

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2026

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from to

Commission File Number: 001-40295

ALIGNMENT HEALTHCARE, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

1100 W. Town and Country Road, Suite 1600
Orange, California

(Address of principal executive offices)

46-5596242

(I.R.S. Employer
Identification No.)

92868

(Zip Code)

Registrant's telephone number, including area code: (844) 310-2247

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.001 per share	ALHC	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated Filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
Emerging growth company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of July 27, 2026, the registrant had 207,435,149 shares of common stock, \$0.001 par value per share, outstanding.

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FORWARD-LOOKING STATEMENTS

Throughout this quarterly report on Form 10-Q (this “Quarterly Report”), we make “forward-looking statements” within the meaning of the U.S. Private Securities Litigation Reform Act of 1995. All statements other than statements of historical fact included in this Quarterly Report are forward-looking statements. Forward-looking statements give our current expectations relating to our financial condition, results of operations, plans, objectives, future performance and business. You can identify forward-looking statements by the fact that they do not relate strictly to historical or current facts. These statements may include words such as “anticipate,” “estimate,” “expect,” “project,” “plan,” “intend,” “believe,” “may,” “will,” “should,” “can have,” “likely” and other words and terms of similar meaning. The forward-looking statements contained in this Quarterly Report are generally located in the material set forth under the heading “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” but may be found in other locations as well. These statements are based upon management’s current expectations, assumptions and estimates and are not guarantees of timing, future results or performance. All forward-looking statements are subject to risks and uncertainties that may cause actual results to differ materially from those that we expected, including:

- our history of net losses and our ability to achieve or maintain profitability in an environment of increasing expenses;
- the viability of our growth strategy and our ability to realize expected results;
- our ability to attract new members and to successfully enter into new markets;
- the quality and pricing of our products and services;
- our ability to maintain a high rating for our plans on the Five Star Quality Rating System;
- our ability to develop and maintain satisfactory relationships with care providers that service our members;
- our ability to manage our growth effectively, execute our business plan, maintain high levels of service and member satisfaction or adequately address competitive challenges;
- our ability to compete in the healthcare industry;
- the impact on our business of cybersecurity breaches, loss of data or other disruptions causing the compromise of sensitive information or preventing us from accessing critical information;
- the impact on our business of disruptions in our disaster recovery systems or management continuity planning;
- our dependence on reimbursements by the Centers for Medicare and Medicaid Services (“CMS”) and premium payments by individuals;
- other risks associated with being a government contractor;
- the impact on our business of the healthcare services industry becoming more cyclical;
- our ability to manage acquisitions, divestitures and other significant transactions successfully;
- our ability to maintain, enhance and protect our reputation and brand recognition;
- our ability to effectively invest in, implement improvements to and properly maintain the uninterrupted operation and data integrity of our information technology and other business systems;
- our ability to obtain, maintain, protect and enforce intellectual property protection for our technology;
- the impact of any restrictions on our use of or ability to license data or our failure to license data and integrate third-party technologies;
- the cost and other potential adverse impacts of legal proceedings and litigation, including intellectual property and privacy disputes;
- our dependence on our senior management team and other key employees;
- the concentration of our health plans in a limited number of U.S. states;
- our ability to generate sufficient cash flow to service all of our indebtedness and the potential impact of certain affirmative and negative covenants in our credit agreement on our business;
- the impact of shortages of qualified personnel and related increases in our labor costs;

- the risk that our records may contain inaccurate or unsupportable information regarding risk adjustment scores of members;
- our ability to accurately estimate incurred but not reported medical expenses;
- the impact of negative publicity regarding the managed healthcare industry;
- the impact of weather and other factors beyond our control on our clinics, the centers out of which our external providers operate, and the facilities that host our AVA platform (as defined below);
- the impact on our business of renegotiation, non-renewal or termination of risk agreements with hospitals, physicians, nurses, pharmacists and medical support staff;
- risks associated with estimating the amount of liabilities that we recognize under our risk agreements with providers;
- our ability to respond to general economic conditions, including but not limited to, increased inflation and higher interest rates;
- risks associated with an economic downturn, including pressure on governmental budgets and reduced spending for health and human service programs;
- our ability to develop and maintain proper and effective internal control over financial reporting;
- the impact of state and federal efforts to reduce Medicare spending;
- our ability to comply with applicable federal, state and local rules and regulations, including those relating to data privacy and security; and
- other factors disclosed in the section entitled “Risk Factors” and elsewhere in this Quarterly Report.

We derive many of our forward-looking statements from our operating budgets and forecasts, which are based on many detailed assumptions. While we believe that our assumptions are reasonable, we caution that it is very difficult to predict the impact of known factors, and it is impossible for us to anticipate all factors that could affect our actual results. Important factors that could cause actual results to differ materially from our expectations, or cautionary statements, are disclosed under the sections entitled “*Risk Factors*” and “*Management’s Discussion and Analysis of Financial Condition and Results of Operations*” in this Quarterly Report.

All written and oral forward-looking statements attributable to us, or persons acting on our behalf, are expressly qualified in their entirety by these cautionary statements as well as other cautionary statements that are made from time to time in our other SEC filings and public communications. You should evaluate all forward-looking statements made in this Quarterly Report in the context of these risks and uncertainties.

We caution you that the important factors referenced above may not contain all of the factors that are important to you. In addition, we cannot assure you that we will realize the results or developments we expect or anticipate or, even if substantially realized, that they will result in the consequences or affect us or our operations in the way we expect. The forward-looking statements included in this Quarterly Report are made only as of the date hereof. We undertake no obligation to update or revise any forward-looking statement as a result of new information, future events or otherwise, except as otherwise required by law.

PART I—FINANCIAL INFORMATION

Item 1. Financial Statements.

Alignment Healthcare, Inc. Condensed Consolidated Balance Sheets (amounts in thousands, except par value and share amounts) (Unaudited)

	June 30, 2026	December 31, 2025
Assets		
Current Assets:		
Cash and cash equivalents	\$ 693,453	\$ 575,817
Accounts receivable (less allowance for credit losses of \$265 at June 30, 2026 and \$833 at December 31, 2025)	296,893	253,207
Investments - current	8,258	28,413
Prepaid expenses and other current assets	161,845	94,140
Total current assets	1,160,449	951,577
Property and equipment, net	66,211	64,251
Right of use asset, net	7,304	7,019
Goodwill	32,060	32,060
Intangible assets, net	4,550	4,550
Other assets	8,464	6,329
Total assets	\$ 1,279,038	\$ 1,065,786
Liabilities and Stockholders' Equity		
Current Liabilities:		
Medical expenses payable	\$ 612,748	\$ 474,569
Accounts payable and accrued expenses	32,270	33,284
Accrued compensation	38,389	49,013
Total current liabilities	683,407	556,866
Long-term debt, net of debt issuance costs	324,056	323,176
Long-term portion of lease liabilities	6,444	6,467
Total liabilities	1,013,907	886,509
Commitments and Contingencies (Note 12)		
Stockholders' Equity:		
Preferred stock, \$0.001 par value; 100,000,000 shares authorized as of June 30, 2026 and December 31, 2025, respectively; no shares issued and outstanding as of June 30, 2026 and December 31, 2025	—	—
Common stock, \$0.001 par value; 1,000,000,000 shares authorized as of June 30, 2026 and December 31, 2025; 207,178,193 and 204,153,619 shares issued and outstanding as of June 30, 2026 and December 31, 2025, respectively	207	205
Additional paid-in capital	1,225,965	1,188,089
Accumulated deficit	(961,041)	(1,009,017)
Total stockholders' equity	265,131	179,277
Total liabilities and stockholders' equity	\$ 1,279,038	\$ 1,065,786

See accompanying notes to unaudited condensed consolidated financial statements.

Alignment Healthcare, Inc.
Condensed Consolidated Statements of Operations
(amounts in thousands, except share and per share amounts)
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Revenues:				
Earned premiums	\$ 1,326,625	\$ 1,006,203	\$ 2,553,191	\$ 1,924,246
Other	9,008	9,085	17,639	17,974
Total revenues	1,335,633	1,015,288	2,570,830	1,942,220
Expenses:				
Medical expenses	1,154,676	881,740	2,245,393	1,702,640
Selling, general, and administrative expenses	131,003	103,797	252,141	207,628
Depreciation and amortization	7,854	7,003	15,693	14,597
Total expenses	1,293,533	992,540	2,513,227	1,924,865
Income from operations	42,100	22,748	57,603	17,355
Other expenses:				
Interest expense	4,275	3,950	8,337	7,900
Other income, net	(1)	(79)	(1)	(89)
Total other expense	4,274	3,871	8,336	7,811
Income before income taxes	37,826	18,877	49,267	9,544
Provision for income taxes	1,266	3,224	1,291	3,245
Net income	\$ 36,560	\$ 15,653	\$ 47,976	\$ 6,299
Less: Net loss attributable to noncontrolling interest	—	14	—	254
Net income attributable to Alignment Healthcare, Inc.	\$ 36,560	\$ 15,667	\$ 47,976	\$ 6,553
Net income per share attributable to Alignment Healthcare, Inc.:				
Basic	0.18	0.08	0.23	0.03
Diluted	0.17	0.07	0.22	0.03
Weighted-average common shares outstanding:				
Basic	207,448,894	198,328,613	206,408,426	195,980,569
Diluted	215,024,483	209,519,629	214,369,175	201,576,078

See accompanying notes to unaudited condensed consolidated financial statements.

Alignment Healthcare, Inc.
Condensed Consolidated Statements of Stockholders' Equity
(amounts in thousands, except par value and share amounts)
(Unaudited)

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Noncontrolling Interest	Total
	Shares	Amount				
Balance at March 31, 2026	206,671,068	\$ 207	\$ 1,204,279	\$ (997,601)	\$ —	\$ 206,885
Net income	—	—	—	36,560	—	36,560
Issuance of common stock upon vesting of restricted stock units	275,453	—	—	—	—	—
Equity-based compensation	—	—	18,174	—	—	18,174
Stock options exercised	231,672	—	3,512	—	—	3,512
Balance at June 30, 2026	<u>207,178,193</u>	<u>\$ 207</u>	<u>\$ 1,225,965</u>	<u>\$ (961,041)</u>	<u>\$ —</u>	<u>\$ 265,131</u>

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Noncontrolling interest	Total
	Shares	Amount				
Balance at March 31, 2025	197,667,653	\$ 198	\$ 1,125,340	\$ (1,017,407)	\$ 864	108,995
Net income (loss)	—	—	—	15,667	(14)	15,653
Issuance of common stock upon vesting of restricted stock units	191,477	—	—	—	—	—
Equity-based compensation	—	—	15,553	—	—	15,553
Stock options exercised	99,107	—	1,616	—	—	1,616
Sale of consolidated subsidiary	—	—	—	—	(850)	(850)
Balance at June 30, 2025	<u>197,958,237</u>	<u>\$ 198</u>	<u>\$ 1,142,509</u>	<u>\$ (1,001,740)</u>	<u>\$ —</u>	<u>\$ 140,967</u>

See accompanying notes to unaudited condensed consolidated financial statements.

Alignment Healthcare, Inc.
Condensed Consolidated Statements of Stockholders' Equity
(amounts in thousands, except par value and share amounts)
(Unaudited)

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Noncontrolling interest	Total
	Shares	Amount				
Balance at December 31, 2025	204,153,619	\$ 205	\$ 1,188,089	\$ (1,009,017)	\$ —	\$ 179,277
Net income	—	—	—	47,976	—	47,976
Issuance of common stock upon vesting of restricted stock units	2,655,815	—	—	—	—	—
Equity-based compensation	—	2	32,191	—	—	32,193
Stock options exercised	368,759	—	5,685	—	—	5,685
Balance at June 30, 2026	207,178,193	\$ 207	\$ 1,225,965	\$ (961,041)	\$ —	\$ 265,131

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Noncontrolling interest	Total
	Shares	Amount				
Balance at December 31, 2024	191,778,639	\$ 192	\$ 1,107,952	\$ (1,008,293)	\$ 1,104	\$ 100,955
Net income (loss)	—	—	—	6,553	(254)	6,299
Issuance of common stock upon vesting of restricted stock units	6,056,296	—	—	—	—	—
Forfeitures	(277)	—	—	—	—	—
Equity-based compensation	—	6	32,734	—	—	32,740
Stock options exercised	123,579	—	1,823	—	—	1,823
Sale of consolidated subsidiary	—	—	—	—	(850)	(850)
Balance at June 30, 2025	197,958,237	\$ 198	\$ 1,142,509	\$ (1,001,740)	\$ —	\$ 140,967

See accompanying notes to unaudited condensed consolidated financial statements.

Alignment Healthcare, Inc.
Condensed Consolidated Statements of Cash Flows
(amounts in thousands)
(Unaudited)

	Six Months Ended June 30,	
	2026	2025
Operating Activities:		
Net income	\$ 47,976	\$ 6,299
Adjustments to reconcile net income to net cash provided by operating activities:		
Provision for credit loss	265	262
Gain on sale of property and equipment	(1)	(72)
Depreciation and amortization	15,719	14,663
Amortization-investment discount	(350)	(731)
Amortization-debt issuance costs	1,147	881
Equity-based compensation	32,193	32,740
Non-cash lease expense	929	246
Changes in operating assets and liabilities:		
Accounts receivable	(43,951)	(129,259)
Prepaid expenses and other current assets	(67,705)	(56,333)
Other assets	11	(52)
Medical expenses payable	138,179	165,366
Accounts payable and accrued expenses	(1,324)	8,631
Accrued compensation	(10,624)	3,085
Lease liabilities	(1,096)	20
Net cash provided by operating activities	111,368	45,746
Investing Activities:		
Purchase of investments	(16,835)	(35,001)
Sale of property and equipment	—	75
Maturities of investments	37,340	39,990
Sale of business	—	1,065
Acquisition of property and equipment	(17,509)	(16,255)
Net cash provided by (used in) investing activities	2,996	(10,126)
Financing Activities:		
Debt issuance costs	(2,397)	(26)
Proceeds from stock option exercises	5,685	1,823
Net cash provided by financing activities	3,288	1,797
Net increase in cash	117,652	37,417
Cash, cash equivalents and restricted cash at beginning of period	577,937	434,942
Cash, cash equivalents and restricted cash at end of period	\$ 695,589	\$ 472,359
Supplemental disclosure of cash flow information:		
Cash paid for interest	\$ 7,013	\$ 6,740
Supplemental non-cash investing and financing activities:		
Acquisition of property in accounts payable	\$ 128	\$ 117

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the condensed consolidated balance sheets to the total above:

	June 30, 2026	June 30, 2025
Cash and cash equivalents	\$ 693,453	\$ 470,266
Restricted cash in other assets	2,136	2,093
Total	\$ 695,589	\$ 472,359

See accompanying notes to unaudited condensed consolidated financial statements.

Alignment Healthcare, Inc.
Notes to Unaudited Condensed Consolidated Financial Statements
(amounts in thousands, except share amounts)

1. Organization

Alignment Healthcare, Inc. (collectively, “we” or “us” or “our” or the “Company”), is a next generation, consumer-centric and clinically focused platform designed to improve the healthcare experience for seniors enrolled in Medicare who choose a private Medicare Advantage plan. Our goal is to provide seniors with easier access to care, better coordination among providers, fewer gaps in care and avoidable hospital visits, and support that meets them where they are—at home, online, or in their community. We deliver this experience through our wide variety of Medicare Advantage plans, which offer varied benefits tailored to the diverse needs, preferences, and lifestyles of seniors. The Company’s operations primarily consist of Medicare Advantage Plans in the states of California, North Carolina, Nevada, Arizona and Texas.

2. Summary of Significant Accounting Policies

Basis of Presentation

The accompanying condensed consolidated financial statements and accompanying notes have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”). The balance sheet as of December 31, 2025, included herein, was derived from audited financial statements, but does not include all disclosures required by GAAP. In accordance with the rules and regulations of the U.S. Securities and Exchange Commission (“SEC”), the Company has omitted certain footnote disclosures that would substantially duplicate the disclosures contained in its annual audited consolidated financial statements. Therefore, these condensed consolidated financial statements should be read in conjunction with the Company’s Annual Report on Form 10-K for the year-ended December 31, 2025 as filed with the SEC. Management believes that the accompanying condensed consolidated financial statements include all normal and recurring adjustments necessary to present the interim financial statements fairly. Furthermore, the condensed consolidated financial statements include the accounts of the Company, our subsidiaries, and three immaterial variable interest entities in which we are the primary beneficiary. All intercompany transactions have been eliminated in consolidation.

We have no components of other comprehensive income, and accordingly, comprehensive income is the same as the net income for all periods presented.

Use of Estimates

The preparation of the condensed consolidated financial statements requires management to make estimates and judgments that affect the amounts reported in the condensed consolidated financial statements. Our significant estimates include, but are not limited to, the determination of medical expenses payable; the impact of risk adjustment provisions related to our Medicare contracts; collectability of receivables; valuation of related impairment recognition of long-lived assets, including goodwill and intangible assets; equity-based compensation expense; and contingent liabilities. Estimates and judgments are based upon historical information and on various other assumptions that are believed to be reasonable under the circumstances. Actual results could differ materially from those estimates and the impact of any change in estimates is included in earnings in the period in which the estimate is adjusted.

Segments

We have determined that our chief executive officer is the chief operating decision maker (“CODM”) who regularly reviews financial operating results on a consolidated basis for purposes of allocating resources and evaluating financial performance. We operate and manage the business as one reportable segment and one operating segment, which is to provide healthcare services to our seniors. Factors used in determining the reportable segment include the nature of operating activities, our organizational and reporting structure, and the type of information reviewed by the CODM to allocate resources and evaluate financial performance. All of our assets are located in the United States.

The CODM assesses the Company’s performance by using consolidated net income which is reported on the condensed consolidated statements of operations as net income. This measure is used predominantly by the CODM in the annual budget and forecasting process. The CODM considers budget-to-actual variances on a quarterly basis when making decisions about the allocation of operating and capital resources for the Company.

In addition to net income, the CODM is also provided information on certain significant segment expenses which are presented below:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Revenues:	\$ 1,335,633	\$ 1,015,288	\$ 2,570,830	\$ 1,942,220
Expenses:				
Medical expenses (less depreciation and equity-based compensation)	1,152,780	880,113	2,242,063	1,699,828
Selling, general, and administrative expenses (less equity-based compensation)	114,722	89,838	223,252	177,634
Other segment expenses ⁽¹⁾	27,296	25,734	49,202	50,559
Interest expense	4,275	3,950	8,337	7,900
Net income	\$ 36,560	\$ 15,653	\$ 47,976	\$ 6,299

(1) Other segment items included in segment net income include equity-based compensation, depreciation and amortization, other income, and provision for income taxes.

Fair Value Measurements

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Our current assets and current liabilities approximate fair value because of the short-term nature of these financial instruments. Financial instruments measured at fair value on a recurring basis were based upon a three-tier hierarchy as follows:

Level 1 - Quoted prices in active markets for identical assets or liabilities

Level 2 - Other inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the asset or liability

Level 3 - Unobservable inputs that reflect management's best estimate of what market participants would use in pricing the asset or liability at the measurement date

The fair value of cash, cash equivalents, restricted cash and U.S. Treasury bills was determined based on Level 1 inputs. The fair value of certificate of deposits, which are recorded in other assets in the condensed consolidated balance sheets, and long-term debt was determined based on Level 2 inputs. There were no assets or liabilities measured at fair value using Level 3 inputs as of June 30, 2026 and December 31, 2025.

Revenue and Accounts Receivable

Earned premium revenue consisted of premium revenue and capitation revenue for the three and six months ended June 30, 2026 and 2025 were as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Premium	\$ 1,326,344	\$ 1,004,580	\$ 2,552,652	\$ 1,921,202
Capitation	281	1,623	539	3,044
Total	\$ 1,326,625	\$ 1,006,203	\$ 2,553,191	\$ 1,924,246

Premium revenue is derived monthly from the federal government based on our contracts with the Centers for Medicare and Medicaid Services ("CMS"). In accordance with these arrangements, we assume the responsibility for the outcomes and the economic risk of funding our members' health care, supplemental benefits and related administration costs. We recognize premium revenue in the month that members are entitled to receive health care services, and premiums collected in advance are deferred. The monthly reimbursement includes a fixed payment per member per month ("PMPM"), which is adjusted based on certain risk factors derived from medical diagnoses and conditions of our members. The adjustments are

estimated by projecting the ultimate annual premium and are recognized ratably during the year, with adjustments each period to reflect changes in the estimated ultimate premium. Premiums are also recorded net of estimated uncollectible amounts and retroactive membership adjustments.

In 2025, capitation revenue consisted primarily of capitated fees for medical care services provided by us under arrangements with third-party payors.

Under those arrangements with third-party payors, we received a PMPM payment for a defined member population, and we were responsible for providing health care services to the member population over the contract period. We were solely responsible for the cost of health care services related to the member population and in some cases, we were financially responsible for the supplemental benefits provided by us to the members. We acted as a principal in arranging for and controlling the services provided by our provider network and we were at risk for arranging and providing health care services.

As of January 1, 2026, we no longer have these capitation arrangements with third-party payors.

The premium and capitation payments we receive monthly from CMS for our members are determined from our annual bid or similarly from third-party payors under our capitation arrangement. These payments represent revenues for providing health care coverage, including Medicare Part D benefits. Under the Medicare Part D program, our members and the members of the third-party payors receive standard drug benefits. We may also provide enhanced benefits at our own expense. We recognize premium or capitation revenue for providing this insurance coverage in the month that members are entitled to receive health care services and any premium or capitation collected in advance is deferred. Our CMS payment related to Medicare Part D is subject to risk sharing through the Medicare Part D risk corridor provisions.

In 2025, we also participated in the CMS “ACO Realizing Equity, Access, and Community Health Model” or “ACO REACH” model, formerly the Direct Contracting Model (“DCE”). CMS served as the claim adjudicator for institutional and specialists care, and directly paid for such fee for service claims. The ACO REACH entity (“ACO”) was responsible for the cost of health care services related to the patient population attributed to the ACO by participating in 100% savings/losses via the risk share model and in some cases, were financially responsible for the supplemental benefits provided to the patients. The Company acted as an agent in an arrangement where it was not responsible for arranging and controlling the health care services provided to the ACO members, and for providing certain management and support services with respect to ACO operations. The principal assumed the specified upside and downside financial risks relative to the ACO’s performance. As a result of this arrangement, ACO revenue was recorded on a net basis within other revenue on the condensed consolidated statement of operations. We discontinued our participation in the ACO REACH model as of December 31, 2025. This did not have a material impact to our financial results.

Interest income earned on our cash deposits and short-term investments is included within other revenue on the condensed consolidated statements of operations. Interest income for the three and six months ended June 30, 2026 was \$8,096 and \$16,099, respectively. Interest income for the three and six months ended June 30, 2025 was \$6,731 and \$13,230, respectively.

Revenue Adjustments

Payments by CMS to health plans are determined via a competitive bidding process with CMS and are based upon the cost of care in a local market and the average utilization of services by the member enrolled. These payments are subject to periodic adjustments under CMS’ “risk adjustment model,” which compensates health plans based on the health severity and certain demographic factors of each individual member. Members diagnosed with certain conditions are paid at a higher monthly payment than members who are healthier. Under this risk adjustment model, CMS calculates the risk adjustment payment using diagnosis data from hospital inpatient, hospital outpatient, and physician treatment settings. The Company and health care providers collect, capture, and submit the necessary and available diagnosis data to CMS within prescribed deadlines. Premium revenues are subject to adjustments under the risk adjustment model.

Throughout the year, we estimate risk adjustment payments based upon the diagnosis data submitted and expected to be submitted to CMS. Those estimated risk adjustment payments are recorded as an adjustment to premium and capitation revenue. Our risk adjustment data is also subject to review by the government, including audit by regulators.

Our recognized premium revenue for our Medicare Advantage Plans are each subject to a minimum annual medical loss ratio (“MLR”) of 85%. The MLR represents medical costs as a percentage of premium revenue. The Code of Federal Regulations defines what constitutes medical costs and premium revenue, including certain additional expenses related to

improving the quality of care provided, and the exclusion of certain taxes and fees, in each case as permitted or required by CMS and applicable regulatory requirements. If the minimum MLR is not met, we are required to remit a portion of the premiums back to the federal government. The amount remitted, if any, is recognized as an adjustment to premium revenues in the condensed consolidated statements of operations. The amounts payable under this provision were immaterial at June 30, 2026 and December 31, 2025.

Medicare Part D payments are also subject to a federal risk corridor program, which limits a health plan’s overall losses or profit if actual spending for basic Medicare Part D benefits is much higher or lower than what was anticipated. Risk corridor adjustments are recorded within premium revenue. The risk corridor provisions compare costs targeted in our bids to actual prescription drug costs, limited to actual costs that would have been incurred under the standard coverage as defined by CMS. Variances exceeding certain thresholds may result in CMS making additional payments to us or require us to refund a portion of the premiums we received. We estimate and recognize an adjustment to premium revenue related to these provisions based upon pharmacy claims experience. We record a receivable or payable at the contract level and classify the amount as current or long-term in our condensed consolidated balance sheets based on the timing of expected settlement.

Receivables, including risk adjusted premium due from the government, pharmacy rebates, and other receivables, are shown net of allowances for credit losses and retroactive membership adjustments.

Property and Equipment—Net

Depreciation expense is computed using the straight-line method generally based on the following estimated useful lives:

Description	Estimated Service Lives (years)
Computer and equipment	5
Office equipment and furniture	5-7
Software	3-5
Leasehold improvements	15 (or lease term, if shorter)

Depreciation expense related to property and equipment used to service our members or at our clinics are included within medical expenses in the condensed consolidated statements of operations.

Medical Expenses

Medical expenses include claim payments, capitation payments, pharmacy costs net of rebates, allocations of certain centralized expenses, internal care delivery expenses and various other costs incurred to provide health insurance coverage and care to members, as well as estimates of future payments to hospitals and others for medical care and other supplemental benefits provided.

We have contracts with a network of hospitals, physicians, and other providers and compensate those providers and ancillary organizations based on contractual arrangements or CMS Medicare compensation guidelines. We pay these contracting providers either through fee-for-service arrangement in which the provider is paid negotiated rates for specific services provided or a capitation payment, which represent monthly contractual fees disbursed for each member regardless of medical services provided to the member. We are responsible for the entirety of the cost of health care services related to the member population, in addition to supplemental benefits provided by us to our seniors.

Capitation-related expenses are recorded on an accrual basis during the coverage period. Expenses related to fee-for-service contracts are recorded in the period in which the related services are dispensed.

Pharmacy costs represent payments for members’ prescription drug benefits, net of rebates from drug manufacturers. Receivables for such pharmacy rebates are included in accounts receivable in the condensed consolidated balance sheet.

In August 2022, the Inflation Reduction Act ("IRA") was signed into law. The law intends to increase tax revenue and reduce Medicare costs through lower prescription drug prices, inflation-based rebates, and increased financial responsibility for certain drug manufacturers. The provisions of the law are set to take effect over seven years from 2023 to 2029. For the three and six months ended June 30, 2026 and June 30, 2025, we experienced an increase in both Part D premium revenues and medical expenses as a result of the IRA. Our 2026 bid pricing (submitted to CMS in June 2025) and budget reflect the expected impact the IRA will have on our business for fiscal year 2026.

Medical Expenses Payable

Medical expenses payable includes estimates of our obligations for medical care services that have been rendered on behalf of our members, but for which claims have either not yet been received or processed, loss adjustment expense reserve for the expected costs of settling these claims, and for liabilities related to physician, hospital, and other medical cost disputes.

We develop estimates for medical expenses incurred but not yet paid (“IBNP”), which includes an estimate for claims incurred but not reported (“IBNR”) and a payable for adjudicated claims. IBNR is estimated using an actuarial process that is consistently applied and centrally controlled. Medical expenses payable also includes an estimate for the costs necessary to process unpaid claims at the end of each period. We estimate the IBNR liability using actuarial methods that are commonly used by health insurance actuaries and meet Actuarial Standards of Practice. These actuarial methods consider factors, such as cost trends and completion factors that are assessed based on historical data for payment patterns, product mix, seasonality, utilization of health care services, and other relevant factors. Each period, we re-examine previously established IBNR estimates based on actual claim submissions and other changes in facts and circumstances. As the IBNR estimates recorded in prior periods develop, we adjust the amount of the estimates and include the changes in estimates in medical expenses in the period in which the change is identified.

Actuarial Standards of Practice generally require that the IBNP estimates be adequate to cover obligations under moderately adverse conditions. Moderately adverse conditions are situations in which the actual claims are expected to be higher than the otherwise estimated value of such claims at the time of estimate. In many situations, the claims amount ultimately settled will be different than the estimate that satisfies the Actuarial Standards of Practice. We include in our IBNP an estimate for medical claims liability under moderately adverse conditions, which represents the risk of adverse deviation of the estimates in our actuarial method of reserving. We believe that medical expenses payable is adequate to cover future claims payments required. However, such estimates are based on knowledge of current events and anticipated future events. Therefore, the actual liability could differ materially from the amounts provided.

We reassess the profitability of contracts for providing coverage to members when current operating results or forecasts indicate probable future losses. A premium deficiency reserve is established in current operations to the extent that the sum of expected future costs, claim adjustment expenses, and maintenance costs exceed related future premiums under contract and investment income. For purposes of determining premium deficiencies, contracts are grouped in a manner consistent with the method of acquiring, servicing, and measuring the profitability of such contracts. Losses recognized as a premium deficiency result in a beneficial effect in subsequent periods as operating losses under these contracts are charged to the liability previously established.

Part D Subsidies

We also receive advance payments each month from CMS related to Catastrophic Reinsurance, Manufacturer Discount Program, the Low-Income Member Cost Sharing Subsidy (“Part D Subsidies”), and Select Drug Prepayments related to the Maximum Fair Price Program. Reinsurance subsidies represent funding from CMS for our portion of prescription drug costs that exceed the member’s out-of-pocket threshold or the catastrophic coverage level. Low-income cost sharing subsidies represent funding from CMS for all or a portion of the deductible, the coinsurance and co-payment for low-income beneficiaries. Additionally, the Inflation Reduction Act mandates consumer discounts on most brand-name prescription drugs for Part D plan participants in the initial coverage and catastrophic phases. These discounts are ultimately funded by the pharmaceutical manufacturers. In 2025, the IRA retired the Coverage Gap Discount Program, introduced the Manufacturer Discount Program, and change the members cost thresholds for the catastrophic phase. New in 2026, CMS is providing prepayment to cover liabilities associated with the Maximum Fair Price Program. These program changes and the corresponding changes in prepayments are reflected in our 2026 experience.

These Part D Subsidies represent cost reimbursements under the Medicare Part D program and are recorded as deposits or payables. These Subsidies received in excess of, or less than, actual subsidized benefits paid are refundable to or recoverable from CMS through an annual reconciliation process following the end of the contract year.

Shared Risk Reserve Arrangements

We established a fund (also referred to as “a pool”) for risk and profit-sharing with various independent physician associations (“IPAs”). The pool enables us and our IPAs to share in the financial responsibility and/or upside associated with providing covered medical expenses to our members. The risk pool is based on a contractually agreed upon medical budget, typically based upon a percentage of revenue. If actual medical expenses are less than the budgeted amount, this

results in a surplus. Conversely, if actual medical expenses are greater than the budgeted amount, this results in a deficit. We will distribute the surplus, or a portion thereof, to each IPA based upon contractual terms. Deficits are charged to shared risk providers' risk pool as per the contractual term and evaluated for collectability at each reporting period.

We record risk-sharing receivables and payables on a gross basis on the condensed consolidated balance sheets. Throughout the year, we evaluate expected losses on risk-sharing receivables and record the resulting expected losses to the reserve. We systematically build and release reserves based on adequacy and its assessment of expected losses on a monthly basis. Credit loss associated with risk share deficit receivables are recorded within medical expense in the condensed consolidated statements of operations. As of June 30, 2026 and December 31, 2025, we recorded an allowance for credit losses for substantially all of the risk-sharing receivable balance due to collection risk related to the balance. The risk-sharing payable is included within medical expenses payable on the condensed consolidated balance sheets.

Concentrations of Credit Risk

Financial instruments that potentially subject us to concentrations of credit risk consist primarily of cash deposits and current and restricted investments with financial institutions. Accounts at each financial institution are insured by the Federal Deposit Insurance Corporation ("FDIC") up to certain limits.

Equity-Based Compensation

Equity-based compensation expense is measured and recognized based on the grant date fair value of the awards. The grant date fair value of stock options is estimated using the Black-Scholes option pricing model. The grant date fair value of restricted stock units ("RSUs") and performance stock units ("PSUs") is generally estimated based on the fair value of our underlying common stock on the date of grant. For PSUs with market-based performance conditions, the fair value is determined using a Monte Carlo simulation.

The Black-Scholes option pricing model requires the use of highly subjective assumptions, including the award's expected term, the fair value of the underlying common stock, the expected volatility of the price of the common stock, risk-free interest rates, and the expected dividend yield of the common stock. The assumptions used to determine the fair value of the stock-based awards are management's best estimates and involve inherent uncertainties and the application of judgment. The expected term represents the period the stock-based awards are expected to be outstanding. As we did not have sufficient historical experience for determining the expected term of the stock option awards granted, we utilized the simplified method available under GAAP. As we did not have a substantial trading history, volatility assumptions were developed using a combination of the Company's historical volatility and the historical volatilities of a set of peer companies, adjusted for debt-equity leverage. Equity-based compensation expense for awards with service-based vesting only is recognized on a graded vesting schedule over the requisite service period of the awards, which is generally three or four years.

Equity-based compensation expense for PSU awards with Company performance-based vesting is recognized over the requisite service period on a graded vesting schedule and is only recognized when the Company concludes that it is probable that the performance condition(s) will be achieved. At each reporting period, the Company reassesses the probability of achieving the performance criteria. Determining whether the performance criteria will be achieved involves judgment, and the estimate of share-based compensation expense may be revised periodically based on changes in the probability of achieving the performance criteria. Revisions are reflected in the period in which the estimate is changed. We account for forfeitures as they occur. For PSU awards with market-based performance conditions, equity-based compensation expense for each performance tranche is recognized on a straight-line basis over the requisite service period. As the grant date fair value is derived using a Monte Carlo simulation, the probability of meeting the market-based performance conditions is factored into the fair value and no reassessment is required.

Equity-based compensation is recorded within selling, general and administrative expenses, and medical expenses based on the function of the applicable employee and non-employee.

Net Income per Share

Net income per share is calculated based on net income attributable to Alignment Healthcare, Inc.'s stockholders. Potentially dilutive common stock equivalents for the Company include stock options, unvested RSUs, unvested PSUs, and convertible senior notes.

Diluted net income per share includes the components of basic net income per share and also gives effect to dilutive common stock equivalents. Diluted net income per share reflects the potential dilution that could occur if securities or other instruments that are convertible into common stock were exercised or could result in the issuance of common stock. For the purposes of computing diluted net income per share, weighted average shares outstanding do not include potentially dilutive securities that are anti-dilutive under the treasury stock method or if-converted method, and performance-based equity awards are included based on the attainment of the applicable performance metrics as of the end of the reporting period.

The following table sets forth the computation of basic and diluted net income per share for the three and six months ended June 30, 2026 and 2025:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Numerator:				
Net income	\$ 36,560	\$ 15,653	\$ 47,976	\$ 6,299
Less: Net loss attributable to noncontrolling interests	—	14	—	254
Net income attributable to Alignment Healthcare, Inc.	\$ 36,560	\$ 15,667	\$ 47,976	\$ 6,553
Denominator:				
Total weighted-average common shares outstanding	207,448,894	198,328,613	206,408,426	196,003,736
Less: Restricted shares of common stock	—	—	—	(23,167)
Total weighted-average common shares outstanding, net of restricted shares of common stock - basic	207,448,894	198,328,613	206,408,426	195,980,569
Dilutive effect of:				
Stock options	790,176	405,903	937,237	202,952
RSUs	5,892,107	8,111,256	6,576,859	4,055,628
PSUs	893,306	2,673,857	446,653	1,336,929
Shares used to compute diluted income per common share	215,024,483	209,519,629	214,369,175	201,576,078
Net income per share:				
Basic income per share	\$ 0.18	\$ 0.08	\$ 0.23	\$ 0.03
Diluted income per share	\$ 0.17	\$ 0.07	\$ 0.22	\$ 0.03

Options outstanding that are antidilutive and therefore not factored into the weighted average common shares above were 17,965 for the three and six months ended June 30, 2026. RSUs outstanding that are antidilutive and therefore not factored into the weighted average common shares above were 0 and 568 for the three and six months ended June 30, 2026, respectively. Shares used to compute diluted income per common shares for the three and six months ended June 30, 2026 also excludes 24,636,896 and 23,768,341, respectively, of potentially outstanding shares related to our convertible senior notes, as these had an antidilutive effect on diluted income per share. Additionally, for the three and six months ended June 30, 2026, we excluded 2,795,152 PSUs as the performance targets have not yet been achieved as of June 30, 2026. See Note 10, Equity-Based Compensation.

Recent Accounting Pronouncements Issued

In December 2025, the FASB issued ASU 2025-11 "Interim Reporting (Topic 270): Narrow-Scope Improvements", which clarifies and reorganizes existing U.S. GAAP guidance for interim financial reporting without changing the underlying disclosure requirements. The update refines the scope of Topic 270 to apply to entities that present a complete set of interim financial statements (or condensed financial statements with accompanying notes) and introduces a more principles-based disclosure objective focused on reporting material changes since the most recent annual reporting period. It also consolidates and streamlines interim disclosure guidance—previously dispersed across various topics—into a more accessible framework within Topic 270, with the goal of improving consistency and usability in practice while avoiding unnecessary repetition of annual disclosures. ASU 2025-11 is effective for public business entities for interim periods

beginning after December 15, 2027, with early adoption permitted. The Company is currently evaluating the impact of this ASU on its financial statements.

In September 2025, the FASB issued ASU 2025-06 "Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software", which removes the multi-stage model when determining internal-use software development cost capitalization. Under the new ASU, such software costs are capitalized when management has authorized and committed to funding the software project, and if it is probable that the project will be completed and the software will be used to perform the function intended. If a project is still subject to major uncertainty, capitalization is prohibited. ASU 2025-06 is effective for annual periods beginning after December 15, 2027 (and interim reporting periods within those annual reporting periods). The Company is currently evaluating the impact of this ASU on its financial statements.

In November 2024, the FASB issued ASU 2024-03 "Disaggregation of Income Statement Expenses", which improves income statement presentation and disclosures related to expenses. It requires a public entity to disaggregate key expense categories such as employee compensation, depreciation and intangible asset amortization within its financial statements. ASU 2024-03 is effective for annual periods beginning after December 15, 2026, and interim periods within the Company's fiscal year 2027, with early adoption permitted. The Company is currently evaluating the impact of this ASU on its disclosures of income statement expenses.

3. Fair Value

The following tables present the carrying value and fair value of these financial instruments as of June 30, 2026 and December 31, 2025:

	June 30, 2026			
	Carrying Value	Fair Value		
		Level 1	Level 2	Level 3
U.S. Treasury bills	\$ 16,160	\$ 16,159	\$ —	\$ —
Certificate of deposits	2,353	—	2,353	—
Total	\$ 18,513	\$ 16,159	\$ 2,353	\$ —

	December 31, 2025			
	Carrying Value	Fair Value		
		Level 1	Level 2	Level 3
U.S. Treasury bills	\$ 29,456	\$ 29,465	\$ —	\$ —
Certificate of deposits	2,345	—	2,345	—
Total	\$ 31,801	\$ 29,465	\$ 2,345	\$ —

The Company estimates the fair value of its convertible senior notes based on valuations provided by third-party pricing services. Fair value of the long-term debt as of June 30, 2026 was approximately \$562,494. The Company's fair value of long-term debt disclosure is classified within Level 2 of the valuation hierarchy. As of December 31, 2025, the fair value of our long-term debt was approximately \$514,164.

The carrying value of long-term debt represents the outstanding balance, net of unamortized debt issuance costs which was \$324,056 and \$323,176 as of June 30, 2026 and December 31, 2025, respectively.

Our nonfinancial assets and liabilities, which include goodwill, intangible assets, property, and equipment, are not required to be measured at fair value on a recurring basis. However, on a periodic basis, or whenever events or changes in circumstances indicate that their carrying value may not be recoverable, we assess these assets for impairment. No such impairment resulted during the six months ended June 30, 2026. We recorded an impairment charge related to goodwill as of December 31, 2025. See Note 6, Goodwill and Intangible Assets.

U.S. Treasury Securities Investments

As of June 30, 2026 and December 31, 2025, the Company had \$15,137 and \$28,413, respectively, of investments in U.S. Treasury bills, which were classified as held to maturity and carried at amortized cost. As of June 30, 2026, \$8,259 of the investments are included in short-term investments in the condensed consolidated balance sheets as the original maturities are greater than three months and less than twelve months. As of June 30, 2026, \$6,878 of the investments had an original maturity of less than three months. These investments are considered cash equivalents and are included in cash and cash equivalents in the condensed consolidated balances sheets. As of December 31, 2025, the entire balance was included in short-term investments as the original maturities were greater than three months and less than twelve months. The Company has the intent and ability to hold these securities to maturity and gross unrecognized gains and losses were immaterial.

Restricted Investments

Restricted investments are composed of investments in U.S. Treasury bills and certificates of deposits and are included within other assets in the condensed consolidated balance sheets. As of June 30, 2026 and December 31, 2025, the Company had \$1,023 and \$1,043 of restricted investments in U.S. Treasury bills and \$2,353 and \$2,345 of restricted investments in certificates of deposits, respectively. The Company has the intent and ability to hold these investments until maturity; therefore, these investments are stated at amortized cost. Restricted investments are required to be maintained at a financial institution within certain states. As of June 30, 2026 and December 31, 2025, these investments had maturities with less than 12 months. Due to the nature of the state's requirements, these assets are classified as noncurrent assets regardless of the contractual maturity date.

Money Market Funds

As of June 30, 2026 and December 31, 2025, the Company had \$235,210 and \$216,155, respectively, in money market funds, which are recorded at fair value and included in cash and cash equivalents in the consolidated condensed balance sheet.

4. Accounts Receivable

Accounts receivable consisted of the following as of June 30, 2026 and December 31, 2025:

	June 30, 2026	December 31, 2025
Government receivables	\$ 143,583	\$ 52,411
Pharmacy rebate receivables	139,802	179,196
Other receivables	13,773	22,433
Total accounts receivable	297,158	254,040
Allowance for credit losses	(265)	(833)
Accounts receivable, net	<u>\$ 296,893</u>	<u>\$ 253,207</u>

The allowance for expected credit losses for accounts receivable is based primarily on past collections experience relative to the length of time receivables are past due. However, when available evidence reasonably supports an assumption that future economic conditions will differ from current and historical payment collections, an adjustment is reflected in the allowance for expected credit losses. We record pharmacy rebates and other receivables based on contractual terms and expected collections and our estimation process for contractual allowances for such balances generally results in an allowance for balances outstanding greater than 90 days or if expected credit risks are known.

Receivables and any associated allowance are written off only when all collection attempts have failed and such amounts are determined unrecoverable. We regularly review the adequacy of these allowances based on a variety of factors, including age of the outstanding receivable and collection history. When circumstances related to specific collection patterns change, estimates of the recoverability of receivables are adjusted. Because substantially all of our receivable amounts are readily determinable and a large portion of our creditors are governmental authorities, our allowance for credit losses is insignificant.

We recorded credit loss related to accounts receivable of \$265 and \$262 during the three months ended June 30, 2026 and 2025, respectively, and \$265 and \$262 during the six months ended June 30, 2026 and 2025, respectively. The amounts were recorded in selling general, and administrative expenses in the condensed consolidated statements of operations.

5. Property and Equipment

Property and equipment consisted of the following as of June 30, 2026 and December 31, 2025:

	June 30, 2026	December 31, 2025
Computers and equipment	\$ 15,087	\$ 13,815
Office equipment and furniture	4,474	4,338
Software	233,644	218,023
Leasehold improvements	6,253	6,224
Construction in progress	1,563	983
Subtotal	261,021	243,383
Less accumulated depreciation	(194,810)	(179,132)
Property and equipment-net	\$ 66,211	\$ 64,251

Depreciation expense for the three months ended June 30, 2026 and 2025 was \$7,857 and \$7,036, respectively, of which \$3 and \$33, respectively, were included in medical expenses. Depreciation expense for the six months ended June 30, 2026 and 2025 was \$15,719 and \$14,029, respectively, of which \$26 and \$66, respectively, were included in medical expenses.

6. Goodwill and Intangible Assets

Intangible assets consisted of the following as of June 30, 2026 and December 31, 2025:

	June 30, 2026			
	Gross Carrying Value	Accumulated Amortization	Net Carrying Value	Weighted Average Life
Goodwill	\$ 32,060	\$ —	\$ 32,060	—
License (indefinite lived)	4,550	—	4,550	—
Plan member relationships	2,700	(2,700)	—	9 years
Other	633	(633)	—	2 - 10 years
Total	\$ 39,943	\$ (3,333)	\$ 36,610	

	December 31, 2025			
	Gross Carrying Value	Accumulated Amortization	Net Carrying Value	Weighted Average Life
Goodwill	\$ 32,060	\$ —	\$ 32,060	—
License (indefinite lived)	4,550	—	4,550	—
Plan member relationships	2,700	(2,700)	—	9 years
Other	633	(633)	—	2 - 10 years
Total	\$ 39,943	\$ (3,333)	\$ 36,610	

Amortization expense relating to intangible assets for the three months ended June 30, 2026 and 2025 was \$0. Amortization expense relating to intangible assets for the six months ended June 30, 2026 and 2025, was \$0 and \$634, respectively. Included within the amortization balance for the six months ended June 30, 2025 was \$634 in impairment charges related to the remeasurement of goodwill associated with one of our subsidiaries.

7. Medical Expenses Payable

The following table is a detail of medical expenses payable as of June 30, 2026 and December 31, 2025:

	June 30, 2026	December 31, 2025
Claims incurred but not paid	\$ 269,790	\$ 297,368
Capitation and risk-sharing payable	111,696	85,083
Other	231,262	92,118
Medical expenses payable	<u>\$ 612,748</u>	<u>\$ 474,569</u>

Each period, we re-examine previously established outstanding claims reserve estimates based on actual claims submissions and other changes in facts and circumstances. As more complete claim information becomes available, we adjust the amount of the estimates and include the changes in estimates in claim costs in the period in which the change is identified. Substantially, all of the total claims paid by us are known and settled within the first year from the date of service, and substantially, all remaining claim amounts are paid within a three-year period.

The following table presents components of the change in medical expenses payable as of June 30, 2026 and 2025:

	June 30, 2026	June 30, 2025
Claims incurred but not paid - beginning balance	\$ 297,368	\$ 168,357
Incurred related to:		
Current year	796,057	559,320
Prior years	(17,759)	(21,066)
Total incurred, net of reinsurance	<u>778,298</u>	<u>538,254</u>
Payments related to:		
Current year	560,499	368,014
Prior years	245,377	127,134
Total payments, net of reinsurance	<u>805,876</u>	<u>495,148</u>
Claims incurred but not paid - ending balance	269,790	211,463
Capitation payable, risk-sharing payable, and other	342,958	243,691
Total medical expenses payable	<u>\$ 612,748</u>	<u>\$ 455,154</u>

We re-examine previously established outstanding claims reserve estimates based on actual claims submissions and other changes in facts and circumstances. We recognized an unfavorable prior year development, excluding provision for adverse deviation of \$6,532 for the three months ended June 30, 2026. The unfavorable prior year development was primarily due to worse-than-expected claims recoveries and actual claims expense being more than expected. We recognized a favorable prior year development, excluding provision for adverse deviation, of \$1,847 for the six months ended June 30, 2026. The favorable prior year development was primarily due to better-than-expected claims recoveries and actual claims expense being less than expected.

8. Long-Term Debt

Long-term debt is recorded at carrying value in the condensed consolidated balance sheets. The carrying value of long-term debt outstanding, net of unamortized debt issuance costs, consisted of the following as of June 30, 2026 and December 31, 2025:

	June 30, 2026	December 31, 2025
Long-term debt	\$ 330,000	\$ 330,000
Less unamortized debt issuance costs	(5,944)	(6,824)
Long-term debt-net of amortization	324,056	323,176
Less current maturities of long-term debt	—	—
Long-term debt - net of current portion	\$ 324,056	\$ 323,176

Convertible Senior Notes

On November 22, 2024 the Company completed the sale of \$330,000 of our 4.25% Convertible Senior Notes (the “Notes”). The Notes were issued pursuant to an indenture (the “Indenture”), dated as of November 22, 2024, between the Company and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”). The Notes are senior, unsecured obligations of the Company, and interest will be payable semi-annually in arrears at a rate of 4.25% per annum beginning on May 15, 2025. The Notes will mature on November 15, 2029, unless earlier repurchased, redeemed or converted in accordance with their terms. The net cash proceeds from the sale of the Notes was approximately \$321,100, after subtracting fees, discounts and estimated expenses in connection with the transaction.

Prior to the close of business on the business day immediately preceding August 15, 2029, the Notes will be convertible at the option of holders during certain periods, upon satisfaction of certain conditions. On or after August 15, 2029, the Notes will be convertible at any time until the close of business on the second scheduled trading day immediately preceding the maturity date. Upon conversion, the Notes may be settled in shares of Company common stock, cash or a combination of cash and shares of Company common stock, at the Company's election.

The Notes have an initial conversion rate of approximately 62.4 shares of Company common stock per \$1 principal amount of the Notes. The conversion rate will be subject to adjustment in certain events, including adjustment in the event of certain significant corporate transactions. This represents an initial conversion price of approximately \$16.04 per share. The initial conversion price of the Notes represents a premium of approximately 25% to the closing price of the Company's common stock on November 14, 2024. The Company has used the proceeds from the sale of the Notes to repay in full the \$215,000 aggregate principal amount, accrued interest and fees related to the Company's previous term loans with a separate financing company, as well as certain fees and expenses incurred in connection with the transaction.

The Indenture contains customary terms and covenants, including that upon certain events of default occurring and continuing, either the Trustee or the holders of at least 25% in principal amount of the outstanding notes may declare 100% of the principal of, and accrued and unpaid special interest, if any, on, all the notes to be due and payable.

The Company has recognized the Notes in their entirety as a liability on the condensed consolidated balance sheet and no portion of the proceeds from the issuance of the convertible debt instrument was accounted for separately as an embedded conversion feature within stockholders' equity.

Future maturities under the Notes for each of the next five years ending June 30, are as follows:

	Amount
Remainder of 2026	\$ —
2027	—
2028	—
2029	330,000
2030	—
	<u>\$ 330,000</u>

Revolving Credit Facility

On February 26, 2026 (the “Effective Date”), the Company, Alignment Healthcare USA, LLC, an indirect wholly owned subsidiary of the Company (the “Borrower”) and certain other subsidiaries of the Company (together with the Company and the Borrower, the “Borrower Parties”) entered into a Credit Agreement with Citibank, N.A., as administrative agent, and the lenders party thereto (the “Credit Agreement”). The Credit Agreement matures on February 26, 2029, and provides for a \$200,000 senior secured revolving credit facility (the “Credit Facility”), with sublimits of up to \$20,000 for the issuance of letters of credit and \$5,000 for swingline loans. Subject to meeting certain customary conditions, the Borrower may request an increase to the commitments under the Credit Facility or to establish one or more new term loan facilities by up to an amount equal to the greater of \$50,000 or 100% of the Borrower Parties’ Consolidated EBITDA (as defined in the Credit Agreement) for the most recently completed four fiscal quarters of the Borrower Parties for which financial statements have been delivered.

Borrowings under the Credit Facility may be used for permitted acquisitions, working capital, the payment of fees, costs and expenses incurred in connection with the Credit Agreement and other general corporate purposes. The Borrower did not borrow any amounts under the Credit Facility as of June 30, 2026.

Loans under the Credit Facility will bear interest at a floating rate, which can be either, at the Borrower’s option, (a) Term SOFR (as defined in the Credit Agreement) plus an applicable margin that ranges from 2.0% to 2.5% per annum with respect to Term SOFR loans or (b) a Base Rate (as defined in the Credit Agreement) plus an applicable margin that ranges from 1.0% to 1.5% per annum with respect to Base Rate loans, based on the consolidated senior secured leverage ratio for the Borrower Parties and their affiliates, as calculated in accordance with the Credit Agreement. The Borrower is also required to pay certain fees in connection with the Credit Agreement, including commitment fees on a quarterly basis in respect of the unutilized portion of the commitments under the Credit Agreement and certain fees to each of the lenders upon the effectiveness of the Credit Agreement. The Borrower may voluntarily repay outstanding borrowings under the Credit Facility at any time, without premium or penalty.

The Credit Agreement includes financial covenants that require us to maintain, as of the last day of each fiscal quarter (commencing with the fiscal quarter ending June 30, 2026), (i) a ratio of senior secured indebtedness that is not subordinated in right of payment to the obligations under the Credit Agreement to Consolidated EBITDA (as defined in the Credit Agreement) for the period of four consecutive fiscal quarters ended on such date, of not more than 2.5 to 1.0 and (ii) Consolidated EBITDA for the period of four consecutive fiscal quarters ended on such date, of amounts specified in the Credit Agreement starting from \$60,000 as of June 30, 2026, increasing to \$70,000 as of June 30, 2027, and \$80,000 as of June 30, 2028 and each fiscal quarter thereafter.

The Borrower’s obligations under the Credit Agreement are guaranteed by the Company and certain subsidiaries of the Company and secured by substantially all of the assets of the Borrower, the Company and such subsidiaries of the Company, subject to customary exceptions. None of the Company’s health plan subsidiaries or other regulated entities are guarantors under the Credit Agreement and the equity in such subsidiaries was not pledged. The Credit Agreement contains customary representations and warranties, as well as affirmative and negative covenants. Negative covenants include, among others, customary covenants that restrict the ability of the Company and its subsidiaries, without the approval of requisite lenders, to engage in certain fundamental transactions, incur debt and liens, enter into transactions with affiliates and make certain restricted payments and restricted investments, in each case, as set forth in the Credit Agreement and subject to certain thresholds and exceptions. The Credit Agreement also contains other customary covenants and events of default for secured credit facilities of this type. Upon an event of default that is not cured or waived within any applicable cure periods, in addition to other remedies that may be available to the lenders, the obligations under the Credit Agreement may be accelerated. As of June 30, 2026, there was no outstanding debt under the credit facility and we were in compliance with all financial covenants.

9. Income Taxes

For the three and six months ended June 30, 2026, we recorded income tax expense of \$1,266 and \$1,291. For the three and six months ended June 30, 2025 we recorded income tax expense of \$3,224 and \$3,245. The change in tax for the three months ended June 30, 2026 when compared to the three months ended June 30, 2025 is primarily attributable to a change in state taxes. Our future effective tax rate may vary from the statutory tax rate primarily due to changes in our valuation allowance, state taxes, and excess executive compensation.

We have federal and state cumulative net operating losses (“NOLs”) as of June 30, 2026 and December 31, 2025. Given the history of losses, and after consideration for the risk associated with estimates of future taxable income, we established

a full valuation allowance against net deferred tax assets at June 30, 2026 and 2025. Under the Tax Cuts and Jobs Act (“TCJA”), federal NOLs generated after 2017 will be carried forward indefinitely but are limited to an 80% deduction of taxable income. NOLs generated prior to 2018 have a 20-year carryforward period and can be used to offset 100% of taxable income. An exception to the TCJA federal NOL rule applies to certain of our subsidiaries and requires all NOLs generated from those entities to have a 20-year carryforward period and offset 100% of taxable income. For the year ended December 31, 2025 federal and state NOL carryforwards were \$617,001 and \$531,012, respectively. \$95,332 of the total federal net operating loss carryforwards have an indefinite life while the remaining federal and state net operating loss carryforwards begin to expire in 2033 if not utilized. On June 27, 2024, California Senate Bill 167 (“SB 167”) was enacted into law, suspending California NOL utilization for taxpayers with more than \$1 million of taxable income, effective for tax years 2024, 2025, and 2026. SB 167 includes an extended carryover period for the suspended NOLs with an additional year carryforward for each year of suspension. The Company will continue to monitor this legislation and its impact on our deferred tax assets.

An “ownership change” as defined under Section 382 of the Internal Revenue Code (“IRC”), could potentially limit the ability to utilize certain tax attributes including the Company’s substantial NOLs. Ownership change is generally defined as any significant change in ownership of more than 50% of its stock over a three-year testing period. If, as a result of current or future transactions involving our common stock, we undergo cumulative ownership changes which exceed 50% over a testing period, our ability to utilize our NOL carryforwards would be subject to additional limitations under IRC Section 382. We continue to monitor changes in ownership with respect to these income tax provisions.

The One Big Beautiful Bill Act (“OBBA Act”) was enacted on July 4, 2025 in the United States. The OBBA Act includes several significant provisions, including re-establishing a 100% bonus depreciation deduction, re-establishing rules in calculating business interest expense limitations pursuant to §163(j), and removing the capitalization requirements for domestic research or experimental (“R&E”) expenditures paid or incurred in tax years beginning after December 31, 2024. We have considered applicable tax impact of the OBBA Act within the 2026 financial statements.

10. Equity-Based Compensation

Equity Awards

Stock Options

Our outstanding stock options generally vest 25% annually over four years and generally expire 10 years from the date of the grant. The 2021 Equity Incentive Plan (“Plan”) provides that stock option grants will be made with an exercise price at no less than the estimated fair value of common stock at the date of the grant.

The following is a summary of the stock option transactions as of and for the three and six months ended June 30, 2026:

(amounts in thousands, except shares and per share amount)	Stock Options Outstanding			
	Shares Subject to Options Outstanding	Weighted- Average Exercise Price per Option	Weighted- Average Remaining Contractual Terms (in years)	Aggregate Intrinsic Value
Balances as of December 31, 2025	7,408,212	\$ 17.05	5.28	\$ 20,001
Options granted	—	—		
Options exercised	(137,087)	15.85		
Options forfeited / expired	(216,537)	18.00		
Balances as of March 31, 2026	7,054,588	17.05	5.03	6,477
Options granted	—	—		
Options exercised	(231,672)	16.96		
Options forfeited / expired	(3,400)	18.00		
Balances as of June 30, 2026	6,819,516	17.05	4.78	46,106
Vested and Exercisable as of June 30, 2026	6,810,562	\$ 17.09	4.78	\$ 46,002

Aggregate intrinsic value represents the difference between the exercise price of the option and the closing price of our common stock. The aggregate intrinsic value of options exercised for the three and six months ended June 30, 2026 was \$1,588 and \$2,679, respectively. No options were granted during the three and six months ended June 30, 2026.

Restricted Stock Units

Our outstanding Restricted Stock Units ("RSU") generally vest 33% annually over three years or 25% annually over four years.

The following is a summary of RSU transactions as of and for the three and six months ended June 30, 2026:

	Restricted Stock Units	Weighted-Average Grant Date Fair Value
Unvested and outstanding as of December 31, 2025	9,356,689	\$ 10.49
Granted	2,613,707	17.21
Vested	(2,699,553)	8.91
Forfeited	(286,686)	11.97
Balances as of March 31, 2026	8,984,157	\$ 12.87
Granted	284,324	15.02
Vested	(275,453)	13.40
Cancelled/forfeited	(111,702)	12.31
Unvested and outstanding as of June 30, 2026	8,881,326	\$ 12.93

Performance-based Restricted Stock Units ("PSUs")

Generally, for our outstanding PSUs, each grantee is eligible to vest in a number of PSUs ranging from 0% to 200% of the target number of PSUs granted, based on the aggregated achievement by the Company of certain performance metrics during the applicable performance period. The achievement of PSUs relative to the approved target is based on the following performance metrics and relative weighting: Revenue (50% weighting) and Adjusted EBITDA (50% weighting). 100% of the total number of earned PSUs will become vested upon certification of achievement of the performance metrics by the Compensation Committee on or about March 1st following the end of the applicable performance period, subject to continued service to the Company through such date.

Market-based PSUs

On February 24, 2026 (the "Grant Date"), the Board of Directors of the Company approved the grant of certain PSUs to John Kao, the Company's Chief Executive Officer (the "PSU Award"), under the Company's 2021 Equity Incentive Plan.

Tranches of the PSU Award will be earned and vest only upon both (i) the achievement of pre-determined price per share goals (described below) over the period commencing on the Grant Date and ending on the fifth anniversary of the Grant Date (the "Measurement Period"); and (ii) Mr. Kao's continued employment or service as the Company's Chief Executive Officer through the third anniversary of the Grant Date, unless otherwise agreed to (the "Service Requirement").

The PSUs will become earned ("Earned PSUs") in three tranches based on the achievement of the following volume-weighted average price per share goals during the Measurement Period (the "Stock Price Hurdles"):

	Price Per Share Goals	Number of Earned PSUs
First Stock Price Hurdle	\$33.75	333,333
Second Stock Price Hurdle	\$44.00	333,333
Third Stock Price Hurdle	\$55.25	333,334

A Stock Price Hurdle is achieved if the volume-weighted average price per share over any 30-consecutive-trading-day period during the Measurement Period equals or exceeds the applicable price. Any tranche of PSUs that Mr. Kao has earned will become vested upon the later of (i) the date on which the applicable Stock Price Hurdle has been achieved or

(ii) the date on which the Service Requirement has been met, subject to his continued service through such later date. PSUs for which the relevant Stock Price Hurdle has not been achieved by the end of the Measurement Period will be forfeited.

The following is a summary of PSU transactions for the three and six months ended June 30, 2026:

	Performance-based restricted stock units	Weighted-Average Grant Date Fair Value
Unvested and outstanding as of December 31, 2025	1,685,407	\$ 9.35
Granted	1,792,525	15.62
Vested	—	—
Forfeited	—	—
Unvested and outstanding as of March 31, 2026	3,477,932	\$ 12.58
Granted	210,526	14.25
Vested	—	—
Cancelled/forfeited	—	—
Unvested and outstanding as of June 30, 2026	3,688,458	\$ 12.68

Equity-Based Compensation Expense

Total equity-based compensation expense was presented on the statement of operations as follows:

(amounts in thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Selling, general and administrative expenses	\$ 16,281	\$ 13,959	\$ 28,889	\$ 29,994
Medical expenses	1,893	1,594	3,304	2,746
Total equity-based compensation expense	\$ 18,174	\$ 15,553	\$ 32,193	\$ 32,740

As of June 30, 2026, there was \$95,579 in unrecognized compensation expense related to all non-vested awards (Options, RSUs and PSUs) that will be recognized over the weighted-average period of 1.89 years.

11. Regulatory Requirements and Restricted Funds

Our health plans or risk-bearing entities are required to maintain minimum capital requirements prescribed by various regulatory authorities in each of the states in which it operates.

Risk-Based Capital

The National Association of Insurance Commissioners has adopted rules, which, if implemented by the states, set minimum capitalization requirements for insurance companies, health maintenance organizations ("HMOs"), and other entities bearing risk for health care coverage. The requirements take the form of risk-based capital ("RBC") rules, which may vary from state to state. Certain states in which our health plans or risk-bearing entities operate have adopted the RBC rules. Our health plans or risk-bearing entities were in compliance with the RBC requirements as of June 30, 2026.

Tangible Net Equity

Our health plans in California are required to comply with the tangible net equity ("TNE") requirements. The required amount is 150% of the larger of: (1) \$1,000; (2) the sum of 2% of the first \$150,000 of annualized premium revenue and 1% of annualized premium revenue in excess of \$150,000; or (3) 8% of the first \$150,000 of annualized health care expenditures except those paid on a capitated or managed hospital payment basis, plus 4% of the annualized health care expenditures in excess of \$150,000, except those paid on a capitated or managed hospital payment basis, plus 4% of annualized hospital expenditures paid on a managed hospital payment basis. For newer health plans, through the first three years immediately following the health plan's operational start date, the required amount is 200% of the larger of the TNE calculation described above. We were in compliance with the TNE requirements as of June 30, 2026.

Certain states regulate the payment of dividends, loans, or other cash transfers from our regulated subsidiaries to our non-regulated subsidiaries and parent company. Such payments may require approval by state regulatory authorities and are limited based on certain financial criteria, such as the entity's level of statutory income and statutory capital and surplus, or the entity's level of tangible net equity or net worth, amongst other measures. These regulations vary by state.

We have the ability to provide additional capital to each of our health plans or risk-bearing entities when necessary to ensure that the RBC and TNE requirements are met.

Restricted Assets

Pursuant to the regulations governing our subsidiaries, we maintain certain deposits required by the government authorities in the form of cash, certificate of deposit and Treasury bills as protection in the event of insolvency. The use of funds from these investments is limited as required by regulation in the various states in which we operate, or as needed in the event of insolvency. Therefore, these deposits are reported within other assets on the condensed consolidated balance sheets.

We hold these assets until maturity, at which time these assets will renew or are invested in a similar type of investment instrument. Given the regulatory requirements, we expect to hold these investments for long-term. As a result, we do not expect the value of these investments to decline significantly due to a sudden change in market interest rates. These investments are carried at amortized cost, which approximates fair value. See Note 3, Fair Value, for further discussion.

12. Commitments and Contingencies

Legal Proceedings

We record a liability and accrue the costs for a loss when an unfavorable outcome is probable and the amount of the loss can be reasonably estimated. In some cases, no estimate of the possible loss or range of loss in excess of amounts accrued, if any, can be made because of the inherently unpredictable nature of legal and regulatory proceedings. While the liability and accrued costs reflect our best estimate, the actual amounts may materially be different.

Whistleblower Complaint

On July 7, 2026, a former executive officer filed a lawsuit against the Company and certain officers in the U.S. District Court for the Central District of California alleging whistleblower retaliation, constructive discharge, breach of contract and compensation-related claims. The plaintiff alleges that these actions were taken after he reported concerns of accounting irregularities. The Company believes the claims are without merit and intends to defend the matter vigorously. No accrual has been included in the accompanying condensed consolidated financial statements with respect to this lawsuit.

We may be involved in various litigation matters in the ordinary course of business. In the opinion of management, the ultimate resolution of legal proceedings is not expected to have a material adverse effect on the condensed consolidated financial statements. Amounts accrued for legal proceedings were not material as of June 30, 2026 and December 31, 2025.

Risk Adjustment Data Validation Audit

On June 25, 2025, the Company was notified that its California HMO plan had been selected for an audit of Medicare Advantage contract-specific risk adjustment data validation ("RADV") with respect to payment year 2019. CMS conducts RADV audits in order to validate the coding practices of and supporting documentation maintained by health care providers and such audits may result in retrospective adjustments to payments made to the Company's health plans. Under CMS's final rule issued in 2023, CMS announced its intent to apply a revised methodology, including extrapolated audit findings to estimate contract-wide overpayments and without application of the previously employed "fee-for-service adjuster" that accounted for the error rate in the original Medicare data that CMS used to develop the risk adjustment model. Additionally, in May 2025, CMS announced a significant expansion to its RADV audit program, stating, among other things, that it intended to conduct RADV audits with extrapolation on all eligible MA plans on an annual basis and that it would accelerate the timetable for clearing its backlog of audits with respect to payment years 2018-24. However, on September 25, 2025, a Federal District Court in Texas vacated CMS's final rule regarding extrapolation of results of RADV audits for payment years beginning with payment year 2018. As of June 30, 2026, the Company is in the process of collecting and reviewing medical records with respect to the member cohort selected for the RADV audit. The Company is continuing to monitor developments with respect to these audits and continuing to assess their potential impact.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion and analysis should be read in conjunction with our audited financial statements and the accompanying notes as well as "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in our Annual Report on Form 10-K for the year ended December 31, 2025 (our "Annual Report"), as well as our unaudited condensed consolidated financial statements and related notes presented herein in Part I, Item 1 included elsewhere in this Quarterly Report. Unless the context otherwise indicates or requires, the terms "we", "our" and the "Company" as used herein refer to Alignment Healthcare, Inc. and its consolidated subsidiaries.

In addition to historical data, the discussion contains forward-looking statements about the business, operations and financial performance of the Company based on our current expectations that involves risks, uncertainties and assumptions. Actual results could differ materially from those discussed in or implied by forward-looking statements as a result of various factors, including those discussed above in "Forward-Looking Statements," and Part II, Item 1A, "Risk Factors."

Overview

Alignment is a next generation, consumer-centric and clinically focused platform designed to improve the healthcare experience for seniors. We deliver this experience through our Medicare Advantage plans, which are customized to meet the needs of a diverse array of seniors. Our innovative model of consumer-centric healthcare is purpose-built to provide seniors with care as it should be: high quality, low cost and accompanied by a vastly improved consumer experience. We combine a proprietary technology platform and a high-touch clinical model that enhances our members' lifestyles and health outcomes while simultaneously controlling costs, which allows us to reinvest savings back into our platform and products to directly benefit the senior consumers.

We have grown Health Plan Membership, which we define as members enrolled in our health maintenance organization ("HMO") and preferred provider organization ("PPO") contracts (the "Alignment Health Plan"), from approximately 13,000 members at inception to 294,100 members as of June 30, 2026, representing a 30% compound annual growth rate. Our ultimate goal is to bring this differentiated, advocacy-driven healthcare experience to millions of senior consumers in the United States and to become the most trusted senior healthcare brand in the country.

For the 2026 plan year, Alignment offers plans in 45 markets across California (22 markets), North Carolina (16 markets), Nevada (2 markets), Arizona (3 markets) and Texas (2 markets). There are approximately 8.5 million Medicare-eligible seniors in our current markets.

Factors Affecting Our Performance

Our unique clinical model, led by employed clinical teams known as Care Anywhere, acts upon insights derived from our proprietary technology platform, AVA. This integration between our technology and employed care model is a key element of our business with capabilities that we expect to impact our future performance. AVA's data insights, combined with the clinical control of our care model, enable us to personalize and manage our member relationships, care quality, and to coordinate and manage risk with our provider partners. AVA's unified platform, analytical tools and data across the healthcare ecosystem enable us to produce consistent outcomes, unit economics and support new member growth. Additionally, our historical financial performance has been, and we expect our financial performance in the future will be, driven by our ability to:

- **Capitalize on Our Existing Market Growth Opportunity:** Our ability to attract and retain members to grow in our existing markets depends on our ability to offer a superior value proposition. We routinely take market share from large established players in highly competitive markets, a key source of our health plan membership growth in excess of the industry average. We believe that there are still significant opportunities for future growth even in some of our most mature markets where we have approximately 10-30% market share. As of June 30, 2026, we have approximately 294,100 Health Plan Members, which, according to CMS data, represent only 6% market share of Medicare Advantage enrollees in our markets.

- ***Drive Growth and Consistent Outcomes Through New Market Expansion:*** As part of our long-term growth strategy, we may enter new markets with the goal of building brand awareness across our key stakeholders to achieve meaningful market share over time. We intend to focus on markets with significant senior populations where we expect to be able to replicate our model most effectively. Our existing markets also feature a diverse array of membership profiles across ethnicities, income levels and acuity. Since 2020, we have expanded into 29 markets and four states.
- ***Provide Superior Service, Care and Consumer Satisfaction:*** We are highly focused on providing superior service and care to our members and on maintaining high levels of consumer satisfaction, which are key to our financial performance and growth. The CMS Five Star Quality Rating System provides economic incentives to Medicare Advantage plans that achieve higher Star ratings by (i) meeting certain care criteria (such as completing particular preventative screening procedures or ensuring proper follow-up care is provided for specific conditions or episodes) and (ii) receiving high member satisfaction ratings. These incentives impact financial performance in the year following the CMS Rating Year (for example, CMS’s announcement of the 2026 Ratings occurred in the second half of 2025 and will impact our financial performance in 2027). One hundred percent of our health plan members are enrolled in plans rated 4 stars and above, meaning our members consistently receive a high-quality care experience, as defined under CMS star measurement criteria. The California HMO plan has achieved a 4 star or greater rating for nine consecutive years.
- ***Effectively Manage the Quality of Care to Improve Member Outcomes:*** Our care delivery model is based on a clinical continuum through which we have created a highly personalized experience that is unique to each member depending on their personal health and circumstances. Utilizing data and predictive analytics generated by AVA, our clinical continuum separates seniors into four categories in order to provide optimized care for every stage of a senior’s life: healthy, healthy utilizer, pre-chronic and chronic. We partner with our broader network of community providers to service members in our non-chronic categories, and we have developed a Care Anywhere program implemented by our internal clinical teams to care for our higher risk and/or chronically ill members. By investing in our members’ care proactively, our model has consistently reduced unnecessary and costly care while improving the quality of our members’ lifestyle and healthcare experience. By delivering superior care and preventing avoidable utilization of the healthcare system, we are able to reduce our claims expenditures in some of our largest medical expense categories, which translates to superior medical benefits ratio (“MBR”) financial performance and ultimately the ability to offer richer products in the market.
- ***Achieve Superior Unit Economics:*** As our senior population ages, their healthcare needs become more frequent and complex. To combat the healthcare cost increases that typically result, we proactively look to (i) connect with our population early in their enrollment with Alignment to assess their care needs, (ii) develop care plans and engage those members with more chronic, complex health challenges in our clinical model, and (iii) continue to monitor and evaluate our healthier members in a preventative fashion over time. Given the Medicare Advantage payment mechanism and the retention of the vast majority of our members who continue to choose Alignment after their initial selection year, we are able to focus our efforts on driving favorable long-term health outcomes for our entire population. As a result, our clinical model efforts have demonstrated the ability to lower the MBRs of our returning members. We believe this is evidence of our ability to manage the financial risk of our members as they age, and that these favorable underlying unit economic trends translate directly to our ability to continue to deliver a richer product to the marketplace. With this dynamic in mind, our consolidated MBR may be impacted year-to-year based on our pace of new member growth and mix of members by cohort. However, we believe our ability to sustain MBR performance improvement over time positions us well to invest in new member growth to drive long-term financial performance.
- ***Invest in our Platform and Growth:*** We plan to continue to invest in our business in order to further develop our AVA platform, pursue new expansion opportunities and create innovative product offerings. In addition, in order to maintain a differentiated value proposition for our members, we continue to invest in innovative product offerings and supplemental benefits to meet the evolving needs of the senior consumer. We anticipate further investments in our business as we expand into new markets and pursue strategic acquisitions, which we expect will primarily be focused on healthcare delivery groups in key geographies, standalone and provider-sponsored Medicare Advantage plans and other complementary risk bearing assets.

- ***Navigate Seasonality to our Business:*** Our operational and financial results will experience some variability depending upon the time of year in which they are measured. We experience the largest portion of member growth during the first quarter, when plan enrollment selections made during the annual enrollment period ("AEP") from October 15th through December 7th of the prior year take effect. As a result, we expect to see a significant percentage of our member growth occur on January 1 of a given calendar year. As the year progresses, our per-member revenue often declines as new members join us, typically with less complete or accurate documentation (and therefore lower risk-adjustment scores), and senior mortality disproportionately impacts our higher-acuity (and therefore greater revenue) members. Medical costs will vary seasonally depending on a number of factors, but most significantly the seasons. Certain illnesses, such as the influenza virus, are far more prevalent during colder months of the year, which will result in an increase in medical expenses during these time periods. We therefore expect to see higher levels of per-member medical costs in the first and fourth quarters. The design of our prescription drug coverage (Medicare Part D) results in coverage that varies as a member's cumulative out-of-pocket costs pass through successive stages of a member's plan period, which begins annually on January 1 for renewals. In addition, we expect our corporate, general and administrative expenses to increase in absolute dollars for the foreseeable future to support our growth. Due to the timing of many of these investments, including our primary sales and marketing season, we typically incur a greater level of investment in the second half of the year relative to the first half of the year.

Executive Summary

The following table presents key financial statistics for the periods indicated:

(dollars in '000's, except percentages)	Three Months Ended June 30,			Six Months Ended June 30,		
	2026	2025	% Change	2026	2025	% Change
Health plan membership (at period end)	294,100	223,700	31.5 %	294,100	223,700	31.5 %
Medical benefits ratio	86.3 %	86.7 %	(0.4)%	87.2 %	87.5 %	(0.3)%
Revenues	\$ 1,335,633	\$ 1,015,288	31.6 %	\$ 2,570,830	\$ 1,942,220	32.4 %
Income from Operations	\$ 42,100	\$ 22,748	85.1 %	\$ 57,603	\$ 17,355	231.9 %
Net income	\$ 36,560	\$ 15,653	133.6 %	\$ 47,976	\$ 6,299	661.6 %
Adjusted EBITDA ⁽¹⁾	\$ 68,145	\$ 45,913	48.4 %	\$ 105,996	\$ 66,091	60.4 %
Adjusted gross profit ⁽¹⁾	\$ 182,853	\$ 135,175	35.3 %	\$ 328,767	\$ 242,392	35.6 %

- (1) See "Adjusted EBITDA" and "Adjusted Gross Profit" below for a reconciliation to the most directly comparable financial measure calculated in accordance with GAAP and related disclosures.

Health Plan Membership

We define Health Plan Membership as the number of members enrolled in our HMO and PPO contracts as of the end of a reporting period. We believe this is an important metric to assess growth of our underlying business, which is indicative of our ability to consistently offer a superior value proposition to seniors.

As of January 1, 2026, we no longer participate in the ACO Reach program.

Adjusted Gross Profit and Medical Benefits Ratio

Adjusted gross profit is a non-GAAP financial measure that we define as income (loss) from operations before depreciation and amortization, medical equity-based compensation expense, and selling, general, and administrative expenses. Adjusted gross profit is a key measure used by our management and Board to understand and evaluate our operating performance and trends before the impact of our consolidated selling, general and administrative expenses.

Adjusted gross profit should not be considered in isolation of, or as an alternative to, measures prepared in accordance with GAAP. There are a number of limitations related to the use of adjusted gross profit in lieu of income (loss) from operations, which is the most directly comparable financial measure calculated in accordance with GAAP.

Our use of the term adjusted gross profit may vary from the use of similar terms by other companies in our industry and accordingly may not be comparable to similarly titled measures used by other companies.

Adjusted gross profit is reconciled as follows:

(dollars in thousands)	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
Income from operations	\$ 42,100	\$ 22,748	\$ 57,603	\$ 17,355
Add back:				
Equity-based compensation (medical expenses)	1,893	1,594	3,304	2,746
Depreciation (medical expenses)	3	33	26	66
Depreciation and amortization ⁽¹⁾	7,854	7,003	15,693	14,597
Selling, general, and administrative expenses	131,003	103,797	252,141	207,628
Total add back	140,753	112,427	271,164	225,037
Adjusted gross profit	\$ 182,853	\$ 135,175	\$ 328,767	\$ 242,392

- (1) Amortization expense for the six months ended June 30, 2025 includes \$0.6 million in impairment expense related to the remeasurement of goodwill associated with one of our subsidiaries. There was no impairment expense for the three months ended June 30, 2025.

We calculate our MBR by dividing total medical expenses, excluding depreciation, and medical equity-based compensation, by total revenues in a given period. We believe our MBR is an indicator of our adjusted gross profit margin for our Medicare Advantage plans and demonstrates the ability of our clinical model to produce differentiated outcomes by identifying and providing targeted care to our high-risk members resulting in improved member health and reduced total population medical expenses. We expect that this metric may fluctuate over time due to a variety of factors, including our pace of new member growth given that new members typically join Alignment with higher MBRs, while our model has demonstrated an ability to improve MBR for a given cohort over time.

We determine, on an annual basis, whether we have satisfied the CMS minimum Medical Loss Ratio of 85%. As part of this process, adjustments are made to the MBR calculation to include certain additional expenses related to improving the quality of care provided, and to exclude certain taxes and fees, in each case as permitted or required by CMS and applicable regulatory requirements.

Adjusted EBITDA

Adjusted EBITDA is a non-GAAP financial measure that we define as net income (loss) before interest expense, income taxes, depreciation and amortization expense, certain litigation costs, gains or losses on sale of property and equipment, and equity-based compensation expense. Adjusted EBITDA is a key measure used by our management and our Board to understand and evaluate our operating performance and trends, to prepare and approve our annual budget and to develop short and long-term operating plans. In particular, we believe that the exclusion of the amounts eliminated in calculating Adjusted EBITDA provides useful measures for period-to-period comparisons of our business, as we do not consider the excluded items to be part of our ongoing results of operations. Given our intent to continue to invest in our platform and the scalability of our business in the short to medium-term, we believe Adjusted EBITDA over the long term will be an important indicator of value creation.

Adjusted EBITDA should not be considered in isolation of, or as an alternative to, measures prepared in accordance with GAAP. There are a number of limitations related to the use of Adjusted EBITDA in lieu of net income (loss), which is the most directly comparable financial measure calculated in accordance with GAAP.

Our use of the term Adjusted EBITDA may vary from the use of similar terms by other companies in our industry and accordingly may not be comparable to similarly titled measures used by other companies.

Adjusted EBITDA is reconciled as follows:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
<i>(dollars in thousands)</i>				
Net income	\$ 36,560	\$ 15,653	\$ 47,976	\$ 6,299
Less: Net loss attributable to noncontrolling interest	—	14	—	254
Adjustments:				
Interest expense	4,275	3,950	8,337	7,900
Depreciation and amortization ⁽¹⁾	7,857	7,036	15,719	14,663
Income taxes	1,266	3,224	1,291	3,245
Equity-based compensation ⁽²⁾	18,174	15,553	32,193	32,740
Litigation costs ⁽³⁾	14	555	481	1,062
Gain on sale of property and equipment	(1)	(72)	(1)	(72)
Adjusted EBITDA	\$ 68,145	\$ 45,913	\$ 105,996	\$ 66,091

(1) Amortization expense for the six months ended June 30, 2025 includes \$0.6 million in impairment expense related to the remeasurement of goodwill associated with one of our subsidiaries. There was no impairment expense for the three months ended June 30, 2025.

(2) Represents equity-based compensation related to grants made in the applicable year.

(3) Represents litigation costs considered outside of the ordinary course of business based on the following considerations which we assess regularly: (i) the frequency of similar cases that have been brought to date, or are expected to be brought within two years, (ii) complexity of the case, (iii) nature of the remedies sought, (iv) litigation posture of the Company, (v) counterparty involved, and (vi) the Company's overall litigation strategy.

Results of Operations

The following table sets forth our consolidated statements of operations data for the periods indicated:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
<i>(dollars in thousands)</i>				
Revenues:				
Earned premiums	\$ 1,326,625	\$ 1,006,203	\$ 2,553,191	\$ 1,924,246
Other	9,008	9,085	17,639	17,974
Total revenues	1,335,633	1,015,288	2,570,830	1,942,220
Expenses:				
Medical expenses	1,154,676	881,740	2,245,393	1,702,640
Selling, general, and administrative expenses	131,003	103,797	252,141	207,628
Depreciation and amortization	7,854	7,003	15,693	14,597
Total expenses	1,293,533	992,540	2,513,227	1,924,865
Income from operations	42,100	22,748	57,603	17,355
Other expenses:				
Interest expense	4,275	3,950	8,337	7,900
Other income, net	(1)	(79)	(1)	(89)
Total other expense	4,274	3,871	8,336	7,811
Income before income taxes	37,826	18,877	49,267	9,544
Provision for income taxes	1,266	3,224	1,291	3,245
Net income	\$ 36,560	\$ 15,653	\$ 47,976	\$ 6,299
Less: Net loss attributable to noncontrolling interest	—	14	—	254
Net income attributable to Alignment Healthcare, Inc.	\$ 36,560	\$ 15,667	\$ 47,976	\$ 6,553

The following table sets forth our consolidated statements of operations data expressed as a percentage of total revenues for the periods indicated:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2026	2025	2026	2025
<i>(% of revenue)</i>				
Revenues:				
Earned premiums	99.3 %	99.1 %	99.3 %	99.1 %
Other	0.7	0.9	0.7	0.9
Total revenues	100.0	100.0	100.0	100.0
Expenses:				
Medical expenses	86.5	86.8	87.3	87.7
Selling, general and administrative expenses	9.8	10.2	9.8	10.7
Depreciation and amortization	0.6	0.7	0.6	0.8
Total expenses	96.9	97.7	97.7	99.2
Income from operations	3.1	2.3	2.3	0.8
Other expenses:				
Interest expense	0.3	0.4	0.3	0.4
Other income, net	—	—	—	—
Total other expense	0.3	0.4	0.3	0.4
Income before income taxes	2.8	1.9	2.0	0.4
Provision for income taxes	0.1	0.3	0.1	0.2
Net income	2.7	1.6	1.9	0.2
Less: Net loss attributable to noncontrolling interest	—	—	—	—
Net income attributable to Alignment Healthcare, Inc.	2.7 %	1.6 %	1.9 %	0.2 %

Revenues

	Three Months Ended June 30,		Change	
	2026	2025	\$	%
<i>(dollars in thousands)</i>				
Revenues:				
Earned premiums	\$ 1,326,625	\$ 1,006,203	\$ 320,422	31.8 %
Other	9,008	9,085	(77)	(0.8)%
Total revenues	\$ 1,335,633	\$ 1,015,288	\$ 320,345	31.6 %
	Six Months Ended June 30,		Change	
	2026	2025	\$	%
<i>(dollars in thousands)</i>				
Revenues:				
Earned premiums	\$ 2,553,191	\$ 1,924,246	\$ 628,945	32.7 %
Other	17,639	17,974	(335)	(1.9)%
Total revenues	\$ 2,570,830	\$ 1,942,220	\$ 628,610	32.4 %

Earned Premiums. Earned premium revenues were \$1,326.6 million and \$1,006.2 million for the three months ended June 30, 2026 and 2025, respectively, an increase of \$320.4 million or 31.8%. Earned premium revenues were \$2,553.2 million and \$1,924.2 million for the six months ended June 30, 2026 and 2025, respectively, an increase of \$628.9 million or

32.7%. The increase was primarily driven by growth in our Health Plan membership, which increased 31.5% between June 30, 2025 and June 30, 2026.

Other Revenue. Other revenue decreased \$0.1 million for the three months ended June 30, 2026 compared to the three months ended June 30, 2025, a decrease of 0.8%. Other revenue decreased \$0.3 million for the six months ended June 30, 2026 compared to the six months ended June 30, 2025, a decrease of 1.9%. The decrease is mainly attributable to the Company no longer participating in the ACO Reach program and a decrease in revenue from services provided to third-party providers. This decrease was offset by an increase in our average interest earning cash balances and current investments. Cash and cash equivalents, and other current investments were \$701.7 million as of June 30, 2026 compared to \$503.7 million as of June 30, 2025.

Expenses

	Three Months Ended June 30,		Change	
	2026	2025	\$	%
<i>(dollars in thousands)</i>				
Expenses:				
Medical expenses	\$ 1,154,676	\$ 881,740	\$ 272,936	31.0 %
Selling, general and administrative expenses	131,003	103,797	27,206	26.2 %
Depreciation and amortization	7,854	7,003	851	12.2 %
Total expenses	<u>\$ 1,293,533</u>	<u>\$ 992,540</u>	<u>\$ 300,993</u>	<u>30.3 %</u>
	Six Months Ended June 30,		Change	
	2026	2025	\$	%
<i>(dollars in thousands)</i>				
Expenses:				
Medical expenses	\$ 2,245,393	\$ 1,702,640	\$ 542,753	31.9 %
Selling, general and administrative expenses	252,141	207,628	44,513	21.4 %
Depreciation and amortization	15,693	14,597	1,096	7.5 %
Total expenses	<u>\$ 2,513,227</u>	<u>\$ 1,924,865</u>	<u>\$ 588,362</u>	<u>30.6 %</u>

Medical Expenses Medical expenses were \$1,154.7 million and \$881.7 million for the three months ended June 30, 2026 and 2025, respectively, an increase of \$272.9 million, or 31.0%. Medical expenses were \$2,245.4 million and \$1,702.6 million for the six months ended June 30, 2026 and 2025, respectively, an increase of \$542.8 million, or 31.9%. The increase was driven primarily by the growth in Alignment's Health Plan membership, which increased 31.5% between June 30, 2025 and June 30, 2026. The increase was also due to higher benefits for members in certain plans and an increase in unit costs.

Selling, General and Administrative Expenses. Selling, general and administrative expenses were \$131.0 million and \$103.8 million for the three months ended June 30, 2026 and 2025, respectively, an increase of \$27.2 million, or 26.2%. Selling, general and administrative expenses were \$252.1 million and \$207.6 million for the six months ended June 30, 2026 and 2025, respectively, an increase of \$44.5 million, or 21.4%. The increase was primarily due to an increase in ongoing investments and expenditures in operations, technology, network development, and sales and marketing to drive the growth of Alignment's Health Plan membership. Selling, general, and administrative expenses as a percentage of revenue decreased from 10.2% to 9.8% for the three months ended June 30, 2026 compared to the three months ended June 30, 2025, and from 10.7% to 9.8% for the six months ended June 30, 2026 compared to the six months ended June 30, 2025. The decrease as a percentage of revenues is mainly attributable to economies of scale gained from Alignment's membership growth.

Depreciation and Amortization. Depreciation and amortization expense was \$7.9 million and \$7.0 million for the three months ended June 30, 2026 and 2025, respectively, an increase of \$0.9 million, or 12.2%. Depreciation and amortization expense was \$15.7 million and \$14.6 million for the six months ended June 30, 2026 and 2025, respectively, an increase of \$1.1 million, or 7.5%. The increase was primarily due to the amount and timing of our capital expenditures and the

associated depreciation relative to 2025. The six month increase was offset by a decrease in amortization expense. For the six months ended June 30, 2025, we recorded impairment expense of \$0.6 million related to the remeasurement of goodwill associated with one of our subsidiaries. The goodwill impairment was recorded to amortization expense.

Other Expenses

Interest expense. Interest expense was \$4.3 million and \$4.0 million for the three months ended June 30, 2026 and 2025, respectively, an increase of \$0.3 million or 7.5%. Interest expense was \$8.3 million and \$7.9 million for the six months ended June 30, 2026 and 2025, respectively, an increase of \$0.4 million or 5.1%. The increase in interest expense was mainly attributable to an increase in debt issuance cost amortization related to the Revolving Credit Facility that was entered into in February 2026.

Other income, net. Other income was \$0.0 million and \$0.1 million for the three months ended June 30, 2026 and 2025, respectively. Other income was \$0.0 million and \$0.1 million for the six months ended June 30, 2026 and 2025, respectively. The decrease was mainly attributable to gains on the sale of property and equipment during the three and six months ended June 30, 2025 that did not recur in 2026.

Liquidity and Capital Resources

General

To date, we have financed our operations principally through our IPO, private placements of our equity securities, revenues, and convertible notes (described below). As of June 30, 2026, we had \$701.7 million in cash, cash equivalents and short-term investments.

We operate as a holding company in a highly regulated industry. Alignment Healthcare, Inc., the parent company, is dependent upon dividends and administrative expense reimbursements from our subsidiaries, most of which are subject to regulatory restrictions. We maintain significant levels of aggregate excess statutory capital and surplus in our state-regulated operating subsidiaries. As of June 30, 2026, the operating parent company (an indirect wholly owned subsidiary of the parent company) had \$135.4 million in cash, cash equivalents and short-term investments.

We may incur operating losses in the future due to the investments we intend to continue to make in expanding our operations and sales and marketing, in further developing our technology and due to the general and administrative costs we expect to incur in connection with continuing to operate as a public company. As a result, we may require additional capital resources to execute strategic initiatives to grow our business.

We believe that our cash flows from operations and liquid assets will be sufficient to fund our operating and organic capital needs for at least the next 12 months. Our assessment of the period of time through which our financial resources will be adequate to support our operations is a forward-looking statement and involves risks and uncertainties. Our actual results could vary because of, and our future capital requirements will depend on, many factors, including our growth rate, the timing and extent of spending to expand our presence in existing markets, expand into new markets, increase our sales and marketing activities and develop our technology. Additionally, in the future we may enter into arrangements to acquire or invest in complementary businesses, services and technologies, including intellectual property rights, which may also substantially increase our capital needs.

We have based this estimate on assumptions that may prove to be wrong, and we could use our available capital resources sooner than we currently expect. We may be required to seek additional equity or debt financing. In the event that additional financing is required from outside sources, we may not be able to raise it on terms acceptable to us or at all. If we are unable to raise additional capital when desired, or if we cannot expand our operations or otherwise capitalize on our business opportunities because we lack sufficient capital, our business, results of operations, and financial condition would be adversely affected.

Certain states in which we operate as a CMS-licensed Medicare Advantage company may require us to meet certain capital adequacy performance standards and tests. The National Association of Insurance Commissioners has adopted rules which, if implemented by the states, set minimum capitalization requirements for insurance companies, HMOs, and other entities bearing risk for healthcare coverage. The requirements take the form of risk-based capital (“RBC”) rules, which may vary from state to state. Certain states in which our health plans or risk bearing entities operate have adopted the RBC rules. Other states in which our health plans or risk bearing entities operate have chosen not to adopt the RBC rules, but instead

have designed and implemented their own rules regarding capital adequacy, such as the tangible net equity ("TNE") requirements for our health plans in California. As of June 30, 2026, our health plans or risk-bearing entities were in compliance with the minimum capital requirements.

Convertible Senior Notes

On November 22, 2024 (the "Effective Date"), the Company completed the sale of \$330.0 million of its 4.25% Convertible Senior Notes (the "Notes"). The Notes were issued pursuant to an indenture (the "Indenture"), dated as of November 22, 2024, between the Company and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). The Notes are senior, unsecured obligations of the Company, and interest will be payable semi-annually in arrears at a rate of 4.25% per annum beginning on May 15, 2025. The Notes will mature on November 15, 2029, unless earlier repurchased, redeemed or converted in accordance with their terms. The net cash proceeds from the sale of the Notes was approximately \$321.1 million, after subtracting fees, discounts and estimated expenses in connection with the transaction.

Prior to the close of business on the business day immediately preceding August 15, 2029, the Notes will be convertible at the option of holders during certain periods, upon satisfaction of certain conditions. On or after August 15, 2029, the Notes will be convertible at any time until the close of business on the second scheduled trading day immediately preceding the maturity date. Upon conversion, the Notes may be settled in shares of Company common stock, cash or a combination of cash and shares of Company common stock, at the Company's election.

The Notes have an initial conversion rate of approximately 62.4 shares of Company common stock per \$1 principal amount of the Notes. The conversion rate will be subject to adjustment in certain events, including adjustment in the event of certain significant corporate transactions. This represents an initial conversion price of approximately \$16.04 per share. The initial conversion price of the Notes represents a premium of approximately 25% to the closing price of the Company's common stock on November 14, 2024. The Company has used the proceeds from the sale of the Notes to repay in full the \$215.0 million aggregate principal amount, accrued interest and fees related to the Company's previous term loans with a separate financing company, as well as certain fees and expenses incurred in connection with the transaction.

The Indenture contains customary terms and covenants, including that upon certain events of default occurring and continuing, either the Trustee or the holders of at least 25% in principal amount of the outstanding notes may declare 100% of the principal of, and accrued and unpaid special interest, if any, on, all the notes to be due and payable.

The Company has recognized the Notes in their entirety as a liability on the condensed consolidated balance sheet and no portion of the proceeds from the issuance of the convertible debt instrument was accounted for separately as an embedded conversion feature within stockholders' equity.

Revolving Credit Facility

On February 26, 2026 (the "Effective Date"), the Company, Alignment Healthcare USA, LLC, an indirect wholly owned subsidiary of the Company (the "Borrower") and certain other subsidiaries of the Company (together with the Company and the Borrower, the "Borrower Parties") entered into a Credit Agreement with Citibank, N.A., as administrative agent, and the lenders party thereto (the "Credit Agreement"). The Credit Agreement matures on February 26, 2029, and provides for a \$200.0 million senior secured revolving credit facility (the "Credit Facility"), with sublimits of up to \$20.0 million for the issuance of letters of credit and \$5.0 million for swingline loans. Subject to meeting certain customary conditions, the Borrower may increase the commitments under the Credit Facility or establish one or more new term loan facilities by up to an amount equal to the greater of \$50.0 million or 100% of the Borrower Parties' Consolidated EBITDA (as defined in the Credit Agreement) for the most recently completed four fiscal quarters of the Borrower Parties for which financial statements have been delivered.

Borrowings under the Credit Facility may be used for permitted acquisitions, working capital, the payment of fees, costs and expenses incurred in connection with the Credit Agreement and other general corporate purposes. The Borrower did not borrow any amounts under the Credit Facility as of June 30, 2026.

Loans under the Credit Facility will bear interest at a floating rate, which can be either, at the Borrower's option, (a) Term SOFR (as defined in the Credit Agreement) plus an applicable margin that ranges from 2.00% to 2.5% per annum with respect to Term SOFR loans or (b) a Base Rate (as defined in the Credit Agreement) plus an applicable margin that ranges from 1.0% to 1.5% per annum with respect to Base Rate loans, based on the consolidated senior secured leverage ratio for the Borrower Parties and their affiliates, as calculated in accordance with the Credit Agreement. The Borrower is also required to pay certain fees in connection with the Credit Agreement, including commitment fees on a quarterly basis in respect of the unutilized portion of the commitments under the Credit Agreement and certain fees to each of the lenders.

upon the effectiveness of the Credit Agreement. The Borrower may voluntarily repay outstanding borrowings under the Credit Facility at any time, without premium or penalty.

The Credit Agreement includes financial covenants that require us to maintain, as of the last day of each fiscal quarter (commencing with the fiscal quarter ending June 30, 2026), (i) a ratio of senior secured indebtedness that is not subordinated in right of payment to the obligations under the Credit Agreement to Consolidated EBITDA (as defined in the Credit Agreement) for the period of four consecutive fiscal quarters ended on such date, of not more than 2.5 to 1.0 and (ii) Consolidated EBITDA for the period of four consecutive fiscal quarters ended on such date, of amounts specified in the Credit Agreement starting from \$60.0 million as of June 30, 2026, increasing to \$70.0 million as of June 30, 2027, and \$80.0 million as of June 30, 2028 and each fiscal quarter thereafter.

The Borrower's obligations under the Credit Agreement are guaranteed by the Company and certain subsidiaries of the Company and secured by substantially all of the assets of the Borrower, the Company and such subsidiaries of the Company, subject to customary exceptions. None of the Company's health plan subsidiaries or other regulated entities are guarantors under the Credit Agreement and the equity in such subsidiaries was not pledged. The Credit Agreement contains customary representations and warranties, as well as affirmative and negative covenants. Negative covenants include, among others, customary covenants that restrict the ability of the Company and its subsidiaries, without the approval of requisite lenders, to engage in certain fundamental transactions, incur debt and liens, enter into transactions with affiliates and make certain restricted payments and restricted investments, in each case, as set forth in the Credit Agreement and subject to certain thresholds and exceptions. The Credit Agreement also contains other customary covenants and events of default for secured credit facilities of this type. Upon an event of default that is not cured or waived within any applicable cure periods, in addition to other remedies that may be available to the lenders, the obligations under the Credit Agreement may be accelerated.

Cash Flows

The following table presents a summary of our consolidated cash flows from operating, investing and financing activities for the periods indicated:

<i>(dollars in thousands)</i>	Six Months Ended June 30,	
	2026	2025
Net cash provided by operating activities	\$ 111,368	\$ 45,746
Net cash provided by (used in) investing activities	2,996	(10,126)
Net cash provided by financing activities	3,288	1,797
Net change in cash	117,652	37,417
Cash, cash equivalents and restricted cash at beginning of period	577,937	434,942
Cash, cash equivalents and restricted cash at end of period	\$ 695,589	\$ 472,359

Operating Activities

For the six months ended June 30, 2026, net cash provided by operating activities was \$111.4 million, an increase of \$65.6 million compared to net cash provided by operating activities of \$45.7 million for the six months ended June 30, 2025. The increase is mainly attributable to an increase in membership and net income and the timing of accounts receivable settlements. This increase was partially offset by the timing of our medical expense payments and an increase in accrued compensation and prepaid expenses and other current assets.

Investing Activities

For the six months ended June 30, 2026, net cash provided by investing activities was \$3.0 million, an increase of \$13.1 million compared to net cash used in investing activities of \$10.1 million for the six months ended June 30, 2025. The increase primarily relates to a decrease in investment purchases during the six months ended June 30, 2026. This increase was partially offset by a decrease in investment maturities.

Financing Activities

For the six months ended June 30, 2026, net cash provided by financing activities was \$3.3 million, an increase of \$1.5 million, compared to net cash provided by financing activities of \$1.8 million for the six months ended June 30, 2025. The

increase is primarily attributable to an increase in proceeds from stock option exercises for the six months ended June 30, 2026 compared to the six months ended June 30, 2025. This increase was offset by an increase in debt issuance costs related to the revolving credit facility.

Material cash requirements from known contractual and other obligations

There have been no material changes to our contractual obligations disclosed in our Annual Report.

Off-Balance Sheet Arrangements

As of June 30, 2026, the Company had \$200.0 million of borrowing capacity under the Revolving Credit Facility, see "*Liquidity and Capital Resources - Revolving Credit Facility*" for further information.

Critical Accounting Estimates

The discussion and analysis of our financial condition and results of operations are based upon our condensed consolidated financial statements, which have been prepared in accordance with U.S. generally accepted accounting principles and include the accounts of our wholly-owned subsidiaries and three variable interest entities ("VIEs") in California and North Carolina that meet the consolidation requirements for accounting purposes. All intercompany transactions have been eliminated in consolidation.

There have been no significant changes in our critical accounting estimate policies or methodologies to our condensed consolidated financial statements. For a description of our policies regarding our critical accounting policies, see "*Management's Discussion and Analysis of Financial Condition and Results of Operations—Critical Accounting Estimates*" in the Annual Report.

Recent Accounting Pronouncements

See Note 2 to our condensed consolidated financial statements, "*Summary of Significant Accounting Policies—Recent Accounting Pronouncements Adopted*" for more information.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

Market risk represents the risk of loss that may impact our financial position due to adverse changes in financial market prices and rates. Our market risk exposure is primarily a result of exposure due to potential changes in interest rates and inflation.

Interest Rate Risk

As of June 30, 2026, we had \$16.2 million of U.S. Treasury bills which were classified as held to maturity and had maturities less than twelve months. Due to the short-term duration of our investment portfolio and the low risk profile of our investments, we believe that our exposure to interest rate risk on these investments is not significant. We do not enter into investments for trading purposes.

In February 2026, we entered into a senior secured revolving credit facility of up to \$200.0 million. This agreement exposes us to risks associated with market changes in interest rates through our revolving credit facility agreement, and variability in interest payments due to changes in SOFR interest rates. We manage our exposure to this market risk by monitoring available financial alternatives.

In November 2024, we completed the sale of \$330.0 million of 4.25% Convertible Senior Notes. Since the notes have a fixed annual interest rate, we have no financial or economic interest exposure associated with changes in interest rates. However, the fair value of fixed rate debt fluctuates when interest rates change. Additionally, the fair value of the Convertible Senior Notes can be impacted when the market price of our common stock fluctuates.

Inflation Risk

Based on our analysis of the periods presented, although we have experienced modest increases in unit costs and labor expenses, we believe that inflation has not had a material effect on our operating results. Nonetheless, if our costs were to become subject to significant inflationary pressures, we may not be able to fully offset such higher costs through price increases. There can be no assurance that future inflation will not have an adverse impact on our operating results and financial condition.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures:

Under the supervision and with the participation of our management, including the Chief Executive Officer and Chief Financial Officer, we have evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), as of the end of the period covered by this report. Based on that evaluation, the Chief Executive Officer and Chief Financial Officer have concluded that these disclosure controls and procedures were effective as of June 30, 2026.

Changes to our Internal Controls over Financial Reporting:

There were no material changes in our internal control over financial reporting during the three months ended June 30, 2026 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II—OTHER INFORMATION

Item 1. Legal Proceedings.

See Note 12, Commitments and Contingencies – Legal Proceedings, to Alignment Healthcare, Inc.'s Condensed Consolidated Financial Statements in Part I, Item 1 of this Quarterly Report.

Item 1A. Risk Factors.

There have been no material changes to the risk factors disclosed in the Annual Report.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

Unregistered Sales of Equity Securities

None.

Purchases of Equity Securities by the Issuer and Affiliated Purchasers

None.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

Not applicable.

Item 5. Other Information.

Rule 10b5-1 Plans

During the fiscal quarter ended June 30, 2026, our executive officers and directors adopted or terminated, as applicable, the following trading arrangements that are intended to satisfy the affirmative defense of Rule 10b5-1(c):

Name & Title	Date of Adoption	Date of Termination	Duration of Trading Arrangement	Maximum Number of Securities to be Sold ⁽¹⁾
John Kao, Chairman and Chief Executive Officer ⁽²⁾	5/27/2026	N/A	9/10/2026 – 2/26/2027	800,000

(1) Securities reported in this column include securities subject to limit orders and such orders may not fill if limit order conditions are not met. The actual number of shares sold under the plan will depend on the vesting of certain performance-based equity awards and the number of shares withheld or sold satisfy our income tax withholding obligations and may vary from the number provided herein. The number of performance share units included in plans assumes awards are earned at target.

(2) Represents securities held by JEK Trust, dated February 8, 2021, of which Mr. Kao is the trustee.

Item 6. Exhibits.

Exhibit Number	Description
3.1	<u>Amended and Restated Certificate of Incorporation of Alignment Healthcare, Inc. (incorporated by reference to Exhibit 3.1 to the Company's Form 8-K filed on March 30, 2021).</u>
3.2	<u>Certificate of Amendment to Amended and Restated Certificate of Incorporation of Alignment Healthcare, Inc. (incorporated by reference to Exhibit 3.1 to the Company's Form 8-K filed on June 13, 2024).</u>
3.3	<u>Amended and Restated Bylaws of Alignment Healthcare, Inc. (incorporated by reference to Exhibit 3.2 to the Company's Form 10-K filed on February 27, 2024).</u>
4.1	<u>Registration Rights Agreement, dated as of March 30, 2021, among Alignment Healthcare, Inc. and the other signatories party thereto (incorporated by reference to Exhibit 4.1 to the Company's Form 8-K filed on March 30, 2021).</u>
10.1*+	<u>Employment Agreement, dated as of June 1, 2026, between Alignment Healthcare USA, LLC and Shane Hochradel.</u>
10.2*+	<u>Employment Agreement, dated as of May 18, 2026, between Alignment Healthcare USA, LLC and Mark Kent.</u>
10.3*+	<u>Employment Agreement, dated as of May 12, 2026, between Alignment Healthcare USA, LLC and Joseph S. Konowiecki.</u>
10.4*+	<u>Amendment to Employment Agreement, dated as of May 7, 2026, between Alignment Healthcare USA, LLC and Christopher J. Joyce.</u>
31.1*	<u>Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>
31.2*	<u>Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>
32.1**	<u>Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
32.2**	<u>Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
101.INS*	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL document.
101.SCH*	Inline XBRL Taxonomy Extension Schema Document
101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document
101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document
101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document
104*	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Filed herewith.

** Furnished herewith

+ Indicates management contract or compensatory plan.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

Alignment Healthcare, Inc.

Date: July 30, 2026

By: /s/ John Kao
John Kao
Chief Executive Officer

Date: July 30, 2026

By: /s/ James M. Head
James M. Head
Chief Financial Officer

**EMPLOYMENT AGREEMENT BETWEEN
ALIGNMENT HEALTHCARE USA, LLC AND
SHANE HOCHRADEL
June 1, 2026**

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into effective as of June 1, 2026 (the "Effective Date"), by and between Alignment Healthcare USA, LLC, a California corporation (the "Employer"), and Shane Hochradel (the "Employee").

WHEREAS, the Employer desires to employ the Employee, and the Employee desires to accept such employment, on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. Definitions. Generally, defined terms used in this Agreement are defined in the first instance in which they appear herein. In addition, the following terms and phrases have the following meanings:

"Affiliate" means, when used with reference to a specified Person, (a) any Person who directly or indirectly controls, is controlled by or is under common control with the specified Person, (b) any Person who is an officer, director, partner, member, manager or trustee of, or serves in a similar capacity with respect to, the specified Person, or for which the specified Person is an officer, director, partner, member or manager or trustee or serves in a similar capacity, (c) any Person who, directly or indirectly, is the beneficial owner of 10% or more of any class of equity securities of the specified Person, or of which the specified Person, directly or indirectly, is the owner of 10% or more of any class of equity securities and (d) any member of such specified Person's immediate family.

"Board" means the board of directors of Alignment Healthcare, Inc. or any other Person the Board has appointed or delegated authority.

"Cause" means the Employee's:

(i) failure to devote substantially all Employee's working time to the business of the Employer and its Affiliates;

(ii) failure to abide by the code of conduct or other policies (including, without limitation, policies relating to confidentiality and reasonable workplace conduct) of the Employer;

(iii) violation or breach of the provisions, representations or covenants of Sections 10, 11, 15 or 16(a);

(iv) theft, dishonesty, willful or gross misconduct, breach of fiduciary duty, falsification of any Employer documents or records, or misrepresentation(s) to the Employer;

(v) Employee's unauthorized use, misappropriation, destruction or diversion of any tangible or intangible asset or corporate opportunity of the Employer or its Affiliates (including, without limitation, Employee's improper use or disclosure of the Employer's or any Affiliates' confidential or proprietary information);

(vi) any act by Employee which has a material detrimental effect on the Employer's reputation or business;

(vii) Employee's failure or inability (other than due to Employee's Disability) to perform any reasonable and lawful assigned duties consistent with Employee's position ;

(viii) material breach by Employee of this Agreement or its exhibits or any other agreement between Employee and the Employer;

(ix) commission of any act of fraud, theft or financial dishonesty, or any felony or criminal act involving moral turpitude;

(x) engaging in any discriminatory or sexually harassing behavior ; or

(xi) unlawful use (including being under the influence) of alcohol or drugs or possession of illegal drugs while on the premises of the Employer or any of its Affiliates or while performing duties and responsibilities to the Employer and its Affiliates.

Solely to the extent that the Board determines in its sole discretion that the Cause conduct is curable, Employee shall have five (5) business days after receipt of written notice (in accordance with Section 26 hereof and stating in reasonable detail the facts or circumstances giving rise to Cause) that the Employer believes it has grounds to terminate Employee's employment for Cause to entirely cure the Cause conduct under subsections (i) through (viii) above and its consequences to the satisfaction of the Board and thereby avoid termination of Employee's employment for Cause if so determined by the Board in its sole discretion.

During any time period when the Employer believes that (or is in the process of investigating whether) Employee may have committed an act of Cause (or has committed an act which could result in constituting Cause under any of the above subsections), the Employer may in its discretion place Employee on a leave of absence and/or preclude Employee from utilizing Employer or Affiliate resources or having access to Employer premises. If after Employee's termination of employment for any reason other than Cause, the Employer discovers that Employee's employment could have been terminated for Cause, then the Employer may in its discretion recharacterize such termination as a termination for Cause .Employer will give written notice of such recharacterization in accordance with Section 26 hereof.

"Confidential Information" means all proprietary and other information relating to the business and operations of the Employer and its Affiliates, which has not been specifically designated for release to the public by an authorized representative of the Employer or one of its Affiliates, including, but not limited to the following: (i) information, observations, procedures and data concerning the business or affairs of the Employer or any of its Affiliates; (ii) products or services; (iii) costs and pricing structures; (iv) analyses; (v) drawings, photographs and reports; (vi) computer software, including operating systems, applications and program listings; (vii) flow charts, manuals and documentation; (viii) data bases; (ix) accounting and business methods; (x) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice; (xi) customers, vendors, suppliers and customer, vendor and

supplier lists; (xii) business goals, plans, techniques and strategies; (xiii) other copyrightable works; (xiv) all production methods, processes, technology and trade secrets;

and (xv) all similar and related information in whatever form. Confidential Information also includes any information that the Employer or any of its Affiliates have received, or may receive hereafter, belonging to customers or other third parties with any understanding, express or implied, that the information would not be disclosed. Confidential Information will not include any information that has been published in a form generally available to the public prior to the date the Employee proposes to disclose or use such information (through no wrongful act of the Employee). Confidential Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

“Disability” means the Employee’s inability, due to physical or mental illness or disability, to perform the essential functions of Employee’s employment with the Employer, even with reasonable accommodation that does not impose an undue hardship on the Employer, for more than 60 consecutive days, or for any 90 days within any one year period, unless a longer period is required by federal or state law, in which case such longer period will be applicable. The Employer reserves the right, in good faith, to make the determination of Disability under this Agreement based on information supplied by the Employee and/or Employee’s medical personnel, as well as information from medical personnel selected by the Employer or its insurers.

“Employer” has the meaning set forth in the preamble; provided that, for purposes of Sections 8 through 15, “Employer” includes Alignment Healthcare, Inc. and all of its Subsidiaries and Affiliates.

“Good Reason” shall exist if, without Employee’s written or oral consent, Employer materially breaches a financial obligation of this Agreement; *provided, however*, that Good Reason shall not exist so long as Employee maintains an equivalent salary or title possessed at Employer or any affiliate immediately before any claim of Good Reason, or a higher salary or title at Employer or any affiliate; and provided further that, Good Reason shall not exist if Cause exists. Employee may terminate employment hereunder for Good Reason within sixty (60) days following the occurrence of any condition constituting Good Reason, provided however that Employee has first provided written notice to Employer specifying in reasonable detail and satisfactory to Employer the condition giving rise to Good Reason, Employee has provided Employer with a period of sixty (60) days to remedy the condition (and the notice so specifies), and Employer has failed to remedy the condition within this sixty (60) day period.

“Person” shall be construed broadly and shall include, without limitation, an individual, a partnership, an investment fund, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

“Subsidiary” or “Subsidiaries” of any Person means any corporation, partnership, joint venture or other legal entity of which such Person (either alone or through or together with any other Person), owns, directly or indirectly, 50% or more of the stock or other equity interests which are generally entitled to vote for the election of the board of directors or other governing body of such corporation or other legal entity.

“Termination Date” means the effective date of the termination of the Employee’s employment hereunder, which (i) in the case of termination due to resignation by the Employee without Good Reason, shall mean the date that is 90 days following the date of the Employee’s written notice to the Employer of Employee’s resignation, or in the case of resignation by the Employee with Good Reason, shall mean the date on which the sixty (60)-day period for Employer to remedy the applicable condition giving rise to Good Reason has lapsed, provided, however, that in each case the Employer may accelerate the Termination Date; ii) in the case of termination by reason of the Employee’s death, shall mean the date of death; (iii) in the case of termination by reason of Disability, shall mean the date specified in the notice of such termination delivered to the Employee by the Employer; (iv) in the case of a termination by the Employer for Cause or without Cause, shall mean the date specified in the written notice of such termination delivered to the Employee by the Employer, except to the extent set forth in this Agreement; (iv) in the case of termination by mutual agreement, shall mean the date mutually agreed to by the parties hereto; or (v) in the case of termination due to either party’s delivery to the other party of a Notice of Nonrenewal pursuant to Section 2, shall mean the next scheduled Renewal Date to which the Notice of Nonrenewal relates.

2. Employment. The Employer shall employ the Employee, and the Employee accepts employment with the Employer, upon the terms and conditions set forth in this Agreement. The initial term of this Agreement (the “Initial Term”) shall commence on the Effective Date and end on the first annual anniversary of the Effective Date; *provided, however*, that on the first annual anniversary of the Effective Date and each annual anniversary thereafter (each, a “Renewal Date”), the term of this Agreement shall be extended by one additional year (each, an “Extension Term”, and collectively with the Initial Term, the “Employment Period”) unless either party gives written notice to the other within 90 days in advance of the next scheduled Renewal Date that it does not wish to extend the Employment Period (such notice, a “Notice of Nonrenewal”); and *provided, further*, that the Employment Period may be sooner terminated as provided herein.

Position and Duties. During the Employment Period, the Employee shall be employed by Employer on a full-time basis with the title determined exclusively by the Employer, initially as Chief Operations Officer, reporting to the Chief Executive Officer of Employer, or his or her designee as determined in the sole and absolute discretion of the Chief Executive Officer of Employer. Subject to the power and discretion of the Chief Executive Officer of Employer or the Board to modify such duties, position, title, reporting structure, and/or situs of employment, Employee shall have the usual and customary duties, responsibilities, and authority of such position as reasonably may be assigned to Employee by Employer from time to time and perform such other duties and responsibilities on behalf of Employer as reasonably may be directed by the Employer, including, if elected or appointed thereto, serving as an officer and/or member of the board or any Subsidiary or Affiliate of the Employer as reasonably requested by the Employer and its Affiliates, in each case, without additional compensation hereunder. The Employee hereby accepts such employment and positions and agrees to diligently and conscientiously devote Employee’s full and exclusive business time, attention, and best efforts in discharging and fulfilling Employee’s duties and responsibilities hereunder. The Employee shall comply with the Employer’s policies and procedures and the direction and instruction of the Board and the Employee shall not engage in any

business activity which, in the reasonable judgment of the Board, conflicts with the duties of the Employee hereunder, whether or not such activity is pursued for gain, profit or other pecuniary advantage.

3. Compensation.

(a) Salary. During the Employment Period, the Employer shall pay the Employee base salary at the rate of \$650,000 per annum (as may be increased from time to time at the discretion of the Employer, the "Base Salary"), less applicable deductions and withholdings.

(b) Performance Bonus. In addition to the Base Salary, during the Employment Period, the Employee shall be eligible to receive a cash bonus (the "Bonus") with respect to each calendar year. The amount of the Bonus, if any, payable in respect of any calendar year will be determined based on the achievement of the Employer's performance metrics, achievement of performance goals established for the Employee, or a combination of the foregoing. The target Bonus amount (the "Target Bonus Percentage") and the maximum Bonus amount (the "Maximum Bonus Percentage") in respect of each calendar year will equal 85% and 170%, respectively, of the Base Salary payable to the Employee for such year. The Bonus in respect to any calendar year shall be prorated for partial years. A Bonus will not be paid for the calendar year in which the Employee initiates employment with the Employer if the Employee's start date occurs on or after October 1. Employee understands that the Bonus is payable under the terms of the Employer's annual incentive plan, the terms of which are subject to approval annually by the Board. Among other things, the Board may determine that a portion of the Bonus shall be withheld and not paid on the initial Bonus payment date and that all or some portion of such withheld amount shall be paid out on a later date, subject to the achievement of certain corporate, departmental or individual performance goals. As a condition to receiving the Bonus, the Employee must be an employee of Employer in good standing as of the applicable Bonus payment date.

(c) Initial Equity Grant. The Employee will also be eligible to receive on the Grant Date (defined below) (i) a number of restricted stock units of Alignment Healthcare, Inc. ("Parent") equal to One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) divided by the closing per share price of Parent's common stock on the Nasdaq Stock Market on the Grant Date (the "RSU Grant") and (ii) a number of performance share units ("PSUs") of Parent equal to One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) divided by the closing per share price of Parent's common stock on the Nasdaq Stock Market on the Grant Date (the "PSU Grant"). The "Grant Date" for the foregoing awards will be the first Wednesday of the calendar month following the Employee's start date (or on the next trading day thereafter if Parent's stock does not trade on the Nasdaq Stock Market on such date). The RSU Grant will vest in approximately equal installments of thirty-three and one third percent ($33\frac{1}{3}\%$) on each of March 13, 2027, 2028 and 2029. The PSU Grant will have the same performance metrics as the performance awards granted to other senior executives in March 2026 (which metrics are summarized on Schedule 1 attached hereto but will be more specifically set out in a form of award agreement to be provided by the Company); provided, however, that notwithstanding the date of certification of achievement of the performance metrics by the Board, the vesting date for the PSU Grant will be March 13, 2029. The foregoing equity awards shall be subject to approval by the Board (or a committee thereof) and shall be further subject to the terms of the Equity Plan and the terms of the applicable award agreement.

Annual Equity Grant. The Employee shall be eligible to receive an annual equity grant (the “Annual Equity Grant”) with an initial target value of Two Million Five Hundred Thousand Dollars (\$2,500,000), subject to review and approval by the Board or a committee

thereof, at the same time or times as other senior management; The specific form, terms, and conditions of the Annual Equity Grant, including but not limited to the type of equity (e.g., stock options, restricted stock units, performance share units or other equity instruments), the vesting schedule, and any performance criteria, shall be consistent with annual equity grants awarded to other members of senior management and as determined at the sole discretion of the Board and shall be granted in accordance with the Equity Plan and any other policies or guidelines established by the Board. The target value of the Annual Equity Grant shall be reviewed annually by the Board and may be adjusted, at the Board's discretion, based on the Employee's performance, the Company's performance, and other factors deemed relevant by the Board. The Employee acknowledges and agrees that the target value of the Annual Equity Grant does not constitute a guarantee of any specific grant amount or value, and that the final determination of the Annual Equity Grant shall be subject to the Board's approval.

(d) Employee Benefits. During the Employment Period, the Employee and his eligible dependents and beneficiaries will be eligible to participate in the Employer's retirement, health and welfare benefits plans, which shall be subject to the Employer's policies and practices and the terms of the applicable benefit plans and arrangements as in effect from time to time. The Employee shall accrue paid time off at the rate of five (5) weeks per twelve (12) months of employment.

(e) Reimbursements. The Employer shall reimburse the Employee for all reasonable and necessary business-related expenses incurred by Employee in the course of performing Employee's duties under this Agreement which are consistent with the Employer's policies in effect from time to time with respect to travel, entertainment and other business expenses, subject to the Employer's requirements with respect to reporting and documentation of such expenses.

(f) Deductions and Withholding. The Employer shall deduct from any payments to be made by it to or on behalf of the Employee under this Agreement any amounts required to be withheld in respect of any federal, state or local income or other taxes.

(g) Annual Review of Base Salary and Bonus Percentages. The Board (or the Compensation Committee of the Board) shall undertake a review of rate of Base Salary and the Target Bonus Percentage and Maximum Bonus Percentage (the "Bonus Percentages") not less frequently than annually during the Employment Period and may increase, but not decrease, the rate of Base Salary and the Bonus Percentages from those then in effect.

4. Termination of Employment. The Employee's employment under this Agreement shall be terminated upon the earliest to occur of the following events:

Termination for Cause. The Employer may in its sole discretion terminate this Agreement and the Employee's employment hereunder for Cause at any time and with or without advance notice to the Employee. Written notice (in accordance with Section 26 hereof) shall be provided to Employee within 30 calendar days after the Termination Date, and shall state in reasonable detail the facts or circumstances giving rise to Cause.

(a) Termination without Cause. The Employer may terminate this Agreement and the Employee's employment hereunder without Cause at any time, with or without notice, for any reason or no reason (and no reason need be given).

(b) Mutual Agreement. This Agreement and the Employee's employment hereunder may be terminated by the mutual written agreement of the Employer and the Employee.

(c) Termination by Death or Disability. This Agreement and the Employee's employment hereunder shall automatically terminate upon the Employee's death or Disability.

(d) Resignation. The Employee may terminate this Agreement and Employee's employment hereunder without Good Reason upon 90 days advance written notice to the Employer. In addition, the Employee may terminate this Agreement and Employee's employment hereunder with Good Reason as set forth in this Agreement.

(e) Nonrenewal. If either party delivers to the other a Notice of Nonrenewal, the Agreement and the Employee's employment hereunder shall automatically terminate as of the next scheduled Renewal Date to which the Notice of Nonrenewal relates.

5. Compensation upon Termination.

(a) General. In the event of the Employee's termination of employment for any reason, the Employee or Employee's estate or beneficiaries shall have the right to receive the following:

(i) the unpaid portion of the Base Salary and paid time off accrued, but unused, and payable through the Termination Date;

(ii) reimbursement for any expenses for which the Employee shall not have been previously reimbursed, as provided in Section 4(f); and

(iii) continuation of health insurance coverage rights, if any, as required under applicable law.

(b) Termination for Cause; Resignation without Good Reason; Mutual Agreement; Nonrenewal by the Employee; Death or Disability.

(i) In the event of the Employee's termination of employment by reason of (A) a termination by the Employer for Cause, (B) resignation by the Employee without Good Reason or (C) mutual agreement, the Employer shall have no current or further obligations (including Base Salary) to the Employee under this Agreement other than as set forth in Section 6(a).

In the event of the Employee's termination of employment by reason of (A) the Employee's death, (B) the Employee's Disability or (C) delivery by the Employee of a Notice of Nonrenewal, the Employer shall have no current or further obligations (including Base Salary) to the

Employee under this Agreement other than as set forth in Section 6(a) and payment of any Bonus for any calendar year preceding the calendar year in which termination occurs which

has not yet been paid, payable at the time bonuses for such calendar year are otherwise payable to senior executives of the Employer ("Prior Year Bonus").

(c) Termination without Cause, Resignation with Good Reason or Nonrenewal by the Employer. In the event of the Employee's termination of employment hereunder at any time on or after the date that is ninety (90) days after the Effective Date, by reason of (i) a termination by the Employer without Cause, (ii) resignation by the Employee with Good Reason or (iii) delivery by the Employer of a Notice of Nonrenewal, the Employer shall pay or provide to the Employee the payments and benefits set forth in Section 6(a) and payment of any Prior Year Bonus. In addition, in the event of any such termination on or after the date that is ninety (90) days after the Effective Date, subject to the Employee's execution and non-revocation of a customary general waiver and release of claims in such form as provided by the Employer (a "Release") in accordance with Section 6(d) and the Employee's continued full performance of obligations under Sections 10 and 11, and in lieu of any severance benefits that may be payable to the Employee under a separate severance agreement or an executive severance plan as a result of such termination, the Employer shall pay or provide to the Employee the following (the "Severance Benefits"):

(i) severance pay in an aggregate amount equal to one (1.0) times the sum of (1) Base Salary, plus (2) the Target Bonus Percentage, paid in substantially equal installments over the twelve (12)-month period following the Termination Date in accordance with the Employer's normal payroll practices;

(ii) a pro rata amount of the Bonus, if any, which would have been payable to the Employee for the calendar year in which the Termination Date occurs, determined after the end of the calendar year in which such Termination Date occurs and equal to the amount which would have been payable to the Employee if Employee's employment had not been terminated during such calendar year multiplied by the fraction, the numerator of which is the number of whole months the Employee was employed by the Employer during such calendar year and the denominator of which is 12; it being understood that any pro rata bonus payable under this clause (ii) shall be paid in a lump sum at the time bonuses for such calendar year are otherwise payable to senior executives of the Employer; and

(iii) if the Employee elects COBRA benefits, the Employer shall pay or reimburse the Employee's share of the premium for such COBRA benefits until the earlier of (A) the first annual anniversary of the Termination Date; or (B) the date that the Employee is eligible to receive health benefits through new employment; it being understood that (x) the Employee is required to notify the Employer immediately if Employee begins new employment during such period and to repay promptly any excess benefits contributions made by the Employer; and (y) after the Employer's payment or reimbursement obligation ends, the Employee may continue benefits coverage for the remainder of the COBRA period, if any, by paying the full premium cost of such benefits.

(d) Release Condition. Notwithstanding anything to the contrary in this Agreement, to the extent that any payments due under this Agreement as a result of the

termination of the Employee's employment are subject to the Employee's execution and delivery of a Release,
no such payments shall be made prior to the first normal payroll date of the Employer occurring

on or after the Release Effective Date, (ii) the Employer shall deliver the Release to the Employee within ten business days following the Termination Date, (iii) if the Employee fails to execute the Release on or prior to the Release Expiration Date (as defined below) or the Employee timely revokes Employee's acceptance of the Release within the seven day period following the Release Expiration Date, the Employee shall not be entitled to the Severance Benefits otherwise conditioned on the Release, and (iv) if the Employee executes the Release on or prior to the Release Expiration Date and does not timely revoke Employee's acceptance of the Release within the seven day period following the Release Expiration Date, any Severance Benefits that would otherwise have been paid to the Employee prior to the first normal payroll date of the Employer occurring on or after the Release Effective Date but for clause (i) above shall be paid on the first normal payroll date of the Employer occurring on or after the Release Effective Date. For purposes of this Section 6(d), "Release Expiration Date" shall mean the date that is 21 days following the date upon which the Employer timely delivers the Release to the Employee, or, in the event that termination of the Employee's employment is "in connection with an exit incentive or other employment termination program" (as such phrase is defined in the Age Discrimination in Employment Act of 1967), the date that is 45 days following such delivery date, and "Release Effective Date" shall mean the eighth day following the Release Expiration Date, provided that the Employee executes the Release on or prior to the Release Expiration Date and does not timely revoke Employee's acceptance of the Release within the seven day period following the Release Expiration Date.

(e) Exclusive Remedy. The rights of the Employee set forth in this Section 6 are intended to be the Employee's exclusive remedy for termination and any severance benefits related thereto and, to the greatest extent permitted by applicable law, the Employee waives all other remedies,.

6. Insurance. The Employer or one of its Affiliates may, for its own benefit, maintain "key man" life and disability insurance policies covering the Employee. The Employee will cooperate with the Employer or its Affiliates and provide such information or other assistance, in each case, as they may reasonably request in connection with obtaining and maintaining such policies.

7. The Employee's Termination Obligations. The Employee hereby acknowledges and agrees that all personal property and equipment furnished to or prepared by the Employee in the course of or incident to Employee's employment hereunder belongs to the Employer and shall be promptly returned to the Employer upon termination of the Employee's employment or, at any event, at the Employer's request. The term "personal property" includes, without limitation, all office equipment, laptop computers, cell phones, books, manuals, records, reports, notes, contracts, requests for proposals, bids, lists, blueprints, and other documents, or materials, or copies thereof (including computer files), and all other proprietary and non-proprietary information relating to the business of the Employer. Following termination of Employee's employment hereunder, the Employee will not retain any written or other tangible material containing any proprietary or non-proprietary information of the Employer.

Acknowledgment of Protectable Interests. The Employee acknowledges and agrees that Employee's employment with the Employer involves building and maintaining business

relationships and good will on behalf of the Employer with customers, patients, physicians and other professional contractors, employees and staff, and various providers and users of health care

services; that Employee is entrusted with proprietary, strategic and other confidential information which is of special value to the Employer; and that the foregoing matters are significant interests that the Employer is entitled to protect.

8. Confidential Information. All Confidential Information that comes or has come into the Employee's possession by reason of Employee's employment hereunder is the property of the Employer and shall not be used except in the course of employment by the Employer and for the Employer's exclusive benefit. Further, the Employee shall not, during Employee's employment or thereafter, disclose or acknowledge the content of any Confidential Information to any person who is not an employee of the Employer authorized to possess such Confidential Information. Upon termination of employment, the Employee shall deliver to the Employer all documents, writings, electronic storage devices, and other tangible things containing any Confidential Information and the Employee shall not make or retain copies, excerpts, or notes of such information.

9. Restrictive Covenants.

(a) During the Employment Period, the Employee shall not, directly or indirectly, without written approval by the Board, accept or perform any work, consulting, or other services for any other business entity or for remuneration of any kind. Without limiting the foregoing, during the Employment Period, the Employee shall not, directly or indirectly, without written approval by the Board, engage in activities or businesses (including, without limitation, owning any interest in, managing, controlling, participating in, consulting with, advising, rendering services for, or in any manner engaging in the business of owning, operating or managing any business) that are principally or primarily involved in holding, managing or acquiring investments in the healthcare industry or other similar business in which the Employer is engaged (or so engage with, for or on behalf of any customer of the Employer), provided, however, that neither (i) the passive ownership by the Employee of not more than 2.0% of the outstanding equity securities of a publicly traded company nor (ii) the Employee's ownership of the securities or interests described on Schedule 2 shall constitute a violation of this Section 11(a); provided that the Employee does not otherwise violate this Agreement. If the Employee acquires knowledge of a business venture which may be a business venture or prospective business venture ("Corporate Opportunity") in which the Employer would reasonably be expected to have an interest or expectancy, or otherwise is exploiting any Corporate Opportunity, the Employee shall promptly bring such opportunity to the Employer. The Employee shall not have the right to hold any such Corporate Opportunity for Employee's own account or benefit (or for the account or benefit of Employee's agents', partners' or Affiliates'), or to recommend, assign or otherwise transfer or deal in such Corporate Opportunity with Persons other than the Employer.

(b) During and after the Employment Period, the Employee shall not use or disclose the Employer's Confidential Information to solicit, induce, or encourage any other employee of the Employer to leave their employment, to the extent such solicitation would involve the use or disclosure of the Employer's trade secrets or other Confidential Information.

During the Employment Period and for a period of one year thereafter, the Employee shall not, directly or indirectly, use the Employer's Confidential Information to induce, attempt to induce or knowingly encourage any Customer (as defined below) of the Employer to divert any business or income from the Employer, or to stop or alter the manner in which it is then

doing business with the Employer. The term “Customer” with respect to the Employer shall mean any individual or business firm that is, or within the prior 24 months was, a customer or client of the Employer, or whose business was actively solicited by the Employer at any time, regardless of whether such customer or client was generated, in whole or in part, by the Employee’s efforts.

(c) During the Employment Period and thereafter, the Employee shall not make any defamatory or disparaging statement concerning the Employer or its Affiliates, or their respective predecessors and successors, or any of the current or former directors, employees, officers, managers, shareholders, partners, members, agents or representatives of any of the foregoing (the “Protected Persons”) to the extent such statement could be reasonably likely to damage the reputation and/or financial position of any of the Protected Persons. Notwithstanding the foregoing, nothing herein shall or shall be deemed to prevent or impair the Employee from (i) testifying truthfully in any legal or administrative proceeding if such testimony is compelled or requested, (ii) making competitive-type statements that are normal and customary for the industry in the context of product or service comparisons and the like, (iii) making good faith statements in the good faith performance of the Employee’s duties for the Employer or its Affiliates, or (iv) engaging in protected concerted activity or exercising rights under the National Labor Relations Act.

(d) The Employee acknowledges that the provisions of Sections 10 and 11 are reasonable and necessary to protect the continuing interests of the Employer, and any violation of Sections 10 and 11 will result in irreparable injury to the Employer, the exact amount of which will be difficult to ascertain, and that the remedies at law for any such violation would not reasonably or adequately compensate the Employer for such violation. Accordingly, the Employee agrees that if the Employee violates any of the provision of Sections 10 and 11, in addition to any other remedy that may be available at law or in equity, the Employer shall be entitled to seek specific performance and injunctive relief, without the necessity of proving actual damages or posting of a bond or other security.

10. Damages For Improper Termination With Cause. If the Employer terminates this Agreement and the Employee’s employment hereunder for Cause, but it subsequently is determined by a court of competent jurisdiction, as the case may be, that the Employer did not have Cause for the termination, then for purposes of this Agreement, the Employer’s decision to terminate shall be deemed to have been a termination without Cause, and the Employer shall be obligated to pay the Severance Benefits specified under Section 6(c), and, subject to Section 24 hereof, only that amount.

11. Arbitration.

Except as provided in Section 13(b) below and except for any claim or claims that cannot be arbitrated as a matter of law, any controversy or dispute arising out of, based upon, or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, or arising out of, based upon, or relating in any way to the Employee’s employment or association with the Employer, or termination

of the same, including, without limiting the generality of the foregoing, any questions regarding whether a particular dispute is arbitrable, and any alleged violation of statute, common law or public policy, including, but not limited to, any state or federal statutory

claims, shall be submitted to final and binding arbitration in Orange County, California, in accordance with the JAMS Employment Arbitration Rules and Procedures, before a single neutral arbitrator selected from the JAMS panel, or if JAMS is no longer able to supply the arbitrator, such arbitrator shall be selected from the American Arbitration Association, in accordance with its National Rules for the Resolution of Employment Disputes (the arbitrator selected hereunder, the "Arbitrator"). Provisional injunctive relief may, but need not, be sought by either party to this Agreement in a court of law while arbitration proceedings are pending, pursuant to California Code of Civil Procedure section 1281.8, and any provisional injunctive relief granted by such court shall remain effective until the matter is finally determined by the Arbitrator. Final resolution of any dispute through arbitration may include any remedy or relief which the Arbitrator deems just and equitable, including any and all remedies provided by applicable state or federal statutes. At the conclusion of the arbitration, the Arbitrator shall issue a written decision that sets forth the essential findings and conclusions upon which the Arbitrator's award or decision is based. Any award or relief granted by the Arbitrator hereunder shall be final and binding on the parties hereto and may be enforced by any court of competent jurisdiction. To the extent permitted by law, the arbitrator's fees and arbitration expenses and any other costs associated with the arbitration or arbitration hearing that are unique to arbitration will be borne equally by each party. The parties shall each pay their own deposition, witness, expert and attorneys' fees and other expenses as and to the same extent as if the matter were being heard in court, *provided* that the arbitrator may in its discretion award such costs to the prevailing party if it determines that to be appropriate in accordance with applicable law.

(e) Notwithstanding the foregoing, the Employee agrees that it would be difficult to measure any damages caused to the Employer which might result from any breach by the Employee of the covenants set forth in Sections 10, 11, 14 or 15, and that in any event, money damages would be an inadequate remedy for any such breach. Accordingly, if the Employee has breached, breaches, or proposes to breach Sections 10, 11, 14 or 15, the Employer shall be entitled, in addition to all other remedies such party may have, to a temporary, preliminary or permanent injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to the non-breaching party from any court having competent jurisdiction over either party.

The parties hereto expressly agree that each may bring and pursue Claims against the other only in their individual capacities, and not on behalf of, with respect to, joined with, and/or as a part of, any class action, collective action, and/or representative action, except as expressly set forth herein or unless such waiver is not permitted by applicable law. The parties hereto agree that in the event Employee brings a Claim under the California Private Attorneys General Act of 2004, Employee may pursue Claims and seek remedies as a representative of the California Labor & Workforce Development Agency, but only based on alleged violations of law personally suffered by Employee, and any such individual PAGA Claims must be arbitrated consistent with this Arbitration provision. If Employee suffered an alleged violation of law, Employee may request that the arbitrator award any remedies available under the law for the violation personally experienced by Employee. However, Employee may not seek to represent other employees, or join the Claims of other employees, or obtain remedies for alleged legal violations suffered by other employees, even if Employee claims to have suffered the same type of alleged legal violations. The parties hereto

further agree that Employee may not participate in, or seek to be covered by or benefit from, a class action, collective action, or representative action

asserting Claims covered by this Arbitration provision if filed by another employee. If any Party brings a Claim as a plaintiff, or participates as a member of or person to be covered by a class action, collective action, or representative action, or challenges the enforceability of this provision, the parties hereto agree that a court, not an arbitrator, shall determine what Claims are subject to the duty to arbitrate and whether any Claims must proceed on a class, collective, joint, and/or representative basis. If the court determines that any Claims must proceed on a class or collective basis, or that any Claims arising from alleged unlawful acts or violations not personally committed against or suffered by Employee have been asserted, then those Claims, if allowed, may only proceed in court, not in arbitration. Such Claims shall be dismissed by the court to the fullest extent allowed by law; if the Claims cannot be dismissed by the court, the Claims will be stayed pending the conclusion of the arbitration between the parties hereto.

(f) The parties hereto voluntarily agree that Employer is engaged in transactions involving interstate commerce, and this Arbitration provision shall be subject to the substantive and procedural provisions of the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq.

(g) THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL, INCLUDING ANY RIGHTS TO TRIAL BY JURY, IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE PROVISION OF SERVICES UNDER THIS AGREEMENT.

Cooperation. Upon the receipt of reasonable notice from the Employer (including from outside counsel to the Employer), the Employee agrees that while employed by the Employer and after the termination of the Employee's employment for any reason, the Employee will respond and provide information with regard to matters in which the Employee has knowledge as a result of the Employee's employment with the Employer, and will provide reasonable assistance to the Employer, its Affiliates and their respective representatives in defense of any claims that may be made against the Employer or its Affiliates, and will assist the Employer and its Affiliates in the prosecution of any claims that may be made by the Employer or its Affiliates, to the extent that such claims may relate to the period of the Employee's employment with the Employer; provided, that with respect to periods after the termination of the Employee's employment, the Employer shall reimburse the Employee for any reasonable out-of-pocket expenses incurred in providing such assistance and, with respect to any period in which the Employee is required to provide more than ten hours of assistance per week after Employee's termination of employment but is not receiving severance payments from the Employer or its Affiliates, and is not testifying, the Employer shall pay the Employee a reasonable amount of money for Employee's services at a reasonable rate agreed to between the Employer and the Employee; and provided further that after the Employee's termination of employment with the Employer, such assistance shall not unreasonably interfere with the Employee's business or personal obligations. The Employee agrees to promptly inform the Employer if the Employee becomes aware of any lawsuits involving such claims that may be filed or threatened against the Employer or its Affiliates. The Employee also agrees to promptly inform the Employer (to the extent the Employee is legally permitted to do so) if the Employee is asked to assist in any investigation of the Employer or its Affiliates (or their actions), regardless of whether a lawsuit or other proceeding has then been filed against the

Employer or its Affiliates with respect to such investigation, and shall not do so unless legally required.

12. Disclosure and Assignment of Inventions and Improvements. Without prejudice to any other duties express or implied imposed on the Employee hereunder it shall be part of the Employee's normal duties to consider in what manner and by what methods or devices the products, services, processes, equipment or systems of the Employer and any customer or vendor of the Employer would reasonably be expected to be improved and promptly to give to the Chief Executive Officer of the Employer or Employee's designee full details of any improvement, invention, research, development, discovery, design, code, model, suggestion or innovation (collectively called "Work Product"), which the Employee (alone or with others) may make, discover, create or conceive in the course of the Employee's employment. The Employee acknowledges that the Work Product is the property of the Employer. To the extent that any of the Work Product is capable of protection by copyright, the Employee acknowledges that it is created within the scope of the Employee's employment and is a work made for hire. To the extent that any such material may not be a work made for hire, the Employee hereby assigns to the Employer all rights in such material. To the extent that any of the Work Product is an invention, discovery, process or other potentially patentable subject matter (the "Inventions"), the Employee hereby assigns to the Employer all right, title, and interest in and to all Inventions. The Employer acknowledges that the assignment in the preceding sentence does not apply to an Invention that the Employee develops entirely on Employee's own time without using the Employer's equipment, supplies, facilities or trade secret information, except for those Inventions that either:

(i) relate at the time of conception or reduction to practice of the Invention to the Employer's business, or actual or demonstrably anticipated research or development of the Employer, or

(ii) result from any work performed by the Employee for the Employer.

Execution of this Agreement constitutes the Employee's acknowledgment of receipt of written notification of this Section 15 and of notice of the general exception to assignments of Inventions provided under the Uniform Employee Patents Act, in the form adopted by the state having jurisdiction over this Agreement or provision, or any comparable applicable law.

13. Representations and Warranties; Advice of Counsel.

The Employee represents and warrants that (i) Employee is under no contractual or other obligation that would prevent Employee from accepting the Employer's offer of employment as set forth herein, (ii) Employee has the full right, authority and capacity to enter into this Agreement and to perform Employee's obligations hereunder, (iii) the execution of this Agreement and the performance of Employee's obligations hereunder will not breach or be in conflict with any other agreement to which the Employee is a party or is bound, and (iv) the Employee is not now subject to, and has not previously violated, any covenants against competition, solicitation, hire or similar covenants, any court order or other legal obligation, or other agreement that would affect the performance of Employee's obligations hereunder or would otherwise conflict with, prevent or

restrict the full performance of Employee's duties and obligations to the Employer or any of its Affiliates before, during or after the Employment Period.

The Employee covenants that Employee will not disclose or use on behalf of the Employer or its Affiliates any proprietary information of a third party without such party's consent.

(h) Prior to execution of this Agreement, the Employee was advised by the Employer of the Employee's right to seek independent advice from an attorney of the Employee's own selection regarding this Agreement. The Employee acknowledges that the Employee has entered into this Agreement knowingly and voluntarily and with full knowledge and understanding of the provisions of this Agreement after being given the opportunity to consult with counsel. The Employee further represents that in entering into this Agreement, the Employee is not relying on any statements or representations made by any of the directors, officers, employees or agents of the Employer or any of its Affiliates which are not expressly set forth herein, and that the Employee is relying only upon the Employee's own judgment and any advice provided by the Employee's attorney.

14. Entire Agreement. This Agreement (and the documents memorializing the equity awards) are intended by the parties to be the final expression of their agreement with respect to the employment of the Employee by the Employer and may not be contradicted by evidence of any prior or contemporaneous agreement (including, without limitation any term sheet, offer letter or similar agreement entered into between the Employer or any Affiliate and the Employee). The parties further intend that this Agreement (and the documents memorializing the equity awards) shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding to vary the terms of this Agreement.

15. No Other Representations. Except as expressly provided in this Agreement, (i) no person or entity has made or has the authority to make any representations or promises on behalf of any of the parties which are inconsistent with the representations or promises contained in this Agreement, and (ii) this Agreement has not been executed in reliance on any representations or promises not set forth herein. Specifically, no promises, warranties or representations have been made by anyone on any topic or subject matter related to the Employee's relationship with the Employer or any of its Affiliates or any of their executives or employees, including but not limited to any promises, warranties or representations regarding future employment, compensation, benefits, any entitlement to equity interests in the Employer or any of its Affiliates or regarding the termination of the Employee's employment. In this regard, the Employee agrees that no promises, warranties or representations shall be deemed to be made in the future unless they are set forth in writing and signed by an authorized representative of the Employer.

16. Amendments. This Agreement may be modified only by agreement of the parties by a written instrument executed by the parties that is designated as an amendment to this Agreement.

Severability and Non-Waiver/Survival. Any provision of this Agreement (or portion thereof) which is deemed invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction and subject to this Section 20, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions thereof in such jurisdiction or rendering such provision or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction. If any covenant should be deemed invalid, illegal

or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable. No waiver of any provision or violation of this Agreement by the Employer shall be implied by the Employer's forbearance or failure to take action. The expiration or termination of the Employment Period and this Agreement shall not impair the rights or obligations of any party hereto which shall have accrued hereunder prior to such expiration or termination.

17. Successor/Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, executors, administrators, successors, and assigns, provided, however, that the Employee may not assign any or all of Employee's rights or duties hereunder. The Employee shall be entitled, to the extent permitted under applicable law, to select and change a beneficiary or beneficiaries to receive any compensation or benefit hereunder following the Employee's death by giving written notice thereof. In the event of the Employee's death or a judicial determination of Employee's incompetence, references in this Agreement to the Employee shall be deemed, where appropriate, to refer to Employee's beneficiary, estate or other legal representative.

18. Voluntary and Knowledgeable Act. The Employee represents and warrants that the Employee has read and understands each and every provision of this Agreement and has freely and voluntarily entered into this Agreement.

19. Choice of Law. This Agreement shall be construed and enforced under and be governed as to its validity and effect by the laws of the State of California without regard to the conflict of laws principles thereof.

20. Attorneys' Fees. If any dispute between the parties should result in litigation, the prevailing party in such dispute shall be entitled to recover from the other party all reasonable out-of-pocket fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment, to the extent permitted by law. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment and an award of prejudgment interest from the date of the breach at the maximum rate of interest allowed by law. For the purposes of this Section 24: (a) attorneys' fees include, without limitation, fees incurred in the following: (i) post-judgment motions; (ii) contempt proceedings; (iii) garnishment, levy, and debtor and third party examinations; (iv) discovery and (v) bankruptcy litigation, and (b) "prevailing party" means the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.

Notices. Except as otherwise provided for herein, all notices and other communications provided for hereunder shall be in writing (including facsimile communication and electronic mail) and mailed (via registered or certified mail), telecopied or delivered to the

party for whom it is intended at the address, telecopier number or e-mail address set forth below or, as to each party, at such other address as designated by that party in a written notice to the other parties. All notices and communications shall be deemed to have been validly served, given or delivered (i) if personally delivered, upon receipt or refusal to accept delivery, (ii) if sent via facsimile, upon mechanical confirmation of successful transmission thereof generated by the sending facsimile machine, (iii) if sent by a commercial overnight courier for delivery on the next business day, on the first business day after deposit with such courier service (or the second business day if sent to an address not in the United States), (iv) if sent by registered or certified mail, three days after deposit thereof in the United States mail, or (v) if sent by electronic mail, one business day after transmission when directed to the appropriate e-mail address (provided that the party giving notice must verify the e-mail address of the recipient prior to transmission):

(a) if to the Employee, to Employee at Employee's most recent address in the Employer's records,

(b) If to the Employer, to:

Alignment Healthcare USA, LLC
1100 Town & Country Road, Suite 1600 Orange, CA 92868
Facsimile: (844) 320-2247
E-mail: LegalNotices@ahcusa.com Attention: Legal
Department

or to such other address as the recipient party to whom notice is to be given may have furnished to the other party in writing in accordance herewith.

22. Descriptive Headings; Nouns and Pronouns. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice-versa.

Non-Qualified Deferred Compensation. To the extent applicable, this Agreement shall be interpreted in accordance with Section 409A of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), and Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof. For purposes of Section 409A of the Code, each of the payments that may be made hereunder is designated as a separate payment and, for the avoidance of doubt and without limiting the foregoing, the Employee's right to receive installment payments pursuant to Section 6(c) shall be treated as a right to receive a series of separate and distinct payments. To the extent that any reimbursement of expenses or in-kind benefits constitutes "deferred compensation" under Section 409A of the Code, such reimbursement or benefit shall be provided no later than December 31 of the year following the year in which the expense was incurred. The reimbursements under this Agreement are not subject to liquidation or exchange for another benefit, and the amount

of expenses reimbursed in one taxable year shall not affect the amount eligible for reimbursement in any other taxable year. Notwithstanding any provision of this Agreement to the

contrary, in the event that the Employer determines that any amounts payable hereunder will be immediately taxable to the Employee under Section 409A of the Code and related Department of Treasury guidance, the Employer reserves the right (without any obligation to do so or to indemnify the Employee for failure to do so) to (a) adopt such amendments to this Agreement and appropriate policies and procedures, including amendments and policies with retroactive effect, that the Employer determines necessary or appropriate to preserve the intended tax treatment of the benefits provided by this Agreement, to preserve the economic benefits of this Agreement and to avoid less favorable accounting or tax consequences for the Employer and/or (b) take such other actions as the Employer determine necessary or appropriate to exempt the amounts payable hereunder from Section 409A of the Code and related Department of Treasury guidance, or to comply with the requirements of Section 409A of the Code and related Department of Treasury guidance, including such Department of Treasury guidance and other interpretive materials as may be issued after the date hereof, and avoid the applicable of penalty taxes thereunder. No provision of this Agreement shall be interpreted or construed to transfer any liability for failure to comply with the requirements of Section 409A of the Code from the Employee or any other individual to the Employer or any of its Affiliates, employees or agents. To the extent any amounts under this Agreement are payable by reference to Employee's "termination of employment," such term and similar terms shall be deemed to refer to Employee's "separation from service," within the meaning of Section 409A of the Code. Notwithstanding any other provision in this Agreement, to the extent any payments hereunder constitute nonqualified deferred compensation, within the meaning of Section 409A of the Code, then if the Employee is a specified employee (within the meaning of Section 409A of the Code) as of the date of Employee's separation from service, each such payment that is payable upon the Employee's separation from service and would have been paid prior to the six-month anniversary of Employee's separation from service, shall be delayed until the earlier to occur of (i) the first day of the seventh month following the Employee's separation from service or (ii) the date of the Employee's death.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the date first written above.

ALIGNMENT HEALTHCARE USA, LLC

By: /s/ John Kao
Name: John Kao
Title: Chief Executive Officer

/s/ Shane Hochradel
Shane Hochradel, individually

**EMPLOYMENT AGREEMENT BETWEEN
ALIGNMENT HEALTHCARE USA, LLC AND
MARK KENT
May 18, 2026**

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into effective as of May 18, 2026 (the "Effective Date"), by and between Alignment Healthcare USA, LLC, a California corporation (the "Employer"), and Mark Kent (the "Employee").

WHEREAS, the Employer desires to employ the Employee, and the Employee desires to accept such employment, on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. Definitions. Generally, defined terms used in this Agreement are defined in the first instance in which they appear herein. In addition, the following terms and phrases have the following meanings:

"Affiliate" means, when used with reference to a specified Person, (a) any Person who directly or indirectly controls, is controlled by or is under common control with the specified Person, (b) any Person who is an officer, director, partner, member, manager or trustee of, or serves in a similar capacity with respect to, the specified Person, or for which the specified Person is an officer, director, partner, member or manager or trustee or serves in a similar capacity, (c) any Person who, directly or indirectly, is the beneficial owner of 10% or more of any class of equity securities of the specified Person, or of which the specified Person, directly or indirectly, is the owner of 10% or more of any class of equity securities and (d) any member of such specified Person's immediate family.

"Board" means the board of directors of Alignment Healthcare, Inc. or any other Person the Board has appointed or delegated authority.

"Cause" means the Employee's:

(i) failure to devote substantially all Employee's working time to the business of the Employer and its Affiliates;

(ii) failure to abide by the code of conduct or other policies (including, without limitation, policies relating to confidentiality and reasonable workplace conduct) of the Employer;

(iii) violation or breach of the provisions, representations or covenants of Sections 10, 11, 15 or 16(a);

(iv) theft, dishonesty, willful or gross misconduct, breach of fiduciary duty, falsification of any Employer documents or records, or misrepresentation(s) to the Employer;

(v) Employee's unauthorized use, misappropriation, destruction or diversion of any tangible or intangible asset or corporate opportunity of the Employer or its Affiliates (including, without limitation, Employee's improper use or disclosure of the Employer's or any Affiliates' confidential or proprietary information);

(vi) any act by Employee which has a material detrimental effect on the Employer's reputation or business;

(vii) Employee's failure or inability (other than due to Employee's Disability) to perform any reasonable and lawful assigned duties consistent with Employee's position ;

(viii) material breach by Employee of this Agreement or its exhibits or any other agreement between Employee and the Employer;

(ix) commission of any act of fraud, theft or financial dishonesty, or any felony or criminal act involving moral turpitude;

(x) engaging in any discriminatory or sexually harassing behavior ; or

(xi) unlawful use (including being under the influence) of alcohol or drugs or possession of illegal drugs while on the premises of the Employer or any of its Affiliates or while performing duties and responsibilities to the Employer and its Affiliates.

Solely to the extent that the Board determines in its sole discretion that the Cause conduct is curable, Employee shall have five (5) business days after receipt of written notice (in accordance with Section 26 hereof and stating in reasonable detail the facts or circumstances giving rise to Cause) that the Employer believes it has grounds to terminate Employee's employment for Cause to entirely cure the Cause conduct under subsections (i) through (viii) above and its consequences to the satisfaction of the Board and thereby avoid termination of Employee's employment for Cause if so determined by the Board in its sole discretion.

During any time period when the Employer believes that (or is in the process of investigating whether) Employee may have committed an act of Cause (or has committed an act which could result in constituting Cause under any of the above subsections), the Employer may in its discretion place Employee on a leave of absence and/or preclude Employee from utilizing Employer or Affiliate resources or having access to Employer premises. If after Employee's termination of employment for any reason other than Cause, the Employer discovers that Employee's employment could have been terminated for Cause, then the Employer may in its discretion recharacterize such termination as a termination for Cause .Employer will give written notice of such recharacterization in accordance with Section 26 hereof.

"Confidential Information" means all proprietary and other information relating to the business and operations of the Employer and its Affiliates, which has not been specifically designated for release to the public by an authorized representative of the Employer or one of its Affiliates, including, but not limited to the following: (i) information, observations, procedures and data concerning the business or affairs of the Employer or any of its Affiliates; (ii) products or services; (iii) costs and pricing structures; (iv) analyses; (v) drawings, photographs and reports; (vi) computer software, including operating systems, applications and program listings; (vii) flow charts, manuals and documentation; (viii) data bases; (ix) accounting and business methods; (x) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice; (xi) customers, vendors, suppliers and customer, vendor and

supplier lists; (xii) business goals, plans, techniques and strategies; (xiii) other copyrightable works; (xiv) all production methods, processes, technology and trade secrets;

and (xv) all similar and related information in whatever form. Confidential Information also includes any information that the Employer or any of its Affiliates have received, or may receive hereafter, belonging to customers or other third parties with any understanding, express or implied, that the information would not be disclosed. Confidential Information will not include any information that is or becomes generally available to the public (through no wrongful act of the Employee), is rightfully received from a third party without duty of confidentiality, is independently developed by Employee without use of Employer's Confidential Information, or is approved for release by Employer in writing. Confidential Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

"Disability" means the Employee's inability, due to physical or mental illness or disability, to perform the essential functions of Employee's employment with the Employer, even with reasonable accommodation that does not impose an undue hardship on the Employer, for more than 60 consecutive days, or for any 90 days within any one year period, unless a longer period is required by federal or state law, in which case such longer period will be applicable. The Employer reserves the right, in good faith, to make the determination of Disability under this Agreement based on information supplied by the Employee and/or Employee's medical personnel, as well as information from medical personnel selected by the Employer or its insurers.

"Employer" has the meaning set forth in the preamble; provided that, for purposes of Sections 8 through 15, "Employer" includes Alignment Healthcare, Inc. and all of its Subsidiaries and Affiliates.

"Good Reason" shall exist if, without Employee's written or oral consent, Employer materially breaches a financial obligation of this Agreement; *provided, however*, that Good Reason shall not exist so long as Employee maintains an equivalent salary or title possessed at Employer or any affiliate immediately before any claim of Good Reason, or a higher salary or title at Employer or any affiliate; and provided further that, Good Reason shall not exist if Cause exists. Employee may terminate employment hereunder for Good Reason within sixty (60) days following the occurrence of any condition constituting Good Reason, provided however that Employee has first provided written notice to Employer specifying in reasonable detail and satisfactory to Employer the condition giving rise to Good Reason, Employee has provided Employer with a period of sixty (60) days to remedy the condition (and the notice so specifies), and Employer has failed to remedy the condition within this sixty (60) day period.

"Person" shall be construed broadly and shall include, without limitation, an individual, a partnership, an investment fund, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

"Subsidiary" or "Subsidiaries" of any Person means any corporation, partnership, joint venture or other legal entity of which such Person (either alone or through or together with any other Person), owns, directly or indirectly, 50% or more of the stock or other equity interests which are generally

entitled to vote for the election of the board of directors or other governing body of such corporation or other legal entity.

“Termination Date” means the effective date of the termination of the Employee’s employment hereunder, which (i) in the case of termination due to resignation by the Employee without Good Reason, shall mean the date that is 90 days following the date of the Employee’s written notice to the Employer of Employee’s resignation, or in the case of resignation by the Employee with Good Reason, shall mean the date on which the sixty (60)-day period for Employer to remedy the applicable condition giving rise to Good Reason has lapsed, provided, however, that in each case the Employer may accelerate the Termination Date; provided that such acceleration shall not, by itself, negate Employee’s Good Reason or eligibility for severance or other applicable benefits;(ii) in the case of termination by reason of the Employee’s death, shall mean the date of death; (iii) in the case of termination by reason of Disability, shall mean the date specified in the notice of such termination delivered to the Employee by the Employer; (iv) in the case of a termination by the Employer for Cause or without Cause, shall mean the date specified in the written notice of such termination delivered to the Employee by the Employer, except to the extent set forth in this Agreement; (iv) in the case of termination by mutual agreement, shall mean the date mutually agreed to by the parties hereto; or (v) in the case of termination due to either party’s delivery to the other party of a Notice of Nonrenewal pursuant to Section 2, shall mean the next scheduled Renewal Date to which the Notice of Nonrenewal relates.

2. Employment. The Employer shall employ the Employee, and the Employee accepts employment with the Employer, upon the terms and conditions set forth in this Agreement. The initial term of this Agreement (the “Initial Term”) shall commence on the Effective Date and end on the first annual anniversary of the Effective Date; *provided, however*, that on the first annual anniversary of the Effective Date and each annual anniversary thereafter (each, a “Renewal Date”), the term of this Agreement shall be extended by one additional year (each, an “Extension Term,” and collectively with the Initial Term, the “Employment Period”) unless either party gives written notice to the other within 90 days in advance of the next scheduled Renewal Date that it does not wish to extend the Employment Period (such notice, a “Notice of Nonrenewal”); and *provided, further*, that the Employment Period may be sooner terminated as provided herein.

Position and Duties. During the Employment Period, the Employee shall be employed by Employer on a full-time basis with the title determined exclusively by the Employer, initially as President - MSO, reporting to the Chief Executive Officer of Employer, or his or her designee as determined in the sole and absolute discretion of the Chief Executive Officer of Employer. Subject to the power and discretion of the Chief Executive Officer of Employer or the Board to modify such duties, position, title, reporting structure, and/or situs of employment, Employee shall have the usual and customary duties, responsibilities, and authority of such position as reasonably may be assigned to Employee by Employer from time to time and perform such other duties and responsibilities on behalf of Employer as reasonably may be directed by the Employer, including, if elected or appointed thereto, serving as an officer and/or member of the board or any Subsidiary or Affiliate of the Employer as reasonably requested by the Employer and its Affiliates, in each case, without additional compensation hereunder. The Employee hereby accepts such employment and positions and agrees to diligently and conscientiously devote Employee’s full and exclusive business time, attention, and best efforts in discharging and fulfilling Employee’s duties and responsibilities hereunder. The Employee shall

comply with the Employer's policies and procedures and the direction and instruction of the Board and the Employee shall not engage in any business activity which, in the reasonable judgment of the Board,

conflicts with the duties of the Employee hereunder, whether or not such activity is pursued for gain, profit or other pecuniary advantage.

3. Compensation.

(a) Salary. During the Employment Period, the Employer shall pay the Employee base salary at the rate of \$650,000 per annum (as may be increased from time to time at the discretion of the Employer, the "Base Salary"), less applicable deductions and withholdings.

(b) Performance Bonus. In addition to the Base Salary, during the Employment Period, the Employee shall be eligible to receive a cash bonus (the "Bonus") with respect to each calendar year. The amount of the Bonus, if any, payable in respect of any calendar year will be determined based on the achievement of the Employer's performance metrics, achievement of performance goals established for the Employee, or a combination of the foregoing. The target Bonus amount (the "Target Bonus Percentage") and the maximum Bonus amount (the "Maximum Bonus Percentage") in respect of each calendar year will equal at least 85% and up to 170%, respectively, of the Base Salary payable to the Employee for such year, subject to increase but not decrease during the Employment Period. The Bonus in respect to any calendar year shall be prorated for partial years. A Bonus will not be paid for the calendar year in which the Employee initiates employment with the Employer if the Employee's start date occurs on or after October 1. Employee understands that the Bonus is payable under the terms of the Employer's annual incentive plan, the terms of which are subject to approval annually by the Board. Among other things, the Board may determine that a portion of the Bonus shall be withheld and not paid on the initial Bonus payment date and that all or some portion of such withheld amount shall be paid out on a later date, subject to the achievement of certain corporate, departmental or individual performance goals. As a condition to receiving the Bonus, the Employee must be an employee of Employer in good standing as of the applicable Bonus payment date.

Initial Equity Grant. The Employee will also be eligible to receive on the Grant Date (defined below) (i) a number of restricted stock units of Alignment Healthcare, Inc. ("Parent") equal to One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) divided by the closing per share price of Parent's common stock on the Nasdaq Stock Market on the Grant Date (the "RSU Grant") and (ii) a number of performance share units ("PSUs") of Parent equal to One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) divided by the closing per share price of Parent's common stock on the Nasdaq Stock Market on the Grant Date (the "PSU Grant"). The "Grant Date" for the foregoing awards will be the first Wednesday of the calendar month following the Employee's start date (or on the next trading day thereafter if Parent's stock does not trade on the Nasdaq Stock Market on such date). The RSU Grant will vest in approximately equal installments of thirty-three and one third percent (33^{1/3}%) on each of March 13, 2027, 2028 and 2029. The PSU Grant will have the same performance metrics as the performance awards granted to other senior executives in March 2026 (which metrics are summarized on Schedule 1 attached hereto but will be more specifically set out in a form of award agreement to be provided by the Company); provided, however, that notwithstanding the date of certification of achievement of the performance metrics by the Board, the vesting date for the PSU Grant will be March 13, 2029. The foregoing equity awards shall be subject to approval by the Board (or a committee thereof) and shall be further subject to the terms of the Equity Plan

and the terms of the applicable award agreement; provided such awards shall provide that if Employee is terminated without

Cause, resigns for Good Reason, dies, or becomes Disabled, then (i) any unvested RSUs shall vest pro rata based on service through the Termination Date and (ii) any unvested PSUs which shall have been granted more than eighteen (18) months prior to the Termination Date shall remain outstanding and eligible to vest pro rata based on actual performance, in each case subject to the Release.

(c) Annual Equity Grant. The Employee shall be eligible to receive an annual equity grant (the "Annual Equity Grant") with an initial target value of Two Million Five Hundred Thousand Dollars (\$2,500,000), subject to review and approval by the Board or a committee thereof, at the same time or times as other senior management and consistent in form with those applicable to such senior management; The specific form, terms, and conditions of the Annual Equity Grant, including but not limited to the type of equity (e.g., stock options, restricted stock units, performance share units or other equity instruments), the vesting schedule, and any performance criteria, shall be consistent with annual equity grants awarded to other members of senior management and as determined at the sole discretion of the Board and shall be granted in accordance with the Equity Plan and any other policies or guidelines established by the Board. The target value of the Annual Equity Grant shall be reviewed annually by the Board and may be adjusted, at the Board's discretion, based on the Employee's performance, the Company's performance, and other factors deemed relevant by the Board. The Employee acknowledges and agrees that the target value of the Annual Equity Grant does not constitute a guarantee of any specific grant amount or value, and that the final determination of the Annual Equity Grant shall be subject to the Board's approval.

(d) Employee Benefits. During the Employment Period, the Employee and his eligible dependents and beneficiaries will be eligible to participate in the Employer's retirement, health and welfare benefits plans, which shall be subject to the Employer's policies and practices and the terms of the applicable benefit plans and arrangements as in effect from time to time. The Employee shall accrue paid time off at the rate of five (5) weeks per twelve (12) months of employment, and upon termination for any reason, accrued but unused paid time off shall be paid out to the extent permitted by applicable law and Employer policy applied consistently to senior executives.

(e) Reimbursements. The Employer shall reimburse the Employee for all reasonable and necessary business-related expenses incurred by Employee in the course of performing Employee's duties under this Agreement which are consistent with the Employer's policies in effect from time to time with respect to travel, entertainment and other business expenses, subject to the Employer's requirements with respect to reporting and documentation of such expenses, and any such reimbursement shall be made within 30 days of submission of appropriate documentation.

(f) Deductions and Withholding. The Employer shall deduct from any payments to be made by it to or on behalf of the Employee under this Agreement any amounts required to be withheld in respect of any federal, state or local income or other taxes.

Annual Review of Base Salary and Bonus Percentages. The Board (or the Compensation Committee of the Board) shall undertake a review of rate of Base Salary and the Target Bonus Percentage and Maximum Bonus Percentage (the “Bonus Percentages”) not less

frequently than annually during the Employment Period and may increase, but not decrease, the rate of Base Salary and the Bonus Percentages from those then in effect.

(g) Review of Executive Employment Agreements. In the event the Compensation Committee of the Board shall (i) undertake a general review of executive employment agreements and (ii) provide for amendments to such agreements, this Agreement shall also be amended by the Employer in a manner consistent with such amendments.

4. Termination of Employment. The Employee's employment under this Agreement shall be terminated upon the earliest to occur of the following events:

(a) Termination for Cause. The Employer may in its sole discretion terminate this Agreement and the Employee's employment hereunder for Cause at any time and with or without advance notice to the Employee. Written notice (in accordance with Section 26 hereof) shall be provided to Employee within 30 calendar days after the Termination Date, and shall state in reasonable detail the facts or circumstances giving rise to Cause.

(b) Termination without Cause. The Employer may terminate this Agreement and the Employee's employment hereunder without Cause at any time, with or without notice, for any reason or no reason (and no reason need be given).

(c) Mutual Agreement. This Agreement and the Employee's employment hereunder may be terminated by the mutual written agreement of the Employer and the Employee.

(d) Termination by Death or Disability. This Agreement and the Employee's employment hereunder shall automatically terminate upon the Employee's death or Disability.

(e) Resignation. The Employee may terminate this Agreement and Employee's employment hereunder without Good Reason upon 90 days advance written notice to the Employer. In addition, the Employee may terminate this Agreement and Employee's employment hereunder with Good Reason as set forth in this Agreement.

(f) Nonrenewal. If either party delivers to the other a Notice of Nonrenewal, the Agreement and the Employee's employment hereunder shall automatically terminate as of the next scheduled Renewal Date to which the Notice of Nonrenewal relates.

5. Compensation upon Termination.

(a) General. In the event of the Employee's termination of employment for any reason, the Employee or Employee's estate or beneficiaries shall have the right to receive the following:

(i) the unpaid portion of the Base Salary and paid time off accrued, but unused, and payable through the Termination Date;

reimbursement for any expenses for which the Employee shall not have been previously reimbursed, as provided in Section 4(f); and

(ii) continuation of health insurance coverage rights, if any, as required under applicable law.

(b) Termination for Cause; Resignation without Good Reason; Mutual Agreement; Nonrenewal by the Employee; Death or Disability.

(i) In the event of the Employee's termination of employment by reason of (A) a termination by the Employer for Cause, (B) resignation by the Employee without Good Reason or (C) mutual agreement, the Employer shall have no current or further obligations (including Base Salary) to the Employee under this Agreement other than as set forth in Section 6(a).

(ii) In the event of the Employee's termination of employment by reason of (A) the Employee's death, (B) the Employee's Disability or (C) delivery by the Employee of a Notice of Nonrenewal, the Employer shall have no current or further obligations (including Base Salary) to the Employee under this Agreement other than as set forth in Section 6(a) and payment of any Bonus for any calendar year preceding the calendar year in which termination occurs which has not yet been paid, payable at the time bonuses for such calendar year are otherwise payable to senior executives of the Employer ("Prior Year Bonus"); provided, however, that in the event of the Employee's termination of employment by reason of (A) the Employee's death or (B) the Employee's Disability, the Employer shall pay or provide to the Employee payment of any (i) Prior Year Bonus and (ii) a pro rata amount of the Bonus, if any, which would have been payable to the Employee for the calendar year in which the Termination Date occurs, determined after the end of the calendar year in which such Termination Date occurs and equal to the amount which would have been payable to the Employee if Employee's employment had not been terminated during such calendar year multiplied by the fraction, the numerator of which is the number of whole months the Employee was employed by the Employer during such calendar year and the denominator of which is 12; it being understood that any pro rata bonus payable under this clause

(ii) shall be paid in a lump sum at the time bonuses for such calendar year are otherwise payable to senior executives of the Employer.

(c) Termination without Cause, Resignation with Good Reason or Nonrenewal by the Employer. In the event of the Employee's termination of employment hereunder at any time on or after the date that is ninety (90) days after the Effective Date, by reason of (i) a termination by the Employer without Cause, (ii) resignation by the Employee with Good Reason or

(iii) delivery by the Employer of a Notice of Nonrenewal, the Employer shall pay or provide to the Employee the payments and benefits set forth in Section 6(a) and payment of any Prior Year Bonus. In addition, in the event of any such termination on or after the date that is ninety (90) days after the Effective Date, subject to the Employee's execution and non-revocation of a customary general waiver and release of claims in such form as provided by the Employer (a "Release") in accordance with Section 6(d) and the Employee's continued full performance of obligations under Sections 10 and 11 (subject to any limitations under applicable law), and in lieu of any severance benefits that may be payable to the Employee under a separate severance agreement or an executive severance plan as a result of such termination, the Employer shall pay or provide to the Employee the following (the "Severance Benefits"):

(i) severance pay in an aggregate amount equal to one and one-half (1.5) times the sum of (1) Base Salary, plus (2) the Target Bonus Percentage, paid in substantially equal installments over the eighteen (18)-month period following the Termination Date in accordance with the Employer's normal payroll practices;

(ii) a pro rata amount of the Bonus, if any, which would have been payable to the Employee for the calendar year in which the Termination Date occurs, determined after the end of the calendar year in which such Termination Date occurs and equal to the amount which would have been payable to the Employee if Employee's employment had not been terminated during such calendar year multiplied by the fraction, the numerator of which is the number of whole months the Employee was employed by the Employer during such calendar year and the denominator of which is 12; it being understood that any pro rata bonus payable under this clause (ii) shall be paid in a lump sum at the time bonuses for such calendar year are otherwise payable to senior executives of the Employer; and

(iii) if the Employee elects COBRA benefits, the Employer shall pay or reimburse the Employee's share of the premium for such COBRA benefits until the earlier of (A) the first annual anniversary of the Termination Date; or (B) the date that the Employee is eligible to receive health benefits through new employment; it being understood that (x) the Employee is required to notify the Employer immediately if Employee begins new employment during such period and to repay promptly any excess benefits contributions made by the Employer; and (y) after the Employer's payment or reimbursement obligation ends, the Employee may continue benefits coverage for the remainder of the COBRA period, if any, by paying the full premium cost of such benefits.

(d) Release Condition. Notwithstanding anything to the contrary in this Agreement, to the extent that any payments due under this Agreement as a result of the termination of the Employee's employment are subject to the Employee's execution and delivery of a Release,

(i) no such payments shall be made prior to the first normal payroll date of the Employer occurring on or after the Release Effective Date, (ii) the Employer shall deliver the Release to the Employee within ten business days following the Termination Date, (iii) if the Employee fails to execute the Release on or prior to the Release Expiration Date (as defined below) or the Employee timely revokes Employee's acceptance of the Release within the seven day period following the Release Expiration Date, the Employee shall not be entitled to the Severance Benefits otherwise conditioned on the Release, and (iv) if the Employee executes the Release on or prior to the Release Expiration Date and does not timely revoke Employee's acceptance of the Release within the seven day period following the Release Expiration Date, any Severance Benefits that would otherwise have been paid to the Employee prior to the first normal payroll date of the Employer occurring on or after the Release Effective Date but for clause (i) above shall be paid on the first normal payroll date of the Employer occurring on or after the Release Effective Date. For purposes of this Section 6(d), "Release Expiration Date" shall mean the date that is 21 days following the date upon which the Employer timely delivers the Release to the Employee, or, in the event that termination of the Employee's employment is "in connection with an exit incentive or other employment termination program" (as such phrase is defined in the Age Discrimination in Employment Act of 1967), the date

that is 45 days following such delivery date, and “Release Effective Date” shall mean the eighth day following the Release Expiration Date, provided that the Employee executes

the Release on or prior to the Release Expiration Date and does not timely revoke Employee's acceptance of the Release within the seven day period following the Release Expiration Date.

(e) Exclusive Remedy. The rights of the Employee set forth in this Section 6 are intended to be the Employee's exclusive remedy for termination and any severance benefits related thereto and, to the greatest extent permitted by applicable law, the Employee waives all other remedies, provided, however, that nothing herein waives statutory rights, entitlement to vested benefits, or rights to indemnification and advancement.

6. Insurance. The Employer or one of its Affiliates may, for its own benefit, maintain "key man" life and disability insurance policies covering the Employee. The Employee will cooperate with the Employer or its Affiliates and provide such information or other assistance, in each case, as they may reasonably request in connection with obtaining and maintaining such policies, provided that such cooperation shall not unreasonably interfere with Employee's then-current employment or business activities and Employer shall reimburse related reasonable out-of-pocket expenses.

7. The Employee's Termination Obligations. The Employee hereby acknowledges and agrees that all personal property and equipment furnished to or prepared by the Employee in the course of or incident to Employee's employment hereunder belongs to the Employer and shall be promptly returned to the Employer upon termination of the Employee's employment or, at any event, at the Employer's request. The term "personal property" includes, without limitation, all office equipment, laptop computers, cell phones, books, manuals, records, reports, notes, contracts, requests for proposals, bids, lists, blueprints, and other documents, or materials, or copies thereof (including computer files), and all other proprietary and non-proprietary information relating to the business of the Employer. Following termination of Employee's employment hereunder, the Employee will not retain any written or other tangible material containing any proprietary or non-proprietary information of the Employer.

8. Acknowledgment of Protectable Interests. The Employee acknowledges and agrees that Employee's employment with the Employer involves building and maintaining business relationships and good will on behalf of the Employer with customers, patients, physicians and other professional contractors, employees and staff, and various providers and users of health care services; that Employee is entrusted with proprietary, strategic and other confidential information which is of special value to the Employer; and that the foregoing matters are significant interests that the Employer is entitled to protect.

Confidential Information. All Confidential Information that comes or has come into the Employee's possession by reason of Employee's employment hereunder is the property of the Employer and shall not be used except in the course of employment by the Employer and for the Employer's exclusive benefit. Further, the Employee shall not, during Employee's employment or thereafter, disclose or acknowledge the content of any Confidential Information to any person who is not an employee of the Employer authorized to possess such Confidential Information, except as required by law, regulation, subpoena, or court order, or to the extent necessary to exercise rights under this Agreement or to obtain legal, tax, or financial advice (provided the recipient agrees to keep such information confidential). Upon termination of

employment, the Employee shall deliver to the Employer all documents, writings, electronic storage devices, and other tangible

things containing any Confidential Information and the Employee shall not make or retain copies, excerpts, or notes of such information.

9. Restrictive Covenants.

(a) During the Employment Period, the Employee shall not, directly or indirectly, without written approval by the Board, accept or perform any work, consulting, or other services for any other business entity or for remuneration of any kind. Without limiting the foregoing, during the Employment Period, the Employee shall not, directly or indirectly, without written approval by the Board, engage in activities or businesses (including, without limitation, owning any interest in, managing, controlling, participating in, consulting with, advising, rendering services for, or in any manner engaging in the business of owning, operating or managing any business) that are principally or primarily involved in holding, managing or acquiring investments in the healthcare industry or other similar business in which the Employer is engaged (or so engage with, for or on behalf of any customer of the Employer), provided, however, that neither (i) the passive ownership by the Employee of not more than 2.0% of the outstanding equity securities of a publicly traded company nor (ii) the Employee's ownership of the securities or interests described on Schedule 2 shall constitute a violation of this Section 11(a); provided that the Employee does not otherwise violate this Agreement. If the Employee acquires knowledge of a business venture which may be a business venture or prospective business venture ("Corporate Opportunity") in which the Employer would reasonably be expected to have an interest or expectancy, or otherwise is exploiting any Corporate Opportunity, the Employee shall promptly bring such opportunity to the Employer. The Employee shall not have the right to hold any such Corporate Opportunity for Employee's own account or benefit (or for the account or benefit of Employee's agents', partners' or Affiliates'), or to recommend, assign or otherwise transfer or deal in such Corporate Opportunity with Persons other than the Employer.

(b) During and after the Employment Period, the Employee shall not use or disclose the Employer's Confidential Information to solicit, induce, or encourage any other employee of the Employer to leave their employment, to the extent such solicitation would involve the use or disclosure of the Employer's trade secrets or other Confidential Information.

(c) During the Employment Period and for a period of one year thereafter, the Employee shall not, directly or indirectly, use the Employer's Confidential Information to induce, attempt to induce or knowingly encourage any Customer (as defined below) of the Employer to divert any business or income from the Employer, or to stop or alter the manner in which it is then doing business with the Employer. The term "Customer" with respect to the Employer shall mean any individual or business firm that is, or within the prior 24 months was, a customer or client of the Employer, or whose business was actively solicited by the Employer at any time, regardless of whether such customer or client was generated, in whole or in part, by the Employee's efforts.

During the Employment Period and for two years thereafter, the Employer and its executive officers, on the one hand, and the Employee, on the other hand (hereinafter referred to as "Protected Persons"), shall not make any defamatory or disparaging statement concerning (i)

in the case of the Employee, the Employer or its Affiliates, or their respective predecessors and successors, or any of the current or former directors, employees, officers, managers, shareholders, partners, members, agents or representatives of any of the foregoing, and

(ii) in the case of the Employer and its executive officers, the Employee to the extent such statement could be reasonably likely to damage the reputation and/or financial position of any of the Protected Persons. Notwithstanding the foregoing, nothing herein shall or shall be deemed to prevent or impair the Employee from (i) testifying truthfully in any legal or administrative proceeding if such testimony is compelled or requested, (ii) making competitive-type statements that are normal and customary for the industry in the context of product or service comparisons and the like, (iii) making good faith statements in the good faith performance of the Employee's duties for the Employer or its Affiliates, or (iv) engaging in protected concerted activity or exercising rights under the National Labor Relations Act.

(d) The Employee acknowledges that the provisions of Sections 10 and 11 are reasonable and necessary to protect the continuing interests of the Employer, and any violation of Sections 10 and 11 will result in irreparable injury to the Employer, the exact amount of which will be difficult to ascertain, and that the remedies at law for any such violation would not reasonably or adequately compensate the Employer for such violation. Accordingly, the Employee agrees that if the Employee violates any of the provision of Sections 10 and 11, in addition to any other remedy that may be available at law or in equity, the Employer shall be entitled to seek specific performance and injunctive relief, without the necessity of proving actual damages or posting of a bond or other security.

10. Damages For Improper Termination With Cause. If the Employer terminates this Agreement and the Employee's employment hereunder for Cause, but it subsequently is determined by a court of competent jurisdiction, as the case may be, that the Employer did not have Cause for the termination, then for purposes of this Agreement, the Employer's decision to terminate shall be deemed to have been a termination without Cause, and the Employer shall be obligated to pay the Severance Benefits specified under Section 6(c), and, subject to Section 24 hereof, only that amount.

11. Arbitration.

Except as provided in Section 13(b) below and except for any claim or claims that cannot be arbitrated as a matter of law, any controversy or dispute arising out of, based upon, or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, or arising out of, based upon, or relating in any way to the Employee's employment or association with the Employer, or termination of the same, including, without limiting the generality of the foregoing, any questions regarding whether a particular dispute is arbitrable, and any alleged violation of statute, common law or public policy, including, but not limited to, any state or federal statutory claims, shall be submitted to final and binding arbitration in Orange County, California, in accordance with the JAMS Employment Arbitration Rules and Procedures , before a single neutral arbitrator selected from the JAMS panel, or if JAMS is no longer able to supply the arbitrator, such arbitrator shall be selected from the American Arbitration Association, in accordance with its National Rules for the Resolution of Employment Disputes(the arbitrator selected hereunder, the "Arbitrator"). Provisional injunctive relief may, but need not, be sought by either party to this Agreement in a court of law while arbitration proceedings are pending, pursuant to California Code of Civil Procedure section 1281.8, and any provisional injunctive relief granted by such

court shall remain effective until the matter is finally determined by the Arbitrator. Final resolution of any

dispute through arbitration may include any remedy or relief which the Arbitrator deems just and equitable, including any and all remedies provided by applicable state or federal statutes. At the conclusion of the arbitration, the Arbitrator shall issue a written decision that sets forth the essential findings and conclusions upon which the Arbitrator's award or decision is based. Any award or relief granted by the Arbitrator hereunder shall be final and binding on the parties hereto and may be enforced by any court of competent jurisdiction. To the extent permitted by law, the arbitrator's fees and arbitration expenses and any other costs associated with the arbitration or arbitration hearing that are unique to arbitration will be borne equally by each party. The parties shall each pay their own deposition, witness, expert and attorneys' fees and other expenses as and to the same extent as if the matter were being heard in court, *provided* that the arbitrator may in its discretion award such costs to the prevailing party if it determines that to be appropriate in accordance with applicable law.

(e) Notwithstanding the foregoing, the Employee agrees that it would be difficult to measure any damages caused to the Employer which might result from any breach by the Employee of the covenants set forth in Sections 10, 11, 14 or 15, and that in any event, money damages would be an inadequate remedy for any such breach. Accordingly, if the Employee has breached, breaches, or proposes to breach Sections 10, 11, 14 or 15, the Employer shall be entitled, in addition to all other remedies such party may have, to a temporary, preliminary or permanent injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to the non-breaching party from any court having competent jurisdiction over either party.

The parties hereto expressly agree that each may bring and pursue Claims against the other only in their individual capacities, and not on behalf of, with respect to, joined with, and/or as a part of, any class action, collective action, and/or representative action, except as expressly set forth herein or unless such waiver is not permitted by applicable law. The parties hereto agree that in the event Employee brings a Claim under the California Private Attorneys General Act of 2004, Employee may pursue Claims and seek remedies as a representative of the California Labor & Workforce Development Agency, but only based on alleged violations of law personally suffered by Employee, and any such individual PAGA Claims must be arbitrated consistent with this Arbitration provision. If Employee suffered an alleged violation of law, Employee may request that the arbitrator award any remedies available under the law for the violation personally experienced by Employee. However, Employee may not seek to represent other employees, or join the Claims of other employees, or obtain remedies for alleged legal violations suffered by other employees, even if Employee claims to have suffered the same type of alleged legal violations. The parties hereto further agree that Employee may not participate in, or seek to be covered by or benefit from, a class action, collective action, or representative action asserting Claims covered by this Arbitration provision if filed by another employee. If any Party brings a Claim as a plaintiff, or participates as a member of or person to be covered by a class action, collective action, or representative action, or challenges the enforceability of this provision, the parties hereto agree that a court, not an arbitrator, shall determine what Claims are subject to the duty to arbitrate and whether any Claims must proceed on a class, collective, joint, and/or representative basis. If the court determines that any Claims must proceed on a class or collective basis, or that any Claims arising from alleged unlawful acts or violations not

personally committed against or suffered by Employee have been asserted, then those Claims, if allowed, may only proceed in court, not in arbitration. Such Claims shall be dismissed by the court to the fullest

extent allowed by law; if the Claims cannot be dismissed by the court, the Claims will be stayed pending the conclusion of the arbitration between the parties hereto.

(f) The parties hereto voluntarily agree that Employer is engaged in transactions involving interstate commerce, and this Arbitration provision shall be subject to the substantive and procedural provisions of the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq.

(g) THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL, INCLUDING ANY RIGHTS TO TRIAL BY JURY, IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE PROVISION OF SERVICES UNDER THIS AGREEMENT.

12. Cooperation. Upon the receipt of reasonable notice from the Employer (including from outside counsel to the Employer), the Employee agrees that while employed by the Employer and for up to two years after the termination of the Employee's employment for any reason, the Employee will respond and provide information with regard to matters in which the Employee has knowledge as a result of the Employee's employment with the Employer, and will provide reasonable assistance to the Employer, its Affiliates and their respective representatives in defense of any claims that may be made against the Employer or its Affiliates, and will assist the Employer and its Affiliates in the prosecution of any claims that may be made by the Employer or its Affiliates, to the extent that such claims may relate to the period of the Employee's employment with the Employer; provided, that with respect to periods after the termination of the Employee's employment, the Employer shall reimburse the Employee for any reasonable out-of-pocket expenses incurred in providing such assistance and, with respect to any period in which the Employee is required to provide more than ten hours of assistance per week after Employee's termination of employment but is not receiving severance payments from the Employer or its Affiliates, and is not testifying, the Employer shall pay the Employee a reasonable amount of money for Employee's services at a reasonable rate agreed to between the Employer and the Employee; and provided further that after the Employee's termination of employment with the Employer, such assistance shall not unreasonably interfere with the Employee's business or personal obligations. The Employee agrees to promptly inform the Employer if the Employee becomes aware of any lawsuits involving such claims that may be filed or threatened against the Employer or its Affiliates. The Employee also agrees to promptly inform the Employer (to the extent the Employee is legally permitted to do so) if the Employee is asked to assist in any investigation of the Employer or its Affiliates (or their actions), regardless of whether a lawsuit or other proceeding has then been filed against the Employer or its Affiliates with respect to such investigation, and shall not do so unless legally required.

Disclosure and Assignment of Inventions and Improvements. Without prejudice to any other duties express or implied imposed on the Employee hereunder it shall be part of the Employee's normal duties to consider in what manner and by what methods or devices the products, services, processes, equipment or systems of the Employer and any customer or vendor of the Employer would reasonably be expected to be improved and promptly to give to the Chief

Executive Officer of the Employer or Employee's designee full details of any improvement, invention, research, development, discovery, design, code, model, suggestion or innovation

(collectively called "Work Product"), which the Employee (alone or with others) may make, discover, create or conceive in the course of the Employee's employment. The Employee acknowledges that the Work Product is the property of the Employer. To the extent that any of the Work Product is capable of protection by copyright, the Employee acknowledges that it is created within the scope of the Employee's employment and is a work made for hire. To the extent that any such material may not be a work made for hire, the Employee hereby assigns to the Employer all rights in such material. To the extent that any of the Work Product is an invention, discovery, process or other potentially patentable subject matter (the "Inventions"), the Employee hereby assigns to the Employer all right, title, and interest in and to all Inventions . The Employer acknowledges that the assignment in the preceding sentence does not apply to an Invention that the Employee develops entirely on Employee's own time without using the Employer's equipment, supplies, facilities or trade secret information, except for those Inventions that either:

(i) relate at the time of conception or reduction to practice of the Invention to the Employer's business, or actual or demonstrably anticipated research or development of the Employer, or

(ii) result from any work performed by the Employee for the Employer.

Execution of this Agreement constitutes the Employee's acknowledgment of receipt of written notification of this Section 15 and of notice of the general exception to assignments of Inventions provided under the Uniform Employee Patents Act, in the form adopted by the state having jurisdiction over this Agreement or provision, or any comparable applicable law.

13. Representations and Warranties; Advice of Counsel.

(a) The Employee represents and warrants that (i) Employee is under no contractual or other obligation that would prevent Employee from accepting the Employer's offer of employment as set forth herein, (ii) Employee has the full right, authority and capacity to enter into this Agreement and to perform Employee's obligations hereunder, (iii) the execution of this Agreement and the performance of Employee's obligations hereunder will not breach or be in conflict with any other agreement to which the Employee is a party or is bound, and (iv) the Employee is not now subject to, and has not previously violated, any covenants against competition, solicitation, hire or similar covenants, any court order or other legal obligation, or other agreement that would affect the performance of Employee's obligations hereunder or would otherwise conflict with, prevent or restrict the full performance of Employee's duties and obligations to the Employer or any of its Affiliates before, during or after the Employment Period. The Employee covenants that Employee will not disclose or use on behalf of the Employer or its Affiliates any proprietary information of a third party without such party's consent.

Prior to execution of this Agreement, the Employee was advised by the Employer of the Employee's right to seek independent advice from an attorney of the Employee's own selection regarding this Agreement. The Employee acknowledges that the Employee has entered into this Agreement knowingly and voluntarily and with full knowledge and understanding of the

provisions of this Agreement after being given the opportunity to consult with counsel. The Employee further represents that in entering into this Agreement, the Employee is not relying on any statements or representations made by any of the directors, officers, employees or agents of the

Employer or any of its Affiliates which are not expressly set forth herein, and that the Employee is relying only upon the Employee's own judgment and any advice provided by the Employee's attorney.

14. Entire Agreement. This Agreement (and the documents memorializing the equity awards) are intended by the parties to be the final expression of their agreement with respect to the employment of the Employee by the Employer and may not be contradicted by evidence of any prior or contemporaneous agreement (including, without limitation any term sheet, offer letter or similar agreement entered into between the Employer or any Affiliate and the Employee). The parties further intend that this Agreement (and the documents memorializing the equity awards) shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding to vary the terms of this Agreement.

15. No Other Representations. Except as expressly provided in this Agreement, (i) no person or entity has made or has the authority to make any representations or promises on behalf of any of the parties which are inconsistent with the representations or promises contained in this Agreement, and (ii) this Agreement has not been executed in reliance on any representations or promises not set forth herein. Specifically, no promises, warranties or representations have been made by anyone on any topic or subject matter related to the Employee's relationship with the Employer or any of its Affiliates or any of their executives or employees, including but not limited to any promises, warranties or representations regarding future employment, compensation, benefits, any entitlement to equity interests in the Employer or any of its Affiliates or regarding the termination of the Employee's employment. In this regard, the Employee agrees that no promises, warranties or representations shall be deemed to be made in the future unless they are set forth in writing and signed by an authorized representative of the Employer.

16. Amendments. This Agreement may be modified only by agreement of the parties by a written instrument executed by the parties that is designated as an amendment to this Agreement.

17. Severability and Non-Waiver/Survival. Any provision of this Agreement (or portion thereof) which is deemed invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction and subject to this Section 20, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions thereof in such jurisdiction or rendering such provision or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction. If any covenant should be deemed invalid, illegal or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable. No waiver of any provision or violation of this Agreement by the Employer shall be implied by the Employer's forbearance or failure to take action. The expiration or termination of the Employment Period and this Agreement shall not impair the rights or obligations of any party hereto which shall have accrued hereunder prior to such expiration or termination.

Successor/Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, executors, administrators, successors, and

assigns, provided, however, that the Employee may not assign any or all of Employee's rights or duties hereunder. The Employee shall be entitled, to the extent permitted under applicable law, to select and change a beneficiary or beneficiaries to receive any compensation or benefit hereunder following the Employee's death by giving written notice thereof. In the event of the Employee's death or a judicial determination of Employee's incompetence, references in this Agreement to the Employee shall be deemed, where appropriate, to refer to Employee's beneficiary, estate or other legal representative.

18. Voluntary and Knowledgeable Act. The Employee represents and warrants that the Employee has read and understands each and every provision of this Agreement and has freely and voluntarily entered into this Agreement.

19. Choice of Law. This Agreement shall be construed and enforced under and be governed as to its validity and effect by the laws of the State of California without regard to the conflict of laws principles thereof.

20. Attorneys' Fees. If any dispute between the parties should result in litigation or arbitration, the prevailing party in such dispute shall be entitled to recover from the other party all reasonable out-of-pocket fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment, to the extent permitted by law. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment and an award of prejudgment interest from the date of the breach at the maximum rate of interest allowed by law. For the purposes of this Section 24: (a) attorneys' fees include, without limitation, fees incurred in the following: (i) post-judgment motions; (ii) contempt proceedings; (iii) garnishment, levy, and debtor and third party examinations; (iv) discovery and (v) bankruptcy litigation, and (b) "prevailing party" means the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.

Notices. Except as otherwise provided for herein, all notices and other communications provided for hereunder shall be in writing (including facsimile communication and electronic mail) and mailed (via registered or certified mail), telecopied or delivered to the party for whom it is intended at the address, telecopier number or e-mail address set forth below or, as to each party, at such other address as designated by that party in a written notice to the other parties. All notices and communications shall be deemed to have been validly served, given or delivered (i) if personally delivered, upon receipt or refusal to accept delivery, (ii) if sent via facsimile, upon mechanical confirmation of successful transmission thereof generated by the sending facsimile machine and a same-day copy by email, (iii) if sent by a commercial overnight courier for delivery on the next business day, on the first business day after deposit with such

courier service (or the second business day if sent to an address not in the United States), (iv) if sent by registered or certified mail, three days after deposit thereof in the United States mail, or

(v) if sent by electronic mail, one business day after transmission when directed to the appropriate e-mail address (provided that the party giving notice must verify the e-mail address of the recipient prior to transmission):

(a) if to the Employee, to Employee at Employee's most recent address in the Employer's records,

(b) If to the Employer, to:

Alignment Healthcare USA, LLC
1100 Town & Country Road, Suite 1600 Orange, CA 92868
Facsimile: (844) 320-2247
E-mail: LegalNotices@ahcusa.com Attention: Legal
Department

or to such other address as the recipient party to whom notice is to be given may have furnished to the other party in writing in accordance herewith.

22. Descriptive Headings; Nouns and Pronouns. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice-versa.

Non-Qualified Deferred Compensation. To the extent applicable, this Agreement shall be interpreted in accordance with Section 409A of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), and Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof; provided that no amendment or action shall accelerate or defer any payment in a manner that would violate Section 409A, and Employer shall use commercially reasonable efforts to administer and structure payments to comply with or be exempt from Section 409A. For purposes of Section 409A of the Code, each of the payments that may be made hereunder is designated as a separate payment and, for the avoidance of doubt and without limiting the foregoing, the Employee's right to receive installment payments pursuant to Section 6(c) shall be treated as a right to receive a series of separate and distinct payments. To the extent that any reimbursement of expenses or in-kind benefits constitutes "deferred compensation" under Section 409A of the Code, such reimbursement or benefit shall be provided no later than December 31 of the year following the year in which the expense was incurred. The reimbursements under this Agreement are not subject to liquidation or exchange for another benefit, and the amount of expenses reimbursed in one taxable year shall not affect the amount eligible for reimbursement in any other taxable year. Notwithstanding any provision of this Agreement to the contrary, in the event that the Employer determines that any amounts payable hereunder will be immediately taxable to the Employee under Section 409A of the Code and related Department of Treasury guidance, the Employer reserves the right (without any obligation to do so or to indemnify the Employee for failure to do so) to (a) adopt such

amendments to this Agreement and appropriate policies and procedures, including amendments and policies with retroactive effect, that the Employer

determines necessary or appropriate to preserve the intended tax treatment of the benefits provided by this Agreement, to preserve the economic benefits of this Agreement and to avoid less favorable accounting or tax consequences for the Employer and/or (b) take such other actions as the Employer determine necessary or appropriate to exempt the amounts payable hereunder from Section 409A of the Code and related Department of Treasury guidance, or to comply with the requirements of Section 409A of the Code and related Department of Treasury guidance, including such Department of Treasury guidance and other interpretive materials as may be issued after the date hereof, and avoid the applicable of penalty taxes thereunder. No provision of this Agreement shall be interpreted or construed to transfer any liability for failure to comply with the requirements of Section 409A of the Code from the Employee or any other individual to the Employer or any of its Affiliates, employees or agents. To the extent any amounts under this Agreement are payable by reference to Employee's "termination of employment," such term and similar terms shall be deemed to refer to Employee's "separation from service," within the meaning of Section 409A of the Code. Notwithstanding any other provision in this Agreement, to the extent any payments hereunder constitute nonqualified deferred compensation, within the meaning of Section 409A of the Code, then if the Employee is a specified employee (within the meaning of Section 409A of the Code) as of the date of Employee's separation from service, each such payment that is payable upon the Employee's separation from service and would have been paid prior to the six-month anniversary of Employee's separation from service, shall be delayed until the earlier to occur of

(i) the first day of the seventh month following the Employee's separation from service or (ii) the date of the Employee's death.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the date first written above.

ALIGNMENT HEALTHCARE USA, LLC

By: /s/ John Kao
Name: John Kao
Title: Chief Executive Officer

/s/ Mark Kent
Mark Kent, individually

**EMPLOYMENT AGREEMENT BETWEEN
ALIGNMENT HEALTHCARE USA, LLC AND
JOSEPH S. KONOWIECKI
May 12, 2026**

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into effective as of May 12, 2026 (the “Effective Date”), by and between Alignment Healthcare USA, LLC, a California corporation (the “Employer”), and Joseph S. Konowiecki (the “Employee”).

WHEREAS, the Employer desires to employ the Employee, and the Employee desires to accept such employment, on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. Definitions. Generally, defined terms used in this Agreement are defined in the first instance in which they appear herein. In addition, the following terms and phrases have the following meanings:

“Affiliate” means, when used with reference to a specified Person, (a) any Person who directly or indirectly controls, is controlled by or is under common control with the specified Person, (b) any Person who is an officer, director, partner, member, manager or trustee of, or serves in a similar capacity with respect to, the specified Person, or for which the specified Person is an officer, director, partner, member or manager or trustee or serves in a similar capacity, (c) any Person who, directly or indirectly, is the beneficial owner of 10% or more of any class of equity securities of the specified Person, or of which the specified Person, directly or indirectly, is the owner of 10% or more of any class of equity securities and (d) any member of such specified Person’s immediate family.

“Board” means the board of directors of Alignment Healthcare, Inc. or any other Person the Board has appointed or delegated authority.

“Cause” means the Employee’s:

(i) failure to devote substantially all Employee’s working time to the business of the Employer and its Affiliates;

(ii) failure to abide by the code of conduct or other policies (including, without limitation, policies relating to confidentiality and reasonable workplace conduct) of the Employer;

(iii) violation or breach of the provisions, representations or covenants of Sections 10, 11, 15 or 16(a);

(iv) theft, dishonesty, willful or gross misconduct, breach of fiduciary duty, falsification of any Employer documents or records, or misrepresentation(s) to the Employer;

(v) Employee’s unauthorized use, misappropriation, destruction or diversion of any tangible or intangible asset or corporate opportunity of the Employer or its Affiliates (including, without limitation, Employee’s improper use or disclosure of the Employer’s or any Affiliates’ confidential or proprietary information);

(vi) any act by Employee which has a material detrimental effect on the Employer's reputation or business;

(vii) Employee's failure or inability (other than due to Employee's Disability) to perform any reasonable and lawful assigned duties consistent with Employee's position ;

(viii) material breach by Employee of this Agreement or its exhibits or any other agreement between Employee and the Employer;

(ix) commission of any act of fraud, theft or financial dishonesty, or any felony or criminal act involving moral turpitude;

(x) engaging in any discriminatory or sexually harassing behavior ; or

(xi) unlawful use (including being under the influence) of alcohol or drugs or possession of illegal drugs while on the premises of the Employer or any of its Affiliates or while performing duties and responsibilities to the Employer and its Affiliates.

Solely to the extent that the Board determines in its sole discretion that the Cause conduct is curable, Employee shall have five (5) business days after receipt of written notice (in accordance with Section 26 hereof and stating in reasonable detail the facts or circumstances giving rise to Cause) that the Employer believes it has grounds to terminate Employee's employment for Cause to entirely cure the Cause conduct under subsections (i) through (viii) above and its consequences to the satisfaction of the Board and thereby avoid termination of Employee's employment for Cause if so determined by the Board in its sole discretion.

During any time period when the Employer believes that (or is in the process of investigating whether) Employee may have committed an act of Cause (or has committed an act which could result in constituting Cause under any of the above subsections), the Employer may in its discretion place Employee on a leave of absence and/or preclude Employee from utilizing Employer or Affiliate resources or having access to Employer premises. If after Employee's termination of employment for any reason other than Cause, the Employer discovers that Employee's employment could have been terminated for Cause, then the Employer may in its discretion recharacterize such termination as a termination for Cause .Employer will give written notice of such recharacterization in accordance with Section 26 hereof.

"Confidential Information" means all proprietary and other information relating to the business and operations of the Employer and its Affiliates, which has not been specifically designated for release to the public by an authorized representative of the Employer or one of its Affiliates, including, but not limited to the following: (i) information, observations, procedures and data concerning the business or affairs of the Employer or any of its Affiliates; (ii) products or services; (iii) costs and pricing structures; (iv) analyses; (v) drawings, photographs and reports; (vi) computer software, including operating systems, applications and program listings; (vii) flow charts, manuals and documentation; (viii) data bases; (ix) accounting and business methods; (x) inventions, devices, new developments, methods and processes, whether patentable or unpatentable and whether or not reduced to practice; (xi) customers, vendors, suppliers and customer, vendor and

supplier lists; (xii) business goals, plans, techniques and strategies; (xiii) other copyrightable works; (xiv) all production methods, processes, technology and trade secrets;

and (xv) all similar and related information in whatever form. Confidential Information also includes any information that the Employer or any of its Affiliates have received, or may receive hereafter, belonging to customers or other third parties with any understanding, express or implied, that the information would not be disclosed. Confidential Information will not include any information that has been published in a form generally available to the public prior to the date the Employee proposes to disclose or use such information (through no wrongful act of the Employee). Confidential Information will not be deemed to have been published merely because individual portions of the information have been separately published, but only if all material features comprising such information have been published in combination.

“Disability” means the Employee’s inability, due to physical or mental illness or disability, to perform the essential functions of Employee’s employment with the Employer, even with reasonable accommodation that does not impose an undue hardship on the Employer, for more than 60 consecutive days, or for any 90 days within any one year period, unless a longer period is required by federal or state law, in which case such longer period will be applicable. The Employer reserves the right, in good faith, to make the determination of Disability under this Agreement based on information supplied by the Employee and/or Employee’s medical personnel, as well as information from medical personnel selected by the Employer or its insurers.

“Employer” has the meaning set forth in the preamble; provided that, for purposes of Sections 8 through 15, “Employer” includes Alignment Healthcare, Inc. and all of its Subsidiaries and Affiliates.

“Good Reason” shall exist if, without Employee’s written or oral consent, Employer materially breaches a financial obligation of this Agreement; *provided, however*, that Good Reason shall not exist so long as Employee maintains an equivalent salary or title possessed at Employer or any affiliate immediately before any claim of Good Reason, or a higher salary or title at Employer or any affiliate; and provided further that, Good Reason shall not exist if Cause exists. Employee may terminate employment hereunder for Good Reason within sixty (60) days following the occurrence of any condition constituting Good Reason, provided however that Employee has first provided written notice to Employer specifying in reasonable detail and satisfactory to Employer the condition giving rise to Good Reason, Employee has provided Employer with a period of sixty (60) days to remedy the condition (and the notice so specifies), and Employer has failed to remedy the condition within this sixty (60) day period.

“Person” shall be construed broadly and shall include, without limitation, an individual, a partnership, an investment fund, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization and a governmental entity or any department, agency or political subdivision thereof.

“Subsidiary” or “Subsidiaries” of any Person means any corporation, partnership, joint venture or other legal entity of which such Person (either alone or through or together with any other Person), owns, directly or indirectly, 50% or more of the stock or other equity interests which are generally entitled to vote for the election of the board of directors or other governing body of such corporation or other legal entity.

“Termination Date” means the effective date of the termination of the Employee’s employment hereunder, which (i) in the case of termination due to resignation by the Employee without Good Reason, shall mean the date that is 90 days following the date of the Employee’s written notice to the Employer of Employee’s resignation, or in the case of resignation by the Employee with Good Reason, shall mean the date on which the sixty (60)-day period for Employer to remedy the applicable condition giving rise to Good Reason has lapsed, provided, however, that in each case the Employer may accelerate the Termination Date; ii) in the case of termination by reason of the Employee’s death, shall mean the date of death; (iii) in the case of termination by reason of Disability, shall mean the date specified in the notice of such termination delivered to the Employee by the Employer; (iv) in the case of a termination by the Employer for Cause or without Cause, shall mean the date specified in the written notice of such termination delivered to the Employee by the Employer, except to the extent set forth in this Agreement; (iv) in the case of termination by mutual agreement, shall mean the date mutually agreed to by the parties hereto; or (v) in the case of termination due to either party’s delivery to the other party of a Notice of Nonrenewal pursuant to Section 2, shall mean the next scheduled Renewal Date to which the Notice of Nonrenewal relates.

2. Employment. The Employer shall employ the Employee, and the Employee accepts employment with the Employer, upon the terms and conditions set forth in this Agreement. The initial term of this Agreement (the “Initial Term”) shall commence on the Effective Date and end on the first annual anniversary of the Effective Date; *provided, however*, that on the first annual anniversary of the Effective Date and each annual anniversary thereafter (each, a “Renewal Date”), the term of this Agreement shall be extended by one additional year (each, an “Extension Term,” and collectively with the Initial Term, the “Employment Period”) unless either party gives written notice to the other within 90 days in advance of the next scheduled Renewal Date that it does not wish to extend the Employment Period (such notice, a “Notice of Nonrenewal”); and *provided, further*, that the Employment Period may be sooner terminated as provided herein.

Position and Duties. During the Employment Period, the Employee shall be employed by Employer on a full-time basis with the title determined exclusively by the Employer, initially as Executive Vice President – Corporate Affairs, reporting to the Chief Executive Officer of Employer, or his or her designee as determined in the sole and absolute discretion of the Chief Executive Officer of Employer. Subject to the power and discretion of the Chief Executive Officer of Employer or the Board to modify such duties, position, title, reporting structure, and/or situs of employment, Employee shall have the usual and customary duties, responsibilities, and authority of such position as reasonably may be assigned to Employee by Employer from time to time and perform such other duties and responsibilities on behalf of Employer as reasonably may be directed by the Employer, including, if elected or appointed thereto, serving as an officer and/or member of the board or any Subsidiary or Affiliate of the Employer as reasonably requested by the Employer and its Affiliates, in each case, without additional compensation hereunder. The Employee hereby accepts such employment and positions and agrees to diligently and conscientiously devote Employee’s full and exclusive business time, attention, and best efforts in discharging and fulfilling Employee’s duties and responsibilities hereunder. The Employee shall comply with the Employer’s policies and procedures and the direction and instruction of the Board and the Employee shall not engage in any

business activity which, in the reasonable judgment of the Board, conflicts with the duties of the Employee hereunder, whether or not such activity is pursued for gain, profit or other pecuniary advantage.

3. Compensation.

(a) Salary. During the Employment Period, the Employer shall pay the Employee base salary at the rate of \$700,000 per annum (as may be increased from time to time at the discretion of the Employer, the "Base Salary"), less applicable deductions and withholdings.

(b) Performance Bonus. In addition to the Base Salary, during the Employment Period, the Employee shall be eligible to receive a cash bonus (the "Bonus") with respect to each calendar year. The amount of the Bonus, if any, payable in respect of any calendar year will be determined based on the achievement of the Employer's performance metrics, achievement of performance goals established for the Employee, or a combination of the foregoing. The target Bonus amount (the "Target Bonus Percentage") and the maximum Bonus amount (the "Maximum Bonus Percentage") in respect of each calendar year will equal 85% and 170%, respectively, of the Base Salary payable to the Employee for such year. The Bonus in respect to any calendar year shall be prorated for partial years. A Bonus will not be paid for the calendar year in which the Employee initiates employment with the Employer if the Employee's start date occurs on or after October 1. Employee understands that the Bonus is payable under the terms of the Employer's annual incentive plan, the terms of which are subject to approval annually by the Board. Among other things, the Board may determine that a portion of the Bonus shall be withheld and not paid on the initial Bonus payment date and that all or some portion of such withheld amount shall be paid out on a later date, subject to the achievement of certain corporate, departmental or individual performance goals. As a condition to receiving the Bonus, the Employee must be an employee of Employer in good standing as of the applicable Bonus payment date.

(c) Initial Equity Grant. The Employee will also be eligible to receive on the Grant Date (defined below) (i) a number of restricted stock units of Alignment Healthcare, Inc. ("Parent") equal to One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) divided by the closing per share price of Parent's common stock on the Nasdaq Stock Market on the Grant Date (the "RSU Grant") and (ii) a number of performance share units ("PSUs") of Parent equal to One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000) divided by the closing per share price of Parent's common stock on the Nasdaq Stock Market on the Grant Date (the "PSU Grant"). The "Grant Date" for the foregoing awards will be the first Wednesday of the calendar month following the Employee's start date (or on the next trading day thereafter if Parent's stock does not trade on the Nasdaq Stock Market on such date). The RSU Grant will vest in approximately equal installments of thirty-three and one third percent ($33\frac{1}{3}\%$) on each of March 13, 2027, 2028 and 2029. The PSU Grant will have the same performance metrics as the performance awards granted to other senior executives in March 2026 (which metrics are summarized on Schedule 1 attached hereto but will be more specifically set out in a form of award agreement to be provided by the Company); provided, however, that notwithstanding the date of certification of achievement of the performance metrics by the Board, the vesting date for the PSU Grant will be March 13, 2029. The foregoing equity awards shall be subject to approval by the Board (or a committee thereof) and shall be further subject to the terms of the Equity Plan and the terms of the applicable award agreement.

Annual Equity Grant. The Employee shall be eligible to receive an annual equity grant (the “Annual Equity Grant”) with an initial target value of Two Million Five Hundred Thousand Dollars (\$3,500,000), subject to review and approval by the Board or a committee

thereof, at the same time or times as other senior management; The specific form, terms, and conditions of the Annual Equity Grant, including but not limited to the type of equity (e.g., stock options, restricted stock units, performance share units or other equity instruments), the vesting schedule, and any performance criteria, shall be consistent with annual equity grants awarded to other members of senior management and as determined at the sole discretion of the Board and shall be granted in accordance with the Equity Plan and any other policies or guidelines established by the Board. The target value of the Annual Equity Grant shall be reviewed annually by the Board and may be adjusted, at the Board's discretion, based on the Employee's performance, the Company's performance, and other factors deemed relevant by the Board. The Employee acknowledges and agrees that the target value of the Annual Equity Grant does not constitute a guarantee of any specific grant amount or value, and that the final determination of the Annual Equity Grant shall be subject to the Board's approval.

(d) Employee Benefits. During the Employment Period, the Employee and his eligible dependents and beneficiaries will be eligible to participate in the Employer's retirement, health and welfare benefits plans, which shall be subject to the Employer's policies and practices and the terms of the applicable benefit plans and arrangements as in effect from time to time. The Employee shall accrue paid time off at the rate of five (5) weeks per twelve (12) months of employment.

(e) Reimbursements. The Employer shall reimburse the Employee for all reasonable and necessary business-related expenses incurred by Employee in the course of performing Employee's duties under this Agreement which are consistent with the Employer's policies in effect from time to time with respect to travel, entertainment and other business expenses, subject to the Employer's requirements with respect to reporting and documentation of such expenses.

(f) Deductions and Withholding. The Employer shall deduct from any payments to be made by it to or on behalf of the Employee under this Agreement any amounts required to be withheld in respect of any federal, state or local income or other taxes.

(g) Annual Review of Base Salary and Bonus Percentages. The Board (or the Compensation Committee of the Board) shall undertake a review of rate of Base Salary and the Target Bonus Percentage and Maximum Bonus Percentage (the "Bonus Percentages") not less frequently than annually during the Employment Period and may increase, but not decrease, the rate of Base Salary and the Bonus Percentages from those then in effect.

4. Termination of Employment. The Employee's employment under this Agreement shall be terminated upon the earliest to occur of the following events:

Termination for Cause. The Employer may in its sole discretion terminate this Agreement and the Employee's employment hereunder for Cause at any time and with or without advance notice to the Employee. Written notice (in accordance with Section 26 hereof) shall be provided to Employee within 30 calendar days after the Termination Date, and shall state in reasonable detail the facts or circumstances giving rise to Cause.

(a) Termination without Cause. The Employer may terminate this Agreement and the Employee's employment hereunder without Cause at any time, with or without notice, for any reason or no reason (and no reason need be given).

(b) Mutual Agreement. This Agreement and the Employee's employment hereunder may be terminated by the mutual written agreement of the Employer and the Employee.

(c) Termination by Death or Disability. This Agreement and the Employee's employment hereunder shall automatically terminate upon the Employee's death or Disability.

(d) Resignation. The Employee may terminate this Agreement and Employee's employment hereunder without Good Reason upon 90 days advance written notice to the Employer. In addition, the Employee may terminate this Agreement and Employee's employment hereunder with Good Reason as set forth in this Agreement.

(e) Nonrenewal. If either party delivers to the other a Notice of Nonrenewal, the Agreement and the Employee's employment hereunder shall automatically terminate as of the next scheduled Renewal Date to which the Notice of Nonrenewal relates.

5. Compensation upon Termination.

(a) General. In the event of the Employee's termination of employment for any reason, the Employee or Employee's estate or beneficiaries shall have the right to receive the following:

(i) the unpaid portion of the Base Salary and paid time off accrued, but unused, and payable through the Termination Date;

(ii) reimbursement for any expenses for which the Employee shall not have been previously reimbursed, as provided in Section 4(f); and

(iii) continuation of health insurance coverage rights, if any, as required under applicable law.

(b) Termination for Cause; Resignation without Good Reason; Mutual Agreement; Nonrenewal by the Employee; Death or Disability.

(i) In the event of the Employee's termination of employment by reason of (A) a termination by the Employer for Cause, (B) resignation by the Employee without Good Reason or (C) mutual agreement, the Employer shall have no current or further obligations (including Base Salary) to the Employee under this Agreement other than as set forth in Section 6(a).

In the event of the Employee's termination of employment by reason of (A) the Employee's death, (B) the Employee's Disability or (C) delivery by the Employee of a Notice of Nonrenewal, the Employer shall have no current or further obligations (including Base Salary) to the

Employee under this Agreement other than as set forth in Section 6(a) and payment of any Bonus for any calendar year preceding the calendar year in which termination occurs which

has not yet been paid, payable at the time bonuses for such calendar year are otherwise payable to senior executives of the Employer ("Prior Year Bonus").

(c) Termination without Cause, Resignation with Good Reason or Nonrenewal by the Employer. In the event of the Employee's termination of employment hereunder at any time on or after the date that is ninety (90) days after the Effective Date, by reason of (i) a termination by the Employer without Cause, (ii) resignation by the Employee with Good Reason or (iii) delivery by the Employer of a Notice of Nonrenewal, the Employer shall pay or provide to the Employee the payments and benefits set forth in Section 6(a) and payment of any Prior Year Bonus. In addition, in the event of any such termination on or after the date that is ninety (90) days after the Effective Date, subject to the Employee's execution and non-revocation of a customary general waiver and release of claims in such form as provided by the Employer (a "Release") in accordance with Section 6(d) and the Employee's continued full performance of obligations under Sections 10 and 11, and in lieu of any severance benefits that may be payable to the Employee under a separate severance agreement or an executive severance plan as a result of such termination, the Employer shall pay or provide to the Employee the following (the "Severance Benefits"):

(i) severance pay in an aggregate amount equal to one and one-half (1.5) times the sum of (1) Base Salary, plus (2) the Target Bonus Percentage, paid in substantially equal installments over the eighteen (18)-month period following the Termination Date in accordance with the Employer's normal payroll practices;

(ii) a pro rata amount of the Bonus, if any, which would have been payable to the Employee for the calendar year in which the Termination Date occurs, determined after the end of the calendar year in which such Termination Date occurs and equal to the amount which would have been payable to the Employee if Employee's employment had not been terminated during such calendar year multiplied by the fraction, the numerator of which is the number of whole months the Employee was employed by the Employer during such calendar year and the denominator of which is 12; it being understood that any pro rata bonus payable under this clause (ii) shall be paid in a lump sum at the time bonuses for such calendar year are otherwise payable to senior executives of the Employer; and

(iii) if the Employee elects COBRA benefits, the Employer shall pay or reimburse the Employee's share of the premium for such COBRA benefits until the earlier of (A) the first annual anniversary of the Termination Date; or (B) the date that the Employee is eligible to receive health benefits through new employment; it being understood that (x) the Employee is required to notify the Employer immediately if Employee begins new employment during such period and to repay promptly any excess benefits contributions made by the Employer; and (y) after the Employer's payment or reimbursement obligation ends, the Employee may continue benefits coverage for the remainder of the COBRA period, if any, by paying the full premium cost of such benefits.

(d) Release Condition. Notwithstanding anything to the contrary in this Agreement, to the extent that any payments due under this Agreement as a result of the

termination of the Employee's employment are subject to the Employee's execution and delivery of a Release,
no such payments shall be made prior to the first normal payroll date of the Employer occurring

on or after the Release Effective Date, (ii) the Employer shall deliver the Release to the Employee within ten business days following the Termination Date, (iii) if the Employee fails to execute the Release on or prior to the Release Expiration Date (as defined below) or the Employee timely revokes Employee's acceptance of the Release within the seven day period following the Release Expiration Date, the Employee shall not be entitled to the Severance Benefits otherwise conditioned on the Release, and (iv) if the Employee executes the Release on or prior to the Release Expiration Date and does not timely revoke Employee's acceptance of the Release within the seven day period following the Release Expiration Date, any Severance Benefits that would otherwise have been paid to the Employee prior to the first normal payroll date of the Employer occurring on or after the Release Effective Date but for clause (i) above shall be paid on the first normal payroll date of the Employer occurring on or after the Release Effective Date. For purposes of this Section 6(d), "Release Expiration Date" shall mean the date that is 21 days following the date upon which the Employer timely delivers the Release to the Employee, or, in the event that termination of the Employee's employment is "in connection with an exit incentive or other employment termination program" (as such phrase is defined in the Age Discrimination in Employment Act of 1967), the date that is 45 days following such delivery date, and "Release Effective Date" shall mean the eighth day following the Release Expiration Date, provided that the Employee executes the Release on or prior to the Release Expiration Date and does not timely revoke Employee's acceptance of the Release within the seven day period following the Release Expiration Date.

(e) Exclusive Remedy. The rights of the Employee set forth in this Section 6 are intended to be the Employee's exclusive remedy for termination and any severance benefits related thereto and, to the greatest extent permitted by applicable law, the Employee waives all other remedies,.

6. Insurance. The Employer or one of its Affiliates may, for its own benefit, maintain "key man" life and disability insurance policies covering the Employee. The Employee will cooperate with the Employer or its Affiliates and provide such information or other assistance, in each case, as they may reasonably request in connection with obtaining and maintaining such policies.

7. The Employee's Termination Obligations. The Employee hereby acknowledges and agrees that all personal property and equipment furnished to or prepared by the Employee in the course of or incident to Employee's employment hereunder belongs to the Employer and shall be promptly returned to the Employer upon termination of the Employee's employment or, at any event, at the Employer's request. The term "personal property" includes, without limitation, all office equipment, laptop computers, cell phones, books, manuals, records, reports, notes, contracts, requests for proposals, bids, lists, blueprints, and other documents, or materials, or copies thereof (including computer files), and all other proprietary and non-proprietary information relating to the business of the Employer. Following termination of Employee's employment hereunder, the Employee will not retain any written or other tangible material containing any proprietary or non-proprietary information of the Employer.

Acknowledgment of Protectable Interests. The Employee acknowledges and agrees that Employee's employment with the Employer involves building and maintaining business

relationships and good will on behalf of the Employer with customers, patients, physicians and other professional contractors, employees and staff, and various providers and users of health care

services; that Employee is entrusted with proprietary, strategic and other confidential information which is of special value to the Employer; and that the foregoing matters are significant interests that the Employer is entitled to protect.

8. Confidential Information. All Confidential Information that comes or has come into the Employee's possession by reason of Employee's employment hereunder is the property of the Employer and shall not be used except in the course of employment by the Employer and for the Employer's exclusive benefit. Further, the Employee shall not, during Employee's employment or thereafter, disclose or acknowledge the content of any Confidential Information to any person who is not an employee of the Employer authorized to possess such Confidential Information. Upon termination of employment, the Employee shall deliver to the Employer all documents, writings, electronic storage devices, and other tangible things containing any Confidential Information and the Employee shall not make or retain copies, excerpts, or notes of such information.

9. Restrictive Covenants.

(a) During the Employment Period, the Employee shall not, directly or indirectly, without written approval by the Board, accept or perform any work, consulting, or other services for any other business entity or for remuneration of any kind. Without limiting the foregoing, during the Employment Period, the Employee shall not, directly or indirectly, without written approval by the Board, engage in activities or businesses (including, without limitation, owning any interest in, managing, controlling, participating in, consulting with, advising, rendering services for, or in any manner engaging in the business of owning, operating or managing any business) that are principally or primarily involved in holding, managing or acquiring investments in the healthcare industry or other similar business in which the Employer is engaged (or so engage with, for or on behalf of any customer of the Employer), provided, however, that neither (i) the passive ownership by the Employee of not more than 2.0% of the outstanding equity securities of a publicly traded company nor (ii) the Employee's ownership of the securities or interests described on Schedule 2 shall constitute a violation of this Section 11(a); provided that the Employee does not otherwise violate this Agreement. If the Employee acquires knowledge of a business venture which may be a business venture or prospective business venture ("Corporate Opportunity") in which the Employer would reasonably be expected to have an interest or expectancy, or otherwise is exploiting any Corporate Opportunity, the Employee shall promptly bring such opportunity to the Employer. The Employee shall not have the right to hold any such Corporate Opportunity for Employee's own account or benefit (or for the account or benefit of Employee's agents', partners' or Affiliates'), or to recommend, assign or otherwise transfer or deal in such Corporate Opportunity with Persons other than the Employer.

(b) During and after the Employment Period, the Employee shall not use or disclose the Employer's Confidential Information to solicit, induce, or encourage any other employee of the Employer to leave their employment, to the extent such solicitation would involve the use or disclosure of the Employer's trade secrets or other Confidential Information.

During the Employment Period and for a period of one year thereafter, the Employee shall not, directly or indirectly, use the Employer's Confidential Information to induce, attempt to induce or knowingly encourage any Customer (as defined below) of the Employer to divert any business or income from the Employer, or to stop or alter the manner in which it is then

doing business with the Employer. The term “Customer” with respect to the Employer shall mean any individual or business firm that is, or within the prior 24 months was, a customer or client of the Employer, or whose business was actively solicited by the Employer at any time, regardless of whether such customer or client was generated, in whole or in part, by the Employee’s efforts.

(c) During the Employment Period and thereafter, the Employee shall not make any defamatory or disparaging statement concerning the Employer or its Affiliates, or their respective predecessors and successors, or any of the current or former directors, employees, officers, managers, shareholders, partners, members, agents or representatives of any of the foregoing (the “Protected Persons”) to the extent such statement could be reasonably likely to damage the reputation and/or financial position of any of the Protected Persons. Notwithstanding the foregoing, nothing herein shall or shall be deemed to prevent or impair the Employee from (i) testifying truthfully in any legal or administrative proceeding if such testimony is compelled or requested, (ii) making competitive-type statements that are normal and customary for the industry in the context of product or service comparisons and the like, (iii) making good faith statements in the good faith performance of the Employee’s duties for the Employer or its Affiliates, or (iv) engaging in protected concerted activity or exercising rights under the National Labor Relations Act.

(d) The Employee acknowledges that the provisions of Sections 10 and 11 are reasonable and necessary to protect the continuing interests of the Employer, and any violation of Sections 10 and 11 will result in irreparable injury to the Employer, the exact amount of which will be difficult to ascertain, and that the remedies at law for any such violation would not reasonably or adequately compensate the Employer for such violation. Accordingly, the Employee agrees that if the Employee violates any of the provision of Sections 10 and 11, in addition to any other remedy that may be available at law or in equity, the Employer shall be entitled to seek specific performance and injunctive relief, without the necessity of proving actual damages or posting of a bond or other security.

10. Damages For Improper Termination With Cause. If the Employer terminates this Agreement and the Employee’s employment hereunder for Cause, but it subsequently is determined by a court of competent jurisdiction, as the case may be, that the Employer did not have Cause for the termination, then for purposes of this Agreement, the Employer’s decision to terminate shall be deemed to have been a termination without Cause, and the Employer shall be obligated to pay the Severance Benefits specified under Section 6(c), and, subject to Section 24 hereof, only that amount.

11. Arbitration.

Except as provided in Section 13(b) below and except for any claim or claims that cannot be arbitrated as a matter of law, any controversy or dispute arising out of, based upon, or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, or arising out of, based upon, or relating in any way to the Employee’s employment or association with the Employer, or termination

of the same, including, without limiting the generality of the foregoing, any questions regarding whether a particular dispute is arbitrable, and any alleged violation of statute, common law or public policy, including, but not limited to, any state or federal statutory

claims, shall be submitted to final and binding arbitration in Orange County, California, in accordance with the JAMS Employment Arbitration Rules and Procedures, before a single neutral arbitrator selected from the JAMS panel, or if JAMS is no longer able to supply the arbitrator, such arbitrator shall be selected from the American Arbitration Association, in accordance with its National Rules for the Resolution of Employment Disputes (the arbitrator selected hereunder, the "Arbitrator"). Provisional injunctive relief may, but need not, be sought by either party to this Agreement in a court of law while arbitration proceedings are pending, pursuant to California Code of Civil Procedure section 1281.8, and any provisional injunctive relief granted by such court shall remain effective until the matter is finally determined by the Arbitrator. Final resolution of any dispute through arbitration may include any remedy or relief which the Arbitrator deems just and equitable, including any and all remedies provided by applicable state or federal statutes. At the conclusion of the arbitration, the Arbitrator shall issue a written decision that sets forth the essential findings and conclusions upon which the Arbitrator's award or decision is based. Any award or relief granted by the Arbitrator hereunder shall be final and binding on the parties hereto and may be enforced by any court of competent jurisdiction. To the extent permitted by law, the arbitrator's fees and arbitration expenses and any other costs associated with the arbitration or arbitration hearing that are unique to arbitration will be borne equally by each party. The parties shall each pay their own deposition, witness, expert and attorneys' fees and other expenses as and to the same extent as if the matter were being heard in court, *provided* that the arbitrator may in its discretion award such costs to the prevailing party if it determines that to be appropriate in accordance with applicable law.

(e) Notwithstanding the foregoing, the Employee agrees that it would be difficult to measure any damages caused to the Employer which might result from any breach by the Employee of the covenants set forth in Sections 10, 11, 14 or 15, and that in any event, money damages would be an inadequate remedy for any such breach. Accordingly, if the Employee has breached, breaches, or proposes to breach Sections 10, 11, 14 or 15, the Employer shall be entitled, in addition to all other remedies such party may have, to a temporary, preliminary or permanent injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to the non-breaching party from any court having competent jurisdiction over either party.

The parties hereto expressly agree that each may bring and pursue Claims against the other only in their individual capacities, and not on behalf of, with respect to, joined with, and/or as a part of, any class action, collective action, and/or representative action, except as expressly set forth herein or unless such waiver is not permitted by applicable law. The parties hereto agree that in the event Employee brings a Claim under the California Private Attorneys General Act of 2004, Employee may pursue Claims and seek remedies as a representative of the California Labor & Workforce Development Agency, but only based on alleged violations of law personally suffered by Employee, and any such individual PAGA Claims must be arbitrated consistent with this Arbitration provision. If Employee suffered an alleged violation of law, Employee may request that the arbitrator award any remedies available under the law for the violation personally experienced by Employee. However, Employee may not seek to represent other employees, or join the Claims of other employees, or obtain remedies for alleged legal violations suffered by other employees, even if Employee claims to have suffered the same type of alleged legal violations. The parties hereto

further agree that Employee may not participate in, or seek to be covered by or benefit from, a class action, collective action, or representative action

asserting Claims covered by this Arbitration provision if filed by another employee. If any Party brings a Claim as a plaintiff, or participates as a member of or person to be covered by a class action, collective action, or representative action, or challenges the enforceability of this provision, the parties hereto agree that a court, not an arbitrator, shall determine what Claims are subject to the duty to arbitrate and whether any Claims must proceed on a class, collective, joint, and/or representative basis. If the court determines that any Claims must proceed on a class or collective basis, or that any Claims arising from alleged unlawful acts or violations not personally committed against or suffered by Employee have been asserted, then those Claims, if allowed, may only proceed in court, not in arbitration. Such Claims shall be dismissed by the court to the fullest extent allowed by law; if the Claims cannot be dismissed by the court, the Claims will be stayed pending the conclusion of the arbitration between the parties hereto.

(f) The parties hereto voluntarily agree that Employer is engaged in transactions involving interstate commerce, and this Arbitration provision shall be subject to the substantive and procedural provisions of the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq.

(g) THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL, INCLUDING ANY RIGHTS TO TRIAL BY JURY, IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER IN CONNECTION WITH ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE PROVISION OF SERVICES UNDER THIS AGREEMENT.

Cooperation. Upon the receipt of reasonable notice from the Employer (including from outside counsel to the Employer), the Employee agrees that while employed by the Employer and after the termination of the Employee's employment for any reason, the Employee will respond and provide information with regard to matters in which the Employee has knowledge as a result of the Employee's employment with the Employer, and will provide reasonable assistance to the Employer, its Affiliates and their respective representatives in defense of any claims that may be made against the Employer or its Affiliates, and will assist the Employer and its Affiliates in the prosecution of any claims that may be made by the Employer or its Affiliates, to the extent that such claims may relate to the period of the Employee's employment with the Employer; provided, that with respect to periods after the termination of the Employee's employment, the Employer shall reimburse the Employee for any reasonable out-of-pocket expenses incurred in providing such assistance and, with respect to any period in which the Employee is required to provide more than ten hours of assistance per week after Employee's termination of employment but is not receiving severance payments from the Employer or its Affiliates, and is not testifying, the Employer shall pay the Employee a reasonable amount of money for Employee's services at a reasonable rate agreed to between the Employer and the Employee; and provided further that after the Employee's termination of employment with the Employer, such assistance shall not unreasonably interfere with the Employee's business or personal obligations. The Employee agrees to promptly inform the Employer if the Employee becomes aware of any lawsuits involving such claims that may be filed or threatened against the Employer or its Affiliates. The Employee also agrees to promptly inform the Employer (to the extent the Employee is legally permitted to do so) if the Employee is asked to assist in any investigation of the Employer or its Affiliates (or their actions), regardless of whether a lawsuit or other proceeding has then been filed against the

Employer or its Affiliates with respect to such investigation, and shall not do so unless legally required.

12. Disclosure and Assignment of Inventions and Improvements. Without prejudice to any other duties express or implied imposed on the Employee hereunder it shall be part of the Employee's normal duties to consider in what manner and by what methods or devices the products, services, processes, equipment or systems of the Employer and any customer or vendor of the Employer would reasonably be expected to be improved and promptly to give to the Chief Executive Officer of the Employer or Employee's designee full details of any improvement, invention, research, development, discovery, design, code, model, suggestion or innovation (collectively called "Work Product"), which the Employee (alone or with others) may make, discover, create or conceive in the course of the Employee's employment. The Employee acknowledges that the Work Product is the property of the Employer. To the extent that any of the Work Product is capable of protection by copyright, the Employee acknowledges that it is created within the scope of the Employee's employment and is a work made for hire. To the extent that any such material may not be a work made for hire, the Employee hereby assigns to the Employer all rights in such material. To the extent that any of the Work Product is an invention, discovery, process or other potentially patentable subject matter (the "Inventions"), the Employee hereby assigns to the Employer all right, title, and interest in and to all Inventions. The Employer acknowledges that the assignment in the preceding sentence does not apply to an Invention that the Employee develops entirely on Employee's own time without using the Employer's equipment, supplies, facilities or trade secret information, except for those Inventions that either:

(i) relate at the time of conception or reduction to practice of the Invention to the Employer's business, or actual or demonstrably anticipated research or development of the Employer, or

(ii) result from any work performed by the Employee for the Employer.

Execution of this Agreement constitutes the Employee's acknowledgment of receipt of written notification of this Section 15 and of notice of the general exception to assignments of Inventions provided under the Uniform Employee Patents Act, in the form adopted by the state having jurisdiction over this Agreement or provision, or any comparable applicable law.

13. Representations and Warranties; Advice of Counsel.

The Employee represents and warrants that (i) Employee is under no contractual or other obligation that would prevent Employee from accepting the Employer's offer of employment as set forth herein, (ii) Employee has the full right, authority and capacity to enter into this Agreement and to perform Employee's obligations hereunder, (iii) the execution of this Agreement and the performance of Employee's obligations hereunder will not breach or be in conflict with any other agreement to which the Employee is a party or is bound, and (iv) the Employee is not now subject to, and has not previously violated, any covenants against competition, solicitation, hire or similar covenants, any court order or other legal obligation, or other agreement that would affect the performance of Employee's obligations hereunder or would otherwise conflict with, prevent or

restrict the full performance of Employee's duties and obligations to the Employer or any of its Affiliates before, during or after the Employment Period.

The Employee covenants that Employee will not disclose or use on behalf of the Employer or its Affiliates any proprietary information of a third party without such party's consent.

(h) Prior to execution of this Agreement, the Employee was advised by the Employer of the Employee's right to seek independent advice from an attorney of the Employee's own selection regarding this Agreement. The Employee acknowledges that the Employee has entered into this Agreement knowingly and voluntarily and with full knowledge and understanding of the provisions of this Agreement after being given the opportunity to consult with counsel. The Employee further represents that in entering into this Agreement, the Employee is not relying on any statements or representations made by any of the directors, officers, employees or agents of the Employer or any of its Affiliates which are not expressly set forth herein, and that the Employee is relying only upon the Employee's own judgment and any advice provided by the Employee's attorney.

14. Entire Agreement. This Agreement (and the documents memorializing the equity awards) are intended by the parties to be the final expression of their agreement with respect to the employment of the Employee by the Employer and may not be contradicted by evidence of any prior or contemporaneous agreement (including, without limitation any term sheet, offer letter or similar agreement entered into between the Employer or any Affiliate and the Employee). The parties further intend that this Agreement (and the documents memorializing the equity awards) shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding to vary the terms of this Agreement.

15. No Other Representations. Except as expressly provided in this Agreement, (i) no person or entity has made or has the authority to make any representations or promises on behalf of any of the parties which are inconsistent with the representations or promises contained in this Agreement, and (ii) this Agreement has not been executed in reliance on any representations or promises not set forth herein. Specifically, no promises, warranties or representations have been made by anyone on any topic or subject matter related to the Employee's relationship with the Employer or any of its Affiliates or any of their executives or employees, including but not limited to any promises, warranties or representations regarding future employment, compensation, benefits, any entitlement to equity interests in the Employer or any of its Affiliates or regarding the termination of the Employee's employment. In this regard, the Employee agrees that no promises, warranties or representations shall be deemed to be made in the future unless they are set forth in writing and signed by an authorized representative of the Employer.

16. Amendments. This Agreement may be modified only by agreement of the parties by a written instrument executed by the parties that is designated as an amendment to this Agreement.

Severability and Non-Waiver/Survival. Any provision of this Agreement (or portion thereof) which is deemed invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction and subject to this Section 20, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions thereof in such jurisdiction or rendering such provision or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction. If any covenant should be deemed invalid, illegal

or unenforceable because its scope is considered excessive, such covenant shall be modified so that the scope of the covenant is reduced only to the minimum extent necessary to render the modified covenant valid, legal and enforceable. No waiver of any provision or violation of this Agreement by the Employer shall be implied by the Employer's forbearance or failure to take action. The expiration or termination of the Employment Period and this Agreement shall not impair the rights or obligations of any party hereto which shall have accrued hereunder prior to such expiration or termination.

17. Successor/Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, executors, administrators, successors, and assigns, provided, however, that the Employee may not assign any or all of Employee's rights or duties hereunder. The Employee shall be entitled, to the extent permitted under applicable law, to select and change a beneficiary or beneficiaries to receive any compensation or benefit hereunder following the Employee's death by giving written notice thereof. In the event of the Employee's death or a judicial determination of Employee's incompetence, references in this Agreement to the Employee shall be deemed, where appropriate, to refer to Employee's beneficiary, estate or other legal representative.

18. Voluntary and Knowledgeable Act. The Employee represents and warrants that the Employee has read and understands each and every provision of this Agreement and has freely and voluntarily entered into this Agreement.

19. Choice of Law. This Agreement shall be construed and enforced under and be governed as to its validity and effect by the laws of the State of California without regard to the conflict of laws principles thereof.

20. Attorneys' Fees. If any dispute between the parties should result in litigation, the prevailing party in such dispute shall be entitled to recover from the other party all reasonable out-of-pocket fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment, to the extent permitted by law. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment and an award of prejudgment interest from the date of the breach at the maximum rate of interest allowed by law. For the purposes of this Section 24: (a) attorneys' fees include, without limitation, fees incurred in the following: (i) post-judgment motions; (ii) contempt proceedings; (iii) garnishment, levy, and debtor and third party examinations; (iv) discovery and (v) bankruptcy litigation, and (b) "prevailing party" means the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default or otherwise.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.

Notices. Except as otherwise provided for herein, all notices and other communications provided for hereunder shall be in writing (including facsimile communication and electronic mail) and mailed (via registered or certified mail), telecopied or delivered to the

party for whom it is intended at the address, telecopier number or e-mail address set forth below or, as to each party, at such other address as designated by that party in a written notice to the other parties. All notices and communications shall be deemed to have been validly served, given or delivered (i) if personally delivered, upon receipt or refusal to accept delivery, (ii) if sent via facsimile, upon mechanical confirmation of successful transmission thereof generated by the sending facsimile machine, (iii) if sent by a commercial overnight courier for delivery on the next business day, on the first business day after deposit with such courier service (or the second business day if sent to an address not in the United States), (iv) if sent by registered or certified mail, three days after deposit thereof in the United States mail, or (v) if sent by electronic mail, one business day after transmission when directed to the appropriate e-mail address (provided that the party giving notice must verify the e-mail address of the recipient prior to transmission):

(a) if to the Employee, to Employee at Employee's most recent address in the Employer's records,

(b) If to the Employer, to:

Alignment Healthcare USA, LLC
1100 Town & Country Road, Suite 1600 Orange, CA 92868
Facsimile: (844) 320-2247
E-mail: LegalNotices@ahcusa.com Attention: Legal
Department

or to such other address as the recipient party to whom notice is to be given may have furnished to the other party in writing in accordance herewith.

22. Descriptive Headings; Nouns and Pronouns. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice-versa.

Non-Qualified Deferred Compensation. To the extent applicable, this Agreement shall be interpreted in accordance with Section 409A of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), and Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof. For purposes of Section 409A of the Code, each of the payments that may be made hereunder is designated as a separate payment and, for the avoidance of doubt and without limiting the foregoing, the Employee's right to receive installment payments pursuant to Section 6(c) shall be treated as a right to receive a series of separate and distinct payments. To the extent that any reimbursement of expenses or in-kind benefits constitutes "deferred compensation" under Section 409A of the Code, such reimbursement or benefit shall be provided no later than December 31 of the year following the year in which the expense was incurred. The reimbursements under this Agreement are not subject to liquidation or exchange for another benefit, and the amount

of expenses reimbursed in one taxable year shall not affect the amount eligible for reimbursement in any other taxable year. Notwithstanding any provision of this Agreement to the

contrary, in the event that the Employer determines that any amounts payable hereunder will be immediately taxable to the Employee under Section 409A of the Code and related Department of Treasury guidance, the Employer reserves the right (without any obligation to do so or to indemnify the Employee for failure to do so) to (a) adopt such amendments to this Agreement and appropriate policies and procedures, including amendments and policies with retroactive effect, that the Employer determines necessary or appropriate to preserve the intended tax treatment of the benefits provided by this Agreement, to preserve the economic benefits of this Agreement and to avoid less favorable accounting or tax consequences for the Employer and/or (b) take such other actions as the Employer determine necessary or appropriate to exempt the amounts payable hereunder from Section 409A of the Code and related Department of Treasury guidance, or to comply with the requirements of Section 409A of the Code and related Department of Treasury guidance, including such Department of Treasury guidance and other interpretive materials as may be issued after the date hereof, and avoid the applicable of penalty taxes thereunder. No provision of this Agreement shall be interpreted or construed to transfer any liability for failure to comply with the requirements of Section 409A of the Code from the Employee or any other individual to the Employer or any of its Affiliates, employees or agents. To the extent any amounts under this Agreement are payable by reference to Employee's "termination of employment," such term and similar terms shall be deemed to refer to Employee's "separation from service," within the meaning of Section 409A of the Code. Notwithstanding any other provision in this Agreement, to the extent any payments hereunder constitute nonqualified deferred compensation, within the meaning of Section 409A of the Code, then if the Employee is a specified employee (within the meaning of Section 409A of the Code) as of the date of Employee's separation from service, each such payment that is payable upon the Employee's separation from service and would have been paid prior to the six-month anniversary of Employee's separation from service, shall be delayed until the earlier to occur of (i) the first day of the seventh month following the Employee's separation from service or (ii) the date of the Employee's death.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the date first written above.

ALIGNMENT HEALTHCARE USA, LLC

By: /s/ John Kao
Name: John Kao
Title: Chief Executive Officer

/s/ Joseph S. Konowiecki
Joseph S. Konowiecki, individually

**AMENDMENT TO EMPLOYMENT
AGREEMENT**

THIS AMENDMENT TO EMPLOYMENT AGREEMENT (this “Amendment”), effective as of the Effective Date (defined below), by and between Alignment Healthcare USA, LLC, a California corporation (the “Employer”), and Christopher J. Joyce (the “Employee”).

RECITALS

WHEREAS, Company and Employee are parties to that certain Employment Agreement, effective August 1, 2023 (the “Agreement”);

WHEREAS, as of the Effective Date, Employee is transitioning to report from the Chief Executive Officer to the Executive Vice President – Corporate Affairs; and

WHEREAS, pursuant to and in accordance with Section 19 of the Agreement, Employer and Employee now desire to amend the Agreement in order to effect certain changes to the terms and conditions of Employee’s employment in connection with his new role, as set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.1 Effective Date. This Amendment shall become effective on the date of full execution.

1.2 Amendment to Section 3 of the Agreement. The first sentence of Section 3 of the Agreement shall be amended and restated in its entirety as follows: “*During the Employment Period, the Employee shall be employed by Employer on a full-time basis with the title determined exclusively by the Employer, initially as Chief Legal & Administrative Officer, reporting to the Executive Vice President – Corporate Affairs of Employer.*”

1.3 Amendment to Section 6(c) of the Agreement. Section 6(c) of the Agreement shall be amended to add the following subsection (iv) to such section: “*(iv) in the event of a Termination without Cause of the Employee pursuant to this Section 6(c) before March 31, 2027, notwithstanding anything to the contrary set forth herein or set forth in any equity grant documentation pertaining to grants made to Employee, the vesting for any equity grant of the Employee outstanding as of the date of Termination shall continue to vest on behalf of Employee without interruption through March 31, 2027.*”

Defined Terms. Any capitalized term used herein but not otherwise defined shall have the meaning ascribed to such term in the Agreement. All section references in this Amendment are to sections of the Agreement, unless otherwise stated herein.

1.4 Remainder of Agreement Terms. All remaining provisions of the Agreement shall remain unchanged. In the event of any inconsistency or conflict between any term or condition of the Agreement and this Amendment, the terms of this Amendment shall govern and prevail.

1.5 Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument.

1.6 Choice of Law. This Amendment shall be construed and enforced under and be governed as to its validity and effect by the laws of the State of California without regard to the conflict of laws principles thereof.

1.7 Entire Agreement. This Amendment, together with the Agreement, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, representations, and understandings, whether written or oral.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date written below.

ALIGNMENT HEALTHCARE USA, LLC

By: /s/ John Kao
Name: John Kao
Title: Chief Executive Officer
Dated: May 7, 2026

By: /s/ Christopher Joyce
Name: Christopher Joyce, individually
Dated: May 6, 2026

**CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, John Kao, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Alignment Healthcare, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 30, 2026

By: /s/ John Kao

John Kao
Chief Executive Officer

**CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002**

I, James M. Head, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Alignment Healthcare, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: July 30, 2026

By: /s/ James M. Head
James M. Head
Chief Financial Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Alignment Healthcare, Inc. (the “Company”) on Form 10-Q for the period ending June 30, 2026 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, John Kao, Chief Executive Officer of the Company, hereby certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: July 30, 2026

By: /s/ John Kao

John Kao
Chief Executive Officer

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Alignment Healthcare, Inc. (the “Company”) on Form 10-Q for the period ending June 30, 2026 as filed with the Securities and Exchange Commission on the date hereof (the “Report”), I, James M. Head, Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: July 30, 2026

By: /s/ James M. Head
James M. Head
Chief Financial Officer