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INFORMATION ON MR. P.S. HARRISON AND MAIN ELEMENTS DIRECTOR SERVICES AGREEMENT

Personal details

Name: Paul Scott Harrison
Age: 55
Nationality: British

Key Remuneration Terms

- (i) An annual base salary of GBP 463,500, or such higher amount as the Supervisory Board determines as a result of its annual review;
- (ii) Pension contributions or a pension allowance in lieu of pension contributions of an amount equal to 5% of annual base salary;
- (iii) Cash compensation of tax equalisation costs on such basis and to the extent that the Supervisory Board determines appropriate ;
- (iv) Participation in an annual bonus plan with a maximum annual bonus opportunity equal to 150% of Paul Harrison's annual base salary, subject to the achievement of performance targets set by the Supervisory Board(up to 75% in cash, above 75% in Ordinary Shares under the New DSBP, to be settled in DRs);
- (v) Participation in the New PSP, with a maximum annual opportunity equal to 200% of Paul Harrison's annual base salary, subject to the achievement of performance targets set by the Supervisory Board;
- (vi) Participation in a UK Sharesave Scheme; and
- (vii) Other benefits, including but not limited to insurances and reimbursement of expenses.

Termination Arrangement

The Company may terminate Paul Harrison's appointment as a member of the Management Board on 12 months' notice or immediately by making a payment in lieu of his base salary for his 12-month notice period (or, if relevant, any part of it which he does not serve). If Paul Harrison resigns from his position as a member of the Management Board, 12 months' notice shall also apply in which case he shall also be entitled to be paid for that notice (or to payment in lieu for any part of it he does not serve). In the event the Supervisory Board proposes to the general meeting of the Company the removal of Paul Harrison as a member of the Management Board, or if Paul Harrison is removed as a

member of the Management Board by the general meeting (other than Paul Harrison not being reappointed by the annual general meeting of the Company), the notice period, or corresponding payment in lieu of notice, shall be extended by three (3) months, to fifteen (15) months in total.

Various one-time awards over Ordinary Shares to replace Just Eat plc incentive arrangements

At the occasion of his appointment, Paul Harrison will be granted one-time awards over Ordinary Shares in the Company, in order to replace his existing incentive arrangements with Just Eat plc.

Remuneration policy

Several of the above elements of Paul Harrison's remuneration terms will be subject to the approval by Takeaway.com's general meeting of a supplement to Takeaway.com's remuneration policy. More details about Takeaway.com's current remuneration policy and the proposed supplement can be found on the website of Takeaway.com: <https://corporate.takeaway.com/>

Disclaimer

This document is not an offer of securities for sale in the United States. Securities may not be offered or sold in the United States absent registration with the United States Securities and Exchange Commission or an exemption from registration. There will be no public offering of securities to be issued pursuant to the Takeaway.com Offer in the United States.

Takeaway.com securities (including depository interests) have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered, sold, delivered or transferred, directly or indirectly, in or into the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the United States.

For purposes of the US Securities Exchange Act of 1934, as amended ("US Exchange Act"), the Takeaway.com Offer is made pursuant to Section 14(e) and Regulation 14E under the US Exchange Act and benefitting from exemptions available to "Tier II" tender offers. Accordingly, the Takeaway.com Offer will be subject to disclosure and other procedural requirements, including with respect to withdrawal rights, offer timetable, settlement procedures and timing of payments that may be different from those applicable under US domestic tender offer procedures and law, and certain rules applicable to tender offers made into the United States, including rules promulgated under Section 14(d) of the US Exchange Act, do not apply. In accordance with normal UK market practice and Rule 14e-5 under the US Exchange Act, Takeaway.com, certain affiliated companies and its nominees, or its brokers (acting as agents) may from time to time make certain purchases of, or arrangements to purchase, Just Eat shares, other than pursuant to the Takeaway.com Offer, before or during the period in which the Takeaway.com Offer remains open for acceptance. These purchases may occur either in the open market at prevailing prices or in private transactions at negotiated prices. If such purchases or arrangements were to be made they would be made outside the United States either in the open market at prevailing prices or in private transactions at negotiated prices and would comply with applicable law, including the US Exchange Act. Any information about such purchases will be disclosed as required in the United Kingdom.