

Investor Terms of Service

IMPORTANT: You must read the following before continuing. The following applies to the information and the reports (and the information contained therein) contained on this site, including any attachments as well as the access codes, passwords and other log-in information with respect to this site (collectively, “Site Data”).

Recipients of Site Data

By clicking “Submit,” you acknowledge, understand and agree that you are:

1. an existing holder or beneficial owner of (i) the 6.250% Senior Secured Notes due 2026 (the “2026 USD Secured Notes”) and/or the 4.375% Senior Secured Notes due 2026 (the “Euro Secured Notes”), each issued under the Indenture, dated as of April 1, 2019 (as amended and/or supplemented from time to time, the “2019 Secured Indenture”), among Clarios Global LP (f/k/a Panther BF Aggregator 2 LP) (the “Company”), Clarios US Finance Company, Inc. (f/k/a Panther Finance Company, Inc.) (the “Co-Issuer”), the guarantors party thereto and Citibank, N.A., as Trustee (the “Trustee”) and Collateral Agent, (ii) the 8.500% Senior Notes due 2027 (the “Unsecured Notes”), issued under the Indenture, dated as of April 1, 2019 (as amended and/or supplemented from time to time, the “Unsecured Indenture”), among the Company, the Co-Issuer, the guarantors party thereto and the Trustee and/or (iii) the 6.750% Senior Secured Notes due 2025 (the “2025 USD Secured Notes” and, together with the 2026 USD Secured Notes, the Euro Secured Notes and the Unsecured Notes, the “Notes”), issued under the Indenture, dated as of May 20, 2020 (as amended and/or supplemented from time to time, the “2020 Secured Indenture” and, together with the 2019 Secured Indenture and the Unsecured Indenture, the “Indentures”);
2. a bona fide prospective purchaser of the Notes that is a “qualified institutional buyer” within the meaning of Rule 144A under the U.S. Securities Act of 1933, as amended (the “Securities Act”) or a “non-U.S. person” within the meaning of Regulation S under the Securities Act; or
3. a securities analyst or market making institution.

Confidentiality

The Site Data is confidential. By clicking “Submit,” you acknowledge, understand and agree:

1. to strictly maintain the confidentiality of all Site Data and to take all reasonable precautions necessary to maintain such confidentiality so that you do not divulge Site Data to any third party;
2. to not forward, distribute, or otherwise publicly disclose any Site Data to any third party, except to the extent determined, in the reasonable judgment of your counsel

after consultation with the Company, to be required by applicable law, governmental rule or regulation, court order, administrative or arbitration proceeding or by any regulatory or judicial authority having jurisdiction over you;

3. to not attempt to download, scan, copy, print or otherwise capture any of the information contained on the site, except to view, print or download information for which the view, print or download capability has been enabled as indicated by the site index, to not attempt to circumvent any of the security features of the site, and to not enable or allow others to access the site using your authorization to the site; and
4. that money damages may not be a sufficient remedy for any breach of the foregoing and that the Company shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach in addition to all other remedies available at law or in equity to the Company, without proof of actual damages.

In addition, the Site Data may be protected under the terms of a confidentiality agreement between you/your company and the party who has furnished such information, and in such case this click-wrap agreement does not supersede or replace any terms of such confidentiality agreement.

Purpose of Information; No Representation and Warranty Acknowledgement

By clicking "Submit," you acknowledge, understand and agree that:

1. you will not use the Site Data for any purpose other than for your investment or potential investment in the Notes or in your capacity as a securities analyst or market making institution;
2. the Site Data constitutes information that is being provided pursuant to the provisions of Section 4.03 of the Indentures or additional information that the Company has determined, in its sole discretion, to make available and that the Site Data is not being provided for, and should not be relied upon for, any other purpose, including any offer, sale or purchase of securities by you or on your behalf, except as indicated above;
3. the Company, in its sole discretion, may remove or modify the Site Data, condition, modify, restrict or decline to grant access to this site and the Site Data to any person (including declining access to any competitively-sensitive information to the extent that the Company determines in good faith that providing such information would be competitively harmful to the Company and its subsidiaries), or otherwise close this site, except as limited by the Indentures;
4. the Site Data constitutes only certain information about the Company, does not contain all material information about the Company, its subsidiaries or their business, operations, assets, liabilities, financial or other condition or otherwise and is subject to various risks, uncertainties and assumptions;
5. the Company undertakes no duty to update any of the Site Data, except as required by the Indentures;

6. none of the Company, nor any of its subsidiaries or affiliates, nor any of their respective directors, officers, employees, advisors or other representatives (collectively, “Representatives”) makes any representation or warranty, express or implied, as to the accuracy or completeness of the Site Data;
7. absent fraud by the Company or its Representatives, neither the Company nor its Representatives shall have any liability whatsoever to you or your Representatives or any other person as a result of the use of the Site Data or any errors therein or omissions therefrom; and
8. you and your Representatives shall assume full responsibility for all conclusions derived from and any use of or reliance on the Site Data.

Securities Laws Acknowledgement

By clicking “Submit,” you acknowledge, understand and agree that you and your Representatives are:

1. aware that the United States securities laws may prohibit any person who has material non-public information about a company from purchasing or selling securities of such company, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities; and
2. you will not, and will take reasonable steps necessary to assure that your Representatives (and any person acting on behalf of or in concert with you or your Representatives) will not, trade in the securities of the Company (including any securities convertible into such securities or any other right to acquire such securities) on the basis of, or while you or your Representatives are in possession of, material non-public information regarding the Company.

Data Privacy

Your information will be processed in accordance with the Company’s Privacy Policy, which is available here: www.clarios.com/privacy.

By clicking “Submit,” you acknowledge that you have read, and indicate your acceptance of and agreement to be bound by, these terms and conditions.