

Performance Health

CODE OF BUSINESS ETHICS AND CONDUCT

I. INTRODUCTION

We are committed to conducting the business of Performance Health (the “Company”) ethically, with integrity, and in compliance with all applicable laws, regulations, and rules. As part of that commitment, the Company has adopted this Code of Business Ethics and Conduct (the “Code”). While the Code outlines our obligations in a number of important areas, it does not purport to cover all policies and practices in effect at the Company, nor is it a complete recitation of all governing laws and regulations.¹ No Code could address every conceivable scenario. If you need clarification of any provision of this Code or are faced with an issue not covered by this Code, please consult promptly with your manager, Human Resources or the Legal Department. Employees may also report any violation of this Code by calling the compliance hotline at 800-603-2869; online: www.lighthouse-services.com/performancehealth or via email: reports@lighthouse-services.com (must include company name with report).

A. How to Use this Code

This Code is the key to understanding the Company’s expectations about business conduct. Each section discusses an aspect of proper business conduct. Our goal is to make our expectations clear.

Please review the Code carefully before signing the attached confirmation form.² From time to time, Performance Health will update and supplement the Code and our corporate policies to respond to changes in our industry and the legal framework within which we do business. You have a continuing obligation to familiarize yourself with all corporate policies and practices. You are also responsible for notifying management when you believe a violation of the Code or any Company policy has occurred. Individual departments or business units may, from time to time, conclude that it is necessary to adopt additional policies or guideline governing their operations. You are responsible for ensuring that you are familiar with, and adhere to, them as well.

B. Our Company’s Values

We value our employees, treat each other with respect and recognize each individual’s contributions. We seek to establish and maintain an environment of trust, teamwork, challenge and development as well as clear, open and constructive communication.

We are committed to delivering excellence while endeavoring to improve our knowledge, skills, and individual and collective job performance. Each of us is accountable for the quality of our work.

Our customer relationships are critical to the Company’s success. We seek to appreciate their requirements, understand their expectations and satisfy both.

¹ In the event of any conflict between this Code and/or Performance Health policies and practices and the provisions of applicable law, regulation or administrative rule, the latter governs. The Code does not, nor is it intended to, confer any right or benefit.

² The employment relationship between you and the company is “at will”. This means that your employment relationship is not guaranteed for any period of time and can end at any time. This Code and the guidelines it contains do not create a contract between you and the Company.

We treat our suppliers with the same respect. They deserve fair treatment and our honest evaluation of their products and services.

And finally, we are personally accountable for the highest standard of integrity. Our actions need to be not only legal but ethical. Unlawful or unethical conduct by employees can adversely affect the Company's reputation, and may even result in the loss of business. Consequently, we will enforce the Code and our policies vigorously and will take appropriate disciplinary action, up to and including termination when warranted, against employees who violate them. It is our mutual interest to ensure that Performance Health maintains a fully compliant posture internally and in the marketplace.

II. CORPORATE RECORDS AND USE OF INFORMATION SYSTEMS

A. Accuracy and Retention of Corporate Records

The integrity of Performance Health's record-keeping and reporting systems must be maintained at all times. Records include, without limitation, time-keeping documents; travel and business meeting expense reports; and accounting or other financial records. All corporate records for which employees are responsible must be true, accurate and complete and must fairly represent the nature and purpose of the activity recorded. No false, misleading or inaccurate records or entries shall be made for any reason. More specifically, employees authorized to make expenditures on behalf of Performance Health must ensure that the applicable records comply with Performance Health's accounting and purchasing policies and that all transactions are recorded properly.

All corporate records must be retained for the time periods specified by the Company's record retention policies. The retention requirements apply to not only hard-copy materials, but also all mechanical, electronic, or magnetic records, correspondence, memoranda, electronic mail ("e-mail"), invoices, contracts, agreements, orders, notes, and drafts. Prior to destruction of any corporate records, consult with your manager to ensure that you comply with Performance Health's record retention policies.

Documents relevant to any pending, threatened, or anticipated litigation, investigation or audit shall not be destroyed for any reason until destruction is expressly authorized by the Company's legal counsel.

B. Proprietary Rights

All electronic communication systems and all communications and information transmitted by, received from, or stored in our systems are the property of Performance Health, and as such are intended to be used only for the Company's business purposes.

C. Network Security

Violations of the Company's systems and network security are strictly prohibited and may result in civil and/or criminal liability, as well as internal disciplinary action, including possible termination. Performance Health will investigate incidents involving such violations and may refer the matter to the appropriate law enforcement officials if a criminal violation is suspected. Examples of system or network security violations include, but are not limited to, the following:

- Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan, or test the vulnerability of a system or network or to breach security or

authentication measures without express authorization of the owner of the system or network.

- Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network.

Additionally, in order to protect systems integrity and network security, you are prohibited from:

- Sharing or divulging personal passwords used to access any Performance Health computer or database;
- Using or distributing software that may damage or disrupt Performance Health's work environment; and/or
- Accessing any system or database containing confidential information without express authorization. Such information includes, without limitation, employee or personnel records, and the personal e-mail, pager, and voicemail messages of other employees. Unauthorized access to confidential information is a violation of other employees' privacy rights and is a violation of this Code.

Performance Health reserves the right to monitor or review any and all data, and information contained on an employee's computer as well as an employee's use of the Internet and any other electronic communications.

D. E-Mail

E-mail is an important method of communication within Performance Health and with certain authorized recipients outside the Company.

Performance Health treats e-mail sent or received by Performance Health employees and contractors no differently than other business records or correspondence. All business records are subject to inspection or disclosure without notice. You are prohibited from using e-mail in any way that disrupts Performance Health's operations or violates Company policies. In addition, you are prohibited from using e-mail in an unlawful, threatening, abusive, offensive, defamatory, sexually explicit or otherwise objectionable manner. This policy also applies to the inappropriate use of other communications media, such as pagers, instant messaging services, and handheld wireless devices.

If you receive or become aware of an inappropriate e-mail message from anyone within the Company, it is your responsibility to bring the matter to the immediate attention of your supervisor.

E. Internet

Performance Health provides its employees and independent contractors with access to the public Internet for the purpose of assisting and facilitating the transfer and communication of business information. Access to the Internet is provided for appropriate and legitimate business purposes only. Access to the Company's electronically networked resources is permitted only when authorized by our management and only for the use in accord with Performance Health's electronic security guidelines.

Use of the Internet must conform to our policies and practices, including this Code. Any inappropriate use will not be tolerated and may result in a loss of access privileges and/or disciplinary action, including dismissal. Examples of inappropriate use include, but are not limited to, the following:

- unauthorized access or attempts to access another employee's e-mail or other protected information;
- transmission of Performance Health confidential or proprietary business information to any unauthorized person or organization;
- clear text transmission of proprietary or confidential Performance Health business information to authorized persons or organizations outside Performance Health without data encryption;
- any use that violates Performance Health policies or practices or this Code, including but not limited to, Performance Health's solicitation policies, its Equal Employment Opportunity Policy and its policies regarding racial, sexual, or other harassment;
- any intentional use that knowingly restricts or inhibits any other user from using the Internet;
- knowingly posting or transmitting any illegal, unlawful, threatening, abusive defamatory, sexually explicit, or otherwise objectionable information or material of any kind;
- knowingly posting or transmitting any software or program containing a virus or other harmful component;
- knowingly uploading, posting, publishing, transmitting, reproducing, or distributing any copyright protected information, software or other material, without first obtaining authorization from the license holder;
- accessing and/or downloading pornography or similar material or accessing and/or downloading any materials violating any law, rule or regulation;
- accessing or using electronic bulletin boards or chat rooms without prior permission of management; and
- abusive or fraudulent use of the service.

Please direct any questions relating to use of the Internet and any of the Company's electronically networked resources promptly to your manager.

III. PROTECTING COMPANY ASSETS

A. Trade Secrets and Confidential Information

While employed by the Company, you may become aware of, or have access to, confidential and/or proprietary information relating to our business. Trade secret and confidential corporate information includes, without limitation; passwords; financial data; sales figures; proposed new services and products; advertising and marketing programs or promotions; lists of customers or suppliers; wage and salary or other personnel information; capital investment programs; projected earnings; changes in management or policies of Performance Health; test data; suppliers' pricing; and confidential contract terms. To protect this information and our position in the marketplace, you must adhere to the following guidelines:

- You may use Performance Health information that is not publicly known only for the benefit of the Company. Use of Company information for personal benefit is impermissible.
- You must handle all internal records containing Performance Health confidential or proprietary information with due care to ensure that the information is not inadvertently disclosed.
- You must not disclose Performance Health confidential or proprietary information in public places or in discussions with family members or friends.

- You must not discuss or disclose confidential or proprietary Company information on “Instant Messaging” services unless such disclosure is necessary and approved by your manager. Such information generally should be transferred electronically only on the Company’s e-mail system.
- If you are approached by someone outside of the Company seeking information about Performance Health or its business activities, do not answer them unless you are certain that you are authorized to do so. All press inquiries should be referred immediately to the CEO. Any requests from lawyers, investigators, regulators, or law enforcement officials should be referred to the Legal Department.

If you signed an Employee Invention Assignment and Non-Disclosure Agreement or similar agreement when you joined the Company, such agreement remains in effect, and it will be strictly enforced by the Company. The obligation not to disclose or misuse Performance Health’s confidential information remains in effect even if you leave the Company for any reason.

In addition, our corporate identity, established through our logo, our trademarks, and our service marks, is a valuable business asset that represents and embodies the Company’s goodwill and reputation. Performance Health’s rights may be destroyed or otherwise adversely impacted by improper use of the trademarks and service marks. If you have questions about the use of trademarks or service marks, contact your manager so that he or she may seek guidance from the Legal Department.

B. Physical Assets

Protection of Performance Health’s physical property from loss, theft, and misuse is the responsibility of each employee. In addition to being responsible for the specific Company property entrusted to you, you should also help protect the Company’s property in general. You should be alert to situations or incidents that could lead to the loss, theft, or misuse of Company property and report any potential loss to your manager.

Performance Health’s equipment, systems, facilities and supplies must be used only for conducting Company business or for other purposes authorized by management. Personal items and messages that you consider private should not be placed or kept in telephone systems, office systems, work spaces, desks, credenzas, or file cabinets, as Performance Health may be required to access these areas.

IV. OUR WORK ENVIRONMENT

A. Nondiscrimination

Performance Health is an equal opportunity employer and does not discriminate on the basis of race, color, religion, sex, sexual orientation or identification, age, national origin, citizenship, disability, veteran status, political affiliation or any other factors prohibited by federal, state, or local law. This policy applies to all personnel actions and to participation in Company-administered activities.

B. Harassment

Performance Health is committed to providing you with a workplace that is free from sexual, racial, religious, political or other unlawful harassment. The Company strictly prohibits sexual harassment in any form, including unwelcome sexual advances, oral statements or physical conduct of a sexual nature. Similarly, racial or religious harassment, including racially or religiously derogatory language or conduct, and any other conduct that creates a hostile or offensive workplace, is prohibited.

C. Maintaining a Safe and Healthy Workplace

Performance Health is committed to providing you with a safe and healthy workplace. To assist the Company in this regard, you must report all potential hazards and assist in assuring all facilities and equipment are maintained in accordance with recognized and accepted standards essential of a safe workplace.

D. Maintaining a Drug Free Environment

Performance Health is committed to a drug-free work environment. The possession, distribution, or use of any controlled substances or alcohol on Performance Health premises is strictly prohibited. Having possession of any non-prescription illegal substances or alcohol or being under the influence of same will result in disciplinary action, as well as potential criminal prosecution.

E. Pornography

The possession, distribution or viewing of pornographic materials on Company property or using Performance Health equipment (e.g., electronic devices) violates this Code and subjects employees to termination or other disciplinary action.

F. Copyright

All employees are responsible for complying with requirements of software license related to software packages used in fulfilling job responsibilities. Copyright laws do not allow for any unauthorized copying or distribution of software, and failure to comply with such laws can subject an employee and the Company to litigation and serious penalties. Please direct any questions regarding software licensing to the Chief Information Officer.

G. Environmental Concerns

Performance Health recognizes the value of, and is committed to maintaining, a healthy and clean environment. The health and safety of our employees, our customers, and the communities in which we operate is paramount in all we do.

- The Company is committed to reducing waste and minimizing its impact on the environment. Performance Health is dedicated to source reduction, recycling, and other responsible methods of waste management.
- Performance Health is committed to operating its facilities safely and in a manner that is sensitive to employee and community conditions. We will look ahead to improvements in our facilities and processes to further protect the environment.
- The Company makes environmental issues and concerns an integral part of its business decisions and transactions.

In order to fulfill our commitment to protect the environment, we comply strictly with the letter and spirit of all applicable environmental laws and regulations, and the public policies they promote. You do not have the authority to engage in conduct that does not comply with the policy or to authorize, direct, approve, or condone such conduct by any other person. Please direct questions regarding applicable environmental laws or regulations to the EHS leader at your facility or to your manager, who will seek guidance from the Legal Department.

V. CONFLICTS OF INTEREST

You must shield yourself and the Company from conflicts of interests, which occur when anything interferes with, or influences, your exercise of independent judgment in the best interest of Performance Health. You must avoid situations in which a personal interest may conflict with, or even *appear* to conflict with, those of the Company. Conflicts sometimes occur when an employee takes or participates, directly, or indirectly, in an action that may place the employee's own financial interest, or the financial interests of a family member or friend, at odds with the interests of Performance Health. The following are examples of the kinds of impermissible situations that might arise:

- outside employment or interest that prevents the employee from performing his or her job full time during working hours;
- having a financial interest in, obtaining employment with, or serving on the board of directors of one of Performance Health's competitors or with a company with which Performance Health does business and failing to disclose that relationship to, and obtain prior permission from, senior management;
- providing consulting services to a supplier of Performance Health; and
- any business relationship with a third party that is not disclosed to management (e.g., a supplier, vendor, customer, or competitor) and that would result in personal gain for the employee, the employee's family or friends.

Please direct any questions you have regarding conflicts of interest to the Human Resources or Legal Department.

VI. BUSINESS ETHICS

A. Dealings with Suppliers and Vendors

All Company purchases of goods and services are based on quality, service, price, business need and suitability. To best serve our interests, Performance Health will establish mutually beneficial, long-term relationships with its suppliers and vendors where appropriate. We will not favor a firm when purchasing materials or services based solely on its customer status. You should not tell a prospective supplier that Performance Health's decision to purchase its products or services is contingent on the suppliers' agreement to purchase Performance Health products or services. Such reciprocity in our relationships with suppliers or vendors can prevent the Company from purchasing the best available materials or services at competitive prices.

When dealing with suppliers, avoid any agreements that would restrict Performance Health's ability to purchase from another supplier unless in the best interests of the Company, as determined by senior management. Such agreements may raise issues under the antitrust laws and should be brought to the attention of the CFO and Legal Department.

B. Dealings with Customers

All Company dealings with customers and potential customers must be fair and honest. Performance Health acquires and retains business based on its high quality services and competitive pricing. You should market product and services on their merit, competitive pricing, service levels, breadth of product offering, advantages, and superior quality.

Performance Health is committed to advertisements that are fair and accurate and comply with all applicable laws. The use of false or misleading statements to sell or market Performance Health services is strictly prohibited. Customers and potential customers are entitled to receive accurate information regarding prices, capabilities, and availability. Employees must immediately correct any misunderstanding that may exist with a customer or potential customer.

C. Acquiring Information about Others

You may not acquire, or seek to acquire, by improper means a competitor's trade secrets or other proprietary or confidential information. Industrial espionage, trespassing, wiretapping, and stealing are illegal. Other improper, although perhaps less obvious, practices include actions such as hiring a competitor's employee to obtain confidential information. Additionally, the Company cannot hire consultants to obtain information using improper means. Improper solicitation, in any manner, of confidential data from a competitor or competitor's vendor(s) violates Performance Health policy.

It is common to acquire information about other companies and current or potential suppliers, vendors, or competitors by proper, legal means. You must maintain the confidentiality of this information where it is not otherwise generally known or available to the public. Moreover, you may not acquire confidential or proprietary information (including technology) about other companies through improper means, such as deceit, misrepresentation or receipt of information illegally acquired by a third party, or from unauthorized present or former employees.

You shall use sensitive information about other companies only for legitimate business purposes. In addition, you shall make such information available only to Performance Health personnel having a real business need for the information.

D. Business Gifts

A business gift(s) is any "thing of value" that you provide or receive in connection with your work. Business gifts include meals, cocktails, entertainment, tickets to sports or cultural events, transportation and promotional items.

Business gifts may be illegal in some circumstances, such when their purpose is to bribe or unduly influence the receiver. There are also specific restrictions regarding the provision of business gifts to government officials, which are described below under the heading "Business with Federal, State, and Local Governmental Agencies." Moreover, even a well-intentioned exchange of gifts or provision of entertainment can subsequently be misinterpreted or appear questionable. Consequently, to avoid illegality and conflicts of interest—real and perceived—the following standards apply to offers, distribution and receipt of gifts and entertainment involving non-governmental personnel:

- You should not give or receive money as a business gift under any circumstances.
- You should not solicit business gifts — no matter how small the value — on behalf of yourself, your friends, or family members, from a current or anticipated supplier, vendor, competitor, employee or customer of Performance Health.
- You are strictly prohibited from accepting any form of "under-the-table" payment, "kickback", bribe, rebate, or other improper payment in connection with any corporate expenditure or sale of goods or services. This policy also applies to your family members. If you are approached with an offer of an improper payment, you should contact management immediately. If any such payment of gift arrives at your home or office, you must promptly return it.

- You may offer customers or their representatives' non-monetary gifts of a nominal value that are consistent with common courtesy and accepted business practice, with prior management approval. Avoid gifts that may be seen or characterized as lavish, extravagant or frequent.
- Avoid giving or receiving any business gift that could be seen as trying to improperly influence a sale or contract, a condition for receiving a contract, or creating an obligation to buy or sell services.

E. Political Activities

Federal law prohibits corporations from donating corporate funds, goods or services, directly or indirectly, to candidates for federal office. Corporate donations in connection with state and local elections are not prohibited by federal law, but they are controlled by state and local statutes and regulations. Performance Health employees may not make any political contribution on behalf of the Company or through the use of corporate funds or resources except as approved by the Legal Department.

You may make personal political contributions to a candidate or political action committee only with non-reimbursable personal funds. Any involvement in political activities must occur during your personal time and shall not interfere with your work for Performance Health. If you engage in political activities, you must make every effort to ensure that you do not create the impression that you speak or act for the Company.

F. Subpoenas and Government Investigations

As a general matter, Performance Health's policy is to cooperate in any government investigations and inquiries. Please refer all subpoenas, informal document requests, or other inquiries to the Legal Department.

VII. BUYING OR SELLING STOCK

You may learn of significant inside information about other companies involved in our business before such information is released to the general public. Inside information is information that is not generally available to the public that could appear to be material when someone is deciding whether to buy or sell a company's stock.

Insider trading means using this kind of non-published information to achieve an unfair advantage in buying or selling shares of a company. It is illegal for you to buy or sell stock based on inside information. It is also illegal for you to pass inside information on to someone else to buy or sell stock, even if you receive no financial benefits.

VIII. ENFORCEMENT OF OUR CODE

A. Reporting Possible Violations

If you become aware of any issue or practice involving a potential violation of a federal, state or local law, Performance Health's corporate policies and practices, or any provision of this Code, you must report the matter immediately to your manager or supervisor and to our Legal Department. Violations include not only noncompliance with applicable laws, regulations and this Code, but also a failure by responsible management to detect, report, and/or correct any offense. Employees may report violations of this Policy by calling the compliance hotline at 1-800-603-2869 or via the web at <https://www.lighthouseervices.com/performancehealth>.

B. Penalties

Managers and supervisors must ensure that this Code is enforced through appropriate disciplinary measures. Any employee violating the Company's corporate policies or practices, or this Code shall be subject to discipline, up to and including termination. Performance Health also may institute a civil action in response to such violations to, among other things, enforce its legal and equitable rights, and to obtain restitution and damages.

You are expected to cooperate fully with Performance Health representatives who are conducting an internal investigation, audit, inquiry, or other review. Failure to cooperate may result in disciplinary action, up to and including termination of employment.

C. Non-Retaliation

You may not retaliate, directly or indirectly, or encourage others to do so, against any employee who reports a violation of this Code. If you believe that retaliation has occurred, please inform your manager or the Human Resources Manager. Employees may also report violations of this Policy by calling the compliance hotline at 1-800-603-2869 or via the web at <https://www.lighthouseservices.com/performancehealth>.

Related Party Transactions

You must report to the General Counsel, any proposed agreement or proposed activities that could give rise to conflicts of interest involving an aggregate payment or consideration in excess of \$100, that you, any member of your family, any of your affiliates, or any entity from which you, a member of your family or any of your affiliates receives any payment, propose(s) to enter into with the Company, whether directly or indirectly (each such agreement, a "Transaction"). Your report must include all relevant terms of the Transaction. The General Counsel shall then refer the Transaction to the appropriate party for review and you must obtain approval in advance of entering into the Transaction.

Corporate Opportunities

In carrying out their duties or responsibilities, employees, officers and directors owe a duty to the Company to advance its legitimate interests when the opportunity to do so arises. Employees, directors and officers are prohibited from (i) taking for themselves personally opportunities that arise through the use of corporate property, information or position, (ii) using corporate property, information or position for personal gain and (iii) competing with the Company, in each of the foregoing cases, to the material detriment of the Company.

Whether any of the foregoing actions is to the material detriment of the Company will be based on all relevant facts and circumstances, including whether the Company has previously declined to pursue such proposed opportunity for its own benefit.

Payments To Domestic And Foreign Officials

Employees, officers and directors must comply with all laws prohibiting improper payments to domestic and foreign officials, including the U.S. Foreign Corrupt Practices Act of 1977 (the "Act").

The Act prohibits an offer, payment, promise of payment or authorization of the payment of any money or gift to a foreign official, foreign political party, official of a foreign political party, or candidate

for political office, to influence any act or decision of such person or party to obtain or retain business. The Act also prohibits a payment to any person with the intention that all or a portion of that payment will be offered or given, directly or indirectly, to any such political person for any such purpose.

Although so-called “grease” payments may not be illegal, the Company’s policy is to avoid such payments. If any employee, officer or director finds that adherence to the Company’s policy would cause a substantial, adverse effect on operations, that fact should be reported to the Company’s General Counsel or his designee which will determine whether an exception may lawfully be authorized. If the facilitating payment is made, such payment must be properly entered and identified on the books of the Company and all appropriate disclosures made.

The Act further requires compliance with generally accepted accounting principles. The Company must continue to maintain financial records which, in reasonable detail, accurately and fairly reflect transactions. In particular, all bank accounts that receive or disburse funds on behalf of the Company shall be properly authorized and any such transactions recorded on the official books and records of the Company.

Violation of the Act is a criminal offense, potentially subjecting the Company to substantial fines and penalties and any officer, director, employee or stockholder acting on behalf of the Company to imprisonment and fines. The Act prohibits the Company from paying, directly or indirectly, a fine imposed upon an individual pursuant to the Act.

Violation of this policy may result in disciplinary actions up to and including discharge from the Company.

D. Validity

If any provision of this Agreement is adjudged to be invalid for whatever reason, such invalidity shall not affect any other clause of this Agreement, and such clauses shall remain in full force and effect.