

## Supplier Pitch Terms and Conditions

1. The following terms and conditions apply to the use of the „Supplier Pitch Platform“ (the **“Platform”**) and all subsequent agreements associated to the use of the Platform. The Platform is operated by tesa SE (**“tesa”**). The company which, through its Employees (as defined hereinafter), wants to use the Platform (hereinafter the **“User”**) agrees that these terms are binding without modifications for its use of the Platform. **“Employee”** or **“Employees”** means salaried and hired-out employees of a User who use the Platform. The User shall ensure that its Employees abide by these terms and conditions.

**Requests for Proposal may be posted by tesa and / or its affiliates worldwide and confidential information of the User and/or its affiliates may be shared freely amongst the affiliates of tesa. Affiliates shall mean affiliates within the meaning of sec. 15 et seq. of the German Stock Corporation Act.**

2. The Platform may not be used by consumers within the meaning of the German Civil Code.
3. The use of the Platform is free of charge.
4. User acknowledges that tesa and/ or its affiliates ask it to provide Proposals for tesa’s and/or its affiliates’ requests free of charge on a voluntary basis. User and/ or its affiliates are under no obligation to submit Proposals to those requests. Likewise tesa and/or its affiliates are under no obligation to adopt User’s Proposals and/or to enter into any further agreements with User.
5. tesa and/ or its affiliates are not obliged to pay any compensation for any Proposals submitted by User and/ or its affiliates to tesa. However, if tesa and/ or its affiliates - after further evaluation of User’s and/ or its affiliates’ Proposal - is interested in using User’s and/ or its affiliates’ Proposals for further research or for commercial purposes, tesa and/ or its affiliates will contact User and/ or its affiliates to negotiate the conditions under which tesa and/ or its affiliates may use User’s and/ or its affiliates’ Proposal.
6. Any User may not read the Proposals of other Users.
7. All content on the Platform, including texts, images, graphics, and audio and video files (except the information submitted by User and/ or its affiliates to tesa and/ or its affiliates) are the property of tesa and/ or its affiliates, unless the contrary is explicitly stated. This content may be protected by copyright and/or other intellectual property rights.

User may only

- view such content to browse tesa's and/ or its affiliates' requests posted on the Platform and to submit Proposals to tesa and/ or its affiliates via the Platform in accordance with these terms and conditions.
- download or print individual copies of the pages of the Platform for the above mentioned purpose including documentary purposes.

In particular User may not use the content of the Platform for any public or commercial purposes, copy (except as set out above), change, translate, edit or process the content (including any trademarks or logos of tesa) in any form. User may not provide hyperlinks to the Platform without tesa's express written consent. In addition, User may not read the Proposals or input of other Users and does not have any access to them.

8. Every care was taken in the compilation and validation of the information contained on the Platform. Nevertheless, tesa cannot assume any responsibility for its topicality, accuracy, completeness and/or quality.
9. tesa assumes no responsibility that the Platform will be available at all time and without any disruptions. tesa reserves the right to modify or discontinue the Platform, temporarily or permanently, at any time and without notice. However, in case tesa decides to discontinue the Platform tesa will notify User reasonably in advance to the extent this is possible. tesa recommends User to save the data submitted to tesa which it needs for documentation purposes on an independent storage medium or to print such data for such purpose.
10. Use of the Platform and downloading of data is at User's own risk. tesa does not assume any liability for any damage, in particular to data files, hardware and/or software of User, arising as a result of such an action - except for damages caused intentionally or by gross negligence or resulting from a breach of essential contractual obligations. However, unless in case of gross negligence or intent, tesa shall only be liable for foreseeable and typically occurring damages. The aforesaid shall not exclude or limit the liability of tesa for death or personal injury.
11. User may not upload, post, email, transmit or otherwise make available any material that contains software viruses or other computer code, files or programs designed to interrupt, destroy or limit the functionality of the Platform or any of tesa's computer software or hardware.
12. The Platform may contain hyperlinks to websites from other providers. tesa is not aware of the content of third-party websites and assumes no warranty or liability for any illegal content or other legal infringements on third-party websites.

13. Any personal data provided by User to tesa will only be used in accordance with tesa's privacy policy.
14. tesa hereby undertakes to maintain strict secrecy about all messages, data and information - whether verbal, in writing, in image form or stored electronically - that it has received or will receive from User in relation with the Proposal, including but not limited to all information on theories, methods, technologies, substances, formulations and processes in the area of development of new marketing concepts and advertising developments and information on products, formulations and information in the business areas relevant to User (hereinafter collectively referred to as "Confidential Information") and, accordingly, not to make the same known to any third parties and not to make any commercial use of the same, unless this is done on the basis of a prior written declaration of consent by User. tesa may only use the Confidential Information for the purpose of performing this agreement.

The Confidential Information given to tesa under this agreement must be kept under lock and key. It must be returned to User at all times on request. tesa will not make any copies, duplicates or other documentation of the Confidential Information except as necessary for the purposes of this Agreement.

tesa further undertakes to make the Confidential Information accessible only to trustworthy employees who require the same for the performance of this Agreement and who have previously been obliged to confidentiality. This continues to apply after these employees have left the employ of tesa.

If tesa should be obliged by statute to disclose Confidential Information under a court order, it will inform User without delay before disclosing any such information and specify the documents required for disclosure to enable User to undertake any reasonable measures of protection. tesa will take reasonable and legally admissible measures to keep the degree of disclosure to the minimum possible or to avoid disclosure.

tesa will monitor adherence to the confidentiality obligation and notify User of all breaches becoming known to it without delay. tesa is liable for ensuring the discretion of its past, present and future shareholders and employees. If User so requires, tesa shall assign to User any claims that accrue to tesa against a shareholder, employee or third party based on a breach of the duty of confidentiality to the detriment of User during its period of work for User.

The aforesaid obligations to strict confidentiality do not apply to such confidential information that:

- a) was already public knowledge at the time of its transmission;
- b) was already known to tesa at the time of its transmission and not subject to any duty of confidentiality;
- c) has become public knowledge after its transmission without any action on the part of tesa;
- d) is made accessible to tesa after its transmission by someone else in a lawful manner and without restriction in terms of confidentiality or use.

This obligation to secrecy will continue to apply for five (5) years after this Agreement has ended.

The obligations under this section apply mutatis mutandis for User for Confidential Information provided by tesa to User. For the avoidance of doubt, the Parties agree that tesa may disclose the Confidential Information to any affiliate (within the meaning of section 15 of the German Stock Cooperation Act (§15 AktG)) on a need-to-know basis.

15. tesa reserves the right to change these terms and conditions at any time and without giving reasons. In such case tesa will notify User at least 15 days in advance and ask User to consent to the amended terms and conditions. In case the User does not consent, it will not be permitted to use the Platform when the amended terms and conditions take effect until User has given its consent to the amended terms and conditions.
  
16. Should any provision of these terms and conditions be or become invalid or unenforceable, the validity of the remainder shall not be affected. The invalid or unenforceable provision shall be replaced by such a provision which corresponds to the spirit and the purpose of the replaced provision to the greatest extent possible.
  
17. These terms and conditions are governed by and to be interpreted in accordance with German law under exclusion of its conflict of laws rules and the UN-Convention on Contracts for the International Sale of Goods (CISG). Place of jurisdiction shall be Hamburg, Germany.