

THIS AGREEMENT (the “**Agreement**”) sets forth the terms and conditions governing the sale of the Nevro® Senza Spinal Cord Stimulation a System (the “**Device**”) by **NEVRO CORP.**, a Delaware corporation with a business office located at 1800 Bridge Parkway, Redwood City, CA 94065 (“**Nevro**” or “**Seller**”) to the purchaser listed on a Quote provided by Nevro (“**Purchaser**”).

1. GENERAL

1.1 Applicability of this Agreement. The offer and sale of the Device, and any components relating thereto (“**Components**”), as such Device and Components are described in the applicable quote or similar document provided by Nevro (the “**Quote**”), is conditioned upon the acceptance by the Purchaser of the terms and conditions set forth in this Agreement, and Seller hereby rejects all other terms and conditions (including any terms set forth on any purchase order or similar document provided by Purchaser). “**Components**” means individual components or accessories related to the Device that are sold individually by Seller and which are listed on a Quote, and may include a charging system, a patient remote programmer, and other ancillary components required for the operation of the implantable pulse generator that is part of the Device.

1.2 Purchase Orders; Acceptance. Purchaser agrees to purchase the quantity of the Devices and Components specified in purchase orders issued by Purchaser in connection with a Quote and that are accepted by Seller as set forth below (each, a “**Purchase Order**”). Purchase Orders may be submitted via fax, email or mail to Seller. Seller may accept or reject purchase orders in its sole discretion. A purchase order will only be deemed accepted by Seller (and thereby become a Purchase Order) if Seller delivers a signed purchase order or other written confirmation to Purchaser within fifteen (15) calendar days after receipt of such Purchase Order. All terms on any Purchase Order other than the description and quantity of Devices and Components ordered will not apply to the transactions under this Agreement and are hereby rejected.

1.3 Authorized Use. Purchaser shall not modify or reverse engineer, or permit or encourage others to modify or reverse engineer, the Device or Components. Purchaser shall not use the Device for the benefit of third parties that are not affiliated with or patients of Purchaser.

2. DELIVERY, RISK OF LOSS, PURCHASER ACCEPTANCE

2.1 Delivery Date. The requested delivery date for the Device shall be set forth by Purchaser in the applicable Purchase Order. Seller will provide an estimated delivery date to Purchaser at the time of Seller’s acceptance of the Purchase Order. Seller 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 Seller will use reasonable efforts to notify Purchaser in advance of any partial shipment.

2.2 Acceptance; Risk of Loss; Title. Seller shall deliver the Device to Purchaser Ex Works (EXW) (Incoterms 2010) and the delivery point shall be Seller’s facility (or such other delivery point of which Seller may notify Purchaser in Seller’s discretion). Shipment shall occur, and title to the Device and all risk of loss, damage to or destruction of the Device shall pass to Purchaser, at the delivery point. The Device shall be deemed accepted by the Purchaser upon shipment by Seller.

3. PRICING, TERMS OF PAYMENT, TAXES

3.1 Pricing. The prices payable for the Devices and any Components are listed on the Quote. Except as otherwise specified herein, (i) fees are quoted by Seller and payable by Purchaser in United States dollars; (ii) accepted Purchase Orders and payment

obligations are non-cancelable and fees paid are non-refundable; and (iii) Seller reserves the right to revise the prices as specified on the Quote. The Parties acknowledge and agree that the applicable laws, including without limitation the federal anti-kickback statute, 42 U.S.C § 1320a-7b(b), prohibit certain activities in connection with referring or arranging for business paid for or by a federal health care program. To the extent permitted by applicable laws, including 42 C.F.R §1001.952(h) (the “discount safe harbor” to the federal anti-kickback statute), and if mutually agreed in writing by Seller and Purchaser, the prices for Devices and Components subject to Purchase Orders may include certain price concessions or discounts and/or a retrospective payment at the time of sale (each a “**Price Concession**”) on the purchase price of the Devices or Components.

3.2 Pricing Disclosure. (a) Purchaser acknowledges that, by law, it is required to disclose, in any cost reports or claims for reimbursement submitted to Medicare, Medicaid, or certain other health care programs, the cost (including Price Concessions or any other price reductions) of any Device or Components purchased under this Agreement or any Purchase Order 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 reflecting such costs for Devices or Components, as applicable. Purchaser may receive subsequent documentation under some programs reflecting adjustments or allocations to the Price Concessions available hereunder. (b) In preparing any documentation referred to in Section 3.2(a), Purchaser may be required to evaluate as a discount, for cost-reporting purposes, the value of any Device or Component listed as \$0.00 on any invoice. (c) Purchaser shall not include as a discount, for cost-reporting purposes, the value of any item that is provided by Seller and designated as a sample, or that Purchaser knows constitutes a sample, nor should it seek reimbursement for any such items. (d) Purchaser shall retain a copy of this Agreement and any other documentation provided by Seller regarding any Price Concessions provided under this Agreement or any Purchase Orders for Devices or Components. Upon Purchaser’s reasonable request in writing, Seller shall provide reasonable additional information to Purchaser if and to the extent required to assist Purchaser to meet its reporting or disclosure obligations under this Section 3.2.

3.3 Invoicing and Payment. Unless otherwise agreed to in writing by Seller and Purchaser, invoices will be generated by Seller and mailed electronically to Purchaser upon Seller’s acceptance of each Purchase Order in accordance with Section 1.2. Unless otherwise stated in an accepted Purchase Order, invoiced charges are payable thirty (30) days after the invoice date. Purchaser is responsible for timely payment of all invoiced charges and for maintaining complete and accurate billing and contact information on file with Seller.

3.4 Disputes. Seller must receive written notice of any disputed charges from Purchaser within fifteen (15) days after the invoice date or Purchaser shall be deemed to have waived its right to dispute charges. Notwithstanding any dispute, Purchaser 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. Seller and Purchaser shall use best efforts to promptly resolve any disputed charges. Purchaser may not set off any amounts due hereunder.

3.5 Late Payment. Any fees not paid when due may accrue interest at the rate of 18% per annum, compounded monthly, or the maximum rate permitted by law, whichever is lower. In addition, in the event that Purchaser fails to make any payment to Seller when due, then Seller will have no obligation to continue performance under this or any agreement with Purchaser.

4. LEGAL COMPLIANCE. Purchaser will comply with all applicable federal and state laws and regulations with respect to the Devices and/or Components, including all export laws and the Federal Food, Drug and Cosmetic Act, the Prescription Drug Marketing Act and fraud and abuse laws. Purchaser represents that it has not been excluded from participating in any “federal health care program,” as defined in 42 U.S.C. § 1320a-7b(f), nor any other federal or state government payment program, and that it is eligible to participate in the foregoing programs. If Purchaser is excluded or becomes otherwise ineligible to participate in any such program during the term of this agreement, Purchaser will notify Seller of that event within thirty (30) days. Upon occurrence of that event, whether or not such notice is given, Seller may terminate this agreement effective upon written notice to Purchaser.

5. WARRANTY

5.1 Limited Warranty. Seller makes no express warranty to Purchaser and disclaims all implied warranties, including any warranty of merchantability or fitness for a particular purposes, whether arising from common law, custom, or otherwise. Seller provides a limited warranty with the Device 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 to be provided in connection with the shipment of the Device (the “Limited Warranty”).

6. LIMITATIONS OF LIABILITY. THE TOTAL LIABILITY OF SELLER, INCLUDING ITS SUBCONTRACTORS OR SUPPLIERS, ON ANY AND ALL CLAIMS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR PATENT INFRINGEMENT) OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY AGREEMENT RESULTING HERE FROM OR FROM THE MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT OR USE OF ANY DEVICE OR COMPONENT RELATING THERETO SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE PURCHASE ORDER WHICH DIRECTLY GIVES RISE TO THE CLAIM. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR PATENT INFRINGEMENT) OR OTHERWISE, SHALL SELLER, OR ITS SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE DEVICE OR ANY COMPONENT OR ANY ASSOCIATED EQUIPMENT OR SOFTWARE OR DATA, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER OR DOWNTIME COSTS FOR SUCH DAMAGES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM. PURCHASER ACKNOWLEDGES THAT THESE LIMITATIONS OF LIABILITY REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT SELLER WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

7. FORCE MAJEURE. Seller will use reasonable efforts to complete shipment of Devices and Components in accordance with the requested delivery dates, but will not be liable for any loss or damage for delay in delivery, inability to implant or any other failure 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 or supplies.

8. CONFIDENTIAL INFORMATION. Purchaser shall hold the following information in strict confidence and not disclose the same to any other person or entity except as provided herein: all

information, pricing and terms relating to or contained in this Agreement, including any attached Purchase Orders; all data, trade secrets, financial data, pricing, business plans or any other information received from Seller in connection with this Agreement (collectively, “**Confidential Information**”). Notwithstanding the above, Purchaser may disclose Confidential Information: (i) to the personnel within its organization 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 the disclosing party requires any such recipient to use the information solely for these purposes and to keep it strictly confidential; (ii) as required by law, provided that the disclosing party provides reasonable prior notice to the other party to enable such other party to attempt to prevent or limit the disclosure and the disclosing party assists the other party upon request in seeking relief from or limiting the disclosure; and (iii) with the prior written consent of Seller.

9. GENERAL. Seller retains all right, title and interest in and to any and all intellectual property rights in and covering the Device and all Components. Purchaser may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any rights or obligations under this Agreement without the prior written consent of Seller. Any purported assignment, transfer or delegation by Purchaser shall be null and void. Seller shall have the right to assign this agreement and/or delegate any or all of its obligations hereunder without Purchaser’s consent and without prior notice to Purchaser. 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 applications 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. 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. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or

NEVRO CORP. TERMS AND CONDITIONS OF SALE

oral, concerning the subject matter of this Agreement. In the event of any conflict or inconsistency between this Agreement and any

Purchase Orders, acknowledgments, or similar documents, the terms of this Agreement shall govern.