



## Code of Ethics and Business Conduct

Dear Employees and Directors,

The Joint Code of Ethics and Business Conduct express our fundamental values, and our expectation about your compliance with laws and with the standards of behavior that make The Joint a respected and trusted company.

It is important that each of you exercise sound business judgment and act ethically. This code provides the essential standards that you need to understand your responsibilities.

Of course, ethical behavior is important in its own right. And it helps to foster the loyalty of our clients. So it is important that you take the time to read this code, adopt the standards set by the code, and continue to follow it. Every employee and director should be concerned with promoting the good reputation of The Joint. If we all do so, The Joint will continue to be a great place to work, to grow and to attract and keep our clients.

A handwritten signature in black ink, appearing to read "Peter D. Holt", written over a horizontal line.

Peter D. Holt,  
Chief Executive Officer

### Introduction

The culture of integrity and compliance in an organization starts at the top. At The Joint, the CEO and senior executives, as directed by the Board, are responsible for setting standards of business ethics and overseeing compliance with these standards. In keeping with this, this Code of Ethics and Business Conduct applies equally to all employees, executive officers and members of the Board of Directors of The Joint Corp.

All managers are responsible for all employees entrusted to them. Managers must earn respect by exemplary personal behavior, performance, openness, and social competence. This means, among other things, that each manager must emphasize the importance of ethical conduct and compliance, make them regular topics of everyday business and promote them through personal leadership and training. Each manager must lead by example.

As employees or directors of The Joint, we frequently encounter a variety of ethical and legal questions. We should decide these questions in ways that are consistent with The Joint's basic values and principles. The Joint expects all employees and directors to obey the law and to act ethically. The Joint's Code of Ethics and Business Conduct Guidelines provide guidance for resolving a variety of legal and ethical questions for employees and directors of The Joint.

Each section of these guidelines covers an area in which we have responsibilities to The Joint as employees or directors.

Because changes in our industry constantly present new ethical and legal issues, no set of guidelines should be considered the last word under all circumstances.

We encourage you to utilize the values expressed in this Code of Ethics and Business Conduct in making business decisions. If you have any questions about interpreting or applying these guidelines, or about other guidelines and procedures published by The Joint, it is your responsibility to consult your manager. A violation of any The Joint guidelines can result in disciplinary action, up to and including termination.

### **What to Do About Possible Unethical or Unlawful Conduct**

If you know of, or have reason to suspect, any possibly unlawful or unethical situation, or believe that you are a victim of prohibited workplace conduct, you should immediately tell The Joint whatever you know or have heard. You can do so in one of several ways. Contacting your manager is usually the best place to start. For employment-related issues, you should contact Amy Karroum, Director of Human Resources. For issues relating to trading our securities or inside information, you should contact Peter Holt, CEO.

You may also send confidential communications regarding such situations directly to any member of senior management, or through our provided Whistleblower Hotline:

Website: <https://www.openboard.info/JYNT/index.cfm>

E-mail: [JYNT@openboard.info](mailto:JYNT@openboard.info)

Telephone: (866) 354-4793

The Joint will promptly review and, if appropriate, investigate. You must cooperate with any internal and external investigations of possibly unlawful or unethical situations.

The Joint prohibits, and will not tolerate, any reprisal, threats, retribution or retaliation against any person who has in good faith reported a violation or a suspected violation of law, these Business Conduct Guidelines or any other person who is assisting in any investigation.

### **Your Conduct**

To maintain The Joint's reputation for integrity, The Joint expects that you will exercise good judgment to ensure the safety and welfare of our employees, agents and contractors, and to maintain a cooperative, efficient, positive, work environment and company. These standards apply while working on our premises, at offsite locations, at The Joint sponsored business and social events, or at any other place where you are representing The Joint.

Employees who engage in misconduct or whose performance is unsatisfactory may be subject to corrective action, up to and including termination. You must follow all of The Joint's Business Conduct Guidelines and exercise good judgment in your decisions and actions. We rely on you to safeguard The Joint's integrity.

If The Joint's management finds that your conduct on or off the job negatively affects your performance, the performance of other employees or The Joint's legitimate business interests, you will be subject to disciplinary measures.

### **The Work Environment**

The Joint strives to maintain a healthy, safe and productive work environment which is free from discrimination or harassment, based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, disability, or veteran status or any other factors that are unrelated to The Joint's legitimate business interests.

The Joint will not tolerate sexual advances, actions or comments, racial or religious slurs, jokes or any other comments, or any other conduct in the workplace that creates, encourages or permits an offensive, intimidating or inappropriate work environment.

Other conduct that is prohibited includes: threats, violent behavior, the possession of weapons of any type, the use of recording devices for other than management approved purposes and the use of alcohol or illegal drugs.

Prescribed and/or over-the-counter drugs may affect behavior and performance. Employees on a confidential basis are encouraged to advise their supervisor that they are taking such drugs for medical reasons and medical evaluation may be required. During any period that such prescription drugs adversely affects job performance, the employee will be relieved of his/her duties or re-assigned by The Joint.

You are prohibited from being under the influence of alcohol or illegal drugs while performing company business or while in a company facility. Use of alcohol or possession of an open container of alcohol while in a company facility is prohibited.

### **Privacy of Employees and Clients**

The Joint collects protected health information ("PHI") from its clients in connection with its business. Additionally, The Joint collects and maintains personal information relating to your employment, including compensation, medical and benefits information.

Personal data may be collected, processed, or used only as necessary for pre-determined, clear, and legitimate purposes. If your job requires that you collect or maintain personal data, you must maintain it in a secure manner utilizing such means as The Joint provides to do so. You should take appropriate precautions when transmitting personal data. The Joint strives to maintain high standards with regard to data quality and technical protection against unauthorized access. The use of the data must be transparent for those concerned and the rights of those concerned must be safeguarded with regard to use and correction of information and, if applicable, to objections pertaining to blocking, and deletion of information.

With respect to PHI, Only those individuals who must see PHI in order to perform job duties will have access to PHI. If you are required to access PHI in order to do your job, you must not disclose it to any other person unless that person is authorized to access the PHI.

Personal items, messages or information that you consider private should not be placed or kept anywhere in the The Joint workplace. The Joint may ask to search an employee's personal property. All electronic mail using a The Joint email address is property of The Joint, and may be accessed by The Joint at any time. Employees, however, should not access another employee's work space, including electronic files, without approval from that employee or management.

### **A Safe and Healthy Workplace**

It is important that The Joint conduct its business in a manner that protects human health, safety and the environment. As an employee of The Joint, you must comply with all applicable environmental safety and health laws and The Joint's policies and standards.

If you become aware of any violation of environmental law or any action that may appear to conceal such a violation, you should immediately report the matter to your manager or to a member of senior management.

### **Compliance with Law**

Employees and directors of The Joint shall comply with the laws and highest standards of business ethics and conduct in every jurisdiction in which The Joint does business.

### **Electronic Communications**

The Joint's information and communication systems, including The Joint connections to the Internet, are vital to The Joint's business; you should use them only for appropriate purposes. The Company provides access to and use of electronic mail, voicemail, the intranet, the Internet, and other electronic media for business purposes. Access is provided to facilitate authorized communications and collaboration among The Joint employees and with outside parties including suppliers and customers.

It is absolutely inappropriate to use The Joint systems to visit Internet sites that feature sexual content or that advocate intolerance of others. Posting or discussing information concerning The Joint's business on the Internet without the prior written consent of a member of executive management is strictly prohibited.

You must not use The Joint's electronic media for any purposes which violate federal, state or local laws or company policies including the transmission of threatening, obscene or harassing materials.

### **Social Media**

The Joint respects the right of employees to participate in social media/networking activities. However it is the right and duty of The Joint to protect itself from unauthorized disclosure of information. The Joint's social media policy applies to all employees.

Unless specifically instructed, employees are not authorized to, and must not, speak on behalf of The Joint. Employees are expected to protect the privacy of The Joint and its employees and clients and are prohibited from disclosing personal employee and non-employee information, personal data or PHI, or any proprietary and nonpublic information to which employees may have access. Such information includes but is not limited to customer information, trade secrets, financial information, posting logos, and strategic business plans. Employees cannot post photographs of other employees, customers, vendors or suppliers, or photographs of persons engaged in The Joint business or at The Joint events. Speak respectfully. Beware of comments that could reflect poorly on you and The Joint.

Employees who violate this policy may be subject to corrective action, up to and including termination of employment. If you have any questions, please contact your manager or Director of Human Resources.

### **Relationships with Suppliers and Outside Vendors**

The Joint is engaged in a variety of business relationships with other companies and organizations. No matter what type of organization you are dealing with or what its relationship is, you should always observe the following standards:

- Never lie, misrepresent or make dishonest statements.
- In deciding among competing suppliers, weigh the facts to determine the best supplier.
- Whether or not you are in a position to influence decisions involving the evaluation or selection of suppliers, you must not exert or attempt to exert influence to obtain "special treatment" for a particular supplier. Even to appear to do so can undermine the integrity of our established procedures.
- You must not give to any supplier or vendor, or its officers or employees, any money, gift, amenity or other thing of value, if doing so could influence or could give the appearance of influencing the relationship between the organization and The Joint. You may, however, give a gift of nominal value if it is not prohibited by law or the organizations known policies and practices. You may also, with management approval, give customary business amenities, such as meals, provided the expenses involved are kept at a reasonable level and are not prohibited by law or known vendor policy.

### **Gifts and Entertainment**

No employee, director or any family member may solicit or accept from a supplier or client money or a gift that could influence or give the appearance of influencing The Joint's business relationship with that supplier or customer.

If you are offered a gift which has more than nominal value or which is not customarily offered to others, or money, or if either arrives at your home or office, tell your manager immediately.

With management approval, you may accept customary business amenities, such as meals and entertainment, provided the expenses involved are kept at a reasonable level and are not prohibited by law or known customer or vendor policy.

You may accept promotional premiums and discounts offered if they are based upon membership in bonus programs.

You may also accept a gift of nominal value, such as an advertising novelty.

If you have any doubts about a particular situation, you should consult your supervisor or manager.

### **Gifts to Government Officials or Employees**

Practices thought acceptable in the commercial business environment, such as providing education, transportation, meals, entertainment or other things of value, may be unacceptable, and may even violate certain federal, state, local or foreign laws and regulations, when you are dealing with government officials or employees or those who act on the government's behalf.

You may not directly or indirectly offer, promise, grant or authorize the giving of money or anything else of value to a government official or employee to influence official action or obtain an improper advantage. Any offer, promise, grant or gift must comply with applicable laws and The Joint's policies, and must not raise an appearance of bad faith or impropriety. This means that no offer, promise, grant or gift may be made if it could reasonably be thought to be an effort to improperly influence a government official or employee to give The Joint a business advantage.

In short, you must be aware of, and adhere to, the relevant laws and regulations governing relations between government officials and employees.

### **Property of The Joint**

The Joint has a large variety of assets. Physical assets, such as equipment, systems, facilities, corporate charge cards and supplies must be used only for conducting The Joint's business.

The Joint's funds should be used only for business purposes. Protecting all of these assets is critical. Their loss, theft or misuse jeopardizes the future of The Joint.

### **Intellectual Property of The Joint**

Any intellectual property, such as trademarks, copyrights and patents, and any work created by an employee in the course of employment at The Joint Corp. shall be the property of The Joint and the employee is deemed to have waived all rights in favor of The Joint. Work, for the purpose of this policy refers to written, creative or media work. All source material used in presentation or written documents must be acknowledged.

## **Conflicts of Interest**

As an employee or director, you should make business decisions based on the best interests of The Joint, not based on your own personal interests. The Joint will not retain an employee or director who directly or indirectly engages in an activity that constitutes a conflict of interest or adversely reflects upon the integrity of The Joint or its management, obtains financial gain due to his/her association with The Joint, or an activity that detracts from the ability of the employee or director to fulfill his/her obligation to The Joint.

While you are an employee or director of The Joint, you must not work for or assist any competitor of The Joint in any way, either as an employee or consultant of that competitor, as a member of the competitor's board of directors, or otherwise.

Unless approved in advance by a member of senior management, you may not be a supplier to The Joint, represent a supplier to The Joint, work for a supplier to The Joint or be a member of a supplier's board of directors while you are an employee of The Joint.

You may not perform non-The Joint work or solicit such business on the premises of The Joint or while working on The Joint time, including time you are given with pay to handle personal matters. Also, you are not permitted to use assets of The Joint, including equipment, telephones, materials, resources or proprietary information for any outside work.

## **Political Contributions**

The Joint generally does not make contributions or payments or otherwise give any endorsement of support which would be considered a contribution directly or indirectly to political parties or candidates, including through intermediary organizations, such as political action committees or campaign funds. While The Joint Corp. employees and directors remain free, in their individual capacities, to make contributions directly to candidates and political party committees of their choice, any such individual contributions should not be attributed to The Joint.

Direct or indirect contributions to any government officials (including their representatives or family members) that are intended to gain preferential treatment for The Joint are always prohibited.

## **Integrity of Records**

The Joint documents a wide range of its activities. The integrity of these records is relied upon to make important business decisions and take actions. Therefore, it is essential that all records are accurate and complete.

All books, records, and accounts of The Joint must accurately reflect the nature of the transactions recorded. You must not make any false or artificial entries for any purpose. Dishonest reporting practices are strictly prohibited.

Every employee records information of some kind and submits it to The Joint. For example: a receptionist fills out a variety of reports and forms; a marketing representative reports orders; and

an accountant records revenues and costs. Each employee must accurately and honestly fill in reports.

One report that many employees use is the expense report. Employees are entitled to reimbursement for reasonable expenses — but only if those expenses were actually incurred. To submit an expense account for meals not eaten, miles not driven, airline tickets not used or for any other expense not incurred is dishonest reporting and is prohibited.

Under various laws, such as the tax laws and securities laws, The Joint is required to maintain books and records reflecting The Joint's transactions. It is essential that these books and records are accurate and retained for the required time periods.

Regardless of whether reporting is required by law, dishonest reporting within The Joint is strictly prohibited.

### **Confidential Information**

The Joint proprietary information is any information that is owned by The Joint, including information in The Joint databases. Proprietary information includes such things as: The Joint's technical or scientific information relating current and future products, services or research; business or marketing plans or projections; earnings and other financial data; personal information including executive and organizational changes; PHI and software. Confidential information also includes proprietary information of a third party that The Joint has agreed to keep confidential.

When you became associated with The Joint, you were required to sign an agreement under which you, as an employee of The Joint, assumed specific obligations relating to the treatment of confidential information.

You may not disclose confidential proprietary information to anyone or use it to benefit anyone other than The Joint, without the prior written consent of an authorized The Joint officer.

You are also responsible for properly labeling any and all documentation shared with or correspondence sent to The Joint's counsel or outside counsel as "Attorney-Client Privileged" information.

The disclosure of confidential information regarding company business, whether intentional or accidental, can adversely affect the financial stability and competitive position of the Company and the job security of its employees.

No employee or director shall seek or accept confidential information of a competitor in an illegal or unethical manner. If information is offered or given, that is reasonably viewed as having been obtained through illegal or unethical means, the employee shall immediately report the matter to his or her manager (and in the case of a director, to the CEO).

As a publicly-traded company, The Joint's business activities are monitored by reporters, consultants and securities analysts. You should not initiate contact with these individuals or groups or respond to their inquiries without prior specific authorization from a member of senior



management. Please see The Joint's Policies Regarding the Use, Disclosure and Protection of Material, Non-Public Information.

If you leave the Company for any reason, including retirement, you must return all The Joint property, including documents and media which contains The Joint's proprietary information, and you may not disclose or use The Joint's proprietary/confidential information.

You should be careful to avoid the inadvertent disclosure of proprietary information. To avoid inadvertent disclosure, never discuss with any unauthorized person (or within their earshot) proprietary information that The Joint considers confidential or which The Joint has not made public. This includes discussions on in public places, on the telephone, on social media or blogs. In addition, you should not discuss such information even with authorized The Joint employees if you are in the presence of others who are not authorized. You should also not discuss such information with family members or with friends, who might innocently or unintentionally pass the information on to someone else.

Finally, keep in mind that a harmful disclosure may start with the smallest leak of information. Fragments of information you disclose may be pieced together with fragments from other sources to form a fairly complete picture.

Please see The Joint's Confidentiality Policy for more information. If you have any questions in regards to the above, you may contact the Company Director of Human Resources or CEO.

### **The Joint Trademarks and Service Marks**

It is important that you properly acknowledge and use The Joint trademarks and service marks and the trademarks and service marks of other companies. Specifically, you should always ensure that the trademark or service mark is spelled correctly and written the way the owner of the trademark or service mark writes it. You should not use a trademark as a generic name but should use it only as an adjective. Also, you should indicate the first time that the trademark or service mark is mentioned in a publication that it is a trademark or service mark of The Joint. You should use the trademark or service mark of another company only with that company's written permission.

If you have any questions about the proper use, consult your manager or The Joint's legal counsel.

### **Antitrust Laws**

It is the policy of The Joint and all employees and directors to comply with all applicable antitrust laws and all of our antitrust policies, procedures, rules and practices. With respect to relationships with competitors, the following practices shall apply:

- No employee or director shall enter into any agreement or understanding which has the purpose or effect of restraining competition. Illegal agreements or understandings among competition include price fixing, market allocation and bid rigging.

- No employee or director shall exchange, discuss, or benchmark with any competitor information relating to The Joint prices or pricing policies, supplier or customer selection, credit policies, or any other similarly competitive information. If a competitor raises any of them, you should stop the conversation immediately and report it to your manager.
- No employee or director shall participate in any formal or informal trade association or other meetings with competitors at which agreements or understandings of the type described in paragraph (1) are being made or at which competitive information of the type described in paragraph (2) is being exchanged or discussed.
- No employee or director shall make false or misleading statements about competitors, their services or their products.
- Illegal practices and improper solicitation of confidential data from a competitor's employees or from The Joint customers or franchisees will not be tolerated in any form.
- If you are performing a marketing or service activity, The Joint expects you to compete not just vigorously and effectively, but lawfully and ethically as well.

When there is a question, please contact the CEO.

### **Insider Trading**

The Joint is a publicly traded company. As such, it is subject to the securities laws, which prohibit buying or selling the stock of The Joint when you have material, non-public information about The Joint, sometimes called inside information. In the course of your employment at The Joint, you may become aware of inside information about The Joint.

The use of such non-public or inside information about The Joint for your financial, or other benefit not only is unethical, but also may be a violation of law. U.S. law makes it unlawful for any person who has material non-public information about a company to trade the stock or other securities of the company or to disclose such information to others who may trade. Violation of such laws may result in civil and criminal penalties, including fines and jail sentences. The Joint will not tolerate the improper use of inside information. These prohibitions also apply outside the U.S.

Material inside information is information which is not available to the general public and which could influence the price of The Joint's stock. Some examples might include non-public information about The Joint's financial performance, including earnings and dividend actions; acquisitions or other business combinations; divestitures; and other significant activities affecting The Joint.

In order to insure compliance with the federal securities laws, the following guidelines apply to all employees and directors and all trading in The Joint common stock.

You may purchase or sell The Joint common stock at your discretion at any time as long as you do not purchase or sell:

- During an earnings blackout
- During a special blackout
- When you possess “inside” information

An earnings blackout begins three trading days prior to The Joint’s public announcement of its earnings for the calendar quarter or for the year and continues through the close of business on the second trading day after The Joint’s public announcement. The Joint prohibits all employees and directors from trading in The Joint securities during an earnings blackout.

From time to time The Joint may inform employees and directors that because of developments known to The Joint but not yet disclosed to the public, a special blackout is in effect. If you have any questions, please contact your manager. Please see The Joint’s Insider Trading Policy for more information.

**Acknowledgement of Receipt**

I have received The Joint’s Ethics and Business Conduct Guidelines.

I understand the standards and policies contained in The Joint’s Ethics and Business Conduct Guidelines and understand that there may be additional policies or laws specific to my job. I further agree to comply with The Joint’s Ethics and Business Conduct Guidelines.

If I have questions concerning the meaning or application of The Joint’s Ethics and Business Conduct Guidelines, any company policies, or the legal and regulatory requirements applicable to my job, I know I can consult my manager or The Joint’s legal counsel, knowing that my questions or reports to these sources will be maintained in confidence.

**Name (please print):** \_\_\_\_\_

**Location:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Please sign and return this form to Amy Karroum:**

**Email: Amy.Karroum@TheJoint.com**