

**NeuroStar® Advanced Therapy for Mental Health  
Terms and Conditions of Sale (Precision Pulse Program)**

**1. APPLICABILITY**

The Neuronetics, Inc. (“Neuronetics”) program known as the Precision Pulse Program, as described in greater detail in these NeuroStar® Advanced Therapy for Mental Health Terms and Conditions of Sale (Precision Pulse Program) as amended by Neuronetics in its sole discretion from time to time and as made available to Participating Customers at [www.neurostar.com/t-c/](http://www.neurostar.com/t-c/) or any successor website (the “T&Cs Website”) or otherwise (these “Terms and Conditions”; such program, the “Precision Pulse Program”), applies to all Qualifying Purchases made by Participating Customers on or after January 1, 2021. The Precision Pulse Program is void where prohibited by law. Purchases made under any prior Neuronetics program are not transferable to the Precision Pulse Program.

**2. AGREEMENT TO BE BOUND**

By participating in and accepting any benefits of the Precision Pulse Program, Participating Customers fully and unconditionally agree to and accept these Terms and Conditions and the decisions of Neuronetics with respect to interpretation and application of these Terms and Conditions, which decisions are final and binding in all matters related to the Precision Pulse Program.

**3. PROGRAM ELIGIBILITY**

The Precision Pulse Program is available to all Neuronetics customers who: (i) have not opted out of the Precision Pulse Program as contemplated in Section 6; (ii) have made a Qualifying Purchase in the previous calendar quarter (starting January 1, 2021) as contemplated in Section 4; (iii) are not in breach of any agreement with Neuronetics; and (iv) are otherwise in compliance with these Terms and Conditions (the “Participating Customers”). Any Neuronetics customer that fails to comply with these criteria will cease to be a Participating Customer, will cease to be enrolled in the Precision Pulse Program, and will forfeit all benefits under the Precision Pulse Program.

If a practice with multiple offices is legally organized as a single entity, or if the offices conduct business under one (1) practice name, then such practice may be treated as a single Participating Customer in Neuronetics’ sole discretion. In such circumstances, Qualifying Purchases from each office may be used to determine a Participating Customer’s Program Level. Otherwise, no buying groups or similar arrangements are permitted. Non-associated practices or offices may not form buying groups or similar arrangements to qualify for Program Levels.

**4. QUALIFYING PURCHASES, ENROLLMENT AND PROGRAM LEVELS**

A “Qualifying Purchase” is at least \$9,500 of Treatment Sessions (as defined in the NeuroStar® Advanced Therapy for Mental Health Terms and Conditions of Sale as amended by Neuronetics in its sole discretion from time to time and as made available to Participating Customers at the T&Cs Website or otherwise (the “Standard T&Cs”)) (“Treatment Sessions”) in a calendar quarter; provided, that purchases of Treatment Sessions under a fixed price model are not Qualifying Purchases. A Qualifying Purchase will be deemed complete when a Participating Customer has placed a binding sales order or purchase order with Neuronetics. Enrollment in the Precision Pulse Program is automatic upon completion of a Qualifying Purchase. Failure of a Participating

Customer to timely pay all amounts due and payable for a Qualifying Purchase will result in termination of status as a Participating Customer, termination of enrollment in the Precision Pulse Program, and forfeiture of all benefits of the Precision Pulse Program.

There are five levels that Participating Customers may attain (each, a “Program Level”), which are determined based on the Qualifying Purchases made in the previous calendar quarter, based on the following criteria:

Level 1	\$9,500 of Treatment Sessions purchased in the preceding calendar quarter
Level 2	\$16,500 of Treatment Sessions purchased in the preceding calendar quarter
Level 3	\$26,000 of Treatment Sessions purchased in the preceding calendar quarter
Level 4	\$37,500 of Treatment Sessions purchased in the preceding calendar quarter
Level 5	\$54,000+ of Treatment Sessions purchased in the preceding calendar quarter

Program Levels are determined each calendar quarter based upon the Qualifying Purchases made in the preceding calendar quarter. Program Levels do not accrue in the quarter in which Qualifying purchases are made, and Program Levels do not carry over from calendar quarters. Thus, Qualifying Purchases made in the first quarter of a calendar year (“Q1”) will determine Program Levels for the second quarter of such calendar year (“Q2”) only, Qualifying Purchases made in Q2 will determine Program Level for the third quarter of such calendar year (“Q3”) only, Qualifying Purchases made in Q3 will determine Program Level for the fourth quarter of such calendar year (“Q4”) only, and Qualifying Purchases made in Q4 will determine Program Level for the first quarter of the following calendar year only.

**5. PROGRAM BENEFITS AND AVAILABILITY**

(a) Program Benefits. Subject to these Terms and Conditions, including this Section 5, Participating Customers will be eligible for the following benefits of the Precision Pulse Program in accordance with the Program Levels; provided, that such benefits must be used in the calendar quarter in which they accrue and do not carry over to subsequent calendar quarters unless expressly indicated otherwise:

*(Continued on next page.)*

such guidelines, as amended by Neuronetics in its sole discretion from time to time, are incorporated into these Terms and Conditions by reference and made a part hereof as if set forth in full herein.

(c) Emails with Social Media Posts. From time to time, Participating Customers may receive emails from Neuronetics that contain social media posts. Subject to the provisions of the Standard T&Cs that pertain to Neuronetics trademarks, service marks, trade dress, other indicia, and marketing collateral (the “Neuronetics Marks Provisions”), Participating Customers may use such posts on their social media platforms or profiles.

(d) Access to NeuroStar Branded Advertising Assets. Subject to the Neuronetics Marks Provisions, Participating Customers may use NeuroStar-branded advertising assets available on myneurostar.com or any successor website.

## 6. OPT OUT

Participating Customers who do not wish to be enrolled in the Precision Pulse Program or do not wish to receive any benefits of the Precision Pulse Program may elect to opt out by emailing Neuronetics at customersupport@neurostar.com.

## 7. PROGRAM MODIFICATION

Neuronetics reserves the right at any time in its sole discretion to: (a) amend these Terms and Conditions; (b) modify, suspend, or discontinue the Precision Pulse Program in whole or in part; (c) designate promotional periods during which the benefits of the Precision Pulse Program change; or (d) designate periods of time during which the Precision Pulse Program is not applicable.

## 8. GENERAL PROVISIONS

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

(b) 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 Terms and Conditions as if set forth in full herein.

(c) Discounts, Rebates, and Warranties. The benefits of the Precision Pulse Program may reflect or be subject to discounts, rebates, warranties, or other price reductions, which Participating Customers may be obligated under applicable laws to report to Medicare, Medicaid, or other state, federal, or private payers, and to make this information available to these entities for review. It is the parties’ intent that any discounts, rebates, warranties, or other price reductions received by Participating Customers under these Terms and Conditions comply with the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)) (the “Anti-Kickback Statute”) and other applicable federal and state law, and that any discounts provided under these Terms and Conditions or any other discount purchase program satisfy the safe harbor regulations of the Anti-Kickback Statute (including the warranties safe harbor and the discount safe harbor set forth in 42 C.F.R. § 1001.952(g) and (h), respectively). Participating Customers will comply with all applicable requirements of federal and state law with respect to discounts received under these Terms and Conditions. Participating Customers acknowledge that the safe harbors of the Anti-Kickback Statute require that certain warranties and discounts,

	Level 1	Level 2	Level 3	Level 4	Level 5
Minimum Treatment Session Purchase Amount	\$9,500	\$16,500	\$26,000	\$37,500	\$54,000+
Maximum Reimbursable Spend	\$1,900	\$5,000	\$10,000	\$16,000	\$26,000+
Maximum Co-Op Match	\$950	\$2,500	\$5,000	\$8,000	\$13,000+
Maximum Percent Reimbursed	10%	15%	19%	21%	24%

### (b) Co-Op Marketing Reimbursement Program.

(i) Participating Customers are eligible to participate in Neuronetics’ co-op marketing reimbursement program (the “Co-Op Program”), under which they will be eligible for reimbursement of fifty percent (50%) of their qualifying advertising expenses up to the applicable maximum reimbursable spend set forth on the table in Section 5(a) (the “Maximum Reimbursable Spend”).

(ii) Any advertising expenses incurred in excess of the Maximum Reimbursable Spend are not eligible for reimbursement.

(iii) Participating Customers who spend less than the Maximum Reimbursable Spend are only eligible for reimbursement based on their actual qualifying advertising expenses and not the Maximum Reimbursable Spend (e.g., if a Participating Customer at Level 2 has \$4,000 in qualifying advertising expenses, then such Participating Customer will be reimbursed \$2,000 based on its qualifying advertising expenses and not \$2,500 based on the Maximum Reimbursable Spend).

(iv) To be eligible for reimbursement, qualifying advertising expenses must be incurred in the calendar quarter in which the benefit accrues, and unused reimbursement amounts do not carry over to subsequent calendar quarters. Neuronetics will reimburse Participating Customers for qualifying advertising expenses in the calendar quarter following the calendar quarter in which they were incurred.

(v) Any Participating Customer not in compliance with these Terms and Conditions at the time of reimbursement will forfeit the Co-Op Program benefits at Neuronetics’ sole discretion.

(vi) For any Participating Customer at Level 5, the maximum co-op match is \$100,000.

(vii) Advertisements should indicate that Neuronetics has contributed to the cost of such advertisements.

(viii) Requests for reimbursement are subject to audit by Neuronetics.

(ix) The Co-Op Program will be subject to any additional guidelines that Neuronetics may make available to Participating Customers from time to time at the T&Cs Website or otherwise. Any

including certain rebates and reductions in price, be reported or passed on to federal and state health care programs, including Medicare and Medicaid. As a condition of these Terms and Conditions, to the extent applicable, Participating Customers will fully and accurately report all discounts, rebates, warranties, or other price reductions, including warranty items, replacement products, credits, or refunds, in the costs claimed or charges made under any federal and state health care programs, and they will provide information upon request to reimbursement programs, including Medicare and Medicaid, in accordance with federal and state laws. The reporting requirements for warranty and discount programs for medical products and services reimbursed by federally funded healthcare programs are defined by federal regulations under the Anti-Kickback Statute, 42 C.F.R. § 1001.952(g) and (h), respectively. Participating Customers will be solely responsible for determining whether any savings, discount, warranty item, credits, or refunds they receive must be reported or passed on to payors. Neuronetics will refrain from doing anything that impedes Participating Customers from meeting their obligations under the Anti-Kickback Statute and its implementing regulations with respect to discounts received under these Terms and Conditions. No part of these Terms and Conditions will be construed as inducement or encouragement for the referral of patients or the purchase of healthcare goods or services, except in compliance with applicable law. Neuronetics and Participating Customers will comply with any state law, regulation, guidance document, manual provision, program memorandum, opinion letter, or other issuance from any governmental authority that regulates kickbacks, fee sharing, patient or program charges, recordkeeping, referrals, self-referrals, or medical referral services business laws (e.g., N.Y. C.L.S. Pub. Health § 4501 and Cal. Health and Safety Code § 445), and all applicable federal and state laws regulating health services or payment, including the Anti-Kickback Statute, the Stark Law (42 U.S.C. § 1395nn), the Anti-Inducement Law (42 U.S.C. § 1320a-7a(a)(5)), the civil False Claims Act (31 U.S.C. § 3729 et seq.), the administrative False Claims Law (42 U.S.C. § 1320a-7b(a)), the exclusion laws (42 U.S.C. § 1320a-7), and the civil monetary penalty law (42 U.S.C. § 1320a-7a). No payment under these Terms and Conditions is intended to constitute remuneration in return for any referral of patients or the ordering of healthcare goods or services from Neuronetics.