

Code of Conduct and Zero Tolerance Policy

Policy Updated: May, 2025

Purpose

This policy protects the Massage Envy brand by requiring franchisees to consistently uphold stringent, professional, and ethical standards with respect to the conduct of their employees.

Related Form(s)

Automated Incident Reporting (“AIR”) Tool (found at: <https://massageenvy.d3securityonline.com/VSOC>)

Code of Conduct Violation, Handling and Reporting Policy

Code of Conduct Poster (available for purchase through KDM)

Crisis Communication Guide

Draping Policy

Employee Files Policy

Media Inquiry Handling Policy (Crisis Situations)

Pre-Employment and Background Screening Policy

Required Trainings Policy

Confidentiality Agreement

Service Provider Standards of Practice

Terminating and Restricting a Franchisee Employee in Meevo Policy

InStore Forms Intake and Documentation Policy

Policy

Code of Conduct - General Standards of Conduct

In order to ensure that their Service Providers offer the highest quality service possible and always serve the best interest of the member/guest, franchisees must require that all of their Service Providers abide by the General Standards of Conduct outlined below. Should it be suspected that a Service Provider has not complied with the General Standards of Conduct, the franchisee must review and follow (as applicable) the Code of Conduct Violation, Handling, and Reporting Policy.

- A. Maintain a professional therapeutic relationship with Service Recipients at all times, and refrain from engaging in any type of personal relationship with a Service Recipient, other than therapeutic and professional. The therapeutic relationship model states that a Service Provider shall not massage or provide esthetic or stretch services to any friends, family members, spouses, or partners in a Massage Envy location. When a relationship other than a therapeutic relationship exists between a Service Provider and another person, the Service Provider should refer that individual to another Service Provider at the Massage Envy franchise location.
- B. Do not participate in social media while you are working, or supposed to be working, unless you are authorized to use social media on behalf of your Massage Envy franchise location as part of your job. Use of the Massage Envy location’s computer system is for authorized business purposes only. When participating in social media, do not purport to represent your Massage Envy franchise location or ME SPE Franchising, LLC, Massage Envy Franchising, LLC, or the Massage Envy brand unless authorized to do so. When posting any photographs or videos discussing your Massage



Envy franchise location or featuring the Massage Envy logo or brand, which posting could reasonably be misconstrued as those of ME SPE Franchising, LLC, Massage Envy Franchising, LLC, or any franchise locations, be sure to state clearly that the comments are personal and not made on behalf of the Massage Envy network, nor do they reflect the opinions or views of the Massage Envy network. When participating in social media outside of work, do not post materials or comments that may be seen as offensive, demeaning, inappropriate, threatening, or abusive to Service Recipients or other franchisee employees. Never disclose confidential information obtained during your employment with the Massage Envy franchise location, including the personal information of Service Recipients or others on social media (or otherwise).

- C. Comply with the Massage Envy Draping Policy and Protocol.
- D. Complete a proper consultation prior to each service in order to verbally confirm each Service Recipient's boundaries (i.e., "informed consent"). Boundaries are indicated on the Areas of Consent screen in the InStore Forms Application (i.e., "implied consent") for Body Care services (e.g., Wellness Massage, Total Body Care, Rapid Tension Relief sessions). If an Esthetician's scope of practice allows performance of service on the scalp or head, the Estheticians must receive informed consent. Review previous treatment notes for areas of stress/pain, skin care goals, allergies, etc., and conduct Service Recipient consultations prior to each session to identify any contraindications, changes in medical history, and to confirm desired level of pressure. As part of the consultation, do not suggest that the Service Recipient should remove any undergarments.
- E. Do not make physical contact with or touch a Service Recipient in any manner that is inconsistent with the boundaries conveyed by the Service Recipient, including but not limited to pertaining to the feet, face, and/or scalp (or neck with respect to a stretch session). If a Service Recipient verbally requests a deviation from a boundary indicated on the Areas of Consent screen in the InStore Forms Application Intake Form (or Massage Wellness Chart or Total Body Stretch Intake Form) with respect to the feet, face, and/or scalp (or neck with respect to a stretch session), the Service Provider should politely inform the Service Recipient that they can work on that area during the next appointment. (See: InStore Forms Application Intake and Documentation Policy)
- F. Do not diagnose or attempt to diagnose illness or disease, or recommend medical procedures, including home activities that may be construed as diagnostic. A Service Provider is prohibited from work involving hydrotherapy, heat/cold packs, heat/cold wraps, essential oils, skin brushing, salt glows, and similar applications of products to the skin unless such work is involved in a Massage Envy approved service and/or service upgrades.
- G. Interact with Service Recipients with the highest degree of professionalism, sensitivity, compassion, and honesty at all times (before, during, and after sessions). Do not engage in inappropriate behavior/conversations with or in front of Service Recipients (e.g., making negative or insensitive comments about other employees or Service Recipients, political comments, confrontational comments, or comments on socially sensitive topics).
- H. Respect the Service Recipient's right to privacy by ensuring confidentiality of all member/guest personal information unless disclosure is required by law or court order, or is necessary for the protection of the public.
- I. Comply with Infection Prevention, Control, and Cleaning Policy, including thoroughly washing hands after each session and refraining from treating any Service Recipient when sick with a cold, flu, or other contagious illness or infection. (See: Infection Prevention, Control and Cleaning Policy)



- J. Do not provide massage/bodywork or esthetic services outside the authorized modalities or the scope of the Service Provider's training, certification or licensing, or in a manner that is unsafe, inconsistent with, or in violation of applicable local, state, or federal laws or regulations. It is the franchisee's responsibility to ensure compliance with applicable local, state, or federal laws and regulations. Modalities involving work performed on the floor or requiring a therapist/stretch service provider to mount the table, like Shiatsu, are prohibited. In addition, work that involves techniques that do not touch the body, such as Reiki, are prohibited. (See: Required/Approved Services & Products Policy)
- K. Using language or engaging in actions of a discriminatory or harassing nature in front of or toward Service Recipients or other franchisee employees based on race, sex, sexual orientation, age, religion, national origin, disability, or other legally protected categories.
- L. Misuse of a Service Recipient's private information.
- M. Performing services while impaired by any drugs or alcohol (whether legal or illegal).

Code of Conduct - Zero Tolerance Offenses

Franchisees must prohibit Service Providers from engaging in any of the Zero Tolerance Offenses outlined below. Should it be suspected that a Service Provider engaged in a Zero Tolerance Offense, the franchisee must review and follow (as applicable) the Code of Conduct Violation, Handling, and Reporting Policy.

- A. Inappropriate physical contact with a Service Recipient's private parts, which is defined as male and female genitalia and gluteal clefts and female breasts.
- B. Physical contact with a Service Recipient in any manner that is inconsistent with the boundaries conveyed by the Service Recipient pertaining to abdominal, pectoral, or gluteal muscles. A Service Provider must not under any circumstances expand beyond the boundaries indicated in writing on the Areas of Consent screen in the InStore Forms Application, Massage Wellness Chart, or the Total Body Stretch Intake Form (i.e., "implied consent"), even if the Service Recipient verbally requests such deviation during the session. Should a verbal deviation request occur pertaining to the abdominal, pectoral, or gluteal muscles, the Service Provider should politely inform the Service Recipient that they can work on that area during the next appointment (See: InStore Forms Application Intake and Documentation Policy). Undergarments should be considered boundaries conveyed by the Service Recipient, and a Service Provider must not move undergarments or otherwise cross the boundary established by the undergarment or suggest that the Service Recipient should remove an undergarment after they have undressed to their comfort level and are lying on the massage table. The drape is a non-verbal boundary to the Service Recipient, and a Service Provider must never work under a draped area.
- C. Improper draping resulting in exposure of a Service Recipient's private parts, which is defined as male and female genitalia and gluteal clefts and female breasts, or a breach of privacy. A franchisee employee must not be present in a therapy room while the Service Recipient or any other person is dressing or undressing in any manner or is unclothed and not covered by draping. A franchisee employee may not assist a Service Recipient to dress or undress or allow a Service Recipient to remove undergarments while the Service Provider is in the therapy room. If the Service Recipient has special needs that require assistance, please refer to the Disability Interactive Process Policy.
- D. Using language with a Service Recipient or other franchisee employee that implicitly or



- explicitly refers to sex, sexuality, their physical appearance in a sexual manner, or the solicitation of a Service Recipient or other franchisee employee for intimate purposes including if such communication occurs during a service or following a service via phone, text, email, social media or otherwise.
- E. Communicating with any individual via phone, text, email, social media, or otherwise that implicitly or explicitly refers to sex, sexuality, or their physical appearance in a sexual manner, for the purposes of soliciting their business as a Service Recipient.
 - F. Engaging in actions of a sexual nature or that are sexually suggestive in front of, with, toward, or in the presence of a Service Recipient or other franchisee employee.
 - G. Failing to maintain, in good standing, a current massage/esthetic license or certification, as required by applicable law, while providing services to Service Recipients. If a license or certification for a massage therapist/esthetician unintentionally expires or lapses, the massage therapist/esthetician must be immediately removed from the schedule until the license or certification is in good standing.
 - H. Theft that occurs on the premises of a Massage Envy franchised location.
 - I. Utilizing or making a Service Recipient aware of the presence of a cell phone or other mobile electronic device inside a therapy room during any session (except in the case of an approved iPad), which results in unauthorized photos or recordings (audio or video) or other breach of the Service Recipient's privacy. (See: Cell Phone and Mobile Electronic Device Usage Policy)
 - J. Threatening harm to or engaging in acts of violence toward a Service Recipient or other franchisee employee.

Code of Conduct Training and Awareness

Within the first week of employment and prior to being placed on the schedule, franchisees must train all new hires on the Massage Envy policies identified in the Service Provider Standards of Practice, set expectations up front about Massage Envy's Code of Conduct and Zero Tolerance Policy, and explain that violation of certain conduct rules could jeopardize their employment with the franchisee and/or their licenses.

1. Franchisees must ensure that certain standards are maintained in order to protect and enhance the Massage Envy brand, and to ensure services are provided in a safe and professional manner. To promote these objectives, it is important that this Code of Conduct and Zero Tolerance Policy is communicated and reviewed with each employee upon hire.
2. Upon hire, franchisees must review the most current Service Provider Standards of Practice with each Service Provider. Each Service Provider must sign off that he/she has read and understood the Service Provider Standards of Practice. This requirement is to be explained in the hiring process and made a condition of employment. A signed copy must be provided to the massage therapist/esthetician, and the original must be kept in the Service Provider's file.
 - a. Franchisees are responsible for making sure each Service Provider satisfactorily completes all mandatory training courses (See: Standard IV of Service Provider Standards of Practice). Courses must individually be completed within the first week of employment and retaken annually thereafter. Required trainings must be completed individually and not in a group setting. The requirement to satisfactorily complete the mandatory courses is to be explained in the hiring process and made a condition of employment. Satisfactory completion is a condition of employment, meaning a Service Provider cannot be put on the schedule until satisfactorily completing the courses. This basic training for Service Providers is designed to protect the Massage Envy brand by ensuring they have the basic skills necessary to provide safe, professional services. (See: Required Trainings Policy for



- more information)
- b. All policies listed under “Required Policy Review” in Standard IV of the Service Provider Standards of Practice must be reviewed individually with each Service Provider within the first week of employment and thereafter, at least annually with all Service Providers individually or in a group setting.
 - c. All required documentation listed in Standard IV of the Service Provider Standards of Practice, along with any other required new hire paperwork must be maintained in the Service Provider’s file. (See: Employee Files Policy)
 - d. Franchisee employees who are both a massage therapist and esthetician must complete trainings and required documentation for both roles if they will be performing both services in the franchise location. Franchisee employees who are both a massage therapist and a stretch provider must complete trainings and required documentation for both roles if they will be performing both services in the franchise location. If a currently employed franchisee Service Provider receives an additional license/certification while employed, they must complete the required training, required documentation, and be properly enrolled in the “Professional License Verification A La Carte” and the “Education Verification A La Carte” (MEU Education Path) to verify new requirements for that new role before they may begin performing services that pertain to their new role. (See: Required Trainings Policy)
3. Each location must post a copy of the most current Massage Envy Code of Conduct Poster in the location breakroom (available through the then applicable required vendor) and the Commitment to Safety signage in the lobby and in every treatment room.

NOTE: At their discretion, franchisees are encouraged to consult their own legal counsel before taking any adverse action against employees or Service Recipients that may result in potential legal liability. In addition, it is recommended that franchise locations have an Employee Manual/Handbook for their independently owned and operated franchised location, and that it contain written policies prohibiting sexual misconduct, unlawful discrimination, and harassment, including sexual harassment, by franchisee employees and Service Recipients, and providing reporting procedures. Franchisees are encouraged to consult with their own legal counsel concerning the contents of an Employee Manual/Handbook.

