



TERMS AND CONDITIONS

1. INTRODUCTION

These terms and conditions (the "T&Cs") are intended to govern the operation of the Scientific Progress Immunoglobulins in Neurology Award (the "SPIN Award") organized by Grifols, S.A., a company duly incorporated under Spanish law, with Tax ID number A-58389123 and with registered offices at calle Jesús y María 6, 08022 Barcelona – Spain ("Grifols").

The objectives of the SPIN Award aim to support research into the use of immunoglobulins in neurology.

These T&Cs are available for consultation on www.spin-awards.com (the "Website").

2. PARTICIPANTS

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

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

Participants shall meet the following eligibility requirements:

- present an innovative project relevant to immunoglobulin research in neurology or related to novel immunoglobulin therapies for neurological conditions that fulfills the Spin Award objectives, as set out in Section 4.1;
- be under the age of 40 at the time of submitting the Letter of Intent (the "LoI"). This requirement only applies to the primary applicant in case of team participants;
- be a scientist or clinician employed or supported by a hospital, university or independent institution (the "Institution"), and
- sign a contract with the Institution and Grifols (the "Contract") if he/she becomes a selected Awardee (as such term is defined below).

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

Unless expressly stated in these T&Cs, in no case shall Grifols bear any costs and/or expenses in which the Participants may incur by reason of their participation in the SPIN Award.

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

3. PERIOD OF PARTICIPATION AND TIMELINE

The Spin Award will commence on 1 August 2019 and will finish when the Participants being notified of Judging Panel decision by 31 May 2020.

(a) Submission of the Application Form: from 1 August 2019 to 31 January 2020.

(b) The date and place of the Award ceremony will be announced on the Website during the second quarter of 2020 (the "Award Ceremony").

4. AWARDS DETAILS

Applicants (either individual Participants or the primary applicant designated to present the proposal from a team Participant) should complete the Application Form and submit it, together with the LoI and a short curriculum vitae (as such term is defined below) during the term set out in Section 3.

Once the period to submit the Application Form ends, an independent jury formed by a panel of scientists, whose identity details are published on the Website (the "Jury") shall select a maximum of six (6) proposals submitted Research Projects (as such term is defined below) that best match the SPIN Award's 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 requirements set forth in Section 4.1.

The Participant whose Research Project is awarded (the "Awardee") will be announced on the Website with its name, last name, photo, short biography and a brief description of the Research Project.

The Awardee is required to attend the Award Ceremony in order to be awarded. Any costs and/or expenses associated with the attendance of the Awardee to the Award Ceremony will be borne by Grifols or, if these have been already paid by the Awardee or the Awardee's Institution, the Awardee or the Awardee's Institution shall be reimbursed by Grifols upon Grifols being provided with evidence of such costs and/or expenses incurred and subject, in any event, to any applicable local laws and regulations.

Participants shall provide all information requested in course of the selection process in English using the form or documents provided by Grifols, when they are made available.

4.1 Requirements of the Research Projects

Participants must present a research project on the use of immunoglobulins in neurology. Proposals may include, but are not limited to, projects on efficacy, mechanism of action, safety and tolerability, quality of life and pharmacoeconomics. The project should meet the following requirements (the "Research Project"):

(a) SPIN Award's objectives:

- (i) Develop novel concepts in immunoglobulin research in neurology,
- (ii) Encourage discovery of beneficial immunoglobulin applications in neurological disorders,
- (iii) Promote research of novel therapeutic options for patients with neurological conditions

(b) Research Project goals should be achieved within a maximum of twelve (12) months from the date of the first payment agreed in the Contract, in case the Participant become selected as Awardee.

(c) The Research Projects should be innovative and related to immunoglobulin research in neurology or related to novel immunoglobulin therapies for neurological conditions, not associated with one particular commercial product;

(d) Studies sponsored by industry are excluded;

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

The Awardee agrees to provide Grifols with an interim study report after half-time of the Research Project and 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 Research Project Objectives and 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 expected outcomes, (iii) the validity of the proposed timelines, and (iv) the feasibility of completing the proposed research within a maximum term of twelve (12) months from the date of the first payment agreed in the Contract, in case the Participant become selected as Awardee;

(b) Innovation of the project in design, methodology and/or objectives;

(c) Clinical/medical impact which will take into account the contribution of the Research Project results to clinical and scientific understanding on the use of immunoglobulin in neurological disorders,

(d) Mentor and research environment, which will take into account (i) mentor's research focus, clinical/scientific expertise and experience, (ii) qualification of the Participants, and (iii) expertise in the academic research environment.

5. PRIZE

The selected Research Project will be awarded with an amount of Euros 50,000 (the "Award"). The payment of the Award will only be made by Grifols to the Awardee's Institution that employs or supports the Awardee with the following payment schedule and subject, if applicable, to holding a certificate of residents for non-Spanish residents:

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

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

6. GUARANTEES AND INTELLECTUAL AND INDUSTRIAL PROPERTY

The Participants represent and warrant that (a) they are the scientists or clinician responsible for the submitted Research Project, (b) any submitted documents and/or information provided are accurate and updated, (c) the Research Project is an original creation, (d) they have obtained all necessary approvals from the Institution to participate in the SPIN Award and their participation do not violate any duty owed to the Institution or any other third party, (e) if applicable, they will obtain the informed consent of the patients in accordance with applicable law, (f) the Research Project complies with all applicable health regulations, and (g) their participation in the SPIN Award and the exercise by Grifols of the rights licensed herein do not infringe any 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. By participating in the SPIN Award, Grifols is granted a worldwide, non-exclusive, non-transferable (except to Grifols' group companies) royalty free license to use any and all results derived, directly or indirectly, from the Research Project for Grifols' internal research and development purposes. The Awardee shall present any information, data and/or results derived from the Research Project only with the prior written consent of Grifols, which consent shall not be unreasonably withheld.

7. DATA PROTECTION

Any personal data provided by the Participants will be processed in accordance with the Privacy Notice.

8. APPLICABLE LAW AND JURISDICTION

These T&Cs are governed by Spanish law.

If any disputes arise from the interpretation and/or execution of the provisions regulated in these T&Cs, the parties will try to resolve these disputes amicably. If the dispute, controversy or difference cannot be amicably resolved, the parties shall submit the dispute, controversy or difference exclusively to the courts of the city of Barcelona.

9. GENERAL

Participation in the SPIN Award implies full and complete acceptance of these T&Cs by each Participant. Any statement to the contrary such as not agreeing to the T&Cs, will result in the exclusion of the Participant and, as a result, Grifols will be released from fulfilling any obligations with respect to said Participants.

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

Grifols reserves the right to cancel the SPIN Award at any time on grounds of force majeure, lack of participation or for any other valid reason.

Grifols reserves the right to disqualify any Participant who infringes any of the provisions regulated in these T&Cs and/or any applicable regulation.

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

Date of creation: July 2019