

THE MOTIVA USA FEMTECH FREEDOM PROGRAM

This document (the “**Terms & Conditions**”) describes the terms, conditions, and claim procedure for the Motiva USA Femtech Freedom Program (the “**Program**”). The Program is offered by Motiva USA, LLC, a subsidiary of Establishment Labs Holding Inc., (“**Motiva**”) and is only available to patients who are implanted with Motiva Implants® in the U.S. (including Puerto Rico) who have enrolled in the Motiva’s Health Program Plus, as described in the terms and conditions found at www.motivausa.com (a “**Health Program Plus Participant**”). The Program is intended to enable a Health Program Plus Participant’s choice by providing financial support in the event they elect to remove their implants during the Program Validity Period (defined in Section 1).

1. PROGRAM OVERVIEW & PROGRAM CREDIT

Under the Program and subject to these Terms & Conditions, an eligible Health Program Plus Participant who elects for any reason to have a Qualified Explant (defined in Section 2) can receive financial support (the “**Program Credit**”) towards the cost of a Qualified Explant. Except where limited or prohibited by law, the Program Credit shall comprise a payment of up to two-thousand and five hundred US Dollars (USD \$2,500) for the purpose of directly offsetting the costs associated with explanting Motiva breast implants from patients enrolled in the Motiva Health Program Plus warranty (the “**Qualified Implants**”).

With respect to each Health Program Plus Participant, the Program Credit benefit shall be available for a period of two (2) years from the date of the original implantation of a Qualified Implant (without regard to any later revision surgery dates (the “**Validity Period**”). In no event shall the Validity Period exceed two (2) years from the date of the Health Program Plus Participant’s initial implantation with the Qualified Implants.

2. ELIGIBILITY

A Health Program Plus Participant’s eligibility to receive a Program Credit is strictly subject to compliance with the following criteria and the Claim procedure referenced in Section 6. An explant procedure for removal of the implants which satisfies all of the below eligibility conditions and is not otherwise excluded under Section 3 shall be referred to as a “**Qualified Explant**.”

- By registering for the Health Program Plus and/or initiating any Claim under this Program, each Health Program Plus Participant accepts and agrees to comply in full with these Terms & Conditions.
- A Health Program Plus Participant must elect to have the implants completely and permanently removed and undergo the Qualified Explant procedure during the Validity Period in order to claim the Program Credit.
- Any explant procedure which is covered in whole or in part by private, public, government or social insurance benefits or reimbursement is explicitly excluded from the Program and will not qualify for the Program Credit.
- If the Health Program Plus Participant received two (2) Qualified Implants, both Qualified Implants must be explanted to receive the Program Credit.
- The Health Program Plus Participant must not intend to receive, actually receive, or undergo

a revision surgery involving, any replacement, substitute, new or alternate breast implants (of any brand) and must intend to remove the Qualified Implants to remain without breast implants indefinitely.

- In order to limit fraud, misrepresentation and abuse, the explant procedure must be performed by appropriately qualified and licensed medical professionals who affirm their adherence to these Terms & Conditions, as set forth in the Claim forms (each, an “**Explanting Clinician**”). See Section 5 for more information.

3. EXCLUSIONS AND LIMITATIONS

The following Program exclusions apply:

The Program is void where prohibited by law and has no cash value. For purposes of initiating a Claim and receiving the Program Credit, the location of explant and/or the Health Program Plus Participant’s residence shall control to verify compliance with applicable laws for a Program Credit to be issued to the Health Program Plus Participant. Based on the foregoing, and whether prohibited by law or these Terms & Conditions, if a Health Program Plus Participant is ineligible to receive the Program Credit in their applicable location, the Claim shall be denied.

In no event shall the Program Credit be remitted to the Health Program Plus Participant in advance of the Qualified Explant. Health Program Plus Participants seeking a Program Credit are encouraged to complete the pre-qualification portion of the Claim procedure referenced in Section 6 to confirm eligibility, including in connection with receipt of genuine implants, valid enrollment and registration in the Health Program Plus in advance of the Registration Deadline, no state exclusion, continuity of the Validity Period, non-use of an Excluded Clinic, and other Qualified Explant criteria as set forth herein. For the avoidance of doubt, the Qualified Explant must be performed within the Validity Period to qualify for the Program Credit. The Program will not apply to any Qualified Implants implanted, or explants performed, without adherence to Motiva’s then-current Directions for Use (“**DFU**”) and surgical manuals applicable to the Qualified Implants.

The Program only applies to the surgical procedure for the complete and permanent removal of the Qualified Implants. By accepting these Terms & Conditions, Health Program Plus Participants acknowledge that there may be other procedures that may be necessary or appropriate in the medical professional’s judgment (such as the replacement or revision of the implants or other medical or surgical procedures) and which are not covered by the Program or Program Credit.

The Program will not apply in case the removal of the Qualified Implants is totally or partially covered by insurance, reimbursement system, or similar scheme. Therefore, Motiva will deny the award of the Program Credit to any Health Program Plus Participant who benefits from total or partial insurance, reimbursement system, or similar scheme covering the removal of the implants. Motiva reserves the right to investigate and request restitution of any amount provided in relation to Health Program Plus Participants who benefit from private or public insurance, reimbursement system, or similar scheme for the removal of the Qualified Implants.

The Program applies to Qualified Explant procedures performed by Explanting Clinicians who have adhered to these Terms & Conditions. Motiva may, in its sole and absolute discretion, decline to issue the Program Credit (a) to any patient which uses a surgeon who (i) is not licensed to perform Qualified Explant procedures in the applicable Health Program Plus Participant’s location, (ii) has been debarred, excluded from any government healthcare program, or subject to

any disciplinary action or legal enforcement action relating to the practice of medicine or surgery, fraud or abuse of public or private funds, corruption or bribery, crimes of moral turpitude, regulatory violations (including off-label use of medical devices or pharmaceuticals), or violent crimes, (iii) in Motiva's sole and absolute discretion, is suspected of engaging in fraud or abuse relating to the Program or (iv) raises concerns, in Motiva's sole and absolute discretion, with respect to compromising patient safety (e.g., as a result of patient complaints or similar evidence) and/or the safe and effective use of Motiva's products (an "**Excluded Clinic**"); or (b) directly to any Health Program Plus Participant who elects to have the Qualified Implants removed at an Excluded Clinic. If a Health Program Plus Participant's Claim is denied at the pre-qualification stage of the Claim procedure referenced in Section 6 solely on the basis that an Excluded Clinic was selected as the Explanting Clinician, such Health Program Plus Participant may re-apply for the Program Credit after selecting an alternate Explanting Clinician. It is the Health Program Plus Participant's sole responsibility to verify that the Explanting Clinician is not an Excluded Clinic by initiating a Claim and obtaining Motiva's determination of pre-qualification prior to undergoing the explant procedure in order to preserve eligibility for the Program Credit.

Motiva reserves the right, in its sole discretion, to deny the issuance of multiple Program Credits to any individual Health Program Plus Participant, including but not limited to any Health Program Plus Participant who elects to purchase new Qualified Implants (i.e., excluding any implants received as part of a Motiva warranty program) at any time after previously undergoing a Qualified Explant for which a Program Credit was remitted.

Except as explicitly set forth in this paragraph, Health Program Plus Participants may not combine the Program Credit with any other benefits offered by Motiva, including warranty benefits. Issuance of the Program Credit shall disqualify a Health Program Plus Participant from receiving any additional claimed benefits under any other Motiva warranty or benefit program with respect to the applicable Qualified Implants, including with respect to any procedures performed prior to the issuance of the Program Credit. Notwithstanding the foregoing, a Health Program Plus Participant shall remain eligible for a Program Credit if such Health Program Plus Participant applies for and receives Motiva warranty benefits or other benefits offered by Motiva's policies from time to time; provided, however, that the Validity Period shall not be extended in such cases.

For clarification, if a Health Program Plus Participant receives any no cost replacement implant under any Motiva Warranty Program covering the originally implanted Qualified Implants, the applicable Validity Period to complete a Claim procedure to qualify for a Program Credit with respect to a Qualified Explant to remove the replacement implants shall be calculated from the implantation date of the originally registered Qualified Implants and not from the date of implantation of the replacement implants offered under Motiva's warranty programs.

4. INDEPENDENT PROGRAM; NO WARRANTY

The Program, while included as part of Motiva's Health Program Plus offering, is not a warranty and is a stand-alone and independent policy. Qualified Implants are still subject to the terms and conditions of the Motiva Health Program Plus Warranty, which remain unaffected by this Program.

The Program is also separate from any contract between the Health Program Plus Participant and third parties, including any medical professionals or institutions for providing surgical services to the Health Program Plus Participants, and does not limit or exclude any warranties or representations established under such contracts. Motiva is neither part of any contract between the Health Program Plus Participant and third parties, including for surgical services to implant or

remove Qualified Implants, nor does Motiva advise or otherwise influence such third parties or the Health Program Plus Participants in regard to any surgical services in connection with Motiva's products. The Program is intended as a courtesy benefit to support Health Program Plus Participants in Femtech, health and well-being and is not intended, and shall not to the maximum extent permitted by law, be construed as a promotional practice, kickback, rebate or reward.

5. EXPLANTING CLINICIANS; FIXED BENEFIT AMOUNT

In certain jurisdictions, Health Program Plus Participants may be able to locate potential Explanting Clinicians via Motiva's searchable medical professional locator database, available at www.motivausa.com.

For the avoidance of doubt, the physicians and clinics listed in Motiva's searchable database are not complete or exhaustive and Motiva cannot guarantee that the information represented by third party clinicians on its website is current or accurate. Health Program Plus Participants must verify all information, including pricing and explant costs, with their selected clinician directly. Motiva does not endorse, approve, favor or recommend any particular medical professionals and does not offer any medical advice, background or licensing checks, or recommendations. In no event shall Motiva or its affiliates or representatives be liable or responsible with respect to the performance of any clinical procedure by a third-party healthcare professional, including but not limited to claims of malpractice. Subject to Section 3 above, any medical professional who complies with these Terms & Conditions and affirms the truthful and accurate submission of Claim data may qualify as an Explanting Clinician for purposes of the Program, including physicians not listed in the online locator database

Health Program Plus Participants are encouraged to seek the advice of a licensed medical professional with respect to clinical judgment, patient safety and suitability for any medical procedure, potential risks and benefits of any Qualified Explant, procedure recovery times, prescription of medication or anesthesia, and related matters. Each Health Program Plus Participant's healthcare provider should advise whether any ancillary procedures are or are not necessary or preferred in connection with a Qualified Explant for either health or aesthetic purposes.

Motiva does not set or influence any medical professionals' procedural or service costs, overhead or facility costs. The Program Credit is fixed independent of the aggregate cost of the Qualified Explant. Accordingly, Health Program Plus Participants are encouraged to discuss all procedure, medication and facility costs with one or more medical professionals in addition to seeking the Program Credit. Motiva is not liable to any Health Program Plus Participant or third party for the cost of any procedure (including explant) not covered by or within the Program Credit, or for which a Claim was denied for noncompliance with these Terms & Conditions.

6. CLAIM PROCEDURE

Health Program Plus Participants may initiate a request for a Program Credit (a "**Claim**") by visiting <https://motivausa.com/contact-us>. Both the Health Program Plus Participant and the Explanting Clinician must verify the criteria in Sections 2 and 3 above as part of Claim process. Motiva may, in its sole discretion, require the submission of supporting documentation in order to validate and/or document any eligibility criteria, the absence of exclusion criteria or compliance with applicable laws or regulations prior to approving any Claim. All Claims must be initiated prior to the conclusion of the Validity Period and full verification details must be submitted no later than 180 days following the conclusion of the Validity Period to qualify for the Program

Credit.

All Claims shall be subject to an initial pre-qualification check which, if approved, must be followed by a verification submission following the Qualified Explant to confirm eligibility to receive the Program Credit

As part of the initial pre-qualification step in the Claim procedure, the Health Program Plus Participant must submit, among other things,

- Accurate information or documentation to verify the Health Program Plus Participant's identity, receipt of Qualified Implants and timely registration for the Program prior to the Registration Deadline, such as the device serial and lot numbers and registration e-mail address. Such information can be derived from electronic records, transponder readings, and Qualified Implants purchase and delivery records with the help of the medical professional that performed the implantation.
- The Health Program Plus Participant's location of implantation and proposed location of explant, in order to verify geographical eligibility.
- The name, clinic address, telephone number and email address of the Explanting Clinician in order to confirm such Explanting Clinician is not an Excluded Clinic. An acknowledgement that the Health Program Plus Participant has no plans to, and shall not, receive any substitute or replacement breast implants in connection with the explant procedure or at any point in the future. Confirmation that the explant procedure shall not be covered by private or public insurance, reimbursement system, or any similar scheme.
- As part of the verification step in the Claim procedure, each Health Program Plus Participant and designated Explanting Clinician must affirm, among other things, (1) that all facts in the Claim are true and correct, (2) that a Qualified Explant was duly completed within the Validity Period, (3) that the explant procedure was not covered by insurance or healthcare program reimbursement, and (4) that the Health Program Plus Participant did not receive replacement or substitute breast implants from the Explanting Clinician or any other medical professional in connection with the explant or otherwise. The Health Program Plus Participant must further acknowledge the designated payee of the Program Credit and the bank account to which the Program Credit will be remitted. Motiva may, in its sole and absolute discretion, require proof of invoice or other documentation to evidence the completion and/or cost of the Qualified Explant.
- Motiva shall engage in commercially reasonable efforts to issue a determination with respect to prequalification eligibility and/or final Claim verification and approval within fifteen (15) business days following complete and accurate submission of all information requested under the Claim procedure and associated forms. If any of the required eligibility or verification information is missing or incomplete or requires additional review or verification, Motiva will make up to three (3) attempts to reach the Health Program Plus Participant via such Health Program Plus Participant's indicated e-mail address in order to request the missing, incomplete or supporting details to enable Motiva to make a determination pursuant to these Terms & Conditions. If no response is received after the third attempt or if the Health Program Plus Participant fails to submit all requested information within a reasonable period not to exceed 180 days following the conclusion of the Validity Period, Motiva will deny and close the Claim. Health Program Plus Participant is responsible for causing their designated Explanting Clinician to timely

complete and submit the Claim form(s) required to be submitted by the Explanting Clinician. No Program Credit shall issue unless the Explanting Clinician has submitted verification of the Qualified Explant.

- Motiva reserves the right to investigate and request additional evidence and documentation, particularly in the event of large numbers of Claims made with respect to a particular medical professional or medical institution. Additional time required for such investigation and request shall not affect the Health Program Plus Participant's Claim.

For guidance on providing the necessary information and verification documentation, Health Program Plus Participants and their medical professionals may request support here: <https://motivausa.com/contact-us>. Motiva encourages Health Program Plus Participants to submit and resolve any questions related to their eligibility for the Program before a removal surgery is scheduled.

7. PAYMENT

Subject to the criteria and exclusions in these Terms & Conditions, the Program Credit shall be remitted in the amount of the lesser of: (a) Two-Thousand Five Hundred U.S. Dollars (USD \$2500) or (b) the actual fees charged by the Explanting Clinician for the Qualified Implant removal. Motiva shall issue the Program Credit within sixty (60) calendar days of its final approval and verification of a Claim.

The Health Program Plus Participant is solely responsible for providing accurate and complete information within the Claim procedure regarding the payee bank account to which the Program Credit shall be remitted. Motiva is not responsible for any errors, typographical or otherwise, in the payee information or in the misdirection of funds due to such error. Motiva's sole obligation with respect to the remittance of the Program Credit shall be to wire or otherwise initiate a funds transfer in the amount of the Program Credit to the payee information exactly as listed in the Claim verification. Motiva shall have no obligation to reverse any payment, recover any lost or misdirected funds or duplicate any payment not received by the intended payee for any reason other than Motiva's sole and direct error. Motiva shall have no liability in respect of payments or debts owed between a Health Program Plus Participant and their designated Explanting Clinician. Health Program Plus Participant is solely responsible for remitting full payment to their Explanting Clinician for any costs associated with the Qualified Explant.

The Health Program Plus Participant shall be solely responsible for the payment of any taxes or tax liabilities associated with receipt of the Program Credit or its equivalent and shall pay any and all income, value added, stamp, or similar taxes that are due and payable under applicable laws or tax codes in the Health Program Plus Participant's jurisdiction.

8. PROGRAM MODIFICATIONS

Subject to applicable laws, Motiva reserves the right to modify, cancel, update, terminate, limit or otherwise discontinue (each, a "**Modification**") the Program at any time, without notice to or consent of the Health Program Plus Participant or any third party, and including with effect to Health Program Plus Participants who previously registered for the Program prior to the Modification. Unless and to the extent retrospective, the Modification is prohibited by applicable law in respect to a particular Health Program Plus Participant's case, the most recent version of these Terms & Conditions available on Motiva's website shall govern and control all Program benefits applicable to such Health Program Plus Participant.

Where Motiva initiates a Modification applicable to Health Program Plus Participants that have previously registered for the Program, Motiva will engage in reasonable efforts to provide notice of such Modification to such Health Program Plus Participants in writing via the email addresses associated with the Health Program Plus Participant's registration accounts and/or via the Motiva website and such Health Program Plus Participants shall have the right to terminate their participation in the Program upon receipt of any such notice. Nothing contained in these Terms & Conditions, or any other instrument shall be construed as an obligation of Motiva to maintain the Program for any particular period of time.