

Delaware

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The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "HENKEL US DISTRIBUTION CORPORATION", CHANGING ITS NAME FROM "HENKEL US DISTRIBUTION CORPORATION" TO "HENKEL CORPORATION", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2017, AT 2:18 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID RESTATED CERTIFICATE IS THE FIRST DAY OF JANUARY, A.D. 2018 AT 7:30 O'CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

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Authentication: 203857423
Date: 07-07-22

You may verify this certificate online at corp.delaware.gov/authver.shtml

SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF

Henkel US Distribution Corporation

Effective: January 1, 2018 at 7:30 PM (EST)

The name of the corporation is Henkel US Distribution Corporation (the "Corporation"). The Corporation was originally incorporated pursuant to the Delaware General Corporation Law (the "DGCL"), and the Corporation's original Certificate of Incorporation was filed in the office of the Secretary of State of Delaware on April 19, 2017.

An Amended and Restated Certificate of Incorporation was filed in the office of the Secretary of State of Delaware on August 22, 2017.

The Board of Directors of the Corporation, by the unanimous written consent of its members, duly adopted a resolution, pursuant to Sections 242 and 245 of the DGCL, setting forth and adopting this Second Amended and Restated Certificate of Incorporation of the Corporation.

The stockholders of the Corporation duly approved said proposed Second Amended and Restated Certificate of Incorporation by unanimous written consent in accordance with Sections 228, 242 and 245 of the DGCL.

This Second Amended and Restated Certificate of Incorporation amends, restates and supersedes the provisions of the Corporation's Certificate of Incorporation, as previously amended and restated, to be read herein as set forth in full:

ARTICLE I
Name of Corporation

The name of the Corporation is Henkel Corporation

ARTICLE II
Registered Office and Registered Agent

The registered office of the Corporation in the State of Delaware is c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808, New Castle County.

The registered agent at such address is Corporation Service Company.

ARTICLE III
Corporation Purpose

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the DGCL.

ARTICLE IV Capital Stock

The total number of shares of stock which the Corporation is authorized to issue is one hundred thousand (100,000) shares of Common Stock, par value \$0.01 USD per share ("Common Stock").

I. COMMON STOCK

1.1 General. Except as otherwise expressly provided herein, the holders of the Common Stock shall be entitled to all rights provided for by the DGCL. Included within, or in addition to these rights, are the rights to:

- (a) speak at meetings of stockholders called in accordance with the DGCL and this Certificate of Incorporation ("Stockholders' Meeting");
- (b) propose amendments to the agenda of a Stockholders' Meeting;
- (c) submit a stockholder resolution for a vote;
- (d) call a special Stockholders' Meeting;
- (e) request from the Board of Directors information concerning the Corporation's affairs;
- (f) request the Chancery Court appoint a special auditor;
- (g) request the Chancery Court appoint or dismiss a liquidator;
- (h) request in writing that the Board of Directors replace the registered public accountant responsible for auditing the Corporation's financial statements;
- (i) request the Chancery Court dismiss a sitting member of the Board of Directors;
- (j) challenge resolutions made during a Stockholders' Meeting; and
- (k) purchase a pro rata amount of any class of newly issued stock of the Corporation at a price determined by the Board of Directors to reflect the fair market value of any such newly issued shares as of the date of their issuance.

1.2 Voting. The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all Stockholders' Meetings (and written actions in lieu of meetings).

1.3 Dividends. Dividends on the Common Stock will be payable only when, as and if declared by the Board of Directors out of accumulated retained earnings, current year's net profits and other funds at the time legally available for the payment of dividends.

ARTICLE V
Amendment of Bylaws

In furtherance and not in limitation of the power conferred by the laws of the State of Delaware, the Board of Directors shall have the power to adopt, amend or repeal the bylaws of the Corporation. Election of directors need not be written ballot unless the bylaws of the Corporation so provide.

ARTICLE VI
Indemnification

(A) Each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit, or proceeding, whether civil, criminal administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she or a person of whom he or she is the legal representative is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans maintained or sponsored by the Corporation, whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the DGCL as the same exists or may hereafter be amended (but, if permitted by applicable law, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith and such indemnification shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that except as provided in paragraph (C) of this Article, the Corporation shall indemnify any such person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition, such advances to be paid by the Corporation within 20 days after the receipt by the Corporation of a statement or statements from the claimant requesting such advance or advances from time to time; provided, however, that if the DGCL requires, the payment of such expenses incurred by a director or officer in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such person while a director or officer, including, without limitation, service to an employee benefit plan) in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of an undertaking by or on behalf of such director or officer, to repay all amounts so advanced if it shall ultimately be determined that such director or officer is not entitled to be indemnified under this Article or otherwise.

(B) To obtain indemnification under this Article, a claimant shall submit to the Corporation a written request, including therein or therewith such documentation and information as is reasonably available to the claimant and is reasonably necessary to determine whether and to what extent the claimant is entitled to indemnification. Upon written request by a claimant for indemnification pursuant to the first sentence of this paragraph (B), a determination, if required by applicable law, with respect to the claimant's entitlement thereto shall be made as follows: (1) if requested by the claimant, by Independent Counsel (as hereinafter defined), or (2) if no request is made by the claimant for a determination by Independent Counsel, (i) by a majority vote of the Disinterested Directors (as

hereinafter defined), even though less than a quorum, or (ii) if there are no Disinterested Directors or, if the Disinterested Directors so direct, by Independent Counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to the claimant, or (iii) if the Disinterested Directors so direct, by the stockholders of the Corporation. In the event the determination of entitlement to indemnification is to be made by Independent Counsel at the request of the claimant, the Independent Counsel shall be selected by the Board of Directors unless there shall have occurred within two years prior to the date of the commencement of the action, suit or proceeding for which indemnification is claimed a reorganization, merger or consolidation or sale or other disposition of all or substantially all of the assets of the Corporation, in which case the Independent Counsel shall be selected by the claimant unless the claimant shall request that such selection be made by the Board of Directors. If it is so determined that the claimant is entitled to indemnification, payment to the claimant shall be made within 10 days after such determination.

(C) If a claim under paragraph (A) of this Article is not paid in full by the Corporation within 30 days after a written claim pursuant to paragraph (B) of this Article has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Corporation) that the claimant has not met the standard of conduct which makes it permissible under the DGCL for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including without limitation, the Disinterested Directors, Independent Counselor or stockholders) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including, without limitation, the Disinterested Directors, Independent Counselor or stockholders) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.

(D) If a determination shall have been made pursuant to paragraph (B) of this Article that the claimant is entitled to indemnification, the Corporation shall be bound by such determination in any judicial proceeding commenced pursuant to paragraph (C) of this Article.

(E) The Corporation shall be precluded from asserting in any judicial proceeding commenced pursuant to paragraph (C) of this Article that the procedures and presumptions of this Article are not valid, binding and enforceable and shall stipulate in such proceeding that the Corporation is bound by all the provisions of this Article.

(F) The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, By-laws, agreement, vote of stockholders or Disinterested Directors or otherwise. No repeal or modification of this Article shall in any way diminish or adversely affect the rights of any director, officer, employee or agent of the Corporation hereunder in respect of any occurrence or matter arising prior to any such repeal or modification.

(G) The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power

to indemnify such person against such expense, liability or loss under the DGCL. To the extent that the Corporation maintains any policy or policies providing such insurance, each such director or officer, and each such agent or employee to which rights to indemnification have been granted as provided in paragraph (H) of this Article, shall be covered by such policy or policies in accordance with its or their terms to the maximum extent of the coverage thereunder for any such director, officer, employee or agent.

(H) The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and rights to be paid by the Corporation the expenses incurred in defending any proceeding in advance of its final disposition, to any employee or agent of the Corporation, and to persons serving as employees or agents of another corporation, partnership, joint venture, trust or other enterprise, at the request of the Corporation, to the fullest extent of the provisions of this Article with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

(I) If any provision or provisions of this Article shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (1) the validity, legality and enforceability of the remaining provisions of this Article (including, without limitation, each portion of any paragraph of this Article containing any such provision held to be invalid, illegal or unenforceable, that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and (2) to the fullest extent possible, the provisions of this Article (including, without limitation, each such portion of any paragraph of this Article containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

(J) For purposes of this Article:

(1) "Disinterested Director" means a director of the Corporation who is not and was not a party to the proceeding or matter in respect of which indemnification is sought by the claimant.

(2) "Independent Counsel" means a law firm, a member of a law firm, or an independent practitioner, that is experienced in matters of corporation law and shall include any person who, under the applicable standards of professional conduct then prevailing, would not have a conflict of interest in representing either the Corporation or the claimant in an action to determine the claimant's rights under this Article.

(K) Any notice, request or other communication required or permitted to be given to the Corporation under this Article shall be in writing and either delivered in person or sent by telecopy, telex, telegram, overnight mail or courier service, or certified or registered mail, postage prepaid, return receipt requested, to the Secretary of the Corporation and shall be effective only upon receipt by the Secretary.

**ARTICLE VII
Director Liability**

No director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith, or that involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the DGCL, or (iv) for any transaction from which the director derived an improper personal benefit.

The provisions of this Article shall be deemed to be a contract between the Corporation and each director who serves in any such capacity at any time while this Article and the relevant provisions of the DGCL or other applicable law, if any, are in effect, and any repeal or modification of any such law or of this Article shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts.

**Article VIII
Effective Date**

The Effective Date of this Second Amended and Restated Certificate of Incorporation shall be January 1, 2018 at 7:30 PM EST.

[Signature Page Follows]

SIGNATURE PAGE TO SECOND AMENDED AND RESTATED CERTIFICATE OF
INCORPORATION OF HENKEL US DISTRIBUTION CORPORATION

IN WITNESS WHEREOF, Henkel US Distribution Corporation has caused this Second Amended and Restated Certificate of Incorporation to be signed by a duly authorized officer on this 14th day of December, 2017.

HENKEL US DISTRIBUTION CORPORATION

By: 
Title: Jeffrey Piccolomini
Name: Chief Financial Officer