



TERMS AND CONDITIONS

1. INTRODUCTION

These terms and conditions (the "T&Cs") are intended to govern the operation of the Award for Scientific Progress in "ASPIRE Award") organized by Grifols, S.A., a company duly incorporated under Spanish law, with Tax ID number A-calle Jesús y María 6, 08022 Barcelona – Spain ("Grifols").

The objectives of the ASPIRE Award are to improve immunodeficiency disease (primary and secondary) awareness, as to develop novel concepts on immunoglobulin therapy research.

These T&Cs are available for consultation on <http://www.aspire-award-grifols.com> (the "Website").

2. PARTICIPANTS

Participation in the ASPIRE Award is voluntary and free of charge.

The participants in the ASPIRE Award may present their proposal individually or as a part of a team. Both individual and teams are jointly referred to as the "Participants".

Participants shall meet the following eligibility requirements:

- present an innovative proposal that fulfills the project objectives set forth in Section 4.1;
- be a scientist or clinician conducting research at hospitals, universities or independent institutions;
- be under the age of 45 at the time of submitting the Letter of Intent (the "LoI"). This requirement only applies to the Participants;
- be employed or supported by a hospital, university or independent institution (the "Institution").

None of Grifols' and/or its group companies' employees or any relative up to the second degree of kinship of the persons in the management of Grifols' scientific awards or in the awardee selection process shall be eligible to participate in the ASPIRE Award.

Unless expressly stated in these T&Cs, in no case shall Grifols bear any costs and/or expenses in which the Participant's participation in the ASPIRE Award.

Submissions from Awardees of previous editions of ASPIRE Award will not be accepted.

3. PERIOD OF PARTICIPATION AND TIMELINE

The period of participation for the ASPIRE Award will be defined in the ASPIRE Award Timeline.

- (a) Submission of the Application Form: within the term indicated in the ASPIRE Award Timeline.

(b) Submission of the full proposal for the Research Project (as such term is defined below) by the short listed Participant ASPIRE Award Timeline.

(c) The Awardee (as such term is defined below) will be announced on the Website within the term indicated in the

4. AWARD DETAILS

Applicants (either individual Participants or the Participant in a team designated to present the proposal) should complete together with the Lol and any required documentation, including a short curriculum vitae, during the term set out in Section 4.1.

Once the period to submit the Application Form ends, an independent jury formed by a panel of scientists, whose identities will be published on the Website (the "Jury"), shall select a maximum of six (6) proposals submitted for Research Projects (as such term is defined below) for the ASPIRE Award objectives described in Section 4.1, taking into consideration the appraisal criteria described in Section 4.2.

The Participants shortlisted by the Jury will be invited to submit a full proposal of the Research Project, following the terms and conditions set out in the Application Form.

The Participant whose Research Project is awarded (the "Awardee") will be announced on the Website with his/her name, designation of workplace, short biography and a brief description of the Research Project.

If required, the Awardee shall attend the award ceremony, whether by physical attendance or remotely at the choice of the Awardee. In case it is required for the Awardee to attend the award ceremony physically, any costs and/or expenses associated with such attendance shall be borne by Grifols.

Participants shall provide all information requested in the course of the selection process in English using the form or forms which are made available on the Website.

4.1 Requirements of the Research Projects

Participants must present an innovative scientific or clinical research project that meets the following requirements (the term "Research Project" shall have the meaning assigned to it in Section 4.1):

(a) ASPIRE Award's objectives:

- i. Improve primary and secondary immunodeficiency diseases awareness, diagnostics and management, and
- ii. Develop novel concepts on immunoglobulin therapy research.

(b) Research Project goals should be achieved within a maximum of twenty-four (24) months from the date of the first submission of the Research Project (as such term is defined below), in case the Participant becomes selected as Awardee;

(c) The Research Projects should be innovative and related to primary and secondary immunodeficiency diseases and should not be associated with a particular commercial product;

(d) Studies sponsored by industry are excluded;

(e) Clinical Research Projects may include any studies requiring patient informed consent, including treatment of patients (e.g. for biomarker analysis, genotyping and diagnostics) and in vitro studies;

(f) In no case, submitted Research Projects shall include any information or data which allows, directly or indirectly, the identification of other individuals who are not members of the Participant's team and/or the Institution;

The Awardee agrees to provide Grifols with a full report after completion of the Research Project.

4.2 Appraisal criteria

The Research Projects will be assessed by the Jury taking into account the following criteria:

- (a) Scientific merit, which will take into account (i) the validity of the rationale and/or proposed methodology, (ii) the validity of the proposed timelines, and (iv) the feasibility of completing the proposed research within a maximum term date of the first payment agreed in the Contract, in case the Participant becomes selected as Awardee;
- (b) Innovation of the Research Project in design, methodology and objectives;
- (c) Clinical/medical impact, which will take into account the contribution of the Research Project results to increase management or develop novel concepts on immunoglobulin therapy, and
- (d) Mentor and/or research environment, which will take into account (i) qualification of the Participant(s), and (ii) environment.

5. PRIZE

The selected Research Project will be awarded with the amount of Euros 50,000 (the "Award"). The payment of the Award will be made to the Awardee's Institution with the following payment schedule and subject, if applicable, to holding a certificate of residence:

Twenty-five thousand Euros (€25,000) (gross amount) within sixty (60) days of receipt of the corresponding invoice

Twenty-five thousand Euros (€25,000) (gross amount) within sixty (60) days of receipt by Grifols of the final report, issued by the Institution.

The Awardee acknowledges that Grifols will not transfer any payment of the Award directly to him/her.

The Institution shall use the Award only for the performance of the Research Project by the Awardee and shall not apply it to management or administration costs).

6. AGREEMENTS

A written agreement shall be executed between the Institution and Grifols (the "Contract") to cover the granting of the Award to the Awardee and both parties related thereto. The Contract shall be subject to Spanish law and to the jurisdiction of the courts of the city of Barcelona, unless otherwise agreed by Grifols and the Institution.

7. CONFIDENTIAL INFORMATION

All documents and/or information submitted by Participants and/or the Institutions to Grifols related to the Research Project shall be considered Confidential Information ("Confidential Information") and shall only be used by Grifols for the sole purposes of assessing Participants' applications.

The obligations of this Clause 7 shall be valid during a term of five (5) years after the delivery of the Confidential Information.

8. REPRESENTATIONS AND WARRANTIES. INTELLECTUAL AND INDUSTRIAL PROPERTY

The Participants represent and warrant that (a) they are the scientists or clinicians responsible for the submitted Research Project, (b) the documents and/or information provided are accurate and updated, (c) the Research Project is an original creation, (d) they have obtained the necessary approvals from the Institution to participate in the ASPIRE Award and their participation does not violate any duty owed to the Institution or any third party, (e) if applicable, they will obtain the informed consent of the patients in accordance with applicable law, (f) they are not aware of any applicable health regulations, and (g) their participation in the ASPIRE Award and the exercise by Grifols of the rights and obligations arising from the legal provisions, agreements, rights or assets owned by any third party.

The Institution will be the exclusive owner of the economic rights of intellectual and industrial property over the Research Project. In connection with the ASPIRE Award, Grifols is granted a worldwide, non-exclusive, non-transferable (except to Grifols' group companies) license to use the results derived, directly or indirectly, from the Research Project for Grifols' internal research and development purposes. Grifols shall not disclose any information, data and/or results derived from the Research Project only with the prior written consent of Grifols, which shall be withheld.

For the avoidance of any doubt, the Institution shall fully keep the ownership or control over all documents, materials protected by intellectual and industrial property rights) submitted to participate in the ASPIRE Awards. The Institution results provided that such publication does not constitute a breach of any provisions of these T&Cs.

9. DATA PROTECTION

Any personal data provided by the Participants will be processed in accordance with the [Privacy Notice](#).

10. APPLICABLE LAW AND JURISDICTION

These T&Cs are governed by Spanish law.

If any dispute arises from the interpretation and/or execution of the provisions regulated in these T&Cs, the parties will. If the dispute, controversy or difference cannot be amicably resolved, the parties shall submit the dispute, controversy of the city of Barcelona, Spain.

11. GENERAL

Participation in the ASPIRE Award implies full and complete acceptance of these T&Cs by each Participant. Any statement agreeing to the T&Cs, will result in the exclusion of the Participant and, as a result, Grifols will be released from fulfilling Participant.

It is hereby acknowledged that the Award granted is not conditioned upon any promotion, prescription and/or use of a nor it is intended to influence the Awardee and the Institution to do so.

Grifols reserves the right to cancel the ASPIRE Award at any time on grounds of force majeure, lack of participation c

Grifols reserves the right to disqualify any Participant who infringes any of the provisions regulated in these T&Cs and

Grifols reserves the right to modify these T&Cs in case any irregularity is detected that might influence the objectivity Award.

Date of creation: September 2022