

## **Terms and Conditions for Drug Assistance**

The Copay Program (“Program”) is valid ONLY for patients with commercial (private or non-governmental) insurance who have a valid prescription for FORZINITY for Barth syndrome. Patients insured by or under Medicare, Medicaid, Medigap, Veterans Affairs (VA), Department of Defense (DoD), TRICARE or any other federal or state government program (collectively, “Government Programs”) to pay for FORZINITY are not eligible. The Program does not cover FORZINITY for patients that are eligible to be reimbursed in their entirety by private insurance plans or other programs.

Under the Program, the patient may be required to pay a copay. The final amount owed by a patient may be as little as \$0 for FORZINITY (see Program specific details available at the Program Website) based on detailed criteria. The total patient out-of-pocket cost is dependent in part on each patient's health insurance plan. The Program assists with the cost of FORZINITY only. It does not assist with the cost of other medicines, procedures or office visit fees. After reaching the maximum annual Program benefit amount, the patient will be responsible for all remaining out-of-pocket expenses. The Program benefit amount cannot exceed the patient's out-of-pocket expenses for FORZINITY. The maximum Program benefit will reset every January 1st. The Program is not health insurance or a benefit plan. The patient's non-governmental insurance must be the primary payer. The Program does not obligate the use of any specific medicine or provider, including Forzinity. Patients receiving assistance from charitable free medicine programs or any other charitable organizations for the same or similar expenses covered by the Program are not eligible. The Program benefit cannot be combined with any other rebate, free trial or other offer for FORZINITY. No party may seek reimbursement or other financial support for all or any part of the benefit received through the Program.

The Program may be accepted by pharmacies designated by Stealth BioTherapeutics, Inc. Use of the Program must be consistent with all relevant health insurance requirements. Participating pharmacies are responsible for reporting the receipt of all Program benefits as required by any insurer or by law or regulations. Program benefits may not be sold, purchased, traded or offered for sale.

The Program is only valid in the United States and U.S. Territories, is void where prohibited by law. Eligible patients may apply to re-enroll in the Program on an annual basis. Eligible patients will be removed from the Program after 3 years of inactivity (e.g., no claims submitted in a 3-year timeframe). Program eligibility and re-enrollment are contingent upon the patient's continued ability to meet all requirements set forth by the Program. Healthcare providers may not advertise or otherwise use the Program as a means of promoting their services or Stealth BioTherapeutics, Inc medicines to patients.

The value of the Program is intended exclusively for the benefit of the patient. Any funds made available through the Program may only be used to reduce the out-of-pocket costs for the patient enrolled in the Program. The Program is not intended for the benefit of third parties, including without limitation, third party payers, pharmacy benefit managers, or their agents. If Stealth BioTherapeutics, Inc determines that a third party has implemented a program that adjusts patient cost-sharing obligations based on the availability of support under the Program and/or excludes the assistance provided under the Program from counting towards the patient's deductible or out-of-pocket cost limitations, Stealth BioTherapeutics, Inc may impose a per fill cap on the cost-sharing assistance available under the Program. Submission of true and accurate information is a requirement for eligibility and Stealth BioTherapeutics, Inc reserves the right to disqualify patients who do not fully comply with Stealth BioTherapeutics, Inc programs. Stealth BioTherapeutics, Inc reserves the right to rescind, revoke or amend the Program without notice at any time.