

CODE OF BUSINESS CONDUCT AND ETHICS

Version: 03

Effective Date: 23 DEC 2022

APPROVED BY:

DocuSigned by:

Margaret Carlson



Signer Name: Margaret Carlson

Signing Reason: I approve this document

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Margaret Carlson, Chief Operating Officer

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Gabriele Brambilla, Chief Executive Officer

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1. Purpose and Scope

The Alira Health Code of Business Conduct and Ethics defines the framework for business and personal behavior across our organization. It is applicable to all Alira Health employees (“Employees”) and to any individuals, companies, associations, partnerships, or other entities retained to act on behalf of or for the benefit of Alira Health. The term includes, but is not limited to agents, contractors, consultants, lobbyists, and suppliers (“Third Parties”).

2. Conducting Our Business

Alira Health Group Holdings, including all its subsidiaries (“Alira Health”) is committed to fostering an open and honest culture of trust and integrity. We interact responsibly, ethically, and transparently with all our stakeholders; these interactions are essential to maintaining our reputation.

We are truthful in our interactions with customers, patients and stakeholders and we do not offer, promise, provide, or accept anything of value to inappropriately influence a decision or gain an unfair advantage. We do not allow others to give bribes on our behalf. This applies to all interactions with our stakeholders. Perception is important, as some behaviors may be considered a bribe or an improper advantage regardless of intention.

Compliance with the laws and international standards for responsible business conduct inspires trust in our culture of integrity. We comply with all laws, regulations, policies, contracts, standards, and procedures that apply to our business.

Anti-Bribery

At Alira Health, we prohibit bribery, kickbacks, and improper payments, even though this may result in Alira Health losing a business opportunity. Bribes and improper advantages can be monetary, such as cash payments or illegal rebates. They may also include nonmonetary items such as gifts, products, hospitality and meals, travel and accommodation, or other items and services that provide a transfer of value in return for special consideration. Giving or receiving gifts, hospitality, or entertainment in interactions with third parties and external stakeholders may lead to a conflict of interest or may be interpreted as a bribe or improper advantage. Please read the Alira Health Anti-bribery Policy for more information.

Conflict of Interest

We make decisions based solely on objective criteria and professional judgement and are never improperly influenced by our personal, social, financial, or political interests. We understand that even the appearance of a conflict of interest can damage Alira Health’s reputation and an individual’s reputation. Allowing a competing interest to interfere with good decision making can put our reputation for honesty and fairness at risk.

If an employee or third party is unsure whether a potential conflict of interests exists, they must seek guidance from management or the Legal Department as appropriate.

Fraud

We are committed to preventing and detecting fraud. Generally, fraud means deliberately deceiving a person or company to unjustly obtain an unauthorized benefit, such as money, property, or services. We do not engage in any kind of fraud against Alira Health, any of our business partners or government entities.

Fair Competition

We support an open and competitive marketplace and will compete only on the strength and value of our services. We respect and adhere to fair competition and trade practice laws.

Environment, Sustainability, Well Being.

We conduct our business in a safe and environmentally sustainable manner. We respect international human rights standards and frameworks and work to ensure that we do not infringe on fundamental human rights through our operations, products, services, or business relationships. We are committed to the well-being of our employees, customers, contractors, and the communities in which we operate. As a global organization, we aspire to high standards for environmental responsibility. We are committed to minimizing, and if feasible, eliminating the use of any substance or material that may cause environmental damage, reducing waste generation and disposing of all waste through safe and responsible methods. We have processes in place to identify and manage risks to prevent incidents related to environmental protection and employee health and safety.

3. Internal Controls

Books and Records

We ensure the integrity of our business transactions by creating and maintaining documents and records that are organized, accurate, and complete with supporting details. This includes financial and accounting records, business travel and entertainment expense records, work activity and time records and any other records made on behalf of Alira Health. We must never make false or misleading statements or entries in any report, publication, or expense claim. Falsifying records and accounts or misrepresenting facts may constitute fraud.

Confidential Information and Data Privacy

During our work, we may create or learn confidential information about Alira Health or Alira Health's business partners, suppliers, or customers. To protect Alira Health's interests, we do not share sensitive information with anyone outside or inside of Alira Health who does not have a legitimate business need to know. Where necessary, we will obtain appropriate approvals and confidentiality agreements.

Alira Health is committed to respecting data privacy. All processing of personal data (e.g., employee, customer data, supplier) must comply with data protection laws.

Proper use of Alira Health Assets

Loss, theft, and misuse of Alira Health's assets has a direct impact on our business and its profitability and is prohibited by Alira Health management. We strive to protect Alira Health's assets, including physical equipment, funds, property, supplies and other items of value. We will obtain permission before using Alira Health's assets for projects or purposes outside of the normal course of business use.

4. Our Employees

Equal Opportunity Employer, Non-discrimination and Anti-harassment, Professional Conduct

We value the diversity of backgrounds, skills, and abilities that a global workforce brings to our organization. We ensure equal opportunity without discrimination or harassment in the workplace based on gender, race, color, religion, national origin, age, physical or mental disability, pregnancy, marital status, or any other characteristic protected by applicable laws. We believe in cooperation, teamwork, and trust, which contribute to a positive work environment. Alira Health does not tolerate discrimination and harassment.

We treat everyone with whom we interact with respect, dignity and in a professional manner. The use of offensive, intimidating or hostile words or actions are not tolerated by Alira Health.

Culture and Inclusion

We are proud of the diversity of our global workforce, which gives Alira Health a unique competitive advantage in the marketplace. Our teams bring together different ethnic, cultural, personal, and professional backgrounds. We enrich the work experience of our employees by providing them with challenging opportunities.

Alira Health respects and recognizes the right of workers to negotiate collectively, and to create or join labor organizations of their choice without any sanction, discrimination, or harassment.

Employee Privacy

We use the personal information of our employees to which we have access for legitimate purposes only and for use relating to administration and management of employment. We also take security measures with employee and third-party data to ensure that we meet the requirements of relevant data privacy regulations.

Alira Health is responsible to its stakeholders to maintain and secure confidential information. Data confidentiality in connection with the use of Alira Health technologies, such as laptops, handhelds, mobile phones, intranet and internet systems, email, Yammer, and Alira Health social media accounts, are not unreservedly guaranteed.

5. Reporting Concerns/Receiving Advice

If an employee or third party believes that any actions have taken place, are taking place or may take place that violate or would violate the Code of Business Conduct and Ethics or any applicable laws or regulations of any company policy, the employee or third party must report the matter to any of the following reporting channels. We recommend talking to your manager as a first step. Managers are expected to create an environment of trust that encourages employees to communicate compliance concerns.

A management representative

A human resources representative

A legal department representative

The Compliance Officer

The employee or third party may use the channel of their choice for reporting a violation or potential violation of the Code of Business Conduct and Ethics. For those who prefer to remain anonymous, we encourage use of the Integrity Line channel.

Alira Health expressly prohibits retaliation against any employee or third party, who in good faith, reports any concern. We are committed to maintaining a work environment where people can raise concerns and seek advice and we will not tolerate retaliation against anyone.

Employees and third parties can make reports confidentially and anonymously where local laws permit.

Any Employee or Third Party who has reason to believe that a violation of the Code of Business Conduct and Ethics has occurred, or may occur, must promptly report this information to the General Counsel and/or the Vice President, Global Human Resources. Any form of retaliation against an Employee or Third Party who has, in good faith, reported a violation or possible violation of the Code of Business Conduct and Ethics is prohibited.

Any employee or third-party representing Alira Health who violates the Code of Business Conduct and Ethics is subject to disciplinary action, up to and including termination. Alira Health takes this policy seriously, and we ensure that all our employees and third parties representing Alira Health have read this Code and have viewed the training that supports this policy.

6. Revision History

Version	Change Made	Effective Date
01	Original issue.	October 14, 2022
02	Update to Section 5 to clarify the mechanism for reporting violations of the Code of Business Conduct and Ethics.	December 7, 2022
03	Removed employee attestation page.	December 23, 2022

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Status

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Intermediary Delivery Events

Status

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Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	22 December 2022 11:58
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