

HealthXL meetings involve a peer activity where Members with similar job roles, in the same or different industries, are convened by HealthXL to exchange knowledge, impart insights and share best practices related to their digital health issues and challenges. These HealthXL meeting offerings include, but are not limited to, Virtual Digital Health Meetings, Digital Health Master Classes, HealthXL Work Groups, HealthXL Interactive Meetings and HealthXL Global Gatherings. In connection with these peer activities HealthXL often serves as moderator to facilitate discussion on topics that participants deem relevant. In some instances, HealthXL may obtain certain benchmarking data and related non confidential company-specific data from the participants, which it may use in an aggregated and non-identifiable format in connection with the provision of its research services.

Participants in HealthXL Member/peer activities must be sensitive to discussion topics that might implicate antitrust / competition laws. To ensure that the participants understand and comply with these laws, HealthXL is providing you with these Antitrust Guidelines, which constitute basic rules for interacting that are designed to avoid antitrust issues. **We encourage you to review the Guidelines carefully and consult your own legal counsel if you have any questions.** The Antitrust Guidelines, which are applicable globally, are incorporated into the meeting and/or online registration materials for all HealthXL activities. Along with the Antitrust Compliance Policy Statement attached as Exhibit I, the Antitrust Guidelines are intended to remind participants of their obligations in connection with their involvement in HealthXL Member activities.

Antitrust compliance is the responsibility of every Member; as such we ask that you keep these Guidelines in mind when interacting with other participants at any HealthXL activity.

**HealthXL assumes no responsibility for ensuring that peer activity discussions are appropriate and not in violation of any antitrust/competition laws. If you as a participant have any questions in this regard, you must consult your own legal counsel.**

Basic Rule:

Agreements, whether written or verbal, or those that may signal or otherwise constitute tacit understandings that have the effect of lessening competition, could violate antitrust laws and expose participants of HealthXL Member activities to substantial legal liability.

Guidelines — Generally:

<b>Do:</b>	<b>For Example:</b>
Adhere to the meeting agenda and/or activity program	Various meetings, including Digital Health Meetings and Masterclasses have prepared talking points that are circulated in advance to all participants
<b>Follow the Discussion Guidelines below</b>	

- Discuss issues of general industry interest, but refrain from any discussions of commercially sensitive, strategic or confidential information in relation to participants' business
- Object to the discussion of improper subjects and take action to cease any improper discussions; if that fails, leave the meeting
- Seek guidance from your legal counsel if you have any questions or concerns

- Permissible discussion topics include the effects of government legislation; historic, aggregated and statistical market data; and general industry experiences or opinions
- If the discussion turns to improper subjects such as model licensing terms for the competitors' primary suppliers, you should object, take action to cease the improper discussion and if that fails, leave the meeting

## Discussion Guidelines:

### Do Not:

Engage in discussions regarding prices, fees or rates

For example:

1. Discuss the methodology of setting prices
2. Make any comments regarding your thoughts on past, current or future pricing
3. Make an agreement about the prices that companies will charge their customers

Engage in discussions related to production capacity

For example:

1. Disclose any expansion or retraction plans
2. Forecast future ability to meet market demand
3. Agree to fix quality or quantities

Make any statements that could be interpreted as an invitation to coordinate behavior

Do not say:

1. "Something needs to be done about low prices," which can be interpreted as an invitation to raise prices"
2. "Next week will be a good time to send out press releases regarding our capacity", which may be interpreted as an invitation to

	<p>coordinate announcements to the market</p>
<p>Make any agreements allocating customers or geographic territories or markets</p>	<p>Do not agree to refrain from competing for certain customers or in certain countries in exchange for not having to face competition from another customer or in another country</p>
<p>Disclose any disaggregated, customer-specific information</p>	<p>For example:</p> <ol style="list-style-type: none"><li>1. Disclose upcoming opportunities to win new customers</li><li>2. Discuss prices charged to specific customers</li></ol>

	<p>3. Disclose revenues attributable to specific customers</p>
<p>Discuss future plans regarding product lines</p>	<p>Do not disclose new product lines or research and development expenditures</p>
<p>Make any agreement regarding a joint action that may be taken against a customer, supplier, distributor, or competitor</p>	<p>Do not agree to:</p> <ol style="list-style-type: none"><li>1. Refuse to deal with a particular customer</li><li>2. Attempt to obtain more favorable terms from a supplier</li></ol>

<ul style="list-style-type: none"> <li>● Attempt to prevent a supplier(s) from selling to your competitor(s)</li> </ul>	<ol style="list-style-type: none"> <li>3. Refuse to enter into cross-supply agreements with a particular competitor</li> </ol>
<p>Discuss your company's commercial strategy (which may be interpreted as an invitation to coordinate strategies or to otherwise enable a coordination of strategies) or agree on a joint strategy relating to the operation of your business</p>	<p>Do not discuss or agree:</p> <ol style="list-style-type: none"> <li>1. Internal costs</li> <li>2. Details of customers</li> <li>3. Sales and orders</li> <li>4. Market shares</li> </ol>
<p>Agree on uniform terms and conditions on which to deal with certain customers or suppliers that you have in common</p>	<p>If your company and another company both sell products or services to the same customer, do not</p>

	<ol style="list-style-type: none"><li>1. Discuss the terms and conditions upon which you deal with that customer</li><li>2. Agree not to supply that customer with products except on jointly agreed terms</li><li>3. Agree on model licensing terms</li></ol>
<p>Agree to forego entering into new lines of business that compete against the company of the participant with whom you are talking</p>	<p>If your company is intending to enter a new business, do not discuss with another company in that same business or industry the terms upon which you should or should not compete in that market.</p>

**Note: “Potential” competitors are subject to the same rules as “actual” competitors, and should take care to follow all of the Guidelines that are discussed above.**

## Exhibit I

### **PEER ACTIVITIES/ANTITRUST COMPLIANCE POLICY STATEMENT**

As described in the HealthXL Member Activities Antitrust Guidelines, it is the obligation of all participants in any HealthXL Member activity to comply at all times with all applicable antitrust laws, and to refrain from engaging in anticompetitive conduct. This includes, but is not limited to, the following:

1. Discussing or actively setting prices or production capacity.
2. Discussing or disclosing customer-specific information.
3. Discussing or actively dividing or allocating markets or customers.
4. Discussing or actively engaging in boycotts or refusals to deal.
5. Discussing or taking joint action against a customer, supplier, distributor, or competitor.

**HealthXL assumes no responsibility for ensuring that discussions conducted during HealthXL Member activities are appropriate and are not in violation of any antitrust laws. Participants who have any questions in this regard must consult their own legal counsel.**