

ASPIRE CODE OF CONDUCT

Compliance with Laws and Regulations

Compliance With Laws, Regulations, And Contracts

Aspire's business partners, suppliers and vendors must comply with all applicable laws, regulations, and any obligations in any contract a supplier may have with Aspire. In addition, business partners are to meet all license and registration requirements of applicable jurisdictions.

Trade Compliance

Aspire and its business partners must ensure the compliant movement across international borders of goods, information, and services. Trade and sanctions restrictions may prevent or limit certain activities in sanctioned countries or with specified entities or individuals. In international business transactions or transactions involving controlled products and/or services, Aspire's business partners are to comply with all applicable export control and trade compliance laws and regulations including, but not limited to, regulations promulgated by the US Departments of State, Commerce, Treasury, Defense, and Energy.

Anti-Corruption

Aspire conducts all business transactions ethically and in full compliance with all applicable laws, including anticorruption legislation, and abides by all applicable anti-corruption laws (including, but not limited to, the US Foreign Corrupt Practices Act ("FCPA")). Accordingly, Aspire has a zero tolerance policy for bribery or corruption of any kind, and we expect the same from our partners. Aspire has a comprehensive due diligence process to ensure our partners share this view. Business partners must complete any Aspire due diligence questionnaires and processes that are required.

Confidential Information And Data Privacy

Safeguarding confidential and proprietary information of the client and/or Aspire is an important responsibility. Business partners will comply with non-disclosure and confidentiality agreements. It is imperative that our members know that the information they share with their coach is proprietary and will not be shared to any third party without their consent. Intellectual property rights are to be used only in accordance with contractual agreements. There are circumstances when business partners may have access to personal information. Compliance with all applicable privacy laws is required and our business partners are required to certify they will not retain, use or disclose personal information for any purpose other than performing the services specified in the contract and they will not sell any Aspire data received as a result of their transaction with Aspire.

Ethical Business Practices

Conflicts Of Interest

No Business Partner, Supplier or Coach will in anyway enter into a financial, personal or an any other relationship beyond Aspire's coaching plan. Financial, business, or other activities that conflict with any responsibility of Aspire or the business partner are to be avoided. The same principle applies to situations in which there appears to be a conflict. Business partners are to immediately disclose any real or potential conflict of interest to their point of contact for Aspire's business.

Accuracy Of Books and Records

Financial books and records are to be kept accurately and in compliance with all applicable legal, regulatory, contractual, and fiscal requirements. Generally accepted accounting practices are to be followed. Records are to be maintained in accordance with legal requirements and contract terms and should be made available for audits, as required.

Workplace Environment

Laws related to the workplace are to be strictly followed. Employees will be afforded rights and freedoms consistent with local law. Diversity in the workplace is to be encouraged. Employees are to be provided a work environment that is free from discrimination and harassment, as well as provided safe, secure, and humane working conditions. Employees are to be treated fairly and honestly in all respects, including wages, and working hours.

Safety, Health, Environment, And Quality

Business partners are to comply with all applicable health and safety laws, regulations, and safety plans related to a project or site. Care will be taken to ensure the safety of the communities in which we work and to employ methods to protect the environment. Services provided will meet applicable quality standards and comply with contract terms and conditions.

Reporting Violations

Subject to local laws and any legal restrictions, each of Aspire's business partners are expected to promptly report any ethics or integrity concern involving or affecting Aspire, whether or not the concern involves the business partner. The business partner is also expected to take action as reasonably requested by Aspire to assist in the investigation of any ethics or integrity concern that involves Aspire and the business partner. Retaliation for raising an ethics or integrity concern will not be tolerated.

If you have questions or wish to report an ethics or integrity concern, the following channels are available:

- Contact the Aspire manager you work with.
- Email: legal@onaspire.com

Federal Government Flow Down Provisions

For all Contracts

Aspire, a U.S. company, must comply with all applicable export control and trade and economic sanctions laws and regulations, including the U.S. Export Administration Regulations ("EAR"), 15 CFR Parts 730-799, and the economic sanctions regulations administered by the U.S. Treasury Department's Office of Foreign Assets Controls ("OFAC"), 15 CFR Parts 500-599. Vendor agrees not to provide services in any manner that would cause Aspire to be in violation of the applicable sanctions and export laws and regulations. Vendor agrees not to use services in any comprehensively sanctioned destination (including Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine) and represents that it is not included on or covered by any applicable list of sanctioned persons, including the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons. Vendor further agrees that in the provision of services to Aspire to not to provide services for the benefit of or behalf of any sanctioned person or person in a comprehensively sanctioned country, or in any manner contrary to such export and sanctions laws and regulations. For further information on these restrictions, see <http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx>.

Vendor acknowledges and agrees that Aspire is subject to the terms of Equal Opportunity Clause, as understood under Executive Order 11246, and as amended, and Vendor will not do anything in the provision of Services which would cause Aspire to violate the terms of the EOC.

For Contracts involving the acquisition of Commercial Products or Commercial Services

Subject to F.A.R. 52.204-23, Vendor acknowledges and agrees that Aspire is prohibited from using any hardware, software, or service developed or provided in whole or in part by Kaspersky Labs, as described within 52.204-23. Vendor agrees to notify Aspire immediately upon identifying prohibited components to Aspire, as described within the regulation.

Subject to F.A.R. 52.204-25, Vendor is prohibited from providing Aspire any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Vendor understands and agrees that Aspire is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

For Contracts over \$550,000 USD or supplies acquired outside of the United States

52.222-50 Combating Trafficking in Persons.

For Contracts over \$6,000,000 USD

48 CFR § 52.203-13 - Contractor Code of Business Ethics and Conduct.