

**BIOCORNEUM® MINIMUM ADVERTISED PRICE POLICY**  
**Effective June 1, 2018**

**Background:** Sientra, Inc. (“Sientra”) is the developer and owner of BIOCORNEUM, the only advanced scar treatment with FDA-cleared Silishield™ patented crosslinking medical grade silicone and SPF 30 to prevent and minimize the formation of hypertrophic scars, decrease the appearance of old scars, protect scars from sun’s darkening effects and dry quickly to adhere to skin for 12 to 24 hours. Sientra recognizes that the success of BIOCORNEUM is not only tied to Sientra’s efforts, but also to the efforts of our customers who must invest significant time and resources in BIOCORNEUM and whose investment could be harmed by certain price-based advertising practices. Accordingly, in order to protect each of its customer’s investment in BIOCORNEUM, and to maintain the integrity and value of the BIOCORNEUM brand, trademark and tradename, Sientra has unilaterally determined to establish the following Minimum Advertised Price policy (the “Policy”).

**Policy Application:** Sientra is adopting this Policy unilaterally. Sientra neither solicits compliance with, nor will it accept any assurance of compliance with, this Policy. The decision to comply with this Policy is left up to each individual customer, and each individual customer is free to make their own decisions regarding the prices at which they advertise and sell BIOCORNEUM. Nothing in this Policy or in any other contract or agreement with Sientra shall constitute an agreement between Sientra and the customer that the customer will comply with this Policy. It is entirely within the discretion of the customer whether or not comply with this Policy.

**Policy Coverage:** This Policy applies to all forms of advertisements relating to BIOCORNEUM in all forms of media including without limitation: flyers, posters, coupons, mailers, inserts, newspapers, magazines, print ads, catalogs, mail order catalogs, electronic mail, mobile phone ads, Google ads, Internet or other similar electronic media, pop-ups, comparison search engine ads, downloads or displays, Twitter feeds, Facebook, Instagram or other social network postings, television, radio and public signage.

This Policy **does not** apply to the actual setting of prices, and only applies to the “advertised price.” Each customer is free to establish the price that they charge per unit of BIOCORNEUM. As such, this Policy does not apply to the price at which BIOCORNEUM is actually sold or offered to sale to by customers in-store or over the telephone.

**Minimum Advertised Price (MAP):** The following is the MAP for BIOCORNEUM:

BIOCORNEUM + SPF 30, 10G	\$50.00
BIOCORNEUM + SPF 30, 20G	\$80.00
BIOCORNEUM + SPF 30, 50G	\$115.00

When price is included in advertising, it must be prominent and clear to the consumer. Listing a price other than the MAP price in any advertising will be considered inconsistent with, and not in compliance with, this Policy.

When BIOCORNEUM is bundled with, or sold as part of a package, that includes other treatments or products, it shall be a violation of this Policy to advertise the bundle (or package) at a price that is: (a) lower than the MAP pricing set forth above; or (b) violates the letter or spirit of this Policy.

Competitive statements such as, or similar to, “will beat any advertised price” or “lowest price guarantee” will be considered inconsistent, and not in compliance, with this Policy.

**Policy Compliance:** Sientra will uniformly monitor and enforce the Policy for compliance by all customers who sell BIOCORNEUM.

Compliance with this Policy shall be determined by Sientra in its sole discretion and judgment. Upon determination that a customer is not in compliance with this Policy, Sientra shall enforce it as follows:

**First Notification:** Sientra shall inform the customer of their non-compliance with the Policy and allow the customer seventy-two (72) hours to cure their non-compliance. If customer fails to comply within 72 hours, Sientra shall inform the customer of their non-compliance with the Policy and cease providing that customer with any discount or other benefits.

**Second Notification:** Sientra may impose sanctions on that customer, up to and including termination of its relationship with customer, cancelling any pending orders placed by such customer and ceasing the sale of BIOCORNEUM to that customer.

Sientra will not accept any communication from any customer that Sientra has determined is in violation of this Policy concerning the violation(s) itself or the willingness of the customer to comply with the Policy in the future. The determination of whether or not to resume selling BIOCORNUM to a customer, or to resume providing discounts or other benefits to a customer, lies in the sole discretion and judgment of Sientra. Sientra remains free to determine whether or not to do business with any particular customer at all times and reserves the right, in its sole discretion and judgment, to cease doing business with any customer for any reason.

**Policy Modification:** Sientra reserves the right at any time to modify, suspend or discontinue this Policy in whole or in part, or to designate promotional periods during which the terms of this Policy change or designate periods of time during which the Policy is not applicable. Sientra sales personnel have no authority to modify, suspend, discontinue or grant exceptions to this Policy under any circumstances.

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