



Delivery Hero

Invitation to the Delivery Hero SE Annual General Meeting

19 June 2024





DELIVERY HERO SE

BERLIN

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CONVOCAION OF THE ANNUAL GENERAL MEETING 2024

On

Wednesday, June 19, 2024, at 10:00 a.m. CEST,

in the premises of

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

the **Annual General Meeting of Delivery Hero SE with registered seat in Berlin**

will take place in the form of a **virtual Annual General Meeting without the physical presence of
shareholders or their proxies** at the venue of the Annual General Meeting.

We cordially invite our shareholders* to attend.

*If gender-specific spelling is omitted in this invitation, this is solely for the purpose of better readability. All personal designations and terms are to be understood as gender-neutral in the sense of equal treatment.

Duly registered shareholders and their proxies can access the virtual Annual General Meeting by means of electronic communication via the Internet service ("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>.

Further information on the audio and video transmission of the Annual General Meeting can be found in the section "Additional information and notes", which is printed after the agenda.

Voting rights are exercised - even if third parties are authorized - exclusively by means of electronic communication via electronic postal voting or by granting power of attorney and issuing instructions to the proxies appointed by the Company.

The venue of the Annual General Meeting within the meaning of the German Stock Corporation Act are the premises of Grünebaum Gesellschaft für Event-Logistik mbH „The Burrow“, Karl-Heinrich-Ulrichs-Straße 22/24 / Lützowplatz 15, 10785 Berlin. Shareholders and their proxies (with the exception of the proxies appointed by the Company) have no right or opportunity to be present at the venue of the meeting.

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I. AGENDA

1. Presentation of the adopted annual financial statements and the approved consolidated financial statements for the financial year 2023 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 as well as the explanatory reports on the disclosures pursuant to Sections 289a (1), 315a (1) HGB*

The Supervisory Board has approved the annual financial statements and consolidated financial statements prepared by the Management Board. The annual financial statements are thus adopted in accordance with Section 172 German Stock Corporation Act (“AktG”). No resolution of the Annual General Meeting is required for this agenda item 1. The documents relating to agenda item 1 are available on the Company's website available at

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

**The provisions applicable to stock corporations domiciled in Germany, in particular the German Commercial Code (HGB) and the German Stock Corporation Act (AktG), apply to the Company on the basis of the reference provisions of Art. 5, Art. 9 (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 provided for in more specific provisions of the SE Regulation.*

2. Discharge of the Management Board for the financial year 2023

The Management Board and Supervisory Board propose to grant discharge to members of the Company's Management Board who were in office in the 2023 financial year in respect of this period.

3. Discharge of the Supervisory Board for the financial year 2023

The Management Board and Supervisory Board propose to grant discharge to the members of the Company's Supervisory Board who were in office in the 2023 financial year 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 Engarås
- 3.6 Dimitrios Tsaousis

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

4. Election and appointment of Supervisory Board members and appointment of substitute members

The term of office of all current members of the Supervisory Board of Delivery Hero SE will end upon the conclusion of the Annual General Meeting to be held on June 19, 2024.

The Supervisory Board of Delivery Hero SE in total consists of six members which are elected or appointed by the Annual General Meeting in accordance with Art. 40 (2), (3) SE Regulation, Section 17 (1) SE Implementation Act ("SEAG"), Section 10 (1) of the Company's Articles of Association and Section 21 (3) no. 1 SE Employee Involvement Act ("SEBG") in conjunction with Section 21 (2) of the Agreement on the Involvement of Employees in Delivery Hero SE dated April 16, 2018 ("Employee Involvement Agreement").

The current members of the Supervisory Board representing the shareholders are Dr. Martin Enderle, Jeanette L. Gorgas and Roger Rabalais. Patrick Kolek, who was previously a member of the Supervisory Board in the 2024 financial year, resigned from office effective April 30, 2024. Roger Rabalais was appointed by order of the Local Court dated April 2024 to replace Patrick Kolek as a member of the Supervisory Board until the end of this Annual General Meeting. The current Supervisory Board members representing the employees are Gabriella Ardbo Engarås, Dimitrios Tsaousis and Nils Engvall.

The terms of office of all of the aforementioned members of the Supervisory Board end upon the conclusion of the Annual General Meeting of Delivery Hero SE to be held on June 19, 2024. Therefore, a new election or reappointment of a total of six members of the Supervisory Board is required, three of them as shareholder representatives and three as employee representatives.

In accordance with Section 21 (1) of the Employee Involvement Agreement, half of all members of the Supervisory Board are employee representatives who are appointed at the suggestion of the employees.

The three shareholder representatives are elected by the Annual General Meeting in accordance with Section 10 para. 2 of the Articles of Association without being bound by election proposals. The three employee representatives are elected by the SE Works Council of the Company (SE Works Council) in accordance with Section 10 (2) of the Articles of Association in conjunction with Section 23 (1) of the Employee Involvement Agreement together with their substitute members and proposed to the Annual General Meeting of Delivery Hero SE for appointment. The Annual General Meeting is bound by these proposals pursuant to Section 36. (4) SEBG in conjunction with Section 23 (1) of the Employee Involvement Agreement.

(1) Election of shareholder representatives

Based on the recommendation of its Nomination Committee, the Supervisory Board proposes that the following persons be elected to the Supervisory Board of Delivery Hero SE as shareholder representatives for a period from the end of the Annual General Meeting on June 19, 2024 until the end of the Annual General Meeting that resolves on the discharge for the financial year 2027:

4.1 Kristin Skogen Lund, profession: Chief Executive Officer (CEO) at Schibsted ASA, Oslo, Norway, resident in Oslo, Norway;

4.2 Roger Rabalais, profession: Operating Partner Food & B2C at Prosus, Amsterdam, Netherlands, resident in Amsterdam, Netherlands;

Based on the recommendation of its Nomination Committee, the Supervisory Board proposes that the following person be elected to the Supervisory Board of Delivery Hero SE as shareholder representative for a period from the end of the Annual General Meeting on June 19, 2024 until the end of the Annual General Meeting that resolves on the discharge for the financial year 2025:

4.3 Dr. Martin Enderle, profession: Consultant, Managing Director of digi.me GmbH and Chaconne GmbH, resident in Munich, Germany.

When electing the shareholder representatives, the Annual General Meeting is not bound by the election proposals listed in this section (1).

The election proposals take into account the objectives resolved by the Supervisory Board for its composition in accordance with Section C.1 of the German Corporate Governance Code (in the version dated April 28, 2022, hereinafter referred to as the German Corporate Governance Code, GCGC) and aim to fulfill the profile of skills and expertise developed by the Supervisory Board for plenum. The objectives resolved by the Supervisory Board for its composition, the profile of skills and expertise and the status of implementation in the form of a qualification matrix are described in the corporate governance statement for the 2023 financial year.

This is available on the Company's website at

<https://ir.deliveryhero.com/financial-reports-and-presentations/>.

Dr. Martin Enderle, Chair of the Supervisory Board since May 2017, has agreed to step down as Chair upon the conclusion of the 2024 Annual General Meeting. Kristin Skogen Lund is to take over as Chair of the Supervisory Board following her election.

(2) Appointment of employee representatives

In accordance with Section 21 para. 3 SEBG in conjunction with Section 23 para. 1 of the Employee Involvement Agreement, the employees submit the following proposals for the employee representatives and their substitute members to be appointed by the Annual General Meeting:

The following persons are appointed as employee representatives to the Supervisory Board of Delivery Hero SE at the proposal of the employees for a period from the end of the Annual General Meeting on June 19, 2024 until the end of the Annual General Meeting that resolves on the discharge for the financial year 2027:

- 4.4 Gabriella Ardbo Engarås, profession: Sales and Account Management Director and Member of the Management Team at foodora AB, resident in Stockholm, Sweden;**
- 4.5 Nils Engvall, profession: Interim Head Key Account Management at foodora AB, resident in Uppsala, Sweden;**
- 4.6 Isabel Poscherstnikov, profession: Senior Manager Group Accounting at Delivery Hero SE, resident in Berlin, Germany.**

At the proposal of the employees, the following persons are appointed as substitute members for a period from the end of the Annual General Meeting on June 19, 2024 until the end of the Annual General Meeting that resolves on the discharge for the 2027 financial year:

- 4.7 Camilla Wik, profession: Head of Business Controlling at foodora AB, residing in Stockholm, Sweden as substitute member for Gabriella Ardbo Engarås;**
- 4.8 Jonathan Hegbrant, profession: Finance Director at foodora AB, resident in Stockholm, Sweden as substitute member for Nils Engvall;**
- 4.9 Sachka Stefanova-Behlert, profession: Global Head of Employment Law at Delivery Hero SE, resident in Berlin, Germany as substitute member for Isabel Poscherstnikov.**

The aforementioned substitute members shall become members of the Supervisory Board if the employee member of the Supervisory Board for whom they were appointed as a substitute member resigns before the end of the regular term of office and the SE

Works Council has not elected a successor before this resignation and this successor has been appointed by the Annual General Meeting at the proposal of the employees. The term of office of the substitute members appointed to the Supervisory Board ends at the end of the Annual General Meeting in which a re-election is held for the Supervisory Board member who left prematurely and a successor elected by the SE Works Council for the Supervisory Board member replaced is appointed by the Annual General Meeting at the proposal of the employees, but at the latest at the time at which the regular term of office of the Supervisory Board member replaced would have expired.

Pursuant to Section 36 para. 4 SEBG in conjunction with Section 23 para. 1 of the Employee Involvement Agreement, the Annual General Meeting is bound by the proposals for the appointment of employee representatives.

It is intended to have the Annual General Meeting decide on the new elections and new appointments to the Supervisory Board by way of an individual vote.

Kristin Skogen Lund, Roger Rabalais, Dr. Martin Enderle and Isabel Poscherstnikov have expertise within the meaning of Section 100 para. (5) AktG in the field of accounting; Kristin Skogen Lund, Roger Rabalais and Dr. Martin Enderle have expertise in the area of auditing.

Further information and additional details on the Supervisory Board candidates, including information on memberships in other statutory supervisory boards and comparable domestic and foreign supervisory bodies as well as the candidates' curricula vitae, are attached as an annex to this agenda item 4 and printed after the agenda in Section II. The information is also available at the Company's website at

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

5. Resolution on the appointment of the auditor of the annual financial statements and the auditor of the consolidated financial statements as well as the auditor for the possible review of interim financial reports and other interim financial information of the Company and on the appointment of the auditor of the sustainability report for the 2024 financial year in accordance with the law implementing Directive (EU) 2022/2464 of the European Parliament and of the Council of December 14, 2022

5.1 Based on the recommendation of its Audit Committee, the Supervisory Board proposes to adopt the following resolution:

KPMG AG Wirtschaftsprüfungsgesellschaft, Berlin, is appointed as auditor and group auditor for the 2024 financial year and as auditor for the review, if applicable, of interim financial reports and other interim financial information within the meaning of Section 115 (7) of the German Securities Trading Act (WpHG), which are prepared prior to the Annual General Meeting in 2025 and insofar 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 restricting the selection options within the meaning of Article 16 (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).

5.2 According to Directive (EU) 2022/2464 of the European Parliament and of the Council of December 14, 2022 amending Regulation (EU) No. 537/2014 and Directives 2004/109/EC, 2006/43/EC and 2013/34/EU with regard to corporate sustainability reporting (Corporate Sustainability Reporting Directive, "CSRD Directive"), which came into force on January 5, 2023, large capital market-oriented companies with more than 500 employees must add a (group) sustainability report to their (group) management report for financial years beginning after December 31, 2023, which must be audited externally by the auditor or - at the option of the respective member state - another (statutory) auditor or an independent provider of assurance services. This means that companies like Delivery Hero SE, which are already subject to non-financial reporting within the meaning of Section 289b (1) and Section 315b (1) HGB must prepare a sustainability report for the Company and the group for the first time for the 2024 financial year and have it externally audited.

The EU member states must transpose the CSRD Directive into national law by July 6, 2024. It can therefore be assumed that the German legislator will pass a law to transpose the CSRD into German law ("CSRD Transposition Act") and that the CSRD Transposition Act will come into force by the end of the transposition period. In order to avoid a further Annual General Meeting of the Company in 2024 to elect an auditor for the sustainability report for the 2024 financial year, it is proposed that an auditor for the sustainability report be appointed at this Annual General Meeting. However, the resolution should only be implemented if the CSRD Transposition Act provides for the corresponding appointment of the auditor of the sustainability report by the Annual General Meeting. Therefore, as a precautionary measure, in the event that the German legislator, in implementing Art. 37 of the Statutory Audit Directive 2006/43/EC in the version of the CSRD Directive, should require an explicit election of this auditor by the Annual General Meeting, the election as auditor of the sustainability report should take place.

The Supervisory Board therefore proposes, based on the recommendation of its Audit Committee, that KPMG AG Wirtschaftsprüfungsgesellschaft, Berlin, be appointed as the auditor of the sustainability report for the 2024 financial year. The appointment will take effect from the date on which the CSRD Transposition Act comes into force and is subject to the condition precedent that, in accordance with the CSRD Transposition Act, a sustainability report to be prepared for the 2024 financial year must be audited externally by an auditor to be appointed by the Annual General Meeting.

The Audit Committee has declared - in analogous application of the provisions on the selection of the auditor and group auditor - that its recommendation is free from undue influence by third parties in accordance with Article 16 (2) subparagraph 3 of EU Regulation No. 537/2014 and that no clause of the kind referred to in Article 16 (6) of the Regulation has been imposed on it.

6. Resolution on the approval of the compensation report for the financial year 2023

In accordance with Section 162 AktG, the Management Board and Supervisory Board of listed companies must prepare a clear and comprehensible report 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 in accordance with Section 120a (4) AktG.

The compensation report prepared by the Management Board and Supervisory Board for the 2023 financial year was audited by the auditor of Delivery Hero SE, KPMG AG Wirtschaftsprüfungsgesellschaft, Berlin, in accordance with Section 162 (3) AktG, to determine whether the legally required disclosures pursuant to Section 162 (1) and (2) AktG were made.

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

The Management Board and Supervisory Board propose the approval of the compensation report of Delivery Hero SE for the financial year 2023 which is printed at the end of the agenda under Section II. as an annex to this agenda item 6.

The compensation report for the 2023 financial year is printed at the end of the agenda under Section II. as an annex to this agenda item 6 and is also available from the time of convening at the Company's website at

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

It will also remain available during the Annual General Meeting.

7. Resolution on the creation of Authorized Capital 2024/I (employee participation) with the option to exclude shareholders' subscription rights and the corresponding amendment to Section 4 of the Articles of Association

The Company intends to create an authorization to issue shares of Delivery Hero SE to employees of Delivery Hero SE, members of the management bodies and employees of companies affiliated with the Company ("Employees") with the possibility of excluding subscription rights as part of a new Authorized Capital 2024/I. This provides the Company with the opportunity to offer employee shares to this group of people as part of an incentive program. The participation of Employees as part of an incentive program is in the well-understood interests 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. The share issue enables the Company to set long-term incentives in line with the corporate strategy, taking into account not only positive but also negative developments. It is therefore an instrument that can be used in the

interests of the Company and shareholders to achieve greater economic responsibility on the part of Employees while preserving equity. The authorization also takes into account the fact that the Company is in competition for qualified Employees. The Company must face up to this competition in order to sustainably promote and strengthen its own development.

Against this background, an Authorized Capital 2024/I in the amount of EUR 12,570,944.00 is to be created in a new Section 4 para. (23) of the Articles of Association for the purpose of Employee participation. At the same time, the Authorized Capital 2021 created by the Annual General Meeting of the Company on June 16, 2021 under agenda item 9 in accordance with Section 4 para. (15) of the Articles of Association is to be cancelled in full. At the time, the Authorized Capital 2021 was also created for the purpose of employee participation and authorized the Management Board to issue shares to employees, members of the management bodies and employees of companies affiliated with the Company. With the cancellation of the Authorized Capital 2021 and the creation of the new Authorized Capital 2024/I, the Company intends to simplify the clarity and handling of the existing authorized capital.

In addition, for the purpose of incentivizing the Management Board, a further Authorized Capital 2024/II in the amount of EUR 800,000.00 is to be created under the following agenda item 8 with an authorization to issue shares exclusively to members of the Management Board of the Company and the authorization to exclude subscription rights. The rationale for this is the new compensation system for the members of the Management Board of Delivery Hero SE, which was resolved by the Company's Annual General Meeting on June 14, 2023. This new compensation system provides for the issue of virtual shares to the members of the Management Board as part of a virtual stock option program, which can be settled either in cash or shares in the Company at the discretion of the Company's Supervisory Board. The creation of Authorized Capital 2024/II is therefore necessary for the implementation and execution of the new compensation system for the members of the Management Board resolved by the Annual General Meeting.

In order to keep the dilution for shareholders of the Company as low as possible, in addition to the new creation of the Authorized Capital 2024/I, the Conditional Capital 2017/II in Section 4 para. (10) of the Articles of Association, the Conditional Capital 2019/II in Section 4 para. (11) of the Articles of Association and the Conditional Capital 2021/II in Section 4 para. (16) of the Articles of Association are to be partially cancelled in the amount of (total) EUR 5.5 million. Those conditional

capitalia originally served to service the Company's 2017, 2019 and 2020 stock option programs, under which stock options were issued to employees and members of the Management Board for the purpose of long-term employee incentives. To the extent of the planned (partial) cancellation of this conditional capital, no more shares from the conditional capital are required to service subscription rights under the Company's respective stock option programs. The Company therefore considers it expedient to partially cancel the conditional capital.

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

a) Creation of new Authorized Capital 2024/I

The Management Board is authorized, with the approval of the Supervisory Board, to increase the share capital in the period until June 18, 2029 by up to a total of EUR 12,570,944.00 (in words: Euro twelve million five hundred seventy thousand nine hundred forty four) by issuing up to 12,570,944 new no-par value registered shares against cash and/or non-cash contributions on one or more occasions (Authorized Capital 2024/I).

Shareholders must generally be granted subscription rights. The shares may also be acquired by one or more credit institution(s) or companies within the meaning of Section 186 para. (5) sentence 1 AktG with the obligation to offer them to the Company's shareholders 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 2024/I in the following case:

- to grant shares to employees of Delivery Hero SE as well as to 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 whose direct sole beneficial and legal owner is the aforementioned persons, also against 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 the implementation of capital increases from authorized capital and the issue of shares. The profit entitlement of the new shares may also be structured in deviation from Section 60 para. (2) AktG; in particular, the new shares may also carry profit

entitlement from the beginning of the financial year preceding their issue if, at the time the new shares are issued, the Annual General Meeting has not yet passed 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 utilization of the Authorized Capital 2024/I or expiry of the period for utilization of the Authorized Capital 2024/I.

b) Amendment to the Articles of Association to add a new Section 4 para. (23) to the Articles of Association

In Section 4 of the Articles of Association, Section 4 para. (23) is inserted as follows:

"(23) The Management Board is authorized, with the approval of the Supervisory Board, to increase the share capital in the period up to June 18, 2029 by up to a total of EUR 12,570,944.00 (in words: Euro twelve million five hundred seventy thousand nine hundred forty four) by issuing up to 12,570,944 new no-par value registered shares against cash and/or non-cash contributions on one or more occasions (Authorized Capital 2024/I).

Shareholders must generally be granted subscription rights. The shares may also be acquired by one or more banks or companies within the meaning of Section 186 (5) sentence 1 AktG with the obligation to offer them to the Company's shareholders 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 2024/I in the following case:

- *to grant shares to employees of Delivery Hero SE as well as to 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 whose direct sole beneficial and legal owner is one of the aforementioned persons, also against 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 the implementation of capital increases from authorized capital and the issue of shares. The profit entitlement of the new shares may also be structured in deviation from Section 60 para. (2) AktG; in particular, the new shares may also carry profit entitlement from the beginning of the financial year preceding their issue if, at the time the new shares are issued, the Annual General Meeting has not yet passed 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 utilization of the Authorized Capital 2024/I or expiry of the period for utilization of the Authorized Capital 2024/I."

The report of the Management Board on the authorizations of the Management Board to exclude subscription rights in accordance with Section 203 para. (2) sentence 2 in conjunction with Section 186 para. (4) sentence 2 AktG mentioned under agenda items 7 and 8 is printed after this agenda under Section II. as an annex to this agenda item.

8. Resolution on the creation of an Authorized Capital 2024/II (participation program for members of the Management Board) with the possibility of excluding shareholders' subscription rights and the corresponding amendment to Section 4 of the Articles of Association

The Company intends to create an authorization to issue shares in Delivery Hero SE to members of the Management Board of Delivery Hero SE with the possibility of excluding subscription rights as part of a new Authorized Capital 2024/II. The participation of the Management Board as part of an incentive program, like the participation of employees, is in the well-understood interests of the Company. The issue of shares makes it possible to set long-term incentives in line with the corporate strategy in a way that protects equity and takes into account not only positive but also negative developments.

Against this background, Authorized Capital 2024/II in the amount of EUR 800,000.00 is to be created to implement the compensation system for the members of the Management Board of Delivery Hero SE and for the purpose of the participation of the Management Board in a new Section 4 para. (24) of the Articles of Association. The Annual General Meeting of the Company

on June 14, 2023 passed a resolution on a new compensation system for the members of the Management Board, which provides for the issue of virtual shares as part of a virtual stock option program. The new compensation system is currently being applied to the new Management Board service contracts with the Company's current Management Board members from January 1, 2024.

In addition to non-performance-related compensation, this compensation system also provides for long-term performance-related (variable) compensation in the form of a (virtual) performance share plan and short-term performance-related (variable) compensation in the form of a (virtual) restricted stock unit plan for the members of the Management Board. The virtual performance shares and virtual restricted stock units to be granted to the Management Board members under both programs carry the right to receive a certain number of shares in the Company or a compensatory payment in cash after expiry of the respective contractual waiting period and fulfilment of certain conditions in accordance with the performance and target achievement as decided by the Company's Supervisory Board. However, they do not constitute subscription rights to Delivery Hero SE shares (stock options) within the meaning of the German Stock Corporation Act (AktG). In order to be able to service the Performance Shares and Restricted Stock Units with Delivery Hero SE shares upon maturity if required for the purpose of the participation of the Management Board, Authorized Capital 2024/II is to be created under agenda item 8 of this Annual General Meeting.

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

a) Creation of new Authorized Capital 2024/II

The Management Board is authorized, with the approval of the Supervisory Board, to increase the share capital in the period up to June 18, 2029 by up to a total of EUR 800,000.00 (in words: Euro eight hundred thousand) by issuing up to 800,000 new no-par value registered shares against cash and/or non-cash contributions on one or more occasions (Authorized Capital 2024/II).

Shareholders must generally be granted subscription rights. The shares may also be acquired by one or more credit institution(s) or companies within the meaning of Section 186 para. (5) sentence 1 AktG with the obligation to offer them to the Company's shareholders 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 2024/II in the following case:

- to grant shares to members of the Management Board of Delivery Hero SE or to companies whose direct sole economic and legal owner is one of the aforementioned persons, also against 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 the implementation of capital increases from authorized capital and the issue of shares. The profit entitlement of the new shares may also be structured differently from Section 60 para. (2) AktG; in particular, the new shares may also be granted with profit entitlement from the beginning of the financial year preceding their issue if, at the time the new shares are issued, the Annual General Meeting has not yet passed 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 utilization of the Authorized Capital 2024/II or expiry of the period for utilization of the Authorized Capital 2024/II.

b) Amendment to the Articles of Association to insert a new Section 4 (24) in the Articles of Association

In Section 4 of the Articles of Association, Section 4 para. (24) is inserted as follows:

"(24) The Management Board is authorized, with the approval of the Supervisory Board, to increase the share capital in the period up to June 18, 2029 by up to a total of EUR 800,000.00 (in words: Euro eight hundred thousand) by issuing up to 800,000 new no-par value registered shares against cash and/or non-cash contributions on one or more occasions (Authorized Capital 2024/II).

Shareholders must generally be granted subscription rights. The shares may also be acquired by one or more banks or companies within the meaning of Section 186 (5) sentence 1 AktG with the obligation to offer them to the Company's shareholders 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 2024/II in the following case:

- *to grant shares to members of the Management Board of Delivery Hero SE or to companies whose direct sole economic and legal owner is the aforementioned persons, also against 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 the implementation of capital increases from authorized capital and the issue of shares. The profit entitlement of the new shares may also be structured in deviation from Section 60 para. (2) AktG; in particular, the new shares may also carry profit entitlement from the beginning of the financial year preceding their issue if, at the time the new shares are issued, the Annual General Meeting has not yet passed 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 utilization of the Authorized Capital 2024/II or expiry of the period for utilization of the Authorized Capital 2024/II."

The report of the Management Board on the authorizations of the Management Board to exclude subscription rights in accordance with Section 203 para. (2) sentence 2 in conjunction with Section 186 para. (4) sentence 2 AktG mentioned under agenda items 7 and 8 is printed after this agenda under Section II. as an annex to this agenda item.

9. Resolution on the amendment of the resolution under agenda item 10 of the Annual General Meeting on June 16, 2021 and on the partial cancellation of Conditional Capital 2017/II, Conditional Capital 2019/II and Conditional Capital 2021/II and the cancellation of Authorized Capital 2021 as well as the corresponding amendments to the Articles of Association in Section 4 of the Articles of Association

The Annual General Meetings of the Company on June 13, 2017, June 12, 2019 and June 16, 2021 each passed resolutions authorizing the granting of 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 employees of affiliated companies for the introduction of the 2017 stock option program, the 2019 stock option program and the 2021 stock option program. To service the subscription rights for shares in Delivery Hero SE to be issued under these authorizations, the Conditional Capital 2017/II was created in Section 4 para. (10) of the Articles of Association, the Conditional Capital 2019/II in Section 4 para. (11) of the Articles of Association, and Conditional Capital 2021/II in Section 4 para. (16) of the Articles of Association. Currently, Conditional Capital 2017/II still exists in the amount of EUR 3,485,000.00, the Conditional Capital 2019/II in the amount of EUR 3,000,000.00 and the Conditional Capital 2021/II in the amount of EUR 5,020,000.00.

The authorizations granted by the Annual General Meeting on June 13, 2017 (2017 stock option program) and the Annual General Meeting on June 12, 2019 (2019 stock option program) expired on June 30, 2020 and June 30, 2022 respectively, meaning that it is no longer possible to issue further stock options to any beneficiaries under these authorizations. The authorization of the Annual General Meeting on June 16, 2021 (2021 stock option program) still has a term until June 15, 2026. However, the Company no longer intends to make further use of this authorization, so it is already clear that the stock option program will no longer be fully utilized.

In total, only around 5.3 million stock options are currently outstanding under the aforementioned stock option programs.

The total volume of the aforementioned remaining conditional capital of around 11.5 million therefore exceeds the actual requirement for new shares to service the stock options (subscription rights) already issued or still to be issued under the aforementioned stock option programs. Against this background, the conditional capital is therefore to be partially canceled and reduced.

Furthermore, against the background of the creation of the new Authorized Capital 2024/I, the Authorized Capital 2021 created by the Annual General Meeting of the Company on June 16, 2021 under agenda item 9 in accordance with Section 4 (15) of the Articles of Association is also to be canceled in full.

With the amendments and partial cancellations proposed under this agenda item, the Company intends in particular to increase clarity and simplify the handling of existing authorized and conditional capital and to provide shareholders with further protection against excessive dilution.

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

a) Amendment of the resolution under agenda item 10 lit. a) number (1) (beneficiaries and distribution) of the Annual General Meeting on June 16, 2021

With effect from the entry in the commercial register of the Authorized Capital 2024/I resolved under agenda item 7 in Section 4 para. (23) of the Articles of Association, the resolution under agenda item 10 lit. a) number (1) (beneficiaries and allocation) of the Annual General Meeting of June 16, 2021, amended by a further resolution under agenda item 18 of the Annual General Meeting of June 14, 2023, is amended in lit. a) number (1) (beneficiaries and allocation) and reworded as follows:

"(1) Beneficiaries and allocation

The group of beneficiaries comprises the members of the Company's Management Board (Group 1) as well as the members of the management of affiliated companies in Germany and abroad, selected executives and employees of the Company in Germany and abroad and selected executives and employees of affiliated companies in Germany and abroad (Group 2). The total volume of subscription rights is divided between the two groups of beneficiaries as follows:

- The beneficiaries of Group 1 together receive a maximum of 1,400,000 stock options and the resulting subscription rights;*
- the beneficiaries of Group 2 together receive a maximum of 620,000 stock options and the resulting subscription rights.*

If the beneficiaries belong to several groups, they receive stock options solely on the basis of their membership of a group. Group membership is determined by the Company's Management Board and, if members of the Company's Management Board are affected, by the Company's Supervisory Board. The beneficiaries within the individual groups and the number of stock options to be granted to each of them may vary over the term of the

2021 stock option program and are determined by the Company's Management Board and, insofar as members of the Company's Management Board are affected, by the Company's Supervisory Board."

Otherwise, the resolution remains unchanged.

b) Partial cancellation of Conditional Capital 2021/II in Section 4 para. (16) of the Articles of Association

With effect from the entry in the commercial register of the Authorized Capital 2024/I resolved under agenda item 7 in Section 4 para. (23) of the Articles of Association, the Conditional Capital 2021/II pursuant to Section 4 para. (16) of the Articles of Association in the current amount of EUR 5,020,000.00 is partially canceled in the amount of EUR 3,000,000.00 and reduced to EUR 2,020,000.00 (in words: two million twenty thousand euros) (Conditional Capital 2021/II).

The Company's share capital is conditionally increased by up to EUR 2,020,000.00 (in words: two million twenty thousand euros) by issuing up to 2,020,000 new no-par value registered shares in the Company with a fractional amount of the registered share capital of EUR 1.00 per share (Conditional Capital 2021/II). The Conditional Capital 2021/II serves exclusively to secure subscription rights from stock options that were issued by the Company in the context of the authorization of the Annual General Meeting on June 16, 2021 under agenda item 10, amended by a further resolution under agenda item 18 of the Annual General Meeting on June 14, 2023 and resolution under agenda item 10 of the Annual General Meeting on June 19, 2024, to members of the Company's Management Board, members of the management of affiliated companies and selected managers and employees of the Company and affiliated companies in Germany and abroad as part of the 2021 stock option program in the period from the registration of Conditional Capital 2021/II until June 15, 2026. The conditional capital increase will only be carried out to the extent that stock options are issued and the holders of these stock options exercise their subscription rights to shares in the Company. The shares from Conditional Capital 2021/II will be issued at the exercise price determined in accordance with lit. a) (7) of the authorization.

The new shares will participate in profits from the beginning of the financial year for which no resolution on the appropriation of net profit has been passed by the Annual General Meeting at the time the subscription right is exercised.

The Management Board or, if members of the Company's Management Board are affected, the Supervisory Board is authorized to determine the further details of the conditional capital increase and its implementation. The Supervisory Board is authorized to amend the Articles of Association in accordance with the respective utilization of the Conditional Capital 2021/II and after the expiry of all option and conversion periods.

c) Amendment of Section 4 para. (16) of the Articles of Association

With effect from the entry in the commercial register of the Authorized Capital 2024/I resolved under agenda item 7 in Section 4 para. (23) of the Articles of Association, Section 4 para. (16) of the Articles of Association is amended and reworded as follows:

"(16) The Company's share capital is conditionally increased by up to EUR 2,020,000.00 (in words: two million twenty thousand euros) by issuing up to 2,020,000 new no-par value registered shares in the Company with a fractional amount of the registered share capital of EUR 1.00 per share (Conditional Capital 2021/II). The Conditional Capital 2021/II serves exclusively to secure subscription rights from stock options issued by the Company in under the authorization of the Annual General Meeting of June 16, 2021 under agenda item 10, amended by a further resolution under agenda item 18 of the Annual General Meeting on June 14, 2023 and resolution under agenda item 10 of the Annual General Meeting on June 19, 2024 to members of the Company's Management Board, members of the management of affiliated companies and selected managers and employees of the Company and affiliated companies in Germany and abroad as part of the 2021 stock option program in the period from the registration of Conditional Capital 2021/II until June 15, 2026. The conditional capital increase will only be carried out to the extent that stock options are issued and the holders of these stock options exercise their subscription rights to shares in the Company. The shares from Conditional Capital 2021/II will be issued at the exercise price determined in accordance with a) (7) of the authorization.

The new shares will participate in profits from the beginning of the financial year for which no resolution on the appropriation of net profit has been passed by the Annual General Meeting at the time the subscription right is exercised.

The Management Board or, if members of the Company's Management Board are affected, the Supervisory Board is authorized to determine the further details of the conditional capital increase and its implementation. The Supervisory Board is authorized to amend the Articles of Association in accordance with the respective utilization of the Conditional Capital 2021/II and after the expiry of all option and conversion periods."

d) Partial cancellation of Conditional Capital 2017/II in Section 4 para. (10) of the Articles of Association

With effect from the entry in the commercial register of the Authorized Capital 2024/I resolved under agenda item 7 in Section 4 para. (23) of the Articles of Association, the Conditional Capital 2017/II pursuant to Section 4 para. (10) of the Articles of Association in the current amount of EUR 3,485,000.00 is partially canceled in the amount of EUR 1,300,000.00 and reduced to EUR 2,185,000 (in words: two million one hundred and eighty-five thousand euros) (Conditional Capital 2017/II).

The Company's share capital is conditionally increased by up to EUR 2,185,000.00 (in words: two million four hundred and eighty-five thousand euros) by issuing up to 2,185,000 new no-par value registered shares in the Company with a fractional amount of the registered share capital of EUR 1.00 per share (Conditional Capital 2017/II). Conditional Capital 2017/II serves exclusively to secure subscription rights from stock options issued by the Company as part of the 2017 stock option program in the period from the registration of Conditional Capital 2017/II on June 14, 2017 until June 30, 2020 to members of the Company's Management Board, members of the management of affiliated companies and selected managers and employees of the Company and affiliated companies in Germany and abroad on the basis of the authorizing resolution of the Annual General Meeting on June 13, 2017 under agenda item 4, amended by the resolution of the Annual General Meeting on June 12, 2019 under agenda item 12. The conditional capital increase will only be carried out to the extent that stock options are issued and the holders of these stock options exercise their subscription rights to shares in the Company. The shares from Contingent Capital 2017/II will be issued at the exercise price determined in accordance with lit. a) (7) of the authorization.

The new shares will participate in profits from the beginning of the financial year for which no resolution on the appropriation of net profit has been passed by the Annual General Meeting at the time the subscription right is exercised.

The Management Board or, if members of the Company's Management Board are affected, the Supervisory Board is authorized to determine the further details of the conditional capital increase and its implementation.

e) Amendment of Section 4 para. (10) of the Articles of Association

With effect from the entry in the commercial register of the Authorized Capital 2024/I resolved under agenda item 7 in Section 4 para. (23) of the Articles of Association, Section 4 para. (10) of the Articles of Association is amended and reworded as follows:

"(10) The Company's share capital is conditionally increased by up to EUR 2,185,000.00 (in words: two million one hundred and eighty-five thousand euros) by issuing up to 2,185,000 new no-par value registered shares in the Company with a fractional amount of the registered share capital of EUR 1.00 per share (Conditional Capital 2017/II). Conditional Capital 2017/II serves exclusively to secure subscription rights from stock options issued by the Company as part of the 2017 stock option program in the period from the registration of Conditional Capital 2017/II on June 14, 2017 until June 30, 2020 to members of the Company's Management Board, members of the management of affiliated companies and selected managers and employees of the Company and affiliated companies in Germany and abroad on the basis of the authorizing resolution of the Annual General Meeting on June 13, 2017 under agenda item 4, amended by the resolution of the Annual General Meeting on June 12, 2019 under agenda item 12. The conditional capital increase will only be carried out to the extent that stock options are issued and the holders of these stock options exercise their subscription rights to shares in the Company. The shares from Contingent Capital 2017/II will be issued at the exercise price determined in accordance with lit. a) (7) of the authorization.

The new shares will participate in profits from the beginning of the financial year for which no resolution on the appropriation of net profit has been passed by the Annual General Meeting at the time the subscription right is exercised.

The Management Board or, if members of the Company's Management Board are affected, the Supervisory Board is authorized to determine the further details of the conditional capital increase and its implementation."

f) Partial cancellation of Conditional Capital 2019/II in Section 4 para. (11) of the Articles of Association

With effect from the entry in the commercial register of the Authorized Capital 2024/I resolved under agenda item 7 in Article 4 para. (23) of the Articles of Association, the Conditional Capital 2019/II pursuant to Article 4 para. (11) of the Articles of Association in the current amount of EUR 3,000,000.00 is partially canceled in the amount of EUR 1,200,000.00 and reduced to EUR 1,800,000.00 (in words: one million eight hundred thousand euros) (Conditional Capital 2019/II).

The Company's share capital is conditionally increased by up to EUR 1,800,000.00 (in words: one million eight hundred thousand euros) by issuing up to 1,800,000 new no-par value registered shares in the Company with a fractional amount of the registered share capital of EUR 1.00 per share (Conditional Capital 2019/II). Conditional Capital 2019/II serves exclusively to secure subscription rights from stock options issued by the Company under the 2019 stock option program in the period from the registration of Conditional Capital 2019/II until June 30, 2022 to members of the Company's Management Board, members of the management of affiliated companies and selected managers and employees of the Company and affiliated companies in Germany and abroad on the basis of the authorization granted by the Annual General Meeting on June 12, 2019 under agenda item 11, amended by resolution under agenda item 18 of the Annual General Meeting on June 14, 2023. The conditional capital increase will only be carried out to the extent that stock options are issued and the holders of these stock options exercise their subscription rights to shares in the Company. The shares from Conditional Capital 2019/II will be issued at the exercise price determined in accordance with lit. a) (7) of the authorization.

The new shares will participate in profits from the beginning of the financial year for which no resolution on the appropriation of net profit has been passed by the Annual General Meeting at the time the subscription right is exercised.

The Management Board or, if members of the Company's Management Board are affected, the Supervisory Board is authorized to determine the further details of the conditional capital increase and its implementation.

g) Amendment of Section 4 para. (11) of the Articles of Association

With effect from the entry in the commercial register of the Authorized Capital 2024/I resolved under agenda item 7 in Section 4 para. (23) of the Articles of Association, Section 4 para. (11) of the Articles of Association is amended and reworded as follows:

"(11) The Company's share capital is conditionally increased by up to EUR 1,800,000.00 (in words: one million eight hundred thousand euros) by issuing up to 1,800,000 new no-par value registered shares in the Company with a fractional amount of the registered share capital of EUR 1.00 per share (Conditional Capital 2019/II). The Conditional Capital 2019/II serves exclusively to secure subscription rights from stock options issued by the Company under the 2019 stock option program in the period from the registration of Conditional Capital 2019/II until June 30, 2022 to members of the Company's Management Board, members of the management of affiliated companies and selected managers and employees of the Company and affiliated companies in Germany and abroad on the basis of the authorisation granted by the Annual General Meeting on June 12, 2019 under agenda item 11, as amended by resolution under agenda item 18 of the Annual General Meeting on June 14, 2023. The conditional capital increase will only be carried out to the extent that stock options are issued and the holders of these stock options exercise their subscription rights to shares in the Company. The shares from Contingent Capital 2019/II will be issued at the exercise price determined in accordance with lit. a) (7) of the authorization.

The new shares will participate in profits from the beginning of the financial year for which no resolution on the appropriation of net profit has been passed by the Annual General Meeting at the time the subscription right is exercised.

The Management Board or, if members of the Company's Management Board are affected, the Supervisory Board is authorized to determine the further details of the conditional capital increase and its implementation.

h) Cancellation of the Authorized Capital 2021 in Section 4 para. (15) of the Articles of Association

With effect from the entry in the commercial register of the Authorized Capital 2024/I resolved under agenda item 7 in Section 4 para. (23) of the Articles of Association, the Authorized Capital 2021 pursuant to Section 4 para. (11) of the Articles of Association shall be canceled in full, insofar as no use has yet been made of the Authorized Capital 2021 at the time the cancellation takes effect.

i) Amendment of Section 4 para. (15) of the Articles of Association

With effect from the entry in the commercial register of the Authorized Capital 2024/I as resolved under agenda item 7 in Section 4 para. (23) of the Articles of Association, Section 4 para. (15) of the Articles of Association is canceled and remains free.

"(15) - remains free."

j) Instruction on the commercial register application

The Management Board of the Company is instructed to file the amendments to the Articles of Association resolved under c), e), g) and i) of this agenda item 9 for entry in the commercial register in such way that the Authorized Capital 2024/I resolved under agenda item 7 is entered in the commercial register first.

10. Resolution on the amendment of Section 5 of the Articles of Association (adaptation to changes in law)

The statutory provision of Section 67 para. (1) of the German Stock Corporation Act (AktG) on the information in connection with the entry of registered shares in the share register, which was last amended by the Act Implementing the Second Shareholders' Rights Directive of 12 December 2019 (ARUG II) (Federal Law Gazette I No. 50 2019, p. 2637 et seq.), was amended again by the Act on the Modernization of Partnership Law of 10 August 2021 (*MoPeG*) (Federal Law Gazette I No. 53 2021, p. 3436 et seq.). This amendment came into force on January 1, 2024.

Section 5 para. (1) sentence 2 of the Company's Articles of Association, which is based on the wording of the old version of Section 67 para. (1) AktG, is to be amended in view of the new statutory provisions to the effect that in future, reference will only be made to the information required by law instead of reproducing the wording of the respective provision in detail. Otherwise, Section 5 of the Articles of Association is to remain unchanged.

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

Section 5 para. (1) sentence 2 of the Articles of Association of Delivery Hero SE is amended as follows:

"Shareholders must provide the Company with the information required by law for entry in the share register."

Otherwise, Section 5 of the Articles of Association remains unchanged.

The current version of the Articles of Association are available on the Company's website at

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

and will also be accessible on the Company's website during the Annual General Meeting.

11. Resolution on the approval of the profit and loss transfer 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

Delivery Hero SE intends to conclude a profit and loss transfer agreement with four of its subsidiaries. The subsidiaries are Delivery Hero Stores Holding GmbH, Berlin (HRB 197399 B), DH Financial Services Holding GmbH, Berlin (HRB 202242 B), Delivery Hero Kitchens Holding GmbH, Berlin (HRB 204784 B) and Delivery Hero Innovations Hub GmbH, Berlin (HRB 230840 B), all registered in the commercial register of the local court of Berlin Charlottenburg (the "Subsidiaries").

Delivery Hero SE directly holds 100% of the shares in each of the Subsidiaries. The profit and loss transfer agreements are intended to form the basis for a consolidated tax group for corporate income tax and trade tax purposes between Delivery Hero SE and each of the Subsidiaries.

As Delivery Hero SE is the sole shareholder of each of the Subsidiaries, no compensation payments or settlements are to be granted to outside shareholders in accordance with Sections 304 and 305 AktG.

The profit and loss transfer agreement between Delivery Hero SE and each of the Subsidiaries shall have the following content:

“PROFIT AND LOSS TRANSFER 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 Subsidiary are hereinafter also referred to collectively as the “Parties” -

Preamble

Delivery Hero is the sole shareholder of Subsidiary.

Thus, Subsidiary has close economic and financial relations with Delivery Hero. In order to establish a fiscal unity according to Sections 14, 17 of the German Corporate Tax Act (Körperschaftsteuergesetz, KStG) and Sec. 2 para. 2 sentence 2 German Trade Tax Act (Gewerbesteuergezet, GewStG) the following profit and loss transfer agreement (hereinafter referred to as the “Agreement”) shall be concluded.

§ 1

Transfer of Profits

- 1. Subsidiary undertakes in analogy to Sec. 291 para. 1 sentence 1 var. 2 German Stock Corporation Act (Aktiengesetz, AktG) (profit and loss transfer agreement) to transfer its entire profits - subject to the creation and release of revenue reserves according to*

subsection 2 – within the meaning and to the extent of Sec. 301 AktG – to be applied as amended from time to time – to Delivery Hero.

2. *Subject to approval of Delivery Hero, the Subsidiary may transfer amounts from its annual net income to the revenue reserves according to Sec. 272 para. 3 sentence 2 alt. 3 of the German Commercial Code (Handelsgesetzbuch, HGB) to the extent permissible under commercial law and economically justified according to prudent business judgment. Other revenue reserves according to Sec. 272 para. 3 sentence 2 var. 3 HGB created during the term of this Agreement must be dissolved upon request by Delivery Hero and used to offset an annual net loss or transferred as profit.*
3. *The transfer of amounts resulting from the dissolution of retained profit reserves generated prior to this Agreement and the transfer of amounts resulting from the dissolution of capital reserves according to Sec. 272 para. 2 HGB created prior to or during the term of this Agreement is excluded. Dissolution and distribution of such revenue reserves created or accrued prior to this Agreement or from the dissolution of capital reserves according to Sec. 272 para. 2 HGB outside this Agreement is permitted.*
4. *During a fiscal year or prior to the approval of the annual financial statements of a fiscal year of Subsidiary, Delivery Hero may claim advance payments on any transfer of profits which will presumably become due for such business year if and to the extent the Subsidiary's liquidity allows for such advance payments. Any advance payments by Subsidiary are to be setoff with the actual amount of the profit transfer claim of Delivery Hero. If and to the extent the advance payments of Subsidiary exceed the actual profit transfer claim of Delivery Hero, the remaining excess difference has to be paid back by Delivery Hero to Subsidiary 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.*
5. *If this Agreement terminates during the course of a fiscal year, Subsidiary is obliged to balance Delivery Hero's claim for profit transfer incurred up to the date of termination. The (interim) balance sheet as per the date of termination shall be decisive (§ 5 para. 8 below).*

§ 2

Loss Absorption

1. *Delivery Hero is obliged to compensate any loss of Subsidiary according to Sec. 302 AktG as amended from time to 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 the 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 (§ 5 para. 8 below).*

§ 3

Maturity

The obligation to transfer profits and offset losses, respectively, shall arise and become due on the date of the balance sheet of Subsidiary.

§ 4

Compensation and Settlement pursuant 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.

§ 5

Effectiveness, Duration 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 and shall be effective from the beginning of the fiscal year of registration in the commercial register (at the earliest as of 1 January 2024).*
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. However, a termination of this Agreement is only possible at the earliest to the end of such fiscal year, after its expiration the period equivalent to the minimum term of a profit and loss transfer agreement required by tax law in Sec. 14 para. 1 sentence 1 no. 3 KStG for recognition of the fiscal unity for corporate income and trade tax purposes is fulfilled (under current German legislation five (5) years (60 months) calculated from the beginning (00:00 hours) of the fiscal year in which this Agreement becomes effective by registration in the commercial register of Subsidiary ("Minimum Term")). If this Agreement is registered in the fiscal year which begins on 1 January 2024 and if the fiscal year is not changed, the Minimum Term ends at midnight (24:00 hours) on 31 December 2028. If the fiscal year of Subsidiary is changed before the end of the Minimum Term, the Minimum Term shall be extended by the term of the short fiscal year which arises due to the change in the fiscal year without any separate declaration being required.*
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. *Recognition of this Agreement for tax purposes is denied by a non-appealable tax assessment 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;*

- c. *there is another good cause within the meaning of R 14.5 para. 6 of the German Corporate Income Tax Regulations 2022 (Körperschaftsteuer-richtlinien, KStR) or relevant provision applicable at the time this Agreement is terminated.*

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.*

§ 6

Amendments to the Agreement

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

§ 7

Applicable Law

This Agreement is exclusively subject to German law.

§ 8

Final Provisions

1. *The provisions of this Agreement shall be construed such that the fiscal unity as intended by the Parties for income tax 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 profit and loss transfer agreement]

It is intended that each shareholders' meetings of Delivery Hero Stores Holding GmbH, Berlin (HRB 197399 B), DH Financial Services Holding GmbH, Berlin (HRB 202242 B), Delivery Hero Kitchens Holding GmbH, Berlin (HRB 204784 B) and Delivery Hero Innovations Hub GmbH, Berlin (HRB 230840 B) will approve the profit and loss transfer agreement shortly after this Annual General Meeting.

The profit and loss transfer agreements are each explained and justified in more detail in a joint report by the Management Board of Delivery Hero SE and the management of the Subsidiaries in accordance with Section 293 para. (1) AktG.

These joint reports and the draft profit and loss transfer agreement, together with other documents to be made available under this agenda item 11, will be published from the day on which the Annual General Meeting is convened on the Company's website at

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

The profit transfer agreements require, among other things, the approval of the Annual General Meeting in order to be effective. The Management Board and Supervisory Board propose that the following resolutions be adopted:

- 11.1** Approval of the execution of the profit and loss transfer agreement between Delivery Hero SE, Berlin and Delivery Hero Stores Holding GmbH, Berlin (HRB 197399 B), the latter as the profit-transferring company.
- 11.2** Approval of the execution of the profit and loss transfer agreement between Delivery Hero SE, Berlin and DH Financial Services Holding GmbH, Berlin (HRB 202242 B), the latter as the profit-transferring company.
- 11.3** Approval of the execution of the profit and loss transfer agreement between Delivery Hero SE, Berlin and Delivery Hero Kitchens Holding GmbH, Berlin (HRB 204784 B), the latter as the profit-transferring company.
- 11.4** Approval of the execution of the profit and loss transfer agreement between Delivery Hero SE, Berlin and Delivery Hero Innovations Hub GmbH, Berlin (HRB 230840 B), the latter as the profit-transferring company.

It is planned to have the Annual General Meeting decide on the approval of the execution of the respective profit and loss transfer agreement by way of an individual vote.

12. 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

Delivery Hero SE intends to conclude a domination agreement with four of its subsidiaries. The subsidiaries are Delivery Hero Stores Holding GmbH, Berlin (HRB 197399 B), DH Financial Services Holding GmbH, Berlin (HRB 202242 B), Delivery Hero Kitchens Holding GmbH, Berlin (HRB 204784 B) and Delivery Hero Innovations Hub GmbH, Berlin (HRB 230840 B), all registered in the commercial register of the local court of Berlin Charlottenburg (the "Subsidiaries").

Delivery Hero SE directly holds 100% of the shares in each of the Subsidiaries.

As Delivery Hero SE is the sole shareholder of each of the Subsidiaries, no compensation payments or settlements are to be granted to outside shareholders in accordance with Sections 304 and 305 AktG.

The domination agreement between Delivery Hero SE and the subsidiaries shall have the following content in each case:

“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]

It is intended that each shareholders' meetings of Delivery Hero Stores Holding GmbH, Berlin (HRB 197399), DH Financial Services Holding GmbH, Berlin (HRB 202242), Delivery Hero Kitchens Holding GmbH, Berlin (HRB 204784) and Delivery Hero Innovations Hub GmbH, Berlin (HRB 230840) will approve the domination agreement shortly after this Annual General Meeting.

The domination agreements are each explained and justified in more detail in a joint report by the Management Board of Delivery Hero SE and the management of the Subsidiaries in accordance with Section 293a (1) AktG.

These joint reports and the draft domination agreement, together with other documents to be made available under this agenda item 12, will be published from the day on which the Annual General Meeting is convened on the Company's website at

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

The domination agreements require, among other things, the approval of the Annual General Meeting in order to be effective. The Management Board and Supervisory Board propose that the following resolutions be adopted:

- 12.1** Approval of the execution of the domination agreement between Delivery Hero SE, Berlin and Delivery Hero Stores Holding GmbH, Berlin (HRB 197399 B), the latter as the dominated company.
- 12.2** Approval of the execution of the domination agreement between Delivery Hero SE, Berlin and DH Financial Services Holding GmbH, Berlin (HRB 202242 B), the latter as the dominated company.
- 12.3** Approval of the execution of the domination agreement between Delivery Hero SE, Berlin and Delivery Hero Kitchens Holding GmbH, Berlin (HRB 204784 B), the latter as the dominated company.
- 12.4** Approval of the execution of the domination agreement between Delivery Hero SE, Berlin and Delivery Hero Innovations Hub GmbH, Berlin (HRB 230840 B), the latter as the dominated company.

It is planned to have the Annual General Meeting decide on the approval of the execution of the respective domination agreement by way of an individual vote.

13. Resolution on the amendment of the compensation and the compensation system for the members of the Supervisory Board and the corresponding amendment to Section 15 of the Articles of Association

In accordance with Section 113 para. 3 sentences 1 and 2 AktG, the Annual General Meeting of listed companies must pass a resolution on the compensation of Supervisory Board members at least every four years. Most recently, the Annual General Meeting on June 16, 2021 passed a resolution on the compensation and compensation system for the members of the Supervisory Board.

Supervisory Board compensation has not changed since the 2021 financial year. During this time, the compensation level of the Supervisory Boards of DAX and MDAX companies has risen. In view of the compensation of Supervisory Board members of other comparable companies, an increase in Supervisory Board compensation is considered necessary. Attractive compensation in line with the market helps to attract and retain suitably qualified candidates for the Supervisory Board. Further, there are increased time and content requirements with regard to Supervisory Board work, in particular due to the significant expansion of business operations, including geographically. For these reasons, it is intended to adjust the compensation of the members of the Supervisory Board and the compensation system for the members of the Supervisory Board as well as the Articles of Association accordingly. This concerns the compensation of ordinary members, the Deputy chair and the chair of the Supervisory Board. At the same time, the compensation for membership of the Nomination Committee is to be aligned with the compensation of the other committees of the Supervisory Board.

The new regulations on the compensation of the members of the Supervisory Board and the compensation system for the members of the Supervisory Board herein presented are to apply from the end of this Annual General Meeting on June 19, 2024.

The proposed adjusted compensation of the Supervisory Board is described in more detail in Section II.4 as an annex to this agenda item 13. The revised compensation system for the Supervisory Board and the main changes are also explained in detail therein.

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

a) Compensation adjustment and amendment to the Articles of Association

The compensation of the members of the Supervisory Board will be adjusted with effect from the end of this Annual General Meeting on June 19, 2024 in accordance with the revised Section 15 of the Articles of Association. To this end, Section 15 of the Articles of Association shall be amended and reworded as follows:

"§ 15

COMPENSATION

- (1) Ordinary members of the Supervisory Board shall receive a fixed annual base compensation payable after the end of the financial year of EUR 50,000.00 (in words: fifty thousand euros). Instead of the base compensation pursuant to sentence 1, the chair of the Supervisory Board shall receive a fixed annual compensation, payable after the end of the financial year, of EUR 200,000.00 (in words: two hundred thousand euros), and the deputy chair of the Supervisory Board shall receive such compensation in the amount of EUR 100,000.00 (in words: one hundred thousand euros).*

Ordinary members of the audit committee, the compensation committee, the nomination committee and the strategy committee shall, in addition to the base compensation in accordance with sentence 1 or sentence 2, respectively receive a fixed annual compensation of EUR 20,000.00 (in words: twenty thousand euros). In addition to the base compensation in accordance with sentence 1 or sentence 2, for each chairship the chairmen of the respective committees shall receive a fixed annual compensation payable after the end of the financial year in the amount of four times the compensation of the respective ordinary committee member; the deputy chairmen of the respective committees shall receive twice the compensation of the respective ordinary committee member; no additional compensation as an ordinary member of the respective committee is paid in these cases.

- (2) *Members of the Supervisory Board who hold their office in the Supervisory Board or in a committee of the Supervisory Board or who hold the office as chair or deputy chair of the Supervisory Board or of a committee of the Supervisory Board only during part of the financial year shall receive a corresponding portion of the compensation calculated on a daily (pro rata temporis) basis.*
- (3) *In addition to the compensation paid pursuant to the foregoing paragraphs, the Company shall reimburse the members of the Supervisory Board for their reasonable out-of-pocket expenses incurred in the performance of their duties as Supervisory Board members as well as the value added tax on their compensation and out-of-pocket expenses.*
- (4) *The Supervisory Board members shall be included, where existing, in a D&O liability insurance for board members maintained by the Company in the Company's interests that will provide reasonable coverage against financial damages. The premiums for this insurance policy shall be paid by the Company.*
- (5) *All compensation and expense claims of the members of the Supervisory Board pursuant to this Section 15 for a given financial year shall be payable and due after the end of the respective financial year."*

b) Resolution on the compensation system for the members of the Supervisory Board

For the period from the end of the Annual General Meeting on June 19, 2024 and subsequent years, the compensation system for the members of the Supervisory Board as stated in Section II.4 as an annex to this agenda item 13 is adopted, taking into account the new version of Section 15 of the Articles of Association proposed for resolution under a) of this agenda item.

14. Resolution on the increase of the Supervisory Board to eight members and the corresponding amendment to Section 10 para. (1) of the Articles of Association

The Supervisory Board of Delivery Hero SE consists of six members elected or appointed by the Annual General Meeting in accordance with Art. 40 (2), (3) SE Regulation, Section 17 (1) SE Implementation Act ("SEAG"), Section 10 (1) of the Company's Articles of Association and Section

21 (3) no. 1 SE Employee Involvement Act ("SEBG") in conjunction with Section 21 (2) of the Agreement on the Involvement of Employees in Delivery Hero SE dated April 16, 2018 ("Employee Involvement Agreement").

In view of Delivery Hero's significant growth and the complexity of the Company as well as the geographical expansion of its business operations, the Company is observing increased demands in terms of time and workload on the Supervisory Board members. In order to reflect the increased demands on the Supervisory Board in terms of time and workload in connection with the growth of the Company and the Group - in particular with regard to the diversity and internationalization of the Supervisory Board's work - the number of Supervisory Board members is to be increased from six to eight members. The expansion will enable the Supervisory Board to incorporate additional skills and expertise and thus monitor the successful implementation of the Company's strategy and its rapidly developing business in over 70 countries worldwide in the best possible way.

In accordance with Section 21 para. (1) of the Employee Involvement Agreement, half of all members of the Supervisory Board are employee representatives who are appointed at the suggestion of the employees. Half of the two additional Supervisory Board positions thus created are therefore Supervisory Board members representing the shareholders, who are elected by the Annual General Meeting, and the other half are Supervisory Board members elected by the employees.

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

Section 10 para. (1) of the Articles of Association is amended and reworded as follows:

"(1) The Supervisory Board consists of eight members."

Otherwise, Section 10 of the Articles of Association remains unchanged.

15. Election of a member of the Supervisory Board

After the amendment to the Articles of Association proposed for resolution at this Annual General Meeting on June 19, 2024 under agenda item 14 becomes effective, the Supervisory Board of Delivery Hero SE will be composed in accordance with Art. 40 para. 2, 3 SE Regulation,

Section 17 para. 1 SE Implementation Act ("SEAG"), Section 10 para. 1 of the Company's Articles of Association and Section 21 para. 3 No. 1 of the German SE Employee Involvement Act ("SEBG") in conjunction with Section 21 (2) of the Agreement on Employee Involvement at Delivery Hero SE dated April 16, 2018 ("Employee Involvement Agreement"), the Supervisory Board consists of eight members elected or appointed by the Annual General Meeting.

Therefore, in the event of the effective expansion of the Supervisory Board, an additional member of the Supervisory Board shall be elected as a shareholder representative, whose term of office shall begin when the amendment to the Articles of Association to be resolved under agenda item 14 takes effect and end at the end of the Annual General Meeting that resolves on the discharge of the Supervisory Board for the 2024 financial year.

The additional member representing the shareholder representatives is elected by the Annual General Meeting in accordance with Section 10 para. (2) of the Articles of Association without being bound by nominations.

Election of a member as shareholder representative

Following the recommendation of its Nomination Committee, the Supervisory Board proposes that, with effect from the amendment to the Articles of Association to be resolved under agenda item 14 of this Annual General Meeting on June 19, 2024 to increase the size of the Supervisory Board, the following person be elected to the Supervisory Board of Delivery Hero SE as shareholder representative, for a period from the effective date of the amendment to the Articles of Association to be resolved under agenda item 14 until the end of the Annual General Meeting that resolves on the discharge for the 2024 financial year:

Scott Ferguson, profession: Founder, Managing Partner and Portfolio Manager, Sachem Head Capital Management LP, resident in New York, U.S.A.

The Annual General Meeting is not bound by the aforementioned nomination proposal when electing the shareholder representative.

Within the meaning of Section 100 para. (5) AktG, Scott Ferguson has expertise in the field of accounting.

Further information and additional details on the Supervisory Board candidate, including information on memberships in other statutory supervisory boards and comparable domestic

and foreign supervisory bodies as well as a brief curriculum vitae, are attached to this agenda item 15 as an annex following the agenda in section II. and are also available from the date of convocation at the Company's website available at

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

II. ANNEXES AND REPORTS ON THE AGENDA ITEMS

- 1. Supplementary information on the Supervisory Board candidates regarding agenda item 4 in accordance with Section 125 para. (1) sentence 5 of the German Stock Corporation Act and the German Corporate Governance Code in the version dated April 28, 2022**

SHAREHOLDER REPRESENTATIVES

Kristin Skogen Lund

Personal data

Date of birth: August 11, 1966

Nationality: Norwegian

Résumé

Kristin Skogen Lund, born on August 11, 1966, graduated with a Bachelor of Arts degree (B.A.) in International Studies and Business Administration at the University of Oregon in Eugene, Oregon, USA in 1989, followed by a Master of Business Administration degree (MBA) from the Institut Européen d'Administration des Affaires (INSEAD) in Fontainebleau, France in 1992.

Kristin Skogen Lund is an experienced operator with extensive chief executive officer and top executive expertise in a number of industries including government associations, technology, consumer, publishing/media, and the Confederation of Norwegian Business and Industry (NHO), Norway's leading business organization. Through her role as chief executive officer of Schibsted ASA and her current membership of the supervisory board of Adevinta ASA since 2019, she brings

extensive experience in consumer internet credentials with a real focus on the customer. She has also been a member of the supervisory board of Mozilla Corporation since 2022.

In addition, Kristin Skogen Lund has been the chair of the supervisory board of Stiftelsen Oslo-Filharmonien since January 2016. Kristin Skogen Lund has been honored with the award of Chevalier de l'Ordre national de la Légion d'Honneur.

Mandates in other statutory supervisory boards within the meaning of Section 125 para. (1) sentence 5 half-sentence 1 AktG

- None.

Mandates in comparable domestic and foreign supervisory bodies of commercial enterprises within the meaning of Section 125 para. (1) sentence 5 clause 2 AktG

- Adevinta ASA (member of the supervisory board – non-executive director);
- Mozilla Corporation (member of the supervisory board – non-executive director).

Other activities

- Schibsted ASA (chief executive officer - outgoing).

In the opinion of the Supervisory Board, Kristin Skogen Lund does not have any personal or business relationships with Delivery Hero SE, its group companies, the governing bodies of Delivery Hero SE or a shareholder with a material interest in Delivery Hero SE that must be disclosed in accordance with Recommendation C.13 GCGC.

In the opinion of the Supervisory Board, the candidate is to be considered independent within the meaning of the German Corporate Governance Code.

Roger Rabalais

Personal data

Date of birth: November 17, 1971

Nationality: US-American

Résumé

Roger Rabalais, born on November 17, 1971, graduated with a Bachelor of Arts degree (B.A) in Economics from the University of Texas at Austin in Texas, USA in 1993. He later earned his Master of Arts degree (M.A.) in Economics at Harvard University in Massachusetts, USA in 1997.

Roger Rabalais started his career as senior consultant at mars & co in 1998. From 2004 to 2014 he held various finance positions at eBay, including chief financial officer of the eBay Classifieds Group, where he oversaw a global portfolio of businesses, and was the chief financial officer of Marketplaces Germany, eBay's second largest business after the US.

In 2014, Roger Rabalais joined the Naspers Group as a chief financial officer of the B2C segment, with responsibility for Allegro and other e-commerce businesses within the group. In December 2018, he expanded his responsibilities, transitioning to the roles of chief operating officer for the B2C segment and chief financial officer for the food delivery segment. Currently, Roger Rabalais holds the position of operating partner, supporting Prosus' investments in various food delivery and B2C companies, including iFood, Swiggy and eMAG.

Further, Roger Rabalais has been a member of the supervisory board of Bundl Technologies Private Limited (India) since December 2023.

Roger Rabalais also holds various group-internal supervisory board mandates within the Prosus/Naspers group.

Mandates in other statutory supervisory boards within the meaning of Section 125 para. (1) sentence 5 half-sentence 1 AktG

- None.

Mandates in comparable domestic and foreign supervisory bodies of commercial enterprises within the meaning of Section 125 para. (1) sentence 5 clause 2 AktG

- Bundl Technologies Private Limited (member of the supervisory board).

Other activities

- None.

In the opinion of the Supervisory Board, Roger Rabalais does not have any personal or business relationships with Delivery Hero SE, its group companies, the Company's executive bodies or a shareholder with a material interest in the Company that must be disclosed in accordance with Recommendation C. 13 GCGC, except for his membership on the board of MIH Food Holdings B.V. (a subsidiary of the stock-listed Prosus N.V., a Naspers group company), holding a non-controlling stake of more than 10 % of the voting shares in Delivery Hero SE.

The Supervisory Board considers the candidate to be independent within the meaning of the German Corporate Governance Code.

Dr. Martin Enderle

Personal data

Date of birth: November 1, 1965

Nationality: German

Résumé

Dr. Martin Enderle, born on November 1, 1965, began his professional career in 1995 with McKinsey & Company, after graduating with a degree in mathematics and physics and receiving a doctorate degree from the University of Hannover in 1995.

In 1999, Dr. Martin Enderle became managing director of Speed Ventures GmbH. After further engagements with T-Online International AG as SVP International Business from 2001 to 2005, Deutsche Telekom AG as SVP of Digital Services between 2011 to 2013 and nine years as CEO of Scout24 Holding GmbH from 2005 to 2014, Dr. Martin Enderle founded the startup allmyhomes GmbH in 2016. There he worked as managing director from 2016 to 2020. Today, Dr. Martin Enderle is a managing director of digi.me GmbH and Chaconne GmbH, two non-operative holding companies.

From 2015 to 2017, Dr. Martin Enderle was also a member of the Supervisory Board of Rocket Internet SE and, from 2016 to 2018, a member of the Board of Trustees of CEWE Stiftung GmbH & Co. KGaA. Since 2014, Dr. Martin Enderle is a member of the board of trustees in the Egmont Foundation and from 2016 to July 2022 he was a member of the board of directors of allmyhomes GmbH. Further, from January 2021 to August 2022, Dr. Martin Enderle was a member of the board of directors of Crown PropTech Acquisitions and was the chair of the supervisory board of MeinAuto Group AG from April 2021 until December 2022. Since January 2024, Dr. Martin Enderle is a supervisory board member of Chrono24 GmbH.

Dr. Martin Enderle was Chair of the Supervisory Board of Delivery Hero AG from May 2017 until the effective date of the SE conversion in July 2018. Since the conversion into an SE, he has been the Chair of the Supervisory Board of Delivery Hero SE.

Mandates in other statutory supervisory boards within the meaning of Section 125 para. (1) sentence 5 half-sentence 1 AktG

- Chrono24 GmbH (member).

Mandates in comparable domestic and foreign supervisory bodies of commercial enterprises within the meaning of Section 125 para. (1) sentence 5 clause 2 AktG

- Egmont Foundation, Copenhagen, Denmark (member of the board of trustees).

Other activities

- digi.me GmbH, Munich (managing director);
- Chaconne GmbH, Berlin (managing director).

In the opinion of the Supervisory Board, Dr. Martin Enderle does not have any personal or business relationships with Delivery Hero SE, its group companies, the governing bodies of Delivery Hero SE or a shareholder with a material interest in Delivery Hero SE that must be disclosed in accordance with Recommendation C.13 GCGC.

In the opinion of the Supervisory Board, the candidate is to be considered independent within the meaning of the German Corporate Governance Code.

EMPLOYEE REPRESENTATIVES

Gabriella Ardbo Engarås

Personal data

Date of birth: November 7, 1992

Nationality: Swedish

Résumé

Gabriella Ardbo Engarås, born on November 7, 1992, graduated with a Executive Master of Business Administration (MBA) at the Stockholm School of Economics in Stockholm, Sweden in 2023. She further earned a Bachelor of Science degree (B.Sc.) in business and economics from the University of Uppsala, Sweden in 2017.

Gabriella Ardbo Engarås started her professional career in 2017 at foodora AB in Stockholm. After various positions as junior business development manager, head of account management and partner care, she now works as sales and account management director where she has responsibilities for the company's commercial strategy, focusing on sales, revenue management, and overall growth strategies. Further, she is part of the management team of foodora AB in Sweden.

Mandates in other statutory supervisory boards within the meaning of Section 125 para. (1) sentence 5 half-sentence 1 AktG

- None.

Mandates in comparable domestic and foreign supervisory bodies of commercial enterprises within the meaning of Section 125 para. (1) sentence 5 clause 2 AktG

- None.

Other activities

- None.

Nils Engvall

Personal data

Date of birth: May 13, 1985b.a.

Nationality: Swedish

Résumé

Nils Engvall, born on May 13, 1985, graduated with a degree in journalism, radio production and sound engineering from the Luleå University of Technology in 2006. He then completed the Kaospilot 3-year course at Kaospilots International Business School in Aarhus, Denmark from 2009 to 2012, focusing on process management, project management, leadership skills and organizational development.

After graduating, Nils Engvall began his professional career as a workshop leader in Denmark and Hong Kong and worked as a media producer and radio journalist.

Nils Engvall joined foodora AB in Sweden in 2016. After various positions as fleet, operations as well as team manager at foodora AB in Uppsala, Nils Engvall works now as interim head of key account management at foodora AB in Stockholm. He is responsible for the business development for the commercial core.

Mandates in other statutory supervisory boards within the meaning of Section 125 para. (1) sentence 5 half-sentence 1 AktG

- None.

Mandates in comparable domestic and foreign supervisory bodies of commercial enterprises within the meaning of Section 125 para. (1) sentence 5 clause 2 AktG

- None.

Other activities

- None.

Isabel Poscherstnikov

Personal data

Date of birth: February 4, 1990

Nationality: German

Résumé

Isabel Poscherstnikov, born on February 4, 1990, graduated with a Master of Arts (M.A.) in accounting and controlling at the Berlin School of Economics and Law in Berlin, Germany in 2015. She further earned a double degree in international business (B.A./B.A. Hons) at the Berlin School of Economics and Law and Anglia Ruskin University in Cambridge, United Kingdom, in 2013.

Isabel Poscherstnikov started her career at KPMG AG Wirtschaftsprüfungsgesellschaft, Berlin, in 2014, where she was mainly working on advisory projects and audits of multinational companies. Since 2019, Isabel Poscherstnikov works in group accounting at Delivery Hero SE where she is currently a senior manager and mainly responsible for the preparation of the group's annual and half-year report.

Mandates in other statutory supervisory boards within the meaning of Section 125 para. (1) sentence 5 half-sentence 1 AktG

- None.

Mandates in comparable domestic and foreign supervisory bodies of commercial enterprises within the meaning of Section 125 para. (1) sentence 5 clause 2 AktG

- None.

Other activities

- None.

Camilla Wik

Personal data

Date of birth: November 19, 1993

Nationality: Swedish

Résumé

Camilla Wik, born on November 19, 1993, graduated with a Bachelor of Science degree (B.Sc.) in Business and Economics at the Stockholm School of Economics in Stockholm, Sweden in 2016. Following her studies, she joined a rotational finance trainee program at EF Education First with stations in London, Boston and Lucerne.

Camilla Wik held multiple positions as business controller and assistant financial manager in various international growth companies within the sectors of educational travel, last mile logistics and tech.

Within her previous experience, she worked with both financial analysis as well as accounting where she ensured high-quality accounting standards and prepared consolidated financial reporting of group companies, controlled costs for budgets enabling a turnover of millions of USD. In addition, she was the first business controller in one of Sweden's unicorn start-ups, Instabox Group, where she set the structure for the business control department by implementing reporting and forecasting processes across five markets and worked with the management team to integrate entities by identifying synergies and operational improvement areas to improve profitability.

In 2022, Camilla Wik joined the Delivery Hero Group as head of business control of foodora Sweden in Stockholm, where she is leading the business control team and is responsible for the financial performance management of Delivery Hero's Swedish operations. Further, she is responsible for the budgeting process, forecasts and reporting in line with the Delivery Hero group's targets.

Mandates in other statutory supervisory boards within the meaning of Section 125 para. (1) sentence 5 half-sentence 1 AktG

- None.

Mandates in comparable domestic and foreign supervisory bodies of commercial enterprises within the meaning of Section 125 para. (1) sentence 5 clause 2 AktG

- None.

Other activities

- None.

Jonathan Hegbrant

Personal data

Date of birth: May 9, 1989

Nationality: Swedish

Résumé

Jonathan Hegbrant, born on May 9, 1989, graduated with a Master of Science degree (M.Sc.) in Business Administration and Economics, Corporate Finance and Spanish from the Lund University School of Economics and Management in Lund, Sweden in 2014, where he further earned his Bachelor of Science degree (B.Sc.). As part of his education, he studied at the Universidad Complutense de Madrid in Madrid, Spain, and at the Pontificia Universidad Católica del Perú in Lima, Peru.

Jonathan Hegbrant started his career as media director at Trelleborgs Fotbollförening in 2005 followed by a position as financial assistant at Diaverum Argentina in 2013 working on day-to-day accounting and reporting. In 2014, Jonathan Hegbrant joined a rotational trainee program at EF Education First with stations in Amsterdam, Toronto and Lucerne. Following the trainee program, from 2016 to 2021, he held multiple positions as financial manager and financial planning & analysis manager at EF Education First in Lucerne and London where he was in

particular responsible for the financial operations including management and financial reporting, budgeting, forecasting, closing, audit, payroll and financial statements on a multinational level.

In 2021, Jonathan Hegbrant joined the Delivery Hero group as finance director of foodora AB in Stockholm, Sweden where he is responsible for accounting, business control and finance transformation as well as tax, legal and fleet management. He is further in charge of four entities and thus inter alia accountable for management and financial reporting.

Mandates in other statutory supervisory boards within the meaning of Section 125 para. (1) sentence 5 half-sentence 1 AktG

- None.

Mandates in comparable domestic and foreign supervisory bodies of commercial enterprises within the meaning of Section 125 para. (1) sentence 5 clause 2 AktG

- None.

Other activities

- None.

Sachka Stefanova-Behlert

Personal data

Date of birth: April 4, 1974

Nationality: Bulgarian

Résumé

Sachka Stefanova-Behlert, born on April 4, 1974, began her education with a degree in political science at Freie Universität Berlin, in Berlin, Germany, which she completed in 2001. She then obtained her degree in law from the same institution in 2007. Following her academic pursuits, Sachka Stefanova-Behlert completed the LL.M. program at the University of California, Berkeley School of Law in Berkeley, California, USA, in 2020.

In her professional journey, Sachka Stefanova-Behlert initially served as the chief executive officer of the Berlin-Brandenburg branch of the United Nations Association of Germany (DGVN e.V.) from 1998 to 2005, later becoming its vice president from 2003 to 2007. Following this, she continued her career holding positions as an attorney in multinational law firms, including Salans LLP (now: Dentons Europe LLP), and Ogletree Deakins International LLP, before joining KPMG Law Rechtsanwaltsgesellschaft mbH as a certified attorney for employment law from 2015 to 2022. During this time, she provided legal counsel to a diverse clientele, including DAX-listed companies, covering various aspects of German employment and labor law.

In 2022, Sachka Stefanova-Behlert joined Delivery Hero SE in Berlin, Germany, as the global head of employment law overseeing all employment law related topics at the company's headquarters and globally.

Mandates in other statutory supervisory boards within the meaning of Section 125 para. (1) sentence 5 half-sentence 1 AktG

- None.

Mandates in comparable domestic and foreign supervisory bodies of commercial enterprises within the meaning of Section 125 para. (1) sentence 5 clause 2 AktG

- None.

Other activities

- None.

The Supervisory Board has verified with all candidates that they are able to devote the time required for the work of the Supervisory Board. The proposed candidates have agreed in advance to accept the office in the event of their election or appointment.

2. Annex to agenda item 6 - Compensation report 2023

COMPENSATION REPORT 2023

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 GCGC), 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 2023. Delivery Hero SE (the “Company”) and its consolidated subsidiaries together form the Delivery Hero group (DH 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 19, 2024 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

The performance of the DH Group in 2023 continued to be characterized by shifting from a hypergrowth priority to focus on improving profitability, noticeable by a substantial improvement of the DH Group adjusted EBITDA.

In financial year 2023, there were no changes of the members of Delivery Hero SE’s Management Board.

In financial year 2023 the Supervisory Board adopted a new compensation system for Management Board members and submitted the compensation system to the Annual General Meeting for approval on June 14, 2023 under Agenda Item 19 (see also section J. Outlook for Financial Year 2024). The Annual General Meeting approved the new compensation system for Management Board members by a majority of 96.44%.

The new compensation system is generally implemented within the framework of the Management Board service agreements and any supplementary compensation agreements. Accordingly, with effect from January 1, 2024, the Management Board service agreements have been revised for the purpose of the initial implementation of the new compensation system.

With respect to financial year 2023, the compensation system for Management Board members approved by the Annual General Meeting on June 16, 2021 under Agenda item 5, with the exception of the maximum compensation, was applicable to the Management Board service agreements in force during that period.

Further, on June 14, 2023, the Annual General Meeting approved the Compensation Report 2022 by majority of 98.18%.

C. SUMMARY OF THE COMPENSATION SYSTEM OF THE MANAGEMENT BOARD

The compensation system for financial year 2023 of the Management Board of Delivery Hero SE can be summarized as follows:

MANAGEMENT BOARD COMPENSATION SYSTEM

Compensation element	Compensation system (since financial year 2022)
Non-performance-based components	
Base salary	– Fixed compensation which is paid in twelve monthly installments
Fringe benefits	– 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)	– Plan type: target bonus – Performance criterion: ESG targets – 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)	– 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	– Chief Executive Officer: € 12,000,000 – Ordinary Board Members: € 9,000,000
Malus and clawback	– 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	– 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	– 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 entrepreneurial culture is front and center.

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

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).

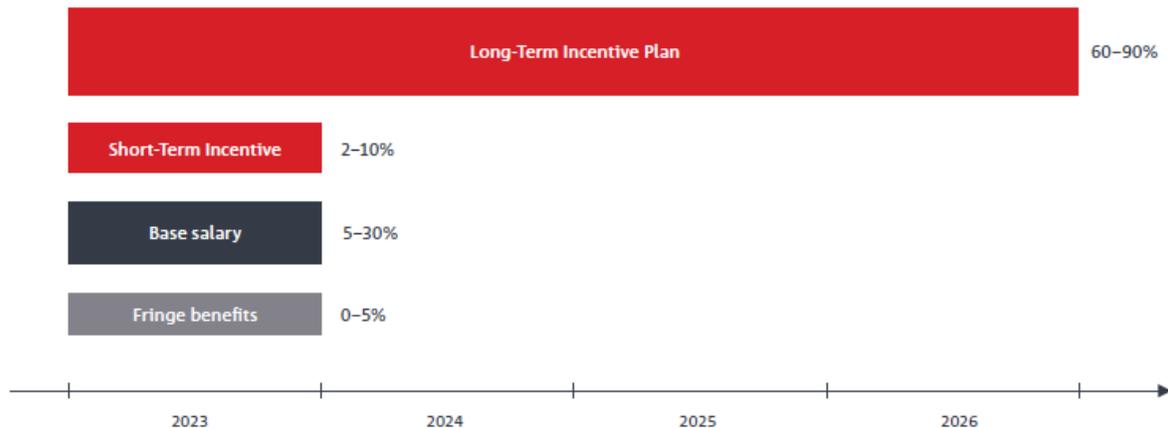
In its last review of the appropriateness of the compensation level and structure, the Supervisory Board of Delivery Hero SE was assisted by independent external compensation experts. In terms of size and origin, the Supervisory Board defined an international peer group of technology and food delivery companies from Europe and the United States 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, market capitalization, and net result. 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 compensation system of 2023 for Management Board members consisted of two main components: the non-performance-based fixed compensation and the performance-based variable compensation component. The fixed compensation components comprised the base salary and fringe benefits, but explicitly did not comprise any company pension scheme (pension commitments). The variable compensation consisted 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 represented 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 represented 0% to 5%. The additional short-term incentive, starting with financial year 2022, represented between 2% and 10% of the total target compensation, while the LTIP's proportion of the total target compensation ranged from 60% to 90%.

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



Total target compensation in financial year 2023

The following table shows the contractually agreed total target compensation for each member of the Management Board for financial year 2023 and the previous financial year 2022. Fringe benefits represent expenses in the respective financial year.

TOTAL TARGET COMPENSATION OF THE MANAGEMENT BOARD

	Niklas Ostberg CEO				Emmanuel Thomassin CFO				Pieter-Jan Vandeputte COO			
	2023		2022		2023		2022		2023		2022	
	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	15%	350	15%	350	15%
Fringe benefits	25	1%	25	1%	0	0%	0	0%	0	0%	0	0%
Short-Term Incentive ¹	150	3%	150	3%	100	4%	100	4%	100	4%	100	4%
Sum	525	12%	525	12%	450	20%	450	20%	450	20%	450	20%
Long-Term Incentive Plan	4,000	88%	4,000	88%	1,850	80%	1,850	80%	1,850	80%	1,850	80%
LTIP 2018 – Tranche 2022	–	–	4,000	88%	–	–	1,850	80%	–	–	1,850	80%
LTIP 2018 – Tranche 2023	4,000	88%	–	–	1,850	80%	–	–	1,850	80%	–	–
Total target compensation	4,525	100%	4,525	100%	2,300	100%	2,300	100%	2,300	100%	2,300	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 2023

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 second time after the introduction of the compensation system applicable in financial year 2023, an annual bonus (STI) has been defined for financial year 2023 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 2023 STI as follows (each weighting 33.3%):

ESG TARGETS

Environment Target	Social Target	Governance Target
Sustainable packaging units deployed to partners.	Reduction of the rider accident rate (accidents per 1 million deliveries) for own deliveries.	Cyber security training of 85% of the Company's employees. ¹
<ul style="list-style-type: none"> - Threshold value: deployment of 20 million units - Target value: deployment of 25 million units - Maximum value: deployment of 37.5 million units 	<ul style="list-style-type: none"> - Threshold value: accident rate reduced by 1.6% of the 2022 baseline of the Group's global operations - Target value: accident rate reduced by 2% of the 2022 baseline of the Group's global operations - Maximum value: accident rate reduced by 3% of the 2022 baseline of the Group's global operations 	<ul style="list-style-type: none"> - Threshold value: training of 2,401 employees - Target value: training of 3,001 employees - Maximum value: training of 3,531 employees

¹ The relevant number of the Company's employees as of January 1, 2023 is 3,531.

After the end of financial year 2023, the Supervisory Board assessed the target achievement rate for each of the defined ESG targets. Values between the threshold value, target value, and

TARGET ACHIEVEMENT RATE PER INDIVIDUAL TARGET IN FINANCIAL YEAR 2023:

<ul style="list-style-type: none"> - Deployment of 3.6 million units - Target achievement rate: 0.0%¹ 	<ul style="list-style-type: none"> - Accident rate reduced by 16.1% of the 2022 baseline of the Group's global operations - Target achievement rate: 150.0% 	<ul style="list-style-type: none"> - Training of 2,557 employees - Target achievement rate: 85.2%
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¹ The sustainable packaging program pilot launched in financial 2022 was terminated in financial year 2023. The Group initially explored providing sustainable packaging units to vendors through a central marketplace. However, the quantities fell short of the Group's expectations for achieving scalable change on packaging. Given the diversity of the Group's markets, the Group has shifted to a regional and local approach, exploring how change can be driven through its tech and product solutions. At the time of the termination of the program pilot, the threshold value was not reached. Therefore, the target achievement rate amounts to 0.0%.

maximum value are interpolated linearly.

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.

OVERALL TARGET ACHIEVEMENT RATE AND PAYOUT AMOUNT

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	150.0	85.2	78.4	117,600
CFO	100,000					78,400
COO	100,000					78,400

b) Long-Term Incentive Plan

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 options on shares

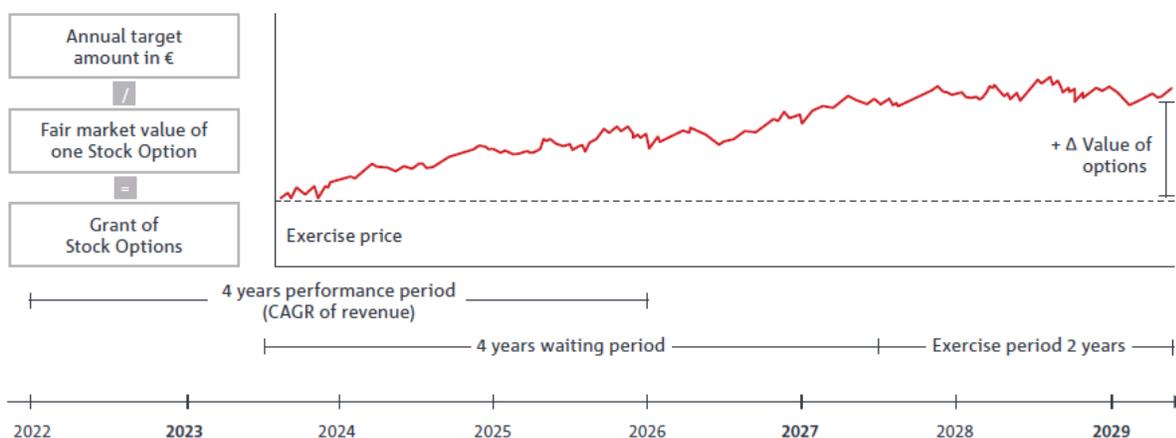
in Delivery Hero SE are granted annually (Stock Options). The appropriateness of the annual Target Amount for the LTIP is reviewed annually and adjusted if necessary. In the event of extraordinary, unforeseeable developments, the Supervisory Board can set a cap in accordance with Section 87 para. (1) sent. 3 AktG to ensure the appropriateness of the compensation.

To calculate the number of 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 (compound annual growth rate) 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 year of grant date of the Stock Options and lasts for three further years from the grant date.

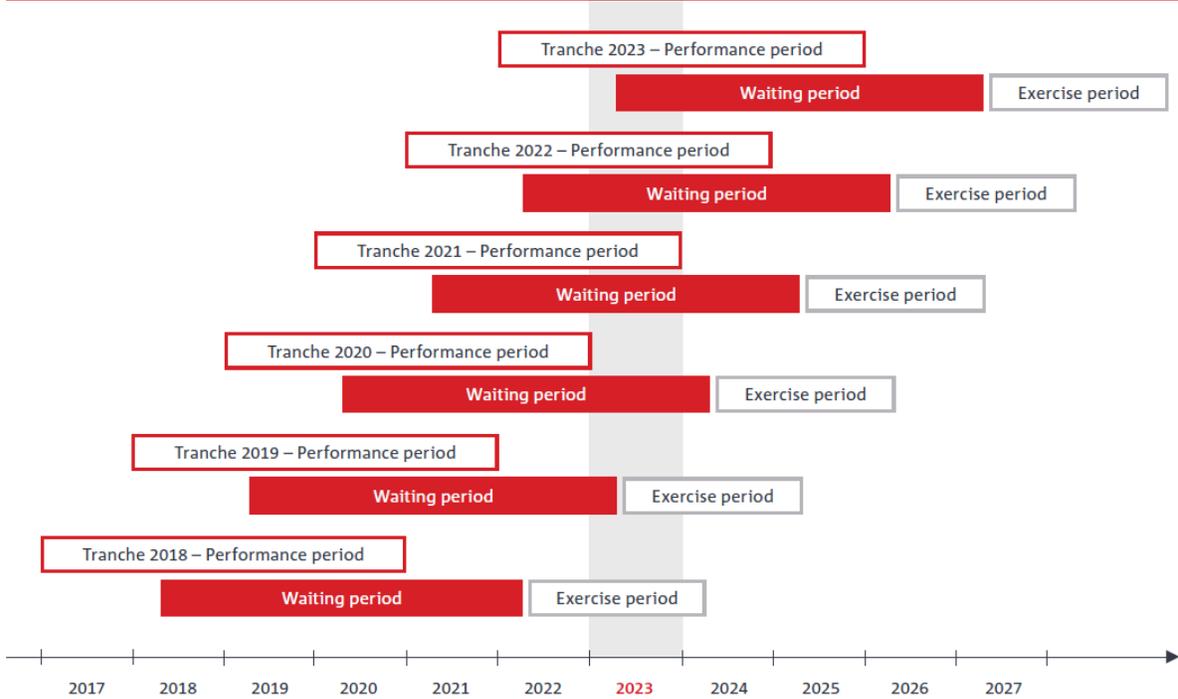
The Stock Options under the LTIP can also be exercised only during the exercise windows specified by the Company. In the two-year exercise period following the expiration of the waiting period, there are two to four exercise windows each year. The exercise price per Stock Option corresponds to the volume-weighted 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 2023

The exercise period of the LTIP tranche 2019 started in financial year 2023. Furthermore, the waiting period of the Tranche 2019 and the performance period of the Tranche 2021 of the LTIP ended. The following figure illustrates the outstanding Tranches of LTIP including the respective performance period, waiting period, and exercise period:

OUTSTANDING LONG-TERM INCENTIVE PLAN (LTIP)-TRANCHES



For Tranche 2019, whose waiting period ended within financial year 2023, 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 2018-2021, the Stock Options can be exercised completely within the subsequent two-year exercise period starting in financial year 2023 (provided that the share price at the time of exercise is above the exercise price of the option).

For the Tranche 2020, the performance period ended with financial year 2022. The waiting period ended in May of financial year 2024. The Supervisory Board set the same performance target for the Tranche 2020 as for the Tranche 2019, 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 2019-2022. Therefore, the Stock Options from the Tranche 2020 can be exercised completely after the end of the waiting period at the beginning of the exercise period in financial year 2024.

The following table shows the revenue growth and the CAGR for the Tranche 2021, whose performance period has ended in financial year 2023 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	2023	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%	9%	20%	52%
Tranche 2022					90%	32%	9%	20%	–
Tranche 2023						32%	9%	20%	–

¹The 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%.

c) Overview of granted and exercised Stock Options

In financial year 2023, the Tranche 2023 of the LTIP was granted to the members of the Management Board. For Niklas Östberg, Stock Options in the amount of € 4.0 million were granted under the LTIP. Emmanuel Thomassin and Pieter-Jan Vandepitte were granted Stock Options in the amount of € 1.85 million. The Stock Options granted in 2023 can be exercised in financial year 2027 at the earliest.

During financial year 2023, no Stock Options previously granted in connection with Management Board activities were exercised by members of the Management Board.

The two following tables show the number of Stock Options granted to and exercised by the members of the Management Board in financial year 2023 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	
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	9.49	147,637	36.64	01/2018-12/2021	05/2019-05/2023	05/2023-05/2025	
	Niklas Östberg	703		74,032					
	Emmanuel Thomassin	750		73,818					
	Emmanuel Thomassin	351		37,015					
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					
LTIP Tranche 2021	Niklas Östberg	4,000	38.69	103,385	115.02	01/2020-12/2023	05/2021-05/2025	05/2025-05/2027	
	Emmanuel Thomassin	1,850		47,815			05/2021-05/2025	05/2025-05/2027	
	Pieter-Jan Vandepitte	1,850		45,066			115.31	06/2021-06/2025	06/2025-06/2027
	Niklas Östberg	4,000		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		155,201					
	Niklas Östberg	4,000		525,624					34.41
LTIP Tranche 2023	Emmanuel Thomassin	1,850	7.61	243,101	34.41	01/2022-12/2025	06/2023-06/2027	06/2027-06/2029	
	Pieter-Jan Vandepitte	1,850		243,101					

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	
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		n/a – no exercise of options			221,669	
	Emmanuel Thomassin		0	110,883					110,883	
LTIP Tranche 2020	Niklas Östberg	100%	0	88,987						
	Emmanuel Thomassin		0	41,156						Exercise of the LTIP Tranche 2020 possible when exercise period starts in 2024
LTIP Tranche 2021	Niklas Östberg	100%	0	103,385						
	Emmanuel Thomassin		0	47,815						Exercise of the LTIP Tranche 2021 possible when exercise period starts in 2025
	Pieter-Jan Vandepitte		0	45,066						
LTIP Tranche 2022	Niklas Östberg	Target achievement determined after end of performance period of LTIP Tranche 2022 on 31.12.2024								
	Emmanuel Thomassin									Exercise of the LTIP Tranche 2022 possible when exercise period starts in 2026
	Pieter-Jan Vandepitte									
LTIP Tranche 2023	Niklas Östberg	Target achievement determined after end of performance period of LTIP Tranche 2023 on 31.12.2025								
	Emmanuel Thomassin									Exercise of the LTIP Tranche 2023 possible when exercise period starts in 2027
	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-competition obligation. Other compensation earned during the term of the non-competition 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 Tranche ends, the Stock Options 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 Stock Options 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 Stock Options 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 Stock Options.

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

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, the Supervisory Board determined a maximum compensation under the compensation system applicable in financial year 2023 that 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 aforementioned 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 in the period from the aforementioned approval of the compensation system on June 16, 2021 until December 31, 2023, the Supervisory Board does not apply the maximum compensation to such Management Board service agreements which were in effect in 2023. 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

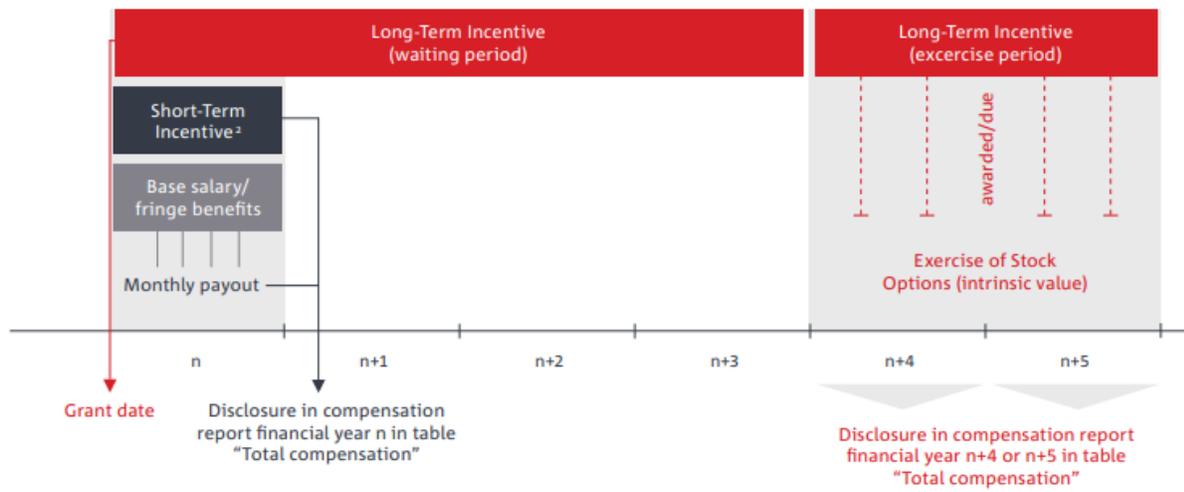
period of the LTIP tranche granted in the year in which the maximum compensation takes effect. Due to the new entries into service agreements with the members of the Management Board of Delivery Hero SE with effect from January 1, 2024, the Supervisory Board applies the maximum compensation for the first time to these service agreements newly entered into. The new entries into the service agreements were carried out for the purpose of the first-time implementation of the new compensation system for the members of the Management Board adopted by the Supervisory Board in financial year 2023 (see B. Essential Developments above).

F. COMPENSATION OF THE MANAGEMENT BOARD IN 2023

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 2023, are disclosed in the table "Total compensation of the Management Board". For performance-based compensation, exercised Stock Options 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 2023 and 2022 the individualized Management Board members’ compensation awarded and due:

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

	Niklas Ostberg CEO				Emmanuel Thomassin CFO			
	2023		2022		2023		2022	
	in kEUR	in %	in kEUR	in %	in kEUR	in %	in kEUR	in %
Base salary	350	71%	350	73%	350	82%	350	84%
Fringe benefits	25	5%	25	5%	0	0%	0	0%
Short-Term Incentive ¹	118	24%	102	21%	78	18%	68	16%
Sum	493	100%	477	100%	428	100%	418	100%
Long-Term Incentive Plan	0	0%	0	0%	0	0%	0	0%
LTIP	0	0%	0	0%	0	0%	0	0%
Total compensation	493	100%	477	100%	428	100%	418	100%

	Pieter-Jan Vandepitte COO (since 03.05.2021)			
	2023		2022	
	in kEUR	in %	in kEUR	in %
Base salary	350	82%	350	84%
Fringe benefits	0	0%	0	0%
Short-Term Incentive ¹	78	18%	68	16%
Sum	428	100%	418	100%
Long-Term Incentive Plan	0	0%	0	0%
LTIP	0	0%	0	0%
Total compensation	428	100%	418	100%

¹ Final payment amount after assessment of target achievement.

The total compensation of the Management Board includes all compensation of financial year that relate to Management Board activities.

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 2023.

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

On June 16, 2021, 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

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

following.

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).

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 2023

The table below states the relative proportion together with the individual values of the total compensation for the Supervisory Board for financial years 2023 and 2022:

TOTAL COMPENSATION OF THE SUPERVISORY BOARD

	Fixed salary		Committee compensation		Total compensation			
	2023		2022		2023			
	in kEUR	in %	in kEUR	in kEUR	in %	in kEUR		
Dr Martin Enderle	150.0	43%	150.0	200.0	57%	200.0	350.0	350.0
Patrick Kolek	50.0	25%	50.0	150.0	75%	150.0	200.0	200.0
Jeanette L. Gorgas	25.0	17%	25.0	120.0	83%	120.0	145.0	145.0
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%	0.0	25.0	25.0
Dimitros Tsalousis ¹	25.0	100%	25.0	0.0	0%	0.0	25.0	25.0

¹ Employee representatives

In 2023, a total of € 7,469 (previous year: € 19.694) expenses were reimbursed or paid directly by the Company.

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 2023 and 2022. 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

	2023	2022	Change 2023/2022	Change 2022/2021	Change 2021/2020	Change 2020/2019	Change 2019/2018
	in kEUR	in kEUR	in %				
Management Board							
Niklas Östberg	492.6	477.0	3%	27%	-99%	1,692%	100%
Emmanuel Thomassin	428.4	418.0	2%	-96%	-14%	842%	58%
Pieter-Jan Vandepitte (since 03.05.2021)	428.4	418.0	2%	37%	n/a	n/a	n/a
Average	449.8	437.7	3%	-89%	-86%	1,388%	83%
Supervisory Board – current members							
Dr Martin Enderle	350.0	350.0	0%	5%	55%	30%	95%
Patrick Kolek	200.0	200.0	0%	5%	366%	0%	70%
Jeanette L. Gorgas (since 18.06.2020)	145.0	145.0	0%	16%	951%	n/a	n/a
Gabriella Ardbo Engarås (since 18.06.2020) ¹	45.0	45.0	0%	0%	392%	n/a	n/a
Nils Engvall (since 18.06.2020) ¹	25.0	25.0	0%	0%	210%	n/a	n/a
Dimitrios Tsaousis (since 02.11.2021) ¹	25.0	25.0	0%	508%	n/a	n/a	n/a
Average	131.7	131.7	0%	5%	120%	-52%	90%
Employees							
Average of Delivery Hero SE Germany (FTE) in % ²			12%	20%	10%		
Company Performance							
Net profit/loss in EUR million of DH SE	-3,745.3	-1,301.3	188%	-52%	150%	-341%	-6,465%
Net profit/loss in EUR million of DH Group	-2,304.7	-2,993.5 ³	-23%	173% ³	-22%	-711%	-645%
Revenue in EUR million	9,941.9	8,577.3	16%	46%	137%	96%	65%
Share price in EUR	25.0	44.8	-44%	-54%	-23%	80%	117%

¹ Employee representatives

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

³ Adjusted.

J. OUTLOOK FOR FINANCIAL YEAR 2024

Starting with financial year 2024, the new compensation system for the members of the Management Board will be applied.

COMPENSATION SYSTEM OF THE MANAGEMENT BOARD

Compensation system applicable in financial year 2023 (approved by the Annual General Meeting of May 16, 2021)	Compensation element	New compensation system (approved by the Annual General Meeting of June 14, 2023)
Non-performance-based components		
– Fixed compensation which is paid in twelve monthly installments	Base salary	– Fixed compensation which is paid in twelve monthly installments
– 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	– 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		
– Plan type: annual bonus – Performance period: one year – Performance criteria: ESG targets – 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)	– Plan type: (Virtual) Restricted Stock Units – Performance period: one year – Waiting period: two years – Performance criteria: Growth, Profitability and ESG targets – 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
– 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)	– Plan type: (Virtual) Performance Share Plan – Performance period: four years – Waiting period: four years – Performance criteria: – Relative Total Shareholder Return – Cumulative operating Cashflow – Cap: 150% of the target amount – Payout in cash or shares after four years

COMPENSATION SYSTEM OF THE MANAGEMENT BOARD (CONTINUATION FROM PREVIOUS PAGE)

Compensation system applicable in financial year 2023 (approved by the Annual General Meeting of May 16, 2021)	Compensation element	New compensation system (approved by the Annual General Meeting of June 14, 2023)
Further contractual components		
– Full or partial reduction / repayment of variable compensation in case of material compliance breaches or in the event of an incorrect consolidated financial statements	Malus and clawback	– Full or partial reduction / repayment of variable compensation in case of material compliance breaches or in the event of an incorrect consolidated financial statements
– Chief Executive Officer: € 12,000,000 – Ordinary Board Members: € 9,000,000	Maximum compensation	– Chief Executive Officer: € 12,000,000 – Ordinary Board Members: € 9,000,000
– 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	– In line with GCGC recommendation limited to the total compensation of two years, but not more than the remaining term of the service agreement

Compared to the previous compensation system, in the new compensation system the short-term variable compensation (Short-Term Incentive or STI) consists of annually allocated virtual shares in the form of restricted stock units with a one-year performance period and a two-year waiting period. Compared to the previous compensation system, the performance criteria also include growth and profitability targets in addition to ESG targets. The performance criteria are set by the Supervisory Board before the beginning of each financial year. 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 the Company.

Compared to the previous compensation system, in the new remuneration system the long-term variable remuneration (Long-Term Incentive or LTI) consists of a (virtual) performance share plan with a four-year term. Compared to the previous compensation system, the performance criteria include relative total shareholder return and cumulative operating cash flow. The allocation under the LTI is made in the form of virtual shares (performance shares), which are settled in cash or shares of the Company at the end of the contractual four-year waiting period.

Compared to the previous compensation system, under the new compensation system the target achievement is limited to a maximum value (cap) not only under the STI but also under the LTI.

As under the previous compensation system, the Supervisory Board has set a maximum compensation under the new compensation system in accordance with section 87a AktG, 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 € 12 million and for the ordinary members of the Management Board € 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.

In accordance with the statutory requirements, the Supervisory Board will apply the maximum compensation for the first time to the service agreements of the Management Board members as newly entered into with effect from January 1, 2024 in connection with the new compensation system for the members of the Management Board.

Berlin, April 23, 2024

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, 2023, and the income statement for the financial year from January 1 to December 31, 2023, 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 annex to the combined management report along with the related disclosures, which is referred to by qualified reference, for the financial year from January 1 to December 31, 2023.

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, 2023, and of its financial performance for the financial year from January 1 to December 31, 2023, 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 the 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 judgment, were of most significance in our audit of the annual financial statements for the financial year from January 1 to December 31, 2023. 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, 2023, financial assets included shares in affiliated companies of EUR 6,420.4 million and loans to affiliated companies of EUR 1,184.5 million. This amounts to 81.8 % 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. 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 based on a range of assumptions that require judgment. This includes in particular the assumptions for achieving the estimated surplus cash flows during the 5-year planning horizon as well as in a sustainable state, and the long-term growth rates of revenue and adjusted EBITDA for each individual group company as well as the discount rates used.

The Company recognized impairment losses on shares in and loans to affiliated companies of EUR 2,852.0 million in financial year 2023.

There is the risk for the financial statements that the recognition of impairment losses is insufficient and that the shares in and loans to affiliated companies are therefore not recoverable.

OUR AUDIT APPROACH

On the basis of information obtained during the course of our audit, we initially assessed for which shares in and loans to affiliated companies there is an indication of need for impairment. With the involvement of our valuation experts, we then assessed the appropriateness of significant assumptions and the valuation method used by the Company. For this purpose, we discussed the estimated surplus cash flows during the 5-year planning horizon as well as in a sustainable state and the assumed long-term growth rates of revenue and adjusted EBITDA for individual group companies selected on the basis of risk as well as the discount rates used with those responsible for planning.

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. We also reconciled the Company's overall budget with external market analyses. We also used external market data and analyst estimates to assess the measurements of individual group companies based on elements selected according to risk criteria.

We evaluated the accuracy of the Company's previous forecasts by comparing selected budgets of previous financial years with actual results and by analyzing deviations.

With the involvement of our valuation experts, we compared the assumptions and data underlying the discount rate, in particular the risk-free rate, company-specific risk premiums such as country risks, and the beta coefficient, with our own assumptions and publicly available data.

To assess the methodically and mathematically correct implementation of the valuation method, we verified the Company's valuations using our own calculations and analyzed deviations with the involvement of our valuation experts. In order to take account of forecast uncertainty, we also investigated the impact of possible changes to the capitalization rate within ranges as well as for individual group companies selected on the basis of risk based on long-term revenue targets and adjusted EBITDA margins on the fair value by calculating alternative scenarios and comparing them with the Company's measurements.

OUR OBSERVATIONS

The underlying valuation method used for the impairment testing of shares in and loans to affiliated companies is appropriate and in line with the applicable accounting policies.

The assumptions and data used by the Company for measurement 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, and
- information extraneous to management reports and marked as unaudited.

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 audit 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 “2024-04-23 10-15-17 - DeliveryHeroSE-20241231-DE.zip” (SHA256-hash value: ff3b28d4e1a0b400eab9c134932fdc77ae95160cb10cee86ea419bd7de4df79e) 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, 2023 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 QMS 1 (09.2022)).

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 summarized 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 14, 2023. We were engaged by the Supervisory Board on August 8, 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 23, 2024

KPMG AG
Wirtschaftsprüfungsgesellschaft

[signature] Lucas
Wirtschaftsprüfer
[German Public Auditor]

[signature] Heidgen
Wirtschaftsprüfer
[German Public Auditor]

3. Report of the Management Board on the authorizations of the Management Board to exclude subscription rights pursuant to Section 203 para. 2 sentence 2 in conjunction with Section 186 para. 4 sentence 2 AktG mentioned under agenda items 7 and 8

The Management Board and Supervisory Board propose to create a new Authorized Capital 2024/I under agenda item 7 for the purpose of employee participation and a new Authorized Capital 2024/II under agenda item 8 for the purpose of Management Board participation, in each case with the possibility of excluding subscription rights.

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

The Management Board and the Supervisory Board consider it appropriate to create an authorization to issue shares of Delivery Hero SE to employees of Delivery Hero SE, members of the management bodies and employees of companies affiliated with the Company or to members of the Management Board of Delivery Hero SE (or in each case to companies whose direct sole beneficial and legal owner is the aforementioned persons) within the framework of a new Authorized Capital 2024/I and a new Authorized Capital 2024/II, excluding subscription rights.

The authorizations to exclude subscription rights proposed under agenda item 7 and agenda item 8 can be used to generate shares to service the entitlements of employees and Management Board members under the Company's participation programs. As part of these long-term or

short-term participation programs, virtual options in the form of restricted stock units are granted to employees of the Company as well as to members of the management and employees of companies affiliated with the Company within the meaning of Section 15 AktG, as well as performance shares to members of the Management Board (or their respective investment vehicles). These virtual options entitle the program participants to a cash payment to be determined on the basis of the share price of Delivery Hero SE shares after the expiry of certain waiting and/or vesting phases (vesting) and, in the case of Management Board members, depending on the achievement of certain performance targets. However, the Company (or, if the Management Board is affected, the Supervisory Board) has the right to choose to satisfy this payment claim of the program participant by delivering shares in the Company in return for a (non-cash) contribution of the payment claim. By delivering shares, the program participants can participate in the success of the Company and thus achieve a corresponding incentive effect beyond the payment date.

It is common practice both nationally and internationally to offer a Company's employees and Management Board members performance incentives that strengthen their long-term loyalty to the Company. The Management Board and Supervisory Board are convinced that a participation program is necessary to ensure that the Company remains attractive for qualified employees and Management Board members in the future. Accordingly, the Company should be given the opportunity to offer employees and members of the Management Board a corresponding compensation component for the acquisition of shares. For tax reasons in particular, it should also be possible to issue shares to investment vehicles of the aforementioned persons. This is intended to further increase the Company's attractiveness in the competition for qualified managers and employees. In particular, the possibility of acquiring shares as part of an incentive program is intended to create a special performance incentive based on the value of the Company, which is reflected in the Company's (increasing) share price. The interests of the persons remunerated in this way are therefore - like the interests of the shareholders - directed towards increasing the value of the Company. This also benefits the shareholders through the positive effects on the share price of Delivery Hero SE. The aforementioned persons can participate in the increasing Company value through the opportunity to acquire shares.

In such a case, the possible scope of a capital increase from the Authorized Capital 2024/I to service employee participation programs will be limited to EUR 12,570,944.00 and the scope of a

capital increase from the Authorized Capital 2024/II to service participation programs of the Management Board will be limited to EUR 800,000.00. The Management Board and Supervisory Board consider this to be appropriate. In relation to the creation of the new Authorized Capital 2024/I, the Conditional Capital 2017/II, the Conditional Capital 2019/II and the Conditional Capital 2021/II are to be partially canceled and the Authorized Capital 2021 is to be fully canceled.

Utilization of the authorization

Corresponding anticipatory resolutions with the option to exclude subscription rights are common practice both nationally and internationally. The approval of the Supervisory Board is required for the cases of exclusion of subscription rights proposed here. The Management Board will also carefully examine in each case whether the use of Authorized Capital 2024/I and Authorized Capital 2024/II is in the interests of the Company; in particular, it will also examine whether any exclusion of subscription rights is objectively justified in individual cases. The Management Board will report to the next Annual General Meeting on each use of the authorizations.

The written report of the Management Board pursuant to Section 203 para. 2 sentence 2 in conjunction with Section 186 para. 4 sentence 2 AktG on the authorizations of the Management Board to exclude shareholders' subscription rights in connection with the resolution on agenda item 7 and agenda item 8 will be made available to shareholders from the time the Annual General Meeting is convened at

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

and will also be available on the Company's website during the Annual General Meeting.

4. Annex to agenda item 13 - Description of the compensation system for the members of the Supervisory Board

I. Review of the current compensation of the Supervisory Board

The compensation of the members of the Supervisory Board of Delivery Hero SE has remained unchanged since its approval by the 2021 Annual General Meeting. In contrast, the demands on the Supervisory Board members, the time commitment and the complexity of the supervisory tasks have increased significantly in the last years.

This development was taken as an opportunity to review the Supervisory Board compensation of Delivery Hero SE with the support of an independent external corporate governance consultant. As part of the review of Delivery Hero SE's Supervisory Board compensation, DAX and MDAX companies were used as a comparison group.

Due to the small size of Delivery Hero SE's Supervisory Board, the work intensity for the Supervisory Board members and the number of required Supervisory Board and committee meetings are higher in comparison to other companies in similar markets. In order to continue to ensure competitive and attractive Supervisory Board compensation in the competition for qualified candidates, an adjustment of the compensation for the Supervisory Board of Delivery Hero SE is deemed appropriate. Such adjustment is in line with regulatory requirements and common market practice and reflects the increased demands on time and work requirements of Supervisory Board members, in particular the chair of the Supervisory Board and the committee members, as a result of stricter regulation, disruptive changes in business models, increasing responsibility and the significant expansion of business operations, including geographically.

The revised compensation system and the main changes compared to the previous compensation system are presented in detail below.

II. Significant changes to the compensation of the Supervisory Board

The main changes to the compensation system of the Supervisory Board of Delivery Hero SE are as follows:

		Current SB compensation	Revised SB compensation
Fixed base compensation		- EUR 25,000	- EUR 50,000
Differentiation		- 6 : 2 : 1	- 4 : 2 : 1
Committee	Audit Committee Compensation Committee Strategy Committee	- EUR 80,000 Chairman - EUR 40,000 Deputy Chairman - EUR 20,000 <u>Ordinary</u> Member	- EUR 80,00 Chairman - EUR 40,000 Deputy Chairman - EUR 20,000 <u>Ordinary</u> Member
	Nomination Committee	- EUR 40.000 Chairman - EUR 20.000 Deputy Chairman - EUR 10.000 <u>Ordinary</u> Member	
Fringe Benefits		- <u>Expenses & VAT reimbursement</u> - D&O-Insurance	- <u>Expenses & VAT reimbursement</u> - D&O-Insurance

In order to ensure that Supervisory Board compensation remains competitive and attractive in the international competition for qualified candidates, the fixed compensation of Supervisory Board members shall be increased from EUR 25,000.00 to EUR 50,000.00. The deputy chair of the Supervisory Board will receive EUR 100,000.00 (previously EUR 50,000.00) and the chair of the Supervisory Board EUR 200,000.00 (previously EUR 150,000.00), whereby such differentiation will be more in line with market practice.

In addition, the level of committee compensation will be standardized by raising the compensation of the Nomination Committee to the same level as the compensation of the other committees.

No further changes will be made. The regulations on expenses and VAT as well as the applicable D&O insurance remain unchanged.

III. Principles of the compensation system

The compensation system for Supervisory Board members is based on the statutory requirements and takes into account the recommendations and suggestions of the German Corporate Governance Code (GCGC). Delivery Hero SE constantly pursues a long-term perspective in its entrepreneurial activities. The aim is to create added value in the course of continuous further development - for shareholders, employees, customers and the company itself.

The Supervisory Board advises and monitors the Management Board and is closely involved in important operational and strategic corporate management issues. The compensation of the Supervisory Board is also decisive for facilitating its effective work. Compensation should be commensurate with the tasks of the Supervisory Board members and the economic situation of the company (see Section 113 para. (1) sentence 3 AktG) and should also ensure that membership of the company's Supervisory Board is appealing to suitable candidates in view of national and international competition. Appropriate Supervisory Board compensation in line with market standards thus promotes the business strategy and long-term development of Delivery Hero SE.

The task of the Supervisory Board is to monitor and advise the Management Board, which is responsible for managing the Company and conducting its business. The members of the Supervisory Board should be appropriately compensated for carrying out their mandate. To this end, the structure and amount of the compensation should reasonably take into account the

office requirements, the associated tasks, the time required to perform these tasks, as well as the responsibility of the Supervisory Board members towards the Company.

The compensation of the Supervisory Board should be attractive and competitive in order to attract and retain qualified candidates with valuable, industry-specific knowledge for the Supervisory Board of Delivery Hero SE. This is intended to ensure that the Supervisory Board continues to monitor and advise the Management Board in the best way possible. Competitive compensation is also intended to support the best possible fulfillment of the skills profile determined by the Supervisory Board.

IV. Determination, implementation and review of the compensation system in accordance with Section 87a para. (1) sentence 2 no. 10 AktG

The compensation system for the Supervisory Board of Delivery Hero SE and the specific compensation of the Supervisory Board members are set out in Section 15 of the Articles of Association. The Annual General Meeting is responsible for passing resolutions on the compensation of Supervisory Board members at least every four years in accordance with Section 113 para. (3) sentence 1 AktG. The proposal by the Supervisory Board to the Annual General Meeting regarding the compensation of the Supervisory Board is prepared by the Compensation Committee in accordance with the rules of procedure of the Supervisory Board. A material change to the compensation system set out in the Articles of Association and the compensation of Supervisory Board members requires a simple majority of votes at the Annual General Meeting, in accordance with Section 179 para. (2) sentence 2 AktG in conjunction with Section 20 para. (2) of the Articles of Association.

At the proposal of the company's Management Board and Supervisory Board, the Annual General Meeting decides on the compensation system for the Supervisory Board. The Management Board and Supervisory Board will regularly and continuously review the compensation of the Supervisory Board members and submit it to the Annual General Meeting for resolution at least every four years in accordance with Section 113 para. 3 sentences 1 and 2 AktG, whereby such resolution may also be confirmatory only. In accordance with Section 113 para. (3) sentence 6 in conjunction with Section 120a para. (3) AktG, in the event that the Annual General Meeting does not approve the compensation system, a revised compensation system must be presented for resolution at the latest at the company's next Annual General Meeting.

The Management Board and Supervisory Board, and in particular the Compensation Committee, continuously review the Supervisory Board compensation determined by the Annual General Meeting for compatibility with any new legal requirements, the recommendations and suggestions of the GCGC, as amended, the expectations of the capital market and evaluate the adequacy of such compensation. If the Management Board and Supervisory Board identify a need for change in this regard, they develop an adjusted compensation system and submit this to the Company's Annual General Meeting for approval. If necessary, an external and independent compensation consultant is consulted.

It is in the nature of things that the Supervisory Board acts on its own behalf by proposing resolutions to the Annual General Meeting on the determination of Supervisory Board compensation. However, this is in line with the procedure stipulated by the German Stock Corporation Act. Nonetheless, the decision on the compensation of the Supervisory Board itself is ultimately the responsibility of the Annual General Meeting. Conflicts of interest in the revision of the compensation system are therefore ruled out by the ultimate and sole decision-making authority of the Annual General Meeting. In addition, subject to the statutory requirements, shareholders have the opportunity to place the compensation system and the compensation of Supervisory Board members, including any proposed amendments, on the agenda of an Annual General Meeting in accordance with Section 122 AktG or to submit corresponding (counter) motions to the resolutions proposed by the Management Board and Supervisory Board in accordance with Section 126 AktG.

V. Presentation of the compensation system and compensation components

The following description relates to the compensation of the Supervisory Board on the basis of Section 15 of the Articles of Association, taking into account the new version of Section 15 of the Articles of Association proposed under agenda item 13 of the Annual General Meeting on June 19, 2024.

The existing compensation system in accordance with Article 15 of the Articles of Association and the new compensation system based on the amended Article 15 of the Articles of Association apply to both the shareholder and employee representatives on the Supervisory Board.

1. Compensation components

The members of the Supervisory Board receive purely function-related fixed compensation. According to the compensation system, the fixed compensation of Supervisory Board members is increased depending on any additional office or function held in the Supervisory Board and/or its committees. There is no provision for performance-related compensation or financial or non-financial performance criteria. This takes into account the independent control and advisory function of the Supervisory Board, which is not focused on the short-term success of the company but rather on its long-term development. The extent of the workload and liability risks of the Supervisory Board members do not develop in parallel with the business success of the company or the company's earnings situation. Rather, it is precisely in difficult economic times, when variable compensation components decline, that Supervisory Board members are required to perform their advisory and monitoring function more intensively.

The adjusted compensation system for the members of the Supervisory Board in accordance with Article 15 of the Articles of Association as proposed under agenda item 13 of the Annual General Meeting on June 19, 2024, can be summarized as follows

Fixed base compensation		
Chairman EUR 200,000	Deputy Chairman EUR 100,000	Ordinary Member EUR 50,000
Committee Compensation		
Chairman EUR 80,000	Deputy Chairman EUR 40,000	Ordinary Member EUR 20,000
Fringe benefits		
<ul style="list-style-type: none">- Reimbursement of expenses (incl. VAT) and VAT on compensation/expenses- D&O liability insurance		

a) Base compensation

According to the proposed compensation system, the annual basic compensation for each ordinary member of the Supervisory Board is EUR 50,000.00, for the chair of the Supervisory Board EUR 200,000.00 and for the deputy chair EUR 100,000.00. The respective amount of the fixed compensation takes into account the specific function and responsibility of the members of the Supervisory Board. In particular, following the recommendation G.17 of the GCGC, due to the increased time requirements, is deemed appropriate to grant a corresponding additional compensation to the chair and deputy chair of the Supervisory Board. No additional attendance fee is paid.

b) Committee compensation

Experience has shown that membership of Supervisory Board committees involves a considerably higher amount of preparation and work, both qualitatively and quantitatively, than mere membership of the (full) -Supervisory Board. This justifies higher additional committee compensation for ordinary members, the chair and deputy chair of committees. For this reason, the Management Board and Supervisory Board consider a correspondingly staggered additional committee compensation to be appropriate.

In the case of the additional committee compensation for the chair and deputy chair of committees and membership of committees, identical compensation is granted to ordinary committee members, committee chairs and deputy committee chairs without differentiation according to the type of committee.

The Company's Supervisory Board currently has a total of four committees: the Audit Committee, Compensation Committee, Strategy Committee and Nomination Committee. Ordinary members receive an annual compensation of EUR 20,000.00, the deputy chair EUR 40,000.00 and the committee chair EUR 80,000.00. No additional compensation is paid for ordinary membership of a committee in the case of simultaneous committee chairship or deputy committee chairship.

2. Contribution of the compensation to the promotion of the business strategy and long-term development in accordance with Section 87a para. 1 sentence 2 no. 2 AktG

The compensation of Supervisory Board members at the company consists exclusively of a fixed compensation and thus follows recommendation G.18 of the GCGC and the recommendation of most investors and proxy advisors as well as the predominant practice of DAX and MDAX companies. This practice corresponds to the Board's function as an independent advisory and

supervisory body. From the perspective of the Management Board and Supervisory Board, purely fixed, non-performance-related compensation, without linking the compensation to the company's performance, is appropriate for the function of an advisory and supervisory body. At the same time, the compensation system also incentivizes the Supervisory Board members to actively support the implementation of the business strategy by appropriately taking into account the greater time commitment of the chair, who according to recommendation G.17 of the GCGC must be particularly closely involved in the discussion of strategy, business development, risk situation, risk management and compliance, as well as the time commitment of the deputy chair of the Supervisory Board and the committee members.

3. Due date; pro rata payment

All compensation and expense claims of the members of the Supervisory Board for a specific financial year are due for payment after the end of the respective financial year.

Supervisory Board members who hold their office in the Supervisory Board or in a committee of the Supervisory Board or who hold the office as chair or deputy chair of the Supervisory Board or of a committee of the Supervisory Board only during a part of the financial year shall receive a corresponding portion of the compensation calculated on a daily (pro rata temporis) basis.

4. Reimbursement of expenses

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

5. D&O insurance

The members of the Supervisory Board are included in a reasonable financial loss liability insurance policy for board members maintained by the Company in its interests, insofar as such a policy exists. The Company pays the premiums for such insurance.

6. No variable compensation and no compensation-related legal transactions

As the compensation of the Supervisory Board is set out directly in the Articles of Association, no compensation-related legal transactions are concluded with the members of the Supervisory Board in accordance with Section 87a para. (1) sentence 2 no. 8 AktG. Furthermore, the

compensation system does not include any promises of dismissal compensation or pension and early retirement arrangements.

As the compensation system does not include any variable compensation components, there is no disclosure of the relative proportion of fixed and variable compensation components within the meaning of Section 87a para. (1) sentence 2 no. 3 AktG. Furthermore, disclosures pursuant to Section 87a para. (1) sentence 2 no. 4, 6, 7 AktG do not apply.

VI. Inclusion of the compensation and employment conditions of employees in accordance with Section 87a para. (1) sentence 2 no. 9 AktG

A legally binding link is not enshrined in the Articles of Association, does not correspond to the functional diversity of the non-operational Supervisory Board and would unduly restrict the shareholders' freedom to decide on the compensation of the Supervisory Board.

5. Supplementary information on the Supervisory Board candidate for agenda item 15 in accordance with Section 125 para. (1) sentence 5 AktG and the German Corporate Governance Code in the version dated April 28, 2022

SHAREHOLDER REPRESENTATIVES

Scott Ferguson

Personal data

Date of birth: March 28, 1974

Nationality: US-American

Résumé

Scott Ferguson, born on March 28, 1974, graduated with a Bachelor of Arts degree (B.A) in Public Policy from the Stanford University in Stanford, USA in 1996. He later earned his Master of Business Administration degree (MBA) at the Harvard Business School in Boston, USA in 2003.

Scott Ferguson started his career as business analyst at McKinsey & Company in 1996. In 1999, he joined American Industrial Partners as vice president followed by a position as analyst and investment partner at Pershing Square Capital Management from 2003 to 2012.

In 2012, Scott Ferguson founded Sachem Head Capital Management LP and is its managing partner and portfolio manager.

In addition, he has profound experience as former member of the board of directors in various sectors, including manufacturing, pharmaceutical industry, software and food.

Mandates in other statutory supervisory boards within the meaning of Section 125 para. (1) sentence 5 half-sentence 1 AktG

- None.

Mandates in comparable domestic and foreign supervisory bodies of commercial enterprises within the meaning of Section 125 para. (1) sentence 5 clause 2 AktG

- None.

Other activities

- Sachem Head Capital Management LP (managing member).

In the opinion of the Supervisory Board, Scott Ferguson does not have any personal or business relationships with Delivery Hero SE, its group companies, the Company's executive bodies or a shareholder with a material interest in the Company that must be disclosed in accordance with Recommendation C. 13 GCGC.

In the opinion of the Supervisory Board, the candidate is to be considered independent within the meaning of the German Corporate Governance Code.

III. ADDITIONAL INFORMATION AND NOTES

1. Total number of shares and voting rights

At the time the Annual General Meeting is convened, the Company's share capital amounts to EUR 274,147,217.00 and is divided into 274,147,217 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 274,147,217. It should be noted that the Company directly and indirectly holds 21,223 treasury shares at the time the Annual General Meeting is convened, which do not entitle the Company to any 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 statutory regulation in Section 118a of the German Stock Corporation Act (AktG) leads to some modifications in the conduct of the Annual General Meeting and the exercise of shareholders' rights compared to an Annual General Meeting held in person. We therefore ask you to 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 statements, the right to submit motions, the right to vote, the right to speak, the right to information and the right to object.

The Management Board of Delivery Hero SE has decided on the basis of Section 16 para. (4) of the Company's Articles of Association 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 (with the exception of the proxies appointed by the Company) is therefore excluded. The legislator considers the virtual format to be an equivalent alternative to a physical meeting. In deciding on the format of the Annual General Meeting, the Management Board has taken into account the rights and interests of the shareholders and the Company. In the past, the Company has found that it has been able to improve interaction with shareholders through the virtual format. The main advantages for shareholders are that it is easier for them to participate, and, in addition, the environmental impact of traveling is. Further, lower costs also speak in favor of the virtual format.

Shareholders and their proxies can follow the entire Annual General Meeting on **June 19, 2024, from 10:00 a.m. CEST*** with live video and audio by using the Investor Portal on the Internet at

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

follow. How to access the Investor Portal is described below in the section "Access to the Investor Portal and electronic connection to the Annual General Meeting" (see Section III.3). Shareholders or their proxies may exercise their voting rights by means of electronic communication by electronic postal vote or by granting power of attorney and issuing instructions to the proxies appointed by the Company.

**Unless expressly stated otherwise, all times stated in this invitation to the Annual General Meeting are 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 purposes of the virtual Annual General Meeting. Duly registered shareholders can connect to the Annual General Meeting electronically via the Investor Portal and follow the video and audio broadcast live from **10:00 a.m.** on the day of the Annual General Meeting and exercise shareholder rights by means of electronic communication. The Investor Portal can be accessed at the Internet address

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

(Online) access to the Investor Portal is gained by entering the shareholder number and the corresponding individual access data (PIN or access code), which will be sent to the shareholders entered in the share register together with the invitation. The necessary information on the procedure will be sent to the shareholders entered in the share register together with the invitation. Shareholders who are not entered in the share register until after the beginning of **May 29, 2024, 00:00 a.m.** will not receive any invitation documents or access data for the Investor Portal for the Annual General Meeting in accordance with the statutory requirements. However, they can request the invitation documents with the required shareholder number and the corresponding individual access data via the registration office listed below (see Section III.4).

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

If shareholders do not automatically receive the registration documents - for example, because they are not yet entered in the share register on the date relevant for dispatch - these will be sent to the shareholders concerned upon request. Such a request must be sent to one of the addresses of the registration office listed in Section II.4 below.

The Investor Portal is expected to go live on **May 14, 2024**.

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

In accordance with Section 17 of the Company's Articles of Association, shareholders who are entered in the share register and who have registered for the Annual General Meeting in due time are entitled to participate in the Annual General Meeting (i.e., to be electronically connected to the Annual General Meeting) and to exercise their voting rights. Registration must be received by **June 12, 2024, 24:00 hours (midnight)** at the latest, either electronically via the Investor Portal or at the registration office listed below

Delivery Hero SE

c/o Computershare Operations Center

80249 Munich

Germany

E-mail: anmeldestelle@computershare.de

("Registration Office"). For access to the Investor Portal, please refer to the information in Section III.3.

In relation to the Company, rights and obligations arising from shares only exist for and against the person entered in the share register in accordance with Section 67 para. (2) sentence 1 AktG. Accordingly, the number of voting rights to which a duly registered shareholder is entitled at the Annual General Meeting is determined by the entry status in the share register on the day of the Annual General Meeting. For technical reasons, however, no changes will be made to the share register in the period from **the end of June 12, 2024** (the "Technical Record Date") until the end of the Annual General Meeting on **June 19, 2024** (so-called "Registration Stop"). Therefore, the entry status of the share register on the day of the Annual General Meeting corresponds to the status after the last transfer on **June 12, 2024**. The Registration Stop does not block a sale of the shares. However, purchasers of shares whose applications for registration are received by the

Company after **12 June 2024** may not exercise voting rights and other shareholder rights arising from these shares unless they have themselves authorized to do so or are authorized to exercise such rights. In such cases, voting rights and other shareholder rights remain with the person entered in the share register until the change of registration. All purchasers of shares in the Company who are not yet entered in the share register are therefore requested to submit applications for change of registration in good time.

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

Voting rights are exercised by means of electronic communication through electronic postal vote (absentee vote) using the Investor Portal. Shareholders who are entered in the share register and have duly registered for the Annual General Meeting can cast their votes by electronic postal vote prior 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 behalf of shareholders on a businesslike basis may also use electronic absentee voting.

After proper registration for the Annual General Meeting, votes already cast by electronic postal vote may be cast and amended using the Investor Portal until the close of voting procedure during the Annual General Meeting on **June 19, 2024**. The exact time at which the option to cast or amend votes via the Investor Portal ends will be determined by the chair of the Annual General Meeting and pointed out in good time during the Annual General Meeting.

6. Procedure for voting by the proxies appointed by the Company

Shareholders may be represented by the Company's proxies in accordance with their instructions when exercising their voting rights. The timely and proper registration of shares by **midnight on June 12, 2024** is also required for the authorization of proxies.

The authorization of the proxies appointed by the Company and the issuing of instructions must be in text form (Section 126b German Civil Code (*BGB*)). Before and during the Annual General Meeting, you can also exercise your voting rights by granting power of attorney and issuing instructions to the Company's proxies via the Investor Portal of the Company accessible at

<https://ir.deliveryhero.com/agm>. Authorization via the Investor Portal is also possible on the day of the Annual General Meeting. You can also change or revoke any previously issued authorizations and instructions via the Investor Portal during the Annual General Meeting until the start of the voting procedure. The exact time at which the revocation or amendment option via the Investor Portal ends will be determined by the chair of the Annual General Meeting. He will point this out in good time during the Annual General Meeting.

In any case, please remember to register your shares by the deadline of **June 12, 2024, 24:00 hours (midnight)**.

Proxies may also be authorized and instructed outside of the Investor Portal. A corresponding proxy 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), the form must be received by the registration office named below by **June 18, 2024, 24:00 hours** (date of receipt) at the latest:

Delivery Hero SE
c/o Computershare Operations Center
80249 Munich
Germany
E-mail: anmeldestelle@computershare.de

The Company proxies may only vote on items on the agenda and on motions and election proposals for which they have been given instructions on how to exercise voting rights. The proxies must be granted power of attorney as well as explicit and clear instructions for exercising voting rights on each relevant agenda item. In the absence of explicit and clear instructions, the proxies will abstain from voting on the respective voting item. If an individual vote is held on an item on the agenda, any instructions issued in this regard shall apply to each individual sub-item. The proxies are obliged to vote as instructed. The proxies do not accept instructions to make speeches and requests for information, to submit motions and election proposals, to request the inclusion of questions in the minutes or to raise objections to resolutions of the Annual General Meeting.

7. Exercise of shareholder rights by proxy, procedure for voting by other proxies

Shareholders may also have their voting rights and other rights at the Annual General Meeting exercised by another proxy, e.g., a bank, a proxy advisor, a person who offers to exercise voting rights at the Annual General Meeting on behalf of shareholders or another third party. Authorized third parties cannot physically attend the Annual General Meeting either. Authorized third parties may only exercise their voting rights by electronic postal vote or by granting power of attorney and issuing instructions to the Company's proxies.

In the event that shareholders authorize more than one person, the Company is entitled to reject one or more of them in accordance with the relevant provisions (see Section 134 para. (3) sentence 2 of the German Stock Corporation Act, Article 10 para. (2) subpara. (2) sentence 2 of Directive 2007/36/EC of the European Parliament and of the Council of 11 July 2007 (*Shareholders' Rights Directive*)). Timely registration of shares is also required in the case of proxy voting.

The granting of a proxy, its revocation and proof of authorization to the Company must be made in text form (Section 126b BGB) if neither a bank, an intermediary, a shareholders' association, a proxy advisor or another person within the meaning of Section 135 para. 8 AktG is authorized. Shareholders can use the proxy form available on the Internet at <https://ir.deliveryhero.com/agm> to grant proxy. The proxy can be granted either directly to the proxy (in this case, proof of authorization must be provided to the Company in text form) or in text form or electronically via the Investor Portal, in each case to the Company.

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

The revocation of a previously granted power of attorney can also be made via the Investor Portal, irrespective of any other transmission channel permitted by law.

If a proxy is granted or proven or revoked by declaration to the Company outside the Investor Portal, this must be received by the above-mentioned registration office by **midnight on 18 June 2024** for organizational reasons.

On the day of the Annual General Meeting, proxies can only be submitted, amended or revoked using the Investor Portal. The authorization via the Investor Portal or its amendment or revocation must be made no later than the time specified by the chair of the meeting during voting.

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

Authorized third parties (with the exception of the proxies appointed by the Company) may also not physically attend the Annual General Meeting. They can only exercise the voting rights for shareholders they represent via electronic postal vote or by granting (sub)authorizations to the proxies appointed by the Company. In this respect, the above information applies accordingly.

The proxy requires individual access data to use the Investor Portal. Once the power of attorney has been granted to the Company or proof of a power of attorney has been provided to the proxy, the Company will provide the shareholder with the proxy's access data for forwarding to the proxy or will send the access data directly to the proxy.

Authorization should therefore be granted as early as possible to ensure that the authorized representative receives the access data in good time.

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

If an intermediary within the meaning of Section 67a para. (4) AktG is entered in the share register, it may only exercise voting rights for shares that it does not own on the basis of an authorization from the beneficial owner of the shares. The same applies to proxy advisors, shareholders' associations or other intermediaries covered by Section 135 of the German Stock Corporation Act or equivalent parties pursuant to Section 135 para. (8) of the German Stock Corporation Act.

8. Further information on exercising voting rights

If declarations regarding the casting, amendment or revocation of postal votes or authorizations and instructions to the proxies of the Company are received in due time by several means of transmission, these will always be considered to have priority in the following order, irrespective of the time of receipt: 1. electronically via the Investor Portal, 2. by e-mail and 3. by post, unless a declaration in due form and time has demonstrably been received later by another means of transmission.

Declarations that cannot be unequivocally attributed to a proper registration will not be taken into account. Votes or instructions on an agenda item that are not clearly recognizable will be counted as abstentions.

If shareholders have authorized a third party (with the exception of the Company's proxies), they may only exercise their shareholder rights at the Annual General Meeting, 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. In particular, the proper receipt of a postal vote or a power of attorney and instructions issued to the Company's proxies in text form by shareholders shall be deemed to be a revocation of the prior authorization of other third parties. If shareholders follow the Annual General Meeting exclusively live via the Investor Portal, this does not constitute a revocation of a previously granted authorization. Further information on the granting, amendment or revocation of proxies, in particular on the use of the Investor Portal, can be found on the Investor Portal at <https://ir.deliveryhero.com/agm>. If an individual vote is held on an agenda item instead of a collective vote, the postal vote cast on this agenda item or the instructions given to the Company's proxies will apply accordingly to each item of the individual vote. When exercising their shareholder rights in connection with the Annual General Meeting, in particular their voting rights, shareholders or their proxies should note that there may

be considerable delays in the delivery of documents in connection with the Annual General Meeting by post.

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 S. 2 and sentence 3 SE Regulation, Section 50 para. (2) SE Implementation Act (*SEAG*), Section 122 para. (2), Section 126 para. (1) and 4, Section 127, Section 130a, Section 131 para. (1), Section 118a para. (1) sentence 2 no. 8 in conjunction with Section 245 AktG)

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

Shareholders whose shares aggregately account for 5% of the share capital or a proportionate amount of EUR 500,000 (this corresponds to 500,000 shares) may request that items be added to the agenda and published in accordance with Section 122 para. (2) AktG.

The request must be addressed in writing to the Company's Management Board and must be received by the Company at least 30 days before the Annual General Meeting, i.e., by the end of May 19, 2024, 24:00 hours (midnight) at the latest.

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 (i.e., with a qualified electronic signature) by e-mail to:

hauptversammlung@deliveryhero.com

Each new item on the agenda must be accompanied by a statement of reasons or a draft resolution.

Additions to the agenda that are to be announced will be published in the Federal Gazette immediately after receipt of the request. They will also be published on the Company's website at

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

and will be 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 send 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 by e-mail to:

hauptversammlung@deliveryhero.com

Countermotions and election proposals addressed otherwise will not be considered.

Countermotions (including any justification) and election proposals to be made accessible that are received by the Company at the above address or e-mail address at least 14 days before the

Annual General Meeting - **i.e., no later than June 4, 2024, 24:00 hours** - will be published immediately on the Internet at <https://ir.deliveryhero.com/agm>, including the name of the shareholder, any justification to be made accessible and any statement by the management.

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

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 items on the agenda no later than five days before the meeting, not including the day of receipt and the day of the Annual General Meeting, i.e., by June 13, 2024, 24:00 hours.

The submission must be made in text form via the Investor Portal. Statements will not be translated by the Company. We request that the scope of statements be limited to an appropriate level to enable shareholders to properly review the statements. A maximum length of 10,000 characters should serve as a guidance.

The Company will make the statements available to the registered shareholders or their proxies in the Investor Portal by no later than four days before the meeting, **i.e., by June 14, 2024, 24:00 hours** (midnight), stating the name of the submitting shareholder. Statements may not be made accessible if they contain more than 10,000 characters (including spaces), are offensive, criminally relevant, obviously false or misleading or if the shareholder indicates that they will not attend the Annual General Meeting and will not be represented (Section 130a para. (3) sentence 4 in conjunction with Section 126 para. (2) sentence 1 no. 1, no. 3 or no. 6 AktG).

Motions and nominations, questions and objections to resolutions of the Annual General Meeting submitted in text form will not be considered at the Annual General Meeting; the submission of motions and nominations, the exercise of the right to information and the filing of objections to resolutions of the Annual General Meeting are only possible in the ways described separately in this invitation. In particular, the opportunity to submit statements does not constitute an opportunity to submit questions (in advance) in accordance with Section 131 para. (1a) AktG. Any questions contained in the statements will therefore not be answered in the virtual Annual General Meeting, unless they are presented as part of the right to speak at the Annual General Meeting.

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

Shareholders or their proxies who are connected to the Annual General Meeting electronically have the right to speak at the meeting, which can be exercised by means of video communication. From **approx. 09:30 am on the day 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) sentence 2 no. 3 AktG, questions pursuant to Section 131 para. (1d) AktG and questions pursuant to Section 131 para. (1e) AktG may form part of the speech.

In accordance with 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. In particular, at the beginning or during the Annual General Meeting, he is entitled to set a reasonable time frame for the entire course of the Annual General Meeting, for the discussion of the individual agenda items and for the individual questions and speeches. In order to exercise their right to speak, shareholders or their proxies require an internet-enabled device (PC, laptop, tablet or smartphone) 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 the shareholder or proxy and the Company during the meeting and before the speech and to reject it if the functionality is not ensured. The minimum technical requirement for a live video link is an internet-capable device with a camera and microphone as well as a stable internet connection.

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) of the German Stock Corporation Act (AktG), each shareholder must be provided with information on Company matters by the Management Board upon request at the Annual General Meeting, insofar as the information is necessary for the proper assessment of an item on the agenda and there is no right to withhold information. The Management Board's duty to provide information also extends to the Company's legal and business relationships with its affiliated companies. Furthermore, the duty to provide information also applies 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 aforementioned right to information pursuant to Section 131 para. (1) AktG can only be exercised at the Annual General Meeting by means of video communication, i.e., in the context of exercising the right to speak (see Section IV.4). No other submission of questions by means of electronic or other communication is planned either before or during the Annual General Meeting.

Section 131 para. 4 sentence 1 AktG stipulates that if a shareholder has been provided with information outside the Annual General Meeting in his capacity as a shareholder, this information must be provided to any other shareholder or their proxy at their request at the Annual General Meeting, even if it is not necessary for the proper assessment of the item on the agenda. As part of the virtual Annual General Meeting, it is ensured that shareholders or their proxies who are connected to the Annual General Meeting electronically can submit their request in accordance with Section 131 para. 4 sentence 1 AktG by means of electronic communication via the button provided for this purpose in the Investor Portal during the Annual General Meeting. Such requests are possible via the Investor Portal from the opening of the Annual General Meeting until it is closed by the chair of the meeting, but only during the discussion in the context of a speech via video communication.

Shareholders have the right to ask questions at the meeting about all answers given by the Management Board in accordance with Section 131 para. (1d) AktG.

Section 131 para. (5) sentence 1 AktG stipulates that if a shareholder or their proxy is denied information, they may request that their question and the reason for which the information was denied be recorded in the minutes of the meeting. As part of the virtual Annual General Meeting, it is ensured that every shareholder or proxy who is connected to the meeting electronically can submit their request for minutes in accordance with Section 131 para. (5) sentence 1 AktG in a speech via video communication and/or by means of electronic communication via the shareholder portal using the button provided for this purpose. When using this button in the shareholder portal, the notary commissioned to take the minutes receives immediate knowledge of requests for minutes received there. Such requests are possible via the shareholder portal from the opening of the Annual General Meeting until it is closed by the chair of the meeting, but only during the debate in the context of a speech via video communication.

6. Declaration of objections to resolutions of the Annual General Meeting

Properly registered shareholders or their proxies who have connected to the meeting electronically have the right to object to resolutions of the Annual General Meeting by means of electronic communication. Such declarations can be submitted via the Investor Portal using the "Objection" button in the period from the opening of the Annual General Meeting until it is closed by the chair of the meeting. The notary commissioned to take the minutes will be informed hereof immediately. The Company's proxies cannot be instructed to declare objections to resolutions of the Annual General Meeting for the minutes of the notary public recording the Annual General Meeting.

V. FURTHER EXPLANATIONS

Publications on the website in accordance with Section 124a AktG

This invitation to the Annual General Meeting, the documents to be made available and shareholder motions as well as 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. The documents to be made available will also be made available to electronically connected shareholders or their proxies at the above website during the meeting in accordance with Section 118a para. (6) of the German Stock Corporation Act. Furthermore,

during the Annual General Meeting, the list of participants will be available via the Investor Portal prior to the first vote to all duly registered shareholders who have joined the Annual General Meeting electronically and their proxies.

Voting Confirmation

In accordance with Section 129 para. (5) sentence 1 AktG, voters may request confirmation within one month of the day of the Annual General Meeting as to whether and how their votes were counted. Proof of the counting of votes (voting confirmation) is available on the Investor Portal in accordance with the statutory provisions and on 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) sentence 3 AktG.

Notes on data protection

If you register for the Annual General Meeting or issue a proxy, we will collect personal data about you and/or your proxy. This is done to enable shareholders to exercise their rights at the Annual General Meeting. Delivery Hero SE processes your data as the controller in compliance with the provisions of the EU General Data Protection Regulation (GDPR) and all other relevant laws. Details on the handling of your personal data and your rights under the GDPR can be found on the website for the Annual General Meeting at: <https://ir.deliveryhero.com/agm>.

Berlin, in May 2024

Delivery Hero SE

The Management Board