



## Declaration of Compliance 2020

### **Declaration by the Management Board and the Supervisory Board of Delivery Hero SE regarding the recommendations of the „Government Commission German Corporate Governance Code” pursuant to section 161 AktG**

Management Board and Supervisory Board of Delivery Hero SE declare:

Delivery Hero SE (also the “Company”) has complied since the publication of the last declaration of compliance in December 2019 with the recommendations of the “Government Commission German Corporate Governance Codex” in the version dated February 7, 2017 (the “Code 2017”) respectively in the current version dated December 16, 2019, since its publication in the Federal Gazette on March 20, 2020 (the “Code 2020”), subject to the deviations listed below.

In addition, the Company will continue to comply with the recommendations of the Code 2020 in the future subject to the following deviations:

- Section 3.8 para. 3 of the Code 2017 recommended that the D&O insurance covering the members of a supervisory board shall provide for a deductible in the amount of 10% of the loss up to at least the amount of one and a half times the fixed annual remuneration of the respective member of the supervisory board. Delivery Hero SE’s current D&O insurance for the members of the Supervisory Board does not include a deductible. The Management Board and the Supervisory Board are of the opinion that a deductible for the members of the Supervisory Board does not have any influence on the awareness of responsibility and loyalty of the members of the Supervisory Board with regard to their tasks and functions. Moreover, it would reduce Delivery Hero SE’s possibilities to attract competent and qualified members of the Supervisory Board. Since the recommendation of Section 3.8 para. 3 of the Code 2017 was removed without replacement in the Code 2020, the D&O insurance concluded for the Supervisory Board of the Company does not deviate from the recommendations of the Code 2020.
- Pursuant to Section 4.2.3 para. 2 sentence 6 of the Code 2017, the amount of remuneration for a member of a management board shall be capped with maximum levels, both as regards variable components and in the aggregate. As part of the currently applicable compensation system for the Management Board, the Supervisory Board has adopted a performance-related variable remuneration in the form of a Long-Term Incentive Plan which consists of a compensation in stock options (“LTIP”). The LTIP provides for a limitation of the number of stock options granted to the Management Board members. However, it does not limit the exercise of stock options with regard to the share price, so that the LTIP does not provide a maximum limit for the achievable amount upon the exercise of the option rights. In the opinion of the Supervisory Board, such caps would

not be appropriate, as they would contradict the common alignment of the interests of the Management Board members and the shareholders. The purpose of the LTIP is to ensure an adequate and balanced participation of the Management Board members in the economic risks and chances of Delivery Hero SE. In the opinion of the Supervisory Board, a cap on the exercise of stock options would not be in line with such balanced participation. As no cap on the achievable amount of the variable components of the remuneration exists, also no cap on the remuneration in the aggregate is in place.

- Section 5.1.2 para. 1 sentence 4 of the Code 2017 recommended and Section B.2 of the Code 2020 recommends that the supervisory board together with the management board shall ensure a long-term succession planning and the approach shall be described in the Corporate Governance Statement. With respect to the term of the Management Board service agreements and the age structure of the Management Board members currently in office, as well as the long-standing commitment of Niklas Östberg, as chair of the Management Board and co-founder of the Company, and Emmanuel Thomassin, as Chief Financial Officer of the Company, the Supervisory Board has not yet developed guidelines for the succession planning for both Management Board members. The Supervisory Board will continuously monitor the need for succession planning with regard to the specific needs of the Company and, if necessary, provide for long-term succession planning.
- Section 7.1.2 sentence 3 of the Code 2017 recommended and Section F.2 of the Code 2020 recommends that the consolidated financial statements and the group management report shall be made publicly accessible within 90 days from the end of the financial year, while mandatory interim financial information shall be made publicly accessible within 45 days from the end of the reporting period. The Company publishes its financial reports within the statutory deadlines to avoid additional effort and costs that would be associated with faster publication while maintaining the same high quality of financial reporting. Consequently, Delivery Hero SE hereby declares a deviation from the respective recommendations. However, Delivery Hero SE is constantly seeking to improve its reporting system to comply with these recommendations of the Code 2020 in the future.

The currently valid Management Board compensation system was adopted by the Supervisory Board prior to the publication of the Code 2020. The structure of the compensation system is still partly due to the historical development of the Company from a start-up company to a stock listed SE, so that not all recommendations of the Code 2017 and the Code 2020 have been implemented.

To the extent that the new recommendations of the Code 2020 have not yet been complied with, the Company is not obliged to declare deviations, as the Code 2020 does not require any adjustment of current contracts due to grandfathering of established rights. The Supervisory Board is currently

revising the Management Board compensation system and will align it with the specific needs of the Company as a growth company.

However, in the interest of the greatest possible transparency, Delivery Hero SE discloses these deviations below as a precautionary measure:

- Pursuant to Section G.1 indent 1, half-sentence 2 of the Code 2020, the compensation system of the Management Board shall in particular specify the amount of total remuneration that may not be exceeded (maximum remuneration). Currently, no maximum remuneration has been set for the reasons listed above regarding the deviation from section 4.2.3 para. 2 sentence 6 of the Code 2017.
- Pursuant to Section G.11 sentence 2 of the Code 2020, the Supervisory Board shall be permitted to retain or reclaim variable remuneration of the Management Board, if justified. The current Management Board service agreements do not provide for such a provision since this recommendation did not yet exist in the Code 2017.
- Pursuant to Section G.13 of the Code 2020, any payments made to a Management Board member due to early termination of their Management Board activity shall not exceed twice the annual remuneration (severance cap) and shall not constitute remuneration for more than the remaining term of the employment contract. If post-contractual non-compete clauses apply, the severance payments shall be taken into account in the calculation of any compensation payments. Unlike the Code 2017, the Code 2020 no longer contains a recommendation for the maximum amount of severance payments in the event of premature termination of a Management Board member's contract due to a change of control. The Code 2017 limited such severance payments to 150% of the severance cap. The Company was compliant with this recommendation. As this recommendation has now been removed and the general severance cap also applies to these severance payments, the Company deviates from this recommendation with regard to the compensation agreement of one Management Board member due to the amendment of the respective recommendation in the Code 2020. Not all current Management Board service agreements take severance payments into account within the meaning of Section G.13 sentence 2 of the Code 2020 when calculating compensation payments if a post-contractual non-compete clause applies. However, these service agreements are grandfathered (see above).

Berlin, in December 2020

**Delivery Hero SE**



On behalf of the Supervisory Board

The Management Board

Dr. Martin Enderle

Niklas Östberg

Emmanuel Thomassin