 2019 and June 16, 2021 under agenda items 11 and 10 respectively, on the authorizations to grant subscription rights (Stock Option Program 2019 and Stock Option Program 2021, respectively) and on the creation of Conditional Capital 2019/II and 2021/II, respectively to create the option to transfer allocated subscription rights**

The Annual General Meetings of the Company on June 12, 2019 and June 16, 2021 each adopted a resolution under agenda item 11 and 10 respectively on an authorization to grant subscription rights to members of the Management Board of the Company, to members of the management of affiliated companies and to selected executives and employees of the Company and affiliated companies in Germany and abroad (Stock Option Program 2019 and Stock Option Program 2021 respectively) and on the creation of Conditional Capital 2019/II and 2021/II.

The corresponding authorizations for the Stock Option Program 2019 and the Stock Option Program 2021 each also provide for regulations on the transferability of the subscription rights granted under the respective stock option program. In particular, the two stock option programs exclude the transfer of subscription rights by legal transaction. By contrast, the subscription rights are heritable and a transfer to fulfill legacies is permissible.

It is intended to make this provision in the two stock option programs more flexible in favor of the beneficiaries. In the future, it shall also be possible in principle to transfer subscription rights under the Stock Option Program 2019 and Stock Option Program 2021 by legal transaction with the approval of the Supervisory Board, whereby the Supervisory Board shall be authorized to determine the further details of the stock option conditions, including with regard to transferability.

The Management Board and the Supervisory Board therefore propose that the following resolution be adopted:

a) Amendment to the resolution of the Annual General Meeting of June 12, 2019 under agenda item 11, lit. a), no. (10)

The resolution of the Annual General Meeting of June 12, 2019 under agenda item 11 shall be amended and reworded selectively in lit. a) no. (10) as follows:

„(10) Personal right

The stock options are legally transferable with the prior consent of the Supervisory Board. Stock options are also heritable. Transfer to fulfill legacies is also permissible. The stock options may only be exercised by the respective beneficiary himself or his heirs or legatees. If stock options can no longer be exercised in accordance with the above provision, they shall forfeit without replacement or compensation. The provision on the authorization to reissue forfeited stock options to beneficiaries remains unaffected. The Supervisory Board is authorized to determine the further details of the stock option conditions. The further details shall include, to the extent legally permissible, in particular, but not exclusively, provisions on the transferability of the stock options."

Otherwise, the resolution of the Annual General Meeting of June 12, 2019 under agenda item 11 remains unchanged.

b) Amendment to the resolution of the Annual General Meeting of June 16, 2021 under agenda item 10, lit. a), no. (10)

The resolution of the Annual General Meeting of June 16, 2021 under agenda item 10 is amended and reworded in lit. a) no. (10) as follows:

„(10) Personal right

The stock options are legally transferable with the prior consent of the Supervisory Board. Stock options are also heritable. Transfer to fulfill legacies is also permissible. The stock options may only be exercised by the respective beneficiary himself or his heirs or legatees. If stock options can no longer be exercised in accordance with the above provision, they shall forfeit without replacement or compensation. The provision on the authorization to reissue forfeited stock options to beneficiaries remains unaffected. The Supervisory Board is authorized to determine the further details of the stock option conditions. To the extent legally permissible, the further details include, in

particular, but are not limited to, provisions on the transferability of the stock options.“

Otherwise, the resolution of the Annual General Meeting of June 16, 2021 under agenda item 10 remains unchanged.

19. Resolution on the approval of the compensation system for the members of the Management Board

The previous compensation system for the members of the Management Board of Delivery Hero SE (the “Company”) was put to the vote at the Annual General Meeting on June 16, 2021 in accordance with Section 120a para. (1) AktG and approved by a majority of 82.33%.

The Supervisory Board of the Company continuously reviews the compensation system for the members of the Management Board to ensure that it is in line with the Company's strategy. Pursuant to Section 120a para. (1) AktG, the Annual General Meeting of a listed company shall resolve on the approval of the compensation system for the members of the Management Board whenever there is a significant change to the system, but at least every four years.

Against the backdrop of a stronger focus on the profitability of the Delivery Hero Group, the Supervisory Board resolved a new compensation system for the members of the Management Board. The revised compensation system for Management Board members is described in the annex to this agenda item 19 printed below this agenda item and is to be submitted to the General Meeting for approval.

The Supervisory Board proposes to adopt the following resolution:

The compensation system for the members of the Management Board described in the annex to this agenda item 19 is approved.

Annex to agenda item 19 - Description of the compensation system for members of the Management Board

I. PRINCIPLES OF THE COMPENSATION SYSTEM FOR MEMBERS OF THE MANAGEMENT BOARD

The overriding objectives of the compensation system are to set market-based incentives for sustainable growth, increase profitability and shareholder value. The compensation incentives for the members of the Management Board are intended to encourage them to achieve a sustainable, long-term development of the Delivery Hero Group, promote the corporate strategy and ultimately increase the value of the Company. In the course of

continuous development, added value shall be created - for shareholders, for employees, for customers and for Delivery Hero itself.

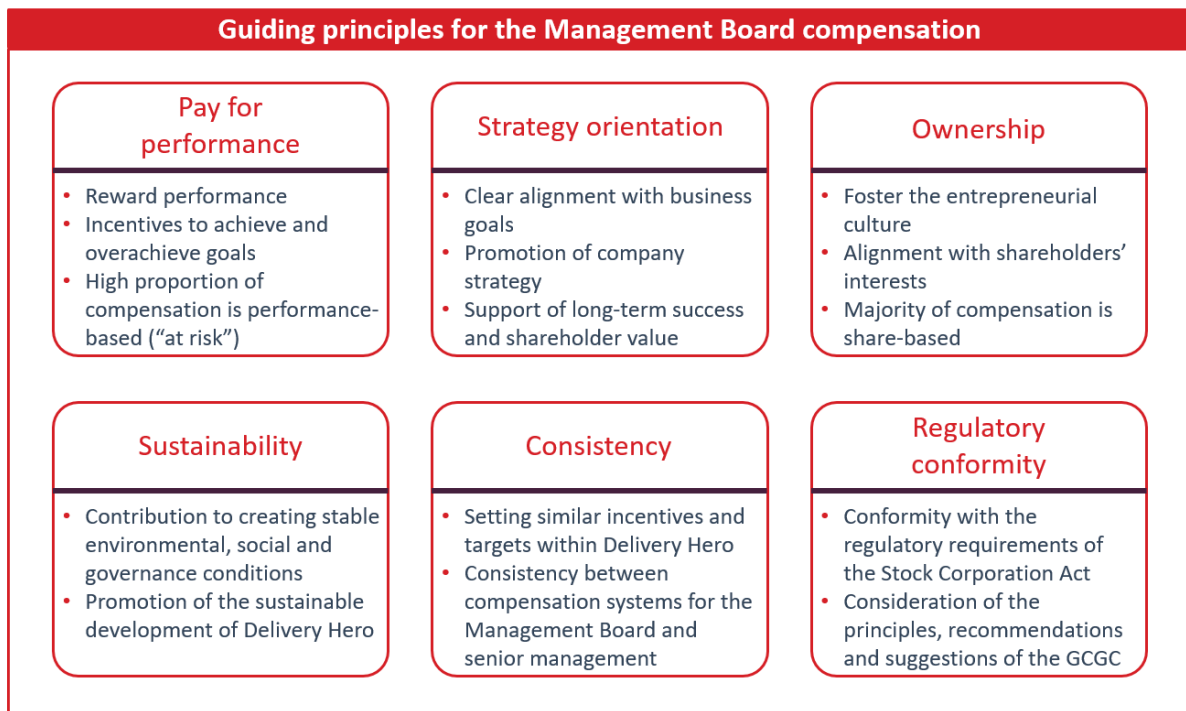
On the path from a distinctive start-up culture to an established company, a strong performance link should be ensured, and the focus should be on shareholder value. The Management Board and Supervisory Board also ensure that the incentives underlying the variable compensation are applied in a similar form to the levels below the Management Board.

The path towards achieving these corporate goals also plays an important role for Delivery Hero SE, and entrepreneurial action should not only be oriented towards purely financial corporate success. Rather, the corporate culture should also be promoted, and Delivery Hero SE should live up to its responsibility as part of society. For this reason, non-financial factors from the areas of environment, social and governance ("ESG" for short) also play a significant role in the compensation of the Management Board.

The Management Board's compensation system consists of fixed non-performance-based and variable performance-based components grounded on qualified and demanding performance criteria, incentivizes the implementation of the corporate strategy accordingly and contributes to promoting long-term and sustainable corporate development. The performance criteria and targets for the variable compensation are set in advance by the Supervisory Board. Subsequent changes to the performance criteria and targets are not possible. Exceptional performance is rewarded accordingly, while failure to meet targets reduces the variable performance-related compensation, possibly to zero. Due to the fundamentally higher weighting of the long-term variable compensation components, the targets set for the long-term variable compensation component create a higher incentive than the relevant targets for the short-term variable compensation.

The compensation system for the members of the Management Board adopted by the Supervisory Board is thus aligned to the requirements of the business strategy and the sustainable and long-term development of Delivery Hero.

In all compensation decisions, the Remuneration Committee and the Supervisory Board each take into account the requirements of the AktG and are guided by the recommendations of the German Corporate Governance Code ("GCGC") and the following guiding principles, which are intended to serve the achievement of the objectives of Delivery Hero:



Graphic 1: Guiding principles for Management Board compensation

II. OVERVIEW OF THE COMPENSATION SYSTEM AND STRUCTURE

The compensation system for the members of the Management Board of Delivery Hero SE described below shall - subject to approval of the system by the Annual General Meeting on June 14, 2023 - be applicable for the first time as of January 1, 2024.

The compensation of the members of the Management Board generally consists of non-performance-related (fixed) compensation components and performance-related (variable) compensation components, which together make up the total compensation of each member of the Management Board.

The fixed compensation components comprise the base salary and fringe benefits, but expressly do not include a company pension plan (pension commitments).

The variable compensation consists of a short-term variable compensation ("**Short-Term Incentive**" or "**STI**") and a long-term variable compensation ("**Long-Term Incentive**" or "**LTI**"). In addition, the compensation system contains further compensation-related provisions such as malus and clawback provisions and a maximum compensation pursuant to Section 87a para. (1) sent. 2 no. 1 AktG. Furthermore, the compensation system also regulates whether and which payments can be made in the event of a premature termination of the Management Board activity.

For a better understanding of the compensation system described herein, the previously applicable and the new compensation system are shown in their entirety in the following graphic (significant changes are highlighted in color):

Compensation system of the Management Board		
Current compensation system (approved on May 16, 2021)	Compensation element	New compensation system
Non-performance-based components		
<ul style="list-style-type: none"> Fixed compensation which is paid in twelve monthly installments 	Base salary	<ul style="list-style-type: none"> Fixed compensation which is paid in twelve monthly installments
<ul style="list-style-type: none"> Personal budget for traveling between home and work Contributions to health and nursing care insurance, grant of accident insurance, D&O insurance, reimbursement of the cost for preventive medical examination Possibility to grant a one-time payment to new members of the Management Board upon taking office to compensate for forfeited compensation at the previous employer 	Fringe benefits	<ul style="list-style-type: none"> Personal budget for traveling between home and work Contributions to health and nursing care insurance, grant of accident insurance, D&O insurance, reimbursement of the cost for preventive medical examination Possibility to grant a one-time payment to new members of the Management Board upon taking office to compensate for forfeited compensation at the previous employer
Performance-based components		
<ul style="list-style-type: none"> Plan type: annual bonus Performance period: one year Performance criteria: ESG targets <ul style="list-style-type: none"> Targets are set in advance of each year by the Supervisory Board Cap: 150% of the target amount Payout in cash after the respective fiscal year 	Short-Term Incentive (STI)	<ul style="list-style-type: none"> Plan type: (virtual) Restricted Stock Units Performance period: one year Waiting period: two years Performance criteria: growth, profitability and ESG targets <ul style="list-style-type: none"> Targets are set in advance of each year by the Supervisory Board Cap: 150% of the target amount Payout in cash or shares after two years
<ul style="list-style-type: none"> Plan type: Stock Option Plan Performance period: four years Waiting period/blocking period: four years Performance criteria: CAGR revenue growth of at least 20% over the performance period Exercise period: two years Payout in shares after four to six years 	Long-Term Incentive (LTI)	<ul style="list-style-type: none"> Plan type: (virtual) Performance Share Plan Performance period: four years Waiting period: four years Performance criteria: <ul style="list-style-type: none"> Relative Total Shareholder Return Cumulative Operating Cashflow Cap: 150% of the target amount Payout in cash or shares after four years
Further contractual components		
<ul style="list-style-type: none"> Full or partial reduction/repayment of variable compensation in case of material compliance breaches or in the event of incorrect consolidated financial statements 	Malus and Clawback	<ul style="list-style-type: none"> Full or partial reduction/repayment of variable compensation in case of material compliance breaches or in the event of incorrect consolidated financial statements
<ul style="list-style-type: none"> Chief Executive Officer: EUR 12,000,000 Ordinary Board Members: EUR 9,000,000 	Maximum compensation	<ul style="list-style-type: none"> Chief Executive Officer: EUR 12,000,000 Ordinary Board Members: EUR 9,000,000
<ul style="list-style-type: none"> In line with GCGC recommendation limited to the total compensation of two years, but not more than the remaining term of the service agreement 	Severance payment cap	<ul style="list-style-type: none"> In line with GCGC recommendation limited to the total compensation of two years, but not more than the remaining term of the service agreement

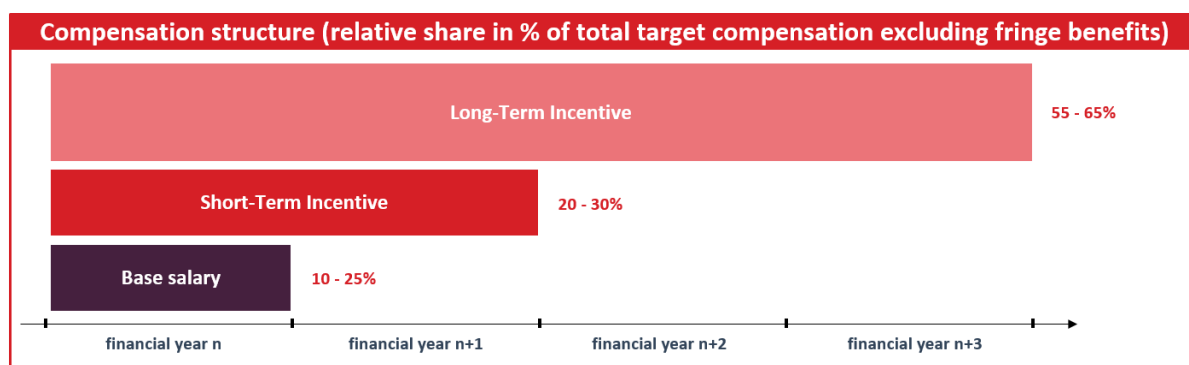
Graphic 2: Comparison of the current and new compensation system

In accordance with the compensation system presented to the Annual General Meeting, the Supervisory Board determines the specific total target compensation for the upcoming financial year as well as the performance criteria for the variable compensation components provided for in the compensation system.

The compensation structure, i.e., the relative proportions of the fixed and variable components within the total target compensation of the Management Board members,

makes a significant contribution to promoting sustainable business success and profitable growth of Delivery Hero Group. Overall, the variable compensation components (assuming target achievement of 100%) can account for around 75% to 95% of the total target compensation excluding fringe benefits. The incentive for sustainable and long-term development of the Delivery Hero Group, as required by Section 87 para. (1) sent. 2 AktG, is achieved in particular by weighting the variable compensation components among each other. The ratio of short-term incentive to long-term incentive is around 30% to 70%. This means that compensation with long-term objectives significantly exceeds compensation with short-term objectives, without neglecting the latter. The annual expense for fringe benefits is naturally subject to fluctuations and generally amounts to a maximum of around 5% of the total compensation. Due to possible one-time payments for new Management Board members, the expense for fringe benefits may be higher in individual cases.

The compensation structure excluding fringe benefits can be illustrated again in the following graphic:



Graphic 3: Compensation structure of total target compensation excluding fringe benefits (STI and LTI with an assumed target achievement of 100%)

III. DESCRIPTION OF THE COMPENSATION COMPONENTS IN DETAIL

1. Base salary

The annual base salary is contractually agreed with the respective Management Board member and is paid out in twelve equal monthly installments. Members of the Management do not receive separate compensation for holding offices or other activities in other companies affiliated with the Company within the meaning of Section 15 et seq. AktG, the Management Board member does not receive separate compensation.

2. Fringe benefits

In addition to the reimbursement of travel expenses and other business-related expenses, each member of the Management Board receives monthly allowances for health and

nursing care insurance as well as reimbursement of the costs of a medical check-up, in accordance with statutory regulations. There are no pension commitments or retirement benefit agreements.

In addition, each Management Board member is granted accident insurance (for death and disability) by the Company.

In addition, the Supervisory Board may grant Management Board members a personal budget in a specific amount each year to cover the cost of travel between home and work upon presentation of receipts.

In individual cases, the Supervisory Board has the option of granting first-time Management Board members corresponding one-time payments or one-time benefit commitments upon taking up office in connection with the commencement of Management Board activities at the Delivery Hero SE to compensate for compensation entitlements forfeited at previous employers. In this way, the Supervisory Board ensures the necessary flexibility in the search for the best possible candidates. The maximum compensation set out in this compensation system continues to apply in this case.

All members of the Management Board are insured against the risk of being held liable for financial losses in the course of their duties by means of a D&O insurance policy taken out at the expense of Delivery Hero SE with a deductible of 10% of the loss up to the amount of one and a half times the base salary in accordance with the provisions of the German Stock Corporation Act.

3. Short-Term Incentive (STI)

With the STI, virtual shares are allocated annually in the form of "restricted stock units" ("RSUs" in short).

Restricted stock units give the right to receive a number of shares in Delivery Hero SE or a cash compensation payment depending on the final value of the RSUs and the achievement of targets in accordance with the criteria of the STI after the expiry of a contractual two-year waiting period and the fulfillment of certain conditions; RSUs do not constitute stock options (subscription rights) within the meaning of the German Stock Corporation Act for shares in Delivery Hero SE.

a) Allocation

The Supervisory Board agrees on an individual annual target amount for the STI in EUR ("**STI Target Amount**") with each Management Board member in the respective

Management Board service agreement. The agreed Target Amount corresponds to a target achievement of 100%.

The Supervisory Board allocates the STI Target Amount for the financial year to the respective Management Board member in the form of RSUs during the first quarter of a financial year. The contractual waiting period of two years ("**Waiting Period**") begins on the date on which the RSUs are allocated.

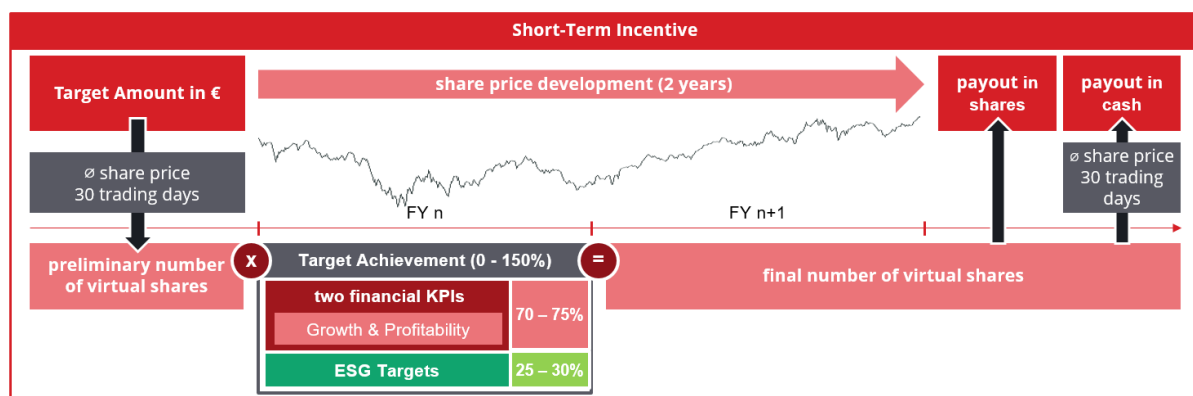
To determine the preliminary number of RSUs, the individual STI Target Amount is divided either by the average closing price of the Delivery Hero SE share during the last 30 stock exchange trading days prior to the end of the previous financial year or during the last 30 stock exchange trading days prior to the date of the respective grant of RSUs.

b) Calculation

The final number of RSUs is calculated at the end of the one-year performance period based on the weighted Target Achievement of the additively linked performance criteria. The performance period corresponds to the respective financial year for which the STI target amount was agreed ("**Performance Period**").

The final number of RSUs determined in this way will only be serviced after the end of the Waiting Period, at the discretion of the Supervisory Board, either in the form of shares in Delivery Hero SE or paid out in cash to the Management Board member.

The following graphic illustrates (in simplified form) how the STI operates.



Graphic 4: Overview Short-Term Incentive

c) Performance criteria

The Supervisory Board determines the performance criteria uniformly for all members of the Management Board before the beginning of each financial year.

In determining the two financial performance criteria for the respective financial year, the Supervisory Board selects one growth metric and one profitability metric from the total pool of six metrics listed below:

Growth	Revenue
	Gross Merchandise Value (GMV)
	Gross Profit
Profitability	(adj.) EBITDA
	(adj.) EBITDA-Margin
	Free Cashflow

Graphic 5: Financial key figures in the Short-Term Incentive

The two financial performance criteria are always weighted equally and can assume a total weighting of 70 - 75% of the target achievement under the STI.

The ESG targets within the framework of the STI are defined by the Supervisory Board on the basis of a catalog of criteria for at least two of the three areas listed below: environment, social and governance, which are based on the sustainability strategy of the Delivery Hero Group. The Supervisory Board can define one or more ESG targets as part of the STI for a financial year.

Environment	Social	Governance
sustainable packaging	"rider welfare"	"best in class" governance
CO ₂ emissions	health & safety	data security
...

Graphic 6: Catalog of exemplary criteria for ESG targets

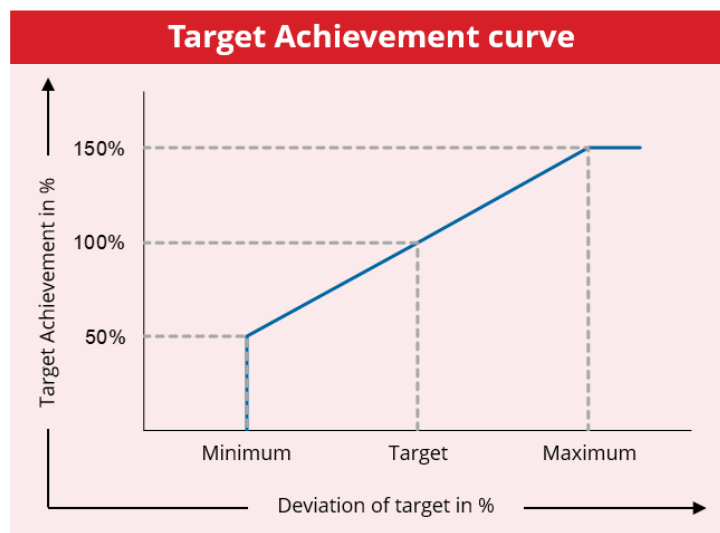
In setting the ESG targets, the Supervisory Board can, in the case of several ESG targets, determine a different or equal weighting in the context of determining the target achievement. In total, the ESG-relevant part of the STI can assume a weighting of 25 - 30%.

The STI thus provides incentives for both sustainable growth and increased profitability. The ESG targets are intended to help the Delivery Hero Group fulfill its responsibility as part of society. By acting sustainably, Delivery Hero SE intends to secure its social and economic future viability as part of society and public life. In this understanding and as part of the Group strategy, the sustainability goals of Delivery Hero SE are considered in the compensation system for the Management Board.

d) Target achievement

For each of the defined performance criteria (from the areas of financial key performance indicators and ESG targets), the Supervisory Board sets an ambitious target value (corresponds to a target achievement of 100%) as well as a minimum and maximum value.

After the end of the Performance Period, the Supervisory Board compares the actual values achieved with the defined target value or minimum and maximum value. The target value is based on budget planning and capital market communications for the respective financial year. If the actual value achieved is above the maximum value, the target achievement is limited to 150%. If the actual value achieved is below the minimum value, the target achievement is 0%. Target achievements between the minimum, target and maximum values are interpolated linearly.



Graphic 7: Exemplary target achievement curve in the STI

After the end of the one-year Performance Period, the Supervisory Board determines the degree of target achievement for each performance criterion as a percentage value, which can range from 0% to 150% ("Target Achievement Level"). The Supervisory Board then determines the weighted overall level of target achievement from the levels of target achievement for the individual performance criteria, whereby target achievement below the minimum value is included in the calculation by a factor of zero.

The final number of RSUs is calculated by multiplying the preliminary number of RSUs granted by the overall Target Achievement Level and is thus capped at 150% of the preliminary number of RSUs.

There is no guaranteed minimum target achievement, so a payout may not be achieved at all.

If a member joins or leaves the Management Board during the year, target achievement under the STI is determined *pro rata temporis*.

e) Settlement in cash or shares

The compensation under the STI is due for settlement at the earliest after the lapse of the Waiting Period(s). Settlement of the compensation claims under the STI shall be made, at the discretion of the Supervisory Board, either in cash or in shares of Delivery Hero SE.

If the virtual shares are settled in cash, the cash payment amount is calculated as follows: the final number of RSUs (as previously determined on the basis of the Target Achievement Level) is multiplied by the average closing price of the Delivery Hero SE share during the last 30 stock market trading days prior to the end of the second financial year or by the average closing price of the Delivery Hero SE share during the last 30 stock market trading days prior to the end of the respective Waiting Period.

If Delivery Hero SE has distributed dividends during a Waiting Period, the final payout amount may be increased by the cumulative dividend per virtual share so that dividend distributions do not have a detrimental effect on the Management Board members.

The specifically defined performance criteria, the targets and the degree of target achievement are reported transparently in the respective compensation report.

4. Long-Term Incentive (LTI)

The long-term performance-related (variable) compensation represents the largest component of variable compensation and consists of a (virtual) performance share plan with a four-year term. The allocation under the LTI is made in the form of virtual shares ("**Performance Shares**"), which are settled in cash or shares of Delivery Hero SE after the end of the contractual four-year waiting period; Performance Shares do not constitute stock options (subscription rights) within the meaning of the German Stock Corporation Act (*AktG*) on shares of Delivery Hero SE.

The Performance Shares give the right to receive a certain number of shares in Delivery Hero SE or a cash compensation payment after the end of the four-year waiting period and fulfillment of certain conditions depending on the final value of the Performance Shares and the achievement of targets under the LTI during a four-year performance period.

The Performance Share Plan thus takes into account the sustainable pursuit of the corporate strategy for the purpose of the long-term development of the Delivery Hero Group and reflects the alignment with shareholder interests.

In addition to the Company's operating cash flow, the LTI is based on the development of the Delivery Hero share price in absolute terms and relative to competitors. In this way, the long-term incentive provides incentives for the sustainable and long-term development of the Delivery Hero Group. This is achieved, in particular, through two financial performance criteria measured over the four-year performance period:

- The relative total shareholder return is used to measure the capital market performance of Delivery Hero SE compared with its competitors.
- The operating cash flow measures the liquidity and profitability of the business in the long term.

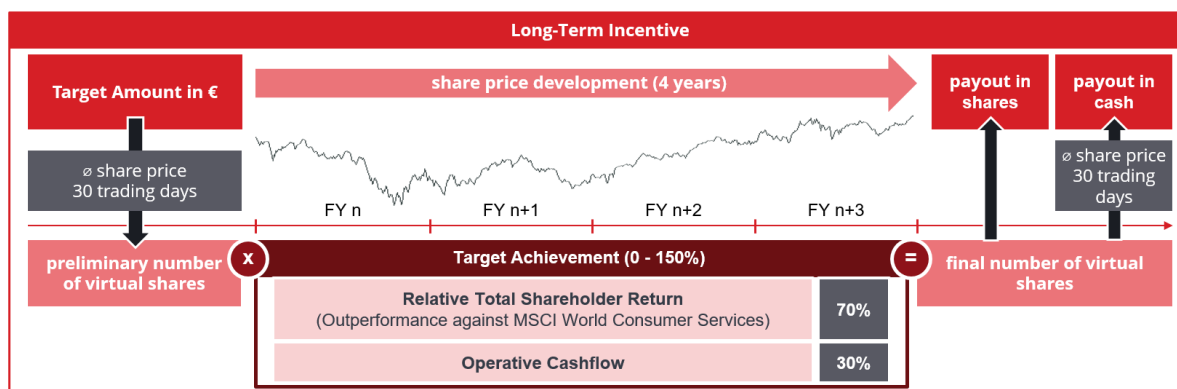
a) Allocation

The Supervisory Board agrees an individual annual target amount for the LTI in EUR ("**LTI Target Amount**") with the respective Management Board member in the respective Management Board service agreement. The agreed target amount corresponds to a target achievement of 100%.

The Supervisory Board allocates the LTI Target Amount for the financial year to the respective Management Board member in the form of Performance Shares. The contractual waiting period of four years ("**Waiting Period**") begins on the date of allocation of the Performance Shares.

To determine the preliminary number of Performance Shares, the individual LTI Target Amount is divided either by the average closing price of the Delivery Hero SE share during the last 30 stock market trading days prior to the end of the financial year preceding the Waiting Period or during the last 30 stock market trading days prior to the day of the respective allocation of the Performance Shares.

The following graphic shows in simplified form how the Performance Share Plan or LTI works.



Graphic 8: Overview of Long-Term Incentive (simplified)

b) Total shareholder return (TSR) performance criterion

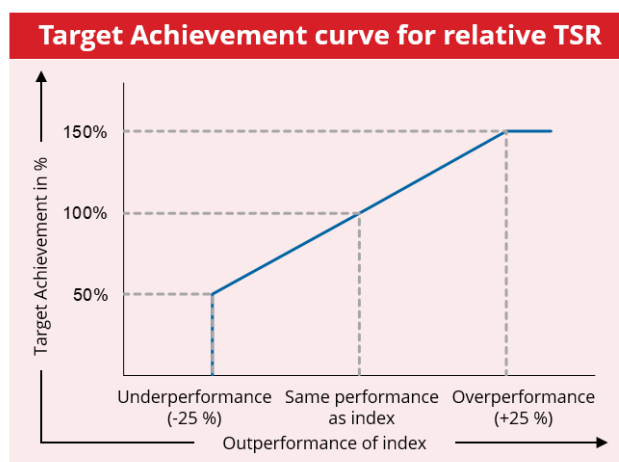
In addition to the performance of the Delivery Hero share price, the LTI is based on the relative performance of the Delivery Hero share. The “Total Shareholder Return” (“TSR”) of Delivery Hero SE is compared with the TSR of a sector index selected by the Supervisory Board before the beginning of the financial year – typically, the MSCI World Consumer Services Index. The TSR denotes the share price performance plus notionally reinvested gross dividends during the four-year performance period. The sector index is determined uniformly for all members of the Management Board.

For the performance criterion “relative TSR”, which has a weighting of 70% within the target achievement under the LTI, the ratio between the TSR of the Delivery Hero-share (“Delivery Hero TSR”) and the TSR of the sector index (“Index TSR”) during the four-year contractual performance period is determined, whereby the contractual performance period corresponds to a period of four financial years, including the first financial year for which the LTI target amount was agreed in each case (“Performance Period”):

- The start and end values for determining the Delivery Hero TSR and the Index TSR are based on the average value of Delivery Hero SE share or the sector index during the last 30 stock market trading days before the start and before the end of the respective four-year Performance Period.
- To determine the relative TSR, Delivery Hero TSR is set in relation to the Index TSR. If Delivery Hero TSR is exactly equal to the Index TSR, the target achievement is 100%.

A range equal to +/- 25 percent of the TSR performance of the index is used to determine the minimum value (50% of target achievement) and the maximum value (150% of target achievement) of the target achievement curve.

In the event of outperformance above the maximum value, the target achievement is capped at 150%. If the performance is below the minimum value, the relative TSR is not taken into account when determining the overall level of target achievement. Target achievements between the minimum, target and maximum values are interpolated linearly.



Graphic 9: Target achievement curve relative TSR

c) Operating cash flow performance criterion

For the performance criterion "Operating Cash Flow", which has a weighting of 30%, the sum of the operating cash flow of the Delivery Hero Group during the four-year Performance Period is determined, i.e., for the LTI tranche(s) in financial year 2024, the actual operating cash flow generated in financial years 2024, 2025, 2026 and 2027 is decisive.

Before the start of the respective financial year, the Supervisory Board sets an ambitious target value - corresponding to 100% target achievement - as well as a minimum and maximum value. After the end of the Performance Period, the Supervisory Board compares the actual cumulative operating cash flow generated with the target, minimum and maximum value. The target value is based on the strategic planning and capital market communication of Delivery Hero SE.

If the value actually achieved is above the maximum value, the target achievement is limited to 150%. If the value actually achieved is below the minimum value, then the target achievement is 0%. Target attainments between the minimum, target and maximum values are interpolated linearly.

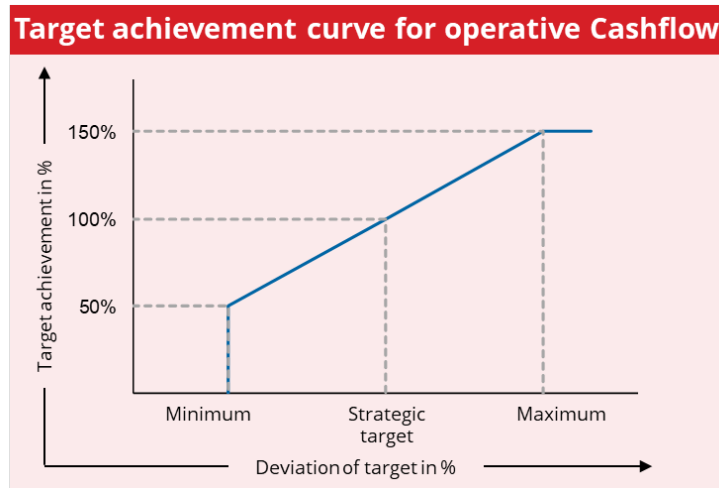


Figure 10: Exemplary target achievement curve operating cash flow

d) Overall Target Achievement Level

After the end of the respective four-year Performance Period, the Supervisory Board determines the target achievement level for the two performance criteria as a percentage value, which can range from 0% to 150%. The Supervisory Board then determines the weighted overall Target Achievement Level from the degrees of target achievement for the individual performance criteria, whereby target achievement below the minimum value is included in the calculation by a factor of zero.

The final number of Performance Shares is determined by multiplying the preliminary number of Performance Shares by the overall Target Achievement Level and is thus limited to 150% of the preliminary number of Performance Shares.

There is no guaranteed minimum target achievement, so the payout may not be made at all.

e) Settlement in cash or shares

The compensation under the LTI shall be due for settlement at the earliest after lapse of the respective Waiting Period(s). Settlement of the compensation claims under the LTI shall be made, at the discretion of the Supervisory Board, either in cash or in shares of Delivery Hero SE.

If settlement is made in cash, the cash payment amount is calculated as follows: the final number of Performance Shares (previously determined on the basis of the degree of target achievement) is multiplied by the average closing price of Delivery Hero SE share during the last 30 stock market trading days prior to the end of the Performance Period or by the average closing price of Delivery Hero SE share during the last 30 stock market trading days prior to the end of the respective four-year Waiting Period.

The specific allocation modalities and settlement methods are defined in advance as part of the contractual agreements underlying the LTI or Performance Share Plan.

The targets for the operating cash flow and the degree of target achievement under the LTI are reported transparently in the respective compensation report.

f) Other

Delivery Hero SE does not currently provide for any further shareholding rules (e.g., share ownership guidelines) and, in the view of the Supervisory Board, currently these are not necessary for a further alignment of interests between the Management Board and the shareholders. However, the Supervisory Board may also provide for shareholding rules (e.g., such as share ownership guidelines) and determine their detailed form.

5. Malus and Clawback

Malus and Clawback provisions are to be provided for in the service contracts with the Management Board members.

In the event of a serious and intentional violation of duty or compliance by a member of the Management Board, the Company may reduce the variable compensation from the Short-Term Incentive and the Long-Term Incentive in part or in full to zero ("**Malus**") and reclaim in part or in full variable compensation components already paid out ("**Clawback**"). This Clawback or reduction option covers all variable components of Management Board compensation for the respective financial year in which the violation of duty or compliance occurred.

Violations of duty or compliance include, among other things, violations of duties of care in the management of the Company within the meaning of Section 93 AktG, breaches of internal company guidelines on conduct, pecuniary offenses to the detriment of the Company, and other serious unethical conduct.

The Supervisory Board of the Company decides on a Malus or Clawback in each individual case at its due discretion and gives the Management Board member concerned the opportunity to comment on the respective breach of conduct. The variable compensation of those financial years which lie more than four financial years before the decision on a Clawback is not subject to a Clawback.

The possibility of a Malus and Clawback also exists if the position or employment relationship with the Management Board member has already ended at the time of the relevant decision.

If variable compensation components linked to the achievement of specific targets were wrongly paid out based on incorrect data, the Company is entitled, irrespective of any misconduct on the part of the Management Board member, to demand repayment of the difference resulting from the recalculation of the amount of the variable compensation compared with the amount paid out.

Claims for damages and other statutory claims against the Management Board member shall remain unaffected by the Malus and Clawback provisions.

6. Maximum compensation

In accordance with Section 87a para. (1) sent. 2 no. 1 AktG, the Supervisory Board has set a maximum compensation that limits the total amount of compensation actually received for a given financial year (comprising the non-performance-related base compensation, fringe benefits and the amounts paid out under the Short-Term Incentive and Long-Term Incentive).

The maximum compensation for the Chair of the Management Board is EUR 12 million and for the ordinary members of the Management Board EUR 9 million.

If the sum of payments from a financial year exceeds this maximum compensation, the last compensation component to be paid out (usually under the Long-Term Incentive) is reduced accordingly.

IV. COMPENSATION-RELATED LEGAL TRANSACTIONS

1. Terms of Management Board service agreements

When appointing Management Board members and determining the duration of Management Board contracts, the Supervisory Board complies with the statutory requirements, in particular in relation to the maximum term of six years in accordance with Art. 46 of Council Regulation (EC) No. 2157/2001 on the Statute for a European company (SE) and the corresponding recommendations of the German Corporate Governance Code.

The Management Board service agreements are concluded for the duration of the respective appointment. In the case of an initial appointment to the Management Board, the term of appointment is generally three years, although this may be deviated from in justified exceptional cases (for example, in the case of the promotion of an employee from the upper management levels of Delivery Hero SE to Management Board member). In the event of a reappointment, the maximum term is regularly up to five years. The Management Board service agreements provide for the possibility of ordinary termination

with six months' notice if the appointment as a member of the Management Board ends prematurely due to dismissal or resignation.

This shall not affect the right of either party to terminate the Management Board service agreement without notice for good cause.

2. Payments upon termination of the contract

In the event of the death of a member of the Management Board before the end of the term of the service agreement, the respective spouse of the deceased member of the Management Board is entitled to the granting of the unreduced base salary for the month of death and the following six months, but no longer than until the end of the original term of the service agreement.

The Supervisory Board may agree on severance pay provisions in the Management Board service agreements which comply with the recommendations of the German Corporate Governance Code. If the service agreement with a member of the Management Board ends due to dismissal, resignation from office or by mutual termination agreement, Management Board members may be entitled to a severance payment. However, this does not apply in the event of termination of the service agreement by the Company for good cause attributable to the Management Board member in accordance with Section 626 BGB or in the event of termination of the service agreement by the Management Board member without good cause attributable to the Company in accordance with Section 626 BGB. An agreed severance payment may not exceed the amount of two years' total compensation and must correspond at most to the compensation for the remaining term of the service agreement.

In the event of entry and exit during the year, the total compensation is granted *pro rata temporis* in accordance with the duration of the service agreement in the relevant financial year.

3. Change of Control

When concluding new service agreements with Management Board members (initial appointment) or renewing existing service agreements, the special provisions set out below may be agreed in the event of a change of control:

In the event of a change of control, the Management Board member has the right to resign from office with three months' notice. At this time, the service agreement also terminates. A change of control exists, if:

- the shares of the Company are removed from trading on a regulated market (*delisting*);
- the appointment of the Management Board member ends as a result of a change of legal form of the Company or a merger of the Company into another company, unless the Management Board member is offered an appointment as a member of the Management Board in the new company on the same economic terms as before;
- an intercompany agreement has been concluded with Delivery Hero SE as a dependent company pursuant to Sections 291 et seq. AktG or the Company is incorporated pursuant to Sections 319 et seq. AktG;
- a shareholder or third party directly or indirectly acquires at least 30% of the voting rights in Delivery Hero SE, including the voting rights attributable to the shareholder or third party pursuant to Section 30 of the German Securities Acquisition and Takeover Act (*WpÜG*).

In the case of new appointments, the Supervisory Board may additionally limit this possibility of resignation as follows:

- A Management Board member only has the right to resign if his or her position as a member of the Management Board is significantly impaired (e.g. through a significant reduction in area of responsibility)

In the event of a change of control, the Supervisory Board may agree on a severance payment with the members of the Management Board, the amount of which may not exceed two years' total compensation and may not exceed the compensation for the remaining term of the service agreement.

4. Post-contractual non-competition clause

The Supervisory Board may agree on a post-contractual non-competition clause with all or individual Management Board members for up to two years. For the duration of the non-competition clause, the respective Management Board member shall be paid compensation amounting to 50% of the last contractually agreed compensation. Income from other employment received during the non-competition period will be offset against the compensation to the extent that the compensation would exceed the most recent contractual compensation after adding the other income. In addition, other contractual severance payments to a member of the Management Board shall be offset against the compensation for non-competition.

5. Compensation for board activities within the Delivery Hero Group

The members of the Management Board of Delivery Hero SE do not receive any additional or separate compensation, fixed or variable, for serving on bodies or for holding other offices or other activities in other companies affiliated with Delivery Hero SE within the meaning of Sections 15 et seq. AktG. Any compensation nevertheless received shall be offset against the contractually agreed compensation under the Management Board service agreement.

6. Secondary activities of the members of the Management Board

The acceptance of public offices, supervisory board, administrative board, advisory board and similar mandates as well as appointments to economic or scientific bodies, whether for consideration or not, shall require the prior consent of the Supervisory Board of Delivery Hero SE, unless such mandates are within the Delivery Hero Group. This applies, in particular, to the assumption of supervisory board and similar mandates as well as to expert opinions and publications. Insofar as the Management Board member assumes supervisory board mandates outside the Delivery Hero Group, Delivery Hero reserves the right to offset the resulting compensation. The Supervisory Board shall decide on this on a case-by-case basis, weighing up the interests of Delivery Hero SE and the Management Board member.

V. DESCRIPTION OF THE PROCEDURE FOR ESTABLISHING, IMPLEMENTING AND REVIEWING THE COMPENSATION SYSTEM, INCLUDING THE ROLE OF ANY COMMITTEES INVOLVED AND THE MEASURES TAKEN TO AVOID AND MANAGE CONFLICTS OF INTEREST

The Supervisory Board as a whole is responsible for determining the compensation system for the members of the Management Board and for setting their individual compensation. It is supported in this by the Remuneration Committee, which submits corresponding proposals to the Supervisory Board as a whole. The regulations governing the handling of conflicts of interest are also observed in the procedure for setting, implementing and reviewing the compensation system.

1. Determination of the compensation system

The compensation system described here was adopted by the Supervisory Board after preparation by the Remuneration Committee in accordance with Sections 87 para. (1), 87a para. (1) AktG. In developing the compensation system, the Supervisory Board was advised by an independent compensation expert. In all compensation decisions, the Remuneration

Committee and the Supervisory Board consider the requirements of the Stock Corporation Act and are guided by the recommendations of the GCGC and the guiding principles for Management Board compensation outlined above. The compensation system adopted by the Supervisory Board is submitted to the Annual General Meeting for approval.

2. Implementation of the compensation system

The compensation system is generally implemented within the framework of the Management Board service agreement and any supplementary compensation agreements for the implementation of the STI and LTI.

3. Review of the compensation system

The Remuneration Committee regularly reviews the appropriateness and customary nature of the compensation of the members of the Management Board - both in terms of total compensation and individual compensation components - and proposes adjustments to the Supervisory Board as necessary to ensure that the compensation paid to the members of the Management Board is both in line with market practice and competitive within the regulatory framework. The Remuneration Committee and Supervisory Board may, if necessary, seek advice from external compensation experts, who may also be changed from time to time. Attention is paid to their independence from the Management Board and Delivery Hero and, as a rule, the submission of a confirmation of independence shall be required.

If the Annual General Meeting does not approve the compensation system put to the vote in each case, a revised compensation system shall be presented at the latest at the following Annual General Meeting. Also, in the event of significant changes, but at least every four years, the compensation system will again be submitted to the Annual General Meeting for approval. In this context, the changes to the compensation system are described in detail and at the same time, the extent to which shareholders' comments have been considered shall be described.

4. Measures to avoid and deal with conflicts of interest

The rules generally applicable to the handling of conflicts of interest apply to all decisions of the Supervisory Board and its committees on the compensation system. For the handling of conflicts of interest of the members of the Supervisory Board, the recommendations of the GCGC and the regulations of the Rules of Procedure of the Supervisory Board and its committees are also complied with in the determination, review and implementation of the compensation system. Conflicts of interest of a member shall

be disclosed to the Supervisory Board. In the event of a conflict of interest, the Supervisory Board or committee member concerned shall not take part in the discussion and voting in the Supervisory Board or Remuneration Committee affected thereby.

If conflicts of interest arise for the Chair of the Supervisory Board, he shall disclose them to the Vice Chair. The Supervisory Board shall provide information on any conflicts of interest arising during the financial year and how they were dealt with in its report to the Annual General Meeting.

5. Determination of the concrete total target compensation

The Supervisory Board determines the amount of the total target compensation for the individual Management Board members for the upcoming financial year based on the compensation system. This is commensurate with the tasks and performance of the Management Board member and the economic situation and future prospects of Delivery Hero SE. In addition, the Supervisory Board ensures that the total compensation is in line with market practice and, to this end, considers the level and structure of Management Board compensation at comparable companies, which is customary in the market.

The assessment of the market conformity of the compensation is made both in comparison with other companies (horizontal comparison) and within Delivery Hero SE based on the ratio of the compensation of the Management Board to the compensation of the senior management and the workforce of Delivery Hero SE as a whole (vertical comparison).

- Measured against the size criteria of sales, employees and market capitalization, companies listed on the DAX and MDAX as well as international competitors, for example, can be used for the horizontal comparison. The peer companies considered in the horizontal comparison are disclosed transparently in the compensation report.
- As part of the vertical comparison, the Supervisory Board considers the ratio of Management Board compensation to that of senior management and the workforce as a whole, as well as the development of compensation levels over time. For this purpose, the Supervisory Board has defined the "upper management circle" as the first three levels below the Management Board. The total workforce comprises all employees below senior management who work for Delivery Hero SE in Germany.

In the event of significant shifts in the ratios between the compensation of the Management Board and the horizontal and vertical peer groups, the Supervisory Board

shall examine the causes and, if necessary, adjust the compensation of the members of the Management Board in the absence of objective reasons for such shifts.

6. Extraordinary developments (Section 87a para. (2) AktG)

In accordance with recommendation G.11 GCGC, the Supervisory Board has the option to consider extraordinary developments within the performance-related compensation to an appropriate extent.

In accordance with the statutory provision (Section 87a para. (2) sent. 2 AktG), the Supervisory Board may, at the proposal of the Remuneration Committee, temporarily deviate from the components of the Management Board compensation system in exceptional circumstances (e.g. in the event of a severe economic or financial crisis) if this is necessary in the interests of the long-term well-being of the Company. The assessment may consider both macroeconomic and company-related exceptional circumstances, such as impairment of the long-term viability and profitability of the Company.

Deviation from the compensation system is only possible by way of a corresponding resolution of the Supervisory Board and after careful consideration of its necessity. The components of the compensation system from which deviation is possible under the aforementioned circumstances are the compensation structure, the individual compensation components and their performance criteria, the measurement procedure, and the Waiting Periods, Performance Periods, and payment dates of the variable compensation. Furthermore, in this case the Supervisory Board may temporarily grant additional compensation components or replace individual compensation components with other compensation components to the extent necessary to restore an appropriate incentive effect of the Management Board compensation in the specific situation. In the event of a temporary deviation from the compensation system, the details of such deviations, including an explanation of the necessity of the deviations, and an indication of the specific components of the compensation system from which deviations have been made, shall be communicated in the compensation report for the year in question.

VI. CONSIDERATION OF THE COMPENSATION AND EMPLOYMENT CONDITIONS OF EMPLOYEES WHEN DETERMINING THE COMPENSATION SYSTEM

In designing and determining this compensation system, the Supervisory Board compared the compensation of the Management Board with the Company's internal compensation structure (vertical comparison). For the purpose of this appropriateness assessment, the three upper management levels below the Management Board and the entire workforce, i.e., all employees working for Delivery Hero SE in Germany below the upper management

level, were taken into account. Both the current ratio and the change in the ratio over time were considered by comparing the compensation of the Management Board with the compensation of the respective three upper management levels below the Management Board and the total workforce.

III. FURTHER INFORMATION AND INSTRUCTIONS

1. Total number of shares and voting rights

At the time of convening the Annual General Meeting, the Company's share capital amounts to EUR 266,779,714.00 and is divided into 266,779,714 no-par value registered shares. Each no-par value share grants one vote at the Annual General Meeting. At the time the Annual General Meeting is convened, the total number of shares and voting rights thus amounts to 266,779,714. It should be noted that at the time the Annual General Meeting is convened, the Company directly and indirectly holds 45,218 treasury shares, from which the Company derives no voting rights.

2. Requirements for participation in the virtual Annual General Meeting and the exercise of voting rights

The holding of the Annual General Meeting as a virtual Annual General Meeting in accordance with the new statutory provision in Section 118a of the German Stock Corporation Act (*AktG*)* leads to some modifications in the conduction of the Annual General Meeting and the exercise of shareholder rights, both compared with an Annual General Meeting held in person and compared with the last virtual Annual General Meeting held in accordance with the special legislation resulting from the Covid-19 pandemic. We therefore request that you pay particular attention to the following information, especially regarding the possibility of following the Annual General Meeting in video and audio, the right to submit comments, the right to submit motions, to exercise voting rights, the right to speak, the right to information and the right to object.

The Management Board of Delivery Hero SE has decided, with the consent of the Supervisory Board, based on Section 118a AktG, Section 26n para. (1) Introductory Act to the German Stock Corporation Act (*EGAktG*), to hold this year's Annual General Meeting as a virtual Annual General Meeting without the physical presence of shareholders or their proxies. Physical attendance by shareholders or their proxies (except for the proxies appointed by the Company) is therefore excluded.

Shareholders and their proxies can follow the entire Annual General Meeting on **June 14, 2023, from 10:00 a.m. CEST**** live via video and audio transmission by using the Investor Portal on the internet at

<https://ir.deliveryhero.com/agm>.

How to access the Investor Portal is described below under section "Access to the Investor Portal and electronic connection to the meeting" (see section III.3). Shareholders or their proxies may exercise their voting rights by means of electronic communication or by issuing a power of attorney and instructions to the proxies appointed by the Company.

**The provisions applicable to stock corporations with their registered office in Germany, in particular those of the HGB and the AktG, apply to the Company due to the referral rules set out in provisions of Art. 5, Art. 9 para. 1 lit. C) ii), Art. 53 and Art. 61 of Council Regulation (EC) No. 2157/2001 of October 8, 2001 on the Statute for a European company (SE) (SE Regulation), unless otherwise stipulated in more specific provisions of the SER.*

***Unless explicitly stated otherwise, all times stated in this invitation to the Annual General Meeting are times in Central European Summer Time (CEST) as applicable in Germany. Coordinated Universal Time (UTC) corresponds to Central European Summer Time (CEST) minus two hours.*

3. Access to the Investor Portal and electronic connection to the meeting

The Company has set up an Investor Portal for the Annual General Meeting for the purpose of the virtual Annual General Meeting. Duly registered shareholders can connect electronically to the Annual General Meeting via the Investor Portal and follow the video and audio broadcast live from **10:00 hours** on the day of the Annual General Meeting as well as exercise shareholder rights by means of electronic communication. The Investor Portal is accessible at the internet address

<https://ir.deliveryhero.com/agm>.

(Online) access to the Investor Portal is provided by entering the shareholder number and the associated individual credentials (PIN or access code), which is sent out with the invitation to the shareholders entered in the share registry. The necessary information on the procedure will be sent to the shareholders entered in the share registry together with the invitation. Shareholders entered in the share registry only after the beginning of **May 24, 2023, 00:00 hours** will not receive any invitation documents and therefore no access data for the Investor Portal for the Annual General Meeting in accordance with the

statutory requirements without request. However, they can request the convocation documents with the required shareholder number and the associated individual access data via the Registration Office mentioned below (see section III.4).

Without proper registration for the meeting, shareholders cannot join the meeting electronically and exercise any shareholder rights, in particular voting rights. The electronic issuing of proxies and instructions to the Company's voting representatives via the Investor Portal also requires timely registration for the Annual General Meeting.

The Investor Portal is expected to go live on or about **May 15, 2023**.

4. Registration for the Annual General Meeting and exercise of voting rights; registration stop

Pursuant to Section 17 of the Articles of Association of the Company, shareholders who are entered in the share registry and register with the Company in due time are entitled to attend the Annual General Meeting (i.e. to be electronically connected to the Annual General Meeting) and to exercise their voting rights. Registration must be completed **by June 7, 2023, 24.00 hours at the latest**, either electronically via the Investor Portal or at the following registration office

Delivery Hero SE

c/o Computershare Operations Center

80249 Munich

Germany

Email: anmeldestelle@computershare.de

("Registration Office"). For access to the Investor Portal, please refer to the instructions under section III.3.

Pursuant to Section 67 para. (2) sent. 1 AktG, rights and obligations arising from shares exist only for and against the person entered in the share registry in relation to the Company. Accordingly, the number of voting rights to which a duly registered shareholder is entitled to at the Annual General Meeting is determined by the registration status of the share registry on the day of the Annual General Meeting. For technical reasons, however, no changes will be made to the share registry in the period from the **end of June 7, 2023** ("Technical Record Date") to the end of the Annual General Meeting on **June 14, 2023** ("Registration Stop"). Therefore, the registration status of the share registry on the day of the Annual General Meeting corresponds to the status after the last rewriting on

June 7, 2023. The stop on rewriting does not mean a block on the disposal of the shares. However, purchasers of shares whose applications for registration are received by the Company after **June 7, 2023**, will not be able to exercise voting rights and other shareholder rights arising from these shares unless they are authorized or empowered to do so. In such cases, voting rights and other shareholder rights shall remain with the person entered in the share registry until the transfer is made. All purchasers of shares in the Company who are not yet entered in the share registry are therefore requested to submit transfer applications in due time.

5. Procedure for exercising voting rights by means of electronic communication (electronic absentee voting)

Voting rights may be exercised by means of electronic communication by electronic absentee vote using the Investor Portal. Shareholders who are entered in the share registry and have duly registered for the Annual General Meeting may cast their votes by electronic absentee vote in the run-up to the Annual General Meeting and during the Annual General Meeting using the Investor Portal. Proxies, including authorized intermediaries (e.g., banks), shareholders' associations, proxy advisors and persons who offer to exercise voting rights at the Annual General Meeting on a businesslike basis may also use electronic absentee voting.

Following the duly registration for the Annual General Meeting, votes already cast by electronic absentee vote may be cast and amended using the Investor Portal until the close of voting at the Annual General Meeting on **June 14, 2023**. The exact time at which the possibility of submitting or changing votes via the Investor Portal ends will be determined by the Chair of the meeting. He will timely draw attention to this during the Annual General Meeting.

6. Procedure for voting by proxies appointed by the Company

Shareholders may be represented by proxies of the Company in exercising their voting rights in accordance with their instructions. The timely and duly registration of shares by **June 7, 2023, 24:00 hours** is also required for the authorization of proxies.

The authorization of proxies appointed by the Company and the issuing of instructions must be in text form (Section 126b BGB). Before and during the Annual General Meeting, you can exercise your voting rights by granting power of attorney and issuing instructions to the Company-nominated proxies using the Investor Portal of the Company available at the internet address

<https://ir.deliveryhero.com/agm>.

The authorization via the Investor Portal is possible until the start of the voting procedure on the day of the Annual General Meeting. You can also use the Investor Portal to change or revoke any previously issued proxy and instructions during the Annual General Meeting up to the start of the voting procedure. The exact time at which the option to revoke or amend via the Investor Portal ends will be determined by the Chair of the meeting. The Chair will announce this in due time during the Annual General Meeting.

In any case, please remember to timely register your shares in advance by **June 7, 2023, 24:00 hours**.

Proxies may also be authorized and instructed outside the Investor Portal using the authorization and instruction form sent together with the invitation to the Annual General Meeting. A corresponding authorization and instruction form can also be downloaded from the Company's website at

<https://ir.deliveryhero.com/agm>

or requested from the Registration Office. If you use the proxy and instruction form (instead of the Investor Portal), it must be received by the Registration Office specified below by no later than **June 13, 2023, 24:00 hours** (date of receipt):

Delivery Hero SE

c/o Computershare Operations Center

80249 Munich

Germany

Email: anmeldestelle@computershare.de

The proxies must be given power of attorney as well as explicit and unambiguous instructions for exercising voting rights on each relevant agenda item. In the absence of explicit and unambiguous instructions, the proxies will abstain from voting on the respective voting item. If an individual vote is held on an agenda item, any instruction issued in this respect shall apply to each individual sub-item. The proxies are obliged to vote in accordance with the instructions. Proxies do not accept instructions to speak on behalf of shareholders and request information, to propose motions and nominations, to request the inclusion of questions in the minutes, or to raise objections to resolutions of the Annual General Meeting.

7. Procedure for voting by other proxies

Shareholders may also have their voting rights and other rights exercised at the Annual General Meeting by another proxy, e.g. a bank, a proxy advisor, a person who offers to exercise voting rights at the Annual General Meeting on a businesslike basis vis-à-vis shareholders, or another third party. Authorized third parties may also not physically attend the Annual General Meeting. Authorized third parties may exercise their voting rights exclusively by electronic absentee voting or by issuing a power of attorney and instructions to the proxies of the Company.

If the shareholder authorizes more than one person, the Company may reject one or more of them. In the case of proxy voting, timely registration of the shares is also required.

The granting of the proxy, its revocation, and the proof of authorization vis-à-vis the Company require text form (Section 126b BGB) if neither a bank, an intermediary, a shareholders' association, a voting rights advisor or another person within the meaning of Section 135 para. (8) AktG is authorized. Shareholders may use the proxy form available on the internet at

<https://ir.deliveryhero.com/agm>

use the proxy form provided. The power of attorney may be issued to the proxy or to the Company.

Notwithstanding any other way permitted by law for the transmission of the proxy or the proof of the appointment of a proxy to the Company, the proxy may also be granted electronically via the Investor Portal; in this case, a separate proof of the granting of the proxy is not required.

The revocation of a proxy already granted may also be made via the Investor Portal, notwithstanding any other transmission channel permitted by law.

If the granting or proof of a proxy or its revocation is made by declaration to the Company outside the Investor Portal, such declaration must be received by the above-mentioned Registration Office by **June 13, 2023, 24:00 hours** for organizational reasons. On the day of the Annual General Meeting, proxies can only be issued, amended, or revoked using the Investor Portal until the start of the voting procedure.

Please note that the issuance of a proxy and instructions via the Investor Portal is always considered to have priority and that any other issuance of a proxy and instructions with the same shareholder number is irrelevant, regardless of the time of receipt.

Authorized third parties (except for the proxies appointed by the Company) may not physically attend the Annual General Meeting. They may only exercise voting rights for shareholders they represent by means of electronic absentee voting or by granting (sub)powers of attorney to the proxies nominated by the Company. In this respect, the above information applies accordingly. For the use of the Investor Portal, the proxies will be sent access data following timely registration by the shareholder, which will enable them to exercise their rights by way of electronic communication via the Investor Portal. The authorization should therefore be made as early as possible to enable timely receipt of the access data by the authorized representatives.

In the case of authorization to exercise voting rights in accordance with Section 135 AktG (granting of proxy to banks, voting advisors, shareholders' associations and other intermediaries covered by Section 135 AktG and persons treated as such in accordance with Section 135 AktG), special features must be observed, which must be enquired about with the person to be authorized in each case. According to the law, in these cases the power of attorney must be granted to a specific proxy and must be verifiably recorded by the proxy. The power of attorney must also be complete and may only contain declarations associated with the exercise of voting rights. Therefore, if you wish to grant a power of attorney pursuant to Section 135 AktG, please agree on the form of the power of attorney with the person to be authorized. However, in accordance with Section 135 para. (7) AktG, a breach of the and certain other requirements for the authorization of the persons named in this paragraph set out in Section 135 AktG does not affect the validity of the vote.

8. Further information on the exercise of voting rights

Following the duly registration for the Annual General Meeting, the submission of and changes to the electronic absentee vote or granting of power of attorney and instructions to the proxies appointed by the Company or to other authorized representatives, including a change between these options or revocation, are still possible as follows:

- The submission of electronic absentee votes or changes to votes already cast by electronic absentee vote are only possible via the Investor Portal until the end of the voting procedure at the Annual General Meeting on **June 14, 2023**.
- Revocation and amendment of the granting of power of attorney and instructions to the proxies appointed by the Company or to other authorized representatives may be sent outside the Investor Portal by no later than **June 13, 2023, 24:00 hours** (date of receipt) to the registration office specified below

Delivery Hero SE

c/o Computershare Operations Center

80249 Munich

Germany

or Email: anmeldestelle@computershare.de

- On the day of the Annual General Meeting, revocation, and amendment of granted power of attorney and instructions to the proxies appointed by the Company or to other authorized representatives may only be submitted via the Investor Portal.

The Chair of the meeting shall determine the exact point in time at which the respective option to amend or revoke ends on the day of the Annual General Meeting. He will timely indicate when the possibility of granting, amending or revoking via the Investor Portal ends.

If several declarations are received under the same shareholder number, the following shall apply:

- Electronic absentee voting or the issuance of proxies and instructions to the proxies appointed by the Company via the Investor Portal will be given priority over other means of submittal.
- Absentee votes declared outside the Investor Portal are not permitted.
- If divergent declarations regarding a power of attorney to third parties or a power of attorney or instructions to the proxies appointed by the Company are received via different transmission channels outside the Investor Portal and it is not clear which was submitted last, declarations by email will be given priority.
- If shareholders have authorized a third party (except for the proxies appointed by the Company), they may only exercise their shareholder rights - including the right to vote and speak - themselves if the corresponding authorization has previously been revoked in accordance with the provisions described in this invitation.

IV. SHAREHOLDER RIGHTS

(Motions, election proposals, statements, right to speak, right to information and objection as well as information on the rights of shareholders pursuant to Art. 56 sent. 2 and sent. 3 SE Regulation, Section 50 para. (2) SEAG, Section 122 para. (2), Section 126 paras. (1) and (4), Section 127, Section 130a, Section 131 para. (1), Section 118a para. (1) sent. 2 no. 8 in conjunction with Section 245 AktG)

1. Additions to the agenda pursuant to Art. 56 sent. 2 and 3 SE Regulation, Section 50 para. (2) SEAG, Section 122 para. (2) AktG

Shareholders whose shares aggregately amount to 5% of the share capital or the pro rata amount of EUR 500,000 (this corresponds to 500,000 shares) may demand that items be placed on the agenda and published in accordance with Section 122 para. (2) AktG.

The request must be addressed in writing to the Management Board of the Company and must be received by the Company at least 30 days prior to the Annual General Meeting, i.e., no later than the end of **May 14, 2023, 24:00 hours**.

Please send such requests to the following address:

Delivery Hero SE
- Management Board -
Attn: Julia Schmidtman
Oranienburger Str. 70
10117 Berlin

or in electronic form in accordance with Section 126a BGB via email to:

hauptversammlung@deliveryhero.com

Each new item on the agenda must be accompanied by a justification or a draft resolution.

Additions to the agenda which are to be announced will be published in the Federal Gazette (*Bundesanzeiger*) without delay after receipt of the request. They will also be published on the Company's website at

<https://ir.deliveryhero.com/agm>

and communicated to the shareholders.

2. Countermotions and election proposals pursuant to Sections 126 para. (1), 127 AktG, 130a para. (5) sent. 3, 118a para. (1) sent. 2 no. 3 AktG

Every shareholder has the right to submit countermotions to the proposals of the Management Board and/or Supervisory Board on a specific item on the agenda and proposals for the election of Supervisory Board members or auditors to the address below:

Delivery Hero SE
Attn: Julia Schmidtman
Oranienburger Str. 70

10117 Berlin

or via email to:

hauptversammlung@deliveryhero.com

Countermotions and election proposals addressed otherwise will not be considered.

Countermotions to be made accessible (including any statement of reasons) and election proposals received by the Company at the above address or email address at least 14 days before the Annual General Meeting - i.e. by **May 30, 2023, 24:00 hours** at the latest - will be published, including the name of the shareholder, any statement of reasons to be made accessible and any statement by the Management Board, on the internet at

<https://ir.deliveryhero.com/agm>

without delay.

Pursuant to Section 126 para. (4) AktG, countermotions and election proposals by shareholders to be made available by the Company are deemed to have been made at the time of publication. Shareholders who have duly registered for the Annual General Meeting may exercise their voting rights in respect of these motions. If the shareholder submitting the motion or election proposal is not duly registered for the Annual General Meeting, the countermotion or election proposal does not have to be dealt with at the Annual General Meeting.

Countermotions and election proposals as well as other motions may also be submitted during the Annual General Meeting by means of video communication, i.e., within the scope of the right to speak (see Sec. IV.4).

3. Right to submit statements pursuant to Section 130a para. (1) to (4), para. (6) AktG

Shareholders who have duly registered for the Annual General Meeting or their proxies have the right to submit statements on the agenda items no later than five days before the meeting, not counting the day of receipt and the day of the Annual General Meeting, i.e., by **June 8, 2023, 24:00 hours**.

Submissions must be made in text form in German via the Investor Portal. We request that the volume of comments be kept to a reasonable level to allow shareholders to properly review the comments. An extent of 10,000 characters (including spaces) may not be exceeded.

The Company will make the statements available to the registered shareholders or their proxies via the Investor Portal no later than four days before the meeting, i.e., by **June 9, 2023, 24:00 hours** stating the name of the submitting shareholder. Statements will generally not be made available if they contain more than 10,000 characters (including spaces), are offensive, criminally relevant, obviously false or misleading, or if the shareholder indicates that he or she will not (virtually) attend the Annual General Meeting and will not be represented (Section 130a para. (3) sent. 4 in conjunction with Section 126 para. (2) sent. 1 no. 1, no. 3, or no. 6 AktG).

Motions and election proposals, questions and objections to resolutions of the Annual General Meeting submitted in the context of statements submitted in text form will not be considered at the Annual General Meeting; the submission of motions and election proposals (see Sec. IV.2), the exercise of the right to information (see Sec. IV.5) and the filing of objections to resolutions of the Annual General Meeting (see Sec. IV.6) are only possible via the channels described separately in this invitation. In particular, the opportunity to submit statements does not constitute an opportunity to (pre-)submit questions in accordance with Section 131 para. (1a) AktG. Any questions contained in the statements will therefore not be answered at the virtual Annual General Meeting.

4. Right to speak pursuant to Section 118a para. (1) sent. 2 no. 7, Section 130a para. (5) and (6) AktG

Shareholders or their proxies who are connected electronically to the Annual General Meeting have the right to speak at the meeting by means of video communication. From the start of the Annual General Meeting, shareholders or their proxies can register their speeches in the Investor Portal. Motions and election proposals pursuant to Section 118a para. (1) sent. 2 no. 3 AktG, follow-up questions pursuant to Section 131 para. (1d) AktG and questions pursuant to Section 131 para. (1e) AktG may be part of the speech.

Pursuant to Section 18 para. (3) of the Company's Articles of Association, the Chair of the meeting may impose reasonable time limits on the shareholder's right to ask questions and speak. At the beginning or during the Annual General Meeting, he is in particular entitled to set a reasonable period for the entire course of the Annual General Meeting, for the discussion of the individual agenda items and for the individual questions and speeches. To exercise their right to speak, shareholders or their proxies require an Internet-capable terminal device (PC, laptop, tablet, or smartphone) equipped with a camera and microphone that can be accessed from the browser.

The Company reserves the right to check the functionality of the video communication between shareholder or the proxy and the Company at the meeting and before the speech and to reject the speech if the functionality is not ensured.

5. Right to information pursuant to Section 118a para. (1) sent. 2 no. 4, Section 131 para. (1) AktG

Pursuant to Section 131 para. (1) AktG, the Management Board must provide each shareholder with information on the Company's affairs upon request at the Annual General Meeting, insofar as the information is necessary for the proper assessment of an agenda item and there is no right to refuse to provide information. The duty of the Management Board to provide information also extends to the legal and business relations of the Company with its affiliated companies. Furthermore, the duty to provide information also relates to the situation of the Group and the companies included in the consolidated financial statements.

It is intended that the Chair of the meeting will stipulate that the right to information pursuant to Section 131 para. (1) AktG may be exercised at the Annual General Meeting exclusively by way of video communication, i.e., as part of the exercise of the right to speak (see Sec. IV.4). No other submission of questions by electronic or other means of communication is envisaged either before or during the Annual General Meeting.

Section 131 para. (4) sent. 1 AktG stipulates that if a shareholder has been provided with information outside the Annual General Meeting on account of his or her status as a shareholder, this information must be provided to any other shareholder or his or her proxy at his or her request at the Annual General Meeting, even if it is not necessary for the proper assessment of the agenda item. The virtual Annual General Meeting ensures that shareholders or their proxies who are connected electronically to the Annual General Meeting can submit their requests in accordance with Section 131 para. (4) sent. 1 AktG by means of electronic communication via the Investor Portal during the Annual General Meeting.

Shareholders have the right to ask questions on all answers given by the Management Board at the meeting in accordance with Section 131 para. (1d) AktG.

6. Declaration of objections to resolutions of the Annual General Meeting

Shareholders and their proxies who are connected electronically to the Annual General Meeting have the right to object to resolutions of the Annual General Meeting by means of electronic communication. Objections may be declared via the Investor Portal

throughout the Annual General Meeting until the end of the Annual General Meeting. The proxies of the Company cannot be instructed to declare objections to resolutions of the Annual General Meeting on the record of the notary public certifying the Annual General Meeting.

V. FURTHER EXPLANATIONS

Publications on the website pursuant to Section 124a AktG

This invitation to the Annual General Meeting, the documents and motions of shareholders to be made available and further information are also available on the Company's website at

<https://ir.deliveryhero.com/agm>.

The voting results will also be published there after the Annual General Meeting.

Furthermore, during the Annual General Meeting the list of participants will be available via the Investor Portal prior to the first vote to all shareholders who have duly registered and electronically connected to the Annual General Meeting as well as their representatives.

Voting confirmation

Pursuant to Section 129 para (5) sent. 1 AktG, those voting may request confirmation within one month of the day of the Annual General Meeting as to whether and how their votes were counted. The proof of the vote count (voting confirmation) is available in accordance with the statutory provisions on the Investor Portal and upon request from the Company at hauptversammlung@deliveryhero.com. If the confirmation is issued to an intermediary, the intermediary must send the confirmation to the shareholder without delay in accordance with Section 129 para. (5) sent. 3 AktG.

Notice on data protection

If you register for the Annual General Meeting or grant a proxy, we collect personal data about you and/or your proxy. This is done to enable shareholders to exercise their rights at the Annual General Meeting. As the data controller, Delivery Hero SE processes your data in compliance with the provisions of the EU General Data Protection Regulation (GDPR) and all other applicable laws. Details on the handling of your personal data and your rights under the GDPR can be found on the website of the Annual General Meeting at: <https://ir.deliveryhero.com/agm>.

Berlin, in May 2023

Delivery Hero SE
The Management Board