THE SIENTRA PLATINUM20™ (CANADA) PRODUCT REPLACEMENT AND LIMITED WARRANTY PROGRAM FOR SIENTRA SILICONE GEL BREAST IMPLANTS

This document sets forth the terms, conditions, scope, coverage and claim procedures of the Sientra Platinum20 (Canada) Product Replacement and Limited Warranty Program (the "Platinum20 Program").

1. Effective Date and Applicability

Subject to the terms and conditions set forth herein, the Sientra Platinum20 Program automatically applies to all Sientra Silicone Gel Breast Implants that are implanted in a patient in Canada on or after March 23, 2022. No action is required on the part of the patient to be enrolled in the Program.

2. Scope of Covered Events

Provided the qualifying requirements of Section 3 are met, the following events, as defined for the purposes of this document (the "Covered Events"), are covered by the Sientra Platinum20 Program:

A. **Rupture:** Any actual or suspected loss of integrity of the implant shell clinically diagnosed by the patient's surgeon and confirmed by either (i) an MRI, or other acceptable diagnostic imaging method, or (ii) photographs acceptable to Sientra of the implant(s) immediately following explant surgery.

B. **Capsular Contracture**: Baker Grade III or Baker Grade IV capsular contracture forming at least three (3) months after implant surgery, clinically diagnosed by the patient's surgeon and confirmed by photographs acceptable to Sientra showing the appearance of the breast immediately prior to explant surgery. Covered Events do not include other surgical issues, including but not limited to, any malposition that is present post-implantation, implants that have not settled in their pocket, under-dissected pockets, superior malposition or tight pockets. Any capsular contracture forming prior to the three (3) month anniversary of the implant surgery will not be considered a capsular contracture Covered Event.

C. **Double Capsule**: The formation of two layers of fibrous tissue around the implant as a result of separation of the initial capsule of fibrous scar tissue formed during the normal healing process, that has been clinically diagnosed by the patient's surgeon and confirmed by intraoperative photograph(s) acceptable to Sientra.

D. **Late Forming Seroma:** The formation of a clinically significant seroma (typically 50cc's of serous fluid or more) at least twelve (12) months after implant surgery, and with no intervening surgical procedures performed on the breast, that has

been clinically diagnosed by the patient's surgeon and confirmed by photographs, pathology, or other reports acceptable to Sientra. Any seroma forming prior to the twelve (12) month anniversary of the implant surgery will not be considered a late forming seroma Covered Event.

E. **BIA-ALCL:** The presence of Breast Implant Associated-Anaplastic Large Cell Lymphoma, clinically diagnosed by the patient's surgeon and confirmed by immunohistochemistry (IHC) staining or flow cytometry for CD30, and cytology with cell block preparation.

Notwithstanding the foregoing, the Sientra Platinum20 Program does NOT apply to any of the following:

- Any events, adverse reactions or injury other than a qualifying Covered Event described in Sections 2(A)-(E)
- Removal of intact implant(s) for any reason other than those specified in Sections 2(A)-(E) including, but not limited to, Baker Grade I or Baker Grade II capsular contracture, style or size change, wrinkling or rippling, or dissatisfaction;
- Rupture caused by patient trauma, improper implantation or operative procedures;
- Rupture resulting from open-capsulotomy or closed-compression-capsulotomy procedures, or any other procedure for which there is a warning, precaution or contraindication in Sientra Silicone Gel Breast Implant's Instructions for Use;
- Damage that occurs during, or due to, any re-operative procedure;
- Explantation and subsequent re-implantation of any Sientra Silicone Gel Breast Implant;
- Events or injury covered by insurance, reimbursed by insurance, or for which the healthcare provider has waived any costs or fees.

Determination of whether an event is a Covered Event that is not otherwise excluded by this Section 2 lies in the sole discretion and judgment of Kai Aesthetics, Inc. ("Kai").

3. Qualifying Covered Events

In order for a Covered Event to qualify under the Sientra Platinum20 Product Replacement and Limited Warranty Program, the following criteria must be satisfied:

A. The implantation, and all subsequent procedures, must have taken place in the Canada on or after March 23, 2022;

B. The implantation, and all subsequent procedures, must have been performed by licensed physicians who are Board-certified in the specialty of Plastic Surgery, or who are otherwise Board-admissible in the specialty of Plastic Surgery (e.g., by virtue of having completed the training and other prerequisites required for permission to take Board examinations);

C. The implantation, and all subsequent procedures, must have been performed in accordance with the Sientra Silicone Gel Breast Implant Instructions for Use in effect at the time of the procedure and all applicable professional standards of care;

D. The patient's surgeon must have completed within sixty (60) days of the implant surgery, Sientra's Device Tracking and Limited Warranty Enrollment Form;

E. The claims procedure set forth in Section 6 must have been followed, including obtaining Sientra's pre-authorization and returning the explanted product(s) and other required documentation within thirty (30) days of the explant procedure; and

F. The patient must sign a full release for any further liability related to the explanted product(s) in return for receipt of the benefits provided under the Sientra Platinum20 Program (the "Release").

NOTE THAT IN THE EVENT THAT ANY ONE OF THE ABOVE CONDITIONS (A)—(F) OF THIS SECTION 3 ARE NOT MET, AN OTHERWISE COVERED EVENT WILL NOT QUALIFY FOR BENEFITS PROVIDED FOR IN THE SIENTRA PLATINUM20 PROGRAM. DETERMINATION OF WHETHER A COVERED EVENT IS A QUALIFYING COVERED EVENT UNDER THIS SECTION 3 LIES IN THE SOLE DISCRETION AND JUDGMENT OF KAI.

4. Product Replacement Program Coverage

For all qualifying rupture Covered Events, replacement product will be provided free-of-charge for the lifetime of the patient. For all other qualifying Covered Events (capsular contracture, double capsule, late forming seroma, and BIA-ALCL), replacement product will be provided free-of-charge for a term of twenty (20) years from the date of the patient's qualifying surgery.

When a patient qualifies for a no-charge replacement product, replacement of the contralateral implant free-of-charge shall also be provided at the surgeon's request.

Replacement products provided under the Sientra Platinum20 Program may be of any size or style. If the size or style of the replacement products selected by the patient is no longer available, then replacement implants of the most comparable size and style manufactured by Sientra will be provided.

All replacement implants provided under the Sientra Platinum20 Program (limited to two (2) per qualifying surgery) shall be shipped in accordance with the standard shipping policies.

All replacement products provided under the Sientra Platinum20 Program shall be automatically enrolled in accordance with the terms and conditions of the Sientra Platinum20 Program in effect at the date of implant surgery.

5. Limited Warranty Program Coverage

For a qualifying rupture Covered Event that occurs within twenty (20) years from the date of the patient's qualifying surgery, a one-time only payment up to a maximum of **CAN$5,000** shall be provided to help the patient offset any fees or costs not paid or payable by any form of insurance, or otherwise covered or waived by the healthcare provider, that are directly related to the rupture Covered Event.

For all other qualifying Covered Events other than BIA-ALCL (i.e., capsular contracture, double capsule and late forming seroma) that occur within two (2) years of the patient's qualifying surgery, a one-time only payment up to a maximum of **CAN$2,000** shall be provided to help the patient offset any fees or costs not paid or payable by any form of insurance, or otherwise covered or waived by the healthcare provider, that are directly related to the Covered Events.

For qualifying late forming seroma Covered Events, the costs of a one-time only complete testing to rule out BIA-ALCL shall be provided for patients who do not have such testing covered by insurance, or whose healthcare provider has not otherwise covered or waived the fees or costs associated with such testing.

For qualifying BIA-ALCL Covered Events that occur within twenty (20) years from the date of the patient's qualifying surgery, a one-time payment up to a maximum of **CAN$7,500** (inclusive of any testing costs covered in accordance with the paragraph immediately above) shall be provided to help the patient offset any fees or costs not paid or payable by any form of insurance, or otherwise covered or waived by the healthcare provider, that are directly related to the BIA-ALCL Covered Event.

The amounts payable under the Sientra Platinum20 Program are limited to a maximum of CAN$7,500 per qualifying surgery. All claims for monetary reimbursement must be supported by medical invoices, bills or other acceptable forms of proof of payment, and reimbursement shall be provided only for the actual out-of-pocket amount up to the maximum amount for the applicable Covered Event. In the event that a patient experiences multiple qualifying Covered Events from a qualifying surgery, either simultaneously or sequentially (as determined by Sientra in its sole discretion), only one payment for the qualifying Covered Event shall be provided with the highest coverage available, and the financial assistance available for multiple qualifying Covered Events may not be combined or added together.

Under no circumstances will Sientra provide payments under the Sientra Platinum20 Program for lost wages, pain and suffering, or any and all other ancillary medical expenses not identified above arising for any reason relating to the Covered Events.

6. Product Replacement and Limited Warranty Program Claims Procedure

In order to obtain the benefits for a qualifying Covered Event under the Sientra Platinum20 Program, the following claims procedure must be followed:

A. The patient's surgeon must initiate the claims process and obtain pre-authorization in advance of any revision or explantation surgery by contacting the Customer Success and Warranty Team at 888.478.5782 or warranty@sientra.ca To obtain pre-authorization, the surgeon must send copies of the following:

   i. The patient's medical records (including photographs, diagnostic imaging or pathology testing as applicable) showing the basis for the surgeon's diagnosis of the qualifying Covered Event;

   ii. A completed and signed Request for a No-Charge Replacement Implant ("NCRI") Form (if applicable) within the time period specified on the NCRI Form; and

   iii. A Release, signed by the patient, in return for acceptance of the benefits of the Sientra Platinum20 Program.

B. After obtaining pre-authorization, the patient's surgeon must complete and return the Sientra Explant Return Kit in accordance with the instructions provided. To be considered complete, at least the following items must be received from the patient or the patient's surgeon

   i. The explanted Sientra product(s) involved in the Covered Event (do not return contralateral implant if not affected);

   ii. Copies of the Operative Report for the revision surgery;

   iii. Copies of relevant bills for operating room, anesthesia and surgical fees or costs incurred in the revision surgery;

   iv. Copies of all relevant insurance reimbursements, or coverage or waiver of any fees or costs by the healthcare provider.

C. For all Covered Events other than qualifying rupture Covered Events, any replacement product(s) shall be shipped to the surgeon in accordance with the surgeon's instructions and/or payment for the relevant amount to shall be issued the appropriate party or parties within thirty (30) days of receipt of all items listed in Sections A and B above. For qualifying rupture Covered Events, replacement product(s) and payment shall be issued after receipt of the independent laboratory report confirming the rupture Covered Event. If indicated in the signed Release,

payment may be made payable to the patient's surgeon, or the provider of the operating room, anesthesia, or the patient, or to a combination of payees.

NOTE THAT IN THE EVENT THAT ANY ONE OF THE ABOVE CONDITIONS (A)—(B) OF THIS SECTION 6 ARE NOT MET, AN OTHERWISE COVERED EVENT WILL NOT QUALIFY FOR BENEFITS PROVIDED FOR IN THE SIENTRA PLATINUM20 PROGRAM. DETERMINATION OF WHETHER A COVERED EVENT IS A QUALIFYING COVERED EVENT UNDER THIS SECTION 6 LIES IN THE SOLE DISCRETION AND JUDGMENT OF KAI.

7. Limitations of Product Replacement and Limited Warranty Program

THE SIENTRA PLATINUM20 PROGRAM IS A LIMITED WARRANTY ONLY AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THIS DOCUMENT. ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT KAI OR SIENTRA, INC. KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE) ARE EXPRESSLY DISCLAIMED AND EXCLUDED. THE REMEDIES SET FORTH IN THIS DOCUMENT ARE, TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE PATIENT'S SOLE AND EXCLUSIVE REMEDY. IN NO EVENT WILL KAI OR ITS MANUFACTURER SIENTRA, INC., AND ANY OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS OR EMPLOYEES, BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR EXPENSE ARISING, DIRECTLY OR INDIRECTLY, FROM THE USE OF THE SIENTRA SILICONE GEL BREAST IMPLANTS REGARDLESS OF THE FORM OF ACTION (WHETHER FROM BREACH OF CONTRACT, BREACH OF WARRANTY, OR FROM NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, LIABILITY UNDER INDEMNITIES OR ANY OTHER FORM OF ACTION), EVEN IF KAI OR SIENTRA, INC. HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR EXPENSE. NEITHER KAI OR SIENTRA, INC. ASSUMES, NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT, ANY OTHER OR ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THE SIENTRA SILICONE GEL BREAST IMPLANTS

8. Modification or Termination of Product Replacement and Limited Warranty Program

Kai reserves the right to cancel, change, or modify the terms and conditions of the Sientra Platinum20 Program at any time for any reason. Any such cancellation, change, or modification will not affect the terms and conditions for those already enrolled in the Sientra Platinum20 Program as provided for in Section 1 as of the date of such cancellation, change or modification.