Terms of use

Convenience copy – not legally binding (German version prevails)

Terms of Use for the Shareholder Portal of
MLP SE, Wiesloch
for Use during the Annual General Meeting

Last revision: April 2022

The following Terms of Use and exclusions of liability relate exclusively to the web application specified above (hereinafter referred to as the "web application"). They do not affect the conditions and exclusions pertaining to different manners in which rights may be exercised.
Terms of Use and exclusions of liability for the web application specified above

1. Recitals, application
The company specified above (hereinafter referred to as the "Company") makes the web application available for use as a platform for electronic communication.
The Company authorizes the user to use the web application in accordance with these Terms of Use.
Only users who have received access credentials can use the web application.

To provide the web application, the Company has entered into a contract data processing agreement with Computershare Deutschland GmbH & Co. KG. Depending on the context, the term "Company" in the following can also mean the service providers commissioned directly or indirectly by the Company.

2. Authorized use
The user is granted a non-exclusive, revocable license to use the application together with its contents and information. The Company reserves the right to restrict access to the application and its use for users who violate these Terms of Use.

3. Secure storage of access credentials, log-out
Shareholders and their authorized representatives are requested to store their access credentials for the web application safely and to assure that their access is not used by unauthorized persons.
Users should always log out when they no longer use the web application.

4. Suspected unauthorized access

The Company or Computershare (see below) must be informed immediately of any suspicions of unauthorized access.

5. Availability of the web application
The availability and stability of the web application may be subject to fluctuations and malfunctions. Neither the Company nor its service providers can influence the availability,

functionality, stability and reliability of the telecommunication network and third party Internet services used. If, despite taking safety precautions, we determine third-party interferences with the online system, we reserve the right to prematurely suspend or terminate the use of the system without notice.

In this case, only declarations for which manipulation can be excluded will be considered. The provisions stipulated in clause "Exclusions of liability" below govern the potential liability of the Company, its vicarious agents or service providers contracted by the Company for the availability, stability, functionality, and reliability of the web application and system access.

6. User conduct

Use of the application is granted subject to the condition that the user does not use the application for purposes that are unlawful or contrary to these Terms of Use. All users must keep the access credentials provided to them strictly confidential. Users bear the sole responsibility for the confidentiality of their access credentials.

The user agrees to inform the Company of any unauthorized access gained by hacking, password mining or other means to any services, other access credentials, computer systems or networks that are connected with a server of the Company or its service providers, or any other services, and to do so without delay upon learning of the unauthorized access. To the extent the user is at fault for the damages, the Company shall not bear liability for damages incurred by the user as a result of the user's access credentials being used by unauthorized third parties with or without the user's knowledge. The user may be held liable for damages suffered by the Company or a third party as a result of the access credentials being used by an unauthorized third party. The user is prohibited from using third-party access credentials without the third party's permission.

7. Warranty

Despite all the precautions taken, the Company assumes no warranties for the application being free from logical and programming errors. The Company also assumes no warranty for the completeness and accuracy of the information contained in the help texts integrated in the application.

Users are also not entitled to any warranty claims from defects in the services used by or provided to them, as well as claims for other defective performances and services rendered by the company and its service providers.

The Company and its service providers are taking steps to protect the systems against downtime, malfunctions and third-party interferences. Downtime and malfunctions may still occur in certain cases despite exercising the necessary duty of care and implementing state-of-the-art security measures. The Company and/or its service providers do not assume any warranty or liability for downtime and malfunctions not attributable to their actions.

8. Exclusions of liability

The Company bears unlimited liability for damages resulting from willful intent or gross negligence on the part of the Company, its legal representatives or vicarious agents.

The Company shall also bear liability in cases of simple negligence causing a breach of material contractual duties, i.e. contractual duties whose violation jeopardizes the purpose of the contract, and the performance of which the user was particularly entitled to rely on. In these cases, the Company's liability is limited to compensation of the damages that were typically foreseeable at the time of contracting; the Company's liability in cases of slight negligence is otherwise excluded.

The above limitations of liability also inure to the benefit of the Company's legal representatives and employees as well as in cases of extra-contractual liability and liability in

tort.
The above provisions limiting the Company's liability are without prejudice to claims for damages under the German Product Liability Act and damages incurred as a result of having assumed a guarantee.

9. Intellectual property
The user is not granted any further rights of any kind to the contents of the application and their relevant intellectual property rights in addition to the rights of use expressly provided for in these Terms of Use. All intellectual property rights to industrial property rights such as trademarks, company logos, patents, utility designs and potentially existing patents remain the property of the Company or their respective holder(s).
Unless expressly provided for in the application, the user is in particular not authorized to modify or reproduce the contents of the application or make them available to third parties.

10. Amendment of the Terms of Use
The Company will inform users of amendments to its Terms of Use before their next login to the web application. Users can only log in the web application once they have accepted the revised Terms of Use. By logging in to the web application, users are deemed to have accepted the version of the Terms of Use applicable at the time they log in.

11. Data protection
Please refer to the Privacy Policy in the footer of the web application and on the Company's website.

12. Miscellaneous
Gender-specific salutations are omitted for the sake of an improved reading flow. No gender is discriminated against and all genders (male, female, diverse) are included.

13. Final provisions
These Terms of Use are exclusively governed by the law of the Federal Republic of Germany. Application of the conflict of law rules and principles is excluded. The place of performance is Wiesloch, Germany. The exclusive place of jurisdiction for all claims in connection with these Terms of Use is Wiesloch, Germany.
In the event individual provisions of these "Terms of Use" and/or the „liability exclusions" do not, no longer, or not fully conform with the current laws, the legal effectiveness of the remaining provisions shall remain without prejudice. The ineffective provisions shall be replaced by such retroactively effective provisions as best emulate the intended purpose of the ineffective provisions.

14. Computershare for questions concerning use of the web application:
Computershare Operations Center
80249 Munich
Germany

Email: aktionaersportal@computershare.de

and using the contact data specified in the application under "Contact".