

**CONFIDENTIALITY UNDERTAKING  
("Undertaking")**

This Undertaking is made and entered into  
by

**PT CJ Logistics Service Indonesia**

Kirana Three Office Tower Lt 17 Suite A-D  
Jl Boulevard Kav 1, Kelapa Gading Timur, Kelapa Gading, Kota Adm. Jakarta Utara, DKI  
Jakarta 14240, Indonesia

- hereinafter referred to as "RECIPIENT"-

**WHEREAS,**

Henkel Global Supply Chain B.V., Gustav Mahlerlaan 2970, 1081 LA Amsterdam, Netherlands (hereinafter referred to as "HENKEL") is a company operating worldwide in the fields of Laundry and Home Care, Beauty Care as well as Adhesives Technologies. HENKEL possesses, inter alia, certain proprietary and confidential information relating to ID Warehouse & Transport Tender 2023 (hereinafter referred to as "HENKEL-KNOW-HOW");

**WHEREAS,**

HENKEL has started to prepare the following project "ID Warehouse & Transport Tender 2023" (which includes as applicable: the tender phase (incl. e-tender) and, in the event of a successful bid or proposal, the execution phase of the project) (hereinafter referred to as the "PROJECT");

**WHEREAS,**

RECIPIENT is interested in receiving HENKEL-KNOW-HOW in connection with the PROJECT in order to evaluate its capacities to supply HENKEL and/or its Affiliates with the respective materials and/or services as requested; and

**WHEREAS,**

HENKEL is willing, also via its Affiliates as hereinafter defined in Article 1, to disclose to RECIPIENT such information in connection with the PROJECT as HENKEL, in its sole discretion, deems desirable to disclose for the purpose stated hereinabove subject to the terms and conditions stated hereunder:

**NOW, THEREFORE,**  
it is agreed as follows:

## **Article 1 INFORMATION**

In this Undertaking "Confidential Information" means all information, know-how, samples and the like pertaining to the HENKEL-KNOW-HOW furnished by HENKEL or any of its Affiliates (as hereinafter defined) in connection with the PROJECT to RECIPIENT in any form or medium whatsoever. Confidential Information shall also include the fact of the existence of the PROJECT. For the avoidance of doubt any findings, data, conclusions and other pertinent information obtained by testing or analysis of samples provided by HENKEL or its Affiliates to RECIPIENT under this Undertaking will be considered as Confidential Information of HENKEL or the respective Affiliate which disclosed the respective samples to RECIPIENT.

"Affiliates" for the purposes of this Undertaking means any corporation or company directly or indirectly owning, owned by or under common control with HENKEL to the extent that the ownership is of more than fifty per cent (50 %) of the stock entitled to vote for the election of directors. Henkel's Affiliates shall also include the affiliates listed in **Annex 1**.

## **Article 2 CONFIDENTIALITY**

- (1) RECIPIENT undertakes to keep secret and confidential and not to disclose the Confidential Information received from HENKEL or any of its Affiliates hereunder. RECIPIENT acknowledges that HENKEL's or any of its Affiliates' disclosure of its Confidential Information hereunder is made only for the PROJECT and for no other purpose unless otherwise agreed upon in writing.
- (2) In case HENKEL has in advance agreed in writing that the RECIPIENT may disclose all or certain pieces of HENKEL's Confidential Information to a third party, RECIPIENT will nevertheless be liable to HENKEL in ensuring that such third party is bound to obligations not less onerous than RECIPIENT's obligations assumed hereunder.
- (3) RECIPIENTS obligations under this Article 2 shall not apply to information which, as RECIPIENT can establish:
  - a) at the time of disclosure is in the public domain;
  - b) was in RECIPIENT's possession at the time of disclosure by HENKEL or any of its Affiliates hereunder;
  - c) after disclosure by HENKEL or any of its Affiliates to RECIPIENT becomes part of the public domain by publication or otherwise through no fault of RECIPIENT;
  - d) was obtained by RECIPIENT from a third party, having a lawful right to disclose the same;
  - e) was developed by RECIPIENT independently from any access to the Confidential Information supplied by HENKEL and/or its Affiliates;
  - f) which is required to be disclosed under Article 2 (7) below.
- (4) Facts according to a) to f) above must be proven by RECIPIENT.
- (5) Any Confidential Information disclosed hereunder will not be deemed within the foregoing exceptions merely because such Confidential Information is embraced by more general information in the public domain or in the RECIPIENT's possession, nor will any

combination of items of Confidential Information be deemed within the exceptions unless the combination itself and its principle of operation are within the exceptions.

- (6) RECIPIENT agrees that, if any Confidential Information received from HENKEL or its Affiliates becomes subject to the foregoing exceptions, RECIPIENT will not disclose to any third party that such Confidential Information was received from and/or is used by HENKEL or the respective Affiliate unless such fact also becomes part of the public domain.
- (7) RECIPIENT may disclose Confidential Information of HENKEL or the respective Affiliate if RECIPIENT is required to do so by any ruling of a governmental or regulatory authority or court or by mandatory law, provided that written notice of such ruling is given without undue delay to HENKEL so as to give HENKEL an opportunity to intervene and provide further that RECIPIENT uses reasonable efforts to obtain assurance that the Confidential Information will be treated confidentially. Confidential Information which is disclosed in such way must be marked "confidential" before disclosure.

### **Article 3 EMPLOYEES**

RECIPIENT agrees to restrict access to the Confidential Information to those employees who have a need to know the same for the purpose of the PROJECT and who have been bound, in writing, to maintain the Confidential Information in confidence both during and after the term of their employment with RECIPIENT.

### **Article 4 RETURN OF INFORMATION**

- (1) All Confidential Information shall be kept in RECIPIENT's safe custody. RECIPIENT will at any time upon request return all originals, copies, reproductions, summaries and other tangible forms of Confidential Information to HENKEL or the respective Affiliate. In such case no copies, drawings, data or any other materials including samples which have not been consumed will be withheld by RECIPIENT.
- (2) The provisions of Article 4 para. 1 shall not apply to copies of electronically exchanged Confidential Information made as a matter of routine information technology backup and to Confidential Information or copies thereof which must be stored by RECIPIENT or its advisors according to provisions of mandatory law, provided that such copies shall be subject to an indefinite confidentiality obligation according to the terms and conditions set forth herein until returned and/or destroyed, as the case may be.

### **Article 5 RIGHTS**

RECIPIENT acknowledges that the right, title and interest in the Confidential Information are and remain the exclusive property of HENKEL and/or HENKEL's respective Affiliate. Nothing in this Undertaking is intended to give or shall be interpreted as giving RECIPIENT a license, express or implied, under any of HENKEL's or any of its respective Affiliate's, patents and/or other rights now owned or hereinafter acquired by RECIPIENT.

RECIPIENT will not analyse and/or have analysed samples, including but not limited to reverse engineering or any observation of the chemical composition and/or physical characteristics, made available by HENKEL and/or its Affiliates under this Undertaking, unless otherwise agreed upon in writing or unless corresponding products are made available commercially. Obtaining information and/or data related to the form, fit and function of the samples by testing the samples for the purposes of the PROJECT will not be deemed analysis of the samples. However, any findings, data, conclusions and other pertinent information obtained by RECIPIENT during such testing of samples will be considered as Confidential Information of HENKEL and/or its Affiliate which disclosed the respective samples to RECIPIENT.

#### **Article 6 TERM**

The effective date of this Undertaking shall be the date on which it is signed on behalf of RECIPIENT and shall remain in full force and effect for a period of ten (10) years following the effective date.

Any results RECIPIENT may obtain with the Confidential Information may not be published without HENKEL's prior written consent.

#### **Article 7 MISCELLANEOUS**

- (1) Neither this Undertaking nor any action taken pursuant thereto shall obligate neither HENKEL nor RECIPIENT nor any of their respective Affiliates to enter into any further business relationship with the other party with respect to the PROJECT. The terms and conditions of any such further relationship shall be negotiated and agreed to separately.
- (2) Should any provision of this Undertaking be or become invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of the entire Undertaking, unless the invalid or unenforceable provision is of vital importance to the continuation of this Undertaking. Invalid or unenforceable provisions will be replaced by a legally valid and enforceable regulation which comes closest to the original intention of the respective provision. The same applies accordingly to any involuntary omissions in this Undertaking.
- (3) The rights under this Undertaking will not be sold, assigned or otherwise transferred. RECIPIENT may however transfer this Undertaking or its interest in this Undertaking to any of its subsidiaries, provided that such subsidiary is not a direct competitor of HENKEL or any of HENKEL's Affiliates.
- (4) This Undertaking will in all respects be interpreted in accordance with and its performance governed by the laws of the Netherlands, to the exclusion of its conflict of law provisions.
- (5) All disputes, controversies or differences out of or in connection with this Undertaking or the breach thereof shall be settled amicably between the parties. In case an amicable settlement cannot be reached, the courts of Amsterdam, Netherlands will have exclusive jurisdiction. HENKEL shall also have the option to sue at either (i) any place having

jurisdiction over RECIPIENT, or (ii) any place having jurisdiction over any or all of its HENKEL Affiliates.

20 September 2023

Date

Signature(s):

Name in block letters:

Title:



PARK WOONG WHEE

Head of Contract Logistics

**Annex 1**  
**HENKEL Affiliates**

[list of HENKEL Affiliates]

**PT Henkel Adhesive Technologies**, address at Nissi Bintaro Office 3<sup>rd</sup> Floor, Jl. Tegal Rotan Raya no. 78, Tangerang Selatan 15413, Indonesia

**PT Henkel Footwear and Specialty Adhesives**, address at Jl. Raya Pajajaran no. 121, Jatiuwung, Tangerang 15137, Indonesia

**PT Henkel Indonesien**, address at Nissi Bintaro Office 3<sup>rd</sup> Floor, Jl. Tegal Rotan Raya no. 78, Tangerang Selatan 15413, Indonesia