

Notarial deed

UVZ No. B 569 for 2026

Hive-Down Agreement

Business Lease Agreements

Negotiated in Düsseldorf on 26 February and 3 March 2026

Before the undersigned notary

Prof. Dr. Leif Böttcher

with official residence in Düsseldorf

appeared:

1. for Henkel AG & Co. KGaA
with its registered office in Düsseldorf, Business address: Henkelstr. 67, 40589 Düsseldorf,
registered with the commercial register of the Local Court (*Amtsgericht*) Düsseldorf under
HRB 4724

- Dr. Michael J. Schmitt,
born on 13 January 1964,
business address: Henkelstr. 67, 40589 Düsseldorf,
personally known,

as authorized representative on the basis of a notarised power of attorney dated 16 January 2026— including a notarised certificate of representation – issued by Henkel AG & Co. KGaA, the original of which was presented at the time of notarisation and which is hereby attached to this deed in the form of a certified copy;

2. for Henkel Consumer Brands GmbH
with its registered office in Düsseldorf, business address: Henkelstr. 67, 40589 Düsseldorf,
registered with the commercial register of the Local Court (*Amtsgericht*) Düsseldorf under HRB 85515

- Dr. Hilmar Hütten,

born on 14 July 1982,

business address: Henkelstr. 67, 40589 Düsseldorf,

personally known,

as authorized representative on the basis of a notarised power of attorney dated 4 February 2026 issued by Henkel Consumer Brands GmbH, the original of which was presented at the time of notarisation and which is hereby attached to this deed in the form of a certified copy;

3. for Henkel Adhesive Technologies GmbH
with its registered office in Düsseldorf, business address: Henkelstr. 67, 40589 Düsseldorf,
registered with the commercial register of the Local Court (*Amtsgericht*) Düsseldorf under HRB 91827

- Dr. Philipp Buchs,

born on 16 July 1990,

business address: Henkelstr. 67, 40589 Düsseldorf,

personally known,

as authorized representative on the basis of a notarised power of attorney dated 4 February 2026 issued by Henkel Consumer Brands GmbH, the original of which was presented at the time of notarisation and which is hereby attached to this deed in the form of a certified copy.

The parties appearing, each acting as stated, after declaring that the contracting parties are acting on their own economic account, requested the notarisation of the following declarations:

The contracting parties and their representatives' consent to the storage, processing and disclosure of their data and furthermore consented to communication in connection with this deed, including the sending of this deed, by e-mail (including unencrypted).

Section I
Hive-Down Agreement

Acting as stated above, the parties appearing to 1. to 3. hereby concluded the Hive-Down Agreement, which is attached to this deed as **Annex 1**.

Section II
HCB Business Lease Agreement

Acting as stated above, the parties appearing to 1. and 2. hereby concluded the Business Lease Agreement, which is attached to this deed as **Annex 2**.

Section III
HAT Business Lease Agreement

Acting as stated above, the parties appearing to 1. and 3. hereby concluded the Business Lease Agreement, which is attached to this deed as **Annex 3**.

Section IV
Further stipulations

All approvals and declarations required for this deed shall become effective for all parties involved at the latest upon receipt by the certifying notary.

The parties appearing hereby authorise the certifying notary, his representative in office and the notary's employees Mr. Christian Schrömbges, Ms. Susanne Steinbach, Ms. Nina Raab, Ms. Theresa Meyer-Kaßner, each individually, to make all declarations and take all measures and legal actions which, in

their reasonable judgement, are necessary for the execution of the contracts concluded in this deed or which are otherwise necessary, appropriate or expedient in connection with the execution or the creation of this deed. In particular, they are authorized to approve, apply for, and to resolve as well as to register with the commercial register, all measures still necessary for the execution and registration of the foregoing.

* * *

The certifying notary presented the parties appearing with the original of the deed dated 25/27 February and 2/3 March 2026, UVZ No. B 568/2026 of the certifying notary – hereinafter referred to as the "reference deed" – which contains the annexes that are to form part of this deed. The parties appearing hereby grant all authorisations provided for in the reference document to the notary, his partner and their respective representatives in office or successors in office.

The parties appearing declare that they refer to the reference deed in accordance with Section 13c of the Notarisation Act. They declare that they are familiar with the content of the reference deed and waive the right to have it read out again, to review maps, drawings and illustrations, and to have a certified copy attached to this deed as an annex.

* * *

This deed and its annexes were read aloud by the notary to the appearing parties, approved by them and signed by them and the notary by their own hand as follows:

signed Schmitt

signed Hütten

signed Buchs

(LS)

signed Böttcher, Notary

Power of Attorney

Power of Attorney

of

Henkel AG & Co. KGaA

with registered office in Düsseldorf and business address at Henkelstraße 67, 40589 Düsseldorf, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Düsseldorf under HRB 4724 ("**Henkel KGaA**").

Henkel KGaA is the sole shareholder of

- Henkel Zehnte Verwaltungsgesellschaft mbH (in the future, operating under the name: Henkel Consumer Brands GmbH), with registered office in Düsseldorf and business address at Henkelstraße 67, 40589 Düsseldorf, registered in the commercial register of the local court of Düsseldorf under HRB 85515 ("**HCBCo**"), and
- Henkel Zwölfte Verwaltungsgesellschaft mbH (in the future, operating under the name: Henkel Adhesive Technologies GmbH), with registered office in Düsseldorf and business address at Henkelstraße 67, 40589 Düsseldorf, registered in the commercial register of the local court of Düsseldorf under HRB 91827 ("**HATCo**"; HATCo and HCBCo jointly referred to as the "**BUCOs**"),

with each of which a domination and profit and loss transfer agreement within the meaning of Section 291(1) sentence 1 AktG has been entered into.

Henkel KGaA intends to hive down the business operations of the global operating business unit Henkel Consumer Brands operated directly by Henkel KGaA at its locations in Düsseldorf, Krefeld and Hamburg ("**HCB Business Unit**") and the business operations of the global operating business unit Henkel Adhesive Technologies operated directly by Henkel KGaA at its locations in Düsseldorf, Hanover, Wehr, Bopfinger, Heidelberg, Schönbach and Cologne ("**HAT Business Unit**"), including in each case the assets and liabilities of the relevant business unit, in accordance with Section 20 of the German Transformation Tax Act (*Umwandlungssteuergesetz*) by way of a hive-down for absorption pursuant to Section 123(3)

no. 1 of the German Transformation Act (*Umwandlungsgesetz*, "**UmwG**") by way of partial universal succession and, in part, by taking measures to transfer or grant beneficial ownership (collectively, the "**Hive-Down**"). The acquiring legal entities under the Hive-Down are HCBCo for the HCB Business Unit and HATCo for the HAT Business Unit. The agreement to be concluded between the BUCos and Henkel KGaA on the Hive-Down within the meaning of Section 126 UmwG is hereinafter referred to as the "**Hive-Down Agreement**".

HCBCo will lease the HCB Business Unit, and HATCo will lease the HAT Business Unit, in each case as transferred by way of the Hive-Down, back to Henkel KGaA immediately after the Hive-Down has taken effect by way of a Business Lease within the meaning of Section 291(1) no. 3 AktG (each a "**Business Lease**"). The agreement underlying the Business Lease of the HCB Business Unit is hereinafter referred to as the "**HCB Business Lease Agreement**", and the agreement underlying the Business Lease of the HAT Business Unit is hereinafter referred to as the "**HAT Business Lease Agreement**".

Henkel KGaA will secure direct commitments to employees allocated to the HCB Business Unit and the HAT Business Unit by way of two contractual trust arrangements (CTAs) with Henkel Trust e.V. (the underlying trustee agreement, as amended, the "**Henkel Trust Trustee Agreement**") and Metzler Trust e.V. (the underlying trustee agreement, as amended, the "**Metzler Trust Trustee Agreement**") as trustees. Claims arising from working-time account agreements of employees who have begun a part-time retirement relationship on or before December 31, 2025, will be secured by way of a CTA with Henkel Sicherungstreuhand e.V. as the trustee (the underlying trustee agreement, as amended, the "**HSiT Trustee Agreement – Old**"; Henkel Trust e.V., Metzler Trust e.V. and Henkel Sicherungstreuhand e.V. each a "**Trustee**"). Claims arising from working-time account agreements of employees who have begun a part-time retirement relationship on or after January 1, 2026, will be secured by way of another CTA with Henkel Sicherungstreuhand e.V. as the Trustee. In § 18(4) and § 34(4) of the Hive-Down Agreement, Henkel KGaA on the one hand and HCBCo and HATCo on the other hand have agreed that the Company will hold the rights and obligations resulting from its position of trustor with regard to the trust assets under the aforementioned trustee agreements that are attributable to employees of Henkel KGaA who validly object to the transfer of their employment relationships to HCBCo or HATCo in the context of the Hive-

Down in trust for HCBCo and HATCo, respectively (each a "**Trusteeship in the Trusteeship**"). To give effect to each Trusteeship in the Trusteeship, Henkel KGaA intends to conclude with each Trustee a new and adjusted trustee agreement that will replace the Henkel Trust Trustee Agreement ("**New Henkel Trust Trustee Agreement**"), the Metzler Trust Trustee Agreement ("**New Metzler Trust Trustee Agreement**") and the HSiT–Old Trustee Agreement ("**New HSiT–Old Trustee Agreement**").

For purposes of establishing separate CTAs, trustee agreements are to be concluded between HCBCo and the relevant Trustee and between HATCo and the relevant Trustee. In addition, in order to establish this new CTA safeguard and to transfer beneficial ownership of the share of the trust assets attributable to the secured claims of the employees transferring to HCBCo or HATCo, as the case may be, in the context of the Hive-Down pursuant to Section 613a of the German Civil Code (*Bürgerliches Gesetzbuch*), asset transfer agreements will be entered into between Henkel KGaA, HCBCo, HATCo and the relevant Trustee (each an "**Asset Transfer Agreement**").

Now, therefore, Henkel KGaA hereby authorizes

1. Frank Liebich
2. Dr. Matthias Scharf
3. Jan Franzen
4. Dr. Michael J. Schmitt
5. Dr. Hilmar Hütten
6. Sven Reißig
7. Dr. Philipp Buchs

each with business address at

Henkel AG & Co. KGaA, Henkelstraße 67, 40589 Düsseldorf

8. Prof. Dr. Jochen Vetter
9. Dr. Theresa Lauterbach
10. Yero Sy
11. Dr. Florian Großmann
12. Tobias Meyer

each with business address at
Hengeler Mueller Partnerschaft von Rechtsanwälten mbB,
Leopoldstraße 8 – 10, 80802 Munich

13. Dr. Oliver Rieckers
14. Dr. Grigory Bekritsky
15. Raphael Wagner

each with business address at
Hengeler Mueller Partnerschaft von Rechtsanwälten mbB,
Benrather Straße 18 – 20, 40213 Düsseldorf

(each an "**Authorized Representative**" and collectively the "**Authorized Representatives**"),
to take the following actions in the name of Henkel KGaA separately and independent of each other:

I.

To enter into the following agreements, in each case in the proper form:

1. the Hive-Down Agreement with HCBCo and HATCo;
2. the HCB Business Lease Agreement with HCBCo;
3. the HAT Business Lease Agreement with HATCo;
4. together with HCBCo and HATCo, an Asset Transfer Agreement with each of Henkel Trust e.V., Metzler Trust e.V. and Henkel Sicherungstreuhand e.V.; and
5. the New Henkel Trust Trustee Agreement, the New Metzler Trust Trustee Agreement and the New HSiT Trustee Agreement – Old, in each case with the relevant Trustee.

II.

As the sole shareholder of HCBCo and HATCo, to hold one or more

extraordinary shareholders' meetings of HCBCo and/or HATCo, as the case may be,

waiving all form and notice requirements set out in applicable law and/or the articles of association, and to represent Henkel KGaA at these extraordinary shareholders' meetings in order to adopt resolutions of any kind and to issue any declarations necessary or expedient in this connection:

1. consent to the Hive-Down Agreement;
2. consent to the HCB Business Lease Agreement;
3. consent to the HAT Business Lease Agreement;
4. to issue all waivers permissible in connection with the resolutions set out under no. 1 through no. 3 above, in particular to refrain from filing action against the validity of the resolutions, in each case in the proper form; and
5. to issue any declarations that are expedient or necessary for the performance of the Hive-Down Agreement, the HCB Business Lease Agreement and the HAT Business Lease Agreement.

III.

The Authorized Representatives are authorized, each acting alone, to take all measures and actions and to issue and receive all declarations that the Authorized Representatives in their absolute discretion deem to be suitable, necessary or expedient for the agreement on, and implementation of, the measures referred to in the preamble to this Power of Attorney or the transactions referred to above and/or in order to achieve the purpose for which this Power of Attorney has been granted; this includes, without limitation, the modification or amendment of any agreements entered into or declarations issued hereunder. In addition, the Authorized Representatives are in particular authorized to enter into any implementation or ancillary agreements in connection with the consummation of the Hive-Down Agreement, the HCB Business Lease Agreement or the HAT Business Lease Agreement, and to submit any applications, filings and notices to all courts and public authorities (including commercial registers).

Any personal liability of the Authorized Representatives, both individually and jointly and severally, for any action or measure taken under or in connection with this Power of Attorney,

including issuing and receiving declarations, is hereby excluded; this will not apply in the event of willful misconduct.

This Power of Attorney is governed by German law and is valid for a limited period until 31 December 2026.

In cases of doubt, this Power of Attorney is to be interpreted broadly in order to achieve the purpose for which it has been granted as set out in the preamble. Any invalidity of individual parts of this Power of Attorney will not affect the validity of the other parts of this Power of Attorney.

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Henkel AG & Co. KGaA, represented by its general partner, Henkel Management AG, which is in turn represented by:

Name: Carsten Knobel
Position: Chairman of the Management Board

Name: Marco Swoboda
Position: Member of the Management Board

Date: 16 January 2026

Date: 16 January 2026

Power of Attorney

of

Henkel Zehnte Verwaltungsgesellschaft mbH

(in the future, operating under the name: Henkel Consumer Brands GmbH),

an affiliate of Henkel AG & Co. KGaA, with registered office in Düsseldorf and business address at Henkelstraße 67, 40589 Düsseldorf, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Düsseldorf under HRB 85515 ("**HCBCo**").

HCBCo is a wholly owned subsidiary of Henkel AG & Co. KGaA with registered office in Düsseldorf and business address at Henkelstraße 67, 40589 Düsseldorf, registered in the commercial register of the local court of Düsseldorf under HRB 4724 ("**Henkel KGaA**"). Henkel KGaA is also the sole shareholder of Henkel Zwölfte Verwaltungsgesellschaft mbH (in the future, operating under the name: Henkel Adhesive Technologies GmbH), with registered office in Düsseldorf and business address at Henkelstraße 67, 40589 Düsseldorf, registered in the commercial register of the local court of Düsseldorf under HRB 91827 ("**HATCo**"; HATCo and HCBCo jointly referred to as the "**BUCOs**"). A domination and profit and loss transfer agreement within the meaning of Section 291(1) sentence 1 AktG has been entered into with each of the BUCOs.

Henkel KGaA intends to hive down the business operations of the global operating business unit Henkel Consumer Brands operated directly by Henkel KGaA at its locations in Düsseldorf, Krefeld and Hamburg ("**HCB Business Unit**") and the business operations of the global operating business unit Henkel Adhesive Technologies operated directly by Henkel KGaA at its locations in Düsseldorf, Hanover, Wehr, Bopfinger, Heidelberg, Schönbach and Cologne ("**HAT Business Unit**"), including in each case the assets and liabilities of the relevant business unit, in accordance with Section 20 of the German Transformation Tax Act (*Umwandlungssteuergesetz*) by way of a hive-down for absorption pursuant to Section 123(3) no. 1 of the German Transformation Act (*Umwandlungsgesetz*, "**UmwG**") by way of partial

universal succession and, in part, by taking measures to transfer or grant beneficial ownership (collectively, the "**Hive-Down**"). The acquiring legal entities under the Hive-Down are HCBCo for the HCB Business Unit and HATCo for the HAT Business Unit. The agreement to be concluded between the BUCos and Henkel KGaA on the Hive-Down within the meaning of Section 126 UmwG is hereinafter referred to as the "**Hive-Down Agreement**".

HCBCo will lease the HCB Business Unit as transferred by way of the Hive-Down back to Henkel KGaA immediately after the Hive-Down has taken effect by way of a Business Lease within the meaning of Section 291(1) no. 3 AktG (the "**Business Lease**"). The agreement underlying the Business Lease of the HCB Business Unit is hereinafter referred to as the "**HCB Business Lease Agreement**".

Henkel KGaA will secure direct commitments to employees allocated to the HCB Business Unit by way of two contractual trust arrangements (CTAs) with Henkel Trust e.V. and Metzler Trust e.V. as trustees. Claims arising from working-time account agreements of these employees will be secured by two CTAs with Henkel Sicherungstreuhand e.V. as the trustee. In this context, claims arising from working-time account agreements of employees who have begun a part-time retirement relationship on or before December 31, 2025, ("**Working-Time Accounts – Old**") will be secured by way of one CTA, and claims arising from working-time account agreements of employees who have begun a part-time retirement relationship on or after January 1, 2026 ("**Working-Time Accounts – New**") will be secured by another CTA with Henkel Sicherungstreuhand e.V. as the trustee. Henkel Trust e.V., Metzler Trust e.V. and Henkel Sicherungstreuhand e.V. are hereinafter each referred to as a "**Trustee**".

For purposes of establishing separate CTAs, trustee agreements are to be concluded between HCBCo and the relevant Trustee. The trustee agreement to be concluded with Henkel Trust e.V. is hereinafter referred to as the "**HCBCo Henkel Trust Trustee Agreement**", the trustee agreement to be concluded with Metzler Trust e.V. is hereinafter referred to as the "**HCBCo Metzler Trust Trustee Agreement**" and the trustee agreements to be concluded with Henkel Sicherungstreuhand e.V., each consisting of a trustee agreement to secure the Working-Time Accounts – Old and a trustee agreement to secure the Working-Time Accounts – New, are hereinafter referred to as the "**HCBCo HSiT Trustee Agreements**". In addition, in order to

establish this new CTA safeguard and to transfer beneficial ownership of the share of the trust assets attributable to the secured claims of the employees transferring to HCBCo in the context of the Hive-Down pursuant to Section 613a of the German Civil Code (*Bürgerliches Gesetzbuch*), asset transfer agreements will be entered into between Henkel KGaA, HCBCo, HATCo and the relevant Trustee (each an "**Asset Transfer Agreement**").

Now, therefore, HCBCo hereby authorizes

1. Frank Liebich
2. Dr. Matthias Scharf
3. Jan Franzen
4. Dr. Michael J. Schmitt
5. Dr. Hilmar Hütten
6. Sven Reißig
7. Dr. Philipp Buchs

each with business address at

Henkel AG & Co. KGaA, Henkelstraße 67, 40589 Düsseldorf

8. Prof. Dr. Jochen Vetter
9. Dr. Theresa Lauterbach
10. Yero Sy
11. Dr. Florian Großmann
12. Tobias Meyer

each with business address at

Hengeler Mueller Partnerschaft von Rechtsanwälten mbB,
Leopoldstraße 8–10, 80802 Munich

13. Dr. Oliver Rieckers
14. Dr. Grigory Bekritsky
15. Raphael Wagner

each with business address at

Hengeler Mueller Partnerschaft von Rechtsanwälten mbB,
Benrather Straße 18–20, 40213 Düsseldorf

(each an "**Authorized Representative**" and collectively the "**Authorized Representatives**"),
to take the following actions in the name of HCBCo separately and independent of each other:

I.

To enter into the following agreements, in each case in the proper form:

1. the Hive-Down Agreement with Henkel KGaA and HATCo;
2. the HCB Business Lease Agreement with Henkel KGaA;
3. together with Henkel KGaA and HATCo, an Asset Transfer Agreement with each of Henkel Trust e.V., Metzler Trust e.V. and Henkel Sicherungstreuhand e.V.; and
4. the HCBCo Henkel Trust Trustee Agreement with Henkel Trust e.V., the HCBCo Metzler Trust Trustee Agreement with Metzler Trust e.V. and the HCBCo HSiT Trustee Agreements with Henkel Sicherungstreuhand e.V.

II.

The Authorized Representatives are authorized, each acting alone, to take all measures and actions and to issue and receive all declarations that the Authorized Representatives in their absolute discretion deem to be suitable, necessary or expedient for the agreement on, and implementation of, the measures referred to in the preamble to this Power of Attorney or the transactions referred to above and/or in order to achieve the purpose for which this Power of Attorney has been granted; this includes, without limitation, the modification or amendment of any agreements entered into or declarations issued hereunder. In addition, the Authorized Representatives are in particular authorized to enter into any implementation or ancillary agreements in connection with the consummation of the Hive-Down Agreement and the HCB Business Lease Agreement, and to submit any applications, filings and notices to all courts and public authorities (including commercial registers).

Any personal liability of the Authorized Representatives, both individually and jointly and severally, for any action or measure taken under or in connection with this Power of Attorney,

including issuing and receiving declarations, is hereby excluded; this will not apply in the event of willful misconduct.

This Power of Attorney is governed by German law and is valid for a limited period until 31 December 2026.

In cases of doubt, this Power of Attorney is to be interpreted broadly in order to achieve the purpose for which it has been granted as set out in the preamble. Any invalidity of individual parts of this Power of Attorney will not affect the validity of the other parts of this Power of Attorney.

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For Henkel Zehnte Verwaltungsgesellschaft mbH (in the future, operating under the name:
Henkel Consumer Brands GmbH):

Name: Dr. Nicolas Weber
Position: Managing Director

Name: Ulrich Borgstädt
Position: Managing Director

Date: 4 February 2026

Date: 4 February 2026

Power of Attorney

of

Henkel Zwölfte Verwaltungsgesellschaft mbH

(in the future, operating under the name: Henkel Adhesive Technologies GmbH),

an affiliate of Henkel AG & Co. KGaA, with registered office in Düsseldorf and business address at Henkelstraße 67, 40589 Düsseldorf, registered with the commercial register (*Handelsregister*) of the local court (*Amtsgericht*) of Düsseldorf under HRB 91827 ("**HATCo**").

HATCo is a wholly owned subsidiary of Henkel AG & Co. KGaA with registered office in Düsseldorf and business address at Henkelstraße 67, 40589 Düsseldorf, registered in the commercial register of the local court of Düsseldorf under HRB 4724 ("**Henkel KGaA**"). Henkel KGaA is also the sole shareholder of Henkel Zehnte Verwaltungsgesellschaft mbH (in the future, operating under the name: Henkel Consumer Brands GmbH), with registered office in Düsseldorf and business address at Henkelstraße 67, 40589 Düsseldorf, registered in the commercial register of the local court of Düsseldorf under HRB 85515 ("**HCBCo**"; HCBCo and HATCo jointly referred to as the "**BUCOs**"). A domination and profit and loss transfer agreement within the meaning of Section 291(1) sentence 1 AktG has been entered into with each of the BUCOs.

Henkel KGaA intends to hive down the business operations of the global operating business unit Henkel Consumer Brands operated directly by Henkel KGaA at its locations in Düsseldorf, Krefeld and Hamburg ("**HCB Business Unit**") and the business operations of the global operating business unit Henkel Adhesive Technologies operated directly by Henkel KGaA at its locations in Düsseldorf, Hanover, Wehr, Bopfinger, Heidelberg, Schönbach and Cologne ("**HAT Business Unit**"), including in each case the assets and liabilities of the relevant business unit, in accordance with Section 20 of the German Transformation Tax Act (*Umwandlungssteuergesetz*) by way of a hive-down for absorption pursuant to Section 123(3) no. 1 of the German Transformation Act (*Umwandlungsgesetz*, "**UmwG**") by way of partial

universal succession and, in part, by taking measures to transfer or grant beneficial ownership (collectively, the "**Hive-Down**"). The acquiring legal entities under the Hive-Down are HCBCo for the HCB Business Unit and HATCo for the HAT Business Unit. The agreement to be concluded between the BUCos and Henkel KGaA on the Hive-Down within the meaning of Section 126 UmwG is hereinafter referred to as the "**Hive-Down Agreement**".

HATCo will lease the HAT Business Unit as transferred by way of the Hive-Down back to Henkel KGaA immediately after the Hive-Down has taken effect by way of a Business Lease within the meaning of Section 291(1) no. 3 AktG (the "**Business Lease**"). The agreement underlying the Business Lease of the HAT Business Unit is hereinafter referred to as the "**HAT Business Lease Agreement**".

Henkel KGaA will secure direct commitments to employees allocated to the HAT Business Unit by way of two contractual trust arrangements (CTAs) with Henkel Trust e.V. and Metzler Trust e.V. as trustees. Claims arising from working-time account agreements of these employees will be secured by two CTAs with Henkel Sicherungstreuhand e.V. as the trustee. In this context, claims arising from working-time account agreements of employees who have begun a part-time retirement relationship on or before December 31, 2025, ("**Working-Time Accounts – Old**") will be secured by way of one CTA, and claims arising from working-time account agreements of employees who have begun a part-time retirement relationship on or after January 1, 2026 ("**Working-Time Accounts – New**") will be secured by another CTA with Henkel Sicherungstreuhand e.V. as the trustee. Henkel Trust e.V., Metzler Trust e.V. and Henkel Sicherungstreuhand e.V. are hereinafter each referred to as a "**Trustee**".

For purposes of establishing separate CTAs, trustee agreements are to be concluded between HATCo and the relevant Trustee. The trustee agreement to be concluded with Henkel Trust e.V. is hereinafter referred to as the "**HATCo Henkel Trust Trustee Agreement**", the trustee agreement to be concluded with Metzler Trust e.V. is hereinafter referred to as the "**HATCo Metzler Trust Trustee Agreement**" and the trustee agreements to be concluded with Henkel Sicherungstreuhand e.V., each consisting of a trustee agreement to secure the Working-Time Accounts – Old and a trustee agreement to secure the Working-Time Accounts – New, are hereinafter referred to as the "**HATCo HSiT Trustee Agreements**". In addition, in order to

establish this new CTA safeguard and to transfer beneficial ownership of the share of the trust assets attributable to the secured claims of the employees transferring to HATCo in the context of the Hive-Down pursuant to Section 613a of the German Civil Code (*Bürgerliches Gesetzbuch*), asset transfer agreements will be entered into between Henkel KGaA, HCBCo, HATCo and the relevant Trustee (each an "**Asset Transfer Agreement**").

Now, therefore, HATCo hereby authorizes

1. Frank Liebich
2. Dr. Matthias Scharf
3. Jan Franzen
4. Dr. Michael J. Schmitt
5. Dr. Hilmar Hütten
6. Sven Reißig
7. Dr. Philipp Buchs

each with business address at

Henkel AG & Co. KGaA, Henkelstraße 67, 40589 Düsseldorf

8. Prof. Dr. Jochen Vetter
9. Dr. Theresa Lauterbach
10. Yero Sy
11. Dr. Florian Großmann
12. Tobias Meyer

each with business address at

Hengeler Mueller Partnerschaft von Rechtsanwälten mbB,
Leopoldstraße 8–10, 80802 Munich

13. Dr. Oliver Rieckers
14. Dr. Grigory Bekritsky
15. Raphael Wagner

each with business address at

Hengeler Mueller Partnerschaft von Rechtsanwälten mbB,
Benrather Straße 18–20, 40213 Düsseldorf

(each an "**Authorized Representative**" and collectively the "**Authorized Representatives**"), to take the following actions in the name of HATCo separately and independent of each other:

I.

To enter into the following agreements, in each case in the proper form:

1. the Hive-Down Agreement with Henkel KGaA and HCBCo;
2. the HAT Business Lease Agreement with Henkel KGaA;
3. together with Henkel KGaA and HCBCo, an Asset Transfer Agreement with each of Henkel Trust e.V., Metzler Trust e.V. and Henkel Sicherungstreuhand e.V.; and
4. the HATCo Henkel Trust Trustee Agreement with Henkel Trust e.V., the HATCo Metzler Trust Trustee Agreement with Metzler Trust e.V. and the HATCo HSiT Trustee Agreements with Henkel Sicherungstreuhand e.V.

II.

The Authorized Representatives are authorized, each acting alone, to take all measures and actions and to issue and receive all declarations that the Authorized Representatives in their absolute discretion deem to be suitable, necessary or expedient for the agreement on, and implementation of, the measures referred to in the preamble to this Power of Attorney or the transactions referred to above and/or in order to achieve the purpose for which this Power of Attorney has been granted; this includes, without limitation, the modification or amendment of any agreements entered into or declarations issued hereunder. In addition, the Authorized Representatives are in particular authorized to enter into any implementation or ancillary agreements in connection with the consummation of the Hive-Down Agreement and the HAT Business Lease Agreement, and to submit any applications, filings and notices to all courts and public authorities (including commercial registers).

Any personal liability of the Authorized Representatives, both individually and jointly and severally, for any action or measure taken under or in connection with this Power of Attorney,

including issuing and receiving declarations, is hereby excluded; this will not apply in the event of willful misconduct.

This Power of Attorney is governed by German law and is valid for a limited period until 31 December 2026.

In cases of doubt, this Power of Attorney is to be interpreted broadly in order to achieve the purpose for which it has been granted as set out in the preamble. Any invalidity of individual parts of this Power of Attorney will not affect the validity of the other parts of this Power of Attorney.

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For Henkel Zwölfte Verwaltungsgesellschaft mbH (in the future, operating under the name:
Henkel Adhesive Technologies GmbH):

Name: Sebastian Wolf
Position: Managing Director

Name: Daniel Kleine
Position: Holder of a general
commercial power of
representation (*Prokurist*)

Date: 17 February 2026

Date: 17 February 2026