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14 July 2015



J.P.Morgan

Pricing Term Sheet

EUR 550 million Senior Unsecured Convertible Bonds due 2022

Issuer:	Rocket Internet SE (the "Issuer")
Securities Offered:	Euro denominated unsecured convertible bonds (the "Bonds"), convertible into new and/or existing (at the discretion of the Issuer) ordinary shares of the Issuer (the "Shares")
Size:	EUR 550 million
Underlying Shares:	11.57 million Shares of Rocket Internet SE initially (Bloomberg ticker: RKET GY)
Launch / Bookbuilding Date:	13 July 2015
Pricing Date:	14 July 2015
Closing and Settlement Date:	22 July 2015
Rating:	The Bonds are not expected to be rated
Status:	Senior unsecured obligations of the Issuer ranking <i>pari passu</i> and rateably, without any preference among themselves, and <i>pari passu</i> with all the Issuer's other future senior unsecured bonds
Form:	The Bonds will be in bearer form, represented by a global certificate to be held permanently by Clearstream Banking AG, Frankfurt, in its book-entry system, with a register of holders
Principal Amount:	EUR 100,000 per Bond
Maturity Date:	22 July 2022 (7 years)
Issue Price:	100% of the Principal Amount
Redemption Price:	100% of the Principal Amount
Coupon:	3.00% per annum, payable semi-annually (Act/Act (ICMA) day count fraction)
Reference Price:	EUR 35.2115 per Share
Conversion Premium:	35.0% above the Reference Price
Conversion Price:	EUR 47.5355, subject to adjustment as provided in the Terms and Conditions
Conversion Right:	Unless previously redeemed, or purchased and cancelled, the Bonds will be convertible at the option of the holders during the Conversion Period into Shares of

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the Issuer at the prevailing Conversion Ratio.

To exercise the Conversion Right, the Holder must deliver the conversion notice which must include a certification that the Holder or, if the Holder is a broker-dealer acting on behalf of a customer, such customer:

- (i) is not a U.S. person as such term is defined in Regulation S under the U.S. Securities Act of 1933, as amended or
- (ii) is a qualified purchaser (within the meaning of the U.S. Investment Company Act of 1940, as amended, and related rules). In this case, the Conversion Notice has to relate to Bonds with an aggregate Principal Amount of at least EUR 3,000,000.

Conversion Period:

The Conversion Right may be exercised at the option of the holder from 1 September 2015 (41 days after closing) until the close of business on the day falling 10 trading days prior to the Maturity Date, or in the event of early redemption, until the close of business on the 10th day before the date fixed for redemption, subject to certain excluded periods

Share Ranking:

Shares issued or transferred and delivered upon conversion of the Bonds will be credited as fully paid and will in all respects rank *pari passu* with the fully paid Shares in issue on the relevant settlement date (except for any right excluded by mandatory provisions of applicable law or as further set out in the Terms and Conditions)

Dividend Entitlement:

The Shares to be delivered by the Issuer upon conversion will be entitled to profits (to be paid out by way of dividends, if any) for the then current and all following financial years as from the beginning of the financial year of the Issuer in which such Shares are issued

Issuer Call:

The Issuer may, subject to a minimum 40 calendar days prior notice, redeem all but not some only of the Bonds at their Principal Amount, together with accrued but unpaid interest to the date fixed for redemption

- (i) at any time on or after 6 August 2019 (15 days after the 4th anniversary of the issue date), if on each of not less than 20 trading days in any period of 30 consecutive trading days the volume-weighted average price of one of the Underlying Shares exceeds 140% of the Conversion Price; and
- (ii) at any time if Conversion Rights shall have been exercised and/or purchases by the Issuer or its subsidiaries and/or redemptions effected in respect of 85 per cent or more in aggregate principal amount of the Bonds issued

Change of Control Protection:

If the Issuer gives notice of a voluntary tender offer for Shares of the Issuer or of a Change of Control without Tender Offer, the Conversion Price upon any exercise of Conversion Rights during the Change of Control Period will be adjusted pursuant to the following formula:

$$CP_a = \frac{CP}{1 + Pr \times \frac{c}{t}}$$

where:

CP_a = the adjusted Conversion Price

CP = the Conversion Price on the day preceding the day on which the Acceptance Event or the Change of Control without Tender Offer, as applicable, occurs;

Pr = the initial conversion premium of 35%

c = the number of days from the date on which the Acceptance Event or the Change of Control without Tender Offer, as applicable, occurs (including in each case) to the Maturity Date (excluding); and

t = the number of calendar days from and including the Issue Date to but excluding the Maturity Date (excluding)

There will be no adjustment of the Conversion Price if CP_a would, by applying the above formula, be greater than CP or lower than the notional nominal amount of one Share after applying the above formula.

An "Acceptance Event" occurs if upon a voluntary tender offer for Shares of the

Issuer (i) until the expiry of the acceptance period according to § 16(1) of the German Securities Acquisition- and Takeover Act or thereafter, the bidder publishes an announcement about the acceptance declarations received from which it can be derived that (x) the minimum percentage or the minimum number of Shares of the Issuer or the minimum percentage of the voting rights, the acquisition of which has been made by the bidder a condition for the effectiveness of the offer ("**Minimum Acceptance Threshold**"), has been reached or exceeded, or (y) in the event that no Minimum Acceptance Threshold has been determined, the shareholding of the bidder will as a result of the settlement of the voluntary tender offer reach or exceed such number of voting Shares of the Issuer as are necessary to have Control, and (ii) all offer conditions have been satisfied except for such offer conditions the satisfaction of which may remain pending upon the expiration of the acceptance period according to § 16(1) of the German Securities Acquisition- and Takeover Act; provided, however, that an Acceptance Event cannot occur anymore if any offer condition cannot be satisfied (already before or at the same time) any longer and the offer has, thus, failed.

A "**Change of Control**" occurs if (i) after the Issue Date, any person or persons acting in concert acquire Control of the Issuer (unless the acquiror is a credit institution, a financial service provider or a trustee that acquires Control only temporarily in a transitory function in connection with the implementation of a capital measure or corporate action) without a prior corresponding Acceptance Event having occurred (a "**Change of Control without Tender Offer**") or (ii) in the event of a voluntary tender offer for Shares of the Issuer a situation occurs in which (x) Shares already in control of the bidder and/or persons acting in concert with the bidder and Shares that have already been tendered to the bidder and/or persons acting in concert with the bidder carry in aggregate 30% or more of the voting rights for the Issuer (or instead a higher percentage that will, in future after a change in law, trigger an obligation to make a mandatory takeover offer) and (y) the offer has become unconditional.

"**Control**" means direct or indirect (within the meaning of § 22 of the German Securities Trading Act) legal or beneficial ownership of Shares carrying in aggregate 30% or more of the voting rights for the Issuer (or instead a higher percentage that will, in future after a change in law, trigger an obligation to make a mandatory takeover offer).

Please refer to the Terms & Conditions for the conversion procedure in case of the occurrence of a voluntary tender offer.

Anti-Dilution Protection:

The Bonds will contain customary anti-dilution provisions dealing, *inter alia*, with share subdivisions and consolidations, share splits, share distributions, spin-off events and rights issues

Dividend Protection:

Conversion Price adjustment for any dividends paid (full dividend protection)

Pass-through Option in case of Spin-off:

In the event of a split-up of the Issuer (§ 123(1) of the German Transformation Act, *Aufspaltung*) or a spin-off (§ 123(2) of the German Transformation Act, *Abspaltung*), the Issuer shall have the right at its discretion, provided the shares in the acquiring entity (entities) (the "**Spin-Off Shares**") can be delivered through the Clearing System, to pass-through to the Holders, in respect of each Bond, such number of Spin-Off Shares as is calculated by dividing the Principal Amount by the Conversion Price in existence on the Record Date (see below), as adjusted with respect to the Spin-Off Shares pursuant to the following formula, rounded down to the next full Spin-Off Share:

$$CP_S = CP \times \frac{1}{S}$$

where:

CP_S = the adjusted Conversion Price with respect to the Spin-Off Shares

CP = the Conversion Price prevailing on the Record Date

S = the number of Spin-Off Shares to which a holder of Shares is entitled with respect to one Share pursuant to the split-up/spin-off agreement

The Pass-through Option shall be exercised by the Issuer by irrevocable notice (the "**Pass-through Option Notice**"). The Pass-through Option Notice must be made not less than 10 Business Days prior to the relevant Record Date. Not later than on the relevant Record Date, the Issuer shall notify the Holders of the number of Spin-Off Shares as determined by the Calculation Agent.

If the Issuer exercises the Pass-through Option, no adjustment to the Conversion Price will be made in respect of the relevant split-up or spin-off

"**Record Date**" means the earlier of (A) the relevant time of the determination of the entitlement of shareholders of the Issuer to Spin-Off Shares, or (B) the trading day immediately preceding the ex-date.

Investor Put upon the occurrence of a Change of Control, a Transferring Merger or a Delisting Event:

Upon occurrence of a Change of Control, a Transferring Merger or a Delisting Event, the holder of each Bond will have the right to require the Issuer to redeem that Bond at its Principal Amount on the date fixed for redemption together with accrued interest

"**Transferring Merger**" means a merger according to § 2 of the German Transformation Act in which the Issuer is the transferor entity within the meaning of the German Transformation Act and where the shares of the acquiring entity are not listed on a market in the European Economic Area

"**Delisting Event**" means the occurrence of any of the following:

- (i) The Shares are not listed and admitted to trading on the non-regulated market (Entry Standard or a successor to the Entry Standard) or the regulated market of the Frankfurt Stock Exchange or another regulated market in a member state of the European Economic Area; or
- (ii) trading of the Shares on the non-regulated market (Entry Standard or a successor to the Entry Standard) or the regulated market of the Frankfurt Stock Exchange or another regulated market in a member state of the European Economic Area, as applicable, is suspended for a period of 10 consecutive Trading Days or for more than 15 Trading Days in any period of 30 consecutive Trading Days, provided that trading of the Shares on the non-regulated market (Entry Standard or a successor to the Entry Standard) or the regulated market of the Frankfurt Stock Exchange or another regulated market in a member state of the European Economic Area, as applicable, is not considered to be suspended on any Trading Day on which a general suspension of trading on the Frankfurt Stock Exchange or a regulated market in a member state of the European Economic Area, as applicable, has occurred.

Governing Law:	German Law
Tax:	No Issuer tax call or gross-up
Negative Pledge:	Yes, in respect of capital market indebtedness of the Issuer and its subsidiaries, subject to customary exception.
Cross Default:	Yes, in relation to the Issuer and its subsidiaries, as defined in the Terms and Conditions and subject to a threshold of EUR 40 million
Events of Default:	Yes, Events of Default include among others Cross Default (for details see above) and failure to pay principal/interest for 30 calendar days
Lock-Up:	Lock-up of 90 days from the Closing and Settlement Date for the Issuer and its affiliates. Global Founders GmbH will continue to be bound by the lock-up agreed in the context of the initial public offering of the Issuer until 2 October 2015
Selling Restrictions:	There are restrictions on the offer, sale, and delivery of the Bonds, inter alia, in the United States and the United Kingdom Private placement to institutional investors only under Regulation S Category 1; provided that private placements may only be made to non-US persons. No sale/ distribution in the U.S., or to investors in Canada, Australia, Japan and

	South Africa
	Standard restrictions apply elsewhere, including in the EEA
Offering Documents:	The offering is being conducted solely on a private placement basis with institutional investors. There will be no offering document prepared in connection with the offering. Investors will only receive this indicative term sheet, the Terms and Conditions and, after pricing, the pricing terms. Investors will need to take their investment decision based solely on publicly available information
Use of Proceeds:	Rocket Internet intends to use the proceeds to continue investing in its platform and generally increase Rocket's flexibility to decisively seize promising market opportunities, in particular to invest in a) proven winners, its most mature businesses, including to increase its existing stakes in these companies, b) emerging stars, including to retain or attain a majority position over the long-term and to reduce reliance on outside funding sources and c) concepts and new companies in order to be in a position to expand the funding of new companies significantly beyond seed rounds and to retain a majority ownership position also over the long-term, and d) general corporate purposes.
Listing:	Application will be made to include the Bonds for trading on the Open Market of the Frankfurt Stock Exchange within 30 days of the Closing and Settlement Date.
Clearing Codes:	ISIN Code: DE000A161KH4 Common Code: 126287437
Paying and Conversion Agent:	TBD
Calculation Agent:	TBD
Sole Global Coordinator and Bookrunner:	J.P. Morgan
Settlement Agent:	J.P. Morgan
Disclaimers:	Important - your attention is drawn to the disclaimers below, and any purchase of the Bonds will be deemed to be made in acceptance and acknowledgement by you of and subject to (i) the terms of such disclaimers and (ii) the final terms and conditions in respect of the Bonds which all purchasers are deemed to have reviewed and found satisfactory, prior to closing. Please request a copy of the terms and conditions if you have not received them.

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