

THE SUPPLY, IN WHOLE OR IN PART, OF THE PRODUCTS AND/OR SERVICES IMPLIES THE CONFORMITY AND BINDING ACCEPTANCE OF SUPPLIER WITH THE FOLLOWING GENERAL TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS. "Affiliate" means any entity that (a) controls, is controlled or is under the common control of Grifols (as defined below) or (b) of which Grifols is, directly or indirectly, the owner of twenty per cent (20%) or more of any class of shares or of which it is a shareholder. "Grifols": means the purchasing company as identified in the attached purchase order. "Parties": means Grifols and Supplier (as defined below). "Order" means the order for the Products or Services issued by Grifols attached hereto. "Products": means the products that may be listed in the Order that Grifols wants to acquire from Supplier. "Services": means the services to be rendered by Supplier as may be detailed in the Order. "Supplier" means the legal entity or individual who is identified as such in the Order.

2. SCOPE. These General Terms and Conditions of Purchase, together with the Order attached hereto, constitute the entire agreement between Grifols and Supplier on this subject matter (the "Agreement") and revoke and supersede any prior, written or verbal, communications, representations, warranties and/or commitments, express or implied, between Grifols and Supplier. The signing of an Order by the Supplier involves the Supplier's acceptance of these General Terms and Conditions of Purchase. The applicable version of the General Terms and Conditions of Purchase shall be such version in effect at the time of signing the corresponding Order.

No other terms or conditions nor any modifications to this Agreement shall be binding upon the Parties unless so agreed in writing by both Parties. Any acceptance by Supplier is limited to these terms, and the Parties expressly exclude from this Agreement any terms in any document provided by Supplier. Notwithstanding the above, this Agreement shall be replaced in its entirety and superseded by (a) any written agreement expressly referenced in or attached to the Order, and (b) any written agreement between Grifols and Supplier expressly regarding the provision of the Products and/or Services covered by the Order.

This Agreement is fully assignable or novatable by Grifols to its Affiliates. Except as to any payment due hereunder, this Agreement may not be assigned or subcontracted by Supplier without prior written approval of Grifols. Such assignment or subcontracting shall not relieve Supplier from any obligations of this Agreement, and any assignee or

subcontractor shall be considered the agent of Supplier. As between the Parties hereto, Supplier shall remain liable as if no such transfer or subcontracting occurred.

Except for Suppliers located in Germany, these General Terms and Conditions of Purchase may be amended by Grifols from time to time by posting an updated version on its website, provided that with respect to an Agreement or an Order the version of the terms corresponding to the effective date of the Agreement and the Order shall apply.

3. TERMS AND CONDITIONS APPLICABLE TO THE SUPPLY OF PRODUCTS

3.1 PRODUCT PURCHASE ORDERS.

Each Order shall include the amount of Products requested, Product delivery dates, delivery terms, the price of the Products, payment terms and, when applicable, the Product technical specifications and manufacturing process to be performed by Supplier. Supplier shall not modify the Product specifications and/or its manufacturing processes without Grifols' prior written approval, which shall not be unreasonably withheld.

No Order shall be binding upon the Parties without Supplier's prior acceptance. It shall be understood that an Order has been accepted by Supplier when any of the following two (2) circumstances occurs, whichever occurs first: (a) upon receiving Supplier's written acceptance of the Order (either by signing such Order and returning it to Grifols, or by confirming its acceptance by email) within a maximum term of five (5) working days from the date of receipt of the Order; or (b) upon delivery of the Products to Grifols.

Grifols reserves the right to require Supplier to implement modifications to Services and to Products (each a "Modification") before the actual delivery of the Products or performance of Services and with reasonable time in advance. Any requested Modifications will be submitted to Supplier's prior review in order for Supplier to accept or not the implementation of the Modification. Within a term of five (5) days thereafter, Supplier will notify Grifols in writing whether Supplier rejects or approves the implementation of the Modification. Further, within such same five (5)-day term and if Supplier intends to approve the implementation of the Modification, Supplier will also confirm to Grifols whether such implementation will

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require a variation in the price or other commercial terms of the Services and/or Products. If it does require any such variation, Grifols will have an additional term of ten (10) days to accept the variation derived from the implementation of the Modification. Should Supplier not provide any written answer to Grifols within the indicated term of five (5) days, it shall be understood that Supplier accepts the Modification proposed by Grifols without any variation to the price and/or other commercial conditions included in the Order.

3.2 PRODUCT PACKAGING. Supplier's packaging will be of highest commercial quality, for the duly delivery of the Products to Grifols, and include label with content's description, quantity, name of Grifols person/department concerned (if applicable), the number of the applicable Order, special storage instructions (i.e. temperature conditions), any hazardous materials, and expiry date of contents. Supplier will notify Grifols in advance of any hazardous materials.

3.3 DELIVERY TERMS. Transport expenses and any other inherent costs shall be on the International Commercial Terms ("INCOTERMS 2020" or the version in force at any time) agreed by the Parties in each Order. If transportation of the Products is domestic to the United States, the Parties may agree to the transport expenses and any other inherent costs based on UCC "Uniform Commercial Code" terms.

3.4 PRODUCT WARRANTY. Supplier warrants that the Products shall be of the quality and specifications stated in the Order and, in any case, will be new (unless otherwise agreed), of best quality and first class workmanship, of adequate remaining shelf- and service-life at delivery, and free of liens and defects. Anything else is considered defective. Supplier warrants that all Products shall be free from defects in design, materials, and workmanship for a period of not less than Supplier's standard warranty period or twelve (12) months from date of Grifols' acceptance, whichever is longer.

Supplier warrants that all Products furnished under this Agreement, when used by Grifols in the ordinary manner for which they are intended, shall not violate any applicable laws, rules, regulations, orders and ordinances, including, but not limited to, those provisions governing the legal requirements of the Occupational Safety and Health Act of 1970, as

amended (for Suppliers located in the United States), or any standards or regulations issued thereunder.

In addition to all other warranties, express or implied, as established by applicable law, Supplier expressly warrants that any Products provided hereunder and every element thereof, including the method of manufacture thereof, and the use of such Products in the customary manner, or in a manner suggested or recommended by Supplier, or in the manner intended by Grifols and which is known to Supplier, do not infringe any patent, trademark, or copyright.

4. TERMS AND CONDITIONS APPLICABLE TO THE PROVISION OF SERVICES

4.1 SERVICE PURCHASE ORDER. Each Order shall include a detail of Services to be provided, the time period for the provision of the Services, as well as the price.

4.2 EXECUTION OF THE SERVICES. Supplier shall provide the Services in accordance with the terms and conditions established in the Order and following reasonable instructions provided by Grifols. Supplier shall employ qualified personnel, with the necessary skills and experience for the execution of the Services. Supplier guarantees that the Services will be executed in accordance with the applicable laws, norms and regulations.

If, during the course of the execution of the Services, Supplier needs to have access to the computer network of Grifols and/or to any computer system or software operated or managed by Grifols, Supplier agrees to use such systems properly and solely for the purposes of providing the Services. Supplier's equipment that shall be connected to Grifols' network must be equipped with a renowned antivirus, which shall be kept updated with the latest security patches and shall not contain any virus, malware and/or tools designed to violate or analyze the security of other systems, and shall have the end user licenses required over the computer programs installed in said Supplier's equipment. Grifols reserves the right to ensure compliance with these requirements before providing access to its network and conduct regular audits whenever it deems necessary. Such audit shall be done together with Supplier appointed personnel in order to guarantee the confidentiality of the data contained in the system. Further, Supplier shall

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comply with the confidentiality provisions set forth in Clause 5.6 in relation with the information contained in the computer network of Grifols and/or any computer system or software operated and/or managed by Grifols. If applicable, when accessing to Grifols' IT systems, Supplier shall comply with any applicable regulation on personal data protection.

Upon completion of the Services, Supplier shall remove immediately and, in any case, within a maximum period of forty-eight (48) hours from their completion, all Grifols' software installed in Supplier and/or its subcontractors' equipment for the execution of the Services.

Supplier guarantees that it respects and shall make sure that its own employees and subcontracted workers respect the intellectual and industrial property rights of third parties over any software programs (including the graphic design programs used for the execution of the Services), databases, designs, models, plans, know-how, discoveries, methods and/or any other materials, elements, components or creations liable to be protected by intellectual and industrial property rights and the use of which is necessary for the execution of each of the Services.

Upon Grifols' prior written request, Supplier shall provide Grifols and/or make available to any third party designated by Grifols all the information and documentation needed for inspecting and auditing that Supplier complies with and respect the intellectual and industrial property rights of third parties on all software programs and creations detailed in the aforementioned paragraph. Supplier shall also grant Grifols access to its facilities and computer systems and provide the necessary collaboration whenever reasonably requested by Grifols in order to make such audits. Grifols shall conduct the audits during Supplier's normal working hours, after a reasonable prior written notice to Supplier. The information and documentation made available may relate to the identification of the MAC address of the computers in which the software programs are used, as well as any other personal data. Therefore, Supplier agrees to comply with the obligations set forth in any applicable regulation on personal data protection so that the access to the aforementioned information and documentation by Grifols and/or any third party does not imply an infringement of any of these regulations. Supplier shall hold Grifols harmless if the access to the data and/or documents

made available to Grifols or to any third party is in conflict with such regulations.

If applicable considering the Services to be provided, the Supplier undertakes to supply during the provision of Services such instruments or tools that may be essential for its execution, falling under its full responsibility the proper performance of the instruments, as well as the repair and maintenance of its tools and equipment.

Likewise and if applicable, the Supplier shall provide all employees assigned to the provision of the Services with the regulatory work wear and technical personal protective equipment necessary to provide the Services. The Supplier shall submit a list of tools and technical personal protective equipment. The Supplier's personnel shall wear the company's name or badge on the work wear, tools and equipment.

If applicable considering the Services to be provided, Grifols shall provide the Supplier with all the information related to the overall and specific risks that the Supplier's employees designated to the Services may encounter in premises of Grifols. Likewise, Grifols shall consider the employees of the Supplier as its own with regards to collective action on prevention of occupational risks and information. In this sense, the service of prevention of occupational risks of Grifols shall remain at the Supplier's disposal as advisory body.

The Services of Prevention of Occupational Risk from both Parties shall collaborate where needed and meet upon request of any of the Parties.

Grifols may order Supplier to stop the Services if it finds that there is failure to comply with the regulations on prevention of occupational risk that may entail a serious and imminent risk for the health of such employees. The Supplier shall not claim any compensation for stopping the Services. This may also apply if the work stoppage is ordered by the workers' representatives of the Contracting Company or the relevant labor authority.

The Supplier undertakes and commits to adapt, comply with and have others comply with the regulations on health and safety at work in force and to provide the Services with the physical means, technical personal protective equipment and safety that the execution of the Services may require.

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To the extent permitted by law, the Supplier assumes all risk of personal injury and all risk of damage to or loss of personal property furnished by Supplier. To the extent permitted by law, the Supplier hereby waives any and all rights it might otherwise have to any recovery from Grifols, for damages or otherwise, if the Supplier or its employees, agents, contractors, or representatives shall suffer any personal injury or property damages from rendering the Services, except to the extent of gross negligence or willful misconduct on the part of Grifols.

4.3 SERVICES WARRANTY. Supplier warrants that it has, and will continue to have during the term of this Agreement, the required skills, experience, licences and/or permits required for the proper performance of the Services. Supplier undertakes to involve only personnel who is professionally trained and has the appropriate skills and expertise for the performance of the Services. The personnel of Supplier that is involved in the performance of this Agreement remains at all times under the sole responsibility, guidance, authority and supervision of Supplier.

Supplier warrants that (a) the Services shall be performed in a professional, workmanlike and skillful manner, meeting best industry practices, in conformity with the service levels and specifications (technical or of other nature), and (b) the Services shall be performed in full compliance with all applicable laws, codes and/or administrative standards, orders or regulations, including without limitation those related to safety, environment, hygiene and hazardous materials and in accordance with practices of care and skill. Furthermore, and for Suppliers located in the United States, Supplier warrants that it will perform the Services in compliance with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), regulations which prohibit discrimination against protected veterans or individuals based on race, color, genetic information, disability, religion, sex, or national origin.

4.4 PROPRIETARY RIGHTS.

4.4.1 Materials. All documentation, information, and biological, chemical or other materials controlled by Grifols and furnished to Supplier by or on behalf of Grifols (collectively, with all associated intellectual property rights, the "Materials") will remain the exclusive property of Grifols. Supplier will use Materials

only as necessary to perform Services. Supplier will not analyze Materials except as necessary to perform Services and will not transfer or make the Materials available to third parties without the prior written consent of Grifols.

4.4.2 Ownership of Deliverables.

Grifols will own all rights throughout the world to all tangible and intangible information, materials, intellectual property, inventions, discoveries, adaptations, creative works, improvements, ideas, processes, formulations, products, computer programs, works of authorship, databases, trade secrets, know-how, information, data, documentation, reports, research, creations and all other products and/or materials arising from or made in the performance of Services (whether or not patentable or subject to copyright or trade secret protection) (collectively, with all associated intellectual property rights, the "Deliverables"). Supplier will assign and does herewith assign to Grifols all right, title and interest in and to all Deliverables and will promptly disclose to Grifols all Deliverables. For purposes of the copyright laws of the United States, Deliverables constitute "works made for hire," except to the extent such Deliverables cannot by law be "works made for hire".

4.4.3 Rights to Deliverables.

If for any reason any of the Deliverables is not considered "work made for hire" and/or cannot be assigned to Grifols as contemplated before, then Supplier hereby irrevocably assigns, conveys, transfers and grants and shall be deemed to have assigned all rights, title and interest in and to the Deliverables to Grifols, including any and all copyright, use rights, trademark, trade secret, patent or other intellectual property and proprietary rights for all currently known and unknown types of use to the largest extent possible under the laws of the United States and of any other jurisdiction, and especially also including the rights to modify the Deliverables and exploit such modified Deliverables freely and to sublicense or transfer any and all rights assigned hereunder to third parties (without need for any further consent) in perpetuity so that Grifols shall be the exclusive owner of all such rights, title and interest in and to the Deliverables. Supplier shall assist and cooperate with Grifols, and execute all appropriate documents, to perfect Grifols' rights in the Deliverables. Supplier shall acquire from its associates, employees, subcontractors or agents such assignments, rights and covenants as to assure that Grifols shall receive the rights provided for in this Agreement, it being

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understood that Grifols may desire to copyright, patent and/or market, in whole or in part or in conjunction with other information, the product of the Services.

4.4.4 Original Deliverables.

Supplier represents and warrants that all Deliverables created or delivered hereunder shall be original, and that it possesses all rights necessary to effectuate the transfer of rights contemplated above. However, to the extent that the Deliverables include material previously developed or copyrighted by Supplier or third parties and not originated hereunder, Supplier shall so notify Grifols and grant to or obtain for Grifols an unrestricted, perpetual, royalty-free license to use, make, practice, copy and create derivatives of, and create products embodying any ideas incorporated in such material. Supplier shall re-perform, at Supplier's sole cost, any Deliverables which Grifols deems defective or not suitable for their ordinary and intended purpose.

4.4.5 Third Parties. Supplier represents, warrants and agrees that it has not granted and will not grant to others any right of use relative to the Deliverables, and/or any other rights inconsistent with the rights granted herein, and that the Deliverables, and their making, using, offering for sale, selling, importing and exporting, will not infringe or constitute a misappropriation of any right of any third party, including any copyrights, mask work rights, patent rights, trademark rights, trade secret rights or confidentiality rights. Supplier agrees to execute and deliver to Grifols any requested transfers, assignments, bills of sale, and other documents as may be required to effectuate this transfer, and perform all lawful acts, including the giving of testimony, that might be necessary or desirable for obtaining, sustaining, reissuing or enforcing all intellectual property rights in the United States and throughout the world for the Deliverables, including, but not limited to, copyrights, trademarks, patents, trade dress, and trade secrets. In full consideration of Supplier's transfer, Grifols covenants and agrees to pay Supplier's purchase price for the Deliverables as shown on the face of the Order, without further compensation.

4.4.6 Cooperation. During and after the term, Supplier will, and will cause its Affiliates and Supplier personnel to, (i) cooperate fully in obtaining patent and other proprietary protection for any patentable or protectable Deliverables, all in the name of

Grifols and at Grifols' cost and expense; and (ii) execute and deliver all requested applications, assignments and other documents, and take such other measures as Grifols reasonably requests, in order to perfect and enforce Grifols' rights in the Deliverables. Supplier appoints Grifols its attorney to execute and deliver any such documents on behalf of Supplier, its Affiliates, and Supplier personnel in the event Supplier, its Affiliates, or Supplier personnel fail to do so.

4.4.7 Service Provider Property.

Notwithstanding the foregoing, Supplier will retain full ownership rights in and to all templates, programs, methodologies, processes, technologies and other materials developed or licensed by Supplier and its Affiliates prior to or apart from performing its obligations under this Agreement (collectively, with all associated intellectual property rights, the "Supplier Property"), regardless of whether such Supplier Property is used in connection with Supplier's performance of its obligations under this Agreement. Supplier will grant and does grant to Grifols and its Affiliates a perpetual, non-exclusive, fully paid-up, worldwide, transferable, sublicensable license through multiple tiers to use Supplier Property as required for Grifols and its Affiliates to use the Deliverables.

4.5 TAX AND LABOUR OBLIGATIONS.

Supplier shall be responsible for (i) hiring the personnel that will perform the Services, (ii) paying employee's salaries and wages and social security contributions, and (iii) in general, complying with any, immigration, labour, tax, prevention of labour risks and Social Security obligations under the terms provided by law. Supplier shall hold Grifols harmless from the breach of Supplier of any of the above obligations, as well as any potential effect derived from such breach.

For the above purposes, Supplier's employees shall never be considered Grifols' employees, either in law or in fact. Such employees shall always be Supplier's employees and shall provide the Services according to the guidelines and instructions of Supplier only.

The employees directly or indirectly in charge of executing the Services shall be bound with Supplier by a labour relationship and be registered with and covered by the Social Security system, as applicable. Supplier is up to date with all payments relating to the

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employees who are executing the Services (salaries, Social Security contributions, allowances or others). Supplier is also up to date with the payment of its tax obligations.

Before executing the Services, Supplier shall provide Grifols with a list of the employees that will execute the Services, as well as, if required by law, the certificates evidencing their affiliation to the Social Security and the insurance coverage. Supplier shall inform Grifols in writing, at least thirty (30) days in advance, of any change in the employees initially assigned to the execution of the Services, except in cases of force majeure. In relation to new employees assigned to the execution of the Services and if required by law, Supplier agrees to provide Grifols with certificate evidencing that such new employees are registered with and covered by the Social Security. For these purposes, Supplier agrees to comply with any requirements set forth in the personal data protection legislation then in force, so that Grifols' access to the data and documents above indicated does not infringe such legislation. Supplier also agrees to hold Grifols harmless in the event that the access to the data and documents provided to Grifols contravenes and/or infringes the aforementioned personal data protection legislation.

If required by law, prior to commencement of the Services and on a monthly basis thereafter, Supplier shall provide Grifols with a certificate issued by the General Social Security Revenue Office that certifies that Supplier is up to date with the payment of the social security contributions relating to those employees, directly or indirectly, assigned to the execution of the Services. Further, if required by law, prior to commencement of the Services and on an annual basis thereafter (if applicable, depending on the term of the Services), Supplier shall provide Grifols with a certificate issued by the tax authorities that certifies that Supplier is up to date with the payment of its tax obligations.

Moreover, Grifols may require Supplier to certify that it has met its salary payment obligations relating to Supplier's personnel that performs the Services by providing copies of the relevant monthly payslips. In the event Supplier's employees render the Services at Grifols' facilities, Supplier shall provide Grifols with any relevant documents relating to the coordination of business activities for occupational risk prevention, as well as any other supporting

documentation certifying compliance with the risk prevention obligations.

Grifols is entitled to withhold any services fees due to Supplier in order to cover any claims that may be brought to Grifols in the future by, among others, the General Social Security Revenue Office, labour inspectorate, tax authorities, courts, employees and/or collaborators of Supplier.

For Suppliers located in the United States, it is acknowledged and accepted that requirements of Executive Order 11246 and 41 CFR 50-201.1, which prohibit certain forms of employment discrimination by federal contractors, are hereby incorporated by reference and have the same binding force as if they were reproduced entirely herein.

4.6 LOGOS AND TRADEMARKS.

Supplier may use, on a non-exclusive basis, the logos and trademarks owned or controlled by Grifols that Grifols provides to Supplier (the "Trademarks") exclusively during the term of the Agreement and only for the purposes of executing the Services. Supplier understands and agrees that the use of the Trademarks does not give Supplier any right, title or interest in the Trademarks and that any use of the Trademarks and of the goodwill associated with the Trademarks will exclusively be for the benefit of the owner of such Trademarks.

5. TERMS AND CONDITIONS APPLICABLE TO THE SUPPLY OF PRODUCTS AND SERVICES

5.1 INSPECTION & REJECTION. All provision of Products and/or Services are subject to inspection and rejection by Grifols, notwithstanding prior payment. If, prior to final acceptance by Grifols, the Products and/or Services are found to be non-conforming or substandard, Grifols may reject them, requiring Supplier to cure without additional cost to Grifols. If Supplier is unable or unwilling to cure such non-conformity of the Products and/or substandard performance of Services within a time deemed reasonable by Grifols, Grifols may cancel the relevant Order in whole or part. Supplier shall bear all risks as to rejected Products and/or Services, including any reasonable cost associated with the transportation, storage and/or disposal of the rejected Products or the re-performance of the rejected Services. Rejected Products will be

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returned or destroyed (as Supplier indicates) at Supplier's expense. No Products and/or Services considered defective shall be replaced or reworked without Grifols' prior written permission.

5.2 PRICING, INVOICING & PAYMENT.

The price of the Products and/or Services does not include taxes. Supplier shall duly break down the applicable taxes in the invoice issued to Grifols. Grifols shall pay Supplier the price of the Products and/or Services within the term and method agreed in the Order, such as ACH, check, or wire transfer, to the bank account designated by Supplier in such invoice which shall coincide with Supplier's registered address. Supplier's invoices shall set forth (i) Supplier's corporate and tax data, (ii) invoice number, (iii) invoice date, (iv) Grifols Order number; (v) tax and corporate data of Grifols, and (vi) description of the Products and/or Services provided. The invoice shall be submitted to Grifols following the instructions set forth in the Order. Grifols shall have no obligation to make any payments to any party other than Supplier, unless expressly agreed in writing.

5.3 AUDITS. During the term of the Order, and for the longer of (i) one (1) year thereafter, or (ii) as required by applicable law, Supplier shall maintain complete and accurate accounting records, in accordance with generally accepted accounting principles, and other records pertinent to the ordering by Grifols, and the supply by Supplier, of Products and Supplier's compliance with the terms and conditions of the Order, including without limitation the purchase specifications. During the retention period, Grifols shall have the right to conduct up to one (1) audit per year at Supplier's place of business to inspect Supplier's compliance with the terms and conditions and warranties applicable to the Products and/or Services as set forth herein. Grifols, at any reasonable time and upon reasonable advance written notice to Supplier, may audit the records relating to the Order within the control, custody, or possession of Supplier. The cost of such audit shall be borne by Grifols. The objective of the audit is the determination of Supplier's quality programs established to ensure conformance to the specifications set forth in this Agreement (including the Order).

5.4 WARRANTY AND LIABILITY.

Supplier represents and warrants that it shall comply with any and all applicable laws, rules,

regulations, orders and ordinances, including, but not limited to (i) those set forth by the Federal Food, Drug and Cosmetic Act (such as, without limitation, the Code of Federal Regulation), the European Medicines Agency and/or by any other local equivalent authority of the applicable jurisdiction; and (ii) those regulations which prohibit discrimination which is illegal or may be deemed to be illegal, including those regulations which prohibit certain forms of employment discrimination by federal or provincial contractors.

In addition to the above, Suppliers located in the United States guarantees that no article delivered hereunder is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended, or within the meaning of any applicable state or municipal law in which the definitions of adulteration and misbranding are substantially the same as those contained in the Federal Food, Drug and Cosmetic Act, as said Act and such laws are constituted and effective at the time of such shipment or delivery, or is an article which may not be introduced into interstate commerce. Supplier also guarantees that no article delivered hereunder is banned or misbranded within the meaning of the Federal Hazardous Substance Act.

Supplier warrants title to any Products sold hereunder to be free and clear of all liens, encumbrances and/or colorable claims at the time of delivery except for any claims for the purchase price thereof in favor of Supplier and any security interest therein in favor of Supplier created to secure payment and performance by Grifols of its obligations hereunder. Supplier further warrants that all Products shall conform to applicable purchase specifications at the time of shipment from Supplier's facility.

Supplier agrees that in the performance of the Order, to the extent applicable, Supplier has complied or will comply with current Good Manufacturing Practice ("cGMPs") and all applicable laws.

Supplier represents that it is aware of no claims that the design, the manufacture, and/or the function of the Product(s) and the provision, use, or sale thereof in any way infringe upon or violate any intellectual and/or industrial property rights or other rights of any third party.

To the extent applicable, Supplier shall take all commercially reasonable measures to ensure

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that all Products shall have been manufactured, stored, prepared for shipment and shipped in accordance with all applicable cGMPs, standard operating procedures, specifications and Orders.

All warranties of Supplier made hereunder shall run to Grifols' successors, assigns, customers and users, as appropriate.

If any Product and/or Service does not fulfill the warranties set forth in this Agreement, Supplier shall, at Grifols' option and at Supplier's cost, replace such Products and/or correct such Service as necessary to render each in conformity with the foregoing warranties, or reimburse Grifols the price already paid by Grifols, notwithstanding any claim for damages and prejudices that Grifols may be entitled to seek as a result of such breach.

5.5 INDEMNITY. Supplier shall defend, indemnify and hold Grifols and its Affiliates harmless from, against, for and in respect of all losses, damages, cost and expenses (including without limitation, reasonable attorney's fees) claimed against Grifols, or which Grifols may be liable to pay as a result of claims or suits, arising out of or relate to Supplier's negligence, breach, intellectual property or data protection infringement, or which otherwise relate to Supplier's performance of the Services or supply of Product to Grifols, including, but not limited to, Supplier's breach of warranties or Supplier's omission or negligent handling or rendering of the Products or Services, respectively. This indemnity applies regardless of partial negligence by indemnitee but excludes instances of indemnitee's sole fault for gross negligence or willful misconduct. Supplier shall at Grifols' request defend at Supplier's cost any such case or controversy.

5.6 CONFIDENTIALITY. The Parties agree to hold in confidence all methods, processes, techniques, shop practices, formulae, compounds, organisms, equipment research data, marketing and sales information, customer lists, plans, and all other know-how and trade secrets disclosed by either Party to the other pursuant to this Agreement. The receiving Party agrees to use such information and/or disclose it to those of its personnel solely to comply with the Order and the terms and conditions of this Agreement. Any other use or disclosure, will require the disclosing Party's prior written consent. Except with prior written consent of the other Party, neither Party shall use the name, insignia, trademark, logo or

other identifying information of the other Party in any advertising, press release, promotional materials or otherwise, except as required by law. Disclosure of confidential information to third parties is permitted only to the extent such disclosure is required (i) to comply with (x) applicable law, (y) regulation or (z) the rules of any stock exchange or listing entity; (ii) to defend or prosecute litigation; or (iii) by a governmental authority or by order of a court of competent jurisdiction; provided, that receiving Party provides prior written notice of such disclosure to the disclosing Party, takes all reasonable and lawful actions to avoid or minimize the degree of such disclosure, and cooperates reasonably with the disclosing Party in any efforts to seek a protective order.

5.7 PERSONAL DATA. The personal data of Supplier's employees, collaborators and/or legal representatives are processed by Grifols as separate controller in accordance with Grifols' applicable data protection notice, which is accessible at <https://www.grifols.com/en/vendors-and-partners>. Supplier is informed that the refusal to provide the personal data that may be requested by Grifols may make it impossible to arrange or maintain the contractual relationship. Supplier undertakes to provide its employees and collaborators whose data are being disclosed to Grifols with Grifols' applicable data protection notice.

To the extent that the Services provided by the Supplier entail the processing of personal data on Grifols' behalf and according to Grifols' instructions, the Supplier undertakes:

- (a) to comply with the obligations for processors regulated in the applicable data protection legislation.
- (b) to process the personal data in accordance with Grifols' periodic instructions and the terms and conditions regulated in the applicable Order, unless this is required in another way by the applicable legislation (in which case, the Supplier must notify Grifols of any legal obligations or requirements affecting it before starting to process Grifols' personal data, unless such regulations prohibits the notification for reasons of substantial public interest). If the Supplier justifiably believes that an instruction breaches or may breach in any way the applicable data protection legislation, it shall notify Grifols as soon as possible so that Grifols can take the corresponding measures.

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- Likewise, the Supplier must comply, where applicable, with any data protection policies, terms, instructions and guidelines that Grifols may make available to it;
- (c) to only process the categories of data (identification data, contact details, professional or academic data and preferences) of the typology of data subjects (Grifols' employees and collaborators, job applicants or candidates, healthcare professionals, and contacts of Grifols' customers or suppliers) required for the purpose of providing the Services and during the time period of the provision of said Services. The personal data processed may be subject to activities of collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
 - (d) to sign with Grifols a separate data processing agreement per each Order in which either of the following occurs: (i) processing special or sensitive categories of personal data as defined in the applicable data protection legislation, or (ii) processing personal data of patients, donors or participants in clinical studies.
 - (e) not to subcontract any task of the Services that entail the processing of Grifols' personal data where: (i) that subcontracting has not been expressly authorized in writing by Grifols, and the Supplier states the processing activities planned to be subcontracted and clearly and unequivocally identifies the subcontractor and its contact details, and (ii) the subcontractor is not required to comply with the sufficient data protection obligations equivalent in all fundamental aspects to those imposed on the Supplier under this Agreement. The Supplier must arrange a written agreement with the sub-processor before the latter carries out any processing, requiring it to process Grifols' personal data solely in accordance with the written instructions submitted by the Supplier or Grifols. The Supplier shall continue to be fully liable vis-à-vis Grifols for any personal data processing carried out by the sub-processor that breaches this Agreement;
 - (f) to ensure that the personal data are processed solely by the persons whose involvement is necessary for executing the Services and that such persons (i) have appropriate training on data protection and know the requirements of the applicable data protection legislation and the obligations in relation to Grifols' personal data under this Agreement, and (ii) are subject in writing to sufficient contractual and/or legal obligations aimed at protecting the confidentiality of Grifols' personal data;
 - (g) to provide full assistance and cooperation to Grifols regarding any request to exercise data subject rights before the Supplier in relation to Grifols' personal data. In particular, the Supplier must immediately notify Grifols of such requests and, in any case, within forty-eight (48) hours of receiving the request, by writing to privacy@grifols.com, together, where applicable, with any other information and documents which may be relevant for dealing with the request;
 - (h) to notify Grifols in a reliable way any security breaches of Grifols' personal data without undue delay and, in any case, within twenty-four (24) hours after becoming aware of them. The Supplier must submit to Grifols all the details of the security breaches affecting Grifols' personal data (including without limitation the nature of the breach, the categories and approximate number of data subjects and personal data records concerned, the likely consequences of the personal data breach, the measures taken or proposed to be taken to address the personal data breach, the measures to mitigate its possible adverse effects and the name and contact details of a contact point where more information can be obtained) and shall provide reasonable assistance and cooperation in relation to these;
 - (i) to cooperate, without delay, with Grifols and immediately provide the information and assistance that Grifols requires in a reasonable way so that Grifols can comply with its obligations under the applicable data protection legislation, including, without limitation, the security of processing, the notification of personal data breaches to the supervisory authority and to the data subjects, the conduct of data protection impact assessments and, if applicable, the prior consultation to the supervisory authority and the obligation to assist and answer all the investigations and requirements for information made by a supervisory authority. If the Supplier receives any complaints, notifications or

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- communications from a supervisory authority or another third party (excluding requests or the exercise of data subjects' rights) related directly or indirectly to either Party's compliance with the applicable data protection legislation, it shall notify Grifols in writing as soon as reasonably possible, without undue delay;
- (j) to accept the controls, audits and inspections that Grifols or its auditors wish to make (at their own initiative or by virtue of a requirement from the applicable authority or regulation) regarding the facilities, records, documents and staff of the Supplier and, where applicable, of the sub-processors to verify full compliance by the Supplier and, where applicable, by the sub-processors with the obligations regulated in the applicable data protection legislation and in this Clause, and to submit, at Grifols' request, the necessary information to prove compliance with the legal and contractual obligations regarding data protection;
- (k) to protect Grifols' personal data by implementing those technical and organisational measures that are required (including, but not limited to, the industry's technical standards) to ensure the security of the personal data, preventing their accidental or unlawful destruction, loss, alteration or disclosure, in accordance with the state of the art, nature, scope, context and purposes of the processing and the risk and seriousness of the potential damage to the data subjects;
- (l) at Grifols' choice, to return or erase irreversibly Grifols' personal data (including the existing copies) in its control or possession when such data are no longer required for providing the Services or exercising or enforcing its rights and obligations under this Agreement and, in any case, upon termination of this Agreement. If, within thirty (30) days from the termination of the Services, Grifols has not indicated to the Supplier whether to return or erase the data, the Supplier shall return the data to Grifols in a commonly used format. The Supplier shall certify said return or erasure to Grifols in a written document signed by its legal representative; and
- (m) neither process Grifols' personal data nor transfer them to or access them from outside the country where Grifols is established without Grifols' prior written consent. Said consent shall be conditional upon the Supplier ensuring that there is a

sufficient protection level in the country of destination or providing appropriate safeguards and guarantees for Grifols' personal data when they are transferred to or accessed from outside the country where Grifols is established, in accordance with the applicable data protection legislation. The Supplier shall make available to Grifols upon request any assessments in relation to the adequacy of the protection level in the relevant countries. If, after Grifols authorizes the transfer of personal data outside the country of its establishment, the means through which an appropriate protection level have been achieved cease to be valid or any control, supervisory or regulatory authority requires the international data transfers are suspended, Grifols, at its sole discretion, may require the Supplier to immediately cease the personal data transfers and erase or return all the personal data previously transferred.

The Supplier represents and warrants that if the Products are addressed to process personal data these have been designed and developed in accordance with the principles regulated in the General Data Protection Regulation and, in particular, the data protection by design and by default principles.

5.8 ASSIGNMENT AND SUBCONTRACTING. Grifols may assign or novate, without limitation, to any Affiliate its rights, obligations or interest under this Agreement, upon prior written notice to Supplier. Supplier is not entitled to assign, novate and/or subcontract its rights, obligations or interest under this Agreement to any third party without Grifols' prior written consent. Supplier shall be liable vis-à-vis Grifols for any acts and/or omissions performed by Supplier's subcontractor.

5.9 FORCE MAJEURE. In the event that either Party is prevented from performing or complying with the terms of this Agreement as a result of an event beyond its reasonable control, including but not limited to any actions of governmental authorities or agencies, war, hostilities between nations, civil commotions, riots, national industry strikes, lockouts, sabotage, shortages in supplies, energy shortages, pandemics or other public health emergency events, and Acts of Nature such as typhoons, floods, fire, hurricanes, earthquakes, tsunamis or any other similar causes beyond the

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control of the Parties, and without their negligence, no Party shall be responsible for any delay or failure of performance hereunder for as long as such conditions prevent such performance, provided that if such failure continues for a period of more than three (3) consecutive months, either Party shall have the right to forthwith terminate this Agreement effective upon written notice to the other Party. In the event of any such occurrence, the Party immediately affected thereby shall give prompt written notice to the other Party specifying the force majeure event. The Party whose performance is prevented by the force majeure event shall use its best efforts to overcome or resolve such impediment to its performance of this Agreement.

5.10 TERMINATION. Grifols may, at its sole option and discretion, terminate this Agreement for convenience, in whole or in part, effective upon the date of the written notice to Supplier. In such event, Grifols shall be liable only for payment for Services actually and properly performed, Products actually and properly supplied, and non-cancellable approved expenses actually incurred prior to the effective date of termination. Further, Grifols may terminate this Agreement, in whole or in part, immediately upon written notice to Supplier and without any liability to Grifols, if the deliveries of Products and/or the provision of Services do not comply with the Order (including, any agreed upon Modification). Any termination by Grifols for default or breach shall be without prejudice to any claims for damages or other rights of Grifols against Supplier.

5.11 GOVERNING LAW AND JURISDICTION. This Agreement and all disputes arising out of or relating to it will be governed by the laws of the state, province or country (as the case may be) where Grifols is located. The Parties agree to the personal jurisdiction by and venue in that city, state, province or country's courts, and waive any objection to such jurisdiction or venue. In any action at law, in equity, or otherwise, including an action for declaratory relief, arising out of or relating to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, which may be set by the Court in the same action or in separate action brought for that purpose, in addition to any other relief to which said party may be entitled.

The above notwithstanding, for Suppliers located in the United States, the following terms shall apply:

This Agreement and all disputes arising out of or relating to it will be governed by the laws of the state of California (USA).

All disputes, controversies or differences which may arise between the Parties in connection with this Agreement, or with respect to the existence or effect of any alleged default or breach of any of its terms, shall be finally resolved by arbitration, in the English language, under the JAMS rules and at the JAMS offices located in Los Angeles, California, USA. In any such arbitration, or action for injunctive relief or temporary restraining order in a court of law, arising out of or relating to this Agreement, the Party declared by the arbitrator or the court of law to be the prevailing party in securing the award of the determination sought by such Party in such proceeding(s), shall be entitled to its reasonable attorneys' fees and costs in addition to any other relief to which said Party may be entitled, and in which event the reasonable attorneys' fees and the costs of such proceeding(s) shall be paid by the non-prevailing Party. The arbitration award rendered by the arbitrator shall be final and binding upon the Parties hereto pursuant to JAMS rules and regulations. If the Parties cannot agree on the arbitrator, JAMS shall appoint one to conduct the arbitration. In the event any Party wishes to obtain injunctive relief or a temporary restraining order, such Party may initiate an action for such relief in a court of law with appropriate and competent jurisdiction and the decision of the court of law with respect to the injunctive relief or temporary restraining order shall be subject to appeal only through the applicable courts of law.

5.12 WAIVER AND SEVERABILITY. Waiver of any provision of this Agreement, in whole or in part, shall not constitute a waiver of any other provision in the same instance, but each provision shall continue in full force and effect with respect to any other then-existing or subsequent breach. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

5.13 INSURANCE. Supplier shall, at its own expense, obtain, and shall at all times during the term of this Agreement and during a period of two (2) years after its termination for any cause, maintain, appropriate insurance policies at appropriate levels of coverage with respect to

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the Products and/or Services provided hereunder, as instructed by Grifols at Grifols' criteria. Such insurance shall include, but shall not be limited to, the following policies: General Liability, product liability (if Supplier is supplying Products), workers' compensation (if required by applicable law) and professional liability (if Services are supplied by Supplier). Prior to the execution of this Agreement, and upon prior written request from Grifols' thereafter, Supplier shall provide Grifols with a written certificate of insurance evidencing the enforceability of such coverage. Such insurance policies shall cover any damage, demand, claim, loss or liability caused or incurred by Supplier during Supplier's performance of its obligations under this Agreement. Supplier shall have no right to subrogation, and deductible amounts under the foregoing policies shall be paid by Supplier. All insurance policies maintained in connection with the Supplier's performance of its obligations under this Agreement shall name the Grifols as an additional insured on a primary basis and non-contributory with respect to any insurance or self-insurance maintained by Supplier. Any other valid insurance existing for Supplier's benefit shall be excess of such primary insurance. Notwithstanding the foregoing, the General Liability insurance shall reflect an occurrence basis with a minimum \$1,000,000 per occurrence limit for bodily injury, property damage, personal and, if applicable, advertising injury, \$3,000,000 aggregate limit for products/completed operations and a \$5,000,000 annual aggregate limit. If applicable, this General Liability insurance shall include coverage for the hazards of Contractual Liability (including the tort liability of another assumed in a business contract), Independent Contractors, and Broad Form Property Damage.

5.14 ENGLISH LANGUAGE. The Parties have agreed that this Agreement as well as any document or instrument relating to it be drawn up in English only. *Les parties aux présentes ont convenu que la présente Convention ainsi que tous autres actes ou documents s'y rattachant soient rédigés en anglais seulement.*

5.15 MISCELLANEA. Supplier will act exclusively as an independent contractor, and is not authorized to, or has the legal right or authority, expressly or tacitly, to create or accept any obligations in the name of and on behalf of Grifols. Under no circumstances is Supplier an agent, employee or legal representative of Grifols, and may not qualify as such. Supplier may not sign any documents on behalf of Grifols or any of its managers, directors, employees or

other agents. The lack or delay in the execution of any right, or demand of execution of any obligation, set out in this Agreement shall not imply the waiver of such right or demand of execution of such obligation, or the waiver of any other rights or demands of execution of any obligations. This Agreement has been prepared jointly and will not be strictly construed against either Party. The section headings are included solely for convenience of reference and will not control or affect the meaning or interpretation of any of the provisions of this Agreement. The words "include," "includes" and "including" when used in this Agreement (and any Work Orders) are deemed to be followed by the phrase "but not limited to".