

## Agenda Item 12

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**Resolution on the approval of the domination agreements between Delivery Hero SE on the one hand and Delivery Hero Stores Holding GmbH, DH Financial Services Holding GmbH, Delivery Hero Kitchens Holding GmbH and Delivery Hero Innovations Hub GmbH on the other hand**

### **“DOMINATION AGREEMENT**

between

**Delivery Hero SE**, registered with the commercial register of the Local Court of Charlottenburg under HRB 198015 B,

- hereinafter referred to as **“Delivery Hero”** -

and

**[Subsidiary]**, registered with the commercial register of the Local Court of [...] under HRB [...],

- hereinafter referred to as **“Subsidiary”** -

- Delivery Hero and the Subsidiary are hereinafter also referred to collectively as the **“Parties”**.

### **Preamble**

Delivery Hero is the sole shareholder of the Subsidiary.

Thus, Subsidiary has close economic and financial relations with Delivery Hero. In addition, the following domination agreement (hereinafter referred to as the “**Agreement**”) is being concluded.

## § 1

### Domination

1. Subsidiary submits its control to Delivery Hero in analogy to Sec. 291 para. 1 sentence 1 var. 1 German Stock Corporation Act (Aktiengesetz, AktG) (analogously applicable).
2. Delivery Hero is entitled to give instructions to the managing directors of Subsidiary with respect to the management of Subsidiary. The instruction to maintain this Agreement, or to amend or terminate it, may not be given.
3. To the fullest extent permitted by law, Subsidiary is obliged to follow the instructions of Delivery Hero.
4. Delivery Hero shall be entitled to inspect the books and records of Subsidiary at any time. The management of Subsidiary shall be obliged to provide to Delivery Hero information about all operational and organizational matters of Subsidiary as requested by Delivery Hero.

## § 2

### Loss Compensation

1. Delivery Hero is obliged to compensate any loss of Subsidiary according to Sec. 302 AktG as amended from time to time. The claim for loss compensation arises as of the balance sheet date of Subsidiary and is due at this time.
  
2. During a fiscal year or prior to the approval of the annual financial statements of a fiscal year of Subsidiary, Subsidiary may claim advance payments on the compensation for any net loss which it presumably will have if and to the extent that such advance payments are necessary to maintain Subsidiary's liquidity. Any advance payments by Delivery Hero are to be setoff with the actual amount of the loss compensation claim of Subsidiary. If and to the extent the advance payments of Delivery Hero exceed the actual loss compensation claim of Subsidiary, the remaining excess difference has to be paid back by Subsidiary to Delivery Hero at Subsidiary's respective balance sheet date (Bilanzstichtag). If both Parties mutually agree, the excess difference, which is not paid back on the balance sheet date of Subsidiary, may be converted into an interest-bearing loan.
  
3. If this Agreement terminates during the course of a fiscal year, Delivery Hero is obliged to compensate the losses of Subsidiary incurred up to the date of termination. The (interim) balance sheet as per the date of termination shall be decisive (§ 4 para. 8 below).

### **§ 3**

#### **Compensation and Settlement analog to Sections 304, 305 AktG**

No compensation or settlement pursuant to Sections 304, 305 AktG – applied mutatis mutandis – shall be paid to external shareholders of Subsidiary as there are no external shareholders.

### **§ 4**

**Effectiveness, Duration, Termination  
of the Agreement**

1. This Agreement is subject to the approval of the shareholder meetings of the Parties.
2. The Agreement shall become legally effective with its registration in the commercial register of Subsidiary.
3. This Agreement is entered into for an indefinite period of time.
4. The Agreement may be terminated by either Party with a notice period of three (3) months with effect as of the end of a fiscal year of Subsidiary.
5. The right of termination for good cause shall remain unaffected. Delivery Hero shall be entitled to terminate the agreement for good cause, in particular if any of the following circumstances arises:
  - a. notice or court judgment or there is a risk of such denial due to administrative instructions;
  - b. Delivery Hero does or will no longer hold the majority of the voting rights in Subsidiary or another shareholder is participating in Subsidiary;

The above-mentioned circumstances are just exemplary.

6. Notice of termination must be made in writing.

7. At the time of expiration of the Agreement, Delivery Hero shall provide security to creditors of Subsidiary in accordance with Sec. 303 AktG.
8. An (interim) balance sheet shall be prepared as per the date of any termination.

## **§ 5**

### **Amendments to the Agreement**

Amendments or supplements to this Agreement must be made in writing.

## **§ 6**

### **Applicable Law**

This Agreement is exclusively subject to German law.

## **§ 7**

### **Final Provisions**

1. The provisions of this Agreement shall be construed such that the fiscal unity as intended by the Parties for VAT purposes shall become effective to its full extent. Should one of the provisions contained in this Agreement be or become ineffective, this shall in no way affect the legal effect of the other provisions of the Agreement. The contractual provision concerned shall be considered as replaced by another provision that comes closest to the purpose of the Agreement. The same applies in case of any gaps in the provisions of this Agreement.
2. To the extent that the application of statutory provisions has been agreed upon in this Agreement, such provisions shall apply mutatis mutandis in the relevant version

effective at the time of its application, unless explicitly agreed otherwise in this Agreement.

3. In case of any conflict between the German and the English version of this Agreement, the German version shall prevail.

[Signature page follows]

[Signature lines of the parties]"

[End of the Domination Agreement]