S-ICD Pacing Risk Share Program Terms and Conditions

Boston Scientific Corporation ("**Boston Scientific**") is pleased to confirm that you are eligible to participate in Boston Scientific's *S-ICD Pacing Risk Share Program* (the "**Risk Share Program**"). Boston Scientific is proud to offer the S-ICD system, including device models 1010, A209, and A219 ("S-ICD") which has been validated to provide effective defibrillation without transvenous leads. S-ICD is guideline recommended by the AHA/ACC/HRS for management of ventricular arrhythmias and prevention of sudden cardiac death for patients without a pacing indication, patients at high risk for infection, and patients with inadequate venous access. Subject to the terms and conditions set forth in this document, Boston Scientific believes in the value the S-ICD system provides and is committed to sharing the risk of a patient developing a need for bradycardia pacing per established guidelines or developing a need for anti-tachycardia pacing.

1. Risk Share. S-ICD devices that are implanted during the Program Term will be offered to you with an assurance that if the patient implanted with the S-ICD device develops a need for bradycardia pacing or anti-tachycardia pacing during the three (3) year period immediately following the implant per the criteria set forth below, Boston Scientific will provide the implanting institution a credit equal to 20% of the invoiced price (the "**Credit**") of the subsequent Boston Scientific transvenous pacemaker pulse generator or Boston Scientific transvenous ICD pulse generator and up to two (2) Boston Scientific transvenous leads (the "Transvenous System").

2. Conditions to Earn a Credit. To receive a Credit, all the following conditions must be met:
   a. The S-ICD device has a registered implant date during the Program Term and the implant was performed in the United States.
   b. The patient must have developed, and the physician must attest to, a need for bradycardia pacing per established guidelines or a need for anti-tachycardia pacing per physician judgment within three (3) years of the registered S-ICD implant date.
   c. The patient must have received a Transvenous System within three (3) years of the registered S-ICD implant date and the implant was performed in the United States.
   d. The patient must not have had a previous claim submitted under the Risk Share Program.
   e. The hospital implanting the subsequent Transvenous System must submit a Credit Request Form (see Exhibit A) within 30 days of the registered Transvenous System implant date.

3. Program Term. The Risk Share Program is effective as of February 1, 2019 and will remain effective until terminated by Boston Scientific (the "Program Term"). Boston Scientific reserves the right to modify or terminate the program at any time, in its sole discretion.

3. Patient Coverage. If the Risk Share Program is terminated by Boston Scientific, all patients implanted with a S-ICD during the Program Term will remain covered under the Risk Share Program for the three-year period following their registered S-ICD implant date.

4. Payment. The Credit will be in the form of a credit memo for Boston Scientific product payable to the hospital that purchased the Transvenous System. The Credit will be made within 90 days after Boston Scientific's receipt of the Credit Request Form, and confirmation by Boston Scientific that the Transvenous System qualifies for the Credit. Boston Scientific has final adjudication of all claims and will only pay one (1) Credit per patient.

5. Obligation to Report Warranty Credit Discount on Devices. Credits earned under this Risk Share Program are intended to be discounts under the Anti-Kickback Statute Safe-Harbor regulations set forth in 42 C.F.R. 1001.952. The credit memo will be accompanied by a statement from Boston Scientific that shows the device to which the discount applies, and sufficient information to enable accurate reporting of the actual cost for all purchases of Boston Scientific devices. You agree that you will fully and accurately report all Credits in the costs claimed or charges made under any federal or state healthcare program and provide information upon request to third party reimbursement programs, including Medicare and Medicaid. You will be solely responsible for determining whether any discount you receive must be reported or passed on to payors.

Exhibit A

S-ICD Pacing Risk Share Program
Credit Request Form

You are submitting this form pursuant to Boston Scientific's S-ICD Pacing Risk Share Program. Certain criteria, terms and conditions apply to this program and the implanting hospital's eligibility to receive a credit thereunder. Those terms are set forth in the S-ICD Pacing Risk Share Program Terms and Conditions document, which also defines certain capitalized terms used in this form. The Terms and Conditions can be found at www.bostonscientific.com/sicdriskshare

If you have any questions about this Credit Request Form or the information that needs to be submitted with it, please contact the Boston Scientific CRM Warranty Administration Department at 1.800.CARDIAC (1.800.227.3422) x 22401 or warranty@bsci.com.

Please complete the following information:

Patient & Device Information:

Patient Name_____

S-ICD Model # / Serial #_____ /_____ Implant Date_____

Transvenous System Model # / Serial #_____ /_____ Implant Date_____

By signing below, I certify that the above information is true and attest to the following: The Transvenous System implanted on the date listed above was medically necessary due to the patient's need for bradycardia pacing (per established guidelines) or a need for anti-tachycardia pacing (ATP) per my judgment, which developed after the implant of the patient's S-ICD.

_____
Physician Signature

_____ _____
Printed Physician Name Date

_____ _____
Form Submitted By Contact Phone Number

Submit this application within 30 days of the new device implant to Boston Scientific via warranty@bsci.com; fax 651-582-2964; Warranty Administration, 4100 Hamline Ave N, St. Paul, MN 55112-5798. For questions, contact Boston Scientific at 1.800.CARDIAC (1.800.227.3422) x22401 or warranty@bsci.com.

This form may contain confidential patient information. Please treat this form with the same standards you would treat your protected health information (PHI). If this form is received in error, please immediately contact Boston Scientific at 651-582-2401 and destroy this form.