ROCKET INTERNET

Invitation to the ordinary General Meeting 2018

Rocket Internet SE

Invitation to the ordinary General Meeting

Convenience Translation. The German language version shall prevail in the event of any dispute or ambiguity.

We hereby invite our shareholders
to the ordinary General Meeting of Rocket Internet SE
(the "**Company**") to be held on

Friday, 8 June 2018, 10.00 a.m.,
at Rocket Tower, Charlottenstraße 4, 10969 Berlin

Rocket Internet SE Berlin
Securities Identification Number (WKN): A12UKK
ISIN: DE000A12UKK6

I. Agenda

1. **Presentation of the approved annual financial statements as of 31 December 2017 and the approved consolidated financial statements as of 31 December 2017, the combined management report for the Company and the group for the financial year 2017, the report of the Supervisory Board for the financial year 2017 and the explanatory report by the Management Board on the information provided in accordance with Sec. 289a ss. 1, 315a ss. 1 German Commercial Code (*HGB*) and the non-financial group report in accordance with Sec. 315b ss. 3 German Commercial Code.**

   The said documents are accessible on the website of the Company under www.rocket-internet.com/investors/annual-general-meeting and are laid out in the offices of the Company (Charlottenstraße 4, 10969 Berlin, reception, ground floor) for inspection by the shareholders. They will also be sent to shareholders by e-mail upon request. In addition, the said documents will be available at the General Meeting and will be explained in more detail there.

   In accordance with the statutory provisions, no resolution of the General Meeting is proposed for this Agenda item 1 because the Supervisory Board has already approved the annual financial statements for the financial year 2017 and the consolidated financial statement for the financial year 2017 prepared by the Management Board and the annual financial statements for the financial year 2017 are thereby approved according to Sec. 172 Stock Corporation Act.* Approval of the annual financial statements for the financial year 2017 or of the consolidated financial statement for the financial year 2017 by the General Meeting is therefore not required according to Sec. 173 Stock Corporation Act. For the remaining documents referred to under this Agenda item, the statutory law provides only for general information to the shareholders but no resolution by the General Meeting.

** The provisions of the German Stock Corporation Act apply to the Company in accordance with Art. 9 ss. 1 c) ii), Art. 10 Council Regulation (EC) No 2157/2001 of the Council of 8 October 2001 on the Statute for a European company (SE) (hereinafter also SE Regulation) unless otherwise stated in special provisions of the SE Regulation*

2. Resolution on the appropriation of the unappropriated retained earnings

The Management Board and the Supervisory Board propose to carry forward in full the unappropriated retained earnings as of December 31, 2017 of EUR 38,357,093.16 to new account.

3. Resolution on the discharge of the members of the Management Board for the financial year 2017

The Management Board and the Supervisory Board propose that discharge be granted to the members of the Management Board in office in the financial year 2017 for the said period.

4. Resolution on the discharge of members of the Supervisory Board for the financial year 2017

The Management Board and the Supervisory Board propose that discharge be granted to the members of the Supervisory Board in office in the financial year 2017 for the said period.

5. Resolution on the appointment of the auditor of the annual financial statements and the consolidated annual financial statements and the auditor for a possible examination of the consolidated financial statements and the interim management report as well as a possible examination of supplementary interim financial information

The Supervisory Board proposes, on the recommendation of its Audit Committee, that Ernst & Young GmbH, Wirtschaftsprüfungsgesellschaft, Berlin office, be appointed

a) auditor of the annual financial statements and the consolidated annual financial statements for the financial year 2018;

b) in the event of an examination of the abbreviated financial statements and the interim management report for the first half of the financial year 2018 as auditor for such examination; and

c) in the event of a preparation and examination of supplementary interim financial information for the third quarter of the financial year 2018 and/or for the first quarter of the financial year 2019 as auditor for such examination.

6. Resolution on the amendment of Art. 10 ss. 1 Articles of Association of the Company (Composition of the Supervisory Board)

The Supervisory Board of the Company consists according to Art. 40 ss. 2, ss. 3 SE Regulation, Sec. 17 SE-Implementation Act (SEAG) in connection with Art. 10 ss. 1 of Articles of Association of the Company of eight members. The Supervisory Board of the Company is not subject to codetermination.

For reasons of cost and efficiency, it appears that a supervisory board with four members would be adequate. Therefore, it is intended to reduce the number of members of the Supervisory Board of the Company in future from currently eight to four members.

Therefore, the Management Board and the Supervisory Board propose the following resolution:

Art. 10 ss. 1 of the Articles of Association of the Company is amended and reads in future as follows:

"(1) The Supervisory Board of the Company consists of four members."

7. Resolution on the elections of members of the Supervisory Board

The Supervisory Board of the Company consists at present according to Art. 40 ss. 2, ss. 3 SE Regulation, Sec. 17 SE Implementation Act (SEAG) in connection with Art. 10 ss. 1 of the Articles of Association of the Company of eight members to be elected by the General Meeting. The period of office of all members of the Supervisory Board, i.e. Prof. Dr. Marcus Englert, Prof. Dr. h.c. Roland Berger, Mr. Stefan Krause,

Mr. Norbert Lang, Mr. Pierre Louette, Prof. Dr. Joachim Schindler, Mr. Daniel Shinar and Mr. Christopher H. Young end with the ending of the ordinary General Meeting on 8 June 2018.

With regard to the reduction of the number of members of the Supervisory Board under Agenda item 6 to four members elected by the General Meeting, only four persons are intended to be elected to the Supervisory Board.

The Supervisory Board, based on the recommendation of its Nomination Committee, proposes that the following members of the Supervisory Board be again elected thereto:

a) Prof. Dr. Marcus Englert, managing director of Texas Atlantic Capital GmbH, Munich, resident in Munich,

b) Mr. Norbert Lang, self-employed management consultant, resident in Waldbrunn/Lahr,

c) Mr. Pierre Louette, CEO of Les Echos Le Parisien Group, LVMH, resident in Saint-Cloud, France, and

d) Prof. Dr. Joachim Schindler, self-employed auditor and tax advisor, resident in Berlin.

The appointment is in each case with effect from the end of the General Meeting on 8 June 2018 until the end of the General Meeting which resolves on the discharge of the Supervisory Board for the financial year 2018.

It is intended to conduct an individual election in each case of the new members of the Supervisory Board. In accordance with No. 5.4.3 sentence 3 of the German Corporate Governance Code (*DCGK*) it is pointed out that Prof. Dr. Marcus Englert is in the event of his re-election to be proposed as candidate for the chair of the Supervisory Board.

Further information on the proposed members of the Supervisory Board is given in the information on Agenda item 7 in section II.1. below.

8. Resolution on the amendment of Art. 15 ss. 1 of the Articles of Association of the Company (Compensation)

According to Art. 15 ss. 1 of the Articles of Association of the Company, the members of the Supervisory Board each receive EUR 25,000.00, the chairman of the Supervisory Board receives EUR 75,000.00 and the chairman of the Audit Committee receives EUR 50,000.00 as fixed annual compensation.

With regard to the reduction of the number of members of the Supervisory Board, committees shall not be formed in the future. For the future, the compensation of the members of the Supervisory Board and the chairman of the Supervisory Board shall be increased. The deputy chairman of the Supervisory Board shall receive an additional compensation.

Therefore, the Management Board and the Supervisory Board propose the following resolution:

Art. 15 ss. 1 of the Articles of Association of the Company is amended and in future reads as follows:

"(1) The members of the Supervisory Board shall each receive a fixed annual compensation of EUR 50,000.00 (in words: fifty thousand Euro). The chairman of the Supervisory Board shall receive a fixed annual compensation of EUR 125,000.00 (in words: one hundred twenty five thousand Euro). The deputy chairman of the Supervisory Board shall receive a fixed annual compensation of EUR 75,000.00 (in words: seventy five thousand Euro)."

9. Resolution on the consent to the conclusion of profit and loss transfer agreements between the Company and GFC Global Founders Capital GmbH as well as between the Company and Bambino 106. V V UG (haftungsbeschränkt) and between the Company and Atrium 122. Europäische VV SE

a) Profit and loss transfer agreement between the Company and GFC Global Founders Capital GmbH

The Company and GFC Global Founders Capital GmbH (Charlottenstraße 4, 10969 Berlin, local court of Berlin Charlottenburg, HRB 186074 B) (hereinafter: "**GFC**"), whose sole shareholder is the Company, entered into a profit and loss transfer agreement on 19 April 2018. The profit and loss transfer agreement is intended to facilitate the establishment of a corporation and trade tax group between the Company and GFC. The profit and loss transfer agreement requires the consent of the General Meeting of the Company and the Shareholders' Meeting of GFC for its validity. The Shareholders' Meeting of GFC granted its consent to the profit and loss transfer agreement on 24 April 2018. The profit and loss transfer agreement is subject to the condition precedent of the consent of the General Meeting of the Company.

Therefore, the Management Board and the Supervisory Board propose that the profit and loss transfer agreement between the Company and GFC is consented to.

The profit and loss transfer agreement is worded as follows:

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PROFIT AND LOSS TRANSFER AGREEMENT

by and between

Rocket Internet SE with its seat in Berlin, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Berlin (Charlottenburg) under HRB 165662 B

– hereinafter "**Parent Company**" –

and

GFC Global Founders Capital GmbH with its seat in Berlin, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Berlin (Charlottenburg) under HRB 186074 B

– hereinafter "**Subsidiary**" –

– Parent Company and Subsidiary, together, hereinafter "**Parties**" –

Preamble

The Parent Company is the sole shareholder of the Subsidiary. The Parties intend that the Subsidiary shall transfer its entire profits to the Parent Company and that the Parent Company shall balance any annual losses of the Subsidiary arising during the term of this profit and loss transfer agreement (hereinafter "**Agreement**").

Now, therefore, the Parties hereby agree as follows:

§ 1
Transfer of Profits

1.1 In accordance with § 301 German Stock Corporation Law (*AktG*), as amended from time to time, the Subsidiary is hereby obliged to transfer to the Parent Company its entire profits. The profits to be transferred shall not exceed the amount calculated on the basis of § 301 AktG, as amended from time to time.

1.2 The Subsidiary, with the consent of the Parent Company, is entitled to allocate any amounts to the other revenue reserves pursuant to § 272 para. 3 sentence 2 alt. 2 German Commercial Code (*HGB*) (*andere Gewinnrücklagen*) to the extent permitted by commercial law and in accordance with reasonable commercial judgment.

1.3 Upon request by the Parent Company, other revenue reserves generated during the term of the Agreement shall be dissolved or shall be distributed as profits. Further revenue reserves (*sonstige Gewinnrücklagen*) as well as capital reserves pursuant to § 272 para. 2 HGB, even if these other reserves and capital reserves have been generated during the term of the Agreement, and profits carried forward, which have been generated before the term of this Agreement, shall not be transferred as profits or be used to balance any annual losses.

1.4 The entitlement to profit transfer shall become due at the close of the last day of the fiscal year of the Subsidiary.

§ 2
Assumption of Losses

§ 302 AktG, as amended from time to time, shall apply *mutatis mutandis* to the entitlement of the Subsidiary to loss assumption. § 1 para. 4 of this Agreement shall apply *mutatis mutandis*.

§ 3
Advance Payments

3.1 During the year, the Parent Company may be entitled to effect advance payments of the profits likely to be transferred to the extent such advance payments are legally permissible and, under a reasonable commercial view, the liquidity of the Subsidiary allows such advance payments.

3.2 During the year, the Subsidiary may be entitled to effect advance payments of the annual losses likely to be balanced to the extent such advance payments are legally permissible and, nder a reasonable commercial view, the liquidity of the Subsidiary requires such advance payments.

3.3 Advance payments pursuant to para. 1 and 2 above shall not bear interest. Advance payments made during the year must be credited against any profits to be transferred or losses to be balanced. Any payments in excess by the Subsidiary shall be regarded as loans granted by the Subsidiary to the Parent Company; any payments in excess by the Parent Company must be reimbursed. All other provisions of this Agreement remain unaffected.

§ 4
Right to Information

The Parent Company shall at any time be entitled to inspect the books and other business records of the Subsidiary. The Subsidiary's management shall be obliged to transfer to the Parent Company at any time all requested information regarding the affairs of the Subsidiary.

§ 5
Effectiveness and Term

5.1 This Agreement requires the consent of the shareholder meetings of the Parent Company and of the Subsidiary. The Agreement becomes effective upon registration with the commercial register of the Subsidiary. The Agreement shall be effective for the first time for the fiscal year of the Subsidiary in which this Agreement is registered with the commercial register.

5.2 This Agreement is concluded for an indefinite period. It is concluded for a minimum duration of five calendar years following the begin of the fiscal year of the Subsidiary in which this Agreement is registered with the commercial register ("**Minimum Duration**"). During the Minimum Duration the ordinary termination of the Agreement is excluded. Following the lapse of the Minimum Duration, i.e. for the first time at the end of the fiscal year of the Subsidiary, that expires on or following the day that the Minimum Duration lapses the Agreement can be terminated by both Parties with a notice period of six months to the end of the fiscal year of the Subsidiary.

5.3 The right to terminate the Agreement for cause without prior notice shall remain unaffected. In particular (but without being limited thereto) the following shall be deemed a "cause":

(a) a disposal of all shares in the Subsidiary or a disposal of shares with the consequence that the prerequisites of the financial integration of the Subsidiary in the Parent Company are no longer satisfied according to tax law,

(b) a contribution of shares in the Subsidiary by the Parent Company, or

(c) a transformation (*Umwandlung*), spin-off, merger or liquidation of the Parent Company or the Subsidiary.

In case of a termination for cause, the obligations to transfer profits and to assume losses for the current fiscal year of the Subsidiary in which the termination for cause becomes effective is limited to the profit or loss of the Subsidiary that occurs in the time period following the beginning of that fiscal year until the termination for cause becomes effective.

5.4 If this Agreement terminates, the Parent Company shall provide security to the Subsidiary's creditors in accordance with § 303 AktG.

§ 6
Miscellaneous

6.1 This Agreement is subject to German law with the exception of conflict of laws rules.

6.2 To the extent permitted by law, the regional court of Berlin shall have exclusive jurisdiction with respect to any disputes arising from or in connection with this Agreement.

6.3 Any amendments or supplements to this Agreement as well as any declarations made pursuant to this Agreement, in order be effective, require the written form, unless a notarization is required. The same applies to an amendment of this written form requirement itself.

6.4 If a provision of this Agreement shall in whole or in part be or become invalid or if the Agreement contains a gap (*Regelungslücke*), the validity of the other provisions of this Agreement shall not be affected thereby. Instead of the invalid provision or to fill the gap, such legally permissible provision applies, which economically corresponds as closely as possible to what the Parties intended or would have intended in accordance with the aim and purpose of this Agreement, if they had known of the invalidity of the respective provision and/or the gap. As a precaution, the Parties shall be obliged to confirm such legally permissible provision without delay in the required form, at least in writing.

6.5 In case of discrepancies or contradictions between the German and the English version of this Agreement the German version shall prevail.

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Prior to the General Meeting being called, the following documents will be accessible at www.rocket-internet.com/investors/annual-general-meeting and will be available for inspection by the shareholders at the business premises of the Company and GFC (Charlottenstraße 4, 10969 Berlin, reception, ground floor). They will also be sent to shareholders by e-mail upon request. The specified documents will also be accessible at the General Meeting:

– the profit and loss transfer agreement between the Company and GFC entered into on 19 April 2018;

- the joint report of the Management Board of the Company and the management of GFC in accordance with Sec. 293a Stock Corporation Act;

- the approved annual financial statements of the Company and the approved consolidated financial statements as well as the group management reports for the financial years 2017, 2016, and 2015;

- the approved annual financial statements of GFC for the financial years 2017, 2016, and 2015.

An audit of the profit and loss transfer agreement and the preparation of an audit report are not necessary in accordance with Sec. 293b ss. 1 second half of sentence because the Company holds all shares in GFC.

b) Profit and loss transfer agreement between the Company and Bambino 106. V V UG (haftungsbeschränkt)

The Company and Bambino 106. V V UG (haftungsbeschränkt) (Charlottenstrasse 4, 10969 Berlin, local court of Berlin Charlottenburg, HRB 140396 B) (hereinafter: "**Bambino**"), whose sole shareholder is the Company, entered into a profit and loss transfer agreement on 19 April 2018. The profit and loss transfer agreement is intended to facilitate the establishment of a corporation and trade tax group between the Company and Bambino. The profit and loss transfer agreement requires the consent of the General Meeting of the Company and the Shareholders' Meeting of Bambino for its validity. The Shareholders' Meeting of Bambino granted its consent to the profit and loss transfer agreement on 19 April 2018.The profit and loss transfer agreement is subject to the condition precedent of the consent of the General Meeting of the Company.

Therefore, the Management Board and the Supervisory Board propose that the profit and loss transfer agreement between the Company and Bambino is consented to.

The profit and loss transfer agreement is worded as follows:

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PROFIT AND LOSS TRANSFER AGREEMENT

by and between

Rocket Internet SE with its seat in Berlin, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Berlin (Charlottenburg) under HRB 165662 B

– hereinafter "**Parent Company**" –

and

Bambino 106. VV UG (haftungsbeschraenkt) with its seat in Berlin, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Berlin (Charlottenburg) under HRB 140396 B

– hereinafter "**Subsidiary**" –

– Parent Company and Subsidiary, together, hereinafter "**Parties**" –

Preamble

The Parent Company is the sole shareholder of the Subsidiary. The Parties intend that the Subsidiary shall transfer its entire profits to the Parent Company and that the Parent Company shall balance any annual losses of the Subsidiary arising during the term of this profit and loss transfer agreement (hereinafter "**Agreement**").

Now, therefore, the Parties hereby agree as follows:

§ 1
Transfer of Profits

1.1 In accordance with § 301 German Stock Corporation Law (*AktG*), as amended from time to time, the Subsidiary is hereby obliged to transfer to the Parent Company its entire profits. The profits to be transferred shall not exceed the amount calculated on the basis of § 301 AktG, as amended from time to time.

1.2 The Subsidiary, with the consent of the Parent Company, is entitled to allocate any amounts to the other revenue reserves pursuant to § 272 para. 3 sentence 2 alt. 2 German Commercial Code (*HGB*) (*andere Gewinnrücklagen*) to the extent permitted by commercial law and in accordance with reasonable commercial judgment.

1.3 Upon request by the Parent Company, other revenue reserves generated during the term of the Agreement shall be dissolved or shall be distributed as profits. Further revenue reserves (*sonstige Gewinnrücklagen*) as well as capital reserves pursuant to § 272 para. 2 HGB, even if these other reserves and capital reserves have been generated during the term of the Agreement, and profits carried forward, which have been generated before the term of this Agreement, shall not be transferred as profits or be used to balance any annual losses.

1.4 The entitlement to profit transfer shall become due at the close of the last day of the fiscal year of the Subsidiary.

§ 2
Assumption of Losses

§ 302 AktG, as amended from time to time, shall apply *mutatis mutandis* to the entitlement of the Subsidiary to loss assumption. § 1 para. 4 of this Agreement shall apply *mutatis mutandis*.

§ 3
Advance Payments

3.1 During the year, the Parent Company may be entitled to effect advance payments of the profits likely to be transferred to the extent such advance payments are legally permissible and, under a reasonable commercial view, the liquidity of the Subsidiary allows such advance payments.

3.2 During the year, the Subsidiary may be entitled to effect advance payments of the annual losses likely to be balanced to the extent such advance payments are legally permissible and, under a reasonable commercial view, the liquidity of the Subsidiary requires such advance payments.

3.3 Advance payments pursuant to para. 1 and 2 above shall not bear interest. Advance payments made during the year must be credited against any profits to be transferred or losses to be balanced. Any payments in excess by the Subsidiary shall be regarded as loans granted by the Subsidiary to the Parent Company; any payments in excess by the Parent Company must be reimbursed. All other provisions of this Agreement remain unaffected.

§ 4
Right to Information

The Parent Company shall at any time be entitled to inspect the books and other business records of the Subsidiary. The Subsidiary's management shall be obliged to transfer to the Parent Company at any time all requested information regarding the affairs of the Subsidiary.

§ 5
Effectiveness and Term

5.1 This Agreement requires the consent of the shareholder meetings of the Parent Company and of the Subsidiary. The Agreement becomes effective upon registration with the commercial register of the Subsidiary. The Agreement shall be effective for the first time for the fiscal year of the Subsidiary in which this Agreement is registered with the commercial register.

5.2 This Agreement is concluded for an indefinite period. It is concluded for a minimum duration of five calendar years following the begin of the fiscal year of the Subsidiary in which this Agreement is registered with the commercial register ("**Minimum Duration**"). During the Minimum Duration the ordinary termination of the Agreement is excluded. Following the lapse of the Minimum Duration, i.e. for the first time at the end of the fiscal year of the Subsidiary, that expires on or following the day that the Minimum Duration lapses the Agreement can be terminated by both Parties with a notice period of six months to the end of the fiscal year of the Subsidiary.

5.3 The right to terminate the Agreement for cause without prior notice shall remain unaffected. In particular (but without being limited thereto) the following shall be deemed a "cause":

(a) a disposal of all shares in the Subsidiary or a disposal of shares with the consequence that the prerequisites of the financial integration of the Subsidiary in the Parent Company are no longer satisfied according to tax law,

(b) a contribution of shares in the Subsidiary by the Parent Company, or

(c) a transformation (*Umwandlung*), spin-off, merger or liquidation of the Parent Company or the Subsidiary.

In case of a termination for cause, the obligations to transfer profits and to assume losses for the current fiscal year of the Subsidiary in which the termination for cause becomes effective is limited to the profit or loss of the Subsidiary that occurs in the time period following the beginning of that fiscal year until the termination for cause becomes effective.

5.4 If this Agreement terminates, the Parent Company shall provide security to the Subsidiary's creditors in accordance with § 303 AktG.

§ 6
Miscellaneous

6.1 This Agreement is subject to German law with the exception of conflict of laws rules.

6.2 To the extent permitted by law, the regional court of Berlin shall have exclusive jurisdiction with respect to any disputes arising from or in connection with this Agreement.

6.3 Any amendments or supplements to this Agreement as well as any declarations made pursuant to this Agreement, in order be effective, require the written form, unless a notarization is required. The same applies to an amendment of this written form requirement itself.

6.4 If a provision of this Agreement shall in whole or in part be or become invalid or if the Agreement contains a gap (*Regelungslücke*), the validity of the other provisions of this Agreement shall not be affected thereby. Instead of the invalid provision or to fill the gap, such legally permissible provision applies, which economically corresponds as closely as possible to what the Parties intended or would have intended in accordance with the aim and purpose of this Agreement, if they had known of the invalidity of the respective provision and/or the gap. As a precaution, the Parties shall be obliged to confirm such legally permissible provision without delay in the required form, at least in writing.

6.5 In case of discrepancies or contradictions between the German and the English version of this Agreement the German version shall prevail.

Prior to the General Meeting being called, the following documents will be accessible at www.rocket-internet.com/investors/annual-general-meeting and will be available for inspection by the shareholders at the business premises of the Company and Bambino (Charlottenstraße 4, 10969 Berlin, reception, ground floor). They will also be sent to shareholders by e-mail upon request. The specified documents will also be accessible at the General Meeting:

- the profit and loss transfer agreement between the Company and Bambino entered into on 19 April 2018;

- the joint report of the Management Board of the Company and the management of Bambino in accordance with Sec. 293a Stock Corporation Act;

- the approved annual financial statements of the Company and the approved consolidated financial statements as well as the group management reports for the financial years 2017, 2016, and 2015;

- the approved annual financial statements of Bambino for the financial years 2017, 2016, and 2015.

An audit of the profit and loss transfer agreement and the preparation of an audit report are not necessary in accordance with Sec. 293b ss. 1 second half of sentence because the Company holds all shares in Bambino.

c) Profit and loss transfer agreement between the Company and Atrium 122. Europäische VV SE

The Company and Atrium 122. Europäische VV SE (Charlottenstraße 4, 10969 Berlin, local court of Frankfurt on the Main, HRB 110532) (hereinafter: "**Atrium**"), whose sole shareholder is the Company, entered into a profit and loss transfer agreement on 24 April 2018. The profit and loss transfer agreement is intended to facilitate the establishment of a corporation and trade tax group between the Company and Atrium. The profit and loss transfer agreement requires the consent of the General Meeting of the Company and the General Meeting of Atrium for its validity. The General Meeting of Atrium granted its consent to the profit and loss transfer agreement on 24 April 2018. The profit and loss transfer agreement is subject to the condition precedent of the consent of the General Meeting of the Company.

Therefore, the Management Board and the Supervisory Board propose that the profit and loss transfer agreement between the Company and Atrium is consented to.

The profit and loss transfer agreement is worded as follows:

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PROFIT AND LOSS TRANSFER AGREEMENT

by and between

Rocket Internet SE with its seat in Berlin, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Berlin (Charlottenburg) under HRB 165662 B

– hereinafter "**Parent Company**" –

and

Atrium 122. Europäische VV SE with its seat in Frankfurt on the Main, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Frankfurt on the Main under HRB 110532

– hereinafter "**Subsidiary**" –

– Parent Company and Subsidiary, together, hereinafter "**Parties**" –

Preamble

The Parent Company is the sole shareholder of the Subsidiary. The Parties intend that the Subsidiary shall transfer its entire profits to the Parent Company and that the Parent Company shall balance any annual losses of the Subsidiary arising during the term of this profit and loss transfer agreement (hereinafter "**Agreement**").

Now, therefore, the Parties hereby agree as follows:

§ 1
Transfer of Profits

1.1 Pursuant to § 301 German Stock Corporation Law (*AktG*), as amended from time to time, the Subsidiary is hereby obliged to transfer to the Parent Company its entire profits. The profits to be transferred shall not exceed the amount calculated on the basis of § 301 AktG, as amended from time to time.

1.2 The Subsidiary, with the consent of the Parent Company, is entitled to allocate any amounts to the other revenue reserves pursuant to § 272 para. 3 sentence 2 alt. 2 German Commercial Code (*HGB*) (*andere Gewinnrücklagen*) to the extent permitted by commercial law and in accordance with reasonable commercial judgment.

1.3 Upon request by the Parent Company, other revenue reserves generated during the term of the Agreement shall be dissolved or shall be distributed as profits. Further revenue reserves (*sonstige Gewinnrücklagen*) as well as capital reserves pursuant to § 272 para. 2 HGB, even if these other reserves and capital reserves have been generated during the term of the Agreement, and profits carried forward, which have been generated before the term of this Agreement, shall not be transferred as profits or be used to balance any annual losses.

1.4 The entitlement to profit transfer shall become due at the close of the last day of the fiscal year of the Subsidiary.

§ 2
Assumption of Losses

§ 302 AktG, as amended from time to time, shall apply to the entitlement of the Subsidiary to loss assumption. § 1 para. 4 of this Agreement shall apply mutatis mutandis.

§ 3
Advance Payments

3.1 During the year, the Parent Company may be entitled to effect advance payments of the profits likely to be transferred to the extent such advance payments are legally permissible and, under a reasonable commercial view, the liquidity of the Subsidiary allows such advance payments.

3.2 During the year, the Subsidiary may be entitled to effect advance payments of the annual losses likely to be balanced to the extent such advance payments are legally permissible and, under a reasonable commercial view, the liquidity of the Subsidiary requires such advance payments.

3.3 Advance payments pursuant to para. 1 and 2 above shall not bear interest. Advance payments made during the year must be credited against any profits to be transferred or losses to be balanced. Any payments in excess by the Subsidiary shall be regarded as loans granted by the Subsidiary to the Parent Company; any payments in excess by the Parent Company must be reimbursed. All other provisions of this Agreement remain unaffected.

§ 4
Right to Information

The Parent Company shall at any time be entitled to inspect the books and other business records of the Subsidiary. The Subsidiary's managing directors and the administrative board shall be obliged to transfer to the Parent Company at any time all requested information regarding the affairs of the Subsidiary.

§ 5
Effectiveness and Term

5.1 This Agreement requires the consent of the shareholder meetings of the Parent Company and of the Subsidiary. The Agreement becomes effective upon registration with the commercial register of the Subsidiary. The Agreement shall be effective for the first time for the fiscal year of the Subsidiary in which this Agreement is registered with the commercial register.

5.2 This Agreement is concluded for an indefinite period. It is concluded for a duration of five calendar years following the begin of the fiscal year of the Subsidiary in which this Agreement is registered with the commercial register, however for a minimum duration until the end of the fiscal year of the Subsidiary that ends on 31 December 2023 or, in case no fiscal year of the Subsidiary ends on 31 December 2023 due to a change of the fiscal year, until the end of the first fiscal year of the Subsidiary that ends after 31 December 2023 ("**Minimum Duration**"). During the Minimum Duration the ordinary termination of the Agreement is excluded. Following the lapse of the Minimum Duration, i.e. for the first time at the end of the fiscal year of the Subsidiary, that expires on or following the day that the Minimum Duration lapses the Agreement can be terminated by both Parties with a notice period of six months to the end of the fiscal year of the Subsidiary.

5.3 The right to terminate the Agreement for cause without prior notice shall remain unaffected. In particular (but without being limited thereto) the following shall be deemed a "cause":

(a) a disposal of all shares in the Subsidiary or a disposal of shares with the consequence that the prerequisites of the financial integration of the Subsidiary in the Parent Company are no longer satisfied according to tax law,

(b) a contribution of shares in the Subsidiary by the Parent Company, or

(c) a transformation (*Umwandlung*), spin-off, merger or liquidation of the Parent Company or the Subsidiary.

In case of a termination for cause, the obligations to transfer profits and to assume losses for the current fiscal year of the Subsidiary in which the termination for cause becomes effective is limited to the profit or loss of the Subsidiary that occurs in the time period following the beginning of that fiscal year until the termination for cause becomes effective.

5.4 If this Agreement terminates, the Parent Company shall provide security to the Subsidiary's creditors pursuant to § 303 AktG.

§ 6
Miscellaneous

6.1 This Agreement is subject to German law with the exception of conflict of laws rules.

6.2 To the extent permitted by law, the regional court of Berlin shall have exclusive jurisdiction with respect to any disputes arising from or in connection with this Agreement.

6.3 Any amendments or supplements to this Agreement as well as any declarations made pursuant to this Agreement, in order be effective, require the written form, unless a notarization is required. The same applies to an amendment of this written form requirement itself.

6.4 If a provision of this Agreement shall in whole or in part be or become invalid or if the Agreement contains a gap (*Regelungslücke*), the validity of the other provisions of this Agreement shall not be affected thereby. Instead of the invalid provision or to fill the gap, such legally permissible provision applies, which economically corresponds as closely as possible to what the Parties intended or would have intended in accordance with the aim and purpose of this Agreement, if they had known of the invalidity of the respective provision and/or the gap. As a precaution, the Parties shall be obliged to confirm such legally permissible provision without delay in the required form, at least in writing.

6.5 In case of discrepancies or contradictions between the German and the English version of this Agreement the German version shall prevail.

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Prior to the General Meeting being called, the following documents will be accessible at www.rocket-internet.com/investors/annual-general-meeting and will be available for inspection by the shareholders at the business premises of the Company and Atrium (Charlottenstraße 4, 10969 Berlin, reception, ground floor). They will also be sent to shareholders by e-mail upon request. The specified documents will also be accessible at the General Meeting:

– the profit and loss transfer agreement between the Company and Atrium entered into on 24 April 2018;

- the joint report of the Management Board of the Company and the Administrative Board and the Managing Director of Atrium in accordance with Sec. 293a Stock Corporation Act;

- the approved annual financial statements of the Company and the approved consolidated financial statements as well as the group management reports for the financial years 2017, 2016, and 2015;

- the approved annual financial statement of Atrium for the short financial year 2017.

An audit of the profit and loss transfer agreement and the preparation of an audit report are not necessary in accordance with Sec. 293b ss. 1 second half of sentence because the Company holds all shares in Atrium.

It is intended that Agenda items 9 a), 9 b), and 9 c) are voted on individually.

10. Resolution on the authorisation to acquire the Company's own shares and to use them including the authorisation to redeem acquired shares of the Company and to capital reduction

For the acquisition and the use of the Company's own shares, the Company requires according to Sec. 71 ss. 1 No. 8 Stock Corporation Act, unless expressly authorised by statute, a separate authorisation by the General Meeting. Based on the existing authorisation in accordance with the resolution of the General Meeting on 2 June 2017 with a term until 1 June 2022, 1,041,167 (representing 0,63% of the registered basic capital of the Company) own shares of the Company were bought back up to the point in time of calling this General Meeting. The purchase of own shares as part of the share buy-back programme was carried out via a credit institution.

On 16 April 2018, the Management Board resolved, with approval of the Supervisory Board, utilizing the authorisation of the General Meeting on 2 June 2017, to buy back up to 15,472,912 shares of the Company

(corresponding to a maximum of up to 9.37% of the Company's registered basic capital) through a public share purchase offer against payment of an offer price in the amount of EUR 24.00. The acceptance period began on 17 April 2018, 00:00 (CEST), and is expected to end on 2 May 2018, 24:00 (CEST).

The Company should continue to be able to react flexibly to market developments on a long-term basis. Therefore, it should be proposed to the General Meeting, subject to revocation of the existing authorisation, to adopt a new authorisation that again enables the Company for a period of full five (5) years to purchase and use its own shares.

Therefore, the Management Board and the Supervisory Board propose the following resolution:

a) Revocation of the existing authorisation

The authorisation to acquire and use the Company's own shares resolved on at the ordinary General Meeting on 2 June 2017 is revoked at the time that the new authorisation proposed at b) to f) below of this Agenda item 10 comes into effect.

b) Creation of a new authorisation

The Management Board is authorised with the consent of the Supervisory Board to acquire by 7 June 2023 in compliance with the principle of equal treatment (Sec. 53a Stock Corporation Act) shares of the Company of up to a total of 10% of the basic capital of the Company at the time of the resolution or – if lower – at the time of the exercise of the authorisation. Shares acquired on the basis of this authorisation may not together with other of its own shares held by the Company, which the Company has already acquired and still holds or which are attributable to it according to Sec. 71 ff. Stock Corporation Act, exceed 10% of the basic capital of the Company in each case.

The authorisations can be exercised once or several times in one or several amounts in pursuit of one or more objectives by the Company but also by group companies or by third parties for the account of the Company or of the group companies.

The authorisation may not be exercised for the purpose of trading in the Company's own shares.

c) The manner and method of acquisition of the Company's own shares

The acquisition of its own shares by the Company takes place at the election of the Management Board (i) through the stock exchange, (ii) by a public purchase offer addressed to all shareholders of the Company or by a public request to the shareholders to make a sales proposal (the acquisition according to (ii) hereinafter "**Public Acquisition Offer**") or (iii) by means of public offer or a public request to make an offer to exchange liquid shares admitted to trading on an organised market in the meaning of the Securities Acquisition and Takeover Act (hereinafter "**Exchange Shares**") against shares of the Company (the acquisition according to (iii) hereinafter "**Exchange Offer**").

(i) Acquisition of shares through the stock exchange

If the acquisition by the Company of its own shares takes place through the stock exchange, the purchase price per share paid (without ancillary purchase costs) by the Company may not exceed or fall below the price for a share of the Company in Xetra trading (or a corresponding successor system) ascertained on the trading day by the opening auction by more than 10%.

(ii) Acquisition of shares (1) by means of a public purchase offer or (2) by means of public request to make a sales offer

In the case of acquisition by public purchase offer the Company can set a fixed purchase price or a purchase price range for each share (without ancillary purchase costs), within which it is prepared to purchase shares. In the Public Acquisition Offer, the Company can set a period for acceptance or the making of the offer and the possibility and the conditions for adjustment of the purchase price range during the period in the event of not only insignificant price changes. The purchase price will in the case of a purchase price range be ascertained on the basis of the sales prices stated in the acceptance or offer declarations of the shareholders and the acquisition volume set by the Management Board after the ending of the offer period.

(1) In the case of a public purchase offer of the Company, the offered purchase price or the purchase price range may not exceed or fall below the volume-weighted average market price for a share of the Company in Xetra trading (or a corresponding successor system) on the last five (5) stock exchange trading days price prior to the day of the public announcement of the offer by more than 10%. In the event of adjustment of the purchase price range by the Company, the last five (5) stock exchange trading days prior to the public notification of the adjustment will be relied on.

(2) In the case of a request to the shareholders to make a sales offer, the purchase price (without purchase ancillary costs) for each share of the Company ascertained on the basis of the offers made may not exceed or fall below the volume weighted average of the market price for a share of the Company in Xetra trading (or a corresponding successor system) on the last five (5) stock exchange trading days prior to the day of the publication of the request to make a sales offer by more than 10%. In the event of an adjustment of the purchase price range by the Company, the last five (5) stock

exchange trading days prior to the public notification of the adjustment will be relied on.

The volume of the purchase offer or the sales request can be restricted. If the shares offered by the shareholders for acquisition exceed the total amount of the purchase offer or the sales request of the Company, they will be taken into account or accepted in the proportion borne by the total amount of the purchase offer or the sales request to the total of the shares offered by the shareholders. It can, however, be provided that minor amounts of up to 100 shares offered per shareholder will be acquired in preference. The purchase offer or the sales request can provide other conditions.

(iii) The acquisition of shares (1) by means of a public offer to exchange liquid shares or (2) by a public request to make an offer for the exchange of liquid shares, each of which are admitted to trade on an organised market in the meaning of the Securities Acquisition and Takeover Act.

In the case of an acquisition by an Exchange offer, the Company can set either an exchange ratio or a corresponding exchange range at which it is prepared to acquire shares of the Company. Payment in cash can thereby be made as additional payment or in compensation for fractional amounts. In the Exchange Offer, the Company can set a period for the acceptance or making of the offer and the possibility and the conditions for adjustment of the exchange range during the period in the event of not only insignificant price changes. The exchange ratio will be ascertained in the event of an exchange range on the basis of the exchange ratio and/or other data stated in the acceptance or offer declarations of the shareholders and the acquisition volume set by the Management Board after the ending of the offer period.

(1) In the case of an Exchange Offer of the Company, the offered exchange ratio or the exchange range may not exceed the crucial value of a share of the Company by more than 10% or fall below the said value by more than 20%. The volume-weighted average market price of an Exchange Share weighted average of the market price of an exchange share and a share of the Company in Xetra trading (or a corresponding successor system) or on an organised market in the meaning of the Securities Acquisition and Takeover Act on the last five (5) stock exchange trading days prior to the day of the public notification of the offer is to be charged in each case. In the event of adjustment of the exchange range by the Company, the last five (5) stock exchange trading days prior to the public notification of the adjustment will be relied on.

(2) In the case of a request to the shareholders to make an offer for the exchange of liquid shares the exchange ratio may not exceed the crucial value of a share of the Company by more than 10% or fall below the said value by more than 20%. The volume weighted average of the market price of an exchange share and a share of the Company in Xetra trading (or a corresponding successor system) or on an organised market in the meaning of the Securities Acquisition and Takeover Act on the last five (5) stock exchange trading days prior to the day of the public notification of the offer is to be charged in each case. In the event of adjustment of the exchange range by the Company, the last five (5) stock exchange trading days prior to the public notification of the adjustment will be relied on.

The volume of the Exchange Offer or the request to make an Exchange Offer can be restricted. If the shares offered by the shareholders for exchange exceed the total amount of the Exchange Offer or the request of the Company to make an Exchange Offer, they will be taken into account or accepted in the proportion borne by the total amount of the Exchange Offer

or the request to make an Exchange Offer to the total of the shares of the Company offered by the shareholders. It can however be provided that minor amounts of up to 100 shares offered per shareholder will be acquired in preference. The Exchange Offer or the request to make an Exchange Offer can provide other conditions.

d) Authorisation of the Management Board to sell and otherwise use acquired shares

The Management Board is authorised to use the shares of the Company acquired by it on the basis of the above authorisation or on the basis of prior authorisations apart from a sale through the stock exchange or by means of an offer to all shareholders in the following manner:

aa) They can be redeemed and the basic capital of the Company reduced by the amount of basic capital attributable to the redeemed shares without the redemption or its implementation requiring a further General Meeting resolution. The Management Board can also redeem the shares in the simplified procedure without reducing the basic capital so that the proportion of the remaining shares in the basic capital is increased by the redemption. If the redemption of the shares takes place in the simplified procedure without reduction of the basic capital, the Management Board is authorised to adjust the number of shares in the Articles of Association of the Company.

bb) They can be offered for sale and transferred to persons employed or previously employed by the Company or one of its affiliates and to organ members of affiliates of the Company. With regard to targets, acquisition and exercise periods, the waiting time for the first exercise and further conditions, the conditions described under Agenda item 1 and 2 of the extraordinary General Meeting of the Company of 8 September 2014 apply – for the Share Option Programme 2014/II in the version amended by the General Meeting of 2 June 2017.

cc) They can be offered with the consent of the Supervisory Board to third parties in return for contributions in kind, in particular in the course of merger resolutions or acquisitions of companies, plants, company parts, or interests and transferred thereto. The above described shares can also be used to end or settle corporate law conciliation proceedings at affiliates of the Company.

dd) They can, with the consent of the Supervisory Board, be sold for cash to third parties if the price at which the shares of the Company are sold does not significantly fall below the stock exchange price of a share of the Company at the time of sale (Sec. 186 ss. 3 sent. 4 Stock Corporation Act).

ee) They can be used to service acquisition obligations or acquisition rights to shares of the Company out of an in connection with conversion and option bonds or profit rights with conversion or option rights issued by the Company or one of its group companies.

The total of shares used on the basis of the authorisations under d) dd) and ee) of this Agenda item 10 above to the extent they are issued in analogous application of Sec. 186 ss. 3 sent. 4 Stock Corporation Act (with the exclusion of subscription rights for cash not significantly below the stock exchange price) may not exceed 10% of the basic capital either at the time of the passing of the resolution

or – if lower – at the time of the exercise of the authorisation. Shares issued or sold in direct or analogous application of Sec. 186 ss. 3 sent. 4 Stock Corporation Act during the period of this authorisation until that time are to be credited against this restriction. Shares issued or to be issued to serve conversion or option bonds or profit rights with conversion or option rights are also to be credited to the extent these bonds were issued during the period of this authorisation according to Sec. 186 ss. 3 sent. 4 Stock Corporation Act.

e) Authorisation of the Supervisory Board to use the Company's own shares acquired

The Supervisory Board is authorised to use the shares of the Company acquired by it on the basis of the authorisation under c) of this Agenda item 10 above and on the basis of prior authorisations to service share options of the Management Board of the Company which were issued under the share option programmes described at Agenda items 1 and 2 of the extraordinary General Meeting of the Company of 8 September 2014 – for the Share Option Programme 2014/II in the version amended by the General Meeting of 2 June 2017. With regard to targets, acquisition and exercise periods and the waiting period for the first exercise and other conditions, the conditions of the share options programmes described under Agenda items 1 and 2 of the extraordinary General Meeting of the Company on 8 September 2014 – for the Share Option Programme 2014/II in the version amended by the General Meeting of 2 June 2017.

f) Other provisions

The authorisations to use the Company's own shares stated under d) and e) of this Agenda item 10 above may be used entirely or related to partial volumes of the Company's own shares acquired once or several times, individually or together. The authorisations under d) of this Agenda item 10 above can also be exercised by independent companies or companies in the majority ownership of

the Company or by third parties for the account of the Company or of its dependent or majority held companies. By the use of the authorisations under d) bb) and e) of this Agenda item 10 above a proportionate amount of 10% of the basic capital of the Company may not be exceeded whether at the time of the passing of the resolution of the General Meeting on these authorisations nor at the time of the exercise of these authorisations. Shares issued out of authorised capital and/or conditional capital to employees and/or members of the management organs of the Company and/or of its affiliates during the period of these authorisations are to be credited against the above mentioned maximum limit of 10%

11. Resolution on an authorisation to use own capital derivatives for the acquisition of the Company's own shares

In addition to the authorisation resolved on under Agenda item 10 of this General Meeting above, the Company is also intended to be authorised to acquire its own shares using own capital derivatives.

Therefore, the Management Board and the Supervisory Board propose the following resolution:

In addition to the authorisation resolved on under Agenda item 10 of this General Meeting, the Management Board is authorised up to 7 June 2023 with the consent of the Supervisory Board to acquire the Company's own shares of up to a total of 5% of the basic capital existing at the time of the passing of the resolution by the use of derivatives (put or call options or a combination of both). The acquisitions of shares are also to be credited against the 10% limit according to b) to f) under Agenda item 10 of the authorisation to acquire the Company's own shares resolved on by the General Meeting.

a) On the acquisition of the Company's own shares with the use of derivatives in the form of put and call options or a combination of both, the options must be concluded with a financial institution or through a stock exchange on conditions close to market conditions, in the course of ascertaining which, inter alia, the purchase price for

the shares payable on the exercise of the options is to taken into account (hereinafter "**Exercise Price**"). In any event, the Company may acquire at most up to a total of 5% of the basic capital by the use of derivatives in the form of put and call options or a combination of both. The period of options must be so selected that the acquisition of shares in exercise of the options takes place at the latest on 7 June 2023. The shareholders have no right – in analogous application of Sec. 186 ss. 3 sent. 4 Stock Corporation Act – to conclude such option transactions with the Company. The exercise price (without ancillary purchase costs but taking into account the received or paid option premium) may not exceed the volume-weighted average of the market price of a share of the Company in Xetra trading (or a corresponding successor system) on the last five (5) stock exchange trading days prior to the conclusion of the relevant option transaction by more than 10% or fall below it by more than 20%.

b) Shareholders have a right to the purchase of their shares only to the extent that the Company is obliged to them under the derivative transactions to purchase the shares. Any further purchase right is excluded.

c) For the use of own shares acquired by the Company by means of own capital derivatives, the provisions contained in the authorisation concluded under Agenda item 10 above of this General Meeting apply.

d) The authorisation can be exercised once or several times entirely or in partial amounts in pursuit of one or more objectives by the Company but also by group companies or by third parties for the account of the Company or the group companies.

II. Information on the candidates for the Supervisory Board proposed for election and reports of the Management Board to the General Meeting

1. Information on the Supervisory Board candidates proposed for election under Agenda item 7

a) Prof. Dr. Marcus Englert, proposed for election to the Supervisory Board, is managing director of Texas Atlantic Capital GmbH, Munich and is resident in Munich.

Prof. Dr. Englert is a member of the following supervisory boards to be formed according to statute or other comparable supervisory committees in Germany or abroad:

- EDSA European Directories Group, Amsterdam, Netherlands (Chairman of the Board)

- Sixt Leasing SE, Pullach (Deputy Chairman of the Supervisory Board)

In the meaning of No. 5.4.1 ss. 6 to 8 of the German Corporate Governance Code (*DCGK*), it is declared:

Prof. Dr. Englert has been a member of the Supervisory Board of the Company since 2014 and since 2015 chairman of the Supervisory Board. Other than that, Prof. Dr. Englert does not, in the opinion of the Supervisory Board, have any personal or business relationships to the Company, its group companies, the organs of the Company, or a significant shareholder in the Company requiring disclosure in the meaning of No. 5.4.1 ss. 6 to 8 DCGK.

Prof. Dr. Englert's Curriculum Vitae is available on the Company's website under www.rocket-internet.com/investors/annual-general-meeting.

b) Mr. Norbert Lang, also proposed for election to the Supervisory Board, is a self-employed management consultant and resident in Waldbrunn/Lahr.

Mr. Lang is a member of the following supervisory boards to be formed according to statute or other comparable supervisory committees in Germany or abroad:

- 1&1 Telecommunication SE, Montabaur
- Drillisch Online AG, Maintal
- 1&1 Drillisch AG, Maintal

In the meaning of No. 5.4.1 ss. 6 to 8 of the German Corporate Governance Code (*DCGK*), it is declared:

Mr. Lang has been a member of the Supervisory Board of the Company since 2015. Other than that, Mr. Lang does not, in the opinion of the Supervisory Board, have any personal or business relationships to the Company, its group companies, the organs of the Company, or a significant shareholder in the Company requiring disclosure in the meaning of No. 5.4.1 ss. 6 to 8 DCGK.

Mr. Lang's Curriculum Vitae is available on the Company's website under www.rocket-internet.com/investors/annual-general-meeting.

c) Mr. Pierre Louette, also proposed for election to the Supervisory Board, is CEO of Les Echos Le Parisien Group, LVMH and resident in Saint-Cloud, France.

Mr. Pierre Louette is a member of the following supervisory board to be formed according to statute or other comparable supervisory committees in Germany or abroad:

- Réunion des Musées Nationaux, Paris, France

In the meaning of No. 5.4.1 ss. 6 to 8 of the German Corporate Governance Code (*DCGK*), it is declared:

Mr. Pierre Louette has been a member of the Supervisory Board of the Company since 2016. Other than that, Mr. Pierre Louette does not, in the opinion of the Supervisory Board, have any personal or business relationships to the Company, its group companies, the organs of the Company, or a significant shareholder in the Company requiring disclosure in the meaning of No. 5.4.1 ss. 6 to 8 DCGK.

Mr. Louette's Curriculum Vitae is available on the Company's website under www.rocket-internet.com/investors/annual-general-meeting

d) Prof. Dr. Joachim Schindler, also proposed for election to the Supervisory Board, is a self-employed auditor and tax advisor and resident in Berlin.

Prof. Dr. Joachim Schindler is a member of the following supervisory boards to be formed according to statute or other comparable supervisory committees in Germany or abroad:

- Salzgitter AG, Salzgitter
- CORE SE, Berlin (Chairman of the Supervisory Board)
- Zoologischer Garten Berlin AG, Berlin
- Medizinische Hochschule Brandenburg CAMPUS GmbH, Neuruppin (Deputy Chairman of the Supervisory Board)

In the meaning of No. 5.4.1 ss. 6 to 8 of the German Corporate Governance Code (*DCGK*), it is declared:

Prof. Dr. Schindler has been a member of the Supervisory Board of the Company and chairman of the Audit Committee since 2015. Prof. Dr. Schindler does not, in the opinion of the Supervisory Board, have any personal or business relationships to the Company, its group companies, the organs of the Company, or a significant shareholder in the Company requiring disclosure in the meaning of No. 5.4.1 ss. 6 to 8 DCGK.

Prof. Dr. Schindler's Curriculum Vitae may be viewed on the Company's website under www.rocket-internet.com/investors/annual-general-meeting.

2. Report of the Management Board on the acquisition of own shares based on the authorisation of the General Meeting of 2 June 2017 on Agenda item 10 (Resolution on the authorisation to acquire the Company's own shares and to use them including the authorisation to redeem shares of the Company acquired and capital reduction) and on Agenda item 11 (Resolution on an authorisation to use own capital derivatives when acquiring the Company's own shares)

The Management Board submits the following report according to Sections 71 ss. 1 No. 8 ss. 3 sent. 1 Stock Corporation Act with respect to the acquisition of own shares that have been acquired on the basis of the authorisation of the General Meeting on 2 June 2017 and according to Sec. 71 ss. 1 No. 8 sent. 5 in connection with Sec. 186 ss. 4 sent. 2 Stock Corporation Act on Agenda item 10 and Agenda item 11 of the General Meeting on the grounds for the authorisation to exclude subscription rights of shareholders on the sale of the Company's own shares purchased:

a) Acquisition of own shares on the basis of the authorisation of the General Meeting on 2 June 2017

Based on the existing authorisation in accordance with the resolution of the General Meeting on 2 June 2017 with the term of the authorisation being up to 1 June 2022, the Management Board resolved a share buy-back programme with a term from 14 August 2017 to 30 April 2018 (hereinafter: "**Share Buyback Programme 2017**"). On 16 April 2018, the Company ended the Share Buyback Programme 2017 prematurely with the ending of the trading day on 16 April 2018. Under this Share Buyback Programme 2017 the Company has bought back 1,041,167 own shares of the Company for an average price of EUR 20.4091 per share and for an overall price of EUR 21,249,270.35. A proportional amount of the basic capital of EUR 1,041,167.00 is attributable to the 1,041,167 shares acquired; this is equivalent to approximately 0.63% of the current registered basic capital of the Company. No use has been made of the existing authorisation by resolution of the General Meeting on 2 June 2017 to use derivatives for acquisition of own shares. The buyback took place between 14 August 2017 and 2 January 2018.

On 16 April 2018, the Management Board resolved, with approval of the Supervisory Board, utilizing the authorisation of the General Meeting on 2 June 2017, to buy back up to 15,472,912 shares of the Company (corresponding to a maximum of up to 9.37% of the Company's registered basic capital) through a public share purchase offer against payment of an offer price in the amount of EUR 24.00. The acceptance period began on 17 April 2018, 00:00 (CEST), and is expected to end on 2 May 2018, 24:00 (CEST). PLDT Online Investments Pte. Ltd., a shareholder of the Company, has irrevocably committed itself to accept the public share purchase offer of the Company for at least 6,800,000 shares directly held by it (corresponding to at least 67.38% of the total number of shares held by PLDT Online Investments Pte. Ltd. in the Company).

b) Report on Agenda item 10 and Agenda item 11

As to Agenda item 10, the Management Board and Supervisory Board propose that the Company be authorised to acquire by 7 June 2023 its own shares corresponding to up to 10% of the basic capital existing at the time of the resolution of the General Meeting or – if lower – at the time of the exercise of the authorisation. With this authorisation, the possibility of repurchasing shares and the use of shares purchased is to be created. The authorisation also covers the use of own shares already acquired on the basis of the existing authorisation in accordance with the resolution of the General Meeting on 2 June 2017. The Company's own shares may be acquired both by the Company itself and also by dependent or majority-held companies (group companies) or for the account of the Company or third parties acting for the account of group companies.

As to Agenda item 11, and in addition to the possibilities provided under Agenda item 10, the Management Board and the Supervisory Board propose that the Company be authorised to acquire its own shares by use of equity capital derivatives as well.

The acquisition of its own shares can take place through the stock exchange or by way of a public purchase or Exchange Offer. In

the course of the acquisition, the principle of equal treatment of shareholders according to Sec. 53a Stock Corporation Act is to be complied with. The proposed acquisition through the stock exchange or by way of a public purchase or Exchange Offer takes account thereof. If in the course of a public purchase or Exchange Offer the number of offered shares exceeds the purchase volume intended by the Company, the acquisition or exchange takes place proportionately in the relationship of the offered shares per shareholder. However, irrespective of the shares offered by the shareholder a purchase or exchange of a minor number of up to 100 shares per shareholder can be preferred. Shares with a price set by the shareholder at which the shareholder is prepared to sell the shares to the Company and which is higher than the purchase price set by the Company will not be considered for acquisition. That applies analogously to an exchange ratio set by the shareholder by which the Company would be obliged to deliver and transfer more Exchange Shares than the exchange ratio set by the Company for shares of the Company.

aa) The proposed authorisation provides that shares of the Company acquired by it can be redeemed without any further General Meeting resolution or can also again resold through the stock exchange or by public offer to all shareholders. The redemption of the Company's own shares leads in principle to the reduction of the Company's basic capital. The Management Board is however also authorised to redeem the Company's own shares without reducing the basic capital according to Sec. 237 ss. 3 No. 3 Stock Corporation Act. The proportion of the other shares of the basic capital according to Sec. 8 ss. 3 Stock Corporation Act (nominal amount) would thereby proportionally increase. In both of the sales methods stated, the corporate law principle of equal treatment will be complied with.

bb) On 8 September 2014, the extraordinary General Meeting resolved on authorisations to issue share options to Mr. Oliver Samwer, further members of the Management Board, and to

selected leading employees of the Company and affiliates of the Company. The underlying share option programmes – the Share Option Programme 2014/II as amended by the General Meeting on 2 June 2017 – (hereinafter "**Share Option Programme 2014**") serve the targeted incentivisation of the participants in the programme and are at the same time targeted to bind the participants to Rocket Internet. The Share Option Programme 2014 provide that during the term of the programs up to 10,546,825 share options to up to 10,546,825 bearer non-par value shares of the Company will be granted to participants in the programme (if share options of members of the Management Board of the Company are serviced, the Supervisory Board decides). It is provided that the Company, apart from shares out of conditional capital (in particular Conditional Capital 2014/I and Conditional Capital 2014/II), is also intended to be able to use its own shares to service share options issued. The transfer of the Company's own shares instead of availing of any conditional capital available can be a financially useful alternative because it avoids to a great extent the expense and other dilution effects from a capital increase and the admission of new shares. Therefore, the exclusion of subscription rights is in principle in the interests of the Company and its shareholders. This authorization is limited to 10% of the basic capital at the time of the passing of the resolution or – if less – at the time of the exercise of this authorisation. The shares issued out of authorized capital and/or conditional capital during the term of this authorisation to employees and/or members of management organs of the Company and/or its affiliates are to be credited against the said 10% limit.

cc) In addition, it is also intended to be possible for the Management Board with the consent of the Supervisory Board to offer and transfer the Company's own shares as consideration in the course of mergers or on the acquisition of companies, plants, company parts, or interests. The authorisation proposed for this reason is intended to

strengthen the Company for competition regarding attractive acquisitions and to enable it to react rapidly, flexibly and without impairing liquidity to acquisition opportunities arising. The proposed exclusion of subscription rights of shareholders takes account of this. The decision whether in any particular case the Company's own shares from an authorised capital will be used is made by the Management Board, guided solely by the interests of the Company and the shareholders. In the course of the valuation of the Company's own shares and the consideration for them, the Management Board will ensure that the interests of the shareholders are reasonably protected. In this regard, the Management Board will take into account the stock exchange price of the shares of the Company; no schematic linking to a stock exchange price is intended, in particular so that negotiation results once achieved cannot again be questioned due to fluctuations in the stock exchange price.

dd) It is intended that the Management Board be enabled with the consent of the Supervisory Board to sell acquired shares of the Company for cash to third parties with the exclusion of the subscription rights of the shareholders if the sale price for each share does not significantly fall below the stock exchange price of shares of the Company at the time of the sale. With this authorisation the possibility of simplified exclusion of subscription rights permitted by Sec. 71 ss. 1 No. 8 sent. 5 Stock Corporation Act in analogous application of Sec. 186 ss. 3 sent. 4 Stock Corporation Act is availed of. The Management Board is thereby placed in a position to be able rapidly and flexibly, to take advantage of the opportunities of favourable stock exchange situations, and achieve, through setting a price in line with market conditions, the highest possible resale price and thereby usually achieve strengthening of equity capital or access to a new group of investors. The authorisation is subject to the shares issued with exclusion of subscription rights not exceeding a total of 10% of the basic capital, whether at the time of the resolution or at

the time of the use of the authorisation. Shares which are issued during the term of the resale authorisation in direct or analogous application of Sec. 186 ss. 3 sent. 4 Stock Corporation Act are to be credited against this limit. Shares issued or to be issued to service conversion or option bonds or profit rights with conversion or option rights also fall hereunder if these bonds are issued or sold during the term of this authorisation up to this time with the exclusion of subscription rights analogously to Sec. 186 ss. 3 sent. 4 Stock Corporation Act. The asset and voting interests of the shareholders will be reasonably protected by this manner of sale of the Company's own shares. The shareholders have in principle the possibility to maintain their proportionate participation on comparable conditions by purchasing shares through the stock exchange.

ee) The acquisition by the Company of its own shares with the use of derivatives in the form of put and call options or a combination of both may only take place through options with a financial institution or through the stock exchange in line with market conditions. For the avoidance of a dilution effect, the acquisition of the Company's own shares with the use of derivatives in the form of put or call options or a combination of both is also limited to a maximum of a total of 5% of the basic capital, the Company's own shares acquired through derivatives being credited against the maximum limit of 10% of the basic capital of the Company in the course of the acquisition and holding of the Company's own shares.

ff) In addition, the Company is also intended to be able to use its own shares to service acquisition obligations or acquisition rights to shares of the Company out of and in connection with conversion or option bonds or profit rights with conversion and option rights issued by the Company or one of its group companies. For this purpose, the subscription right of shareholders must be excluded. This applies even in the case of a sale of the Company's own shares by public offer to all

shareholders for the possibility of granting creditors of such instruments subscription rights to shares to the extent to which they would be entitled if the relevant conversion or option rights had already been exercised (protection against dilution). This authorisation is subject to the condition that the shares issued with the exclusion of subscription rights may not exceed a total of 10% of the basic capital, whether at the time of the resolution or at the time of the exercise of the authorisation. Shares which are issued during the term of the resale authorisation in direct or analogous application of Sec. 186 ss. 3 sent. 4 Stock Corporation Act are to be credited against this limit. Shares issued or to be issued to service conversion or option bonds or profit rights with conversion or option rights also fall hereunder if these bonds are issued or sold during the term of this authorisation up to this time with the exclusion of subscription rights analogously to Sec. 186 ss. 3 sent. 4 Stock Corporation Act.

The Management Board will report at the next General Meeting in each case according to Sec. 71 ss. 3 sent. 1 Stock Corporation Act on any exercise of this authorisation.

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III. Further information on the calling of the General Meeting

1. Total number of shares and voting rights

At the time of the calling of the General Meeting, the Company has issued 165,140,790 bearer non-par value shares. Each non-par value share grants one vote. This total number of shares includes at the time this invitation is published 1,041,167 own shares of the Company, based on which the Company is not in accordance with Sec. 71b Stock Corporation Act entitled to any rights. Therefore, the total number of votes at the time this invitation is published amounts to 164,099,623.

2. Conditions for participation in the General Meeting and the exercise of the voting right

Only those shareholders registered within the prescribed time prior to the General Meeting and proving that they hold shares are entitled to attend the General Meeting and to exercise their voting rights. The proof of shareholding is to be provided by special evidence of shareholding in the Company issued in text form (Sec. 126b Civil Code) in German or English by the portfolio institution. The special evidence of shareholding in the Company must refer to the beginning of 18 May 2018 (00:00 hrs. CET) (hereinafter "**Evidence Date**").

The notification and special evidence of shareholding must be received by the Company at the latest on 1 June 2018 (24:00 hrs. CET) at one of the following contact possibilities:

Rocket Internet SE
c/o Link Market Services GmbH
Landshuter Allee 10
80637 Munich
Germany

or by telefax:
+49 (0) 89 210 27 289

or by e-mail:
inhaberaktien@linkmarketservices.de

Tickets for entry will be sent to persons entitled to attend after successful registration.

3. Significance of the Evidence Date

In relation to the Company, for participation in the General Meeting and for the exercise of the voting right, only those who have provided the special evidence of shareholding are deemed to be shareholders. The entitlement to participate and the number of voting rights are thereby established exclusively in accordance with the shareholding of the shareholder on the Evidence Date. The Evidence Date is not accompanied by a lock-up on the sale of shares. Even in case of complete or partial sale of shares after the Evidence Date, only the shareholding of the shareholder on the Evidence Date is crucial for the entitlement to participate and the number of voting rights, i.e. sales of shares after the Evidence Date have no effect on the entitlement to participate in the General Meeting and the number of voting rights. The same applies for the acquisition of shares after the Evidence Date. Persons who, on the Evidence Date, hold no shares and only become shareholders thereafter, are only entitled to participate and vote for these acquired and held shares if they obtained an authorisation or entitlement to exercise the rights. The Evidence Date has no significance for the entitlement to dividends.

4. Procedure for voting by proxies

Shareholders, who cannot or do not wish to participate personally in the General Meeting can be represented in the exercise of their rights in particular the voting right by proxies, i.e. a credit institution, a shareholders' association or other persons of their choice. If the shareholder authorises more than one person, the Company can reject one or more of these.

The issue of the proxy, its revocation, and evidence of authorisation to the Company requires text form (Sec. 126b Civil Code). If a credit institution, an institution or company equated therewith according to Sec. 135 ss. 10 in connection with Sec. 125 ss. 5 Stock Corporation Act, a shareholders' association, or a person in the meaning of Sec. 135 ss. 8 Stock Corporation Act is authorised, other rules can apply, inquiries regarding these rules should be directed at respective persons.

The Company offers its shareholders that they may authorise representatives nominated by the Company and bound by instructions to exercise their voting rights. The representatives nominated by the Company exercise the voting right exclusively on the basis of the instructions issued by the shareholder and have the right to issue sub-proxies. The authorisation to the representatives nominated by the Company requires text form just as the issue of the instructions does (Sec. 126b Civil Code). If no express instructions or if contradictory or unclear instructions are issued, the representative nominated by the Company will abstain on the relevant Agenda item. The representatives nominated by the Company do not accept either in advance of the General Meeting or during the General Meeting instructions to speak, to raise objections against General Meeting resolutions or ask questions or make applications.

A form for the issue of proxies and the proxy and instruction form for the representatives nominated by the Company are received by the shareholders together with the admission tickets. Such forms are also accessible on the internet site of the Company under www.rocket-internet.com/investors/annual-general-meeting. It is also possible to issue a proxy in another manner. This must, however, also satisfy the

text form (Sec. 126b Civil Code) if neither a credit institution nor an equated institution or company according to Sec. 135 ss. 10 in connection with Sec. 125 ss. 5 Stock Corporation Act, a shareholders' association or a person in the meaning of Sec. 135 ss. 8 Stock Corporation Act is authorised.

The issue of a proxy, its revocation, and evidence of a proxy issued to a proxy bearer or its revocation vis-à-vis the Company and the authorisation and instruction form for the representative nominated by the Company can be transmitted to the Company in the following manner:

Rocket Internet SE
c/o Link Market Services GmbH
Landshuter Allee 10
80637 Munich
Germany

or by telefax:
+49 (0) 89 210 27 289

or by e-mail:
inhaberaktien@linkmarketservices.de

The issue of the proxy, its revocation, and evidence of a proxy issued vis-à-vis a proxy bearer or its revocation vis-à-vis the Company can also take place on the day of the General Meeting at the entry check point. Authorisations to exercise the voting right and instructions to the Company nominated representatives must, if they are not issued, amended, or revoked at the General Meeting, be received at the latest by 7 June 2018, 16:00 hrs. (CET) at the above contact possibilities.

In case of the issue of a proxy, it is nonetheless required to submit registration and evidence of shareholding in the correct form and within the prescribed time according to the above provisions. This does not exclude – subject to the said time limits for issue of a proxy and instruction to the Company nominated representatives – the issue of proxies after registration and evidence of the shareholding.

5. Rights of the shareholders according to Art. 56 sentence 2 and sentence 3 SE Regulation, Sec. 50 ss. 2 SEAG, Sec. 122 ss. 2, Sec. 126 ss. 1, Sec. 127, Sec. 131 ss. 1 Stock Corporation Act

Addition to the Agenda at the request of a minority according to Art. 56 sentence 2 and sentence 3 SE Regulation, Sec. 50 ss. 2 SEAG, Sec. 122 ss. 2 Stock Corporation Act

Shareholders who together hold shares of five (5) percent of the basic capital or the amount of EUR 500,000.00 (this corresponds to 500,000 non-par value shares) can demand that matters be placed on the Agenda of the General Meeting and notified accordingly. This threshold is required according to Art. 56 sentence 2 and sentence 3 SE Regulation together with Sec. 50 ss. 2 SEAG for demands of shareholders in a Societas Europaea (SE). Sec. 50 ss. 2 SEAG corresponds to the content of Sec. 122 ss. 2 Stock Corporation Act.

Each new matter must be accompanied by grounds or a proposed resolution. The request is to be submitted in writing to the Management Board of the Company and must be received by the Company at least 30 days prior to the General Meeting i.e. at the latest by 8 May 2018 (24:00 hrs. CET). We request that such request be addressed as follows:

Rocket Internet SE
- Management Board -
Charlottenstraße 4, 10969 Berlin, Germany

Additions to the Agenda that have to be notified will be published – unless this has already taken place with the calling – without undue delay after receipt of the request in the Federal Gazette and forwarded to respective media for publication which can be assumed to disseminate the information throughout the entire European Union. They will also be made accessible on the website of the Company under www.rocket-internet.com/investors/annual-general-meeting and communicated to the shareholders in accordance with Sec. 125 ss. 3 sentence 3 Stock Corporation Act.

Applications and proposals for election from shareholders according to Secc. 126 ss. 1, 127 Stock Corporation Act

Shareholders can make counterproposals to proposals of the Management Board and the Supervisory Board on specific Agenda items according to Sec. 126 ss. 1 Stock Corporation Act and proposals for election according to Sec. 127 Stock Corporation Act. Counterproposals must be accompanied by grounds. Election proposals need not be accompanied by grounds. Counterproposals and election proposals are to be addressed exclusively to one of the following contact possibilities:

Rocket Internet SE
- Management Board -
Charlottenstraße 4, 10969 Berlin, Germany

or by telefax to the fax number:
+49 (0) 30 300 13 18 99

or by e-mail to:
hauptversammlung@rocket-internet.de

Applications or election proposals addressed otherwise will not be taken into account.

Counterproposals or election proposals received on time i.e. by 24 May 2018 (24:00 hrs. CET) at one of the above contact possibilities and to be made accessible will be made accessible to the shareholders without undue delay including the name of shareholder and the grounds on the website of the Company www.rocket-internet.com/investors/annual-general-meeting. Any opinions of the management will also be published there.

The Company can refrain under the conditions stated in Sec. 126 ss. 2 Stock Corporation Act (in connection with Sec. 127 sentence 1 Stock Corporation Act) from publishing a counterproposal and its grounds or an election proposal. The grounds of a counterproposal or any grounds of an election proposal need not be made accessible e.g. if it amounts to a total of more than 5,000 characters. An election proposal need not be made accessible by the Management Board according to Sec. 127 sentence 3 Stock Corporation Act if the proposal does not contain the data according to Sec. 124 ss. 3 sentence 4 Stock Corporation Act and Sec. 125 ss. 1 sentence 5 Stock Corporation Act.

It is also pointed out that counterproposals and election proposals, even if transmitted within the prescribed time to the Company, will be considered at the General Meeting only if they are made or distributed there. The right of any shareholder to make counterproposals on the various Agenda items or election proposals during the General Meeting without prior transmission to the Company remains unaffected.

Information right of the shareholders according to Sec. 131 ss. 1 Stock Corporation Act

Each shareholder or representative of a shareholder will upon request at the General Meeting be provided by the Management Board with information on matters of the Company if necessary for due assessment of the subject matter of the Agenda. The information obligation also extends to legal and business connections of the Company to affiliates and the situation of the group and of the companies included in the

consolidated annual financial statements. The Management Board can refrain from answering individual questions on the grounds stated Sec. 131 ss. 3 Stock Corporation Act (e.g. no disclosure of business secrets).

6. Information on the website of the Company

The calling of the General Meeting, the documents to be made accessible, and applications or election proposals of shareholders and other information are available on the website of the Company under www.rocket-internet.com/investors/annual-general-meeting.

7. Data privacy data subject information for shareholders and shareholder representatives

The Company is a data controller within the meaning of Article 4(7) General Data Protection Regulation ("**GDPR**") and processes personal data (first name, last name, address, e-mail address, number of shares, class of shares, type of share ownership, and entry ticket number; if applicable, the first and last name of the shareholder representative authorised to represent the relevant shareholder) on the basis of the data privacy regulations applicable in Germany in order to enable the shareholders to exercise their rights during the General Meeting. The Company is represented by the members of its Management Board Oliver Samwer, Peter Kimpel and Alexander Kudlich. The Company can be contacted as follows:

Rocket Internet SE
- Management Board -
Charlottenstraße 4, 10969 Berlin, Germany

or by phone:
+49 (0) 30 300 13 18 00

or by telefax to the fax number:
+49 (0) 30 300 13 18 99

or by e-mail to:
info@rocket-internet.com

If these personal data were not specified by the shareholders during registration for the General Meeting, the bank managing the share deposit account communicates their personal data to the Company. The personal data of the shareholders and shareholder representatives is only processed for the handling of their participation in the General Meeting and only to the extent absolutely necessary to achieve this purpose. The legal basis for this processing is Article 6(1)(c) GDPR. The Company stores these personal data for a period of ten (10) years commencing at the end of the year in which the General Meeting took place.

The service providers of the Company commissioned with the organisation of the General Meeting only receive such personal data from the Company as is necessary to carry out the commissioned service and only process the data in accordance with the instructions of the Company.

Reference is made to the explanations in section III.5. above with respect to the transfer of personal data to third parties within the scope of the notification of any requests of shareholders for additions to the Agenda and counterproposals or election proposals of shareholders.

With respect to the processing of personal data, the shareholders and shareholder representatives can request from the Company information about their personal data in accordance with Article 15 GDPR, the correction of their personal data in accordance with Article 16 GDPR, the deletion of their personal data in accordance with Article 17 GDPR, the restriction of the processing of their personal data in accordance with Article 18 GDPR, and the transmission of certain personal data to him/her or a third party specified by him/her (right to data portability) in accordance with Article 20 GDPR.

Shareholders and shareholder representatives can assert these rights against the Company free of charge by contacting the Company as follows:

Rocket Internet SE
Christian Lasch, Data Protection Officer
Charlottenstraße 4, 10969 Berlin, Germany

or by e-mail to:
christian.lasch@rocket-internet.de

In addition, shareholders and shareholder representatives have the right in accordance with Article 77 GDPR to lodge a complaint with the data protection supervisory authority either in the federal state in which they have their domicile or permanent residence or in the federal state of Berlin in which the Company has it registered office.

You can contact our data protection officer as follows:

Rocket Internet SE
Christian Lasch, Data Protection Officer
Charlottenstraße 4, 10969 Berlin, Germany

or by e-mail to:
christian.lasch@rocket-internet.de

Berlin, May 2018

Rocket Internet SE

Management Board

Directions

Address

Rocket Internet SE
Charlottenstraße 4
10969 Berlin
Germany

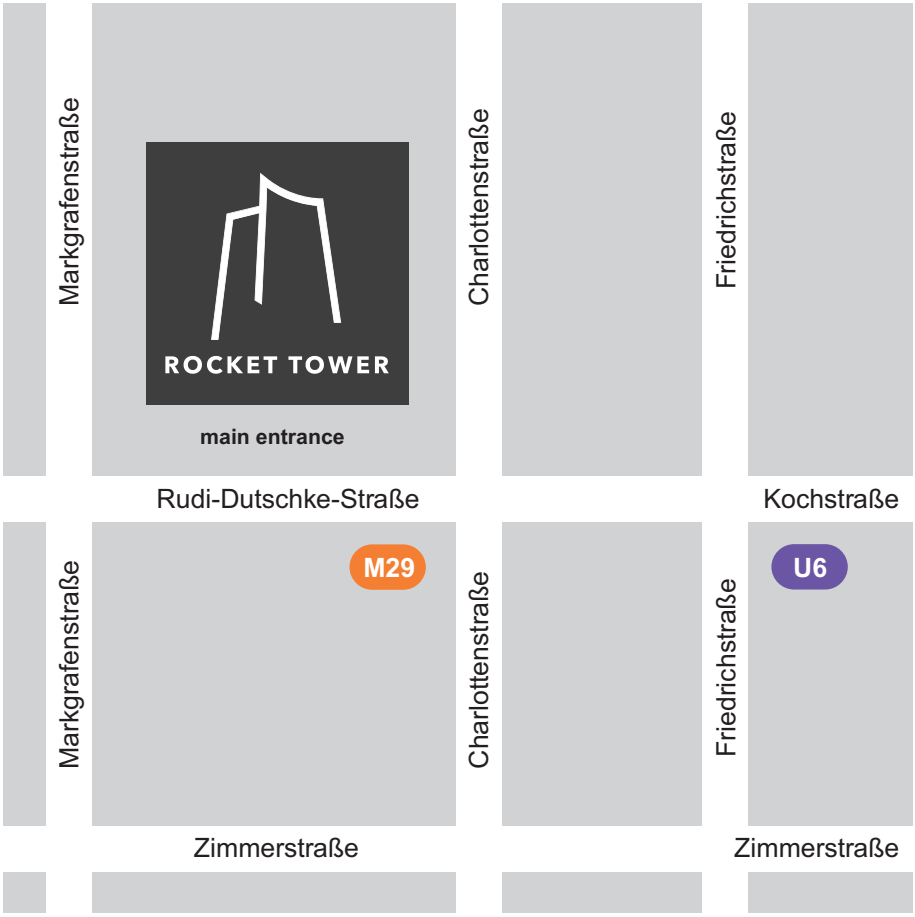
Public transportation:

Subway:

U6 Kochstraße / Checkpoint Charlie

Bus:

M29 Charlottenstraße


Markgrafenstraße
ROCKET TOWER
main entrance
Charlottenstraße
Friedrichstraße
Rudi-Dutschke-Straße
Kochstraße
Markgrafenstraße
M29
Charlottenstraße
Friedrichstraße
U6
Zimmerstraße
Zimmerstraße

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Charlottenstraße 4
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Germany