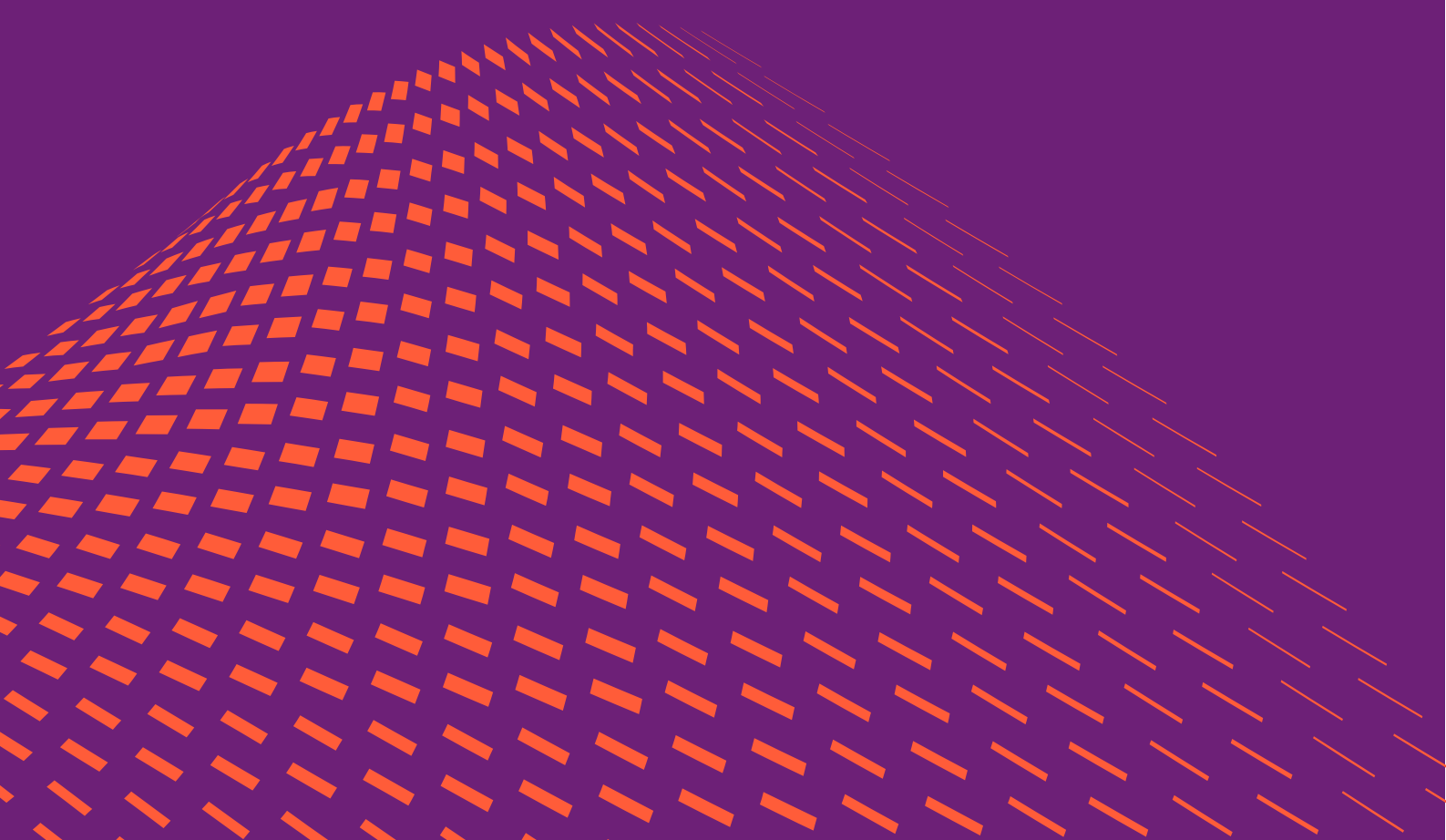




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LivaNova Terms and Conditions for Donations and Grants





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The following Terms and Conditions apply to all LivaNova Donations and Grants approved by the LivaNova regional Donation and Grant Committees, including;

- Educational Grants (monetary and in-kind)
- Research Grants
- Charitable Donations
- Product Donations

By entering into a Donation or Grant agreement, LivaNova and Recipient (collectively referred to as "The Parties") agree to comply fully with these Terms and Conditions.

The following Terms and Conditions will remain available on the LivaNova Donations and Grants website and a copy will be made available upon request.

1. Purpose and Disclosure

1.1. Recipient hereby represents and warrants that the Donation or Grant will be used exclusively for funding the educational, research, or charitable activity approved by LivaNova (the "Agreed Activity").

1.2. The Parties agree that all elements of the Agreed Activity are only for support of indigent care (via *bona fide* charitable organizations) or for scientific and/or educational purposes, and not for the purpose of promoting LivaNova's products or services, directly or indirectly.

1.3. Recipient hereby represents and warrants the Donation or Grant will not be used for:

- a) Direct or indirect promotion of LivaNova's products or services beyond what is approved by the LivaNova regional Donation and Grant Committee (e.g. banners for races).
- b) Support of off-label use of any product.
- c) Payment by Recipient of exhibit or display fees for its promotion and services.
- d) (If for a Grant) Support of charitable programs.
- e) (If for a Grant) Payment for organizational overhead, such as purchase of capital equipment, software, and non-medical staff training.

1.4. Recipient may only use the Donation or Grant for the Agreed Activity. Any change in the intended use of the Donation or Grant must be approved, in advance and in writing, by LivaNova.

1.5. In the event that the Agreed Activity is not conducted, Recipient shall return the Donation or Grant to LivaNova. The Agreed Activity must commence within one



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year of the delivery of the Donation or Grant. To the extent that the actual fees and/or costs associated with the Agreed Activity are less than the amount of the Donation or Grant, Recipient represents and warrants that such excess funds will be returned to LivaNova.

- 1.6. Recipient acknowledges and agrees that LivaNova may disclose details of this Donation or Grant and any payments made to Recipient as necessary to comply with any applicable law or regulation, including but not limited to applicable transparency laws and regulations and LivaNova's policies, as amended from time to time.

2. Ethics and Compliance

- 2.1. The Parties shall ensure that all use of the Donation or Grant funds and/or product complies with all applicable industry codes (including, but not limited to, the MedTech Europe Code of Ethical Business Practice, The AdvaMed Code of Ethics on Interactions with Health Care Professionals (US and China respectively), and The MECOMED Code of Business Practice) and all relevant local laws and regulations.
- 2.2. The Parties shall comply with all applicable disclosure requirements (including, but not limited to, the MedTech Europe Transparency reporting requirements, the US Sunshine Act reporting requirements, and the French Sunshine Act reporting requirements) as well as any other obligation relating to any beneficiaries of Donation or Grant funds to any professional body, institution, or government agency that requires such disclosure.
- 2.3. Where applicable, a Third Party Organized Educational Event must be approved by the relevant Conference Vetting System (such as the [EthicalMedTech Conference Vetting System](#) or the [MECOMED Conference Vetting System](#)). Where required, Recipient undertakes to submit the event for assessment under the EthicalMedTech Conference Vetting System or the MECOMED Conference Vetting System.
- 2.4. The Parties specifically agree that the provision of the Donation or Grant is not implicitly or explicitly linked to an agreement for Recipient to purchase, lease, recommend, prescribe, use, supply, or procure LivaNova's products or services, or used to reward past purchases, uses, orders, recommendations, or referrals.
- 2.5. Compliance, Anti-Corruption, Fraud, Abuse, and Related Sanctions. Recipient represents and warrants that he/she/it has not been involved in any past, current, or future violations of any anti-corruption laws by itself or any of its agents, representatives, consultants, or any other persons retained or paid by Recipient. In addition (and where applicable) Recipient's Officers and Directors represent and warrant that he/she/it has not been: (i) sanctioned within the meaning of Social Security Act Section 1128A or any amendments thereof; (ii) convicted of violating the federal Stark Law, federal False Claims Act, federal Anti-Kickback Statute, federal Health Insurance Portability and Accountability Act ("HIPAA") provisions, federal civil money penalties statute, or similar state laws; or (iii) debarred, excluded, or suspended from participation in any federal or state health care program. Recipient is familiar, and agrees to comply, with all applicable anti-corruption laws including but not limited to the United States Foreign Corrupt Practices Act ("FCPA"), the United Kingdom Anti-Bribery Act ("UKBA"), or the Italian Legislative Decree 231/2001



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(collectively referred to as the "Anti-Corruption Laws"), and will take all reasonable steps to ensure that each of its agents, representatives, consultants, or any other persons retained or paid by Recipient will not violate applicable Anti-Corruption Laws.

- 2.6. Disclosure. Recipient shall, within three (3) calendar days, notify LivaNova in writing in the event any representation or warranty made by Recipient under these Terms and Conditions shall no longer be true, correct, or complete.
- 2.7. Health Law Compliance. The Parties hereto acknowledge that no amount paid hereunder is intended to be, nor shall it be construed as, an offer or payment made, whether directly or indirectly, to induce the referral of patients, the purchase, lease, or order of any item or service, or the recommending or arranging for the purchase, lease, or order of any item or service. The Parties hereto certify that the terms of the Agreed Activity, and performance thereof, comply, and are consistent, with applicable laws, rules, and regulations including, but not limited to the Anti-Corruption Laws, as amended from time to time.
- 2.8. Compliance with Company's Policies and Standards. Recipient has been provided LivaNova's Code of Business Conduct and Ethics, which may be reviewed at <http://www.livanova.com/about-us/our-ethics/code-business-conduct-ethics>. Recipient shall work cooperatively with the personnel of LivaNova. Notwithstanding the foregoing, Recipient shall be free to work with any other company which manufactures, markets, and/or sells competitive products to those made by LivaNova, and in no event will any of the terms contained in the Code of Business Conduct and Ethics, which are specifically and exclusively applicable to LivaNova employees or agents, apply to Recipient.
- 2.9. The Parties expressly note, acknowledge, and agree that no funds made available hereunder to Recipient are a directly or indirectly agreed price concession, reward to Recipient or individuals thereof as a favored customer or inducements to recommend, prescribe or purchase LivaNova products or services in any fashion whatsoever. The Donation or Grant provided hereunder is not tied in any way to past, present, or potential future use of LivaNova's products or services.

3. Grants: Independent Selection

- 3.1. LivaNova shall not have any involvement in any way in the selection of the Health Care Professionals who will benefit from the Grant. For example, where the Grant is provided for the purpose of supporting a Health Care Professional's attendance at Third Party Organized Educational Events, Recipient shall be solely responsible for selection of participants.
- 3.2. Where Recipient is the organizer of the Third Party Organized Educational Event, Recipient shall be solely responsible for (i) the program content; (ii) the selection of podium speakers, moderators, and/or chair who present during a Third Party Organized Educational Event (the "Faculty"); and (iii) the payment of Faculty honoraria, if any. LivaNova shall not have any detailed involvement in determining the content of the educational program or the selection of Faculty.

4. Review and Verification Rights



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- 4.1. Upon request of LivaNova, Recipient shall provide to LivaNova a follow up report on the use of the Donation or Grant and/or adequate documentation (e.g., copies of booking documents, copies of original tickets, etc.) verifying that the Donation or Grant was used in accordance with these Terms and Conditions.
- 4.2. Subject to applicable laws and/or internal regulatory, tax, or auditing obligations LivaNova may have to abide by, Recipient agrees that LivaNova may itself, or through an independent third party, conduct ad hoc on-site reviews at any time in order to verify that the Donation or Grant was used in accordance with these Terms and Conditions. LivaNova's representative(s) conducting such reviews shall be given full access by Recipient to all information, premises, and employees as required by LivaNova for this purpose. Recipient shall comply with all reasonable requests, directions, and monitoring requirements of LivaNova and shall generally cooperate with and assist LivaNova in such reviews. LivaNova shall provide at least fourteen (14) calendar days' notice to Recipient of any review that it plans to conduct.

5. Term & Termination

- 5.1. These Terms and Conditions will become effective on the date upon which the application for the Donation or Grant is submitted by Recipient and will terminate upon the first to occur of one of the following: (1) completion of the Agreed Activity, or (2) three years from the date of delivery of the Donation or Grant where the Agreed Activity has not commenced, or (3) for cause, as defined by applicable law (applicable law defined by the LivaNova Legal Entity issuing the Donation or Grant), or (4) declination of Donation or Grant application.
- 5.2. LivaNova will have the right to deny or withdraw the Donation or Grant effective immediately at any time by written notice when:
 - a) A material breach by Recipient is not cured by Recipient within thirty (30) calendar days after receipt of written notice of breach from LivaNova. In that event, Recipient shall return immediately the balance of the Donation or Grant remaining as of the effective date of termination along with a detailed account of the funds already spent; or
 - b) (Where applicable) the event in question is not approved via the applicable conference vetting systems such as the EthicalMedTech Conference Vetting System or the MECOMED Conference Vetting System. In these circumstances, any unpaid funds will no longer be due and Recipient shall refund the amounts that have already been paid by LivaNova.
 - c) The event in question has been cancelled. In these circumstances, any unpaid funds will no longer be due. In the event that LivaNova has already paid part or the totality of the funds, Recipient shall refund the amounts.
 - d) Substantial evidence of a conflict of interest arises.
 - e) Recipient fails to provide the requested supporting or follow up documentation requested by LivaNova.

6. Indemnification and Excess Amounts

- 6.1. Indemnification. Recipient will indemnify and save harmless LivaNova, its officers, directors, employees, and agents against all liability, obligations, claims, loss and expense (including reasonable attorney's fees and other expenses) arising out of (i)



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acts or omissions, (ii) submission of wrong or untrue information of Recipient, (iii) any breach of these Terms and Conditions by Recipient, including those arising out of third party claims or actions, (iv) the performance of these Terms and Conditions or (v) any breaches of Recipient's representations, warranties, and covenants.

6.2. Excess Amounts. If at any time the receipt by Recipient of any amount under these Terms and Conditions was or is, or becomes, in violation of any applicable laws, regulations or policies, then LivaNova shall have no obligation to provide any amount higher than the amount, if any, permitted under such applicable laws, regulations, or policies. If any amount provided under this Agreement reasonably appears after review by LivaNova to contravene said applicable laws, regulations, or policies, the amount received by Recipient in excess of the amount permitted by such applicable laws, regulations, and policies shall be reimbursed by Recipient to LivaNova within thirty (30) calendar days of notice to that effect.

7. General Provisions

7.1. Waiver. None of the Terms and Conditions above may be waived except by a written agreement signed by The Party against whom enforcement of such waiver is sought. The failure or delay of either party in enforcing any of its rights under these Terms and Conditions will not be deemed a continuing waiver of such right.

7.2. Amendments. These Terms and Conditions may not be released, discharged, amended, or modified in any manner except by an instrument in writing signed by Recipient and an authorized representative of LivaNova.

7.3. Assignment: Recipient will not assign, transfer, or otherwise dispose of any of its rights, duties, or obligations under these Terms and Conditions without the prior written consent of LivaNova.

7.4. Severability. If any provision of these Terms and Conditions is, becomes, or is deemed invalid, illegal, or unenforceable, such provision will be deemed amended to conform to the applicable laws so as to be valid and enforceable, or, if it cannot be so amended without materially altering the intention of The Parties, it will be stricken and the remainder of the Terms and Conditions will remain in full force and effect.

7.5. Headings. Article and Section headings contained in these Terms and Conditions are included for convenience only and are not to be used in interpreting the Terms and Conditions.

7.6. Notices. Notices will be in writing and either sent by facsimile or registered mail, return receipt requested at the address provided.

7.7. Public Announcements. Recipient must not make any press release, statement, or public announcement including by means of advertising or sales promotional materials or any other way that mentions or refers to LivaNova or the names of its employees subject to LivaNova's prior written consent.

7.8. Non-Disparagement. Recipient undertakes and covenants to never, for any reason or under any circumstances, disparage LivaNova. Recipient also undertakes and covenants that it shall not take any actions or initiatives that could directly or indirectly prejudice, harm, or jeopardize the business reputation of LivaNova, their respective subsidiaries, or their products or services.

LivaNova

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