

**Allen Overy Shearman Sterling LLP**

Just Eat Takeaway.com B.V.

Deed of rectification of deed of amendment articles  
of association

## **RECTIFICATION OF DEED OF AMENDMENT ARTICLES OF ASSOCIATION**

*(Just Eat Takeaway.com B.V.)*

This ● two thousand and twenty-six, there appeared before me, Joyce Johanna  
Cornelia Aurelia Leemrijse, civil law notary in Amsterdam, the Netherlands:

●.

At the extraordinary general meeting of shareholders of the Company, as defined  
hereinafter, held on ● two thousand and twenty-six, it was resolved to rectify the  
deed of amendment of the articles of association of Just Eat Takeaway.com B.V., a  
private limited liability company under Dutch law (*besloten vennootschap met  
beperkte aansprakelijkheid*), having its official seat in Amsterdam, the Netherlands,  
its office address at Piet Heinkade 61, 1019 GM Amsterdam, the Netherlands, and  
registered in the Dutch Commercial Register under number 08142836 (the  
**Company**) as executed by a deputy of J.J.C.A. Leemrijse, civil law notary  
aforementioned, on the second day of January two thousand and twenty-six, as well  
as to authorise the person appearing to have this deed executed. The adoption of such  
resolution is evidenced by a copy of the minutes of the aforementioned meeting  
attached to this deed (Annex).

The person appearing declared the following:

## **RECITALS:**

- (A) On the second day of January two thousand and twenty-six, a deed of amendment of the articles of association of the Company was executed before a deputy of J.J.C.A. Leemrijse, civil law notary in Amsterdam, the Netherlands, with repertory number ● (the **Deed**).
- (B) Prior to the execution of the Deed, the articles of association of the Company were last amended by deed of conversion and amendment of the articles of association, executed before R.H. Kleipool, civil law notary in Amsterdam, the Netherlands, on the seventeenth day of November two thousand and twenty-five (the **Deed of Conversion and Amendment**).
- (C) The amendments to the articles of association of the Company by the Deed included, amongst other things, a change of the financial year of the Company. The financial year of the Company should not have been amended without simultaneously amending the financial years of the Company's subsidiaries. Consequently, the Deed needs to be rectified in order to align the financial year of the Company with the calendar year, as provided for in the Deed of Conversion and Amendment.
- (D) As a result, the text of Article 9.1.1 of the Deed which reads as follows:  
*"9.1.1. The financial year of the Company runs from the first day of April of a year up to and until the thirty-first day of March of the subsequent year."*,  
should be rectified as follows:  
*"9.1.1. The financial year of the Company will be the calendar year."*.
- (E) Furthermore, the text of the transitory provisions in Article 12.1 of the Deed should be deleted.

## **CONSIDERING THE AFOREMENTIONED, THE DEED NEEDS TO BE RECTIFIED AS FOLLOWS:**

1. Rectification of Article 9.1.1. of the Deed as follows:  
*"9.1.1. The financial year of the Company will be the calendar year."*
2. Deletion of the transitory provisions in Article 12.1 of the Deed.

A copy of this deed of rectification and the rectified full text of the articles of association of the Company as they will read after the execution of this deed, shall be filed with the Dutch Commercial Register.

## **Close.**

The person appearing is known to me, civil law notary.

This deed was executed in Amsterdam, the Netherlands, on the date first above written. Before reading out, a concise summary and an explanation of the contents of this deed were given to the person appearing. The person appearing then declared to have taken note of and to agree to the contents of this deed and that the deed did not have to be read out completely. Thereupon, after limited reading, this deed was signed by the person appearing and by me, civil law notary.