

# GRIFOLS

## VISITOR NONDISCLOSURE AGREEMENT

This Visitor Nondisclosure Agreement (this “**VNDA**”) is entered by and between Grifols Therapeutics LLC, with facilities located at 8368 US 70 Bus Hwy West / Clayton, NC 27520 (“**Grifols**”) and the visitor(s) listed herein (“**Recipient**”). This VNDA is effective beginning on the first date of Recipient’s visit (listed below) (the “**Effective Date**”) and runs for a term of one (1) year (the “**Term**”), covering additional visits during that period.

WHEREAS, Recipient desires to visit and tour Grifols’ facilities (“**Purpose**”) and in the course of doing so, will receive, observe, or have access to Confidential Information (as defined below);

NOW, THEREFORE, in consideration of Grifols disclosing such information and Recipient agreeing to evaluate and maintain the same in confidence, the parties agree as follows:

1. **Confidential Information:** For the purposes of this VNDA “**Confidential Information**” means all information, intellectual property, knowledge, plans, business plans, unpublished materials, customer information, vendor information, employee information, maps, construction projects, processes, specifications, technical notes, product information, financial information, configurations, know-how, or data, computer code, and trade secrets regardless of form (including without limitation, visual or oral) that Grifols possesses and discloses to Recipient hereunder, including without limitation, information that is proprietary and not generally known to the public or Grifols’ competitors.

2. **Term, Survival, and Duration of Obligations:** Confidential Information may be provided hereunder during the aforementioned site visit. The respective rights and obligations of the parties hereunder shall survive the termination or expiration of this VNDA to the extent necessary for the intended preservation of such rights and obligations. The obligations of confidentiality and non-use imposed hereunder shall continue in force for a period of seven (7) years, from the expiration or termination of this VNDA.

3. **Purpose, Scope and Rights:** Subject to the terms and conditions of this VNDA, Grifols agrees to disclose certain Confidential Information to Recipient. Recipient does not acquire any right to use the Confidential Information disclosed pursuant to this VNDA, except the limited right to use such Confidential Information solely for the Purpose. Grifols makes no representation or warranty as to the accuracy or completeness of the Confidential Information which it discloses.

4. **Confidentiality:** As a condition to Grifols disclosing the Confidential Information to Recipient, Recipient agrees to hold all Confidential Information in strict confidence and shall not disclose, distribute or disseminate Confidential Information in any way or form to anyone without the prior written approval of Grifols.

5. **Prohibitions:** Recipient shall not remove any document, equipment or other materials from the premises without Grifols’ written permission. **Recipient will not photograph or otherwise record any information to which Recipient may have access in connection with entering the Grifols facility.**

6. **Exceptions:** Recipient shall have no obligation of confidentiality or non-use with respect to any Confidential Information that: (a) is or later becomes generally available to the public by use, publication or the like, through no fault of Recipient; (b) is obtained from a third party who had no obligation of confidentiality with respect to such information; or (c) is already possessed by Recipient, as evidenced by its written records, predating receipt thereof from Grifols.

7. **Injunctive Relief:** Recipient acknowledges and agrees that Grifols’ remedy at law for breach of any of Recipient’s obligations under this VNDA may be inadequate and that the Grifols may suffer irreparable harm as a result of any such breach. If, at any time, Recipient shall breach or threaten to breach or violate in any manner any of its obligations set forth herein, Grifols shall be entitled to equitable relief by way of injunction in addition to, but not in substitution for, any and all other relief to which Grifols may be entitled at law or in equity.

8. **Effect:** This VNDA is binding on Recipient and Recipient’s employer, and inures to the benefit of Grifols, its affiliates, successors and assigns.

9. **Miscellaneous:** This VNDA constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties (whether written or oral) relating to the subject matter hereof. No modification of this VNDA shall be effective unless made in writing and signed by a duly authorized representative of each party. This VNDA shall be governed by the laws of the State of North Carolina, without regard to conflicts of laws principles, and the parties hereby submit to the jurisdiction of the North Carolina courts, both state and federal.

IN WITNESS WHEREOF, Recipient has executed this VNDA as set forth below.

### RECIPIENT

Name: \_\_\_\_\_

\*Affiliation/Company: \_\_\_\_\_

Title: \_\_\_\_\_

First Day of Visit: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

*\*Additional visitors with the same affiliation (company, organization, entity, etc.) may execute this VNDA by reading the document and signing on an attached signature page.*

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## VISITOR NONDISCLOSURE AGREEMENT (Signature Page for Groups)

By signing my name below, I acknowledge that I have read and understand the attached "Visitor Nondisclosure Agreement" ("VNDA") and agree to be bound by its terms, effective as of the First Day of Visit listed with my signature (the "Effective Date").

### RECIPIENT

Name: \_\_\_\_\_

\*Affiliation/Company: \_\_\_\_\_

Title: \_\_\_\_\_

First Day of Visit: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

### RECIPIENT

Name: \_\_\_\_\_

\*Affiliation/Company: \_\_\_\_\_

Title: \_\_\_\_\_

First Day of Visit: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

### RECIPIENT

Name: \_\_\_\_\_

\*Affiliation/Company: \_\_\_\_\_

Title: \_\_\_\_\_

First Day of Visit: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

### RECIPIENT

Name: \_\_\_\_\_

\*Affiliation/Company: \_\_\_\_\_

Title: \_\_\_\_\_

First Day of Visit: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

### RECIPIENT

Name: \_\_\_\_\_

\*Affiliation/Company: \_\_\_\_\_

Title: \_\_\_\_\_

First Day of Visit: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_