

The following Terms of Use and Disclaimer refer exclusively to use of the password-protected shareholder portal. Conditions for exercising shareholders' rights in a different way remain unaffected by this. The rules regarding exercising of shareholders' rights stated in the invitation to the Annual General Meeting also remain unaffected.

**Terms of Use and Disclaimer for the web application
"Password-protected shareholder portal of MLP SE"
for the Annual General Meeting without physical attendance
of the shareholders or their proxies
(Virtual Annual General Meeting)"**

Date: May 2021

1. Preamble, scope

MLP SE (referred to as "Company" in the following) will make the "password-protected shareholder portal of MLP SE" web application (referred to as "Shareholder Portal" or "Application" in the following) available for the Virtual Regular Annual General Meeting of the Company on June 24, 2021 in Wiesloch. Shareholders can use this Application inter alia for issuing proxy authorisations and, if applicable, instructions for the Annual General Meeting online.

The Company permits shareholders or their proxy to use the password-protected shareholder portal in compliance with these Terms of Use.

Certain prerequisites must be met in order to use the password-protected shareholder portal. The use of the password-protected shareholder portal is subject to shareholders having registered in time, as described in the invitation to the Annual General Meeting, having submitted evidence of their shareholding, and having received a confirmation of registration for the Virtual Annual General Meeting together with access details for the password-protected shareholder portal, comprising a registration confirmation number and an internet access code, via their custodian bank.

MLP SE has commissioned Computershare Deutschland GmbH & Co. KG with the so-called 'commissioned data processing' in connection with the application. Any reference to the "Company" hereinafter at the same time refers to the service providers commissioned either directly or indirectly by the Company, depending on the context.

2. Usage authorisation

Users (shareholders, proxies) are issued a non-exclusive, revocable licence to use the application, including its content and information. The Company reserves the right, without prior notification, to disable access to the application and unilaterally block those users that fail to observe the Terms of Use. The parties concerned will be notified as quickly as possible.

3. Conditions for participation in the Annual General Meeting, deadlines

Shareholders can find information on participation in the Virtual Annual General Meeting, as well as the deadlines for registration and for providing proof of share ownership, on appointing a proxy to exercise voting rights and, where applicable, any further rights in the invitation to the Annual General Meeting, which the Company has published in the Federal Gazette (Bundesanzeiger). The invitation can also be accessed on the Company's website at <http://www.mlp-agm.com>.

4. Instructions for use

Functions of the password-protected shareholder portal (declarations, options, actions)

Shares can be the property of one or more natural persons or a legal person ("shareholder").

When processing declarations made by shareholders or a proxy to the Company on the password-protected shareholder portal, the Company assumes that the person(s) submitting the declaration is/are authorised to submit the respective declaration (§126b of the German Civil Code (BGB)).

Should a shareholder or proxy hold multiple registration confirmations, each registration confirmation must be registered individually on the password-protected shareholder portal in order to be able to exercise the associated rights at the Annual General Meeting.

The following functions ("declarations", "options", "actions") are available to shareholders on the password-protected shareholder portal. The same applies to proxies, insofar as the respective function is covered by the proxy authorisation they have been issued.

1. Issuing proxy authorisations and instructions to the Company-appointed proxy/proxies (deadline expires during the Annual General Meeting)

2. Issuing a proxy authorisation to a third party

3. Submitting postal votes (deadline expires during the Annual General Meeting)

4. Asking the Company questions (deadline expires before the Annual General Meeting!)

5. Placing an objection on the record (during the Annual General Meeting)

6. Submitting video messages for publication and viewing published video messages (deadline expires before the Annual General Meeting)

7. Confirmation of the vote count pursuant to § 129 (5) of the German Stock Corporation Act (AktG) (can be called up on the password-protected shareholder portal shortly after the Annual General Meeting)

Regarding 1. Proxy authorisations and instructions to the Company-appointed proxy/proxies (deadline expires during the Annual General Meeting)

If the Company has appointed one or more proxies that are bound by instructions, these are only authorised to act as proxies and each has the right to delegate this authorisation.

Shareholders can, if applicable by disclosing their name in the attendance list of the Annual General Meeting, issue proxy authorisations and instructions to the proxies regarding the resolutions proposed by management that are published in the Federal Gazette (Bundesanzeiger) (including a revised proposed resolution for Item 2 of the Agenda, as announced), as well as regarding resolutions proposed by shareholders that were announced by the Company prior to the Annual General Meeting due to a request of a minority (§ 122 (2) of the German Stock Corporation Act (AktG)), as a counter-motion (§ 126 (1) of the German Stock Corporation Act (AktG)) or as an election nomination (§ 127 of the German Stock Corporation Act (AktG)).

In cases where individual instructions are missing, these will be classed as abstentions. Should single votes be held on combined proposed resolutions for an item on the agenda, an instruction submitted for this item also applies accordingly to the individual proposed resolutions.

The Company-appointed proxies will not perform any other duties at the Virtual Annual General Meeting. They will neither accept questions from shareholders (or their proxies), nor objections to be placed on the record.

Once the Company has received the electronic proxy vote and instructions for the company-appointed proxies on the password-protected shareholder portal, a confirmation is generated on the password-protected shareholder portal that can be

saved or printed.

Regarding 2. Proxy authorisation issued to a third party

Shareholders can be represented by a third party and enter the data of this appointed proxy, i.e. their first and last name, as well as their place of residence, on the password-protected shareholder portal.

The proxy authorisation issued to a third party includes the right of the proxy to delegate this authorisation.

Where applicable, the names of the shareholder and proxy are disclosed in the attendance list of the Annual General Meeting.

If shareholders wish to allow their proxy to use the password-protected shareholder portal, they must provide this proxy with their access details for the password-protected shareholder portal.

The use of access details by a proxy is also classed as proof of proxy authorisation.

Shareholders should always instruct their proxy in advance with regard to sharing their data, as well as the Company's data protection policy/privacy statement.

Regarding 3. Postal votes (deadline expires during the Annual General Meeting)

Shareholders can cast their votes by postal vote on the resolutions proposed by management that are published in the Federal Gazette (Bundesanzeiger) (including a revised proposed resolution on Item 2 of the Agenda, as announced), as well as on resolutions proposed by shareholders that were announced by the Company prior to the Annual General Meeting due to a request of a minority (§ 122 (2) of the German Stock Corporation Act (AktG)), as a counter-motion (§ 126 (1) of the German Stock Corporation Act (AktG)) or as an election nomination (§ 127 of the German Stock Corporation Act (AktG)).

When using the postal vote option, the name of the shareholder is not disclosed in the attendance list of the Annual General Meeting.

If any postal votes on individual proposed resolutions are missing, these will be classed as abstentions. Should single votes be held on combined proposed resolutions for an item on the agenda, a vote submitted on this item also applies accordingly to the individual proposed resolutions.

Once the Company has received the electronic postal vote on the password-protected shareholder portal, a confirmation is generated on the password-protected shareholder portal that can be saved or printed.

Regarding 4. Asking the Company questions (deadline expires before the Annual General Meeting)

Shareholders can ask the Company questions (opportunity to ask questions by electronic means).

Questions must be lodged (submitted) to the Company as text and be drafted exclusively in German using the "Asking questions" section on the password-protected shareholder portal. For technical reasons, the maximum number of characters that can be entered may be limited. However, this does not limit the number of questions that can be submitted.

Questions of shareholders that have already been submitted can still be viewed up to expiry of the deadline that the Company announced in the invitation to the Annual General Meeting as published in the Federal Gazette (Bundesanzeiger), although they can no longer be deleted.

However, questions of other shareholders cannot be viewed.

The questions will be answered during the Annual General Meeting. Within the scope of answering the questions posed, the Executive Board reserves the right to provide the names of those asking questions, provided these persons have not expressly objected to this.

Regarding 5. Placing an objection on the record (during the Annual General Meeting)
From the beginning to the end of the Virtual Annual General Meeting and pursuant to §245 No. 1 of the German Stock Corporation Act (AktG), in connection with the legislation governing measures in company, cooperative, association, foundation and residential property law to combat the effects of the COVID-19 pandemic (as last amended by the Act on the Further Shortening of Residual Debt Relief Proceedings and on the Adaptation of Pandemic-Related Provisions in Company, Cooperative, Association and Foundation Law as well as in Tenancy and Lease Law), shareholders that participate in the voting process can place an objection on the record against one or more resolutions made at the Annual General Meeting.

All objections must be entered in the "Objection on the record" section on the password-protected shareholder portal. An objection that has already been submitted can be viewed, but no longer deleted.

Regarding 6. Submitting video messages for publication and viewing published video messages (up to the start of the Annual General Meeting)

Shareholders or their proxies can submit (upload) video messages on the password-protected shareholder portal in which they make statements regarding items on the agenda. The special Terms of Use for shareholders wishing to upload video messages via the MLP SE shareholder portal apply (see terms of use for shareholders wishing to upload video messages).

Regarding 7. Confirmation of the vote count pursuant to § 129 (5) of the German Stock Corporation Act (AktG) (can be called up on the password-protected shareholder portal soon after the Annual General Meeting)

Shareholders can request confirmation from the Company within one month following the Annual General Meeting as to whether and how the votes cast were counted (confirmation of the vote count pursuant to § 129 (5) of the German Stock

Corporation Act (AktG)). The Company will voluntarily make a corresponding confirmation available to each shareholder or their proxy. This can then be called up on the password-protected shareholder portal via the menu in the "Documents" section.

If the votes are not cast by the respective shareholder, but rather by an intermediary in the sense of § 67 (4) of the German Stock Corporation Act (AktG), and the shareholder requests a confirmation of this kind to be provided, the intermediary must make this confirmation regarding the count of votes cast available to the shareholder immediately.

Amendment and revocation of declarations (options, actions)

The password-protected shareholder portal provides an option for amending or revoking individual declarations.

The respective deadlines are stated in the invitation to the Annual General Meeting, which was published in the Federal Gazette (Bundesanzeiger).

Shareholders that take up the offers for proxy representation or postal voting on the password-protected shareholder portal are still entitled to follow the Annual General Meeting via the password-protected shareholder portal. In any cases where postal votes have been cast in addition to the Company-appointed proxy having been instructed to vote on behalf of a shareholder, priority is always given to the postal votes. The Company-appointed proxy will then not exercise said voting rights.

Order of priority for declarations received before expiry of the deadline (options, actions)

The Company will always consider the last declaration submitted on time on the password-protected shareholder portal.

If deviating declarations have been received via various communication channels and it is not clear which was submitted last, the declarations are considered in the following order (if and in so far as one of the following one communication channel is open following the invitation to the Annual General Meeting): 1. Via the password-protected shareholder portal, 2. By e-mail, 3. By fax, 4. In paper form.

General Terms of Use

Access details: Registration confirmation number, password (also "internet access code")

Shareholders receive their access details for the password-protected shareholder portal on their registration confirmation, which is sent to them by post, provided they have registered in time for the Annual General Meeting.

Shareholders can then log in to the password-protected shareholder portal using the registration confirmation number and password ("internet access code") printed on their registration confirmation.

The Company will reset the internet access codes soon after shutting down the password-protected shareholder portal.

Secure storage of access details, logout

Shareholders or their proxies are obliged to store their respective access details for the password-protected shareholder portal and also to ensure that no unauthorised persons can use them.

Use of the password-protected shareholder portal must always be terminated by logging out.

In the event of suspected misuse of access details

The Company or the Computershare hotline (see below) is to be informed immediately in the event of suspected misuse of access details, so that the password in question can be disabled.

Availability of the password-protected shareholder portal

The availability and stability of the password-protected shareholder portal, including live broadcast of the Annual General Meeting, can be subject to fluctuations and disruptions. Neither the Company nor the service providers it uses have any influence on the availability, stability, functionality, or reliability of the telecommunication network or the third-party internet services used. If, despite all of the security measures implemented, unauthorised interference with the internet system is determined, the Company reserves the right to interrupt or prematurely terminate its use without further notice.

In this case, the Company also reserves the right only to consider those declarations for which any risk of manipulation can be ruled out. Pursuant to the "Disclaimer" section, neither the Company, the proxies nor the commissioned service providers assume any guarantee or liability for the availability, stability, functionality or reliability of the password-protected shareholder portal or for access to the system.

5. Conduct obligations on the part of the user

Use of the application is permitted subject to the condition that users do not use the application for purposes which are illegal or violate these Terms of Use. Every user is obliged to keep the data received for the purpose of access strictly confidential. The user is solely responsible for keeping the access data, including the password, secret. Users agree to inform the Company immediately of any unauthorised access gained via hacking, password mining or other means to any service, other access data, computer systems or networks that are connected to a server of the Company or the service provider it uses, or to other services, as soon as they become aware of such access. The Company accepts no liability for damage suffered by users as a result of unauthorised third parties using the access details or password of the respective user with or without their knowledge. In certain circumstances, users can be held liable for losses suffered by the Company or third parties due to use of access details by an unauthorised third party. Users are not permitted to use the access details of a third party without said party giving their consent.

6. Guarantee

Despite all due diligence, the Company cannot guarantee that the application is free of logic and programming errors. Equally, the Company does not guarantee that the information in the help texts integrated into the application are complete or correct. Users also cannot assert any guarantee claims due to deficiencies in the services made available/used or any other services of the Company or the service providers it uses.

The Company and its service providers protect the systems from failures, malfunctions and interventions by third parties. However, despite compliance with the due diligence, as well as use of corresponding state-of-the-art security measures, it is not possible to completely rule out the risk of failures and malfunctions in individual cases. Insofar as these are not the responsibility of the Company or its service providers, the Company and/or its service providers does/do not provide any guarantee or accept any liability.

7. Disclaimer

The Company is liable without limitation for damage due to gross negligence or caused intentionally by the Company, its legal representatives or subcontractors. In the event of any violation of significant contractual obligations, i.e. those contractual obligations, which, if violated, jeopardise the purpose of the contract and the fulfilment of which users should especially be able to rely on, the Company can also be held liable in cases of ordinary negligence. However, this liability is limited to compensation for damages that were typically foreseeable when the contract was concluded; furthermore, any liability of the Company in cases of simple negligence is excluded.

The limitations of liability stated above also apply for the benefit of the legal representatives and employees of the Company and are also applied in the event of precontractual or tortious liability.

The liability of the Company for damage as per the product liability law, as well as due to guarantees, remains unaffected by the liability-limiting provisions stated above.

8. Intellectual property

Beyond the rights of use expressly granted in these Terms of Use, users are not granted any further-reaching rights of any kind to the content in the application or to intellectual property rights applicable to these. All intellectual property rights relating to industrial property rights, such as brands, company symbols, patents and utility models, as well as any copyrights, remain solely with the company / its proprietors. Users are in particular not entitled to modify, duplicate and/or make the content in the application available to third parties, unless this is expressly permitted in the application.

9. Amendment to the Terms of Use

Should any Terms of Use change, the Company will inform users of this prior to any new login on the password-protected shareholder portal. The altered Terms of Use must first be accepted by the users, so that they can continue to log in to the

password-protected shareholder portal. As a general rule, the Terms of Use are deemed to have been accepted by shareholders or their proxies in their respective version if shareholders or their proxies continue to log in to the password-protected shareholder portal.

10. Data protection

See the privacy statement in the footer of the password-protected shareholder portal or on the Company's website.

11. Other

To make the material easier to read, no gender-specific salutations are used. However, all genders (male, female, diverse) are addressed equally.

12. Final provisions

The law of the Federal Republic of Germany applies exclusively, excluding the provisions and basic principles relating to conflict of law. The place of performance is Munich, Germany. Insofar as legally permitted, the exclusive place of jurisdiction for all claims in the context of these Terms of Use is also Munich, Germany. Should any individual parts of these Terms of Use not, no longer or not fully comply with applicable law, all other conditions remain unaffected by this and therefore remain valid. The closest possible provisions to the objective of the original provisions in terms of content are then retroactively added in place of the provisions that have become inoperative.

Questions relating to content of the Annual General Meeting of MLP SE:

Tel.: 06222 308 8320

E-mail: investorrelations@mlp.de

Computershare hotline for questions regarding use of the password-protected shareholder portal:

**Computershare Operations Center
80249 München
Germany**

E-Mail: aktionaeersportal@computershare.de