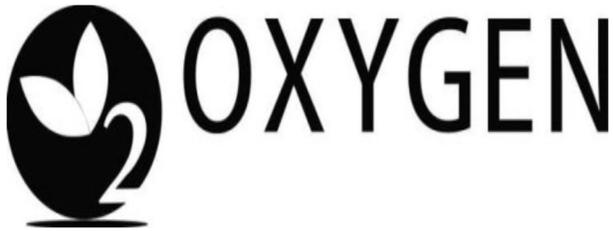


## FRANCHISE DISCLOSURE DOCUMENT



OYF US INC.  
33-24076 112 Ave  
Maple Ridge, British Columbia  
Canada V2W 0K2  
Tel: 604-619-6901  
www.oxygenyogaandfitness.com  
operations@oxygenyogafitness.com

The franchise offered is for the right to operate an “Oxygen Yoga & Fitness” facility that offers yoga, related fitness, weight loss, wellness and health programs using our standards and specifications.

The total investment necessary to begin operation of an Oxygen Yoga & Fitness Facility franchise ranges from \$355,900 to \$641,750. This amount includes between \$19,650 and \$53,000 that must be paid to the franchisor or its affiliate. If you want development rights, you must pay the franchisor or its affiliate a development fee equal to \$48,500 (the initial franchise fee for the first Oxygen Yoga & Fitness Facility) plus a deposit of \$24,250 or \$18,000, as is applicable, for each additional Oxygen Yoga & Fitness Facility you will develop (you must develop a minimum of 2 Oxygen Yoga & Fitness Facilities).

This Disclosure Document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our Chief Operating Officer, Melissa Hanssens at 33-24076 112 Avenue, Maple Ridge, British Columbia, Canada V2W 0K2, and 604-619-6901.

The terms of your contract will govern your franchise relationship. Don’t rely on the Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as “[A Consumer’s Guide to Buying a Franchise.](#)” which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the Federal Trade Commission (the “FTC”) at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://www.ftc.gov) for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance date of this Franchise Disclosure Document: April 15, 2025.

## How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

<b>QUESTION</b>	<b>WHERE TO FIND INFORMATION</b>
<b>How much can I earn?</b>	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit I.
<b>How much will I need to invest?</b>	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor’s direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit F includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only Oxygen Yoga &amp; Fitness business in my area?</b>	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What’s it like to be an Oxygen Yoga &amp; Fitness franchisee?</b>	Item 20 or Exhibit I lists current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

## What You Need To Know About Franchising *Generally*

**Continuing responsibility to pay fees.** You may have to pay royalties and other fees even if you are losing money.

**Business model can change.** The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

**Supplier restrictions.** You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

**Operating restrictions.** The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers or members, what you sell, how you market, and your hours of operation.

**Competition from franchisor.** Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

**Renewal.** Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

**When your franchise ends.** The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

### Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

## Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by (i) mediation or arbitration in Vancouver, British Columbia (Canada), or in limited circumstances, (ii) litigation only in the city closest to franchisor's principal address in the United States (currently, Dover, Delaware). Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to (i) mediate and/or arbitrate with franchisor in Vancouver, British Columbia (Canada), or (ii) litigate with the franchisor in Dover, Delaware, than in your own state.
2. **Short Operating History.** The franchisor is at an early stage of development and only has a brief operating history for you to review in order to assist you in determining whether or not to make this investment.
3. **Financial Condition:** Franchisor is undercapitalized (see Item 21) and may not be able to meet preopening obligations to all franchisees.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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Exhibit C	Franchise Agreement
Exhibit D	Development Agreement Rider
Exhibit E	State Addenda to Franchise Agreement
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Exhibit G	Operations Manual Table of Contents
Exhibit H	Sample Form of General Release
Exhibit I	Lists of Current and Former Franchise Owners
Exhibit J	Franchise Owner Disclosure Questionnaire
Exhibit K	State Addenda to Disclosure Document

APPLICABLE STATE LAW MIGHT REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN EXHIBIT K.

## Item 1

### THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

The franchisor is OYF US Inc. (“we,” “us,” or “our”). “You” means the individual or entity that buys the franchise. If you are a corporation, partnership, limited liability company, or other entity, your owners must sign our “Guaranty and Assumption of Obligations” in their individual capacities, which means that all of the provisions of the Franchise Agreement (defined below) also will apply to your owners.

We are a Delaware corporation incorporated on June 6, 2022. Our principal business address is 33-24076 112 Avenue, Maple Ridge, British Columbia, Canada V2W 0K2. Our registered address in the United States is 838 Walker Road, Suite 21-2, Dover, Delaware 19904. We do business under our corporate name and the trade name “Oxygen Yoga & Fitness”. If we have an agent in your state for service of process, we disclose that agent in Exhibit B.

We began offering franchises for Oxygen Yoga & Fitness Facilities in August 2023. We also offer, under a separate disclosure document, area representative franchises (“Oxygen Yoga & Fitness AR Businesses”) to area representative franchisees (“Area Representatives”) for the right to solicit franchisees to own and operate Oxygen Yoga & Fitness Facilities within a specific territory, and have done so since August 2023. We pay Area Representatives a portion of the initial franchise fee and the Royalty for each of the Oxygen Yoga & Fitness Facilities developed and opened in the respective Area Representative's territory. (See Items 5 and 6). As of the date of this Disclosure Document, there are nine Oxygen Yoga & Fitness Area Representatives in the United States. We do not operate any Oxygen Yoga & Fitness Facilities or Oxygen Yoga & Fitness AR Businesses, although we may do so in the future. We have not offered franchises in any other line of business other than as described in this paragraph and have no other business activities.

#### Parents, Affiliates and Predecessors

Our parent is Oxygen Yoga & Fitness Inc. (“OYF Inc.”), a corporation in British Columbia (Canada) incorporated on April 11, 2011 that shares our principal place of business. OYF Inc. began offering master franchises and single-unit direct franchises for Oxygen Yoga & Fitness Facilities in Canada in February 2011. As of the date of this disclosure document, there are currently 13 Oxygen Yoga & Fitness master franchisees and 130 franchised Oxygen Yoga & Fitness Facilities operating in Canada, of which 73 operate under a subfranchise agreement with one of the 13 master franchisees. We have no other parents or predecessors required to be disclosed in this item.

Our affiliate, OYF ITL Inc., a corporation in Nova Scotia (Canada), began offering master franchises internationally but outside of Canada in September 2023. As of the date of this Disclosure Document, there is 1 Oxygen Yoga & Fitness master franchisee operating in Mexico and there are 2 Oxygen Yoga & Fitness master franchisees operating in New Zealand. OYF ITL Inc.’s principal address is Nova Centre – South Tower, 1500 – 1625 Grafton Street, Halifax Nova Scotia (Canada) B3J 0E8.

We have no parents or affiliates who currently provide products or services to franchise owners of Oxygen Yoga & Fitness Facilities. Other than as described above, we have no parents or affiliates who have offered or currently offer franchises in any lines of business.

## The Franchise

We grant franchises for yoga and fitness facilities operating under the “Oxygen Yoga & Fitness” name and other trademarks, trade names, service marks, and commercial symbols (collectively, the “Marks”). For reference purposes in this Disclosure Document, we collectively refer to all businesses using the System (defined below) and the Marks as “Oxygen Yoga & Fitness Facilities,” and we call the Oxygen Yoga & Fitness Facility that you will operate the “Franchisee Facility.”

Oxygen Yoga & Fitness Facilities offer yoga, related fitness, weight loss, wellness and health programs using certain standards and specifications, including Far InfraRed Ray or a specialized Heat Therapy environment, as well as other products, services and equipment we authorize, which now comprise, or in the future may comprise, part of the System (defined below) or our trade secrets which are developed by and are proprietary to us or our affiliates.

Oxygen Yoga & Fitness Facilities use our business formats, methods, procedures, signs, designs, layouts, standards, specifications and Marks (the “System”), all of which we may improve, further develop or otherwise modify. If you acquire a franchise, you must operate the Franchisee Facility according to the System. The Franchisee Facility will be operated from a site we accept located at the principal business address listed on Exhibit A of the Franchise Agreement (the “Premises”). The Franchisee Facility will be located in a specific geographic territory (the “Territory”) and will offer products and services, including various yoga and fitness classes, to the general public throughout the year.

We also may grant multi-unit development rights to qualified franchise owners, who then will have the right to develop a number of Oxygen Yoga & Fitness Facilities within a defined area (the “Area”) over a specific time period or according to a pre-determined development schedule. These franchise owners may open and operate Oxygen Yoga & Fitness Facilities directly or through controlled affiliates and will be required to sign our then current form of Franchise Agreement for each Oxygen Yoga & Fitness Facility opened in the Area, which may differ from the current form of Franchise Agreement attached as Exhibit C. Our Development Agreement Rider to the Franchise Agreement is attached as Exhibit D.

As described above, we also offer Area Representatives the right to operate Oxygen Yoga & Fitness AR Businesses under a separate disclosure document.

## Market and Competition

You can expect to compete in your market with locally-owned businesses, as well as national and regional chains that offer group fitness, yoga and other services offered by Oxygen Yoga & Fitness Facilities. The products and services offered by Oxygen Yoga & Fitness Facilities are not seasonal. The market for the products and services offered by Oxygen Yoga & Fitness Facilities (e.g. yoga, related fitness, weight loss, wellness and health programs (including those using Far InfraRed Ray or specialized Heat Therapy environments)) is developed, well-established, and highly competitive. The Franchisee Facility may also be affected by other factors, such as changes in consumer taste, economic conditions, population, and travel patterns. The Franchisee Facility will compete on the basis of various factors such as price, service, location, convenience, types of classes and the variety of classes

offered. We recommend that you consult with your own independent business advisors to evaluate these and other factors before deciding to invest in an Oxygen Yoga & Fitness Facility.

### Industry-Specific Laws and Regulations

The Franchisee Facility will be subject to various federal, state and local laws and regulations that apply to health and fitness clubs and laws that apply to business generally. The Franchisee Facility must comply with all state and local health and sanitation laws and regulations. The Franchisee Facility will also be subject to other laws or regulations that are not specific to the industry, but apply to businesses generally. You should investigate the application of these laws further. It is your sole responsibility to comply with them. Some states may impose restrictions on membership sales, including escrow and/or bond requirements for pre-sale memberships or for membership sales that are valid for more than a specified time period. Some states impose restrictions on the length and terms of your membership agreement, and provide members with certain rights including the right to terminate the membership agreement. This may require that you modify our template membership agreement that we provide you. We do not assume any responsibility for advising you on these regulatory or legal matters. You should consult with your attorney about laws and regulations that may affect the Franchisee Facility.

## **Item 2**

### **BUSINESS EXPERIENCE**

#### Jennifer Hamilton: Director/CEO/President

Ms. Hamilton has been our Director, CEO and President since our inception in June 2022. She also serves in the same roles for our parent, OYF Inc., and has done so since its inception in February 2011. Ms. Hamilton is based in Vancouver, British Columbia (Canada).

#### David Patchell-Evans: Director

Mr. Patchell-Evans has been our Director since our inception in June 2022. He has also served as a Director for our parent, OYF Inc., and has done so since December 2018. He is also the founder and CEO of Goodlife Fitness, a company based in London, Ontario (Canada), which he founded in 1979. Mr. Patchell-Evans is based in London, Ontario (Canada).

#### Melissa Hanssens: Chief Operating Officer

Ms. Hanssens has been our Chief Operating Officer since our inception in June 2022. She has also served in the same role for our parent, OYF Inc., since May 2020. From December 2017 to July 2021, Ms. Hanssens owned an Oxygen Yoga & Fitness Facility in British Columbia (Canada). Ms. Hanssens is currently located in Vancouver, British Columbia (Canada).

## **Item 3**

### **LITIGATION**

No litigation is required to be disclosed in this Item.

## Item 4

### **BANKRUPTCY**

No bankruptcy proceedings are required to be disclosed in this Item.

## Item 5

### **INITIAL FEES**

#### Franchise Agreement

##### Application Fee

You must submit an initial application and participate in a due diligence meeting with us to discuss your business background and candidacy as an Oxygen Yoga & Fitness franchise owner before signing the Franchise Agreement. You must pay an application fee (“Application Fee”) of \$500 after submitting your initial application, but before participating in the due diligence meeting with us. The Application Fee is uniform as to all prospective franchisees and is not refundable, but if you decide to enter into a Oxygen Yoga & Fitness franchise agreement with us to become an Oxygen Yoga & Fitness franchise owner, the Application Fee will be credited to your Initial Franchise Fee (described below) due under the Franchise Agreement.

##### Initial Franchise Fee

If we grant you a franchise for an Oxygen Yoga & Fitness Facility, then when you sign the Franchise Agreement you must pay us a non-recurring initial franchise fee (less the Application Fee) (the “Initial Franchise Fee”) in the amount of \$48,500.

If when you sign a Franchise Agreement for the right to operate your first Oxygen Yoga & Fitness Facility, you sign our Development Agreement Rider to the Franchise Agreement agreeing to develop a minimum of 2 Oxygen Yoga & Fitness Facilities, then we will reduce the amount of Initial Franchise Fee to \$36,000 for the second and each additional Oxygen Yoga & Fitness Facility you agree to develop under the Development Agreement Rider.

If you do not sign our Development Agreement Rider to the Franchise Agreement when you sign a Franchise Agreement for the right to operate your first Oxygen Yoga & Fitness Facility, but you later sign our Development Agreement Rider agreeing to develop additional Oxygen Yoga & Fitness Facilities, then the amount of the Initial Franchise Fee will remain \$48,500 for each of the Oxygen Yoga & Fitness Facilities you agree to develop under the Development Agreement Rider.

If you sign a Franchise Agreement in connection with an Area Representative Agreement you signed with us, then (1) the Initial Franchise Fee for the first Oxygen Yoga & Fitness Facility you agree to develop in the territory of your Area Representative Agreement is included in the area representative fee payable under your Area Representative Agreement, and (2) we will reduce the amount of the Initial Franchise Fee by 66.6% of the then current Initial Franchise Fee (currently, \$48,500) for the second and each additional Oxygen Yoga & Fitness Facility you agree to develop in the territory of your Area Representative Agreement during the term of your Area Representative Agreement.

The Initial Franchise Fee is fully earned by us when paid and is not refundable under any circumstances, except as provided below in this Item 5. If your Oxygen Yoga & Fitness Facility is

located in the territory of an Area Representative, we will pay the Area Representative a portion of the Initial Franchise Fee you pay to us. Except for the reduced Initial Franchise Fee disclosed above, the Initial Franchise Fee is uniform as to all franchise owners purchasing a franchise for an Oxygen Yoga & Fitness Facility.

You may be eligible to receive a refund of up to 50% (less any costs or expenses incurred by us for administration or training of you and your employees/managers) of your Initial Franchise Fee if: (1) your required attendees to our initial training program (the “Initial Training Program”) described in Item 11 below cannot complete the Initial training Program to our satisfaction, we terminate your Franchise Agreement (at our option), and you sign and submit to us a release of claims in a form we prescribe (a sample of which is attached as Exhibit H); or (2) we and you cannot agree upon a location for the Franchisee Facility within 60 days after the date we sign the Franchise Agreement (the “Effective Date”), we terminate your Franchise Agreement (at our option), and you sign and submit to us a release of claims in a form we prescribe (a sample of which is attached as Exhibit H); or (3) you are unable to obtain all necessary governmental approvals, licenses, permits, or other legal authorizations required to open and operate the Franchisee Facility lawfully by the agreed upon opening date, we terminate your Franchise Agreement (at our option), and you sign and submit to us a release of claims in a form we then prescribe (a sample of which is attached as Exhibit H).

#### Technology Fee

The supplier of the POS System charges us or our designee an ongoing technology fee (the “Technology Fee”), which we or our designee may pay on your behalf and for which you must reimburse us or our designee. The amount of the Technology Fee may vary, but it is currently \$500 per month beginning 3 months before the Franchisee Facility opening. The Technology Fee is uniform as to all prospective franchisees and is not refundable.

#### Development Agreement Rider

If we allow you to sign our Development Agreement Rider to the Franchise Agreement because you commit to develop a minimum number of Oxygen Yoga & Fitness Facilities in an Area, we currently charge a development fee that you must pay in full when you sign the Development Agreement Rider. If you sign the Development Agreement Rider agreeing to develop more than 1 Oxygen Yoga & Fitness Facility together with the Franchise Agreement for your first Oxygen Yoga & Fitness Facility, then the development fee due equals the full \$48,500 Initial Franchise Fee for the Oxygen Yoga & Fitness Facility covered by that Franchise Agreement plus a deposit of \$18,000 for each additional Oxygen Yoga & Fitness Facility you will develop. If you do not sign our Development Agreement Rider to the Franchise Agreement when you sign a Franchise Agreement for the right to operate your first Oxygen Yoga & Fitness Facility, but you later sign our Development Agreement Rider agreeing to develop additional Oxygen Yoga & Fitness Facilities, then the development fee due equals the full \$48,500 Initial Franchise Fee for the Oxygen Yoga & Fitness Facility covered by that Franchise Agreement plus a deposit of \$24,250 for each additional Oxygen Yoga & Fitness Facility you will develop. The balance of the Initial Franchise Fee (that is, the remaining \$24,250 or \$18,000, as is applicable) for each Oxygen Yoga & Fitness Facility is due when you sign the Franchise Agreement for that Oxygen Yoga & Fitness Facility. We and you will determine the number of Oxygen Yoga & Fitness Facilities you must develop, and the dates by which you must develop them, before signing the Development Agreement Rider.

The development fee is not refundable under any circumstances. If you sign the Development Agreement Rider, pay the development fee, and then cannot find sites for Oxygen Yoga & Fitness Facilities or choose not to perform for another reason (in which case the first Franchise Agreement and/or the Development Agreement Rider is terminated), we may keep the entire development fee and need not return any money to you.

Initial Merchandise

You must purchase an initial supply of merchandise from us for resale or marketing at the Franchisee Facility, which may include Oxygen Yoga & Fitness branded sweatshirts, t-shirts, tank tops, water bottles, towels, yoga mats and hats. We estimate that these costs will range between \$2,000 and \$3,000, and these costs will not be refundable.

Range of Pre-Opening Amounts Received During Prior Fiscal Year

We did not reduce or waive the fees described above from any franchise owners under Franchise Agreements or Development Agreement Riders during our prior fiscal year.

**Item 6**

**OTHER FEES**

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
<b>Type of Fee<sup>(1)</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Continuing Service and Royalty Fee (“Royalty”)	8.5% of monthly Gross Revenues or \$1,800, whichever is greater <sup>(2)</sup>	Monthly by the 5 <sup>th</sup> day of each month <sup>(2)</sup>	“Gross Revenues” means revenue that you derive from operating the Franchisee Facility, including, but not limited to, all amounts that you receive at or away from the Premises, and whether from cash, check, credit and debit card, barter exchange, trade credit, or other credit transactions and all other income of every kind and nature related to the Franchisee Facility, including revenues and income you receive from the proceeds of any business interruption insurance policies, membership sales, workshops, merchandise, late fees, mat rentals, water sales but (1) excluding all federal, state, or municipal sales, use, or service taxes collected from customers and members and paid to the appropriate taxing authority, (2) excluding any customer or member tips to Franchisee Facility employees and (3) reduced by the amount of any documented refunds, credits, allowances, and charge-backs the

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
<b>Type of Fee<sup>(1)</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
			Franchisee Facility in good faith gives to customers and/or members.
Advertising and Development Fund Contribution (“Fund contribution”)	Up to 2% of monthly Gross Revenues (not currently collecting the Fund contribution).	Monthly, by the 5 <sup>th</sup> day of each month	Fund contributions are payable in the same manner as the Royalty.
Local Advertising	On a monthly basis, 2% of the Franchisee Facility’s Gross Revenues or \$1,800, whichever is greater.	As incurred	Beginning in the 7 <sup>th</sup> month of the franchise term, you must spend this amount on local marketing activities for the Franchisee Facility according to our guidelines.
Cooperative Advertising Programs	Up to 2% of the Franchisee Facility’s Gross Revenues, unless increased by vote of 67% or more of the Oxygen Yoga & Fitness Facilities operating in your defined Advertising Coverage Area <sup>(3)</sup>	As Cooperative Advertising Program directs	No Cooperative Advertising Program yet exists for any Oxygen Yoga & Fitness Facilities as of this Disclosure Document’s issuance date. Cooperative Advertising Program spend, if and when required, will offset against local advertising requirement. Any amounts you contribute to a Cooperative Advertising Program will count toward the minimum amount you are required to spend on local advertising.

<b>Column 1</b> <b>Type of Fee<sup>(1)</sup></b>	<b>Column 2</b> <b>Amount</b>	<b>Column 3</b> <b>Due Date</b>	<b>Column 4</b> <b>Remarks</b>
Initial Training Charges, Expenses and Fee	<p>Our personnel’s then current per diem charges (currently \$80 per trainer, per day) and actual travel and living expenses while providing the on-site support phases of the Initial Training Program and Senior Instructor Training Program, or if we decide to provide any of the Initial Training Program or Senior Instructor Training Program at a location we designate instead of online.</p> <p>If you request that individuals attend the Initial Training Program or Senior Instructor Training Program in addition to those who may attend at no additional cost, then you will pay the then current training fee for each additional person (currently, \$3,750 per person)</p>	As incurred	<p>We provide the Initial Training Program for you (or your managing owner) and the manager-level employee you appoint (the “General Manager”) at no additional cost and the Senior Instructor Training Program for up to 25 Senior Instructors at no additional cost. You may request that additional individuals attend the Initial Training Program at the same time as you and your General Manager at no additional cost. If you request that additional individuals attend the Initial Training Program at a different time or date than when you (or your managing owner) and the General Manager attend the Initial Training Program, or more than 25 Senior Instructors attend the Senior Instructor Training, you will be required to pay the then current training fee.</p>
Additional or Renewal Training and Assistance	Then current training fee per person for additional training during the term of the Franchise Agreement (currently, \$3,750 per person), plus our personnel’s then current per diem charges (currently \$80 per trainer, per	As incurred	<p>We may charge you for additional or special assistance or training you need or request or that we may require during the franchise term. These amounts also apply to on-site consultation services we may provide at the Franchisee Facility during the franchise term (including any additional or special guidance, assistance, or training you request during the initial on-site support period) and for new</p>

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
<b>Type of Fee<sup>(1)</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
	day) and actual travel and living expenses while providing the additional/renewal training at a location that requires our trainers to travel		General Managers you may hire or appoint during the franchise term.
Transfer	(i) \$5,000 for a non-controlling interest in you or (ii) \$20,000 for a controlling interest in you <sup>(4)</sup>	Before transfer completed	Applicable to transfers of an interest in you, the Franchise Agreement, or the assets of the Franchisee Facility. You must satisfy all our conditions of transfer as provided under the Franchise Agreement in order for us to approve any transfer.
Renewal	\$10,000	Upon signing the Successor Franchise Agreement	You must meet certain conditions to have the option to acquire a successor franchise.
Training Fee – Transfer	\$7,500	Before transfer completed	If you transfer the assets of the Franchisee Facility or a controlling interest in you to a buyer who has not completed our Initial Training Program, that buyer must pay us \$7,500 for 2 of its representatives to attend the Initial Training Program.
Product and Service Purchases	Varies	When billed	You will buy products and services from us, our affiliates, designated and approved vendors whose items meet our standards and specifications, and/or other suppliers in the industry.
Testing	The cost of inspection and testing	As incurred	This covers our costs and expenses for evaluating and testing new products or inspecting new suppliers you propose.
Technology Fee	May vary, but currently \$250 per month beginning on the date the Franchisee Facility opens	Monthly by the 5 <sup>th</sup> day of each month	The supplier of the POS System charges us or our designee ongoing fees, which we or our designee may pay on your behalf and for which you must reimburse us or our designee. We or our designee may require that you pay the Technology Fee directly to our supplier at any time.

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
<b>Type of Fee<sup>(1)</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Audit	The cost of inspection or audit	Upon invoice	Due if you do not give us reports, supporting records, or other required information.
Interest on overdue amounts	4% above the prime rate of interest on the first day of each month or the maximum rate allowable by applicable law <sup>(5)</sup>	As agreed	Due on all overdue amounts.
Late Fee	\$50, plus our expenses	As incurred	Due on all overdue amounts.
Insurance	You must reimburse our costs	As incurred	If you fail to obtain insurance, we may obtain insurance for you and you must reimburse us.
Insufficient Funds Processing Fee	\$100, plus our expenses	As incurred	Due if you have insufficient funds in your EDTA to cover a payment, or, if you pay by check, a check is returned for insufficient funds.
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	Due when you do not comply with the Franchise Agreement.
Brand Damages	Will vary under circumstances <sup>(6)</sup>	As incurred	Due only if you terminate the Franchise Agreement before it expires, in which case you must pay us for all Brand Damages (as defined in Note 6 below) related to the early termination.
Reimbursement for Customer/Member Complaints	Will vary under circumstances	As incurred	You and your employees must handle all customer and member complaints, refunds, returns, and other adjustments in a manner that will not detract from the name and goodwill of the Marks, the System or us. We may resolve a customer or member complaint on your behalf, in which case you must reimburse us for our out-of-pocket costs in resolving the complaint.
Indemnification	Will vary under circumstances	As incurred	You must reimburse us if we are held liable for claims from the Franchisee Facility's operations and other damages we incur.

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
<b>Type of Fee<sup>(1)</sup></b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Management Fee	Direct out-of-pocket costs and expenses (plus \$500 per day)	As incurred	Due when we (or a third party we designate) manage the Franchisee Facility after your or your managing owner's death or disability or upon your default or abandonment.
Administrative Fee	\$500 per day that we may terminate the Franchise Agreement	As incurred	Due when you do not comply with the Franchise Agreement.

1/ Except as otherwise noted in this Item 6, all fees are imposed and collected by and payable to us. All fees are uniform and nonrefundable.

2/ Before the Franchisee Facility begins operating, you must sign and deliver to us the documents we require to authorize us to debit your business checking account automatically for the Royalty, and, if established by us, the Advertising and Development Fund Contribution (the "Fund"), and other amounts due under the Franchise Agreement and for your purchases from us and/or our affiliates (the "EDTA"). We will debit the EDTA for these amounts on their due dates. Funds must be available in the EDTA for withdrawal. We may require payment other than by automatic debit, and you must comply with our payment instructions. If we are unable to ascertain the Franchisee Facility's Gross Revenues during any reporting period, we may debit your EDTA for 120% of the last Royalty and Fund contribution (if applicable) that we debited. If the amounts we debit are less than the amounts you actually owe us, then we will debit your EDTA for the remaining balance on the day we specify. If the amounts we debit are greater than the amounts you actually owe us, then we will credit the excess against the amounts that we otherwise would debit from your EDTA during the following month less a 2% administrative fee on the excess amount due to your failure to report.

If the Franchisee Facility is located in the territory of an Area Representative, we will pay the Area Representative a portion of the Royalty you pay to us.

3/ Members of the Cooperative Program will include Oxygen Yoga & Fitness Facilities operated by us or our affiliates that are located within the Advertising Coverage Area. Each Oxygen Yoga & Fitness Facility operating in the Advertising Coverage Area will have one vote. No Cooperative Program yet exists for the franchise network.

4/ The transfer fee will be \$5,000 for transferring a non-controlling ownership interest in you or your owners, or \$20,000 for transferring a controlling ownership interest in you or your owners, as long as in either case: (i) the proposed transferee and its owners (whether direct or indirect) are of good character and otherwise meet our then applicable standards for franchise owners (including no involvement with a Competitive Business, as defined in Item 17); and (ii) you give us prior notice of the transfer and later provide us final documentation of the consummated transfer; and (iii) you reimburse us, upon our demand at any time, for any costs we incur related to the proposed transfer (regardless of whether the proposed transfer actually occurs). "Control" means the power to direct or cause the direction of management and policies. A

“controlling ownership interest” means in a partnership, corporation, limited liability company or other form of business entity, the power, directly or indirectly (including via a nominee arrangement), either to (i) vote 50% or more of the securities having ordinary voting power; (ii) determine the majority of the board of directors, management committee or similar governing body of such person or business entity; or (iii) direct or cause the direction of the management and policies of such person or business entity whether by contract or otherwise. In a trust, a trustee will be deemed to hold 50% of the voting interests of the trust, and each beneficiary of a trust will be deemed to hold his proportionate share of the voting interest of the trust or, if that interest is indeterminate, 50% of the voting interests of the trust.

- 5/ If there is no applicable legal maximum rate, interest will be calculated at the rate of 4% above the prime rate of interest on the first day of each month for the past due amount, as published in The Wall Street Journal.
- 6/ “Brand Damages” include all damages, costs, expenses, attorneys’ and experts’ fees directly or indirectly related to early termination, including lost Royalties, lost Fund contributions, lost profits, loss of goodwill and damage to our Marks and reputation, lost opportunities, travel and personnel costs, expenses that we may incur in developing or finding another franchise owner to develop a new Oxygen Yoga & Fitness Facility in the Territory, and any other lost payments or benefits we would have received for the balance of the term of the Franchise Agreement after the effective date of termination.

**Item 7**

**ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT**

<b>Column 1</b> <b>Type of Expenditure</b>	<b>Column 2</b> <b>Amount</b>	<b>Column 3</b> <b>Method of Payment</b>	<b>Column 4</b> <b>When Due</b>	<b>Column 5</b> <b>To Whom Payment is to be made</b>
Application Fee (1)	\$500	Lump Sum	Upon submitting your initial application	Us
Initial Franchise Fee (less the Application Fee) (2)	\$16,150 - \$48,000	Lump Sum	Upon signing Franchise Agreement (and, if applicable, Development Agreement Rider)	Us
Real Estate/Rent (3)	\$10,500 - \$27,000	As Agreed	As Incurred	Landlord

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>	<b>Column 5</b>
<b>Type of Expenditure</b>	<b>Amount</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment is to be made</b>
Lease, Utility and Security Deposits	\$7,000 - \$18,000	As Agreed	As Incurred	Landlord
Design & Architectural Fees	\$10,000 - \$20,000	As Agreed	As Incurred	Outside Suppliers
Leasehold Improvements (4)	\$250,000 - \$400,000	As Agreed	As Incurred	Outside Suppliers
Startup Inventory (5)	\$10,000 - \$25,000	As Agreed	As Incurred	Outside Suppliers, Us
Signage and Window Graphics	\$10,000 - \$20,000	As Agreed	As Incurred	Outside Suppliers
Equipment and Materials (6)	\$5,000 - \$10,000	As Agreed	As Incurred	Outside Suppliers
Computer System (7)	\$3,500 to \$5,000	As Agreed	As Incurred	Outside Suppliers
Professional Fees (8)	\$3,000 - \$8,000	As Agreed	As Incurred	Lawyers, Accountants and other Advisors
Business License and Permits	\$500 - \$2,000	As Agreed	As Incurred	Government Agencies
Grand Opening Advertising (9)	\$5,000 - \$10,000	As Incurred	As Incurred; must be spent within 3 months of the Franchisee Facility opening.	Third-party Advertising Sources
Training Expenses (10)	\$2,000 - \$5,000	As Incurred	As Incurred	Third Parties
Technology Fee (11)	\$2,250		Monthly	Outside Supplier, Us

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>	<b>Column 5</b>
<b>Type of Expenditure</b>	<b>Amount</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment is to be made</b>
Insurance (12)	\$500 - \$1,000	As Incurred	As Incurred	Insurance Company
Additional Funds – 3 months (13)	\$20,000 - \$40,000	As Incurred	As Incurred	Third Parties
<b>TOTAL ESTIMATED INITIAL INVESTMENT (14)</b>	\$355,900 - \$641,750			

### **Explanatory Notes**

- \* Except for the Initial Franchise Fee, all amounts listed in the above table are nonrefundable. If you want development rights and sign the Development Agreement Rider, you must pay us development fee equal to \$48,500 (the initial franchise fee for the first Oxygen Yoga & Fitness Facility) plus a deposit of \$18,000 for the second Oxygen Yoga & Fitness Facility you will develop and each additional Oxygen Yoga & Fitness Facility you will develop (you must develop a minimum of 2 Oxygen Yoga & Fitness Facilities).
1. The Application Fee is \$500. The Application Fee is not refundable but it will be credited towards the Initial Franchise Fee.
  2. We describe the Initial Franchise Fee in Item 5.

If when you sign a Franchise Agreement for the right to operate your first Oxygen Yoga & Fitness Facility you sign our Development Agreement Rider to the Franchise Agreement agreeing to develop a minimum of 2 Oxygen Yoga & Fitness Facilities, then we will reduce the amount of Initial Franchise Fee to \$36,000 for the second and each additional Oxygen Yoga & Fitness Facility you agree to develop under the Development Agreement Rider. If you do not sign our Development Agreement Rider to the Franchise Agreement when you sign a Franchise Agreement for the right to operate your first Oxygen Yoga & Fitness Facility, but you later sign our Development Agreement Rider agreeing to develop additional Oxygen Yoga & Fitness Facilities, then the amount of the Initial Franchise Fee will remain \$48,500 for each of the Oxygen Yoga & Fitness Facilities you agree to develop under the Development Agreement Rider. Additionally, if you sign a Franchise Agreement in connection with an Area Representative Agreement you signed with us, then (1) the Initial Franchise Fee for the first Oxygen Yoga & Fitness Facility you agree to develop in the territory of your Area Representative Agreement is included in the area representative fee payable under your Area Representative Agreement, and (2) we will reduce the amount of the Initial Franchise Fee by 66.6% of the then current Initial Franchise Fee (currently, \$48,500) for the second and each

additional Oxygen Yoga & Fitness Facility you agree to develop in the territory of your Area Representative Agreement during the term of your Area Representative Agreement.

3. It is your responsibility to identify a suitable Premises within the Territory, which we must accept. We estimate that the Premises should occupy approximately 1,400 to 2,200 square feet of space. We anticipate that you will rent the Premises and the range estimates 3 months' rent. It is possible, however, that you might choose to buy, rather than rent, real estate on which a building suitable for the Franchisee Facility already is constructed or could be constructed. Real estate costs depend on location, size, visibility, economic conditions, accessibility, competitive market conditions, and the type of ownership interest you are buying. Rent depends on geographic location, size, local rental rates, businesses in the area, site profile, and other factors, and could be considerably higher in large metropolitan areas. Oxygen Yoga & Fitness Facilities can be located at Non-Traditional Sites (as defined in Item 12) and in non-free-standing units, strip shopping centers and other venues in downtown commercial areas and in residential areas with high street visibility.
4. Leasehold improvements may include necessary construction work, landscaping and grading of the Premises and parking lots, and other alterations to the proposed site to create a suitable retail space for the Franchisee Facility. This estimate excludes any allowances for tenant improvements that you may receive from the landlord of the Premises.
5. This amount includes \$2,000 to \$3,000 in opening merchandise that you must purchase from us for resale or marketing at the Franchisee Facility, which may include Oxygen Yoga & Fitness branded sweatshirts, t-shirts, tank tops, water bottles, towels, yoga mats and hats.
6. The costs for furniture, fixtures and equipment vary depending on the size, configuration and condition of the Franchisee Facility.
7. You must purchase a Computer System (defined in Item 11) and related software that meets our specifications.
8. We recommend that you engage the services of professionals to assist you in evaluating our franchise opportunity and to help you establish your business. This will include your lawyer and accountant.
9. You must spend at least \$5,000 on grand opening marketing within 3 months of the Franchisee Facility opening for business. We must approve your grand opening marketing plan. Your advertising must comply with our specifications. Your grand opening advertising expenditure is separate from, and in addition to, any Fund contributions that you pay to us.
10. These estimates are for the per diem charges and travel and living expenses for 2 of our trainers to provide the on-site support phases of the Initial Training Program and Senior Instructor Training Program. The low end of the training costs estimate assumes you are located near our principal business address and the high end of the training costs estimate assumes you are not located near our principal business address. The classroom phases of the Initial Training Program and Senior Instructor Training Program are currently conducted online.

11. The supplier of the POS System charges us or our designee an ongoing Technology Fee, which we or our designee may pay on your behalf and for which you must reimburse us or our designee. We or our designee may require that you pay the Technology Fee directly to our supplier at any time. The amount of the Technology Fee may vary, but it is currently \$500 per month beginning 3 months before the Franchisee Facility opening and \$250 per month beginning on the date the Franchisee Facility opens. The estimate is for the Technology Fee during the period beginning 3 months before the Franchisee Facility opening and ending 3 months after the Franchisee Facility opens.
12. You must obtain and maintain certain types and amounts of insurance. Insurance costs depend on policy limits, types of policies, nature and value of physical assets, gross revenue, number of employees, square footage, location, business contents, and other factors bearing on risk exposure. The estimate contemplates insurance costs for 3 months.
13. This item estimates your initial start-up expenses (other than the items identified separately in the table). These expenses include employee payroll (but not any draw or salary for you); initial marketing expenditures for 3 months (not including your grand opening advertising expenditure); bookkeeping and payroll services for 3 months; equipment; installations; security deposits; utility costs; incorporation fees; materials; and any unforeseen incidental expenses related to facilities improvements. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business. Your costs depend on your management skill, experience, and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and the sales level reached during the initial period. We relied on our parent's and our executives' experience in operating Oxygen Yoga & Fitness Facilities and other businesses to compile these estimates.
14. You should review these estimated figures carefully with a business advisor before deciding to acquire the franchise. These amounts are only estimates and your costs could vary considerably depending on the particular circumstances for the Franchisee Facility. We do not offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and lending policies of financial institutions from which you request a loan.

The estimates above generally apply to a new Oxygen Yoga & Fitness Facility. If we allow you to purchase an existing company-owned location, then the initial estimates may vary depending on the circumstances to require a greater or smaller investment than shown above in this Item; however, we do not anticipate that the estimated initial investment will cost significantly more than the estimates shown for a new franchise location.

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## Item 8

### RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

#### Franchise Agreement

You must operate the Franchisee Facility according to our System Standards. System Standards may regulate, among other things, the types, models, and brands of equipment, fixtures, furniture, vehicles, furnishings, and signs (collectively, “Operating Assets”); products, other equipment and supplies you must use in operating the Franchisee Facility; unauthorized and prohibited products, equipment, and services; inventory requirements; and designated and approved suppliers of Operating Assets and other items.

In the case of Operating Assets, suppliers may be limited to us, our affiliates, and/or our designated third-party suppliers, and you must buy those Operating Assets during the franchise term only from us, our affiliates, and/or our designated third-party suppliers at the prices we and they decide to charge. We have the absolute right to limit the suppliers with whom you may deal. We restrict your sources of products and supplies in order to protect our trade secrets, assure quality, assure a reliable supply of products that meet our standards, achieve better terms of purchase and delivery service, control usage of the Marks by third parties, and monitor the manufacture, packaging, processing, and sale of these items.

You must purchase an initial supply of merchandise from us for resale or marketing at the Franchisee Facility, which may include Oxygen Yoga & Fitness branded sweatshirts, t-shirts, tank tops, water bottles, towels, yoga mats and hats. Neither we nor any of our affiliates are currently an approved supplier of any other products or services. None of our officers currently owns an interest in any designated third-party supplier to the franchise network.

You currently must purchase certain Operating Assets, including Infrared Panels, Hot Yoga Flooring, and the point-of-sale system and software we describe in Item 11, only from suppliers we designate. Except as we describe above, there are no other goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate or comparable items for establishing or operating the Franchisee Facility that you currently must buy or lease from us (or an affiliate) or designated suppliers.

To maintain the quality of the goods and services that Oxygen Yoga & Fitness Facilities sell and our System’s reputation, we may condition your right to buy or lease goods and/or services (besides those described above that you may obtain only from us, our affiliates, and/or other specified exclusive sources) on their meeting our minimum standards and specifications and/or being acquired from suppliers that we approve. We will issue and modify standards and specifications based on our and our Oxygen Yoga & Fitness Facility franchise owners’ experience in operating Oxygen Yoga & Fitness Facilities. Our standards and specifications may impose minimum requirements for production, performance, reputation, prices, quality, design, and appearance. Our confidential operating manual and other communications we may provide to you (collectively, the “Operations Manual”) will identify our standards and specifications for the System. We will notify you and, where appropriate, the suppliers, of our standards and specifications. There might be situations where you can obtain items from any supplier who can satisfy our requirements and, therefore, would be an approved supplier.

If we institute any type of restrictive sourcing program, and you want to use any item or service that we have not yet evaluated or to buy or lease from a supplier that we have not yet approved or designated, you first must send us sufficient information, specifications, and samples so that we can determine whether the item or service complies with System Standards or the supplier meets our approved supplier criteria. We list examples of our criteria for supplier approval in the following paragraph below in this Item, and we will make available our then current criteria to you, as necessary, upon request if we are asked to evaluate and approve a new supplier, item, or service for use with the System. We may require you or the supplier to reimburse us for our costs and expenses for the evaluation and will decide within a reasonable time (no more than 120 days). We periodically will establish procedures for your requests and may limit the number of approved items, services, and/or suppliers as we think best.

Supplier approval might depend on product quality, delivery frequency and reliability, service standards, financial capability, customer/member relations, concentration of purchases with limited suppliers to obtain better prices and service, a supplier's willingness to pay us, one of our affiliates, and/or our system for the right to do business with our system, or other criteria. We and our affiliates may receive payments or other material consideration from suppliers on account of their actual or prospective dealings with you and other franchise owners and to use all amounts that we and our affiliates receive without restriction (unless we and our affiliates agree otherwise with the supplier) for any purposes we and our affiliates deem appropriate. Supplier approval might be temporary until we evaluate the supplier in more detail. We may inspect a proposed supplier's facilities during and after the approval process to make sure that the supplier meets our standards. If it does not, we may revoke our approval by notifying the supplier and you in writing. We have no obligation to approve any request for a new supplier, product, or service. We may charge you our actual costs of inspection and testing of products in connection with our evaluation and approval or disapproval of proposed suppliers.

Insurance. Besides these purchases or leases, you must obtain and maintain, at your own expense, the insurance coverage that we periodically require and satisfy other insurance-related obligations underwritten by responsible insurance carriers acceptable to us and which are authorized to do business in the state(s) in which the Franchisee Facility is located. You currently must have comprehensive general liability coverage (\$2 million per person or occurrence), all risk or special form coverage on the Premises, business interruption insurance, motor vehicle liability insurance (if applicable), worker's compensation, tenant's insurance, employer's liability insurance, unemployment insurance and state disability insurance, employment practices liability insurance, cyber security insurance, crime insurance, builder's and/or contractors' insurance (as applicable), lien insurance, and performance and completion bonds, umbrella or excess liability insurance, insurance to cover your indemnification obligation, and other policies containing the minimum liability coverage we specify from time to time, and any other coverage required by law or your lease. Premiums depend on the insurance carrier's charges, terms of payment, and your history. All insurance policies must name us and our affiliates, officers, partners, shareholders, members, directors, managers, agents, employees, successors and assignees as additional insured parties. If you fail to obtain or maintain required insurance coverage for the Franchisee Facility, we may do so on your behalf and invoice you for reimbursement of our costs to arrange the missing coverage. The types and coverage amounts we require you to obtain and maintain are only minimums, and we have not assessed whether, and do not guarantee that, the types and coverage amounts are sufficient for the Franchisee Facility.

Advertising Materials. Before you use them, you must send us for review samples of all advertising, promotional, and marketing materials that we (or a supplier we may designate, at our option) have not prepared or previously approved. If you do not receive written notice of approval within 10 days after you submit materials to us, they are deemed disapproved. You may not use any advertising, promotional, or marketing materials that we have not approved or have disapproved.

Oxygen Yoga & Fitness Facility Development. You are responsible for developing the Franchisee Facility, and you must use the services of a licensed contractor. We may give you mandatory and suggested specifications and layouts for an Oxygen Yoga & Fitness Facility, including requirements for dimensions, design, image, interior layout, décor, and color scheme. These plans might not reflect the requirements of any federal, state, or local law, code, or regulation, including those arising under the Americans with Disabilities Act (“ADA”) or similar rules governing public accommodations for persons with disabilities. You must prepare a site survey and all required construction plans and specifications and floor plans for the Franchisee Facility’s site and make sure that they comply with the ADA and similar rules, other applicable ordinances, building codes, permit requirements, and lease requirements and restrictions. We may review and approve all final plans and specifications before you begin constructing the Franchisee Facility and all revised or “as built” plans and specifications during construction. Our review is only to ensure your compliance with our design requirements. We may inspect the Franchisee Facility (including the use of “mystery customers”) during its development and during the franchise term.

Oxygen Yoga & Fitness Facility Site. We may accept or not accept your lease or sublease and to require that you sign our required form of lease addendum to any third-party lease you sign (attached as an exhibit to the Franchise Agreement). We may also enter into a master lease for the site of the Franchisee Facility and sublease the Premises to you. You must submit, for our review and written acceptance, all information and materials we request regarding any site at which you propose to operate an Oxygen Yoga & Fitness Facility.

Collectively, the purchases and leases described above are approximately 85% of your overall purchases and leases in establishing the Franchisee Facility and 65% of your overall purchases and leases in operating the Franchisee Facility.

Our parent, OYF Inc., received \$6,650 in revenue during its last fiscal year from selling merchandise to Oxygen Yoga & Fitness Facility franchise owners. Neither we nor any of our affiliates received any revenue or other material consideration during our last fiscal year from selling items to Oxygen Yoga & Fitness Facility franchise owners, but we may do so in the future. During our last fiscal year, we did not receive rebates from any suppliers, but we may do so in the future. We anticipate that we will, but have no obligation to, deposit certain future amounts we receive from suppliers (as a result of purchases made by Oxygen Yoga & Fitness Facilities from those suppliers) to the Fund for the general benefit of the Marks and the promotion of all Oxygen Yoga & Fitness Facilities generally.

There currently are no purchasing or distribution cooperatives. We may negotiate purchase arrangements with suppliers (including price terms). We do not provide material benefits to Oxygen Yoga & Fitness Facility franchise owners (for example, renewal or granting additional franchises) based on their purchase of particular products or services or use of particular suppliers.

## Development Agreement Rider

The Development Agreement Rider does not require you to buy or lease from us (or our affiliates), our designees, or approved suppliers, or according to our specifications, any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items. You must give us information and materials we request regarding each site at which you propose to operate an Oxygen Yoga & Fitness Facility so we can assess that site. The information and materials we may request is consistent with the information and materials we may request for site selection under the Franchise Agreement.

### Item 9

#### FRANCHISEE'S OBLIGATIONS

**This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Disclosure Document.**

<b>OBLIGATION</b>	<b>SECTION IN AGREEMENT</b>	<b>DISCLOSURE DOCUMENT ITEM</b>
a. Site selection and acquisition/lease	Sections 1.D, 2.A., and 2.B of Franchise Agreement; Section 6 of Development Agreement Rider	Items 7, 8, and 12
b. Pre-opening purchases/leases	Sections 2.A to 2.F and 8 of Franchise Agreement	Items 5, 7, 8, and 11
c. Site development and other pre-opening requirements	Section 2 of Franchise Agreement	Items 7, 8, and 11
d. Initial and ongoing training	Section 4 of Franchise Agreement	Items 6, 7, and 11
e. Opening	Section 2.F of Franchise Agreement; Section 3 of Development Agreement Rider	Item 11
f. Fees	Sections 2.B, 2.E, 3.A to 3.C, 3.E to 3.G, 4.A to 4.D, 8.C, 8.F, 9, 11.B, 12.C, 13.A, 14.C, 14.F, 15.D, 16.D, and 17.C of Franchise Agreement; Section 5 of Development Agreement Rider	Items 5, 6, and 7
g. Compliance with standards and policies/operating manual	Sections 4.C, 4.D, and 8 of Franchise Agreement	Items 8 and 11

<b>OBLIGATION</b>	<b>SECTION IN AGREEMENT</b>	<b>DISCLOSURE DOCUMENT ITEM</b>
h. Trademarks and proprietary information	Sections 5 and 6 of Franchise Agreement; Section 4 of Development Agreement Rider	Items 13 and 14
i. Restrictions on products/services offered	Sections 1.D and 8 of Franchise Agreement; Section 4 of Development Agreement Rider	Items 8, 11, 12, and 16
j. Warranty and customer service requirements	Section 8 of Franchise Agreement	Items 8, 12, and 16
k. Territorial development and sales quotas	Sections 1.D to 1.G of Franchise Agreement; Sections 2, 3, and 6 of Development Agreement Rider	Items 12 and 17
l. Ongoing product/service purchases	Sections 2.E, 2.F, and 8 of Franchise Agreement	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	Sections 8 and 13 of Franchise Agreement	Items 8, 11, 16, and 17
n. Insurance	Section 8.F of Franchise Agreement	Items 7 and 8
o. Advertising	Section 9 of Franchise Agreement	Items 6, 7, 8, and 11
p. Indemnification	Section 16.D of Franchise Agreement; Section 10 of Development Agreement Rider	Item 6
q. Owner's participation/management/staffing	Sections 1.C, 4, 6, and 8 of Franchise Agreement	Items 11 and 15
r. Records and reports	Section 10 of Franchise Agreement	Not Applicable
s. Inspections and audits	Section 11 of Franchise Agreement	Items 6 and 11
t. Transfer	Section 12 of Franchise Agreement; Section 9 of Development Agreement Rider	Item 17
u. Renewal	Section 13 of Franchise Agreement	Item 17
v. Post-termination obligations	Section 15 of Franchise Agreement	Item 17

OBLIGATION		SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
w.	Non-competition covenants	Sections 7, 12, 15, and 16 of Franchise Agreement	Items 15 and 17
x.	Dispute resolution	Section 17 of Franchise Agreement; Section 10 of Development Agreement Rider	Item 17
y.	Other – Guaranty	Sections 1.C and 12.C of Franchise Agreement; Attachment to Franchise Agreement	Items 1 and 15

### Item 10

### FINANCING

We and our affiliates do not offer direct or indirect financing. Neither we nor our affiliate will guarantee your note, lease, or obligation.

### Item 11

### FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

**Except as listed below, we are not required to provide you with any assistance.**

#### Pre-Opening Assistance

Before you open and begin operating the Franchisee Facility, we (and/or an Area Representative operating in the Designated Area (defined below)) will:

1. Identify a designated area for you to select a site for the Franchisee Facility (the “Designated Area”). We will use reasonable efforts to help analyze your market area, to help determine site feasibility, and to assist in designating the location, although we will not conduct site selection activities for you. We may refer sites within the Designated Area to you for your consideration. (Franchise Agreement – Section 2.A)
2. We anticipate that you will operate the Franchisee Facility in a commercial space that you will lease. We will accept or not accept each site that you propose within the Designated Area according to our general criteria for selection of an Oxygen Yoga & Fitness Facility. The site must meet our criteria for demographic characteristics; traffic patterns; parking; character of neighborhood; competition from, proximity to, and nature of other businesses; size; appearance; and other physical and commercial characteristics. You must submit and receive our acceptance of a site within the Designated Area and related materials to us within 120 days after the Effective Date. (Franchise Agreement – Sections 1.D, 2.A and 2.B)

3. We must accept your third-party lease for the Premises. The lease must be in form and substance we accept, and must include the provisions of our required lease addendum. You must submit a proposed lease or purchase document for the Premises to us within 60 days after we accept the site for the Premises. You must deliver to us the accepted and fully-signed lease (including the provisions of the lease addendum) within 7 days after you sign the lease or purchase document for the Premises or, if earlier, before the date specified in any Development Agreement Rider that we and you sign. At our option, we may terminate your Franchise Agreement if you and we do not agree on a site, and you do not submit a lease or purchase document for that site to us, within 180 days after the Effective Date. (Franchise Agreement – Sections 2.B and 14.B)
4. Designate the Territory for the Franchisee Facility. (Franchise Agreement – Section 1.F)
5. Provide you mandatory and suggested specifications and layouts for an Oxygen Yoga & Fitness Facility, including requirements for dimensions, design, image, interior layout, décor, fixtures, equipment, signs, furnishings, and color scheme. (Franchise Agreement – Section 2.C)
6. As discussed in Item 8, identify the Operating Assets and related products and services, equipment and supplies that you must use to develop and operate the Franchisee Facility, provide written specifications in the Operations Manual for the minimum standards and specifications that you must satisfy, and provide a written list in the Operations Manual of the designated and approved suppliers from whom you must or may buy or lease these items (which may be limited to and/or include us, our affiliates, and/or other specified exclusive sources, and we may, but are not required to, deliver and/or install these items). (Franchise Agreement – Sections 2.A, 2.D, and 8)
7. Provide you access to one copy of the Operations Manual, the current table of contents of which is Exhibit G. As of the date of this Disclosure Document, the Operations Manual contains 138 pages. (Franchise Agreement – Section 4.D)
8. Advise you on the Franchisee Facility’s grand opening advertising program. (Franchise Agreement – Section 9.A)
9. Provide the Initial Training Program to you (or your managing owner) and the General Manager and provide the Senior Instructor Training Program to up to 25 Senior Instructors. (Franchise Agreement – Section 4.A) We describe these training programs later in this Item.
10. Provide you with template membership agreements to use with members of the Franchisee Facility. (Franchise Agreement – Section 8.K)
11. Designate a specific number of Oxygen Yoga & Fitness Facilities you must develop and open at accepted locations in the Area (if we grant you development rights). We also will supply to you our site selection criteria and may put you in contact with a commercial real estate broker in your Area. (Development Agreement Rider – Sections 2, 3, and 6) Some of the assistance noted above may be performed during the term of a Development Agreement Rider but before the signing of a second or subsequent Franchise Agreement.

12. You are responsible for developing the Franchisee Facility, and you must use the services of a licensed contractor. We may give you mandatory and suggested specifications and layouts for an Oxygen Yoga & Fitness Facility, including requirements for dimensions, design, image, interior layout, décor, and color scheme. These plans might not reflect the requirements of any federal, state, or local law, code, or regulation, including those arising under the Americans with Disabilities Act (“ADA”) or similar rules governing public accommodations for persons with disabilities. You must prepare a site survey and all required construction plans and specifications and floor plans for the Franchisee Facility’s site and make sure that they comply with the ADA and similar rules, other applicable ordinances, building codes, permit requirements, and lease requirements and restrictions. We may review and approve all final plans and specifications before you begin constructing the Franchisee Facility and all revised or “as built” plans and specifications during construction. Our review is only to ensure your compliance with our design requirements. We may inspect the Franchisee Facility (including the use of “mystery customers”) during its development and during the franchise term.

### **Ongoing Assistance**

During your operation of the Franchisee Facility, we (and/or an Area Representative operating in the Designated Area) will:

1. Advise you regarding the Franchisee Facility’s operation based on your reports or our inspections, audits and/or evaluations of your training methods, techniques, equipment, staff and services given to customers and members. We also will guide you on standards, specifications, and operating procedures and methods that Oxygen Yoga & Fitness Facilities use; purchasing required and authorized Operating Assets and related products and services, and other items and arranging for their distribution to you; advertising and marketing materials and programs; employee training; and administrative, bookkeeping, and accounting procedures. We will guide you in our Operations Manual, bulletins, or other written materials; by electronic media; by telephone consultation; and/or at our office or the Franchisee Facility. (Franchise Agreement – Section 4.C)
2. Give you, at your request (and our option), additional or special guidance, assistance, and training. (Franchise Agreement – Section 4)
3. Continue to provide you access to one copy of the Operations Manual, which could include audiotapes, videotapes, compact disks, computer software, other electronic media, and/or written materials. The Operations Manual contains mandatory and suggested specifications, standards, operating procedures, and rules (“System Standards”) that we periodically require. We may modify the Operations Manual periodically to reflect changes in System Standards. (Franchise Agreement – Sections 4.D and 8)
4. Issue and modify System Standards for Oxygen Yoga & Fitness Facilities. We periodically may modify System Standards, which may accommodate regional or local variations, and these modifications may require you to invest additional capital in the Franchisee Facility and/or incur higher operating costs. (Franchise Agreement – Section 8)

5. Establish, to the fullest extent allowed by applicable law, maximum, minimum, or other pricing requirements with respect to the prices you may charge for products and services. (Franchise Agreement – Section 8.G)
6. Inspect the Franchisee Facility and observe the Franchisee Facility’s operations to help you comply with the Franchise Agreement and all System Standards. (Franchise Agreement – Section 11.A)
7. Let you use our confidential information. (Franchise Agreement – Section 6)
8. Let you use our Marks. (Franchise Agreement – Section 5)
9. Periodically offer refresher training courses. (Franchise Agreement – Section 4.B)

### **Advertising and Development Fund**

Recognizing the value of advertising and marketing to the goodwill and public image of Oxygen Yoga & Fitness Facilities, we may establish the Fund for advertising, marketing, and public relations programs and materials we deem appropriate, to which you must contribute up to 2% of the Franchisee Facility’s Gross Revenues. We may designate a separate entity to operate and administer the Fund. Any such entity will have all of the rights and duties described here. You must contribute to the Fund the amounts that we periodically require. Oxygen Yoga & Fitness Facilities that we or our affiliates operate may contribute to the Fund on the same basis as franchise owners. We may collect for deposit into the Fund any advertising, marketing, or similar allowances paid to us by suppliers who deal with Oxygen Yoga & Fitness Facilities and with whom we have agreed that we will so deposit these allowances.

We and/or an advertising agency that we designate, and, if applicable, your Area Representative, will direct all programs that the Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. The Fund may pay for preparing and producing video, audio, and written materials and electronic media; costs associated with inbound marketing channels and providers (for example, Google, Facebook, Instagram, TikTok, Pinterest and Yelp); developing, implementing, and maintaining an electronic commerce website and/or related strategies and efforts; social media strategy and execution; use of social media influencers; administering regional and multi-regional marketing and advertising programs, including purchasing trade journal, direct mail, and other media advertising; using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities. The Fund may advertise locally, regionally, and/or nationally in printed materials, on radio or television, and/or on the Internet, whatever we think best.

The Fund may periodically give you samples of advertising, marketing, and promotional formats and materials at no cost. If we make these available, and you would like copies of the samples, the Fund will sell you multiple copies of these materials at their direct cost of producing them, plus any related shipping, handling, and storage charges.

We will account for the Fund separately from our other funds and not use the Fund for its or our general operating expenses. However, we may use the Fund to pay the reasonable salaries and

benefits of personnel who manage and administer the Fund, the Fund's other administrative costs, travel expenses of personnel while they are on Fund business, meeting costs, exposition and show costs, overhead relating to Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Fund and its programs, including conducting market research; public relations; preparing advertising, promotion, and marketing materials; and collecting and accounting for Fund contributions. Because we did not implement the Fund during our 2024 fiscal year, it has no operating history and is not currently audited.

The Fund is not our asset. The Fund also is not a trust. We have a contractual obligation to hold all Fund contributions for the benefit of the contributors and to use contributions only for their permitted purposes (described above). We do not have a fiduciary obligation to you for administering the Fund. The Fund may spend in any fiscal year more or less than the total Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, re-pay any amounts owed to us or others as borrowed by the Fund in prior periods, or invest any surplus for future use. We do not expect to use any of the Fund contributions specifically to develop materials and programs that will be used principally to solicit franchise owners. However, media, materials, and programs, including our website, prepared using Fund contributions may describe our franchise program, reference the availability of franchises and related information, and process franchise leads. We may prepare an annual, unaudited statement of Fund collections and expenses and give you the statement upon written request. We may have the Fund audited annually, at the Fund's expense, by an independent certified public accountant. We may incorporate the Fund or operate it through a separate entity when we think best. The successor entity will have all of the rights and duties described here.

The Fund is to maximize recognition of the Marks and patronage of Oxygen Yoga & Fitness Facilities. Although we and, if applicable, your Area Representative, may use the Fund to develop advertising and marketing materials and programs, and to place advertising and marketing, that will benefit all Oxygen Yoga & Fitness Facilities, we and, if applicable, your Area Representative, need not ensure that Fund expenditures in or affecting any geographic area are proportionate or equivalent to Fund contributions by Oxygen Yoga & Fitness Facilities operating in that geographic area or that any Oxygen Yoga & Fitness Facility benefits directly or in proportion to its Fund contribution from the development of advertising and marketing materials or the placement of advertising. We may use collection agents and institute legal proceedings to collect Fund contributions at the Fund's expense. We also may forgive, waive, settle, and compromise all claims by or against the Fund. We assume no other direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Fund.

We may at any time defer or reduce a franchise owner's Fund contributions and, upon 30 days' prior written notice to you, reduce or suspend Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Fund. If we terminate the Fund, we will either spend the remaining monies in the Advertising Fund or distribute all unspent monies to franchise owners, and to us and our affiliates, in proportion to their, and our, respective contributions during the preceding 12-month period. We may reinstate Fund contributions upon the same terms and conditions set forth herein upon 30 days' prior written notice to you. (Franchise Agreement – Section 9.B)

## **Your Local Advertising**

In addition to your Fund contributions and your grand opening advertising obligation, you must, beginning in the 4th month after the Franchisee Facility opens and in all subsequent months, spend a minimum of 2% of the Franchisee Facility's prior month's Gross Revenues or \$1,800, whichever amount is greater, to advertise and promote the Franchisee Facility. You must participate at your own expense in all advertising, promotional and marketing programs that we require. You must send us monthly reports of your marketing expenditures.

Your local advertising and promotion must follow our guidelines. All advertising and promotional materials that you develop for the Franchisee Facility must contain notices of our website's domain name in the manner we designate. You may not develop, maintain, or authorize any website that mentions or describes you or the Franchisee Facility or displays any of the Marks without our prior written approval. We alone may establish, maintain, modify or discontinue all Internet, worldwide web and electronic commerce activities pertaining to the System, including through the use of a page or profile on a social media website such as Facebook, Instagram, TikTok, Pinterest, LinkedIn and Twitter. All advertising, promotion, marketing, and public relations must be completely clear, factual, and not misleading and conform to both the highest standards of ethical advertising and marketing and the policies that we periodically require. Before you use them, you must send us or our designated agency for review samples of all advertising, promotional, marketing, and public relations materials that we have not prepared or previously approved. Promotional material includes materials you provide on a website or similar medium. If you do not receive written approval or disapproval within 10 days after we or our designated agency receives the materials, they are deemed to be disapproved. You may not use any advertising, promotional, marketing, or public relations materials that we have not approved or that we have disapproved.

You must list and advertise the Franchisee Facility in at least one online directory listing (e.g., Google or Yelp) as we designate or approve from time to time. (Franchise Agreement – Section 9.C)

There is no obligation for us to maintain any advertising program or to spend any amount on advertising in your geographic area. We have the right to require you to use one or more required suppliers for your local advertising and to require you to spend all or a portion of the required money you must spend on local advertising with required suppliers.

## **Cooperative Advertising Programs**

We may designate an advertising coverage area (“ACA”) – local or regional – in which 2 or more Oxygen Yoga & Fitness Facilities are located in order to seek to establish a cooperative advertising program (“Cooperative Program”). An ACA is the area covered by the particular advertising medium recognized in the industry. We will require all franchise owners in the ACA to participate. Each Oxygen Yoga & Fitness Facility operating in the ACA will have one vote, including those we or our affiliate operate.

Each Cooperative Program will be organized and governed in a form and manner, and begin operating on a date, that we determine in advance. Each Cooperative Program's purpose is, with our approval, to administer advertising programs and develop promotional materials for the area the Cooperative Program covers. If we establish a Cooperative Program for the geographic area in which

the Franchisee Facility is located, you must sign the documents we require to become a member of the Cooperative Program and participate in the Cooperative Program as those documents require.

If a Cooperative Program is established for your ACA, you must contribute up to 2% of the Franchisee Facility's Gross Revenues to the Cooperative Program weekly, monthly, or as otherwise specified by 50% or more of the Oxygen Yoga & Fitness Facilities operating in the ACA. You need not contribute more than 1.5% of the Franchisee Facility's Gross Revenues to the Cooperative Program unless 67% or more of the Oxygen Yoga & Fitness Facilities operating in the ACA, including those we or our affiliates operate, vote to increase the contribution in excess of 1.5%. Any amounts you contribute to a Cooperative Program will count toward the minimum amount you are required to spend on local advertising.

We do not have a franchise owner advisory council that advises us on advertising policies.

### **Computer System**

You must obtain and use in the Franchisee Facility a computer system containing the hardware and software we specify or that we recommend (the "Computer System"), the initial cost of which is between approximately \$3,500 and \$5,000 depending on the hardware you select. The Computer System currently includes the required point-of-sale ("POS") system and related hardware and software from our designated vendor. Currently, our required POS system is provided by Mindbody. In addition to the cost for the initial purchase of the Computer System, you must pay us or our designee the monthly Technology Fee (currently \$500 per month beginning three months before the Franchisee Facility opening and \$250 per month beginning on the date the Franchisee Facility opens), which is meant to reimburse us or our designee for monthly amounts we or our designee pay to Mindbody on your behalf. We or our designee may require that you pay the Technology Fee directly to Mindbody at any time.

You must purchase all other parts of the Computer System from vendors we have approved for a particular component and your Computer System for the Franchisee Facility meets our overall specifications. We may modify the specifications for and components of the Computer System. You will be responsible for the costs of updating and implementing any changes we make to the Computer System.

You will be solely responsible for ongoing maintenance and upgrading of the Computer System. Other than the on-going monthly Technology Fee you pay to us or our designee for services provided by Mindbody, the third parties whose Computer System-related products you purchase or lease have no contractual rights or obligations to provide ongoing maintenance, repairs, upgrades or updates unless you obtain a service contract or a warranty covers the product.

The types of data to be generated or stored in the Computer System include sales information, costs analysis and other information that we may specify in the Operations Manual. We have independent, unlimited access to the information generated by the Computer System, and there are no contractual limitations on our right to do so. We may connect remotely to your Computer System at any time for any information and you must never block or restrict this access. You must also have a functioning email address so that we can send you notices and otherwise communicate with you by this method. You must provide us with current passwords and login information for full access to the Mind Body POS System. This access will help facilitate appropriate class scheduling, and enable us

to provide suggestions for growth and development, to calculate monthly fees owed to us, and to compile metrics for projections for advertising and future development.

We may change the Computer System at any time. There are no contractual limitations on the frequency and cost of this obligation. We need not reimburse you for any of these costs. We may require you to use proprietary software, for which you may pay an annual license fee. We or our affiliates may condition any license of proprietary software to you, or your use of technology that we or our affiliates develop or maintain, on your signing a software license agreement or similar document that we or our affiliates prescribe to regulate your use of, and our and your respective rights and responsibilities concerning, the software or technology. We or our affiliates may charge you a monthly, annual, or other license fee for any proprietary software or technology that we or our affiliates license to you and for other maintenance and support services that we or our affiliates provide during the franchise term.

### **Opening**

We estimate that it will be 180 to 730 days after you sign the Franchise Agreement before you open and begin operating the Franchisee Facility. The specific timetable for opening and operating the Franchisee Facility depends on various factors, including the location of the Premises; the delivery schedule for equipment and supplies; completing training; and complying with local laws and regulations. You must notify us in writing of the Franchisee Facility's opening date at least 90 days before the opening of the Franchisee Facility. You may not open or begin operating the Franchisee Facility until: (1) we notify you in writing that the Franchisee Facility and Premises meet our standards and specifications; (2) you (or your managing owner) and your other employees complete the Initial Training Program and Senior Instructor Training Program (as defined in Item 11) to our satisfaction; (3) you pay the initial franchise fee and other amounts then due to us; and (4) you give us certificates or other evidence we require for all required insurance policies. In any case, you must open the Franchisee Facility within 730 days after the Effective Date of the Franchise Agreement. (Franchise Agreement – Section 2.F)

### **Training**

#### **Initial Training Program**

If this is your first Oxygen Yoga & Fitness Facility, then before the Franchisee Facility opens for business, we will train you (or your managing owner) and the General Manager you appoint on operating an Oxygen Yoga & Fitness Facility. The Initial Training Program currently consists of 5 weeks of sales and operations training, and as noted below, 4 days of on-site training and support on opening the Franchisee Facility. We will use the Operations Manual and various instructional materials as we conduct the Initial Training Program. If we determine that you (or your managing owner) and the General Manager cannot complete the Initial Training Program to our satisfaction, then we may terminate the Franchise Agreement. In that case, you will be eligible to receive up to a 50% refund of any initial franchise fee that you have already paid if you sign our required form of release of claims. (Franchise Agreement – Section 4.A) If you do not satisfactorily complete the required Initial Training Program during the normal time allotted, we may require you (or your managing owner) and/or your employees to attend additional training programs in order to achieve the sufficient level of training we require. We may charge reasonable fees for such additional training, as well as for additional training programs we may require or offer during the franchise term. If we decide to provide these additional

training programs at a location we designate instead of online, you must pay for all travel and living expenses that you and your personnel incur, and for your personnel's wages and workers' compensation insurance while they attend this additional training at the location we designate and (ii) our personnel's then current per diem charges (currently \$80 per trainer, per day) and actual travel and living expenses while they provide this additional training at the location we designate, if they are required to travel. (Franchise Agreement – Section 4.A)

Additional people beyond 2 attendees may attend the Initial Training Program at no extra charge so long as those individuals attend the Initial Training Program at the same time as you (or your managing owner) and the General Manager, subject to our ability and capacity to accommodate these extra persons. If additional individuals attend the Initial Training Program at a different time or session than you (or your managing owner) and the General Manager, then you must pay our then current training charge for each additional person (currently, \$3,750 per person) to attend our Initial Training Program.

We or our designee conduct our Initial Training Program as frequently as we deem necessary. All classroom training may be conducted at a location we designate and/or online. The on-site support phase of the Initial Training Program around the Franchisee Facility's opening is conducted at the Premises. If we decide to provide the classroom training at a location we designate instead of online, you must pay for (i) all travel and living expenses that you and your personnel incur, and for your personnel's wages and workers' compensation insurance while they train at the location we designate and (ii) our personnel's then current per diem charges (currently \$80 per trainer, per day) and actual travel and living expenses while they provide this training at the location we designate, if they are required to travel. Additionally, you must pay our personnel's then current per diem charges (currently \$80 per trainer, per day) and actual travel and living expenses for the on-site support phase of the Initial Training Program.

You (or your managing owner) and the General Manager may not attend the Initial Training Program more than 12 weeks before the Franchisee Facility's scheduled opening date, and the Initial Training Program must be completed to our satisfaction at least 2 weeks before the Franchisee Facility opens. You (or your managing owner) and the General Manager must complete the Initial Training Program to our satisfaction before you may open and begin operating the Franchisee Facility. (Franchise Agreement – Section 4.A)

As of the date of this Disclosure Document, our required Initial Training Program includes the following programming:

**INITIAL TRAINING PROGRAM**

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of On-the-Job Training</b>	<b>Location</b>
OYF Intro	1	0	Online or a location we designate
Modules: 1, 2, 3 Marketing, Journaling & Mindbody	Up to 15	0	Online or a location we designate

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of On-the-Job Training</b>	<b>Location</b>
Modules: 4, 5, 6 Sales & Objections	Up to 11	0	Online or a location we designate
Module: 7 Operations	Up to 9	0	Online or a location we designate
Module: 8 Running Reports	Up to 3	0	Online or a location we designate
Module: 9 Classes & Scheduling	Up to 6	0	Online or a location we designate
Modules: 10 & 11 Conquering Mindbody & Axle	Up to 6	0	Online or a location we designate
Module 12: Finalizing Karma Week	Up to 2	0	Online or a location we designate
Karma Week Job Shadowing	0	Up to 25 Hours	The Premises
<b>Totals</b>	Up to 53	Up to 25 Hours	

### Senior Instructor Training

In addition to the Initial Training Program described above, we also will provide senior instructor training (the “Senior Instructor Training Program”) for no additional fee for up to 25 senior instructors (each a “Senior Instructor”). If you request to have additional Senior Instructors complete the Senior Instructor Training Program, or you must replace any Senior Instructors during the term of the Franchise Agreement, then we may require you to pay our then applicable charges for the Senior Instructor Training Program (currently, \$3,750 per person).

We or our designee conduct our Senior Instructor Program as frequently as we deem necessary. All classroom training may be conducted at a location we designate and/or online. The on-site support phase of Senior Instructor Training is conducted at the Premises or another location we designate. If we decide to provide the classroom training at a location we designate instead of online, you must pay for (i) all travel and living expenses that you and your personnel incur, and for your personnel’s wages and workers’ compensation insurance while they train at the location we designate and (ii) our personnel’s then current per diem charges (currently \$80 per trainer, per day) and actual travel and living expenses while they provide this training at the location we designate, if they are required to travel. Additionally, you must pay our personnel’s then current per diem charges (currently \$80 per trainer, per day) and actual travel and living expenses for the on-site support phase of the Senior Instructor Training Program.

At least 10 Senior Instructors must begin the Senior Instructor Training Program no more than 8 weeks before the Scheduled Opening Date, and must complete the Senior Instructor Training

Program to our satisfaction at least 2 weeks before the Scheduled Opening Date. As part of the Senior Instructor Training Program, we may require Senior Instructors to obtain specific certifications as a condition to completing the Senior Instructor Training Program, including 200 hours of yoga teacher training, group fitness certification, personal training and/or pilates certification. Senior Instructor Training consists of web-based and on-site instruction. You must have a minimum of 10 Senior Instructors on staff at all times who complete the Senior Instructor Training Program to our satisfaction. Each Senior Instructor must be accepted by us before attending Senior Instructor Training Program.

As of the date of this Disclosure Document, our required Senior Instructor Training Program includes the following programming:

**SENIOR INSTRUCTOR TRAINING PROGRAM**

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of On-the-Job Training</b>	<b>Location</b>
Orientation & Module 1 Opens - Yoga	9	0	Online or a location we designate
Module 2 - Fusion	8	0	Online or a location we designate
Module 3 – Intro to Barre	2	0	Online or a location we designate
In Person Practice Session	0	6	The Premises or another location we designate
<b>Totals</b>	19	6	

Samara Madhavan, our Training Director, and Jen Lockett, our Operations Training Director, supervise and coordinate our training programs. Samara has 26 years of relevant experience in the dance, yoga, and group fitness fields and 13 years’ experience with us. Jen Lockett has 17 years of relevant experience in the fitness field and 14 years’ experience with us.

The instructional materials for our required training programs currently include, or may include in the future, computer-based training courses and software, videos, handouts, the Operations Manual, and tests or other evaluations we may require you or your attendees to complete.

As described above, we will, as part of the Initial Training Program, send at least 1 of our representatives to the Franchisee Facility, for a period of at least 4 total days, to provide on-site support in connection with pre-opening and opening activities when the Franchisee Facility is preparing to open for business. We may provide more representatives, or more days of on-site support, at the Premises during this period as we deem necessary. We solely determine the timing, scheduling and staffing of on-site support we provide according to this paragraph, including the calendar dates, times of our support, and whether we provide these days consecutively or intermittently. You must successfully complete all activities of this on-site support period to our satisfaction. If you request, and we agree to provide, additional or special guidance, assistance, or training during this on-site support period, then you will pay our then applicable charges, including our personnel’s then current per diem charges (currently \$80 per trainer, per day) and actual travel and living expenses.

You must train and instruct each person you engage in the operation of the Franchisee Facility according to our System Standards, other than those who attend and satisfactorily complete the Initial Training Program. The training and instruction must be based on and follow the Operations Manual and must be provided before the person starting to work at the Franchisee Facility. Only Senior Instructors are permitted to teach classes at the Franchisee Facility. You must have a minimum of 10 Senior Instructors on staff at all times who complete the Senior Instructor Training Program to our satisfaction.

You (or your managing owner) and/or other previously trained and experienced employees must attend and complete to our satisfaction various training courses that we periodically provide either online or in-person at the times and locations we designate. We may charge reasonable registration or similar fees for these courses, and we will not require in-person attendance at these training courses by you or your personnel for more than 10 total days during a calendar year. Besides attending these courses, we may require you to attend an annual national meeting of all Oxygen Yoga & Fitness Facility franchise owners at a location we designate. You are responsible for all travel and living expenses that you and your personnel incur, and for your personnel's wages and workers' compensation insurance while they attend these courses and/or meetings. Additionally, if we provide any of these training courses and/or meetings at a location that requires our trainers to travel, you must pay our personnel's then current per diem charges (currently \$80 per trainer, per day) and actual travel and living expenses.

If any audit discloses a failure by you to operate the Franchisee Facility in accordance with the System Standards, then we may require you to undertake additional training at the Franchisee Facility, and we will determine the duration of the training and the number of trainers in our sole discretion. If we require you to undertake this additional training, you will pay our then applicable charges, including our personnel's then current per diem charges (currently \$80 per trainer, per day) and actual travel and living expenses.

Other personnel we designate may assist in our Initial Training Program, Senior Instructor Program, and other training programs, including other Oxygen Yoga & Fitness Facility representatives, or other Oxygen Yoga & Fitness Facility franchise owners or qualified managers or operators of Oxygen Yoga & Fitness Facilities.

## **Item 12**

### **TERRITORY**

#### Franchise Agreement

You will operate the Franchisee Facility within a specific Territory that we first must accept. We will describe the Territory in the Franchise Agreement before you sign it. We will determine the size and boundaries of the Territory in our sole judgment. We may reduce or otherwise modify the size or boundaries of your Territory during the term of your Franchise Agreement, at our sole option and upon providing notice to you. If we do so, we will amend Exhibit A to your Franchise Agreement to reflect the modified Territory and provide you an updated version of that Exhibit.

Except as described below under "Development Agreement Rider", you have no options, rights of first refusal, or similar rights to acquire additional franchises within the Territory or in contiguous

territories. You may operate the Franchisee Facility only from the Premises we accept within the Territory and may not relocate the Premises without our approval. We will approve relocation only if the lease for the Premises expires or is terminated without your fault, or if the site for the Premises is destroyed, condemned, or otherwise rendered unusable, and the proposed substitute site meets our criteria. You must locate a substitute site, and begin operating the Franchisee Facility from a substitute site, within 180 days after you lose the right to occupy the Premises.

We and our affiliates retain certain rights within and outside the Territory, as described below in this Item. Therefore, you will not receive an exclusive territory. You may face competition from other Oxygen Yoga & Fitness Facility franchise owners, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Except as limited below, as long as you are in full compliance with the Franchise Agreement, then we and our affiliates will not operate or grant a franchise for the operation of an Oxygen Yoga & Fitness Facility at a location in the Territory during the term of your Franchise Agreement. Otherwise, we and our affiliates retain all rights with respect to Oxygen Yoga & Fitness Facilities, the Marks, the sale of identical, similar or dissimilar products and services, and any other activities we deem appropriate whenever and wherever we desire, including, but not limited to:

(1) the right to operate, and to grant others the right to operate Oxygen Yoga & Fitness Facilities located anywhere outside the Territory under any terms and conditions we deem appropriate and regardless of proximity to the Franchisee Facility;

(2) the right to establish and operate, and to grant to others the right to establish and operate businesses offering similar or dissimilar classes, programs, products and services through similar or alternative channels of distribution, at any locations inside or outside the Territory under trademarks or service marks other than the Marks and on any terms and conditions we deem appropriate;

(3) the right to market and sell memberships to customers located anywhere (including the Territory) to use all Oxygen Yoga & Fitness Facilities then-operating (including the Franchisee Facility);

(4) the right to provide, offer and sell and to grant others the right to provide, offer and sell classes, programs, products and services that are identical or similar to and/or competitive with those classes, programs, products and services provided at Oxygen Yoga & Fitness Facilities, whether identified by the Marks or other trademarks or service marks, through alternative distribution channels (including, without limitation, the Internet or similar electronic media, and any other form of electronic commerce) both inside and outside the Territory and on any terms and conditions we deem appropriate;

(5) the right to establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar classes, programs, products and services, both inside and outside the Territory under the Marks and on any terms and conditions we deem appropriate;

(6) the right to market and sell classes, programs, products and services to national, regional and institutional accounts, whether located inside or outside the Territory. “National,

regional and institutional accounts” are organizational or institutional customers whose presence is not confined to your Territory, including (by way of example only): business entities with offices, facilities or branches situated both inside and outside of your Territory; government agencies, branches or facilities; healthcare networks; the military; and any other customer whose presence is not confined to your Territory;

(7) the right to acquire the assets or ownership interests of one or more businesses providing classes, programs, products and services the same as or similar to those provided at Oxygen Yoga & Fitness Facilities, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchise owners or licensees of these businesses) are located or operating (including in the Territory; and

(8) the right to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing classes, programs, products and services the same as or similar to those provided at Oxygen Yoga & Fitness Facilities, or by another business, even if such business operates, franchises and/or licenses competitive businesses in the Territory.

Only we will have the right to enter into contracts with national, regional and/or institutional accounts (which may include facilities or projects within your Territory). If we receive contracts for any Oxygen Yoga & Fitness products and/or services calling for performance or delivery in your Territory as a result of our engaging in commerce with national, regional and institutional accounts, then we will have the right, but not the obligation, either to require you to fulfill such contracts at the price we agree on with the client or to give you the opportunity to fulfill such contracts at the price we agree on with the client. If we give you the opportunity to fulfill such contracts and if, for any reason, you do not desire to or cannot serve the client, or if the client desires for any or no reason to deal exclusively with us, our affiliate or another franchise owner and not with you, then we, our affiliate or any other Oxygen Yoga & Fitness Facility may serve the client within your Territory, and you will not be entitled to any compensation. The procedures governing our national, regional and institutional accounts program are set forth in our Operations Manual.

You may not use other channels of distribution to make sales at the Franchisee Facility without our prior written consent, such as any form of electronic commerce (including the Internet), catalog sales, telemarketing or other direct marketing to make sales inside or outside the Territory.

You must advertise and solicit customers and members for the Franchisee Facility only within the Territory. Continuation of your franchise and your territorial exclusivity does not depend on your achieving a certain sales volume, market penetration, or other contingency.

#### Development Agreement Rider

You may (if you qualify) develop and operate a number of Oxygen Yoga & Fitness Facilities within the Area. We and you will identify the Area in the Development Agreement Rider before signing it. The Area typically is a city, cities, or counties. We base the Area’s size primarily on the number of Oxygen Yoga & Fitness Facilities you agree to develop, demographics, and site availability. We and you will negotiate the number of Oxygen Yoga & Fitness Facilities you must develop to keep your development rights and the dates by which you must develop them. We and you then will complete

the schedule in the Development Agreement Rider before signing it. While the Development Agreement Rider is in effect, we (and our affiliates) will not establish or operate, or grant to others the right to establish or operate, other Oxygen Yoga & Fitness Facilities the physical premises of which are located within the Area. There are no other restrictions on us (or our affiliates). You must not develop or operate Oxygen Yoga & Fitness Facilities outside the Area. We may terminate the Development Agreement Rider if you do not satisfy your development obligations when required. In addition, if you fail to comply with the terms of the Development Agreement Rider during its term, we may, at our option, elect to terminate only the exclusivity of the Area instead of terminating the Development Agreement Rider entirely. This means that during the remainder of the term of the Development Agreement Rider, we and our affiliates will have the right to establish and operate, and grant to others the right to establish and operate, Oxygen Yoga & Fitness Facilities the physical premises of which are located within the Area and continue to engage, and grant to others the right to engage, in any activities that we (and they) desire within the Area without any restrictions. However, our termination of the exclusivity will be without prejudice to our right to later terminate the Development Agreement Rider for the same default or any other defaults under the Development Agreement Rider.

Despite the development schedule under the Development Agreement Rider, we may delay your development of additional Oxygen Yoga & Fitness Facilities within the Area for the time period we deem best if we believe, when you apply for the next Oxygen Yoga & Fitness Facility, that you are not yet operationally, managerially, or otherwise prepared (due to the particular amount of time that has elapsed since you developed and opened your most recent Oxygen Yoga & Fitness Facility) to develop, open and/or operate the additional Oxygen Yoga & Fitness Facility according to our standards and specifications. We may delay additional development as long as the delay will not in our reasonable opinion cause you to breach your development obligations under the development schedule (unless we are willing to extend the schedule to account for the delay).

Except as described above, we may not alter your Area during the Development Agreement Rider’s term.

**Item 13**

**TRADEMARKS**

You may use certain Marks in operating the Franchisee Facility. The following Mark is owned by OYF Inc., who has registered the Mark on the Principal Register of the U.S. Patent and Trademark Office:

MARK	REGISTRATION OR APPLICATION NUMBER	REGISTRATION OR APPLICATION DATE
 <b>OXYGEN</b>	7072931 (Reg.)	June 6, 2023 (Reg.)

No affidavits or renewal filings are yet due in connection with this registration.

OYF Inc. has licensed us the right to use the System and Marks and to sublicense them to our franchise owners in a trademark, copyright, and know-how license agreement dated as of August 8, 2023. The trademark, copyright, and know-how license agreement allows us to use, and sublicense to our franchise owners the right to use, the Marks, System, and other intellectual property anywhere in the world. The trademark, copyright, and know-how license agreement provides for an indefinite term, unless earlier terminated by OYF Inc. or us upon 120 days' prior written notice to the other party. Oxygen Yoga & Fitness Facility franchise owners must cease using the System and Marks upon termination of the trademark, copyright, and know-how license agreement. No other agreement limits our right to use or license the Marks.

You must follow our rules when you use the Marks, including giving proper notices of trademark and service mark registration and obtaining fictitious or assumed name registrations required by law. You may not use any Mark in your corporate or legal business name; with modifying words, terms, designs, or symbols (except for those we license (or sublicense, as applicable) to you); in selling any unauthorized services or products; or as part of any domain name, homepage, social media site page, group or post, electronic address, or otherwise in connection with a website.

There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition, or cancellation proceedings or material litigation, involving the principal Marks. We do not actually know of either superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

You must notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any person's claim of any rights in any Mark, and you may not communicate with any person other than us, our attorneys, and your attorneys, regarding any infringement, challenge, or claim. We and OYF Inc. may take the action we deem appropriate (including no action) and control exclusively any litigation, USPTO proceeding, or other administrative proceeding arising from any infringement, challenge, or claim. You must assist us and OYF Inc., as we direct, in protecting and maintaining our interests in any litigation or USPTO or other proceeding. At our option, we and OYF Inc. may defend and/or control the defense of any proceeding arising from your use of any Mark. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving the Marks; however, if you timely notify us and comply with our directions in response to a trademark infringement proceeding that disputes your authorized use of the Marks, then we will reimburse you for your damages and reasonable expenses you incur.

If it becomes advisable at any time for us and/or you to modify or discontinue using any Mark and/or to use one or more additional or substitute trade or service marks, you must comply with our directions within a reasonable time after receiving notice. We need not reimburse you for your direct expenses of changing the Franchisee Facility's signs, for any loss of revenue due to any modified or discontinued Mark, any loss of goodwill associated with any modified or discontinued Mark, or for your expenses of promoting a modified or substitute trademark or service mark.

## Item 14

### **PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION**

No patents or pending patent applications are material to the franchise. We claim copyrights in the Operations Manual (which contains our trade secrets), advertising and marketing materials, and similar items used in operating Oxygen Yoga & Fitness Facilities. We have not registered these copyrights with the United States Registrar of Copyrights, but we need not do so at this time to protect them. You may use these items only as we specify while operating the Franchisee Facility (and must stop using them if we so direct you).

There currently are no effective adverse determinations of the USPTO, the United States Copyright Office, or any court regarding the copyrighted materials. No agreement limits our right to use or allow others to use the copyrighted materials. We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state.

We need not protect or defend copyrights, although we intend to do so if in the best interests of the System or all or some Oxygen Yoga & Fitness Facilities, as we solely determine. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright.

Our Operations Manual and other materials contain our confidential information (some of which constitutes trade secrets under applicable law). This information includes, or may in the future include: training and operations materials; methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating Oxygen Yoga & Fitness Facilities; marketing and advertising programs for Oxygen Yoga & Fitness Facilities; any computer software or similar technology that is proprietary to us or the System; knowledge of specifications for and suppliers of Operating Assets and other products and supplies; knowledge of the operating results and financial performance of Oxygen Yoga & Fitness Facilities other than the Franchisee Facility; customer and membership information; and graphic designs and related intellectual property.

By the first of each month after opening the Franchisee Facility and on or before December 31 of each year, you must provide us in whatever electronic format we require which may be via a designated site on the Internet, all member lists for the Franchisee Facility, including both active and inactive members, which must include names, addresses, and telephone numbers of the members (hereinafter collectively referred to as “Membership Lists”). We will be the sole owner of the Membership Lists (subject to applicable privacy laws) and you may not distribute, in any form or manner, the Membership Lists to any third party. You must comply with all applicable privacy laws and ensure that all of the persons on the Membership Lists have consented to the collection, disclosure and use of the Membership Lists.

All ideas, concepts, inventions, techniques, or materials concerning an Oxygen Yoga & Fitness Facility, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent any item does not qualify as a “work made-for-hire” for us, you assign ownership of that item, and all related rights to that item,

to us and must take whatever action (including signing assignment or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

You may not use our confidential information in an unauthorized manner. You must take reasonable steps to prevent its improper disclosure to others.

## **Item 15**

### **OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

If you are a legal entity, you must appoint a shareholder, member, or partner (as applicable) to be your “Managing Owner,” who must own at least a 30% interest in you, responsible for overseeing and supervising the Franchisee Facility’s operation. You must maintain a competent, conscientious, trained staff, including a fully-trained, full-time manager, who may be you (or your Managing Owner), who must act as the General Manager of the Franchisee Facility with responsibility for direct supervision of the Franchisee Facility. The Franchisee Facility must at all times be under the full-time direct, on-premises management of a General Manager. You (or your Managing Owner) and the General Manager are responsible for conducting day-to-day business activities at the Franchisee Facility. You must at all times faithfully, honestly, and diligently perform your contractual obligations and use best efforts to promote and enhance the Franchisee Facility. System Standards may regulate the Franchisee Facility’s staffing levels, identifying the Franchisee Facility’s personnel, and employee qualifications, training, dress, and appearance. You and your employees must handle all customer and member complaints, refunds, returns, and other adjustments in a manner that will not detract from the name and goodwill of the Marks, the System or us. We may resolve a customer or member complaint on your behalf, in which case you must reimburse us for our out-of-pocket costs in resolving the complaint.

If you are a corporation, partnership, limited liability company, or other entity, your owners must sign our “Guaranty and Assumption of Obligations” in their individual capacities, which means that all of the provisions of the Franchise Agreement (a form of which is attached as Exhibit C) also will apply to your owners. Depending on the creditworthiness of the owners and the community property laws of the states in which they reside, we may also require that the spouse of each owner sign our “Guaranty and Assumption of Obligations.”

You must have our then current form of “Nondisclosure and Non-Competition Agreement” executed by all of the following persons: (i) any supervisory or other employees of yours who have received or will receive training from us, before their employment; (ii) if you are an entity, all your officers, directors, shareholders, partners, members and owners, and those of any entity directly or indirectly controlling you, at the same time the Franchise Agreement is signed, or at such time as they assume such status; and (iii) you, your owners and your and your owners’ spouses. You agree to provide us copies of all executed Nondisclosure and Non-Competition Agreements no later than 10 days following their execution. We will be a third-party beneficiary of each Nondisclosure and Non-Competition Agreement with independent enforcement rights.

## Item 16

### RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell all goods, perform all services and conduct all classes that we periodically require for Oxygen Yoga & Fitness Facilities. If we give you the opportunity to fulfill national, regional or institutional contracts and if, for any reason, you do not desire to or cannot serve the client, or if the client desires for any or no reason to deal exclusively with us, our affiliate or another franchise owner and not with you, then you will not be permitted to serve such clients. You may not offer or sell any products, perform any services or conduct any classes that we have not authorized. Our System Standards may regulate: (i) required and/or authorized equipment, vehicles, materials, supplies, classes and other products and services; and (ii) unauthorized and prohibited services, products, classes equipment, vehicles, materials, and supplies. We periodically may change required and/or authorized services or other products. There are no limits on our right to do so.

You may conduct business only with customers and members at the Franchisee Facility in compliance with System Standards. Subject to applicable law, the Franchisee Facility must only accept payments from customers and members in the form of credit and debit cards, mobile payments and any other methods of payment we may specifically authorize in writing. You must advertise and solicit customers and members for the Franchisee Facility only within the Territory. You may not operate the Franchisee Facility or offer products or services for sale from any physical location other than at the Premises.

We will specify in the Operations Manual or otherwise in writing the types of memberships and passes that you may offer to customers and members, and the benefits that you must provide to members who purchase certain memberships or passes. You may sell memberships in the Franchisee Facility to customers and visitors, but you may not sell memberships to any customer or visitor that we determine, in our sole judgment (i) could harm or damage the Marks and associated goodwill, (ii) could interfere with other members' reasonable enjoyment of the Franchisee Facility, or (iii) are included in a list of restricted persons as provided to you in the Operations Manual or otherwise in writing. All members will have unrestricted access to all common areas and amenities of the Franchisee Facility. You must follow any rules and policies that we include in the Operations Manual for the membership agreements. You must promptly respond to any complaints made by your members or customers and take such other steps as may be reasonably necessary to ensure satisfactory customary relations with your members.

We will provide you with templates for membership agreements and you will be responsible for modifying the membership agreements and waivers to comply with all applicable laws. You must obtain our written consent before you modify any terms we require to be included in the template membership agreements. We may include a list of the mandatory terms for the membership agreements in the Operations Manual or otherwise in writing, which list we may modify in our sole discretion. You may not modify or negotiate any of the mandatory terms in any membership agreement, except in accordance with the Operations Manual or as we otherwise approve in advance in writing. Our acceptance of a form of an agreement is not a warranty or representation of any kind as to the compliance of the agreement with applicable law.

Certain members may have and will continue to enter into membership agreements that include global roaming access privileges, which provide those members access to Oxygen Yoga & Fitness

Facilities in multiple jurisdictions, including the Franchisee Facility (such privileges, “Global Roaming Privileges”). You must abide by our policies for members with Global Roaming Privileges as we may specify in the Operations Manual or otherwise in writing, which we may modify during the term of the Franchise Agreement as we deem appropriate in our sole discretion. You must allow Global Roaming Members access to the Franchisee Facility and treat global roaming members in the same manner as your members. As of the date of this Disclosure Document, we have not established a Global Roaming Privileges program.

**Item 17**

**RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION**

**THE FRANCHISE RELATIONSHIP**

**This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this Disclosure Document.**

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
a. Length of the franchise term	Section 1.E of Franchise Agreement	10 years from the Effective Date of the Franchise Agreement  Term of Development Agreement Rider depends on development obligations
b. Renewal or extension of the term	Section 1.E and Section 13 of Franchise Agreement	If you are in full compliance, you may acquire 2 successor franchise terms of 5 years each, or as long as you have the right to maintain possession of the Premises, whichever is less. The successor franchises will be on our then current form of Franchise Agreement (which may contain materially different terms and conditions than your original franchise agreement).  No renewal or extension of Development Agreement Rider
c. Requirements for franchisee to renew or extend	Section 13 of Franchise Agreement	To “renew,” you must be in full compliance with the Franchise Agreement; give us timely notice; pay us the renewal fee; maintain possession of the Premises or find acceptable substitute premises; remodel the Franchisee Facility

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		<p>according to our then current standards (regardless of cost); and sign our then current Franchise Agreement, a release (if law allows), and other documents we use to grant franchises</p> <p>The terms of our then current Franchise Agreement that you sign for renewal of the franchise may differ materially from any and all of those contained in the Franchise Agreement attached to this Disclosure Document, including reduced Territory and increased fees</p>
d. Termination by franchisee	Section 14.A of Franchise Agreement	<p>If we breach the Franchise Agreement and the arbitrators determine that we did not cure default after notice from you.</p> <p>If you have development rights pursuant to our Development Agreement Rider, you may terminate your development agreement under any grounds permitted by law.</p>
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Section 14.B of Franchise Agreement and Section 8 of Development Agreement Rider	We may terminate your franchise (and development rights) only if you or your owners commit one of several violations
g. "Cause" defined-curable defaults	Section 14.B of Franchise Agreement	You have 72 hours to cure any health, safety or sanitation law, ordinance, or regulation regulating the operation of the Franchisee Facility; 10 days to cure monetary defaults and failure to maintain required insurance; 30 days to cure operational defaults and other defaults not listed in (h) below; and 180 days to relocate the Premises to a new site we accept if you lose

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		possession of the Premises (subject to state law).
h. "Cause" defined- non-curable defaults	Sections 14.B and 14.C of Franchise Agreement and Section 8 of Development Agreement Rider	Non-curable defaults include: misrepresentation in acquiring the franchise; failure to submit and receive our acceptance of a site within the Designated Area within 120 days; failure to deliver a signed lease addendum within 7 days after its execution; failure to open and operate the Franchisee Facility within 180 days; failure to complete training; abandonment; unapproved transfers; conviction of a felony, crime involving moral turpitude, or other crime; dishonest or unethical conduct; making any statement that negatively affects the Franchisee Facility's reputation or the goodwill associated with the Marks; making an unauthorized representation or warranty on our behalf; unauthorized use or disclosure of the Operations Manual or other confidential information; refusing to permit us to inspect the Franchisee Facility or your books, records, or accounts; failure to pay us or our affiliates; failure to pay vendors or suppliers; failure to pay taxes; understating Gross Revenues; repeated defaults (even if cured); continued failure to comply with the Franchise Agreement; an assignment for the benefit of creditors; appointment of a trustee or receiver; violation of any anti-terrorism law; knowingly maintaining false books or records or submitting false reports; termination of any other agreement between you (or your owners or affiliates) and us (or our owners and affiliates) due to failure to comply with the agreement (subject to state law)

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		We may terminate the Development Agreement Rider if you do not meet development schedule or other obligations; if the Franchise Agreement or any other franchise agreement between us and you (or your affiliated entity) is terminated by us for cause or by you for any or no reason; or we have delivered formal notice of default to you (or your affiliated entity) under the Franchise Agreement or another franchise agreement (whether or not default is cured) (subject to state law)
i. Franchisee’s obligations on termination/nonrenewal	Section 15 of Franchise Agreement	Obligations include paying outstanding amounts; paying Brand Damages (if applicable); complete de-identification; assigning telephone and other numbers; and returning confidential information (also see (o) and (r) below)
j. Assignment of contract by franchisor	Section 12.A of Franchise Agreement	No restriction on our right to assign; we may assign without your approval
k. “Transfer” by franchisee – defined	Section 12.B of Franchise Agreement	Includes transfer of Franchise Agreement, the Franchisee Facility (or its profits, losses or capital appreciation), sale of Operating Assets, and ownership change in you or your owners
l. Franchisor approval of transfer by franchisee	Section 12.B of Franchise Agreement and Section 9 of Development Agreement Rider	No transfer without our prior written consent  Your development rights under the Development Agreement Rider are not assignable at all
m. Conditions for franchisor approval of transfer	Section 12.C of Franchise Agreement	New franchise owner qualifies (based on business experience, aptitude and financial resources); you pay us, our affiliates, and third party vendors all amounts due and submit all required reports; no default during 60 -day

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		<p>period before transfer request or during period between request and transfer's proposed effective date; new franchise owner (and its owners and affiliates) are not in a Competitive Business; training completed; your landlord allows the transfer or sublease of your lease; you or transferee signs our then current Franchise Agreement and other documents; transfer fee paid; the transferee must pay a training fee if it has not yet completed the Initial Training Program before the transfer; you sign release (if law allows); we approve material terms; you subordinate amounts due to you; you de-identify; and you correct existing Franchisee Facility deficiencies of which we notify you on punchlist (also see (r) below)</p>
<p>n. Franchisor's right of first refusal to acquire franchisee's business</p>	<p>Section 12.G of Franchise Agreement</p>	<p>We may match any offer for the Franchisee Facility or an ownership interest in you</p>
<p>o. Franchisor's option to purchase franchisee's business</p>	<p>Section 15.E of Franchise Agreement</p>	<p>We have the option to purchase the Franchisee Facility upon termination or expiration of the franchise term</p>
<p>p. Death or disability of franchisee</p>	<p>Section 12.E of Franchise Agreement</p>	<p>Your or your managing owner's representative must assign the franchise or an ownership interest in you to an approved party within 6 months; substitute management must be appointed within 15 days; we may assume management of the Franchisee Facility and collect our costs and expenses if the Franchisee Facility is not being managed properly</p>
<p>q. Non-competition covenants during the term of the franchise</p>	<p>Section 7 of Franchise Agreement</p>	<p>No diverting business; no contact with customers and members of Oxygen Yoga &amp; Fitness Facilities; no ownership interest in, performing</p>

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		services for, or lending money to, Competitive Business anywhere (“Competitive Business” means any fitness, health, and wellness business which derives more than five percent (5%) of its revenue from providing yoga, related fitness, weight loss, wellness and health classes and programs or related products and services or (ii) any business granting franchises or licenses to others to operate such a business); no engagement in activities that may injure goodwill of the Marks (subject to state law)
r. Non-competition covenants after the franchise is terminated or expires	Section 15.D of Franchise Agreement	No direct or indirect ownership interest in, or performing services for, competing business for 2 years at the Premises where the Franchisee Facility is located; within the Territory; within a 10 mile radius of the Territory; or within 10 miles of any other Oxygen Yoga & Fitness Facility in operation or under construction as of date Franchise Agreement expires or is terminated (subject to state law)
s. Modification of the agreement	Section 17.J of Franchise Agreement	No modifications except by written agreement signed by both us and you, but we may change Operations Manual and System Standards
t. Integration/merger clause	Section 17.N of Franchise Agreement	Only the terms of the Franchise Agreement are binding (subject to state law). However, nothing in the Franchise Agreement or any related agreement is intended to disclaim our representations made in this Disclosure Document
u. Dispute resolution by arbitration or mediation	Sections 17.E and 17.F of Franchise Agreement	Subject to the requirement to mediate certain disputes, we and you must arbitrate all disputes in Vancouver,

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
		British Columbia (Canada) (subject to state law)
v. Choice of forum	Section 17.H of Franchise Agreement	Subject to mediation and arbitration requirements, litigation generally must be in the state or federal court of competent jurisdiction located closest to our then current registered address in the United States (currently, Dover, Delaware) (subject to state law)
w. Choice of law	Section 17.G of Franchise Agreement	Except for Federal Arbitration Act and other federal law, Delaware law governs (subject to state law)

**Item 18**

**PUBLIC FIGURES**

We currently do not use any public figures to promote franchises for Oxygen Yoga & Fitness Facilities.

**Item 19**

**FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC’s Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchise owner’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor’s management by contacting our Chief Operating Officer, Melissa Hanssens at 33-24076 112 Avenue, Maple Ridge, British Columbia, Canada V2W 0K2, and 604-619-6901; the Federal Trade Commission; and the appropriate state regulatory agencies.

**Item 20**

**OUTLETS AND FRANCHISEE INFORMATION**

**Table 1  
Systemwide Outlet Summary  
For years 2022 to 2024**

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>	<b>Column 5</b>
<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of Year</b>	<b>Outlets at the End of Year</b>	<b>Net Change</b>
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	2	+2
Company Owned	2022	0	1	+1
	2023	1	1	0
	2024	1	0	-1
<b>Total Outlets</b>	2022	0	1	+1
	2023	1	1	0
	2024	1	2	+1

**Table 2  
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)  
For years 2022 to 2024**

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>
<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
All States	2022	0
	2023	0
	2024	0
<b>Totals</b>	2022	0
	2023	0
	2024	0

**Table 3**  
**Status of Franchised Outlets**  
**For years 2022 to 2024**

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non-Renewals	Col. 7 Reacquired By Franchisor	Col. 8 Ceased Operations - Other Reasons	Col. 9 Outlets at End of the Year
California	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Washington	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
<b>TOTALS</b>	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	2	0	0	0	0	2

**Table 4**  
**Status of Company-Owned Outlets**  
**For years 2022 to 2024**

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired From Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of the Year
California	2022	0	1	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	1	0
All Other States	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
<b>Totals</b>	2022	0	1	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	1	0

**Table 5**  
**Projected Openings as of December 31, 2024**

Column 1  State	Column 2  Franchise Agreements Signed but Outlets Not Opened	Column 3  Projected New Franchised Outlets In The New Fiscal Year	Column 4  Projected New Company-Owned Outlets In The New Fiscal Year
Arizona	1	1	0
California	2	2	0
Colorado	0	1	0
Florida	2	3	0
Georgia	0	2	0
Iowa	1	1	0
Michigan	0	1	0
New York	2	2	0
Texas	0	2	0
<b>Totals</b>	8	15	0

Exhibit I reflects the current list of franchise owners as of the end of our last fiscal year. As reflected in Exhibit I, we do not have any former franchise owners that departed our franchise network during our prior fiscal year. Therefore, no franchise owners had an outlet terminated, canceled, transferred, or not renewed, or otherwise voluntarily or involuntarily ceased to do business under our franchise agreement, during our last fiscal year or who have not communicated with us within 10 weeks of this Disclosure Document’s issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last 3 fiscal years, no current or former franchise owners have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchise owner in our franchise system.

There are currently no trademark-specific franchise owner organizations associated with the franchise system.

### Item 21

### FINANCIAL STATEMENTS

Exhibit F contains our audited consolidated financial statements, which comprise our consolidated balance sheets for fiscal years ending December 31, 2023, and December 31, 2024, and the related consolidated statements of operations, changes in stockholder’s deficit and cash flows for our fiscal years ending December 31, 2023, and December 31, 2024. We have not been selling franchises for three years or more and cannot include all the financial statements required by the FTC Rule for our last three fiscal years. Our fiscal year end is December 31.

**Item 22**

**CONTRACTS**

The following agreements are exhibits:

- (a) Exhibit C Franchise Agreement
- (b) Exhibit D Development Agreement Rider
- (c) Exhibit E State Addenda to Franchise Agreement
- (d) Exhibit H Sample Form of General Release
- (e) Exhibit J Franchise Owner Disclosure Questionnaire

**Item 23**

**RECEIPTS**

Our and your copies of the receipt to this Disclosure Document are located at the last 2 pages of this Disclosure Document.

**EXHIBIT A**

**LIST OF STATE ADMINISTRATORS**

**LIST OF STATE ADMINISTRATORS**

<p><b><u>CALIFORNIA</u></b></p> <p>Office of the Commissioner California Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500</p>	<p><b><u>HAWAII</u></b></p> <p>Commissioner of Securities Department of Commerce and Consumer Affairs 335 Merchant Street, Room 205 Honolulu, Hawaii 96813 (808) 586-2722</p>
<p><b><u>ILLINOIS</u></b></p> <p>Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465</p>	<p><b><u>INDIANA</u></b></p> <p>Indiana Secretary of State Securities Division, Room E 111 302 West Washington Street Indianapolis, Indiana 46204 (317) 232-6681</p>
<p><b><u>MARYLAND</u></b></p> <p>Office of Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202 (410) 576-6360</p>	<p><b><u>MICHIGAN</u></b></p> <p>Franchise Administrator Consumer Protection Division Michigan Department of Attorney General 670 Law Building Lansing, Michigan 48913 (517) 335-7632</p>
<p><b><u>MINNESOTA</u></b></p> <p>Commissioner Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651)539-1600</p>	<p><b><u>NEW YORK</u></b></p> <p>New York State Department of Law 28 Liberty Street, 15<sup>th</sup> Floor New York, New York 10005 (212) 416-8222</p>
<p><b><u>NORTH DAKOTA</u></b></p> <p>Securities Department 600 East Boulevard, 14<sup>th</sup> Floor Bismarck, North Dakota 58505 (701) 328-4712</p>	<p><b><u>OREGON</u></b></p> <p>Department of Consumer and Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140</p>

<p><b><u>RHODE ISLAND</u></b></p> <p>Superintendent of Securities  Division of Securities  John O. Pastore Complex – Bldg.69-1  1511 Pontiac Avenue  Cranston, Rhode Island 02920  (401) 462-9527</p>	<p><b><u>SOUTH DAKOTA</u></b></p> <p>Division of Insurance  Securities Regulation  124 S. Euclid Avenue, Second Floor  Pierre, South Dakota 57501  (605) 773-3563</p>
<p><b><u>VIRGINIA</u></b></p> <p>State Corporation Commission  Division of Securities and Retail Franchising  1300 E. Main Street, Ninth Floor  Richmond, Virginia 23219  (804) 371-9051</p>	<p><b><u>WASHINGTON</u></b></p> <p>Department of Financial Institutions  P.O. Box 41200  Olympia, Washington 98504-1200  (360) 902-8715</p>
<p><b><u>WISCONSIN</u></b></p> <p>Department of Financial Institutions  Division of Securities  4822 Madison Yards Way, North Tower  Madison, Wisconsin 53705  (608) 266-0448</p>	

**EXHIBIT B**

**LIST OF AGENTS FOR SERVICE OF PROCESS**

**LIST OF AGENTS FOR SERVICE OF PROCESS**

<p><b>CALIFORNIA</b>          Commissioner of the Department of Financial Protection and Innovation:</p> <p align="center"><i>Los Angeles</i></p> <p>Suite 750          320 West 4th Street          Los Angeles, California 90013-2344</p> <p align="center"><i>Sacramento</i></p> <p>651 Bannon Street, Suite 300          Sacramento, California 95811</p> <p align="center"><i>San Diego</i></p> <p>1455 Frazee Road, Suite 315          San Diego, California 92108</p> <p align="center"><i>San Francisco</i></p> <p>One Sansome Street, Suite 600          San Francisco, California 94105-2980</p>	<p><b>INDIANA</b>          Indiana Secretary of State          201 State House          200 West Washington Street          Indianapolis, Indiana 46204</p>
<p><b>HAWAII</b>          Commissioner of Securities          Business Registration Division          Department of Commerce          and Consumer Affairs          335 Merchant Street, Room 205          Honolulu, Hawaii 96813</p>	<p><b>MARYLAND</b>          Maryland Securities Commissioner          at the Office of Attorney General-          Securities Division          200 St. Paul Place          Baltimore, Maryland 21202-2021</p>
<p><b>ILLINOIS</b>          Attorney General of the State of Illinois          500 South Second Street          Springfield, Illinois 62706</p>	<p><b>MICHIGAN</b>          Department of Attorney General          Consumer Protection Division          Franchise Section          G. Mennen Williams Building, 1<sup>st</sup> Floor          525 West Ottawa Street          Lansing, Michigan 48913</p>
<p><b>MINNESOTA</b>          Commissioner of Commerce          Department of Commerce          85 7th Place East, Suite 280          St. Paul, Minnesota 55101-2198</p>	<p><b>SOUTH DAKOTA</b>          Division of Insurance          Securities Regulation          124 S. Euclid Ave., 2<sup>nd</sup> Floor          Pierre, SD 57501</p>

<p><b>NEW YORK</b>  Attention: New York Secretary of State  New York Department of State  One Commerce Plaza  99 Washington Ave., 6th Floor  Albany, New York 12231  (518) 473-2492</p>	<p><b>VIRGINIA</b>  Clerk, Virginia State Corporation Commission  1300 East Main Street  Richmond, Virginia 23219</p>
<p><b>NORTH DAKOTA</b>  Securities Commissioner,  State of North Dakota  600 East Boulevard Avenue, 14<sup>th</sup> Floor  Bismarck, North Dakota 58505-0510</p>	<p><b>WASHINGTON</b>  Director, Department of Financial Institutions  150 Israel Road Southwest  Tumwater, Washington 98501</p>
<p><b>OREGON</b>  Oregon Division of Finance and Corporate  Securities  350 Winter Street NE, Room 410  Salem, Oregon 97301-3881</p>	<p><b>WISCONSIN</b>  Administrator, Division of Securities  Department of Financial Institutions  4822 Madison Yards Way, North Tower  Madison, Wisconsin 53705</p>
<p><b>RHODE ISLAND</b>  Director of Department of Business Regulation  1511 Pontiac Avenue  John O. Pastore Complex – Building 69-1  Cranston, Rhode Island 02920</p>	

**EXHIBIT C**  
**FRANCHISE AGREEMENT**

**OYF US INC.**  
**FRANCHISE AGREEMENT**

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**FRANCHISE OWNER**

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**DATE OF AGREEMENT**

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**FRANCHISEE FACILITY ADDRESS**

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**EXHIBITS**

- EXHIBIT A THE DESIGNATED AREA, PREMISES AND TERRITORY
- EXHIBIT B LISTING OF OWNERSHIP INTERESTS
- EXHIBIT C FRANCHISE ADDENDUM TO LEASE AGREEMENT
- EXHIBIT D-1 NONDISCLOSURE AND NON-COMPETITION AGREEMENT
- EXHIBIT D-2 NONDISCLOSURE AGREEMENT
- EXHIBIT E GUARANTY AND ASSUMPTION OF OBLIGATIONS

**OYF US INC.**  
**FRANCHISE AGREEMENT**

**THIS FRANCHISE AGREEMENT** (the “*Agreement*”) is made and entered into by and between **OYF US INC.**, a corporation incorporated under the laws of Delaware located at 33-24076 112 Avenue, Maple Ridge, British Columbia, Canada V2W 0K2 (“*we*,” “*us*,” or “*our*”), and \_\_\_\_\_, whose principal business address is \_\_\_\_\_ (“*you*” or “*your*”) as of the date signed by us and set forth opposite our signature on this Agreement (the “*Effective Date*”).

**1. PREAMBLES, ACKNOWLEDGMENTS, AND GRANT OF FRANCHISE.**

**A. PREAMBLES.**

(1) We and our affiliates have, over a considerable time period and with considerable effort, developed (and continue to develop and modify) a system and franchise opportunity for the operation of yoga and fitness studios that offer yoga, related fitness, weight loss, wellness and health programs using certain standards and specifications, including standards of quality and character of goods and services set by us. These businesses operate under the “Oxygen Yoga & Fitness” name and other Marks (as defined below) (“*Oxygen Yoga & Fitness Facility*”) and have distinctive business formats, methods, procedures, signage designs, layouts, standards, specifications, merchandise, advertising and marketing, sales promotion and Marks, all of which we may improve, further develop, or otherwise modify at any time and from time to time (collectively, the “*System*”).

(2) We and our affiliates use, promote, and license certain trademarks, service marks, and other commercial symbols in operating Oxygen Yoga & Fitness Facilities, which have gained and will continue to gain public acceptance and goodwill, and may create, use, and license other trademarks, service marks, and commercial symbols for Oxygen Yoga & Fitness Facilities (collectively, the “*Marks*”).

(3) We grant to persons who meet our qualifications, and are willing to undertake the investment and effort, a franchise to own and operate a Oxygen Yoga & Fitness Facility using the System and offering the classes, programs, products and services we authorize.

(4) As a franchise owner of an Oxygen Yoga & Fitness Facility, you will comply with this Agreement and all System Standards (defined in Subsection 4.D) in order to maintain the high and consistent quality that is critical to attracting and maintaining customers and members of Oxygen Yoga & Fitness Facilities.

(5) You have applied for a franchise to own and operate an Oxygen Yoga & Fitness Facility.

**B. ACKNOWLEDGMENTS.**

You acknowledge:

(1) That you have independently investigated the Oxygen Yoga & Fitness franchise opportunity and recognize that, like any other business, the nature of the business a Oxygen Yoga & Fitness Facility conducts may, and probably will, evolve and change over time.

(2) That an investment in an Oxygen Yoga & Fitness Facility involves business risks that could result in the loss of a significant portion or all of your investment.

(3) That your business abilities and efforts are vital to your success.

(4) That attracting customers and members for the Franchisee Facility (as defined in Subsection 1.D below) will require you to make consistent marketing efforts in your community through various methods, including media advertising, social media advertising, search engine marketing, search engine optimization, direct mail advertising, and display and use of in-house promotional materials.

(5) That retaining customers and members for the Franchisee Facility will require you to have a high level of customer service and adhere strictly to the System and our System Standards and that you are committed to maintaining System Standards.

(6) That you have not received from us, and are not relying upon, any representations or guarantees, express or implied, as to the potential volume, sales, income, or profits of an Oxygen Yoga & Fitness Facility.

(7) That in all of their dealings with you, our officers, directors, employees, and agents act only in a representative, and not in an individual, capacity and that business dealings between you and them as a result of this Agreement are deemed to be only between you and us.

(8) That you have represented to us, to induce our entry into this Agreement, that all statements you have made and all materials you have given us are accurate and complete and that you have made no misrepresentations or material omissions in obtaining the franchise.

(9) That you and your guarantors have received as one document at one time a copy of the form of this Agreement, the exhibits hereto, and the applicable complete Franchise Disclosure Document not less than fourteen (14) days prior to the earlier of: (i) the date on which this Agreement or any other agreement relating thereto was executed, and (ii) the payment of any consideration by or on behalf of you relating to this Agreement, and the franchise associated therewith (except, where applicable, any deposit permitted under applicable law).

(10) That you have read this Agreement and our Franchise Disclosure Document and understand and accept that this Agreement's terms and covenants are reasonably necessary for us to maintain our high standards of quality and service, as well as the uniformity of those standards with respect to every Oxygen Yoga & Fitness Facility, and to protect and preserve the goodwill of the Marks.

(11) That we will restrict your sources of products and supplies and have the right to restrict your sources of other goods and services as well, as provided in various sections of this Agreement, including Section 8 below.

(12) That we have not made any representation, warranty, or other claim regarding this Oxygen Yoga & Fitness Facility franchise opportunity, other than those made in this Agreement and our Franchise Disclosure Document, and that you have independently evaluated this opportunity, including by using your business professionals and advisors, and have relied solely upon those evaluations in deciding to enter into this Agreement.

(13) That you have been afforded an opportunity to ask any questions you have and to review any materials of interest to you concerning the Oxygen Yoga & Fitness Facility franchise opportunity.

(14) That you have been afforded an opportunity, and have been encouraged by us, to have this Agreement and all other agreements and materials we have given or made available to you reviewed by an attorney and have either done so or waived your right to do so.

C. **CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP.**

If you are at any time a corporation, limited liability company, general or limited partnership, or other form of business entity (each, an “*Entity*”), then you agree and represent that:

(1) You will have the authority to execute, deliver, and perform your obligations under this Agreement and all related agreements and are duly organized or formed and validly existing in good standing under the laws of the state of your incorporation or formation;

(2) Your organizational documents, operating agreement, or partnership agreement, as applicable, will recite that this Agreement restricts the issuance and transfer of any ownership interests in you, and all certificates and other documents representing ownership interests in you will bear a legend referring to this Agreement’s restrictions;

(3) **Exhibit B** to this Agreement completely and accurately describes all of your owners and their interests in you as of the Effective Date;

(4) Each of your owners during the Term (as defined in Subsection 1.E below) and any Renewal Term (as defined in Subsection 1.E below) will execute a guaranty in the form attached to this Agreement as **Exhibit E** in their individual capacities undertaking personally to be bound, jointly and severally, by all provisions of this Agreement and any ancillary agreements between you and us. Depending on the creditworthiness of the owners and the community property laws of the states in which they reside, we may require that the spouse of each owner sign a guaranty (regardless of whether you are an Entity). Subject to our rights and your obligations under Section 12, you and your owners agree to promptly sign and deliver to us revisions to **Exhibit B** to reflect any permitted changes in the information that **Exhibit B** now contains;

(5) You will appoint a shareholder, member, or partner, as applicable, to be your “*Managing Owner*,” who must own at least a thirty percent (30%) interest in you and who will be responsible for overseeing and supervising the operation of the Franchisee Facility. The Managing Owner as of the Effective Date is identified in **Exhibit B**. You may not change the Managing Owner without our prior written consent; and

(6) The Franchisee Facility operated hereunder and other Oxygen Yoga & Fitness Facilities, if applicable, will be the only businesses you operate (although your owners may have other, non-competitive business interests).

D. **GRANT OF FRANCHISE.**

You have applied for a franchise to own and operate an Oxygen Yoga & Fitness Facility at a location we accept, which will be identified on **Exhibit A** (the “*Premises*”). Subject to this

Agreement's terms, we grant you a franchise (the "**Franchise**") to operate an Oxygen Yoga & Fitness Facility (the "**Franchisee Facility**") at the Premises, and to use the System in its operation, for the Term. You may use the Premises only for the Franchisee Facility. You agree at all times faithfully, honestly, and diligently to perform your obligations under this Agreement and to use your best efforts to promote the Franchisee Facility.

E. **TERM AND RENEWAL.**

(1) **Term.** The term of this Agreement (the "**Term**") will begin on the Effective Date and will expire on the tenth (10<sup>th</sup>) anniversary of the Effective Date unless this Agreement is sooner terminated as provided herein.

(2) **Renewal Term.** You will have the right, but not the obligation, to enter into Successor Franchise Agreements (as defined in Subsection 13.A below) for up to two (2) additional consecutive franchise terms following the Term (each, a "**Renewal Term**"). The duration of each Renewal Term will be five (5) years or as long as you have the right to maintain possession of the Premises, whichever is less, provided that you have complied with the conditions and procedures for renewal in Section 13 of this Agreement in connection with the first Renewal Term, and that you comply in the future with the conditions and procedures for renewal in the Successor Franchise Agreement (as applicable) with respect to the possible second Renewal Term.

F. **YOUR TERRITORIAL RIGHTS.**

If this Agreement is for an Oxygen Yoga & Fitness Facility to be located at a traditional location, then before this Agreement is executed, we will describe in **Exhibit A** a particular geographic area surrounding the Premises (the "**Territory**"). The exact size and boundaries of the Territory shall be determined in our sole judgment. Provided that you are in full compliance with this Agreement, and except as provided in Subsection G below, we and our affiliates will not operate or grant a franchise for the operation of another Oxygen Yoga & Fitness Facility within the Territory during the Term.

G. **RIGHTS WE RESERVE.**

Except as expressly limited by Subsection 1.F above, we and our affiliates retain all rights with respect to Oxygen Yoga & Fitness Facilities, the Marks, the sale of identical, similar or dissimilar classes, programs, products and services, and any other activities we deem appropriate whenever and wherever we desire. Specifically, but without limitation, we reserve the following rights:

(1) the right to operate, and to grant others the right to operate Oxygen Yoga & Fitness Facilities located anywhere outside the Territory under any terms and conditions we deem appropriate and regardless of proximity to the Franchisee Facility;

(2) the right to establish and operate, and to grant to others the right to establish and operate businesses offering similar or dissimilar classes, programs, products and services through similar or alternative channels of distribution, at any locations inside or outside the Territory under trademarks or service marks other than the Marks and on any terms and conditions we deem appropriate;

(3) the right to market and sell memberships to customers located anywhere (including the Territory) to use all Oxygen Yoga & Fitness Facilities then-operating (including the Franchisee Facility);

(4) the right to provide, offer and sell and to grant others the right to provide, offer and sell classes, programs, products and services that are identical or similar to and/or competitive with those classes, programs, products and services provided at Oxygen Yoga & Fitness Facilities, whether identified by the Marks or other trademarks or service marks, through alternative distribution channels (including, without limitation, the internet or similar electronic media, and any other form of electronic commerce) both inside and outside the Territory and on any terms and conditions we deem appropriate;

(5) the right to establish and operate, and to grant to others the right to establish and operate, businesses offering dissimilar classes, programs, products and services, both inside and outside the Territory under the Marks and on any terms and conditions we deem appropriate;

(6) the right to market and sell classes, programs, products and services to national, regional and institutional accounts, whether located inside or outside the Territory. “National, regional and institutional accounts” are organizational or institutional customers whose presence is not confined to your Territory, including (by way of example only): business entities with offices, facilities or branches situated both inside and outside of your Territory; government agencies, branches or facilities; healthcare networks; the military; and any other customer whose presence is not confined to your Territory;

(7) the right to acquire the assets or ownership interests of one or more businesses providing classes, programs, products and services the same as or similar to those provided at Oxygen Yoga & Fitness Facilities, and franchising, licensing or creating similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchise owners or licensees of these businesses) are located or operating (including in the Territory); and

(8) the right to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing classes, programs, products and services the same as or similar to those provided at Oxygen Yoga & Fitness Facilities, or by another business, even if such business operates, franchises and/or licenses competitive businesses in the Territory.

#### H. **MODIFICATION OF SYSTEM.**

Because complete and detailed uniformity under many varying conditions might not be possible or practical, you acknowledge that we specifically reserve the right and privilege, as we deem best, to vary System Standards (defined below) for any franchise owner based upon the peculiarities of any condition that we consider important to that franchise owner’s successful operation. You have no right to require us to grant you a similar variation or accommodation.

#### I. **NATIONAL, REGIONAL AND INSTITUTIONAL ACCOUNTS.**

Only we will have the right to enter into contracts with national, regional and/or institutional accounts (which may include facilities or projects within your Territory). If we receive contracts for any Oxygen Yoga & Fitness Facilities. services and/or products calling for performance or delivery in your Territory as a result of our engaging in commerce with national, regional and institutional

accounts, then we will have the right, but not the obligation, either to require you to fulfill such contracts at the price we agree on with the client or to give you the opportunity to fulfill such contracts at the price we agree on with the client. If we give you the opportunity to fulfill such contracts and if, for any reason, you do not desire to or cannot serve the client, or if the client desires for any or no reason to deal exclusively with us, our affiliate or another franchise owner and not with you, then we, our affiliate or any other Oxygen Yoga & Fitness Facility may serve the client within your Territory, and you will not be entitled to any compensation. The procedures governing our national, regional and institutional accounts program are set forth in our Operations Manual.

## **2. SITE SELECTION, LEASE OF PREMISES, AND DEVELOPMENT AND OPENING OF FRANCHISEE FACILITY.**

### **A. SITE SELECTION.**

If we have accepted a location for the Franchisee Facility before the execution of this Agreement, the Premises will be set forth on **Exhibit A**. If we and you have not agreed upon a location for the Franchisee Facility before signing this Agreement, then you are responsible for selecting the site for the Franchisee Facility within the geographic area described in **Exhibit A** (the “*Designated Area*”). The Designated Area is delineated for the sole purpose of site selection and does not confer any territorial exclusivity or protection. You agree to submit any documents we request and obtain our written acceptance of the Franchisee Facility’s proposed site within the Designated Area before signing any lease, sublease, or other document for the site. We will use reasonable efforts to help analyze your market area, to help determine site feasibility, and to assist in designating the location, although we will not conduct site selection activities for you. We will not unreasonably withhold our acceptance of a site that meets our criteria for demographic characteristics; traffic patterns; parking; character of neighborhood; competition from, proximity to, and nature of other businesses; other commercial characteristics; and the proposed site’s size, appearance, and other physical characteristics.

You agree to send us a description of the proposed site within the Designated Area, including a summary of the items listed above, along with a letter of intent or other evidence confirming your favorable prospects for obtaining the proposed site. We will use reasonable efforts to accept or not accept the proposed site within the Designated Area within thirty (30) days after receiving your written proposal. Notwithstanding our time to review and accept or not accept any site you propose, you must have submitted and received our acceptance of a site within the Designated Area no later than one hundred twenty (120) days after the Effective Date, or we may terminate this Agreement (at our option) pursuant to Section 14 below. Upon our acceptance of a site within the Designated Area, and after you secure the site, we will insert its address into **Exhibit A**, and it will be the Premises. You may operate the Franchisee Facility only at the Premises.

You acknowledge and agree that, if we suggest, accept, or give you information regarding a site for the Premises, our action is not a representation or warranty of any kind, express or implied, of the site’s suitability for an Oxygen Yoga & Fitness Facility or any other purpose. Our action indicates only that we believe that the site meets our then acceptable criteria. Applying criteria that has appeared effective with other sites and premises might not accurately reflect the potential for all sites and premises, and demographic and/or other factors included in or excluded from our criteria could change, altering the potential of a site and premises. The uncertainty and instability of these criteria are beyond our control, and we are not responsible if a site and premises we suggest or accept for the location of an Oxygen Yoga & Fitness Facility fails to meet your expectations. Accordingly, you acknowledge

and agree that your acceptance of the Franchise pursuant to this Agreement is based on your own independent investigation of the site's suitability for the Premises.

**B. LEASE OF PREMISES.**

You must submit a proposed lease, sublease or other rental agreement for the Premises (each a "***Lease***") for our acceptance before you sign it within sixty (60) days after we accept the site for the Premises, or we may terminate this Agreement (at our option) pursuant to Subsection 14.B below. Any and all Leases that you propose or enter into must: (i) be in a form and contain substance we accept, and (ii) include our form of addendum to lease agreement attached hereto as Exhibit C (the "***Lease Addendum***") containing certain required terms and provisions applicable to the Lease. You must deliver to us fully-signed copies of the Lease and Lease Addendum, as accepted by us, within seven (7) days after their execution. You also agree to sign, and have the landlord sign, any other document(s) we deem necessary to record our interest in the Premises in public real estate indices and elsewhere to protect our interests.

You acknowledge that our acceptance of the Lease (including the Lease Addendum, for purposes of the remainder of this Subsection 2.B) does not constitute a guarantee, warranty, or representation of any kind, whether express or implied, as to the Lease's fairness or suitability, your ability to comply with its terms, or the success or profitability of an Oxygen Yoga & Fitness Facility operated at the Premises. Our acceptance of the Lease indicates only that we believe that the Premises and the Lease terms meet our then acceptable criteria. We do not, by virtue of accepting the Lease, assume any liability or responsibility to you or to any third party. You may not modify the Lease if any proposed modification would impact our rights as a third-party beneficiary of provisions of the Lease.

If the Lease expires or is terminated without your fault, or if the site for the Premises is destroyed, condemned, or otherwise rendered unusable, we will allow you to relocate the Franchisee Facility to a new site acceptable to us. You must provide us notice of a substitute site acceptable to us at least sixty (60) days prior to the date of the intended relocation and begin operating the Franchisee Facility from that substitute site within one hundred eighty (180) days after you lose the right to occupy the Premises. Any relocation will be at your sole expense, and we may charge you for the reasonable costs we incur in connection with any relocation of the Franchisee Facility.

We reserve the right (but we have no obligation) to enter into a master lease for the Premises (or a substitute site you propose), whether directly or through an affiliate, and sublease the Premises (or any substitute site you propose) to you upon mutually agreeable terms regarding fees, rent and deposits. You acknowledge that any master lease that we or our affiliate may enter into for the Premises (or a substitute site you propose) shall neither give rise to any liability on our part (or that of our affiliates), nor shall such master lease be construed as an express or implied warranty to you regarding the viability, profitability or merit of the Premises (or a substitute site you propose) for the Franchisee Facility. You further acknowledge that you shall not be a third-party beneficiary of the master lease and that we do not make any representations or guarantees regarding the commercial terms of the master lease, including, but not limited to, the rent. If we or our affiliate sublease the Premises (or a substitute site you propose) to you, you agree to execute our then current form of sublease, as may be modified or amended by us.

C. **FRANCHISEE FACILITY DEVELOPMENT.**

You are responsible for developing the Franchisee Facility. We will give you mandatory and suggested specifications and layouts for a model Oxygen Yoga & Fitness Facility, including requirements for dimensions, design, image, interior layout, décor, fixtures, equipment, signs, furnishings, and color scheme. These plans might not reflect the requirements of any federal, state, or local law, code, or regulation, including those arising under the Americans with Disabilities Act (the “*ADA*”) or similar rules governing public accommodations for persons with disabilities. It is your responsibility to prepare a site survey and all required construction plans and specifications and floor plans to suit the Premises and to make sure that these plans and specifications comply with the ADA and similar rules governing public accommodations for persons with disabilities, other applicable ordinances, building codes, permit requirements, and Lease requirements and restrictions.

You are required to send us for our review and written approval construction plans and specifications and floor plans before you begin constructing the Franchisee Facility and all revised or “as built” plans and specifications during construction. We may require you to use an approved or designated architect and/or general contractor (which may include or be limited to us and/or our affiliates) to design and construct the Franchisee Facility, and we reserve the right to require you to submit to us all contractor bids you receive related to the Franchisee Facility for the purpose of recording and benchmarking total construction costs for the future benefit of other franchise owners and all Oxygen Yoga & Fitness Facilities. Any general contractor or other builders you use must maintain builder’s and/or contractor’s insurance (as applicable), lien insurance, and performance and completion bonds in forms and amounts acceptable to us, pursuant to Subsection 8.F below. Because our review is limited to ensuring your compliance with our design requirements, it might not assess compliance with federal, state, or local laws and regulations, including the ADA. Accordingly, you recognize and acknowledge that compliance with these laws is your responsibility. We may inspect the Premises while you are developing the Franchisee Facility.

You agree to do the following, at your own expense, to develop the Franchisee Facility at the Premises:

- (1) secure all financing required to develop and operate the Franchisee Facility;
- (2) obtain all required building, utility, sign, health, sanitation, business, and other permits and licenses;
- (3) construct all required improvements to the Premises and decorate the Franchisee Facility according to approved plans and specifications;
- (4) obtain all customary contractors’ sworn statements and partial and final waivers of lien for construction, remodeling, decorating, and installation services;
- (5) purchase or lease, and install, if applicable, according to our specifications, all required fixtures, furniture, equipment (including a required or recommended computer, point-of-sale, and other electronic information systems and all equipment components and software necessary for you to accept and process our gift and loyalty cards, memberships and participate in our gift card, customer or member loyalty, affinity, membership and similar programs), furnishings, and signs (collectively, “*Operating Assets*”) for the Franchisee Facility; and

(6) purchase an opening inventory of authorized and approved products, materials, and supplies to operate the Franchisee Facility.

D. **OPERATING ASSETS.**

You agree to use in operating the Franchisee Facility only those Operating Assets that we approve for Oxygen Yoga & Fitness Facilities as meeting our specifications and standards for quality, design, appearance, function, and performance. You agree to place or display at the Premises (interior and exterior) only the signs, emblems, lettering, logos, and display materials that we approve at any time and from time to time. You agree to purchase or lease approved brands, types, or models of Operating Assets only from suppliers we designate or approve (which may include or be limited to us and/or our affiliates).

E. **COMPUTER SYSTEM.**

You agree to obtain and use the computer hardware and/or operating software (including point-of-sale equipment and software) we specify at any time and from time to time (the “*Computer System*”). We may modify specifications for and components of the Computer System. You also agree to maintain a functioning e-mail address. Our modification of specifications for the Computer System, and/or other technological developments or events, might require you to purchase, lease, and/or license new or modified computer hardware and/or software and to obtain service and support for the Computer System. Although we cannot estimate the future costs of the Computer System or required service or support, and although these costs might not be fully amortizable over this Agreement’s remaining Term, you agree to incur the costs of obtaining the computer hardware and software comprising the Computer System (or additions and modifications) and required service or support. We have no obligation to reimburse you for any Computer System costs. Within thirty (30) days after you receive notice from us, you agree to obtain the Computer System components that we designate and to ensure that your Computer System, as modified, is functioning properly.

You agree that we or our affiliates may condition any license of proprietary software to you, or your use of technology that we or our affiliates develop or maintain, on your signing a software license agreement or similar document that we or our affiliates prescribe to regulate your use of, and our and your respective rights and responsibilities with respect to, the software or technology. We, our affiliates, or designated suppliers may charge you a monthly or other fee for any proprietary software or technology that we or they license to you and for other maintenance and support services that we or they may require you to receive during the Term.

Despite the fact that you agree to buy, use, and maintain the Computer System according to our standards and specifications, you will have sole and complete responsibility for: (1) the acquisition, operation, maintenance, and upgrading of the Computer System; (2) the manner in which your Computer System interfaces with our and any third party’s computer system; and (3) any and all consequences if the Computer System is not properly operated, maintained, and upgraded.

We may connect remotely to your Computer System at any time for any information and you shall never block or restrict this access.

You hereby consent to us obtaining, using and disclosing to third parties (including, without limitation, prospective franchise owners, financial institutions, legal and financial advisors), for any purpose or as may be required by law, any financial or other information contained in or resulting from

information, data, materials, statements and reports received by us or disclosed to us, whether by means of the Computer System or otherwise, in accordance with this Agreement. You will obtain such consents from third parties, including your customers and members, as are necessary in order to give effect to the foregoing.

F. **FRANCHISEE FACILITY OPENING.**

You must notify us in writing of the Franchisee Facility's opening date at least ninety (90) days prior to the opening of the Franchisee Facility (the "***Scheduled Opening Date***"). Upon written request by you, we have sole discretion in consenting to the Scheduled Opening Date of the Franchisee Facility. In exercising such discretion, we may consider or take the following actions:

- (1) we reserve the right to inspect (or designate a third party to inspect) the Franchisee Facility at any time prior to opening;
- (2) you must be in strict compliance with all provisions of this Agreement and any other agreement between us or our affiliates and you or your affiliates;
- (3) the availability of delivery dates for advertising materials, and the Franchisee Facility's preparation prior to the Scheduled Opening Date;
- (4) we notify you in writing that the Franchisee Facility meets our standards and specifications (although our acceptance of the Franchisee Facility is not a representation or warranty, express or implied, that the Franchisee Facility complies with any engineering, licensing, environmental, labor, health, building, fire, sanitation, occupational, landlord's, insurance, safety, tax, governmental, or other statutes, rules, regulations, requirements, or recommendations nor a waiver of our right to require continuing compliance with our requirements, standards, or policies);
- (5) you (or your Managing Owner) and your other employees satisfactorily complete training;
- (6) you pay any amounts then due to us; and
- (7) you give us certificates for all required insurance policies, or such other evidence of insurance coverage and payment of premiums as we may request.

Subject to your compliance with these conditions, you agree to open the Franchisee Facility for business within seven hundred thirty (730) days after the Effective Date of this Agreement, and you acknowledge that your failure to open timely shall be grounds for termination as set forth in Section 14 below. We reserve the right to cancel or delay the Scheduled Opening Date in our sole discretion.

3. **FEES.**

A. **INITIAL FRANCHISE FEE.**

- (1) In consideration of our granting you the Franchise, you agree to pay us a nonrecurring and, except as specifically provided in this Agreement, nonrefundable initial franchise fee (the "***Initial Franchise Fee***") in the amount of Forty Eight Thousand Five

Hundred Dollars (\$48,500). This fee is due, and fully earned by us, when you sign this Agreement. In the event you do not open the Franchisee Facility within seven hundred and thirty (730) days from the Effective Date in accordance with Section 2.F of this Agreement, we shall have the sole right to terminate this Agreement without refunding any part of the Initial Franchise Fee.

(2) You may be eligible to receive a refund of up to fifty percent (50%) (less any costs or expenses incurred by us for administration or training of you or your employees or managers) of amounts you have paid to us for the Initial Franchise Fee if we terminate this Agreement (at our option) and you sign and submit to us a release of claims in a form we prescribe, in any one of the following circumstances:

(i) if your required attendees to our initial training program cannot complete initial training to our satisfaction, then we may terminate this Agreement (at our option), and receive from you a signed release of claims in a form we prescribe;

(ii) if we and you cannot agree upon a location for the Premises within sixty (60) days after the Effective Date, then we may terminate this Agreement (at our option), and receive from you a signed release of claims in a form we prescribe; or

(iii) you are unable to obtain all governmental approvals, licenses, permits or other required authorizations necessary to open and operate the Franchisee Facility lawfully by the scheduled opening date, then we may terminate this Agreement (at our option), and receive from you a signed release of claims in a form we prescribe.

**B. ROYALTY FEE.**

You agree to pay us in the manner provided below (or as the Operations Manual otherwise prescribes), a monthly royalty fee (the “*Royalty*”) equal to the greater of (i) eight and one half percent (8.5%) of the Franchisee Facility’s Gross Revenues; or (ii) One Thousand Eight Hundred Dollars (\$1,800). On or before the fifth (5<sup>th</sup>) day of each month, you agree to send us on a form we approve (or as we otherwise direct) a signed statement of the Franchisee Facility’s Gross Revenues for the preceding month. You must begin paying Royalties no later than thirty (30) days before the Scheduled Opening Date. The Royalties are not refundable.

**C. ADVERTISING AND DEVELOPMENT FUND CONTRIBUTION.**

If we notify you that we are instituting the Fund (defined in Subsection 9.B below), you agree to contribute to the Fund (as defined in Subsection 9.B below) in the amounts that we prescribe at any time and from time to time, not to exceed two percent (2%) of the Franchisee Facility’s Gross Revenues per month, payable in the same manner as the Royalty. The Fund contributions will be administered and used as set forth in Subsection 9.B below. The Fund contributions are not refundable.

**D. TECHNOLOGY FEE.**

You agree to pay us, in the manner provided below (or as the Operations Manual otherwise prescribes), a monthly technology fee equal to: (a) Five Hundred Dollars (\$500) per month beginning three (3) months prior to the Franchisee Facility opening, and (b) Two Hundred Fifty Dollars (\$250) per month beginning on the date the Franchisee Facility opens (the “*Technology Fee*”). We reserve

the right to increase or decrease the amount of the Technology Fee at any time upon written notice to you. The Technology Fee is not refundable.

**E. DEFINITION OF “GROSS REVENUES”.**

As used in this Agreement, the term “*Gross Revenues*” means all revenue that you derive from operating the Franchisee Facility, including, but not limited to, all amounts that you receive at or away from the Premises, and whether from cash, check, credit and debit card, barter exchange, trade credit, or other credit transactions and all other income of every kind and nature related to the Franchisee Facility, including, without limitation, revenues and income you receive from the proceeds of any business interruption insurance policies, membership sales, workshops, merchandise, late fees, mat rentals, water sales but (1) excluding all federal, state, or municipal sales, use, or service taxes collected from customers and members and paid to the appropriate taxing authority, (2) excluding any customer or member tips to Franchisee Facility employees and (3) reduced by the amount of any documented refunds, credits, allowances, and charge-backs the Franchisee Facility in good faith gives to customers and/or members.

**F. LATE FEES AND INTEREST.**

All amounts which you owe us or our affiliate for any reason, will bear interest accruing as of their original due date at the maximum interest rate permitted by law. If there is no applicable legal maximum rate, interest will be calculated at the rate of four percent (4%) above the prime rate of interest on the first day of each month for the past due amount, as published in The Wall Street Journal. In addition to interest on amounts you owe to us and our affiliate, you must pay us, on demand, a late fee of Fifty Dollars (\$50) for each late payment, plus reimbursement of our additional administrative expenses and charges we incur. We may debit your bank account automatically for late fees and interest. You acknowledge that this Subsection 3.F is not our agreement to accept any payments after they are due or our commitment to extend credit to, or otherwise finance your operation of, the Franchisee Facility.

**G. APPLICATION OF PAYMENTS.**

Despite any designation you make, we may apply any of your payments to any of your past due indebtedness to us. We may set off any amounts you or your owners owe us or our affiliates against any amounts we or our affiliates owe you or your owners. You may not withhold payment of any amounts you owe us due to our alleged nonperformance of any of our obligations under this Agreement.

**H. METHOD OF PAYMENT.**

Before the Franchisee Facility opens, you agree to sign and deliver to us the documents we require to authorize us to debit your business checking account automatically for the Royalty, Fund contributions, and other amounts due under this Agreement and for your purchases from us and/or our affiliates (the “*EDTA*”). We will debit the EDTA for these amounts on their due dates. You agree to ensure that funds are available in the EDTA to cover our withdrawals. If there are insufficient funds in the EDTA to cover any such amount owed (or, if you are paying by check and a check is returned for insufficient funds), you must pay us, on demand, a processing fee of One Hundred Dollars (\$100), plus reimbursement of our additional administrative expenses and charges (together with the late fee noted in Subsection 3.F above). If there are insufficient funds in the EDTA, or if your check is returned

for insufficient funds, then we may require you to make all subsequent payments to us by certified check.

If we are unable to ascertain the Franchisee Facility's Gross Revenues during any reporting period, we may debit your EDTA for one hundred twenty percent (120%) of the last Royalty and Fund contribution that we debited (together with the late fee noted in Subsection 3.F above). If we discover, once we have determined the Franchisee Facility's true and correct Gross Revenues, that the amounts we debited from your EDTA are less than the amounts you actually owe us, then we will debit your EDTA for the remaining balance on the day we specify. Conversely, if we discover that the amounts we debited from your EDTA are greater than the amounts you actually owe us, then we will credit an amount equal to: (i) the excess against the amounts we otherwise would debit from your EDTA during the following month, (ii) less a two percent (2%) administrative fee on that excess amount that we will retain for having to conduct this process due to your failure to report.

We may require you to pay any amounts due under this Agreement or otherwise by means other than automatic debit (e.g., by check) whenever we deem appropriate, and you agree to comply with our payment instructions.

#### **4. TRAINING AND ASSISTANCE.**

##### **A. INITIAL TRAINING.**

(1) If this is your first Oxygen Yoga & Fitness Facility, then before the Scheduled Opening Date, we will provide our initial training program (the "***Initial Training Program***") to you (or, if you are an Entity, your Managing Owner) and the manager-level employee you appoint (the "***General Manager***") on operating an Oxygen Yoga & Fitness Facility. These persons must begin the Initial Training Program (excluding the on-site support phase described below in this Subsection 4.A) no more than twelve (12) weeks before the Scheduled Opening Date, and must complete the Initial Training Program to our satisfaction at least two (2) weeks before the Scheduled Opening Date. Training will consist of marketing, sales, business systems and operational processes of Oxygen Yoga & Fitness Facilities.

(2) We will provide the Initial Training Program at a designated location of our choice or virtually online, except for the on-site support phase around opening that we will provide at the Premises (as discussed below in this Subsection 4.A).

(3) We will provide the Initial Training Program for no additional fee for your two (2) attendees specified above in this Subsection 4.A. Additional people beyond 2 attendees may attend the Initial Training Program at no extra charge so long as those individuals attend the Initial Training Program at the same time as you (or your Managing Owner) and the General Manager, subject to our ability and capacity to accommodate these extra persons. If additional individuals attend the Initial Training Program at a different time or session than you (or your Managing Owner) and the General Manager, then you must pay our then current training charge for each additional person (currently, Three Thousand Seven Hundred Fifty Dollars (\$3,750) per person) to attend our Initial Training Program. If we decide to provide any of the Initial Training Program at a location we designate instead of online, you must pay for (i) all travel and living expenses that you and your personnel incur, and for your personnel's wages and workers' compensation insurance while they train at the location we designate and (ii) our personnel's then current per diem charges and actual travel and living expenses while they provide this training at the location we designate, if they are required to travel. Additionally,

you must pay our personnel's then current per diem charges and actual travel and living expenses for the on-site support phase of the Initial Training Program.

(4) You (or your Managing Owner) and the Franchisee Facility General Manager must satisfactorily complete the Initial Training Program. If we determine that you (or your Managing Owner) and the Franchisee Facility General Manager cannot complete the Initial Training Program to our satisfaction, you (or your Managing Owner) and the Franchisee Facility General Manager must retake the next Initial Training Program we offer and complete initial training to our satisfaction or we may terminate this Agreement. In that case, you will be eligible to receive up to a fifty percent (50%) refund of any initial franchise fee specified under Subsection 3.A above that you have already paid if you sign our required form of release of claims.

(5) You (or your Managing Owner) may request additional training at the end of the Initial Training Program, to be provided at our then current per diem charges, if you (or your Managing Owner) feel that you or any of your attendees are not sufficiently trained to operate an Oxygen Yoga & Fitness Facility. We and you (or your Managing Owner) will jointly determine the time and duration of this additional training. However, if you (or your Managing Owner) and the other attendees satisfactorily complete our initial training program and you do not expressly inform us at the end of the program that you (or your Managing Owner) or other attendees do not feel sufficiently trained in the operation of a Oxygen Yoga & Fitness Facility, then you (or your Managing Owner) and all other attendees to the initial training program will be deemed to have been trained sufficiently to operate an Oxygen Yoga & Fitness Facility.

(6) In addition to the Initial Training Program described above, we also will provide senior instructor training (the “**Senior Instructor Training Program**”) for no additional fee for up to twenty-five (25) senior instructors (each a “**Senior Instructor**”). If you request to have additional Senior Instructors complete the Senior Instructor Training Program, or are required to replace any Senior Instructors during the Term, then we may require you to pay our then applicable charges for the Senior Instructor Training Program. We will provide the Senior Instructor Training Program at a designated location of our choice or virtually online, except for the on-site support phase that we will provide at the Premises or another location we designate. If we decide to provide any of the Senior Instructor Training Program at a location we designate instead of online, you must pay for (i) all travel and living expenses that you and your personnel incur, and for your personnel's wages and workers' compensation insurance while they train at the location we designate and (ii) our personnel's then current per diem charges and actual travel and living expenses while they provide this training at the location we designate, if they are required to travel. Additionally, you must pay our personnel's then current per diem charges and actual travel and living expenses for the on-site support phase of the Senior Instructor Training Program. At least ten (10) Senior Instructors must begin the Senior Instructor Training Program no more than eight (8) weeks before the Scheduled Opening Date, and must complete the Senior Instructor Training Program to our satisfaction at least two (2) weeks before the Scheduled Opening Date. As part of the Senior Instructor Training Program, we may require Senior Instructors to obtain specific certifications as a condition to completing the Senior Instructor Training Program. You must have a minimum of ten (10) Senior Instructors on staff at all times who complete the Senior Instructor Training Program to our satisfaction. Each Senior Instructor must be accepted by us prior to attending Senior Instructor Training Program.

(7) As described above, when the Franchisee Facility is preparing to open for business, we will as part of the Initial Training Program, send at least one (1) of our representatives to

the Franchisee Facility for up to four (4) total days, during the hours we determine in our sole judgment, to provide on-site support in connection with pre-opening and opening activities. We reserve the right to provide more representatives, or more days of on-site support, at the Premises during this period as we deem necessary. For avoidance of doubt, we solely determine the timing, scheduling and staffing of on-site support we provide according to this subparagraph, including the calendar dates, times of our support, and whether we provide these days consecutively or intermittently. You must successfully complete all activities of this on-site support period to our satisfaction. If you request, and we agree to provide, additional or special guidance, assistance, or training during this on-site support period, then you agree to pay our then applicable charges, including our personnel's then current per diem charges and actual travel and living expenses.

**B. ONGOING TRAINING.**

As described in Subsection 4.A above, we will provide on-site training and assistance, as we determine in our sole judgment, for up to four (4) days before, during and/or after the Franchisee Facility opens for business for no additional charge. We need not provide such on-site training on consecutive days.

We may require you (or your Managing Owner) and/or other previously trained and experienced employees to attend and complete satisfactorily various training courses that we periodically choose to provide either online or in-person at the times and locations that we designate. We may charge reasonable registration or similar fees for these courses. We will not require in-person attendance for more than a total of ten (10) days during a calendar year. Besides attending these courses, you agree to attend an annual meeting of all Oxygen Yoga & Fitness Facility franchise owners at a location we designate, if we organize and plan (at our option) such a meeting. Attendance will not be required for more than three (3) days during any calendar year. You agree to pay all costs to attend these online or in-person training courses and meetings. You are responsible for all travel and living expenses that you and your personnel incur, and for your personnel's wages and workers' compensation insurance while they attend these training courses and/or meetings. Additionally, if we provide any of these training courses and/or meetings at a location that requires our trainers to travel, you must pay our personnel's then current per diem charges and actual travel and living expenses.

We may require that any General Managers you hire or appoint after the Franchisee Facility opens for business satisfactorily complete our initial and ongoing training programs within 30 days of the date on which you hire or appoint such manager. We may charge reasonable fees for training General Managers, not to exceed our then-current training fee (currently Three Thousand Seven Hundred Fifty Dollars (\$3,750) per person). You agree to pay all travel and living expenses which you and your employees incur during all training courses and programs. Additionally, if we provide any of these training courses and/or programs at a location that requires our trainers to travel, you agree to pay our personnel's then current per diem charges and actual travel and living expenses.

You understand and agree that any specific ongoing training or advice we provide does not create an obligation (whether by course of dealing or otherwise) to continue to provide such specific training or advice, all of which we may discontinue and modify at any time and from time to time.

C. **GENERAL GUIDANCE AND CONSULTATION SERVICES.**

We will advise you at any time and from time to time regarding the Franchisee Facility's operation based on your reports or our inspections, audits and/or evaluations of your training methods, techniques, equipment, staff and services rendered to customers and members. We will also guide you with respect to: (1) standards, specifications, and operating procedures and methods that Oxygen Yoga & Fitness Facilities use; (2) purchasing required and authorized Operating Assets and other items and arranging for their distribution to you; (3) advertising and marketing materials and programs; (4) employee training; and (5) administrative, bookkeeping, accounting, and inventory control procedures.

We will guide you in our operations manual (the "***Operations Manual***"); in bulletins or other written materials; by electronic media; by telephone consultation; and/or at our office or the Franchisee Facility. If you request, and we agree to provide (subject to our availability), additional or special guidance, assistance, or training, you agree to pay our then applicable charges, including our personnel's then current per diem charges and actual travel and living expenses.

If you request, and we agree to provide (subject to our availability) either (i) additional guidance, assistance, or training, or (ii) specialized Consultation Services, then you agree to pay our then applicable charges, including our personnel's then current per diem charges and actual travel and living expenses. For purposes of this Agreement, "***Consultation Services***" may include any advice related to the operation of the Franchisee Facility, on-site reviews of your operations and additional training as needed, on-site training for you (or your Managing Owner), General Managers, or any of your other personnel, and other specialized assistance.

D. **TRAINING OF FRANCHISEE FACILITY STAFF.**

You must train and instruct each person you engage in the operation of the Franchisee Facility according to our System Standards, other than those who attend and satisfactorily complete the Initial Training Program. The training and instruction must be based on and follow the Operations Manual, and must be provided before the person starting to work at the Franchisee Facility. Only Senior Instructors are permitted to teach classes at the Franchisee Facility. You must have a minimum of ten (10) Senior Instructors on staff at all times who complete the Senior Instructor Training Program to our satisfaction.

E. **OPERATIONS MANUAL.**

We will provide you access during the Term to one (1) copy of our Operations Manual, which could include audiotapes, videotapes, compact disks, computer software, other electronic media, and/or written materials. The Operations Manual contains mandatory and suggested specifications, standards, operating procedures, and rules ("***System Standards***") that we periodically prescribe for operating an Oxygen Yoga & Fitness Facility and information on your other obligations under this Agreement. We may modify the Operations Manual periodically, in our sole judgment, to reflect changes in System Standards. For purposes of this Agreement, all written instructions or communications we or our affiliates provide to all, or a substantial number of, Oxygen Yoga & Fitness Facility franchise owners concerning aspects or modifications to the System shall be deemed part of the Operations Manual.

If there is a dispute over the contents of the Operations Manual, our master copy of the Operations Manual controls. You agree that the Operations Manual's contents are confidential and that you will not disclose the Operations Manual to any person other than Franchisee Facility

employees who need to know its contents. You may not at any time copy, duplicate, record, or otherwise reproduce any part of the Operations Manual.

At our option, we may post some or all of the Operations Manual on a restricted Website or extranet to which you will have access. (For purposes of this Agreement, “*Website*” means an interactive electronic document contained in a network of computers linked by communications software, including, without limitation, the internet and World Wide Web home pages). If we do so, you agree to monitor and access the Website or extranet for any updates to the Operations Manual or System Standards. Any passwords or other digital identifications necessary to access the Operations Manual on a Website or extranet will be deemed to be part of Confidential Information (defined in Section 6 below).

F. **DELEGATION OF PERFORMANCE.**

You agree that we have the right to delegate the performance of any portion or all of our obligations under this Agreement to third-party designees, whether these designees are our agents, area representatives or other independent contractors with whom we have contracted to perform these obligations. If we do so, such third-party designees will be obligated to perform the delegated functions for you in compliance with this Agreement.

5. **MARKS.**

A. **OWNERSHIP AND GOODWILL OF MARKS.**

Our affiliate, Oxygen Yoga & Fitness Inc., owns and has licensed the Marks to us to use, and to sublicense others to use, in connection with the franchising, development, and operation of Oxygen Yoga & Fitness Facilities. Therefore, you agree and acknowledge that the Marks are our (or our affiliate’s) exclusive property, and that we are granting you a license (or sublicense, as applicable) to use the Marks in connection with the Franchisee Facility’s development and operation. Your right to use the Marks is derived only from this Agreement and is limited to your operating the Franchisee Facility according to this Agreement and all System Standards we prescribe during the Term. Your unauthorized use of the Marks is a breach of this Agreement and infringes our and/or our affiliate’s rights in the Marks. You acknowledge and agree that your use of the Marks and any goodwill established by that use are exclusively for our and/or our affiliate’s benefit and that this Agreement does not confer any goodwill or other interests in the Marks upon you (other than the right to operate the Franchisee Facility under this Agreement). All provisions of this Agreement relating to the Marks apply to any additional proprietary trade and service marks we authorize you to use. You may not at any time during or after the Term and any Renewal Term contest, or assist any other person in contesting, the validity, or our and/or our affiliate’s ownership, of the Marks.

B. **LIMITATIONS ON YOUR USE OF MARKS.**

You agree to use the Marks as the Franchisee Facility’s sole identification, except that you agree to identify yourself as its independent owner in the manner we prescribe. You may not use any Mark (1) as part of any corporate or legal business name, (2) with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos we have licensed to you), (3) in selling any unauthorized services or products, (4) as part of any domain name, homepage, social media site page, group or post, electronic address, or otherwise in connection with a Website (other than our Website), or (5) in any other manner that we have not expressly authorized in writing.

You may not use any Mark in advertising the transfer, sale, or other disposition of the Franchisee Facility or an ownership interest in you without our prior written consent, which we will not unreasonably withhold. You agree to display the Marks prominently as we prescribe at the Franchisee Facility and on forms, advertising, supplies, and other materials we designate. You agree to use the notices of trade and service mark registrations that we specify and to obtain any fictitious or assumed name registrations required under applicable law.

**C. NOTIFICATION OF INFRINGEMENTS AND CLAIMS.**

You agree to notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any person's claim of any rights in any Mark, and not to communicate with any person other than us, our attorneys, and your attorneys, regarding any infringement, challenge, or claim. We and our affiliates may take the action we deem appropriate (including no action) and control exclusively any litigation, U.S. Patent and Trademark Office ("**USPTO**") proceeding, or other administrative proceeding arising from any infringement, challenge, or claim or otherwise concerning any Mark. You agree to sign any documents and take any other reasonable action that, in the opinion of our attorneys, are necessary or advisable to protect and maintain our and our affiliates' interests in any litigation or USPTO or other proceeding or otherwise to protect and maintain our and our affiliates' interests in the Marks.

**D. DISCONTINUANCE OF USE OF MARKS.**

If, in our sole judgment, it becomes advisable at any time for us and/or you to modify or discontinue using any Mark and/or to use one or more additional or substitute trade or service marks, you agree to comply with our directions within a reasonable time after receiving notice. We need not reimburse you for your direct expenses of changing the Franchisee Facility's signage, for any loss of revenue due to any modified or discontinued Mark, or for your expenses of promoting a modified or substitute trademark or service mark.

Our rights in this Subsection 5.D apply to any and all of the Marks (and any portion of any Mark) that we authorize you to use in this Agreement. We may exercise these rights at any time and for any reason, business or otherwise, that we think best. You acknowledge both our right to take this action and your obligation to comply with our directions.

**E. INDEMNIFICATION FOR USE OF MARKS.**

We agree to reimburse you for all damages and reasonable expenses that you incur in any trademark infringement proceeding disputing your authorized use of any Mark under this Agreement if you have timely notified us of, and comply with our directions in responding to, the proceeding. At our option, we and our affiliates may defend and control the defense of any proceeding arising from your use of any Mark under this Agreement.

**6. CONFIDENTIAL INFORMATION.**

We possess (and will continue to develop and acquire) certain confidential information, some of which constitutes trade secrets under applicable law (the "**Confidential Information**"), relating to developing and operating Oxygen Yoga & Fitness Facilities, including (without limitation):

- (1) site selection criteria and layouts, designs and other plans and specifications for Oxygen Yoga & Fitness Facilities;
- (2) training and operations materials and manuals;
- (3) methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating Oxygen Yoga & Fitness Facilities;
- (4) marketing, promotional and advertising research and programs for Oxygen Yoga & Fitness Facilities;
- (5) knowledge of specifications for and suppliers of Operating Assets, and other products and supplies, including supplier pricing and related terms;
- (6) any computer software or similar technology which is proprietary to us or the System, including, without limitation, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology;
- (7) knowledge of the operating results and financial performance of Oxygen Yoga & Fitness Facilities other than the Franchisee Facility;
- (8) graphic designs and related intellectual property;
- (9) customer and member solicitation, communication and retention programs, along with data and information used or generated in connection with those programs;
- (10) all data and other information generated by, or used in, the operation of the Franchisee Facility, including customer and member names, addresses, phone numbers, pricing and other information supplied by any customer or member (such as credit card information or personal information), and any other information contained at any time and from time to time in the Computer System or that visitors to the Franchisee Facility (including you and your personnel) provide to the Website for the network of Oxygen Yoga & Fitness Facilities;
- (11) future business plans relating to Oxygen Yoga & Fitness Facilities and the Oxygen Yoga & Fitness franchise opportunity, including expansion and development plans; and
- (12) any other information that we reasonably designate as confidential or proprietary.

You acknowledge and agree that you will not acquire any interest in Confidential Information, other than the right to use it as we specify in operating the Franchisee Facility during the Term and any Renewal Term, and that Confidential Information is proprietary, includes our trade secrets, and is disclosed to you only on the condition that you agree, and you in fact do agree, that you:

- (a) will not use Confidential Information in any other business or capacity;

(b) will keep each item deemed to be part of Confidential Information absolutely confidential, both during the Term and any Renewal Term and then thereafter for as long as the item is not generally known in the fitness, health and wellness industry;

(c) will not sell, trade or otherwise profit in any way from the Confidential Information (including by selling or assigning any customer or member names, addresses, phone numbers, e-mail contact information, or related data), except using methods that we may have authorized or approved in our sole judgment;

(d) will not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form;

(e) will adopt and implement reasonable procedures to prevent unauthorized use or disclosure of Confidential Information, including, without limitation, restricting its disclosure to Franchisee Facility personnel and others and using non-disclosure and non-competition agreements with those having access to Confidential Information. We have the right to regulate the form of agreements that you use and to be a third-party beneficiary of those agreements with independent enforcement rights. We have the right to regulate the form of agreements that you use and to be a third party beneficiary of those agreements with independent enforcement rights. The current form of Nondisclosure and Non-Competition Agreement is attached as **Exhibit D-1** and of Nondisclosure Agreement is attached as **Exhibit D-2**; and

(f) will notify us within twenty-four (24) hours of any unauthorized use or disclosure of Confidential Information (whether by you or any Franchisee Facility employees or personnel).

Confidential Information does not include information, knowledge, or know-how which you can demonstrate lawfully came to your attention before we provided it to you directly or indirectly; which, at the time we disclosed it to you, already had lawfully become generally known in the fitness, health and wellness industry through publication or communication by others (without violating an obligation to us); or which, after we disclose it to you, lawfully becomes generally known in the fitness, health and wellness industry through publication or communication by others (without violating an obligation to us). However, if we include any matter in Confidential Information, anyone who claims that it is not Confidential Information must prove that one of the exclusions provided in this paragraph is fulfilled.

All ideas, concepts, techniques, or materials relating to an Oxygen Yoga & Fitness Facility, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent that any item does not qualify as a “work made-for-hire” for us, by this paragraph you hereby assign ownership of that item, and all related rights to that item, to us, hereby waive all moral rights in that item, and hereby agree to take whatever action (including signing assignment or other documents) we request to evidence our ownership or to help us obtain intellectual property rights in the item (including signing assignment or other documents, and causing your owners, employees and contractors to do the same). You may not use any such idea, concept, technique or material in connection with the Franchisee Facility without our prior approval.

## 7. EXCLUSIVE RELATIONSHIP.

You acknowledge that we have granted you the Franchise in consideration of and reliance upon your agreement to deal exclusively with us. You therefore agree that, during the Term and any Renewal Term, neither you, any of your owners, nor any of your or your owners' immediate family members (*i.e.* a spouse, legally-recognized domestic partner, parents, children, or sibling(s)) will:

(a) have any direct or indirect controlling or non-controlling interest as an owner – whether of record, beneficially, or otherwise – in a Competitive Business, wherever located or operating (except that equity ownership of less than two percent (2%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this subparagraph);

(b) perform services as a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business, wherever located or operating;

(c) divert or attempt to divert any actual or potential business or customer or member of the Franchisee Facility to a Competitive Business;

(d) directly or indirectly loan any money or other thing of value to, or guarantee any other person's loan to, any Competitive Business or any owner, director, officer, manager, employee, agent or vendor of any Competitive Business, wherever located or operating; or

(e) engage in any other activity which, in our sole opinion, might injure the goodwill of the Marks and System.

The term “**Competitive Business**” means (i) any fitness, health and wellness business which derives more than five percent (5%) of its revenue from providing yoga, related fitness, weight loss, wellness and health classes and programs or related products and services or (ii) any business granting franchises or licenses to others to operate the type of business specified in the preceding subparagraph (i) (other than an Oxygen Yoga & Fitness Facility operated under a franchise agreement with us).

You agree to have all of the following persons sign, and you will submit to us executed copies of, our then current form of Nondisclosure and Non-Competition Agreement from all of the following persons: (i) if you are an Entity, all your officers, directors, shareholders, partners, members and owners, and those of any Entity directly or indirectly controlling you, concurrent with the execution of this Agreement, or at such time as they assume such status; and (ii) all of the persons enumerated in this Section 7 and Subsection 15.D below. You also agree to have your General Manager and any supervisory or other employees who have received or will receive training from us, prior to their employment, sign our then current form of Nondisclosure Agreement. You agree to provide us copies of all executed Nondisclosure and Non-Competition Agreements and Nondisclosure Agreements no later than ten (10) days following their execution.

## **8. SYSTEM STANDARDS.**

### **A. CONDITION AND APPEARANCE OF THE FRANCHISEE FACILITY.**

You agree that:

(1) you will maintain the condition and appearance of the Franchisee Facility, its Operating Assets and the Premises in accordance with System Standards and consistent with the image of a Oxygen Yoga & Fitness Facility and in observing the highest standards of cleanliness, sanitation, efficient, courteous service and pleasant ambiance, and in that connection will take, without limitation, the following actions during the Term: (1) thorough cleaning, repainting and redecorating of the interior and exterior of the Premises at intervals we prescribe; (2) interior and exterior repair of the Premises; (3) maintenance and alteration of the interior and exterior of the Premises to satisfy health and safety requirements; and (4) repair, maintenance or replacement of damaged, non-functioning, worn out or obsolete Operating Assets or other equipment;

(2) you will place or display at the Premises (interior and exterior) only those signs (including neon), emblems, designs, artwork, lettering, logos, and display and advertising materials that we at any time and from time to time approve;

(3) if at any time we determine, in our reasonable judgment, the general state of repair, appearance or cleanliness of the Premises of the Franchisee Facility or its fixtures, furnishings, equipment or signs does not meet our System Standards, we have the right to notify you, specifying the action you must take to correct the deficiency. If (i) within twenty-four (24) hours after you received our notice in the case of a deficiency of a health, safety, or sanitary law, ordinance or regulation or (ii) within ten (10) days after you received our notice in the case of any other deficiencies, you do not initiate action to correct the deficiency and then continue in good faith and with due diligence, a bona fide program to complete the correction of the deficiency, we have the right, in addition to all other remedies, to enter the Premises or the Franchisee Facility and do any required maintenance or refurbishing on your behalf. You must reimburse us on demand for all costs and expenses we incur in connection with such maintenance and refurbishment; and

(4) On notice from us, you agree to remodel, expand, redecorate, reequip and/or refurbish the Premises and the Franchisee Facility (a “**Remodel**”) at your expense to reflect changes in the operations of Oxygen Yoga & Fitness Facilities which we prescribe and require of new franchise owners. You agree to diligently complete such renovation within a reasonable time after commencing the work. We will not require you to Remodel the Franchisee Facility more than one (1) time during the Term.

### **B. FRANCHISEE FACILITY SPECIFICATIONS, STANDARDS AND PROCEDURES.**

You agree that: (1) the Franchisee Facility will offer for sale all classes, programs, products and services that we specify at any time and from time to time; (2) the Franchisee Facility will offer and sell approved classes, programs, products and services only in the manner we have prescribed; (3) you will not offer for sale or sell at the Franchisee Facility, the Premises or any other location any classes, programs, products or services we have not approved in advance; (4) all products will be offered and sold only at retail and from the Premises (subject to off-site marketing or sales activities we must specifically approve) and you will not offer or sell any products or services at wholesale or

on the internet; (5) you will discontinue selling and offering for sale any classes, programs, products or services that we at any time decide (in our sole judgment) to disapprove in writing; and (6) you will advertise to, and solicit customers and members for, the Franchisee Facility only within the Territory.

**C. APPROVED PRODUCTS, SERVICES, DISTRIBUTORS AND SUPPLIERS.**

We have developed or may develop standards and specifications with respect to certain classes, programs, products and services and with respect to certain types, models and brands of required Operating Assets, and related products, materials and supplies. We reserve the right at any time and from time to time to approve specifications or suppliers and distributors of the above or other products and services that meet our reasonable standards and requirements. If we do so, you agree to purchase only such products and services meeting those specifications, and if we require it, only from distributors and other suppliers we have approved, including or limited to ourselves or our affiliates.

We may limit the number of approved distributors or suppliers (collectively “*suppliers*”) with whom you may deal, designate sources that you must use, and/or refuse any of your requests for any reason, including that we have already designated an exclusive source (which might be us or our affiliate) for a particular item or service.

We and our affiliates may mark up and profit on the sale of goods or services to you and/or receive payments, rebates, or other material consideration from suppliers on account of such suppliers’ dealings with us, you and other franchise owners, and may keep or use any amounts so received without restriction and for any purpose we and our affiliates deem appropriate. We may concentrate purchases with one or more suppliers or distributors to obtain lower prices or the best advertising support or services. Approval of a supplier or distributor may be conditioned on requirements relating to product quality, prices, consistency, reliability, financial capability, labor relations, customer/member relations, concentration of purchases, standards of service, including prompt attention to complaints, a supplier's willingness to pay us, one of our affiliates, and/or our system for the right to do business with our system, or other criteria and may be temporary, pending our continued evaluation of the supplier or distributor at any time and from time to time.

If you would like to purchase any items from any unapproved supplier or distributor, you must submit to us a written request for approval of the proposed supplier or distributor. We have the right to inspect the proposed supplier’s or distributor’s facilities, and to require product samples from the proposed supplier or distributor to be delivered at our option either directly to us or to any independent, certified laboratory which we designate for testing. Either you or the proposed supplier or distributor must pay us a fee (not to exceed the reasonable cost of the inspection and the actual cost of the test) to make the evaluation. We have no obligation to approve any new supplier, product, or service you propose. We reserve the right to periodically re-inspect the facilities and products of any approved supplier or distributor and to revoke our approval if the supplier or distributor does not continue to meet any of our criteria.

**D. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES.**

You must secure and maintain in force all required licenses, permits and certificates relating to the operation of the Franchisee Facility and must operate the Franchisee Facility in full compliance with all applicable federal, state, and local laws, ordinances and regulations, including, without limitation, government regulations relating to occupational hazards, health, worker’s compensation and unemployment insurance and withholding and payment of federal and state income taxes, social

security taxes and sales and service taxes. All advertising and promotion by you must be completely factual and must conform to the highest standards of ethical advertising. The Franchisee Facility must in all dealings with its customers, members, suppliers, us and the public adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. You agree to refrain from any business or advertising practice which may be injurious to our business and the goodwill associated with the Marks and other Oxygen Yoga & Fitness Facilities. You must notify us in writing within five (5) days of the commencement of any action, suit or proceeding, and of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect your operation or financial condition or that of the Franchisee Facility and of any notice of violation of any law, ordinance, or regulation relating to the Franchisee Facility.

E. **MANAGEMENT OF THE FRANCHISEE FACILITY/CONFLICTING INTERESTS.**

The Franchisee Facility must at all times be under the full-time direct, on-premises supervision of you (or your Managing Owner), or General Manager, both of whom must have successfully completed the initial training program that we describe above in this Agreement. You shall take such steps as are necessary to ensure that any and all of the Franchisee Facility's employees preserve good customer and member relations; render competent, prompt, courteous, and knowledgeable service; and meet such minimum standards as we may establish from time to time in the Operations Manual or otherwise in writing. You and your employees shall handle all customer and member complaints, refunds, returns, and other adjustments in a manner that will not detract from the name and goodwill of the Marks, the System or us. We may, in our sole discretion, at any time resolve a customer or member complaint on your behalf, in which case you must reimburse us for our out-of-pocket costs in resolving the complaint.

We reserve the right to approve or disapprove of any General Manager you appoint. If we disapprove of any General Manager you propose, you must promptly appoint a replacement General Manager satisfactory to us. If your relationship with a General Manager terminates for any reason, then you must promptly appoint a replacement General Manager that meets our approval. Even if you appoint a General Manager for day-to-day operations, you (or your Managing Owner) must remain active in overseeing the Franchisee Facility's ongoing business activities. If you (or your Managing Owner) own more than one Oxygen Yoga & Fitness Facility, then each such Oxygen Yoga & Fitness Facility must be under the full-time, direct on-premises supervision of a General Manager we have approved.

Besides you (or your Managing Owner) or the General Manager, the Franchisee Facility must at all times have a sufficient number of personnel on staff to operate the Franchisee Facility in accordance with our then current System Standards.

You (or your Managing Owner) must keep us informed at all times of the identity of the General Manager, and ensure that such personnel are competent and proficient in their duties. You (or your Managing Owner) are solely responsible for all employment decisions for the Franchisee Facility, including hiring, firing, remuneration, personnel policies, training, benefits, and maintaining supervision and discipline, regardless of whether you received advice from us on any of these subjects.

F. **INSURANCE.**

During the Term you must maintain the following categories of insurance coverage in force at your sole expense, all containing the minimum liability coverage we prescribe at any time and from time to time in the Operations Manual (unless otherwise indicated below):

(1) Comprehensive general liability insurance against civil public liability for personal and bodily injuries or death and damage to or destruction of property in an amount of no less than Two Million Dollars (\$2,000,000.00) per person or occurrence, which limit may be increased by us from time to time on written notice by us to you;

(2) All risk or special form coverage on your Premises, including boiler and machinery coverage extending to all improvements and alterations, trade fixture, and business personal property having adequate limits to replace all that is damaged as caused by, or occurring in connection with, the Franchisee Facility's operation;

(3) Business interruption insurance to cover the rent of the Premises, previous profit margins, maintenance of competent personnel and other fixed expenses for the duration of the interruption to the Franchisee Facility's operation;

(4) Worker's compensation (including occupational disease) in accordance with the law and including other state endorsement where legally required and commercially appropriate;

(5) Tenant's insurance in at least such amount as may be specified in the Lease for the Franchisee Facility location;

(6) If any vehicle is used (whether owned, non-owned, leased or hired) in connection with the operation of the Franchisee Facility, motor vehicle liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in connection with the Franchisee Facility's operation.

(7) Employer's liability insurance (in amounts authorized by statute);

(8) Unemployment insurance and state disability insurance (as required by governing law) for your employees;

(9) Employment practices liability insurance;

(10) Cyber security insurance;

(11) Crime insurance;

(12) In connection with any construction, refurbishment, and/or remodeling of the Franchisee Facility, builder's and/or contractors' insurance (as applicable), lien insurance, and performance and completion bonds in forms and amounts acceptable to us;

(13) Umbrella or excess liability insurance providing coverage excess of the underlying general liability, motor vehicle liability and employer's liability insurance above;

(14) Insurance coverage of such type, nature and scope sufficient to satisfy your indemnification obligations under Subsection 16.D below; and

(15) Any additional insurance required by your lessor or master lessor.

You understand that the types and coverage amounts we prescribe are only minimums, and that we have not assessed whether, and do not guarantee that, the types and coverage amounts are sufficient for the Franchisee Facility.

We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage (including reasonable excess liability insurance, employment practices liability insurance and cybersecurity insurance) at any time to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards or other relevant changes in circumstances. Required coverage must contain the following: (i) a severability of interest clause for all named insureds, with no cross-liability for exclusion; (ii) insurers' waiver of subrogation against us and all named insureds; and (iii) a waiver of rights of recovery against us.

These insurance policies must be obtained from responsible insurance carriers acceptable to us and which are authorized to do business in the state(s) in which the Franchisee Facility is located. These insurance policies must name us, any affiliates we designate, and the Indemnified Parties (as defined in Subsection 16.D below) as additional named insureds for claims arising from the Franchisee Facility's operation and provide for thirty (30) days' prior written notice to us of a policy's material modification, cancellation or expiration. These insurance policies must be primary to and without right of contribution from any other insurance policy purchased by us or any other Indemnified Party; must not limit or reduce coverage for you if there is a claim by us or any one or more of the other Indemnified Parties; must not contain a self-insured retention; must not contain a deductible in excess of \$25,000; must make satisfaction of any/all deductibles your sole responsibility; and must extend to and provide indemnity for all of your indemnification obligations to us and the other Indemnified Parties under this Agreement. You agree not to reduce the policy limits, restrict coverage, cancel or otherwise alter or amend your insurance policies without our prior written consent. If there is a claim by us or any one or more of the other Indemnified Parties against you, you must, upon our request, assign to us all rights which you then have or thereafter may have with respect to the claim against the insurer(s) providing the coverages described above.

You must provide us with copies of your certificates of insurance or other evidence we require evidencing the required coverages no later than ten (10) days before you commence operations of the Franchisee Facility. You must furnish us, on an annual basis, copies of your certificates of insurance or other evidence we require of your maintaining this insurance coverage and paying premiums. You must furnish us the original policies evidencing all such insurance coverages within five (5) days of our written request. You agree to renew all policies and documents, and to furnish us copies of renewal certificates of insurance or other evidence we require of your maintaining this insurance coverage and paying premiums prior to the expiration date of the policy.

If you fail or refuse to obtain and maintain the insurance we specify, in addition to our other remedies, we may (but need not) obtain such insurance for you and the Franchisee Facility on your behalf, in which event you shall cooperate with us and reimburse us for all premiums, costs and expenses we incur in obtaining and maintaining the insurance, plus a reasonable fee for our time

incurred in obtaining such insurance. If we obtain such insurance for you and the Franchisee Facility on your behalf, you must furnish all information necessary to obtain and maintain such insurance within fifteen (15) days of our request.

**G. PRICING.**

We reserve the right, to the fullest extent allowed by applicable law, to establish maximum, minimum, or other pricing requirements with respect to the prices you may charge for classes, programs products and services. These rights may include (without limitation) prescribing the maximum and/or minimum retail prices which you may charge customers and members for the products and/or services offered by the Franchisee Facility; recommending retail prices; advertising specific retail prices for some or all products or services sold at the Franchisee Facility; requiring you to participate in marketing, promotional and related campaigns which may directly or indirectly impact your retail prices; and, otherwise mandating, directly or indirectly, the maximum and/or minimum retail prices which the Franchisee Facility may charge the public for the classes, programs, products and services it offers. We may engage in any such activity either periodically or throughout the Term. Further, we may engage in such activity only in certain geographic areas (cities, states, regions) and not others, or with regard to certain subsets of franchise owners and not others. You acknowledge that the prices we prescribe or suggest may or may not optimize the revenues or profitability of the Franchisee Facility and you irrevocably waive any and all claims arising from the establishment or suggestion of the Franchisee Facility's retail prices.

**H. DISCOUNTS, GIVEAWAYS AND OTHER PROMOTIONS.**

You acknowledge and agree that periodic discounts, giveaways and other promotions are an integral part of the System. Therefore, you agree to offer and participate in any required discounts, giveaways and other promotions at your sole cost and expense, in accordance with our specifications. You further agree to honor the discounts, giveaways and other promotions offered by other Oxygen Yoga & Fitness Facility franchise owners under any such program we establish, as long as such compliance does not contravene any applicable law, rule or regulation.

**I. COMPLIANCE WITH SYSTEM STANDARDS.**

You acknowledge and agree that operating and maintaining the Franchisee Facility according to System Standards are essential to preserve the goodwill of the Marks and all Oxygen Yoga & Fitness Facilities. Therefore, you agree at all times to operate and maintain the Franchisee Facility according to all of our System Standards, as we periodically modify and supplement them, even if you believe that a System Standard, as originally issued or subsequently modified, is not in the System's or the Franchisee Facility's best interests. Although we retain the right to establish and periodically modify System Standards that you have agreed to maintain, you retain the right to and responsibility for the day-to-day management and operation of the Franchisee Facility and implementing and maintaining System Standards at the Franchisee Facility.

As examples, and without limitation, System Standards may regulate any one or more of the following, in addition to the items described in Subsections 8.A through 8.H above:

(1) classes and programs (including loyalty programs) available to customers and members;

(2) terms and conditions of the sale and delivery of, and terms and methods of payment for products, and services that you obtain from us and affiliated and unaffiliated suppliers; and our and our affiliates' right not to sell you any products or to provide you with services, or to do so only on a "cash-on-delivery" or other basis, if you are in default under any agreement with us;

(3) sales, marketing, advertising, promotional, loyalty and membership programs and materials and media, including social media Websites, used in these programs ("social media" includes personal blogs, common social networks like Facebook, Instagram, TikTok or Pinterest, professional networks like LinkedIn, live-blogging tools like Twitter, virtual worlds, file, audio and video-sharing sites, and other similar social networking or media sites or tools);

(4) use and display of the Marks at the Franchisee Facility and on vehicles, bags, labels, forms, paper and plastic products, and other supplies;

(5) issuing and honoring gift certificates;

(6) staffing levels for the Franchisee Facility; identifying the Franchisee Facility's personnel; and employee qualifications, training, dress, and appearance (although you have sole responsibility and authority concerning employee selection and promotion, hours worked, rates of pay and other benefits, work assigned, and working conditions);

(7) days and hours of operation;

(8) participation in market research and testing and product and service development programs and preparation of reports and other relevant information we may request regarding the market research, as well as participation in, and dues assessed for, advisory councils;

(9) accepting credit and debit cards, other payment systems, and check verification services;

(10) member mixers and program sampling, including requirements regarding frequency;

(11) bookkeeping, accounting, data processing, and recordkeeping systems and forms; formats, content, and frequency of reports to us of sales, revenue, financial performance, and condition; and giving us copies of tax returns and other operating and financial information concerning the Franchisee Facility;

(12) vehicles used in connection with the Franchisee Facility, including the make and model, condition, paint color, vehicle graphics and décor;

(13) use of social media in connection with the Franchisee Facility's operation or otherwise referencing the System; and

(14) any other aspects of operating and maintaining the Franchisee Facility that we determine to be useful to preserve or enhance the efficient operation, image, or goodwill of the Marks and Oxygen Yoga & Fitness Facilities.

You agree that you are obligated to comply with all System Standards we prescribe in the Operations Manual, or otherwise communicate to you in writing or another tangible form during the Term (for example, via System extranet or Website), as we periodically modify them.

J. **MODIFICATION OF SYSTEM STANDARDS.**

We periodically may modify System Standards, which may accommodate regional or local variations, and these modifications may obligate you to invest additional capital in the Franchisee Facility and/or incur higher operating costs. You agree to implement any changes in System Standards within the time period we request, whether they involve Remodeling the Premises or any other aspect of the Franchisee Facility, buying new Operating Assets, adding new services, or otherwise modifying the nature of your operations, as if they were part of this Agreement as of the Effective Date.

K. **MEMBERSHIPS.**

We will specify in the Operations Manual or otherwise in writing the types of memberships and passes that you may offer to customers and members, and the benefits that you must provide to members who purchase certain memberships or passes. You may sell memberships in the Franchisee Facility to customers and visitors, provided that you may not sell memberships to any customer or visitor that we determine, in our sole judgment (i) could harm or damage the Marks and associated goodwill, (ii) could interfere with other members' reasonable enjoyment of the Franchisee Facility, or (iii) are included in a list of restricted persons as provided to you in the Operations Manual or otherwise in writing. All members shall have unrestricted access to all common areas and amenities of the Franchisee Facility. You must follow any rules and policies that we include in the Operations Manual with respect to membership agreements. You must promptly respond to any complaints made by your members or customers and take such other steps as may be reasonably necessary to ensure satisfactory customary relations with your members.

We will provide you with templates for membership agreements and you will be responsible for modifying the membership agreements and waivers to comply with all applicable laws; however, you must obtain our written consent before you modify any terms required by us to be included in the template membership agreements. We may include a list of the mandatory terms for the membership agreements in the Operations Manual or otherwise in writing, which list may be modified by us from time to time in our sole discretion. Such mandatory terms may not be modified in any membership agreement negotiated by you, except in accordance with the Operations Manual or as otherwise approved in advance in writing by us. Our acceptance of a form of an agreement is not a warranty or representation of any kind as to the compliance of such agreement with applicable law.

By the first of each month after opening the Franchisee Facility and on or before December 31 of each year, you shall provide us in whatever electronic format we require which may be via a designated site on the internet, all member lists for the Franchisee Facility, including both active and inactive members, which shall include, but not be limited to, names, addresses, and telephone numbers of such members (hereinafter collectively referred to as "***Membership Lists***"). You acknowledge that we are the sole owner of the Membership Lists (subject to applicable privacy laws) and that you shall not distribute, in any form or manner, the Membership Lists to any third party. You shall comply with all applicable privacy laws and ensure that all of the persons on the Membership Lists have consented to the collection, disclosure and use of the Membership Lists as contemplated herein.

Certain members may have and will continue to enter into membership agreements that include global roaming access privileges, which provide those members access to Oxygen Yoga & Fitness Facilities in multiple jurisdictions, including the Franchisee Facility (such privileges, “***Global Roaming Privileges***”). You must abide by our policies for members with Global Roaming Privileges as we may specify in the Operations Manual or otherwise in writing from time to time, which we may modify during the Term as we deem appropriate in our sole discretion. You must allow Global Roaming Members access to the Franchisee Facility and treat global roaming members in the same manner as your members.

## **9. MARKETING.**

### **A. GRAND OPENING ADVERTISING.**

You agree to spend a minimum of Five Thousand Five Hundred Dollars (\$5,000) (or such other sum as may be required by your lessor or the master lessor) to advertise and promote the Franchisee Facility within the first three (3) months of the Franchisee Facility’s grand opening. You agree to comply with our guidelines for this grand opening advertising program.

### **B. ADVERTISING AND DEVELOPMENT FUND.**

Recognizing the value of advertising and marketing to the goodwill and public image of Oxygen Yoga & Fitness Facilities, we may establish an Advertising and Development Fund (the “***Fund***”) for the advertising, marketing, and public relations programs and materials we deem appropriate. You agree to contribute to the Fund the amounts we require as set forth in Subsection 3.C above.

We have the right to collect for deposit into the Fund any advertising, marketing, or similar allowances paid to us by suppliers who deal with Oxygen Yoga & Fitness Facilities, and with whom we have agreed that we will so deposit these allowances. (These payments are different from those which are not designated by suppliers to be used exclusively for advertising or similar purposes, and which we and our affiliates therefore may use for any purposes we and they deem appropriate, as provided in Subsection 8.C above.)

We will direct all programs that the Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. The Fund may pay for preparing and producing video, audio, and written materials and electronic media; developing, implementing, and maintaining an electronic commerce Website and/or related strategies and efforts, social media strategy and execution; use of social media influencers; administering regional and multi-regional marketing and advertising programs, including, without limitation, purchasing trade journal, direct mail, and other media advertising and using advertising, promotion, and marketing agencies and other advisors to provide assistance; and supporting public relations, market research, and other advertising, promotion, and marketing activities.

The Fund may periodically give you samples of advertising, marketing, and promotional formats and materials at no cost. If we make these available, and you would like copies of the samples, the Fund will sell you multiple copies of these materials at its direct cost of producing them, plus any related shipping, handling, and storage charges.

We will account for the Fund separately from our other funds and not use the Fund for any of our general operating expenses. However, we may use the Fund to pay the reasonable salaries and benefits of personnel who manage and administer the Fund, the Fund's other administrative costs, travel expenses of personnel while they are on Fund business, meeting costs, overhead relating to Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Fund and its programs, including, without limitation, conducting market research, public relations, preparing advertising, promotion, and marketing materials, and collecting and accounting for Fund contributions.

The Fund will not be our asset. Although the Fund is not a trust, we will hold all Fund contributions for the benefit of the contributors and use contributions only for the purposes described in this Subsection 9.B. We do not owe any fiduciary obligation to you for administering the Fund or any other reason. The Fund may spend in any fiscal year more or less than the total Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, pay back outstanding principal amounts borrowed in prior years from us or third parties, or invest any surplus for future use. We will use all interest earned on Fund contributions to pay costs before using the Fund's other assets.

We may prepare an annual, unaudited statement of Fund collections and expenses and give you the statement upon written request. We reserve the right, in our sole determination, to have the Fund audited annually at the Fund's expense by an independent certified public accountant. We may incorporate the Fund or operate it through a separate entity whenever we deem appropriate. The successor entity will have all of the rights and duties specified in this Subsection 9.B.

We intend the Fund to maximize recognition of the Marks and patronage of Oxygen Yoga & Fitness Facilities. Although we will try to use the Fund to develop advertising and marketing materials and programs, and to place advertising and marketing, that will benefit Oxygen Yoga & Fitness Facilities, we need not ensure that Fund expenditures in or affecting any geographic area are proportionate or equivalent to Fund contributions by Oxygen Yoga & Fitness Facilities operating in that geographic area or that any Oxygen Yoga & Fitness Facility benefits directly or in proportion to its Fund contribution from the development of advertising and marketing materials or the placement of advertising and marketing.

We have the right, but no obligation, to use collection agents and institute legal proceedings to collect Fund contributions at the Fund's expense. We also may forgive, waive, settle, and compromise all claims by or against the Fund. Except as expressly provided in this Subsection 9.B, we assume no direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Fund.

We may at any time defer or reduce contributions of an Oxygen Yoga & Fitness Facility franchise owner and, upon thirty (30) days' prior written notice to you, reduce or suspend Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Fund. If we terminate the Fund, we will either spend the remaining monies in the Fund or distribute all unspent monies to our franchise owners, and to us and our affiliates, in proportion to their, and our, respective Fund contributions during the preceding twelve (12) month period. We may reinstate your requirement to contribute to the Fund upon the same terms and conditions set forth herein upon thirty (30) days' prior written notice to you.

C. **BY YOU.**

You agree to list and advertise the Franchisee Facility in at least one (1) online directory listing (e.g., Google or Yelp) as we designate or approve from time to time.

In addition to your grand opening obligation in Subsection 9.A above and your Fund contribution obligations in Subsection 9.B above, you agree to spend, during the fourth month of the Term and in all subsequent months, a minimum of two percent (2%) of the Franchisee Facility's prior month's Gross Revenues or One Thousand Eight Hundred Dollars (\$1,800), whichever amount is greater, to advertise and promote the Franchisee Facility (your "***Local Advertising Expenditure***"). Within thirty (30) days after the end of each month, you agree to send us, in the manner we prescribe, an accounting of your Local Advertising Expenditure during the preceding month.

Your local advertising and promotion must follow our guidelines. All advertising and promotional materials that you develop for the Franchisee Facility must contain notices of our Website's domain name in the manner we designate. You may not develop, maintain, or authorize any Website that mentions or describes you or the Franchisee Facility or displays any of the Marks without our prior written approval. You agree that your advertising, promotion, and marketing will be completely clear, factual, and not misleading and conform to both the highest standards of ethical advertising and marketing and the advertising and marketing policies that we prescribe at any time and from time to time.

Before you use them, you agree to send us or our designated agency for approval samples of all advertising, promotional, and marketing materials which we have not prepared or previously disapproved including, but not limited to, press releases and interviews for publication in any media. If you do not receive written approval within ten (10) days after we or our designated agency receives the materials, they are deemed to be disapproved. You may not use any advertising, promotional, or marketing materials that we have not approved or that we have (or were deemed) disapproved.

We have the right to require you to use one or more required suppliers for your local advertising and to require you to spend all or a portion of your Local Advertising Expenditure with required suppliers. We reserve the right to collect amounts directly from you via EFT to pay required suppliers.

D. **COOPERATIVE ADVERTISING PROGRAMS.**

We may designate an advertising coverage area ("***ACA***") — local or regional — in which two (2) or more Oxygen Yoga & Fitness Facilities are located in order to establish a cooperative advertising program ("***Cooperative Program***") for that ACA. An ACA is the area covered by the particular advertising medium recognized in the industry. All franchise owners in the ACA will be required to participate. Each Oxygen Yoga & Fitness Facility operating in the ACA will have one vote, including Oxygen Yoga & Fitness Facilities operated by us or our affiliates.

Each Cooperative Program will be organized and governed in a form and manner, and begin operating on a date, that we determine in advance. Each Cooperative Program's purpose is, with our approval, to administer advertising programs and develop promotional materials for the area the Cooperative Program covers. If we establish a Cooperative Program for the geographic area in which the Franchisee Facility is located, you must sign the documents we require to become a member of the Cooperative Program and participate in the Cooperative Program as those documents require.

If a Cooperative Program is established for your ACA, you will be required to contribute up to two percent (2%) of the Franchisee Facility's Gross Revenues to the Cooperative Program weekly, monthly, or as otherwise specified by fifty percent (50%) or more of the Oxygen Yoga & Fitness Facilities operating in the ACA. You will not be required to contribute more than two percent (2%) of the Franchisee Facility's Gross Revenues to the Cooperative Program unless sixty-seven percent (67%) or more of the Oxygen Yoga & Fitness Facilities operating in the ACA, including any Oxygen Yoga & Fitness Facilities operated by us or our affiliates, vote to increase the contributions of all Oxygen Yoga & Fitness Facilities operating in the ACA in excess of the two percent (2%). Any amounts you contribute to a Cooperative Program will count toward the percentage of Gross Revenues you are required to spend under Subsection 9.C to promote the Franchisee Facility.

You agree to send us and the Cooperative Program any reports that we require. The Cooperative Program and its members may not use any advertising or promotional plans or materials without our prior written consent.

## **10. RECORDS, REPORTS, AND FINANCIAL STATEMENTS.**

You agree to establish and maintain at your own expense a bookkeeping, accounting, and recordkeeping system conforming to the requirements and formats we prescribe at any time and from time to time. We may require you to use a Computer System to maintain certain sales data and other information and to report such information to us via a Website or other means. You agree to give us in the manner and format that we prescribe at any time and from time to time:

(a) on or before the 5th day of each month, a report on the Franchisee Facility's Gross Revenues during the preceding month;

(b) within thirty (30) days after the end of each calendar quarter, the operating statements, financial statements, statistical reports, purchase records, and other information we request regarding you and the Franchisee Facility covering the previous calendar quarter and the fiscal year to date, and you must certify these statements are true and correct;

(c) within ninety (90) days following the end of each fiscal year during the Term, annual profit and loss and source and use of funds statements and a balance sheet for the Franchisee Facility as of the end of the prior calendar year;

(d) within thirty (30) days following your filing of tax returns for the Franchisee Facility, exact copies of federal and state income tax returns, sales tax returns, and any other forms, records, books, and other information we periodically require relating to the Franchisee Facility and the Franchise.

You agree to verify and sign each report and financial statement in the manner we prescribe. We may disclose data derived from these reports, although we will not without your consent (unless required by law) disclose your identity in any materials that we circulate publicly. Moreover, we may, as often as we deem appropriate (including on a daily basis), access the Computer System and retrieve all information relating to the Franchisee Facility's operation.

You agree to preserve and maintain all records (including, but not limited to, sales checks, purchase orders, invoices, payroll records, customer lists, Membership Lists, check stubs, sales tax records and returns, cash receipts and disbursement journals, and general ledgers) in a secure location

at the Franchisee Facility for at least three (3) years, or longer if required by applicable law. We may require you to have audited financial statements prepared annually during the Term.

## **11. INSPECTIONS AND AUDITS.**

### **A. OUR RIGHT TO INSPECT THE FRANCHISEE FACILITY.**

To determine whether you and the Franchisee Facility are complying with this Agreement and all System Standards, we and our designated agents or representatives may at all times and without prior notice to you: (1) inspect the Franchisee Facility; (2) photograph the Franchisee Facility and observe and videotape the Franchisee Facility's operation for consecutive or intermittent periods we deem necessary; (3) remove samples of any products and supplies; (4) interview the Franchisee Facility's personnel, customers and members; (5) inspect and copy any books, records, and documents relating to the Franchisee Facility's operation; and (6) use "mystery customers" to assess the Franchisee Facility. You must pay us or our designated representative the actual costs associated with any such quality assurance inspections we and/or our designated agents or representatives conduct and any such "mystery customer" programs we institute at the Franchisee Facility. You agree to cooperate with us and/or our designated representatives fully. If we exercise any of these rights, we will not interfere unreasonably with the Franchisee Facility's operation. You acknowledge that any evaluation or inspection that we or our designated agents or representatives conduct is conducted in order to protect our interests in the System and Marks and is not intended to exercise, and does not constitute, in whole or in part, control over the day-to-day operation of the Franchisee Facility and you agree to never contend otherwise.

### **B. OUR RIGHT TO AUDIT.**

We may at any time during your business hours, and without prior notice to you, examine your (if you are an Entity) and the Franchisee Facility's business, bookkeeping, and accounting records, sales and income tax records and returns, and other records. You agree to cooperate fully with our representatives and independent accountants in any audit. If any audit discloses a failure by you to operate the Franchisee Facility in accordance with the System Standards, then we may require you to undertake additional training at the Franchisee Facility. We shall determine the duration of the training and the number of trainers in our sole discretion. You agree to pay us an amount equal to Three Thousand Seven Hundred Fifty Dollars (\$3,750) per trainer plus our personnel's then current per diem charges and all actual travel and living expenses which our trainers incur during such additional training. If any audit discloses an understatement of the Franchisee Facility's Gross Revenues, you agree to immediately pay us the amount of the understatement, plus our service charges and interest (to be calculated as set forth in Subsection 3.F above) on the understated amounts from the date originally due until the date of payment. Furthermore, if an examination is necessary due to your failure to furnish reports, supporting records, or other information as required, or to furnish these items on a timely basis, or if our audit reveals a Royalty or Fund contribution understatement exceeding two percent (2%) of the amount that you actually reported to us for the period examined, you agree to reimburse us for the costs of the examination, including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board, and compensation of our employees. These remedies are in addition to our other remedies and rights under this Agreement and applicable law.

If we conduct an examination which reveals a Royalty or Fund contribution understatement exceeding five percent (5%) of the amount that you actually reported to us for any month within the period examined, or for the entire period of examination, you agree to immediately pay us the additional amount due as shown by the examination plus interest (to be calculated as set forth in Subsection 3.F above). You also agree to immediately reimburse us for the costs of an examination for the entire period of the examination, including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board, and compensation of our employees. Such understatement shall be a material breach of this Agreement and, in addition to our other remedies and rights under this Agreement and applicable laws, we shall have the right to terminate this Agreement immediately upon notice to you, without opportunity to cure.

## **12. TRANSFER.**

### **A. BY US.**

You acknowledge that we maintain a staff to manage and operate the System and that staff members can change as employees come and go. You represent that you have not signed this Agreement in reliance on any particular shareholder, director, officer, member, partner, manager or employee remaining with us in that capacity. We may change our ownership or form and/or assign this Agreement or any interest therein and any other agreement to a third party without restriction or notice to you. After our assignment of this Agreement to a third party who expressly assumes the obligations under this Agreement, we no longer will have any performance or other obligations under this Agreement.

### **B. BY YOU.**

You understand and acknowledge that the rights and duties this Agreement creates are personal to you (or, if you are an Entity, to your owners) and that we have granted you the Franchise in reliance upon our perceptions of your (or your owners') individual or collective character, skill, aptitude, attitude, business ability, and financial capacity. Accordingly, none of the following may be transferred without our prior written approval: (i) this Agreement (or any interest in this Agreement); (ii) the Franchisee Facility (or any right to receive all or a portion of the Franchisee Facility's profits or losses or capital appreciation related to the Franchisee Facility); (iii) all or substantially all of the assets of the Franchisee Facility; (iv) any ownership interest in you (regardless of its size); or (v) any ownership interest in any of your owners (if such owners are legal entities). A transfer of the Franchisee Facility's ownership, possession, or control, or substantially all of its assets, may be made only with a transfer of this Agreement. Any transfer without our approval is a breach of this Agreement and has no effect.

In this Agreement, the term "transfer" includes a voluntary, involuntary, direct, or indirect assignment, sale, gift, or other disposition. An assignment, sale, gift, or other disposition includes the following events:

- (a) transfer of ownership of capital stock, a partnership or membership interest, or another form of ownership interest;
- (b) merger or consolidation or issuance of additional securities or other forms of ownership interest;

(c) any sale of a security convertible to an ownership interest;

(d) transfer of an interest in you, this Agreement, the Franchisee Facility or all or substantially all of its assets, or your owners in a divorce, insolvency, or entity dissolution proceeding or otherwise by operation of law;

(e) if you, one of your owners, or an owner of one of your owners dies, a transfer of an interest in you, this Agreement, the Franchisee Facility or all or substantially all of its assets, or your owner by will, declaration of or transfer in trust, or under the laws of intestate succession; or

(f) pledge of this Agreement (to someone other than us) or of an ownership interest in you or your owners as security, foreclosure upon the Franchisee Facility, or your transfer, surrender, or loss of the Franchisee Facility's possession, control, or management. You may grant a security interest (including a purchase money security interest) in the Franchisee Facility's assets (not including this Agreement) to a lender that finances your acquisition, development, and/or operation of the Franchisee Facility without having to obtain our prior written approval as long as you give us thirty (30) days' prior written notice.

### **C. CONDITIONS FOR APPROVAL OF TRANSFER.**

If you (and your owners) are fully complying with this Agreement, then, subject to the other provisions of this Section 12, we will approve a transfer that meets all of the requirements in this Subsection 12.C.

If you are an entity, your owners may transfer a non-controlling ownership interest in you or your owners (determined as of the date on which the proposed transfer will occur) if: (i) the proposed transferee and its direct and indirect owners (if the transferee is an Entity) are of good character and otherwise meet our then applicable standards for Oxygen Yoga & Fitness franchise owners (including no ownership interest in or performance of services for a Competitive Business); (ii) you give us prior written notice of the transfer at least thirty (30) days before the proposed transfer, and later provide us final documentation of the consummated transfer; and (iii) you pay us a transfer fee of Five Thousand Dollars (\$5,000) and reimburse us, upon our demand at any time, for any costs we incur in connection with the proposed transfer (regardless of whether the proposed transfer actually transpires).

For any other proposed transfer (including a transfer of this Agreement, a transfer of a controlling ownership interest in you or one of your owners, or a transfer that is one of a series of transfers (regardless of the time period over which these transfers take place) which in the aggregate transfer this Agreement or a controlling ownership interest in you or one of your owners), all of the following conditions must be met before or concurrently with the effective date of the transfer:

(1) the transferee has sufficient business experience, aptitude, and financial resources to operate the Franchisee Facility;

(2) you have paid all Royalties, Fund and Cooperative Program contributions, and other amounts owed to us, our affiliates, and third-party vendors; have submitted all required reports and statements; and have not violated any provision of this Agreement, the Lease, or any other agreement with us during both the sixty (60) day period before you requested our consent to the transfer and the period between your request and the effective date of the transfer;

(3) neither the transferee nor its owners (if the transferee is an Entity) or affiliates have an ownership interest (direct or indirect) in or perform services for a Competitive Business;

(4) the transferee (or its managing owner) satisfactorily completes our training program and pays our then-current training fee (currently, Seven Thousand Five Hundred Dollars (\$7,500) for two (2) people);

(5) your lessor consents in writing to the transfer of the Lease or sublease of the Premises to the transferee (or, if we are subleasing the Premises to you under a sublease, the master lessor consents in writing to the transfer of the sublease to the transferee and the transferee agrees in writing to assume your obligations under the sublease);

(6) any applicable agency or host or authority with jurisdiction over the Premises (such as an airport or an educational institution, if any) approves the transfer of this Agreement to the transferee;

(7) the transferee shall (if the transfer is of this Agreement), or you shall (if the transfer is of a controlling ownership interest in you or one of your owners), sign our then current form of franchise agreement and related documents (including, without limitation, our then current form of Nondisclosure and Non-Competition Agreement, Nondisclosure Agreement and our then current form of Guaranty and Assumption of Obligations, if applicable), any and all of the provisions of which may differ materially from any and all of those contained in this Agreement, including the Royalty and the Fund and Cooperative Program contributions, provided, however, that the execution of the new franchise agreement will terminate this Agreement (except for your guarantees, the post-termination obligations under this Agreement, and all other rights and obligations that survive termination or expiration of this Agreement), and the term of the new franchise agreement signed will expire on the expiration of this Agreement, unless we and the transferee otherwise agree in writing;

(8) you or the transferee pays us a transfer fee equal to Twenty Thousand Dollars (\$20,000);

(9) you (and your transferring owners) sign a general release, in a form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, members, partners, managers, employees, and agents;

(10) we have determined that the purchase price and payment terms will not adversely affect the transferee's operation of the Franchisee Facility;

(11) if you or your owners finance any part of the purchase price, you and/or your owners agree that all of the transferee's obligations under promissory notes, agreements, or security interests reserved in the Franchisee Facility are subordinate to the transferee's obligation to pay Royalties, Fund contributions, and other amounts due to us, our affiliates, and third-party vendors and otherwise to comply with this Agreement;

(12) (a) you have corrected any existing deficiencies of the Franchisee Facility of which we have notified you on a punch list or in other communications, and/or (b) the transferee agrees (if the transfer is of this Agreement) to upgrade, remodel, expand and/or Remodel the Franchisee Facility and to add or replace services, vehicles, vehicle wrappings, equipment, and/or Operating Assets, in accordance with our then current requirements and specifications for Oxygen Yoga &

Fitness Facilities within the time period we specify following the effective date of the transfer (we will advise the transferee before the effective date of the transfer of the specific actions that it must take and the time period within which such actions must be taken);

(13) you and your transferring owners (and your and your owners' spouses) will not, for two (2) years beginning on the transfer's effective date, engage in any of the activities proscribed in Subsection 15.D below; and

(14) you and your transferring owners will not directly or indirectly at any time or in any manner (except with respect to other Oxygen Yoga & Fitness Facilities you own and operate) identify yourself or themselves or any business as a current or former Oxygen Yoga & Fitness Facility or as one of our franchise owners; use any Mark, any colorable imitation of a Mark, or other indicia of an Oxygen Yoga & Fitness Facility in any manner or for any purpose; or utilize for any purpose any trade name, trade or service mark, or other commercial symbol that suggests or indicates a connection or association with us.

We may review all information regarding the Franchisee Facility that you give the transferee, correct any information that we believe is inaccurate, and give the transferee copies of any reports that you have given us or we have made regarding the Franchisee Facility. In addition, you agree to reimburse us, upon our demand at any time before or after the intended effective date of the proposed transfer, for any costs we incur in connection with any proposed transfer that is subject to the immediately preceding conditions (1) through (14), regardless of whether the proposed transfer actually transpires.

D. **TRANSFER TO A WHOLLY-OWNED CORPORATION OR LIMITED LIABILITY COMPANY.**

Despite Subsection 12.C above, if you are fully complying with this Agreement, you may transfer this Agreement to a corporation or limited liability company (subject to state law requirements) which conducts no business other than the Franchisee Facility and, if applicable, other Oxygen Yoga & Fitness Facilities in which you maintain management control, and of which you own and control one hundred percent (100%) of the equity and voting power of all issued and outstanding ownership interests, provided that all of the Franchisee Facility's assets are owned, and the Franchisee Facility's business is conducted, only by that single corporation or limited liability company. The corporation or limited liability company must expressly assume all of your obligations under this Agreement. Transfers of ownership interests in the corporation or limited liability company are subject to the applicable conditions of Subsection 12.C above. You agree to remain personally liable under this Agreement as if the transfer to the corporation or limited liability company did not occur.

E. **YOUR DEATH OR DISABILITY.**

(1) **Transfer Upon Death or Disability.** Upon your or your Managing Owner's death or disability, your or the Managing Owner's executor, administrator, conservator, guardian, or other personal representative must transfer your interest in this Agreement, or the Managing Owner's ownership interest in you, to a third party (which may be your or the Managing Owner's heirs, beneficiaries, or devisees). That transfer must be completed within a reasonable time, not to exceed six (6) months from the date of death or disability, and is subject to all of the terms and conditions in this Section 12. A failure to transfer your interest in this Agreement or the Managing Owner's ownership interest in you within this time period is a breach of this Agreement.

The term “disability” means a mental or physical disability, impairment, or condition that is reasonably expected to prevent or actually does prevent you or the Managing Owner from supervising the Franchisee Facility’s management and operation.

(2) **Operation Upon Death or Disability.** Upon your or the Managing Owner’s death or disability, your or the Managing Owner’s executor, administrator, conservator, guardian, or other personal representative must within a reasonable time, not to exceed fifteen (15) days from the date of death or disability, appoint a manager. The manager must complete our standard training program at your expense. A new Managing Owner acceptable to us also must be appointed for the Franchisee Facility, and that new Managing Owner must complete our standard training program, within ninety (90) days after the date of death or disability.

If, in our judgment, the Franchisee Facility is not being managed properly any time after your or the Managing Owner’s death or disability, we may, but need not, assume the Franchisee Facility’s management (or appoint a third party to assume its management), so long as our assuming the Franchisee Facility’s management is permitted by applicable law. All funds from the Franchisee Facility’s operation while it is under our (or the third party’s) management will be kept in a separate account, and all expenses will be charged to this account. We may charge you (in addition to the Royalty, Fund contributions, and other amounts due under this Agreement) Five Hundred Dollars (\$500) per day, plus our (or the third party’s) direct out-of-pocket costs and expenses, if we (or a third party) assume the Franchisee Facility’s management under this subparagraph. We (or a third party) have a duty to utilize only reasonable efforts and will not be liable to you or your owners for any debts, losses, or obligations the Franchisee Facility incurs, or to any of your creditors for any products, other assets, or services the Franchisee Facility purchases, while we (or a third party) manage it.

F. **EFFECT OF CONSENT TO TRANSFER.**

Our consent to a transfer of this Agreement and the Franchisee Facility, or any interest in you or your owners, is not a representation of the fairness of the terms of any contract between you and the transferee, a guarantee of the Franchisee Facility’s or transferee’s prospects of success, or a waiver of any claims we have against you (or your owners) or of our right to demand the transferee’s full compliance with this Agreement.

G. **OUR RIGHT OF FIRST REFUSAL.**

If you (or any of your owners) at any time determine to sell or transfer for consideration an interest in this Agreement and the Franchisee Facility, or an ownership interest in you (except to or among your current owners, which is not subject to this Subsection 12.G), in a transaction that otherwise would be allowed under Subsections 12.B and C above, you (or your owners) agree to obtain from a responsible and fully disclosed buyer, and send us, a true and complete copy of a bona fide, executed written offer (which may include a letter of intent) relating exclusively to an interest in you or in this Agreement and the Franchisee Facility. The offer must include details of the payment terms of the proposed sale and the sources and terms of any financing for the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be in a dollar amount, and the proposed buyer must submit with its offer an earnest money deposit equal to five percent (5%) or more of the offering price.

The right of first refusal process will not be triggered by a proposed transfer that would not be allowed under Subsections 12.B and C above. We may require you (or your owners) to send us copies

of any materials or information sent to the proposed buyer or transferee regarding the possible transaction.

We may, by written notice delivered to you or your selling owner(s) within thirty (30) days after we receive both an exact copy of the offer and all other information we request, elect to purchase the interest offered for the price and on the terms and conditions contained in the offer, provided that:

- (1) we may substitute cash for any form of payment proposed in the offer (such as ownership interests in a privately-held entity);
- (2) we may set off against the proposed purchase price any and all amounts you then owe to us or our affiliates, if applicable;
- (3) our credit will be deemed equal to the credit of any proposed buyer (meaning that, if the proposed consideration includes promissory notes, we or our designee may provide promissory notes with the same terms as those offered by the proposed buyer);
- (4) we will have an additional thirty (30) days to prepare for closing after notifying you of our election to purchase; and
- (5) we must receive, and you and your owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the ownership interests in a legal entity, as applicable, including, without limitation, representations and warranties regarding: (a) ownership and condition of and title to ownership interests and/or assets; (b) liens and encumbrances relating to ownership interests and/or assets; and (c) validity of contracts and the liabilities, contingent or otherwise, of the entity whose assets or ownership interests are being purchased.

If we exercise our right of first refusal, you and your selling owner(s) agree that, for two (2) years beginning on the closing date, you and they will be bound by the non-competition and non-disparagement covenants contained in Subsection 15.D below. We have the unrestricted right to assign this right of first refusal to a third party, who then will have the rights described in this Subsection 12.G.

If we do not exercise our right of first refusal, you or your owners may complete the sale to the proposed buyer on the original offer's terms, but only if we otherwise approve the transfer in accordance with, and you (and your owners) and the transferee comply with the conditions in, Subsections 12.B and C above. This means that, even if we do not exercise our right of first refusal (whether or not it is properly triggered as provided above), if the proposed transfer otherwise would not be allowed under Subsections 12.B and C above, you (or your owners) may not move forward with the transfer at all.

If you do not complete the sale to the proposed buyer within sixty (60) days after we notify you that we do not intend to exercise our right of first refusal, or if there is a material change in the terms of the sale (which you agree to tell us promptly), we or our designee will have an additional right of first refusal during the thirty (30) day period following either the expiration of the sixty (60) day period or our receipt of notice of the material change(s) in the sale's terms, either on the terms originally offered or the modified terms, at our or our designee's option.

### **13. EXPIRATION OF THIS AGREEMENT.**

#### **A. YOUR RIGHT TO ACQUIRE A SUCCESSOR FRANCHISE.**

If you meet certain conditions, then you will have the option to acquire two (2) additional consecutive successor Renewal Terms. Each of the Renewal Terms will be five (5) years in duration. The qualifications and conditions for the first Renewal Term are described below. The qualifications and conditions for the second Renewal Term will be described in the form of franchise agreement signed upon the expiration of this Agreement.

When this Agreement expires:

(1) if you (and each of your owners) have substantially complied with this Agreement during the Term; and

(2) if you (and each of your owners) are, both on the date you give us written notice of your election to acquire a successor franchise (as provided in Subsection 13.B below) and on the date on which the Renewal Term of the successor franchise would commence, in full compliance with this Agreement and all System Standards; and

(3) provided that (a) you maintain possession of and agree (regardless of cost) to Remodel and/or expand the Franchisee Facility, add or replace improvements, services, vehicles, vehicle wrappings, equipment, and/or Operating Assets, and otherwise modify the Franchisee Facility as we require to comply with System Standards then applicable for new Oxygen Yoga & Fitness Facilities, or (b) at your option, you secure a substitute premises that we accept and you develop those premises according to System Standards then applicable for Oxygen Yoga & Fitness Facilities, then you have the option to acquire a Renewal Term of five (5) years commencing immediately upon the expiration of this Agreement, plus a possible second Renewal Term of an additional five (5) years thereafter if you comply with our terms and conditions of renewal under the Successor Franchise Agreement. For each Renewal Term, you agree to sign the form of franchise agreement we then use to grant franchises for Oxygen Yoga & Fitness Facilities (modified as necessary to reflect the fact that it is for a successor franchise), which may contain provisions that differ materially from any and all of those contained in this Agreement (each, a “*Successor Franchise Agreement*”). You must pay us a renewal fee of Ten Thousand Dollars (\$10,000) upon signing each Successor Franchise Agreement for each Renewal Term.

If you (and each of your owners) are not, both on the date you give us written notice of your election to acquire a successor franchise and on the date on which the Renewal Term commences, in full compliance with this Agreement and all System Standards, then you acknowledge that we need not grant you a successor franchise, whether or not we had, or chose to exercise, the right to terminate this Agreement during the Term under Subsection 14.B.

#### **B. GRANT OF A SUCCESSOR FRANCHISE.**

You agree to give us written notice of your election to acquire a successor franchise no more than one hundred eighty (180) days and no less than ninety (90) days before this Agreement expires. We agree to give you written notice of our decision (“*Our Notice*”):

(1) to grant you a successor franchise;

(2) to grant you a successor franchise on the condition that you correct existing deficiencies of the Franchisee Facility or in your operation of the Franchisee Facility; or

(3) not to grant you a successor franchise based on our determination that you and your owners have not substantially complied with this Agreement during the Term or were not in full compliance with this Agreement and all System Standards on the date you gave us written notice of your election to acquire a successor franchise.

If applicable, Our Notice will:

(a) describe the Remodeling, expansion, improvements, and/or modifications required to bring the Franchisee Facility into compliance with then applicable System Standards for new Oxygen Yoga & Fitness Facilities; and

(b) state the actions you must take to correct operating deficiencies and the time period in which you must correct these deficiencies.

If we elect not to grant you a successor franchise, Our Notice will describe the reasons for our decision. If we elect to grant you a successor franchise, your right to acquire a successor franchise is subject to your full compliance with all of the terms and conditions of this Agreement through the date of its expiration, in addition to your compliance with the obligations described in Our Notice.

If Our Notice states that you must cure certain deficiencies of the Franchisee Facility or its operation as a condition to our granting you a successor franchise, we will give you written notice of our decision not to grant a successor franchise, based upon your failure to cure those deficiencies. If you fail to notify us of your election to acquire a successor franchise within the prescribed time period, we need not grant you a successor franchise.

#### C. **AGREEMENTS/RELEASES.**

If you satisfy all of the other conditions for a successor franchise, you and your owners agree to execute a Successor Franchise Agreement and any ancillary agreements we then customarily use in granting franchises for Oxygen Yoga & Fitness Facilities (modified as necessary to reflect the fact that it is for a successor franchise), which may contain provisions that differ materially from any and all of those contained in this Agreement. You and your owners further agree to sign our current form of general release of any and all claims against us and our affiliates, shareholders, officers, directors, members, partners, managers, employees, agents, successors, and assigns. We will consider your or your owners' failure to sign these agreements and releases and to deliver them to us for acceptance and execution within thirty (30) days after their delivery to you to be an election by you not to acquire a successor franchise for the first Renewal Term of five (5) years.

### 14. **TERMINATION OF AGREEMENT.**

#### A. **BY YOU.**

If you and your owners are fully complying with this Agreement and we materially fail to comply with this Agreement and do not correct the failure within thirty (30) days after you deliver to us written notice of the material failure or, if we cannot correct the failure within thirty (30) days, do not give you within thirty (30) days after your notice reasonable evidence of our effort to correct the

failure within a reasonable time (which may extend beyond that thirty (30) days), you may terminate this Agreement effective an additional thirty (30) days after you deliver to us written notice of termination. (The time period during which we may cure any alleged material failure to comply with this Agreement after your delivery of notice is called the “**Cure Period.**”) However, if we send you written notice during the Cure Period indicating that either (1) we do not agree that we have materially failed to comply with this Agreement or (2) we have fully corrected the failure, then you may not terminate this Agreement. If you disagree with our position and still wish to terminate this Agreement, you must commence an arbitration proceeding seeking a declaration of your right to terminate this Agreement.

This Agreement will remain in full force and effect during the arbitration proceeding (unless we terminate it under Subsection 14.B below). If the arbitrators determine that we are materially failing to comply with this Agreement, or that we did not fully correct a material failure to comply, we will have an additional thirty (30) days following the arbitrators’ ruling to correct the failure. If we fail to do so, then you may terminate this Agreement effective an additional thirty (30) days after you deliver to us written notice of termination.

Your termination of this Agreement other than according to this Subsection 14.A will be deemed a termination without cause and a breach of this Agreement.

**B. BY US.**

We may terminate this Agreement, effective upon delivery of written notice of termination to you, if:

(1) you (or any of your owners) have made or make any material misrepresentation or omission in acquiring the Franchise or operating the Franchisee Facility;

(2) you do not submit and receive our acceptance of a site within the Designated Area within the time period prescribed in Section 2.A of this Agreement;

(3) you do not submit for our acceptance a Lease or purchase document for, an acceptable site within the Designated Area for the Premises within the time period prescribed in Subsection 2.B of this Agreement, or deliver a fully-signed copy of any signed Lease that includes our prescribed Lease Addendum within seven (7) days after their execution;

(4) you do not open the Franchisee Facility for business within the time period prescribed in Subsection 2.F of this Agreement;

(5) you (or your Managing Owner) and the General Manager do not satisfactorily complete the initial training program;

(6) you abandon or fail actively to operate the Franchisee Facility for three (3) or more consecutive business days, unless such abandonment or failure is for a purpose we approve or because of casualty or government order;

(7) you (or your owners) make or attempt to make any transfer in violation of Section 12;

(8) you (or any of your owners) are or have been convicted by a trial court of, or plead or have pleaded no contest to, a felony, crime or other offense involving moral turpitude, or any other crime or offense which we reasonably believe adversely affects the System's reputation or the goodwill associated with the Marks;

(9) you fail to maintain the insurance we require and do not correct the failure within ten (10) days after we deliver written notice of that failure to you;

(10) you (or any of your owners) engage in any dishonest or unethical conduct which, in our opinion, adversely affects the Franchisee Facility's reputation or the goodwill associated with the Marks;

(11) you, any of your owners, representatives, or employees make any illicit statements, including in an email to our employees, officers, or directors, or in any social media posts, or any other unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, gambling-related, drug-related, alcohol-related, profane, racist, sexually explicit or indecent comments that in our opinion negatively affects us, our employees, our operations or otherwise affects the Franchisee Facility's reputation or the goodwill associated with the Marks;

(12) you make any representation or warranty on our behalf that has not been specifically authorized in writing by us;

(13) you lose the right to occupy the Premises and fail (a) to begin immediately to look for a substitute site or (b) to locate a substitute site, and to begin operating the Franchisee Facility from that substitute site, within the time period prescribed in Subsection 2.B of this Agreement;

(14) you (or any of your owners) knowingly make any unauthorized use or disclosure of any part of the Operations Manual or any other Confidential Information;

(15) you violate any health, safety, or sanitation law, ordinance, or regulation, or operate the Franchisee Facility in an unsafe manner, and do not begin to cure the violation immediately, and correct the violation within seventy-two (72) hours, after you receive notice from us or any other party;

(16) you interfere with our right to inspect the Franchisee Facility, or observe or videotape its operation, as provided in Section 11;

(17) you fail to pay us (or our affiliates), vendors or suppliers any amounts due and you do not correct the failure within ten (10) days after we or the vendor or supplier delivers written notice of that failure to you;

(18) you fail to pay when due any federal or state income, service, sales, or other taxes due on the Franchisee Facility's operation, unless you are in good faith contesting your liability for these taxes;

(19) you understate the Franchisee Facility's Gross Revenues (a) three (3) times or more during the Term or (b) by more than five percent (5%) on any one occasion;

(20) you (or any of your owners) (a) fail on three (3) or more separate occasions within any twelve (12) consecutive month period to comply with this Agreement, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you; or (b) fail on two (2) or more separate occasions within any six (6) consecutive month period to comply with the same obligation under this Agreement, whether or not we notify you of the failures, and, if we do notify you of the failures, whether or not you correct the failures after our delivery of notice to you;

(21) you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due; you consent to the appointment of a receiver, trustee, or liquidator of all or the substantial part of your property; the Franchisee Facility is attached, seized, subjected to a writ or distress warrant, or levied upon, unless the attachment, seizure, writ, warrant, or levy is vacated within thirty (30) days; or any order appointing a receiver, trustee, or liquidator of you or the Franchisee Facility is not vacated within thirty (30) days following the order's entry;

(22) you or any of your owners fail to comply with Section 19 of this Agreement, or your or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities;

(23) you knowingly maintain false books or records, or submit any false reports to us;

(24) you refuse to permit us to inspect the Franchisee Facility's books, records, or accounts upon request;

(25) you (or any of your owners or affiliates) are in default or breach of the Lease and you do not correct the default or breach within the applicable cure period provided under the Lease, if any;

(26) we (or any of our owners or affiliates) terminate any other agreement between you (or any of your owners and affiliates) and us (or any of our owners or affiliates) due to your (or any of your owners' or affiliates') failure to comply with the terms of such agreement; or

(27) you (or any of your owners) fail to comply with any other provision of this Agreement or any System Standard and do not correct the failure within thirty (30) days after we deliver written notice of the failure to you.

### C. OUR ALTERNATE REMEDIES UPON YOUR DEFAULT.

In addition to, and without limiting, our other rights and remedies under this Agreement, any other agreement or applicable law, upon the occurrence of any event giving rise to our right to terminate this Agreement under the preceding Subsection 14.B, we may instead elect, at our sole option and upon delivering providing you written notice, to take any or all of the following actions without terminating this Agreement:

(1) temporarily or permanently reduce the size of the Territory, in which case the restrictions on us or our affiliates under Section 1 above will not apply in any geographic area removed from the preceding territorial boundaries;

(2) temporarily remove information concerning the Franchisee Facility from any Website or extranet operated for the network of Oxygen Yoga & Fitness Facilities, and/or restrict your or the Franchisee Facility's participation in other programs or benefits offered on or through any such Website or extranet;

(3) require you to engage a third-party accounting firm we approve to conform to the bookkeeping, accounting, reporting and recordkeeping system requirements and formats we prescribe;

(4) require you to pay us Five Hundred Dollars (\$500) for each day the condition giving rise to our right to terminate continues to exist to help offset our increased administrative expenses associated with your failure to comply with the terms of this Agreement;

(5) suspend your and the Franchisee Facility's right to participate in any advertising, marketing, promotional, or public relations programs that we or the Fund provide, authorize, or administer; or

(6) assume, or appoint a third party to assume, management of the Franchisee Facility in the manner provided in Subsection 14.F below.

**D. CROSS DEFAULT.**

Any default or breach by you (or any of your owners), or your affiliate (or any of your owner's affiliates) of any other agreement with us or our affiliate will be considered an event of default under this Agreement, and any default or breach by you (or any of your owners) of this Agreement will be considered an event of default or breach by you under any and all agreements between us or our affiliate and you (or any of your owners), or your affiliate (or any of your owner's affiliates). If the nature of the default under any other agreement would have been considered an event of default under this Agreement, then we or our affiliate will have the right to terminate all other agreements between us or our affiliate and you (or any of your owners), or your affiliate (or any of your owner's affiliates) in accordance with the termination provisions of this Agreement.

**E. FAILURE TO CURE MAY BE DEEMED TERMINATION BY YOU.**

Your failure to cure timely any breach by you of this Agreement about which we have provided you notice (and opportunity to cure, if applicable) pursuant to Subsection 14.B above, including but not limited to your failure to pay overdue Royalties, Fund contributions, or any other amounts due and owing to us or our affiliates under this Agreement, may be irrevocably deemed a unilateral rejection and termination by you of this Agreement and all related agreements between you and us or our affiliates, even if we ultimately issue a formal notice of such termination, and you shall never contend or complain otherwise.

**F. ASSUMPTION OF MANAGEMENT.**

We have the right (but not the obligation), under the circumstances described below, to enter the Premises and assume the Franchisee Facility's management (or to appoint a third party to assume its management) for any period of time we deem appropriate. If we (or a third party) assume the Franchisee Facility's management under subparagraphs (1) and (2) below, you agree to pay us (in addition to the Royalty, Fund contributions, and other amounts due under this Agreement) Five

Hundred Dollars (\$500) per day, plus our (or the third party's) direct out-of-pocket costs and expenses, if we (or a third party) assume the Franchisee Facility's management under this Subsection 14.F.

If we (or a third party) assume the Franchisee Facility's management, you acknowledge that we (or the third party) will have a duty to utilize only reasonable efforts and will not be liable to you or your owners for any debts, losses, or obligations the Franchisee Facility incurs, or to any of your creditors for any supplies, products, or other assets or services the Franchisee Facility purchases, while we (or the third party) manage it.

We (or a third party) may assume the Franchisee Facility's management under the following circumstances: (1) if you abandon or fail actively to operate the Franchisee Facility; (2) if you fail to comply with any provision of this Agreement or any System Standard and do not cure the failure within the time period we specify in our notice to you; or (3) if this Agreement expires or is terminated and we are deciding whether to exercise our option to purchase the Franchisee Facility under Subsection 15.E below.

Any exercise of our rights under subparagraphs (1) or (2) above in this Subsection 14.F will not affect our right to terminate this Agreement under Subsection 14.B above.

## **15. OUR AND YOUR RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION OF THIS AGREEMENT.**

### **A. PAYMENT OF AMOUNTS OWED TO US.**

(1) Immediately upon termination or expiration of this Agreement, and on any later date that we determine the amounts due to us, you shall pay us all Royalties, Fund contributions, interest, and all other amounts owed to us (and our affiliates) which then are unpaid.

(2) If this Agreement is terminated before its Term expires pursuant to Subsections 14.B, 14.D, or 14.E above, then you acknowledge and confirm that we will suffer and incur substantial damages because this Agreement did not continue for the Term's full length. Accordingly, you agree to pay us for all damages, costs, expenses, attorneys' and experts' fees directly or indirectly related thereto, including, without limitation, lost Royalties, lost Fund contributions, lost profits, loss of goodwill and damage to our Marks and reputation, lost opportunities, travel and personnel costs, expenses that we may incur in developing or finding another franchise owner to develop a new Oxygen Yoga & Fitness Facility in the Territory, and any other lost payments or benefits we would have received for the balance of the Term after the effective date of termination (collectively, "**Brand Damages**"). You further acknowledge and agree that your obligation to pay Brand Damages resulting from early termination shall be in addition to (not in lieu of) your post-termination obligations to pay other amounts due as of the date of termination (as contemplated under the preceding Subsection (1) above) and to otherwise comply with the entirety of Section 15 hereof, and that the Brand Damages shall not be deemed a penalty for early termination but instead reasonable compensation to us for your failure to perform under this Agreement during the remainder of the Term.

(3) Your foregoing payment obligations arising under Subsections (1) and (2) above will give rise to, and remain until paid in full, a lien in our favor: (i) against any and all assets, property, furnishings, equipment, signs, fixtures and inventory owned by you or the Franchisee Facility at the time of termination or expiration; and (ii) against any payment obligation you may allege we have to you, any of your money we are holding, or any other amounts of yours which are otherwise in

our possession on or after the effective date of termination or expiration. Our rights and your obligations under this Subsection 15.A shall survive termination or expiration of this Agreement until they are satisfied or later expire by their terms.

**B. MARKS.**

When this Agreement expires or is terminated:

(1) you may not directly or indirectly at any time or in any manner (except with other Oxygen Yoga & Fitness Facilities you own and operate) identify yourself or any business as a current or former Oxygen Yoga & Fitness Facility or as one of our current or former franchise owners; use any Mark, any colorable imitation of a Mark, or other indicia of an Oxygen Yoga & Fitness Facility in any manner or for any purpose; or use for any purpose any trade name, trade or service mark, or other commercial symbol that indicates or suggests a connection or association with us;

(2) you agree to discontinue the use of any Website and social media used in connection with the Franchisee Facility or otherwise referring to the Marks or Oxygen Yoga & Fitness Facilities;

(3) you agree, at your expense, to take the action required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark;

(4) you agree, at your expense, to deliver to us within thirty (30) days all signs, sign-faces, sign-cabinets, marketing materials, forms, and other materials containing any Mark or otherwise identifying or relating to an Oxygen Yoga & Fitness Facility that we request and allow us, without liability to you or third parties for trespass or any other claim, to enter the Premises and remove these items from the Franchisee Facility;

(5) if we do not have or do not exercise an option to purchase the Franchisee Facility under Subsection 15.E below, you agree promptly and at your own expense to make the alterations we specify in our Operations Manual (or otherwise) to distinguish the Franchisee Facility clearly from its former appearance and from other Oxygen Yoga & Fitness Facilities in order to prevent public confusion;

(6) you agree to notify within five (5) days the telephone company, all telephone directory publishers and all online listings (e.g., Google and Yelp) of the termination or expiration of your right to use any telephone, or other numbers, telephone directory listings, online listings and email addresses associated with any Mark; to authorize the transfer of these numbers and directory listings to us or at our direction; and/or to instruct the telephone company to forward all calls made to your numbers to numbers we specify. If you fail to do so, we may take whatever action and sign whatever documents we deem appropriate on your behalf to affect these events; and

(7) you agree to give us, within thirty (30) days after the expiration or termination of this Agreement, evidence satisfactory to us of your compliance with these obligations.

C. **CONFIDENTIAL INFORMATION.**

You agree that, when this Agreement expires or is terminated, you will immediately (1) cease using any of our Confidential Information (including computer software or similar technology and digital passwords and identifications that we have licensed to you or that otherwise are proprietary to us or the System) in any business or otherwise; (2) return to us all copies of the Operations Manual and any other confidential materials that we have provided you for your use during the Term; and (3) immediately deliver to us all training or other manuals furnished to you for your use during the Term (including the Operations Manual and any supplements to the Operations Manual), computer software and database material, customer lists, Membership Lists, records and files, documents, instructions, display items, advertising and promotional material, any and all materials, signs and related items which bear our Marks or slogans and insignias and designs, advertising contracts, forms and other materials or property of ours, and any copies of them in your possession which relate to the operation of the Franchisee Facility. You may retain no copy or record of any of these items, except for your copy of this Agreement, any correspondence between the parties and any other documents which you reasonably need for compliance with any provision of law. You agree that the foregoing items, materials, customer lists, Membership Lists, files, software and other similar items are at all times considered to be our property for all purposes.

D. **COVENANTS NOT TO COMPETE AND NOT TO DISPARAGE.**

(1) Upon

(a) our or your termination of this Agreement according to its terms and conditions,

(b) your termination of this Agreement without cause, or

(c) expiration of this Agreement (if we offer, but you elect not to acquire, a successor franchise, or if we do not offer you a successor franchise due to your failure to satisfy the conditions for a successor franchise set forth in Section 13),

you and your owners agree that, for two (2) years beginning on the earlier of the effective date of termination or expiration of this Agreement, neither you nor any of your equity holders or other owners will (A) have any contact with customers and members of Oxygen Yoga & Fitness Facilities, or (B) have any direct or indirect interest (e.g., through any one or more of a spouse, legally-recognized domestic partner, parents, children or sibling(s)) as an owner (whether of record, beneficially, or otherwise), investor, partner, director, officer, manager, employee, consultant, representative, or agent in any Competitive Business (as defined in Section 7 above) located or operating:

(i) at the Premises;

(ii) within the Territory;

(iii) within a ten (10) mile radius of the Territory; or

(iv) within ten (10) miles of any other Oxygen Yoga & Fitness Facility in operation or under construction on the later of the effective date of

the termination or expiration of this Agreement or the date on which all persons restricted by this Subsection 15.D begin to comply with this Subsection 15.D.

(2) During the Term and any Renewal Term, and after the termination or expiration of this Agreement, neither you nor any of your owners shall, directly or indirectly, make any false representation of facts, or defame, disparage, discredit or deprecate us or our officers, directors, managers, employees or agents in any respect or otherwise communicate with any person or entity in a manner intended to damage us, our owners, our officers, directors, managers, employees or agents, the Marks, our business or our reputation.

(3) The restrictions above in this Subsection 15.D also apply after transfers, as provided in Subsection 12.C(13) above. If any person restricted by this Subsection 15.D refuses voluntarily to comply with these obligations, the two (2) year non-compete period for that person will commence with the entry of a court order enforcing this provision. The two (2) year non-compete period will be tolled, if applicable, for the period during which a restricted person is in breach of this Subsection 15.D and will resume when that person begins or resumes compliance. You and your owners expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities for exploiting these skills. Consequently, our enforcing the covenants made in this Subsection 15.D will not deprive you of your personal goodwill or ability to earn a living.

E. **OUR RIGHT TO PURCHASE CERTAIN ASSETS OF THE FRANCHISEE FACILITY.**

Upon either party's termination of this Agreement, or upon expiration of this Agreement without renewal, we shall have the right and option, but not the obligation, to purchase the equipment, furnishings, and accessories from the Franchisee Facility at a purchase price equal to its then-current book value determined using the straight-line method of depreciation. If we elect to exercise this option, we will deliver written notice to you of our election within thirty (30) days after the date of termination or expiration of this Agreement. We will have the right to inspect the equipment, furnishings, and accessories at any time during this thirty (30) day period. If we elect to purchase the equipment, furnishings, and accessories, we will be entitled to, and you must provide, all customary warranties and representations relating to the equipment, furnishings, and accessories to be purchased, including, without limitation, representations and warranties as to the maintenance, function and condition of the equipment, furnishings, and accessories and your good title to those items (including that you own each item free and clear of any liens and encumbrances), the validity of contracts and agreements, and the liabilities affecting the equipment, furnishings, and accessories, contingent or otherwise. You and your owners further agree to execute general releases, in a form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, partners, members, managers, employees, agents, successors and assigns. You shall deliver the equipment to us within fifteen (15) days of receipt of our written notice to you of our election to purchase.

Regardless of whether or not we exercise our right to purchase the equipment, furnishings, and accessories under this Subsection 15.E, we shall have the option, exercisable upon written notice to you within thirty (30) days after the date of termination or expiration of this Agreement, to repurchase some or all (at our option) of the products then owned by you. We have the unrestricted right to assign this option to purchase. The purchase price of all products will be as agreed upon by the parties, provided that the purchase price shall not exceed the prices paid by you for such products (less any

freight and insurance charges). All purchase prices are freight-on-board our premises. We may set off against the purchase price any and all amounts you then owe to us, if applicable.

F. **CONTINUING OBLIGATIONS.**

All of our and your (and your owners') obligations which expressly or by their nature survive this Agreement's expiration or termination will continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

16. **RELATIONSHIP OF THE PARTIES/INDEMNIFICATION.**

A. **INDEPENDENT CONTRACTORS.**

You and we understand and agree that this Agreement does not create a fiduciary relationship between you and us, that you and we are and will be independent contractors, and that nothing in this Agreement is intended to make either you or us a general or special agent, joint venturer, partner, or employee of the other for any purpose. You agree to identify yourself conspicuously in all dealings with customers, members, suppliers, public officials, Franchisee Facility personnel, and others as the Franchisee Facility's owner under a franchise we have granted and to place notices of independent ownership on the forms, business cards, stationery, advertising, and other materials we require at any time and from time to time.

None of your employees or other personnel will be considered to be our employees or personnel. Neither you nor any of your employees or personnel whose compensation you pay may in any way, directly or indirectly, expressly or by implication, be construed to be our employee or personnel for any purpose, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state, provincial, or federal governmental agency. We will not have the power to hire or fire your employees or personnel. You expressly agree, and will never contend otherwise, that our authority under this Agreement to certify certain of your employees or personnel for qualification to perform certain functions for the Franchisee Facility does not directly or indirectly vest in us the power to hire, fire or control any such employee. You acknowledge and agree, and will never contend otherwise, that you alone will exercise day-to-day control over all operations, activities and elements of the Franchisee Facility and that under no circumstance shall we do so or be deemed to do so. You further acknowledge and agree, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the System which you are required to comply with under this Agreement, whether set forth in the Operations Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations of the Franchisee Facility, which you alone control, but only constitute standards you must adhere to when exercising your control of the day-to-day operations of the Franchisee Facility.

B. **NO LIABILITY FOR ACTS OF OTHER PARTY.**

We and you may not make any express or implied agreements, warranties, guarantees, or representations, or incur any debt, in the name or on behalf of the other or represent that our respective relationship is other than franchisor and franchise owner. We will not be obligated for any damages to any person or property directly or indirectly arising out of the Franchisee Facility's operation or the business you conduct under this Agreement.

C. **TAXES.**

We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property, or other taxes, whether levied upon you or the Franchisee Facility, due to the business you conduct (except for our income taxes). You are responsible for paying these taxes and must reimburse us for any taxes that we must pay to any state taxing authority on account of either your operation or payments that you make to us.

D. **INDEMNIFICATION.**

You agree to indemnify, defend, and hold harmless us, our affiliates, and our and their respective affiliates, shareholders, members, managers, directors, partners, officers, employees, agents, successors, and assignees (the “*Indemnified Parties*”) against, and to reimburse any one or more of the Indemnified Parties for, all claims, obligations, and damages directly or indirectly arising out of the Franchisee Facility’s operation, employment matters in connection with the Franchisee Facility, the business you conduct under this Agreement, or your breach of this Agreement, including, without limitation, those alleged to be or found to have been caused by the Indemnified Party’s negligence, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by our gross negligence or willful misconduct in a final, unappealable ruling issued by a court or arbitrator(s) with competent jurisdiction. You agree to give us and the Indemnified Parties written notice of any action, suit, proceeding, claim, demand, inquiry or investigation that could be the basis for a claim for indemnification by any of the Indemnified Parties within three (3) days of your actual or constructive knowledge of it. The Indemnified Parties shall have the right, in their sole discretion to: (i) retain counsel of their own choosing to represent them with respect to any claim; and (ii) control the response thereto and the defense thereof, including the right to enter into settlements or take any other remedial, corrective, or other actions. You agree to give your full cooperation to the Indemnified Parties in assisting the Indemnified Parties with the defense of any such claim, and to reimburse the Indemnified Parties for all of their costs and expenses in defending any such claim, including court costs and reasonable attorneys’ fees, within ten (10) days of the date of each invoice delivered by the Indemnified Parties to you enumerating such costs, expenses and attorneys’ fees.

For purposes of this indemnification, “claims” include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants’, arbitrators’, attorneys’, and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced.

This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement’s expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its or their losses and expenses, in order to maintain and recover from third parties fully a claim against you under this subparagraph. You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this subparagraph. Our or any of the other Indemnified Parties’ undertaking of defense and/or settlement will in no way diminish your obligation to indemnify us and the other Indemnified Parties and to hold us and any of the Indemnified Parties harmless.

**17. ENFORCEMENT.**

**A. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS.**

Except as expressly provided to the contrary in this Agreement, each section, paragraph, term, and provision of this Agreement is severable, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency, or tribunal with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties.

If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, and/or length of time, but would be enforceable if modified, you and we agree that the covenant will be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction whose law determines the covenant's validity.

If any applicable and binding law or rule of any jurisdiction requires more notice than this Agreement requires of this Agreement's termination or of our refusal to enter into a Successor Franchise Agreement, or some other action that this Agreement does not require, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any System Standard is invalid, unenforceable, or unlawful, the notice and/or other action required by the law or rule will be substituted for the comparable provisions of this Agreement, and we may modify the invalid or unenforceable provision or System Standard to the extent required to be valid and enforceable or delete the unlawful provision in its entirety. You agree to be bound by any promise or covenant imposing the maximum duty the law permits which is subsumed within any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement.

**B. WAIVER OF OBLIGATIONS.**

We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice to the other or another effective date stated in the notice of waiver. Any waiver granted will be without prejudice to any other rights we or you have, will be subject to continuing review, and may be revoked at any time and for any reason effective upon delivery of ten (10) days' prior written notice.

We and you will not waive or impair any right, power, or option this Agreement reserves (including, without limitation, our right to demand exact compliance with every term, condition, and covenant or to declare any breach to be a default and to terminate this Agreement before its term expires) because of any custom or practice at variance with this Agreement's terms; our or your failure, refusal, or neglect to exercise any right under this Agreement or to insist upon the other's compliance with this Agreement, including, without limitation, any System Standard; our waiver of or failure to exercise any right, power, or option, whether of the same, similar, or different nature, with other Oxygen Yoga & Fitness Facilities; the existence of franchise agreements for other Oxygen Yoga & Fitness Facilities which contain provisions different from those contained in this Agreement; or our acceptance of any payments due from you after any breach of this Agreement. No special or restrictive legend or endorsement on any check or similar item given to us will be a waiver, compromise, settlement, or accord and satisfaction. We are authorized to remove any legend or endorsement, which then will have no effect.

Neither we nor you will be liable for loss or damage or be in breach of this Agreement if our or your failure to perform our or your obligations results from: (1) compliance with the orders, requests, regulations, or recommendations of any federal, state, or municipal government; (2) acts of God; (3) fires, strikes, embargoes, war, acts of terrorism or similar events, or riot; or (4) any other similar event or cause. Any delay resulting from any of these causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that these causes will not excuse payments of amounts owed at the time of the occurrence or payment of Royalties or Fund and Cooperative Program contributions due afterward.

**C. COSTS AND ATTORNEYS' FEES.**

If we incur costs and expenses due to your failure to pay when due amounts owed to us, to submit when due any reports, information, or supporting records, or otherwise to comply with this Agreement, you agree, whether or not we initiate a formal legal proceeding, to reimburse us for all of the costs and expenses that we incur, including, without limitation, reasonable accounting, attorneys', arbitrators', and related fees.

**D. RIGHTS OF PARTIES ARE CUMULATIVE.**

Our and your rights under this Agreement are cumulative, and our or your exercise or enforcement of any right or remedy under this Agreement will not preclude our or your exercise or enforcement of any other right or remedy which we or you are entitled by law to enforce.

**E. MEDIATION.**

Except as otherwise provided herein, if a dispute arises out of or relates to this Agreement, the breach hereof, the rights and obligations of the parties hereto, or the making, interpretation, or performance of either party under this Agreement, the parties agree first to try in good faith to settle the dispute by mediation administered by non-binding mediation administered by the American Arbitration Association in accordance with its commercial mediation rules before resorting to arbitration or litigation in accordance with the terms of this Agreement. Such mediation shall take place before a sole mediator at a location we designate in Vancouver, British Columbia (Canada). The parties shall each bear all of their own costs of mediation; provided, however, the fees of the mediator shall be divided equally between you and us. All aspects of the mediation, including statements made and documents produced within the mediation, will be confidential in nature and will not be admissible in any subsequent arbitration or other legal proceeding. If the matter is not settled by mediation within thirty (30) days of the commencement of the mediation, or such further period as the parties shall agree in writing, the matter shall be referred to arbitration as described in Subsection 17.F below. The parties hereto agree that mediation shall not be required with respect to: (a) any claim or dispute involving any payment obligation of us that is more than thirty (30) days past due; (b) any claim or dispute involving actual or threatened disclosure or misuse of our Confidential Information; (c) any claim or dispute involving the ownership, validity, or use of the Marks; (d) any claim or dispute involving the insurance or indemnification provisions of this Agreement; (e) any claim or dispute involving a non-curable default; (f) any claim or dispute involving your failure to comply with our System Standards; or (g) any action by us to enforce the covenants set forth in Section 7 or Subsection 15.D of this Agreement.

The object of any mediation subject to this Subsection 17.E is to assist the parties in reaching a mutually acceptable resolution of the dispute. Such mediation will, in all circumstances, be consistent

with the rights and obligations created by this Agreement and will not be premised on the derogation or diminution of those rights or disregard of those rights.

F. **ARBITRATION.**

Subject to the parties' obligation to mediate certain controversies, disputes and claims pursuant to Subsection 17.E above, we and you agree that all controversies, disputes, or claims between us and our affiliates, and our and their respective shareholders, officers, directors, partners, members, managers, agents, and/or employees, and you (and/or your owners, guarantors, affiliates, and/or employees) arising out of or related to:

- (1) this Agreement or any other agreement between you and us or your or our respective affiliates
- (2) our relationship with you;
- (3) the scope and validity of this Agreement or any other agreement between you and us or any provision of such agreements (including the validity and scope of the arbitration obligations under this Subsection 17.F, which the parties acknowledge is to be determined by arbitrators and not a court); or
- (4) any System Standard;

must be submitted for binding arbitration, on demand of either party, to the American Arbitration Association (“AAA”). There shall be one (1) arbitrator if the amount of the claim is Five Hundred Thousand Dollars (\$500,000) or less, or three (3) arbitrators if the amount of the claim is more than Five Hundred Thousand Dollars (\$500,000). If there is one (1) arbitrator, the arbitrator shall be appointed by the AAA. If there are three (3) arbitrators, the claimant shall appoint one (1) arbitrator in its notice of arbitration and statement of claim; the respondent shall appoint one (1) arbitrator in its statement of defense, and the third arbitrator, who shall act as the Chairman, shall be appointed by the two (2) arbitrators appointed by the parties within thirty (30) days of the appointment of the second arbitrator. If any arbitrators are not appointed within these time periods, the AAA shall make the appointments. The arbitration proceedings will be conducted, except as this Subsection 17.F otherwise provides, according to the then current commercial arbitration rules of the American Arbitration Association. All proceedings will be conducted at a suitable location chosen by the arbitrators in Vancouver, British Columbia (Canada). All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). Except as expressly provided otherwise in the remainder of this Section 17, judgment upon the arbitrators' award may be entered in any court of competent jurisdiction.

The arbitrators have the right to award or include in their award any relief which they deem proper, including, without limitation, money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs, provided that the arbitrators may not declare any Mark generic or otherwise invalid or, except as expressly provided in Subsection 17.I below, award any punitive or exemplary damages against either party (we and you hereby waiving to the fullest extent permitted by law, except as expressly provided in Subsection 17.I below, any right to or claim for any punitive or exemplary damages against the other). All aspects of the arbitration, including statements made and documents produced within the arbitration, will be confidential in nature and will not be admissible in any subsequent legal proceeding.

Except as expressly limited by Subsection 17.K below, we and you agree to be bound by the provisions of any limitation on the period of time in which claims must be brought under applicable law or this Agreement, whichever expires earlier. We and you further agree that, in any arbitration proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim which is not submitted or filed as required is forever barred. The arbitrators may not consider any settlement discussions or offers that might have been made by either you or us. We reserve the right, but have no obligation, to advance your share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished our right to seek the recovery of those costs in accordance with Subsection 17.C.

We and you agree that arbitration will be conducted on an individual, not a class-wide, basis and that an arbitration proceeding between us and our affiliates, and our and their respective shareholders, members, partners, officers, directors, managers, agents, and/or employees, and you (and/or your owners, guarantors, affiliates, and/or employees) may not be consolidated with any other arbitration proceeding between us and any other person. Notwithstanding the foregoing or anything to the contrary in this Subsection 17.F or Subsection 17.A, if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Subsection 17.F, then the parties agree that this arbitration clause shall not apply to that dispute and that such dispute will be resolved in a judicial proceeding in accordance with this Section 17 (excluding this Subsection 17.F).

Except as expressly provided otherwise in the remainder of this Section 17, despite our and your agreement to arbitrate, we and you each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction; provided, however, that we and you must contemporaneously submit our dispute for arbitration on the merits as provided in this Subsection 17.F.

The provisions of this Subsection 17.F are intended to benefit and bind certain third-party non-signatories and will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination.

G. **GOVERNING LAW.**

**ALL MATTERS RELATING TO ARBITRATION WILL BE GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). EXCEPT TO THE EXTENT GOVERNED BY THE FEDERAL ARBITRATION ACT, THE UNITED STATES TRADEMARK ACT OF 1946 (LANHAM ACT, 15 U.S.C. SECTIONS 1051 ET SEQ.), OR OTHER FEDERAL LAW, THIS AGREEMENT, THE FRANCHISE, AND ALL CLAIMS ARISING FROM THE RELATIONSHIP BETWEEN US AND YOU WILL BE GOVERNED BY THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO ITS CONFLICT OF LAWS RULES, EXCEPT THAT ANY DELAWARE LAW REGULATING THE SALE OF FRANCHISES OR GOVERNING THE RELATIONSHIP OF A FRANCHISOR AND ITS FRANCHISE OWNER WILL NOT APPLY UNLESS ITS JURISDICTIONAL REQUIREMENTS ARE MET INDEPENDENTLY WITHOUT REFERENCE TO THIS SUBSECTION 17.G.**

H. **CONSENT TO JURISDICTION.**

SUBJECT TO SUBSECTIONS 17.E AND F ABOVE AND THE PROVISIONS BELOW, YOU AND YOUR OWNERS AGREE THAT ALL ACTIONS ARISING UNDER THIS AGREEMENT OR OTHERWISE AS A RESULT OF THE RELATIONSHIP BETWEEN YOU AND US MUST BE COMMENCED IN THE STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED CLOSEST TO OUR THEN CURRENT PRINCIPAL BUSINESS ADDRESS (CURRENTLY, DOVER, DELAWARE), AND YOU (AND EACH OWNER) IRREVOCABLY SUBMIT TO THE JURISDICTION OF THOSE COURTS AND WAIVE ANY OBJECTION YOU (OR THE OWNER) MIGHT HAVE TO EITHER THE JURISDICTION OF OR VENUE IN THOSE COURTS. NONETHELESS, YOU AND YOUR OWNERS AGREE THAT WE MAY ENFORCE THIS AGREEMENT AND ANY ARBITRATION ORDERS AND AWARDS IN THE COURTS OF THE STATE OR STATES IN WHICH YOU ARE DOMICILED OR THE FRANCHISEE FACILITY IS LOCATED.

I. **WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL.**

EXCEPT FOR YOUR OBLIGATION TO INDEMNIFY US FOR THIRD PARTY CLAIMS UNDER SUBSECTION 16.D. AND TO PAY US BRAND DAMAGES UNDER SUBSECTION 15.A, YOUR FAILURE TO COMPLY WITH YOUR CONFIDENTIALITY, NON-COMPETITION AND NON-DISPARAGEMENT OBLIGATIONS UNDER SECTIONS 6, 7 AND 15.D, AND EXCEPT FOR PUNITIVE DAMAGES AVAILABLE TO EITHER PARTY UNDER FEDERAL LAW, WE AND YOU (AND YOUR OWNERS) WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES AGAINST THE OTHER AND AGREE THAT, IN THE EVENT OF A DISPUTE BETWEEN US AND YOU, THE PARTY MAKING A CLAIM WILL BE LIMITED TO EQUITABLE RELIEF AND TO RECOVERY OF ANY ACTUAL DAMAGES IT SUSTAINS. WE AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF US.

J. **BINDING EFFECT.**

This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, permitted assigns, and successors in interest. Subject to our right to modify the Operations Manual and System Standards, this Agreement may not be modified except by a written agreement signed by both our and your duly-authorized officers.

K. **LIMITATIONS OF CLAIMS.**

EXCEPT FOR CLAIMS ARISING FROM YOUR NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS YOU OWE US, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OUR RELATIONSHIP WITH YOU WILL BE BARRED UNLESS A JUDICIAL OR ARBITRATION PROCEEDING IS COMMENCED WITHIN EIGHTEEN (18) MONTHS FROM THE DATE ON WHICH THE PARTY ASSERTING THE CLAIM KNEW OR SHOULD HAVE KNOWN OF THE FACTS GIVING RISE TO THE CLAIMS.

**L. LIMITED LIABILITY FOR OUR RELATED PARTIES.**

You agree that no past, present or future director, officer, manager, employee, incorporator, member, partner, shareholder, subsidiary, affiliate, owner, Entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of ours will have any liability for (i) any of our obligations or liabilities relating to or arising from this Agreement; (ii) any claim against us based on, in respect of, or by reason of, the relationship between you and us; or (iii) any claim against us based on any alleged unlawful act or omission of ours.

**M. COVENANT OF GOOD FAITH.**

If applicable law implies a covenant of good faith and fair dealing in this Agreement, the parties hereto agree that the covenant will not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if applicable law will imply the covenant, you agree that: (i) this Agreement (and the relationship of the parties hereto that is inherent in this Agreement) grants us the judgment to make decisions, take actions and/or refrain from taking actions not inconsistent with our explicit rights and obligations under this Agreement that may favorably or adversely affect your interests; (ii) any judgment we exercise will be based on our assessment of our own interests and balancing those interests against the interests of our franchise owners generally, and specifically without considering your individual interests or the individual interests of any other particular franchise owner; (iii) we will have no liability to you for the exercise of our judgment in this manner, so long as the judgment is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation will substitute its judgment for our judgment so exercised.

**N. CONSTRUCTION.**

The preambles and exhibits are a part of this Agreement which, together with any addenda or riders signed at the same time as this Agreement, constitutes our and your entire agreement, and supersedes all prior and contemporaneous oral or written agreements and understandings between us and you relating to the subject matter of this Agreement. There are no other oral or written understandings or agreements between us and you, or oral or written representations by us, relating to the subject matter of this Agreement, the franchise relationship, or the Franchisee Facility (any understandings or agreements reached, or any representations made, before this Agreement are superseded by this Agreement). Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require you to waive reliance on any representation made by us in our most recent franchise disclosure document (including exhibits and amendments) delivered to you or your representative.

Any policies that we adopt and implement at any time and from time to time to guide us in our decision-making are subject to change, are not a part of this Agreement, and are not binding on us.

Except as provided in Subsections 16.D and 17.F, nothing in this Agreement is intended or deemed to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

Except where this Agreement expressly obligates us reasonably to approve or not unreasonably to withhold our approval of any of your actions or requests, we have the absolute right to refuse any request you make or to withhold our approval of any of your proposed, initiated, or completed actions that require our approval. The headings of the sections and paragraphs are for convenience only and do not define, limit, or construe the contents of these sections or paragraphs.

References in this Agreement to “we,” “us,” and “our,” with respect to all of our rights and all of your obligations to us under this Agreement, include any of our affiliates with whom you deal. The term “affiliate” means any person or entity directly or indirectly owned or controlled by, under common control with, or owning or controlling you or us. “Control” means the power to direct or cause the direction of management and policies. The words “include” and “including” are meant to be illustrative and not exhaustive and are deemed to be read in all cases as “including, without limitation” and/or “including but not limited to.”

If two or more persons are at any time the owners of the Franchise and the Franchisee Facility, whether as partners or joint venturers, their obligations and liabilities to us will be joint and several. References to “owner” mean any person holding a direct or indirect ownership interest (whether of record, beneficially, or otherwise) or voting rights in you (or a transferee of this Agreement and the Franchisee Facility or an ownership interest in you), including, without limitation, any person who has a direct or indirect interest in you (or a transferee), this Agreement, the Franchise, or the Franchisee Facility and any person who has any other legal or equitable interest, or the power to vest in himself or herself any legal or equitable interest, in their revenue, profits, rights, or assets.

References to a “controlling ownership interest” in you (if an Entity) means in a partnership, corporation, limited liability company or other form of business entity, the power, directly or indirectly (including via a nominee arrangement), either to (i) vote fifty percent (50%) or more of the securities having ordinary voting power; (ii) determine the majority of the board of directors, management committee or similar governing body of such person or business entity; or (iii) direct or cause the direction of the management and policies of such person or business entity whether by contract or otherwise. In a trust, a trustee shall be deemed to hold fifty percent (50%) of the voting interests of the trust, and each beneficiary of a trust shall be deemed to hold his proportionate share of the voting interest of the trust or, if that interest is indeterminate, fifty percent (50%) of the voting interests of the trust.

“*Person*” means any natural person, corporation, limited liability company, general or limited partnership, unincorporated association, cooperative, or other legal or functional entity.

Unless otherwise specified, all references to a number of days shall mean calendar days and not business days.

The term “*Franchisee Facility*” includes all of the assets of the Oxygen Yoga & Fitness Facility you operate under this Agreement, including its revenue and the Lease.

The term “employee” includes all of the Franchisee Facility’s personnel, including all managers, administrators and other personnel, whether such person is classified as an employee of yours or an independent contractor.

This Agreement may be executed in multiple copies, each of which will be deemed an original.

#### O. **MULTIPLE FORMS OF AGREEMENT.**

You acknowledge and agree that there may be more than one form of Franchise Agreement in effect between us and our various Oxygen Yoga & Fitness Facility franchise owners; those other agreements may contain provisions that may be materially different from the provisions contained in this Agreement; and you are not entitled to rely on any provision of any other agreement with other

Oxygen Yoga & Fitness Facility franchise owners, whether to establish course of dealing, waiver, or estoppel, or for any other purpose.

## **18. NOTICES AND PAYMENTS.**

All written notices, reports, and payments permitted or required to be delivered by this Agreement or the Operations Manual will be deemed to be delivered:

- (a) at the time delivered by hand;
- (b) at the time delivered via computer transmission and, in the case of the Royalty, Fund contributions, and other amounts due, at the time we actually receive payment via the EDTA;
- (c) one (1) business day after being placed in the hands of a nationally recognized commercial courier service for next business day delivery; or
- (d) three (3) business days after placement in the United States mail by registered or certified mail, return receipt requested, postage prepaid.

Any notice to us must be sent to the address specified on the first page of this Agreement, with a copy to the following:

Greenberg Traurig, LLP  
77 West Wacker Drive, Suite 3100  
Chicago, Illinois 60601  
Attn: Alan R. Greenfield, Esq.

OYF US Inc.  
PO Box 21056  
Maple Ridge Square  
Maple Ridge, British Columbia (Canada) V2X 1P7  
Attn: Chief Operations Officer

We may change these addresses for notice by giving you notice of the new address(es). Any notice that we send to you may be sent only to the one (1) person identified on **Exhibit B**, even if you have multiple owners, at the email or postal address specified on **Exhibit B**. You may change the person and/or address for notice only by giving us thirty (30) days' prior notice by any of the means specified in subparagraphs (a) through (e) above.

Any required payment or report which we do not actually receive during regular business hours on the date due (or postmarked by postal authorities at least two (2) days before then) will be deemed delinquent.

## **19. COMPLIANCE WITH ANTI-TERRORISM AND OTHER LAWS.**

You and your owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with all applicable legislation, laws, regulations, rules, ordinances, administrative orders, decrees and policies of any court, arbiter, government, governmental agency, department, or

similar organization that are in effect from time to time pertaining to: (a) the various anti-terrorism, economic sanctions, and anti-money laundering and narco-trafficking laws, regulations, orders, decrees and guidelines of the U.S. Department of the Treasury's Office of Foreign Assets Control, (b) the anti-terrorism and economic sanctions laws of Canada, including the Canadian Anti-Terrorism Act, (c) the USA PATRIOT Act (Title III of Pub. L. 107-56, signed into law October 26, 2001), as amended, (d) the provisions of United States Executive Order 13224, (e) the U.S. Prevention of Corruption Act 1988, (f) the U. S. Foreign Corrupt Practices Act, 15 U.S.C. Section 78dd-2, (g) the Canadian Corruption of Foreign Public Officials Act (the "**CFPOA**") (h) relevant multilateral measures such as the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions and the UN Convention Against Corruption, (i) bribery and anti-corruption laws, (j) the laws against money laundering, and (k) the laws against facilitating or supporting persons who conspire to commit these and other crimes against any person or government. You immediately shall notify us in writing if a potential violation of any of the foregoing legislation, laws, regulations, rules, ordinances, administrative orders, decrees and/or policies has occurred or is suspected to have occurred. You immediately shall provide us with copies of any communication to or from any such agency, government, or commission that relates to or affects this Agreement, the Franchisee Facility, or the Marks. Any failure to comply with this Section by you or your owners, or any blocking of your or your owners' assets under any of such laws, legislation, regulations, orders, decrees and/or policies shall constitute good cause for immediate termination of this Agreement, as provided in Subsection 14.B(22) above.

## **20. ELECTRONIC MAIL.**

You acknowledge and agree that exchanging information with us by e-mail is efficient and desirable for day-to-day communications and that we and you may utilize e-mail for such communications. You authorize the transmission of e-mail by us and our employees, vendors, and affiliates ("**Official Senders**") to you during the Term.

You further agree that: (a) Official Senders are authorized to send e-mails to those of your employees as you may occasionally authorize for the purpose of communicating with us; (b) you will cause your managers, officers, directors, employees and agents to give their consent to Official Senders' transmission of e-mails to them; (c) you will require such persons not to opt out or otherwise ask to no longer receive e-mails from Official Senders during the time that such person works for or is affiliated with you; and (d) you will not opt out or otherwise ask to no longer receive e-mails from Official Senders during the Term.

The consent given in this Section 20 shall not apply to the provision of notices by either party under this Agreement pursuant to Section 18 using e-mail unless the parties otherwise agree in a written document manually signed by both parties.

## **21. ELECTRONIC SIGNATURES**

The counterparts of this Agreement and all ancillary documents executed or delivered in connection with this Agreement may be executed and signed by electronic signature by any of the parties to this Agreement, and delivered by electronic or digital communications to any other party to this Agreement, and the receiving party may rely on the receipt of such document so executed and delivered by electronic or digital communications signed by electronic signature as if the original has been received. For the purposes of this Agreement, electronic signature means, without limitation, an

electronic act or acknowledgement (e.g., clicking an “I Accept” or similar button), sound, symbol (digitized signature block), or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.

[Signatures on following page.]

**IN WITNESS WHEREOF**, the parties have executed and delivered this Agreement on the dates noted below, to be effective as of the Effective Date.

**OYF US INC.**, a Delaware corporation

**FRANCHISE OWNER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**(IF YOU ARE TAKING THE  
FRANCHISE AS A CORPORATION,  
LIMITED LIABILITY COMPANY, OR  
PARTNERSHIP):**

**DATED\*:** \_\_\_\_\_  
(\*Effective Date of this Agreement)

\_\_\_\_\_  
[Print Name of Franchise Owner Entity]

By: \_\_\_\_\_  
[signature of person signing on behalf of  
entity]

Title of Signatory: \_\_\_\_\_

**DATED:** \_\_\_\_\_

**(IF YOU ARE TAKING THE  
FRANCHISE INDIVIDUALLY AND NOT  
AS A LEGAL ENTITY):**

\_\_\_\_\_  
[signature of individual franchise owner]

Print Name: \_\_\_\_\_

**DATED:** \_\_\_\_\_

\_\_\_\_\_  
[signature of individual franchise owner]

Print Name: \_\_\_\_\_

**DATED:** \_\_\_\_\_

SIGNATURE PAGE TO US FRANCHISE AGREEMENT

**EXHIBIT A**

**TO THE FRANCHISE AGREEMENT**

**THE DESIGNATED AREA, PREMISES AND TERRITORY**

1. The Designated Area (if applicable) shall be:

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2. The Premises of the Franchisee Facility will be located at:

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3. The Territory shall be:

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[Signatures on following page.]

OYF US INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DATED\*:** \_\_\_\_\_  
(\*Effective Date of this Agreement)

**FRANCHISE OWNER**

**(IF YOU ARE TAKING THE  
FRANCHISE AS A CORPORATION,  
LIMITED LIABILITY COMPANY, OR  
PARTNERSHIP):**

\_\_\_\_\_  
[Print Name of Franchise Owner Entity]

By: \_\_\_\_\_  
[signature of person signing on behalf of  
entity]

Title of Signatory: \_\_\_\_\_

**DATED:** \_\_\_\_\_

**(IF YOU ARE TAKING THE  
FRANCHISE INDIVIDUALLY AND NOT  
AS A LEGAL ENTITY):**

\_\_\_\_\_  
[signature of individual franchise owner]

Print Name: \_\_\_\_\_

**DATED:** \_\_\_\_\_

\_\_\_\_\_  
[signature of individual franchise owner]

Print Name: \_\_\_\_\_

**DATED:** \_\_\_\_\_

**EXHIBIT B**

**TO THE FRANCHISE AGREEMENT**

**LISTING OF OWNERSHIP INTERESTS**

**Effective Date: This Exhibit B is current and complete  
as of \_\_\_\_\_, 20**

**You and Your Owners**

1. **Form of Owner.** (Choose (a) or (b))

(a) Individual Proprietorship. List individual(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(b) **Corporation, Limited Liability Company, or Partnership.** (CIRCLE ONE)  
You were incorporated or formed on \_\_\_\_\_, under the laws  
of the state of \_\_\_\_\_. You have not conducted business under any  
name other than your corporate, limited liability company, or partnership name  
and \_\_\_\_\_. The  
following is a list of your managers, directors, and officers, as applicable, as of  
the effective date shown above:

**Name of Each Manager/Director/Officer**

**Position(s) Held**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. **Owners.** The following list includes the full name of each person who is one of your owners (as defined in the Franchise Agreement), or an owner of one of your owners, and fully describes the nature of each owner's interest (attach additional pages if necessary).

**Owner's Name Percentage/Description of Interest**

- (a) \_\_\_\_\_
- (b) \_\_\_\_\_
- (c) \_\_\_\_\_
- (d) \_\_\_\_\_

3. **Name and Address of Person to Receive Notice for Franchise Owner.**

- (a) Name: \_\_\_\_\_
- (b) Postal Address: \_\_\_\_\_  
\_\_\_\_\_
- (c) E-mail Address: \_\_\_\_\_

4. **Identification of Managing Owner.** Your Managing Owner as of the Effective Date is \_\_\_\_\_ (must be one of the individuals listed in paragraph 2 above). You may not change the Managing Owner without prior written approval.

[Signatures on following page.]

OYF US INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DATED\*:** \_\_\_\_\_  
(\*Effective Date of this Agreement)

**FRANCHISE OWNER**

**(IF YOU ARE TAKING THE  
FRANCHISE AS A CORPORATION,  
LIMITED LIABILITY COMPANY, OR  
PARTNERSHIP):**

\_\_\_\_\_  
[Print Name of Franchise Owner Entity]

By: \_\_\_\_\_  
[signature of person signing on behalf of  
entity]

Title of Signatory: \_\_\_\_\_

**DATED:** \_\_\_\_\_

**(IF YOU ARE TAKING THE  
FRANCHISE INDIVIDUALLY AND NOT  
AS A LEGAL ENTITY):**

\_\_\_\_\_  
[signature of individual franchise owner]

Print Name: \_\_\_\_\_

**DATED:** \_\_\_\_\_

\_\_\_\_\_  
[signature of individual franchise owner]

Print Name: \_\_\_\_\_

**DATED:** \_\_\_\_\_

**EXHIBIT C**

**TO THE FRANCHISE AGREEMENT**

**FRANCHISE ADDENDUM TO LEASE AGREEMENT**

**THIS FRANCHISE ADDENDUM TO LEASE AGREEMENT** (this “*Addendum*”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, a(n) \_\_\_\_\_ (“*Landlord*”) and \_\_\_\_\_, a(n) \_\_\_\_\_ (“*Tenant*”) for the benefit of **OYF US INC.**, a Delaware corporation (“*Franchisor*”).

**WHEREAS**, Tenant and Franchisor have executed a Oxygen Yoga & Fitness Franchise Agreement (the “*Franchise Agreement*”), pursuant to which Franchisor has granted Tenant the right to establish and operate a “Oxygen Yoga & Fitness”-branded Facility at the following location: \_\_\_\_\_ (the “*Premises*”);

**WHEREAS**, Tenant and Landlord are entering into a lease agreement (the “*Lease*”), pursuant to which Tenant will lease the Premises from Landlord; and

**WHEREAS**, Franchisor has required Tenant to include certain terms in the Lease in order to protect Franchisor’s rights, and Landlord has agreed to such terms.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which the parties hereby acknowledge, Landlord and Tenant agree as follows:

1. Landlord agrees to: (a) furnish to Franchisor a copy of any default notice served on Tenant and/or another lessee under the Lease simultaneously with the service of the notice to Tenant and/or such other lessee; (b) provide Franchisor with notice of any proposed renewals, extensions, modifications and amendments to the Lease; (c) give Franchisor the opportunity, but Franchisor shall not be required, to cure any default by Tenant or other lessee under the Lease within fifteen (15) days following the expiration of any applicable cure period if Tenant and/or such other lessee fail to cure such default; and (d) to furnish to Franchisor, at Franchisor’s request, a copy of any sales or operating information for the Premises provided by Tenant. All notices to Franchisor shall be sent to the following address: **OYF US INC.**, PO Box 21056, Maple Ridge Square, Maple Ridge, British Columbia (Canada) V2X 1P7, unless Landlord is notified otherwise in writing by Franchisor. No notice to Tenant shall be effective unless and until a copy thereof is served upon Franchisor.

2. Landlord agrees that if Franchisor exercises its right to cure a default by Tenant and/or another lessee under the Lease, then Franchisor may, at its option, succeed to Tenant’s and/or such other lessee’s interests under the Lease and shall be recognized by Landlord as the lessee or sublessee thereunder for the remaining term of the Lease.

3. Landlord agrees that the expiration of the Franchise Agreement (unless Tenant enters into a renewal Franchise Agreement with Franchisor) or a termination of the Franchise Agreement prior to expiration shall constitute a default under the Lease, giving Franchisor the right, but not the obligation, to cure such default by succeeding to Tenant’s and/or any other lessee’s interests as the new lessee or sublessee under the Lease.

4. Landlord agrees that upon the termination or expiration of the Lease, Franchisor shall have the first right of refusal to lease the Premises as the new lessee or sublessee.

5. Landlord agrees that Franchisor shall have the right to enter the Premises to make any modifications or alterations necessary in Franchisor's sole judgment to protect its franchise system, trademarks, trade names, trade dress and other intellectual property without being guilty of trespass or any other tort or crime.

6. Landlord agrees that upon the expiration or termination of the Franchise Agreement, Franchisor shall have the right to enter the Premises and remove any trade fixtures, interior or exterior signs or other items bearing its trademarks. Landlord agrees upon the expiration or termination of the Franchise Agreement to relinquish to Franchisor any and all liens or other ownership interests, whether by operation of law or otherwise, in and to any tangible property bearing Franchisor's trademarks, service marks or trade dress.

7. Landlord agrees that, if Franchisor succeeds to Tenant's and/or any other lessee's interests under the Lease for any reason, Franchisor shall have the right to further assign the lease or to sublease the Premises to either an entity owned or controlled by Franchisor, or to another franchise owner of Franchisor upon obtaining Landlord's written consent, which consent may not be unreasonably withheld, conditioned or delayed by Landlord. No assignment permitted under this Section is subject to any assignment or similar fee or will cause any rental acceleration.

8. Upon Franchisor's delivery to Landlord and Tenant of its election to exercise its rights under this Addendum, Franchisor shall be entitled to all of Tenant's rights and interests in the Lease, as if Franchisor were the tenant under the Lease, including, by way of example and not limitation, the right to exercise any and all renewal options thereunder, without the need for any further action or instrument.

9. Landlord and Tenant expressly agree that Franchisor is an intended third-party beneficiary of the terms of this Addendum. Landlord and Tenant further agree that Franchisor has no liability or obligation under the Lease unless and until Franchisor exercises its right to assume the Lease under this Addendum.

10. In the event of any inconsistency between the terms of this Addendum and the terms of the Lease, the terms of this Addendum control. All of the terms of this Addendum, whether so expressed or not, are binding upon, inure to the benefit of, and are enforceable by the parties and their respective personal and legal representatives, heirs, successors and permitted assigns. The provisions of this Addendum may be amended, supplemented, waived or changed only by a written document signed by all the parties to this Addendum that makes specific reference to this Addendum and which must be approved in writing by Franchisor. This Addendum may be executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument.

**LANDLORD:**

**TENANT:**

[ \_\_\_\_\_ ], a [ \_\_\_\_\_ ]

[ \_\_\_\_\_ ], a [ \_\_\_\_\_ ]

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT D-1**

**TO THE FRANCHISE AGREEMENT**

**NONDISCLOSURE AND NON-COMPETITION AGREEMENT**

**THIS NONDISCLOSURE AND NON-COMPETITION AGREEMENT** (this “*Agreement*”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, is executed by \_\_\_\_\_ (“*Individual*,” “*me*,” or “*I*”) for the benefit of **OYF US INC.**, a Delaware corporation (“*Company*”), and for \_\_\_\_\_, a/an \_\_\_\_\_ (“*Franchise Owner*”).

Franchise Owner is a franchise owner of Company pursuant to a franchise agreement entered into by those parties concerning a facility operating, or to be operated, under the “Oxygen Yoga & Fitness” name at \_\_\_\_\_ (the “*Franchise Agreement*”). The franchised business Company authorizes Franchise Owner to operate under the Franchise Agreement is known as the “*Franchisee Facility*,” which Franchisee Facility is one among all Oxygen Yoga & Fitness Facilities that Company owns, operates, or franchises. I agree that, unless otherwise specified, all capitalized terms in this Agreement have those meanings ascribed to them in the Franchise Agreement.

I agree that during the term of my employment by, ownership participation in, association with or service to Franchise Owner, or at any time thereafter, I will not communicate, divulge or use for the benefit of any other person, persons, partnership, proprietorship, association, corporation or entity, Company’s proprietary and confidential information relating to the development and operation of Oxygen Yoga & Fitness Facilities, including but not limited to the following concerning Oxygen Yoga & Fitness Facilities: (1) site selection criteria and layouts, designs and other plans and specifications for Oxygen Yoga & Fitness Facilities (2) training and operations materials and manuals; (3) methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating Oxygen Yoga & Fitness Facilities; (4) marketing, promotional and advertising research and programs for Oxygen Yoga & Fitness Facilities; (5) knowledge of specifications for and suppliers of Operating Assets, and other products and supplies, including supplier pricing and related terms; (6) any computer software or similar technology which is proprietary to Company or the System, including, without limitation, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology; (7) knowledge of the operating results and financial performance of Oxygen Yoga & Fitness Facilities other than the Franchisee Facility; (8) graphic designs and related intellectual property; (9) customer and member solicitation, communication and retention programs, along with data and information used or generated in connection with those programs; (10) all data and other information generated by, or used in, the operation of the Franchisee Facility, including customer and member names, addresses, phone numbers, pricing and other information supplied by any customer or member (such as credit card information or personal information), and any other information contained at any time and from time to time in the Computer System or that visitors to the Franchisee Facility (including you and your personnel) provide to the Website for the network of Oxygen Yoga & Fitness Facilities; (11) future business plans relating to Oxygen Yoga & Fitness Facilities and the Oxygen Yoga & Fitness franchise opportunity, including expansion and development plans; and (12) any other information that Company or Franchise Owner reasonably designates as confidential or proprietary, or by its nature would reasonably be understood to be confidential or proprietary, regardless of whether such information is specifically designated as confidential or

proprietary (collectively, all information referenced above, including examples (1) through (12), is known as the “**Confidential Information**”).

Furthermore, any and all information, knowledge, know-how, techniques and information which the entities mentioned above (or their officers) designate as confidential is considered, and hereby acknowledged by me, to be Confidential Information for the purposes of this Agreement, except information which I can demonstrate came to my attention before disclosure or which had become or becomes a part of the public domain through publication or communication by others (unless the publication or communication violates a similar confidentiality agreement), but in no event through any act of mine.

I specifically understand that, without limitation, all the above items, concepts, and/or examples contained in the preceding paragraph constitute Confidential Information of Company, and I will not divert any business to competitors of Franchise Owner and/or Company. I will at no time copy, duplicate, record or otherwise reproduce any of the Confidential Information or material containing it, in whole or in part, store them in a computer retrieval or database, nor otherwise make them available to any unauthorized person.

I further agree that, during the term of my employment/service/association or ownership participation, I will not, directly or indirectly, engage or participate in any Competitive Business (defined below in this paragraph), any of which such prohibited behavior I understand and hereby explicitly acknowledge would or could be injurious to, or (in Company’s sole judgment) have an adverse effect upon, Company’s protectable interests in the Confidential Information, the “Oxygen Yoga & Fitness” trademark or related Marks, or the goodwill and/or reputation of Oxygen Yoga & Fitness Facilities generally. I agree that I am prohibited from engaging in any Competitive Business as a proprietor, partner, investor, shareholder, director, manager, member, officer, employee, principal, agent, advisor, or consultant. For purposes of this Agreement, a “**Competitive Business**” means (i) any fitness, health and wellness business which derives more than five percent (5%) of its revenue from providing yoga, related fitness, weight loss, wellness and health classes and programs or (ii) any business granting franchises or licenses to others to operate the type of business specified in the preceding subparagraph (i) (other than an Oxygen Yoga & Fitness Facility operated under a franchise agreement with Company. Despite the foregoing definition of a Competitive Business, nothing under this Agreement or the Franchise Agreement will prevent Individual from owning for investment purposes less than two percent (2%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange, and so long as neither Individual nor Franchise Owner controls the company in question.

Upon the expiration or other termination for any reason of my employment, association, service or ownership participation, I agree:

- (i) to return immediately to Company or Franchise Owner, as the case may be, all Confidential Information, and any material(s) containing a subset thereof, in my possession that was utilized, or to which I had access, during my employment, association, service or ownership participation;
- (ii) to refrain, beginning upon such expiration or termination and forever thereafter, from having any contact with customers and members of Oxygen Yoga & Fitness Facilities; and

- (iii) for a period of two (2) years, starting on the earlier of the effective date of termination or expiration of my employment/service/association or ownership participation, to refrain from directly or indirectly (such as through any one or more of my spouse, legally-recognized domestic partner, parents, children or sibling(s) (collectively, “*Immediate Family*”)) owning a legal or beneficial interest in, or rendering services or giving advice to: (a) any Competitive Business operating at the Premises or within a ten (10)-mile radius of the Premises; (b) any Competitive Business operating within a radius of ten (10) miles of any Oxygen Yoga & Fitness Facility in operation or under construction on the later of the effective date of termination or expiration of my employment/service/association/ ownership participation; or (c) any entity which grants franchises, licenses or other interests to others to operate any Competitive Business.

I acknowledge and understand that the provisions of this Agreement, including my representations, covenants, and warranties (as applicable) given hereunder, are necessary and integral to this Agreement and to Company’s and Franchise Owner’s interests under the Franchise Agreement, and are intended to:

- (i) preclude not only direct competition, but also all forms of indirect competition, such as consultation for Competitive Businesses, service as an independent contractor for Competitive Businesses, or any assistance or transmission of information of any kind which would be of any material assistance to a competitor;
- (ii) bind any person or entity having any legal or beneficial interest in me, or traceable to, down or through me, including (without limitation) any of member of my Immediate Family, any direct or indirect beneficiary, any partner (general or limited) or proprietor of mine, and any other such related person or entity, regardless of how many levels or tiers there may be between any such described person or entity and me; and
- (iii) identify for me, toward the goal of preserving through this Agreement, Company’s protectable legal interests in the System, customers or members of Oxygen Yoga & Fitness Facilities, the Confidential Information, and the goodwill associated with the Marks.

I also expressly acknowledge my possession of skills and abilities of a general nature, and the opportunity for exploiting such skills in other ways than the operation or involvement in the activities of an Oxygen Yoga & Fitness Facility or a Competitive Business, so that enforcement of my covenants made in this Agreement will not deprive me of my personal goodwill or ability to earn a living after the effective date of expiration or termination of my relationship with Franchise Owner, the Franchisee Facility, or Oxygen Yoga & Fitness Facilities generally. If I fail or refuse to abide by any of my foregoing obligations or promises made under this Agreement, and Company or Franchise Owner obtains enforcement in a judicial or arbitration proceeding, then my obligations and responsibilities specified under the breached covenant will be tolled during the period(s) of time that the covenant is breached and/or Company or Franchise Owner seeks to enforce it, and will continue for two (2) years starting from the effective date of the order enforcing the covenant.

**I acknowledge that violation of the covenants not to compete contained in this Agreement would result in immediate and irreparable injury to Company and Franchise Owner, for which no adequate remedy at law will be available. Accordingly, I hereby consent to the entry of an injunction procured by Company or Franchise Owner (or both), in any appropriate jurisdiction**

**and venue (notwithstanding other references to resolution of actions exclusively in Company's home prohibiting any conduct by me in violation of the terms of those covenants not to compete and/or restrictions on the use of Confidential Information under this Agreement). I expressly agree that it may conclusively be presumed in any legal action that any violation of the terms of these covenants not to compete was accomplished by and through my unlawful utilization of Company's Confidential Information. Further, I expressly agree that any claims I may have against Company will not constitute a defense to Company's enforcement of the covenants not to compete under this Agreement. I further agree to pay all costs and expenses (including reasonable attorneys' and experts' fees) incurred by Company in connection with the enforcement of those covenants not to compete set forth in this Agreement.**

If all, or any portion of, this covenant not to use Confidential Information and not to compete is held unreasonable, void, vague or illegal by any court or agency having valid jurisdiction in an unappealed final decision to which Franchise Owner and/or Company is a party, the court or agency will be empowered to revise and/or construe the covenant to fall within permissible legal limits, and should not invalidate the entire covenant. I expressly agree to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenant were separately stated in and made a part of this Agreement.

I agree that this Agreement and all relations and disputes between myself on the one hand, and Franchise Owner or Company on the other hand, whether sounding in contract, tort, or otherwise, are to be exclusively construed in accordance with and/or governed by (as applicable) the law of the state of Delaware without recourse to Delaware (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of the state of Delaware, and if the Franchisee Facility is located outside of the state of Delaware and the provision would be enforceable under the laws of the state in which the Franchisee Facility is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant", unfair competition, fiduciary or any other doctrine of law of the state of Delaware or any other state, which would not otherwise apply.

I further agree that any litigation arising out of or related to this Agreement, any breach of this Agreement, and any and all relations and/or disputes between myself on the one hand, and Franchise Owner or Company on the other hand, whether sounding in contract, tort, or otherwise, will be instituted exclusively in the U.S. District Court sitting nearest to Company's corporate headquarters (currently, Dover, Delaware). I agree that any dispute as to the aforementioned venue will be submitted to and resolved exclusively by such aforementioned court. Nonetheless, I agree that Franchise Owner or Company may enforce this Agreement and any awards in the courts of the state or states in which I am domiciled or the Franchisee Facility is located.

**I IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ME, FRANCHISE OWNER OR COMPANY.** I hereby waive and covenant never to assert or claim that said venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

[Signatures on Following Page]

**IN WITNESS WHEREOF**, Franchise Owner has hereunto caused this Agreement to be executed by its duly authorized officer, and Individual has executed this Agreement, as of the day and year first written above.

**ATTESTED TO BY FRANCHISE OWNER:**

\_\_\_\_\_,  
a/an \_\_\_\_\_

By: \_\_\_\_\_  
(Name of Franchise Owner's Officer)

Signed: \_\_\_\_\_  
(Signature of Franchise Owner's Officer)

\_\_\_\_\_  
(Date)

**INDIVIDUAL:**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**WITNESS TO INDIVIDUAL'S SIGNATURE:**

\_\_\_\_\_  
(Print Witness Name)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Date)

**EXHIBIT D-2**  
**TO THE FRANCHISE AGREEMENT**  
**NONDISCLOSURE AGREEMENT**

**THIS NONDISCLOSURE AGREEMENT** (this “*Agreement*”) is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, is executed by \_\_\_\_\_ (“*Individual,*” “*me,*” or “*I*”) for the benefit of **OYF US INC.**, a Delaware corporation (“*Company*”), and for \_\_\_\_\_, a/an \_\_\_\_\_ (“*Franchise Owner*”).

Franchise Owner is a franchise owner of Company pursuant to a franchise agreement entered into by those parties concerning a facility operating, or to be operated, under the “Oxygen Yoga & Fitness” name at \_\_\_\_\_ (the “*Franchise Agreement*”). The franchised business Company authorizes Franchise Owner to operate under the Franchise Agreement is known as the “*Franchisee Facility,*” which Franchisee Facility is one among all Oxygen Yoga & Fitness Facilities that Company owns, operates, or franchises. I agree that, unless otherwise specified, all capitalized terms in this Agreement have those meanings ascribed to them in the Franchise Agreement.

I agree that during the term of my employment by, ownership participation in, association with or service to Franchise Owner, or at any time thereafter, I will not communicate, divulge or use for the benefit of any other person, persons, partnership, proprietorship, association, corporation or entity, Company’s proprietary and confidential information relating to the development and operation of Oxygen Yoga & Fitness Facilities, including but not limited to the following concerning Oxygen Yoga & Fitness Facilities: (1) site selection criteria and layouts, designs and other plans and specifications for Oxygen Yoga & Fitness Facilities (2) training and operations materials and manuals; (3) methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating Oxygen Yoga & Fitness Facilities; (4) marketing, promotional and advertising research and programs for Oxygen Yoga & Fitness Facilities; (5) knowledge of specifications for and suppliers of Operating Assets, and other products and supplies, including supplier pricing and related terms; (6) any computer software or similar technology which is proprietary to Company or the System, including, without limitation, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology; (7) knowledge of the operating results and financial performance of Oxygen Yoga & Fitness Facilities other than the Franchisee Facility; (8) graphic designs and related intellectual property; (9) customer and member solicitation, communication and retention programs, along with data and information used or generated in connection with those programs; (10) all data and other information generated by, or used in, the operation of the Franchisee Facility, including customer and member names, addresses, phone numbers, pricing and other information supplied by any customer or member (such as credit card information or personal information), and any other information contained at any time and from time to time in the Computer System or that visitors to the Franchisee Facility (including you and your personnel) provide to the Website for the network of Oxygen Yoga & Fitness Facilities; (11) future business plans relating to Oxygen Yoga & Fitness Facilities and the Oxygen Yoga & Fitness franchise opportunity, including expansion and development plans; and (12) any other information that Company or Franchise Owner reasonably designates as confidential or proprietary, or by its nature would reasonably be understood to be confidential or proprietary, regardless of whether such information is specifically designated as confidential or

proprietary (collectively, all information referenced above, including examples (1) through (12), is known as the “**Confidential Information**”).

Furthermore, any and all information, knowledge, know-how, techniques and information which the entities mentioned above (or their officers) designate as confidential is considered, and hereby acknowledged by me, to be Confidential Information for the purposes of this Agreement, except information which I can demonstrate came to my attention before disclosure or which had become or becomes a part of the public domain through publication or communication by others (unless the publication or communication violates a similar confidentiality agreement), but in no event through any act of mine.

**I acknowledge that violation of the covenant contained in this Agreement would result in immediate and irreparable injury to Company and Franchise Owner, for which no adequate remedy at law will be available. Accordingly, I hereby consent to the entry of an injunction procured by Company or Franchise Owner (or both), in any appropriate jurisdiction and venue (notwithstanding other references to resolution of actions exclusively in Company’s home prohibiting any conduct by me in violation of the restrictions on the use of Confidential Information under this Agreement). I expressly agree that it may conclusively be presumed in any legal action that any violation of the terms of the covenant was accomplished by and through my unlawful utilization of Company’s Confidential Information. Further, I expressly agree that any claims I may have against Company will not constitute a defense to Company’s enforcement of the covenants not to compete under this Agreement. I further agree to pay all costs and expenses (including reasonable attorneys’ and experts’ fees) incurred by Company in connection with the enforcement of those covenants not to compete set forth in this Agreement.**

If all, or any portion of, this covenant not to use Confidential Information is held unreasonable, void, vague or illegal by any court or agency having valid jurisdiction in an unappealed final decision to which Franchise Owner and/or Company is a party, the court or agency will be empowered to revise and/or construe the covenant to fall within permissible legal limits, and should not invalidate the entire covenant. I expressly agree to be bound by any lesser covenant subsumed within the terms of this Agreement as if the resulting covenant were separately stated in and made a part of this Agreement.

I agree that this Agreement and all relations and disputes between myself on the one hand, and Franchise Owner or Company on the other hand, whether sounding in contract, tort, or otherwise, are to be exclusively construed in accordance with and/or governed by (as applicable) the law of the state of Delaware without recourse to Delaware (or any other) choice of law or conflicts of law principles. If, however, any provision of this Agreement would not be enforceable under the laws of the state of Delaware, and if the Franchisee Facility is located outside of the state of Delaware and the provision would be enforceable under the laws of the state in which the Franchisee Facility is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, “implied covenant”, unfair competition, fiduciary or any other doctrine of law of the state of Delaware or any other state, which would not otherwise apply.

I further agree that any litigation arising out of or related to this Agreement, any breach of this Agreement, and any and all relations and/or disputes between myself on the one hand, and Franchise Owner or Company on the other hand, whether sounding in contract, tort, or otherwise, will be instituted exclusively in the U.S. District Court sitting nearest to Company’s corporate headquarters

(currently, Dover, Delaware). I agree that any dispute as to the aforementioned venue will be submitted to and resolved exclusively by such aforementioned court. Nonetheless, I agree that Franchise Owner or Company may enforce this Agreement and any awards in the courts of the state or states in which I am domiciled or the Franchisee Facility is located.

**I IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY ME, FRANCHISE OWNER OR COMPANY.** I hereby waive and covenant never to assert or claim that said venue is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

[Signatures on Following Page]

**IN WITNESS WHEREOF**, Franchise Owner has hereunto caused this Agreement to be executed by its duly authorized officer, and Individual has executed this Agreement, as of the day and year first written above.

**ATTESTED TO BY FRANCHISE OWNER:**

\_\_\_\_\_,  
a/an \_\_\_\_\_

By: \_\_\_\_\_  
(Name of Franchise Owner's Officer)

Signed: \_\_\_\_\_  
(Signature of Franchise Owner's Officer)

\_\_\_\_\_  
(Date)

**INDIVIDUAL:**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**WITNESS TO INDIVIDUAL'S SIGNATURE:**

\_\_\_\_\_  
(Print Witness Name)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Date)

**EXHIBIT E**

**GUARANTY AND ASSUMPTION OF OBLIGATIONS**

**THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS** is given this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (this “*Guaranty*”)

By (list each guarantor):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement (the “*Agreement*”) on this date by **OYF US INC.** (“*us*,” “*we*,” or “*our*”), each of the undersigned personally and unconditionally (a) guarantees to us and our successors and assigns, for the term of the Agreement (including extensions) and afterward as provided in the Agreement, that \_\_\_\_\_ (“*Franchise Owner*”) will punctually pay and perform each and every undertaking, agreement, and covenant set forth in the Agreement (including any amendments or modifications of the Agreement) and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (including any amendments or modifications of the Agreement), both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the non-competition, confidentiality, transfer, and arbitration requirements.

Depending on the creditworthiness of each guarantor and the community property laws of the states in which they reside, we may require that the spouses of one or more guarantors execute this Guaranty as well. Each guarantor represents and warrants that, if no signature appears below for such guarantor’s spouse, such guarantor is either not married or, if married, is a resident of a state that does not require the consent of both spouses to encumber the assets of a marital estate or we have waived in writing any requirement that such spouse execute this Guaranty.

Each of the undersigned consents and agrees that: (1) his or her direct and immediate liability under this Guaranty will be joint and several, both with Franchise Owner and among other guarantors; (2) he or she will render any payment or performance required under the Agreement upon demand if Franchise Owner fails or refuses punctually to do so; (3) this liability will not be contingent or conditioned upon our pursuit of any remedies against Franchise Owner or any other person; (4) this liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which we may at any time and from time to time grant to Franchise Owner or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims (including the release of other guarantors), none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable during the term of the Agreement (including extensions), for so long as any performance is or might be owed under the Agreement by Franchise Owner or its owners, and for so long as we have any cause of action against Franchise Owner or its owners; and (5) this Guaranty will continue in full force and effect for (and as to) any extension or modification of the Agreement and despite the transfer of any interest in the Agreement or Franchise Owner, and each of the undersigned waives notice of any and all renewals, extensions, modifications, amendments, or transfers.

Each of the undersigned waives: (i) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchise Owner arising as a result of the undersigned’s execution of and performance under this Guaranty; and (ii) acceptance and notice of

acceptance by us of his or her undertakings under this Guaranty, notice of demand for payment of any indebtedness or non-performance of any obligations hereby guaranteed, protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed, and any other notices to which he or she may be entitled.

If we are required to enforce this Guaranty in a judicial or arbitration proceeding, and prevail in such proceeding, we shall be entitled to reimbursement of our costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If we are required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the undersigned shall reimburse us for any of the above-listed costs and expenses we incur.

Subject to the arbitration obligations and the provisions below, each of the undersigned agrees that all actions arising under this Guaranty or the Agreement, or otherwise as a result of the relationship between us and the undersigned, must be commenced in the state or federal court of competent jurisdiction located closest to our then current principal business address (currently, Dover, Delaware), and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the undersigned agrees that we may enforce this Guaranty and any arbitration orders and awards in the courts of the state or states in which he or she is domiciled.

**IN WITNESS WHEREOF**, each of the undersigned has affixed his or her signature on the same day and year as the Agreement was executed.

**Signatures Of Each Guarantor**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Percentage Of Ownership  
In Franchise Owner**

\_\_\_\_\_ %  
Guarantor's Spouse  
\_\_\_\_\_ %  
Guarantor's Spouse  
\_\_\_\_\_ %  
Guarantor's Spouse  
\_\_\_\_\_ %  
Guarantor's Spouse  
\_\_\_\_\_ %  
Guarantor's Spouse

**EXHIBIT D**

**DEVELOPMENT AGREEMENT RIDER TO FRANCHISE AGREEMENT**

**DEVELOPMENT AGREEMENT RIDER  
TO OYF US INC.  
FRANCHISE AGREEMENT**

1. **Background.** This Development Agreement Rider (this “**Development Agreement**”) is made between **OYF US INC.**, a Delaware corporation (“**we,**” “**us,**” or “**our**”) and \_\_\_\_\_ (“**you**” or “**your**”). This Development Agreement is attached to, and intended to be a part of, that certain Franchise Agreement that we and you have signed concurrently with signing this Development Agreement (the “**Franchise Agreement**”) for the operation of the Oxygen Yoga & Fitness Facility located at \_\_\_\_\_ (the “**Franchisee Facility**”). We and you are signing this Development Agreement because you want the right to develop additional Oxygen Yoga & Fitness Facilities (besides the Franchisee Facility covered by the Franchise Agreement) within a certain geographic area over a certain time period, and we are willing to grant you those development rights if you comply with this Development Agreement. Capitalized terms not defined herein shall have the meanings defined in the Franchise Agreement.

2. **Grant of Development Rights.** Subject to your strict compliance with this Development Agreement, we grant you the right to develop \_\_\_\_ ( ) new Oxygen Yoga & Fitness Facilities (including the Franchisee Facility covered by the Franchise Agreement), according to the mandatory development schedule described in Exhibit A to this Development Agreement (the “**Schedule**”), within the following geographic area (the “**Area**”): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

If you (and, to the extent applicable and with our approval, your affiliated entities) are fully complying with all of your obligations under this Development Agreement, and are fully complying with all of your obligations under the Franchise Agreement and all other franchise agreements then in effect between us and you (and, to the extent applicable and with our approval, your affiliated entities) for the development and operation of Oxygen Yoga & Fitness Facilities, then during this Development Agreement’s term only, we (and our affiliates) may not establish or operate (except to the extent that we already operate Oxygen Yoga & Fitness Facilities in the Area), or grant to others the right to establish or operate, a Oxygen Yoga & Fitness Facility the physical premises of which are located within the Area.

Except for the Oxygen Yoga & Fitness Facility location restriction above, there are no restrictions that this Development Agreement imposes on our (and our affiliates’) activities within the Area during this Development Agreement’s term. You acknowledge and agree that we and our affiliates have the right to engage, and grant to others the right to engage, in any other activities of any nature whatsoever within the Area, including, without limitation, those rights we reserve in the Franchise Agreement. After this Development Agreement expires or is terminated (regardless of the reason for termination), we and our affiliates have the right to establish and operate, and grant to others the right to establish and operate, Oxygen Yoga & Fitness Facilities, the physical premises of which are located within the Area and continue to engage, and grant to others the right to engage, in any activities that we (and they) desire within the Area without any restrictions whatsoever.

YOU ACKNOWLEDGE AND AGREE THAT TIME IS OF THE ESSENCE UNDER THIS DEVELOPMENT AGREEMENT AND THAT YOUR RIGHTS UNDER THIS DEVELOPMENT AGREEMENT ARE SUBJECT TO TERMINATION (WITHOUT ANY CURE OPPORTUNITY) IF

YOU DO NOT COMPLY STRICTLY WITH THE DEVELOPMENT OBLIGATIONS PROVIDED IN THE SCHEDULE. WE MAY ENFORCE THIS DEVELOPMENT AGREEMENT STRICTLY.

3. **Development Obligations.** To maintain your rights under this Development Agreement, you (and/or affiliated entities we approve) must, by the dates specified in the Schedule, sign franchise agreements for and have open and operating the agreed-upon number of Oxygen Yoga & Fitness Facilities in the Area. You (and/or the approved affiliated entity) will operate each Oxygen Yoga & Fitness Facility under a separate franchise agreement with us. The franchise agreement (and related documents, including Owner's Guaranty and Assumption of Obligations) that you (and your owners) sign for each additional Oxygen Yoga & Fitness Facility will be our then current form of franchise agreement (and related documents), any and all of the terms of which may differ materially from any and all of the terms contained in the Franchise Agreement (and related documents). However, despite any contrary provision contained in the newly-signed franchise agreements, your additional Oxygen Yoga & Fitness Facilities must be open and operating by the dates specified in the Schedule. To retain your rights under this Development Agreement, each of your Oxygen Yoga & Fitness Facilities must operate continuously throughout this Development Agreement's term in full compliance with its franchise agreement.

4. **Subfranchising Rights.** This Development Agreement does not give you any right to franchise, license, subfranchise, or sublicense others to operate Oxygen Yoga & Fitness Facilities. Only you (and/or affiliated entities we approve) may develop, open, and operate Oxygen Yoga & Fitness Facilities pursuant to this Development Agreement. This Development Agreement also does not give you (or your affiliated entities) any independent right to use the "Oxygen Yoga & Fitness" trademark or our other trademarks and commercial symbols. The right to use our trademarks and commercial symbols is granted only under a franchise agreement signed directly with us. This Development Agreement only grants you potential development rights if you comply with its terms.

5. **Development Fees.** As consideration for the development rights we grant you in this Development Agreement, you must pay us, at the same time you sign this Development Agreement, a total of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (the "**Development Fee**"), which equals (a) the Forty-Eight Thousand Five Hundred Dollars (\$48,500) initial franchise fee due under the Franchise Agreement, plus (b) a deposit of [**OPTION A:** Twenty-Four Thousand Two Hundred Fifty Dollars (\$24,250) for each additional Oxygen Yoga & Fitness Facility you agree to develop under the Schedule] [**OPTION B:** Eighteen Thousand Dollars (\$18,000) for each additional Oxygen Yoga & Fitness Facility you agree to develop under the Schedule]. Our initial franchise fee for [**OPTION 1:** the Oxygen Yoga & Fitness Facilities you develop pursuant to this Development Agreement is Forty-Eight Thousand Five Hundred Dollars (\$48,500)] [**OPTION 2:** the first Oxygen Yoga & Fitness Facility you develop pursuant to this Development Agreement is Forty-Eight Thousand Five Hundred Dollars (\$48,500), the initial franchise fee for each additional Oxygen Yoga & Fitness Facility you develop pursuant to this Development Agreement is Thirty-Six Thousand Dollars (\$36,000)].

The Development Fee is consideration for the rights we grant you in this Development Agreement and for reserving the Area for you to the exclusion of others, is fully earned by us when we and you sign this Development Agreement, and is not refundable under any circumstances, even if you do not comply or attempt to comply with the Schedule and we then terminate this Development Agreement for that reason.

While the Development Fee is not refundable under any circumstances, when you (or your approved affiliated entity) sign the franchise agreement for each additional Oxygen Yoga & Fitness Facility to be developed, we will apply [**OPTION A:** Twenty-Four Thousand Two Hundred Fifty Dollars (\$24,250) of the Development Fee towards the initial franchise fee due for that Oxygen Yoga

& Fitness Facility (leaving a balance due of Twenty-Four Thousand Two Hundred Dollars (\$24,250)) [OPTION B: Eighteen Dollars (\$18,000) of the Development Fee towards the initial franchise fee due for that Oxygen Yoga & Fitness Facility (leaving a balance due of Eighteen Thousand Dollars (\$18,000))].

6. **Grant of Franchises.** You must submit to us a separate application for each Oxygen Yoga & Fitness Facility you wish to develop pursuant to this Development Agreement. You agree to give us all information and materials we request in order to assess each proposed site. We will supply you with our site selection criteria and may put you in contact with a commercial real estate broker in the Area; however, we will not conduct site selection activities for you. In granting you the development rights under this Development Agreement, we are relying on your knowledge of the real estate market and your ability to locate and access sites. We will not unreasonably withhold acceptance of any proposed site if the site meets our then current site criteria. However, we have the absolute right not to accept any site not meeting these criteria. If we accept a proposed site, you agree, within the time period we specify (but no later than the date specified in the Schedule), to sign a separate franchise agreement (and related documents) for the Oxygen Yoga & Fitness Facility and to pay us the remaining portion of the initial franchise fee due, if any. If you do not do so, or cannot obtain lawful possession of the proposed site, we may withdraw our acceptance of the proposed site. After you (and your owners) sign the franchise agreement (and related documents, including Owner's Guaranty and Assumption of Obligations), its terms and conditions will control your development and operation of the Oxygen Yoga & Fitness Facility (except that the required opening date is governed exclusively by this Development Agreement).

In addition to our rights with respect to proposed Oxygen Yoga & Fitness Facility sites, we may delay your development of additional Oxygen Yoga & Fitness Facilities pursuant to this Development Agreement for the time period we deem best if we believe, when you submit your application, that you are not yet operationally, managerially, or otherwise prepared, due to the particular amount of time that has elapsed since you developed and opened your most recent Oxygen Yoga & Fitness Facility, to develop, open and/or operate the additional Oxygen Yoga & Fitness Facilities in full compliance with our standards and specifications. We may delay additional development for the time period we deem best as long as the delay will not in our reasonable opinion cause you to breach your development obligations under the Schedule (unless we are willing to extend the Schedule proportionately to account for the delay).

7. **Term.** This Development Agreement's term begins on the date we and you sign it and ends on the date when (a) the final Oxygen Yoga & Fitness Facility to be developed under the Schedule has opened (or, if earlier, must have opened) for business, or (b) this Development Agreement otherwise is terminated.

8. **Termination.** We may terminate this Development Agreement and your right to develop Oxygen Yoga & Fitness Facilities within the Area at any time, effective upon delivery to you of written notice of termination: (a) if you fail to satisfy either your development obligations under the Schedule or any other obligation under this Development Agreement, which defaults you have no right to cure; or (b) if the Franchise Agreement, or any other franchise agreement between us and you (or your affiliated entity) for a Oxygen Yoga & Fitness Facility, is terminated by us in compliance with its terms or by you (or your affiliated entity) for any (or no) reason; or (c) if we have delivered a formal written notice of default to you (or your affiliated entity) under the Franchise Agreement, or any other franchise agreement between us and you (or your affiliated entity) for a Oxygen Yoga & Fitness Facility, whether or not you (or your affiliated entity) cure that default and whether or not we subsequently terminate the Franchise Agreement or the other franchise agreement. No portion of the Development Fee is refundable upon a termination of this Development Agreement or under any other circumstances.

Upon the occurrence of any of the events above in this Section 8 during the term of this Development Agreement, we may, at our option, elect to terminate only the exclusivity of the Area (as provided under Section 2 above) instead of terminating this Development Agreement entirely. This means that during the remainder of the term of this Development Agreement, we and our affiliates will have the right to establish and operate, and grant to others the right to establish and operate, Oxygen Yoga & Fitness Facilities the physical premises of which are located within the Area and continue to engage, and grant to others the right to engage, in any activities that we (and they) desire within the Area without any restrictions whatsoever. However, such termination of the exclusivity shall be without prejudice to our right to terminate this Development Agreement at any time thereafter for the same default or any other defaults under this Development Agreement.

A termination of this Development Agreement is not deemed to be the termination of any franchise rights (even though this Development Agreement is attached to the Franchise Agreement) because this Development Agreement grants you no separate franchise rights. Franchise rights arise only under franchise agreements signed directly with us. A termination of this Development Agreement does not affect any franchise rights granted under any then-effective individual franchise agreements.

9. **Assignment.** Your development rights under this Development Agreement are not assignable at all. This means that we will not under any circumstances allow the development rights to be transferred. A transfer of the development rights would be deemed to occur (and would be prohibited) if there is an assignment of the Franchise Agreement, any change in your ownership (whether or not it is a controlling ownership interest), any change in your owners' ownership (if such owners are legal entities and whether or not it is a controlling ownership interest), a transfer of this Development Agreement separate and apart from the Franchise Agreement, or any other event attempting to assign the development rights.

10. **Incorporation of Other Terms.** Sections 16.A., 16.B., 16.D., 17.A. through 17.O.), 18, 19, and 21 of the Franchise Agreement, entitled "Independent Contractors," "No Liability for Acts of Other Party," "Indemnification," "Severability and Substitution of Valid Provisions," "Waiver of Obligations," "Costs and Attorneys' Fees," "Rights of Parties Are Cumulative," "Mediation," "Arbitration," "Governing Law," "Consent to Jurisdiction," "Waiver of Punitive Damages and Jury Trial," "Binding Effect," "Limitation of Claims," "Limited Liability for Our Related Parties," "Covenant of Good Faith," "Construction," "Multiple Forms of Agreement," "Notices and Payments" "Compliance with Anti-Terrorism Laws," and "Electronic Signatures," respectively, are incorporated by reference in this Development Agreement and will govern all aspects of this Development Agreement and our and your relationship as if fully restated within the text of this Development Agreement.

11. **Rider to Control.** Except as provided in this Development Agreement, the Franchise Agreement remains in full force and effect as originally written. If there is any inconsistency between the Franchise Agreement and this Development Agreement, the terms of this Development Agreement will control.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

<b>OYF US INC.</b>	<b>FRANCHISEE</b>
By: _____	_____ [Name]
Title: _____	By: _____
Date: _____	Title: _____
	Date: _____

**EXHIBIT A**  
**TO DEVELOPMENT AGREEMENT RIDER**

You agree to develop and open \_\_\_\_ ( ) new Oxygen Yoga & Fitness Facilities in the Area, including the Franchisee Facility that is the subject of the Franchise Agreement, according to the following Schedule:

Oxygen Yoga & Fitness Facility Number	Date by which Franchise Agreement Must be Signed	Date by which Lease Must be Signed	Date by which Oxygen Yoga & Fitness Facility Must be Opened	Cumulative Number of Oxygen Yoga & Fitness Facilities to Be Open and Operating in the Area No Later than the Opening Dates (in previous column)
1	Concurrently with this Development Agreement	120 days after completion of the initial training program	[ ] (the “ <b>First Deadline</b> ”)	1
2				2
3				3
4				4
5				5

\*If you open the first Oxygen Yoga & Fitness Facility before the First Deadline, the deadlines for opening the subsequent Oxygen Yoga & Fitness Facilities will remain the specified number of months after the First Deadline (rather than the specified number of months from the preceding Oxygen Yoga & Fitness Facility’s actual opening date).

<p><b>OYF US INC.</b></p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>FRANCHISEE</b></p> <p>_____</p> <p>[Name]</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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**EXHIBIT E**

**STATE ADDENDA TO FRANCHISE AGREEMENT**

**ADDENDUM TO FRANCHISE AGREEMENT**  
**FOR USE IN CALIFORNIA**

**This Addendum** (the “**Addendum**”) is made and entered into as of the Effective Date as stated in the Franchise Agreement (defined below), by and between **OYF US INC.**, a Delaware corporation whose principal business address is located at 838 Walker Road, Suite 21-2, Dover, Delaware 19904 (“**Franchisor**”), and \_\_\_\_\_ (“**Franchisee**”).

1. **Background.** Franchisor and Franchisee are parties to that certain Franchise Agreement that has been signed at the same time as the signing of this Amendment (the “Franchise Agreement”). This Addendum is annexed to and forms part of the Franchise Agreement.

2. **Fee Deferral.** The Department has determined that Franchisor has not demonstrated that it is adequately capitalized and/or that Franchisor must rely on franchise fees to fund its operations. The Commissioner has imposed a fee deferral condition, which requires that Franchisor defer collection of all initial fees from California franchisees until Franchisor has completed all of its pre-opening obligations and Franchisee is open for business.

3. **Termination Upon Bankruptcy.** The Franchise Agreement and Development Rider provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

4. **Covenant Not to Compete.** The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

5. **Liquidated Damages.** The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

6. **Governing Law and Venue.** For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

7. **No Waiver of Disclaimer of Reliance in California.** The following provision applies only to franchisees and franchises that are subject to the state franchise disclosure laws in California:

No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]**

IN WITNESS WHEREOF, the Franchisee on behalf of itself and its owners acknowledges that it has read and understands the contents of this Addendum, that it has had the opportunity to obtain the advice of counsel, and that it intends to comply with this Addendum and be bound thereby. The parties have duly executed and delivered this Addendum to the Agreement on \_\_\_\_\_, 20\_\_.

**OYF US INC.**, a Delaware corporation

By: \_\_\_\_\_  
[ ]

**DATED:** \_\_\_\_\_

**FRANCHISE OWNER**

**(IF YOU ARE TAKING THE  
FRANCHISE AS A CORPORATION,  
LIMITED LIABILITY COMPANY, OR  
PARTNERSHIP):**

\_\_\_\_\_  
[Print Name of Franchisee Entity]

By: \_\_\_\_\_  
[Signature of person signing on behalf of  
entity]

Title: \_\_\_\_\_

**DATED:** \_\_\_\_\_

**(IF YOU ARE TAKING THE  
FRANCHISE INDIVIDUALLY AND NOT  
AS A LEGAL ENTITY):**

\_\_\_\_\_  
[Signature of individual franchisee]

Print Name: \_\_\_\_\_

**DATED:** \_\_\_\_\_

\_\_\_\_\_  
[Signature of individual franchisee]

Print Name: \_\_\_\_\_

**DATED:** \_\_\_\_\_

**ADDENDUM TO FRANCHISE AGREEMENT**  
**FOR USE IN ILLINOIS**

**This Addendum** (the “**Addendum**”) is made and entered into as of the Effective Date as stated in the Franchise Agreement (defined below), by and between **OYF US INC.**, a Delaware corporation whose principal business address is located at 838 Walker Road, Suite 21-2, Dover, County of Kent, Delaware 19904 (“**Franchisor**”), and \_\_\_\_\_ (“**Franchisee**”).

1. **Background.** Franchisor and Franchisee are parties to that certain Franchise Agreement that has been signed at the same time as the signing of this Addendum (the “**Franchise Agreement**”). This Addendum is annexed to and forms part of the Franchise Agreement. This Addendum is being signed because (a) the offer or sale of the franchise which Franchisee will operate under the Franchise Agreement was made in the State of Illinois and the franchised business is or will be operated in Illinois, and/or (b) Franchisee is a resident of Illinois.

2. **No Waiver of Disclaimer of Reliance.** No statement, questionnaire or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Franchisor, any franchise seller, or any other person acting on behalf of Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. **Governing Law.** Illinois law governs the Franchise Agreement and Development Agreement Rider.

4. **Consent to Jurisdiction.** In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

5. **Waiver of Jury Trial.** In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

6. **Termination and Non-Renewal.** A franchisee’s rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

7. **Limitations of Claims.** The following language is added to the end of Section 17.K of the Franchise Agreement:

However, nothing in this Section shall shorten any period within which Franchisee may bring a claim under Section 705/27 of the Illinois Franchise Disclosure Act or constitute a condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act of 1987 or any other Illinois law.

8. **Waivers Void.** The following language is added as a new Section 22 of the Franchise Agreement:

Nothing in this Agreement shall constitute a condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act of 1987 or any other Illinois law.

9. **Fees.** Payment of initial/development fees will be deferred until Franchisor has met its initial obligations to Franchisee, and Franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

**[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]**

**IN WITNESS WHEREOF**, the parties have executed this Addendum to the Franchise Agreement on the date stated on the first page.

**OYF US INC.**, a Delaware corporation

By: \_\_\_\_\_  
[ ]

**DATED:** \_\_\_\_\_

**FRANCHISE OWNER**

**(IF YOU ARE TAKING THE  
FRANCHISE AS A CORPORATION,  
LIMITED LIABILITY COMPANY, OR  
PARTNERSHIP):**

\_\_\_\_\_  
[Print Name of Franchisee Entity]

By: \_\_\_\_\_  
[Signature of person signing on behalf of  
entity]

Title: \_\_\_\_\_

**DATED:** \_\_\_\_\_

**(IF YOU ARE TAKING THE  
FRANCHISE INDIVIDUALLY AND NOT  
AS A LEGAL ENTITY):**

\_\_\_\_\_  
[Signature of individual franchisee]

Print Name: \_\_\_\_\_

**DATED:** \_\_\_\_\_

\_\_\_\_\_  
[Signature of individual franchisee]

Print Name: \_\_\_\_\_

**DATED:** \_\_\_\_\_

**ADDENDUM TO FRANCHISE AGREEMENT**  
**FOR USE IN MICHIGAN**

**This Addendum** (the “**Addendum**”) is made and entered into as of the Effective Date as stated in the Franchise Agreement (defined below), by and between **OYF US INC.**, a Delaware corporation whose principal business address is located at 838 Walker Road, Suite 21-2, Dover, County of Kent, Delaware 19904 (“**Franchisor**”), and \_\_\_\_\_ (“**Franchisee**”).

1. **Background.** Franchisor and Franchisee are parties to that certain Franchise Agreement that has been signed at the same time as the signing of this Addendum (the “**Franchise Agreement**”). This Addendum is annexed to and forms part of the Franchise Agreement. This Addendum is being signed because (a) the offer or sale of the franchise which Franchisee will operate under the Franchise Agreement was made in the State of Michigan, (b) the offer to buy the franchise which Franchisee will operate under the Franchise Agreement was accepted in the State of Michigan, and/or (c) Franchisee is a resident of Michigan and the franchised business to be operated under the Franchise Agreement is or will be located in Michigan.

2. **No Waiver of Disclaimer of Reliance.** No statement, questionnaire or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Franchisor, any franchise seller, or any other person acting on behalf of Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]**

**IN WITNESS WHEREOF**, the parties have executed this Addendum to the Franchise Agreement on the date stated on the first page.

**OYF US INC.**, a Delaware corporation

By: \_\_\_\_\_  
[ ]

**DATED:** \_\_\_\_\_

**FRANCHISE OWNER**

**(IF YOU ARE TAKING THE  
FRANCHISE AS A CORPORATION,  
LIMITED LIABILITY COMPANY, OR  
PARTNERSHIP):**

\_\_\_\_\_  
[Print Name of Franchisee Entity]

By: \_\_\_\_\_  
[Signature of person signing on behalf of  
entity]

Title: \_\_\_\_\_

**DATED:** \_\_\_\_\_

**(IF YOU ARE TAKING THE  
FRANCHISE INDIVIDUALLY AND NOT  
AS A LEGAL ENTITY):**

\_\_\_\_\_  
[Signature of individual franchisee]

Print Name: \_\_\_\_\_

**DATED:** \_\_\_\_\_

\_\_\_\_\_  
[Signature of individual franchisee]

Print Name: \_\_\_\_\_

**DATED:** \_\_\_\_\_

**ADDENDUM TO FRANCHISE AGREEMENT**  
**FOR USE IN MINNESOTA**

**This Addendum** (the “**Addendum**”) is made and entered into as of the Effective Date as stated in the Franchise Agreement (defined below), by and between **OYF US INC.**, a Delaware corporation whose principal business address is located at 838 Walker Road, Suite 21-2, Dover, County of Kent, Delaware 19904 (“**Franchisor**”), and \_\_\_\_\_ (“**Franchisee**”).

1. **Background.** Franchisor and Franchisee are parties to that certain Franchise Agreement that has been signed at the same time as the signing of this Addendum (the “**Franchise Agreement**”). This Addendum is annexed to and forms part of the Franchise Agreement. This Addendum is being signed because (a) the offer or sale of the franchise which Franchisee will operate under the Franchise Agreement was made in the State of Minnesota, (b) the offer to purchase the franchise which Franchisee will operate under the Franchise Agreement was made and accepted in the State of Minnesota, and/or (c) the franchised business to be operated under the Franchise Agreement is or will be located in Minnesota.

2. **No Waiver of Disclaimer of Reliance.** No statement, questionnaire or acknowledgment signed or agreed to by Franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by Franchisor, any franchise seller, or any other person acting on behalf of Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. **Fee Deferral.** The Minnesota Department of Commerce has determined that Franchisor has not demonstrated that it is adequately capitalized and/or that Franchisor must rely on franchise fees to fund its operations. The Commissioner has imposed a fee deferral condition, which requires that Franchisor defer collection of all initial fees from Minnesota franchisees until Franchisor has completed all of its pre-opening obligations and Franchisee is open for business.

4. **Releases.** The following language is added to the end of Subsection 3.A(2), Subsection 4.A(4), Subsection 12.C.(9), Section 13.C, and Section 15.E of the Franchise Agreement:

; however, any release required as a condition of renewal and/or assignment/transfer will not apply to the extent prohibited by the Minnesota Franchises Law.

5. **Insufficient Funds Processing Fee.** The third sentence of Section 3.H of the Franchise Agreement is replaced with the following:

If there are insufficient funds in the EDTA to cover any such amount owed (or, if you are paying by check and a check is returned for insufficient funds), you must pay us, on demand, a processing fee of Thirty Dollars (\$30), plus reimbursement of our additional administrative expenses and charges (together with the late fee noted in Subsection 3.F above).

6. **Infringement.** The following language is added to the end of Section 5 of the Franchise Agreement:

To the extent required by Minnesota Stat. Sec. 80C.12, Subd. 1(g), Franchisor will protect your right to use the Marks and indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the Marks.

7. **Termination.** The following is added to the end of Section 14.B of the Franchise Agreement:

However, with respect to franchises governed by Minnesota law, Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, that a Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of this Agreement.

8. **Governing Law/Consent to Jurisdiction.** The following is added to the end of Sections 17.G and 17.H of the Franchise Agreement:

However, nothing in this Section shall abrogate or reduce any of Franchisee's rights under Minnesota Statutes Chapter 80C or Franchisee's right to any procedure, forum or remedies that the laws of the jurisdiction provide.

However, Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit Franchisor, except in certain specified cases, from requiring litigation to be conducted outside Minnesota. Nothing in this Section shall abrogate or reduce any of Franchisee's rights under Minnesota Statutes Chapter 80C or Franchisee's right to any procedure, forum or remedies that the laws of the jurisdiction provide.

9. **Waiver of Punitive Damages and Jury Trial.** If required by the Minnesota Franchises Law, Section 17.I of the Franchise Agreement is deleted.

10. **Injunctive Relief.** Notwithstanding anything to the contrary set forth in Section 17.F of the Franchise Agreement, Minn. Rule 2860.400(J) prohibits Franchisee from consenting to Franchisor obtaining injunctive relief (including any bond requirement).

11. **Limitations of Claims.** Notwithstanding anything to the contrary set forth in Section 17.K of the Franchise Agreement, Minnesota law provides that no action may be commenced under Minn. Stat. Sec. 80C.17 more than three (3) years after the cause of action accrues.

**[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]**

**IN WITNESS WHEREOF**, the parties have executed this Addendum to the Franchise Agreement on the date stated on the first page.

**OYF US INC.**, a Delaware corporation

By: \_\_\_\_\_  
[\_\_\_\_\_]

**DATED:** \_\_\_\_\_

**FRANCHISE OWNER**

**(IF YOU ARE TAKING THE  
FRANCHISE AS A CORPORATION,  
LIMITED LIABILITY COMPANY, OR  
PARTNERSHIP):**

\_\_\_\_\_  
[Print Name of Franchisee Entity]

By: \_\_\_\_\_  
[Signature of person signing on behalf of  
entity]

Title: \_\_\_\_\_

**DATED:** \_\_\_\_\_

**(IF YOU ARE TAKING THE  
FRANCHISE INDIVIDUALLY AND NOT  
AS A LEGAL ENTITY):**

\_\_\_\_\_  
[Signature of individual franchisee]

Print Name: \_\_\_\_\_

**DATED:** \_\_\_\_\_

\_\_\_\_\_  
[Signature of individual franchisee]

Print Name: \_\_\_\_\_

**DATED:** \_\_\_\_\_

**ADDENDUM TO FRANCHISE AGREEMENT**  
**FOR USE IN NEW YORK**

**This Addendum** (the “**Addendum**”) is made and entered into as of the Effective Date as stated in the Franchise Agreement (defined below), by and between **OYF US INC.**, a Delaware corporation whose principal business address is located at 838 Walker Road, Suite 21-2, Dover, Delaware 19904 (“**Franchisor**”), and \_\_\_\_\_ (“**Franchisee**”).

Franchisor and Franchisee are parties to that certain Franchise Agreement that has been signed concurrently with the signing of this Addendum (the “**Franchise Agreement**”). This Addendum is annexed to and forms part of the Franchise Agreement. This Addendum is being signed because (a) Franchisee is a resident of New York and the Oxygen Yoga & Fitness Facility that Franchisee will operate under the Franchise Agreement will be located in New York, and/or (b) any of the offering or sales activity relating to the Franchise Agreement occurred in New York.

1. Section 14 is amended by adding the following statement as a new Section 14.G:

However, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the related regulations shall remain in force; it being the intent of this proviso to satisfy the non-waiver provisions of GBL, Sections 687.4 and 687.5.

2. Section 12.A is amended by adding the following statement immediately after the third sentence of such Section:

However, no assignment shall be made except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under this Agreement.

3. Nothing in Section 14 prevents Franchisee from asserting its rights under common law to terminate the Franchise Agreement if Franchisor commits a material breach of the Franchise Agreement.

4. Section 17.G is amended by adding the following statement to the end of such Article:

The foregoing choice of law should not be considered a waiver of any right conferred upon you by the GBL of the State of N.Y., Article 33.

5. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. All other rights, obligations, and provisions of the Franchise Agreement shall remain in full force and effect. Only the Articles specifically added to or amended by this Addendum shall be affected. This Addendum is incorporated in and made a part of the Franchise Agreement for the State of New York.

**IN WITNESS WHEREOF**, the parties have executed and delivered this Addendum effective on the Agreement Date.

**OYF US INC.**, a Delaware corporation

**FRANCHISE OWNER**

By: \_\_\_\_\_  
[ ]

**(IF YOU ARE TAKING THE FRANCHISE AS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):**

**DATED:** \_\_\_\_\_

\_\_\_\_\_  
[Print Name of Franchisee Entity]

By: \_\_\_\_\_  
[Signature of person signing on behalf of entity]

Title: \_\_\_\_\_

**DATED:** \_\_\_\_\_

**(IF YOU ARE TAKING THE FRANCHISE INDIVIDUALLY AND NOT AS A LEGAL ENTITY):**

\_\_\_\_\_  
[Signature of individual franchisee]

Print Name: \_\_\_\_\_

**DATED:** \_\_\_\_\_

\_\_\_\_\_  
[Signature of individual franchisee]

Print Name: \_\_\_\_\_

**DATED:** \_\_\_\_\_

**WASHINGTON ADDENDUM TO  
FRANCHISE AGREEMENT, DEVELOPMENT AGREEMENT AND RELATED  
AGREEMENTS**

**This Addendum** (the “**Addendum**”) is made and entered into as of the Effective Date as stated in the Franchise Agreement (defined below), by and between **OYF US INC.**, a Delaware corporation whose principal business address is located at 838 Walker Road, Suite 21-2, Dover, Delaware 19904 (“**Franchisor**”), and \_\_\_\_\_ (“**Franchisee**”).

1. **Background.** Franchisor and Franchisee are parties to that certain Franchise Agreement that has been signed at the same time as the signing of this Addendum (the “**Franchise Agreement**”). The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

2. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

3. **Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the Franchise Agreement or related agreements concerning Franchisee’s relationship with Franchisor, including in the areas of termination and renewal of Franchisee’s franchise. There may also be court decisions that supersede the Franchise Agreement or related agreements concerning Franchisee’s relationship with Franchisor. Provisions in the Franchise Agreement, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

4. **Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the Franchise Agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

5. **General Release.** A release or waiver of rights executed in the Franchise Agreement or related agreements purporting to bind Franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

6. **Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the Franchise Agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

7. **Transfer Fees.** Transfer fees are collectable only to the extent that they reflect Franchisor’s reasonable estimated or actual costs in effecting a transfer.

8. **Termination by Franchisee.** Franchisee may terminate the Franchise Agreement under any grounds permitted under state law.

9. **Certain Buy-Back Provisions.** Any provisions in the Franchise Agreement or related agreements that permit Franchisor to repurchase Franchisee's business for any reason during the term of the Franchise Agreement without Franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

10. **Fair and Reasonable Pricing.** Any provision in the Franchise Agreement or related agreements that requires Franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

11. **Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, any provisions contained in the Franchise Agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

12. **Franchisor's Business Judgement.** Any provisions in the Franchise Agreement or related agreements stating that Franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

13. **Indemnification.** Any provision in the Franchise Agreement or related agreements requiring Franchisee to indemnify, reimburse, defend, or hold Franchisor or other parties harmless is hereby modified such that Franchisee has no obligation to indemnify, reimburse, defend, or hold Franchisor or any other indemnified party harmless for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

14. **Attorneys' Fees.** If the Franchise Agreement or related agreements require Franchisee to reimburse Franchisor for court costs or expenses, including attorneys' fees, such provision applies only if Franchisor is the prevailing party in any judicial or arbitration proceeding.

15. **Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the Franchise Agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

16. **Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the Franchise Agreement or elsewhere are void and unenforceable in Washington.

17. **Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

18. **Prohibitions on Communicating with Regulators.** Any provision in the Franchise Agreement or related agreements that prohibits Franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

19. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents Franchisor and is paid a fee for referring prospects to Franchisor and/or selling the franchise. If Franchisee is working with a franchise broker, Franchisee is advised to carefully evaluate any information provided by the franchise broker about a franchise.

20. **Marketing by Franchisee** - The third paragraph of Section 9.C of the Franchise Agreement is revised to read as follows:

Before you use them, you agree to send us or our designated agency for approval samples of all advertising, promotional, and marketing materials which we have not prepared or previously disapproved including, but not limited to, press releases and interviews for publication in any media. You may not use any advertising, promotional, or marketing materials that we have not approved in writing or that we have disapproved.

20. **Acknowledgments:**

- Subparagraphs (2), (3), (13) and (14) of Section 1.B of the Franchise Agreement are hereby deleted in their entirety.

- The following subparagraphs of Section 1.B of the Franchise Agreement are revised to read as follows:

(1) That, like any other business, the nature of the business an Oxygen Yoga & Fitness Facility conducts may, and probably will, evolve and change over time.

(6) That you have not received from us any representations or guarantees, express or implied, as to the potential volume, sales, income, or profits of an Oxygen Yoga & Fitness Franchise Facility.

(10) That this Agreement’s terms and conditions are reasonably necessary for us to maintain our high standards of quality and service, as well as the uniformity of those standards with respect to every Oxygen and Yoga Fitness Facility, and to protect the goodwill of the Marks.

(12) That that you have independently evaluated this opportunity, including by using your business professionals and advisors.

21. **Technology Fee.** The Technology Fee due under Section 3.D of the Franchise Agreement shall not exceed Five Hundred Dollars (\$500) per month.

22. **Exclusive Relationship.** The first paragraph of Section 7 of the Franchise Agreement is deleted and replaced with the following: “You acknowledge that we have granted you the Franchise in consideration of and reliance upon your agreement to deal exclusively with us. You therefore agree that, during the Term and any Renewal Term, neither you, any of your owners, nor any of your or your owners’ immediate family members (*i.e.* a spouse, legally-recognized domestic partner, parents, children, or sibling(s)) who receive our Confidential Information) will:”

23. **Transfer Conditions**. The following sentence is added as a new sentence at the end of Section 12.C(7) of the Franchise Agreement: “As used herein, “controlling ownership interest” has the meaning defined in Section 17.N of this Agreement.”

24. **Brand Damages**. Section 15.A(2) of the Franchise Agreement is hereby modified to (i) remove any lost Fund contributions from the calculation of Brand Damages; and (ii) limit the measurement period in which Brand Damages is calculated to the earlier of twenty-four (24) months following the date of termination of the Franchise Agreement or the originally scheduled expiration date of the Term.

25. **Covenant Not to Compete** – The last two sentences of Section 15.D(3) of the Franchise Agreement are hereby deleted in their entirety.

26. **Indemnification** - The first sentence of Section 16.D is replaced with the following language: “You agree to indemnify, defend, and hold harmless us, our affiliates, and our and their respective affiliates, shareholders, members, managers, directors, partners, officers, employees, agents, successors, and assignees (the “*Indemnified Parties*”) against, and to reimburse any one or more of the Indemnified Parties for, all claims, obligations, and damages directly or indirectly arising out of the Franchisee Facility’s operation, employment matters in connection with the Franchisee Facility, the business you conduct under this Agreement, or your breach of this Agreement, unless (and then only to the extent that) the claims, obligations, or damages are determined to be caused solely by our negligence or willful misconduct, or liabilities caused by an Indemnified party’s acts or omissions amounting to strict liability or fraud in a final, unappealable ruling issued by a court or arbitrator(s) with competent jurisdiction.”

27. **Limitation of Claims** – Notwithstanding anything to the contrary contained in Section 17.K of the Franchise Agreement, the claims limitation period of eighteen (18) months does not apply.

28. **Covenant of Good Faith** – Notwithstanding anything in Section 17.M of the Franchise Agreement to the contrary, the parties shall deal with each other in good faith in accordance with the Washington Investment Protection Act, RCW 19.100.180(1).

29. **Nondisclosure and Non-Competition** - The last paragraph on page D-2-3 of the Nondisclosure and Non-Competition Agreement (Ex. D to the Franchise Agreement) is revised to read as follows:

If I fail or refuse to abide by any of my foregoing obligations or promises made under this Agreement, and Company or Franchisee obtains enforcement in a judicial or arbitration proceeding, then my obligations and responsibilities specified under the breached covenant will be tolled during the period(s) of time that the covenant is breached and/or Company or Franchisee seeks to enforce it, and will continue for two (2) years starting from the effective date of the order enforcing the covenant.

30. **Waiver of Punitive Damages** – Notwithstanding anything to the contrary contained in Section 17.I of the Franchise Agreement, any limitation on damages set forth herein shall not apply to Washington franchisees.

31. **Fee Deferral**. The Washington Securities Division has imposed a fee deferral condition which requires that Franchisor defers collection of all initial fees from Washington franchisees until Franchisor has completed all of its pre-opening obligations and Franchisee is open for business. If Franchisee has been granted development rights pursuant to Franchisor’s development agreement rider, then collection of development fees due to Franchisor will be deferred and collected on prorated basis as each franchised unit developed by Franchisee opens for business.

Except as expressly modified by this Rider, the Franchise Agreement and/or Development Agreement Rider remain in full force and effect.

**[Signatures on following page]**

OYF US INC., a Delaware corporation

By: \_\_\_\_\_  
[ ]

DATED: \_\_\_\_\_

**FRANCHISE OWNER**

**(IF YOU ARE TAKING THE  
FRANCHISE AS A CORPORATION,  
LIMITED LIABILITY COMPANY, OR  
PARTNERSHIP):**

\_\_\_\_\_  
[Print Name of Franchisee Entity]

By: \_\_\_\_\_  
[Signature of person signing on behalf of  
entity]

Title: \_\_\_\_\_

DATED: \_\_\_\_\_

**(IF YOU ARE TAKING THE  
FRANCHISE INDIVIDUALLY AND NOT  
AS A LEGAL ENTITY):**

\_\_\_\_\_  
[Signature of individual franchisee]

Print Name: \_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_  
[Signature of individual franchisee]

Print Name: \_\_\_\_\_

DATED: \_\_\_\_\_

**EXHIBIT F**  
**FINANCIAL STATEMENTS**



Report of Independent Auditors and  
Consolidated Financial Statements

**OYF US Inc. and Subsidiary**

December 31, 2024 and 2023

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## **Report of Independent Auditors**

To the Stockholder  
OYF US Inc. and Subsidiary

### **Report on the Audit of the Financial Statements**

#### ***Opinion***

We have audited the consolidated financial statements of OYF US Inc. and Subsidiary which comprise the consolidated balance sheets as of December 31, 2024 and 2023, and the related consolidated statements of operations, changes in stockholder's deficit, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of OYF US Inc. and Subsidiary, as of December 31, 2024 and 2023, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinion***

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of OYF US Inc. and Subsidiary, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about OYF US Inc. and Subsidiary's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with U.S. GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of OYF US Inc. and Subsidiary's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about OYF US Inc. and Subsidiary's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.



Los Angeles, California  
March 31, 2025

## **Consolidated Financial Statements**

**OYF US Inc. and Subsidiary**  
**Consolidated Balance Sheets**  
**December 31, 2024 and 2023**

	2024	2023
<b>ASSETS</b>		
<b>CURRENT ASSETS</b>		
Cash	\$ 282,749	\$ 216,275
Receivables	18,889	-
Current portion of contract assets	500	-
Total current assets	302,138	216,275
CONTRACT ASSETS, net of current portion	93,345	-
ASSETS HELD FOR SALE	-	286,026
Total assets	\$ 395,483	\$ 502,301
<b>LIABILITIES AND STOCKHOLDER'S DEFICIT</b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable and accrued expenses	\$ 18,597	\$ -
Contract liability, current	9,041	-
Line of credit	-	299,000
Total current liabilities	27,638	299,000
DUE TO RELATED PARTIES	82,727	392,380
CONTRACT LIABILITY, net of current portion	1,315,209	240,000
Total liabilities	1,425,574	931,380
<b>STOCKHOLDER'S DEFICIT</b>		
Common stock, \$.001 par value; 5,000 shares authorized; 100 shares issued and outstanding	-	-
Additional paid-in capital	100	100
Accumulated deficit	(1,030,191)	(429,179)
Total stockholder's deficit	(1,030,091)	(429,079)
Total liabilities and stockholder's deficit	\$ 395,483	\$ 502,301

See accompanying notes.

**OYF US Inc. and Subsidiary**  
**Consolidated Statements of Operations**  
**Years Ended December 31, 2024 and 2023**

	2024	2023
REVENUES		
Royalties	\$ 51,022	\$ -
Franchise fee	6,337	-
Total revenue	57,359	-
OPERATING EXPENSES		
General and administrative	507,593	-
Advertising and marketing	32,347	-
Total operating expenses	539,940	-
LOSS FROM OPERATIONS	(482,581)	-
OTHER (INCOME) EXPENSE		
Interest expense	4,838	-
Other income	(10,000)	-
Total other expense	(5,162)	-
Loss from continuing operations before income taxes	(477,419)	-
INCOME TAX EXPENSE	800	-
NET LOSS FROM CONTINUING OPERATIONS	(478,219)	-
LOSS FROM DISCONTINUED OPERATIONS	-	(331,050)
LOSS ON SALE OF DISCONTINUED OPERATIONS	(122,793)	-
NET LOSS	\$ (601,012)	\$ (331,050)

See accompanying notes.

**OYF US Inc. and Subsidiary**  
**Consolidated Statements of Changes in Stockholder's Deficit**  
**Years Ended December 31, 2024 and 2023**

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	Common Stock		Additional Paid-in Capital	Accumulated Deficit	Total Stockholder's Deficit
	Shares	Amount			
BALANCE at December 31, 2022	100	\$ -	\$ 100	\$ (98,129)	\$ (98,029)
Net loss	-	-	-	(331,050)	(331,050)
BALANCE at December 31, 2023	100	\$ -	\$ 100	\$ (429,179)	\$ (429,079)
Net loss	-	-	-	(601,012)	(601,012)
BALANCE at December 31, 2024	100	\$ -	\$ 100	\$ (1,030,191)	\$ (1,030,091)

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See accompanying notes.

**OYF US Inc. and Subsidiary**  
**Consolidated Statements of Cash Flows**  
**Years Ended December 31, 2024 and 2023**

	2024	2023
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net loss	\$ (601,012)	\$ (331,050)
less loss from discontinued operations	-	(331,050)
less loss from sale of discontinued operations	(122,793)	-
Net loss from continuing operations	(478,219)	-
Adjustments to reconcile net loss to net cash provided by operating activities		
Changes in operating assets and liabilities		
Accounts receivable	(18,889)	(8,497)
Due from related parties	(309,653)	214,955
Prepaid expenses	-	(5,321)
Contract assets	(93,845)	-
Accounts payable and accrued expenses	18,597	7,015
Deferred franchise fees	1,084,250	240,000
Net cash provided by continuing operations	202,241	448,152
Net cash provided by (used in) discontinued operations	163,233	(275,880)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Net cash used in discontinued operations	-	(19,712)
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds from line of credit	-	49,000
Repayment of line of credit	(299,000)	-
Net cash (used in) provided by financing activities	(299,000)	49,000
<b>NET CHANGE IN CASH</b>	66,474	201,560
CASH, beginning of year	216,275	14,715
CASH, end of year	\$ 282,749	\$ 216,275
<b>SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION</b>		
Interest paid	\$ 4,838	\$ 16,676
Taxes paid	\$ 2,480	\$ -

See accompanying notes.

# OYF US Inc. and Subsidiary

## Notes to Consolidated Financial Statements

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### Note 1 – Organization of Business and Nature of Operations

OYF US Inc. is a Delaware Corporation (the Company) that was formed in June 2022, and operates as a franchisor of fitness facilities offering the “Oxygen Yoga & Fitness” concept. The fitness facilities offer yoga and related fitness, weight loss, wellness, and health programs using specific standards and specifications, including Far InfraRed Ray or specialized Heat Therapy environment. In July 2022, the Company formed a wholly owned subsidiary OYF (CA) LLC to operate a corporate fitness facility, which opened in November 2022.

On January 1, 2024, the Company sold its corporate fitness facility line of business which included one operating location. The transaction qualified for held-for-sale in accordance with discontinued operations accounting under Accounting Standards Codification 205-20, *Presentation of Financial Statements – Discontinued Operations*. The results from operations of the corporate fitness facility line of business are presented as discontinued operations in the consolidated financial statements as of December 31, 2023. The balance sheet as of December 31, 2023, has been adjusted to reflect the studio operator line of business as held for sale.

The Company operates as a franchisor throughout the United States through a royalty free trademark, copyright, and know-how license agreement (Agreement) with Oxygen Yoga & Fitness Inc. (the Parent). The Agreement has an indefinite term, unless earlier terminated by either party upon 120 days’ prior written notice to the other party. The Parent owns all of the intellectual property, rights in certain systems, trademarks, service marks, and other intellectual property used in the operation of Oxygen Yoga & Fitness Facilities (the OYF IP). The Agreement allows the Company to develop the Oxygen Yoga & Fitness franchise system to offer, sell, and support the franchise business.

As of December 31, 2024, the Company had two franchises in operation within the U.S. As of December 31, 2023, the Company had no franchises in operation. During the year ended December 31, 2024, the Company sold 10 franchise rights, to new and existing franchisees mainly through area representative agreements.

### Note 2 – Summary of Significant Accounting Policies

**Basis of presentation** – The Company’s consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP). The Company believes this information includes all adjustments, consisting of normal recurring accruals, necessary to fairly present the financial condition. References to ASC and ASU included hereinafter refer to the Accounting Standards Codification and Accounting Standards Update established by the Financial Accounting Standards Board (FASB) as the source of authoritative U.S. GAAP.

**Reclassification** – Certain financial statement reclassifications have been made to prior-year amounts to conform to current-year presentation. The reclassifications had no impact on the statement of operations or net income previously reported.

## OYF US Inc. and Subsidiary

### Notes to Consolidated Financial Statements

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**Use of estimates** – The preparation of the consolidated financial statements in accordance with U.S. GAAP requires that management makes certain estimates and assumptions. These estimates and assumptions affect the reported amount of assets and liabilities and the disclosure of contingent assets and liabilities as of the balance sheets date. The actual results could differ significantly from those estimates.

**Cash** – Cash consists of cash on hand and cash on deposit with commercial banks. The Company considers all highly liquid investments with an initial maturity of three months or less to be cash equivalents. As of December 31, 2024 and 2023, the Company carried no cash equivalents.

**Concentration of credit risk** – Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash and receivables. The Company currently maintains its day-to-day operating cash balances with a major financial institution. The Company has experienced no loss or lack of access to cash in its operating accounts and believes it is not exposed to any significant credit risk.

**Receivables** – As of December 31, 2024, receivables primarily consist of amounts due from franchisees for royalty revenue and are stated at the amounts expected to be collected from balances outstanding. The Company estimates the allowance for credit losses when lifetime credit losses are expected. As of December 31, 2024, there was no allowance for credit losses recorded. As of January 1, 2023, the opening balance of accounts receivable was \$238.

**Contract liabilities and assets** – The contract liability or deferred revenue is a liability related to a revenue-producing activity for which revenue has not yet been recognized. The Company records a contract liability when it receives consideration from a franchisee or customer before achieving certain criteria that must be met for revenue to be recognized in conformity with U.S. GAAP. Contract assets are unearned commissions that have been paid to customers but not yet amortized.

**Revenue recognition** – The Company records revenue under FASB ASC Topic 606, *Revenue from Contracts with Customers (Topic 606)*, which requires revenue to be recorded as the transfer of promised goods or services to customers in an amount that reflects the consideration to which the reporting entity expects to be entitled in exchange for those goods or services. The Company analyzes each contract for separate performance obligations existing over the term of the contract and recognizes revenue as those performance obligations are satisfied. The revenue recognition approach under ASC 606 includes the following five-step approach:

- Identification of the contract with a customer,
- Identification of the performance obligations in the contract,
- Determination of the transaction price,
- Allocation of the transaction price to the performance obligations in the contract, and
- Recognition of revenue when, or as, the Company satisfies a performance obligation.

## **OYF US Inc. and Subsidiary**

### **Notes to Consolidated Financial Statements**

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As part of its assessment of each franchise contract, the Company evaluates certain factors including the customer's ability to pay, or credit risk. For each contract, the Company considers the promise to fulfill services, each of which is distinct to be the identified performance obligations. The Company has broken the revenue streams as follows:

*Initial franchise fees* – The franchise arrangement between the Company and each franchise owner is documented in the form of a franchise agreement and, in select cases, an area representative agreement (ARA.) The franchise agreement requires the Company as the franchisor to perform various activities to support the Oxygen Yoga & Fitness brand and does not involve the direct transfer of goods and services to the franchise owner as a customer. Activities performed by the Company are highly interrelated with the franchise license and are considered to represent a single performance obligation, which is the transfer of the franchise license and intellectual property.

The Company's performance obligation under ARAs generally consists of an obligation to grant geographic area representative rights through the ARA. The ARA provides the area representative the right to operate an "Oxygen Yoga & Fitness" area representative business under which the area representative will develop the geographic area the Company grants to it by soliciting franchise owners to own and operate "Oxygen Yoga & Fitness" facilities. These ARA rights are not distinct from franchise agreements, so upfront fees paid by franchisees for representative rights are deferred and apportioned to each franchise agreement signed by the franchisee. The pro rata amount apportioned to each franchise agreement is accounted for with the initial franchise fee.

*Royalty fee revenue* – Royalty fee revenue represents royalties earned from each of the franchise facilities in accordance with the franchise disclosure document and the franchise agreement. The Company charges a rate of 6% of gross revenues or \$1,800, whichever is large is recorded for use of the OYF IP, including name, processes, and procedures. The Company charges a rate of 2.5% of gross revenues for the use of the "Oxygen Yoga & Fitness" name and promotional materials. Royalty fee revenue is recognized in the period earned and is payable to the Company monthly when the sales are reported by the franchise owners.

*Technology fee revenue* – Technology fee revenue is earned from a monthly technology fee of \$250 per month charged to ongoing franchise owners for each club operated.

*Membership revenues* – In 2023, revenues at the corporate fitness facility are comprised of monthly memberships, purchases of classes, either single or a package, and the sale of merchandise items. Memberships are automatically billed monthly through the member's credit card. The Company records revenue for merchandise items and classes at the time the member makes a purchase, which is when the Company's obligation to perform is satisfied.

**General and administrative** – General and administrative expenses consist of costs associated with administrative support functions. These costs primarily consist of management and administrative fees, legal and professional, and commissions expense.

## **OYF US Inc. and Subsidiary**

### **Notes to Consolidated Financial Statements**

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**Advertising and marketing** – Advertising and marketing costs, including general brand marketing, are expensed when incurred and are primarily amounts paid to third parties but may also include personnel expenses and allocated costs. The Company is committed under its franchise and other agreements to spend revenues of the advertising and development fund on marketing, creative efforts, media support, or related purposes specified in the agreements.

**Compensation and benefits** – Compensation and benefits consist of salaries, wages, and benefits incurred at the corporate fitness facility.

**Income taxes** – The Company accounts for income taxes in accordance with ASC 740, *Income Taxes*, which requires recognition of deferred tax assets and liabilities for the expected future tax consequences of events. A valuation allowance is established to reduce deferred tax assets to their estimated realizable value when, in the opinion of management, it is more likely than not that some portion or all of the deferred income tax assets will not be realized in the future. The deferred tax asset is offset by a valuation allowance of the same amount reducing the deferred asset to zero. The Company files tax returns in U.S. federal and state jurisdictions and is subject to examination by federal or state and local, income tax authorities for three to four years from the filing of a tax return.

The Company recognizes benefits of uncertain tax positions if it is more likely than not that such positions will be sustained upon examination based solely on their technical merits, as the largest amount of benefit that is more likely than not to be realized upon the ultimate settlement. The Company's policy is to recognize interest and penalties related to unrecognized tax benefits as a part of income tax expense. The Company has not accrued any such uncertain tax positions as of December 31, 2024 and 2023.

**Subsequent events** – Subsequent events are events or transactions that occur after the balance sheet date, but before the consolidated financial statements are issued. The Company recognizes in the consolidated financial statements the effects of all subsequent events that provide additional evidence about conditions that existed at the date of the balance sheet, including the estimates inherent in the process of preparing the consolidated financial statements. The Company's consolidated financial statements do not recognize subsequent events that provide evidence about conditions that did not exist at the date of the balance sheet but arose after the balance sheet date and before the consolidated financial statements were available to be issued.

The Company has evaluated subsequent events through March 31, 2025, which is the date the consolidated financial statements were available to be issued, and concluded that there were no additional events or transactions that need to be disclosed.

#### **Note 3 – Discontinued Operations**

On January 1, 2024, the Company discontinued its fitness facility line of business and sold off certain of its assets for approximately \$150,000, resulting in a loss of approximately \$123,000. The sale of the business qualified for discontinued operations accounting under ASC 205-20, *Presentation of Financial Statements – Discontinued Operations*.

**OYF US Inc. and Subsidiary**  
**Notes to Consolidated Financial Statements**

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Summarized results of the discontinued operations and the loss on the sale of assets for the corporate fitness facility line of business for the year ended December 31, 2023, are as follows:

REVENUES	
Membership revenue	<u>\$ 398,925</u>
OPERATING EXPENSES	
General and administrative	506,159
Advertising and marketing	63,926
Compensation and benefits	110,132
Depreciation	<u>30,534</u>
Total operating expenses	<u>710,751</u>
Loss from discontinued operations	<u>(311,826)</u>
Other (income) expense	
Interest expense	<u>16,676</u>
Loss before income tax expense	(328,502)
Income tax expense	<u>2,548</u>
Net loss from discontinued operations	<u><u>\$ (331,050)</u></u>

The major classes of assets and liabilities reflected for the discontinued line of business as assets held for sale in the accompanying balance sheet as of December 31, 2023, are approximately as follows:

Accounts receivable	\$ 8,745
Prepaid expenses	12,195
Property and equipment, net	282,081
Operating lease right-of-use asset	763,445
Deposits	8,562
Accounts payable and accrued expenses	(9,056)
Operating lease liabilities	<u>(779,946)</u>
Net assets	<u><u>\$ 286,026</u></u>

Depreciation and amortization expense for discontinued operations amounted to approximately \$31,000 for the year ended December 31, 2023, and is included in loss from discontinued operations.

For the year ended December 31, 2023, the Company had one operating lease which was accounted for under ASU No. 2016-02, *Leases (Topic 842)*. Lease expense during the year ended December 31, 2023, amounted to approximately \$102,000 and is included in loss from discontinued operations.

**OYF US Inc. and Subsidiary**  
**Notes to Consolidated Financial Statements**

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**Note 4 – Contract Assets and Liabilities**

The Company has contract assets for receivables and capitalized commissions, and contract liabilities as a result of the accounting for revenues under Topic 606, which are as follows as of December 31:

	2024	2023
Receivables	\$ 17,209	\$ -
Contract assets:		
Capitalized commissions	\$ 93,845	\$ -
Contract assets, current	\$ 500	\$ -
Contract assets, long term	\$ 93,345	\$ -
Contract liabilities	\$ 1,324,250	\$ 240,000
Contract liability, current	\$ 9,041	
Contract liability, long term	\$ 1,315,209	\$ 240,000

The following table reflects the change in contract assets between January 1, 2023, and December 31, 2024:

	Contract Assets
BALANCE, January 1, 2023	\$ -
Expenses recognized that were included in the contract assets at beginning of the year	-
Increase, excluding amounts recognized as expenses during the period	-
BALANCE, December 31, 2023	-
Expenses recognized that were included in the contract assets at beginning of the year	-
Increase, excluding amounts recognized as expenses during the period	93,845
BALANCE, December 31, 2024	\$ 93,845

As of December 31, 2024, contract liabilities are made up of deferred revenues of approximately \$85,000 and \$1,239,000, respectively, related to franchise agreements and ADAs. As of December 31, 2023, contract liabilities are made up of deferred revenues of approximately \$40,000 and \$200,000, respectively, related to franchise agreements and ADAs.

**OYF US Inc. and Subsidiary**  
**Notes to Consolidated Financial Statements**

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The following table reflects the change in contract liability between January 1, 2023, and December 31, 2024:

	Contract Liabilities
BALANCE, January 1, 2023	\$ -
Revenue recognized that was included in contract liability at beginning of the year	-
Increase, excluding amounts recognized as revenue during the period	240,000
BALANCE, December 31, 2023	240,000
Revenue recognized that was included in contract liability at beginning of the year	(3,987)
Increase, excluding amounts recognized as revenue during the period	1,088,237
BALANCE, December 31, 2024	\$ 1,324,250

As of December 31, 2024, approximately \$89,000 and (\$1,242,000) of contract assets and contract liabilities were not available for amortization as the obligation was not yet satisfied.

The following table illustrates estimated (expenses) /revenues expected to be recognized in the future related to performance obligations that are partially unsatisfied as of December 31, 2024:

	Contract	
	Assets	Liabilities
Contract liability to be recognized in		
2025	\$ (500)	\$ 9,041
2026	(500)	9,041
2027	(500)	9,041
2028	(500)	9,041
2029	(500)	9,041
Thereafter	(2,375)	38,545
Total	\$ (4,875)	\$ 83,750

**Note 5 – Line of Credit**

The Company has a line of credit with a bank for advances up to \$300,000. The outstanding balance as of December 31, 2023, was \$299,000 and had an interest rate of 6.51%. In February 2024, the Company paid off the line of credit with the proceeds of the sale of its corporate facility. In December 2024, the Company amended the loan agreement, which updated the maturity date to August 4, 2025, with a fixed interest rate of 5.50%. As of December 31, 2024, the outstanding balance on the line of credit was zero. Interest expense amounted to approximately \$5,000 and \$17,000 during the years ended December 31, 2024 and 2023, respectively.

**OYF US Inc. and Subsidiary**  
**Notes to Consolidated Financial Statements**

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**Note 6 – Due to Related Parties**

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operational decisions or if they are subject to common control or common significant influence. The Company had amounts due to its Parent and its affiliates under common control related to operating expenses paid by the Parent on behalf of the Company in the normal course operations. The amount due to related parties has no maturity date and is noninterest-bearing.

**Note 7 – Income Taxes**

The federal and state income tax provision is summarized as follows as of December 31:

	<u>2024</u>	<u>2023</u>
Current		
Federal	\$ -	\$ 2,548
State	800	-
	<u>800</u>	<u>2,548</u>
Deferred		
Federal	(218,697)	(91,281)
State	-	-
Valuation allowance	218,697	91,281
	<u>218,697</u>	<u>91,281</u>
Income tax expense	<u>\$ 800</u>	<u>\$ 2,548</u>

The provision for income taxes differs from the expense that would result from applying statutory rates to income before income taxes due to net operating losses and the valuation allowance recorded.

Deferred income taxes reflect the impact of carryforwards and temporary differences between the amounts of assets and liabilities for financial reporting purposes and such amounts as measured by tax laws.

Total deferred tax assets and liabilities as of December 31, are as follows:

	<u>2024</u>	<u>2023</u>
Deferred income tax asset		
Lease liability	\$ -	\$ 163,789
Operating lease right-of-use asset	-	(160,323)
Basis difference in fixed assets	-	(59,237)
Net operating losses	218,697	147,052
	<u>218,697</u>	<u>91,281</u>
Less valuation allowance	<u>(218,697)</u>	<u>(91,281)</u>
Net deferred income tax asset	<u>\$ -</u>	<u>\$ -</u>

## **OYF US Inc. and Subsidiary**

### **Notes to Consolidated Financial Statements**

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Valuation allowances are established when necessary to reduce deferred income tax assets to the amounts expected to be realized. As of December 31, 2024 and 2023, the Company determined that valuation allowance against its deferred assets was necessary as it is more likely than not that it will not be able to realize the future tax benefits.

During the years ended December 31, 2024 and 2023, the Company has federal net operating loss carryforwards of approximately \$1,041,000 and \$700,000, respectively, which are available to reduce the Company's future taxes and are carried forward indefinitely.

#### **Note 8 – Stockholder's Equity**

The Company's Articles of Incorporation authorizes 5,000 shares of common stock with a par value of \$0.001 per share. Holders of common stock will be entitled to receive dividends, if any, as may be declared from time to time by the Company's board of directors out of legally available funds. The rights of such holders are subject to the rights of any senior obligations issued by the Company. Each outstanding share of common stock will be entitled to one vote on all matters submitted to a vote of stockholders.

#### **Note 9 – Commitments and Contingencies**

The Company may become party to various disputes and legal matters considered routine and in the ordinary course of its activities. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the Company's consolidated financial statements.

**EXHIBIT G**

**OPERATIONS MANUAL TABLE OF CONTENTS**

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**EXHIBIT H**

**SAMPLE FORM OF GENERAL RELEASE**

**OYF US INC.**  
**GRANT OF FRANCHISOR CONSENT AND FRANCHISEE RELEASE**

OYF US INC. (“we,” “us,” “our,” or “Franchisor”) and the undersigned franchisee, \_\_\_\_\_ (“you,” “your,” or “Franchisee”), currently are parties to a certain franchise agreement dated \_\_\_\_\_ (the “Franchise Agreement”). You have asked us to take the following action or to agree to the following request: [insert as appropriate for renewal or transfer situation] \_\_\_\_\_

\_\_\_\_\_. We have the right under the Franchise Agreement to obtain a general release from you (and, if applicable, your owners) as a condition of taking this action or agreeing to this request. Therefore, we are willing to take the action or agree to the request specified above if you (and, if applicable, your owners) give us the release and covenant not to sue provided below in this document. You (and, if applicable, your owners) are willing to give us the release and covenant not to sue provided below as partial consideration for our willingness to take the action or agree to the request described above.

Consistent with the previous introduction, you, on your own behalf and on behalf of your successors, heirs, executors, administrators, personal representatives, agents, assigns, partners, shareholders, members, directors, officers, principals, employees, and affiliated entities (collectively, the “Releasing Parties”), hereby forever release and discharge us and our affiliates, our and their current and former officers, directors, shareholders, principals, employees, agents, representatives, affiliated entities, successors, and assigns (collectively, the “Franchisor Parties”) from any and all claims, damages (known and unknown), demands, causes of action, suits, duties, liabilities, and agreements of any nature and kind (collectively, “Claims”) that you and any of the other Releasing Parties now has, ever had, or, but for this document, hereafter would or could have against any of the Franchisor Parties (1) arising out of or related to the Franchisor Parties’ obligations under the Franchise Agreement or (2) otherwise arising from or related to your and the other Releasing Parties’ relationship, from the beginning of time to the date of your signature below, with any of the Franchisor Parties. You, on your own behalf and on behalf of the other Releasing Parties, further covenant not to sue any of the Franchisor Parties on any of the Claims released by this paragraph and represent that you have not assigned any of the Claims released by this paragraph to any individual or entity that is not bound by this paragraph.

We also are entitled to a release and covenant not to sue from your owners. By his, her, or their separate signatures below, your transferring owners likewise grant to us the release and covenant not to sue provided above.

The foregoing release does not apply to claims arising under the Washington Franchise Investment Protection Act, chapter 19.100 RCW, or any rules or order adopted thereunder, in accordance with RCW 19.100.220(2).

***[Signature Page Follows]***

Sample Form of Consent/Release-1

**OYF US INC. ,**  
a Delaware corporation

**FRANCHISEE,**  
a/an \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Sample Form of Consent/Release-2

**EXHIBIT I**

**LISTS OF CURRENT AND FORMER FRANCHISEES**

## LISTS OF CURRENT AND FORMER FRANCHISEES

### Franchisees as of the Prior Fiscal Year End:

#### Operational:

##### **California**

ME Fitness Group  
Laura and Robert Ekizian  
23317 Mulholland Drive  
Woodland Hills, CA 91364  
818-731-7555

##### **Washington**

GN FITNESS INC.  
Sharanjeet Singh Chawla and Shreya Sharma  
209-12121 Northup Way  
Bellevue, WA 98005  
425-403-6202

### Signed Franchise Agreement but Have Not Yet Commenced Operations:

##### **Arizona**

Oxygen Life LLC\*  
Brandy Karczewski  
Location TBD in suburb of Phoenix, AZ  
480-250-0163

##### **California**

OYF SOCAL INC\*  
Lindy and Richard Pearson  
5631 Kanan Road,  
Agoura Hills, CA 91307  
818-968-0741

NorCal Oxygen LLC\*  
Jasmeet Bahia  
2210 Sunset Blvd suite 120,  
Rocklin, CA 95765  
209-614-4101

## **Florida**

Oxygen Yoga & Fitness West Florida Inc.\*  
Dimitri Aramouni and Laura Hayes  
2635 S Hwy 27, Suite 10,  
Clermont, FL 34711  
613-276-3080

Rensi Yoga & Fitness LLC\*  
Sneha Desai  
126 W International Speedway Blvd,  
Daytona Beach, FL 32114  
281-704-1889

## **Iowa**

OYF Iowa, LLC\*  
Peter and Amy Johannsen  
4820 100th St., Suite 201,  
Urbandale, Iowa, 50322  
515-499-2835

## **New York**

Ohm to Emerald LLC\*  
Jenny Farrell and Elizabeth Hayes  
1855 Monroe Ave,  
Rochester, NY 14618  
857-636-9010

Gayatri Sharma\*  
Location TBD in Long Island, NY  
647-771-6823

\*Denotes Oxygen Yoga & Fitness Facilities operated by an area representative.

**Former Franchisees that Departed the Franchise Network during Prior Fiscal Year:**

The name, city and state, and current business telephone number (or if unknown, the last known home telephone number) of each franchisee who had an outlet terminated, canceled, not renewed, transferred, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document, is listed below. The states listed below in which these former franchisees may be contacted are not necessarily the same states in which the former franchisees' franchised businesses were located. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Transfers: N/A

Terminations, Cancellations, Not Renewed, Ceased to do Business: N/A

**EXHIBIT J**

**FRANCHISEE DISCLOSURE QUESTIONNAIRE**

## FRANCHISEE DISCLOSURE QUESTIONNAIRE

\*The following language applies only to transactions governed by the California Franchise Investment Law– Do not sign this questionnaire if you are a resident of California or the franchise is to be operated in California.

\*The following language applies only to transactions governed by the Washington Franchise Investment Protection Act – Do not sign this questionnaire if you are a resident of Washington or the franchise is to be operated in Washington.

As you know, OYF US INC. (“we” or “us”), and you are preparing to enter into a Franchise Agreement for the operation of a Oxygen Yoga & Fitness Facility franchise. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized, or that may be untrue, inaccurate or misleading, in order to be certain that you have been properly represented in this transaction and that you understand the limitations on claims you may make arising from the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the receipt for the Franchise Disclosure Document; instead, you must sign and date it the same day you sign the Franchise Agreement and pay your franchise fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer “No” to any of the questions below, then please explain your answer on the back of this sheet.

- Yes\_\_ No\_\_ 1. Have you received and personally reviewed the Franchise Agreement and each attachment or schedule attached to it?
- Yes\_\_ No\_\_ 2. Have you received and personally reviewed the Franchise Disclosure Document we provided?
- Yes\_\_ No\_\_ 3. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
- Yes\_\_ No\_\_ 4. Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?
- Yes\_\_ No\_\_ 5. Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant or other professional advisor?
- Yes\_\_ No\_\_ 6. Have you discussed the benefits and risks of developing and operating a Oxygen Yoga & Fitness Facility franchise with an existing Oxygen Yoga & Fitness Facility franchisee?
- Yes\_\_ No\_\_ 7. Do you understand the risks of developing and operating a Oxygen Yoga & Fitness Facility franchise?
- Yes\_\_ No\_\_ 8. Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities and efforts and those of the persons you employ as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs and other relevant factors?

- Yes\_\_ No\_\_ 9. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be arbitrated in Vancouver, British Columbia (Canada)?
- Yes\_\_ No\_\_ 10. Do you understand that you must satisfactorily complete the initial training course before we will allow your franchised business to open, or otherwise before we will consent to a transfer of your franchised business?
- Yes\_\_ No\_\_ 11. Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Oxygen Yoga & Fitness Facility franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
- Yes\_\_ No\_\_ 12. Do you agree that no employee or other person speaking on our behalf made any statement or promise to you, or any agreement with you, other than those matters addressed in your Franchise Agreement, concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
- Yes\_\_ No\_\_ 13. Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Oxygen Yoga & Fitness Facility franchise will generate, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
- Yes\_\_ No\_\_ 14. Do you understand that the Franchise Agreement and attachments to the Franchise Agreement contain the entire agreement between us and you concerning the franchise for the Oxygen Yoga & Fitness Facility business, meaning any prior oral or written statements not set out in the Franchise Agreement or the attachments to the Franchise Agreement will not be binding? When considering this question, please note that nothing in the Franchise Agreement or the attachments to the Franchise Agreement will disclaim or require you (the franchisee) to waive reliance on any representation that we made in our most recent franchise disclosure document (including its exhibits and amendments) delivered to you or your representative.

[Signature Page Follows.]

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

\_\_\_\_\_  
Signature of Franchise Applicant

\_\_\_\_\_  
Signature of Franchise Applicant

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature of Franchise Applicant

\_\_\_\_\_  
Signature of Franchise Applicant

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Dated

EXPLANATION OF ANY NEGATIVE RESPONSES (REFER TO QUESTION NUMBER):

**EXHIBIT K**

**STATE ADDENDA TO DISCLOSURE DOCUMENT**

**FOR THE STATE OF CALIFORNIA**

**The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.**

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT AT LEAST 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.

The following are added as additional RISK FACTORS to the State Cover Page of the Disclosure Document:

THE TERRITORY IS NOT EXCLUSIVE. YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM FRANCHISOR OWNED OUTLETS OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS FRANCHISOR CONTROLS.

THE FRANCHISE AGREEMENT AND DEVELOPMENT RIDER CONTAIN PROVISIONS THAT LIMIT FRANCHISEE'S RIGHTS AND MAY NOT BE ENFORCEABLE IN CALIFORNIA INCLUDING BUT NOT LIMITED TO A TIME LIMIT TO RAISE CLAIMS AGAINST THE FRANCHISOR, LIMITATION OF DAMAGES AND WAIVER OF JURY TRIAL.

**PERSONAL GUARANTEE:** FRANCHISEES AND ALL OWNERS MUST SIGN A PERSONAL GUARANTEE, MAKING YOU AND YOUR SPOUSE INDIVIDUALLY LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE AGREEMENT IF YOU ARE MARRIED. THE GUARANTEE WILL PLACE YOUR AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS.

The row entitled "Interest on overdue amounts" in Item 6 of the Disclosure Document is amended to state that the maximum interest rate in California currently is 10% annually.

The California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination or non-renewal of a franchise. If the

Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

The Franchise Agreement and Development Rider provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the Franchise and indemnification for the indemnitie's own negligence, breach of contract, breach of warranty, and strict liability. These provisions may not be enforceable under California law.

Neither we nor any officer identified in Item 2 of this Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

The following is added to the end of Item 5 of the Disclosure Document:

The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business.

Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California.

For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue stated elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

Before the franchisor can ask you to materially modify your existing franchise agreement, Section 31125 of the California Corporations Code requires the franchisor to file a material modification application with the Department that includes a disclosure document showing the existing terms and the proposed new terms of your

franchise agreement. Once the application is registered, the franchisor must provide you with the disclosure document with an explanation that the changes are voluntary.

You must sign a general release if you renew or transfer your Franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

California's Franchise Investment Law (Corporations Code section 31512.1) states that: "Any provision of a franchise agreement, franchise disclosure document, acknowledgment, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable: (a) Representations made by the franchisor or its personnel or agents to a prospective franchisee. (b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents. (c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto. (d) Violations of any provision of this division."

Website:

OUR WEBSITE [WWW.OXYGENYOGAANDFITNESS.COM](http://WWW.OXYGENYOGAANDFITNESS.COM) HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT [WWW.DFPI.CA.GOV](http://WWW.DFPI.CA.GOV).

**FOR THE STATE OF ILLINOIS**

1. Illinois law governs the Franchise Agreement and Development Agreement Rider.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a Franchise Agreement (or Development Agreement) that designates jurisdiction or venue outside the State of Illinois is void. However, arbitration may take place outside of Illinois.
3. Your rights upon termination and non-renewal of a Franchise Agreement (or Development Agreement) are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
5. Item 5 of the Franchise Disclosure Document is amended to reflect as follows:

“Payment of initial/development fees will be deferred until we have met our initial obligations to you, and you have commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to our financial condition.”
6. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
7. By reading this disclosure document, you are not agreeing to, acknowledging, or making any representations whatsoever to the Franchisor and its affiliates.

## FOR THE STATE OF MICHIGAN

The following language is added after the “State Effective Date” page and before the “Table of Contents” page of the Disclosure Document:

### **ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT PURSUANT TO THE MICHIGAN FRANCHISE INVESTMENT LAW**

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver or estoppel which deprives franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising of other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer or ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
  - (i) The failure of the proposed transferee to meet the franchisor's then current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual service.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE ATTORNEY GENERAL. ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

State of Michigan  
Office of the Attorney General  
Consumer Protection Division  
Attention: Franchise Section  
670 Law Building  
525 West Ottawa Street  
Lansing, Michigan 48913  
Telephone Number: (517) 373-7117

No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**FOR THE STATE OF MINNESOTA**

1. The “Special Risks to Consider About This Franchise” cover page of the FDD is amended to include the following risk factors:

**Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

**Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

2. Items 5 and 7 of the disclosure document are supplemented by the following language:

Notwithstanding anything in this Item to the contrary, the Minnesota Department of Commerce has imposed a fee deferral condition which requires that we defer collection of all initial fees from Minnesota franchisees until we have completed all of our pre-opening obligations and you are open for business. If you have been granted development rights pursuant to our development agreement rider, then collection of development fees due to us will be deferred and collected on prorated basis as each franchised unit developed by you opens for business.

3. The row entitled “Insufficient Funds Processing Fee” in the table in Item 6 of the disclosure document shall be replaced with the following in order to meet the requirements of Minnesota Statute 604.113:

Insufficient Funds Processing Fee	\$30	As incurred	Due if you have insufficient funds in your account to cover a payment, or, if you pay by check, a check is returned for insufficient funds
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4. Item 13 of the disclosure document is supplemented by the following language:

We will protect your right to use the trademarks, service marks, trade names, logos, or other commercial symbols or will indemnify you from any loss, costs, or expenses arising out of any claim, suit, or demand regarding the use of the marks to the extent required by Minnesota law.

5. Item 17 of the disclosure document is supplemented by the following language:

Under Minnesota law, and except in certain specified cases, we must give you 90 days notice of termination with 60 days to cure. We also must give you at least 180 days’ notice of our intention not to renew a franchise and

sufficient opportunity to recover the fair market value of the franchise as a going concern. To the extent that the franchise agreement (or development agreement rider) is inconsistent with Minnesota law, Minnesota law will control.

To the extent that any condition, stipulation, or provision contained in the franchise agreement (or development agreement rider) (including any choice of law provision) purports to bind any person who, at the time of acquiring a franchise is a resident of Minnesota, or, in the case of a partnership or corporation, organized or incorporated under the laws of Minnesota, or purporting to bind a person acquiring any franchise to be operated in Minnesota to waive compliance with Minnesota franchise law, such condition, stipulation, or provision may be void and unenforceable under the non-waiver provision of Minnesota franchise law.

6. To the extent you are required to execute a general release in our favor, such release will exclude liabilities arising under the Minnesota Franchises Act or a rule or any order promulgated thereunder.
7. Sec. 80C.17, Sudb. 5 of the Minnesota Franchises Act provides that no action may be commenced thereunder more than 3 years after the cause of action accrues.
8. Sec. 80C.21 of the Minnesota Franchises Act and Minn. Rules 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreements can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, including your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
9. All sections of the disclosure document referencing our right to obtain injunctive relief are hereby amended to refer to our right to seek to obtain.
10. No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

## **FOR THE STATE OF NEW YORK**

The following provisions supersede the Disclosure Document and apply to all franchises offered and sold in the State of New York:

1. The following information is added to cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added to the end of Item 3:

Except as provided above, neither we, our predecessor, a person identified in Item 2 of this Disclosure Document, nor an affiliate offering franchises under our principal trademark:

Has pending any administrative, criminal or civil action alleging a felony, violation of any franchise law, antitrust law, or securities law, fraud, embezzlement, fraudulent conversion, unfair or deceptive practices, misappropriation of property or comparable civil or misdemeanor allegations;

Has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations;

Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of any franchise law, antitrust law, or securities law, fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices, or comparable allegations; or

Is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under any Federal, State or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an

action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following language is added to the end of the “Summary” sections of Item 17(c) titled “Requirements for a franchisee to renew or extend,” and Item 17(m) entitled “Conditions for franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; this proviso intends that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the “Summary” section of Item 17(d) titled “Termination by franchisee”:

You may terminate the Agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v) titled “Choice of Forum” and Item 17(w) titled “Choice of law”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

6. Receipts - Any sale made must be in compliance with §683(8) of the Franchise Sale Act (N.Y. Gen Bus. L. §680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.
7. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or any other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**NEW YORK REPRESENTATIONS PAGE**

THE FRANCHISOR REPRESENTS THAT THIS PROSPECTUS DOES NOT KNOWINGLY OMIT ANY MATERIAL FACT OR CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

## **WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT**

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

**Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

**Franchisee Bill of Rights.** RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

**Site of Arbitration, Mediation, and/or Litigation.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

**General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

**Statute of Limitations and Waiver of Jury Trial.** Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

**Transfer Fees.** Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

**Termination by Franchisee.** The franchisee may terminate the franchise agreement under any grounds permitted under state law.

**Certain Buy-Back Provisions.** Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

**Fair and Reasonable Pricing.** Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

**Waiver of Exemplary & Punitive Damages.** RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

**Franchisor's Business Judgement.** Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

**Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

**Attorneys' Fees.** If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

**Noncompetition Covenants.** Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

**Nonsolicitation Agreements.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

**Questionnaires and Acknowledgments.** No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

**Prohibitions on Communicating with Regulators.** Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

**Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

The “Special Risks to Consider About This Franchise” cover page of the FDD is amended to include the following risk factor:

**Use of Franchise Brokers.** The franchisor uses the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor’s current and former franchisees to ask them about their experience with the franchisor.

Item 5 is amended by adding the following new paragraph at the end of the Item:

Notwithstanding anything in this Item to the contrary, the Washington Securities Division has imposed a fee deferral condition which requires that we defer collection of all initial fees from Washington franchisees until we have completed all of our pre-opening obligations and you are open for business. If you have been granted development rights pursuant to our development agreement rider, then collection of development fees due to us will be deferred and collected on prorated basis as each franchised unit developed by you opens for business.

The “Remarks” contained in Column 4 of the “Transfer” fee row of the Item 6 table are amended by adding the following to the end of the paragraph:

“This fee is subject to state law.”

Row “1” of Item 17 is amended by adding the following to the end of the first paragraph of the “Summary” column of the Item:

“, which may not be unreasonably withheld”

### **State Effective Dates**

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated.

<b>State</b>	<b>Effective Date</b>
California	
Hawaii	Not Effective
Illinois	
Indiana	Not Effective
Maryland	Not Effective
Michigan	
Minnesota	
New York	
North Dakota	Not Effective
Rhode Island	Not Effective
South Dakota	Not Effective
Virginia	Not Effective
Washington	Pending
Wisconsin	Not Effective

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**ITEM 23**  
**RECEIPT**

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If OYF US Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires you to receive this Franchise Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If OYF US Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit A.

The franchisor is OYF US Inc., located at 33-24076 112 Avenue, Maple Ridge, British Columbia, Canada V2W 0K2. Its telephone number is 604-619-6901.

The franchise seller for this offering is:

Jennifer Hamilton, Director/CEO/President, 33-24076 112 Avenue, Maple Ridge, British Columbia, Canada V2W 0K2, 604-619-6901; and jen@oxygenyogafitness.com.

Melissa Hanssens, COO, 33-24076 112 Avenue, Maple Ridge, British Columbia, Canada V2W 0K2, 604-619-6901; and operations@oxygenyogafitness.com.

\_\_\_\_\_; and/or

\_\_\_\_\_.

Issuance Date: April 15, 2025

We authorize the respective state agencies identified on Exhibit B to receive service of process for us in the particular state.

I have received a Disclosure Document dated April 15, 2025 that included the following Exhibits:

Exhibit A	List of State Administrators
Exhibit B	List of State Agents for Service of Process
Exhibit C	Franchise Agreement
Exhibit D	Development Agreement Rider
Exhibit E	State Addenda to Franchise Agreement
Exhibit F	Financial Statements
Exhibit G	Operations Manual Table of Contents
Exhibit H	Sample Form of General Release
Exhibit I	Lists of Current and Former Franchise Owners
Exhibit J	Franchise Owner Disclosure Questionnaire
Exhibit K	State Addenda to Disclosure Document

\_\_\_\_\_  
Date

(Sign, Date and Keep This Copy for Your  
Records)

\_\_\_\_\_  
Prospective Franchisee

\_\_\_\_\_  
Authorized Signature

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- Exhibit J Franchise Owner Disclosure Questionnaire
- Exhibit K State Addenda to Disclosure Document

\_\_\_\_\_  
Date

\_\_\_\_\_  
Prospective Franchisee

\_\_\_\_\_  
Authorized Signature

Please sign this copy of the receipt, date your signature, and return it to Melissa Hanssens, 33-24076 112 Avenue, Maple Ridge, British Columbia, Canada V2W 0K2, email: operations@oxygenyogafitness.com.

OYF US Inc. – 2025 FDD

Receipts

ACTIVE 706248929v1