



## Digital Therapeutics Alliance Asia Pacific Membership Agreement

### Background

Founded in 2017, the Digital Therapeutics Alliance (DTA) is a non-profit trade association of industry leaders and stakeholders engaged in the evidence-driven advancement of digital therapeutics. DTA maintains an international industry focus and is headquartered in the United States.

DTA exists to broaden the understanding, adoption, and integration of clinically-evaluated digital therapeutics (DTx) into healthcare through education, advocacy, and research. DTA envisions enabling expanded access to high quality, evidence-based digital therapeutics for patients, healthcare providers, and payors in order to improve clinical and health economic outcomes.

DTA Industry Members (hereinafter referred to as “Members”) collaborate to enhance patient outcomes through assessing the value and impact of DTx products in clinical practice, constructing industry and regulatory frameworks, and encouraging data-driven integration and utilization of DTx products across the healthcare industry.

DTA Members are companies and organizations active in the digital therapeutics industry and in alignment with DTA’s mission and core principles, subject to approval by the Board of Directors. Core principles relate to the clinical research, product development, quality system, and regulatory oversight of digital therapeutics.

The DTA Membership Agreement ensures that Alliance members will engage in a secure and mutually governed capacity to protect the interests of all contributors. The terms and conditions provided within this Agreement are provided for this purpose and in the spirit of serving DTA Members’ needs.

### General Terms and Conditions

This agreement is entered into between DTA and \_\_\_\_\_

(“Industry Member”) as of \_\_\_\_\_ (effective date).

### 1. APAC Membership

(a) Any for-profit corporation, non-profit corporation, government organization, educational institution, or individual supportive of the Alliance’s purposes and actively engaged in the digital therapeutics industry, and not otherwise prohibited by treaty, law, or regulation from abiding by the terms of the Bylaws, is qualified to apply for Membership. To become a Member of the Asia Pacific Alliance, an entity must meet the eligibility requirements as specified, and must be approved for membership by the DTA Board of Directors. Application requirements include:

- Applicants must describe their interest in digital therapeutics and provide a description of their engagement within the digital therapeutics industry.
- Applicants must acknowledge support of DTA's mission, goals, and core principles.
- Applicants must identify their business type and provide additional information if necessary to assess membership dues.
- Applicants must have a direct interest in the development, manufacturing, support, operationalization, integration, or utilization of digital therapeutics.

Applicants must complete and submit the DTA Asia Pacific Membership Application, DTA Asia Pacific Membership Agreement, and pay the corresponding annual membership dues. Membership qualifications and benefits are outlined in Addenda A and B.

(b) Member agrees to be contacted by DTA for the purpose of verifying: (1) the existence of the company; (2) the accuracy of address and physical location; (3) that the applying individual is a valid employee of the applicant company with authority to bind the Member; and (4) to clarify any of the information provided in the membership application.

(c) Member agrees to promptly, but in no event more than five business days after the occurrence, notify DTA if Member becomes aware that its eligibility status has changed.

(d) Membership dues are based on annual revenues, as specified in the DTA Asia Pacific Membership Application and Membership Categories document. The process and timeframe for paying membership fees are explained in detail in Addendum C.

(e) Member benefits are described on the DTA website at <https://dtxalliance.org/engage/apac-membership/>

(f) No Member shall hold more than one membership in the Alliance. A Member and its Affiliates shall be deemed one Member. Except as expressly provided in and authorized by the Membership Agreement, the Bylaws, or other provisions of law, all Members shall have the same rights and privileges and be subject to the restrictions and conditions established from time to time by resolution of the Board. Applicants for membership shall be admitted to membership upon submission of the Membership Application, approval by the Board, execution of the Membership Agreement, and payment of any annual dues established by the Board.

(g) DTA reserves the right to deny or revoke membership if it learns that an applicant or member is engaged in any conduct deemed harmful to patients or the DTx industry. In order to qualify as a digital therapeutic manufacturer, the primary purpose of the company must be to design and manufacture digital therapeutics. DTA reserves the right to not approve an organization's application if any of the above criteria are found to be misrepresented or revoke membership for any company that later fails to meet the necessary criteria.

## **2. Terms and Termination**

(a) *Agreement Renewal.* This Agreement is effective from the date of acceptance of this Agreement by DTA's CEO and receipt of membership fees. This agreement shall automatically renew annually to the extent a Member continues its membership in DTA unless terminated by either party.

(b) *Member Withdrawal.* Notwithstanding anything to the contrary contained herein, Member may terminate this Agreement without cause at any time. In addition, this Agreement shall terminate automatically if: (i) Member is no longer a Member in good standing of DTA with up to date payment of membership fees; (ii) Member no longer satisfies all of the criteria for admission or Membership to DTA; (iii) the operation of DTA is terminated; or (iv) the DTA Board of Directors, for just cause, votes to terminate the Member, the Member Program, or existing Member Agreements. Neither DTA nor its employees, agents, contractors, subcontractors, information providers, or other DTA Members shall be liable to Member for any costs, expenses, or damages whatsoever for terminating this Agreement based on (i) through (iv) above, and Member shall not be entitled to any refunds for amounts paid to DTA under this Agreement.

(c) *Termination Process.* If a Member does not reasonably correct all acts and omissions giving rise to termination of membership within 30 days after the first written request for such correction is sent by the Board or its duly authorized representative to such Member, the Board may notify such Member in writing that the Board has terminated the Member's membership.

(d) *Effect of Resignation or Termination of Membership.* A Member whose membership is terminated by the Board or who withdraws from the Alliance shall no longer have the right to participate in any of the activities of the Alliance or receive regular Alliance communications, and shall not be entitled to a refund of any membership dues.

(e) *Transition to Another Level.* In the event of transition to a different level of membership, the Member shall have to pay pro rata for the remainder of the calendar year the additional applicable membership fee; however, if the fee for the new level of membership would be lower than the fee already paid, there will be no refund of any amounts already paid.

(f) *Transfer of Membership.* No Member may assign or otherwise transfer its membership to another party without the prior written consent of the Board, except upon a change of control or a sale of all or substantially all assets involving that Member, or by operation of law. Any such assignment or transfer shall be effective only upon the agreement in writing by that Member's intended assignee to (i) be bound by the terms and conditions of these Bylaws and any other Alliance agreements to which that Member is a party and (ii) assume all the obligations and liabilities of such Member under these Bylaws or such other agreements. Any attempted assignment or transfer contrary to the terms of this paragraph shall be null and void and have no effect. Any Member acquiring or merging with another Member shall be entitled to only one vote after the consummation of such acquisition or merger. In the event of a termination due to the assignment or transfer hereunder, the assignor shall continue to be obligated with regards to license obligations under the Membership Agreement.

(g) *Use of Names.* Each Member grants DTA the non-exclusive right, with prior written consent, to use the Members' names, biographies, pictures, and related corporate logos or copyrighted or trademarked symbols (the "Protected Materials") as part of DTA's related press releases, marketing, advertising, and promotional materials related to the Alliance and its present and future programs and services. Members reserve all rights not otherwise expressly granted herein to the Protected Materials and DTA shall not acquire any ownership interest in the Protected Materials.

(h) *Non-liability of Members.* By virtue of being a Member, no Member of the Alliance shall be liable for the debts, liabilities, or obligations of the Alliance.

(i) *Membership Roll.* The Alliance shall keep a membership roll containing the name and address, including email addresses, of each Member, the date upon which the applicant became a Member, and the name of one individual from each Member who shall serve as that Member's designated representative with the Alliance to receive all correspondence and information and to distribute this information within his or her organization. Termination of the membership of any Member shall be recorded in the roll. The membership roll will not be sold or otherwise be made available to third parties.

### **3. Membership Activities**

DTA Members are entitled to participate in the following activities:

(a) *Asia Pacific Task Groups.* Task Groups are responsible for carrying out the work of Alliance priority issues and initiatives. Representatives from each Member company are eligible to participate on Task Groups. Member companies will be eligible to participate in one or more Task Groups but may not serve as the Chair or Co-Chair for more than one Task Group at a time without approval from the Director of Membership.

(b) *Asia Pacific DTA Member Events.* All Members are invited to participate in annual membership events. DTA staff will publish anticipated event dates prior to the event.

(c) *Board of Directors.* All Members are eligible to nominate a representative to the DTA Board of Directors during the annual election cycle.

(d) *DTA Asia Pacific Slack Workspace.* All Members are eligible to participate in DTA Slack channels.

(e) *Additional Asia Pacific events.* DTA will host additional events and initiatives throughout the year that Members will be invited to participate.

### **4. Use of Information**

(a) Members may be asked to voluntarily share publicly-available study results and clinical trial outcomes (“Clinical Information”) with DTA for promotion on the DTA website and in select publications. Such data shall not be used without the permission of the Member.

(b) Notwithstanding anything to the contrary herein, Member hereby grants to the Alliance a non-exclusive, non-assignable, non-transferable, royalty-free, revocable, worldwide license to use non-confidential information provided by Member in its capacity as a member (“Member Information”) or Clinical Information described in subsection (a) above, solely for the purposes contemplated herein. Membership information includes but is not limited to, non-confidential information provided by a Member through DTA member communication channels such as a DTA email list server or the DTA website submission process. Nothing contained herein shall be deemed as granting, whether express or implied, any other license, right, title or interest in and to any other information provided or made available by Member to DTA for non-public use.

Such license shall include a right for DTA to disseminate such information to other Members and partners, subject to, and solely in accordance with, the terms and conditions set forth in this Agreement.

#### **5. Confidentiality and Conflict of Interest**

Each Member shall hold in strict confidence, and will not use or disclose to any third party, other than on a confidential basis to its and its affiliate’s directors, officers, employees, consultants, agents, and representatives with a need to know such information to effectuate the parties’ mutual intent hereunder, any confidential or proprietary data or information obtained from the disclosing party, or to which the receiving party has access, including with respect to the disclosing party’s business or financial condition or otherwise. Information generally known in the industry or otherwise publicly available at the time of disclosure, information that a party can demonstrate was lawfully in its possession prior to the date of disclosure, information which has been disclosed by third parties which have a right to do so, or information developed independently by the receiving party without reference to the Confidential Information, shall not be deemed Confidential Information for purposes of this Agreement. Each party’s obligations pursuant to this Agreement shall survive the termination of this Agreement for any reason.

Each Member covenants and warrants that it shall abide by DTA’s Member Confidentiality Agreement (see Addendum D) and Conflict of Interest Agreement (see Addendum E). All Member representatives must file a Conflict of Interest Agreement with the Alliance. DTA represents and warrants that all Members are bound by substantially similar obligations of confidentiality and restrictions regarding use of information as those set forth herein.

#### **6. Creation of Intellectual Property**

The Parties’ principal intention under this Membership Agreement is to collaborate on developing and furthering programs and tools to support the DTx industry and improve patient healthcare outcomes. The development or exchange of computer software and the making of subject inventions and/or intellectual property are not the principal goal of this Agreement. To the extent any computer software is developed or exchanged under this Membership

Agreement or subject inventions and/or intellectual property are made, they will be handled in accordance with this Section 6 of the agreement.

The Member and DTA shall separately own any Subject Invention Made solely by its respective employees. Both Parties shall jointly own Subject Inventions Made jointly by Member and DTA employees, with no accounting rights to the other Party. Pursuant to the Bayh-Dole Act, DTA shall have the first option to file a patent application on any jointly owned Subject Inventions only to the extent that other collaborators are not entitled to a license in the same Subject Invention under separate agreements.

DTA may, at its own discretion, negotiate with contractors for purposes that may produce Subject Invention and determine the allocation of rights between DTA and its contractor for Subject Invention its contractor makes, solely or jointly.

### **7. Representations and Warranties**

(a) Member represents, warrants, and covenants that it is duly formed and existing and in good standing under the laws of the State of its incorporation, if a corporation, or formation otherwise.

(b) The services and programs offered hereunder are provided "as is," without any warranty of any kind by DTA and Members agree to use such services and programs at their sole risk.

### **8. Limitation of Liability**

Without limiting section 7(b), in no event will DTA be liable for any damages, whether direct, incidental, special, consequential, or punitive damages (including, without limitation, loss of profits, use, data or other economic advantage), regardless of the theory of liability, arising from or related to this agreement, even if DTA has been advised of the possibility of such damages.

### **9. Release & Waiver of Liability, Covenant Not to Sue and Indemnity Agreement**

Member waives and releases DTA, its respective administrators, directors, agents, officers, volunteers, and employees, (each considered one of the "releasees" herein), from any claim for damages brought on by behalf or by joinder in the result of a claim from a third-party originating from the voluntary sharing of information, data, documents, or intellectual property (including but not limited to patents, trademarks, copyrights and trade secrets) resulting in pecuniary injury or damage to the reputation of any individual or organization that may arise from membership in this tax-exempt nonprofit organization. Member further covenants not to sue releasees in any court, tribunal, or proceeding for any claim for damages brought (or by joinder in the result of a claim from a third party) originating from the voluntary sharing of information, data, documents, or intellectual property (including but not limited to patents, trademarks, copyrights, and trade secrets) resulting in pecuniary injury or damage to the reputation of any individual or organization that may arise from my membership in this tax-exempt nonprofit organization. Member further agrees that if, despite this release, waiver of liability, and assumption of risk, member, or anyone on member's behalf, makes a claim against any of the releasees, member will indemnify, defend, and hold harmless each of the releasees from any loss, liability, damage, or cost which any may incur as the result of such claim. Member has read this release and

waiver of liability, assumption of risk, and indemnification agreement, and understands that Member has given up substantial rights by signing it and has signed it freely and without any inducement or assurance of any nature and intends it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

#### **10. Assignment**

Neither party may assign this Agreement, or its rights and obligations hereunder, without the prior written consent of the other party except that Member may assign this Agreement or any rights or obligations hereunder to a parent, subsidiary, or affiliate upon written notice to DTA and its acceptance of such. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.

#### **11. Governing Law; Dispute Resolution; Interpretation**

This Agreement will be interpreted and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its principles of conflict of law or choice of laws.

Any unsettled controversy or claim between the parties arising out of or relating to this Agreement or any breach thereof shall be settled by binding arbitration in Washington, D.C. pursuant to the rules then in effect of the American Arbitration Association and in accordance with the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards.

This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. The headings of the Sections contained in this Agreement are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

#### **12. Antitrust Policy**

DTA recognizes and endorses the policies underlying the United States' antitrust laws. It is the belief of DTA that competition is the fairest and most efficient mechanism of economic regulation. Accordingly, any activity that intentionally or unintentionally reduces competition or restrains trade is contrary to that belief and DTA policy. In order to ensure that DTA members, advisors, and staff understand and comply with basic antitrust law and DTA policy, the DTA Board of Directors has adopted an Antitrust Policy Statement (see Addendum F). All members and their representatives involved in DTA activities agree to abide by the adopted policies.

Associations are subject to strict scrutiny under both federal and state antitrust laws. Antitrust laws serve to "maintain competitive market structures in order to protect trade and commerce from monopolies and restraints on competition such as collusive price-fixing." DTA is not organized to and may not play any role in the competitive decisions of its members or their employees, nor in any way restrict competition among members or potential members. Rather it serves as a forum for a free and open discussion of diverse opinions without in any way attempting to encourage or sanction any particular business practice. Therefore, this policy statement (see Addendum F) clearly and unequivocally supports the policy of competition



served by the antitrust laws and to communicate DTA's uncompromising policy to comply strictly in all respects with those laws. All Member representatives must file an Antitrust Policy Agreement with DTA.

Violation of antitrust laws can be severe. A conviction can carry stiff fines for the association and its offending leaders, jail sentences for individuals who participated in the violation, and a court order dissolving the association or seriously curtailing its activities. The antitrust laws can be enforced against DTA, DTA Members, and DTA's employees by both government agencies and private parties (such as competitors and consumers) through treble (triple) damage actions. The most common antitrust claims against alliances includes price-fixing (any explicit or implicit understanding affecting the price of a member's product or service is prohibited regardless of perceived benefits), organized boycotts, joint refusals to deal, market allocations, illegal tying arrangements, bid-rigging, and some forms of boycotts. In addition, there are many features that factor into price; agreements as to warranty duration, freight terms, or other factors that can directly impact price also are proscribed.

The antitrust laws prohibit competitors from engaging in actions that could result in an unreasonable restraint of trade. Above all else, DTA Members should be free to make business decisions based on the dictates of the market – not the dictates of DTA. Given the severity of such penalties, the Board intends to take proper measures to ensure that violations of the antitrust laws do not occur.

### **13. Code of Conduct**

Each Member and its representative employees participating in DTA member activities shall abide by the DTA Participant Code of Conduct Policy (see Addendum G).

### **14. Notice**

Any notice required or permitted to be given under this Agreement shall be given in writing and shall be hand delivered, telecopied (provided that another method set forth in this Section 14 is also used), sent by e-mail, sent by certified or registered mail, or sent by overnight courier service to the (a) Member as set forth in this Agreement, or at such address or e-mail address as it may have specified in writing to the DTA, and (b) to DTA at the below address or at such location as DTA shall have specified in writing to Member as its principal office.

Digital Therapeutics Alliance  
ATTN: Member Relations  
1405 S Fern St #90008  
Arlington, VA 22202  
Email: [membership@dtxalliance.org](mailto:membership@dtxalliance.org)

By signing this DTA Membership Agreement, you ("Member") agree to become a member of the Digital Therapeutics Alliance (DTA), and will receive the benefits provided to DTA members, and you further accept and agree to the DTA Membership Agreement General Terms and Conditions.



The cost for this Membership is covered annually through payment of the membership dues designated and determined by the DTA Board of Directors, payable upon receipt of invoice.

**DTA APAC Member Representative**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**DTA Representative**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

## Membership Agreement Addenda

### Addendum A: Membership Qualifications

In order to qualify for membership in DTA, the applying entity must meet the following requirements:

- Entity must be actively engaged in the digital therapeutics industry.
- Entity must acknowledge support of DTA’s mission, goals, and core principles, as outlined at <https://www.dtxalliance.org>.
- Entity must identify their classification type and provide information to assess membership eligibility and annual dues.
- If engaged in the development, support, and/or utilization of digital therapeutics, the entity must indicate support of digital therapeutic development and validation principles as outlined in the DTA Membership Application. This information must be updated at least once a year or within 5 days of any change in business operations that affects its classification type.
- Entity must pay annual dues as determined by the DTA Board of Directors and comply with the provisions of the DTA Bylaws (available upon request).

### Addendum B: Membership Benefits

Member benefits include:

- Access DTA APAC Task Group Meetings
- Access DTA APAC Slack Channel
- Access DTA’s WeChat Group
- Access DTA APAC Member Events
- Monthly APAC Newsletter

### Addendum C: Membership Dues Process and Timeframe

Membership dues are paid during the registration process according to the fee schedule below.

<b>APAC Membership Pricing</b>	
Pre-Rev	\$750
\$1 - \$2mil	\$2,000
\$2mil - \$10mil	\$10,000
\$10 - 25mil	\$15,000
\$25 - 50mil	\$25,000
\$50 - 75mil	\$35,000
\$75mil+	\$45,000

**Addendum D: DTA Member Confidentiality Agreement**

As a member representing this organization, I recognize that I owe a duty of confidentiality to the information obtained from the Digital Therapeutics Alliance (DTA) or its members during the course of membership activities. In connection with my membership and involvement with DTA work groups and other positions, I may be given or have access to confidential information of DTA or third parties. Confidential Information is all information that DTA considers confidential or proprietary information regarding the organization's current or future operations, programs, activities, policies, procedures, practices, financial condition, trade secrets, membership lists, and standards of DTA, its members, or third parties. Confidential Information also may include, but is not limited to, unpublished or prerelease versions of DTA white papers, surveys, clinical data, and other documents and information, for internal use only or limited circulation documents and information.

I agree that I will not disclose or permit to be disclosed any Confidential Information, and that I will not appropriate, photocopy, reproduce, or in any fashion replicate any Confidential Information without the prior written consent of DTA. I agree that any disclosure of Confidential Information in violation of this agreement shall cause immediate and substantial damage to DTA and to any parties that provided the Confidential Information to DTA. I agree to use reasonable efforts to maintain the confidentiality of the Confidential Information. I also agree not to use any Confidential Information for my own benefit or that of my employer unless authorized in advance by DTA. Confidential Information shall not include information that enters public domain through no fault of mine or my employer, or which I rightfully obtain from a third party without comparable restrictions on disclosure or use.

DTA will not disclose any information regarding member companies that is not already publicly available without prior written consent.

**Addendum E: Conflict of Interest Agreement**

With regard to my membership activities in DTA, I must act at all times in the best interests of DTA and not for personal gain or financial enrichment. When encountering potential conflicts of interest, I shall identify the potential conflict and notify the Director of Membership. Specifically, members and their employees involved in committees and working groups shall:

- Avoid placing (and avoid the appearance of placing) one's own self-interest above that of DTA. While the receipt of incidental personal benefit may necessarily flow from certain DTA activities, such benefit must be merely incidental to the primary benefit of DTA and its purposes;
- Not abuse their position by improperly using it for services, DTA's staff services, equipment, materials, or property for their personal or private business gain or pleasure, and shall not represent to third parties that their authority as a member and representative of the organization extends any further than that which it actually extends;
- Not engage in or facilitate any discriminatory or harassing behavior directed toward DTA employees, officers, directors, members, suppliers, contractors, partners, or others in the context of activities relating to DTA;

- Not solicit or accept large gifts, gratuities, free trips, honoraria, personal property, or any other item of value from any person or entity as a direct or indirect inducement to provide special treatment to such donor with respect to matters pertaining to DTA without prior approval of the board of directors;
- Provide goods or services to DTA as a paid vendor only after full disclosure to, and advance approval by, the Board or CEO, and pursuant to any related procedures adopted by the Board;
- Not persuade or attempt to persuade any member, exhibitor, advertiser, sponsor, subscriber, supplier, contractor, or any other person or entity with a relationship to or with DTA to terminate or curtail its relationship to or with DTA, or to in any way reduce the monetary or other benefits to DTA of such relationship; and
- Upon termination of service, participants will promptly return to DTA all documents, electronic and hard files, reference materials, and other property not already on file with DTA. Such return will not abrogate him or her from the continuing obligations of confidentiality with respect to the information acquired as a consequence of his or her tenure.

To help avoid any conflicts of interest, on this form I am disclosing ownership or other proprietary interests, responsibilities, circumstances, or other reasons why I (or, by extension, any member of my family) might have an actual, apparent, or potential conflict of interest with my duty to DTA, both with respect to conflicts prohibited above and any others. I hereby invite further review of DTA by any aspects of these circumstances that might be considered appropriate. In addition, I agree to take other steps, such as avoiding deliberation and resolution of certain issues, or even withdrawing from a membership on a committee, work group, or other position if it is determined that such steps are necessary to protect the integrity of the organization. Finally, during such time as I continue to participate in DTA activities, I agree to notify the DTA Director of Membership promptly if and when I determine that any additional actual, apparent, or potential conflicts of interest with my duty to DTA arise subsequent to the execution of this form.

#### **Addendum F: DTA Antitrust Policy Statement**

DTA is committed to strict compliance with federal and state antitrust laws. Antitrust laws are designed to promote free and open competition and to penalize any activities that limit or constrict competition. These activities include agreements among competitors on prices, agreements to boycott third parties, and agreements to divide markets. Accordingly, the following guidelines apply to any meeting or other activity conducted under the auspices of DTA:

- (a) DTA staff or consultants shall be present at all times.
- (b) Discussions of prices or price levels are prohibited. In addition, no discussion is permitted of any elements of a company's operations which might influence price such as:
  - Cost of operations, supplies, labor or services;
  - Allowance for discounts;
  - Terms of sale including credit arrangements; and,

- Profit margins and markups, provided this limitation shall not extend to discussions of methods of operation, maintenance, and similar matters in which cost or efficiency is merely incidental.

(c) It is a violation of Antitrust laws to agree not to compete, therefore, discussions of division of territories or customers or limitations on the nature of business carried on or products sold are not permitted.

(d) Boycotts in any form are unlawful. Discussion relating to boycotts is prohibited, including discussions about blacklisting or unfavorable reports about particular companies including their financial situation.

(e) Without prior authorization and legal counsel input, there shall be no discussion of agreements to deal exclusively with certain parties, requirements that purchasers of particular products or services purchase other products or services, standard-setting, certification, statistical reporting, or codes of ethics and other self-regulatory activities.

(f) It is DTA's policy that if at any meeting attended by representatives of the organization where discussion borders on an area of antitrust sensitivity, DTA's representative must request that the discussion be stopped and ask that the request be made a part of the minutes of the meeting being attended. If others continue such discussion, DTA's representative must excuse himself from the meeting and request that the minutes show that he left the meeting at that point and why he left, and that DTA's acceptance of the meeting as legitimate has ended. Any such instances should be reported immediately to the Chair and CEO of DTA.

(g) It is DTA's policy that a copy of these Antitrust Compliance Policies and Procedures be given to each officer, director, committee member, official representative of member companies and DTA employees annually and that the same be read, or understood at all meetings of the membership of DTA.

(h) DTA's staff shall keep minutes of all meetings and immediately terminate any discussion that may violate these guidelines.

Severe civil and criminal penalties, including fines and imprisonment, can result from violations of these antitrust laws. Whenever in doubt about how to apply these guidelines, the officers, members, and guests of DTA should consult its CEO and legal counsel.

#### **Addendum G: DTA Participant Code of Conduct**

As members of a nonprofit, multidisciplinary, neutral forum for sharing information and working on projects to support the development of the digital therapeutics industry, DTA Members should reflect the diversity of the global industry and account for regional representation, professional interest area, and work place settings. The spirit of this document attempts to uphold DTA's Core Values of: fostering a passion for DTA's mission and vision; maintaining integrity; building accountability and trust; treating all individuals with respect and dignity; creating a diversity of perspectives; neutrality; and providing meaningful deliverables that benefit

patients, providers, and all industry stakeholders. DTA Members shall at all times abide by and conform to the following Code of Conduct in their capacity as a DTA participant in Member activities:

#### *General Expectations*

- Members shall make decisions in the best interest of the Alliance.
- Members shall contribute to a collegial, inclusive, professional, positive, and respectful work environment for fellow participants, stakeholders, and staff, and shall model the best in participant behavior.
- Members shall know, understand, and support DTA's mission, vision, core values, purpose, and goals and become familiar with and follow DTA policies, procedures, guidelines, and the Participant Code of Conduct while acting on behalf of DTA.
- Members shall not discriminate and shall be respectful of ethnic, national, and cultural differences.
- Members shall not use DTA's marks, insignia, name, logos, and trade dress (collectively, "DTA Marks") unless given express permission by the DTA Board or CEO in compliance with guidelines issued by DTA.
- Members shall at all times obey all applicable laws and regulations of the relevant government authorities, including all laws and provisions that govern appropriate conduct in the workplace while acting on behalf of DTA.

#### *Meetings and Communication*

- While acting on behalf of DTA, professional behavior and respectful discourse shall be required of Members. Disruptive or inappropriate behavior toward other volunteers, stakeholders, or staff is unacceptable.
- Only information deemed for public knowledge may be shared or discussed outside DTA, unless specifically authorized to do so by the CEO and/or the Board of Directors. No participant shall share, copy, reproduce, transmit, divulge, or otherwise disclose any confidential information related to the affairs of the Alliance, and each volunteer will uphold the strict confidentiality regarding any information discussed at meetings or any other deliberations and communications. Questions regarding the confidential nature of DTA information or documents shall be directed to the appropriate staff person or Board member.
- Members are not permitted to speak on behalf of DTA or the Board to external parties, such as the media or other interested parties, unless specifically asked to do so by the CEO and/or the Board of Directors.
- All contractual agreements are the responsibility of the DTA CEO and/or Board. Participants will not make such commitments on behalf of DTA, except in accordance with established DTA policies.
- All DTA correspondence, regardless of the medium, is a reflection on the Alliance. E-mail communications shall follow the same professional standards as verbal communication. E-mails may be considered legal documents and, therefore, caution shall be exercised when recording written opinions and statements. The use of the "blind copy" function is strongly discouraged when conducting official DTA business.

- Members shall support DTA to other participants, members, and stakeholders. Inappropriate communication by email or in any public forum about DTA, its members, staff, stakeholders, policies, procedures, or guidelines is not acceptable. Issues regarding DTA shall be taken up in private with the appropriate DTA staff member.
- Members in committee and working group meetings (in-person and teleconferences) are typically required to fulfill the duties associated with the respective role.

#### *Relationship with Other Members, Stakeholders, and Staff*

- Members shall understand the scope of their authority and exercise good judgment in their dealings with other members, stakeholders, staff, suppliers, and the general public and shall respond to all constituents and the needs of the Alliance's members in a responsible, respectful, and professional manner.
- DTA events are professional gatherings and therefore appropriate behaviors are expected. Participants shall adhere to DTA policies, procedures, guidelines, and the Participant Code of Conduct in all interactions with other members, stakeholders, staff, vendors, and other constituents.

#### *Avoiding Conflict of Interest*

- No Member will use any information provided by the Alliance or acquired as a consequence of the participant's service to the Alliance in any manner other than in furtherance of his or her volunteer duties. Furthermore, participants will not misuse Alliance property or resources and will at all times keep the Alliance's property secure and not allow any person not authorized by DTA access to such property.
- Members shall not persuade or attempt to persuade any member, exhibitor, sponsor, supplier, contractor, or any other person or entity with an actual or potential relationship with the Alliance to terminate, curtail, or not enter into its relationship to or with the Alliance, or in any way to reduce the monetary or other benefits to the Alliance of such relationship.
- Members are expected to act at all times in the best interest of the Alliance and not for personal or third-party gain or financial enrichment. When encountering potential conflict of interest, Members will identify the conflict and report it to the Director of Membership who may ask them to remove themselves from all discussions and voting on the matter.
- Members will not accept gifts, gratuities, free trips, honoraria, personal property, or any other item of value from any person or entity as a direct or indirect inducement to provide special treatment to such donor with respect to matters pertaining to the Alliance without fully disclosing such items to the Director of Membership in advance.

#### *Confidential Communication*

Upon termination of service, participants will promptly return to the Alliance all documents, electronic and hard files, reference materials, and other property not already on file in the DTA office. Such return will not abrogate him or her from the continuing obligations of confidentiality with respect to the information acquired as a consequence of his or her tenure.

*Violations of the Code of Conduct*

- DTA staff shall resolve any issues with Members in a professional manner.
- Members violating the Code of Conduct may be asked to resign their position with membership activities and may be requested to discontinue future member roles. The CEO will determine if this action is necessary and will notify the participant and appropriate members.
- Members who have been removed from a membership activity position have 30 days to appeal the decision to the Board of Directors, which will review the situation and respond within 30 days of the request for appeal. All decisions of the Board of Directors are final.