

Code of conduct for the Essential Sports Nutrition Affiliate Program. Essential Sports Nutrition (hereafter referred to as "ESN" or "The Company") derives significant advantage from its brand affiliates - the Tier Operators – for its success. Tier Operator ("you") have sought to become a Tier Operator because you believe in Essential Sports Nutrition and wish to contribute to the company's future growth and success. By applying to become a Tier Operator, you have shown an interest in joining a dietary supplement industry-respected company.

The Tier Operator Program has adopted this Code of Behavior ("Code") to promote and maintain the highest standards of professional and personal conduct. By submitting this application to join the Tier Operator Program, you affirm that you have read this Code and agree to be bound by its terms and restrictions.

The Company mandates that all Tier Operators contribute to a respectful and professional work environment. As a Tier Operator, you agree to uphold the highest standards of professional and personal conduct, pursue personal growth in the dietary supplement industry, support Essential Sports Nutrition's goals and objectives within the industry, instill in the public and other Tier Operators a sense of confidence and commitment to appropriate conduct and professionalism, and abide by all applicable laws and regulations.

Tier Operators must maintain a professional and ethical demeanor. A Tier Operator may not engage in unethical business practices or influence other Tier Operators to behave unethically. You commit to report to the Tier Operator Program any dishonest acts or behavior that breaches this Code.

Management Team,

Courtney Manni [info@essentialsportsnutrition.com](mailto:info@essentialsportsnutrition.com)

Although not exhaustive, the following list illustrates violations of the Code of Conduct that may result in disciplinary action up to and including termination from the Tier Operator Program:

1. Providing inaccurate or misleading information on a Tier Operator Program application.

2. Representing any rival supplement manufacturer;
3. Working as a representative of Essential Sports Nutrition under the influence of alcohol or illegal drugs;
4. Engaging in unethical or illegal conduct;
5. Abusing the Sales Credit system;
6. Identifying oneself in person or via business cards or pamphlets as an employee of Essential Sports Nutrition or in any role other than a Tier Operator brand affiliate;
7. Creating a social media account, website, URL, or domain that portrays or identifies you as an official Essential Sports Nutrition account, employee, or entity other than a Tier Operator brand affiliate;
8. Selling any Essential Sports Nutrition products, apparel, accessories, or other items outside of the discount code or link provided by Tier Operator;
9. Creating products, apparel, merchandise, or other items using the Essential Sports Nutrition brand, trademark, or intellectual property without obtaining prior written agreement from the Tier Operator Management and executing the Essential Sports Nutrition Trademark License Agreement;
10. Making any obscene, prejudiced, or inflammatory remarks, jokes, or gestures in a public setting, on social media, or in an online forum;
11. Misappropriating or abusing Company's property and funds;
12. Reporting false or misleading information, or falsifying Company documents or records;
13. Soliciting or accepting kickbacks or gifts;

14. Verbally or in writing abusing other Tier Operators or Essential Sports Nutrition consumers;

15. Using unauthorized tactics to boost sales totals and/or capture credit for purchases that are not deserved.

Essential Sports Nutrition reserves the right to discontinue Tier Operator's participation in the Tier Operator Program if, in its sole opinion, it judges that Tier Operator has violated the terms and conditions of this Code or acted otherwise inappropriately.

By applying to the Tier Operator Program, you confirm that you are not an Essential Sports Nutrition employee. Tier Operators are independent affiliates, and nothing in this agreement establishes an agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary connection between Essential Sports Nutrition and Tier Operator, or an employer-employee relationship. Tier Operator is responsible for paying all relevant taxes on any earnings or commissions it receives or earns. Tier Operator has no stated or implied power or authorization to undertake or create obligations on Essential Sports Nutrition's behalf or in its name, or to bind Essential Sports Nutrition to any contract, agreement, or commitment with any individual, business, or third party.

You accept and agree that you are not an Essential Sports Nutrition employee by applying for the Tier Operator Program. Tier Operators are independent affiliates, and nothing in this agreement establishes an agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary connection between Essential Sports Nutrition and Tier Operator or an employer-employee relationship. Tier Operator is responsible for paying any and all relevant taxes on earnings or commissions earned or paid to Tier Operator. Tier Operator has no express or implied power or authorization to undertake or create obligations on Essential Sports Nutrition's behalf or in its name, or to bind Essential Sports Nutrition to any contract, agreement, or commitment with any individual, company, or third party.

By enrolling for the Tier Operator Program, you understand and agree that all Trademarks, names, logos, videos, photos, descriptions, and other images (collectively referred to as "Images") of Essential Sports Nutrition are the sole and exclusive property of Essential Sports Nutrition. You undertake to use such Images solely in accordance with Essential Sports Nutrition's approval and discretion. All rights and goodwill

connected with such Images are the sole property of Essential Sports Nutrition and shall be transferred to Essential Sports Nutrition without any further action required by Tier Operator or Essential Sports Nutrition.

No waiver by Essential Sports Nutrition of any breach of any of the terms and conditions contained in this Code shall be regarded as a waiver of any subsequent breach of the same or any other terms and conditions included in this Code.

**Essential Sports Nutrition reserves the right to update this Code at any time and such updates will be posted on the Tier Operator website under the Code of Conduct tab.**

Please report any activities in violation of this Code of Conduct to the Tier Operator Program Management.

By submitting this application, you acknowledge and agree that you have read, understand, and agree to be bound by the terms and conditions set forth in this Code.