The Bellafill® Product Rebate Program ("Program"), owned and operated by Suneva Medical, Inc. ("Suneva®," "we," "us," or "our") is provided to PROVIDERS and PATIENTS ("you," "you," or "User") subject to the following terms and conditions, including any amendments thereto and with any additional terms and conditions, rules, or polices that may be applicable to particular offerings made in connection with the Program (collectively, the "Terms and Conditions"). The Terms and Conditions of this agreement shall supersede all previous rebate program rules and/or terms and conditions. The following Terms and Conditions may be modified by Suneva from time to time. Any such changes shall be reflected in an updated version of the Terms and Conditions posted on this site. BY ACCESSING THE PROGRAM, YOU ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, AND AGREE TO COMPLY WITH, ALL OF THE TERMS AND CONDITIONS IN THIS USER AGREEMENT.

In addition to all other legal and equitable remedies, failure to follow the Terms and Conditions, or any attempt to undermine to proper functioning of the Program, may result in termination, without notice, of your access and membership to the Program and all rebate vouchers and/or benefits you have accrued in the Program.

DESCRIPTION OF THE PROGRAM

The Program is an online, voucher-based program where Patients of the Program can register for a FREE syringe offer based on valid purchases of a full kit of Bellafill (one 0.8 cc Full Kit contains five 0.8cc syringes of Bellafill or one 1.5cc Full Kit contains three 1.5cc syringes of Bellafill) at a Participating Provider. Rebate vouchers in the Program are nontransferable to other Patients, users or accounts and have no cash or monetary value. The Program may be changed or discontinued from time to time in Suneva's sole discretion. Any change to the Program or these Terms and Conditions will be posted on this site and you are encouraged to visit the site often. You agree that Suneva will not be liable to you or any third party for any modification of the Terms and Conditions or modification or discontinuance, in whole or in part of the Program.

PROGRAM ELIGIBILITY

FOR PROVIDERS: The Bellafill Rebate Program applies to eligible purchases of Bellafill products. Eligibility for the Bellafill Rebate Program is determined by active participation and qualifcation in the Regen Rewards program through Suneva Medical at the Regen Premier Partner, Regen Elite Partner and Regen Partner of Excellence levels ("Participating Providers"). Only products purchased from Suneva during the eligible Rebate Period will count toward the Bellafill Product Rebate Program, including discounts.

Please <u>click here</u> for Important Safety Information for Bellafill® and Full Prescribing Information.

Beginning January 1, 2024 through December 31st, 2024 (the "Rebate Period"), patients may submit to redeem a single claim for a FREE Bellafill syringe based on the syringe configuration purchased from Suneva® for a single Bellafill® product purchase/patient treatment.

FREE Syringe offer is valid only on purchase of a full Bellafill® Kit and can be redeemed only at an eligible participating provider of the Rebate Program.

Suneva will provide reimbursement to eligible participating providers based on actual Bellafill product quantity sold to a registered patient. Single claim values are based on the following purchase quantities:

- Full Bellafill Kit (5 of the 0.8cc syringes) qualifies for one FREE 0.8 cc Bellafill syringe (sometimes herein as the "rebate").
- Full Bellafill Kit (3 of the 1.5cc syringes) qualifies for one FREE 1.5cc Bellafil syringe (sometimes herein as the "rebate").

Suneva is not responsible for administrative fees (such as internal processing charges) and taxes that may be incurred when claims are redeemed. Regen Rewards accounts must remain active at the qualifying levels and in good credit standing to be a Participating Provider of the Rebate Program and to be able to redeem this Bellafill rebate.

FOR PATIENTS: Patient users of the Program must be legal residents of the United States and be 18 years of age or older at the time of registration to be eligible. Void where prohibited by law. Employees of Suneva and its related entities and their immediate families are not eligible. Only one FREE syringe offer per person. All products purchased to qualify for this Program must be purchased within the United States with an eligible provider of the Program within the eligible redemption period.

MEMBERSHIP REGISTRATION

FOR THE PROVIDER: In consideration of your participation within the Program as a Bellafill rebate provider, you agree to maintain your eligibility as described above. You agree to provide accurate, true and valid documentation for rebate reimbursement requests. If we deem such information to be untrue, inaccurate, not current, or incomplete; we have the right to suspend or terminate your participation as a provider within the Program and to refuse any and all current or future use of the Program (or any portion thereof) by you.

FOR THE PATIENT: In consideration of your use of the Program, you agree to provide true, accurate, current, and complete information about yourself as prompted by the online registration form and to maintain and promptly update your personal data to keep it true, accurate, current, and complete. If you provide any information, we deem untrue, inaccurate, not current, or incomplete we have the right to suspend or terminate your registration and to refuse any and all current or future use of the Program (or any portion thereof) by you.

ACCOUNT SECURITY

FOR PATIENT AND PROVIDER: You will receive account designation upon completing the registration process, which includes password selection. You agree to maintain the confidentiality of your password and account information, and agree that you are fully responsible for all activities that occur under your password or account or for any other breach of security, and to log out at the end of each session. We will not be liable for any loss or damage arising from your failure to comply with these requirements. If for any reason your account is terminated by either you or by us, all of your rebates accrued will be forfeited.

BELLAFILL FREE SYRINGE OFFER

Suneva will offer a FREE syringe offer per patient for one Full Bellafill Kit that is purchased *AND* used by the patient at an eligible Participating Provider.

Eligible PROVIDERS within the Program agree to provide a FREE syringe to a PATIENT registered for this program upon their purchase of and treatment with a full Bellafill Kit.

Eligible PROVIDERS will be reimbursed for the FREE syringe offered to a patient registered for the rebate program when they provide the following:

- 1) Name and contact information of a patient registered for the Rebate Program
- 2) Invoice or proof of purchase of one full Bellafill Kit.

FOR PROVIDER: The total number of Bellafill rebates that an eligible Provider can redeem is based on the total number of full Bellafill Kits purchased each month. For example, a Regen Premier Partner that purachses five 0.8cc syringe Bellafill kits will have five rebates.

Providers may continue to earn additional rebates if they make additional Bellafill Kit purchases above and beyond the minimum quarterly purchase requirements to eligible to be a Participating Provider.

EXPIRATION OF REBATES

Eligible Participating Providers will have one calendar quarter following their qualification into the program to redeem rebates available to them. As an example:

- 1) An account that becomes a Participating Provider in quarter one of 2024 will have all of quarter one (the current quarter that they became eligible) and quarter two (the quarter following their qualification) to use their rebates.
- 2) If the same account fails to maintain their qualifying level in that second quarter, then they will loose their eligibility to participate in the rebate program in quarter three.

Any rebates that have not been redeemed at an eligible participating provider will expire on the date of last program activity or if they opt out of the Regen Rewards program or fall below the minimum level required to be an eligible Participating Provider. All rebates that have not been redeemed will expire at 11:59 p.m. prevailing Pacific Time (PST/PDT) on the date of expiration specified. You acknowledge that any rebates that are not redeemed or entered during the redemption or Rebate Period described shall be forfeited at 11:59 p.m. PST/PDT at the end of that period.

PRIVACY AND USE OF YOUR INFORMATION

The information that you provide in connection with the Program may be used for Suneva's business and marketing purposes and to send you information about the Program and other Suneva products and services, in accordance with our Privacy Statement and Terms of Use. By participating in the Program, you agree that we may collect and use your personal information that you provide us in accordance with our Privacy Statement and Terms of Use, available at https://www.sunevamedical.com/privacy-policy/.

FRAUD

Fraud or abuse relating to registration and redemption of rebates for Program Benefits may result in forfeiture of rebates as well as the termination of your account. You are solely responsible for any fraudulent use of your registered rebates that could occur due to the theft or sharing of your password. The Program is provided to individual users who are natural persons for their own personal use. IT WILL BE CONSIDERED FRAUDULENT AND A VIOLATION OF THESE TERMS AND CONDITIONS FOR PROVIDERS AND/OR PATIENTS TO: (1) SHARE WITH THIRD PARTIES THE REBATE AND/OR PROGRAM INFORMATION THAT CAN BE USED FOR MISREDEMPTION AND/OR OTHER BENEFITS; (2). REDEEM REBATES AND/OR SHARE BENEFITS THAT ACCRUE TO ANY OTHER PATIENT OR PROVIDER. ANY PROVIDER OR PATIENT SHARING IN THIS MANNER OR REDEEMING REBATES IN THIS MANNER WILL HAVE THEIR ACCOUNT DELETED AND WILL NOT BE AWARDED ANY BENEFITS.

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DISPUTES

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California, notwithstanding its choice of law provisions. The invalidity or unenforceability of any provisions of these Terms and Conditions shall not affect the validity or enforceability of any other provision. In the event that any provision of these Terms and Conditions is found to be invalid or unenforceable, it is the intent of the parties that these Terms and Conditions shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained therein. Suneva and its affiliates, representatives, agents, directors, officers, shareholders, and employees are not responsible for and shall not be liable for: (i) late, lost, delayed, damaged, misdirected, inaccurate, incomplete, or unintelligible registration or rebate entries; (ii) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (iii) failed, incomplete, garbled, or delayed computer transmissions; (iv) any condition caused by events beyond our control; (v) any injuries, losses, or damages of any kind arising in connection with or as a result of the benefit or acceptance, delivery or failure to timely deliver, possession, or use of the benefit, or from participation in the Program; or (vi) any printing or typographical errors in any materials associated with the Program. Further, in no event shall we, or any of our affiliates, and/or their respective officers, directors, employees, agents, representatives, information providers, and licensors and/or their respective heirs and assigns be liable to you or any third party for any damages of any kind or nature, including but not limited to, direct, indirect, incidental, consequential, exemplary, special (including loss or profit), punitive, or other damages arising

from or in connection with the existence or use of this site or any such dispute, regardless of whether Suneva or any of the other entities or persons listed above have been advised as to the possibility of such damages. Under no circumstances will you be permitted to obtain benefits for, and you hereby waive all rights to punitive, incidental or consequential damages, including attorney's fees, other than participant's actual out-of-pocket expenses (i.e., costs, if any, associated with participating in the Program), and participant further waives all rights to have damages multiplied or increased. Under no circumstances shall we be liable to you or any third party for any indirect, incidental, consequential, special or exemplary damages, even if advised of the possibility of such damages, arising from the use or inability to use the Program or any other provision of these Terms and Conditions. You accept all responsibility for, and hereby indemnify and hold us, our subsidiaries, and affiliates harmless from and against, any actions taken by any user (whether or not authorized) of your account, including, but not limited to, accrual of points, redemption of points, and disclosure of passwords to third parties.

MEDICAL ADVICE

No information contained on this site is provided with the intention to give medical advice or instructions on the accurate use of our products. We cannot answer unsolicited emails requesting personal medical advice; PATIENTS should always consult a health care professional for any medical advice.

RELEASE AND INDEMNIFICATION

By participating in the Program, participants agree to release, discharge, and hold harmless Suneva Medical and their affiliates, representatives, agents, directors, officers, shareholders and employees from any and all liability from any injuries, losses, or damages of any kind arising from or related to the Program.