SETTLEMENT AGREEMENT

This Settlement Agreement (Agreement) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of the Office of Inspector General (OIG-HHS) of the Department of Health and Human Services (HHS), the Defense Health Agency (DHA), acting on behalf of the TRICARE Program; and the Office of Personnel Management (OPM), which administers the Federal Employees Health Benefits (FEHB) Program (collectively, the "United States"), Natera, Inc., and Sallie McAdoo and Steven Aldridge (Relators) (hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

A. Natera, Inc. (Natera) is headquartered in San Carlos, California, and operates a laboratory certified under the Clinical Laboratory Improvement Amendments providing a host of preconception and prenatal genetic testing services to patients in the United States. Throughout the period referenced in this Agreement, Natera provided services that were reimbursed by federal healthcare programs, including TRICARE, the FEHB Program, and Medicaid.

B. On January 26, 2015, Sallie McAdoo and Steven Aldridge filed a *qui tam* action in the United States District Court for the Western District of Kentucky captioned United States ex rel. Sallie McAdoo and Steven Aldridge v. Natera, Inc., Civil Action No. 3:15-cv-88-DJH, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b), (the Civil Action). The *qui tam* complaint alleges that Natera submitted false or otherwise fraudulent claims to government health care programs for its genetic testing services, including Natera's Panorama® test. In particular, the *qui tam* complaint alleges that Natera used the incorrect Current Procedural Terminology (CPT) code to bill for these services by using codes that either

(a) allowed an otherwise non-reimbursable test to be reimbursed or (b) caused a test to be reimbursed at higher rates than otherwise allowed. The United States intervened in the Civil Action for purposes of settlement in December 2017.

C. The United States contends that Natera submitted or caused to be submitted claims for payment to the Medicaid Program, 42 U.S.C. §§ 1396-1396w-5 (Medicaid); the TRICARE Program, 10 U.S.C. §§ 1071-1110b (TRICARE); and the Federal Employee Health Benefit Program, 5 U.S.C. §§ 8901-8914 (FEHBP).

D. In order to resolve claims asserted pursuant to state law in the Civil Action, Natera will be entering into separate settlement agreements (the "Medicaid State Settlement Agreements") with certain states, which will receive settlement funds from Natera pursuant to paragraph 2 below.

E. The United States contends that it has certain civil claims against Natera arising from its submission of false claims for payment to the TRICARE Program, FEHBP, and Medicaid for Natera's non-invasive prenatal test (NIPT) known as Panorama® (including optional panels that screened for microdeletion syndromes) performed during the period from January 1, 2013, through December 31, 2016. Specifically, the United States alleges that Natera submitted false claims for payment to the TRICARE Program, FEHBP, and Medicaid for Panorama® (including optional panels that screened for microdeletion syndromes) as follows:

a. For dates of service between January 1, 2013, through March 4, 2015, Natera improperly billed TRICARE for its Panorama® test (including optional panels that screened for microdeletion syndromes) when TRICARE did not reimburse for certain laboratory developed tests (LDTs);

b. For dates of service between January 1, 2013, through December 31, 2016, Natera improperly billed TRICARE for non-invasive prenatal screening of certain microdeletion syndromes when TRICARE did not reimburse for non-invasive prenatal screening for microdeletion syndromes;

c. For dates of service between January 1, 2013, through December 31, 2016, Natera improperly billed TRICARE, FEHBP, and Medicaid for its Panorama® test by using an improper Current Procedural Terminology (CPT) code, 88271, which misrepresented the services Natera was billing to these programs;

d. For dates of service between January 1, 2013, through December 31, 2016, Natera improperly billed TRICARE, FEHBP, and Medicaid for non-invasive prenatal screening of certain microdeletion syndromes by using an improper CPT code, 88271, which misrepresented the services Natera was billing to these programs; and

e. For dates of service between January 1, 2013, through December 31, 2016, Natera improperly billed TRICARE, FEHBP, and Medicaid for its Panorama® test (including optional panels that screened for microdeletion syndromes) for patients with low-risk pregnancies.

The alleged conduct described in this Paragraph E is referred to below as the "Covered Conduct."

F. Natera denies the allegations in Paragraph E.

G. This Settlement Agreement is neither an admission of liability by Natera nor a concession by the United States that its claims are not well founded.

H. Relators claim entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Natera shall pay to the United States the sum of TEN MILLION SIX-HUNDRED THIRTY-FIVE THOUSAND SIX-HUNDRED FIFTEEN DOLLARS AND 90/100 CENTS ($10,635,615.90), plus applicable interest as set forth below in Subparagraph 1.b. (collectively the "Settlement Amount"), pursuant to the following schedule:

   a. FIVE MILLION THREE-HUNDRED SEVENTEEN THOUSAND EIGHT-HUNDRED SEVEN DOLLARS AND 95/100 CENTS ($5,317,807.95) shall be paid within ten days of the Effective Date of this Agreement, as that term is defined in Paragraph 29 below; and

   b. FIVE MILLION THREE-HUNDRED SEVENTEEN THOUSAND EIGHT-HUNDRED SEVEN DOLLARS AND 95/100 CENTS ($5,317,807.95), plus simple interest accruing at the rate of 8% per annum, shall be paid in four (4) equal quarterly installments of ONE MILLION THREE-HUNDRED NINETY-SIX THOUSAND FIVE HUNDRED EIGHTY-TWO DOLLARS AND 68/100 CENTS ($1,396,582.68) beginning three months from the Effective Date of this Agreement and continuing every three months thereafter. If any of these dates falls on a non-business day, payment shall be due on the first business day thereafter. There will be no prepayment penalty should Natera discharge the obligations set forth in this Paragraph 1.b. earlier than scheduled, although interest on any outstanding balance which is the subject of any prepayment shall accrue from the Effective Date of this Agreement through the date of prepayment.

All payments of the Settlement Amount shall be made by electronic funds transfer pursuant to written instructions to be provided by the United States Attorney's Office for the Western District of Kentucky.

2. Natera shall pay a total of SEVEN-HUNDRED FIFTY-SIX THOUSAND ONE-HUNDRED EIGHTY-THREE DOLLARS ($756,183.00) (the "Medicaid State Settlement Amount") pursuant to the Medicaid State Settlement Agreements. This Medicaid State Settlement Amount shall be paid by electronic funds transfer pursuant to written instructions from the National Association of Medicaid Fraud Control Units negotiation team for the Medicaid Participating States.

3. Conditioned upon the United States receiving the Settlement Amount payments from Natera the United States agrees that it shall pay to Relators by electronic funds transfer 19.6 percent of each such payment received under the Settlement Agreement as soon as feasible after receipt of the payment.

4. Natera's obligation to make four quarterly payments of $5,317,807.95, plus simple interest accruing at the rate of 8% per annum, as identified in Subparagraph 1.b., shall be secured pursuant to Letter of Credit Number OSB14796C issued by Comerica Bank ("Letter of Credit") in the amount of $5,317,807.95, plus simple interest accruing at the rate of 8% per annum in the form of Exhibit A, which Natera agrees to cause to be issued contemporaneously with this Agreement. Natera may, with the prior written approval of the United States, cause to be issued a substitute Letter of Credit of like terms and conditions. If the Letter of Credit expires before the entire outstanding balance of the Settlement Amount is paid, Natera shall cause to be issued a substitute Letter of Credit of like terms and conditions thirty days prior to the expiration of the original Letter of Credit. If this substitute Letter of Credit is not provided thirty days prior

to this expiration, then any portion of the Settlement Amount that has not yet been paid will be immediately due and payable, and the United States shall be authorized to present the original Letter of Credit to Comerica Bank for payment. Payments of the Settlement Amount pursuant to the Letter of Credit shall be made by electronic funds transfer in the manner specified in Paragraph 1 above.

5. Natera and Relators have resolved Relators' claims under 31 U.S.C. § 3730(d) and (h) pursuant to a separate settlement agreement among these parties (the "Mutual General Release").

6. Subject to the exceptions in Paragraph 9 (concerning excluded claims) below, and conditioned upon Natera's full payment of the Settlement Amount, the United States releases Natera from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or, the common law theories of payment by mistake, unjust enrichment, and fraud.

7. Subject to the exceptions in Paragraph 9 below, and conditioned upon Natera's full payment of the Settlement Amount, Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, release Natera from any civil monetary claim the Relators have on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733, and in this Civil Action. Nothing herein shall have any effect on, or shall be construed to alter or narrow, the terms of the Mutual General Release between Natera and the Relators, which speaks for itself.

8. OPM expressly reserves all rights to institute, direct, or to maintain any administrative action seeking debarment against Defendant from the FEHBP under 5 U.S.C. § 8902a(b) (mandatory debarment), or (c) and (d) (permissive debarment).

9. Notwithstanding the releases given in paragraphs 6 through 8 of this Agreement, or any other term of this Agreement, the following claims of the United States are specifically reserved and are not released:

a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);

b. Any criminal liability;

c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory or permissive exclusion from Federal health care programs;

d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;

e. Any liability based upon obligations created by this Agreement;

f. Any liability of individuals; and

g. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services.

10. Relators and their heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relators' receipt of the payment described in Paragraph 3, Relators and their heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its

agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

11. Relators, for themselves and for their heirs, successors, attorneys, agents, and assigns, releases Natera, and its officers, agents, and employees, from any liability to Relators arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorney's fees and costs. Nothing herein shall have any effect on, or shall be construed to alter or narrow, the terms of the Mutual General Release between Natera and the Relators, which speaks for itself.

12. Natera waives and shall not assert any defenses Natera may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Nothing in this paragraph or any other provision of this Agreement constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

13. Natera fully and finally releases the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Natera has asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct and the United States' investigation and prosecution thereof.

14. Natera fully and finally releases the Relators from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Natera has asserted, could have asserted, or may assert in the future against the Relators, related to the Covered Conduct and the Relators' investigation and prosecution thereof. Nothing herein shall have any effect on, or shall be construed to alter or narrow, the terms of the Mutual General Release between Natera and the Relators, which speaks for itself.

15. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by any Medicare contractor (e.g., Medicare Administrative Contractor, fiscal intermediary, carrier), TRICARE, FEHBP, or any state payer, related to the Covered Conduct; and Natera agrees not to resubmit to any Medicare contractor TRICARE, FEHBP, or any state payer any previously denied claims related to the Covered Conduct, Natera agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

16. Natera agrees to the following:

a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Natera, its present or former officers, directors, employees, shareholders, and agents in connection with:

(1) the matters covered by this Agreement;

(2) the United States' audit(s) and civil investigation(s) of the matters covered by this Agreement;

(3) Natera's investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil investigation(s) in connection with the matters covered by this Agreement (including attorney's fees);

(4) the negotiation and performance of this Agreement; and

(5) the payment Natera makes to the United States pursuant to this Agreement and any payments that Natera may make to Relators, including costs and attorneys' fees

are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and FEHBP (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Natera, and Natera shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by Natera or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Natera further agrees that within 90 days of the Effective Date of this Agreement it shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this Paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Natera or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. Natera agrees that the United States, at a minimum, shall be entitled to recoup from Natera any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment.

Any payments due after the adjustments have been made shall be paid to the United States pursuant to the direction of the Department of Justice and/or the affected agencies. The United States reserves its rights to disagree with any calculations submitted by Natera or any of its subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this Paragraph) on Natera or any of its subsidiaries or affiliates' cost reports, cost statements, or information reports.

d. Nothing in this Agreement shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Natera's books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this Paragraph.

17. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 18 (waiver of beneficiary paragraph), below.

18. Natera agrees that it waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

19. Upon receipt of all payments described in Paragraph 1, above, the United States, and the Relators shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1). The Joint Stipulation of Dismissal shall provide that the claims are being dismissed subject to the terms of the Agreement, with prejudice as to the United States as to the Covered Conduct released in this Agreement, and without prejudice as to any other claims, and with prejudice as to all claims as to the Relators.

20. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

21. Each party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

22. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Western District of Kentucky. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

23. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

24. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

25. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

26. This Agreement is binding on Natera's successors, transferees, heirs, and assigns.

27. This Agreement is binding on Relators' successors, transferees, heirs, and assigns.

28. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement to the public.

29. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

RUSSELL M. COLEMAN
United States Attorney, Western District of Kentucky

DATED: 3/7/18 BY: ______________________
BENJAMIN S. SCHECTER
Assistant United States Attorney

DATED: 2/28/2018 BY: Lisa M Re
LISA M. RE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: ________ BY: ______________________
PAUL N. BLEY
Deputy General Counsel,
Defense Health Agency
United States Department of Defense

DATED: ________ BY: ______________________
EDWARD M. DeHARDE
Assistant Director of Federal Employee
Insurance Operations
Healthcare and Insurance
United States Office of Personnel Management

28. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement to the public.

29. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

RUSSELL M. COLEMAN
United States Attorney, Western District of Kentucky

DATED: __________ BY: ______________________________
BENJAMIN S. SCHECTER
Assistant United States Attorney

DATED: __________ BY: ______________________________
LISA M. RE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: 3/5/2018 BY: BLEY.PAUL.NICHOLAS.1099873821 Digitally signed by BLEY.PAUL.NICHOLAS.1099873821 DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=DHA, cn=BLEY.PAUL.NICHOLAS.1099873821 Date: 2018.03.05 14:52:02 -05'00'
PAUL N. BLEY
Associate ~~Deputy~~ General Counsel,
Defense Health Agency
United States Department of Defense

DATED: __________ BY: ______________________________
EDWARD M. DeHARDE
Assistant Director of Federal Employee
Insurance Operations
Healthcare and Insurance
United States Office of Personnel Management

28. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement to the public.

29. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

RUSSELL M. COLEMAN
United States Attorney, Western District of Kentucky

DATED: __________ BY: ______________________
BENJAMIN S. SCHECTER
Assistant United States Attorney

DATED: __________ BY: ______________________
LISA M. RE
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General
United States Department of Health and Human Services

DATED: __________ BY: ______________________
PAUL N. BLEY
Deputy General Counsel,
Defense Health Agency
United States Department of Defense

DATED: 3/5/2018 BY: ______________________
EDWARD M. DeHARDE
Assistant Director of Federal Employee
Insurance Operations
Healthcare and Insurance
United States Office of Personnel Management

NATERA, INC.

DATED: 3/5/18 BY: Daniel Rabinowitz

Daniel Rabinowitz
NATERA
General Counsel

DATED: ________ BY: ________________________

Michael F. Ruggio
NELSON MULLINS RILEY & SCARBOROUGH, LLP
Counsel for Natera, Inc.

SALLIE MCADOO

DATED: ________ BY: ________________________

Sallie McAdoo

DATED: ________ BY: ________________________

Mark W. Leach
THE MARK W. LEACH LAW FIRM, PSC
Counsel for Sallie McAdoo

STEVEN ALDRIDGE

DATED: ________ BY: ________________________

Steven Aldridge

DATED: ________ BY: ________________________

Mark W. Leach
THE MARK W. LEACH LAW FIRM, PSC
Counsel for Steven Aldridge

NATERA, INC.

DATED: ________ BY: ____________________
Daniel Rabinowitz
NATERA
General Counsel

DATED: 3-2-18 BY: ____________________
Michael F. Ruggio
NELSON MULLINS RILEY & SCARBOROUGH, LLP
Counsel for Natera, Inc.

SALLIE MCADOO

DATED: ________ BY: ____________________
Sallie McAdoo

DATED: ________ BY: ____________________
Mark W. Leach
THE MARK W. LEACH LAW FIRM, PSC
Counsel for Sallie McAdoo

STEVEN ALDRIDGE

DATED: ________ BY: ____________________
Steven Aldridge

DATED: ________ BY: ____________________
Mark W. Leach
THE MARK W. LEACH LAW FIRM, PSC
Counsel for Steven Aldridge

NATERA, INC.

DATED: ________ BY: ____________________________

Daniel Rabinowitz
NATERA
General Counsel

DATED: ________ BY: ____________________________

Michael F. Ruggio
NELSON MULLINS RILEY & SCARBOROUGH, LLP
Counsel for Natera, Inc.

SALLIE MCADOO

DATED: 2·27·18 BY: SMcAdoo

Sallie McAdoo

DATED: 2/27/18 BY: ____________________________

Mark W. Leach
THE MARK W. LEACH LAW FIRM, PSC
Counsel for Sallie McAdoo

STEVEN ALDRIDGE

DATED: 2-27-18 BY: ____________________________

Steven Aldridge

DATED: 2/27/18 BY: ____________________________

Mark W. Leach
THE MARK W. LEACH LAW FIRM, PSC
Counsel for Steven Aldridge

Exhibit A

Comerica Bank

Comerica Bank

International Trade Services
2321 Rosecrans Ave. 5th Fl.
El Segundo, CA 90245
Tel: 310-297-2858
Fax: 310-297-2885
SWIFT: MNBDUS6SXXX

Irrevocable Standby Letter of Credit No.: OSB14796C

Beneficiary:
United States of America
C/O Chief, Civil Division
Office of the United States
Attorney for the Western
District of Kentucky
717 W. Broadway
Louisville, Kentucky 40202, United States

Applicant:
Natera, Inc.
201 Industrial Road
Ste. 410
San Carlos, CA 94070 United States

Date of Issue:
February 23, 2018

Date and Place of Expiry:
March 01, 2019 office of Issuing Bank

Amount:
USD 5,586,330.72 Five Million Five Hundred Eighty Six Thousand Three Hundred Thirty and 72/100 United States Dollars

We hereby open our Irrevocable Standby Letter of Credit no. OSB14796C in your favor, for account of Natera, Inc. for a sum not exceeding USD5,586,330.72 available by your draft(s) at sight on Comerica Bank when accompanied by:

1. The original of this Irrevocable Standby Letter of Credit and Amendment(s) if any.

2. Beneficiary's statement on its letterhead dated and signed by the Beneficiary, indicating name and title of the signer using the wording as follows:

The undersigned hereby certifies that the amount of USD (insert amount) is being drawn under Comerica Bank's Standby Letter of Credit no. OSB14796C as a payment due to United States of America pursuant to Subparagraph 1.b of that certain Settlement Agreement between United States of America and Natera, Inc. dated (insert date) has not been paid as of the date of this demand.

Special Conditions:

Comerica Bank

All signatures must be manually executed in original.

All information required whether indicated by blanks, brackets or otherwise, must be completed at the time of drawing.

Partial drawings and multiple presentations may be made under this Irrevocable Standby Letter of Credit, provided, however, that each such demand that is paid by us shall reduce the amount available under this Irrevocable Standby Letter of Credit.

All drafts required under this Irrevocable Standby Letter of Credit must be marked: "Drawn under Comerica Bank Irrevocable Standby Letter of Credit no. OSB14796C."

In the case of cancellation, the original Standby Letter of Credit and all Amendments thereto must be returned to us together with a written request from Beneficiary referencing this Standby Letter of Credit number and authorizing its cancellation.

This Irrevocable Standby Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not be in any way modified, amended or amplified by reference to any document, instrument or agreement referred to herein or in which this Irrevocable Standby Letter of Credit is referred to or to which this Irrevocable Standby Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

We hereby engage with you that drawing(s) made under and in compliance with this Standby Letter of Credit will be duly honored upon presentation to us in person or via courier service to our address: Comerica Bank, International Trade Services, 2321 Rosecrans Ave., 5th floor, El Segundo, CA 90245, Attn: Standby Letter of Credit Dept. on or before the expiration date. Presentation may also be effected by facsimile to Comerica Bank fax number 310 297-2885 confirmed by phone call at 310 297-2858. When presentation is made by facsimile, in lieu of presentation of the original Letter of Credit, the Beneficiary must present Beneficiary's statement that Beneficiary is in possession of the original Letter of Credit, and that the amount and date of this presentation has been noted on the back of such original. In the event of facsimile drawing, the draft(s) required hereunder will be considered to have been presented to Comerica Bank if copies of such draft(s) are received by Comerica Bank by means of a facsimile at the fax number noted above. However, the draft must include the front and back of the draft in order to evidence endorsement thereof.

Except so far as otherwise expressly stated herein, this Standby Letter of Credit is subject to the "International Standby Practices" (ISP 98) International Chamber of Commerce (Publication No. 590).

Regards,

Authorized Signature(s)

AMY WONG
AUTHORIZED SIGNATURE