

NEVRO CORP. TEMPLATE PURCHASE AGREEMENT – MULTI-FACILITY / IDN (SINGLE SETTING)

THIS PURCHASE AGREEMENT (the “**Agreement**”) sets forth the terms and conditions governing the sale and purchase of the products and any related components listed on Exhibit A [for use in the **[hospital outpatient/ASC/physician office]** setting (the “**Setting**”), as updated from time-to-time (the “**Products**”), by and between [REDACTED], [a multi-facility purchaser/an integrated delivery network (“**IDN**”)] with a business office located at [REDACTED] (the “**Customer**”) and **NEVRO CORP.**, a Delaware corporation with a business office located at 1800 Bridge Parkway, Redwood City, CA 94065 (“**Nevro**”) (Nevro and Customer are each referred to as a “**Party**.”) The Agreement will be effective as of the later of **[DATE]** or the date returned to Nevro, if unmodified and signed by the Customer (the “**Effective Date**.”)

1. GENERAL

1.1. Applicability of this Agreement. The offer and sale of the Products, as such Products are described in Exhibit A and/or the applicable quote or similar document provided by Nevro (the “**Quote**”), is conditioned upon the acceptance by the Customer of the terms and conditions set forth in this Agreement.

1.2. Purchase Orders; Acceptance. Customer agrees to purchase, directly or through its Customer Affiliates, as defined in Section 1.5, the quantity of the Products specified in purchase orders issued by Customer or its Customer Affiliates in connection with a Quote and that are accepted by Nevro as set forth below (each, a “**Purchase Order**”) with the intent to be used by Customer Affiliates, as defined in Section 1.5. Purchase Orders may be submitted via fax, email or mail to Nevro. Nevro may accept or reject Purchase Orders in its sole discretion. A Purchase Order will only be deemed accepted by Nevro (and thereby become a Purchase Order) if Nevro delivers a signed Purchase Order or other written confirmation to Customer within fifteen (15) calendar days after receipt of such Purchase Order. No terms on any Purchase Order, other than the description and quantity of Products ordered, will apply to the transactions under this Agreement and are hereby rejected. The terms of this Agreement, including Exhibit A, shall govern and supersede any different or inconsistent terms in the Purchase Order.

1.3. IP; Authorized Use. Nevro retains all, and Customer shall have no, right, title, and interest to the intellectual property that comprises the Products, and any improvements or derivative products thereof. Customer shall not reverse engineer, decompile, disassemble, photograph internal components, translate, copy, redistribute, resell, remove any markings on the Products, or provide a service bureau or time share, related to the Products. Customer shall not use the Products for the benefit of third parties that are not affiliated

with or patients of Customer. Customer may not attempt to do any of the foregoing, or assist any third party to do so. Customer further agrees to the terms of any license that accompanies any software included with or embedded within the Products.

1.4. Term; Termination. The term of this Agreement shall commence on the Effective Date and continue for a period of **one year** thereafter (the “**Term**.”) The Term shall **automatically renew** for one additional year, unless a Party notifies the other Party at least sixty (60) days prior to such renewal of its intent not to have this Agreement renew for such additional period. At any time, Nevro may terminate this Agreement for convenience upon thirty (30) days’ written notice to Customer. Either Party may terminate this Agreement upon thirty (30) days’ prior written notice to the other Party if the other Party breaches this Agreement and does not cure such breach within such 30 day period. In the event of expiration of this Agreement or Nevro’s termination of this Agreement for convenience, Nevro will fulfill and Customer shall pay any amounts that come due under any accepted Purchase Orders that are outstanding at the time of such termination or expiration.

1.5. Customer Affiliate and Customer Entity. “**Customer Affiliate(s)**” means each of the entities within Customer’s **integrated health care** organization and each of their respective subsidiaries and affiliates from whom Nevro accepts a Purchase Order for Products in connection with this Agreement. Customer represents and warrants that (a) Exhibit C contains a list of all Customer Affiliates that Customer has authorized to make purchases under this Agreement; and (b) Customer has the authority to contract on behalf of each of the listed Customer Affiliates, and will inform Customer Affiliates of their rights and obligations under this Agreement. Customer may only add Customer Affiliates to Exhibit C with the prior written consent of Nevro. Customer shall be responsible for any act or omission by a Customer Affiliate that, if performed or not performed by Customer, would be a breach of this Agreement (including failure to pay as required hereunder). “**Customer Entity**” refers to whichever of Customer or its Customer Affiliate is the entity actually making a purchase under a given Purchase Order.

2. DELIVERY, RISK OF LOSS, CUSTOMER ACCEPTANCE

2.1. Delivery Date. The requested delivery date for the Products shall be set forth by Customer Entity in the applicable Purchase Order. Nevro will provide an estimated delivery date to Customer Entity at the time of Nevro’s acceptance of the Purchase Order. Nevro will use reasonable efforts to meet the delivery dates as quoted but will not be liable for any failure to meet such dates. Partial shipments

may be made and invoiced and Nevro will use reasonable efforts to notify Customer Entity in advance of any partial shipment.

2.2. Acceptance; Risk of Loss; Title. Nevro shall deliver the Products to Customer Entity EXW Origin and the delivery point shall be Nevro's facility (or such other delivery point of which Nevro may notify Customer Entity in Nevro's discretion). Shipment shall occur, and title to the Products (excluding software, which is licensed), and all risk of loss, damage to, or destruction of the Products, shall pass to Customer Entity, at the delivery point. The Products shall be deemed accepted by the Customer Entity upon shipment by Nevro. To secure Customer Entity's payment for all Products ordered under this Agreement, Customer Entity hereby pledges and grants to Nevro a lien on and a security interest in such Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this Section 2.2 constitutes a purchase-money security interest under Division 9 of the California Uniform Commercial Code or other applicable law. Customer Entity agrees that it shall not provide any third party with a security interest in any Products or otherwise pledge or encumber such Products until the Products are paid in full. Except as may be provided under an applicable Limited Warranty (as defined below), Customer may not return any Products.

3. PRICING AND TERMS OF PAYMENT

3.1. Pricing. The prices payable for the Products are listed in Exhibit A attached hereto. Except as otherwise specified herein, (i) prices are quoted by Nevro and payable by Customer in United States dollars; (ii) accepted Purchase Orders and payment obligations are non-cancelable and amounts paid are non-refundable; and (iii) Nevro reserves the right to revise Exhibit A as specified in such exhibit. The Parties acknowledge and agree that all discounts, rebates, credits, or other reductions in price (each a "**Price Concession**") made available under this Agreement are "discounts and other reductions in price" as defined under the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b(b) ("AKS.") Customer is hereby advised that the terms of any Price Concession made available under this Agreement are set forth in Exhibit A and will be reflected on the invoices or other statements provided by Nevro to Customer. Where the Price Concession provided by Nevro to Customer may not be determined at the time of sale, Nevro hereby informs Customer that, when known, Nevro will provide Customer with documentation of the calculation of the Price Concession identifying the specific items purchased to which the Price Concession will be applied. Nevro hereby informs Customer that Nevro will provide Customer with detailed documentation of each Customer Affiliate's spend, price concessions, and purchasing volume, to the extent known to Nevro, to facilitate accurate disclosure of purchasing

information under 42 C.F.R. § 1001.952(h)(1). Customer represents and warrants that Customer will pass on all documentation provided by Nevro to Customer under this Agreement to all Customer Affiliates so that such Customer Affiliates can fulfill their obligations under the AKS discount safe harbor, 42 C.F.R. § 1001.952(h).

3.2. Pricing Disclosure. (a) Customer is advised of Customer's and each Customer Affiliate's obligations to comply with the AKS discount safe harbor (42 C.F.R. § 1001.952(h)), including the obligation to fully and accurately disclose, in any cost reports or claims for reimbursement submitted to Medicare, Medicaid, or other health care programs, the net cost (including Price Concessions or any other price reductions) of any Products purchased under this Agreement or any amounts paid pursuant to any Purchase Order or Quote, and, on request, provide to the U.S. Department of Health and Human Services and any state agencies, any invoices, coupons, statements, and other documentation provided by Nevro to Customer and/or Customer Affiliates, as appropriate, under this Agreement; (b) Customer agrees, and will contractually require each Customer Affiliate to agree, to appropriately account for all Price Concessions received under this Agreement in all costs reports or claims to third party payors, including Medicare and Medicaid, even if Customer and/or Customer Affiliates allocate Price Concessions among themselves differently; (c) Customer shall not seek, and Customer shall contractually prohibit Customer Affiliates from seeking, reimbursement for any items provided by Nevro to Customer and/or Customer Affiliates at no cost, including those items that are provided as a sample, demonstration product, or other loaned product; (d) Customer shall, and Customer shall contractually require each Customer Affiliate to, retain a copy of this Agreement and any other documentation provided by Nevro regarding any Price Concessions provided under this Agreement or any Purchase Orders for Products, and upon Customer's reasonable request in writing, Nevro shall provide reasonable additional information to Customer if and to the extent required to assist Customer to meet its reporting or disclosure obligations under this Section 3.2; (e) Customer represents and warrants that all Products purchased under this Agreement, including any Products obtained via a credit, will be used only in the Setting, and Customer further represents and warrants that it will only seek, and will contractually require Customer Affiliates to only seek, reimbursement from third party payors, including federal healthcare programs, for use of such Products under the methodology for this Setting; and (f) Customer represents and warrants that it will not charge Customer Affiliates a fee to purchase under this Agreement and that Customer will not retain, without permission from Customer Affiliates, any portion of Price Concessions earned beyond what it is entitled to as a result of its own purchases.

3.3. **Invoicing and Payment.** Unless otherwise agreed to in writing by Nevro and Customer, invoices will be generated by Nevro and mailed electronically to Customer upon Nevro's acceptance of each Purchase Order in accordance with Section 1.2. Invoiced charges are payable **thirty (30)** days after the invoice date. Regardless of whether invoices are sent to Customer or Customer Affiliates, Customer is responsible for timely payment of all invoiced charges and for maintaining complete and accurate billing and contact information on file with Nevro.

3.4. **Disputes.** Nevro must receive written notice of any disputed charges from Customer within fifteen (15) days after the invoice date or Customer shall be deemed to have waived its right to dispute charges. Notwithstanding any dispute, Customer shall pay any undisputed amount of the invoice on or before the due date. The dispute notice shall set forth in reasonable detail the information concerning the disputed charges. Nevro and Customer shall use best efforts to promptly resolve any disputed charges. Customer may not set off any amounts due hereunder.

3.5. **Late Payment.** Any amounts not paid when due shall accrue interest at the rate of 18% per annum, compounded monthly, or the maximum rate permitted by law, whichever is lower. In addition, if Customer fails to make any payment to Nevro when due, then Nevro will have no obligation to continue performance under this or any other agreement with Customer.

4. **LEGAL COMPLIANCE.** Customer will comply with all applicable federal and state laws and regulations with respect to the Products, including, but not limited to, the federal False Claims Act (31 U.S.C. §§ 3729 et seq.); the AKS, (42 U.S.C. § 1320a-7b(b)) and all applicable exceptions and safe harbors to the AKS; all export laws; and the Federal Food, Drug and Cosmetic Act. Customer represents that neither it nor any Customer Affiliate has been excluded from participating in any "federal health care program," as defined in 42 U.S.C. § 1320a-7b(f), or otherwise debarred, suspended, declared ineligible, or voluntarily excluded by any other federal or state government program or agency, and that Customer and the Customer Affiliates are eligible to participate in the foregoing programs. If Customer or any Customer Affiliate is excluded or becomes otherwise ineligible to participate in any such program during the Term of this Agreement, Customer will notify Nevro of that event within thirty (30) days. Upon occurrence of that event, whether or not such notice is given, Nevro may terminate this Agreement effective upon written notice to Customer. Customer further represents that neither it nor any of its Customer Affiliates will purchase any quantity of Products beyond the amount that it reasonably expects to utilize.

5. **LIMITED WARRANTY.** Nevro provides a limited warranty with the Products solely to and for the benefit of the end-user (the "User"), as set forth and in accordance with the

terms and conditions of the limited warranty accompanying the Product (the "Limited Warranty.") Nevro's sole liability and obligation, and Customer's sole remedy, related to a breach of the Limited Warranty shall be for Nevro to either repair or replace the Product(s) that do not meet the Limited Warranty requirements. EXCEPT FOR THE LIMITED WARRANTY, NEVRO MAKES NO EXPRESS WARRANTY TO CUSTOMER (FOR CLARITY, INCLUDING WITH RESPECT TO ANY PRODUCTS NOT ACCOMPANIED BY A LIMITED WARRANTY), AND NEVRO DISCLAIMS ALL IMPLIED WARRANTIES AND ANY OTHER WARRANTIES OR REPRESENTATIONS, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE, WHETHER ARISING FROM COMMON LAW, CUSTOM, USAGE OF TRADE, OR OTHERWISE, AND THE PRODUCTS ARE PROVIDED "AS IS." THE FOREGOING DISCLAIMER SHALL NOT APPLY TO ANY WARRANTIES THAT ARE NOT WAIVABLE AS A MATTER OF LAW.

6. **LIMITATIONS OF LIABILITY.** THE TOTAL LIABILITY OF NEVRO, TOGETHER WITH THAT OF ITS AFFILIATES, EMPLOYEES, AGENTS, SUBCONTRACTORS, AND SUPPLIERS, FOR ANY AND ALL CLAIMS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INFRINGEMENT), OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT OR UNDER ANY PURCHASE ORDER, QUOTE, OR OTHER AGREEMENT RELATING HERETOOR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR USE OF ANY PRODUCT RELATING THERETO, SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE PURCHASE ORDER OR QUOTE WHICH DIRECTLY GIVES RISE TO THE CLAIM. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INFRINGEMENT) OR OTHERWISE, SHALL NEVRO, OR ITS AFFILIATES, EMPLOYEES, AGENTS, SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF OR ACCESS TO THE PRODUCTS OR ANY ASSOCIATED EQUIPMENT OR SOFTWARE OR DATA, COST OF CAPITAL, COST OF FACILITIES, SERVICES OR REPLACEMENT POWER OR DOWNTIME COSTS FOR SUCH DAMAGES, OR FOR DAMAGES RELATED TO USE OF THE PRODUCTS OUTSIDE THE INSTRUCTIONS FOR USE, OR FOR OFF LABEL USE OF THE PRODUCTS, EVEN IF NEVRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM. CUSTOMER ACKNOWLEDGES (ON BEHALF OF ITSELF AND THE CUSTOMER AFFILIATES) THAT THESE LIMITATIONS OF LIABILITY REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NEVRO WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. CUSTOMER IS SOLELY RESPONSIBLE FOR ALL CLINICAL AND

MEDICAL TREATMENT, AND ALL DIAGNOSTIC DECISIONS ARE THE RESPONSIBILITY OF CUSTOMER AND ITS PROFESSIONAL HEALTHCARE PROVIDERS. THESE LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

7. **FORCE MAJEURE.** Nevro will use reasonable efforts to complete shipment of Products in accordance with the delivery dates described in Section 2.1, but will not be liable for any loss or damage for delay in delivery, inability to implant, or any other failure of the Products, or for any other act or omission, in each case due to causes beyond its reasonable control, including acts of government or compliance with any governmental rules or regulations, acts of God or the public, war, civil commotion, blockades, embargos, calamities, floods, fires, earthquakes, explosions, storms, strikes, lockouts, labor disputes, or unavailability of labor, raw materials, power, the Internet, or supplies.

8. **CONFIDENTIAL INFORMATION.** Customer shall hold the following information in strict confidence and not disclose the same to any other person or entity, including any affiliated entity, except as provided herein: all information, pricing and terms relating to or contained in this Agreement, including any Purchase Orders or any Quotes, all data, trade secrets, non-public product information including photographs or details of internal components, financial data, pricing, business plans or any other information disclosed by Nevro in connection with this Agreement (collectively, "**Confidential Information.**") Notwithstanding the above, Customer may disclose Confidential Information: (i) to the personnel within its organization (or that of its applicable Customer Affiliates) and its legal and accounting advisors that require the Confidential Information in connection with the Party's rights and obligations under this Agreement, provided that Customer (and its applicable Customer Affiliates) require any such recipient to use the information solely for these purposes and to keep it strictly confidential; (ii) as required by law, provided that Customer provides reasonable prior notice to Nevro to enable such other Party to attempt to prevent or limit the disclosure, and Customer (or its applicable Customer Affiliate) assists Nevro upon request in seeking relief from or limiting the disclosure; and (iii) with the prior written consent of Nevro.

9. **GENERAL.** Customer may not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any rights or obligations under this Agreement, whether voluntarily or involuntarily, by operation of law, merger, acquisition, sale, or otherwise, without the prior written consent of Nevro. Any purported assignment, transfer or delegation by Customer shall be null and void. Nevro shall have the right to assign this Agreement and/or delegate any or all of its obligations hereunder without Customer's consent and without prior notice to Customer. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the

Parties and their respective successors and assigns. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each Party; and no other act, document, usage or custom shall be deemed to amend or modify this Agreement. This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of California without regard to any conflict of law provisions thereof that would cause the application of the laws of another jurisdiction. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the state and federal courts located in Santa Clara County, California, in connection with any claim, action, suit, or proceeding relating to this Agreement, except that either Party may seek injunctive, equitable or similar relief from any court of competent jurisdiction. **THE PARTIES WAIVE ANY RIGHT TO A JURY.** If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, such provision will be enforced to the extent possible, consistent with the stated intention of the Parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force and effect. The waiver by either Party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach. Notices sent to either Party shall be deemed fully and completely given (i) when delivered in person to the Party to be notified, (ii) when sent by confirmed electronic mail or facsimile, (iii) one (1) business day after being sent by overnight courier, or (iv) two (2) business days after being sent by first class mail postage prepaid. All communications shall be sent to the respective Parties at the address as set forth in the signature block of this Agreement or to such updated address as either Party may provide from time to time in compliance with this Section 9. Sections 1.3, 2.2, 3, 4, 5 (related to warranty disclaimers), 6 through 9, and any other provision which by its nature should survive termination or expiration of this Agreement shall survive such termination or expiration. This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. In the event of any conflict or inconsistency between this Agreement and any Purchase Orders or Quotes, acknowledgments, or similar documents, the terms of this Agreement shall govern.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Customer: Name of Customer

Address: Address of Customer

By: _____

Name: _____

Title: _____

Date: _____

Nevro: NEVRO CORP.

Address: Attn: Legal, 1800 Bridge Parkway, Redwood City, CA 94065

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Products and Prices

Products and Pricing. Subject to the terms and conditions of this Agreement, Nevro will supply the Products set forth in the table of Products below, at the discounts and prices set forth in Table 1 [subject to any applicable additional price concessions in Exhibit B]. Nevro may revise Exhibit A at any time on or after the date that is one year following the Effective Date by providing an updated version of this Exhibit A to Customer, in which case the Parties shall execute the updated Exhibit A and it will supersede the then-current Exhibit A. The pricing on any such revised exhibit shall not apply to Purchase Orders or Quotes that have been accepted as of the date the Parties execute such updated exhibit.

No Bundled Discount Notice: It is the intention of the Parties that the discounts and prices set forth in Table 1 for each individual Product shall be treated separately and independently for purposes of determining Customer's obligations under this Agreement such that no purchase pursuant to this Exhibit A shall constitute a bundled sale.

Table 1:

PRODUCT PRICE TABLES HERE

Exhibit B

Additional Price Concessions

Additional Price Concessions. In addition to any applicable discounts set forth in **Exhibit A**, Customer is eligible for additional price concession(s) in the form of a rebate or credit (the “**Additional Price Concession(s)**”) as elected by Customer below, if Customer achieves the following minimum requirements for a tier as outlined in Table [2] below for a given calendar quarter.

[If Additional Price Concessions are based on Market Share: use this language:

Subject to the terms and conditions of this Agreement, Nevro will supply the Products at the prices set forth in the Table 1 below, subject to Customer performing 65% of all Customer’s Spinal Cord Stimulation Permanent Procedures each calendar quarter using Nevro Products (the “Market Share Requirement”). In order for Customer to receive this pricing, within 15 days of the close of each quarter, Customer must provide Nevro signed reports in the form attached hereto as Exhibit D reflecting (1) the total number of all Spinal Cord Stimulation Permanent [OR TRIAL] Procedures performed in that particular quarter by Customer and (2) the total number of Spinal Cord Stimulation Permanent Procedures performed by Customer utilizing the Products (as set forth in Exhibit A) in that same quarter. The total number of all spinal cord stimulation permanent procedures performed in that particular quarter by Customer shall not include any procedures where the physician in their independent medical judgement determined that a different non-Nevro Product was in

the best clinical interest of the patient. Facility represents and warrants that by entering into this Pricing Agreement and meeting the Market Share Requirement it is not in breach of any other contract. In addition, Customer shall provide reasonable access to Nevro no more than two times per year to allow Nevro to audit and confirm the Customer provided information in the form attached hereto as Exhibit D. As part of such audit to Customer’s books and records, Customer will ensure it does not provide any patient identifiable information to Nevro. If Customer does not achieve the Market Share Requirement, Nevro reserves the right to revise the pricing in Table 1 prospectively in subsequent calendar quarters. The pricing on any such revised exhibit shall not apply to Purchase Orders that have been accepted as of the date the parties execute such updated exhibit. Pricing including the Market Share Requirement, is conditioned on all (Permanent Spinal Cord Stimulation Procedures) involving Nevro Products occurring at the same facility and in the same setting of care (i.e., the ambulatory surgery center) and Customer purchasing Products only directly from Nevro.]

Table 2:

USE THE FOLLOWING TABLE FOR ADDITIONAL PRICE CONCESSIONS BASED ON OVERALL PRODUCT PURCHASE VOLUME

Tiers	Customer’s Minimum Quarterly Net Purchases*	Additional Price Concession Percentage on Total Quarterly Net Purchases
Tier 1	\$[X]	[x]%
Tier 2	\$[x]	[x]%
Tier 3	\$[x]	[x]%

* **Net Purchases:** Net Purchases means the aggregate value of Products purchased by Customer and invoiced during each calendar quarter inclusive of any discounts and exclusive of late fees, shipping charges, taxes, and any returns.

USE THE FOLLOWING TABLE FOR ADDITIONAL PRICE CONCESSIONS BASED ON TRIAL MARKET SHARE

Tiers	Customer’s Minimum Quarterly Market Share for all Spinal Cord Stimulation Trial Procedures Using Nevro Products**	Additional Price Concession Percentage on Total Quarterly Net Purchases*
Tier 1	[x]%	[x]%
Tier 2	[x]%	[x]%
Tier 2	[x]%	[x]%

*** Net Purchases:** Net Purchases means the aggregate value of Products purchased by Customer and invoiced during each calendar quarter inclusive of any discounts and exclusive of late fees, shipping charges, taxes, and any returns.

****Trial Procedure Market Share Confirmation:** In order for Customer to receive this Additional Price Concession, within [15] days of the close of each quarter, Customer must provide Nevro signed reports in the form attached hereto as **Exhibit D** reflecting (1) the total number of all spinal cord stimulation trial procedures performed in that particular quarter by Customer and (2) the total number of spinal cord stimulation trial procedures performed by Customer utilizing the Products (as set forth in Exhibit A) in that same quarter. In addition, Customer shall provide reasonable access to Nevro no more than two times per year to allow Nevro to audit and confirm the Customer provided information in the form attached hereto as Exhibit D. As part of such audit to Purchaser's books and records, Customer will ensure it does not provide any patient identifiable information to Nevro.

Compliance Requirement: Consistent with Section 3.2 of the Agreement, Customer's receipt of the Additional Price Concession(s) is conditioned on (1) Customer using all Products (for both trial and permanent spinal cord stimulation procedures) in the same site of service setting; and (2) Customer purchasing all Products directly from Nevro.

Processing of Additional Price Concession: Nevro shall calculate and issue the Additional Price Concession(s) to Customer within sixty (60) days after the end of each calendar quarter or after Nevro receives all the required information from Customer, whichever is later. Each quarterly period is independent of the preceding or following periods and may be prorated where applicable and when agreed to in writing in advance by the Parties.

Election: Customer may choose to receive the Additional Price Concession(s) in the form of a rebate or credit. Customer may change its election at any time and for any quarter by notifying Nevro in writing of Customer's revised election within [thirty (30)] days of the close of a calendar quarter. If Customer is changing its election to a "rebate" and has not previously received a "rebate" under this Agreement, Customer must comply with the rebate requirements below before being eligible to receive any rebate. If Customer does not make an election below, then Nevro will deem Customer to have elected to treat the Price Concession under this section as a "rebate," however Customer must comply with the rebate requirements below before being eligible to receive any rebate. Please indicate your election below (Choose One):

- a. Credit
- b. Rebate

Initials: _____

Credits: If Customer elects to receive a credit, credits shall be applied: (a) first, to any outstanding balances incurred by Customer under this Agreement on prior purchases of Products listed in Exhibit A; or (b) if no such balance exists, to any future purchases of Products listed in Exhibit A ordered within the next 12 months after the credit is earned. If Customer does not use credits within 12 months of receipt, then Nevro shall remit a rebate check to Customer equal to the unused credit.

Rebates: If Customer elects to receive a rebate, Nevro shall remit a check to Customer within sixty (60) days; provided that Customer has no outstanding balances with Nevro on prior purchases of Products listed in Exhibit A that is greater than ninety (90) days past due, excluding any payment where Nevro received written notice of disputed charges from Customer under Section 3.3 of this Agreement. Nevro may off-set Customer's outstanding balances greater than ninety (90) days with any rebate owed to Customer. Customer will be required to provide the following for rebates to be remitted:

1. A completed W-9 filled out by the Customer; and
2. Customer remittance Information:
 - (a) Mailing instructions with Payee information and address or
 - (b) ACH banking information

Required documents can be emailed to Rebates@nevro.com. Remittance information must be directly from Customer's company email address or provided on Customer's company letterhead.

Customer Contact: For both the credit and the rebate option, Customer must also provide a contact email where supporting documentation for the Additional Price Concession can be sent. This contact will also be used for other communications relating to the Additional Price Concession(s) as necessary.

Price Disclosure: Consistent with Sections 3.1 and 3.2 of the Agreement, Customer acknowledges and agrees that any credits or rebates provided under this Agreement and this Exhibit B are considered Price Concessions as defined under Section 3 of this Agreement. Customer further acknowledges its legal obligations to fully and accurately report such Price Concessions under all applicable federal and state laws and regulations, including those laws and regulations referenced in Section 3 of the Agreement related to submitting claims and reporting costs to federal health care programs. Neither Nevro nor Customer shall impede the other Party's ability to meet its obligations under the AKS and other applicable laws. In accordance with the AKS discount safe harbor (42 C.F.R. § 1001.952(h)), Nevro will provide Customer with documentation of the calculation of the Price Concession(s) received under this offering identifying the specific items purchased to which the Price Concession(s) will be applied.

Limitation of Additional Price Concession(s): Nevro, in its sole discretion, may cease to issue or honor the Additional Price Concessions described in this Exhibit B in the event the reimbursement methodology under any federal healthcare program changes for any Product following the Effective Date of this Agreement (e.g., if any portion of the Products are granted pass-through reimbursement or a similar status under Medicare).

[Bundled Discount Notice: The Parties acknowledge and agree that the Additional Price Concession(s) constitutes a bundled discount for purposes of the AKS discount safe harbor (42 C.F.R. § 1001.952(h)), and consistent with the Price Disclosure paragraph above, Nevro will provide Customer with documentation of the calculation of the Price Concession received under this offering identifying the specific items purchased to which the Price Concession(s) will be applied.]

Exhibit C

List of Customer Affiliate(s)

Exhibit D

Trial Procedure Market Share Quarterly Confirmation Report

Pursuant to the Agreement Customer and Nevro entered into on _____ (the "Agreement"), in order for Customer to be eligible to receive the market share Additional Price Concession under **Exhibit B** of the Agreement, Customer must, within [15] days of the close of each quarter, provide Nevro this signed report reflecting (1) the total number of all spinal cord stimulation trial procedures performed in that particular quarter by Customer and (2) the total number of spinal cord stimulation trial procedures performed by Customer utilizing the Products in that same quarter. In addition, Customer shall provide reasonable access to Nevro no more than two times per year to allow Nevro to audit and confirm the information provided by Customer in this Report. As part of such audit to Customer's books and records, Customer will ensure it does not provide any patient identifiable information to Nevro.

Customer certifies the following, for the calendar quarter ending on [DATE]:

A	B	C
Total Number of Spinal Cord Stimulation Trial Procedures Performed by Customer:	Total Number of Spinal Cord Stimulation Trial Procedures Performed by Customer Utilizing Nevro Products (as set forth in Exhibit A of the Agreement):	Trial Procedure Market Share Percentage ($[B \div A] \times 100 = C$):
[Insert Raw Number]	[Insert Raw Number]	[Insert Percentage]%

Please complete and sign below verifying the accuracy of the statements set forth above.

Signature: _____ **Name:** _____

Title: _____

Date: _____

Account Name: [INSERT CUSTOMER NAME]

Address: [INSERT CUSTOMER ADDRESS]

City: _____ **State:** _____ **Zip Code:** _____