



## RELEASE AND NON-DISCLOSURE AGREEMENT FOR SITE VISITORS

Welcome to Vertex Pharmaceuticals! We are excited to have you here today and look forward to showing you our facilities and sharing our efforts to transform the lives of people with serious diseases. Before we commence the site visit, please review this Release and Non-Disclosure Agreement for Site Visitors (the “Release”) and sign below. If you are under the age of 18, your legal guardian must review and sign this Release. By signing this Release, you agree as follows:

1. **Waiver of Liability.** I am participating in a visit to the Vertex Pharmaceuticals Incorporated facility in San Diego, California. I understand that there may be risks involved with this visit, including the risk of infection or bodily harm, and I agree to assume all responsibility for those risks. I agree for myself and my personal representatives, to the maximum extent permitted by law, to release, discharge and hold harmless Vertex Pharmaceuticals Incorporated, its affiliated companies, and all of their employees, agents, officers, and directors (collectively “Vertex”) from and against any liability, claims or suits on account of injury to me, death, or damage to personal property. This means that I cannot sue or recover any damages from Vertex if anything happens to me or my property during my visit to Vertex.
2. **Confidential Information.** As used herein, the term “Confidential Information” will mean all data, material and information provided to me by or on behalf of Vertex or to which I have access in connection with my visit, whether disclosed orally or in writing; *provided, however*, that “Confidential Information” will not include any information which is now in the public domain or which becomes part of the public domain by publication or otherwise, except by breach of this Release.
3. **Non-Use Obligations; Return of Confidential Information.** I will hold the Confidential Information in strict confidence and will not publish or disclose the Confidential Information to any third party, nor use the same for any purpose. Upon completion of my visit, I will return to Vertex all tangible representations of the Confidential Information.
4. **Media Authorization.** During my visit, Vertex employees may take pictures, videos, other recorded media of me, personal quotes, my story, and my name (collectively, the “Materials”), and I grant Vertex, and those acting with Vertex’s authority and permission, the right and permission to use, display and publish the Materials for the following purposes (*check all that apply*):
  - ☐ Internal display or publication to Vertex employees and others within Vertex (including, but not limited to in Vertex’s office space, employee meetings, internal communications, and on Vertex’s intranet)
  - ☐ External display or publication to the general public (including, but not limited to in public presentations, at receptions, at conferences, on Vertex-sponsored websites, and in Vertex-sponsored social media posts)

I agree that I will not be provided the opportunity to inspect or approve any Material prior to a use, display or publication by Vertex permitted above. I understand that Vertex’s use of the Material may reveal that I have a particular disease or take a particular medicine developed by Vertex. I hereby release, discharge and agree to hold harmless Vertex from any liability in connection with the use, display or publication of the Materials permitted above.

5. **Term.** This Release will remain in effect for ten (10) years from the date that I sign this Release unless I revoke it by sending a letter that includes my name, contact information, and a description of the Material to Vertex Pharmaceuticals Incorporated, 50 Northern Avenue, Boston, MA 02210, ATTN: Patient Advocacy & Engagement. I understand that revoking this Release will not affect any use, display, and/or modification of the Material before my revocation is received and processed, including but not limited to, any materials or other documents produced or sent for publication before my revocation is received and processed.
6. **Third Party Media Release.** I acknowledge that during my visit, Vertex invitees, such as news reporters or other media representatives, may be present and take pictures, videos or other recorded media of me, and that Vertex has no control over the use of such pictures, videos or other recorded media. I hereby release, discharge and agree to hold harmless Vertex from any liability in connection with use, display or publication of any such pictures, videos or other recorded media.
7. **Legal Counsel; Governing Law.** I acknowledge that I may have an attorney review this Release before deciding whether to sign it. This Release will be governed by Massachusetts law without regard to its conflicts of laws provisions.

I have read and fully understand this entire Release, and I agree to be legally bound by this Release.

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

Visitor Name (Printed): \_\_\_\_\_

Date: \_\_\_\_\_

*(Note: This must be signed by the visitor's legal guardian if the visitor is under 18 years of age)*

Legal Guardian Signature: \_\_\_\_\_

Legal Guardian Name (Printed): \_\_\_\_\_

## AUTHORIZATION FOR USE AND DISCLOSURE OF HEALTH INFORMATION ("AUTHORIZATION")

I am providing my name, a personal quote, picture, video or other media relevant to my experience with a particular disease or particular medicine ("Material") for use and disclosure by Vertex Pharmaceuticals Incorporated ("Vertex"). I authorize Vertex, and those acting with Vertex's authority and permission, to use, display and publish the Material in the manner identified in the foregoing Release and Non-Disclosure Agreement for Site Visitors. I understand that Vertex's disclosure of the Material in this manner may reveal that I have a particular disease or take a particular medicine developed by Vertex. I understand that by signing this Authorization:

- I authorize the use and disclosure of the Material, which constitutes my individually identifiable health information, in the manner described above.
- I have the right to revoke this Authorization by sending a letter that includes my name, contact information, and a description of the Material to Vertex Pharmaceuticals Incorporated, 50 Northern Avenue, Boston, MA 02210, ATTN: Patient Advocacy & Engagement. My revocation will not affect any use, display or publication of the Material before my revocation is received and processed, including any work sent for publication before my revocation is received and processed.
- This Authorization is in effect until 10 years after the date that I sign it, when it will expire. The expiration of this Authorization will not affect any use, display or publication of the Material before expiration, including any work sent for publication before expiration.
- I have the right to receive a copy of this Authorization.
- I am signing this Authorization voluntarily and understand that my treatment, payment for my treatment, and my eligibility for benefits will not be affected if I do not sign this Authorization.
- A person to whom Material is disclosed pursuant to this Authorization may further use or disclose the Material as required or permitted by law.

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

Visitor Name (Printed): \_\_\_\_\_

Date: \_\_\_\_\_

*(Note: This must be signed by the visitor's legal guardian if the visitor is under 18 years of age)*

Legal Guardian Signature: \_\_\_\_\_

Legal Guardian Name (Printed): \_\_\_\_\_