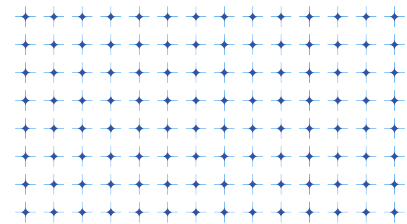




Code of Business Conduct and Ethics

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A Message from our Chief Executive Officer

Claritev is committed to conducting our business with integrity at all times. This commitment forms the foundation of our success, maintains our culture of honesty and fair play throughout our operations, and sustains our company's reputation for excellence.

Our customers count on us to deliver innovative, high-quality services and solutions, and we earn their trust by our relentless commitment to the highest standards of ethics. Every one of us shares that responsibility, and that's why it's so important for all of us to know and adhere to Claritev's Code of Business Conduct and Ethics (our Code).

Our Code is at the core of our Vision, Purpose and Values and guides our day-to-day behavior. Please take the time to read our Code and ask questions if you see something you don't understand. Your manager, our Talent team, and Claritev Chief Compliance and Chief Privacy Officer are all here to answer any of your questions about our Code.

I am proud and honored to lead a company that maintains such a strong commitment to ethical practices. Your support in abiding by our Code is appreciated and valued every day.

Travis Dalton

Chief Executive Officer

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Code of Business Conduct and Ethics

Purpose

The Claritev Code of Business Conduct and Ethics (this “Code”) contains the legal and ethical standards of conduct required of all employees of Claritev Corporation and each of its divisions, subsidiaries, affiliates, and operating or business units (collectively “Claritev”), including its executive officers, all members of Claritev Corporation’s Board of Directors (“directors”), and all contracted and temporary employees. All Claritev employees, directors, network providers, and Third Party vendors and clients (collectively “you”) are expected to apply high ethical, moral, and legal principles in every aspect of business conduct. The Claritev Corporation Board of Directors has adopted this Code in order to:

- promote honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest;
- promote full, fair, accurate, timely, and understandable disclosure in reports and documents that the Company files with, or submits to, the Securities and Exchange Commission (the “SEC”) and in other public communications made by the Company;
- promote compliance with applicable governmental laws, rules, and regulations;
- promote the protection of Company assets, including corporate opportunities and confidential information;
- promote fair dealing practices;
- deter wrongdoing; and
- ensure accountability for adherence to this Code.

You are required to be familiar with this Code, to comply with it, and to report any suspected violations as described below in Section 12, Reporting Process.

For purposes of this Code, the term “employee” includes any individual employed or contracted by Claritev. Other terms capitalized, but not defined, are defined below in Section 14, Definitions.

1. COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

You must comply with all applicable laws, rules, and regulations, at all times, in every jurisdiction in which we operate, including the Government Program laws, discussed below. The use of any of Claritev's or any of Claritev's clients' funds or assets for any unlawful purpose is strictly prohibited. If there appears to be a conflict between this Code or any other Claritev policy and the law, or if you have a question regarding the existence, interpretation, or application of any law, initiate the Reporting Process outlined in Section 12 below. Generally, if there is a conflict between this Code, any Claritev policy, and the law, the most restrictive requirement will govern.

Where required by law or as directed by Claritev, all employees and directors are expected to cooperate with all Claritev, governmental, and regulatory investigations. You should never take any action to improperly influence, coerce, manipulate, or mislead Claritev or any governmental or regulatory representative, or withhold relevant information from any of them. You are also expected to report to Claritev any improper, coercive, manipulative, or misleading actions by others during the course of any investigation by Claritev or any governmental or regulatory body.

Insider Trading

Trading in the stock or securities of a company, such as Claritev, on the basis of "inside" information is both illegal and a violation of Claritev's Insider Trading Policy. It is also illegal to recommend to others (commonly called "tipping") that they buy, sell, or retain the securities to which such inside information relates. Anyone violating these laws could face a jail term as well as disciplinary action by Claritev. In the normal course of business, you may come into possession of inside information concerning Claritev, our stockholders, Third Parties, or other companies, including about potential transactions and partnerships. If you have access to non-public material information about Claritev or another company, you are not permitted to use or share that information for your personal benefit. You are responsible for reviewing, understanding, and complying with Claritev's Insider Trading Policy. Questions about the propriety of any transaction in Claritev's or any other company's stock, bonds, or other securities should be directed to the Legal Department before undertaking the transaction.

Anti-Bribery, Anti-Corruption, and Anti-Kickback Laws

Claritev will not tolerate bribery, any form of corruption, or violation of applicable anti-kickback laws. You must not offer or pay for anything of value to influence a regulator, government official or candidate, political party, client or prospective client, Third Party or prospective Third Party, or commercial organization, or solicit or accept anything of value to grant favorable treatment to any such person. This is true even in areas where local legal and cultural standards allow it. Claritev complies with all anti-bribery, anti-corruption, and anti-kickback laws in the locations where it does business. Questions about the propriety of any action that may create the appearance of improper influence should be directed to your direct supervisor/direct reporting manager, to the Chief Compliance and Chief Privacy Officer, or to the Legal Department. See also the subsection entitled “Gifts and Gratuities” below for more information about Claritev’s gift and gratuity policies.

2. CONFLICTS OF INTEREST

A conflict of interest occurs when an individual’s private interest (or the interest of a member of their family) interferes, or even appears to interfere in any way, with that individual’s ability to make fair and impartial judgements and to act in the best interests of Claritev. A conflict of interest may exist if an employee takes actions or has interests that may make it difficult or impossible for that employee to perform their Claritev work objectively and effectively. Conflicts of interest also arise when an employee or director (or a member of their family) receives improper personal benefits as a result of their relationship with Claritev. Each employee, other than an executive officer, has a duty to disclose the existence of a conflict of interest or potential conflict of interest to the direct supervisor/direct reporting manager or the Vice President of their division, whichever is higher. Subject to Section 11 below, each executive officer and director must disclose the existence of a conflict of interest or potential conflict of interest to the Chief Compliance and Chief Privacy Officer or the Chair of the Audit Committee and seek approval of any interest determined to be a conflict of interest from the Audit Committee or the Claritev Corporation Board of Directors.

Relationships with Claritev Employees, Competitors, and Third Parties

Employees may not have personal ownership or other financial interest in any organization that either competes with or does business with Claritev unless they have received prior management approval. This does not apply to stock or other investments held in a publicly held corporation, provided the value of the stock or other investments does not exceed five percent (5%) of that

corporation's stock. Claritev may, following a review of the relevant facts, permit ownership interests which exceed these amounts if management concludes such ownership interests will not adversely affect Claritev's business interests or the judgment of the employee.

No employee shall perform work, render services for, or receive any direct or indirect financial benefit from any competitor of or supplier to Claritev outside of the normal course of their employment with Claritev without obtaining the prior approval of their division direct supervisor/direct reporting manager or the Vice President, whichever is higher. Each employee shall disclose if a Family Member works for an entity with which Claritev has an arrangement or is contemplating entering into an arrangement with an entity that directly competes with Claritev. A "Family Member" includes: an employee's spouse, as defined by state-specific statutes, and adoptive, biological, step, or half-relationship child, parent, brother, sister, grandparent, grandchild, mother- or father-in-law, and legal guardian.

Claritev's purchasing decisions are based on the Third Parties' ability to meet Claritev's needs and not on the basis of personal relationships or gift and gratuities extended or accepted. Any gifts, meals, favors, or entertainment, in any form, that would likely result in an expectation of a personal obligation, should not be extended or accepted.

Loans

Loans by Claritev to, or Claritev guaranteeing the obligations of, employees or their family members are of special concern and could constitute improper personal benefits to the recipients of such loans or guarantees, depending on the facts and circumstances. Claritev may not make loans to or guarantee the obligations of any director or executive officer.

3. ETHICAL BUSINESS PRACTICES

Claritev is committed to only engaging in ethical business practices. Employees must accurately and honestly represent Claritev and may not engage in any activity or scheme intended to defraud any person or organization of money, property, or services. Likewise in the performance of their contracted duties/services, network providers and Third Parties must accurately and honestly represent their organization and may not engage in any activity or scheme intended to defraud any person or organization of money, property, or services.

Claritev will not tolerate business practices that are intended to violate the spirit

of any applicable law, even if such practices do not technically violate the law. You must exercise common sense and good judgment in assessing whether any arrangement could be perceived to be inappropriate. Claritev managers, at all levels, are expected to lead by example acting ethically and with integrity.

The provisions set forth below are designed to provide guidance on ethical business practices. Conduct not specifically addressed below must nevertheless be consistent with the general intent of this Code.

Corporate Opportunities

You are prohibited from taking for yourself; for the benefit of friends or family members; or for any other entity, opportunities that are discovered through the use of Claritev's, its clients' or its clients' enrollees' property, information, or position, and using Claritev's, its clients' or its clients' enrollees' property, information, or position for personal gain. Claritev employees are further prohibited from competing with Claritev or working for another entity that competes with Claritev.

Fair Dealing and Competition

You must deal fairly with Claritev, its clients and their enrollees, its Third Parties, employees, partners, competitors, and anyone else with whom you come into contact in the course of performing your duties on behalf of Claritev. You must not take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other unfair-dealing practice.

General business information about competitors is important to Claritev's efforts to maintain and improve upon our competitive position in the markets in which we operate. However, only legal and ethical means should be used to gather information about existing and potential competitors. Furthermore, you should not engage in any activity that has the effect of unlawfully limiting competition.

Honest Communication

You must be open and honest in the performance of your job duties or contracted duties/services. You shall not make false or misleading statements to Claritev or any entity doing business with Claritev about any other individual or organization, about the products or services of Claritev or its competitors, or your contracted duties/services.

4. CONFIDENTIALITY

In accordance with applicable legal and ethical requirements, you must maintain the confidentiality of the following types of information:

- Client Confidential Information;
- Vendor Confidential Information;
- Employee Confidential Information;
- Enrollee Confidential Information;
- Claritev Proprietary Information;
- Payor Confidential Information; and
- Provider Confidential Information.

Throughout this Code these types of information are collectively referred to as “Confidential Information.” For full definitions of each and of other relevant terms, please see below in Section 14, Definitions.

Confidential Information and Compliance with Applicable Regulations

You must follow all applicable state, federal, and international data privacy laws and regulations that govern the privacy and security of certain Confidential Information, including without limitation applicable Health Insurance Portability and Accountability Act (HIPAA) regulations and the Health Information Technology for Economic and Clinical Health Act (HITECH), which regulates the use and disclosure of Protected Health Information (“PHI”) and Personally Identifiable Information (“PII”). You are also required to adhere to all Claritev privacy and security policies and procedures. All applicable policies and procedures are available to employees on MultiVerse, and available to network providers and Third Parties upon request.

Confidential Information, including PHI and PII, must be safeguarded at all times. You are required to limit your access of Confidential Information to only the minimum amount necessary to perform the applicable job function or contracted duties/services. Confidential Information may only be disclosed in accordance with applicable state, federal laws or regulations, international data privacy regulations, and Claritev’s privacy and security policies and procedures.

To report a privacy or security related issue, please see the Reporting Process outlined below, in Section 12.

Communications with Governmental Entities

You may communicate, cooperate, or file a complaint with any U.S. federal, state or local government agency or law enforcement entity concerning possible violations of any legal or regulatory requirement. You may make disclosures that are protected under the whistleblower provisions of any applicable law or regulation to any governmental entity, so long as: (1) such communications and disclosures are consistent with applicable laws, and (2) the information disclosed was not obtained through a communication that was subject to the attorney-client privilege (unless disclosure of that information would otherwise be permitted by an attorney pursuant to the applicable federal law, attorney conduct rules, or otherwise). Any agreement inconsistent with the above language between Claritev and any employee is deemed invalid and will not be enforced by Claritev.

5. PROTECTION AND PROPER USE OF ASSETS AND RESOURCES

All employees must strive to preserve and protect Claritev's assets by making prudent and effective use of Claritev's resources. You are personally responsible for safeguarding and using Claritev assets and resources appropriately. When providing services to Claritev clients or their enrollees, you too must make prudent and effective use of Claritev's or its clients' resources. Claritev assets include, but are not limited to, Claritev Proprietary Information and physical property including facilities, computers, other equipment, and supplies. Assets must be protected from misuse, damage, theft, or other improper handling, and may only be used for their intended purpose.

You are prohibited from improperly using Claritev's assets for personal reasons. You are prohibited from the unauthorized use or taking of Claritev's equipment, supplies, materials, or services, excluding nominal use or use previously approved by Claritev.

All Claritev business shall be conducted in a manner designed to further Claritev's interest rather than the personal interest of an individual employee. Prior to engaging in any activity on Claritev time that will result in compensation to the employee from an entity other than Claritev or the use of Claritev's equipment, supplies, materials, or services for personal or non-work-related purposes, employees must obtain the approval of their supervisor.

6. ACCURACY OF COMPANY RECORDS AND FINANCE-RELATED REPORTING

Claritev's periodic reports and other documents that are filed with the SEC, including all financial statements and other financial information, must comply with applicable federal securities laws and SEC rules. Each employee and director who contributes, in any way, to the preparation or verification of Claritev's financial statements and other financial information must ensure that its books and its records accurately and fairly reflect, in reasonable detail, Claritev's assets, liabilities, revenues, and expenses. Each employee and director who is involved in Claritev's financial disclosure process must also be familiar with and comply with Claritev's disclosure controls and procedures and its internal control over financial reporting, and must take all necessary steps to ensure that all filings with the SEC and all other public communications about Claritev's financial and business condition provide full, fair, accurate, timely, and understandable disclosure.

All records, data, and information owned, used, and managed by Claritev should be accurate and complete. You are personally responsible for the integrity of the information, reports, and records under your control. You are also required to cooperate fully with Claritev's accounting and internal audit departments, as well as Claritev's independent public accountants and counsel. Such cooperation requires accuracy, candor, and responsiveness. You must never try to alter or destroy data; make any false, misleading, or inaccurate oral or written statement; or influence, pressure, mislead, or manipulate any of Claritev's independent public accountants in connection with any review of its financial or other records, or ask someone else to do the same.

If you have a concern about the integrity or objectivity of Claritev's financial statements or any other public disclosures made by Claritev, or any of Claritev's accounting practices, internal accounting controls or auditing matters, you should immediately report that concern to the Audit Committee, the Chief Compliance and Chief Privacy Officer, through Claritev's Ethics Hotline, or through any other method described in the policy: Open-Door Policy/Grievance Procedure/Whistleblower Rights and Protections. Employees may submit reports on an anonymous and confidential basis through the Ethics Hotline. For more information about Claritev's procedures for reporting and responding to concerns regarding accounting, internal controls or auditing matters, or financial information matters, see the Claritev Corporation Financial Whistleblower Policy.

7. GIFTS, OUTSIDE ACTIVITIES, AND LOBBYING

Gifts and Gratuities

The purpose of business entertainment and gifts is to create goodwill and sound working relationships. Entertaining and/or offering gifts to gain an improper advantage or provide an incentive or “kick-back” to encourage business arrangements with or on behalf of Claritev is impermissible and a violation of this Code. Accepting the solicitation or acceptance of gifts, favors, services, entertainment or other things of value that would influence referrals, purchases, or other business decisions is prohibited.

Employees may accept or offer only those business gratuities that have a nominal value, as defined by Claritev policy. In no event shall employees accept or offer gifts, favors, services, entertainment, or other things of value to the extent decision-making or actions affecting Claritev might be influenced by such gratuities. Cash, checks, stocks, or financial instruments are prohibited. Further, no bribes, kickbacks, or other similar payments, in any form, shall be made, directly or indirectly, to, or for, a Claritev employee, agent, or representative. Service or product offerings shall represent the fair market value of the services provided by the Third Party to Claritev, negotiated in an arms-length transaction and should not be determined in a manner which takes into account the volume or value of any referrals or business otherwise generated. At all times, employees must not accept or give gifts, favors, services, entertainment or other things of value that are in violation with applicable laws and regulations. Since practices in offering and accepting business gratuities vary among the markets and industries we serve, consultation is critical – employees should ask their supervisor or the Chief Compliance and Chief Privacy Officer if they have a question about what is appropriate.

Before offering or providing any gift or gratuity to a Claritev employee, the network provider or Third Party must confirm with the Claritev employee that such gift or gratuity would not place the employee in violation of this Code and/or applicable Claritev policies.

Nothing in this Code shall prohibit a Claritev business unit or supervisor from establishing stricter rules relating to the acceptance or giving of gifts, gratuities, or other items of value to clients or from network providers and Third Parties.

Outside Activities and Directorships

Each Claritev employee has a duty to disclose any Outside Activities and Directorships, including any charitable or civic organization (except for homeowners’ associations, parent-teacher associations and/or religious

organizations), that directly or indirectly affect company duties, to the Vice President for their division.

An employee is involved in “Outside Activities and Directorships” if the employee: (1) holds a job outside of Claritev; (2) is involved in a business outside of Claritev; or (3) is involved with civic, trade, and charitable organizations in a role that may directly or indirectly affect the ability of the employee to perform their duties with Claritev or may influence decisions the employee makes on behalf of or affecting Claritev.

Claritev retains the right to prohibit employee membership on any Outside Activities and Directorships where such membership might conflict with the interests of Claritev. Questions regarding whether or not such participation by a Claritev employee might present a conflict of interest should be addressed to the employee’s manager Talent Representative.

Lobbying

You shall not engage in lobbying activities on behalf of Claritev unless authorized. Lobbying is strictly regulated by federal and state government rules. For example, certain federal programs require that no federally appropriated funds have been paid or will be paid by or on behalf of Claritev to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract; the making of any federal loan or grant; the entering into of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. To ensure Claritev’s compliance with lobbying laws and regulations, you may not communicate with elected officials or their staff on behalf of Claritev without clearance from Talent or business representative, the Legal Department, and the Government Affairs team. You are also prohibited from contributing or making any agreement to contribute any money, property, or services of any Claritev resources or personnel at Claritev’s expense to any political candidate, party, organization, or committee, except individuals who are in our Restricted Class and involved in the Claritev Corp Employee PAC.

The above is not intended to restrict you from participation or association in political activities as a citizen of your country, state, county, city, municipality, and neighborhood. However, your involvement in politics must remain separate from your responsibilities as a Claritev employee or your contractual responsibilities as a network provider and/or Third Party, except individuals who are in our Restricted Class and involved in the Claritev Corp Employee PAC.

8. INTEGRITY OF CLARITEV INFORMATION

You may use and disclose Claritev Proprietary Information only to carry out your assigned job functions or contracted duties/services, and only in compliance with applicable laws and Claritev’s privacy and security policies and procedures. During employment, employees shall not participate in expert networks as it relates to Claritev without the prior approval of Claritev’s Chief Compliance and Chief Privacy Officer. Following employment, employees are discouraged from participating in expert networks as it relates to Claritev as such participation can result in the unauthorized disclosure of Confidential Information or Claritev Proprietary Information. Any unauthorized disclosure of Confidential Information or Claritev Proprietary Information during or after employment is strictly prohibited and Claritev reserves the right to enforce its rights and take such other action with respect to such disclosure both during and after employment as Claritev deems necessary. For this purpose, “expert networks” includes, without limitation, any expert network, consultation network, research network, expert matching services, knowledge networks or any other service or network that connects businesses and professionals with industry experts who have specialized knowledge and insights. For the sake of clarity, participation with expert networks does not include cooperating with any inquiries or requests from a governmental or regulatory agency.

All financial reports, accounting and billing records, research reports, expense accounts, time sheets, invoicing, and other such documents prepared in connection with Claritev are considered Confidential Information. Such documents must be truthful, complete, and accurately recorded, and must properly describe the transactions they reflect. Improper or fraudulent accounting, documentation, or financial reporting is prohibited.

Data Retention

All data related to Claritev’s business activities must be maintained in accordance with the requirements and time frames set forth in Claritev’s Data Retention policy. You must ensure all data containing Confidential Information is securely maintained, controlled, and protected to prevent unauthorized access. Any unauthorized destruction, removal, or use of Confidential Information is prohibited.

9. FAIR EMPLOYMENT PRACTICES

Harassment and Discrimination

Harassment undermines the integrity of the workplace and/or professional

relationship. Harassment can be non-verbal, verbal, or physical, and includes implied as well as overt threats. Claritev will not tolerate the harassment of any individual by any employee or entity with which it interacts and is committed to maintaining a workplace that is free of harassment.

It is unlawful for you to sexually harass others and any such conduct is expressly prohibited. In addition, Claritev prohibits harassment and discrimination on the basis of race, color, religion, sex, national origin, sexual orientation, gender identity or expression, disability, age, pregnancy, genetic information, protected veteran status, or any other basis protected by federal, state, or other applicable laws and regulations.

Equal Employment Opportunity

It has been and will continue to be a fundamental policy of Claritev to offer equal employment opportunities to qualified individuals, regardless of race, color, religion, sex, national origin, sexual orientation, gender identity or expression, disability, age, pregnancy, genetic information, protected veteran status – or any other factor protected by law and/or Claritev policy. These policies apply not only to hiring decisions, but to all aspects of employment including training, promotion, compensation, and other terms and conditions of employment. Claritev insists that organizations with which it contracts adopt comparable requirements.

10. GOVERNMENT PROGRAMS

Claritev offers Government Program services to clients that offer state and federal level health care programs (e.g., Medicare Advantage, Medicaid Managed Care, TriCare, and Veterans Affairs). As in all of its business activities, Claritev seeks to provide Government Program services with the highest integrity.

Claritev is committed to adhering to and complying with applicable statutory, regulatory, and other requirements of Centers for Medicaid & Medicare Services (“CMS”), Department of Defense (“DOD”), Department of Veterans Affairs, and other comparable programs and/or of their designee(s). All employees, and those who do business with us to help provide services, directly or indirectly, to Government Program clients, are required to conduct activities honestly and consistent with all applicable policies and procedures. Failure to do so may subject Claritev, its employees, network providers, and/or Third Parties to substantial penalties or sanctions. Thus, Claritev is committed to compliance with all applicable Government Program requirements, and you are expected to

comply with these requirements. Should you identify or become aware of potential misconduct or suspected violations of Government Program requirements you have a duty to report it to the Chief Compliance and Chief Privacy Officer.

Claritev cannot discharge, demote, or otherwise discriminate against you as a reprisal for disclosing information (except for classified information) that you reasonably believe is evidence of a gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant (where “abuse of authority” is defined as an “arbitrary and capricious exercise of authority that is inconsistent with the mission of the executive or the successful performance of a federal contract or grant”); a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract (including competition for or negotiation of a contract) or grant.

Federal Exclusion Databases

Claritev is prohibited by law and contractual provisions from hiring or doing business with any person or entity that is currently debarred, suspended, excluded, or declared ineligible to perform work under any government contract or subcontract. Claritev makes reasonable inquiry into all candidates for employment or contracting by screening of government-maintained databases to verify the person or entity is not suspended, debarred, excluded, or otherwise excluded by federal or state agencies. Claritev checks the status of all employees and business partners at the time of hiring or initial contracting and on an ongoing basis thereafter. Network providers and Third Parties must likewise confirm that their employees and subcontractors are not currently debarred, suspended, excluded, or declared ineligible to perform work under any government contract or subcontract.

11. COMPLIANCE WITH THE CODE OF BUSINESS CONDUCT AND ETHICS

If you have knowledge of a violation of this Code you must immediately report such violation in accordance with the Reporting Process outlined below. Claritev employees, network providers, or Third Parties who make a report in good faith will not be subject to retaliation or any other forms of reprisal. If the individual making the report wishes to remain anonymous, the Chief Compliance and Chief Privacy Officer will make every effort to maintain the confidentiality of their identity, within the limits of applicable law, and to share information about their report only on a “need to know” basis. The Chief Compliance and Chief Privacy Officer will also make reasonable efforts to protect the rights of any individuals

accused of violating this Code.

In reviewing the alleged violation(s) of the Code, Claritev will consider all relevant facts and circumstances, including the extent to which the behavior was contrary to the express language or general intent of this Code, the severity of the violation, the employee's, network provider's, and/or Third Party's history with Claritev, and other factors which Claritev in its sole discretion deems relevant. Discipline for failure to abide by this Code may, in Claritev's discretion, range from verbal coaching including up to termination of employment or contracted duties/services, as applicable.

Claritev strictly prohibits retaliation or reprisal against any individual who, in good faith, discusses any concern with their supervisor, utilizes the reporting process, or calls the Ethics Hotline to submit a complaint or inquiry. Anyone found to have retaliated against another person who has in good faith raised a concern or made a report under this Code will be disciplined, which may include having their job or contract terminated or not being allowed to provide services to Claritev. However, if an individual reports a concern regarding violative conduct in which they are involved, Claritev may impose appropriate disciplinary action on the reporting individual. This non-retaliation policy does not protect an individual choosing to make an unjustified or false report for the purpose of harassment or nuisance or other improper purpose.

This Code is subject to Claritev Corporation's certificate of incorporation, as amended from time to time (the "Certificate of Incorporation"), and bylaws, as amended from time to time (the "Bylaws"), in all respects, and in the event of any conflict between this Code and the Certificate of Incorporation or Bylaws, including, without limitation, provisions related to business opportunities presented to members of the board of directors of the Company (the "Board"), the provisions set forth in the Certificate of Incorporation or Bylaws, as applicable, shall control.

This Code is meant to be read in conjunction with Claritev's other policies and procedures, including, but not limited to, those listed in Section 13 below, and any other applicable Claritev manual, instructions, or directions. This Code is not intended to provide, and shall not be construed as providing, any employment, contractual or other rights to employees, other persons, or other entities.

Claritev reserves the right to modify this Code as necessary, to incorporate new compliance requirements, regulations, and to incorporate new policies and procedures.

Administration of the Code of Business Conduct and Ethics

Claritev's ECCI Compliance Officer is generally responsible for issues of employee conduct and conflict of interest and for interpreting and applying this

Code with respect to specific situations that in which questions arise on such topics. The ECCI Compliance Officer is Claritev’s most senior employee relations officer or such other person as the Board designates from time to time. Claritev’s Chief Compliance and Chief Privacy Officer (together with the ECCI Compliance Officer, the “Compliance Officers”) is responsible for all other issues of arising under this Code, including, but not limited to, issues related to fraud, waste, and abuse (“FWA”), and is responsible for interpreting and applying this Code with respect to specific situations that in which questions arise on such topics. The Chief Compliance and Chief Privacy Officer is Claritev’s most senior legal officer regarding issues arising under this Code or such other person as the Board designates from time to time. Any authority granted in this Code to the Compliance Officers shall be deemed to be granted to the Company’s Chief Legal Officer as well, regardless of whether such person is then serving as a Compliance and Chief Officer. In no event, however, may any person grant an exception or make an interpretation as to themselves.

The Chief Compliance and Chief Privacy Officer, in their capacity as FWA Compliance Officer, will provide periodic summary updates of all Government Program-related matters to the Claritev Compliance and Risk Committee for the purposes of compliance efforts, Government Programs, and for accreditation purposes.

The Chief Compliance and Chief Privacy Officer will also be responsible for reporting on matters concerning executive officer or directors or other significant matters that may arise under this Code to the Claritev Corporation Board of Directors or a committee thereof.

This Code, and any material amendments to this Code, shall be only be effective upon approval by Claritev Corporation Board of Directors.

Waivers

Any waiver of compliance with this Code for any executive officer or director must be approved by the Claritev Corporation Board of Directors or an independent, disinterested committee thereof. Any such waiver will be promptly disclosed as and to the extent required by law, regulation, or stock exchange listing standard.

12. REPORTING PROCESS

Any individual who believes they have experienced or learned of a violation of this Code should report it immediately to their manager, supervisor, department Vice President, Claritev’s Talent partner, as applicable, or to the contacts outlined below.

Concerns of any kind stemming from possible non-compliance of this Code or irregularities, including, but not limited to, any privacy or security-related incidents or any accounting, internal controls, or auditing matters, may be reported anonymously on the Ethics Hotline. Calls to the Hotline are received by trained staff not employed by Claritev. Hotline staff will document your concerns and forward the information to Claritev's Chief Compliance and Chief Privacy Officer for appropriate action. Calls to the Hotline will not be traced. You may remain anonymous. If you wish to identify yourself, Claritev cannot guarantee that your identity will not be disclosed. Please understand, however, that your identity and office location will facilitate Claritev's response to your concern, and that such information may be necessary to enable Claritev to inquire about and investigate the matter you report.

The Ethics Hotline

Ethics@Claritev.com

www.ethicspoint.com

For Claritev employees: 1 (866) 292-4425

For network providers and Third Parties: 1 (888) 920-4506

Reports may also be made to:

For Compliance matters

Kristen Lambert-Kennedy

VP, Chief Compliance and Chief Privacy Officer

kristen.lambertkennedy@Claritev.com

ECCI Compliance Officer

Natalie Burton

VP, Workforce Planning & Onboarding

natalie.burton@Claritev.com

For HIPAA/Privacy matters

Kristen Lambert Kennedy

VP, Chief Compliance and Chief Privacy Officer

HIPAA@Claritev.com

For security matters

John (JR) Riding

VP, Chief Information Security Officer

security@Claritev.com

For fraud, waste, and abuse matters relating to the Federal Healthcare Programs, you may also contact:

U.S. Department of Health and Human Services
Office of Inspector General
ATTN: OIG HOTLINE OPERATIONS
P.O. Box 23489
Washington, DC 20026
Phone: (800) HHS - TIPS (800 447-8477) Fax: (800) 223-8164
Email: hhstips@oig.hhs.gov
<http://oig.hhs.gov/fraud/report-fraud>

For concerns relating to accounting, internal controls or auditing matters, or financial information matters, you may also write to the Audit Committee, the SVP, Chief Legal Officer, or the Head of Internal Audit Function at:

Attention: [Audit Committee][Chief Legal Officer] [Head of Internal Audit Function]
Claritev Corporation
7900 Tysons One Pl, Suite 400
McLean, VA 22102

13. CLARITEV POLICIES AND PROCEDURES

Claritev employees may refer to the following policies and procedures, located on MultiVerse, for additional information on the standards detailed in this Code.

- Data Retention LD-01
- Fraud, Waste and Abuse LD-16
- Equal Employment Opportunity Policy HR-100
- Confidential Information HR-105
- Conflict of Interest HR-120
- Sexual Harassment HR-302
- Drug-Free and Alcohol-Free Workplace HR-306
- Harassment in the Workplace HR-307
- Employee Conduct HR-502
- Open-Door Policy/Grievance Procedure/Whistleblower Rights and Protections HR-507
- Anti-Bribery HR-514
- Financial Whistleblower Policy ACCT SEC-101

- Insider Trading Policy LD-19

14. DEFINITIONS

Audit Committee - The Audit Committee of the Claritev Corporation Board of Directors.

Client Confidential Information - Any information for prospective Claritev clients, current Claritev clients, or former Claritev clients, including without limitation: enrollment data, benefit plan designs, marketing plans, financial information, or any information that, in good faith, should be treated as confidential or proprietary, including business and technical information disclosed between the parties.

Confidential Information - PII, PHI, Enrollee Confidential Information, Employee Confidential Information, Client Confidential Information, Provider Confidential Information, and Claritev Proprietary Information, whether transferred in writing, orally, electronically, or by other means, without regard to whether the information is stored in hard copy, electronically, or otherwise.

Employee Confidential Information - All Claritev employment applicants' personal information, and personal information about current and former Claritev employees, including without limitation: first and last name, social security number, financial information, demographic information, including PHI, EPHI, and PII.

Enrollee Confidential Information - Information about current, and former enrollees, including without limitation: first and last name, social security number, all demographic information, medical condition(s), all other clinical enrollee information, Protected Health Information ("PHI"), and Electronic Protected Health Information ("EPHI") as defined under the Health Insurance Portability and Accountability Act of 1996 provisions ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

Incidental Vendor - An authorized Third Party that is not a PHI Subcontractor, Material Vendor, Medicare Advantage Vendor, or QHP Vendor, services consist of one-off business engagements, Third Party personnel do not require access to any Claritev systems, or the business engagement poses a low-risk to Claritev.

Material Vendor - An authorized Third Party that may have access to Claritev's computer environment, or non-production and masked data or the Third Party may have access to Private Data, based on the contracted services between Claritev and the Third Party.

Medicare Advantage Vendor - An authorized Third Party that provides contracted services to Claritev is considered a downstream entity if: (1) exposed to (or accesses) Medicare Advantage client data or PHI; (2) provides

services that may be required under the Medicare Advantage clients' contract with CMS, or program, regulations; or (3) is in a position to directly impact (or interact) with Medicare Advantage enrollees. Business Owners notify Claritev's Chief Compliance and Chief Privacy Officer (and the Third Party Risk Management committee) if the Business Owner believes a Third Party fits into the foregoing definition and ensure the Third Party Downstream Entity Questionnaire is completed, located in the Third Party Due Diligence Form. The Chief Compliance and Chief Privacy Officer will make the final determination of whether the Third Party is a Medicare Advantage Vendor based on answers given in the Third Party Downstream Entity Questionnaire.

Claritev Proprietary Information - All Claritev information, including without limitation: information regarding Claritev products and services, markets, network provider payment rates, utilization management criteria, protocols, policies and procedures, and any other trade secrets, intellectual property, or other non-public information that Claritev considers confidential or that might be of use to competitors, or harmful to Claritev or its clients if disclosed.

Personally Identifiable Information (“PII”) - Any information or data under applicable U.S. privacy and security laws that may be used on its own, or with other information, to identify, contact, or locate a single individual, including without limitation: a person's social security number, age, military rank, marital status, race, salary, home and office phone numbers, and medical and financial information, whether transferred in writing, orally, electronically, or by other means, without regard to whether the information is stored in hard copy, electronically, or otherwise.

PHI Subcontractor - An authorized Third Party that has been engaged by Claritev to perform services on its behalf and as part of the service engagement, the PHI Subcontractor may come into contact with PHI or PII, on a “need-to-know” basis, to perform the contracted services.

Protected Health Information (“PHI”) - Individually Identifiable Health Information that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium as defined by 45 C.F.R. §160.103.

Provider Confidential Information - Any non-public information about in-network and out-of-network providers that we collect, including without limitation:

Information concerning a healthcare provider who is applying to, or participates in, the Claritev network(s), including all information obtained during the credentialing or recredentialing process; the provider application; and provider responses to professional/historical questions;

- A provider's Drug Enforcement Agency number or state medical board

documents;

- Professional liability insurance claims history information;
- Complaints received by Claritev about a provider, and any provider correspondence;
- Negotiation history related to out-of-network services; and
- Personal Identifying Information (PII) or sensitive personal information, including personal identifiers, protected classifications, or other provider data obtained during the course of business not intended for public display.

Qualified Health Plan (“QHP”) Vendor - A Third Party that materially (e.g., important, significant, or essential) supports or assists Claritev in providing contracted administrative services, such as re-pricing and analysis, credentialing, etc., to its QHP clients.

Third Party - An entity or individual providing services to or receiving services from Claritev through a contractual business relationship, including a PHI Subcontractor, Material Vendor, Medicare Advantage Vendor, QHP Vendor, and Incidental Vendor.

Third Party Due Diligence Questionnaire - A questionnaire that provides a detailed description of all services provided by the Third Party and identifies the Third Party’s risk classification.