

Terms and Conditions of Use of the Supplier Portal for Henkel AG & Co. KGaA and its subsidiaries

1. Preamble

1.1 Henkel AG & Co. KGaA (hereinafter referred to as "HENKEL") individually or together with its subsidiaries (within the meaning of §§ 15 ff. AktG) operates a Supplier Portal for itself and its subsidiaries on the website <https://supplierportal.henkelgroup.net/> enables commercial service providers, suppliers and subcontractors (hereinafter "Partner" or "Partners") to present their company, products and services to HENKEL.

1.2 Use of the HENKEL Supplier Portal is governed exclusively on the basis of these general terms and conditions of use (hereinafter "Terms and Conditions of Use").

1.3 Commercial dealings between HENKEL and the Partner are based on individual contractual agreements or the General Terms and Conditions of Purchase of HENKEL and the companies belonging to HENKEL. Should any conflicts exist between the contractual agreements and the General Terms and Conditions of Purchase, the contractual agreement shall prevail.

2. Registration on Supplier Portal and supplier self-assessment

2.1 The restricted-access area of the Supplier Portal with its functions, applications and information provides the framework for business processes between HENKEL and its Partners. Access to and inclusion in the database is limited to Partners that are registered at HENKEL. Claims for registration and inclusion in the HENKEL Supplier Portal database are excluded.

2.2 In case of sharing data on the Supplier Portal coming exclusively from the supplier's end, the supplier shall be responsible for the accuracy and completeness of such data.

2.3 Passwords granting access rights are issued to specific individuals. As such, the user must exercise caution in order to prevent their personal password from becoming known to unauthorized third parties. Should a user determine that an unauthorized third party has gained knowledge of their password or suspect improper use of their access information, the user shall immediately change their password and notify HENKEL of said improper use. Upon assuming a different role or responsibility, the user shall initiate the update (or cancellation) of their existing access rights in accordance with their new position. In addition, the user is obligated to inform the admin user of Supplier Portal at Partner if the basis for granting access rights is no longer valid, e.g. due to termination of their employment relationship with the Partner. In such case the admin user of Supplier Portal at Partner shall revoke the access rights of the user.

2.4 In the event of violation of these regulations, in particular in the event of misuse of personal access data, HENKEL reserves the right to block access rights and take further legal action.

3. Use of Supplier Portal

3.1 Use of HENKEL Supplier Portal shall exclusively be for purposes of conducting a business relationship between HENKEL and the Partner. Such use shall be limited with regard to duration and content to the fulfillment of the relevant contractual obligations. All other use is excluded. HENKEL may, at any time, specify or alter the duration and extent of specific access rights as well as the general scope of services offered as part of the Supplier Portal.

3.2 Circumvention of security measures or the execution of applications which may result in damage to HENKEL facilities is strictly prohibited. Furthermore, the user is obliged to refrain from any activities which could lead to the destruction or manipulation of HENKEL data assets or IT systems by the user or a third party.

3.3 Information from or regarding HENKEL shall not be provided to, leased or otherwise granted to third parties at any time or conveyed in a commercial manner.

3.4 In case the Partner suspects, detects or any other way becomes aware of a possible security breach in Supplier Portal, they shall immediately inform HENKEL thereof.

4. Prohibited Use of HENKEL Supplier Portal

Partner shall not use the Portal or any feature, aspect, or data in, a part of, or from the Portal to:

4.1 Post or send any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; harvest, collect, gather, or assemble information or data regarding other Suppliers, including, but not limited to, e-mail addresses and payment information without their consent;

4.2 Transmit, upload, post or publish on the Portal any unlawful, harassing, libelous, abusive, tortious, defamatory, threatening, harmful, invasive to another's privacy, vulgar, obscene, sexually oriented, pornographic, or otherwise objectionable material of any kind or nature;

4.3 Transmit any material that Supplier knows or should know contains a software virus or viruses, or other harmful or objectionable computer code, files, program or routine such as Trojan horses, worms, time bombs, cancel bots, or popups;

4.4 Attempt to gain unauthorized access to the Website, other accounts, computer systems, networks, or Partners connected to or using the Website, through password mining or any other means;

4.5 Interfere with or disrupt servers, networks, hardware, software, or Suppliers connected to or using the Portal, or violate the licenses, policies, procedures, or regulations of such;

4.6 Attempt to gain unauthorized access to the Portal, other accounts, computer systems, networks, or Suppliers connected to or using the Portal, through password mining or any other means;

4.7 Harass or interfere with another Supplier's use or enjoyment of the Portal or other Supplier's information or data on the Portal;

4.8 Engage in "scamming", "spoofing", "spamming" or any other objectionable or illegal e-mail activities, whether or not using the e-mail alias address;

4.9 Transmit, upload, post or publish any material which may infringe upon any intellectual property or other rights of any person including without limitation trademark rights, copyrights, or rights of publication in any form or format without the express written authorization of the owner of the copyrighted or proprietary material. When copyrighted or proprietary material is uploaded, posted or otherwise published by Supplier on the Portal, Supplier agrees to include with such material all notices of copyright or claims of proprietary rights that are required by law;

- 4.10. Copy any portion of the Portal for any purpose, including, but not limited to, copy any portion of the Portal for transmission or use, directly or indirectly, on any computerized electronic exchange other than the Portal, excepting only that portion of the information or data on the Portal that Partner uploaded to the Portal through Supplier's Account;
- 4.11. Grant access to Supplier's Account to any other person, whereas Partners are allowed to grant access to persons within Partner's company.
- 4.12. Transfer, rent, lease, grant a security interest in, or otherwise encumber in any way any portion of the Portal or any of Supplier's rights to access or use of the Portal, whether through this Agreement or otherwise;
- 4.13. Delete any author attributions, legal notices, or proprietary designations or labels in any file that is uploaded;
- 4.14. Falsify the origin or source of software or other material contained in a file that is uploaded;
- 4.15. Request any change in data which is in not in line with the existing contracts between HENKEL and the Partner.
- 4.16. Transmit information that the Partner knows or should know is unlawful (including, but not limited to, using payment information without the express written authorization of the Cardholder as defined by the PCI DSS);
- 4.17. Download any file posted by another Supplier that Supplier knows, or reasonably should know, cannot be legally distributed in such manner;
- HENKEL reserves the right to refrain from processing and/or to delete from the Portal any software, file, information, communication or other material or content that, in the judgement and sole discretion of HENKEL, is inconsistent with or contrary to the Purpose of the Portal.

5. Deletion of Registration

- 5.1. HENKEL reserves the right to remove Partners which have been previously registered and incorporated into the Supplier Portal from the HENKEL Supplier Portal at any time and without providing reasons, and additionally reserves the right to block access to the Supplier Portal.
- 5.2. In the event that HENKEL exercises its right of deletion or the Supplier Portal is discontinued, HENKEL will delete all user data along with all other stored personal Partner data as soon as said data is no longer required for the performance of commercial relationships.

6. Warranty and Liability

- 6.1. Information made available by HENKEL via the Supplier Portal is carefully compiled. Beyond this, HENKEL makes no warranty as to the availability or the functioning of the Supplier Portal. Information made available is not binding and is subject to change at any time.
- 6.2. HENKEL shall be liable for damages to life and limb in the event that HENKEL is responsible for breach of duty. In addition, HENKEL shall only be liable for other damages resulting from the intentional or grossly negligent breach of material obligations arising from these Terms and Conditions of Use. HENKEL shall not be liable for lost profits, indirect damages and consequential damages. Any further liability for damages is, irrespective of legal basis, excluded.
- 6.3. HENKEL assumes no responsibility for the content of websites operated by third parties to the extent that links to such sites are present on the Supplier Portal.

7. Copyright

- 7.1. The content of the HENKEL Supplier Portal is protected by copyright and may not be copied, distributed, modified or made available to third parties without HENKEL's prior written consent.
- 7.2. HENKEL grants Partners the non-exclusive and non-transferable right to use the information on the HENKEL Supplier Portal to the agreed extent, as the case may be. In the event that a specific extent of usage has not been previously agreed to, a right of use shall exist to the extent that it corresponds to the purpose intended by HENKEL.
- 7.3. Texts, images, graphics, drawings, sound, animations and videos, as well as their arrangement on the Supplier Portal, are protected by copyright and other intellectual property laws. Copyright, name and trademark rights, as well as other proprietary rights of HENKEL, in particular brand names and logos, shall be observed.

8. Privacy Policy

HENKEL observes applicable laws on data protection and data security in the collection, use and processing of personal Partner data.

9. Confidentiality

- 9.1. The Partner undertakes to treat all non-obvious commercial or technical details that become known to it while using the Supplier Portal as a trade secret and to refrain from making them available to third parties.
- 9.2. The Partner shall oblige its staff, employees and third parties, and/or subcontractors, to maintain confidentiality to the extent of this section 9. In the event the Partner ascertains that confidential information has come into the possession of an unauthorized third party or that a confidential document has become lost, they shall immediately inform HENKEL thereof.
- 9.3. The obligation to maintain confidentiality shall also remain in force after the completion of the business relationship and shall only expire when the information obtained has become generally known.
- 9.4. Registration on the HENKEL Supplier Portal shall not confer authorization to use HENKEL for promotional purposes in reference lists etc.
- 9.5. Documentation of any kind made available on the Supplier Portal by HENKEL, especially but not exclusively samples, drawings, models, etc. shall remain the property of HENKEL and may not be used for non-contractual purposes and/or duplicated, and may only be made available to third parties, e.g. subcontractors and suppliers, with HENKEL's prior written consent. Such documentation shall be returned or destroyed by the Partner without special request from HENKEL when no longer required for the execution of a contract concluded between the Partner and HENKEL.

10. Final Provisions

- 10.1. HENKEL reserves the right to modify these Terms and Conditions of Use at any time. Notification of such changes will be made in an appropriate manner. To the extent that a Partner's rights are impaired as a result of changes to the Terms and

Conditions of Use, it may object to such change to the Terms and Conditions of Use within two weeks following said change. The modified Terms and Conditions of Use shall enter into force following this period.

10.2. Should individual portions of this contract be invalid, the validity of the remaining portions shall not be affected. The parties shall work together to replace the invalid provision with a legally permitted and valid one which is likely to achieve the intended result. The same shall apply in the case of contractual gaps or omissions.

10.3. The conclusion of individual contracts and the relevant contractual fulfillment by the parties is subject to the condition that no hindrances exist due to national or international law, in particular export control provisions.

10.4. In addition to the agreements in this contract, the law of the Federal Republic of Germany shall apply, to the exclusion of the United Nations Convention on Contracts For The International Sale of Goods of 11.04.1980 (CISG).

10.5. The exclusive venue for any dispute relating to these Terms and Conditions of Use shall be HENKEL's corporate headquarters.