



## Code of Conduct

**Produced by:**  
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**Reviewed by:**  
Board of Directors

**Recent as of:**  
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As a HaloHealth Member, I understand and agree to abide by the following Members' Code of Conduct.

## Advise

1. To provide advice to the ventures to the best of my abilities if requested.

## Connect

2. To connect the ventures to the right individuals or organizations to the best of my abilities if requested.

## Invest

3. As an angel investor,
  - a. It is my responsibility to educate, inform myself, and actively participate in the due diligence process.
  - b. I am participating in sessions hosted by HaloHealth with the intention of investing in the ventures.
  - c. If there is a conflict of interest, I am expected to use best moral judgement to excuse myself from any situation that may put myself, other HaloHealth Members, and the organization (HaloHealth) in jeopardy.

## Membership

4. Membership in HaloHealth ("Membership") is a privilege that is extended on a periodic basis to individual accredited investors (individually a "Member" and collectively "Members"), and is subject to periodic renewal, non-renewal, revocation, termination or suspension by the Board of Directors.
5. Decisions regarding approval or denial of Membership to any applicant shall be governed by the Board. All decisions are final and as such not subject to appeal.
6. The sole recourse any Member has over any disagreement with a Board decision, motion or action, regardless of its scope or nature, is to withdraw from Membership in HaloHealth. In case of withdrawal from or termination of Membership, dues for that calendar year will be refunded to such Member, prorated as a percentage and reflective of the remaining duration of the membership.
7. As a condition precedent to the grant, renewal or continuation of Membership, it shall be conclusively presumed that a Member has expressly agreed to abide by HaloHealth Bylaws and this Members Code of Conduct, as it may be modified from time to time by the Board, and to have expressly acknowledged that Membership may be revoked, terminated, suspended or not renewed by the

Board upon the failure of the Member to do so. After any change in the Members Code of Conduct, each Member must accept the updated Code of Conduct as a condition of continued membership.

8. In order to become a HaloHealth Member, the following requirements must be met:
  - a. HaloHealth MD Members must be a medical doctor and an accredited investor
  - b. HaloHealth Corporate Member must be an approved Corporate Member (by the executive director and a board member) and an accredited investor and/or organization
  - c. Paid membership dues in place to support HaloHealth (a not for profit organization) continue its operations.

## Expected Behavior

9. The purpose of Membership is to provide Members exposure to advisory and investment opportunities in early stage, health technology companies that are predominately located, or doing business, in Canada, including specific investment opportunities presented by other Members, and to provide forums for education and active interchange of information and ideas, regarding the formation, development and financial structuring of early stage companies.
10. Members must actively participate in the HaloHealth process in order to share in the benefits of HaloHealth programs and to make their participation beneficial to other Members. Members are expected to make a significant contribution to the operation of HaloHealth that may include recruiting new Members, actively participating in due diligence, participating in an investment opportunity and HaloHealth-hosted investing events, identifying investment opportunities, and serving on the board of directors or board of advisors of portfolio companies.
11. Members are also expected to make an effort in :
  - a. Advising ventures to the best of their abilities if requested,
  - b. Connecting the ventures to the right individuals or organizations to the best of their abilities if requested, and
  - c. Using best moral judgement in the case a conflict of interest arises.
12. The Board can suspend, revoke or terminate the Membership of any Member who, in the sole judgment of the Board:
  - a. Fails to disclose a material fact or makes a material misrepresentation in an application for Membership, regarding any relationship with an investment opportunity or other information sharing.

- b. Has or gives the appearance of having a material conflict of interest with HaloHealth, improperly discloses information presented in confidence to Members, or makes or allows to be made any material use of confidential information presented to Members for the benefit of any persons not Members, or any entity other than the discloser, in a manner that is in conflict with any of the interests of any other Member, HaloHealth, or the discloser
- c. Improperly solicits business from Members, or makes a material misrepresentation or omits a material fact in introducing another Member to an investment opportunity that has not been presented to other Members in the context of an HaloHealth educational forum or presentation.
- d. Behaves in a manner that materially disrupts HaloHealth activities or events.
- e. Engages in conduct that reflects poorly on HaloHealth, or which is deemed by the Board to be against the best interests of HaloHealth.
- f. Solicits or accepts any compensation for presenting an investment opportunity to, or for raising capital from, the Membership of HaloHealth.

## Investments

- 13. Investment amounts from Members are expected to be based on their individual evaluation of the merits of the proposed investment. HaloHealth does not expect any minimum investment amounts.
- 14. HaloHealth has no authority or responsibility to accept or reject an investment by any Member in any particular investment opportunity that may be the subject of a presentation or other educational meeting. The issuer, in its sole discretion, may accept or reject any potential investor, based on the issuer's sole discretion and judgment as to which investors best meet its needs, and subject to other issuer's provisions or restrictions, such as minimum investment requirements and maximum investment limits. The issuer may accept other investors who are not Members.

## Liability

- 15. Members are responsible for making individual and independent investment decisions, both as to the suitability of an investment and as to the amount, if any, invested based on their own individual evaluation of the merits of the proposed investment. Each Member agrees that HaloHealth shall have no responsibility for

the accuracy, completeness or merits of the information presented or the success or failure of any investment decision made by any Member.

16. Neither HaloHealth nor any Member shall be responsible for any other Member's due diligence, lack thereof, or reliance thereon. No Member is obligated in any way to share any due diligence with any other Member.
17. In no way shall HaloHealth, however organized, be deemed to have created a joint venture or partnership among its Members, or to have created any fiduciary duty or any other kind of obligations among or between any of its Members or HaloHealth. Neither HaloHealth nor any Member shall have any responsibility or liability for the decision of any other Member or any issuer with respect to individual participation in any investment opportunity.
18. By the execution hereof, each Member expressly waives any right to sue or bring any action of any sort on the basis of any HaloHealth related educational activity, information sharing or investment screening, investment presentation, or otherwise, against any one or more of HaloHealth, its employees, volunteers, Board, any Member or any former Member.
19. That materials, presentations, and all information provided by HaloHealth and ventures introduced via HaloHealth are confidential in nature and are not to be shared with anyone who is not a HaloHealth Member.

\_\_\_\_\_ hereby declares acknowledgement and acceptance of the above code of conduct as a HaloHealth Member.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_