

# Co-op Marketing Reimbursement Request Form



Submission Date:

Submitted By:

Practice Name:

Precision Pulse Level:

All submissions must include:

1. This form (Co-op Marketing Reimbursement Agreement & Request Form)
2. Proof of payment (i.e. paid invoices and itemized receipts)
3. Copy of final advertisements

Send to [co-opmarketing@neurostar.com](mailto:co-opmarketing@neurostar.com)

Marketing Type	Description	Activity Date	Vendor	Proof of Payment	Amount Paid

## For Internal Use Only:

Customer Account #:

Customer Name:

Vendor #:

Qualifying Quarter:

Precision Pulse Level:

Date Received:

*Reimbursement Percentage: up to 50% reimbursement based on Precision Pulse level*

Maximum Spend Level:

Reimbursement Eligibility:

Actual Verified Amount Spent:

50% of Total:

Amount to be Reimbursed:

Additional Notes:



# Co-op Marketing Reimbursement Agreement



This Co-Op Marketing Reimbursement Agreement (this "Agreement") is made and entered into as of \_\_\_\_\_ (the "Effective Date") by and between \_\_\_\_\_ ("Customer") and Neuronetics, Inc. ("Neuronetics") (each a "Party" and together the "Parties").

## RECITALS

**WHEREAS**, Customer participates in Neuronetics' Precision Pulse Program ("NPPP"), including the joint marketing and education component of the NPPP (the "Co-Op Advertising Program").

**WHEREAS**, the Parties believe engaging in joint education and marketing initiatives under the Co-Op Advertising Program will enhance patient knowledge of, and access to care with, NeuroStar® Advanced Therapy.

**WHEREAS**, Customer is requesting reimbursement for eligible out-of-pocket expenses incurred in the production and publication of eligible joint education and marketing collateral under the Co-Op Advertising Program ("Subject Advertisements").

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound hereby, the Parties agree as follows:

## AGREEMENT

1. The terms and conditions of the Co-Op Advertising Program are incorporated by reference, and made a part hereof as if fully set forth herein (the "T&Cs").
2. Each of the Parties has a bona fide, legitimate need to produce and publish the Subject Advertisements for its own educational and marketing purposes.
3. Customer represents and warrants that (a) Customer is in compliance with the T&Cs; (b) the Subject Advertisements are eligible for reimbursement under the Co-Op Advertising Program; (c) Customer has submitted true and correct specimens of the Subject Advertisements and invoices for the production and publication thereof; (d) the Subject Advertisements are general public-facing advertisements and marketing collateral and are not targeted at Customer's existing patients or federal healthcare provider beneficiaries; and (e) the invoices submitted to Neuronetics to document and support Customer's Reimbursement Request (as defined below) represent bona fide third party expenses paid by Customer to produce and/or publish the Subject Advertisements which have been, or will be, timely paid by Customer.
4. The Parties acknowledge and agree that nothing in this Agreement is intended to induce or reward referrals or to constitute any other conduct prohibited under the federal Anti-Kickback Statute, 42 U.S.C. 1320a-7b(b), its implementing regulations, or any similar laws enacted by any U.S. state. The Parties acknowledge and agree that Reimbursement Request (as defined below) constitutes a discount on Customer's NeuroStar Treatment Session purchase(s) from Neuronetics under the NPPP and will be reflected on Customer's next NPPP discount report. Customer acknowledges that the Discount Safe Harbor of the Federal Anti-Kickback Statute requires that certain discounts, including certain rebates and reductions in price, be reported and/or passed on to Federal and State health care programs such as Medicare and Medicaid. As a condition of this Agreement, Customer understands and agrees that, to the extent applicable, it will properly disclose discounts and rebates, and reflect such discounts and rebates in costs claimed or charges made, under Federal and State health care programs in accordance with Federal and State laws. The reporting requirements for discount programs for medical products reimbursed by federally funded healthcare programs are defined by federal regulations under the Federal Anti-Kickback Statute, 21 C.F.R. §1001.952(h). Neuronetics will refrain from doing anything that impedes Customer from meeting its obligations under the federal Anti-Kickback Statute, and its implementing regulations, with respect to discounts received under this Agreement.
5. Customer is requesting reimbursement for the Subject Advertisements in the aggregate amount of \$ \_\_\_\_\_ (the "Reimbursement Request").

**IN WITNESS WHEREOF**, the Parties hereto have executed this Co-Op Marketing Reimbursement Agreement as of the Effective Date.

### CUSTOMER

Entity: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### NEURONETICS

Neuronetics, Inc.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_