

Henkel Innovation Trophy General Terms of Participation

Henkel KGaA (Henkel) presents the inventors contest "Henkel Innovation Trophy - Partners in Innovation". The participating inventors may present their innovations and participate in the contest according to the following terms.

1. The general terms of use for this webpage ("Terms of Use") apply for the participation in the contest as long as the following terms do not provide for a different regulation.
2. The participant takes part by presenting his patent, utility model or design in German or English language on the internet homepage of the Henkel Innovation Trophy - Partners in Innovation or in writing. The participation is only possible by the presentation of patents, utility models or designs already granted or published for publication. The registration number and the country of registration need to be named. Henkel will evaluate the ideas and get in contact with the respective participant in case a further evaluation may seem appropriate.
3. The laureates will be determined by a jury consisting of employees of Henkel and external experts.
4. The participation in the contest does not constitute any claim for the participant regarding any actual use of the idea for evaluation purposes by Henkel. The participation does not constitute a contractual or corporate relationship. A commercial use of the idea by Henkel requires a separate contractual agreement with the participant.
5. The participation is only permitted with ideas protected as patent, utility model or design or with respective ideas published for registration. In any case the filing number must be submitted.
6. The participant warrants to be the owner of or otherwise entitled to the respective rights of the idea presented. The participant ensures that the idea is either free of third parties rights or presented to Henkel for review and evaluation within the scope of the contest with the consent of such third party. Further the participant ensures not to be in breach of contract with third parties by participating, especially not to be in breach of an employment contract with the present or a former employer. The participant grants Henkel, without further payment or consideration, such rights or licenses as



may be necessary under such patent, utility model or design to permit Henkel to carry out its evaluation. The submission of the idea does not constitute any confidentiality obligation for Henkel.

For Italy only: In case the idea was jointly created by several individuals, the participant has to name the other inventors and provides their written consent in the participation.

7. Legal proceedings in view of the contest are barred. Employees of Henkel and affiliated companies may not participate.
8. The law of the Federal Republic of Germany applies. In view of inventors participating not for professional or commercial purposes this choice of law is valid only insofar, as the scope of protection granted by the law of the country in which the inventor has the ordinary place of residence is not withdrawn.
9. The parties agree on Düsseldorf as the only place of jurisdiction as far as legally admissible.
10. Should single stipulations of these terms be or become invalid this does not affect the validity of the remaining stipulations. The partially or completely invalid stipulation shall be replaced by a stipulation commercially as close to the invalid stipulation as possible.

