

**SpectraCell Laboratories, Inc.**

# **New Provider Promotion: Terms and Eligibility**

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These Promotion Terms and Eligibility (the “Terms”) govern participation in the SpectraCell New Provider Promotion (the “Promotion”). By enrolling in the Promotion or by indicating interest through the SpectraCell New Provider intake form, the Provider acknowledges that they have read, understood, and agreed to these Terms. Capitalized terms used but not defined herein have the meanings given in the Provider’s executed SpectraCell Price Agreement.

## **1. Sponsor**

SpectraCell Laboratories, Inc. (“SpectraCell” or “Sponsor”)

6030 North Course Drive

Houston, TX 77072

Phone: 1.800.227.5227

## **2. Promotion Period**

The Promotion is effective beginning May 15, 2026 and will continue until otherwise modified, suspended, or terminated by Sponsor. Eligible providers must enroll and execute a new SpectraCell Price Agreement during the Promotion Period. Sponsor reserves the right to modify or end the Promotion at any time without prior notice.

## **3. Eligibility**

The Promotion is open to licensed healthcare providers (each, a “Provider”) who meet either of the following conditions:

- a. Establish a new SpectraCell provider account during the Promotion Period; or
- b. Hold an existing SpectraCell provider account but have not submitted patient samples within the prior six (6) months.

Limit one promotion per Provider. Final eligibility will be confirmed by a SpectraCell representative.

## **4. Offer**

For each qualifying order of three (3) SpectraCell Micronutrient Tests (MNT) placed under the Provider’s new account during the Redemption Period (defined in Section 5), the Provider will receive one (1) complimentary test of the Provider’s choice from the following:

- a. Telomere Genotyping Test; or
- b. MTHFR Genotyping Test.

The complimentary test (the “Free Test”) will be applied as a credit at the time of order processing. The Free Test selection cannot be changed after the order has been submitted. The Free Test must be drawn, shipped, and received by SpectraCell in accordance with the Sponsor's standard Specimen Collection and Shipping requirements.

## **5. Redemption Period**

The Free Test offer is available only for qualifying MNT orders placed within thirty (30) calendar days of the effective date of the Provider's executed Agreement (the “Redemption Period”). Orders placed after the Redemption Period are not eligible for the Free Test, regardless of order date assignment, draw date, or shipment date. The Redemption Period cannot be extended or carried over.

## **6. How to Redeem**

- a. Complete the SpectraCell New Provider intake form at [www.spectracell.com](http://www.spectracell.com) and indicate interest in the Promotion;
- b. Sign and return the SpectraCell Price Agreement issued by a SpectraCell sales associate;
- c. Place qualifying orders through your authorized provider account during the Redemption Period;
- d. Confirm Free Test selection (Telomere or MTHFR) with your SpectraCell representative at the time of ordering. The Free Test will be added to your order at no charge upon confirmation of eligibility.

## **7. Limitations and Exclusions**

- a. The Free Test has no cash value, is non-transferable, and cannot be exchanged for any other SpectraCell test, product, service, credit, or refund.
- b. The Promotion cannot be combined with any other SpectraCell promotion, rebate, discount, bundled panel pricing, or volume incentive unless expressly authorized in writing by Sponsor.
- c. The Promotion applies only to the test fee for the Free Test. All other applicable fees, including but not limited to drop ship fees, phlebotomy fees, shipping and handling fees, and specimen handling costs, remain the responsibility of the Provider or the patient as set forth in Sponsor's standard Terms of Service.
- d. Tests resulting in a status of Test Not Performed (TNP) or Non-Responsive Test (NRT) are governed by Sponsor's standard TNP and NRT policy. A Free Test that is reported as TNP or NRT will not be refunded, replaced, or credited under this Promotion. Redraws for the Free Test are subject to Sponsor's standard redraw policy.
- e. The Promotion does not apply to redraws, single component reorders, drop ship kits placed outside an MNT order, or to bundled wellness panels and Nexus panels that

include MNT, Telomere, or MTHFR as components.

- f. The Promotion is void where prohibited or restricted by law or by any rule applicable to the Provider's practice, profession, employer, or jurisdiction.

## **8. Compliance and Provider Responsibilities**

The Provider is solely responsible for ensuring that participation in the Promotion is permissible under all applicable federal, state, and local laws and under all applicable institutional, professional, and licensure rules. This includes, without limitation, the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b), state self-referral and inducement laws, and the rules of any licensing board, employer, hospital, health system, or insurance program to which the Provider is subject. By participating in the Promotion, the Provider represents and warrants that:

- a. Participation does not violate any law, regulation, or contractual obligation applicable to the Provider;
- b. The Provider has obtained any internal approvals required by the Provider's practice, employer, or affiliated institution;
- c. The Provider will not condition patient care, referrals, or test ordering on receipt of the Free Test.

If applicable to the Provider's practice setting, the Provider is responsible for any tracking, disclosure, or reporting of the Free Test required by law, including any obligations under the Physician Payments Sunshine Act or analogous state transparency laws. Upon written request, Sponsor will provide reasonable documentation of the commercial value of the Free Test for the Provider's records.

## **9. No Insurance Billing**

The Provider acknowledges that SpectraCell does not accept third party insurance and does not file claims on behalf of patients. The Free Test cannot be billed to any government or commercial payor under any circumstances. Patient acknowledgments will be obtained through Sponsor's standard requisition process.

## **10. Modification and Termination**

Sponsor reserves the right, in its sole discretion, to modify, suspend, or terminate the Promotion, or any portion of the Promotion, at any time and for any reason, including without limitation in cases of suspected fraud, abuse, system or technical failure, or material change in regulatory environment. In the event of termination, qualifying orders properly placed before the effective date of termination will continue to be honored in accordance with these Terms.

## **11. Privacy**

Information collected through the New Provider intake form and during enrollment in the Promotion will be handled in accordance with the SpectraCell Privacy Policy, available at

www.spectracell.com. By submitting the intake form, the Provider consents to being contacted by a SpectraCell representative regarding the Promotion and related onboarding.

## **12. Governing Law and Dispute Resolution**

The Promotion and these Terms are governed by the laws of the State of Texas, without regard to its conflict of laws principles. Any dispute arising out of or relating to the Promotion will be resolved as set forth in the Provider's executed Price Agreement.

## **13. Contact**

Questions regarding this Promotion should be directed to:

SpectraCell Laboratories, Inc.

6030 North Course Drive, Houston, TX 77072

Phone: 1.800.227.5227

Email: [marketing@spectracell.com](mailto:marketing@spectracell.com)

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