

Better Me Provider Program Terms and Conditions

These Better Me Provider Program Terms and Conditions, together with its exhibits (collectively, these “**T&Cs**”) are entered into by and between Neuronetics, Inc. (“**Neuronetics**”) and the counterparty set forth on the applicable enrollment agreement for the Program (such counterparty, “**Customer**”; such enrollment agreement, the “**Enrollment Agreement**”) and is effective as of the actual enrollment date set forth on the Enrollment Agreement (the “**Effective Date**”).

Background

WHEREAS, in collaboration with medical professionals and advisors, Neuronetics has developed a program known as the Better Me Provider Program (the “**Program**”);

WHEREAS, on or before the Effective Date, Customer and Neuronetics entered into one or more contracts (whether in the form of standalone agreements, sales orders that incorporated by reference certain terms and conditions, or otherwise) governing Customer’s purchase and use of one or more NeuroStar Advanced Therapy Systems (each, a “**NeuroStar**”) and related Neuronetics products and services (such contracts, collectively, the “**Existing Contracts**”);

WHEREAS, on or before the Effective Date, Customer and Neuronetics may have entered into one or more agreements that set forth the terms and conditions governing Customer’s participation in a pilot version of the Program (the “**Pilot Agreements**”);

WHEREAS, by signing the Enrollment Agreement, Customer agreed to participate in the Program on the terms and conditions set forth in these T&Cs;

WHEREAS, in connection with its participation in the Program, Customer will adhere to the standards and requirements set forth on **Exhibit A** (as amended or modified, the “**Customer Standards**”), and Customer will be eligible to receive the Neuronetics services set forth on **Exhibit B** (as amended or modified, the “**Neuronetics Services**”); and

WHEREAS, Neuronetics expects that the Program will enable participating customers to better satisfy patient demand for consultations and treatments with NeuroStar, thereby improving patient access to care and optimizing patient outcomes.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt of which the parties acknowledge, and intending to be legally bound, the parties agree as follows:

1. **Term.** The initial term of these T&Cs will commence on the Effective Date and end on the date that is three (3) years after the Effective Date (the “**Initial Term**”). Thereafter, the term of these T&Cs automatically will extend for successive one (1) year periods (the Initial Term, together with any such extensions, the “**Term**”); provided, that:

A. Neuronetics may: (i) terminate these T&Cs or the Program as set forth in **Section 11**; (ii) terminate these T&Cs or Customer’s participation in the Program for convenience by delivering to Customer notice of such termination at least thirty (30) days prior to the effective date of such termination; (iii) terminate these T&Cs or

Customer’s participation in the Program for cause by delivering to Customer notice of such termination; (iv) terminate these T&Cs or the Program at any time upon receiving advice from counsel that these T&Cs, the Program, or any provision or component thereof violate or may reasonably be found to violate any applicable law; or (v) choose not to renew these T&Cs or Customer’s participation in the Program by delivering to Customer notice of such non-renewal at least thirty (30) days prior to the end of the Initial Term or the then-current renewal term, as applicable; and

B. Customer may choose not to renew Customer’s participation in the Program by delivering to Neuronetics notice of such non-renewal at least six (6) months prior to the end of the Initial Term or the then-current renewal term, as applicable.

2. Customer Standards and Neuronetics Services.

A. Customer will adhere to the Customer Standards during the Term. Neuronetics will determine Customer’s adherence or lack of adherence to the Customer Standards using criteria developed by Neuronetics in its sole discretion, and such determination shall be conclusive and binding.

B. In exchange for, and expressly conditioned upon Customer’s adherence to the Customer Standards, Neuronetics in its reasonable discretion may provide some or all of the Neuronetics Services during the Term.

3. **Future Versions of Program.** Neuronetics is not obligated to provide the Neuronetics Services, or any other elements of the Program, for current or future versions of the Program or any similar program.

4. **BAA Provisions.** All business associate provisions set forth in Neuronetics’ standard terms and conditions of sale, as amended or modified by Neuronetics in its sole discretion from time to time, and as made available to Customer at neurostar.com/t-c/ or any successor webpage (the “**T&Cs Webpage**”) or otherwise (the “**Standard T&Cs**”; such provisions, the “**BAA Provisions**”), are incorporated by reference into these T&Cs as if set forth in full in these T&Cs. In accordance with and pursuant to the BAA Provisions, Customer will provide Neuronetics with reasonable access to Customer’s electronic medical records, scheduling systems, other systems, and data as necessary or appropriate in Neuronetics’ reasonable discretion for Neuronetics to perform the Neuronetics Services.

5. **Compliance with Laws.** The parties intend for these T&Cs to comply with the federal Anti-Kickback Statute (the “**AKS**”) and other applicable federal and state law. The discount safe harbor of the AKS requires that certain discounts, including certain rebates and reductions in price, be reported or passed on to federal and state health care programs such as Medicare and Medicaid. To the extent applicable, Customer will properly disclose discounts and rebates, and reflect such



discounts and rebates in costs claimed or charges made, under federal and state health care programs in accordance with federal and state laws.

6. Severability. If any provision of these T&Cs, or the application thereof, to any person, place, or circumstance, will be held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, then such provision will be enforced to the maximum extent possible so as to effect the parties' intent or, if incapable of such enforcement, will be deemed to be deleted from these T&Cs, and the remainder of these T&Cs and such provision as applied to other persons, places, and circumstances will remain in full force and effect.

7. No Waivers. The waiver by either party of a breach of or a default under any provision of these T&Cs will not be effective unless in writing, and will not be construed as a waiver of any subsequent breach of or default under such provision or any other provision of these T&Cs, nor will any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have under these T&Cs operate as a waiver of any such right or remedy.

8. Relation to Other Documents.

A. These T&Cs supersede all prior, contemporaneous, and inconsistent agreements, negotiations, representations, and promises between the parties, whether written or oral, regarding the Program, the Customer Standards, and the Neuronetics Services.

B. For the avoidance of doubt, these T&Cs supersede the Pilot Agreements.

C. Together with the Enrollment Agreement and the BAA Provisions, these T&Cs constitute the parties' entire agreement with respect to the Program, the Customer Standards, and the Neuronetics Services.

D. In the event of any conflict between these T&Cs and the Enrollment Agreement, these T&Cs will control. In the event of any conflict between these T&Cs and the BAA Provisions, the BAA Provisions will control.

E. To the extent necessary to give effect to the parties' intent under these T&Cs, the Standard T&Cs are incorporated into these T&Cs by reference and made a part hereof as if set forth in full herein.

F. Notwithstanding anything to the contrary in these T&Cs, the Existing Contracts will remain in full force and effect.

9. Applicable Law, Dispute Resolution, and Attorneys' Fees. Without limiting the generality of *Section 8(A)*, and for the avoidance of doubt, Section 14 of the Standard T&Cs (which pertains to applicable law, dispute resolution, and attorneys' fees) is incorporated by reference into these T&Cs as if set forth in full herein.

10. Notices. All notices and other communications under these T&Cs will be in writing and will be deemed given when delivered by hand, upon receipt of the recipient when delivered by email (provided, that email will not constitute adequate delivery for service of process and other notices and other communications that require delivery via other means under applicable law), two (2) days after being deposited with an overnight courier, or five (5) days after mailing, postage prepaid, by

registered or certified mail, return receipt requested, to the following addresses or such other address as either party specify in a written notice to the other party:

To Customer: as set forth on the signature page.

To Neuronetics:
Neuronetics, Inc.
3222 Phoenixville Pike
Malvern, PA 19355
Attn: General Counsel
contracts@neurostar.com

11. Amendments, Modifications, or Termination. Neuronetics in its sole discretion may amend or modify these T&Cs by replacing this version with the amended or modified version on the T&Cs Webpage, or by otherwise making the amended or modified version available to Customer, and in the event of any conflict between this version and the amended or modified version, the amended or modified version will control. Neuronetics in its sole discretion may terminate these T&Cs or the Program at any time. Except as otherwise provided in this *Section 11*: (A) these T&Cs may be amended or modified only in writing and signed by authorized officers of both parties; and (B) these T&Cs and the Program may only be terminated as set forth in *Section 1*.

Exhibit A
to
Better Me Provider Program Terms and Conditions

Customer Standards

1. Before the Effective Date, Customer will have sent at least one (1) member of Customer's team to Neuronetics' customer training program known as NeuroStar University ("*NSU*") at Customer's cost (which may include Customer's use of co-op dollars as set forth in the terms and conditions governing Customer's participation in Neuronetics' co-op marketing program).
2. Customer will enable, and will use the full functionality of, the web-based application service through which Neuronetics makes its patient data management system software available to Customer (such service, "*TrakStar*"), including the TrakStar feature by which Customer indicates patient responses to Neuronetics' augmented patient health questionnaire (the "*PHQ-10*") and, if applicable, a feature by which Customer can indicate the reason why Customer's patients do not complete a full course of thirty-six (36) NeuroStar treatments.
3. Customer will use TrakStar to provide evidence that Customer followed up with patients or prospective patients who may in the future be eligible for transcranial magnetic stimulation ("*TMS*") treatment ("*Prospective Patients*") who completed the PHQ-10 (each such completed PHQ-10, a "*Completed PHQ-10*") and indicated a desire to receive a consultation (whether by answering the last question of the Completed PHQ-10 in the affirmative or by selecting the button to request a consultation after submitting the Completed PHQ-10), all within the following timeframes:
 - A. if Customer receives the applicable Completed PHQ-10 between 9:00am and 5:00pm in the time zone in which Customer is located from Monday through Friday (other than national holidays) (such hours, "*Business Hours*"), then within twenty-four (24) hours of such receipt; and
 - B. if Customer receives the applicable Completed PHQ-10 outside of Business Hours, then within twenty-four (24) hours of the first (1st) Business Hour after such receipt.
4. Customer will use TrakStar to provide evidence that Customer followed up with Prospective Patients who were led to Customer through the NeuroStar locators available at neurostar.com/enter-zip-code/, neurostar.com/landing/betterme/, or any successor webpage (the "*NeuroStar Locator Webpages*"; each such Prospective Patient, a "*Webpage Lead*"), all within the following timeframes:
 - A. if the applicable Webpage Lead is led to Customer through the NeuroStar Locator Webpages during Business Hours, then within twenty-four (24) hours of such Webpage Lead being led to Customer; and
 - B. if the applicable Webpage Lead is led to Customer through the NeuroStar Locator Webpages outside of Business Hours, then within twenty-four (24) hours of the first (1st) Business Hour after such Webpage Lead being led to Customer.
5. After following up with any patient who is being treated with NeuroStar (a "*NeuroStar Patient*"), Prospective Patient, or Webpage Lead, Customer will use TrakStar to update the lead status feature within the lead dashboard (the "*Lead Status Feature*") to reflect any status change with such NeuroStar Patient, Prospective Patient, or Webpage Lead, all within the applicable timeframe set forth in *Paragraph 3* or *Paragraph 4*.
6. Customer will use TrakStar to record whether Prospective Patients commence treatment with NeuroStar and to record whether Customer has complied with the applicable timeframes set forth in *Paragraph 3* or *Paragraph 4*.
7. If, during treatment with NeuroStar, patients periodically complete standard patient health questionnaires (the "*PHQ-9*") to assess patient progress with NeuroStar therapy, Customer will record all such PHQ-9 responses in TrakStar.
8. Customer will answer incoming telephone calls from NeuroStar Patients, Prospective Patients, and Webpage Leads who call Customer during Business Hours. Within twenty-four (24) hours of the first (1st) Business Hour after the applicable voice message is left, Customer will make return telephone calls to NeuroStar Patients, Prospective Patients, and Webpage Leads who leave voice messages with Customer. For purposes of determining Customer's adherence to this *Paragraph 8*, Neuronetics representatives may: (A) make an unlimited number of telephone calls to Customer; and (B) represent, during such telephone calls, that they are NeuroStar Patients, Prospective Patients, or Webpage Leads.
9. As requested by Neuronetics, Customer will provide feedback to Neuronetics regarding the Program. Such feedback will include reactions from NeuroStar Patients, Prospective Patients, and Webpage Leads to the Program and any other feedback that Neuronetics may solicit from Customer.
10. Customer will dedicate at least one (1) full time employee to be responsible for ensuring that Customer adheres to *Paragraph 3*, *Paragraph 4*, *Paragraph 5*, *Paragraph 6*, *Paragraph 7*, *Paragraph 8*, and *Paragraph 9*.
11. Customer will permit Neuronetics to use the call tracking and recording software known as CallRail or any successor call tracking and recording software ("*CallRail*") to gather evidence regarding the frequency, substance, and quality of telephone calls from NeuroStar Patients, Prospective Patients, and Webpage Leads to Customer.
12. Customer will obtain all patient consents required by applicable law in connection with Neuronetics' receipt of any personal health information and personally identifiable information as a result of Customer's or Neuronetics' use of TrakStar and CallRail (such consents, the "*Patient Consents*").



13. Conditioned upon Customer obtaining the Patient Consents, Customer will permit Neuronetics to use CallRail to record Customer's telephone calls with NeuroStar Patients, Prospective Patients, and Webpage Leads.

14. For Customer to utilize the full functionality of TrakStar, and for Neuronetics to monitor Customer's compliance with the Customer Standards, Customer must: (A) utilize NeuroStar to evaluate all Prospective Patients for TMS treatment; and (B) use NeuroStar to treat all patients receiving TMS treatment if (i) Customer determines that TMS treatment is medically appropriate, and (ii) NeuroStar is cleared by the United States Food and Drug Administration for the applicable indication.

15. Customer will, subject to applicable law and preserving Customer's independent medical judgment: (A) optimize its website

as instructed by Neuronetics; (B) use search engine optimization strategies as instructed by Neuronetics; and (C) post social media collateral provided by Neuronetics and as instructed by Neuronetics.

16. Customer has received pricing discounts under the Existing Contracts, and Customer may continue to receive certain product price discounts during the Term. If Customer breaches any provision of the Existing Contracts or the Enrollment Agreement, at Neuronetics' option, in addition to any other remedies available to Neuronetics at law or in equity, Customer will pay to Neuronetics an aggregate amount equal to Neuronetics' list prices for such products purchased by Customer minus the discounted prices actually paid by Customer for such products.



Exhibit B
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Neuronetics Services

1. Neuronetics will include a feature within the NeuroStar Locator Webpages that will permit NeuroStar Patients, Prospective Patients, and Webpage Leads to distinguish Customer and other Neuronetics customers that participate in the Program from Neuronetics customers that do not participate in the Program.
2. Neuronetics will provide Customer with printed marketing collateral regarding Customer's participation in the Program.
3. Neuronetics will promote the Program through a marketing campaign.